

Independent Contractor (IC) Justification Worksheet*

Name of Contractor: City of Sparks Parks and Recreation

Is the Contractor/Owner a retiree of WCSD or other state agency? Yes No

Is the Contractor/Owner a current/former employee of WCSD? Yes No

Please explain what will not get done if IC is not contracted by WCSD:

Team Up partnerships will not exist providing assistance with supervision and programming.

Please explain why is it necessary to secure the services of this IC:

To provide the added supervision for Team Up programming at five Sparks sites.

Budget Source: General _____ Grant^x _____ Capital/Bonds _____

Dollar amount of IC services: \$21,775.00

Period Contract Covers: 3/5/12 - 6/6/12

Department requesting IC: 21st Century TEAM UP

Senior Cabinet Approval: _____

Date Approved: _____

*Excludes Related Services Consultants (i.e. bilingual school psychologists, speech pathologists, occupational therapists, physical therapists and school nurses) through Student Support Services.

Please attach to original IC agreement

WASHOE COUNTY SCHOOL DISTRICT
PO BOX 30425
RENO, NV 89520-3425

VENDOR ID: 829728

PR #: _____

Independent Contractor Agreement

Washoe County School District, hereafter referred to as DISTRICT, and City of Sparks Parks & Recreation, hereafter referred to as CONTRACTOR, agree to the following terms and conditions:

1. SERVICES to be performed by CONTRACTOR

City of Sparks will provide staff to assist in supervision of TEAM UP students: 3 staff at Mitchell; 4 staff at Risley; 2 staff at L. Park; 2 staff at Maxwell and 3 staff at K. Smith on a daily basis.

2. SCHEDULE OF SERVICES AND PAYMENT: CONTRACTOR will comply with the following schedule in the performance of service or delivery of product:

- A. The total amount due CONTRACTOR from DISTRICT for the above stated services: \$21,775.00
- B. Date services are to begin: 3/5/12 and date services are to end: 6/6/12
- C. DISTRICT shall pay CONTRACTOR within 30 days of receipt of an invoice from CONTRACTOR. Final payment is due upon satisfactory completion of the contract as certified by the recognized agent of DISTRICT and within 30 days of receipt of an invoice from CONTRACTOR.
- D. This agreement may be terminated immediately by DISTRICT giving written notice to CONTRACTOR.
- E. Contractor may invoice monthly and shall invoice quarterly.

3. CONTRACTOR CERTIFICATIONS: The undersigned CONTRACTOR certifies:

- A. CONTRACTOR is not an employee of DISTRICT and DISTRICT is not my employer. CONTRACTOR thereby waives any and all claims to benefits otherwise provided to employees, included but not limited to medical, dental, or other personal insurance; retirement benefits; unemployment benefits; and workers' compensation insurance coverage, if not required by law.
- B. The services provided by CONTRACTOR are not supervised or controlled by DISTRICT, and the only demand on CONTRACTOR'S time is faithful performance and delivery of described services by the specified deadline.
- C. CONTRACTOR is not in the same trade, business, profession, or occupation as DISTRICT.
- D. CONTRACTOR does hold itself out as being engaged in a business separate from that of DISTRICT. CONTRACTOR does hold a business or occupational license in CONTRACTOR'S own name to provide similar services for other customers. CONTRACTOR'S business or occupational license number is _____.
- E. CONTRACTOR does own, rent, or lease property used in the furtherance of CONTRACTOR'S business.
- F. CONTRACTOR'S federal tax I.D. number (TIN or SS#) is 88-6000202. **Attach a FEDERAL FORM W-9**
- G. CONTRACTOR acknowledges that DISTRICT is not engaged in any construction project related to or in conjunction with the services CONTRACTOR agrees to provide.
- H. If CONTRACTOR will be performing services with the help of others, CONTRACTOR agrees to maintain coverage for industrial insurance pursuant to NRS Chapter 616 for involved parties in full force and will **FILE WITH THIS FORM A CERTIFICATE OF WORKER'S COMPENSATION**
- I. CONTRACTOR shall not discriminate against any person referred for CONTRACTOR services because of race, religion, color, sex, sexual orientation, age, national origin, ethnicity, or socioeconomic status.
- J. CONTRACTOR shall hold harmless, indemnify and defend DISTRICT and their officers from and against all claims, liabilities, failure to act, omission, or negligence of CONTRACTOR.
- K. CONTRACTOR shall obtain and maintain throughout the term of this independent contract Accident and Liability Insurance. The coverage shall include general liability insurance and automobile liability insurance with limits of \$300,000 per coverage. Contractor shall name DISTRICT as an additional insured on its insurance and provide proof of insurance at the time of execution of this Agreement.

WASHOE COUNTY SCHOOL DISTRICT
 PO BOX 30425
 RENO, NV 89520-3425

Independent Contractor Agreement

Screening to Determine Potential Status as an Independent Contractor

It is the responsibility of the appointing authority to evaluate the nature of services and terms negotiated in order to recommend "independent contractor" status.

	YES	NO
1. Is the individual currently an employee of the District in any capacity? If yes, Certified <input type="checkbox"/> Classified <input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Does the District have the right to control when, where, and how much the individual is to work or provide training to the individual?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Does the District furnish the worker's space, equipment, tools, or supplies on a recurring basis?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. Are any of the workers who assist this individual in the performance of his/her duties employees of the District?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. Does the arrangement with this individual constitute continuing or recurring work, even if the services are seasonal, part-time, or of short duration?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Will the District incur an employment liability if the individual is terminated for failure to perform?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Is the individual restricted from offering his/her service to the general public while engaged in this relationship with the District?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Note: "Yes" answers are indicative of employee status per IRS Revenue Ruling 87-41, 1987-1 CB296.

While there is no set number of "yes" answers which can cause a person to be classified as an employee rather than an independent contractor, some IRS auditors will try to classify an individual to employee status with only one yes. Therefore, if **any** of the answers to the questions above are "Yes", then **this form is not acceptable**. An EMPLOYEE must provide the services by processing through normal personnel/payroll procedures.

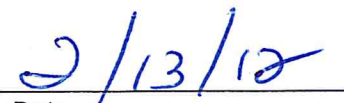
If the answers are all "No", then have the CONTRACTOR complete the other side of this form. Once this form is completed, forward the original to the Business and Financial Services Office along with a Federal Form W-9.

WHAT IS THE PENALTY OF MISCLASSIFICATION?

IF THE IRS RECLASSIFIES A SIGNIFICANT NUMBER OF INDEPENDENT CONTRACTORS TO EMPLOYEE STATUS, THE RESULT IS A SIGNIFICANT FINANCIAL IMPACT ON THE SCHOOL DISTRICT AND THE LOCATION(S) THAT ARE MAKING THESE PAYMENTS. AS SHOWN BELOW, THE COST TO THE SCHOOL DISTRICT FOR WORKER MISCLASSIFICATION CAN BE UP TO 56.8%.

FEDERAL INCOME TAX AT THE RATE OF 20%; AND
 FEDERAL SOCIAL SECURITY AND MEDICARE TAX ASSESSMENT OF 15.3%; AND
 RETIREMENT CONTRIBUTION RATE OF 11.25% OR 21.5%.


 Department Head Signature


 Date

Please make the necessary copies for the CONTRACTOR and your files.

4. **DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS:**

A. As required by the federal government, as defined at 34 CFR part 85, Sections 85.105 and 85.110:

The Contractor or Subgrantee certifies that it and its principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- 2) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- 4) Have not within a three-year period preceding this application had one or more public transactions (Federal, State or Local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

CONTRACTOR:

Name: Sparks Parks & Recreation

Address: 98 Richards Way
Sparks NV 89434

Phone Number: 775-353-2376

Slawna Nelson 2-13-12
Contractor's Signature Date

WASHOE COUNTY SCHOOL DISTRICT:

[Signature] 2/13/12
Department Head Signature Date

Human Resource Approval or Date
Sr. Director, Grant Department (if required)

Business & Financial Services Approval Date

CHARGE TO ACCOUNT: * See attached list

- W-9 on file
- IC Justification attached
- Ins. attached

City of Sparks Parks & Recreation

TEAM UP Sites

Remainder of School Year 3/5 – 6/6/2012

School	Days	Account	Dollar Amount
Alice Maxwell	60	66-490-1000-63200-150-7700	\$3075.00
Agnes Risley	60	66-490-1000-63200-166-7700	\$7065.00
Kate Smith	60	66-490-1000-63200-170-7700	\$4300.00
Lincoln Park	60	66-490-1000-63200-146-7700	\$3135.00
Robert Mitchell	60	66-490-1000-63200-152-7700	\$4200.00
TOTAL			\$21,775.00

DATE (MM/DD/YYYY)
8/11/2011

CERTIFICATE OF LIABILITY INSURANCE



THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Commercial Lines - (775) 827-1555	CONTACT NAME: Margo May	
	Wells Fargo Insurance Services USA, Inc.	PHONE (A/C, No, Ext): 775-827-1555 FAX (A/C, No): 775-827-0936	
	3640 Warren Way	E-MAIL ADDRESS: Margo.May@WellsFargo.com	
	Reno, NV 89509		
INSURED	City of Sparks/Sparks Redevelopment Agency 431 Prater Way Sparks NV 89431	INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Travelers Indemnity Company	25658
		INSURER B: MidWest Employers Casualty Company	23612
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES CERTIFICATE NUMBER: 3112999 REVISION NUMBER: See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$100,000 SIR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			GP06302366	7/1/2011	7/1/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS <input checked="" type="checkbox"/> \$300,000 SIR			810-9157P392	7/1/2011	7/1/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	EWC006637 \$1,500,000 SIR	7/1/2011	7/1/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The following conditions apply if and to the extent required by written contract. Certificate Holder is included as an Additional Insured but only as their interests may appear for the City of Sparks/Parks and Recreation Department to provide staffing and service to various Washoe County School District facilities for After School Programs during the term of 2011/2012.

CERTIFICATE HOLDER Washoe County School District 425 East Ninth Street Reno, Nevada 89520	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE