

INDEPENDENT CONTRACT AGREEMENT

Contract for Services of Independent Contractors

A contract between the Board of Regents of the Nevada System of Higher Education on behalf of Truckee Meadows Community College hereinafter referred to as TMCC, and _____, hereinafter referred to as "Contractor."

PREAMBLE

WHEREAS, NRS 333.700 authorizes elective officers, heads of departments, boards, commissions or institutions to engage the services of persons as independent contractors; and

WHEREAS, it is deemed that the services of Contractor herein specified are both necessary and desirable and in the best interests of TMCC; and

WHEREAS, Contractor represents that it is duly qualified and able to render the services as hereinafter described;

NOW, THEREFORE, in consideration of the aforesaid premises, the parties hereto mutually agree as follows:

1. This contract shall be effective from _____ to _____ unless sooner revoked by either party as set forth in Paragraph (2).
2. This contract may be revoked without cause by either party prior to the date set forth in Paragraph (1) provided that a revocation shall not be effective until _____ days after a party has served written notice of revocation upon the other party.
3. The parties agree that the services to be performed are as follows:

[Specifically describe in this space the services to be performed; or, when appropriate, describe in this space the finished product or result to be provided; or attach an exhibit or exhibits containing this information, label the exhibit or exhibits as Exhibit A, Exhibit B, etc., and then place the following statement in this space]:

See Exhibit A (or B, etc.) attached hereto and which is made a part of this contract by reference thereto.

4. Contractor agrees to: [Choose Only One]

Provide the services set forth in Paragraph (3) for a total cost not to exceed _____, which cost includes travel and all other expenses incurred by Contractor in performance of this contract.

TMCC agrees to pay Contractor in installments as follows:

OR

Provide the services set forth in Paragraph (3) at a cost of _____ per _____ (here set forth the hourly, daily, etc. rate at which the contractor agrees to perform the services exclusive of travel expenses) with the total cost not to exceed _____.

TMCC agrees does not agree to reimburse Contractor for travel expenses reasonably incurred in the performance of this contract plus a per diem allowance of _____ per day while on travel status in performance hereof.

TMCC agrees to pay Contractor in installments as follows:

5. The parties agree that the laws of the State of Nevada shall govern the validity, construction, interpretation, and effect of this contract. Any and all disputes arising out of or in connection with the contract shall be litigated only in the Second Judicial District Court in and for the County of Washoe, State of Nevada, and Contractor hereby expressly consents to the jurisdiction of said court.
6. The Contractor shall neither assign, transfer, nor delegate any rights, obligations, or duties under this agreement without the prior written consent of TMCC.
7. The books, records, documents, and accounting procedures and practices of the Contractor relevant to this agreement shall be subject to inspection, examination, and audit TMCC.
8. Any reports, studies, photographs, negatives, computer discs, or other documents or drawings prepared by Contractor in the performance of its obligations under this agreement shall be the exclusive property of TMCC and all such materials, if any, shall be remitted to TMCC by Contractor upon completion, termination, or cancellation of this contract. Contractor shall not use, willingly allow, or cause to have such materials, if any, used for any purpose other than the performance of Contractor's obligations under this agreement without the prior written consent of TMCC.
9. Contractor agrees to indemnify and save and hold harmless the Board of Regents of the Nevada System of Higher Education, the Nevada System of Higher Education on behalf of Truckee Meadows Community College, their agents, officers, and employees harmless from any and all claims, causes of action, or liability arising from the performance of this agreement by Contractor or Contractor's agents, officers, or employees.
10. Insurance Coverage: Contractor shall, at Contractor's sole expense, procure, maintain, and keep in force for the duration of the Contract the following insurance conforming to the minimum requirements specified below. Unless specifically noted herein or otherwise agreed to by TMCC, the required insurance shall be in effect on or prior to the commencement of work by Contractor and shall continue in force as appropriate until the latter of:

- a. Final acceptance by TMCC of the completion of this contract; or
- b. Such time as the insurance is no longer required TMCC under the terms of this contract.

Any insurance or self-insurance available to TMCC shall be in excess of and non-contributing with any insurance required from Contractor. Contractor's insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by TMCC, Contractor shall provide TMCC with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the contract, an insurer or surety shall fail to comply with the requirements of this contract, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify TMCC and immediately replace such insurance or bond with insurance or bond meeting the contract's requirements.

Workers' Compensation and Employer's Liability Insurance

Contractor shall provide proof of workers' compensation insurance as required by NRS 616B.627 or proof that compliance with the provisions of Nevada Revised Statutes, Chapter 616A-D and all other related chapters, is not required.

Commercial General Liability Insurance

- a. Minimum limits required:
 - \$1,000,000 General Aggregate
 - \$1,000,000 Products & Completed Operations Aggregate
 - \$1,000,000 Personal and Advertising Injury
 - \$1,000,000 Each Occurrence
- b. Coverage shall be on an occurrence basis and shall be at least as broad as ISO 1996 form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, and liability assumed under contract.

Business Automobile Liability Insurance

- a. Minimum limit required: \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- b. Coverage shall include owned, non-owned, and hired vehicles.
- c. Coverage shall be written on ISO form CA 00 01 or a substitute providing equal or broader liability coverage.

Professional Liability/Errors & Omissions Insurance

Professional liability insurance is required only if the Contractor is performing work of a professional nature.

- a. Minimum limit required: \$1,000,000 per Claim
- b. Minimum limit required: \$3,000,000 Annual Aggregate
- c. Retroactive date: Prior to commencement of the performance of this contract.
- d. Discovery period: Three (3) years after termination date of contract.
- e. A certified copy of this policy is required.

Technology Errors and Omissions/Cyber Liability (when services include software/financial programs)

- a. Minimum limits required: \$3,000,000 Each Occurrence

Umbrella or Excess Liability Insurance

- a. May be used to achieve the above minimum liability limits.
- b. Shall be endorsed to state it is "As Broad as Primary Policies."

General Requirements

- a. Additional Insured: By endorsement to all liability policies, Truckee Meadows Community College shall be named as additional insureds for all liability arising from the contract.
- b. Waiver of Subrogation: Each liability insurance policy shall provide for waiver of subrogation against Truckee Meadows Community College.
- c. Cross-Liability: All required liability policies shall provide cross-liability coverage.
- d. Deductibles and Self-Insured Retentions: Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to TMCC. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$5,000.00 per occurrence, unless otherwise approved by institution's Risk Manager.
- e. Approved Insurer: Each insurance policy shall be:

- i) Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made, and
- ii) Currently rated by A.M. Best as "A- IX" or better.

Evidence of Insurance

Prior to the start of any work, Contractor must provide the following documents to TMCC:

- a. Certificate of Insurance: The Accord 25 Certification of Insurance form or a form substantially similar must be submitted to TMCC to evidence the insurance policies and coverages required of Contractor.
- b. Additional Insured Endorsement: An original Additional Insured Endorsement (ISO form CG20 10 11 85), signed by an authorized insurance company representative, must be submitted TMCC, by attachment to the Certificate of Insurance, to evidence the endorsement of TMCC as additional insured's.
- c. Policy Cancellation Endorsement: Except for ten (10) days' notice for non-payment of premium, each insurance policy shall be endorsed to specify that without sixty (60) days prior written notice TMCC, the policy shall not be canceled, non-renewed, or coverage and/or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mail to the address specified herein. A copy of this signed endorsement must be attached to the Certificate of Insurance.

11. Access: Contractor agrees to provide TMCC and its insurer access and authority to investigate on site and to obtain such information from Contractor as may be required to defend TMCC and its officers or employees from claims or litigation arising from activities under this contract.

12. The parties agree that Contractor is an independent contractor and that this contract is entered into in accordance with NRS 333.700, which statute in pertinent part provides that the contractor is not an employee of TMCC, and:

There shall be no:

- (1) Withholding of income taxes by TMCC;
- (2) Workers' compensation insurance provided by TMCC;
- (3) Participation in group insurance plans which may be available to employees of TMCC;
- (4) Participation or contributions by either the Contractor or TMCC to the public employees retirement system;
- (5) Accumulation of vacation leave or sick leave;
- (6) Unemployment compensation coverage provided by TMCC if the requirements of NRS 612.085 for independent contractors are met.

It is further agreed that Contractor is not an employee of TMCC and is not entitled to any of the compensation, benefits, rights, or privileges of employees of TMCC.

13. This contract constitutes the entire agreement between the parties and may only be modified by a written amendment signed by the parties.

14. Written notices required under this contract shall be sent certified mail, return receipt requested, to:

[Signature page to follow]

IN WITNESS WHEREOF, the parties hereto have executed this contract

DATED this ____ day of _____ 20____

BOARD OF REGENTS OF THE NEVADA SYSTEM OF
HIGHER EDUCATION

on behalf of Truckee Meadows Community College

By: _____
(Signature)

By: _____
(Signature)

