



STAFF REPORT

Report To: Board of Supervisors

Meeting Date: August 1, 2019

Staff Contact: Nicki Aaker (naaker@carson.org); Ben Johnson (bjohnson@carson.org)

Agenda Title: For Possible Action: Discussion and possible action regarding a Restricted Use Lease Agreement for Professional Animal Services between Carson City and the Nevada Humane Society (NHS), a private, nonprofit organization, to lease from the City to NHS property at 549 Airport Road for no monetary rent but as additional consideration for NHS's operation of the animal shelter, enforcement of animal control ordinances and other services for an annual amount of \$700,000 with cost of living adjustment payable by the City. (Nicki Aaker, NAaker@carson.org and Ben Johnson, BJohnson@carson.org)

Staff Summary: Carson City contracts with NHS for Animal Services as defined under Carson City Municipal Code (CCMC) section 7.13.010(5) including licensing, regulating, enforcing, impounding and care and disposal of animals within Carson City. In exchange, NHS leases city-owned property located at 549 Airport Road for use as a shelter and for administration of the Animal Services. Carson City also pays NHS \$700,000 annually for these services. An updated Agreement is proposed to continue operation of the animal shelter and for the performance of other Animal Services.

Agenda Action: Formal Action / Motion

Time Requested: 45 minutes

Proposed Motion

I move to approve the Agreement as presented.

Board's Strategic Goal

Efficient Government

Previous Action

September 18, 2014 – the Board of Supervisors approved a Lease, Professional Animal Services & Enforcement Agreement with NHS.

Background/Issues & Analysis

NHS is a private, non-profit Nevada corporation and society for the prevention of cruelty to animals incorporated under Nevada Revised Statute (NRS) Chapter 574. CCMC 7.13.020 allows the Board to contract for the operation, direction and supervision of Carson City Animal Services. Carson City owns property at 549 Airport Road. The facility is used for Animal Services conducted by NHS. The new agreement would continue the lease of the animal services facility and allow NHS to continue providing animal services in Carson City.

Applicable Statute, Code, Policy, Rule or Regulation

NRS Chapter 574; CMCC Chapter 7.13

Financial Information

Is there a fiscal impact? Yes

If yes, account name/number: 1016900-500349 - General Fund / Animal Services

Is it currently budgeted? Yes

Explanation of Fiscal Impact: The amount of \$700,000 for Animal Services was approved in the FY20 budget.

Alternatives

Do not approve the Agreement and provide alternative direction to staff.

Attachments:

[NHS \(Animal Services\) Agreement Draft.docx](#)

[Proposed NHS agreement CPI adjustment 2009-2018.xlsx](#)

[2014 Humane Society Contract_Executed.pdf](#)

Board Action Taken:

Motion: _____	1) _____	Aye/Nay
	2) _____	_____

(Vote Recorded By)

APN #: 010-003-104
Property Address:
549 Airport Road
Carson City, Nevada, 89701

AFTER RECORDING RETURN TO:

CARSON CITY PUBLIC WORKS
Attn: Stephanie Hicks, Real Property Manager
3505 Butti Way
Carson City, Nevada 89701

AND

CARSON CITY PURCHASING AND CONTRACTS
Attn: Carol Akers, Purchasing & Contracts Administrator
Purchasing and Contracts Department
201 North Carson Street, Suite 2
Carson City, Nevada 89701

MAIL TAX STATEMENT TO:
Nevada Humane Society
Arthur Westbrook
2825 Longley Lane
Reno, NV 89502

**RESTRICTED USE LEASE AGREEMENT FOR PROFESSIONAL ANIMAL SERVICES
BETWEEN THE NEVADA HUMANE SOCIETY AND
THE CONSOLIDATED MUNICIPALITY OF CARSON CITY**

This is a Restricted Use Lease Agreement for the Purpose of Professional Animal Services between the Nevada Humane Society, a Nevada non-profit corporation and Carson City, a consolidated municipality and political subdivision of the State of Nevada.

1. DEFINITIONS

Capitalized terms used throughout this Agreement have the meanings given to them in this section unless otherwise specified.

- A.** Agreement: This document, intended as a binding lease and contract for professional Animal Services.
- B.** Animal Services: shall be as defined by CCMC 7.13.010 (5).
- C.** City: The Consolidated Municipality of Carson City.
- D.** NHS: The Nevada Humane Society.
- E.** Property: The land and the facility located at 549 Airport Road, Carson City, Nevada.
- F.** Shelter: The building where the Animal Services are conducted, located on the Property at 549 Airport Road, Carson City, Nevada.

2. RECITALS.

Whereas the City is in need of Animal Services defined under Carson City Municipal Code (CCMC) section, 7.13.010 (5) as licensing, regulating, policing, enforcing, receiving, impounding, and care and disposal of animals that come into the custody of the City; and

Whereas NHS is a private, Nevada non-profit organization for the prevention of cruelty to animals under chapter 574 of the Nevada Revised Statutes (NRS), and is recognized as exempt under section 501(c)(3) of the Internal Revenue Code; and

Whereas Title 7 of the Carson City Municipal Code provides that the Carson City Board of Supervisors may authorize a contract for services between the City and an outside entity to perform professional Animal Services; and

Whereas NHS and the City have been affiliated by contract since 2014 for professional Animal Services, and the Carson City Board of Supervisors has determined that it is in the best interest of the City to continue this relationship; and

Whereas the professional services desired are exempt from the public bidding process pursuant to NRS 322.115 and therefore the City has offered to enter into a new contract with NHS; and

Whereas NHS agrees to provide the Animal Services as an independent contractor; and NHS represents that it is fully qualified to perform such professional services by virtue of specialized experience and training, education, and expertise of its principles and employees; and

Whereas the City is the owner of the Property located at 549 Airport Road, in Carson City; and

Whereas the City has made the Property available to NHS for the purpose of providing the necessary Animal Services with respect to Title 7 of the Carson City Municipal Code and NRS Chapter 574; and

Whereas NHS provides a service to the residents of the City, for the welfare, safety, and protection of animals and citizens, that the City would otherwise be required to expend money to provide; and

Whereas based on the above recitals, NRS 244.2835, and NRS 244.284 authorize the City to lease the Property under terms and conditions determined by the Carson City Board of Supervisors for a period not to exceed 99 years; and

Therefore, in consideration of the above, the City and NHS agree to the following:

3. NOTICE:

All notices or other communications required or permitted to be given under this Agreement must be in writing and will be deemed to have been duly given if delivered: personally in hand; by e-mail with acknowledged receipt; by regular mail with delivery confirmation; or by certified mail. Notices or communications must be served to the other party at the address listed below, or their respective legal counsel if applicable.

Notice to NHS must be addressed to:

Nevada Humane Society
Arthur Westbrook
2825 Longley Lane
Reno, NV 89502
775-856-2000 ext. 319
awestbrook@nevadahumanesociety.org

Notice to the City must be addressed to:

Carson City Purchasing and Contracts Department
Carol Akers, Purchasing & Contracts Administrator
201 North Carson Street, Suite 2
Carson City, NV 89701
775-283-7137
CAkers@carson.org

4. TERM

This Agreement will become effective once it is approved by the Carson City Board of Supervisors and all parties have executed the document with the authorized signatures. Once this Agreement becomes effective, it will supersede the previous contract. It will remain in effect for a period of ten (10) years unless the Agreement is amended, superseded, or it is terminated in accordance with this Agreement. At the end of that term, it will automatically renew for sixty (60) day periods until the Agreement is terminated, renewed, or renegotiated.

5. PROPERTY

A. LOCATION AND PURPOSE

The Property located at 549 Airport Road, Carson City, Nevada is leased to NHS only for the purpose of providing lawful professional Animal Services as described in Title 7 of the Carson City Municipal Code and as further described in section 6 "Services" of this Agreement. The lease of the premises is conditioned on it being used solely to provide professional Animal Services to Carson City as agreed upon in this document.

B. CONSIDERATION

The Board has determined that no rent will be charged in consideration of NHS' agreement to perform Animal Services for the City for \$700,000 per year, which will be further explained in Section 6 "Services." This determination is based on the costs and benefits to the City, and because NHS is a 501(c)3 Nevada non-profit corporation performing a service of value to members of the City's general public. Additionally, the Animal Services will be of great assistance to the City with an appropriate expense to the City. No security deposit is required to be paid by NHS.

C. INSPECTION

Prior to occupancy, NHS conducted a physical inspection of the Property and accepted its condition as to its fitness for the purposes stated in this Agreement.

D. ONGOING NOTIFICATION OF ACCIDENTS OR DEFECTS

During the duration of this Agreement, NHS will immediately notify the City of any accidents on, or defects in, or upon, the Property. Examples of this include but are not limited to malfunctions in water pipes, gas pipes, electric systems, heating apparatus, or any other service equipment. NHS shall be liable for the costs of repairing any damage resulting from any failure to timely notify the City of accidents or defects.

E. ONGOING RIGHT OF ENTRY BY THE CITY

The City will retain a key with which to unlock all of the doors in, upon and about the Property, excluding NHS' vaults, safes and files. NHS will permit the City, or anyone authorized on behalf of the City, to enter or go upon the Property during normal business hours for any reasonable purpose.

Reasonable purposes include but are not limited to: inspections of the Property, performance of repairs, maintenance, or improvements, to which the parties have agreed. However, the City's rights in non-emergency circumstances require any entry by the City to be carried out with as little interference to the business operations of NHS as is reasonable and are subordinate to the privacy of clients of NHS.

The City may enter or go upon the Property at any time in cases of emergency, and may use any and all means necessary to obtain entry to the Shelter, without liability to the City, unless the City fails to exercise due care on the part of the City.

Any entry to the Shelter obtained by the City under these circumstances shall not be construed or deemed to be a forcible or unlawful entry into, or a detainer of, the Shelter, or an eviction of NHS from the Shelter or any portion of the premises.

F. MAINTENANCE AND REPAIRS

i. Performed by the City

The City shall be responsible for maintaining at the City's expense, the building and grounds in keeping with the requirements of the City regarding structural integrity and current City, State, and Federal codes. "Grounds" for purposes of this Agreement shall be defined as the parking lot and sidewalks appurtenant to the building. In addition the City shall be responsible for maintaining the roof (including periodic gutter cleaning), foundation, exterior walls, plumbing, fire sprinkler system and fire alarm, jointly-used electrical panels and the HVAC system.

ii. Performed by NHS

NHS will comply with all applicable laws and professional standards for maintenance. NHS shall maintain the interior walls, the flooring (in a manner consistent with products used by the City and approved by the Facilities Maintenance Manager), paint, electrical wiring and fixtures, and fire extinguishers that are internal to NHS' space, and the interior of the premises in general. NHS shall maintain all landscaping including play yard and water features on the premises at NHS' expense. NHS shall be responsible for snow removal including but not limited to the designated public sidewalks, public entrance area, and public parking area. NHS shall also be responsible for maintenance of the card lock system. NHS shall be responsible for maintaining any security or burglary alarm systems.

Additionally, NHS shall perform the maintenance listed in **Exhibit A – Animal Services Routine Building Maintenance Schedule**, and report maintenance performed to the City Manager or her or his designee on a quarterly basis.

NHS will first notify and obtain the City's approval if it wishes to perform a repair other than those listed in this section or **Exhibit A**.

NHS shall be responsible for, at NHS' sole expense, the repair of any damage to the building and grounds, caused either intentionally or due to negligence that is attributable to NHS, its employees, agents, contractors, or invitees.

G. UTILITIES

NHS shall be responsible for establishing and paying for the ongoing costs of utility services provided at the Property. Examples of utility services include, but are not limited to: electricity, gas, water, sewer, trash collection, cable, and telephone.

H. CLEANING

NHS shall keep the Property clean and presentable. NHS shall be responsible for its own janitorial

services and provide any products or supplies associated with this service. NHS shall be responsible for any pest control services.

I. ALTERATIONS, ADDITIONS, OR IMPROVEMENTS

NHS shall not make any permanent alterations, additions, or improvements to the Property without first obtaining the written consent of the City. Any and all permanent alterations, additions, and improvements which are agreed upon shall be performed at the sole cost and expense of NHS, and will become the property of the City with the exception of trade fixtures. NHS to provide City "as-built" plans and copies of all permits, inspection reports, or any other documents regarding agreed to permanent alterations, additions or improvements on the Property.

J. HALLS AND STAIRWAYS

The sidewalks, halls, passages, and stairways shall not be obstructed or used for any purpose other than for ingress and egress.

K. WIRING

Electric wiring of every kind must be introduced and connected only as directed by the City. No boring or cutting for wires will be allowed except with the prior written consent of the City Manager or her or his designee.

L. ANTENNAE, AERIAL WIRES, OR OTHER OUTSIDE EQUIPMENT

No antennae, aerial wires or other equipment outside the building will be allowed without the prior written approval of the City Manager or her or his designee.

M. OUTSIDE WINDOWS

No blinds, shades, awnings, or other form of outside window covering, or window ventilators or similar devices will be installed without the prior written consent of the City Manager or her or his designee..

N. SIGNS

NHS has express permission to post signs for adoption promotions and special events. NHS shall not otherwise post any sign, banner, poster, or notice, anywhere that is visible from the outside of the Property without the permission of the City Manager or her or his designee. Permission will not be unreasonably withheld.

O. VEHICLES, OBSTRUCTIONS, AND REFUSE

Except vehicles necessary to NHS operations, NHS shall not bring or store any vehicle upon the Property. This duty extends to agents, employees, volunteers, clients, guests or invitees of NHS.

NHS shall not permit anything to be placed on the outside window ledges of the shelter, nor shall NHS permit anything to be thrown out of the windows of the Shelter.

NHS shall not permit any obstruction to be placed in any public part of the Property. Additionally, NHS shall not permit any refuse to be placed upon any public part of the Property except for in containers specifically designated for refuse.

P. SMOKING OR ALCOHOL

NHS shall not permit smoking or vaping at any time anywhere within the building or common areas. If NHS desires to permit smoking or vaping in an outside area, NHS shall only permit smoking or vaping in an outside area away from entrances that is specifically designated and identified by NHS. NHS shall be responsible for the proper disposal of any trash associated with this activity.

Except with respect to any NHS-hosted tours, fundraisers or special events, possession and consumption of alcoholic beverages is prohibited at anytime, anywhere on the Property.

Q. USE OF EXTERIOR GROUNDS

NHS shall not conduct any business activity outside the Shelter, nor store vehicles or other property, nor perform any services on: any sidewalk, parking lot, or other public area provided by the City without the written consent of the City Manager or her or his designee. Consent of the City shall not be unreasonably withheld if the proposed uses are for exhibits or activities which relate directly to the Animal Services described in this Agreement.

R. PEACE AND QUIET ENJOYMENT OF PROPERTY

The City warrants peaceful possession and quiet enjoyment of the Property during the term of this Agreement upon satisfactory performance of NHS' obligations pursuant to this Agreement. However, the City will not be responsible for the behavior of the public in response to any activity performed by NHS, including the enforcement of Title 7 of the Carson City Municipal Code.

S. ENCUMBRANCES AND LIENS

NHS shall not encumber the lease, leasehold estate, or any improvements on or within the Property. NHS shall not permit any liens to be filed against the Property for any reason.

T. PERSONAL PROPERTY

The City has or will determine what will be allowed in regard to the weight, size and position of all personal property brought onto the Property. The City will determine the times allowed for moving personal property into and out of the Shelter. All moving must be done under the supervision of the City.

The City will not be responsible for any loss or damage to any personal property due to any cause. All damage done to the Property by moving or maintaining personal property on the premises will be repaired at the discretion of the City and the expense of NHS.

All personal property in the building belongs to NHS and shall be maintained at the discretion and expense of NHS.'

6. SERVICES

A. PRELIMINARY MATTERS

i. Licenses and Permits

NHS represents that it is licensed by the City and the State of Nevada for the purposes of performing the services set forth in this Agreement.

NHS, shall ensure all of its employees, agents, subcontractors, volunteers or invitees, performing Animal Services at the direction, or on behalf of, NHS have all valid and current licenses, permits,

qualifications, and approvals of any nature, that are legally required to perform the Animal Services described in this Agreement, during the term of this Agreement. The City shall not be responsible for any cost or expense associated with this paragraph.

If NHS, its employees, agents, subcontractors, volunteers or invitees, performing Animal Services at the direction, or on behalf of NHS, performs any work that is contrary to this section, NHS will be solely responsible for any such violation, whether in law or in equity.

ii. Independent Contractor

NHS and the City agree that NHS will perform the Animal Services as an independent contractor and not as an employee or agent of the City. NHS will perform these services for a fixed price according to its own methods and without direct supervision or control of the City, except as to the results of the services and as otherwise specified in this Agreement. Persons employed or utilized by NHS in the performance of Animal Services will not be employees or agents of the City.

iii. Subcontracting

NHS may subcontract portions of the Animal Services upon the prior written approval of the City Manager or her or his designee. NHS will be solely responsible for payment for such subcontract services. No contractual relationship will exist between any such subcontractors of NHS and the City.

iv. No Partnership or Joint Venture

NHS is associated with the City only for the purposes of providing Animal Services. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for the City whatsoever with respect to the indebtedness, liabilities, and obligations of NHS or any other party.

v. Standard of Performance

- a.*** NHS will perform the Animal Services in the manner, and according to, the standards observed by a competent practitioner of the profession in which NHS is engaged in the geographical area in which NHS practices its profession and will prepare all work products required by this Agreement in accordance with those standards.
- b.*** NHS will comply with all federal, state, and local laws and regulations applicable to performance of the Animal Services, including, but not limited to any applicable building codes, the Americans with Disabilities Act, any copyright, patent or trademark law, any regulations regarding the handling and/or disposal of hazardous materials, all regulations regarding the handling and/or disposition of veterinary pharmaceuticals, and any air pollution control law(s) or regulation(s). NHS' failure to comply with any law(s) or regulation(s) applicable to the performance of the work in this Agreement shall constitute a breach of contract.
- c.*** NHS shall employ or use only competent personnel to perform the Animal Services pursuant to this Agreement. In the course of operating the Shelter and providing Animal Services, NHS shall employ or use personnel that are trained and qualified for the task to which they are assigned. In the event that the City, in its sole discretion, at any time during the term of this Agreement, finds a person performing his or her duties under this Agreement is not competent or is not performing his or her duties in a manner that is satisfactory to the City, the City will provide notice of the finding to NHS. NHS will terminate or reassign said person upon receipt of the notice.

- d.** NHS shall be responsible for the professional quality and technical accuracy of all of the services performed, whether the Animal Services are performed by NHS' employees, its agents, subcontractors, volunteers or invitees performing Animal Services on behalf or at the direction of NHS. All Animal Services performed by NHS shall be subject to inspection and acceptance by the City.
- e.** NHS shall employ sufficient people, and maintain sufficient staffing to ensure that the needs and demands of the community and its animals are adequately provided for consistent with the Carson City Municipal Code and the Nevada Revised Statutes. NHS is free to supplement paid staff with as many volunteer staff as it deems necessary. NHS will reasonably cooperate with other animal welfare organizations.

B. SCOPE OF WORK

i. Animal Services Manager

NHS shall be designated as the "Animal Services Manager" as defined in Carson City Municipal Code 7.13.010 (6), and shall possess all authority granted to it under Title 7 – ANIMALS of the Carson City Municipal Code.

ii. Animal Services Officer(s)

NHS shall hire a person or persons to follow, comply with, and enforce the various Chapters and Sections of Title 7 – ANIMALS of the Carson City Municipal Code and NRS chapter 574. As used in Carson City Municipal Code section 7.13.010(5) "policing" means supervising, controlling, or keeping in order through the enforcement of the provisions set forth in Carson City Municipal Code 7.13.020.

The person or persons hired by NHS shall comply with NRS 574.040 and obtain approval from the First Judicial District Court in Carson City to become sworn enforcement staff so the person may protect the safety and welfare of animals and citizens in carrying out the requirements and needs of Title 7 – ANIMALS of the Carson City Municipal Code. The person(s) sworn will be the designated Animal Services Officer(s).

It shall be the duty of NHS to ensure all Animal Services Officers are competent in: the enforcement of and compliance of appropriate laws, rules, and regulations; the operation of all necessary equipment; the ability to recognize animal breeds, diseases and injuries, and the administration of basic first aid to animals in the field.

iii. Enforcement of Ordinances

NHS shall coordinate its services performed under this Agreement with Carson City Sheriff, the Carson City 911 Emergency Dispatch Center and the Carson City District Attorney. Animal Services Officers shall not exercise the police power to arrest a human being. However, if the Animal Services Officer determines that arrest is appropriate, he or she may refer the arrest recommendation or complaint to the Sheriff's Office, which will be responsible for all further action at its discretion. Animal Services Officers may request the assistance of the Sheriff's Office for issuance of a citation if the circumstances require immediate action.

In all other cases not requiring arrest or immediate citation, Animal Services Officers may submit a request to the District Attorney's Office for possible filing of a criminal complaint. NHS will forward any criminal investigation cases in which prosecutions are sought to the Carson City District Attorney's Office. Animal Services Officers will follow the Carson City Municipal Code, the Nevada Revised Statutes, and all established report preparation protocols.

The City will provide, at its expense, training related to the prosecution of its cases from the Carson City District Attorney's office upon request. Any such training provided by the District Attorney's office is for educational purposes and will not be construed as legal advice, nor create an attorney-client relationship between the City and NHS. Additionally, NHS expressly agrees that any such training administered by the District Attorney's office and received by its Animal Services Officers will not create any liability for the City, and to the extent that any liability is impliedly created, NHS waives any claim to liability to the fullest extent permitted by law.

iv. Response to Calls for Animal Services and Acceptance of Stray Animals

NHS shall respond to calls for service received for appropriate Animal Services. NHS will coordinate with the Carson City Sheriff's Office in the event a call is forwarded to NHS from Carson City Sheriff's Office Dispatch center. Emergency after-hours calls for service will be forwarded to the on-call animal control officer. Non-emergency after-hours calls will be forwarded to a recorded line established by NHS.

NHS shall provide in-field response to emergencies within 30 minutes or less during regular service hours. Outside of regular animal control service hours, NHS will provide on-call emergency response to an emergency situation within 60 minutes. Examples of emergency situations include but are not limited to: animal medical emergencies such as animal(s) hit by a car(s), or animal(s) causing danger to humans. NHS shall provide non-emergency response within 24 hours of being notified during regular service hours.

NHS shall accept stray and feral surrenders during all normal business hours of operation. Special kennels for overnight stay will be available to the Carson City Sheriff's Office for the purposes of drop-off at all hours. Owner surrenders will be by appointment only during the hours of 11 am to 4 pm, Monday through Saturday.

v. Changes to the Carson City Municipal Code

NHS may make recommendations to the Board of Supervisors regarding any necessary changes to the Animal Code. However, NHS understands that changes to the Carson City Municipal Code require a process which includes the approval of a majority of the elected Board of Supervisors.

Additionally, the Carson City Municipal Code may be unilaterally amended by the Board of Supervisors if approved by a majority vote, without notice to, consent of, or input of, NHS.

C. CONSIDERATION, BILLING, FEES, AND OTHER FUNDING.

i. Amount

The City agrees to pay NHS for services that are performed in accordance with this Agreement in the amount of Seven Hundred Thousand Dollars (\$700,000) annually, paid in monthly installments of fifty-eight thousand, three hundred thirty-three dollars and thirty three cents (\$58,333.33) with one adjusted monthly odd payment. This amount represents full and adequate compensation for the Animal Services and includes fair and adequate compensation for the furnishing of all labor, materials, equipment, tools, appliances, and all other expenses, direct or indirect, and all other costs in any form that are not expressly recited as the responsibility of the City in this Agreement, for the provision of the Animal Services. NHS shall not be entitled to any additional payment or reimbursement for expenses of any kind incurred in performance of its duties under this Agreement, unless the Agreement specifically provides otherwise.

ii. Cost of Living Adjustment

The annual payment shall be adjusted at the commencement of the second (2nd) year of the term, and each year thereafter (hereinafter referred to as the adjustment date), to reflect any increase in the

cost-of- living over the preceding one (1) year period. The adjustment shall be calculated upon the basis of the percentage change in the Consumer Price Index (hereinafter referred to as the Index), All Urban Consumers, Series ID: CUUR0000SA0, U.S. City Average, Not Seasonally Adjusted, Annual Average, as published by the U. S. Department of Labor, Bureau of Labor Statistics. The annual average for the calendar year prior to the adjustment date shall be compared to the prior calendar year to determine the percentage increase in annual payment for the next year. The Cost of Living Adjustment shall be capped and cannot exceed five percent. If the Index is discontinued or revised during the term, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Index had not been discontinued or revised.

iii. Payment Eligibility

To be eligible for payment, NHS invoices must be submitted by the 5th of the month and not more often than monthly to the City. All invoices need to be sent to: Health Department, 900 E. Long Street, Carson City, NV 89706. Invoices from NHS shall be clearly marked with NHS' name, give an itemized description of services rendered during the period covered by the invoice, and individually list the number of hours work performed by employees, agents, subcontractors, volunteers or invitees performing Animal Services on behalf of or at the direction of NHS under the terms and requirements of this Agreement.

iv. Invoices and Quarterly Reporting Schedule

The flat fee of fifty-eight thousand, three hundred thirty-three dollars and thirty three cents (\$58,333.33) will be paid to NHS by the City on the first (1st) day of each month, but no later than the twentieth (20th) day of the month.

Payment is contingent on NHS providing a quarterly report (March, June, September and December) to the City Manager or her or his designee with: 1) Actual services performed including without limitation intakes, returns to owner, and adoptions, and 2) Maintenance performed. Each quarterly report shall have a cumulative year to date total for all data reported.

v. Fee Schedule

NHS shall establish a fee schedule and make it available for the public on the NHS website and on the NHS premises. The fee schedule must first be approved by the Board of Supervisors. Fees collected pursuant to the fee schedule will be retained by NHS. NHS may request permission to amend its established fee schedule on an annual basis. Amended fee schedules must be approved by the Board of Supervisors by a majority vote.

vi. Court-ordered Fines, Fees, Restitution, or Other Award

Court-ordered fines associated with the prosecution of cases will become the property of the City. Court-ordered Administrative Assessment fees associated with the prosecution of cases will go to the appropriate entity as directed by statute.

Any restitution ordered by the Court for expenses incurred by a victim associated with a criminal case will go to the person who paid the expense. Any court-ordered award of attorneys' fees or costs in the defense of a case will go to the party who paid the fees or costs. Any other court-ordered restitution will go to the party who incurred the expense and requested restitution. Other awards will be disbursed at the direction of the Court.

vii. City Donation Accounts

The City maintains numerous gift donation accounts made by private individuals to benefit the Carson City Animal Shelter. NHS may occasionally request contributions, with the supporting documentation of an actual or proposed purchase, from the City to NHS from these accounts provided the terms of the gift

are consistent with the request. All requests must be approved by the City Manager or her or his designee.

viii. Funding from Other Governmental Agencies

To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, NHS and any subcontractors shall comply with all applicable rules and regulations to which the City is bound by the terms of such fiscal assistance program.

7. INDEMNITY

- i.*** To the maximum extent permitted by law, NHS shall, at its own expense, indemnify, defend with counsel acceptable to the City (which acceptance will not be unreasonably withheld), and hold harmless the City, its officers, officials, employees, agents, and volunteers ("Indemnitees") from and against any and all liability, loss, damage, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, civil penalties and fines, expenses and costs (including, without limitation, claims expenses, attorney's fees and costs and fees of litigation) (collectively "Liability") of every nature, whether actual, alleged or threatened, arising out of or in connection with the Animal Services or NHS' failure to comply with any of the terms of this Agreement, regardless of any fault or alleged fault of the Indemnitees except as provided below in subsection iv.
- ii.*** NHS' obligation to indemnify, defend, and hold harmless under this provision shall not be excused because of NHS' inability to evaluate any Liability, or because NHS evaluates a Liability and determines that NHS is not or may not be liable. NHS must respond within 30 calendar days to any tender for defense and indemnity by the City, unless the time for responding is extended by an authorized representative of the City in writing. If NHS fails to accept tender of defense and indemnity within 30 calendar days, in addition to any other remedies authorized by law, so much of the money or that may become due to NHS under this Agreement as shall be reasonable considered necessary by the City, may be retained by the City until disposition has been made of the matter subject to tender, or until NHS accepts the tender, whichever occurs first.
- iii.*** NHS waives any and all rights to express or implied indemnity against the Indemnitees concerning any Liability of NHS arising out of or in connection with the Animal Services or NHS's failure to comply with any of the terms of this Agreement.
- iv.*** Subject to the limitations set forth in NRS Chapter 41 the City agrees to indemnify and hold NHS harmless, and shall defend any claims against NHS in any action where the central issue of the action was the City's sole negligence or the City's failure to abide by the terms of this Agreement.
- v.*** In the event that NHS or any employee, agent, or subcontractor of NHS providing services under this Agreement is determined by a court of competent jurisdiction or the Nevada Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, NHS shall indemnify, defend, and hold harmless the City for the payment of any employee or employer contributions for PERS benefits on behalf of NHS or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the City, and all such payments, penalties, interests, and contributions shall be the sole responsibility of NHS.

8. INSURANCE:

NHS must carry policies of insurance conforming to the minimum requirements specified below, unless otherwise agreed to in writing by the City. Such insurance must be maintained and kept in force for the duration of this Agreement. The City shall have no liability except as specifically provided in this Agreement.

NHS shall not commence work before: 1) NHS has provided the required evidence of insurance to the City (Purchasing and Contracts Department) and (2) the City has approved the insurance policies provided by NHS. The general and specific requirements are described in detail below.

A. GENERAL TERMS

- i.* Neither approval by the City nor failure to disapprove the insurance furnished by NHS shall relieve NHS of NHS' full responsibility to provide the insurance required by this Agreement.
- ii.* Prior approval of the insurance policies by the City shall be a condition precedent to any payment of consideration under this Agreement and the City's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent to this Agreement. Any failure of the City to timely approve shall not constitute a waiver of the condition.
- iii.* NHS' insurance policies shall apply on a primary basis. Any insurance or self-insurance available to the City under its coverage(s) shall be in excess of, and not contributing to, the insurance obtained by NHS. Until such time as the insurance is no longer required by the City, NHS shall provide the City with evidence of renewal or replacement insurance no less than thirty (30) calendar days before the expiration or replacement of the required insurance.
- iv.* If at any time during the period when insurance is required by this Agreement, an insurer or surety shall fail to comply with the requirements of this Agreement, as soon as NHS has knowledge of any such failure, NHS shall immediately notify the City and immediately replace such insurance or bond with an insurer meeting the requirements.
- v.* Compliance with the insurance requirements of this Agreement shall not limit the liability of NHS, its employees, agents, subcontractors, volunteers or invitees performing Animal Services on behalf of or at the direction of NHS, to the City or others, and shall be in addition to and not in lieu of any other remedy available to the City under this Agreement or otherwise.
- vi.* The City shall have the right to request and review a copy of any required insurance policy or endorsement at any time to assure compliance with these requirements.

B. COMMERCIAL GENERAL LIABILITY INSURANCE

NHS shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 for each occurrence.

i. Minimum Limits required:

- a.* Two Million Dollars (\$2,000,000.00) - General Aggregate.
- b.* Two Million Dollars (\$2,000,000.00) - Products & Completed Operations Aggregate.
- c.* One Million Dollars (\$1,000,000.00) - Each Occurrence.

- d.** CGL insurance shall be written on ISO occurrence form CG 00 01 04 13 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, products-completed operations, personal and advertising injury, and liability assumed under an insured contract [(including the tort liability of another assumed in a business contract)].
- e.** City and County of Carson City, Nevada, its officers, employees and immune contractors shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or CG 20 26, or a substitute providing equivalent coverage, and under the commercial umbrella, if any.
- f.** This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to City. There shall be no endorsement or modification of the CGL to make it excess over other available insurance; alternatively, if the CGL states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insured.
- g.** There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability assumed under a contract.
- h.** NHS waives all rights against City and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant to this Agreement. Insurer shall endorse the CGL policy as required to waive subrogation against City with respect to any loss paid under the policy.

C. BUSINESS AUTOMOBILE LIABILITY INSURANCE

NHS shall maintain automobile liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident for bodily injury and property damage.

i. Other Requirements

- a.** Such insurance shall cover liability arising out of owned, hired, and non-owned autos (as applicable). Coverage as required above shall be written on ISO form CA 00 01, CA 00 05, CA 00 25, or a substitute form providing equivalent liability coverage.
- b.** NHS waives all rights against City and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the automobile liability or other liability insurance obtained by NHS pursuant this Agreement.

D. PROFESSIONAL LIABILITY INSURANCE

NHS shall maintain professional liability insurance applying to all activities performed under this Agreement with limits not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate.

i. Other Requirements

- a.** Retroactive date: One day prior to the commencement of the performance of this Agreement.
- b.** NHS will maintain professional liability insurance during the term of this Agreement and for a period of three (3) years after termination of this Agreement unless waived by the City. In the event of non-renewal or other lapse in coverage during the term of this

Agreement or the three (3) year period described above, NHS shall purchase Extended Reporting Period coverage for claims arising out of NHS' negligent acts, errors and omissions committed during the term of the Professional Liability Policy.

- c. The Extended Reporting Period shall continue through a minimum of three (3) years after termination date of this Agreement.
- d. A certified copy of this policy may be required.

E. WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

- i. NHS shall provide workers' compensation insurance as required by NRS Chapters 616A through 616D inclusive and Employer's Liability insurance with a minimum limit not less than \$1,000,000 for each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.
- ii. NHS waives all rights against City and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by the workers' compensation and employer's liability or commercial umbrella liability insurance obtained by NHS pursuant to this Agreement. NHS shall obtain an endorsement equivalent to WC 00 03 13 to affect this waiver.

F. PROPERTY INSURANCE

- i. The City shall maintain a policy of fire and extended coverage insurance on the Property and all improvements.
- ii. NHS at its expense, shall obtain and keep in force during the term of this Agreement, a policy of fire, theft and other perils insurance covering NHS' furniture, fixtures, goods, wares, merchandise and other personal property maintained on the Property unless caused by or due to the negligence of the City its agents, servants or employees.
- iii. The City shall not be liable to NHS, or to any person whatsoever, for any damage caused by the acts or omissions of any persons occupying any space adjacent to or adjoining the premises unless the City or its agents caused the loss or damage.
- iv. Except for loss or damage caused by the City's sole negligence, the City shall not be responsible or liable to NHS for any loss or damage resulting to NHS or NHS's property from, but not limited to, any natural or manmade disaster, or water, gas or steam; or the bursting, stoppage, or leakage of pipes. NHS agrees to indemnify and hold the City harmless from and defend the City against any and all such claims or liability for any injury or damage to any person or property whatsoever, occurring in or on the premises or occurring as a result of the use of any of the facilities or appliances anywhere on the premises.

G. CERTIFICATE HOLDER

Each certificate shall list Carson City c/o Carson City Purchasing and Contracts, 201 N. Carson Street, Suite 2, Carson City, NV 89701 as a certificate holder.

H. ADDITIONAL INSURED

By endorsement to the general liability insurance policy evidenced by NHS, the City and County of Carson City, Nevada, its officers, employees and immune contractors shall be named as additional insureds for all liability arising from this Agreement.

I. WAIVER OF SUBROGATION

Each liability insurance policy, except for professional liability, shall provide for a waiver of subrogation in favor of the City.

J. CROSS LIABILITY

All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.

K. DEDUCTIBLES AND SELF INSURED RETENTIONS

Insurance maintained by NHS shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the City. Such approval shall not relieve NHS 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 the City.

L. POLICY CANCELLATION

Except for ten (10) calendar days' notice for non-payment of premium, NHS or its insurers must provide thirty (30) calendar days prior written notice to Carson City Purchasing and Contracts if any policy will be canceled, non-renewed, or if required coverage and/or limits will be reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by mail to Carson City Purchasing and Contracts, 201 N. Carson Street, Suite 2, Carson City, NV 89701. When available, each insurance policy shall be endorsed to provide thirty (30) days' notice of cancellation, except for ten (10) days' notice for non-payment of premium, to City.

M. APPROVED INSURER

Each insurance policy shall be issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers under federal and Nevada law and having agents in Nevada upon whom service of process may be made, and currently rated by A.M. Best as "A-VII" or better.

N. EVIDENCE OF INSURANCE

Before NHS begins its performance obligations under this Agreement, the following documents must be provided as evidence of insurance to Carson City Purchasing and Contracts, 201 North Carson Street, Suite 2, Carson City, NV 89701:

- i.* **Certificate of Insurance:** NHS shall furnish City with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth herein. The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to Carson City Purchasing and Contracts to evidence the insurance policies and coverages required of NHS.
- ii.* **Additional Insured Endorsement:** An Additional Insured Endorsement (CG20 10 or C20 26), signed by an authorized insurance company representative, must be submitted to Carson City Purchasing and Contracts to evidence the endorsement of the City as an additional insured.
- iii.* **Schedule of Underlying Insurance Policies:** If an Umbrella or Excess policy is evidenced to comply with the minimum limits, a copy of the Underlying Schedule from the Umbrella or Excess insurance policy may be required.

9. BREACH:

Failure to declare a breach or the actual waiver of any particular breach of this Agreement or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach. Failure to take action against NHS by the City shall not be construed to constitute a waiver of any other or subsequent breach nor shall the subsequent acceptance of any consideration by the City be construed as a waiver of any breach under this Agreement.

10. TERMINATION:

A. UNILATERAL TERMINATION BY THE CITY

The City may terminate this Agreement for convenience by giving at least 90 calendar days' written notice to NHS specifying the termination effective date. Upon receipt of such notice, NHS may continue performance of the services through the date of termination. The City shall pay NHS for services actually performed in accordance with this agreement through the termination effective date. The City may condition payment of such compensation upon NHS delivering to the City any and all documents provided to or prepared by NHS, and any and all materials or intangibles provided to or prepared by the City for NHS in connection with this Agreement.

If termination occurs under this provision, in no event shall NHS be entitled to anticipated profits on items or services not performed as of the effective date of the termination or compensation for any other item, including but not limited to, unabsorbed overhead. NHS shall assure that all subcontracts related to this Agreement likewise contain a termination for convenience clause which precludes the ability of any subcontractor to make claims against NHS for damages, due to breach of contract, of lost profit on items or services not performed or of unabsorbed overhead, in the event of a convenience termination.

B. TERMINATION FOR NONAPPROPRIATION

All payments and services provided under this Agreement are contingent upon the availability of the necessary public funding for payment of the Agreement sum, which may include various internal and external sources. In the event that Carson City does not acquire and appropriate the funding necessary to perform in accordance with the terms of the Agreement, the Agreement shall automatically terminate upon the City's notice to NHS of such nonappropriation, and no claim or cause of action may be based upon any such nonappropriation.

C. TERMINATION FOR BREACH OF CONTRACT

If either party materially breaches any term of this Agreement, in addition to any other remedy, either party may have at law or equity this agreement may be terminated. The following shall be considered as legally presumptive material breaches:

- i.* If NHS fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or any services called for by this agreement within the time requirements specified in this Agreement or within any granted written extension of those time requirements as provided by the City Manager or her or his designee;
- ii.* If NHS fails to obtain and maintain any current state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation, for the purpose of providing the services pursuant to this Agreement;
- iii.* If NHS fails to maintain the required level of insurance required in this Agreement;
- iv.* If NHS becomes insolvent, subject to receivership, or becomes voluntarily or

involuntarily subject to the jurisdiction of the bankruptcy court;

- v. If the City materially breaches any material duty under this Agreement and any such breach impairs NHS' ability to perform;
- vi. If the City finds that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by NHS, or any agent or representative of NHS, to any officer or employee of the City with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract;
- vii. If it is found by the City that NHS has failed to disclose any material conflict of interest relative to the performance of this Agreement.
- viii. If NHS ceases to exist or operate and/or is no longer able to provide the Animal Services for any reason whatsoever.

D. NOTICE AND OPPORTUNITY TO CURE BREACH OF CONTRACT

To terminate for breach of contract, the aggrieved party must first:

- i. Provide the non-aggrieved party with written notice of a declaration of breach of contract stating which provisions of the Agreement it believes have been breached and why.
- ii. The non-aggrieved party shall have seven (7) calendar days to respond, in writing, and provide evidence satisfactory to the aggrieved party that the declared breach has been corrected.
- iii. Should the breach be unable to be cured within seven (7) calendar days, the parties may stipulate in writing to a longer time period. Any such stipulation must be signed by the City Manager or her or his designee.
- iv. Should the aggrieved party fail to respond to the notice of breach of contract within seven calendar (7) days, the aggrieved party may terminate this Agreement.

E. WINDING UP AFFAIRS UPON TERMINATION

In the event of termination of this Agreement for any reason, the provisions of this section shall survive termination until the following have been completed:

- i. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Agreement. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;
- ii. NHS shall satisfactorily complete services in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the City;
- iii. NHS shall execute any documents and take any actions necessary to effectuate an assignment of this Agreement if so requested by NHS; and
- iv. NHS shall preserve, protect, and promptly deliver into City possession all proprietary

information in accordance with City Ownership of Proprietary Information.

11. REMEDIES:

Except as otherwise provided for by law or this Agreement, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorney's fees and costs. The parties agree that, in the event a lawsuit is filed and a party is awarded attorney's fees by the court, for any reason, the amount of recoverable attorney's fees shall not exceed the rate of \$125 per hour. The City may set off any invoiced fees against any unpaid obligation of NHS to the City.

12. LIMITED LIABILITY:

The City will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise expressly provided for elsewhere in this Agreement. Damages for any breach by the City shall never exceed the amount of funds appropriated for payment under this Agreement, but not yet paid to NHS, for the fiscal year budget in existence at the time of the breach. NHS' tort liability shall not be limited.

13. CONFIDENTIALITY:

NHS shall keep confidential all information, in whatever form, produced, prepared, observed or received by NHS to the extent that such information is confidential by law or otherwise required by this Agreement.

14. ASSIGNMENT / DELEGATION:

NHS shall neither assign, transfer nor delegate any rights, obligations, or duties under this Agreement without the prior written approval of the City. To the extent that any assignment of any right under this Agreement changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Agreement, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by the City such offending portion of the assignment shall be void, and shall be a breach of this Agreement. The parties do not intend to benefit any third party beneficiary regarding their respective performance under this Agreement.

Except as otherwise provided in this Agreement, neither the City nor NHS may assign, sublet, or transfer its interest in this Agreement or any part thereof, without the prior written consent of the other party. Any purported assignment without such consent will be void.

15. PUBLIC RECORDS:

Pursuant to NRS 239.010, information or documents received from NHS may be open to public inspection and copying. The City will have the duty to disclose such information or documents received from NHS unless a particular record is made confidential by law or a common law balancing of interests outweighs the strong public interest in disclosure of the information. NHS may clearly label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 332.061, provided that NHS agrees to indemnify and defend the City for honoring such a designation. The failure to so label any document that is released by the City shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

16. FORCE MAJEURE:

Neither party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due an event of Force Majeure. In this clause, "Event of Force Majeure"

means an event beyond the control the parties, which prevents a party from complying with any of its obligations under this Agreement, including but not limited to: to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of this Agreement after the intervening cause ceases.

17. SECTION HEADINGS:

The section headings contained in this agreement are for convenience in reference and are not intended to define, govern, limit, modify, or in any manner affect the scope, meaning, or intent of the provisions of this Agreement.

18. TIME IS OF THE ESSENCE:

Time is of the essence of this Agreement and the performance of each and every provision within this Agreement.

19. TAXES AND OTHER GOVERNMENT OBLIGATIONS:

NHS is solely responsible for the payment of any federal, state, or local, taxes, assessments, fees, fines, judgments, premiums, permits, and licenses required or imposed by law or a court incident to this agreement.

Additionally, NHS shall be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Agreement. The City may set off against invoiced fees due any delinquent government obligation.

Real property and personal property taxes are the responsibility of NHS in accordance with NRS Chapter 361 generally. NHS, as a charitable, non-profit Nevada organization under NRS 361.060,140, and 157, will timely request and file for any applicable exemptions.

20. SEVERABILITY:

If any provision contained in this Agreement is held to be invalid, void, or unenforceable by a court of law or in equity, the provisions of this Agreement not adjudicated as such will remain in full force and effect. The non-enforceability of any such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.

21. CITY OWNERSHIP OF PROPRIETARY INFORMATION:

Any files, reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer programs, computer codes, and computer records (which are intended to be consideration under this Agreement), or any other documents or drawings, prepared or in the course of preparation by NHS (or its subcontractors) in performance of its obligations under this Agreement shall be the exclusive property of the City and all such materials shall be delivered into City possession by NHS upon completion, termination, or cancellation of this Agreement.

NHS shall not use, willingly allow, or cause such materials to be used for any purpose other than performance of NHS' obligations under this Agreement without the prior written consent of the City.

22. LOBBYING:

The parties agree, regardless of whether the same may be prohibited or not by federal law or otherwise, that no funding associated with this Agreement will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:

- i. Any federal, state, county or local agency, legislature, commission, council or board;
- ii. Any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or
- iii. Any officer or employee of any federal, state, county or local agency; legislature, commission, council or board.

23. GOVERNING LAW / JURISDICTION:

This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. NHS consents and agrees to the jurisdiction of the courts of the State of Nevada located in Carson City, Nevada for enforcement of this Agreement, and that Carson City shall be the sole forum for resolution of any disputes arising under this Agreement.

24. ENTIRE CONTRACT AND MODIFICATION:

This Agreement and the Exhibits specifically recited herein constitute the entire Agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and agreements that may have been made in connection with this Agreement. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement.

Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto. Conflicts in language between this Agreement and any subsequent modification of this Agreement, or new agreement between the City and NHS on regarding the Animal Services or the Property in any way shall be construed consistent foremost with the terms of this Agreement.

25. SOPHISTICATED PARTIES AND INDEPENDENT COUNSEL:

The parties agree that each has had their respective counsel review this Agreement and are sophisticated entities, and as such this Agreement shall be construed as if it was jointly drafted.

26. BINDING EFFECT:

This Agreement is binding upon the City, NHS and their respective successors.

27. GOOD STANDING:

NHS represents that the execution of this Agreement and performance of Animal Services as specified herein will not violate any provisions of or constitutes a default under any other agreement to which NHS is a party or is bound. Further, represents NHS is not precluded or prohibited, in any way, whether in law or in equity, from performing the Animal Services it is agreeing to in this Agreement, nor will it impose any liability or obligation upon the City for accepting such Animal Services, other than those that are expressly agreed to within the four corners of this Agreement.

28. PROPER AUTHORITY:

The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement. NHS acknowledges that this Agreement is

effective for the period of time specified in this Agreement. Any Animal Services performed by NHS before this Agreement is effective or after it ceases to be effective is performed at the sole risk of NHS.

29. ACKNOWLEDGMENT AND EXECUTION:

This Agreement may be executed in counterparts, each of which shall be an original and all of which together shall constitute one Agreement. The parties hereto have caused this Agreement to be signed and intend to be legally bound thereby as follows:

CITY

Carson City Purchasing & Contracts

Attn: Carol Akers, Administrator
201 North Carson Street, Suite 2
Carson City, Nevada 89701
Telephone: 775-283-7137
Fax: 775-887-2107
CAkers@carson.org

CITY'S LEGAL COUNSEL

Carson City District Attorney

I have reviewed this Contract and approve
as to its legal form.

By: _____
Carol Akers, Administrator

By: _____
Deputy District Attorney

Dated _____

Dated _____

CITY'S ORIGINATING DEPARTMENT

Carson City Health and Human Services

900 E. Long Street

Telephone: 775-283-7704

naaker@carson.org

BY: Nicki Aaker, Director

Carson City Health and Human Services

Account #101-6900-442-03-49

By: _____
Nicki Aaker, Director

Dated _____

NEVADA HUMANE SOCIETY

BY: Arthur Westbrook

Nevada Humane Society

549 Airport Road
Carson City, NV 89701
Office: (775) 887-2171
Fax: (775) 887-2128

By: _____

DATED: _____

CONTRACT ACCEPTANCE AND EXECUTION:

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of _____ approved the acceptance of the attached Agreement hereinbefore identified as **CONTRACT No.** _____. Further, the Board of Supervisors authorizes the Mayor of Carson City, Nevada to set his hand to this document and record his signature for the execution of this Agreement in accordance with the action taken.

CARSON CITY, NEVADA

ROBERT L. CROWELL, MAYOR

DATED this ____ day of _____, 2019.

ATTEST:

AUBREY ROWLATT, CLERK-RECORDER

DATED this ____ day of _____, 2019.

Appendix A – Animal Services Routine Building Maintenance

BUILDING EXTERIOR	FREQUENCY	MAINTENANCE PROCEDURES	DATE COMPLETED	SIGNATURE
Windows and Doors	Annually	Inspect for forced entry, correct hardware operation, weather stripping and sealants.		
Hose Bibs	Semi-Annually	Inspect for damage and winterize in advance of freezing temperatures.		
Dryer Vents	Monthly	Clean bird screens monthly and vent as required.		
BUILDING INTERIOR & SERVICES	FREQUENCY	MAINTENANCE PROCEDURES	DATE COMPLETED	SIGNATURE
Door handles, Hinges and Closures	Semi-Annually	Check hardware for proper function, check and test fire exit hardware.		
Appliances	Semi-Annually	Check fridge seals and drain tubes. Check stove burners and wires for electrical shorting and grease building up. Check hood fans for filters, venting, grease build up and fire hazards.		
Walls and Ceiling	Semi- Annually	Inspect for mold, water damage, holes, cracking, paint and humidity levels.		
Boiler/Furnace	Annually			
Air Conditioning	Annually	Inspect for damage, icing, noise, leaks. Clean condenser.		
	Quarterly	Replace Filter		
Ductwork	Annually	Clean and inspect for rust or damage.		
	Semi-Annually	Clean and inspect return vents		
Gas Piping	Annually	Inspect for leaks and clearance between gas fired fixtures and combustibles.		

Hot Water Tank	Annually	Open drain, inspect pressure reducer valve for leaks. Clean and replace lime stone in neutralizer.		
Electrical Panel and Wiring	Monthly	Inspect for loose, frayed, exposed or overloaded wires/plugs. Test ground fault plugs monthly.		
Swamp Cooler	Semi-Annually	Winterize prior to winter and prep for use in the summer.		

CPI-All Urban Consumers (Current Series)

Original Data Value

Series Id: CUUR0000SA0

Not Seasonally Adjusted

Series Title: All items in U.S. city average, all urban consumers, not

Area: U.S. city average

Item: All items

Base Period: 1982-84=100

Years: 2009 to 2018

Year	Annual	% change
2009	214.537	
2010	218.056	1.6%
2011	224.939	3.2%
2012	229.594	2.1%
2013	232.957	1.5%
2014	236.736	1.6%
2015	237.017	0.1%
2016	240.007	1.3%
2017	245.120	2.1%
2018	251.107	2.4%

24(B)

**City of Carson City
Agenda Report**

Date Submitted: September 9, 2014

Agenda Date Requested: September 18, 2014
Time Requested: 60 minutes

To: Carson City Board of Supervisors
From: Health and Human Services (Nicki Aaker)

Subject Title: For Possible Action: Action to approve a Lease and a Professional Animal Services & Enforcement Agreement between Carson City and the Nevada Humane Society, a private, non-profit Nevada corporation and a society for the prevention of cruelty to animals incorporated under NRS 574 for Animal Services' operation, direction, supervision, regulation, policing, and enforcement.

Staff Summary: Pending approval by the Carson City Board of Supervisors, Carson City will contract with the Nevada Humane Society for Animal Services' operation, direction, supervision, regulation, policing, and enforcement. The Nevada Humane Society is a private non-profit Nevada corporation recognized as exempt under section 501(c)(3) of the Internal Revenue Code with an established record of providing humane animal services in Nevada.

Type of Action Requested: (check one)
☐ Resolution ☐ Ordinance
☒ Formal Action/Motion ☐ Other (Specify) Information Only

Does This Action Require A Business Impact Statement: ☐ Yes ☒ No

Recommended Board Action: I move to approve a Lease and a Professional Animal Services & Enforcement Agreement between Carson City and the Nevada Humane Society, a private, non-profit Nevada corporation and a society for the prevention of cruelty to animals incorporated under NRS 574 for Animal Services' operation, direction, supervision, regulation, policing, and enforcement.

Explanation for Recommended Board Action: Upon Carson City Board of Supervisor's approval and the approval of the 2nd reading of the Carson City Municipal Code (CCMS) 7.13, Carson City and the Nevada Humane Society will enter into a Lease and a Professional Animal Services & Enforcement Agreement. The lease covers the property located at 3770 Butti Way; Carson City, Nevada and eventually the new property commonly referred to as the Carson City Corporate Yard located at 549 Airport Road; Carson City, Nevada. Carson City will contract with the Nevada Humane Society, a society for the prevention of cruelty to animals incorporated under NRS 574, for Animal Services' operation, direction, supervision, regulation, policing, and enforcement.

Applicable Statute, Code, Policy, Rule or Regulation: CCMC 7.13, NRS 574

Fiscal Impact: Yes

Explanation of Impact: An annual budget savings of approximately \$35,000

Funding Source: 101-6900

Alternatives: Do not approve the Lease and Professional Animal Services & Enforcement Agreement

Supporting Material: (1) Lease, Professional Animal Services & Enforcement Agreement (Carson City Animal Shelter); (2) Exhibit A – Independent Contractor Agreement – Scope of Work; (3) Exhibit B – City Property Inventory

Prepared By: Nicki Aaker, MSN, MSN, RN

Reviewed By: N. Aaker Date: 9/9/14
(Department Head)
Nichols Marano Date: 9/9/14
(City Manager)
[Signature] Date: 9/9/14
(District Attorney)
Dary Paulra Date: 9/9/14
(Finance Director)

Board Action Taken:

Motion: App. 1) BB 50
2) KA Aye/Nay

[Signature]
(Vote Recorded By)

**LEASE, PROFESSIONAL ANIMAL SERVICES & ENFORCEMENT AGREEMENT
(CARSON CITY ANIMAL SHELTER)**

THIS LEASE, PROFESSIONAL ANIMAL SERVICES & ENFORCEMENT AGREEMENT (hereinafter "Agreement") is made and entered into this 1st day of October, 2014, by and between **CARSON CITY**, a Nevada consolidated municipality, hereinafter "City" or "Landlord", and **NEVADA HUMANE SOCIETY**, a private, Nevada non-profit organization recognized as exempt under section 501(c)(3) of the Internal Revenue Code hereinafter "Tenant."

WITNESSETH:

WHEREAS, City is the owner of certain land and improvements currently located at 3770 Butti Way, Carson City, Nevada and commonly referred to as the Carson City Animal Shelter (hereinafter the "Old Shelter");

WHEREAS, City is in the process of raising capital funding to develop and construct a new animal shelter in a new location yet to be exactly determined, but in an area commonly referred to as the Carson City Corporate Yard located at 549 Airport Road, Carson City, Nevada, and upon completion and issuance of a certificate of occupancy by the City, this Agreement shall automatically terminate from the Old Shelter and automatically become effective with respect to the new location (hereinafter "New Shelter");

WHEREAS, City desires to make the Old Shelter and eventually the New Shelter (hereinafter "Property") available to a private, non-profit organizations to provide animal services, animal licensing and law enforcement with respect to Carson City Municipal Code, Title 7 – ANIMALS (hereinafter "Animal Code"), and NRS chapter 574;

WHEREAS, Tenant is a private, Nevada non-profit organization recognized as exempt under section 501(c)(3) of the Internal Revenue Code with an established record of providing humane animal services in Nevada;

WHEREAS, Tenant is an incorporated society for prevention of cruelty to animals ("Society") under Nevada Revised Statutes (NRS) chapter 574;

WHEREAS, pursuant to NRS 574.040 a member, agent or local or district officer of a Society, if authorized in writing by the trustees of the Society, approved by a First Judicial District Court Judge, and sworn in the same manner as peace officers are sworn, and carrying a badge issued by the Society, may enforce Carson City's Animal Code and NRS chapter 574;

WHEREAS, without the services of Tenant, the City would otherwise be required to expend money for the welfare, safety and protection of animals and citizens; and

WHEREAS, pursuant to NRS 244.2835, NRS 244.284 and the above recitals, City is authorized to lease its Property to Tenant for a term of years (not exceeding 99 years) without first acquiring an appraisal, and may lease such for no or nominal consideration.

NOW, THEREFORE, in consideration of the promises and commitments made herein, the sufficiency of which is hereby acknowledged, it is agreed as follows:

1. Leased Premises (Old Shelter). Landlord does grant, demise and let unto Tenant, and Tenant does by these presents lease from Landlord the "Leased Premises" being the building and appurtenances thereto located at 3770 Butti Way, Carson City. The "Leased Premises" is further commonly referred to as the Carson City Animal Shelter (not including the pet cemetery) (hereinafter the "Old Shelter"). Landlord also hereby grants to Tenant a license, which is revocable only for cause during the term of this Lease, to use the access ways, parking area(s), sidewalks and other common use/common areas of the Property and any designated City public parking areas adjacent to the Property as are reasonably necessary for Tenant's use of the Leased Premises.

1.1 Leased Premises (New Shelter). Upon issuance of a certificate of occupancy for the New Shelter, the Old Shelter lease shall automatically terminate and Landlord does thereupon grant, demise and let unto Tenant, and Tenant does by these presents lease from Landlord the "Leased Premises" being the building and appurtenances thereto located at a location yet to be exactly determined by the City, but in an area commonly referred to as the Carson City Corporate Yard located at 549 Airport Road, Carson City, Nevada (hereinafter the "New Shelter"), which shall eventually have a more specific property description that shall be deemed to be incorporated in this Agreement. Landlord also hereby grants to Tenant a license, which is revocable only for cause during the term of this Lease, to use the access ways, parking areas, sidewalks and other common use/common areas of the Property and any designated City public parking area(s), if any, adjacent to the Property as are reasonably necessary for Tenant's use of the Leased Premises.

2. Term (Old Shelter). The term of the Old Shelter Lease shall be for five (5) years, commencing on October 1, 2014, and shall end on September 30, 2019, unless sooner terminated upon the City's issuance of a certificate of occupancy for the New Shelter, or otherwise terminated pursuant to any provisions in this Agreement.

2.1 Term (New Shelter). Upon the termination of the Old Shelter Lease, this agreement can be renegotiated. The term of the New Shelter Lease shall be approximately ten (10) years, commencing upon the issuance of a certificate of occupancy by the City for the New Shelter, and shall in any event end on that date which is 10 years from the Commencement Date of the Lease with successive automatic five (5) year renewal periods thereafter, unless sooner

terminated pursuant to any provisions in this Agreement. The term of the New Shelter Lease shall have a maximum term date of 99 years.

3. Possession. If the Landlord cannot deliver possession of said Premises (Old Shelter or New Shelter) to the Tenant at the commencement of the term hereof, this Lease shall not be void or voidable, nor shall Landlord be liable to Tenant for any loss or damage resulting therefrom, nor shall the expiration date of the above term be in any way extended. In the event that Landlord shall permit Tenant to occupy the Premises prior to the commencement date of the term, such occupancy shall be subject to all the provisions of this Lease. Said early possession shall not advance the termination date hereinabove provided.

4. Tenant - Professional Animal Services. The Leased Premises is being let to Tenant for the purpose of providing professional animal services, animal licensing, and Animal Code and law enforcement on behalf of the City and the citizens of Carson City. The services to be provided by Tenant shall include those services as set forth in **Exhibit A – Independent Contractor Agreement - Scope of Work** which is attached hereto and made a part hereof ("Services"). Tenant understands that this Lease is conditioned upon providing such Services on a continuing and uninterrupted basis. In the event Tenant ceases to exist or operate and is no longer able to provide the Services for any reason whatsoever, Tenant shall immediately provide written notice to Landlord and this Lease shall terminate. Tenant's failure to provide Services shall constitute a default under this Lease.

5. Rent. Landlord agrees to let the Leased Premises to Tenant for a rental fee of \$1.00 per year.

6. Security Deposit. A security deposit shall not be required of the Tenant.

7. Obligation of Landlord. Landlord warrants peaceful possession and quiet enjoyment of the Leased Premises to Tenant during the term hereof upon performance of Tenant's covenants herein. Landlord shall not be responsible for the behavior of the public in response to any law enforcement activity, without limitation, including the professional services provided pursuant to this Agreement.

8. Condition of Leased Premises. Tenant covenants, agrees and represents that prior to occupancy it has conducted a physical inspection of the Leased Premises and that it accepts the same in its present condition, as is, as to its fitness for Tenant's purposes.

9. Use of Leased Premises. Unless specifically prohibited herein or by law, Tenant shall have the right to occupy, use, operate and conduct its business within and upon the Leased Premises specifically to provide those services and related administrative operations as set forth in **Exhibit A – Independent Contractor Agreement - Scope of Services** attached hereto and incorporated herein. No other uses, activities or

operations shall be conducted by the Tenant from the Leased Premises without first obtaining the Landlord's prior written consent. In using the Leased Premises, Tenant must comply with all applicable laws, ordinances, and regulations from any and all authorities having jurisdiction. Subject to the provisions of Paragraph 13.2, tenant specifically agrees to comply and pay all costs associated with achieving such compliance.

9.1 Donation, Use and Replacement of City Personal Property Located Upon the Leased Premises – Temporary Transitional Support. The Carson City Animal Shelter is an ongoing operation with numerous City personal property assets necessary to its operation. City's personal property shall be inventoried in writing in **Exhibit B - City Property Inventory**, which shall be incorporated and made part of this Agreement.

9.1.1 *Donations of City Personal Property.* While generally it would be the desire of Landlord to donate to Tenant most of its personal property found in **Exhibit B – City Property Inventory** to Tenant, Landlord will need to conduct a records search on many of the property items to determine any limits of law, limits of grants and limits of terms of the originating gift(s) or donation(s) regarding such property, individually, before any gift or donation of such individual property to Tenant can be completed, if at all. Therefore, with respect to each personal property item on the **Exhibit B – City Property Inventory**, until receipt of written notification from Landlord (or from an authorized City official) of actual donation of one or more particular items of such personal property to Tenant, the following shall apply:

9.1.1.1 The property identified in **Exhibit B – City Property Inventory** shall remain City property until normal wear and tear destruction and replacement. Tenant shall have right and license to use such City personal property without rent. Tenant shall have a right of first refusal to any City desired temporary use of such personal property. Tenant shall be responsible to reasonably maintain such used City property to ensure adequate property life and adequate employee and public safety. Tenant shall not have the right to sell or trade any of the donated personal property without the express written authorization of the City. The Landlord shall have no duty or obligation to maintain, repair or replace any such personal property.

9.1.1.2 Property purchased with grant funds will remain City Property which can be used by the Tenant. The Landlord shall have no duty or obligation to maintain, repair or replace any such personal property.

9.1.1.3 Any City licensed vehicles found in the City Property Inventory that are used by the Tenant shall be privately insured by the Tenant consistent with terms specified in **Exhibit A - Independent Contractor Agreement – Scope of Work** "Insurance Requirements" and the City, its officers and employees shall be named as additional insured.

9.1.1.4 The City will donate the Animal Shelter phones, software and related systems to Tenant. Chameleon Software will be donated per approval by the vendor. The Landlord shall have no duty or obligation to maintain, repair or replace any such personal property.

9.1.1.5 The City will donate the radios and radio system to Tenant. Tenant agrees to abide by the Federal Trade Commission's rules and regulations pertaining to radio systems and pay the monthly lease fee. The Landlord shall have no duty or obligation to maintain, repair or replace any such personal property.

9.1.1.6 All replacement of personal property shall be at the discretion of Tenant, shall be the fiscal responsibility of the Tenant, and any such replacement property shall be separately inventoried annually in writing in **Exhibit C – Tenant Replacement Property Inventory**, which shall be incorporated and made part of this Agreement. Except as otherwise provided below in Section 25 (Personal Property upon Cancellation or Term of Lease), all donated City property and all Tenant's replacement property shall remain the property of the Tenant.

10. Alterations, Improvements and Repairs. Except as otherwise provided below in Sections 11 and 13 of this Lease, Tenant shall make no alterations, improvements or repairs to any portion of the Leased Premises or the Property without written approval of the City Manager of Carson City, or his designee. Further, Tenant agrees not to commit waste on the Leased Premises and to return and surrender same to Landlord upon termination of this Lease in as good a condition as when the Lease commenced, normal wear and tear excepted. Tenant shall promptly notify Landlord of any necessary and emergency repairs. Any alterations, improvements and repairs shall remain the property of Landlord.

11. Damage to Leased Premises. Tenant shall not cause damage to the Leased Premises or the Property. The doors, sashes, window, glass doors, lights and skylights that reflect or admit light into the halls or other places of the Leased Premises shall not be covered or obstructed. The toilets and urinals shall not be used for any purpose other than those for which they were constructed, and no rubbish, newspapers or other substance of any kind shall be thrown into them. Waste and excessive or unusual use of water shall not be allowed. Tenant shall be permitted to hang pictures on the walls of

Tenant's offices, but it must be done in a workmanlike manner and in such a way as not to damage or deface such walls in an abnormal manner. Tenant agrees that it shall be held liable for and bear the cost of repair for the acts of its agents, employees, clients, occupants, invitees and guests which result in the breakage, stoppage or damage to Leased Premises and appurtenant facilities.

12. Inspections. Except in cases of emergency, Landlord may only enter upon the Leased Premises after a 24 hour written or verbal notice at all reasonable times, with others or through others, for any or all of the following purposes:

12.1 To examine the condition of the Leased Premises and/or of any adjacent premises owned, leased or controlled by Landlord.

12.2 With prospective tenants, if any, to show the premises for lease.

12.3 To effectuate any necessary repairs, construct improvements or perform maintenance.

12.4 Landlord's rights hereunder shall require such entry and all work done by Landlord and its contractors be carried out with as little interference with Lessee's business operations as is reasonable, and shall be subordinate to the rights and privacy of patients and clients of Tenant.

12.5 Tenant hereby waives any claim for damages or for any injury or inconvenience to or interference with Tenant's Services, any loss of occupancy or quiet enjoyment of the Leased Premises, and any other loss occasioned thereby. For each of the aforesaid purposes, Landlord shall at all times have and retain a key with which to unlock all of the doors in, upon and about the Leased Premises, excluding Tenant's vaults, safes and files, and Landlord shall have the right to use any and all means which Landlord may deem proper to open said doors in an emergency, in order to obtain entry to the Leased Premises without liability to Tenant except for any failure to exercise due care for Tenant's property. Any entry to the Leased Premises obtained by Landlord by any of said means, or otherwise shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into, or a detainer of, the Leased Premises, or an eviction of Tenant from the Leased Premises or any portion thereof.

13. Maintenance, Repairs, Replacement and Snow Removal.

13.1 Tenant shall provide for all routine maintenance of the Leased Premises and the Property to maintain it in good condition and repair, in compliance with all applicable laws and normal professional standards for maintenance. Such maintenance shall include, routine repairs to the Leased Premises, ceiling light and bulb replacement, repair or replacement of bathroom or kitchen finish plumbing, water heater, basic electrical plugs, switches, fuses, sound, phone or data, staff room kitchen fixtures, if any, and basic HVAC and mechanical systems

maintenance and repair. Tenant shall provide for its own janitorial services, paper products, cleaning supplies, and interior painting.

13.2 Landlord shall provide all major maintenance and repairs such as exterior painting, roof maintenance and replacement, HVAC and mechanical system replacement, major plumbing, major electrical, asphalt, concrete sidewalks and walkways. The Landlord shall provide for landscaping, irrigation, and snow removal including but not limited to the designated public sidewalk(s), public entrance area and public parking area.

14. Halls and Stairways. The sidewalks, halls, passages, and stairways shall not be obstructed by any of the Tenants, their agents, employees, clients, guests or invitees, or used by them for any purpose other than for ingress to and egress.

15. Wiring. Electric wiring of every kind shall be introduced and connected as directed by Landlord and no boring or cutting for wires will be allowed except with the prior written consent of Landlord. The location of telephones, call boxes and similar equipment shall be subject to approval of Landlord.

16. Safes, Moving, Furniture, Etc. Landlord shall prescribe the weight, size and position of all safes and other property brought into the Leased Premises, and also the times of moving the same in and out of the building, and all such moving must be done under the supervision of Landlord. Landlord will not be responsible for any loss or damage to any such safe or property from any cause; but all damage done to the building by moving or maintaining any such safe or property shall be repaired at the expense of Tenant.

17. Signs. Tenant shall not affix or post any manner of sign, banner, poster, or notice anywhere within any exterior windows, on the outside of the Leased Premises or elsewhere on the Property without permission of the City Manager of Carson City, which permission shall not unreasonably be withheld. Signage shall be adequate for the public services being provided without damaging the esthetics of the building design and the surrounding neighborhood.

18. Smoking/Alcohol. Tenant shall not permit smoking or vaping at any time anywhere within the Leased Premises, restrooms or common areas. Smoking or vaping is permitted only in those outside areas as specifically designated and identified by Tenant, if any. Tenant's agents, employees, clients, guests and invitees who smoke/vape on the Property are responsible for proper disposal of cigarette butts, ashes, and packaging. Except with respect to any Tenant-hosted tours, fundraisers or special events, possession and consumption of alcoholic beverages is prohibited at anytime, anywhere within the Leased Premises, restrooms and common areas. Tenant shall notify its agents, employees, clients, invitees and guests as necessary to enforce the smoking/vaping and alcohol prohibition.

19. Antennae. Tenant shall not install any antennae, aerial wires or other equipment outside the building without the prior written approval of the City Manager of Carson City.

20. Locks. Tenant must upon the termination of Tenant's tenancy, restore or provide to Landlord all keys furnished to or otherwise procured by Tenant and in the event of the loss of any keys so furnished, Tenant shall pay to Landlord the cost thereof.

21. Outside Window Shades. Tenant shall not install any blinds, shades, awnings, or other form of outside window covering, or window ventilators or similar devices without the prior written consent of the City Manager of Carson City.

22. Vehicles and Refuse. Tenant shall not allow anything to be placed on the outside window ledges of the premises or to be thrown out of the windows of the building. Except vehicles necessary to Animal Shelter operations, no vehicle shall be brought to and stored upon the Property by Tenant or by their agents, employees, clients, guests or invitees of Tenant. Tenant shall not place or permit to be placed any obstruction or refuse in any public part of the building.

23. Defects. Tenant shall give Landlord immediate notice of any accidents to or defects in the water pipes, gas pipes, electric systems, heating apparatus, or any other service equipment based on the nature of the problem so it can be fixed without increased cost and/or damage to the facility. Tenant agrees that it shall be liable for and bear the costs of any damage resulting from failure of Tenant to give timely notice of any accidents or defects, which threaten the major systems or structural integrity of the building.

24. Utilities. Landlord and Tenant agree that the utility services, including but not limited to electricity, gas, water, sewer, trash collection, cable and telephone, provided at the Leased Premises shall be the responsibility of the Tenant.

25. Personal Property Upon Cancellation or Term of Lease. Tenant's personal property shall be removed upon the termination or expiration of this Lease unless otherwise identified as personal property that has been donated by Landlord to Tenant or it has been inventoried and identified in **Exhibit C – Tenant Replacement Property Inventory**, which is incorporated herein. Because the uninterrupted operation of the Carson City Animal Shelter is critical to both public and animal safety, City shall have a right to claim and require the return of any property donated to Tenant by Landlord and still possessed and used by Tenant on the Leased Premises, and a right to purchase any of the listed **Exhibit C -Tenant Replacement Property Inventory** at its depreciated book value, and any such property so claimed or purchased shall return to, or remain in, Landlord's possession at the time of termination or expiration of the Lease.

26. Insurance. Landlord shall maintain a policy of fire and extended coverage insurance on the Property and all improvements thereon. Tenant shall, at Tenant's expense, obtain and keep in force during the term of the lease, a policy of fire, theft and other perils insurance covering tenant's furniture, fixtures, goods, wares, merchandise

and other personal property maintained on the Leased Premises unless caused by or due to the negligence of Landlord, its agents, servants or employees.

In addition, Tenant agrees that at all times during the term of this Lease or extension thereof, at Tenant's expense, it shall obtain and keep in force during the term of this Lease a policy of comprehensive public liability insurance insuring Landlord and Tenant against any liability arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall have a Combined Single Limit of at least One Million Dollars (\$1,000,000.00) each occurrence and Two Million Dollars (\$2,000,000.00) general aggregate including both liability and property damage, and insure against any liability for personal injury, death or property damage, as set forth above, and shall be written on an "occurrence basis". The limit of said insurance shall not, however, limit the liability of the Tenant hereunder. Tenant may carry said insurance under a blanket policy, providing, however, said insurance by Tenant shall have a Landlord's protective liability endorsement attached thereto. If Tenant shall fail to procure and maintain said insurance, Landlord may, but shall not be required to, procure and maintain same, but at the expense of Tenant. Insurance required hereunder, shall be in companies rated A VII or better in "Best's Insurance Guide" licensed to do business in the State of Nevada. Tenant shall deliver to Landlord prior to occupancy of the Premises copies of policies of liability insurance required herein or certificates evidencing the existence and amounts of such insurance with loss payable clauses satisfactory to Landlord. Without 30 days prior written notice to Landlord the policy shall not be canceled, non-renewed and/or coverage limited reduced or materially altered.

Tenant hereby agrees that except to the extent provided for under Landlord's insurance, Landlord shall not be liable for injury to Tenant's business or for damage to the goods, wares, merchandise or other property of Tenant, Tenant's agents, employees, clients, invitees, guests or any other person in or about the Leased Premises or the Property, nor shall Landlord be liable for injury to the person of Tenant, Tenant's employees, agents, contractors, invitee, clients or customers, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water, rain, ice or snow, or from the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning, or lighting fixtures, or from any other cause, including without limitation, any failure in the supply of any of the items or services in the Building, whether said damage or injury results from conditions arising upon the Leased Premises or upon the Property or from any other sources or places, and regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible to Tenant. Landlord shall not be liable for any damages arising from any act or negligence of any other Tenant on any portion of the Property.

27. Hold Harmless. Tenant shall indemnify and hold harmless Landlord against and from any and all claims arising from Tenant's use of the Leased Premises for the conduct of its business or from any activity, work or other thing done, permitted or

suffered by the Tenant in or about the Leased Premises, and shall further indemnify and hold harmless Landlord against and from any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any act or negligence of the Tenant, or any officer, agent, employee, client, guest, or invitee of Tenant, and further from all and against all costs, attorney's fees, expenses and liabilities incurred in or about any such claim or any action or proceeding brought thereon, and, in any case, action or proceeding be brought against Landlord by reason of any such claim, Tenant upon notice from Landlord shall defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord. Tenant as material part of the consideration to the Landlord hereby waives all claims in respect thereof against Landlord. Tenant does not indemnify nor hold harmless the Landlord for any acts of or results of negligence on the part of the Landlord, its employees or agents.

Landlord or its agents shall not be liable for any damage to property entrusted to agents, employees, clients, guests or invitees of the Leased Premises at the Property, nor for loss or damage to any property by theft or otherwise, nor for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water or rain which may leak from any part of the Property or from the pipes, appliances or plumbing works therein or from the roof, street or subsurface or from any other place resulting from dampness or any other cause whatsoever, unless caused by or due to the negligence of Landlord, its agents, servants or employees. Landlord or its agents shall not be liable for interference with the loss of business or services by Tenant, nor shall Landlord be liable for any latent defect in the Leased Premises or in the Property. Tenants shall give prompt notice to Landlord in case of fire or accidents in the Premises or in the Property or of defects therein or in the fixtures or equipment.

28. Cancellation by Landlord. In addition to any right to which it may be entitled by law, Landlord may cancel this Lease for cause or no-cause upon notice as provided herein. No-cause cancellation shall be after 180 days notice. Cause cancellation shall be after default by Tenant in the performance of any of the terms and conditions herein required to be kept and performed by Tenant, and its failure to remedy such breach for a period of 90 days after receipt from Landlord of written notice of the existence of such default. Additionally, Landlord may cancel for cause this Lease with 30 days notice to cure in the event Tenant loses its legal non-profit status, does not maintain NRS 574.040 sworn personnel on staff or ceases to deliver services which, in the sole judgment of Landlord, are minimally necessary to qualify as a Tenant of the Property.

28.1 Landlord may cancel this Lease for non-appropriation of funds necessary for the Landlord's obligations under this Agreement or nonappropriation of funds for all payments and SERVICES provided under the Independent Contractor Agreement (Exhibit A) made part of this lease under Section 4 of this Agreement. In the event that Carson City does not acquire and appropriate the funding necessary to perform in accordance with the terms of the Agreement, the Agreement shall automatically terminate upon Landlord's notice

to Tenant of such nonappropriation, and no claim or cause of action may be based upon any such nonappropriation.

29. Cancellation by Tenant. Tenant may cancel this Lease and terminate all of its obligations hereunder at any time subsequent to the commencement of the term for cause of no-cause. No-cause cancellation shall be after 180 days notice. Tenant can cancel for cause upon the breach of Landlord of, or its failure to perform any of the covenants or agreements herein contained and the failure of Landlord to remedy such breach for a period of 90 days after receipt of written notice from Tenant of the existence of such breach.

30. Default. The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Tenant:

30.1 The vacating or abandonment of the Leased Premises by Tenant without adequate notice provided for Cancellation;

30.2 The failure by Tenant to make any payment required to be made hereunder, as and when due, where such failure shall continue for a period of ten (10) days after written notice thereof by Landlord to Tenant.

30.3 The failure by Tenant to observe or perform any of the covenants, conditions or provisions to be observed or performed by the Tenant in this Lease, where such failure shall continue for a period of ten (10) days after written notice thereof by Landlord to Tenant; provided; however, that if the nature of Tenant's default is such that more than ten (10) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commences such cure within said ten (10) day period and thereafter diligently pursues such cure to completion.

30.4 The failure of Tenant to adequately provide Services as agreed upon by the parties above, and more specifically set forth in **Exhibit A – Independent Contractor Agreement – Scope of Work** attached hereto.

31. Remedies in Default. In the event of any default or breach by Tenant, Landlord may at any time thereafter, with or without notice or demand and without limiting Landlord in the exercise of a right or remedy that Landlord may have by reason of such default or breach:

31.1 Terminate Tenant's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Tenant shall immediately surrender possession of the Premises to Landlord. In such event Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default including, but not limited to, the cost of recovering possession of the Premises; including expenses necessary for renovation and alteration of the Leased Premises, and reasonable attorney's fees.

31.2 Maintain Tenant's right to possession, in which case this Lease shall continue in effect whether or not Tenant shall have abandoned the Premises. In such event Landlord shall be entitled to enforce all of Landlord's rights and remedies under this Lease.

31.3 Terminate this Lease, or

31.4 Pursue any other remedy now or hereafter available to Landlord under the laws or judicial decision of the State of Nevada.

32. Notices. Notice days set forth in this Agreement shall be calendar days. All notice to be given hereunder shall be in writing and shall be deemed given upon the lapse of two days after deposit into the United States mail postage prepaid, or upon hand delivery if hand delivered, addressed as follows:

Landlord:	Carson City Attn: City Manager 201 North Carson Street Carson City, Nevada 89701
Tenant:	Nevada Humane Society 2825B Longley Lane Reno, Nevada 89502

33. Assignment, Sublease. Tenant shall not assign this Lease, or sublet any portion of the Leased Premises without first obtaining the Landlord's prior written consent.

34. Liens. Tenant shall not encumber the Lease, leasehold estate or any improvements thereon, nor shall Tenant permit any liens to be filed against the Property on account of any labor, material or supplies for which the lien laws of Nevada authorize the filing of a lien, but agrees to promptly pay for such labor, materials or supplies before liens are filed.

35. Waiver. It is agreed that a failure on the part of Landlord to declare this Lease canceled for default by Tenant in any one or more of the terms, covenants or conditions will not be considered or construed as a waiver of such rights on any further or future default on the part of Tenant. It is further mutually agreed that any failure on the part of Landlord to take action against Lessee for any breach of term, covenant or condition herein shall not be construed to constitute a waiver of any other or subsequent breach nor shall the subsequent acceptance of rent hereunder by Landlord be construed as a waiver of any precedent breach of any term, covenant or condition by Tenant.

36. Force Majeure. Landlord shall not be deemed in default with respect to any of the terms, covenants and conditions of this Lease on Landlord's part to be performed, if

Landlord fails to timely perform same and such failure is due in whole or in part to any strike, lockout, labor trouble (whether legal or illegal), civil disorder, inability to procure materials, failure of power, restrictive governmental laws and regulations, riots, insurrections, war, fuel shortages, accidents, casualties, acts of God, acts caused directly or indirectly by Tenant (or Tenant's agents, employees, clients, guests or invitees) or any other cause beyond the reasonable control of Landlord.

37. Section Headings. The section headings contained herein are for convenience in reference and are not intended to define, govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions of this Lease.

38. Time. Time is of the essence of this Lease and of the performance of each and every provision hereof.

39. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Nevada. Venue for initiation of any legal action shall be a court of competent jurisdiction located in Carson City, Nevada.

40. Representative Authority. Each individual executing this Lease on behalf of Tenant and Landlord represents and warrants that he/she is duly authorized to execute and deliver this Lease, and that this Lease is binding upon said the parties in accordance with its terms. This Lease is effective only after approval by the Carson City Board of Supervisors. Tenant shall, within thirty (30) days after execution of this lease, deliver to Landlord a certified copy of a resolution of the Board of Directors of its non-profit organization authorizing or ratifying the execution of this Lease.

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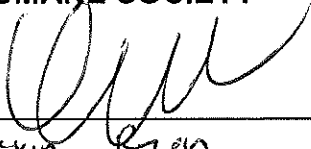
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41. Entire Agreement/Amendments. This Lease together with all exhibits expressly incorporated herein by reference and attached hereto shall constitute the whole agreement between the parties. There are no terms, obligations, covenants or conditions other than those contained herein. No modification or amendment of this Lease shall be valid or effective unless evidenced by an agreement in writing signed by both parties.

IN WITNESS WHEREOF Lessor and Lessee have caused this Lease to be executed the day and year written at the top of this Lease.

NEVADA HUMANE SOCIETY
Tenant

By: 
Name: Kevin Ryan
Title: CEO

CARSON CITY
Landlord


By: ROBERT L. CROWELL.
Mayor

ATTEST:

for: Kathleen King, Chief Dep. Clk
CLERK-RECORDER

APPROVED AS TO LEGAL FORM:

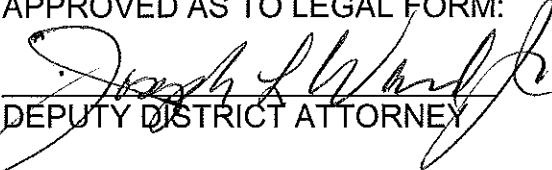

DEPUTY DISTRICT ATTORNEY

Exhibit A
INDEPENDENT CONTRACTOR AGREEMENT - SCOPE OF WORK

LEASE, PROFESSIONAL ANIMAL SERVICES & ENFORCEMENT
AGREEMENT

THIS Exhibit A, which is an incorporated document into the real property lease, is a material part of the LEASE, PROFESSIONAL ANIMAL SERVICES & ENFORCEMENT AGREEMENT (hereinafter "Agreement"), and sets out separately the terms and conditions of the Tenant's services to be provided under the Agreement. This Exhibit A is hereinafter referred to as the "Services Contract" or "Contract". Carson City, who is the "Landlord" under the Agreement shall hereinafter be referred to as "**CITY**", and Nevada Humane Society, who is "Tenant" under the Agreement shall hereinafter referred to as "**CONTRACTOR**".

WITNESSETH:

WHEREAS, Carson City Municipal Code (CCMC) 7.13.020(1) provides: "There is established Carson City Animal Services which is and shall be maintained in such place or places as provided for by the board of supervisors. The operation, direction, supervision and necessary control of Carson City Animal Services shall be duties delegated by or contracted for by the board of supervisors";

WHEREAS, CCMC 7.13.010(5) provides: "'Animal Services' means the facility authorized by the Carson City Board of Supervisors for receiving, impounding, care and disposal of animals that come into the custody of Carson City Animal Services";

WHEREAS, it is deemed necessary that the services of **CONTRACTOR** are both necessary and in the best interest of **CITY** to operate "Animal Services" under the name of "Nevada Humane Society – Carson City Animal Services"; and

NOW, THEREFORE, in consideration of the aforesaid premises, and the following terms, conditions and other valuable consideration, the parties mutually agree as follows:

1. REQUIRED APPROVAL:

This incorporated Services Contract shall not become effective until and unless the **LEASE, PROFESSIONAL ANIMAL SERVICES & ENFORCEMENT AGREEMENT** is approved by the Carson City Board of Supervisors.

2. SCOPE OF WORK:

2.1 **CONTRACTOR** represents that it is duly licensed by **CITY** for the purposes of performing the Scope of Work set forth in this Section 2 (hereinafter "SERVICES").

2.2 **CONTRACTOR** represents that it is duly qualified and licensed in the State of Nevada for the purposes of performing the SERVICES.

For P&C Use Only

CCBL expires	_____
NVCL expires	_____
GL expires	_____
AL expires	_____
WC expires	_____

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2.3 **CONTRACTOR** represents that it and/or the persons it may employ possess all skills and training necessary to perform the SERVICES describe herein and required hereunder. **CONTRACTOR** shall perform the SERVICES faithfully, diligently, in a timely and professional manner, to the best of its ability, and in such a manner as is customarily performed by a person who is in the business of providing such services in similar circumstances. **CONTRACTOR** shall be responsible for the professional quality and technical accuracy of all SERVICES furnished by **CONTRACTOR** to **CITY**.

2.4 **CONTRACTOR** represents that neither the execution of this Services Contract nor the rendering of services by **CONTRACTOR** hereunder will violate the provisions of or constitute a default under any other contract or agreement to which **CONTRACTOR** is a party or by which **CONTRACTOR** is bound, or which would preclude **CONTRACTOR** from performing the SERVICES required of **CONTRACTOR** hereunder, or which would impose any liability or obligation upon **CITY** for accepting such SERVICES.

2.5 Before commencing with the performance of any SERVICES under this Services Contract, **CONTRACTOR** shall obtain all necessary permits and licenses as may be necessary. Before and during the progress of work under this Services Contract, **CONTRACTOR** shall give all notice and comply with all the laws, ordinances, rules and regulations of every kind and nature now or hereafter in effect promulgated by any Federal, State, County, or other Governmental Authority, relating to the performance of work under this Contract. If **CONTRACTOR** performs any work that is contrary to any such law, ordinance, rule or regulation, **CONTRACTOR** shall bear all the costs arising therefrom.

2.6 It is expressly understood and agreed that all SERVICES done by **CONTRACTOR** shall be subject to inspection and acceptance by **CITY**.

2.7 **CONTRACTOR** shall provide and perform the following SERVICES:

2.7.1 **CONTRACTOR** shall be deemed the "Animal Services Manager" of "Animal Services" as defined in Carson City Municipal Code (CCMC) 7.13.010, and shall possess all authority granted to such under Title 7 – ANIMALS of the Carson City Municipal Code.

2.7.2 **CONTRACTOR** shall follow, comply with, and enforce the various Chapters and Sections of Title 7 – ANIMALS of the Carson City Municipal Code (CCMC) and NRS chapter 574. As used in Section 7.13.010(5) of the CCMC, "policing" means supervising, controlling, or keeping in order through the enforcement of the provision set forth at CCMC, Section 7.13.020. **CONTRACTOR** may issue misdemeanor citations in a form approved by the CITY, but shall not unilaterally exercise the police power to arrest a human being allegedly violating any section of CCMC Title 7 or any other Nevada Revised Statute or municipal code section, and may refer any such arrest recommendation or complaint to the Sheriff's Office for its discretionary action. **CONTRACTOR** may make recommendations to the Board of Supervisors regarding any necessary changes to the Animal Code. However, changes to the Carson City Municipal Code require approval of a majority of the elected Board of Supervisors at both a first and second reading in compliance with the Carson City Charter regarding any new ordinance or amendment to an existing ordinance. The Board of Supervisors reserves the right to amend Title 7 – ANIMALS of the Carson City Municipal Code, with or without the consent of **CONTRACTOR**.

2.7.3 **CONTRACTOR** shall comply with NRS 574.040 and obtain approval from the First Judicial District Court in Carson City to provide for sufficient sworn enforcement staff to provide

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for any necessary protection of the welfare and safety of animals and citizens in carrying out the requirements and needs of Title 7 – ANIMALS of the Carson City Municipal Code.

2.7.4 **CONTRACTOR** shall provide sufficient staffing of Animal Services to ensure the needs and demands of the community and its animals are adequately provided for consistent with law. **CONTRACTOR** is free to supplement paid staff with as many volunteer staff as it deems necessary.

2.7.5 **CONTRACTOR** shall coordinate its SERVICES with the Carson City Sheriff, the Carson City 911 Emergency Dispatch Center and the Carson City District Attorney.

2.7.6 **CONTRACTOR** shall interface with animal welfare organizations.

3. CONTRACT TERM:

3.1 This Services Contract shall be effective upon approval of the **LEASE, PROFESSIONAL ANIMAL SERVICES & ENFORCEMENT AGREEMENT** ("Agreement") by the Carson City Board of Supervisors and shall continue for the Term set forth in Section 2 (and Section 2.1) of the Agreement, unless sooner terminated by either party as specified in Section 28 (Cancellation by Landlord) or in Section 29 (Cancellation by Tenant) of the Agreement, or in the terms of this Service Contract.

4. NOTICE:

4.1 Notice is set forth in Section 32 (Notices) of the Agreement.

5. COMPENSATION:

5.1 The parties agree that **CONTRACTOR** will provide the SERVICES specified in **Section 2** (SCOPE OF WORK) of this Services Contract based upon a fee schedule for animal services. **CONTRACTOR** may charge its fees to individual members of the public directly for its services based upon a fee schedule. **CONTRACTOR** may waive its fees as it deems appropriate. In addition to fees **CONTRACTOR** may charge the public, **CITY** agrees to pay **CONTRACTOR** (except in the first partial year), a fix sum of SEVEN HUNDRED THOUSAND DOLLARS AND NO/100 (\$700,000.00) per year in monthly installments of FIFTY-EIGHT THOUSAND THREE HUNDRED AND THIRTY-THREE DOLLARS AND 33/100 (\$58,333.33) (with one adjusted monthly odd payment), payable in advance the first (1st) day of each month, but no later than the tenth (10th) day of the month, for private entity law enforcement services under the authority of NRS 574.040 with respect to the licensing of animals and enforcement of Title 7 – ANIMALS of the Carson City Municipal Code, and all such fees and fixed sum are hereinafter referred to as "Contract Sum".

5.1.1 **CONTRACTOR'S** Annual Fee Schedule shall be set forth in writing and is deemed incorporated into this Services Contract upon approval. The first Annual Fee Schedule shall be considered and approved by the Carson City Board of Supervisors in its approval of this Services Contract and the Agreement.

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5.1.1.1 **CONTRACTOR** may amend its approved Fee Schedule on an annual basis, provided however that any material new fee shall be first approved by the Board of Supervisors, and any increase in the aggregate of all percentage increase(s) from a prior year's Fee Schedule shall not increase in the aggregate by more than ten (10) percent per year without such individual fee increase(s) first being approved by the Board of Supervisors, which approval shall not be unreasonably withheld.

5.1.1.2 Before the effective date of **CONTRACTOR'S** first Annual Fee Schedule, the Board must first repeal the fee schedule provided for in CCMC 7.13.040 – Collections/disbursements/fee schedule.

5.1.2 In the event that repeal of the existing fee ordinance cannot timely be accomplished, in lieu of a **CONTRACTOR'S** approved Annual Fee Schedule, the fees set forth in CCMC 7.13.040 may be followed and charged by **CONTRACTOR** to the public. However, until such time as this **CITY** ordinance is otherwise amended, fees collected pursuant to CCMC 7.13.040 "shall be paid into the general fund of Carson City" first and then reimbursed to **CONTRACTOR** as part of the Contract Sum under this Services Contract.

5.1.3 In the first year of this Services Contract and Agreement, the fixed sum payment from the **CITY** to **CONTRACTOR** shall be prorated on an actual Contract-day basis in a 365-day year, to wit: ONE THOUSAND NINE HUNDRED SEVENTEEN DOLLARS AND 80/100 (\$1917.80) per day calculated and paid in advance on the first (1st) day of each month for that calendar month, but no later than the tenth (10th) day of the month.

5.1.4 If the scope of work increases due to changes to CCMC 7.13 and/or there is an increased community need for service level, this agreement can be evaluated and renegotiated.

5.2 *Court Awarded Fees or Restitution.* Any awards by the Court of any fees and/or restitution for damages or costs for prosecution shall be the property of the **CITY** unless the award, in whole or in part, is expressly to **CONTRACTOR** for its timely claimed right to restitution from a defendant.

5.3 *City Donation Accounts.* **CITY** maintains numerous gift donation accounts made by private individuals to benefit the Carson City Animal Shelter. **CONTRACTOR** may occasionally request contributions, with the supporting documentation of an actual or proposed purchase, from the **CITY** to **CONTRACTOR** from these accounts provided the terms of the gift are consistent with the request.

5.4 Contract Sum represents full and adequate compensation for the completed SERVICES, and includes the furnishing of all materials; all labor, equipment, tools, and appliances; and all expenses, direct or indirect, connected with the proper execution of the SERVICES.

5.5 **CONTRACTOR** shall not be entitled to reimbursement for expenses incurred by **CONTRACTOR** in performance of its duties hereunder.

6. TIMELINESS OF BILLING SUBMISSION:

6.1 The parties agree that timeliness of billing is of the essence to this Contract and recognize that **CITY** is on a fiscal year which is defined as the period beginning July 1 and ending June 30 of the

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following year. All billings for dates of service prior to July 1 must be submitted to **CITY** no later than the first Friday in August of the same year.

7. CONTRACT TERMINATION:

7.1 Termination Without Cause:

7.1.1 Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated upon written notice by mutual consent of both parties or unilaterally by either party without cause.

7.1.2 **CITY** reserves the right to terminate this Contract for convenience whenever it considers termination, in its sole and unfettered discretion, to be in the public interest. In the event that the Contract is terminated in this manner, payment will be made for **SERVICES** actually completed. If termination occurs under this provision, in no event shall **CONTRACTOR** be entitled to anticipated profits on items of **SERVICES** not performed as of the effective date of the termination or compensation for any other item, including but not limited to, unabsorbed overhead. **CONTRACTOR** shall assure that all subcontracts which he/she enters related to this Contract likewise contain a termination for convenience clause which precludes the ability of any subcontractor to make claims against **CONTRACTOR** for damages, due to breach of contract, of lost profit on items of **SERVICES** not performed or of unabsorbed overhead, in the event of a convenience termination.

7.2 Termination for Nonappropriation:

7.2.1 All payments and **SERVICES** provided under this Contract are contingent upon the availability of the necessary public funding for payment of the Contract Sum, which may include various internal and external sources. In the event that Carson City does not acquire and appropriate the funding necessary to perform in accordance with the terms of the Contract, the Contract shall automatically terminate upon **CITY'S** notice to **CONTRACTOR** of such nonappropriation, and no claim or cause of action may be based upon any such nonappropriation.

7.3 Cause Termination for Default or Breach:

7.3.1 A default or breach may be declared with or without termination.

7.3.2 This Contract may be terminated by either party upon written notice of default or breach to the other party as follows:

7.3.2.1 If **CONTRACTOR** fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or any **SERVICES** called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or

7.3.2.2 If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by **CONTRACTOR** to provide the goods or **SERVICES** or any services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

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7.3.2.3 If **CONTRACTOR** becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or

7.3.2.4 If **CITY** materially breaches any material duty under this Contract and any such breach impairs **CONTRACTOR'S** ability to perform; or

7.3.2.5 If it is found by **CITY** that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by **CONTRACTOR**, or any agent or representative of **CONTRACTOR**, to any officer or employee of **CITY** with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or

7.3.2.6 If it is found by **CITY** that **CONTRACTOR** has failed to disclose any material conflict of interest relative to the performance of this Contract.

7.4 Time to Correct (Declared Default or Breach):

7.4.1 Termination upon a declared default or breach may be exercised only after service of formal written notice as specified above and the time to correct as provided in the Agreement.

7.5 Winding Up Affairs Upon Termination:

7.5.1 In the event of termination of this Contract for any reason, the parties agree that the provisions of this **Subsection 7.5** survive termination:

7.5.1.1 The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination; and

7.5.1.2 **CONTRACTOR** shall satisfactorily complete SERVICES in progress at the agreed rate (or a pro rata basis if necessary) if so requested by **CITY**; and

7.5.1.3 **CONTRACTOR** shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by **CITY**; and

7.5.1.4 **CONTRACTOR** shall preserve, protect, and promptly deliver into **CITY** possession all proprietary information in accordance with City Ownership of Proprietary Information.

7.6 Notice of Termination:

7.6.1 Termination shall not be effective until the notice provided for in the Agreement.

8. REMEDIES:

Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without

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limitation, actual damages, and to a prevailing party reasonable attorney's fees and costs. The parties agree that,

in the event a lawsuit is filed and a party is awarded attorney's fees by the court, for any reason, the amount of recoverable attorney's fees shall not exceed the rate of \$125 per hour. **CITY** may set off consideration against any unpaid obligation of **CONTRACTOR** to **CITY**.

9. LIMITED LIABILITY:

CITY will not waive and intends to assert available Nevada Revised Statutes Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise expressly provided for elsewhere in this Contract. Damages for any **CITY** breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to **CONTRACTOR**, for the fiscal year budget in existence at the time of the breach. **CONTRACTOR'S** tort liability shall not be limited.

10. FORCE MAJEURE:

Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of this Contract after the intervening cause ceases.

11. INDEMNIFICATION:

11.1 To the extent permitted by law, including, but not limited to, the provisions of Nevada Revised Statutes Chapter 41, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other party from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorney's fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of the indemnity which would otherwise exist as to any party or person described in this section.

11.2 Except as otherwise provided in **Subsection 11.4** below, the indemnifying party shall not be obligated to provide a legal defense to the indemnified party, nor reimburse the indemnified party for the same, for any period occurring before the indemnified party provides written notice of the pending claim(s) or cause(s) of action to the indemnifying party, along with:

11.2.1 A written request for a legal defense for such pending claim(s) or cause(s) of action; and

11.2.2 A detailed explanation of the basis upon which the indemnified party believes that the claim or cause of action asserted against the indemnified party implicates the culpable conduct of the indemnifying party, its officers, employees, and/or agents.

11.3 After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall not be obligated to fund or reimburse any fees or costs provided by any additional counsel for the indemnified party, including counsel through which the indemnified party might voluntarily choose to participate in its defense of the same matter.

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11.4 After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall be obligated to reimburse the reasonable attorney's fees and costs incurred by the indemnified party during the initial thirty (30) day period of the claim or cause of action, if any, incurred by separate counsel.

12. INDEPENDENT CONTRACTOR:

12.1 **CONTRACTOR**, as an independent contractor, is a natural person, firm or corporation who agrees to perform SERVICES for a fixed price according to his or its own methods and without subjection to the supervision or control of the **CITY**, except as to the results of the SERVICES, and not as to the means by which the SERVICES are accomplished.

12.2 It is mutually agreed that **CONTRACTOR** is associated with **CITY** only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted SERVICES pursuant to this Contract. **CONTRACTOR** is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract.

12.3 Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for **CITY** whatsoever with respect to the indebtedness, liabilities, and obligations of **CONTRACTOR** or any other party.

12.4 **CONTRACTOR**, in addition to Section 11 (INDEMNIFICATION), shall indemnify and hold **CITY** harmless from, and defend **CITY** against, any and all losses, damages, claims, costs, penalties, liabilities, expenses arising out of or incurred in any way because of, but not limited to, **CONTRACTOR'S** obligations or legal duties regarding any taxes, fees, assessments, benefits, entitlements, notice of benefits, employee's eligibility to work, to any third party, subcontractor, employee, state, local or federal governmental entity.

12.5 Neither **CONTRACTOR** nor its employees, agents, or representatives shall be considered employees, agents, or representatives of **CITY**.

13. INSURANCE REQUIREMENTS (GENERAL):

13.1 NOTICE: The following general insurance requirements shall apply unless these general requirements are altered by any specific requirements set forth in CITY'S solicitation for bid document, the adopted bid or other document incorporated into this Contract by the parties.

13.2 **CONTRACTOR**, as an independent contractor and not an employee of **CITY**, must carry policies of insurance in amounts specified and pay all taxes and fees incident hereunto. **CITY** shall have no liability except as specifically provided in this Contract.

13.3 **CONTRACTOR** shall not commence work before: (1) **CONTRACTOR** has provided the required evidence of insurance to **CITY** Purchasing and Contracts, and (2) **CITY** has approved the insurance policies provided by **CONTRACTOR**.

13.4 Prior approval of the insurance policies by **CITY** shall be a condition precedent to any payment of consideration under this Contract and **CITY'S** approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this Contract. Any failure of **CITY** to timely approve shall not constitute a waiver of the condition.

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13.5 *Insurance Coverage (13.6 through 13.23):*

13.6 **CONTRACTOR** shall, at **CONTRACTOR'S** sole expense, procure, maintain and keep in force for the duration of this Contract the following insurance conforming to the minimum requirements specified below. Unless specifically specified herein or otherwise agreed to by **CITY**, the required insurance shall be in effect prior to the commencement of work by **CONTRACTOR** and shall continue in force as appropriate until the latter of:

13.6.1 Final acceptance by **CITY** of the completion of this Contract; or

13.6.2 Such time as the insurance is no longer required by **CITY** under the terms of this Contract.

13.6.3 Any insurance or self-insurance available to **CITY** under its coverage(s) 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 **CITY**, **CONTRACTOR** shall provide **CITY** with renewal or replacement evidence of insurance no less than thirty (30) calendar days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by this 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 **CITY** and immediately replace such insurance or bond with an insurer meeting the requirements.

13.7 *General Insurance Requirements (13.8 through 13.23):*

13.8 **Certificate Holder:** Each liability insurance policy shall list Carson City c/o Carson City Purchasing and Contracts, 201 N. Carson Street Suite 3, Carson City, NV 89701 as a certificate holder.

13.9 **Additional Insured:** By endorsement to the general liability insurance policy evidenced by **CONTRACTOR**, The City and County of Carson City, Nevada, its officers, employees and immune contractors shall be named as additional insureds for all liability arising from this Contract.

13.10 **Waiver of Subrogation:** Each liability insurance policy shall provide for a waiver of subrogation as to additional insureds.

13.11 **Cross-Liability:** All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.

13.12 **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 by **CITY**. 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 **CITY**.

13.13 **Policy Cancellation:** Except for ten (10) calendar days notice for non-payment of premium, each insurance policy shall be endorsed to state that; without thirty (30) calendar days prior written notice to Carson City Purchasing and Contracts, 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 mail to Carson City Purchasing and Contracts, 201 N. Carson Street Suite 3, Carson City, NV 89701.

13.14 **Approved Insurer:** Each insurance policy shall be issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having

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agents in Nevada upon whom service of process may be made, and currently rated by A.M. Best as "A-VII" or better.

13.15 Evidence of Insurance: Prior to commencement of work, **CONTRACTOR** must provide the following documents to Carson City Purchasing and Contracts, 201 North Carson Street Suite 3, Carson City, NV 89701:

13.16 Certificate of Insurance: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to Carson City Purchasing and Contracts to evidence the insurance policies and coverages required of **CONTRACTOR**.

13.17 Additional Insured Endorsement: An Additional Insured Endorsement (CG20 10 or C20 26), signed by an authorized insurance company representative, must be submitted to Carson City Purchasing and Contracts to evidence the endorsement of **CITY** as an additional insured per **Subsection 13.9** (Additional Insured).

13.18 Schedule of Underlying Insurance Policies: If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlyer Schedule from the Umbrella or Excess insurance policy may be required.

13.19 Review and Approval: Documents specified above must be submitted for review and approval by **CITY** Purchasing and Contracts prior to the commencement of work by **CONTRACTOR**. Neither approval by **CITY** nor failure to disapprove the insurance furnished by **CONTRACTOR** shall relieve **CONTRACTOR** of **CONTRACTOR'S** full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of **CONTRACTOR** or its sub-contractors, employees or agents to **CITY** or others, and shall be in addition to and not in lieu of any other remedy available to **CITY** under this Contract or otherwise. **CITY** reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

13.20 COMMERCIAL GENERAL LIABILITY INSURANCE:

13.20.1 *Minimum Limits required:*

13.20.2 Two Million Dollars (\$2,000,000.00) - General Aggregate.

13.20.3 Two Million Dollars (\$2,000,000.00) - Products & Completed Operations Aggregate.

13.20.4 One Million Dollars (\$1,000,000.00) - Each Occurrence.

13.20.5 Coverage shall be on an occurrence basis and shall be at least as broad as ISO 1996 form CG 00 01 (or a substitute form providing equivalent coverage); and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, civil lawsuits, Title VII actions and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

13.21 BUSINESS AUTOMOBILE LIABILITY INSURANCE:

13.21.1 *Minimum Limit required:*

13.21.2 One Million Dollars (\$1,000,000.00) per occurrence for bodily injury and property damage.

13.21.3 Coverage shall be for "any auto", including owned, non-owned and hired vehicles. The policy shall be written on ISO form CA 00 01 or a substitute providing equivalent

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liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

13.22 PROFESSIONAL LIABILITY INSURANCE (Architects, Engineers and Land Surveyors)

13.22.1 *Minimum Limit required:*

13.22.2 One Million Dollars (\$1,000,000.00).

13.22.3 Retroactive date: Prior to commencement of the performance of this Contract.

13.22.4 Discovery period: Three (3) years after termination date of this Contract.

13.22.5 A certified copy of this policy may be required.

13.23 WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:

13.23.1 **CONTRACTOR** shall provide workers' compensation insurance as required by Nevada Revised Statutes Chapters 616A through 616D inclusive and Employer's Liability insurance with a minimum limit of \$500,000.00 each employee per accident for bodily injury by accident or disease.

13.23.2 **CONTRACTOR** may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that **CONTRACTOR** is a sole proprietor; that **CONTRACTOR** will not use the services of any employees in the performance of this Contract; that **CONTRACTOR** has elected to not be included in the terms, conditions, and provisions of Nevada Revised Statutes Chapters 616A-616D, inclusive; and that **CONTRACTOR** is otherwise in compliance with the terms, conditions, and provisions of Nevada Revised Statutes Chapters 616A-616D, inclusive.

14. BUSINESS LICENSE:

14.1 **CONTRACTOR** shall not commence work before **CONTRACTOR** has provided a copy of his Carson City business license to Carson City Purchasing and Contracts.

14.2 The Carson City business license shall continue in force until the latter of: (1) final acceptance by **CITY** of the completion of this Contract; or (2) such time as the Carson City business license is no longer required by **CITY** under the terms of this Contract.

15. COMPLIANCE WITH LEGAL OBLIGATIONS:

CONTRACTOR shall procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by **CONTRACTOR** to provide the goods or SERVICES or any services of this Contract.

CONTRACTOR will be responsible to pay all government obligations, including, but not limited to, all taxes, assessments, fees, fines, judgments, premiums, permits, and licenses required or imposed by law or a court. Real property and personal property taxes are the responsibility of **CONTRACTOR** in accordance with Nevada Revised Statutes Chapter 361 generally and NRS 361.157 and 361.159, specifically regarding for profit activity. **CONTRACTOR** agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. **CITY** may set-off against consideration due any delinquent government obligation.

16. WAIVER OF BREACH:

Exhibit A
INDEPENDENT CONTRACTOR AGREEMENT - SCOPE OF WORK

LEASE, PROFESSIONAL ANIMAL SERVICES & ENFORCEMENT
AGREEMENT

Failure to declare a breach or the actual waiver of any particular breach of this Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

17. SEVERABILITY:

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

18. ASSIGNMENT / DELEGATION:

To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by **CITY**, such offending portion of the assignment shall be void, and shall be a breach of this Contract. **CONTRACTOR** shall neither assign, transfer nor delegate any rights, obligations or duties under this Contract without the prior written approval of **CITY**. The parties do not intend to benefit any third party beneficiary regarding their respective performance under this Contract.

19. CITY OWNERSHIP OF PROPRIETARY INFORMATION:

19.1 Any files, reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer programs, computer codes, and computer records (which are intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by **CONTRACTOR** (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of **CITY** and all such materials shall be delivered into **CITY** possession by **CONTRACTOR** upon completion, termination, or cancellation of this Contract. **CONTRACTOR** shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of **CONTRACTOR'S** obligations under this Contract without the prior written consent of **CITY**. Notwithstanding the foregoing, **CITY** shall have no proprietary interest in any materials licensed for use by **CITY** that are subject to patent, trademark or copyright protection.

19.2 **CITY** shall be permitted to retain copies, including reproducible copies, of **CONTRACTOR'S** drawings, specifications, and other documents for information and reference in connection with this Contract.

19.3 **CONTRACTOR'S** drawings, specifications and other documents shall not be used by **CITY** or others without expressed permission of **CONTRACTOR**.

20. PUBLIC RECORDS:

Pursuant to Nevada Revised Statute 239.010, information or documents received from **CONTRACTOR** may be open to public inspection and copying. **CITY** will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. **CONTRACTOR** may clearly label specific parts of an individual document as a "trade secret" or "confidential" in accordance with Nevada Revised Statute 332.061, provided that **CONTRACTOR** thereby agrees to indemnify and defend **CITY** for honoring such a designation. The failure to so label any document that is released by **CITY** shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

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21. CONFIDENTIALITY:

CONTRACTOR shall keep confidential all information, in whatever form, produced, prepared, observed or received by **CONTRACTOR** to the extent that such information is confidential by law or otherwise required by this Contract.

22. FEDERAL FUNDING:

22.1 *In the event federal funds are used for payment of all or part of this Contract:*

22.1.1 **CONTRACTOR** certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

22.1.2 **CONTRACTOR** and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

22.1.3 **CONTRACTOR** and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and Executive Order 11478 (July 21, 2014) and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, sexual orientation, gender identity, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).

23. LOBBYING:

23.1 The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:

23.1.1 Any federal, state, county or local agency, legislature, commission, council or board;

23.1.2 Any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or

23.1.3 Any officer or employee of any federal, state, county or local agency; legislature, commission, council or board.

24. GENERAL WARRANTY:

CONTRACTOR warrants that it will perform all SERVICES required hereunder in accordance with the prevailing standard of care by exercising the skill and care normally required of individuals performing the same or similar SERVICES, under the same or similar circumstances, in the State of Nevada.

Exhibit A
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25. PROPER AUTHORITY:

The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. **CONTRACTOR** acknowledges that this Contract is effective only after approval by the Carson City Board of Supervisors and only for the period of time specified in this Contract. Any SERVICES performed by **CONTRACTOR** before this Contract is effective or after it ceases to be effective is performed at the sole risk of **CONTRACTOR**.

26. GOVERNING LAW / JURISDICTION:

This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. **CONTRACTOR** consents and agrees to the jurisdiction of the courts of the State of Nevada located in Carson City, Nevada for enforcement of this Contract.

27. ENTIRE CONTRACT AND MODIFICATION:

This Contract and its integrated attachment(s) constitute the entire Contract of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other Contracts that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Carson City Board of Supervisors. The parties agree that each has had their respective counsel review this Contract which shall be construed as if it was jointly drafted.

28. ACKNOWLEDGMENT AND EXECUTION:

This Contract may be executed in counterparts. The parties hereto have caused this Contract to be signed and intend to be legally bound thereby as follows:

Exhibit A
INDEPENDENT CONTRACTOR AGREEMENT - SCOPE OF WORK

**LEASE, PROFESSIONAL ANIMAL SERVICES & ENFORCEMENT
AGREEMENT**

CITY

Finance Director
Attn: Kim Belt, Purchasing and
Contracts Manager
201 North Carson Street, Suite 3
Carson City, Nevada 89701
Telephone: 775-283-7137
Fax: 775-887-2107
KBelt@carson.org


By: 
Kim Belt

Dated 1/27/15

CITY'S LEGAL COUNSEL

Neil A. Rombardo, District Attorney

I have reviewed this Contract and approve
as to its legal form.

By: 
Deputy District Attorney
Dated 1/28/15

CITY'S ORIGINATING DEPARTMENT

I certify that funds are available and that
CONTRACTOR will not be given authorization
to begin work until this Contract has been
signed by Purchasing and Contracts

BY: Nicki Aaker, Director
Carson City Health and Human Services
900 East Long Street
Carson City, NV 89706
Telephone: 775-887-2190
Fax: 775-887-2248
Naaker@carson.org

By: 

Dated 1/28/15

Exhibit A
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_____ deposes and says under penalty of perjury: That he/she is **CONTRACTOR** or authorized agent of **CONTRACTOR**; that he/she has read the foregoing Contract; and that he/she understands the terms, conditions and requirements thereof.

CONTRACTOR

BY: Kevin Ryan

TITLE: CEO

FIRM: Nevada Humane Society

CARSON CITY BUSINESS LICENSE #: _____ - _____

NEVADA CONTRACTOR'S LICENSE #: _____ (if applicable)

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: _____ /FAX No. _____

E-mail Address: _____

(Signature of Contractor)

DATED January 27, 2015

STATE OF Nevada

County of Carson City) ss

Signed and sworn (or affirmed) before me on this 27th day of January, 2015

(Signature of Notary)

(Notary Stamp)

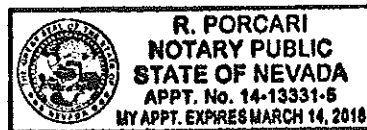


Exhibit A
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CONTRACT ACCEPTANCE AND EXECUTION:

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of September 18, 2014, approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. _____**. Further, the Board of Supervisors authorizes the Mayor of Carson City, Nevada to set his hand to this document and record his signature for the execution of this Contract in accordance with the action taken.

CARSON CITY, NEVADA


ROBERT L. CROWELL, MAYOR

DATED this 18th day of September, 2014.

ATTEST:


for: ALAN GLOVER, CLERK-RECORDER

DATED this 18th day of September, 2014.

EXHIBIT B - CITY PROPERTY INVENTORY

Inventory Control #	Item Description	Item Location	Serial #, if applicable	Carson City Inventory #, if applicable	Quantity	Value
202	"Butterfly" Net	Outside (Fenced)			2	
111	"Food Prep" Table	Puppy Room			1	
183	2012 Adoption Intake (Box)	Shed 2 (Maintenance)			1	
182	2012 Intake RTO (Box)	Shed 2 (Maintenance)			1	
239	APC Backup System	Main (Medical)			1	
43	Assess-a-Hand	Behavioral Shed			1	
28	Assorted Chairs	Outside (Parking)			4	
44	Baby Doll	Behavioral Shed			1	
22	Ball Chair	Office			1	
268	Basic Chair	Main (Reception)			4	
266	Basic Table	Main (Reception)			1	
32	Bird Cage (Assorted)	Outside (Parking)			7	
193	Black & Decker Power Drill	Shed 2 (Maintenance)			1	
270	Black Glass Desk	Main (Reception)			1	
200	Black Metal Cabinet (Small)	Shed 2 (Maintenance)			1	
91	Black Tarp Kennel	Exercise Yard			1	
6	Black&Decker Minifridge	Office			1	
180	Blower/Heater (Various)	Shed 2 (Maintenance)			2	
71	Blue Cage	Outside (Fenced)			3	
276	Boone Whiteboard (Medium)	Office			1	
40	Box Fan	Behavioral Shed			1	
26	Brinkmann Grill	Outside (Parking)			1	
58	Broom w/ dustpan	Main (Cat Isolation)			1	
119	Broom w/ dustpan	Puppy Room			2	
210	Broom w/ dustpan	Main (Break Room)			1	
9	Cabinet (2 drawer)	Office			1	
15	Cabinet (White, 2 drawer)	Office			1	
16	Cabinet (White, 3 drawer)	Office			2	
11	Cabinet (White, 4 drawer)	Office			1	
179	Casio Cash Register	Shed 2 (Maintenance)			1	
42	Cat (Stuffed)	Behavioral Shed			1	
224	Cat / Dog Triplex Kennel	Main (Medical)			2	

EXHIBIT B - CITY PROPERTY INVENTORY

137	Cat Cage Card Holder (Bag)	Shed 3 (Cat Food Shed)			7
123	Cat Carrier (Box)	Shed 3 (Cat Food Shed)			5
60	Cat Kennel (Duplex)	Main (Cat Main - Adoption)			8
59	Cat Tongs	Main (Cat Isolation)			1
46	Catch Pole	Behavioral Shed			1
109	Catch Pole	Main Kennel 2			1
189	Caulk Applicator (Various)	Shed 2 (Maintenance)			4
279	CC Animal Services Plans (Wall, Set)	Office			1
90	Chain-Link Kennel	Exercise Yard			7
25	Chair	Office			2
38	Chair	Behavioral Shed			1
62	Chair	Main (Cat Main - Adoption)			2
98	Chair (White)	Exercise Yard			1
3	Cisco Phone 7941	Office	FCH1015AQM7 / FCH1202AT8R / FCH1015AFVZ / FCH1016807D		4
244	Cisco Phone 7941	Main (Reception)	FCH10148 / FCH1202AUQA / 110492ZL		3
240	Crescent Tool Box	Main (Medical)			1
65	DATAMARS Chip (Box)	Main (Cat Main - Adoption)			5
6655	Dell Latitude E6500	Office	8G2FTK1	6655	1
6772	Dell Latitude E6500	Office	80GS0M1	6772	1
1	Dell Monitor w/ Keyboard & Mouse	Office	MX-0P875P-70715-089-1ALS		1
2	Dell Monitor w/ Keyboard & Mouse	Office	CN-0H265R-41480-01E-1JFS		1
3385	Dell Monitor w/ Keyboard & Mouse	Main (Reception)	CN-00KTG0-72872-182-1ARM	3385	1
3736	Dell Monitor w/ Keyboard & Mouse	Main (Reception)	CN-0GFXN4-74445-29Q-6805	3736	1
6136	Dell Monitor w/ Keyboard & Mouse	Office	CN-0KC147-46633-58B-13TU	6136	1
6139	Dell Monitor w/ Keyboard & Mouse	Office	CN-0KC147-46633-5B7-3YLU	6139	1
6221	Dell Monitor w/ Keyboard & Mouse	Main (Medical)	CN-0KC147-46633-5B7-2U7U	6221	1
3731	Dell Optiplex 790	Office	SERV. TAG. 3VDNXV1	3731	1
3732	Dell Optiplex 790	Main (Reception)	SERV. TAG. 3VGNXV1	3732	1
3733	Dell Optiplex 790	Main (Reception)	SERV. TAG. 3TQMXV1	3733	1
6920	Dell Optiplex 980	Office	SERV. TAG. DMNKN1	6920	1
3384	Dell Optiplex 990	Office	SERV. TAG. 9N11WR1	3384	1
250	Desk (Black w/ Grey)	Main (Reception)			1
8	Desk (Corner, large)	Office			1

EXHIBIT B - CITY PROPERTY INVENTORY

85	Desk (Grey)	Outside (Fenced)			1	1
10	Desk (White)	Office				1
14	Desk (White)	Office			2	
21	Desk Chair	Office			4	
130	Dish Soap (Bottle)	Shed 3 (Cat Food Shed)			1	
64	Document Shredder	Main (Cat Main - Adoption)			1	
45	Dog (Stuffed)	Behavioral Shed			1	
87	Dog Cot	Dog Run West			1	
103	Dog Cot	Main Kennel 1 (South)	Dog beds		14	
106	Dog Cot	Main Kennel 2 (North)	Dog beds		12	
115	Dog Cot	Puppy Room			7	
93	Dogloo	Exercise Yard			11	
57	Drying Machine (GE)	Main (Cat Isolation)			1	
213	Dust mop	Main (Break Room)			1	
138	Ear Plugs (Box)	Shed 3 (Cat Food Shed)			9	
23	Electrolux Vac	Office			1	
198	Emergency Kennel Hardware (Box)	Shed 2 (Maintenance)			1	
207	Emerson Microwave	Main (Break Room)			1	
211	enMotion Paper Towel Dispenser	Main (Break Room)			1	
226	enMotion Paper Towel Dispenser	Main (Medical)			1	
5	Epson Artisan 725	Office			1	
47	Extension Cord	Behavioral Shed			1	
191	EZ Foam Sprayer (Box)	Shed 2 (Maintenance)			1	
199	Fans (Various)	Shed 2 (Maintenance)			5	
261	Fellowes Desk Riser	Main (Reception)			1	
100	Fiber Trash can	Dog Run East			1	
20	Fire Extinguisher	Office			1	
201	First Aid Kit	Shed 2 (Maintenance)			1	
216	First Aid Kit	Main (Break Room)			1	
218	First Aid Kit	Main (Medical)			1	
276	Flashlight w/ Charger	Office	Model # 75100		2	
75	Folding Crib	Outside (Fenced)			1	
177	Gas Cans (Various)	Shed 2 (Maintenance)			4	
81	Gas-powered Leaf Blower	Outside (Fenced)			1	

EXHIBIT B - CITY PROPERTY INVENTORY

209	GE Washer & Dryer (Set)	Main (Break Room)			1
212	Gojo Soap Dispenser	Main (Break Room)			1
7	Great Lakes Server Box	Office			1
18	Green Guard First Aid	Office			1
24	GWS In/Outbox	Office			1
273	Hand Sanitizer (Wall)	Main (Reception)			1
188	Headset (Box)	Shed 2 (Maintenance)			2
238	Homed Lock Box	Main (Medical)			1
30	Horse Pen (Green)	Outside (Parking)			13
29	Horse Pen w/ feeder	Outside (Parking)			2
4669	HP Laserjet 4650dtn	Office	4669		1
4	HP Laserjet P2055dn	Office			1
94	Hydrant	Exercise Yard			2
204	Igloo Water Jug	Outside (Fenced)			1
247	iMARC Engraving System w/ Tags	Main (Reception)			1
243	iMAX DATAMARS Scanner	Main (Reception)			2
72	Kennel Deck (Slats)	Outside (Fenced)			31
101	Kennel Deck (Slats)	Dog Run East	Wood slat - 1 per kennel		19
77	Large Black Cage	Outside (Fenced)			2
78	Large Duplex Cage	Outside (Fenced)			1
76	Large Metal Cage	Outside (Fenced)			4
225	Large Pet Scale	Main (Medical)			1
69	Large Plastic Kennel	Outside (Fenced)			31
249	Large Storage Cabinet (Grey)	Main (Reception)			1
134	Leashes (Box)	Shed 3 (Cat Food Shed)			1
9179	Lenovo Monitor w/ Keyboard & Mouse	Main (Reception)	V5077230	9179	1
272	LG Blu-Ray Player	Main (Reception)			1
192	Line Measuring Tool	Shed 2 (Maintenance)			1
176	Lock Snippers	Shed 2 (Maintenance)			1
219	Magic Chef Minifridge	Main (Medical)			1
80	Medium Kennel (Various)	Outside (Fenced)			20
248	Medium Storage Cabinet (Grey, 2 Door)	Main (Reception)			2
66	Metal Cages (Solid Wall)	Outside (Fenced)			21
50	Metal Kennel (Cat)	Main (Cat Isolation)			15

EXHIBIT B - CITY PROPERTY INVENTORY

54	Mop & Bucket	Main (Cat Isolation)			1	
263	Motorola Hand-Held Walkies	Main (Reception)			4	
280	Motorola XTL 1500	Main (Reception)	WPDZ-602		1	
246	Motorola XTS2500 Radio w/ Base	Main (Reception)	807-377673-7324MIKK02		1	
208	Mr. Coffee	Main (Break Room)			1	
67	No-Kill Traps	Outside (Fenced)			10	
39	Office Chair	Behavioral Shed			1	
269	Office Chair	Main (Reception)			3	
1364	Orion TV	Shed 2 (Maintenance)		1364	1	
7798	Orion TV/VCR Combo	Shed 2 (Maintenance)		7798	1	
1365	Orion VCR	Shed 2 (Maintenance)		1365	1	
258	Paper Slicer (Grey)	Main (Reception)			1	
55	Paper Towel Dispenser	Main (Cat Isolation)			1	
97	Park Bench (Plastic)	Exercise Yard			1	
96	Park Bench (Wood)	Exercise Yard			1	
99	Picnic Table	Exercise Yard			1	
175	Pitchfork	Shed 2 (Maintenance)			1	
61	Plastic rolling cart	Main (Cat Main - Adoption)			1	
95	Pool	Exercise Yard			2	
112	Poop Scoop (Set)	Puppy Room			2	
84	Portable Kennel (Standing)	Outside (Fenced)			7	
82	Pro-Mist 25 HD	Outside (Fenced)			1	
259	Pure Choice Water Cooler	Main (Reception)			1	
51	PVC Kennel (Cat)	Main (Cat Isolation)			1	
19	Radio (Motorola) w/ base	Office			4	
178	Radio Shack PA	Shed 2 (Maintenance)			1	
68	Ramp Cage	Outside (Fenced)			1	
108	Red Hose	Main Kennel 2			1	
255	Ricoh Aticio 3025	Main (Reception)	12143691		1	
197	Rolling Chair (Various)	Shed 2 (Maintenance)			2	
86	Rolling Table (Grey)	Dog Run West			1	
74	Rolling Transport Table	Outside (Fenced)			2	
245	Rolodex Desk Organizer (Various Sizes)	Main (Reception)			3	
214	Rubbermaid Supply Cart	Main (Break Room)			1	

EXHIBIT B - CITY PROPERTY INVENTORY

187	Safety Glasses (Pair)	Shed 2 (Maintenance)		6
223	Salter Brucknell Scale	Main (Medical)		1
63	Scratch Post	Main (Cat Main - Adoption)		2
194	Screwdrivers (Various)	Shed 2 (Maintenance)		12
118	Scrubber	Puppy Room		2
251	Sentry Safe	Main (Reception)		1
237	Server Box	Main (Medical)		1
125	Sharps Container	Shed 3 (Cat Food Shed)		4
222	Sharps Disposal	Main (Medical)		1
13	Shelf (2 shelf)	Office		1
256	Shelf (In Delivery Box)	Main (Reception)		1
41	Shelf (Metal)	Behavioral Shed		1
252	Shelf (Metal, Grey, 2 Shelf)	Main (Reception)		1
253	Shelf (Metal, Grey, 3 Shelf)	Main (Reception)		1
88	Shovel	Dog Run West		1
174	Shovels (Various)	Shed 2 (Maintenance)		4
92	Silver-Tarp Kennel - Portable	Exercise Yard		10
70	Small Box Kennel	Outside (Fenced)		25
89	Small Box Kennel	Dog Run West		1
73	Small Green Safe	Outside (Fenced)		1
83	Small Kennel (Various)	Outside (Fenced)		15
254	Sony Boombox	Main (Reception)		1
117	Squeegee	Puppy Room		7
190	Squeegee Head	Shed 2 (Maintenance)		1
53	Stanley Heater/Dryer	Main (Cat Isolation)		1
105	Stanley Heater/Dryer	Main Kennel 1		1
120	Stanley Heater/Dryer	Puppy Room		1
181	Stanley Heater/Dryer	Shed 2 (Maintenance)		1
121	Step Ladder	Puppy Room		1
262	Stuffed Dog	Main (Reception)		2
52	Supply Closet	Main (Cat Isolation)		1
12	Table (White)	Office		1
17	Table (White)	Office		1
27	Table (White, Round)	Outside (Parking)		1

EXHIBIT B - CITY PROPERTY INVENTORY

48	Table Fan	Behavioral Shed			1
3854	Think Centre PC	Office	1S3238E8UMJ600ZX	3854	1
3855	Think Centre PC	Main (Medical)	1S3238E8UMJ600ZY	3855	1
9178	Think Centre PC	Main (Reception)	1S10AB000QUUSMG000FB1	9178	1
242	Trashcan	Main (Medical)			1
278	Trashcan	Office			5
131	Trifectant (Container)	Shed 3 (Cat Food Shed)			1
35	Triple Kennel	Outside (Parking)			1
195	Vice	Shed 2 (Maintenance)			1
271	Vizio HD TV	Main (Reception)	LWZQPNB1104387		1
265	Volunteer Supply Cart	Main (Reception)			2
257	Wall-file System (Metal, Grey)	Main (Reception)			2
56	Washing Machine (GE)	Main (Cat Isolation)			1
104	Water Bucket / Food Bowl	Main Kennel 1			14
107	Water Bucket / Food Bowl	Main Kennel 2			12
102	Wheelbarrow (Yellow)	Dog Run East			1
264	White Cage Cat Duplex	Main (Reception)			1
110	White Trash Can	Puppy Room (Farthest North)			1
267	Wire Mesh Magazine Rack (Standing)	Main (Reception)			2
260	Wire Mesh Magazine Rack (Wall)	Main (Reception)			1
196	Wrenches (Various)	Shed 2 (Maintenance)			18

VEHICLES

EXHIBIT B - CITY PROPERTY INVENTORY

Unit Number	Year	Description	Vin Number	Auction Value	
5123	2001	GMC PICKUP TRUCK COMP	1GTD19W118216884	\$1,500.00	
5504	2006	FORD PICKUP TRUCK	1FSX21546ED72085	\$5,000.00	**see below
5519	2008	FORD PICKUP TRUCK	1FTNF21538EB68241	\$6,000.00	
8819	2001	WW APAC TRAILER HORSE	46YSP162211063878	\$2,000.00	
8830					Purchased with grant funds
8839	2005	TRAILER ADOPTION UNIT	4D6EB24246C010683	\$2,000.00	
8867	2005	TRAILER CARGO BOX 10'	4RACS10105K008405	\$1,500.00	
8938	2013	TRAILER CARGO BOX 16'	4RACS1625DN089169	\$1,700.00	
	2003	TRAILER ATV TRANSPORT (H	N/A	\$500.00	
	**Box on truck was purchased with grant funds			\$20,200.00	

ITEMS OBTAINED BY GRANTS

34	Portable Fence Kennel	Outside (Parking)		11	\$ 8,400.00
37	Portable Kennels (Boxed)	Outside (Parking)	19 complete kennels (2 boxes)	19	""
113	Food Bowl (Various Sizes)	Puppy Room		80	\$ 175.82
217	Food Bowl (Various Sizes)	Main (Break Room)		38	""
	Kennel Linen				\$ 2,344.75
31	Horse Pen (Silver)	Outside (Parking)			\$ 2,665.00
	Commercial Shell for Box Truck	5504	510G21J43Z		\$ 2,529.99
8938	Emergency Response Trailer	Outside (Parking)	FEMA Grant	8938	
				1	

Nevada Humane Society - Proposed Fee Schedule for CCAS 9/10/2014

<u>Altered License</u>	<u>\$8.00 per year</u>
<u>Unaltered License</u>	<u>\$25.00 per year</u>
<u>Expired License</u>	<u>\$10.00</u>
<u>Replacement License</u>	<u>\$5.00</u>
<u>1st Impound Reclaim</u>	<u>\$40.00</u>
<u>2nd Impound Reclaim</u>	<u>\$80.00</u>
<u>3rd Impound Reclaim</u>	<u>\$120.00</u>
<u>4th Impound Reclaim</u>	<u>\$160.00</u>
<u>Livestock Impound Reclaim</u>	<u>\$100.00</u>
<u>Boarding/Quarantine</u>	<u>\$10.00 per day</u>
<u>Permit Application/Inspection</u>	<u>\$50.00 one-time/nonrefundable</u>
<u>Permit</u>	<u>\$50.00 per year</u>
<u>Cat/Dog Disposal</u>	<u>\$30.00</u>
<u>Owner Surrender – altered dog/cat</u>	<u>\$25.00</u>
<u>Owner Surrender – unaltered dog/cat</u>	<u>\$50.00</u>
<u>Owner Surrender – litter dog/cat</u>	<u>\$20.00</u>
<u>Microchip and Microchip Implantation</u>	<u>\$15.00</u>
<u>Vaccination</u>	<u>\$10.00</u>
<u>Rabies Vaccination</u>	<u>\$15.00</u>