

**Carson City
Agenda Report**

Date Submitted: February 7, 2014

Agenda Date Requested: February 20, 2014

Time Requested: Consent

To: Mayor and Supervisors

From: Purchasing and Contracts

Subject Title: For Possible Action: To determine that Contract No. 1314-144 is a contract for professional services and therefore not suitable for public bidding pursuant to NRS 332.115 and to approve Contract No. 1314-144, a request for professional services to be provided by Carson City Community Counseling Center through December 31, 2014, for an amount not to exceed the cost of \$53,040.00 to be funded from the Administrative Office of the Courts Grant for the Mental Health Court Program. *(Kim Belt)*

Staff Summary: Consultant/User will provide and perform professional clinical treatment services at the Carson City Courthouse located at 885 E. Musser Street Carson City, Nevada 89701, as directed by the Mental Health Court Judge. These services shall include clinical treatment and rehabilitative services for individuals participating in the Carson City Mental Health Court

Type of Action Requested: (check one)

☐ Resolution ☐ Ordinance
☒ Formal Action/Motion ☐ Other (Specify)

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

Recommended Board Action: I move to determine that Contract No. 1314-144 is a contract for professional services and therefore not suitable for public bidding pursuant to NRS 332.115 and to approve Contract No. 1314-144, a request for professional services to be provided by Carson City Community Counseling Center through December 31, 2014, for an amount not to exceed the cost of \$53,040.00 to be funded from the Administrative Office of the Courts Grant for the Mental Health Court Program. *(Kim Belt)*

Explanation for Recommended Board Action: Through this contract, Carson City Community Counseling Center, will provide clinical services for individuals participating in the Carson City Mental Health Court. The cost of the services to be provided has been identified in an amount not to exceed \$53,040.00. Pursuant to **NRS 332.115 subsection 1 (b)**, staff is requesting the Board of Supervisors declare that this contract is not adapted to award by competitive bidding.

NRS 332.115 Contracts not adapted to award by competitive bidding; purchase of equipment by local law enforcement agency, response agency or other local governmental agency; purchase of goods commonly used by hospital.

1. Contracts which by their nature are not adapted to award by competitive bidding, including contracts for:

(b) Professional services;

☐ are not subject to the requirements of this chapter for competitive bidding, as determined by the governing body or its authorized representative.

(Added to NRS by 1975, 1538; A 1987, 296, 1484; 1991, 337, 349, 648, 1934, 1935; 1997, 132; 1999, 889, 1684; 2001, 1317; 2003, 620, 2262; 2005, 226, 2554)

Applicable Statute, Code, Policy, Rule or Regulation: NRS 332.115 subsection 1 (b)

Fiscal Impact: No fiscal impact to the General Fund. \$53,040.00 will be paid for by the Administrative Office of the Courts grant award for the Mental Health Court Program.

Explanation of Impact:

Funding Source: Administrative Office of the Courts grant award for the Mental Health Court Program.

Alternatives: Not approve Contract No. 1314-144.

Supporting Material: Contract for Services of Independent Contractor

Prepared By: Kim Belt, Purchasing and Contracts Manager

Reviewed By: Wendy Chang for Mar. Cortes Date: 2/11/14
(Court Administrator)
Marena Gurnes Date: 2/11/14
(City Manager)
[Signature] Date: 2/11/14
(District Attorney)
[Signature] Date: 2/11/14
(Finance Director)

Board Action Taken:

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

(Vote Recorded By)

**FACILITY USE/CONSULTANT
CONTRACT No. 1314-144
Clinical Treatment Services at Carson City Courthouse**

THIS CONTRACT, made and entered into this 20th day of February, 2014, by and between Carson City, a consolidated municipality, a political subdivision of the State of Nevada, hereinafter referred to as the "**CITY**", and Carson City Community Counseling Center hereinafter referred to as the "**CONSULTANT/USER**".

W I T N E S S E T H :

WHEREAS, the Purchasing and Contracts Manager for Carson City, a consolidated municipality is authorized, pursuant to Nevada Revised Statutes Chapter 332 and Carson City Purchasing Resolution #1990-R71, to approve and accept this Contract as set forth in and by the following provisions; and

WHEREAS, it is deemed that the services of **CONSULTANT** for **CONTRACT No. 1314-144 Clinical Treatment Services at Carson City Courthouse** are both necessary and in the best interests of **CITY**; and

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

1 **REQUIRED APPROVAL:**

1.1 This Contract shall not become effective until and unless approved by the Carson City Board of Supervisors.

2 **CONTRACT TERM:**

2.1 This Contract shall be effective from January 2, 2014 subject to Carson City Board of Supervisors' approval (anticipated to be February 20, 2014) to December 31, 2014, unless sooner terminated by either party as specified in **Section 7 Contract Termination**.

3 **SCOPE OF WORK:**

3.1 Contingent upon Carson City obtaining a grant for Clinical Treatment Services.

3.2 Carson will implement the aforementioned grant through **CONSULTANT/USER**.

For P&C Use Only

BL expires _____

GL expires _____

AL expires _____

WC expires _____

**FACILITY USE/CONSULTANT
CONTRACT No. 1314-144
Clinical Treatment Services at Carson City Courthouse**

3.3 **CONSULTANT/USER** shall provide and perform the following services set forth in **Exhibit A** attached hereto and incorporated herein by reference for and on behalf of **CITY** hereinafter referred to as the **"SERVICES"**.

3.4 **CONSULTANT/USER** represents that it is duly licensed by Carson City for the purposes of performing the **SERVICES**.

3.5 **CONSULTANT/USER** represents that it is duly qualified and licensed in the State of Nevada for the purposes of performing the **SERVICES**.

3.6 **CONSULTANT/USER** represents that it and/or the persons it may employ possess all skills and training necessary to perform the **SERVICES** described herein and required hereunder. **CONSULTANT/USER** 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. **CONSULTANT/USER** shall be responsible for the professional quality and technical accuracy of all **SERVICES** furnished by **CONSULTANT/USER** to **CITY**.

4 CONSIDERATION:

4.1 The parties agree that **CONSULTANT/USER** will provide the **SERVICES** specified in **Section 3 Scope of Work** and **CITY** agrees to pay **CONSULTANT/USER** the **CONTRACT SUM of \$1,200.00 per week, or a not to exceed maximum amount of Fifty Three Thousand Forty Dollars and No Cents (\$53,040.00).**

4.2 **CITY** has provided a sample invoice and **CONSULTANT/USER** shall submit its request for payment using said sample invoice (see page 14 below).

4.2 Payment by **CITY** for the **SERVICES** rendered by **CONSULTANT/USER** shall be due within thirty (30) calendar days from the date **CITY** acknowledges that the performance meets the requirements of this Contract or from the date the correct, complete, and descriptive invoice is received by **CITY** employee designated on the sample invoice, whichever is the latter date.

4.3 **CITY** does not agree to reimburse **CONSULTANT/USER** for expenses unless otherwise specified.

4.4 The continuation of this Contract beyond June 30, 2014 is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the Carson City Board of Supervisors.

5 NOTICE:

Unless otherwise specified, termination shall not be effective until thirty (30) calendar days after a party has served written notice of default, or without cause upon the other party. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by e-mail with simultaneous regular mail, by telephonic facsimile with simultaneous regular mail, or

**FACILITY USE/CONSULTANT
CONTRACT No. 1314-144
Clinical Treatment Services at Carson City Courthouse**

by certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified below.

- a. Notice to **CONSULTANT/USER** shall be addressed to:

Mary Bryan
Carson City Community Counseling Center
205 S. Pratt Avenue
Carson City, Nevada 89701
775-882-3945/FAX 775-882-6126
meadowmary@aol.com

- b. Notice to **CITY** shall be addressed to:

Carson City Purchasing and Contracts
Kim Belt, Purchasing and Contracts Manager
201 North Carson Street Suite 3
Carson City, NV 89701
775-283-7137/ FAX 887-2107
kbelt@carson.org

6 FACILITY:

6.1 **CITY** will provide office space for **CONSULTANT/USER** for duration of this contract.

6.2 **CONSULTANT/USER** shall leave the **FACILITY** in a neat and presentable condition after each class/event. **CONSULTANT/USER** accepts all risk associated with the use of the **FACILITY**. Should there be any damage to the **FACILITY** beyond normal wear and tear by the **CONSULTANT/USER**, the **CONSULTANT/USER** shall pay for the repair of the **FACILITY**. Any lost, damaged, or stolen articles or equipment shall be the responsibility of the **CONSULTANT/USER**. **FACILITY** shall be vacated by the **CONSULTANT/USER** immediately upon notification by the **CITY**.

7 CONTRACT TERMINATION:

7.1 Termination Without Cause:

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.

7.2 Termination for Nonappropriation:

The continuation of this Contract beyond June 30, 2013, is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the Carson City Board of Supervisors. **CITY** may terminate this Contract, and **CONSULTANT/USER** waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the funding is not appropriated or is withdrawn, limited, or impaired.

**FACILITY USE/CONSULTANT
CONTRACT No. 1314-144
Clinical Treatment Services at Carson City Courthouse**

7.3 Cause Termination for Default or Breach:

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

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

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

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 required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

If **CONSULTANT/USER** becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or

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

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 **CONSULTANT/USER**, or any agent or representative of **CONSULTANT/USER**, 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

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

7.4 Time to Correct:

Termination upon a declared default or breach may be exercised only after service of formal written notice as specified in **Section 5 Notice**, and the subsequent failure of the defaulting party within fifteen (15) calendar days of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.

7.5 Winding Up Affairs Upon Termination:

1.1.1 In the event of termination of this Contract for any reason, the parties agree that the provisions of this paragraph survive termination:

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;

**FACILITY USE/CONSULTANT
CONTRACT No. 1314-144
Clinical Treatment Services at Carson City Courthouse**

CONSULTANT/USER shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by **CITY**;

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

CONSULTANT/USER shall preserve, protect, and promptly deliver into **CITY** possession all proprietary information in accordance with **Section 23 City Ownership of Proprietary Information**.

8 SCHEDULE:

8.1 **CONSULTANT/USER** shall have the use of the **FACILITY** during the times and dates agreed upon by the **CITY** and the **USER**. No event will be permitted while the **FACILITY** is closed in observance of a declared holiday. If desired, a list of these holidays will be provided by the Carson City.

9 CONSULTANTS/USERS RESPONSIBILITIES:

9.1 **CONSULTANT/USER** agrees to be held responsible for the conduct of its employees, agents, representatives, volunteers, any others performing work for the **CONSULTANT/USER** and its participants for their conformance with the terms and conditions of this **CONTRACT**. In the event **CITY** staff has any concerns or complaints about any aspect of the conduct of the **CONSULTANT/USER**, **CITY** staff will provide prompt written notice to the **CONSULTANT/USER** of those concerns or complaints. **CONSULTANT/USER** agrees that the **FACILITY** shall only be used for the agreed upon purposes.

9.2 **CONSULTANT/USER** will make every effort to avoid disturbing other facility patrons. **CONSULTANT/USER** will keep the doors to their assigned room closed to reduce noise infiltration into the rest of the facility.

9.3 **CONSULTANT/USER** agrees that all decorations and/or wall adornments used on **CITY** premises must be approved by **CITY**. **CONSULTANT/USER** will bear all costs resulting from the use of such decorations, such as wall and paint repair, etc.

10 CITY'S RESPONSIBILITIES:

10.1 **FACILITY** will be maintained by **CITY** staff.

10.2 **CITY** may allow, but will not be responsible and/or liable for any of the **CONSULTANTS/USERS** equipment, materials, or supplies stored and/or used on the premises. **CITY** reserves the right to refuse or reduce the storage space allotted to the **CONSULTANT/USER** at any time.

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

Page 5 of 15

**FACILITY USE/CONSULTANT
CONTRACT No. 1314-144
Clinical Treatment Services at Carson City Courthouse**

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 paragraph.

11.2 Except as otherwise provided in Subsection 12.4 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.

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 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 other contracting party, except as to the results of the work, and not as to the means by which the services are accomplished.

12.2 It is mutually agreed that **CONSULTANT/USER** 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. **CONSULTANT/USER** 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 **CONSULTANT/USER** or any other party.

12.4 **CONSULTANT/USER** 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, **CONSULTANT'S/USER'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.

**FACILITY USE/CONSULTANT
CONTRACT No. 1314-144
Clinical Treatment Services at Carson City Courthouse**

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

13 INSURANCE REQUIREMENTS

13.1 Unless expressly waived in writing by **CITY**, **CONSULTANT/USER**, 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. **CONSULTANT/USER** shall not use the **FACILITY** before **CONSULTANT/USER** has provided the required evidence of insurance to Carson City Purchasing and Contracts, and **CITY** has approved the insurance policies provided by **CONSULTANT/USER**. Prior approval of the insurance policies by **CITY** shall be a condition precedent to any use of the **FACILITY** under this Contract and **CITY'S** approval of any changes to insurance coverage during the course of use shall constitute an ongoing condition subsequent this Contract. Any failure of **CITY** to timely approve shall not constitute a waiver of the condition.

13.2 Insurance Coverage:

13.2.1 **CONSULTANT/USER** shall, at **CONSULTANT'S/USER'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 use of the **FACILITY** by **CONSULTANT/USER** and shall continue in force as appropriate until such time as the insurance is no longer required by **CITY** under the terms of this Contract.

13.2.2 Any insurance or self-insurance available to **CITY** shall be in excess of and non-contributing with any insurance required from **CONSULTANT/USER**. **CONSULTANT'S/USER'S** insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by **CITY**, **CONSULTANT/USER** 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 **CONSULTANT/USER** has knowledge of any such failure, **CONSULTANT/USER** shall immediately notify **CITY** and immediately replace such insurance or bond with an insurer meeting the requirements.

13.3 General Requirements:

13.3.1 **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.

13.3.2 **Additional Insured:** By endorsement to the general liability insurance policy evidenced by **CONSULTANT/USER**, 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.

**FACILITY USE/CONSULTANT
CONTRACT No. 1314-144
Clinical Treatment Services at Carson City Courthouse**

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

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

13.3.5 **Deductibles and Self-Insured Retentions:** Insurance maintained by **CONSULTANT/USER** 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 **CONSULTANT/USER** from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$5,000 per occurrence, unless otherwise approved by **CITY**.

13.3.6 **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 certified mail to Carson City Purchasing and Contracts, 201 N. Carson Street Suite 3, Carson City, NV 89701.

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

13.3.8 **Evidence of Insurance:** **CONSULTANT/USER** must provide the following documents to Carson City Purchasing and Contracts, 201 North Carson Street Suite 3, Carson City, NV 89701:

13.3.9 **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 **CONSULTANT/USER**.

13.3.10 **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.

13.3.11 **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.

13.4 **Review and Approval:** Documents specified above must be submitted for review and approval by Carson City Purchasing and Contracts prior to use of the **FACILITY** by **CONSULTANT/USER**. Neither approval by **CITY** nor failure to disapprove the insurance furnished by **CONSULTANT/USER** shall relieve **CONSULTANT/USER** of

**FACILITY USE/CONSULTANT
CONTRACT No. 1314-144
Clinical Treatment Services at Carson City Courthouse**

CONSULTANT/USER'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 **CONSULTANT/USER** 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.

14 COMMERCIAL GENERAL LIABILITY INSURANCE:

14.1 Minimum Limits required:

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

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

14.2 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).

15 WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:

15.1 CONSULTANT/USER shall provide proof of worker's 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 each employee per accident for bodily injury by accident or disease.

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

16 BUSINESS LICENSE:

16.1 CONSULTANT/USER agrees to obtain a Carson City business license and provide a copy of same to Carson City Purchasing and Contracts, 201 North Carson Street Suite 3, Carson City, NV 89701 prior to use of the **FACILITY**.

17 COMPLIANCE WITH LEGAL OBLIGATIONS:

17.1 CONSULTANT/USER 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 **CONSULTANT/USER** to provide the goods or services of this Contract. **CONSULTANT/USER** 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

**FACILITY USE/CONSULTANT
CONTRACT No. 1314-144
Clinical Treatment Services at Carson City Courthouse**

property and personal property taxes are the responsibility of **CONSULTANT/USER** in accordance with Nevada Revised Statutes 361.157 and 361.159. **CONSULTANT/USER** 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.

18 **ALTERNATIVE DISPUTE RESOLUTION:** Pursuant to NRS 338.150, public body charged with the drafting of specifications for a public work shall include in the specifications a clause requiring the use of a method of alternative dispute resolution before initiation of a judicial action if a dispute arising between the public body and the contractor engaged on the public work cannot otherwise be settled. Therefore, in the event that a dispute arising between **CITY** and **CONSULTANT/USER** cannot otherwise be settled, **CITY** and **CONSULTANT/USER** agree that, before judicial action may be initiated, **CITY** and **CONSULTANT/USER** will submit the dispute to non-binding mediation. **CITY** shall present **CONSULTANT/USER** with a list of three potential mediators. **CONSULTANT/USER** shall select one person to serve as the mediator from the list of potential mediators presented by **CITY**. The person selected as mediator shall determine the rules governing the mediation.

19 **WAIVER OF BREACH:** 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.

20 **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.

21 **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. **CONSULTANT/USER** shall neither assign, transfer nor delegate any rights, obligations or duties under this Contract without the prior written approval of **CITY**.

22 **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. **CONSULTANT/USER** acknowledges that this Contract is effective only after approval by Carson City Purchasing and Contracts and only for the period of time specified in this Contract. Any use of the **FACILITY** by **CONSULTANT/USER** before this Contract is effective or after it ceases to be effective are performed at the sole risk of **CONSULTANT/USER**.

23 **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. **CONSULTANT/USER** consents and agrees to the jurisdiction of the courts of the State of Nevada located in Carson City, Nevada for enforcement of this Contract.

**FACILITY USE/CONSULTANT
CONTRACT No. 1314-144
Clinical Treatment Services at Carson City Courthouse**

24 **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 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.

**FACILITY USE/CONSULTANT
CONTRACT No. 1314-144
Clinical Treatment Services at Carson City Courthouse**

25 ACKNOWLEDGMENT AND EXECUTION:

25.1 In witness whereof, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

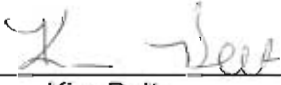
CARSON CITY

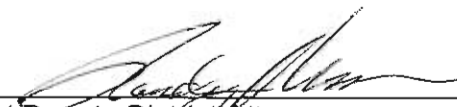
Finance Dept, Purchasing and Contracts
Attn: Kim Belt
Purchasing and Contracts Manager
201 North Carson Street Suite 3
Carson City, Nevada 89701
Telephone: 775-283-7137
Fax: 775-887-2107
kbelt@carson.org

CITY'S LEGAL COUNSEL

Neil A. Rombardo, District Attorney

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

By: 
Kim Belt

By: 
Deputy District Attorney

DATED 2/11/14

DATED 2/11/14

I hereby concur with the initiation of this Contract and I certify that CONSULTANT/USER will not be given authorization to use the FACILITY until this Contract has been executed.

CITY'S ORIGINATING DEPARTMENT

BY: Max Cortes
Court Administrator
First Judicial District
885 East Musser St., Ste 2007
Carson City, NV 89701
Office: (775) 887-2121 e. 7249
mcortes@carson.org

By: 

DATED 2/11/14

**FACILITY USE/CONSULTANT
CONTRACT No. 1314-144
Clinical Treatment Services at Carson City Courthouse**

Undersigned deposes and says: That she is the **CONSULTANT/USER**; that she has read the foregoing Contract; and that he/she understands the terms, conditions, and requirements thereof.

I further understand that I must not use the FACILITY until this Contract has been signed by Purchasing and Contracts.

CONSULTANT/USER

BY: Mary Bryan

Company: Carson City Community Counseling Center

Carson City Business License # 14-

Address: 205 S. Pratt Avenue

City: Carson City **State:** Nevada **Zip Code:** 89701

Telephone: 775-882-3945/FAX 775-882-6126

E-Mail Address: meadowmary@aol.com

(Signature of **CONSULTANT/USER**)

DATED _____

STATE OF _____)
_____) **ss**
County of _____)

Signed and sworn (or affirmed) before me on this _____ day of _____, 2014,
by _____.

(Signature of Notary)

(Notary Stamp)

**FACILITY USE/CONSULTANT
CONTRACT No. 1314-144
Clinical Treatment Services at Carson City Courthouse**

SAMPLE INVOICE

Invoice Number: _____
Invoice Date: _____
Invoice Period: _____

Vendor Number: _____

Invoice shall be submitted to:
Max Cortes
Court Administrator
First Judicial District
885 East Musser St., Ste 2007
Carson City, NV 89701

Line Item #	Description	Unit Cost	Units Completed	Total \$\$
Total for this invoice				

Original Contract Sum	\$	_____
Less amount previously billed	\$	_____
= contract sum prior to this invoice	\$	_____
Less this invoice	\$	_____
=Dollars remaining on Contract	\$	_____

ENCLOSE COPIES OF RECEIPTS & INVOICES FOR EXPENSES & OUTSIDE SERVICES

**FACILITY USE/CONSULTANT
CONTRACT No. 1314-144
Clinical Treatment Services at Carson City Courthouse**

CONTRACT ACCEPTANCE AND EXECUTION:

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of February 20, 2014, approved the acceptance of **CONTRACT No. 1314-144**. 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 20th day of February, 2014.

ATTEST:

ALAN GLOVER, CLERK-RECORDER

DATED this 20th day of February, 2014.

Scope of Duties:

1. Contractor shall provide professional clinical treatment services in Nevada, as directed by the Mental Health Court Judge. These services shall include clinical treatment and rehabilitative services. Both individual and group counseling.
2. Contractor shall attend the Mental Health Court Staffings and Mental Health Court Hearings which are held on a weekly basis.
3. Contractor shall provide an updated weekly status of each participant's progress to the Mental Health Court Team.
4. Contractor shall keep a log accounting for all time spent on the Mental Health Court program. The log shall be subject to review, inspection and/or audit by the Court Administrator and/or the Mental Health Court Judge, or their respective representatives, at any time upon reasonable advance written notice.
5. When aggregated client statistics are utilized for the purpose of research and evaluation as directed by the Mental Health Court Judge, such statistics shall not be considered confidential and may be utilized as directed by the Mental Health Court Judge.