

**City of Carson City  
Agenda Report**

**Date Submitted:** September 9, 2014

**Agenda Date Requested:** September 18, 2014  
**Time Requested:** 15 minutes

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

**Subject Title:** For Possible Action: To adopt Resolution No. \_\_\_\_, a resolution authorizing the donation of surplus items to the Nevada Humane Society.

**Staff Summary:** This resolution authorizes Carson City Board of Supervisors to donate commodities, supplies, materials and equipment that they have determined have reached the end of their useful lives since Carson City is contracting with the Nevada Humane Society for the operation, direction, supervision, regulation, policing, and enforcement of Carson City Animal Services.

**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 adopt Resolution No. \_\_\_\_, a resolution authorizing donation of surplus items to the Nevada Humane Society.

**Explanation for Recommended Board Action:** Upon Carson City Board of Supervisor's approval and the approval of the 2<sup>nd</sup> reading of the Carson City Municipal Code (CCMC) 7.13, Carson City and the Nevada Humane Society will enter into a Lease and a Professional Animal Services & Enforcement Agreement for Animal Services' operation, direction, supervision, regulation, policing, and enforcement of Carson City Animal Services. The commodities, supplies, materials and equipment, listed in Exhibit B of the INDEPENDENT CONTRACTOR AGREEMENT – SCOPE OF WORK / LEASE, PROFESSIONAL ANIMAL SERVICES & ENFORCEMENT AGREEMENT (CARSON CITY ANIMAL SHELTER) have reached the end of their useful life to Carson City since the service will be contracted to the Nevada Humane Society.

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

**Fiscal Impact:** N/A

**Explanation of Impact:** N/A

**Funding Source:** N/A

**Alternatives:** Do not approve the Resolution

**Supporting Material:** Resolution; Exhibit A - Independent Contractor Agreement – Scope of Work; Exhibit B – City Property Inventory

Prepared By: Nicki Aaker, MSN, MSN, RN

Reviewed By: N. Aaker Date: 9/9/14  
(Department Head)  
Nicholas Miranda Date: 9/9/14  
(City Manager)  
[Signature] Date: 9/9/14  
(District Attorney)  
Nancy Paulos Date: 9/9/14  
(Finance Director)

**Board Action Taken:**

Motion: \_\_\_\_\_ 1) \_\_\_\_\_ Aye/Nay  
2) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Vote Recorded By)

**RESOLUTION NO. 2014-R-\_\_\_\_\_**

**A RESOLUTION AUTHORIZING DONATION OF SURPLUS ITEMS**

WHEREAS, Nevada Revised Statutes (NRS) 244.1505 authorizes the Carson City Board of Supervisors to donate commodities, supplies, materials and equipment that they have determined have reached the end of their useful lives.

WHEREAS, donations are to be made to another governmental entity or to a nonprofit organization created for religious, charitable or educational purposes as set forth in NRS 372.3261. The Nevada Humane Society is such a charitable, nonprofit organization.

WHEREAS, donations are to be used for any purpose which will provide a substantial benefit to the inhabitants of Carson City. Donating the personal property identified in the attachment, except for the items delineated as "OBTAINED BY GRANTS" which shall not be donated, will provide such a benefit by facilitating the perpetuation of an animal shelter in Carson City.<sup>1</sup>

NOW, THEREFORE, BE IT RESOLVED that the Carson City Board of Supervisors has determined that the attachment hereto lists the pieces of surplus property that have reached the end of their useful lives to Carson City because it is contracting with the Nevada Humane Society to take over its animal shelter. The Carson City Board of Supervisors authorizes the City's donation to the Nevada Humane Society upon the condition that Carson City's "LEASE, PROFESSIONAL ANIMAL SERVICES & ENFORCEMENT AGREEMENT (CARSON CITY ANIMAL SHELTER)" (hereafter "Agreement") is not cancelled. Upon the cancellation of such Agreement, the items identified in the attachment shall revert back to Carson City. The items delineated in the attachment as "OBTAINED BY GRANTS," although part of the Agreement, are excepted herefrom.

Upon motion by Supervisor \_\_\_\_\_,  
seconded by Supervisor \_\_\_\_\_, the foregoing  
Resolution was passed and adopted this \_\_\_ day of September, 2014 by the following  
vote.

VOTE:        AYES:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NAYS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

<sup>1</sup> The attachment hereto is Exhibit B of the "LEASE, PROFESSIONAL ANIMAL SERVICES & ENFORCEMENT AGREEMENT (CARSON CITY ANIMAL SHELTER)" entered into in September of 2014.

ABSENT: \_\_\_\_\_

ABTAIN: \_\_\_\_\_

\_\_\_\_\_  
Robert L. Crowell, Mayor  
Carson City, Nevada

ATTEST

\_\_\_\_\_  
Alan Glover, Clerk  
Carson City, Nevada

**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 _____

**Exhibit A**  
**INDEPENDENT CONTRACTOR AGREEMENT - SCOPE OF WORK**  
\*\*\*  
**LEASE, PROFESSIONAL ANIMAL SERVICES & ENFORCEMENT**  
**AGREEMENT**

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

**Exhibit A**  
**INDEPENDENT CONTRACTOR AGREEMENT - SCOPE OF WORK**  
\*\*\*  
**LEASE, PROFESSIONAL ANIMAL SERVICES & ENFORCEMENT AGREEMENT**

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.

**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 (1<sup>st</sup>) day of each month, but no later than the tenth (10<sup>th</sup>) 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.

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

**Exhibit A**  
**INDEPENDENT CONTRACTOR AGREEMENT - SCOPE OF WORK**

\*\*\*

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

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 (1<sup>st</sup>) day of each month for that calendar month, but no later than the tenth (10<sup>th</sup>) 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 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 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.



**Exhibit A**  
**INDEPENDENT CONTRACTOR AGREEMENT - SCOPE OF WORK**  
\*\*\*  
**LEASE, PROFESSIONAL ANIMAL SERVICES & ENFORCEMENT**  
**AGREEMENT**

**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

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

**Exhibit A**  
**INDEPENDENT CONTRACTOR AGREEMENT - SCOPE OF WORK**  
\*\*\*  
**LEASE, PROFESSIONAL ANIMAL SERVICES & ENFORCEMENT**  
**AGREEMENT**

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

**Exhibit A**  
**INDEPENDENT CONTRACTOR AGREEMENT - SCOPE OF WORK**  
\*\*\*  
**LEASE, PROFESSIONAL ANIMAL SERVICES & ENFORCEMENT**  
**AGREEMENT**

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.

**Exhibit A**  
**INDEPENDENT CONTRACTOR AGREEMENT - SCOPE OF WORK**  
\*\*\*  
**LEASE, PROFESSIONAL ANIMAL SERVICES & ENFORCEMENT**  
**AGREEMENT**

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.

**Exhibit A**  
**INDEPENDENT CONTRACTOR AGREEMENT - SCOPE OF WORK**

\*\*\*

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

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

**Exhibit A**  
**INDEPENDENT CONTRACTOR AGREEMENT - SCOPE OF WORK**

\*\*\*

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

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

**Exhibit A**  
**INDEPENDENT CONTRACTOR AGREEMENT - SCOPE OF WORK**  
\*\*\*  
**LEASE, PROFESSIONAL ANIMAL SERVICES & ENFORCEMENT**  
**AGREEMENT**

**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:**

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.

**Exhibit A**  
**INDEPENDENT CONTRACTOR AGREEMENT - SCOPE OF WORK**  
\*\*\*  
**LEASE, PROFESSIONAL ANIMAL SERVICES & ENFORCEMENT**  
**AGREEMENT**

**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.



**Exhibit A**  
**INDEPENDENT CONTRACTOR AGREEMENT - SCOPE OF WORK**  
\*\*\*  
**LEASE, PROFESSIONAL ANIMAL SERVICES & ENFORCEMENT**  
**AGREEMENT**

**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**  
**INDEPENDENT CONTRACTOR AGREEMENT - SCOPE OF WORK**  
\*\*\*  
**LEASE, PROFESSIONAL ANIMAL SERVICES & ENFORCEMENT**  
**AGREEMENT**

**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](mailto:KBelt@carson.org)

By: \_\_\_\_\_  
Kim Belt

Dated \_\_\_\_\_

**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 \_\_\_\_\_

**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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

Dated \_\_\_\_\_

Funding Source: \_\_\_\_\_  
Budget Allocation: \$ \_\_\_\_\_  
Project #: \_\_\_\_\_

**PROJECT CONTACT PERSON:**

\_\_\_\_\_, Name

\_\_\_\_\_, Title

\_\_\_\_\_, Phone

**Exhibit A**  
**INDEPENDENT CONTRACTOR AGREEMENT - SCOPE OF WORK**  
\*\*\*  
**LEASE, PROFESSIONAL ANIMAL SERVICES & ENFORCEMENT**  
**AGREEMENT**

\_\_\_\_\_ 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:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**FIRM:** \_\_\_\_\_

**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** \_\_\_\_\_

**STATE OF** \_\_\_\_\_ )

)ss

**County of** \_\_\_\_\_ )

Signed and sworn (or affirmed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
(Signature of Notary)

(Notary Stamp)

**Exhibit A**  
**INDEPENDENT CONTRACTOR AGREEMENT - SCOPE OF WORK**  
**\*\*\***  
**LEASE, PROFESSIONAL ANIMAL SERVICES & ENFORCEMENT**  
**AGREEMENT**

**CONTRACT ACCEPTANCE AND EXECUTION:**

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of \_\_\_\_\_ 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 \_\_\_\_ day of \_\_\_\_\_, 2014.

**ATTEST:**

\_\_\_\_\_  
ALAN GLOVER, CLERK-RECORDER

DATED this \_\_\_\_ day of \_\_\_\_\_, 2014.



A no-kill shelter creating a no-kill community.

2825 Longley Lane, Suite B, Reno, NV 89502  
775-856-2000 • [www.nevadahumanesociety.org](http://www.nevadahumanesociety.org)

## Standard Adoption Fees

Seniors for Seniors: Person 55 or older adopting a dog or cat 6 years or older.....	FREE
Cats, Adults.....	\$50
Cats 3 yrs or older.....	\$Free
Kittens under 4 mos.....	\$60
Dogs, Most Adults.....	\$50
Dogs 10 yrs or older.....	\$25
Small & highly-desirable dogs.....	\$50 to \$100
(Individually Priced)	
Puppies under 4 mos.....	\$100
(Individually Priced)	
Rabbits.....	\$35
Ferrets.....	\$50
Small Mammals.....	\$10
Snakes.....	\$55
Lizards.....	\$65
Large & Exotic Birds.....	\$100
Small Birds.....	\$20
Turtles.....	\$15

**All dogs, cats, puppies and kittens are spayed or neutered, vaccinated and microchipped. All rabbits are spayed or neutered. These services are included in the adoption fee. Our actual cost per animal averages \$250.**

**Higher rates for highly-desirable dogs help fund the care of those dogs who need a longer stay at the shelter.**

**Nevada Humane Society is a non-profit organization.  
We rely upon donations from the public to provide lifesaving services  
to over 10,000 homeless animals each year.**

## Nevada Humane Society Spay/Neuter Clinic Service Pricing

1. Dogs older than 8 years must have pre-op blood work by their own veterinarian prior to surgery
2. Vaccination prices below are only for vaccines administered with spay/neuter
3. Hernia repair only if reducible. Cats \$15 Dogs \$30

Cat Spay	\$50	Dog Spay <25lbs	\$80
Cat Neuter	\$30	Dog Spay 26-50lbs	\$100
Umbilical Hernia repair	\$15	Dog spay 51-75lbs	\$120
		Dog Spay 76-100lbs	\$145
Rabies vaccine	\$10	Dog Neuter <25lbs	\$60
FVRCP	\$10	Dog Neuter 26-50lbs	\$75
FELV test	\$18	Dog Neuter 51-75lbs	\$95
		Dog Neuter 76-100lbs	\$110
Nail Trim	\$5.00	Cryptorchid additional charge	\$40
Microchip	\$10	Umbilical Hernia repair if reducible	\$30

### Vaccine clinic pricing TENATIVE

FVRCP	15
RABIES 1 YEAR	15
RABIES 3 YEAR	15
FE LEUK	18
DA2PPV	15
BORDATELLA (KENNEL COUGH)	18
RABIES 1 YEAR	15
RABIES 3 YEAR	15

Rabies vaccine	\$10
DA2PPV	\$10
Bordatella (kennel cough)	\$15
E-Collar	\$5.00
Post-op pain meds	\$5.00

**EXHIBIT B - CITY PROPERTY INVENTORY**

<b>Inventory Control #</b>	<b>Item Description</b>	<b>Item Location</b>	<b>Serial #, if applicable</b>	<b>Carson City Inventory #, if applicable</b>	<b>Quantity</b>	<b>Value</b>
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	



**EXHIBIT B - CITY PROPERTY INVENTORY**

42	Cat (Stuffed)	Behavioral Shed			1
224	Cat / Dog Triplex Kennel	Main (Medical)			2
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 / FCH1016		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-0KC147-46633-5BB-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. DMNKNN1	6920	1
3384	Dell Optiplex 990	Office	SERV. TAG. 9N11WR1	3384	1
250	Desk (Black w/ Grey)	Main (Reception)			1

**EXHIBIT B - CITY PROPERTY INVENTORY**

8	Desk (Corner, large)	Office			1
85	Desk (Grey)	Outside (Fenced)			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

**EXHIBIT B - CITY PROPERTY INVENTORY**

81	Gas-powered Leaf Blower	Outside (Fenced)			1
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

**EXHIBIT B - CITY PROPERTY INVENTORY**

50	Metal Kennel (Cat)	Main (Cat Isolation)			15
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)	807-377673-7324MKK02		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

**EXHIBIT B - CITY PROPERTY INVENTORY**

214	Rubbermaid Supply Cart	Main (Break Room)			1
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

**EXHIBIT B - CITY PROPERTY INVENTORY**

27	Table (White, Round)	Outside (Parking)			1
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)	1S10AB000QUSMG000FB1	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

**EXHIBIT B - CITY PROPERTY INVENTORY**

**VEHICLES**

Unit Number	Year	Description	Vin Number	Auction Value	
5123	2001	GMC PICKUP TRUCK COMP	1GTDT19W118216884	\$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	2005	TRAILER ADOPTION UNIT	4D6EB24246C010683	\$2,000.00	Purchased with grant funds
8839	2005	TRAILER CARGO BOX 10'	4RACS10105K008405	\$1,500.00	
8867	2013	TRAILER CARGO BOX 16'	4RACS1625DN089169	\$1,700.00	
8938	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	