



PROFESSIONAL SERVICES AGREEMENT

Amended January 2015

This agreement (“Agreement”) is made on the Effective Date by and between the County of Washoe, a political subdivision of the State of Nevada (hereinafter the “County”); and the Nevada Humane Society, a Nevada private non-profit corporation (hereinafter “NHS”), collectively the “Parties.”

ARTICLE 1 RECITALS

1.1 A November 2002 ballot question was approved by the electors of Washoe County to fund the construction through the issuance of tax-exempt bonds (the “Bonds”) of a regional animal service center (“Regional Center”) and to consolidate the animal services functions of Reno, Sparks and Washoe County. In connection with the issuance of the Bonds and in consideration of the covenants, terms and conditions of the various agreements of the Parties, NHS has agreed to contribute \$2,575,000 to repayment of the Bonds (including issuance costs), as well as an additional \$1,250,000, in two separate payments of \$625,000, which were made on August 1, 2005 and October 1, 2005, and \$300,000 for the construction of two additional kennel pods (collectively, the “NHS Contribution”), as reflected in that certain Lease Payment Agreement, approved by the Washoe County Board of Commissioners on June 14, 2003, as amended, by and between the Parties (the “Lease Payment Agreement”). The transfer of existing animal control and field operations to the County was accomplished through a negotiated interlocal agreement between the local government agencies (the “Comprehensive Interlocal Agreement”). Under the Comprehensive Interlocal Agreement the County is the owner and operator of the Regional Center.

1.2 NHS holds private non-profit corporation status under Section 501(c)(3) of the Internal Revenue Code and the US Treasury regulations promulgated thereunder.

1.3 NHS operates a shelter facility out of the Regional Center that provides animal adoption services, medical treatment for animals, spay and neuter services education, and other related services.

1.4 Pursuant to the Lease Payment Agreement, the Parties entered into a lease as permitted by NRS 244.284 without competitive bidding, substantially in the form of the lease for the use of the facility (the “Lease”) attached as an exhibit to the Lease Payment Agreement,

PSA 2015

whereby in consideration of the NHS Contribution, the County leases space within the Regional Center for NHS to perform the services required by this Agreement.

ARTICLE 2 DEFINITIONS

As used in this Agreement, unless the context otherwise requires, the words and terms defined in this section have the meanings ascribed to them herein, as follows:

2.1 “Effective Date” means the later of (1) the date of the signature of the last Party to sign the Agreement provided the Agreement has first been approved by the governing board of each Party, or (2) the commencement of the term of the Lease.

2.2 “Field Operations” means enforcement and support of all laws by Regional Animal Services relating to animals in accordance with WCC Chapter 55 and the Nevada Revised Statutes.

2.3 “Foster Care Giver,” means private care/home that agrees to take on a temporary basis, (not to regularly exceed six months) animals from the Center, into such home or care, under the direction and control of NHS/County staff.

2.4 “Lease” means the agreement as described in Section 1.4 hereof.

2.5 “Livestock” shall have the meaning ascribed to it in WCC 55.010.

2.6 “Organization” means an organization that qualifies as a Nevada non-profit corporation and/or as a 501(c)(3) organization or that possesses provisional 501(c)(3).

2.7 “Pound Seizure” means the release of an animal to an agency for research/vivisection purposes.

2.8 “Regional Center,” “Regional Animal Services Center” or “Center” means the animal control center built and operated by Washoe County pursuant to this Agreement and the Comprehensive Interlocal Agreement, as defined in Section 1.1 hereof.

2.9 “Rescue Group/Releasing Agency” means an agency that will permanently remove an animal from the care of the County with the intention of finding a home for that animal in accordance with established guidelines of County ordinances and supervision of County staff. To qualify as a Rescue Group/Releasing Agency, such agency must be a Nevada non-profit and/or 501(c)(3) organization or that possess a provisional 501(c)(3).

2.10 “Services” means the professional services to be performed by NHS pursuant to this Agreement.

2.11 "SOP" means standard operating procedures.

2.12 "Transferred County Animals" means animals that initially came into the control of the County and are transferred to NHS or any other Rescue Group/Releasing Agency.

2.13 "Volunteer," as used in any SOP, means an unpaid individual who donates their time to the Center under the direction of the NHS/County staffs while performing their duties.

ARTICLE 3 SERVICES AT THE CENTER

3.1 ADOPTABLE ANIMALS NHS shall have the first choice of animals in the custody of the County. After the expiration of the time limitations agreed to between NHS and the County, County may contact any qualified rescue group for the adoption of animals not chosen by NHS.

3.2 ANIMAL LICENSING NHS agrees to direct the new owner of each qualified animal at the time of adoption to the County in accordance with the established Washoe County ordinance to obtain a license for the animal.

3.3 OWNER-SURRENDERED ANIMALS NHS agrees to accept owner-surrendered animals and shall be responsible for euthanasia of all transferred and owner-surrendered animals that are deemed not adoptable. NHS shall not be required to accept owner-surrendered livestock. NHS shall accept owner-surrendered animals on a first-come first-served basis, with residents of Washoe County having priority. The qualification criteria for an owner-surrendered animal shall be developed within the SOP and guidelines agreed to by the Parties.

3.4 SERVICE AREA In accordance with the Comprehensive Interlocal Agreement, the Regional Center was built and is operated by Washoe County to serve the animal services needs within Washoe County, Nevada, as described in NRS 243.0430 and the incorporated Cities of Reno and Sparks. NHS need not restrict its services to the service area described in the previous sentence.

3.5 OUT-OF-AREA SURRENDERS The County may accept out-of-area surrendered animals in accordance with its Policy. NHS shall operate at the Regional Center in accordance with its own policies and procedures regarding out-of area surrenders.

3.6 EUTHANASIA County and NHS shall develop individual SOP and guidelines for the euthanasia of animals at the Regional Center. Each Party shall retain the right to perform

euthanasia upon animals under such Party's control in its sole discretion as necessary for the best interest of such Party and the welfare of the animal.

3.7 ANIMAL DISPOSAL The Parties agree to allocate all costs related to the disposal of animals pro rata in accordance with the provisions of the Lease. The Parties retain the discretion and ability to develop any other disposal services that are available in the community if in the opinion of the Parties such services are necessary. SOP and guidelines relating thereto shall be developed by the Parties. If either Party uses other disposal services, the cost for that service shall be paid by the Party requiring the service.

3.8 AFTER-HOUR DROP-OFF BOXES The County agrees to operate AFTER-HOUR drop-off boxes in accordance with its own guidelines and procedures.

3.9 LIVESTOCK The Parties agree to continue handling livestock in accordance with Nevada Revised Statutes, Nevada Department of Agriculture regulations, and present practices.

3.10 RESCUE GROUPS/RELEASING AGENCIES In performing their respective obligations hereunder, NHS and the County agree to deal with only Rescue Groups or Releasing Agencies that are Organizations within the definition in Section 2.9.

3.11 HOLD HARMLESS Each Party shall be responsible for any liability that may arise due to euthanizing and/or disposal of animals under its care and custody, and shall hold the other Party harmless in connection with any such liability.

3.12 POUND SEIZURES Both Parties agree not to allow Pound Seizures. Releasing animals otherwise scheduled to be euthanized for the purpose of euthanasia technician training and for use by the State of Nevada Board of Veterinary Medical Examiners or for the use of education is permitted. SOPs and guidelines shall be developed accordingly by agreement of the Parties.

ARTICLE 4 COMPENSATION

4.1 Compensation for Services NHS is entitled to collect fees from the public based upon NHS's schedule of fees for services.

4.2 Compensation for Additional Services If County requests NHS to perform services in addition to the Services, the cost of and compensation for such additional services shall be determined prior to commencing additional work. A County representative must authorize all additional services and compensation in writing prior to the services being rendered.

4.2.1 Compensation for Veterinary Services Professional veterinary services available through NHS and used by the County for the animals in County's care, custody and control shall be reimbursed to NHS in accordance with the schedule

of fees attached to this Agreement as Appendix A. Upon approval of this Agreement and the fee schedule adopted by the Board of County Commissioners of Washoe County, the designated representative shall have the authority to approve the use of and payment for veterinary services.

ARTICLE 5 STANDARD OF CARE

5.1 In the performance of their respective duties under this Agreement both Parties shall exercise the degree of care, skill and diligence ordinarily provided by professional animal services organizations under similar circumstances.

5.2 EVALUATION OF FACILITY NHS and the County agree to have their individual operation at the Regional Center evaluated by a qualified organization at a minimum of every five years. The cost incurred for the evaluation shall be paid by NHS and the County respectively. The Parties agree to share reports and to use reasonable efforts to correct material deficiencies identified in any such evaluation. Evaluations to commence in 2015.

ARTICLE 6 INDEPENDENT CONTRACTOR

NHS undertakes performance of the Services as an independent contractor and shall be wholly responsible for such performance. County shall have no right to control the methods used by NHS. County shall have the right to observe NHS's performance of the Services, upon reasonable prior notice. NHS shall work closely with County in performing Services under this Agreement.

ARTICLE 7 PERMITS AND LICENSES

NHS shall procure the permits, certificates and licenses necessary to allow NHS to perform the services.

ARTICLE 8 TERM; TERMINATION

8.1 Term. This Agreement shall be for a term equivalent to the term of the Lease, including the renewal provisions thereof and shall be evaluated annually by each party.

8.2 Termination for Cause. Following written notice thereof and the expiration of any applicable cure period (as provided in Article 9 below), either Party shall have the right to terminate this Agreement for cause if the other Party materially breaches this Agreement and such breach remains uncured.

8.3 Effect of Termination. If this Agreement expires or is terminated: (i) NHS shall immediately cease providing the Services and shall have no liability for doing so, (ii) County must immediately pay NHS any outstanding fees that County owes, but County shall not incur any additional fees, and (iii) all other rights and benefits of the Parties pursuant to the Lease Payment Agreement or the Lease, if any, shall terminate, in accordance with their terms; provided, however, that any remedies for breach of this Agreement, the Lease Payment Agreement or the Lease shall survive the termination of this Agreement.

ARTICLE 9 CURE TIME

If either Party should breach this Agreement or default in the performance of any duty hereunder, upon discovery of such breach, the aggrieved Party shall give prompt written notice thereof, reasonably describing such default, and the defaulting Party shall have a period of no less than 30 days from the date of receipt of said notice to cure. If the default is not capable of being cured within that 30-day period, then the defaulting Party shall have an additional time period not to exceed 30 days in which to cure, so long as the defaulting Party is diligently pursuing a cure of such default.

ARTICLE 10 MANDATORY ALTERNATIVE DISPUTE RESOLUTION PROVISION

10.1 Any claim arising out of this Agreement that is in an amount of \$50,000.00 or less shall be submitted to arbitration in accordance with the provisions of this Article. Any claim that is in excess of \$50,000.00 may be arbitrated if both Parties consent to the arbitration. If both Parties do not consent to arbitrate a claim in excess of \$50,000.00, then the Parties shall have the right to pursue or defend such claim in a court of competent jurisdiction.

10.2 In determining the amount of any claim, all subparts of a claim shall be counted as well as all claims arising out of or connected with the claim to be arbitrated. In addition, all claims, which exist at the time of filing a demand, must be included in that arbitration.

10.3 Any claims arising under this Agreement may be referred to a court of competent jurisdiction for the purpose of determining whether it fails to state a claim upon which relief may be granted or whether there are no factual issues and one Party is entitled to judgment as a matter of law. The submission to a court of competent jurisdiction pursuant to this Section may be at any time prior to, at, or after the filing of the demand for arbitration. In the event that the court's decision resolves the issue(s), then there will be no arbitration. In the event the court determines there are arbitable issue(s), they shall be arbitrated in accordance with this Article.

10.4 All claims submitted to arbitration in accordance with this Article shall be arbitrated in accordance with the then current Arbitration Rules of the American Arbitration Association, subject to the following:

10.4.1 The discovery rules of the Nevada Rules of Civil Procedure shall be followed by the Parties, excepting therefrom compliance with Rule 16.1. All discovery shall be completed no later than 90 days from the date the panel of arbitrators is fixed.

10.4.2 The arbitration panel shall convene a hearing within 30 days of the close of discovery.

10.4.3 The panel shall make its decision within thirty days of the close of the arbitration hearing. The panel's decision shall include findings of fact and conclusions of law. The majority of the panel decides any claim.

10.5 The agreement to arbitrate disputes as provided herein is subject to the provisions of Chapter 38 of the Nevada Revised Statutes (Mediation and Arbitration).

10.6 Notice of a demand for arbitration shall be filed in writing with the other Party to this Agreement. The demand shall be made within reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

10.7 All time periods hereunder may be extended by the mutual written consent of the Parties.

10.8 Notwithstanding the provisions of this Article, if the Parties both agree, a claim may be submitted to mediation in accordance with this Section. The mediation shall be in accordance with the Mediation Rules of the American Arbitration Association currently in effect or as the Parties may otherwise agree. Notice of a request for mediation shall be filed in writing with the other Party to this Agreement and with the American Arbitration Association, if applicable. A request for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based upon such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

ARTICLE 11 INDEMNIFICATION

11.1 Each Party agrees to be responsible for any liability or loss that may be incurred as a result of any claim, demand, cost, or judgment made against that Party arising from any negligent act or negligent failure to act by any of that Party's employees, agents, or servants in connection with the performance of obligations assumed pursuant to this Agreement.

11.2 Each Party further agrees to the extent allowed by law pursuant to Chapter 41 of NRS, to hold harmless, indemnify and defend the other from any and all claims, demands, actions, or causes of action by a third party, or any losses, liabilities or expenses resulting

therefrom, arising out of the negligent acts, errors or omissions on the part of the its employees, agents, or servants.

11.3 The indemnification obligation pursuant to this section is conditioned upon receipt of prompt written notice by the indemnifying Party of the indemnified Party's actual notice of any action or pending claim or cause of action. To the extent the indemnified Party elects to retain separate legal counsel to participate in any action, the indemnifying Party shall not be liable for any such attorney's fees and costs incurred by the indemnified Party.

ARTICLE 12 NONDISCLOSURE OF CONFIDENTIAL INFORMATION

To the extent permitted by state law the Parties shall safeguard all confidential information provided to each other and shall not publish or disclose it for any purpose other than the performance of the Services without the prior written authorization of the other Party or in response to legal process or as required by the regulations of public entities.

ARTICLE 13 NOTICE

Any notice, demand or request required by or made pursuant to this Agreement shall be deemed properly made if in writing and personally delivered, delivered by private courier, transmitted by confirmed facsimile (provided that an original is also sent in accordance with this Article) or deposited in the United States Mail, postage prepaid, to the address and phone numbers specified below (or to such address and phone numbers as may be specified in writing by such Party to the other):

To NHS:

Executive Director
Nevada Humane Society
2825 Longley Lane, Suite B
Reno, Nevada 89502
775-353-8999
775-353-8995 (fax)

To County:

Washoe County
Attn: County Manager
P.O. Box 11130
1001 East Ninth Street
Reno, NV 89520
775-328-2040
775-328-3699 (fax)

AND

Washoe County
Attn: Animal Services Director
P.O. Box 11130
2825 Longley Lane
Reno, NV 89502
775-353-8900
775-353-8905 (fax)

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of NHS and County.

ARTICLE 14 UNCONTROLLABLE FORCES

Neither County nor NHS shall be considered to be in default of this Agreement if delays in or failure of performance are due to uncontrollable forces the effects of which, by the exercise of reasonable diligence, the non-performing Party could not avoid and are not reasonably foreseeable at the time of entering into this Agreement. The term “uncontrollable forces” shall mean any event that results in the prevention or delay of performance by a Party of its obligations under this Agreement and that is beyond the control of the non-performing Party. It includes, but is not limited to, fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, strikes, work slowdowns or other labor disturbances, any judicial restraint, inability to procure permits, licenses, or authorizations from any state, local, or federal agency or person for any of the supplies, materials, accesses, or services required to be provided by either County or NHS under this Agreement.

Neither Party shall, however, be excused from performance if nonperformance is due to uncontrollable forces that are removable or remediable and that the non-performing Party could have with reasonable dispatch removed or remedied. The provisions of this Article shall not be interpreted or construed to require NHS or County to prevent, settle, or otherwise avoid a strike, work slowdown or other labor action. The non-performing Party shall, upon being prevented or delayed from performance by an uncontrollable force, immediately give written notice to the other Party in accordance with Article 13 hereof describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

ARTICLE 15 MISCELLANEOUS

15.1 Counterparts. This Agreement may be executed in counterparts.

15.2 Successors, Assigns and Assignment. This Agreement is binding upon and inures to the benefit of the permitted successors and assigns of the Parties. None of the Parties shall assign any of the rights or delegate any of the duties of this Agreement without the express written consent of the other Party.

15.3 Construction. The Parties and their professional advisors have prepared this Agreement jointly. The Parties and their respective advisors believe that this Agreement is the product of all of their efforts, that it expresses their agreement and that it should not be interpreted in favor or against either Party.

15.4 Governing Law. This Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of Nevada. The Parties agree that proper venue for any court action, if any is necessary, shall be in the district court of Washoe County.

15.5 Article and Section Headings. The article and section headings appearing in this Agreement are inserted for the purpose of convenience and ready reference. They do not purport to define, limit, or extend the scope or intent of the language of the articles and sections to which they pertain.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be duly executed on its behalf by an authorized representative.

WASHOE COUNTY

By: Marsha Berkbig
Chairman
Washoe County Commission

Dated this 10th day of March, 2015

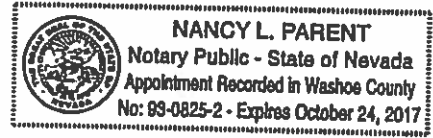
State of Nevada)
County of Washoe)

On this 10th day of March, 2015 before me a Notary Public in and for the County of Washoe, State of Nevada, personally appeared Marsha Berkbig, known to me (or proven with satisfactory evidence) to be the person(s) described herein and who executed the foregoing instrument and who acknowledged to me that she executed the same freely and voluntarily on behalf of County, for the uses and purposes therein mentioned.

Nancy L. Parent
Notary Public

NEVADA HUMANE SOCIETY

By: [Signature]
Executive Director



Dated this 6th day of Feb, 2015

State of Nevada)
County of Washoe)

On this 6th day of February, 2015 before me a Notary Public in and for the County of Washoe, State of Nevada, personally appeared Kevin Ryan, known to me (or proven with satisfactory evidence) to be the person(s) described herein and who executed the foregoing instrument and who acknowledged to me that she executed the same freely and voluntarily on behalf of the Nevada Humane Society, for the uses and purposes therein mentioned.

Carol A. Smith
Notary Public





**APPENDIX A
SCHEDULE OF VETERINARY SERVICES FEES**

**NEVADA HUMANE SOCIETY
SERVICES FEES**

DIAGNOSTIC FEES	\$45 PER HOUR
SUPPLIES/MEDS	AT COST
DOG SPAY	\$45
DOG NEUTER	\$40
CAT SPAY	\$35
CAT NEUTER	\$30
EUTHANASIA	\$25
MICROCHIP	\$12
DHLPPC/RABIES	\$10
FVLCP/RABIES	\$10
RABIES	\$10
BORDETELLA	\$10