

## **LABORATORY TESTING SERVICES JOINDER AGREEMENT**

This Laboratory Testing Service Joinder Agreement (“Agreement”) is made and entered into as of \_\_\_\_\_ (the “Effective date”) by the City of North Las Vegas, a Nevada municipal corporation (“City”) and National Medical Services, INC., a Pennsylvania corporation (“Provider”).

### **RECITALS**

WHEREAS, the City desires to obtain Laboratory testing services from Provider under the terms and conditions set forth in LABORATORY TESTING SERVICES CRIME LAB CMTS #27274 entered into between the City of Henderson and Provider effective July 20, 2023, with its attendant contract documents, attachments, and exhibits (collectively, the “Original Contract”), a copy of which is attached hereto as **Exhibit A**;

WHEREAS, NRS 332.195(1)(b) permits the City to enter into a contract pursuant to a solicitation by the State of Nevada with the authorization of the contracting Provider;

WHEREAS, Provider agrees to provide the services that the City seeks at the rates set forth under the Original Contract and in accordance with the Quote for Expert Services Professional Support, a copy of which is attached hereto as **Exhibit B**; and

WHEREAS, the City and the Provider intend to enter into an agreement using the terms, conditions and specifications of the Original Contract, unless otherwise amended as provided herein.

NOW THEREFORE, for the mutual promises contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency the parties acknowledge, the parties agree as follows:

### **SECTION ONE AFFIRMATION OF ORIGINAL CONTRACT**

1.1. The above recitals are incorporated herein.

1.2. The City and the Provider agree to use the Original Contract so that the City may purchase the services under the same terms and provisions as the Original Contract, provided that to the extent the terms of the Original Contract conflict with the terms of this Agreement, the terms of this Agreement shall govern and the conflicting terms of the Original Contract shall be considered null and void and not applicable to this Agreement.

1.2. As required pursuant to NRS 332.195, the Provider hereby authorizes and consents to the City using the terms, conditions and covenants of the Original Contract as the basis for this Agreement.

1.3. Wherever the term City of Henderson appear in the Original Contract, the parties deem such terms to mean the “City” or “City of North Las Vegas.”

## **SECTION TWO ADDITIONAL PROVISIONS TO ORIGINAL CONTRACT**

The Parties agree to be bound by the following provisions:

2.1. The term of this Agreement shall commence on the Effective Date and will continue in effect for a period of three (3) year (“Term”), unless earlier terminated in accordance with the terms herein. The City shall purchase the Services according to the prices and fees described in Exhibit A (The “Original Contract”) in an amount not to exceed Two Hundred Thousand Dollars and 00/100 (\$200,000.00) per fiscal year. The total not-to-exceed amount of this Agreement is Six Hundred Thousand Dollars and 00/100 (\$600,000.00). The prices in the Original Contract shall remain in effect for the duration of this Agreement. No additional compensation shall be paid, and no increase in the time of performance shall be awarded to the Provider for changes referenced in this Agreement without the prior written authorization of the City to proceed with such changes.

2.2. Payment to the Provider shall be made within thirty (30) calendar days after the City receives each invoice provided by the Provider to the City, provided that such invoice is complete, correct, and undisputed by the City, and that it contains the following information: a detailed description of the services and/or goods provided and any additional information requested by the City. Upon reconciliation of all errors, corrections, credits, and disputes, payment to the Provider will be paid in full within 30 calendar days. Invoices received without a valid purchase order number will be returned unpaid. The Provider shall submit the original invoice to:

City of North Las Vegas  
Attention: Accounts Payable  
2250 Las Vegas Blvd. North, Suite 710  
North Las Vegas, NV 89030

2.3. Notices. All notices, demands, requests, consents, approvals, and other instruments required or permitted to be given pursuant to this Agreement shall be in writing and signed by the notifying party, or officer, agent or attorney of the notifying party, and shall be deemed to have been effective upon delivery in writing if served personally, including but not limited to delivery by email, personal delivery, by overnight courier service, by facsimile or by overnight express mail, or upon posting if sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

To City:	City of North Las Vegas Attention: Maria Consengco 2250 Las Vegas Blvd., North, Suite 820 North Las Vegas, NV 89030 Phone: 702-633- 1463
----------	--

To Provider: National Medical Services, INC.  
Attention: Gregory Schuh  
200 Welsh Road  
Horsham, Pennsylvania 19044  
Phone: 215-657-4900  
Email: nms@nmslab.com

2.4. The address to which any notice, demand or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided.

2.5. The Provider agrees that it has procured and maintained the general liability insurance and all other insurance required pursuant to the Original Contract, including general liability insurance with no less than \$1,000,000 policy limits per occurrence. The Provider shall provide a Certificate of Insurance to the City indicating that the Provider has included the City, its officers, officials, agents, employees, and volunteers as additional insureds.

2.6. The Provider shall defend, indemnify, and hold harmless the City, and its officers, officials, agents, employees, and volunteers from any liabilities, claims, damages, losses, expenses, proceedings, actions, judgments, reasonable attorneys' fees, and court costs which the City suffers or its officers, officials, agents, employees, or volunteers suffer, as a result of, or arising out of, the negligent or intentional acts or omissions of the Provider, its subcontractors, agents, and employees, in performance of this Agreement until such time as the applicable statutes of limitation expire. This section survives default, expiration, or termination of this Agreement or excuse of performance.

## 2.7. Safety

2.7.1. Obligation to Comply with Applicable Safety Rules and Standards. Provider shall ensure that it is familiar with all applicable safety and health standards promulgated by state and federal governmental authorities including, but not limited to, all applicable requirements of the Occupational Safety and Health Act of 1970, including all applicable standards published in 29 C.F.R. parts 1910, and 1926 and applicable occupational safety and health standards promulgated under the state of Nevada. Provider further recognizes that, while Provider is performing any work on behalf the City, under the terms of this Agreement, Provider agrees that it has the sole and exclusive responsibility to assure that its employees and the employees of its subcontractors comply at all times with all applicable safety and health standards as above-described and all applicable City safety and health rules.

2.7.2. Safety Equipment. Provider will supply all of its employees and subcontractors with the appropriate Safety equipment required for performing functions at the City facilities.

///

///

## 2.8. Miscellaneous.

2.8.1. Nevada and City Law. The laws of the State of Nevada and the North Las Vegas Municipal Code govern the validity, construction, performance and effect of this Agreement, without regard to conflicts of law.

2.8.2. Assignment. Any attempt to assign this Agreement by Provider without the prior written consent of the City shall be void. Any attempt to assign this Agreement by the City without the prior written consent of the Provider shall be void.

2.8.3. Non-Waiver. The failure to enforce or the delay in enforcement of any provision of this Agreement by a party hereto shall in no way be construed to be a waiver of such provision or right unless such party expressly waives such provision or right in writing.

2.8.4. Attorney's Fees. In the event any action is commenced by either party against the other in connection with this Agreement, the prevailing party shall be entitled to its costs and expenses, including reasonable attorneys' fees, as determined by the court, including without limitation, fees for the services of the City Attorney's Office. This Section 2.8.4. shall survive the completion of this Agreement until the applicable statutes of limitation expire.

2.8.5. Time of Essence. Time is of the essence in the performance of this Agreement and all terms, provisions, covenants and conditions hereof.

2.8.6. Effect of Agreement Termination. In the event this Agreement is terminated, all rights and obligations of the parties hereunder shall cease, other than indemnity obligations and matters that by their terms survive the termination hereof.

2.8.7. Fiscal Funding Out. The City reasonably believes that sufficient funds can be obtained to make all payments during the term of this Agreement. Pursuant to NRS Chapter 354, if the City does not allocate funds to continue the function performed by the Provider under this Agreement, this Agreement will be terminated when appropriate funds expire.

2.8.8. Public Record. Pursuant to NRS 239.010 and other applicable legal authority, each and every document provided to the City may be a "Public Record" open to inspection and copying by any person, except for those documents otherwise declared by law to be confidential. The City shall not be liable in any way to the Provider for the disclosure of any public record, including but not limited to documents provided to the City by the Provider. In the event the City is required to defend an action with regard to a public records request for documents submitted by the Provider, the Provider agrees to indemnify, hold harmless, and defend the City from all damages, costs, and expenses, including court costs and reasonable attorney's fees related to such public records request. This section shall survive the expiration or early termination of the Agreement.

2.8.9. Electronic Signatures. For purposes of this Agreement, the use of facsimile, email or other electronic medium shall have the same force and effect as original signatures.

2.8.10. Federal Funding. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, in receipt of a notice of proposed debarment 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.

2.8.11. Boycott of Israel. Pursuant to NRS 332.065(4), Provider certifies that the Provider is not currently engaged in a boycott of Israel, and Provider agrees not to engage in a boycott of Israel during the Term.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first above written.

City of North Las Vegas,  
a Nevada municipal corporation

National Medical Services, INC,  
a Pennsylvania corporation

By: \_\_\_\_\_  
Pamela A. Goynes-Brown, Mayor

By:  \_\_\_\_\_  
Title: President & CEO  
Name: Dan Monahan

Attest:

By: \_\_\_\_\_  
Jackie Rodgers, City Clerk

Approved as to Form:

By: \_\_\_\_\_  
Micaela Rustia Moore, City Attorney

EXHIBIT A

Contract Number CMTS#27274

Please see attached page(s).

**AGREEMENT  
LABORATORY TESTING SERVICES  
CRIME LAB  
CMTS #27274**

This agreement ("Agreement") is made and entered into by and between the City of Henderson, a municipal corporation and political subdivision of the State of Nevada ("CITY") and National Medical Services, Inc., a Pennsylvania corporation ("CONSULTANT").

**RECITALS**

**WHEREAS**, the CITY requires laboratory testing services to help mitigate the CITY's Crime Lab backlog, as more particularly described in Exhibit A (the "Services" or "Scope of Services"); and

**WHEREAS**, the CITY has selected the CONSULTANT in accordance with Nevada Revised Statutes ("NRS") Chapter 332, Chapter 338, Chapter 623, and/or Chapter 625, as applicable; and

**WHEREAS**, the CONSULTANT represents that it has the experience, knowledge, labor, and skill to perform the Services; and

**NOW, THEREFORE**, in consideration of the above recitals, mutual covenants, and terms and conditions contained herein, the parties agree as follows:

**AGREEMENT**

**SECTION 1. DESCRIPTION OF SERVICES**

- (a) The CONSULTANT shall perform the Services in accordance with the terms and conditions set forth herein. The CONSULTANT shall be solely responsible for the means, methods, and procedures of performing the Services.
- (b) The CITY and the CONSULTANT recognize the Services may require modification due to unforeseen events that may be encountered. Therefore, an amendment to this Agreement may be prepared, negotiated, and executed by the parties in accordance with the terms of this Agreement if there has been or is to be a significant change, including but not limited to:
  - (1) Scope, complexity, or character of the Services to be performed;
  - (2) Conditions under which the Services are required to be performed, such as a change in applicable standards or a change in available base data that would require significant additional work to successfully complete the Agreement; or
  - (3) Duration of work if the time period for completion of the Services warrants such adjustment.

Any modification required by the CITY that results in a change in the Services will also be specified in an amendment to this Agreement which will set forth the nature, scope, and payment therefore.

## **SECTION 2. COMPENSATION AND MANNER OF PAYMENT**

- (a) The CITY agrees to pay the CONSULTANT for the Services based on the fees/rates outlined in Exhibit A, a not-to-exceed sum of Two Hundred Thousand Dollars (\$200,000.00), which sum includes all fees for time and labor for salaries, overhead, materials, equipment, licenses, direct non-salary expenses incurred by the CONSULTANT, and actual approved subconsultant costs.

Direct expenses incurred by the CONSULTANT for the Services must be estimated and included in the total not-to-exceed amount set forth above. The CONSULTANT will not be reimbursed for items identified as direct non-salary expenses that are customarily part of the CONSULTANT's overhead.

It is expressly understood that all Services must be completed by the CONSULTANT, and it is the CONSULTANT's responsibility to ensure that hours and tasks are properly budgeted so that all Services are completed for the total not-to-exceed amount set forth above.

The CONSULTANT, as a prerequisite to the obligation on the part of the CITY for payment of fees provided herein, must submit monthly invoices describing the Services performed during the preceding month. The CITY shall pay the CONSULTANT all undisputed amounts within thirty (30) days of the CITY's receipt and approval of properly submitted invoice(s). All invoices shall reference the CITY's applicable purchase order number. The CITY may offset any such payment to reflect amounts owing from the CONSULTANT to the CITY pursuant to this Agreement.

- (b) The CITY will not reimburse the CONSULTANT for any travel expenses other than those pre-approved travel expenses, if any, that are set forth in the Scope of Services and include a cost estimate. The CONSULTANT must obtain prior written approval from the CITY concerning the number of employees to be sent by the CONSULTANT each time travel is required in performing this Agreement. The CITY will reimburse the CONSULTANT for travel expenses paid or incurred on its behalf as follows:
- (1) Meals, incidentals and lodging reimbursements must not exceed rates established by the U.S. General Services Administration (GSA) for the primary destination. For current rates, refer to: [http:// www.gsa.gov/perdiem](http://www.gsa.gov/perdiem). GSA rates vary by location, and for some locations, by time of year. If a city/county is not listed, then the GSA standard rate for continental U.S. applies. Reimbursement for lodging taxes is in addition to this rate but only up to the lodging taxes applicable based on the GSA rate.
  - (2) Travel to the CITY in performing this Agreement where overnight lodging is necessary must be arranged at hotels located within the City of Henderson, Nevada.



- (3) Air travel costs will be limited to coach or economy class only; original receipts are required.
- (4) Mileage will be limited to direct routes and reimbursed at IRS standard business rates. Other ground transportation (e.g., taxi, shuttle, bus, rental car) are at actual costs; original receipts required. Rental car reimbursement is limited to midsize sedan or equivalent; original receipts are required.

Original receipts are required as stated herein and no reimbursement will be allowed for costs not directly related to the furtherance of the CONSULTANT's business under this Agreement with the CITY.

### **SECTION 3. TIME OF PERFORMANCE**

- (a) This Agreement shall be effective on the Effective Date (defined below) and will continue to be in effect until, and all Services shall be completed by, December 31, 2024 ("Initial Term"), unless terminated earlier in accordance with the terms herein. The "Effective Date" is the later of the date of Henderson City Council action (if required and as reflected on the signature page) or the date of full execution of this Agreement, as reflected on the signature page or recorded through DocuSign. The CITY may unilaterally extend this Agreement for up to one (1) additional one-year period upon written notice to the CONSULTANT (each, an "Extension Term" and together with the Initial Term, the "Term").

The CONSULTANT shall not commence the Services until after the CITY sends the CONSULTANT written authorization to begin work.

The CITY has the right to extend this Agreement for an additional ninety (90) days from its expiration for any reason.

- (b) Neither the completion of the Services nor any earlier termination of this Agreement shall impact any replacement or re-performance of a Nonconforming Service, representations, indemnities, insurance requirements, confidentiality obligations, termination obligations or other obligations which by their own terms are intended to survive the completion of the Services, all of which shall continue in full force and effect after the Term.

### **SECTION 4. SUSPENSION OF SERVICES**

The CITY may suspend performance by the CONSULTANT under this Agreement for such period of time as the CITY, at its sole discretion, may prescribe by providing written notice to the CONSULTANT at least ten (10) days prior to the date on which the CITY wishes to suspend. The CONSULTANT shall not perform further work under this Agreement after the effective date of suspension until receipt of written notice from the CITY to resume performance, and the time period for the CONSULTANT's performance of the Services shall be extended by the amount of time such performance was suspended. If the CITY delivers notice of its intent to suspend services under this Agreement, the CONSULTANT shall suspend performance of the Services on a schedule acceptable to the CITY. If suspension is for the CITY's convenience, the CITY shall pay the CONSULTANT for all the Services performed and an equitable amount for incremental costs incurred by the CONSULTANT as a result of the suspension; provided,

however, that if the suspension is due to the CONSULTANT's failure to comply with this Agreement, no such payment shall be made.

## **SECTION 5. TERMINATION FOR CONVENIENCE**

The CITY may terminate this Agreement in whole or in part at any time without cause prior to completion of the Services or the Term by sending to the CONSULTANT written notice of such termination. Upon such termination, the CITY shall pay to the CONSULTANT, in full satisfaction and discharge of all liabilities and obligations owed the CONSULTANT, an equitable amount for all Services satisfactorily performed by the CONSULTANT as of the date of termination plus the actual cost for any charges incurred by the CONSULTANT that cannot be canceled or reasonably mitigated. In that notice, the CITY shall specify whether it is terminating this Agreement in whole or in part and the effective date of Agreement termination. The CITY shall not be liable for anticipated profits based upon Services not yet performed.

## **SECTION 6. TERMINATION FOR CAUSE**

- (a) The occurrence of any of the following events constitutes a default by the CONSULTANT (an "Event of Default"):
- (1) A breach by the CONSULTANT of any material term, condition, or covenant contained herein, if such breach continues uncured for a period of ten (10) days after receipt of written notice from the CITY, unless such breach cannot by its nature be remedied within such period in which event the CONSULTANT shall provide evidence reasonably satisfactory to the CITY within ten (10) days after receipt of such notice that the cure of such breach has commenced and the CONSULTANT thereafter makes reasonable and continuous progress to that end. For purposes of this Agreement, such a breach by the CONSULTANT shall be deemed to include, without limitation, the CONSULTANT's refusal or neglect to supply sufficient and properly skilled labor or subconsultants, the CONSULTANT's refusal or neglect to perform the Services in accordance with applicable standards, or the CONSULTANT's failure in any respect to prosecute the Services or any part thereof with promptness, diligence and in accordance with all of the material provisions hereof; or
  - (2) CITY's determination that any representation, statement or covenant made by the CONSULTANT in this Agreement, or in any other statement, report or document that the CONSULTANT is required to furnish to the CITY, was false or misleading in any material respect; or
  - (3) The occurrence of any of the following: (a) the filing by or against the CONSULTANT of a proceeding under any bankruptcy or similar Law (defined below), unless such proceeding is dismissed within thirty (30) days from the date of filing; (b) the making by the CONSULTANT of any assignment for the benefit of creditors; (c) the filing by or against the CONSULTANT for a proceeding for dissolution or liquidation, unless such proceeding is dismissed within thirty (30) days from the date of filing; (d) the appointment of or the application for the appointment of a receiver, trustee or custodian for any material part of the CONSULTANT's assets unless such appointment is revoked or dismissed within

thirty (30) days from the date thereof; (e) the attempt by the CONSULTANT to make any adjustment, settlement or extension of its debts with its creditors generally; (f) the insolvency of the CONSULTANT; or (g) the filing or recording of a notice of lien or the issuance or the obtaining of a levy of execution upon or against a material portion of the CONSULTANT's assets, unless such lien or levy of execution is dissolved within thirty (30) calendar days from the date thereof; or

- (4) The CONSULTANT, in the reasonable opinion of the CITY, has experienced a material adverse change in the CONSULTANT's financial condition or the CONSULTANT's ability to fulfill its obligations under this Agreement.
- (b) Upon the occurrence of any Event of Default, following the giving of any notice and the expiration of any cure period expressly provided in Subsection (a)(1) above, the CITY shall be entitled upon written notice to the CONSULTANT – without notice to the CONSULTANT's sureties and without limiting any of the CITY's other rights or remedies – to terminate this Agreement or to terminate the CONSULTANT's right to proceed with that portion of the Services affected by any such default.
- (c) Upon receipt of any such written notice of termination of the entire Agreement or of any right to proceed with any portion of the Services following the applicable process described in this Section, the CONSULTANT shall, at its expense, assess the status of any deliverables still due, preserve any Services performed, and deliver to the CITY any partially-completed Services performed by the CONSULTANT and any subconsultant, including without limitation documentation, software source media, flow charts, documents and other deliverables.
- (d) In the event of such termination, the CITY may finish the Services by whatever method the CITY may deem expedient including: (1) the CITY may hire a replacement consultant(s) to complete the remaining Services that the CONSULTANT was otherwise obligated to complete under the Agreement using such form of agreement as the CITY may deem advisable; or (2) the CITY may itself provide any labor or materials to complete the Services.
- (e) In the event of such a termination, the CITY may suspend all payments otherwise due to the CONSULTANT hereunder and the CITY has no further obligation to pay the CONSULTANT for the Services, except for payment of the reasonable value for all Services satisfactorily performed to the date of termination. However, the CITY is not obligated to make any such payment until after all Services are completed to the CITY's satisfaction.
- (f) If the CITY terminates this Agreement and finishes the Services pursuant to Subsection (d) above and the total cost of completing the Services, including all payments made to the CONSULTANT, is less than the total amount budgeted for this Agreement by the CITY, then the CITY shall pay to the CONSULTANT, within thirty (30) days after the completion of the Services, the amount of any payment that would otherwise (*i.e.*, in the absence of the default) be due to the CONSULTANT for any Services performed by the CONSULTANT prior to termination. If the CITY terminates this Agreement and finishes the work pursuant to Subsection (d) above and the total cost of completing the Services, including all payments made to the CONSULTANT, is greater than the total amount

budgeted for this Agreement, then the CONSULTANT shall pay the amount by which the total cost of completing the Services exceeds the total amount budgeted to the CITY within thirty (30) days after CITY provides an invoice to the CONSULTANT.

- (g) All rights and remedies provided in this Section are cumulative, and are not exclusive of any other rights or remedies that may be available to the CITY, whether provided by Law, equity, in any other agreement between the parties or otherwise. Upon the occurrence of an Event of Default, following the applicable process described in this Section, the CITY shall be entitled to pursue any and all other rights and remedies, including without limitation damages, that the CITY may have against the CONSULTANT under this Agreement, at Law, in equity or pursuant to another agreement between the parties. "Law" means all applicable federal, state and local laws, statutes, ordinances, regulations, rules, codes, orders, policies, standards, guidelines or other governmental requirements, including the NRS, Nevada Administrative Code ("NAC"), and Henderson Municipal Code, as amended or that may be enacted or promulgated subsequently.
- (h) This Agreement may be terminated by the CONSULTANT in the event the CITY defaults in the due observance and performance of any material term, condition, or covenant contained herein and such default is not cured within thirty (30) days after the CONSULTANT delivers written notice of such default to the CITY, unless such breach cannot by its nature be remedied within such period in which event the CITY shall provide evidence reasonably satisfactory to the CONSULTANT within ten (10) days after receipt of such notice that the cure of such breach has commenced and the CITY thereafter makes reasonable and continuous progress to that end. For purposes of this Agreement, such a breach by the CITY shall be deemed to include, without limitation, failure to pay an invoice in accordance with the "COMPENSATION AND MANNER OF PAYMENT" Section.

## **SECTION 7. DELAYS**

- (a) Neither party shall be liable for delays caused by a Force Majeure Event; provided, however, that both parties agree to seek to mitigate the potential impact of any such delay. Any delay attributable to a Force Majeure Event shall not be the basis for a request for additional compensation, and the CITY shall not in any case be held liable or responsible to the CONSULTANT for any damage caused by such delay. In the event of any such delay, the required completion date may be extended for a reasonable period not exceeding the time actually lost by reason of the Force Majeure Event. A "Force Majeure Event" means a delay caused by fire, flood, storm, earthquake, strikes, labor disputes, war, acts of vandalism, destruction, public disobedience, terrorism, the action of civil or military authorities, or other events: (1) that are not reasonably foreseeable as of the Effective Date; (2) that are attributable to a cause beyond the control and without the fault or negligence of the party incurring such delay; and (3) the effects of which cannot be avoided or mitigated by the party claiming such delay through the use of commercially reasonable efforts; provided that economic hardship, including lack of money, downturn in the economy, or credit and changes in exchanges rates, does not constitute a Force Majeure Event.

- (b) If the CONSULTANT is actually delayed in its performance of the Services by the actions or omissions of the CITY (excluding the CITY's good faith exercise of rights and remedies provided under the Agreement or a Force Majeure Event), or by changes ordered with respect to the Services, and if the CONSULTANT is able to prove that it has used all reasonable means to avoid or minimize the effects of the delay, then the deadline to complete the Services shall be equitably adjusted to reflect the impacts of such CITY-caused delays. The CITY may, at its discretion, in lieu of granting an extension of time, require the CONSULTANT to regain the schedule whereby the CITY shall compensate the CONSULTANT for all additional, actual costs reasonably incurred thereby. No adjustment under this Subsection (b) shall be made for any delay to the extent that it is caused or contributed to by the CONSULTANT or performance would have otherwise been delayed by any other cause, including the errors, omissions, fault or negligence of the CONSULTANT.
- (c) If, at any time, the CITY determines the progress of completing the Services is not being performed in accordance with the agreed-upon schedule or reasonably believes CONSULTANT will not complete all Services before the Term expires, the CITY may direct the CONSULTANT to take corrective actions to ensure the timely and orderly prosecution of the Services, at no additional cost to the CITY.

## **SECTION 8. CORRECTION OF WORK**

If any deficiency, error, or omission in the Services, including any deliverable, is found or, in the CITY's opinion, fails to conform to the requirements in this Agreement, whether during or after the Term (each a "Nonconforming Service"), the CONSULTANT shall expeditiously and at no expense to the CITY, re-perform or replace the Nonconforming Service and make any necessary corrections so as to conform with the requirements herein. If the CONSULTANT fails to expeditiously make any replacement or re-performance as required herein, the CITY may conduct the necessary work at the CONSULTANT's expense, and the CONSULTANT shall reimburse the CITY for the cost of any replacement or re-performance performed by the CITY and a CITY contractor. If a Nonconforming Service is used or otherwise relied upon by the CITY or a CITY contractor and any other work is performed, the CONSULTANT shall reimburse the CITY for all costs incurred by the CITY to have that work re-performed and replaced so that such work uses Services that conform with the requirements in this Agreement. The CONSULTANT shall reimburse the CITY by paying the amount invoiced by the CITY within thirty (30) days after the CITY provides an invoice(s) to the CONSULTANT. This Section survives default, expiration, or termination of this Agreement or excuse of performance.

## **SECTION 9. STANDARD OF CARE**

The CONSULTANT covenants that all Services performed, including deliverables supplied, shall conform to the specifications, drawings, samples, and other descriptions set forth in this Agreement, shall be performed in a manner consistent with the level of care and skill ordinarily exercised by members of CONSULTANT's profession and in accordance with generally accepted industry standards prevailing at the time the Services are performed and deliverables supplied, and do not infringe the intellectual property rights of a third party. The foregoing covenants are not intended as a limitation, but are in addition to all other express covenants set forth in this Agreement and such other warranties as are implied by Law, custom, and usage of trade.

## **SECTION 10. OWNERSHIP OF DOCUMENTS**

All materials, drawings, specifications, reports or other documents given, prepared, or assembled by the CONSULTANT, which are related to the performance of this Agreement, are deemed to be the property of the CITY when prepared, whether delivered to the CITY or not, and shall, together with any materials furnished to the CONSULTANT and its personnel by the CITY hereunder, be delivered to the CITY upon request, and, in any event, upon termination or final acceptance of the Services. The CONSULTANT agrees that all such work prepared by it, or its employees, agents or subconsultants of any tier, or their employees, under this Agreement which is subject to protection under copyright Laws constitutes "work made for hire," all copyrights to which belong to the CITY. In any event, the CONSULTANT assigns to the CITY all intellectual property rights in such work whether by way of copyright, trade secret or otherwise, and whether or not subject to protection by copyright Laws. The CONSULTANT shall retain all rights to its preexisting standard details, specifications, computer software or other intellectual property. Such preexisting materials are hereby licensed to the CITY, through a fully paid, worldwide, royalty-free, non-exclusive and perpetual license, for (a) the CITY's own use for the Services that are the subject of this Agreement to the fullest extent necessary to accomplish the purposes of this Agreement and (b) any future use, replacement, or correction of the Services. However, the CONSULTANT may keep copies of these documents for its files, subject to the "CONFIDENTIALITY" Section. If CONSULTANT or a subconsultant labels a document owned by the CITY as the CONSULTANT's (or a subconsultant's) proprietary or confidential document, such label shall be deemed void. This Section survives default, expiration, or termination of this Agreement or excuse of performance.

## **SECTION 11. INSURANCE**

- (a) The CONSULTANT, upon request, shall furnish the CITY within ten (10) business days with a Certificate of Insurance, endorsed to include the CITY as "Additional Insured" on the commercial general liability and automotive policies, signed by an authorized representative, as well as any endorsements affecting the coverage required by this clause. All deductibles and self-insured retentions(s) shall be fully disclosed in the Certificates of Insurance.

All insurance coverage required herein must be written by a company with a current A.M. Best's rating of not less than A:VII.

Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the CITY.

The CONSULTANT shall include all subconsultants as insured under its policies or shall furnish separate certificates or endorsements for each subconsultant. All coverage for subconsultants shall be subject to all above requirements.

The CONSULTANT and each subconsultant, at its own cost, shall maintain in full force and effect throughout the term of this Agreement the following insurance coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

- (1) Commercial General Liability: This policy shall include bodily injury, property damage and broad form contractual liability coverage:

Each Occurrence:	\$1,000,000
Personal and Advertising Injury:	\$1,000,000
General Aggregate:	\$2,000,000

- (2) Automotive Liability: This policy shall provide coverage for bodily injury and property damage for any owned, hired, leased, borrowed, and non-owned vehicles used in the performance of this Agreement:

Combined single limit (CSL):	\$1,000,000
------------------------------	-------------

- (3) Professional Liability Insurance (Errors and Omissions): This policy shall include coverage for the activities and any errors or omissions of CONSULTANT's professional staff, including those positions identified in any of the exhibits to this Agreement, in connection with the Services and any other work performed by CONSULTANT in connection with this Agreement. These are minimum limits and could be increased to be commensurate with the Services:

Each Claim:	\$1,000,000
Annual Aggregate:	\$2,000,000

If the Professional Liability insurance required by this Agreement is written on a claims-made basis, CONSULTANT warrants and shall ensure that any retroactive date under that policy shall precede the Effective Date and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time the Services are completed and accepted by CITY.

- (4) Workers' Compensation and Employer's Liability: The policy shall contain a waiver of subrogation against the CITY.

Workers' Compensation:	Statutory
------------------------	-----------

Employers' Liability:	
Each Accident:	\$1,000,000
Disease/Employee:	\$1,000,000
Disease/Policy Limit:	\$1,000,000

- (b) The commercial general liability and automotive liability policies are to contain, or be endorsed to contain, the following:

- (1) The CITY, its officers, officials, employees, agents, and volunteers are to be covered with respect to: liability arising out of activities performed by or on behalf of the CONSULTANT; products and completed operations of the CONSULTANT, premises occupied or used by the CONSULTANT (its officers, employees, agents, subconsultants). The coverage shall contain no special limitations on the scope of protection afforded to the CITY.

- (2) For any claims related to this Agreement, the CONSULTANT's coverage shall be primary and non-contributory with respect to all other available sources and with respect to the CITY, its officers, officials, employees, volunteers and agents.
- (3) The CONSULTANT's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (4) Should any of the described policies be canceled before the expiration date thereof, notice will be delivered in accordance with the policy provisions (pursuant to ISO ACORD Form 25, current revision), and in such event CONSULTANT shall promptly provide written notice to the CITY. If any of the insurance coverage required hereunder is canceled and not replaced, reduced or restricted, the CITY reserves the right to terminate this Agreement for cause without penalty or further obligation or liability to the CONSULTANT.

## **SECTION 12. INDEMNITY**

- (a) The CONSULTANT specifically and expressly agrees (at no cost to an Indemnitee) to indemnify, defend, and hold harmless the CITY and its officers, officials, employees, volunteers, and agents (individually, an "Indemnitee") from and against any and all claims, demands, suits, losses, judgments, expenses, fines, penalties, proceedings, costs and damages of every kind and description, including attorneys' fees and costs (each a "Claim") brought or made against or incurred by any of the Indemnitees caused by, resulting from or arising out of the negligence, errors, omissions, recklessness or intentional misconduct of the CONSULTANT or its employees, agents, representatives or subconsultants of any tier in the performance or nonperformance of the CONSULTANT's obligations under this Agreement or in any way related to this Agreement. The CONSULTANT's indemnity obligations under this Section shall include without limitation:
  - (1) Loss of or damage to any property of the CITY, the CONSULTANT or any third party or to the environment;
  - (2) Bodily injury to, or death of any person(s), including without limitation employees of the CITY, or of the CONSULTANT or its subconsultants of any tier;
  - (3) Claims or amounts arising out of or recovered under workers' compensation, unemployment compensation, or similar Laws or obligations applicable to employees of the CONSULTANT or its subconsultants of any tier;
  - (4) Claims arising from the failure of CONSULTANT or its subconsultants of any tier to comply with a Law; and
  - (5) Claims arising from the violation or infringement of any patent, copyright or uncopyrighted work.
- (b) The CITY must give the CONSULTANT notice of a Claim promptly after the CITY has actual knowledge thereof, provided that the CITY's failure to give such notice shall not



relieve the CONSULTANT of its obligations hereunder except to the extent that the CONSULTANT is materially damaged as a result of its failure to receive actual notice. If the CONSULTANT wishes to settle a Claim, any settlement must not impose any obligations or expense on the CITY, must fully resolve the Claim against the CITY, and must ensure that the CITY receives Services and Documents that are satisfactory to the CITY and functionally equivalent to those the CONSULTANT is obligated to deliver under this Agreement.

- (c) In case any Services or Documents (as defined below), or any combination thereof, constitutes or is alleged to constitute such an infringement or violation or infringement of any patent, copyright or uncopyrighted work and the use of any of the foregoing is enjoined, the CONSULTANT shall, at its expense and through mutual agreement between the CITY and the CONSULTANT, either procure for the CITY the right to continue using said Services and Documents, replace same with non-infringing Services and Documents, or modify the same so they become non-infringing, are satisfactory to the CITY and are functionally equivalent to those the CONSULTANT is obligated to deliver under this Agreement. "Document" means any material, drawing, specification, report or other document the CONSULTANT is obligated to deliver the CITY under this Agreement.
- (d) The CONSULTANT's indemnity obligations owing to Indemnitees under this Section are not limited by any applicable insurance coverage identified in the "INSURANCE" Section or by any limitation of liability provision. The CONSULTANT's indemnity obligations under this Agreement shall not extend to any liability caused by the sole negligence of any of the Indemnitees.
- (e) For purposes of the CITY's enforcement of an indemnity obligation only, the CONSULTANT specifically and expressly waives any immunity under workers' compensation Laws or other employee benefits acts of any state or jurisdiction that conflicts with the CONSULTANT's indemnification obligations in this Agreement. The CONSULTANT acknowledges that this waiver was mutually negotiated by the parties herein.
- (f) The invalidity, in whole or in part, of any of the foregoing Subsections will not affect the remainder of such Subsections or any other Subsections in this Section.
- (g) This Section survives default, expiration, or termination of this Agreement or excuse of performance.

### **SECTION 13. INTELLECTUAL PROPERTY RIGHTS**

In performance of the Services and in connection with the provision of any deliverables, the CONSULTANT must not take any action that would violate or infringe any patent, copyright or uncopyrighted work. The CONSULTANT represents that (a) it has, and upon completion of the work required under this Agreement will have, all rights necessary with respect to the Services and deliverables (and each part thereof); and (b) the Services and deliverables (and each part thereof) do not and will not violate or infringe any patent, copyright or uncopyrighted work. To the extent the CITY does not own the intellectual property rights in the Services as required by the "OWNERSHIP OF DOCUMENTS" Section, the CONSULTANT grants to the CITY, must obtain and transfer to the CITY, and must cause any subconsultant to grant, obtain, and transfer to the

CITY perpetual, fully-paid, worldwide, royalty-free, unrestricted, non-revocable licenses to use, reproduce and modify all intellectual property provided by the CONSULTANT and any subconsultant to the CITY in connection with this Agreement, together with any warranties related thereto. This Section survives default, expiration, or termination of this Agreement or excuse of performance.


#### **SECTION 14. ASSIGNMENT**

The CONSULTANT shall not assign, transfer, convey or otherwise dispose of this Agreement or its right, title, or interest in or to the same, or any part thereof, without previous written consent of the CITY and any sureties, and any attempted assignment in violation hereof shall be void. Nothing contained herein shall be construed as creating any personal liability on the part of any CITY officer, official, employee, or agent.

#### **SECTION 15. WAIVER**

No consent or waiver, express or implied, by the CONSULTANT or the CITY of any breach or default by the other in the performance of any obligations under the Agreement shall be deemed or construed to be a consent or waiver to or of any other breach or default by such party. Failure on the part of the CONSULTANT or the CITY to complain of any act or failure to act of the other party or to declare that other party in default under this Agreement, irrespective of how long such failure continues, shall not constitute a waiver of the rights of that party and that party continues to have the right to enforce each and every provision of the Agreement. Inspection by, payment by, or tentative approval or acceptance by the CITY or the failure of the CITY to perform any inspection hereunder shall not constitute a final acceptance of the Services or any part thereof and shall not release the CONSULTANT of any of its obligations hereunder.

#### **SECTION 16. DESIGNATION OF REPRESENTATIVES**

- (a) Tanya Hiner, Criminalistics Administrator, is hereby designated as the CITY representative with respect to the Services. Said representative shall have complete authority to issue task orders, transmit instructions, receive information, and provide interpretations of CITY policies and decisions with respect to the Services.
- (b) The CONSULTANT hereby designates **Greg Schuh, Controller**  ~~Dan Monahan, CEO,~~ as its authorized representative and coordinator having responsible charge of all Services. Said representative or coordinator shall have complete authority to act on behalf of the CONSULTANT.
- (c) Either party may change its authorized representative by providing notice to the other party in accordance with the "NOTICES" Section.

#### **SECTION 17. CONSULTANT REPRESENTATIONS**

- (a) The CONSULTANT represents that it is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to complete this Agreement; that it is able to furnish the plant, tools, materials, supplies, equipment and labor; that it is

experienced in, qualified, and competent to perform the Services contemplated by this Agreement; and, that it is authorized to do business in the State of Nevada.

- (b) The CONSULTANT further represents that the CONSULTANT holds a license, permit or other special license to perform the Services included in this Agreement, as required by Law, or employs or works under the general supervision of the holder of such license, permit or special license.
- (c) The CONSULTANT represents that the person signing this Agreement on behalf of the CONSULTANT has all requisite authority to bind the CONSULTANT to the terms and conditions herein.
- (d) The CONSULTANT represents that CONSULTANT, and each of its Owners, managers, partners, officers, executive directors, and key employees, as applicable, has no Family Member who is a Public Servant. "Public Servant" has the meaning in HMC 2.40.020.A. "Family Member" means anyone living in the same home or dwelling, including the spouse or domestic partner of the Public Servant, or who is related to the Public Servant by blood, adoption, marriage or domestic partnership, within the third degree of consanguinity or affinity as defined in NAC 281A.310. An "Owner" means a person with an ownership interest of one percent (1%) or more in CONSULTANT.

#### **SECTION 18. CONSULTANT PERSONNEL**

- (a) The CONSULTANT shall employ in the performance of the Services only persons qualified for the same. The CONSULTANT shall at all times enforce strict discipline and good order among its personnel and the personnel of any subconsultant of any tier. In the performance of the Services, the CONSULTANT shall not permit or allow any CONSULTANT personnel to introduce or use any firearms, illegal drugs or intoxicating liquor upon any of the grounds occupied, controlled, or used by the CITY. The CONSULTANT shall be responsible for taking such disciplinary action with respect to its personnel as may be necessary. The CONSULTANT shall immediately remove from the work, whenever requested by the CITY, any person considered by the CITY to be incompetent, insubordinate, careless, disorderly, in violation of the requirements in Exhibit B, in violation of the above restriction on firearms, illegal drugs or intoxicating liquor, under the influence of illegal drugs or intoxicating liquor, or whose continued employment on the work is deemed by the CITY to be contrary to the public interest, and such person shall not again be employed in the performance of the Services without the written consent of the CITY.
- (b) The CONSULTANT's "Key Personnel" for this Agreement shall remain assigned to the Services by the CONSULTANT throughout the duration of this Agreement. The CONSULTANT shall not reassign any of the Key Personnel without the prior written authorization of the CITY. Additionally, in the event of termination or resignation of Key Personnel assigned to the Services, the CONSULTANT shall replace Key Personnel in a timely manner and in consultation with the CITY.

## **SECTION 19. INDEPENDENT CONTRACTOR**

The CONSULTANT is an independent contractor. Neither the CONSULTANT nor the CITY is, nor will they be deemed to be, for any purpose, the agent, representative or employee of the other by reason of this Agreement. Nothing in this Agreement or any agreement or subcontract by the CONSULTANT will create any contractual relationship between the CONSULTANT's employee, agent, or subconsultant and the CITY.

## **SECTION 20. COMPLIANCE WITH LAWS**

The CONSULTANT shall, in the performance of its obligations hereunder, comply with all Laws, including without limitation the Federal Occupational Health and Safety Act, Title VII of the Federal Civil Rights Act of 1964 *et seq.*, including the Equal Employment Opportunity Act of 1972; 42 U.S.C. § 1981, the Age Discrimination in Employment Act of 1967, as amended ("ADEA"), the Americans with Disabilities Act, and Nevada's Employment Practices Statutes (NRS 613.330 *et seq.*), as applicable. The CONSULTANT shall not discriminate against any person on the grounds of race, color, creed, religion, sex, sexual orientation, gender identity or gender expression, age, disability, national origin or any other status protected under Law. If the CITY enters into this Agreement pursuant to NRS 332.065, then by signing this Agreement the CONSULTANT provides a written certification that the CONSULTANT is not currently engaged in, and during the Term shall not engage in, a Boycott of Israel. The term "Boycott of Israel" has the meaning ascribed to that term in NRS 332.065.5. The CONSULTANT shall be responsible for fines, penalties, and repayment of any State of Nevada or federal funds that may arise (including those that the CITY pays, becomes liable to pay, or becomes liable to repay) as a direct result of the CONSULTANT's non-compliance with this Section.

## **SECTION 21. SEVERABILITY**

If any provision of this Agreement shall be held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain valid and binding on the parties hereto. Any invalid or unenforceable provision will be deemed severed from this Agreement, and the balance of this Agreement will be construed and enforced as if it did not contain the particular invalid or unenforceable provision. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

## **SECTION 22. PROHIBITION AGAINST CONTINGENT FEES**

The CONSULTANT warrants that no person or entity has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee. For breach or violation of this warranty, the CITY shall have the right to terminate this Agreement for cause without penalty or further obligation or liability to the CONSULTANT or, in the CITY's discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage brokerage or contingent fee from the CONSULTANT.

## **SECTION 23. PUBLICITY**

Except with respect to internal business communications, communications with governmental agencies, or as required by Law, the CONSULTANT shall not use this Agreement nor its relationship with the CITY for purposes of or in any manner that intentionally gives rise to advertising or publicity without first consulting with and obtaining the prior written consent of the CITY.

## **SECTION 24. CONFIDENTIALITY**

- (a) By virtue of this Agreement, the CITY might provide Confidential Information (as defined below) to the CONSULTANT. The CONSULTANT shall (1) maintain the confidentiality of the CITY's Confidential Information and not disclose it to a third party, except as authorized by the CITY in writing, as required by Law, or as required by a court or other regulatory body or government agency of competent jurisdiction; (2) restrict disclosure of Confidential Information to personnel who have a reasonable basis for needing access to such information and who are bound by confidentiality obligations similar to those in this Agreement; (3) take necessary and appropriate precautions to guard the confidentiality of the Confidential Information, including informing its personnel who handle the Confidential Information that it is confidential and is not to be disclosed to others, but these precautions will be with the same degree of care that the CONSULTANT uses to protect its own Confidential Information and in no event less than a reasonable amount of care; (4) not use the Confidential Information, except to further the purposes of this Agreement or as may be required to report to the CONSULTANT's governing body, legal advisors, financial advisors, or regulators, and not sell the Confidential Information; (5) promptly notify the CITY upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Section; and (6) establish and maintain any additional physical, electronic and procedural controls and safeguards to protect the Protected Data (as defined below) from unwarranted disclosure as may be required for the CITY to comply with all Laws. The responsibilities under this Section shall continue during the Term and for five (5) years thereafter for Confidential Information that is not Protected Data or a trade secret under Law and for Protected Data and trade secrets shall continue for so long as such Confidential Information remains Protected Data or a trade secret under Law.
- (b) The CONSULTANT must also require subconsultants and vendors to comply with the requirements in this Section and shall include this confidentiality provision in its agreements with all subconsultants and vendors related to the Services.
- (c) "Confidential Information" means information that is disclosed by the CITY under this Agreement in oral, written, graphic, machine recognizable, and/or sample form, being clearly designated, labeled or marked as confidential or its equivalent. Confidential Information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by the CITY by submitting a written document to the CONSULTANT within thirty (30) days after such disclosure. That written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent. However, Confidential Information does NOT include any information that: (1) is or

becomes publicly known through no wrongful act of the CONSULTANT; (2) is already known to the CONSULTANT without restriction when it is disclosed; (3) is or becomes, rightfully and without breach of the Agreement, in the CONSULTANT's possession lawfully without any obligation restricting disclosure; (4) is independently developed by the CONSULTANT without breach of this Agreement; (5) is explicitly approved for release by written authorization of the CITY; or (6) required to be open to public inspection pursuant to NRS 239.010 and is not subject to an applicable exception or declared by Law to be confidential (as determined by the CITY in its sole and absolute discretion).

- (d) "Personal Information" means (1) any data or information accessible by the CONSULTANT as a result of its business relationship with the CITY that can be used to identify or locate a natural person, including but not limited to: name, address, telephone number, e-mail address, social security number, or driver's license number; (2) any other data, such as, but not limited to, identifiers, demographic or behavioral data, when such data is linked or has the capacity to be linked to a specific person; and (3) "personal information" as that term is defined in NRS 603A.040 or any comparable Nevada statutes, and any Nevada regulations promulgated under such state statutes. Personal Information includes any list, description or other grouping of individuals that is derived using any of the foregoing.
- (e) "Protected Data" means any Personal Information that is protected or covered by Law or a CITY policy. Protected Data will not be excluded from coverage under this Agreement merely because it is provided to the CONSULTANT in a manner that commingles the Protected Data with other data that is not Protected Data.
- (f) This Section survives default, expiration, or termination of this Agreement or excuse of performance.

## **SECTION 25. SUBCONSULTING AGREEMENTS**

- (a) The CONSULTANT agrees to include in all professional subconsulting agreements, in connection with performance of the terms and obligations imposed under this Agreement, the following:
  - (1) A provision that the CONSULTANT agrees to pay the subconsultant when paid for that portion of the work by the CITY, that no liability arises on the part of the CONSULTANT to the subconsultant for payment of the subcontracted work until payment has been made by the CITY, and that if the CITY has paid the CONSULTANT for said subcontracted work, then the subconsultant's only recourse is against the CONSULTANT and not against the CITY, either through the institution of legal or equitable action or the attachment of any lien.
  - (2) A provision that the subconsultant has no rights against the CITY and is not a CITY agent, representative or employee.
  - (3) A provision that the subconsultant agrees to be bound by all the terms and in this Agreement applicable to the CONSULTANT.
- (b) Further, Services specified by this Agreement may not be subcontracted by the CONSULTANT without prior written approval of the CITY. Approval by the CITY of the

CONSULTANT's request to subcontract, or acceptance of or payment for subcontracted work by the CITY, shall not in any way relieve the CONSULTANT of responsibility for the professional and technical accuracy and adequacy of the work. The CONSULTANT shall be and remain liable for all damages to the CITY caused by negligent performance or non-performance of Services under this Agreement by the CONSULTANT's subconsultant or its sub-subconsultant. The compensation due under the "COMPENSATION AND MANNER OF PAYMENT" Section will not be affected by the CITY's approval of the CONSULTANT's request to subcontract.

## **SECTION 26. VENUE**

All actions shall be initiated in the courts of Clark County, Nevada or the federal district court with jurisdiction over Clark County, Nevada. The CONSULTANT agrees that it shall not initiate an action against the CITY in any other jurisdiction. The CONSULTANT irrevocably agrees to submit to the exclusive jurisdiction of the courts located in Clark County, Nevada over any dispute or matter arising under or in connection with this Agreement.

## **SECTION 27. GOVERNING LAW**

This Agreement shall be governed by and construed and interpreted in accordance with the substantive and procedural laws of the State of Nevada, without giving effect to its choice or conflicts of law provisions.

## **SECTION 28. NOTICES**

- (a) All notices that are required under this Agreement shall be in writing and delivered by personal delivery, by a recognized courier, or by certified U.S. mail (postage prepaid, return receipt requested), and addressed to the receiving party at the address below:

CITY:

City of Henderson  
Police Department  
Attention: Tanya Hiner, Criminalistics Administrator  
P.O. Box 95050  
240 Water Street  
Henderson, Nevada 89009-5050

CONSULTANT:

National Medical Services, Inc.  
Attention: ~~Dan Monahan, CEO~~ **Greg Schuh, Controller** *JS*  
200 Welsh Road  
Horsham, Pennsylvania 19044

- (b) Such notice will be deemed to have been received by the party to whom it was addressed on the date of delivery if delivered personally, on the date officially recorded as delivered (or delivery refused) according to the record of delivery if delivered by courier, or three (3) days after mailing. Either party may change its contact information for purposes of the Agreement by giving written notice to the other party in the manner set forth above.

## **SECTION 29. MODIFICATION**

This Agreement may be modified or amended only by a written instrument signed by both the CITY and the CONSULTANT with the same formality as this Agreement.

## **SECTION 30. NO THIRD PARTY BENEFICIARIES**

This Agreement is intended only to benefit the parties hereto, their permitted successors and assigns, and Indemnitees. This Agreement shall not be deemed to be for the benefit of any entity or person that is not a party hereto, is a party's permitted successor or assign, or an Indemnitee and does not create any rights, benefits or causes of action for any other person, entity or member of the general public.

## **SECTION 31. ENTIRE AGREEMENT**

This Agreement constitutes the complete and exclusive statement of the agreement between the CITY and the CONSULTANT regarding the subject matter of this Agreement and supersedes all prior or contemporaneous agreements, promises, proposals, negotiations, and understandings, whether written or oral, relating to this subject matter.

## **SECTION 32. WAIVER OF CONSEQUENTIAL DAMAGES**

The CITY shall not be liable to the CONSULTANT, a subconsultant, or a third party for any consequential, indirect, exemplary or incidental damages, including, without limitation, damages based upon delay, loss of use, lost revenues, or lost profits. This Section survives default, expiration, or termination of this Agreement or excuse of performance.

## **SECTION 33. FISCAL FUNDING**

The CONSULTANT acknowledges that funding of this Agreement is dependent on budget appropriations set each fiscal year. Accordingly, if necessary funds to continue with the specified Services are not allocated by the CITY, this Agreement shall terminate at the expiration of the appropriated funds without further action by the CITY and without liability to the CONSULTANT, unless the CITY terminates this Agreement earlier.

## **SECTION 34. PUBLIC RECORDS**

- (a) The CITY is a governmental entity and subject to the public records Laws and regulations set forth in chapter 239 of the NRS and NAC. Therefore, the CITY's records are public records and are subject to inspection and copying by any person unless there is an applicable exception or the record is declared by Law to be confidential. The CONSULTANT is advised, and acknowledges, that the Agreement and documents provided in connection with this Agreement become a public record and, unless the information is declared by Law to be confidential or is otherwise excluded from the public records disclosure requirements, may be subject to inspection and copying.
- (b) If the CONSULTANT believes any information it submits should be considered confidential or proprietary in nature, or contains trade secrets (as defined in NRS 600A.030), the CONSULTANT shall **mark the page or pages that contain such information**



**“CONFIDENTIAL,”** shall provide a summary sheet identifying each and every page that contains information so marked, shall represent in writing on that sheet that protections exist under Law to preserve the integrity, confidentiality and security of the information, and shall specify with particularity the basis thereof. If the CONSULTANT fails to do all of the foregoing, such information shall be deemed to not be confidential.

- (c) If the CITY receives a public records request that applies to this Agreement (either specifically or otherwise), it will analyze the documents provided in connection with this Agreement to see if the information so marked may legally be withheld from inspection and copying. The CITY takes no responsibility and is not liable for release of (1) any information not so marked and summarized or (2) any information that is so marked and summarized in the event that the CITY determines in its sole and absolute discretion that the CITY must provide the information because an applicable exception does not apply or the information is not declared by Law to be confidential.

### **SECTION 35. RECORDS AND AUDITING**

- (a) The CONSULTANT shall maintain, and shall cause its subconsultants to maintain, accurate and complete books, documents, accounting records and other records pertaining to the Services for six (6) years from the date of the final payment under the Agreement (or longer as required by Law). In addition, the CONSULTANT shall maintain, and shall cause to be maintained, those records that relate to any dispute, litigation, or the settlement of claims arising out of the CONSULTANT's performance under the Services until six (6) years after the date of resolution of such dispute, litigation, or claim (or longer as required by Law). The CONSULTANT shall make such records available, and shall cause its subconsultants to make such records available, to the CITY and its representatives for inspection, audit, examination, reproduction, and copying at the CONSULTANT's offices at all reasonable times. However, if requested, the CONSULTANT shall furnish copies of said records at its expense, within seven (7) business days of the request. Such records shall include but not be limited to those books, documents and accounting records that represent the CONSULTANT's costs of delivering the Services, including those of any of its subconsultants. These rights also apply to any other governmental entity or agency participating in the funding of the Agreement, or any authorized agents thereof.
- (b) If the CONSULTANT believes any record it is required to furnish to CITY should be considered confidential or proprietary in nature, or contains trade secrets (as defined in NRS 600A.030), the CONSULTANT shall: provide CITY written notice in which CONSULTANT identifies each record that contains such confidential or proprietary information, represents in writing that protections exist under Law to preserve the integrity, confidentiality and security of the record, and shall specify with particularity the basis thereof; enter into a non-disclosure agreement acceptable to CITY; and, furnish the record to CITY, subject to that non-disclosure agreement.

### **SECTION 36. SAFETY REQUIREMENTS**

The CONSULTANT while performing any Services at a CITY work site shall (1) make itself aware of and adhere to, and cause each subconsultant to be aware of and adhere to, all CITY work-site regulations, including without limitation environmental protection, loss control, safety, and

security; and (2) comply with, and cause each subconsultant to comply with, all requirements in Exhibit B. The CITY, or its audit representatives, shall have the right at any reasonable time or times to examine, audit and copy the records and documents pertaining to such requirements, provided the CONSULTANT may redact personal information (*i.e.*, SSNs/birthdates) from such records.

### **SECTION 37. INTERPRETATION**

The language of this Agreement has been agreed to by both parties to express their mutual intent and no rule of strict construction shall be applied against either party hereto. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Preparation of this Agreement has been a joint effort of the CITY and the CONSULTANT and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

### **SECTION 38. CONFLICT OF INTEREST**

- (a) The CONSULTANT represents and warrants that as of the Effective Date it has no interest, and shall not have any interest, direct or indirect, that would conflict in any manner with the performance of work and Services required under this Agreement. If any conflict of interest should nevertheless arise after the Effective Date, the CONSULTANT shall promptly notify the CITY of the existence of such conflict of interest.
- (b) If the CONSULTANT becomes aware or otherwise believes that it is (or might be) employing a Family Member, the CONSULTANT will promptly provide the CITY written notice that identifies the name and title of the Family Member, that person's date of hire, and the name of the possibly-related Public Servant.
- (c) If a conflict of interest arises after the Effective Date or CONSULTANT employs a Family Member and any of the foregoing causes the CITY to violate an ethics Law, the CITY shall have the right to immediately terminate this Agreement for cause without penalty or further obligation or liability to the CONSULTANT.

### **SECTION 39. TIME OF ESSENCE**

Time is of the essence with respect to the CONSULTANT's obligations under this Agreement. The CITY recognizes that CONSULTANT's performance must conform to any standard of care applicable to CONSULTANT.

### **SECTION 40. REMEDIES**

All rights and remedies of the CITY and the CONSULTANT provided for in this Agreement will be cumulative and in addition to, and not in lieu of, any other remedies available to the CITY and the CONSULTANT at law, in equity, or otherwise.

### **SECTION 41. HEADINGS; EXHIBITS; CROSS REFERENCES**

The section titles contained in this Agreement are used solely for convenience and do not constitute a part of this Agreement, nor should they be used to aid in any manner in the

construction of this Agreement. All references in this Agreement to Sections, Subsections and Exhibits are to Sections, Subsections and Exhibits in this Agreement, unless otherwise specified. All Exhibits, and any attachments to an exhibit, are incorporated into and made a part of this Agreement. Unless the context otherwise requires, the singular includes the plural and the plural includes the singular and the neuter includes the feminine and masculine.

#### **SECTION 42. CONSTRUCTION OF THE WORD “INCLUDE” AND ITS DERIVATIVES**

When followed by an example, the words “include,” “includes,” and “including” are to be read as if they were followed by the phrase “without limitation.”

#### **SECTION 43. ORDER OF PRECEDENCE**

The parties shall attempt to construe the terms and conditions in the various documents comprising this Agreement, in a manner that avoids conflict or inconsistency and in a manner that is supplementary or complementary in nature rather than in conflict. If, however, a conflict or inconsistency between the terms and conditions of the documents cannot be so avoided through such efforts, the conflict shall be resolved in accordance with the following descending order of priority:

- (a) The main body of this Agreement
- (b) Exhibit A, Scope of Services
- (c) Exhibit B, Safety Requirements

#### **SECTION 44. PERFORMANCE OF ACTS ON BUSINESS DAYS**

Any reference in this Agreement to time of day refers to local time in Nevada. Unless specifically stated to the contrary, all references to days herein refer to calendar days. Any reference herein to a “business day” refers to a day that is not a Friday, Saturday, Sunday or legal holiday for State of Nevada or CITY governmental offices. If the final date for payment of any amount due or performance of any act required hereunder falls on a Friday, Saturday, Sunday or legal holiday, that payment may be made or act performed on the next business day.

#### **SECTION 45. COMMERCIALLY REASONABLE EFFORTS**

Reference in this Agreement to the “commercially reasonable efforts” of a party means that, with respect to a given goal, the efforts that a reasonable person in the position of that party would use so as to achieve that goal as expeditiously as possible.

#### **SECTION 46. COUNTERPARTS**

The CITY and the CONSULTANT may execute the Agreement in counterparts. Each of these counterparts, when signed and delivered, is deemed an original and, taken together, constitutes one and the same instrument.

#### **SECTION 47. ATTORNEYS’ FEES**

If the CONSULTANT is a “design professional” as that term is defined in NRS 338.010 and this Agreement is for the provision of Services in connection with a “public work” as that term is defined

in NRS 338.010.17, the prevailing party in an action to enforce this Agreement is entitled to reasonable attorneys' fees and costs.

#### **SECTION 48. RELIANCE ON DATA**

In performance of the Services, the CONSULTANT shall be responsible for any misunderstanding or incorrect information in connection with the Services excluding information provided by the CITY unless (a) such information could have been reasonably verified by CONSULTANT or (b) a reasonably prudent consultant would not have relied on such information.

#### **SECTION 49. ESTIMATES AND PROJECTIONS**

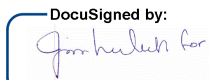
In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for potential projects, CONSULTANT has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Although CONSULTANT makes no warranty that the CITY's actual project costs, financial aspects, economic feasibility, or schedules will not vary from CONSULTANT's opinions, analyses, projections, or estimates for the foregoing reasons, CONSULTANT agrees to perform and provide such opinions of cost, financial analyses, economic feasibility projections, and schedules for potential projects consistent with the professional skill and care that would be exercised by those who perform similar services in the commercial marketplace and in accordance with accepted industry practice.

**[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the Effective Date.

Date of Council Action: July 11, 2023

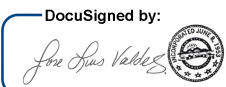
CITY OF HENDERSON  
CLARK COUNTY, NEVADA

DocuSigned by:  
  
E6132F58CD8B4AA  
RICHARD A. DERRICK  
City Manager/CEO


07/20/2023 | 7:51 AM PDT

Date


ATTEST:

DocuSigned by:  
  
D8624203140447E  
JOSE LUIS VALDEZ, CMC  
City Clerk

APPROVED AS TO FUNDING:

DocuSigned by:  
  
E9F7A0683CAC12A  
MARIA GAMBOA  
Director of Finance

APPROVED AS TO CONTENT:

DocuSigned by:  
  
4DA078981AD6425  
HOLLIE CHADWICK, PH.D  
Chief of Police

APPROVED AS TO FORM:

DocuSigned by:  
  
CE17BC61758B424  
NICHOLAS G. VASKOV  
City Attorney

DS  
  
CAO  
Review

NATIONAL MEDICAL SERVICES, INC.,  
A Pennsylvania corporation

  
DAN MONAHAN  
CEO

June 7, 2023

Date

**EXHIBIT A**

**SCOPE OF SERVICES**

Account Number(s): 40511

Price Code Number: HEND

Pricing Expiration Date: 12/31/2024

CONSULTANT is offering your organization the discounted pricing based upon the projected volumes listed in the table below:

Acode	Description	Current List Price	CITY Discount Price
0230B	Alcohol Panel, Blood (Forensic)	\$121.00	\$85.00
	Nevada DUID CSA (8150B plus LSD screen)		\$252.00
8150B	DUID/DRE Panel ProofPOSITIVE, Blood (Forensic)	\$315.00	\$236.00
8151B	DUID/DRE Panel (w/Alcohol) ProofPOSITIVE, Blood (Forensic)	\$334.00	\$267.00
8152B	DUID/DRE Expanded Drug Screen Add-On	\$139.00	\$125.00
0175B	Alcohol Panel, Blood	\$128.00	\$85.00
2541B	LSD Screen, Blood	\$88.00	\$80.00
RETURN	Specimen Return/Handling	\$60.00	\$48.00

All other testing ordered during this effective period will be billed at the fees referenced in the NMS Labs 2023 Fee Schedule. Prepaid Federal Express air bills will be provided for shipping samples to CONSULTANT for testing via Standard Overnight delivery service. All samples will then be retained for a period of three (3) months from the date of the final report. Samples will then be discarded after the retention period unless notified by your office in writing with alternate instructions regarding the disposition of the specimens.

Your account will be invoiced monthly for all services completed during the preceding month e.g. – the invoice for testing completed in July would be received in early August. CONSULTANT payment terms are net 30 days upon receipt of each invoice.

## **EXHIBIT B**

### **SAFETY REQUIREMENTS**

#### **General Safety**

Neither CITY nor its employees or agents shall be responsible for safety on the project site. It is the CONSULTANT's obligation to provide and assure for a safe place for the performance of the Services. The CONSULTANT shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The CONSULTANT shall comply with all Laws bearing on the safety of persons or property or their protection from damage, injury or loss. CONSULTANT shall ensure that each of its own employees are fully informed concerning all safety, health, and security regulations pertaining to the Services.

The CONSULTANT shall participate actively in the safety process by:

- Questioning any unsafe and/or unhealthy practice or condition.
- Reporting any unsafe conditions or practices discovered.
- Stopping any work activities believed to be an imminent danger.

#### **Badging/Access Control**

The CONSULTANT shall comply with CITY facility access control procedures, including any background check requirements or other access requirements that are applicable to the CONSULTANT's personnel performing Services at CITY facilities or having remote access to any CITY system, based on the CITY's policies and procedures in effect from time to time. If issued identification badges by the CITY, the CONSULTANT personnel shall wear them above the waist, identifying them as CONSULTANT employees. The CONSULTANT shall limit travel on CITY premises and facilities to that necessary for performing the Services.

#### **Consultant Employee Personal Behavior**

- Drugs and Alcohol: Are prohibited while on duty. Reporting to work under the influence of drugs or alcohol, or bringing drugs or alcohol onto CITY premises, is sufficient cause for exclusion from CITY property.
- Fighting, Horseplay and Practical jokes: On CITY premises are expressly forbidden.
- Harassment: Any sexual harassment or harassment because of race, color, religion, age, gender, disability, national origin, sexual preference, or any other basis made unlawful by any Law is strictly prohibited.
- Smoking: Is permitted only in areas so designated by posted signs.
- Hygiene: Good personal hygiene is to be maintained by each CONSULTANT employee(s) as a courtesy to CITY employees, and/or CITY customers they may encounter.

#### **Training**

The CONSULTANT shall be responsible for safety training of all personnel who will have access to the work areas to meet all state, federal, and local and CONSULTANT safety requirements. Training sessions in mutually accessible facilities shall be scheduled, operated, and maintained by the CONSULTANT throughout the term of the Agreement, if duration of the Services warrants.

#### **Subconsultants**

The CONSULTANT shall ensure that its subconsultants meet the same safety and health requirements and provide the same information to the CITY representative as required of the CONSULTANT.

### **Injuries/Illnesses**

The CONSULTANT shall report all work site accidents injuries, and occupational illnesses to the appropriate CITY representative as soon as possible. The CONSULTANT representative shall forward a copy of the First Notice of Injury or Occupational Disease, to the City of Henderson, Finance Department, Risk Management Division as soon as possible.

### **Accident/Incident Investigation**

CONSULTANT shall conduct incident investigations to:

- Prevent further possible injury and property damage.
- Collect facts about the incident
- Prevent recurrence

Root-cause analysis should be performed to determine the root cause of incidents. Incidents to include accidents/incidents, injuries, illnesses, and near misses, must be reported to the CITY representative as soon as possible. All accidents/incidents must be reported to the CITY representative as soon as possible. An initial written report must be completed within 24 hours or the next business day, whichever is earlier and submitted to the CITY representative.

### **Accountability**

Infractions of established safety rules, failure to follow safety instructions, actions that endanger anyone, disregard for CITY property or the property of others, failure to comply with posted signs or failure to take appropriate action where such action may be reasonably expected, are subject to disciplinary measures up to and including exclusion from contracting with the City of Henderson.



**Certificate Of Completion**

Envelope Id: 7634E48113CF478D9239BA731164D744

Status: Completed

Subject: Signature Needed-CMTS#27247 NMS Laboratory - Police Department

Source Envelope:

Document Pages: 26

Signatures: 5

Envelope Originator:

Certificate Pages: 3

Initials: 1

Carol Osip

AutoNav: Enabled

PO Box 95050

Envelopeld Stamping: Enabled

Henderson, NV 89009-5050

Time Zone: (UTC-08:00) Pacific Time (US &amp; Canada)

carol.osip@cityofhenderson.com

IP Address: 205.174.30.175

**Record Tracking**

Status: Original

Holder: Carol Osip

Location: DocuSign

6/19/2023 10:03:44 AM

carol.osip@cityofhenderson.com

**Signer Events**

Hollie Chadwick

Hollie.Chadwick@cityofhenderson.com

City of Henderson

Security Level: Email, Account Authentication  
(None)**Signature**

DocuSigned by:

*Hollie Chadwick*

4DA078981AD6425...

**Timestamp**

Sent: 7/12/2023 9:09:25 AM

Viewed: 7/12/2023 10:07:40 AM

Signed: 7/12/2023 10:09:38 AM

Signature Adoption: Pre-selected Style

Using IP Address: 166.137.163.63

Signed using mobile

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Maria Gamboa

maria.gamboa@cityofhenderson.com

Accounting Manager

City of Henderson

Security Level: Email, Account Authentication  
(None)

DocuSigned by:

*Maria Gamboa*

E9FAA0693CAC42A...

Sent: 7/12/2023 10:17:33 AM

Viewed: 7/13/2023 6:17:13 PM

Signed: 7/13/2023 6:17:32 PM

Signature Adoption: Pre-selected Style

Using IP Address: 205.174.31.250

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Michael Oh

michael.oh@cityofhenderson.com

Sr. Assistant City Attorney

City of Henderson

Security Level: Email, Account Authentication  
(None)

DS

*MJO*

Sent: 7/16/2023 5:44:57 PM

Viewed: 7/17/2023 9:28:02 AM

Signed: 7/17/2023 9:28:09 AM

Signature Adoption: Pre-selected Style

Using IP Address: 205.174.31.250

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Michael Oh for

Michael.Oh@cityofhenderson.com

Sr. Assistant City Attorney

City of Henderson

Security Level: Email, Account Authentication  
(None)

DocuSigned by:

*Michael Oh for*

CE17BC61758B424...

Sent: 7/17/2023 9:33:10 AM

Resent: 7/19/2023 9:45:46 AM

Viewed: 7/19/2023 9:47:36 AM

Signed: 7/19/2023 9:47:59 AM

Signature Adoption: Uploaded Signature Image

Using IP Address: 205.174.31.250

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Signer Events	Signature	Timestamp
Jim McIntosh for Jim.McIntosh@cityofhenderson.com Chief Financial Officer City of Henderson Security Level: Email, Account Authentication (None)	 Signature Adoption: Uploaded Signature Image Using IP Address: 205.174.30.152	Sent: 7/19/2023 9:51:53 AM Viewed: 7/19/2023 1:28:23 PM Signed: 7/20/2023 7:51:56 AM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Jose Valdez COH Louie.Valdez@cityofhenderson.com City Clerk Security Level: Email, Account Authentication (None)	 Signature Adoption: Uploaded Signature Image Using IP Address: 174.73.186.143 Signed using mobile	Sent: 7/20/2023 7:53:34 AM Viewed: 7/20/2023 11:24:33 AM Signed: 7/20/2023 11:24:41 AM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
FI_GATEKEEPER FI_GATEKEEPER@cityofhenderson.com City of Henderson Security Level: Email, Account Authentication (None)	 Using IP Address: 205.174.31.250	Sent: 7/12/2023 10:09:40 AM Viewed: 7/12/2023 10:10:30 AM Completed: 7/12/2023 10:17:33 AM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
CAO_Gatekeeper CAO_GATEKEEPER@cityofhenderson.com City of Henderson Security Level: Email, Account Authentication (None)	 Using IP Address: 174.72.201.77	Sent: 7/13/2023 6:17:34 PM Viewed: 7/16/2023 5:42:51 PM Completed: 7/16/2023 5:44:56 PM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
CAO_Gatekeeper CAO_GATEKEEPER@cityofhenderson.com City of Henderson Security Level: Email, Account Authentication (None)	 Using IP Address: 205.174.31.250	Sent: 7/17/2023 9:28:10 AM Viewed: 7/17/2023 9:33:08 AM Completed: 7/17/2023 9:33:09 AM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
CMO_Gatekeeper CMO_GATEKEEPER@cityofhenderson.com City of Henderson Security Level: Email, Account Authentication (None)	 Using IP Address: 205.174.30.152	Sent: 7/19/2023 9:48:01 AM Viewed: 7/19/2023 9:48:28 AM Completed: 7/19/2023 9:51:53 AM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		

Agent Delivery Events	Status	Timestamp
CC_GATEKEEPER CC_GATEKEEPER@cityofhenderson.com City of Henderson Security Level: Email, Account Authentication (None)  <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<div>VIEWED</div>  Using IP Address: 205.174.30.198	Sent: 7/20/2023 7:51:59 AM Viewed: 7/20/2023 7:52:58 AM Completed: 7/20/2023 7:53:33 AM

Intermediary Delivery Events	Status	Timestamp
------------------------------	--------	-----------

Certified Delivery Events	Status	Timestamp
---------------------------	--------	-----------

Carbon Copy Events	Status	Timestamp
CCO RECORDS ccorecords@cityofhenderson.com City of Henderson Security Level: Email, Account Authentication (None)  <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<div>COPIED</div>	Sent: 7/20/2023 11:24:45 AM
Editha Morris Editha.Morris@cityofhenderson.com Forensic Lab Evidence/Admin. Technician II City of Henderson Security Level: Email, Account Authentication (None)  <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<div>COPIED</div>	Sent: 7/20/2023 11:24:47 AM

Witness Events	Signature	Timestamp
----------------	-----------	-----------

Notary Events	Signature	Timestamp
---------------	-----------	-----------

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/12/2023 9:09:26 AM
Envelope Updated	Security Checked	7/12/2023 10:17:33 AM
Envelope Updated	Security Checked	7/12/2023 10:17:33 AM
Envelope Updated	Security Checked	7/16/2023 5:44:56 PM
Envelope Updated	Security Checked	7/16/2023 5:44:56 PM
Envelope Updated	Security Checked	7/16/2023 5:44:56 PM
Envelope Updated	Security Checked	7/16/2023 5:44:56 PM
Envelope Updated	Security Checked	7/19/2023 9:45:45 AM
Envelope Updated	Security Checked	7/19/2023 9:45:45 AM
Envelope Updated	Security Checked	7/19/2023 9:51:53 AM
Envelope Updated	Security Checked	7/19/2023 9:51:53 AM
Envelope Updated	Security Checked	7/20/2023 7:53:33 AM
Envelope Updated	Security Checked	7/20/2023 7:53:33 AM
Certified Delivered	Security Checked	7/20/2023 11:24:33 AM
Signing Complete	Security Checked	7/20/2023 11:24:41 AM
Completed	Security Checked	7/20/2023 11:24:47 AM

Payment Events	Status	Timestamps
----------------	--------	------------

EXHIBIT B

Quote for Expert Services Professional Support

Please see attached page(s).

**EXHIBIT A**

**SCOPE OF SERVICES**

Account Number(s): 40511

Price Code Number: HEND

Pricing Expiration Date: 12/31/2024

CONSULTANT is offering your organization the discounted pricing based upon the projected volumes listed in the table below:

Acode	Description	Current List Price	CITY Discount Price
0230B	Alcohol Panel, Blood (Forensic)	\$121.00	\$85.00
	Nevada DUID CSA (8150B plus LSD screen)		\$252.00
8150B	DUID/DRE Panel ProofPOSITIVE, Blood (Forensic)	\$315.00	\$236.00
8151B	DUID/DRE Panel (w/Alcohol) ProofPOSITIVE, Blood (Forensic)	\$334.00	\$267.00
8152B	DUID/DRE Expanded Drug Screen Add-On	\$139.00	\$125.00
0175B	Alcohol Panel, Blood	\$128.00	\$85.00
2541B	LSD Screen, Blood	\$88.00	\$80.00
RETURN	Specimen Return/Handling	\$60.00	\$48.00

All other testing ordered during this effective period will be billed at the fees referenced in the NMS Labs 2023 Fee Schedule. Prepaid Federal Express air bills will be provided for shipping samples to CONSULTANT for testing via Standard Overnight delivery service. All samples will then be retained for a period of three (3) months from the date of the final report. Samples will then be discarded after the retention period unless notified by your office in writing with alternate instructions regarding the disposition of the specimens.

Your account will be invoiced monthly for all services completed during the preceding month e.g. – the invoice for testing completed in July would be received in early August. CONSULTANT payment terms are net 30 days upon receipt of each invoice.



# CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)  
08/23/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	<b>CONTACT NAME:</b> Willis Towers Watson Certificate Center <b>PHONE (A/C, No, Ext):</b> 1-877-945-7378 <b>FAX (A/C, No):</b> 1-888-467-2378 <b>E-MAIL ADDRESS:</b> certificates@willis.com														
<b>INSURED</b> National Medical Services, Inc. dba NMS Labs 200 Welsh Road Horsham, PA 19044	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Evanston Insurance Company</td><td>35378</td></tr><tr><td>INSURER B: Travelers Property Casualty Company of Ame</td><td>25674</td></tr><tr><td>INSURER C: Phoenix Insurance Company</td><td>25623</td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Evanston Insurance Company	35378	INSURER B: Travelers Property Casualty Company of Ame	25674	INSURER C: Phoenix Insurance Company	25623	INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Evanston Insurance Company	35378														
INSURER B: Travelers Property Casualty Company of Ame	25674														
INSURER C: Phoenix Insurance Company	25623														
INSURER D:															
INSURER E:															
INSURER F:															

**COVERAGES****CERTIFICATE NUMBER:** W29892408**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>CONTRACTUAL LIABILITY</b> <input checked="" type="checkbox"/> <b>INCLUDED</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			MKLV1PHP000004	08/15/2023	08/15/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			BA-3N062901-23-I2-G	08/15/2023	08/15/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ 0			MKLV1UHC000022	08/15/2023	08/15/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> No	N/A	UB-8K529095-23-I2-G	08/15/2023	08/15/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	<b>Professional Liability</b>			MKLV1PHP000004	08/15/2023	08/15/2024	Per Claim \$1,000,000 Aggregate \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SEE ATTACHED

**CERTIFICATE HOLDER**City of North Las Vegas  
2250 Las Vegas Blvd North  
North Las Vegas, NV 89030**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2016 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

SR ID: 24574614

BATCH: 3102457



## ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis Towers Watson Northeast, Inc.		NAMED INSURED National Medical Services, Inc. dba NMS Labs 200 Welsh Road Horsham, PA 19044	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

INSURER AFFORDING COVERAGE: Evanston Insurance Company NAIC#: 35378  
POLICY NUMBER: MKLV1PHP000004 EFF DATE: 08/15/2023 EXP DATE: 08/15/2024

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
ERRORS & OMISSIONS	Per Claim	\$1,000,000
	Aggregate	\$3,000,000

ENTITY INFORMATION

ENTITY INFORMATION

**Entity Name:**  
NATIONAL MEDICAL SERVICES, INC.

**Entity Number:**  
E8424162020-0

**Entity Type:**  
Foreign Corporation (80)

**Entity Status:**  
Active

**Formation Date:**  
08/10/2020

**NV Business ID:**  
NV20201861946

**Termination Date:**  
Perpetual

**Annual Report Due Date:**  
8/31/2024



**Domicile Name:**

National Medical Services, Inc.

**Jurisdiction:**

Pennsylvania - United States

**REGISTERED AGENT INFORMATION****Name of Individual or Legal Entity:**

INCORP SERVICES, INC.

**Status:**

Active

**CRA Agent Entity Type:****Registered Agent Type:**

Commercial Registered Agent

**NV Business ID:****Office or Position:****Jurisdiction:****Street Address:**

3773 HOWARD HUGHES PKWY STE 500S, Las Vegas, NV, 89169 - 6014, USA

**Mailing Address:****Individual with Authority to Act:**

Karla Vazquez, President

Fictitious Website or Domain Name:

OFFICER INFORMATION

☐ VIEW HISTORICAL DATA

Title	Name	Address	Last Updated	Status
Secretary	Eric Rieders	200 Welsh Road, Horsham, PA, 19044, USA	11/22/2022	Active
Director	Maria Rieders	200 Welsh Road, Horsham, PA, 19044, USA	11/22/2022	Active
President	Dan Monahan	200 Welsh Road, Horsham, PA, 19044, USA	08/10/2020	Active
Treasurer	Michael Rieders	200 Welsh Road, Horsham, PA, 19044, USA	08/10/2020	Active
Director	Frank McCaney	200 Welsh Road, Horsham, PA, 19044, USA	08/10/2020	Active

< Previous

...

1

2

...

Next >

Page 1 of 2, records 1 to 5 of 9

Go to Page

CURRENT SHARES

Class/Series	Type	Share Number	Value
No records to view.			
<div><div><input type="radio"/> Unlimited Foreign Entities Only</div><div><input type="radio"/> No Stock Foreign Entities Only</div></div>			
Number of No Par Value Shares:			
1551			
Total Authorized Capital:			
1,551			



# NATIONAL MEDICAL SERVICES, INC.

Unique Entity ID <b>FRB6N85RF275</b>	CAGE / NCAGE <b>0W4C1</b>	Purpose of Registration <b>All Awards</b>
Registration Status <b>Active Registration</b>	Expiration Date <b>Feb 14, 2024</b>	
Physical Address <b>200 Welsh RD Horsham, Pennsylvania 19044-2208 United States</b>	Mailing Address <b>200 Welsh RD. Horsham, Pennsylvania 19044 United States</b>	

## Business Information

Doing Business as <b>NMS Labs</b>	Division Name <b>(blank)</b>	Division Number <b>(blank)</b>
Congressional District <b>Pennsylvania 04</b>	State / Country of Incorporation <b>Pennsylvania / United States</b>	URL <b>http://www.nmslabs.com</b>

## Registration Dates

Activation Date <b>Feb 16, 2023</b>	Submission Date <b>Feb 14, 2023</b>	Initial Registration Date <b>May 25, 2001</b>
--	--	--

## Entity Dates

Entity Start Date <b>Jan 1, 1971</b>	Fiscal Year End Close Date <b>Dec 31</b>
---	---

## Immediate Owner

CAGE <b>(blank)</b>	Legal Business Name <b>(blank)</b>
------------------------	---------------------------------------

## Highest Level Owner

CAGE <b>(blank)</b>	Legal Business Name <b>(blank)</b>
------------------------	---------------------------------------

## Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

## Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

## Exclusion Summary

Active Exclusions Records?

**No**

## SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

**Yes**

## Entity Types

### Business Types

Entity Structure <b>Corporate Entity (Not Tax Exempt)</b>	Entity Type <b>Business or Organization</b>	Organization Factors <b>(blank)</b>
Profit Structure <b>For Profit Organization</b>		

**Socio-Economic Types**

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

**Financial Information**

Accepts Credit Card Payments  
**Yes**

Debt Subject To Offset  
**No**

EFT Indicator  
**0000**

CAGE Code  
**0W4C1**

**Points of Contact****Electronic Business**

👤  
**Andrew Nolan**

**200 Welsh Road  
P.O. Box 433A  
Horsham, Pennsylvania 19044  
United States**

Elena Davydov

200 Welsh Road  
P.O. Box 433A  
Horsham, Pennsylvania 19044  
United States

**Government Business**

👤  
**Dan Reed**

**200 Welsh Road  
PO Box 433A  
Horsham, Pennsylvania 19044  
United States**

**Service Classifications****NAICS Codes**

Primary NAICS Codes  
**Yes 621511**

NAICS Title  
**Medical Laboratories**

**Disaster Response**

This entity does not appear in the disaster response registry.