

City of Reno Nevada
Professional Services Agreement

AGREEMENT FOR CLEAN AND SAFE SERVICE PROVIDER;

This AGREEMENT FOR THE CLEAN AND SAFE SERVICE PROVIDER, (“Agreement”) is entered into this ____ day of _____, 2025 by and between **Qual-Econ USA LLC a janitorial service company**, whose address is 1015 Telegraph Street #C, Reno, Nevada 89502, hereinafter referred to as the (“**CONTRACTOR**”); and the City of Reno, a municipal corporation in the State of Nevada, whose address is One East First Street, Reno, Nevada 89501 and hereinafter referred to as the (“**CITY**”).

RECITALS

WHEREAS, CITY has a need for a field maintenance services; and

WHEREAS, as the CITY seeks to continue with Clean and Safe operations to address public health and welfare in public spaces, including along the Truckee River; and

WHEREAS, the CONTRACTOR has represented that they are qualified and experienced in the performance of said services; and

NOW, THEREFORE, in consideration of the aforesaid recitals, which are incorporated by reference into this Agreement, the parties mutually agree as follows:

ARTICLE I

SCOPE OF SERVICES TO BE PERFORMED BY CONTRACTOR

1.1 Specific Services: CONTRACTOR agrees to provide services and deliverables as described in CONTRACTOR’s Scope of Services attached herein as **Attachment A**. The responsibilities of the City are attached herein as **Attachment B**. The fee schedule is attached herein as **Attachment C**. However, should any term and condition in Attachment A contradict a term of this Agreement, the terms and conditions of this Agreement shall control.

1.2 Changes of Scope of Work: No substantial changes to the scope of services may be made without prior written approval of both CITY and ADVISOR.

1.3 Principal-in-Charge: It is agreed and understood by CITY and ADVISOR that ADVISOR will be the principal in charge of the work as described in Attachment A. Any changes to the principal-in-charge shall be subject to written approval by CITY.

ARTICLE II

TERM OF AGREEMENT

2.1 Term of Agreement: This Agreement shall be effective commencing April 23, 2025 through April 23, 2028, unless otherwise terminated or extended. The Agreement will run

for 3 years, with two additional one-year renewal options.

2.2 Extension Approval: The City Council authorizes the City Manager's to enter into the two additional one-year extensions.

ARTICLE III COMPENSATION TERMS AND CONDITIONS

3.1 Compensation & Reimbursement: The fee for the professional services, shall be as stated in CONTRACTOR'S proposal and are provided in the CONTRACTOR'S Scope of Work and Fee Schedule attached herein as **Attachment A and Attachment C**:

In addition, if events or circumstances are encountered that result in a modification to the scope of the engagement, cost adjustments may be required. However, any proposed cost adjustments will be discussed in detail and negotiated with the City Manager or designee and subject to final approval by the City Manager.

Notwithstanding any other provision in this Agreement to the contrary, the total maximum compensation to be paid for the satisfactory accomplishment and completion of all services to be performed hereunder shall in no event exceed the sum of seven hundred fifty thousand dollars and no cents (\$750,000.00).

3.2 Method of Payment: The manner of payment for the duration of the Agreement shall be as follows:

- (a) CONTRACTOR shall submit to the CITY invoices based on the actual services rendered;
- (b) As a condition precedent to any payment to CONTRACTOR under this Agreement, CONTRACTOR shall submit monthly to the CITY a statement of account which clearly sets forth by dates the designated items of work for which the billing is submitted and the purchase order number that has been assigned for this Agreement; and

- (c) Original billing invoices should be addressed to:

City of Reno
Attention: Kaytlin Canner, Clean and Safe Manager
P.O. Box 1900
Reno, NV 89505

- (d) CONTRACTOR shall receive payments from the CITY based upon approved invoices within thirty (30) days of CITY receipt of invoice.

ARTICLE IV GUARANTEE/WARRANTY

4.1 CONTRACTOR shall replace and or redo, at no cost to the City of Reno, any products or services purchased under this Agreement, if that product/service is deemed unacceptable for any reason resulting from deviations from the specifications contained herein, or as a result of improper procedures, and/or improper handling by ADVISOR.

ARTICLE V OBLIGATIONS OF CITY

5.1 CITY Responsibilities: Unless otherwise specified in this Agreement, the CITY shall be responsible for the following:

- (a) The CITY agrees to have staff available during the scheduled days for maintenance services.

5.2 CITY Principal Contact: The CITY shall designate in writing a staff person to act as the CITY's principal contact with respect to the CONTRACTOR for services to be performed under this Agreement, and such person shall have complete authority to transmit instructions, receive information, interpret and define the CITY's policies and decisions with respect to services covered by this Agreement.

5.3 Special Services: No additional services shall be performed and no additional compensation shall be permitted without a City approved written supplemental agreement. This supplemental agreement must be approved by the City Manager, City Manager designee, or City Council depending on the signatory authority required. Further, such supplemental agreement must be executed prior to the commencement or performance of any additional work.

ARTICLE VI OBLIGATIONS OF ADVISOR

6.1 Performance: CONTRACTOR agrees to devote the time necessary to complete performance of the above described services covered under this Agreement. CONTRACTOR is not precluded hereunder from representing or performing services for and being employed by other persons or companies, provided that such services do not create a conflict of interest relative to the CITY.

6.2 Assignment: Neither this Agreement nor any duties or obligations, including the right to receive payment, under this Agreement may be assigned by ADVISOR without the prior consent of the CITY.

6.3 Compliance: ADVISOR shall, at their own expense, obtain and pay for all licenses, permits or fees and agree to observe and comply with all applicable federal, state and local laws, rules and regulations, including but not limited to, compliance with State of Nevada Workers' Compensation laws and City of Reno business license requirements.

6.4 Independent Contractor: The parties understand and agree that ADVISOR is an independent contractor as recognized under Nevada law. Accordingly, with respect to the ADVISOR, the CITY will NOT:

- a) Withhold any income taxes;
- b) Provide workers' compensation coverage;
- c) Provide group insurance plans which may be available to CITY employees;
- d) Participate or contribute by either the independent contractor or the CITY to the public employees' retirement system;
- e) Provide for vacation leave or sick leave; or
- f) Approve or authorize unemployment compensation coverage.

6.5 Worker's Compensation Insurance: As required by the laws of the State of Nevada, ADVISOR shall carry during the term of this Agreement, Worker's Compensation Insurance under the laws of the State of Nevada, to cover any compensable injuries or diseases arising during the performance of this Agreement. Specifically, ADVISOR shall comply with the provisions of NRS Chapters 616A, 616B, 616C regarding Industrial Insurance, and NRS Chapters 617 and 618 regarding Occupational Diseases, Safety and Health.

6.6 Insurance: ADVISOR shall maintain comprehensive general liability coverage for limits of not less than one million dollars (\$1,000,000) for bodily injury and property damages, per occurrence during the term of this Agreement. The City to be an additional insured with thirty (30) day notice of termination requirement for reasons other than non-payment of premium and at least ten (10) days for non-payment of premium. Automobile coverage of no less than \$1,000,000 combined single limit per accident for bodily injury and property damage. No aggregate limit may apply. ADVISOR shall also maintain during the term of this Agreement professional liability insurance in the amount of not less than Two Million Dollars (\$2,000,000.00) per claim and Four Million Dollars (\$4,000,000) aggregate. As evidence of insurance coverage, the CITY will accept certification of insurance by an authorized representative of the insurance carrier. Each certificate will bear a thirty (30) day written notice of cancellation to the CITY for reasons other than non-payment of premium and at least ten (10) days for non-payment of premium. Certificates of insurance should be delivered to the office of the Risk Manager c/o Reno City Attorney's Office, at; 1 E. 1st Street, Reno, NV 89501, or mailed to: P.O. Box 1900, Reno, NV 89505.

ARTICLE VII TERMINATION OF AGREEMENT AND SERVICES

7.1 Notice and Termination: This Agreement and all services to be rendered hereunder may be terminated at any time upon thirty (30) days written notice from either party. In such event, all finished and unfinished documents, project data and reports shall become CITY property and shall be delivered to it or to any party it may designate. In the event of such termination, ADVISOR shall be paid for the work actually performed prior to the effective date of termination, plus any agreed on work required for closing the services.

7.2 Cancellation may occur in the event the type, quality and/or work is unsatisfactory to the City of Reno. In the event ADVISOR does not perform in an acceptable and/or satisfactory manner or is in default for whatever reason, the City of Reno reserves the right

to cancel the Agreement and to procure the product(s) or service from other sources and hold the contractor responsible for any excess cost occasioned thereby.

7.3 In the event ADVISOR shall default or is terminated for default, they shall be recommended to the Reno City Council, for debarment from doing business with the City of Reno for at least one (1) year after the termination of the term of the defaulted agreement.

7.4 In the event the City of Reno fails to obligate requisite funds for the ensuing fiscal year(s) for payment of amounts due against this Agreement, necessitating cancellation of this Agreement, ADVISOR shall agree to hold the City of Reno free from any charge or penalty.

ARTICLE VIII GENERAL PROVISIONS

8.1 Entire Agreement: This Agreement supersedes any and all agreements, either oral or written between the parties hereto with respect to rendering of services by ADVISOR for the CITY and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party of this Agreement acknowledges that no representation, inducements, promises, or agreements orally or otherwise have been made by any party that are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing and signed by the parties to this Agreement.

8.2 Nondiscrimination. In connection with the performance of work under this Contract, the ADVISOR shall not discriminate against any employee or applicant for employment because of age, race, creed, religion, color, veteran status, sex, sexual orientation (means having or being perceived as having an orientation for heterosexuality, homosexuality, or bi-sexuality), gender identity or gender expression (means a gender-related identity, appearance, expression, or behavior of a person regardless of the person's assigned sex at birth), physical condition, disability, national origin, or any other protected class status applicable under federal, state or local law, rule or regulation. Race includes traits associated with race, including, without limitation, hair texture and protective hairstyles. Any violation of this provision shall constitute a material breach of contract.

8.3 Approvals. Whenever this Agreement calls for City approval, consent, or waiver, the written approval, consent, or waiver of the City's Director of Finance shall constitute the approval, consent, or waiver of the City, without further authorization required from the City Council. Where this Agreement specifically refers to City Council, then City Council approval, consent or waiver is required. The City hereby authorizes the foregoing persons to deliver such approvals or consents as are required by this Agreement, or to waive requirements under this Agreement, on behalf of the City.

8.4 Waiver: The waiver by either party of a breach or violation of any provision of this Agreement will not operate as or be construed to be a waiver of any subsequent breach thereof.

8.5 Records: ADVISOR'S books, documents, papers and records ("Records") specifically relating to this Agreement shall be open for inspection and subject to audit, examination, excerpts and transactions, during working hours by the CITY, Reno City Attorney, the City's Finance Department, or any of their duly authorized representatives at the expense of the CITY. ADVISOR shall maintain all Records for four (4) years after the date of final payment and close of all other pending matters.

8.6 Indemnification:

- (a) To the fullest extent permitted by law, ADVISOR shall assume the defense of, indemnify and hold harmless the CITY and its officers, agents, employees, and volunteers (collectively "Indemnitees") from and against any claim, loss, damage, injury (including, without limitation, injury to or death of an employee of the advisor or its sub-advisor's) and liability of every kind, nature and description (including without limitation, incidental and consequential damages, court costs, attorneys' fees and costs of investigation) that arise directly or indirectly, in whole or in part, from: (1) the services under this Agreement, or any part thereof, (2) any act or omission of advisor, and sub-advisors to the advisor, anyone directly or indirectly employed by it, agents of advisor, or anyone that they control (collectively "Liabilities"), even if such Liabilities are caused in part by the negligence of any indemnitee, subject to the provisions set forth below in this section.
- (b) Advisor assumes no liability for the sole negligence or willful misconduct of Indemnitees.
- (c) ADVISOR's indemnification obligations for claims involving "Professional Liability" (claims involving acts, error, or omissions in the rendering of professional services) and "Economic Loss Only" (claims involving economic loss which are not connected with bodily injury or physical damage to property) shall be limited to the proportionate extent of ADVISOR's negligence or other breach of duty.
- (d) Any and all Federal, State and local taxes, charges, fees, or contributions required by law to be paid with respect to ADVISOR's performance of this Agreement (including, without limitation, unemployment insurance, social security, business license taxes, and income taxes) shall be ADVISOR's sole liability.

8.7 Governing Law: This Agreement shall be administered and interpreted under the laws of the State of Nevada. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect. Any action at law, suit or equity or judicial proceeding for the enforcement of this Agreement or any provision thereof shall be instituted in a court of competent jurisdiction located in Washoe County, Nevada.

8.8 Drafting: This Agreement shall not be construed for or against a party by virtue of

which party drafted the terms and conditions of this Agreement. This Agreement shall be construed and interpreted under the laws of the State of Nevada.

8.9 Arbitration: Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, provided both parties agree, may be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

8.10 Limited Liability: The parties will not waive and intend to assert available defenses and limitations contained in Chapter 41 of the Nevada Revised Statutes. Contract liability of both parties shall not be subject to punitive damages. Actual damages for any City breach shall never exceed the amount of funds which have been appropriated for payment under this Agreement, but not yet paid, for the fiscal year budget in existence at the time of the breach.

8.11 Bankruptcy: In the event either party applies for or consents to the appointment of a receiver, trustee, or liquidator of itself or of all or a substantial part of its assets, files a voluntary petition in bankruptcy, admits in writing its inability to pay its debts as they become due, make a general assignment for the benefit of creditors, files a petition or an answer in seeking a reorganization or arrangement with creditors or, as a debtor, invoke or takes advantage of the provisions of any insolvency law, including without limitation any provision of the United States Bankruptcy Act, or any proceeding in any court is instituted seeking to adjudicate either party as a debtor, bankrupt or insolvent, and the same shall not be dismissed or discharged within thirty (30) days after notice thereof given to the appropriate party, the other party may by unilateral notice terminate this Agreement effective on any future date specified in such notice.

8.12 Notices: All notices, requests, demands and other communications which are required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given upon the delivery by registered mail, certified mail, return receipt requested, or Federal Express, as follows:

CITY:	CITY OF RENO Kaytlin Canner, Clean and Safe Manager One East First Street, 14 th Floor Reno, Nevada 89501
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With copy to:	Reno City Attorney P.O. Box 1900 Reno, Nevada 89505
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ADVISOR:	QUAL-ECON USA LLC Jason Shinar 1015 Telegraph Street #C Reno, Nevada 89502
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A change in the designation of the person or address to which submittals, requests, notices and reports shall be delivered is effective when the other party has received notice of the change by certified mail.

8.13 Authorization to Sign: The parties hereby warrant that the persons executing this Agreement are authorized to execute this Agreement and are authorized to obligate the respective parties to perform this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and intend to be legally bound thereby.

Executed on this _____ day of _____, 2025.

CITY:

CITY OF RENO, NEVADA

CONTRACTOR:

QUAL-ECON USA LLC

By: Hillary Schieve, Mayor
Title:

By:

Address:

Dated: _____

ATTEST:

Mikki Huntsman, City Clerk

APPROVED AS TO LEGAL FORM:

Deputy City Attorney

Attachment “A” Scope of Services

CONTRACTOR RESPONSIBILITY

CONTRACTOR will provide the CITY on call, as needed services to assist the City with Clean and Safe operations, to include:

1. Encampment cleanup and waste removal from sites identified by the City:
 - Systematic removal of debris, litter, and abandoned items
 - Proper disposal of general waste and recyclable materials
 - Safe handling and disposal of biohazardous materials, including needles and human waste
 - Restoring designated sites to a clean and safe state under the direction of City staff
2. Timely response services:
 - Providing flexible services seven days per week as requested by City
 - Swift mobilization to address immediate public health and safety concerns
3. Documentation and reporting:
 - Providing data, findings, and experiences of the response teams to City staff
 - Providing a thorough breakdown of invoicing is required
4. Coordination and communication:
 - Ensure efficient coordination and collaboration with City staff
5. Safety:
 - Use of appropriate personal protective equipment (PPE)
 - Follow industry standards to provide safe and effective services, while ensuring safety protocol for employees

The contractor will be expected to provide all necessary personnel, equipment, supplies, and vehicles to perform the required services efficiently and effectively.

Services should be scalable to meet the changing needs of the City of Reno with the ability to increase or decrease service levels as required. The contractor should also be prepared to adapt to evolving best practices in encampment management and public space maintenance.

Attachment “B”

CITY RESPONSIBILITY

The CITY has identified the need for a Clean and Safe Team to promote the furtherance of the mission, priorities, and goals for the CITY. In order for the CONTRACTOR to perform to an acceptable service standard, the CITY is required to provide the following support services, technology, and other assistance in conjunction with performance by the CONTRACTOR:

- Provide CONTRACTOR access to information necessary for CONTRACTOR to perform in an acceptable capacity;
- Overseeing a predictable and proactive City response to the identified public health and safety issues;
- Establish and maintain a response method and schedule;
- Providing notice to CONTRACTOR of technicians, services, materials needed, and assigned sites;
- Track and report data on the findings and experiences of the response teams;
- Assure the application of proper resources to accomplish the program objectives;
- Oversight of associated personal property storage gathered by CONTRACTOR;
- Work with Reno Police Department to ensure proper security of the team and that sites are properly posted; and,
- Direction and location for disposing of waste from assigned sites.

Attachment “C”

FEE SCHEDULE

CONTRACTOR will invoice the CITY for as needed.

Classification	Rate
Staff Time Business Hours	\$105/Hr/Tech Minimum two employees, three hours per call Monday - Friday 8:00 a.m. - 5:00 p.m.
Staff Time After Hours and Holidays	\$120/Hr/Tech Minimum two employees, 1.5 hours each

In no event shall the amount for the services to be performed by this Agreement over a five-year period exceed seven hundred fifty thousand dollars and no cents (\$750,000.00) without the prior written approval of the City.