

City of Reno Nevada Professional Services Agreement

AGREEMENT FOR INNOVATION AND TECHNOLOGY SERVICES

This Agreement for Innovation and Technology Services (“Agreement”) is entered into this _____ day of _____, 2023 by and between Blue Cover Six, whose address is 5505 Spandrell Circle Sparks NV 89436, hereinafter referred to as the (“**CONSULTANT**”); 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 innovation and technology Services; and

WHEREAS, it has been determined that CONSULTANT is duly qualified and experienced in the performance of said services; and

WHEREAS, CITY desires to retain the services of CONSULTANT as outlined in CONSULTANT’S scope of 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 CONSULTANT

1.1 Specific Services: CONSULTANT agrees to provide services and deliverables as described in CONSULTANT’S *Scope of Services* attached herein as **Attachment A**. 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 CONSULTANT.

1.3 Principal-in-Charge: It is agreed and understood by CITY and CONSULTANT that CONSULTANT 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 Contract becomes effective when fully executed by all parties and will terminate on June 30, 2024, unless sooner terminated by either party as specified in this Contract.

2.2 Extension Approval: The City Council authorizes the City’s City Manager, Director of Finance or Department head to engage and enter into the three additional one-year extensions. However, certain proposed cost adjustments may be subject to City Council final approval.

2.3 Termination for Non-Appropriation: The continuation of this Contract beyond the fiscal year is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the Reno City Council and/or federal sources. The City may terminate this Contract, and Contractor waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the City Department/Agency's funding from City and/or federal sources is not appropriated or is withdrawn, limited, or impaired in either a City, State or federal fiscal year.

ARTICLE III COMPENSATION TERMS AND CONDITIONS

3.1 Compensation & Reimbursement: The fee for the *Innovation and Technology Services* shall be as stated in CONSULTANT'S proposal and are provided in the CONSULTANT'S *Fee Schedule* attached herein as **Attachment A**:

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's City Manager, Director of Finance or Department head and subject to final approval by the City's City Manager, Director of Finance or Department head. However, certain proposed cost adjustments may be subject to City Council final approval.

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 one hundred twenty thousand dollars (\$120,000).

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

- (a) CONSULTANT shall submit to the CITY monthly invoices based on the actual services rendered;
- (b) As a condition precedent to any payment to CONSULTANT under this Agreement, CONSULTANT 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: Accounts Payable
P.O. Box 1900
Reno, NV 89505
- (d) CONSULTANT 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 CONSULTANT warrants the project to run free of errors and contain the functionality as described above. An error is understood to be either a problem that causes the application to halt unexpectedly or posting an error message to the screen. CONSULTANT will not be held responsible for errors arising from changes post project acceptance or upgrades made by the CITY or additions of third party software or changes to the hosting service. CONSULTANT will warrant the workmanship free of errors for the life of the product for the version released to the public by CITY project managers. The CITY is responsible to report any errors of the program. Errors must be described, by phone or email as a series of steps that duplicates the error. If CONSULTANT is unable to remedy the errors then the CITY will receive a full credit for the project fee.

ARTICLE V OBLIGATIONS OF CITY

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

- (e) Prompt payment of invoices submitted by the CONSULTANT
- (f) Review of CONSULTANT projects and input prior to implementation

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 CONSULTANT 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's Finance Director, City Manager 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 CONSULTANT

6.1 Performance: CONSULTANT agrees to devote the time necessary to complete performance of the above described services covered under this Agreement. CONSULTANT 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 CONSULTANT without the prior consent of the CITY.

6.3 Compliance: CONSULTANT 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 CONSULTANT is an independent contractor as recognized under Nevada law. Accordingly, with respect to the CONSULTANT, 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, Consultant 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, Consultant 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: CONSULTANT 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. CONSULTANT 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 Contract may be terminated upon thirty (30) days written notice by mutual consent of both parties, or unilaterally by either party for any reason or for no reason. 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, CONSULTANT 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 CONSULTANT 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 CONSULTANT 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, CONSULTANT 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 CONSULTANT 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 Non-Discrimination Policy: CONSULTANT shall not discriminate in the employment of persons to work under this Agreement on the basis of age, color, creed, marital status, national origin, physical disability, political affiliation, race, religion, veteran status, sex, gender identity, gender expression or sexual orientation of such person or any other protected class status applicable under federal, state or local law, rule or regulation. 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: CONSULTANT'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. CONSULTANT 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, CONSULTANT 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 CONSULTANT or its sub-consultants) 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 CONSULTANT, and sub-consultants to the CONSULTANT, anyone directly or indirectly employed by it, agents of CONSULTANT, 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) CONSULTANT assumes no liability for the sole negligence or willful misconduct of Indemnitees.

(g) CONSULTANT'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 Consultant's negligence or other breach of duty.

(h) Any and all Federal, State and local taxes, charges, fees, or contributions required by law to be paid with respect to CONSULTANT's performance of this Agreement (including, without limitation, unemployment insurance, social security, business license taxes, and income taxes) shall be CONSULTANT'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 Employment of City Employees: The Contractor shall not engage the services of any person or persons now employed by the City, including any department, commission or board thereof, to provide services relating to this Contract.

8.10 Limited Liability: The City will not waive and intends 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
Director of Finance
One East First Street, 9th
Floor Reno, Nevada 89501

With copy to: Reno City Attorney
P.O. Box 1900
Reno, Nevada 89505

CONSULTANT: Blue Cover Six
Barbara Molt
5055 Spandrell Circle
Sparks, NV 89436

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 City Ownership of Proprietary Information: Any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, data dictionary, source code or any other documents or drawings, prepared or in the course of preparation by Contractor (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of the City and all such materials shall be delivered into City possession by Contractor upon completion, termination, or cancellation of this Contract. Notwithstanding the foregoing, the City shall have no proprietary interest in any materials licensed for use by the Contractor that are subject to patent, trademark or copyright protection.

8.14 Public Records: Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The City has a legal obligation to disclose such information unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a trade secret or confidential proprietary information in accordance with NRS 332.061 or other applicable statute or law, provided that Contractor thereby agrees to indemnify and defend the City for honoring such a designation. The failure to so label any document that is released by the City shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

8.15 Use of Likeness and/or Logo: Neither Party may use the other party's name, logo, likeness or image for any purpose including but not limited to any marketing or advertising purpose.

8.16 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.

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 _____, 2023.

CITY:

CITY OF RENO, NEVADA

CONSULTANT:

Blue Cover Six



By: Vicki Van Buren
Finance Director

By: Barbara Molt
Title: Owner
Address: 5505 Spandrell Cir, Sparks NV 89436

APPROVED AS TO LEGAL FORM:

Dated: 07/05/2023

Deputy City Attorney

ATTACHMENT A – SCOPE OF WORK

The following scope of work includes, but is not limited to, projects approved by the Executive Staff at the Reno Police Department for FY24. The work detailed below allows for flexibility in project work and ensures the needs of the department are met if additional innovation is identified.

1. Ongoing Work / Maintenance on Existing Services and Software/OS. SQL Server data preservation and backups.
2. Project Code business continuity archive for RPD continuous access. 2nd tier support for BCS during business hours. 24/7 Emergency support.
3. Development or enhancement of systems for the Department, to include but not limited to:
 - a. Records Division Ad Hoc Data/Reporting Support
 - b. RPD Traffic Statistics
 - c. RPD Mapstats for Records to create maps of qualifying incidents.
 - d. Begin Renopd.com design/format, style, configuration. 2024 project template for new RPD applications.
 - e. MyRPD 2.0 web companion app
 - f. Any additional innovation identified and approved by the Chief

Proposed summary of work and fee schedule

As each project is detailed a summary of the milestones and estimated delivery schedule will be created at the RPD discretion. **Contractor rate is \$126.32 per hour of work billed, not to exceed \$120,000 or 950 total hours of work.**