

RENO JUSTICE COURT
AGREEMENT FOR SMALL CLAIMS MEDIATION SERVICES

with

NEIGHBORHOOD MEDIATION CENTER INC.

This Agreement is made and entered into this 6th day of JUNE, by and between the County of Washoe, a political subdivision of the State of Nevada on behalf of its Reno Justice Court (hereinafter referred to as "Court") and Neighborhood Mediation Center Inc. (hereinafter referred to as "Contractor").

WHEREAS, the Contractor, has the skill and experience necessary to provide conflict resolution mediation services in support of mandatory mediation for small claims cases filed in the Court;

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, it is agreed as follows:

TERM

1. This Agreement commences on July 1st, 2024; it continues for a period of twelve (12) months from the commencement date and will automatically renew for successive twelve (12) month periods unless cancelled pursuant to Paragraphs 14 or 15.

OBLIGATIONS OF CONTRACTOR

2. Services- The Contractor shall be responsible to:
 - a. Provide mediation services at the Court three days per week comprised of Tuesday, Wednesday and Thursday;
 - b. At the discretion of the contractor, the contractor will provide mediation staffing to meet the needs of the court's mandatory mediation program.
 - c. Contractor will mediate a maximum of 15 cases per day;
 - d. Provide an orientation at the beginning of each mediation day for all parties in attendance.
 - e. Contractor will provide trained mediators;
 - f. Mediators file appropriate paperwork upon successful mediation of a case or assist the parties in scheduling their next court hearing;
 - g. Unless otherwise identified in this Agreement, Contractor shall be

responsible for all expenses incurred while performing services under this Agreement;

3. Location/Hours of Services Provided - The services contained herein shall be provided by the Contractor at Reno Justice Court.
4. Background Investigation - Contractor personnel, including all volunteers, shall be subject to a security/background check. The NMC program shall not utilize any persons whose background check indicates they are not suitable to perform duties for the NMC. The NMC Background Check Policy will determine the suitability of the staff or volunteers.
5. Alternative Provision of Services - In the event that the Contractor will be unavailable to meet a scheduled obligation due to illness, vacation, trainings, or other extenuating circumstances, the Contractor will notify the Court at the earliest possible time so that other arrangements can be made.
6. Discrimination - In connection with the performance of its obligations under this Agreement, the Contractor shall not discriminate against any person referred to the Contractor on the basis of that person's race, religion, color, sex, age or national origin.
7. Insurance - The Court shall not provide any insurance coverage of any kind for the Contractor, its employees or sub-contracted personnel. Contractor shall produce and maintain professional liability coverage in an amount of not less than \$1,000,000 to cover Contractor's activities with respect to services provided pursuant to this Agreement.
8. Indemnification - Contractor shall save, hold harmless, and indemnify Washoe County, Reno Justice Court, its officers, agents and employees, from and against all claims, causes of action, liabilities, expenses and costs, including reasonable attorneys' fees, for injury or death of any person or damage to property arising out of, or connected with, work performed under this Agreement which is the result of any acts or omissions, whether negligent or otherwise, of Contractor, its officers, agents, subcontractors or employees.
9. Independent Contractor - The Court understands and agrees the Contractor is an independent contractor within the meaning of NRS 333.700. Accordingly, there must be no:
 - a. withholding of income taxes by the Court;
 - b. industrial Insurance coverage provided by the Court;
 - c. participation in group insurance plans which may be available to employees of the Court;

- d. participation or contribution by either the Court or Contractor to the Public Employees Retirement System (PERS);
- e. accumulation of vacation leave or sick leave; or
- f. unemployment compensation coverage provided by the County if the requirements of NRS 612.085 for independent contractors are met.

10. Contractor's Certification Contractor, its principals and agents, to the best of its knowledge and belief:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency;
- b. have not within a three year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in (b) above;
- d. have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default; and
- e. understand that a false statement on this certification may be grounds for rejection or termination of this Agreement. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

11. Worker's Compensation Insurance - As required by the laws of the State of Nevada, Contractor 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.

OBLIGATIONS OF COURT

12. Payment - During the term of this Agreement and subject to all conditions of the Agreement, the Court shall pay the Contractor \$12,187.50 per quarter as outlined, not to exceed \$48,750 per year. Payments will be made quarterly as follows: four (4) equal payments each in the first business day following October 1, January 1, April 1 and **June 15** of each fiscal year.

13. Access - Provide appropriate office space, equipment, supplies, and data necessary to perform duties. Any property provided by the Reno Justice Court shall remain the property of the Court.

CANCELLATION

14. Notice of Cancellation - The Court or the Contractor may cancel this Agreement with or without cause at any time, but cancellation shall be made by a written Notice of Cancellation and shall become effective thirty (30) calendar days after receipt of the Notice of Cancellation by the non-cancelling party. The Notice must be served in person or by mailing to the following addresses:

Court

Reno Justice Court
1 S. Sierra St.
Reno, Nevada 89501

Contractor

Neighborhood Mediation Center
200 Ridge St., #230
Reno, Nevada 89501

15. Funding Out Clause - In the event the Court fails to appropriate or is unable to budget funds for the purposes as specified in this Agreement, the Contractor hereby agrees to cancel this Agreement. The Court agrees to provide not less than fifteen (15) days written notice to the Contractor in the event this situation should occur. The Court shall fully compensate the Contractor for all services rendered to the time of the effect of the termination.

MISCELLANEOUS PROVISIONS

16. Governing Law and Jurisdiction - This Agreement shall be administered and interpreted under the laws of the State of Nevada. This Agreement shall not be construed for or against any party by reason of who drafted the provisions set forth herein. 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 remain in full force and effect. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement or any provision thereof shall be instituted only in the district courts of the State of Nevada, located in the County of Washoe.
17. Limited Liability- Court 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 the Court's breach of this Agreement shall never exceed the amount of funds that 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.
18. Third Party Beneficiary Rights- This Agreement is not intended to create any third party beneficiary rights in any person not a party (which includes Washoe County) hereto.
19. Merger/Amendment - This Agreement contains the entire understanding of the parties and there are no terms, covenants or conditions other than those set forth herein. This Agreement may be amended only by a document in writing executed by both parties with the same formality with which this Agreement was executed.
20. Entire Agreement - This Agreement between the Contractor and Court is separate and distinct from any other agreements between the Contractor and Washoe County with respect to rendering of mandatory mediation for small claims cases filed in the Reno Justice Court, 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, which are not embodied herein and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding on Contractor and

REVISION AS OF JUNE 6, 2024
the Court.

21. Authority - The person executing this Agreement on behalf of the Contractor certifies that he or she has the power and authority to bind the Contractor to the terms and conditions of this Agreement.

Washoe County:
Date: 6.25.24



James Conway, Reno Justice Court Administrator

Contractor: June 6, 2024
Date: _____



Mark Batson Baril, Executive Director