

RENEWAL AGREEMENT FOR PROVISION OF LEGAL SERVICES
TO CHILDREN IN ABUSE AND NEGLECT PROCEEDINGS

This Agreement, is made and entered into this _____ day of June, 2018, by and between WASHOE COUNTY, a political subdivision of the State of Nevada (hereinafter “County”), and WASHOE LEGAL SERVICES, a Nevada non-profit corporation (hereinafter “WLS”).

WHEREAS, chapter 432B of the Nevada Revised Statutes requires the appointment of an attorney for a child in an abuse and neglect proceeding; and

WHEREAS, Washoe Legal Services has provided legal representation to children in Washoe County’s Child Protective Services program under the jurisdiction of the Family Court since 2002; and

WHEREAS, pursuant to chapter 19 of the Nevada Revised Statutes, WLS is designated as a recipient of recorder filing fee surcharges to provide, in part, child advocacy services to 100% of minors in the custody of County as the result of abuse or neglect as required by SB 305 passed during the 79th session of the Nevada Legislature; and

WHEREAS, recorder filing fees, combined with County funding supports the required representation for child advocacy services by attorneys for all minors in the custody of County, and

WHEREAS, on February 27, 2018 the Board of County Commissioners adopted Ordinance #1612 increasing the recorders fee to \$6 effective April 1, 2018 in response to, and allowable by SB 305, passed during the 79th Session of the Nevada Legislature requiring 100% representation of abused and neglected children by October 1, 2017; and

NOW, THEREFORE, the parties agree as follows:

1. Obligations Provided by Statute: Chapter 432B of the Nevada Revised Statutes allows the appointment of an attorney and requires the appointment of a guardian ad litem to represent a child in an abuse and neglect proceeding. Washoe County, as the government unit with the responsibility for child welfare services, acknowledges that it is the entity obligated to ensure that these appointments are made and the services provided to children.
2. Assumption of Statutory Obligations by WLS: In consideration of the payments set forth in paragraph three below, WLS, to the extent grant and contract funding is sufficient, hereby agrees to provide the services described in this Agreement in order to meet the obligations established by chapter 432B from July 1, 2018 to June 30, 2021.
3. Amount of Compensation to be Paid: In consideration of child advocacy services provided by WLS pursuant to chapter 432B, County agrees to pay WLS \$226,014 for the

provision of said services for each year of this agreement. The payments shall be made to WLS on a quarterly basis at the address set forth below in four equal payments during the fiscal year, with payment due within twenty-five days of the end of a quarter.

4. Term of Agreement: This Renewal Agreement shall be effective on July 1, 2018 and shall remain in effect for a period of three (3) years. The Agreement may be renewed for additional term upon written agreement of both parties entered into before the expiration date of June 30, 2021. This Agreement may be terminated immediately if WLS fails to perform its obligation hereunder, upon thirty days written notice by County given in accordance with paragraph eight below and a subsequent failure to cure by WLS within a reasonable period of time.

5. Relationships Created: The parties understand and agree that no attorney client relationship is created under this Agreement between WLS and County. It is the intention of the parties only that WLS shall provide the services and assistance outlined in this Agreement, and that the only attorney client relationship that arises from the services provided hereunder shall be between the attorney employed by WLS and the child represented.

6. Procedure for Provision of Services: The obligation of WLS to provide child advocacy services hereunder shall accrue upon appointment to a child dependency case by the Family Court and shall continue until an order is entered by the Court relieving WLS of its obligation or the case is dismissed. Additionally, WLS shall represent all minors in the custody of Washoe County Social Services who are the subject of involuntary mental health commitment proceedings.

7. Indemnification and Insurance Requirements: County has established specific indemnification and insurance requirements for contracts and agreements for professional services to help assure that reasonable insurance coverage is maintained. Exhibit A is attached hereto and incorporated herein by reference. All conditions and requirements identified in this exhibit shall be completed prior to the provision of any services under this Agreement.

8. Notices: Any notice to be provided to a party to this Agreement shall be made by ordinary mail (effective three days after deposit in an approved U.S. Mail facility), or by hand delivery as follows:

To County: Washoe County Manager
P.O. Box 30083
Reno, Nevada 89520

To Washoe Legal Services: Executive Director
650 Tahoe Street
Reno, Nevada 89509

9. Condition of Funding For Enforcement of Agreement: As required by N.R.S. 244.320 and N.R.S. 354.626, the parties acknowledge that the participation of County in this Agreement is contingent upon the appropriation of public funds to support the activities described herein and that the Agreement will terminate if the appropriation of funds does not occur. In this event, immediate written notice of termination will be given in accordance with paragraph eight above.

10. Sole Agreement: This Agreement contains all the commitments and agreements of the parties, and oral or written commitments not contained herein shall have no force or effect to alter any term or condition of this Agreement, unless modified in accordance with paragraph eleven below.

11. Amendment: This Agreement may be amended or modified only by the mutual written agreement of the parties which has been ratified in accordance with law.

12. Severability: In case any one or more of the terms, sentences, paragraphs or provisions contained herein shall for any reason be held to be invalid, illegal, or non-enforceable, in any respect, such invalidity, illegality, or non-enforceability shall not affect any other terms, sentences, paragraphs, or provisions and this Agreement shall be construed as if such invalid, illegal, or non-enforceable provision had never been contained herein.

13. Waiver: A waiver of any breach of any provision of this Agreement by any party shall not be construed to be a waiver of any preceding or succeeding breach.

14. Governing Law; Venue: This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of Nevada and venue for any action based upon its terms and the parties' performance thereunder shall be in the Second Judicial District Court of Washoe County.

IN WITNESS WHEREOF, the parties have set their hands with the intent to be bound.

WASHOE COUNTY

WASHOE LEGAL SERVICES

By: _____
Marsha Berkbigler, Chair

By: _____
Executive Director

ATTEST:

County Clerk