

AGREEMENT IN SUPPORT OF PRO-BONO AND LOW-COST LEGAL SERVICES FOR ELDERLY

THIS AGREEMENT IN SUPPORT OF PRO BONO AND LOW COST LEGAL SERVICES FOR ELDERLY (“Agreement”), is entered into this 13th day of November, 2018 and is effective immediately by and between WASHOE LEGAL SERVICES, a Nevada non-profit corporation (hereinafter called the “LEGAL SERVICES AGENCY”), and WASHOE COUNTY, NEVADA, through its Human Services Agency (hereinafter called “COUNTY”).

WITNESSETH,

WHEREAS, COUNTY desires to support the availability of *pro bono* and low cost legal services for the elderly in Washoe County, as well as the efficient use of COUNTY resources in support of quality legal services to the elderly, such as defined in Attachment A to this Agreement; and

WHEREAS, COUNTY desires to provide grant funding to support those legal services for seniors in Washoe County over the age of 60; and

WHEREAS, LEGAL SERVICES AGENCY is competent, licensed and capable of satisfying COUNTY’s objectives in Attachment A as well as applicable local, state and federal laws, and desires to receive the COUNTY’s financial in the provision of those legal services to Washoe County’s qualifying senior population.

NOW, THEREFORE, based upon the foregoing recitals, which are incorporated herein, and in consideration of the mutual promises and benefits to be exchanged and provided, the parties hereto mutually agree as follows:

- (1) **Agreement.** COUNTY agrees to deliver the above-referenced financial support to LEGAL SERVICES AGENCY and LEGAL SERVICES AGENCY hereby agrees to provide the services described in, and to use and apply the COUNTY support in compliance with the conditions and objectives set forth in, this Agreement and Attachment “A”, attached hereto and incorporated into this Agreement.
- (2) **Term.** Upon authorization, this contract terminates June 30, 2019, unless terminated earlier as provided herein.

This contract may be extended for one additional year by the COUNTY Commission contingent upon adequate funding, compliance with this Agreement and LEGAL SERVICES AGENCY’s receipt of Nevada Aging and Disability Services Division legal services grants for Fiscal Year 19/20. Such renewal terminates on June 30, 2020, unless terminated earlier as provided herein.

- (3) **Compensation.** COUNTY agrees to grant to LEGAL SERVICES for both fiscal years 18-19 and 19-20 the amount of the actual applicable court filing fees for elderly legal services received by the County pursuant to Nevada Revised Statutes, approximate annual amount not to exceed \$65,000 per year, in support of pro-bono and low-cost guardianship ward representation for elderly wards as well as other pro-bono legal services for the elderly. The parties agree that no ad valorem funds will be granted to LEGAL SERVICES AGENCY for these two fiscal years. LEGAL SERVICES AGENCY shall deliver to COUNTY a detailed legal services proposal within 30 calendar days of the date of this Agreement. The proposal will include the type of services to be provided utilizing this grant of court filing fees, common standards for quality and performance, level and type of staff, measurable objectives, amount of funding for each service type, and other information necessary to evaluate the proposal. COUNTY management may reject in writing, within 10 calendar days of receipt of the proposal, any part or all of the proposal, in which case LEGAL AGENCY agrees not to apply any of this grant of court filing fees to the part rejected. This grant shall be used strictly for expenses incurred in direct representation and legal counseling of seniors as set forth in the proposal and approved by COUNTY. Said expenses may include ordinary expenses of associated support services and equipment. These legal services and expenses shall be exclusive of legal services and expenses provided and incurred by LEGAL SERVICES AGENCY to meet requirements of any other sources of revenue received by LEGAL SERVICES AGENCY
- (4) **Method of Payment.** COUNTY will distribute monthly the applicable filing fees then received by the COUNTY after the 15th of each month.
- (5) **Changes.** COUNTY may from time to time require changes in the scope of services of the LEGAL SERVICES AGENCY to be performed hereunder. Such changes will occur as mutually agreed upon in writing by the parties.
- (6) **Services and Materials to be Furnished by COUNTY.** COUNTY shall furnish the LEGAL SERVICES AGENCY with all available necessary information, data, and material pertinent to the execution of this Agreement. COUNTY shall cooperate with the LEGAL SERVICES AGENCY in carrying out the work herein, including promotion and outreach, workshop space, centralized screening and other tasks to support LEGAL SERVICES AGENCY in performing its duties under the contract.
- (7) **Termination of Agreement.** Either party may terminate this Agreement without cause by written notice. A Notice of Termination will be deemed effective 5 days after personal delivery or 7 days after mailing by U.S. Mail, postage prepaid. In the event of termination LEGAL SERVICES AGENCY shall promptly submit to COUNTY all reporting and accounting documents required under this Agreement within 15 days after the effective day of any written Notice of Termination.

- (8) **Reporting.** The LEGAL SERVICES AGENCY shall, at such time and in whatever form as COUNTY may require, provide monthly reports on the performance of the LEGAL SERVICES AGENCY duties under the terms of this Agreement to the Senior Services Department Director and delegates, and report on its performance of Ward Representation legal services for elderly paid by other grants and funding sources.
- (9) **Records.** LEGAL SERVICES AGENCY shall use an approved legal services case management system for all client service tracking and complete all client demographic and data reporting required by Nevada Aging and Disability Services Division.

LEGAL SERVICES AGENCY will allow COUNTY access to and copies of its applications for other funding requests for Ward Representation legal services, including levels of service, grant awards and other information COUNTY deems necessary.

- (10) **Completeness of Contract.** Except as otherwise provided herein, this contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.
- (11) **When Rights and Remedies Not Waived.** In no event shall the making by COUNTY of any payment to the LEGAL SERVICES AGENCY constitute or be construed as a waiver by COUNTY of any breach of covenant, or any default which may exist on the part of the LEGAL SERVICES AGENCY and the making of any such payment by COUNTY while any such breach or default shall exist in no way impairs or prejudices any right or remedy available to COUNTY in respect to such breach or default.
- (12) **Personnel.** LEGAL SERVICES AGENCY's employees selected to provide the services required under this Agreement shall meet the following criteria:
- a) Attorneys are licensed by and in good standing with the State Bar of Nevada;
 - 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 commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements.;
 - 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 (ii) above;
- (13) **Indemnification and Insurance.** COUNTY has established specific indemnification and insurance requirements to help ensure that reasonable

insurance coverage is maintained. Indemnification and hold harmless clauses are intended to ensure that you are aware of and accept the responsibility for losses or liabilities related to your activities. Attachment B is attached and included by reference. All conditions and requirements identified in this Attachment shall be completed prior to the commencement of any work under this Agreement.

- (14) **Confidentiality.** The LEGAL SERVICES AGENCY'S employees assigned to carry out the activities of this Agreement shall maintain the confidentiality of clients as outlined in the Nevada Supreme Court Rules of Professional Conduct.
- (15) **Assignability.** The parties hereby agree that LEGAL SERVICES AGENCY may not assign, convey or transfer its interest, rights and duties under this Agreement.
- (16) **Notices.** Any notices, bills, invoices, or reports required by this Agreement shall be sufficient if delivered in person or sent by the parties in the United States mail, postage paid, to the addresses noted below:

For Washoe County:
Amber Howell, Director
Washoe County Human Services Agency
PO box 11130
Reno, NV 89520

For Washoe Legal Services:
James Conway, Esq., Director
Washoe Legal Services
299 South Arlington Ave.
Reno, NV 89501

- (17) **Limited Liability.** COUNTY 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 COUNTY'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) **Severability.** Any provision in this Agreement that is prohibited or unenforceable under state or federal law shall be ineffective to the extent of such prohibitions or unenforceability, without invalidating the remaining provisions hereof. Also, the non-enforcement of any provision by either party to this Agreement shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or the remainder of this Agreement.
- (19) **Governing Law and Venue.** The laws of the State of Nevada shall govern this Agreement. All parties hereto consent to the personal jurisdiction of the state

court in Washoe County, Nevada and to the service of process by any means authorized by such court or under the laws of the State of Nevada. The exclusive venue of any action or proceeding arising out of or in connection with this Agreement shall be Washoe County, Nevada.

- (20) **Third Party Beneficiary Rights** This Agreement is not intended to create any third party beneficiary rights in any person not a party hereto.

IN WITNESS WHEREOF, COUNTY and the LEGAL SERVICES AGENCY have executed this agreement as of the date first written above.

WASHOE LEGAL SERVICES
"LEGAL SERVICES AGENCY"

WASHOE COUNTY
"COUNTY"

By: _____
Name: _____
Board Chair

By: _____
Marsha Berkbigler, Chair
Board of Commissioners

Date: _____

Date: _____

Attest:

County Clerk

State of Nevada
County of Washoe

This Agreement signature was acknowledged before me on _____, 2018
by _____, the Chair of the Board of LEGAL SERVICES AGENCY.

NOTARY

ATTACHMENT A

PRO BONO LEGAL SERVICES FOR THE ELDERLY

Scope of Work and Standards

Washoe Legal Services (LEGAL SERVICES AGENCY) agrees to meet and satisfy Washoe County's following standards:

1. Be a current recipient of, and maintain compliance with, Nevada Aging and Disability Services Division (ADSD), Older Americans Act and/or Nevada Independent Living Grant funds for legal assistance for seniors, and further in compliance with ADSD General Requirements and Ward Representation Service Specifications (www.nvaging.net);
2. Maintain sufficient staffing and capacity, including employing attorneys licensed in the State of Nevada, to provide Ward Representation services.
3. Maintain compliance with Federal Grant Management fiscal and program standards related to any public funding received, and provide assurance of its current status.
4. Make annual audits and fiscal reports available to the Washoe County Senior Services Department, upon request;
5. Provide best efforts to regularly apply for funding from the same as and consistent with current Washoe County Senior Law Project funding sources, and maintain grants and funding contracts with due diligence.
6. Subject to Court appointment LEGAL SERVICES AGENCY will provide Ward Representation Services to at a minimum 63 senior according to standards set by Nevada Aging and Disability Services Division grant service specifications.
 - a. A variance from performance of these goals may be allowed by the COUNTY.
7. Hours of operation shall be the regular business hours of LEGAL SERVICES AGENCY.
8. Solicit and oversee Pro Bono services from Washoe County Bar and local attorneys to meet Senior Law priority service needs.
9. COUNTY will review LEGAL SERVICES AGENCY's progress toward goals:
 - a. COUNTY and LEGAL SERVICES AGENCY will meet quarterly to review programmatic, performance, facility and operational issues, as well as plans to increase services to meet the future needs of seniors;
 - b. LEGAL SERVICES AGENCY will refer clients in need of assistance with non-legal services and public benefits to COUNTY Senior Services program and other community social service programs; accept referral of clients needing legal assistance from same agencies;
 - c. COUNTY and LEGAL SERVICES AGENCY will review possible collaborative efforts including application for grants and development of new initiatives for seniors;

- d. COUNTY will collaborate with Nevada Aging and Disability Services Division on services for seniors.

ATTACHMENT B

INSURANCE, HOLD HARMLESS AND INDEMNIFICATION REQUIREMENTS

PROFESSIONAL LIABILITY

LEGAL SERVICES AGENCY is responsible for maintaining LEGAL SERVICES AGENCY'S professional liability insurance for work performed on behalf of COUNTY. LEGAL SERVICES AGENCY agrees to indemnify and hold harmless COUNTY, its officers, agents, employees, and volunteers from and against any and all claims, demands, defense costs, or liability to the extent caused by LEGAL SERVICES AGENCY'S negligent acts, errors or omissions in the performance of LEGAL SERVICES AGENCY'S services under the terms of this agreement.

LEGAL SERVICES AGENCY further agrees to defend COUNTY and assume all costs, expenses and liabilities of any nature to which COUNTY may be subjected as a result of any claim, demand, action or cause of action arising out of the negligent acts, errors or omissions of LEGAL SERVICES AGENCY in the performance of its services under the Agreement.

GENERAL LIABILITY

LEGAL SERVICES AGENCY agrees to provide coverage for its staff assigned to perform the services under this contract for general liability and agrees to indemnify, defend (at COUNTY'S option), and hold harmless COUNTY, its officers, agents, employees, and volunteers from and against any claims for injuries to persons or damages to property which may arise from or in connection with the performance of LEGAL SERVICES AGENCY'S work under this agreement.

INDUSTRIAL INSURANCE

COUNTY requires that LEGAL SERVICES AGENCY maintain Industrial Insurance (Workers' Compensation) for all of its employees providing service under this agreement. The cost of such insurance shall be borne by LEGAL SERVICES AGENCY. Prior to receiving any payment pursuant to this agreement LEGAL SERVICES AGENCY shall provide COUNTY with a certificate issued by an insurer in accordance with NRS 616B.627 and NRS 617.210.

MINIMUM LIMITS OF INSURANCE

LEGAL SERVICES AGENCY shall maintain coverage and limits no less than:

1. Professional Liability: \$1,000,000 per occurrence and as an annual aggregate. Premium costs incurred to increase insurance levels to meet minimum contract limits shall be borne by LEGAL SERVICES AGENCY at no cost to the COUNTY. LEGAL SERVICES AGENCY will maintain professional liability insurance during

the term of this Agreement and for a period of three (3) years from the date of substantial completion of the project if available and affordable. The unavailability and/or unaffordability of coverage must be demonstrated by LEGAL SERVICES AGENCY to COUNTY. In the event that LEGAL SERVICES AGENCY goes out of business during the term of this Agreement or the three (3) year period described above, LEGAL SERVICES AGENCY shall purchase at the request and expense of COUNTY, if available, Extended Reporting Coverage for claims arising out of LEGAL SERVICES AGENCY'S negligent acts, errors and omissions committed during the term of the Lawyers Professional Liability Policy.

2. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be increased to equal twice the required occurrence limit or revised to apply separately to this project or location.
3. Automobile Liability: \$500,000 combined single limit per accident for bodily injury and property damage. No aggregate limit may apply. .

OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability Coverages

- a. COUNTY, its officers, agents, employees and volunteers are to be covered as additional insureds as respects: liability for injury or damage to property arising out of activities performed by LEGAL SERVICES AGENCY.
- b. LEGAL SERVICES AGENCY'S insurance coverage shall be primary insurance for COUNTY, its officers, agents, employees and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, agents, employees or volunteers shall be excess of LEGAL SERVICES AGENCY'S insurance and shall not contribute with it in any way.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to COUNTY, its officers, agents, employees or volunteers.
- d. LEGAL SERVICES AGENCY'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- e. LEGAL SERVICES AGENCY'S insurance coverage shall be endorsed to state that coverage shall not be suspended, voided, canceled or

non-renewed by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to COUNTY except for nonpayment of premium.

VERIFICATION OF COVERAGE

LEGAL SERVICES AGENCY shall furnish COUNTY with certificates of insurance and with original endorsements affecting coverage required by this exhibit. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

MISCELLANEOUS CONDITIONS

1. LEGAL SERVICES AGENCY shall be responsible for and remedy all damage or loss to any property, including property of COUNTY, caused in whole or in part by LEGAL SERVICES AGENCY.
3. COUNTY may terminate the agreement if LEGAL SERVICES AGENCY fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required: