

AGREEMENT IN SUPPORT OF FOOD SECURITY SERVICES FOR VULNERABLE POPULATIONS IN WASHOE COUNTY

THIS AGREEMENT IN SUPPORT OF FOOD SECURITY SERVICES FOR VULNERABLE POPULATIONS IN WASHOE COUNTY ("Agreement"), is entered into this ____ day of _____, 20__ and is effective immediately by and between FOOD BANK OF NORTHERN NEVADA, **DUNS Number 167258326**, a Nevada non-profit corporation (hereinafter called the "AGENCY"), and WASHOE COUNTY, NEVADA, through its Human Services Agency(hereinafter called "COUNTY").

WITNESSETH,

WHEREAS, COUNTY desires to support the availability of food for vulnerable populations in Washoe County, as well as wishes to ensure the efficient use of COUNTY resources in support of food pantry services, such as defined in Attachment A to this Agreement; and

WHEREAS, COUNTY desires to provide indigent funding through a grant to the AGENCY to support access to food services to vulnerable populations; and

WHEREAS, the Grantee's legal status is as a recognized IRC 501(c) 3 nonprofit corporation, the Grantee is in good standing in its state of formation, and the Grantee agrees to provide the County with a certificate of good standing as a condition concurrent to this Agreement, or, AGENCY is a government agency; and

WHEREAS, in consideration of receipt of this funding, the AGENCY agrees to abide by the terms and conditions of this Agreement.

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 financial support to AGENCY and AGENCY hereby agrees to provide the services described in, and to use 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.** This contract is effective upon signature of the parties and shall terminate June 30, 2019, unless terminated earlier as provided herein.
- (3) **Compensation.** COUNTY agrees to grant to AGENCY the sum of \$75,000 from Indigent Funds. This grant shall be used strictly for expenses incurred in providing direct services to address food insecurity to the vulnerable populations

of Washoe County, together with ordinary expenses of associated support services and equipment, and expenses provided and incurred by AGENCY to meet the requirements of any other sources of revenue received by AGENCY.

- (4) **Method of Payment.** COUNTY will distribute the grant funds in installments upon receipt of monthly reports as identified in Section 7 Reporting, as identified in Attachment A "Program Measurable Outcomes", on the performance of the AGENCY duties under the terms of this Agreement.
- (5) **Changes.** COUNTY may from time to time require changes in the scope of services of the AGENCY to be performed hereunder. Such changes will occur as mutually agreed upon in writing by the parties.
- (6) **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 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.
- (7) **Reporting.** The AGENCY shall, at such time and in whatever form as COUNTY may require, provide monthly reports, as identified in Attachment A "Program Measurable Outcomes", on the performance of the AGENCY duties under the terms of this Agreement to the Human Services Agency Director and delegates, and report on its performance of transportation services for vulnerable populations paid by other grants and funding sources.
- (8) **Records.** AGENCY shall use an approved case management system for all client service tracking and complete all client demographic and data reporting required by the County.

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

- (9) **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.
- (10) **When Rights and Remedies Not Waived.** In no event shall the making by COUNTY of any payment to the 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 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.

- (11) **Personnel.** AGENCY's employees selected to provide the services required under this Agreement shall abide by all requirements of the County.
- (12) **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.
- (13) **Confidentiality.** The AGENCY'S employees assigned to carry out the activities of this Agreement shall maintain the confidentiality of clients.
- (14) **Assignability.** The parties hereby agree that AGENCY may not assign, convey or transfer its interest, rights and duties under this Agreement.
- (15) **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, or via email to the addresses noted below:

For Washoe County:
Amber Howell
Director
350 South Center Street
Reno, NV 89512
ahowell@washoecounty.us

For Food Bank of Northern Nevada:
Brian Edwards
Chief Financial Officer
Food Bank of Northern Nevada
550 Italy Dr
Sparks, NV 89434
775-284-8989

- (16) **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.

- (17) **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.
- (18) **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.
- (19) **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 AGENCY have executed this agreement as of the date first written above.

FOOD BANK OF NORTHERN NEVADA
"AGENCY"

By: _____
Al Brislain
President and CEO

Date: _____

State of Nevada
County of Washoe

WASHOE COUNTY
"COUNTY"

By: _____
Vaughn Hartung, Chair
Board of Commissioners

Date: _____

Attest:

County Clerk

This Agreement signature was acknowledged before me on _____, 2019
by _____, the Chair of the Board of AGENCY.

NOTARY

ATTACHMENT A

AGREEMENT IN SUPPORT OF FOOD SECURITY SERVICES FOR VULNERABLE POPULATIONS IN WASHOE COUNTY PROGRAM MEASURABLE OUTCOMES

Food Bank of Northern Nevada (AGENCY) agrees to meet and satisfy Washoe County's following standards:

The Agency shall do, perform and carry out, in a satisfactory and proper manner, as determined by County Staff, the following program measurable outcomes:

PROGRAM: The Food Bank of Northern Nevada (FBNN) provides assistance to over 95,000 individuals in Nevada in an effort to address food insecurities to the most vulnerable populations; families, children and seniors. The Washoe County Human Services currently provides services to over 150 Indigent individuals through its Crossroads Men's and Women programs. The County recently acquired property on the Northern Nevada Adult Mental Health Services campus (NNAMHS campus) to relocate 300 homeless women, children, families and post-partum mothers from the homeless shelter on Record Street. In an effort to address the food insecurity issues faced by these vulnerable populations, the Human Services Agency proposes to grant Washoe County Indigent Funds to the Food Bank of Northern Nevada to support access to food distribution services, i.e. food pantries, nutrition education, etc.; at the Crossroads and NNAMHS campus.

Monthly/Quarterly Reports: Monthly

Measurable Outcome

1. Agency will provide access to food pantries to vulnerable populations served by the Washoe County Human Services Agency (WCHSA) at locations designated by WCHSA. Locations may include:
 - a. The Northern Nevada Adult Mental Health Campus
 - b. The Crossroads Campus
 - c. Sober 24
 - d. Other locations designated by WCHSA.
2. Agency will provide access to food pantries to a minimum of 150 new clients per quarter who earn between 100% and 250% of the Federal Poverty Level.

Tracking Mechanism:

Monthly reports of number of food pantries helped and clients served. Monthly reports will include a value of food distributed to WCHSA clients. Reports shall identify demographic information of WCHSA clients served as identified by WCHSA

3. Agency will collaborate with and accept referrals from WCHSA to provide access to food pantries to address the food insecurities of vulnerable populations. Agency agrees to promote access to County funded food pantries at each of its distribution sites in Washoe County.

Tracking Mechanism:

Monthly reports of referrals received and services, copies of collateral material distributed at Agency serviced food pantries and number of promotional activities conducted.

PROCEDURAL REQUIREMENTS

- a. The County Staff will monitor the performance of the Agency against each of the program measurable outcomes listed herein.
- b. Substandard performance as determined by County staff will constitute non-compliance with this Contract. If action to correct such substandard performance is not taken by the Agency within a reasonable period of time after being notified by the County staff, contract suspension or termination procedures will be initiated.

ATTACHMENT B

INSURANCE, HOLD HARMLESS AND INDEMNIFICATION REQUIREMENTS

PROFESSIONAL LIABILITY

AGENCY is responsible for maintaining AGENCY'S professional liability insurance for work performed on behalf of COUNTY. 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 AGENCY'S negligent acts, errors or omissions in the performance of AGENCY'S services under the terms of this agreement.

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 AGENCY in the performance of its services under the Agreement.

GENERAL LIABILITY

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 AGENCY'S work under this agreement.

INDUSTRIAL INSURANCE

COUNTY requires that 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 AGENCY. Prior to receiving any payment pursuant to this agreement 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

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 AGENCY at no cost to the COUNTY. 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 AGENCY to COUNTY. In the event that AGENCY goes out of

business during the term of this Agreement or the three (3) year period described above, AGENCY shall purchase at the request and expense of COUNTY, if available, Extended Reporting Coverage for claims arising out of 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: \$1,000,000 combined single limit per accident for bodily injury and property damage. No aggregate limit may apply. Not sure this will apply-unless to client meetings mediations etc.

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 AGENCY.
- b. 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 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. 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. 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

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. 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 AGENCY.
3. COUNTY may terminate the agreement if AGENCY fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required: