

## **WORK PROGRAM VOLUNTEER AGREEMENT**

This Volunteer Agreement is made by and between the County of Washoe, a political subdivision of the State of Nevada, by and through the Department of Juvenile Services, (Department) and the Boys and Girls Club of Truck Meadows (BGC).

### **WITNESSETH**

WHEREAS, the Department has established a supervised work program whereby certain juveniles can perform community services.

WHEREAS, the BGC would benefit from the community services of the work crew at the Donald W. Reynolds Facility, the William N. Pennington Facility and Bresson Avenue Facility.

WHEREAS, the Department and the BGC mutually desire to enter into an Agreement for these purposes;

NOW, THEREFORE, the parties agree as follows:

1. The Department agrees to provide available work crews to perform community services on a volunteer basis (volunteer services) at the request of the BGC at the Donald W. Reynolds Facility, the William N. Pennington Facility and the Bresson Avenue Facility.
2. The volunteer services will be made upon written request of the BGC, however, the performance of the volunteer services will be at the discretion of the Department based upon available work crews.
3. The BGC will designate the location where work is to be performed, subject to the approval by the Department. The Department reserves the right to refuse to work in any location.
4. The Department shall provide for transportation and supervision of the work crews. The BGC shall provide any equipment to perform volunteer services. No work will be without adult supervision.
5. The parties agree that no payment shall be provided for the volunteer services rendered under this Agreement.
6. BGC may, in its discretion, request immediate removal from its premises any juvenile imposes an unreasonable risk of harm to BGC personnel, clients, property or to him/herself, or who violates BGC policies, regulations or procedures despite warning.

7. The Department may, in its discretion, cease volunteer services at any time, for any reason and leave BGC premises.

8. The Department will be responsible for the conduct and actions of its employees, agents and persons the Department has a duty to direct and control. The Department, to the extent permitted by law, agrees to indemnify, defend and hold harmless the BGC, its employees or agents from any claim, loss or lawsuit arising out of the performance of this Agreement resulting from the negligent or intentional acts or omissions of the Department, its employees, agents or persons the Department has a duty to direct and control unless such claim is based, in whole or in part, on any act or omission of the BGC or its employees or agents. In the event of a claim or lawsuit against the BGC arising out of the acts or omissions of the Department, its employees agents or persons whom the Department has a duty to direct and control, the Department shall defend or resolve the claim at no expense to the BGC, or if the Department is unable to defend the BGC, the Department shall reimburse the BGC, its officers, employees and agents in defending such action at its conclusion should it be determined that the basis for the action was in fact the negligent or intentional acts or omissions of the Department, its employees, agents or persons whom the Department has a duty to direct and control.

9. The BGC acknowledges that some damage to its property may occur during the performance of the services under this Agreement, therefore, the BGC waives any claim for damage to its property as a result of the performance of such services by the Department, its employees, agents or persons the Department has a duty to direct and control unless the damage is caused by the intentional or willful acts by the Department, its employees, agents or persons whom the Department has a duty to direct and control.

10. The BGC, to the extent permitted by law, agrees to indemnify, defend and hold harmless the Department, its employees, agents and persons the Department has a duty to direct and control against claims, lawsuits or losses resulting from the negligent or intentional acts or omissions, of BGC, its employees or agents. In the event of a claim or lawsuit against the Department arising out of the acts of the BGC, its employees or agents; the BGC shall defend or resolve the claim at no expense to the Department, or if the BGC is unable to defend the Department, the BGC shall reimburse the Department, its officers, employees and agents in defending such action at its conclusion should it be determined that the basis for the action was in fact the negligent or intentional acts or omissions of the BGC, its employees or agents.

11. Either party may terminate this Agreement with or without cause by giving the other party written notice of the intent to terminate. The notice must specify the date upon which the termination will be effective, which date may not be less than 30 calendar days from the date of mailing of the notice.

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12. All notices required under this Agreement shall be in writing and mailed, postage prepaid, addressed to the designated representative of the respective parties:

DEPARTMENT: Frank Cervantes, Director fcervantes@washoecounty.us Washoe County Department of Juvenile Services 650 Ferrari McLeod Blvd. Reno, Nevada 89512	BGC: Mike Wurm mwurm@bgctm.org 2680 E. Ninth Street Reno, Nevada 89512
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13. This Agreement shall be governed, interpreted and construed in accordance with the laws of Nevada. If any provision of this Agreement shall be held or declared to be void or illegal for any reason, all other provisions of the agreement, which can be given effect without such void or illegal provision, shall remain in full force and effect.

14. This agreement may not be assigned or amended without the consent of the parties.

15. This Agreement shall become effective upon execution and shall remain in effect for a period of two years, unless terminated by either party for any reason.

16. Neither party intends any employment relationship to be created from this Agreement either now or any time in the future.

Boys and Girls Club	Washoe County
By: _____	By: _____ Chair, Washoe County Commission
Dated: _____	Dated: _____
	ATTEST:
	By: _____ Washoe County Clerk