

AGREEMENT FOR VOCA GRANT VICTIM SERVICES COORDINATOR (CONTRACTOR)

THIS AGREEMENT is entered into by and between the COUNTY OF WASHOE, a political subdivision of the State of Nevada ("County") and Megan Lucey, Esq. herein referred to as "Contractor."

WITNESSETH

WHEREAS, the County has determined there is a need for a VOCA Grant Victim Services Coordinator (Contractor) to successfully provide specialization in advocacy for victims of crime focusing on senior exploitation, victims of child abuse and child welfare legislation and;

WHEREAS, the County has reviewed the goods and services which can be provided by the Contractor and found that obtaining those goods or services will be beneficial to fulfilling the needs of Washoe County as they relate to the administration and oversight of the VOCA subgrant and;

WHEREAS, the County and the Contractor desire to enter into a formal agreement setting forth their responsibilities and liabilities in regard to provision of such goods and services;

NOW THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, it is hereby agreed by and between the parties as follows.

TERM

1. This Agreement shall become effective July 1, 2020 and continue in full force and effect through June 30, 2021, with a provision for two (2) one (1) year extensions from July 1, through June 30 of the respective year at the discretion of the County and subject to negotiations and continued funding or until this Agreement is terminated pursuant to paragraphs 13 or 18, whichever date shall first occur.

OBLIGATIONS OF CONTRACTOR

2. The Contractor shall work collaboratively with the County to provide a variety of services as outlined below:

- Administration of VOCA Subgrant
 - Utilizing knowledge of law surrounding vulnerable populations which include children, adults and seniors as well as specific knowledge of VOCA, contractor will coordinate and communicate VOCA victim's services program activities with internal and external County staff and partners which includes the research and maintenance of applicable information and guidance, both state and federal, regarding VOCA allowable activities as well as special projects around related areas.
 - Assess victim services' program needs, monitor programs and implement program enhancements; analyze and assist with newly enacted legislation, barriers to adoption, a pilot program within the specialty courts and expansion and review of the Temporary

Assistance for Disabled Seniors (TADS) Program, focusing on senior victimization and resources for seniors who become in need of services and resources.

- Prepare and justify recommendations for revisions and modifications to VOCA budget in conjunction with program needs, development, implementation and evaluations to better achieve department/program goals and objectives; and, meet and/or assist program staff in meeting program objectives; and, meet and/or assist program staff in meeting grant objectives through data evaluation.
- Oversight of VOCA Subgrant
 - Contractor will serve as primary resource for information regarding victims' services for WCHSA, including policies, procedures, objectives and operational functions of assigned area(s).
 - Contractor will interpret related regulations, policies and procedures; make decisions requiring specialized knowledge of technical practices and precedents regarding victim's service program grant compliance oversight; provide monthly status reports; and, oversee the VOCA budget and program expenditures as necessary and related to victims' services.
- Monitoring and Compliance of VOCA Subgrant Activities
 - Contractor will monitor and supervise professional service agreements that might be awarded as part of the VOCA sub grant; plan for and coordinate required grant reporting processes and prepare and submit required grant reports and requests for funds as necessary, to the awarding agency; ensure that the Department complies with and meets general and technical requirements of the VOCA sub grant as it relates to victim's services and, review program expenditures to ensure compliance and adherence to VOCA guidelines specifically related to victim's services.
- Contractor shall submit invoices for time worked/services performed no later than 30 days after the end of each month and must be executed under penalty of perjury by an official of the Contractor who is empowered by the Contractor to enter into Agreements on its behalf.
- Failure to timely submit a monthly report or invoice in accordance with this section is a material breach of this Agreement and is grounds for nonpayment of an invoice/report, in whole or in part, or termination of the entire Agreement.

3. Reports. The County shall timely review each monthly invoice/report submitted by the Contractor and shall approve or disapprove payment in full or in part within 30 days after it is received. If an invoice/report is approved in full, the County shall pay to the Contractor an amount in accordance with the provisions set forth in this document.

If an invoice/report is approved in part, the County shall pay to the Contractor the portion of the maximum amount which represents the approved portions of the report, and the County shall have no obligation to pay the remainder unless it subsequently approves the disapproved portions of the invoice/report. The total payments made by the County to Contractor shall not exceed the maximum amount set forth in Section 9 of this Agreement.

The County shall not unreasonably withhold approval of payment of monthly invoices/reports; however, the County has the right to request the Contractor provide more specific information about the services provided.

If the invoice/report submitted by the Contractor lacks specificity regarding services provided, or lacks evidence supporting the claimed provision of services by the Contractor, or if the Contractor has failed to submit a written report, the County shall have the authority to withhold approval of payment of all or part of that invoice/report. The County will inform the Contractor in writing of the specific reasons for disapproval and the Contractor shall have 10 days in which to provide the County with the requested information.

4. Notification of Change of Key Personnel. The Contractor shall notify the County in writing of any change in key personnel employed by the Contractor who actively perform services pursuant to the Agreement.

5. Indemnification/Hold Harmless. Washoe County has established specific indemnification and insurance requirements for agreements/contracts to help ensure that reasonable insurance coverage is maintained. These requirements are set forth in Exhibit "A" which is attached hereto and incorporated by reference. Indemnification and hold harmless clauses are intended to ensure that the parties contracting with the County accept and are able to pay for the loss or liability related to their activities. All conditions and requirements identified in Exhibit A shall, except as otherwise agreed in writing between the parties, be completed prior to any payment under this Agreement.

6. Discrimination. In connection with the performance of its obligations under this Agreement, the Contractor shall not discriminate against any of its employees, agents or any person applying to the Contractor for its services because of race, creed, religion, color, sex, sexual orientation, persons with disabilities, age or national origin.

7. Background Investigation: Each employee of Contractor shall submit to a full background investigation pursuant to NRS 179.180 et seq, which includes a criminal history check and finger printing. Employee or the Contractor shall be responsible for any cost of the investigation. The discovery of any employee with (a) an undisclosed conviction for a sexual or sexually related offense or a conviction based on an arrest or initial charge for a sexual or sexually related offense; and/or (b) an undisclosed pending arrest or initial charge of a sexual offense or sexually related offense which has not resulted in conviction and was not disclosed may be grounds for immediate termination of this Agreement without prior notice by the County. The arrest, initial charge or conviction of any employee of Contractor for a sexual offense or sexually related during the term of this Agreement may be grounds for immediate termination of this Agreement without prior notice by the County.

OBLIGATIONS OF COUNTY

8. Payment. During the term of this Agreement, and subject to all terms and conditions set forth herein, the County shall reimburse the Contractor an annual amount not to exceed SEVENTY FIVE THOUSAND DOLLARS (\$75,000). Payment shall be made in monthly installments as billed. Payment of any portion of that amount may be made by the County only after the County has approved the monthly invoice in accordance with Section 13, except that the first invoice may be a request for advance

payment and will not include a program report. The Contractor understands and agrees that failure to comply with any term or condition of this Agreement is a valid reason for the County to refuse to make any payment.

TERMINATION

9. Notice.

a. The County or the Contractor may terminate this Agreement at any time with or without cause. Except as provided in paragraph 18, termination shall be made by a written Notice of Termination, and shall become effective thirty (30) days after the receipt thereof by the non-terminating party. The notice shall be deemed received three days after mailing by regular U.S. mail or immediately upon personal delivery. Any such notice shall be served by mailing or personal delivery to the party's designee at the respective addresses:

COUNTY: Washoe County Human Services Agency
350 S. Center Street
Reno, NV 89501

CONTRACTOR: Megan Lucey, Esq.
10778 Ridgebrook Drive
Reno, Nevada 89521

b. Final Report. In the event this Agreement is terminated by either party, a final report of the type described in paragraph 3 must be prepared by Contractor within seven days after the effective date of the termination, setting forth all services provided by Contractor from the date of its last report up to and including the effective date of such termination.

MISCELLANEOUS PROVISIONS

10. Independent Contractor. It is intended by the parties hereto that the Contractor perform its obligations hereunder as an independent contractor and not as an agent or employee of the County. The Contractor is responsible for providing Industrial Insurance for its employees, withholding amounts of its employees' income tax and performing all other functions relative to its status as an independent contractor.

11. Assignment/Delegation. The rights and obligations of each party to this Agreement are not assignable. An assignment or delegation of any rights or obligations hereunder is a material breach of this Agreement, the sole and exclusive remedy of which is the termination of this Agreement.

12. Waiver. A waiver or any breach of any provision of this Agreement shall not be construed to be a waiver of any preceding or succeeding breach.

13. Merger/Amendment. This document, together with the attached Exhibit A, comprise 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.

14. Funding Out Clause. In the event no funds or insufficient funds are appropriated and budgeted in any fiscal year for the payments due to Contractor under this Agreement, the County will immediately notify Contractor of such occurrence. In such event, this Agreement shall immediately terminate, without penalty or expense to the County, except for any such funds, which are due and payable to Contractor hereunder, for which services have been rendered on or before the date of said notice from the County.
15. Authority. The person executing this Agreement on behalf of the Contractor certifies that he/she has the power and authority to bind the Contractor to the terms and conditions of this Agreement.
16. Compliance with Laws. The Contractor agrees at all times to comply with all applicable laws, ordinances and regulations of the governmental entities having jurisdiction over matters that are the subject of this Agreement.
17. Governing Law/Miscellaneous. This Agreement shall be governed, interpreted and construed in accordance with the laws of Nevada. The venue to resolve any dispute or interpretation matter arising out of this Agreement shall be in the state court located in Washoe County, Nevada. If any provision of this Agreement shall be held or declared void or illegal for any reason, all other provisions of this Agreement that can be given effect without such illegal provision shall nevertheless remain in full force and effect. The section headings in this Agreement are intended solely for convenience; they are not part of this Agreement and shall not affect its construction.
18. Byrd Anti-Lobbying Amendment. The Contractor agrees to conform to the regarding Influence/Lobbying Requirements as set forth in the Byrd Anti-Lobbying Amendment 31 U.S.C. 1352.
19. Equal Employment Opportunity. The Contractor will not discriminate against any employee or applicant for employment or individual receiving the benefit of Contractor services because of race, creed, religion, color, age, national origin, political affiliation, sex, sexual orientation, familial status, or disability (as provided in Section 504 of the Rehabilitation Act of 1973, as amended). The Contractor will take action to ensure that all applicants are considered equally. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Such action shall include individuals benefiting from program services/activities.
20. Vietnam Veterans. The Contractor agrees to comply with Section 402-Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era Act.
21. Clean Air Act. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act 42 U.S.C. 7401-7671q and the federal Water Pollution Control Act as amended 33 U.S.C. 1251-1387.
22. Debarment, Suspension and Other Responsibility Matters. The Contractor certifies to the best of its knowledge and belief that it and its principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- 2) 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;
- 3) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission or any other offenses enumerated in (b) above;
- 4) 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
- 5) Understands 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.

23. Americans with Disabilities Act. The Contractor agrees to comply with any federal regulations issued pursuant to the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973, as amended.

24. Hatch Act. Neither Contractor program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 15 of Title 5, United States Code.

25. Drug-Free Workplace Requirements. The Contractor agrees to conform to the guidelines set forth in the certification regarding Drug-Free Workplace Requirements. The Contractor certifies that it will provide a drug-free workplace by:

- 1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- 2) Establishing a drug-free awareness program to inform employees about:
 - a) The dangers of drug abuse in the workplace;
 - b) The grantee's policy of maintaining a drug-free workplace;
 - c) Any available drug counseling, rehabilitation, and employee assistance programs; and

- d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- 3) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (1);
- 4) Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant, the employee will:
 - a) Abide by the terms of the statement; and
 - b) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- 5) Notifying the agency within ten days after receiving notice under subparagraph (4) (b) from an employee or otherwise receiving actual notice of such convictions;
- 6) Taking one of the following actions, within 30 days of receiving notice under subparagraph (4) (b), with respect to any employee who is so convicted;
 - a) Taking appropriate personnel action against such employee, up to and including termination; or
 - b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- 7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).

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IN WITNESS WHEREOF, the parties hereto or a representative of either have set their hands and subscribed their signatures as of the date and year indicated.

COUNTY

By: _____

Mark Stewart

Purchasing and Contractor Manager

Date: _____

CONTRACTOR

By: _____

Megan Lucey, Esq.

Date: _____

Exhibit A

INSURANCE, INDEMNIFICATION AND HOLD HARMLESS REQUIREMENTS FOR SERVICE PROVIDERS

INTRODUCTION

Washoe County has established specific insurance and indemnification requirements for service providers contracting with the County. Indemnification and hold harmless clauses and insurance requirements are intended to assure that a service provider accepts and is able to pay for a loss or liability related to its activities.

ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW. IT IS HIGHLY RECOMMENDED THAT PROVIDERS CONFER WITH THEIR RESPECTIVE INSURANCE CARRIERS OR BROKERS TO DETERMINE THE AVAILABILITY OF INSURANCE CERTIFICATES AND ENDORSEMENTS AS PRESCRIBED AND PROVIDED HEREIN. IF THERE ARE ANY QUESTIONS REGARDING THESE INSURANCE REQUIREMENTS, IT IS RECOMMENDED THAT THE AGENT/BROKER CONTACT THE COUNTY RISK MANAGER DIRECTLY AT (775) 328-2071.

INDEMNIFICATION AGREEMENT

PROVIDER agrees to hold harmless, indemnify, and defend COUNTY, its officers, agents, employees, and volunteers from any loss or liability, financial or otherwise resulting from any claim, demand, suit, action, or cause of action based on bodily injury including death or property damage, including damage to PROVIDER'S property, caused by the omission, failure to act, or negligence on the part of PROVIDER, its employees, agents, representatives, or Subcontractors arising out of the performance of work under this Agreement by PROVIDER, or by others under the direction or supervision of PROVIDER.

In the event of a lawsuit against the COUNTY arising out of the activities of PROVIDER, should PROVIDER be unable to defend COUNTY due to the nature of the allegations involved, PROVIDER shall reimburse COUNTY, its officers, agents, and employees for cost of COUNTY personnel in defending such actions at its conclusion should it be determined that the basis for the action was in fact the negligent acts, errors or omissions of PROVIDER.

GENERAL REQUIREMENTS

PROVIDER shall purchase Industrial Insurance, General Liability, and Automobile Liability as described below. The cost of such insurance shall be borne by PROVIDER. PROVIDER may be required to purchase Professional Liability coverage based upon the nature of the service agreement.

INDUSTRIAL INSURANCE (Workers' Compensation)

It is understood and agreed that there shall be no Industrial Insurance coverage provided for PROVIDER or any Sub-consultant by COUNTY. PROVIDER agrees, as a precondition to the performance of any work under this Agreement and as a precondition to any obligation of the COUNTY to make any payment under this Agreement to provide COUNTY with a certificate issued by an insurer showing coverage in

accordance with NRS 6168.627 and NRS 617.210 for PROVIDER and any sub-contractors used pursuant to this Agreement.

If PROVIDER is a sole proprietor, coverage for the sole proprietor must be purchased and evidence of coverage must appear on the Certificate of Insurance. Such requirement may be waived for a sole proprietor who does not use the services of any employees, subcontractors, or independent contractors and completes an Affirmation of Compliance pursuant to NRS 6168.627.

Should PROVIDER be self-funded for Industrial Insurance, PROVIDER shall so notify COUNTY in writing prior to the signing of this Agreement. COUNTY reserves the right to approve said retentions and may request additional documentation financial or otherwise for review prior to the signing of this Agreement.

It is further understood and agreed by and between COUNTY and PROVIDER that PROVIDER shall procure, pay for, and maintain the above-mentioned industrial insurance coverage at PROVIDER'S sole cost and expense.

MINIMUM LIMITS OF INSURANCE

PROVIDER shall maintain limits no less than:

1. General Liability: \$1,000,000 combined single limit per claim 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 each project or location.
2. Automobile Liability: \$500,000 combined single limit per accident for bodily injury and property damage. No aggregate limits may apply.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the COUNTY Risk Management Division. COUNTY reserves the right to request additional documentation, financial or otherwise, prior to giving its approval of the deductibles and self-insured retention and prior to executing the underlying agreement. Any changes to the deductibles or self-insured retentions made during the term of this Agreement or during the term of any policy must be approved by the COUNTY Risk Manager prior to the change taking effect.

OTHER INSURANCE PROVISIONS

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

1. COUNTY, its officers, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of PROVIDER, including

COUNTY'S general supervision of PROVIDER ; products and completed operations of PROVIDER; premises owned, occupied or used by PROVIDER; or automobiles owned, leased, hired, or borrowed by PROVIDER. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY, its officers, employees or volunteers.

2. PROVIDER'S insurance coverage shall be primary insurance as respects COUNTY, its officers, employees and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, employees or volunteers shall be excess of PROVIDER'S insurance and shall not contribute with it in any way.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to COUNTY, its officers, employees or volunteers.
4. PROVIDER'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.
5. Each insurance policy required by this clause 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.

ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of no less than A-: VII. COUNTY, with the approval of the Risk Manager, may accept coverage with carriers having lower Best's Ratings upon review of financial information concerning PROVIDER and insurance carrier. COUNTY reserves the right to require that PROVIDER'S insurer be a licensed and admitted insurer in the State of Nevada, or on the Insurance Commissioner's approved but not admitted list.

VERIFICATION OF COVERAGE

PROVIDER 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. **All certificates and endorsements are to be addressed to the specific COUNTY contracting department and be received and approved by the COUNTY before work commences.** COUNTY reserves the right to require complete, certified copies of all required insurance policies, at any time.

SUBCONTRACTORS

PROVIDER shall include all Subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each Subcontractor. All coverages for Subcontractors shall be subject to all of the requirements stated herein.

MISCELLANEOUS CONDITIONS

1. PROVIDER shall be responsible for and remedy all damage or loss to any property, including property of COUNTY, caused in whole or in part by PROVIDER, any Subcontractor, or anyone employed, directed or supervised by PROVIDER.

2. Nothing herein contained shall be construed as limiting in any way the extent to which the PROVIDER may be held responsible for payment of damages to persons or property resulting from its operations or the operations of any Subcontractor under it.
3. In addition to any other remedies COUNTY may have if PROVIDER fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, COUNTY may, at its sole option:
 - a. Order PROVIDER to stop work under this Agreement and/or withhold any payments which become due PROVIDER hereunder until PROVIDER demonstrates compliance with the requirements hereof; or
 - b. Terminate the Agreement.