

AGREEMENT FOR PROVISION OF LEGAL SERVICES PROVIDED UNDER
NEVADA REVISED STATUTES 159, 159A and 432B

This agreement, is made and entered into this 6th day of May, 2021, by and between LYON COUNTY, a political subdivision of the State of Nevada (hereinafter "County") and WASHOE LEGAL SERVICES, a Nevada non-profit corporation (hereinafter "WLS"); and

WHEREAS, Chapters 432B and 159A of the Nevada Revised Statutes requires the Court to appoint an attorney to represent children in abuse and neglect proceedings and minor guardianship proceedings; and

WHEREAS, Chapter 159 of the Nevada Revised Statutes requires the Court to appoint an attorney to represent protected persons and proposed protected persons in adult guardianship proceedings; and

WHEREAS, WLS has obtained grant funds to partially provide child advocacy services and adult guardianship services in Lyon County and other underserved counties in northern Nevada; and

WHEREAS, as a condition of receipt and use of grant funds, the grantors require WLS have other funds to help fund the programs administered under the grants

NOW, THEREFORE, the parties agree as follows:

1. Obligations Provided by Statute: Chapter 432B of the Nevada Revised Statutes contemplates the appointment of an attorney to represent a child in abuse and neglect proceedings. Chapter 159 of the Nevada Revised Statutes contemplates the appointment of an attorney to represent protected persons and proposed protected persons in adult guardianship proceedings. County, as the government unit with the responsibility for child welfare and adult guardianship services, acknowledges that it is the entity obligated to ensure that these appointments are made.
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 the Agreement in order to meet the obligations established by chapters 432B, 159A and 159 from July 1, 2021 to June 30, 2023. WLS will staff a full-time, child-advocacy attorney in Lyon County to accept direct appointments from the District Judges.

Additionally, WLS will staff the adult guardianship proceedings with one of its four full-time adult guardianship attorneys who represent protected persons in adult guardianship proceedings throughout northern Nevada.

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 \$50,000 for provision of said services for each year of this agreement. In consideration of adult guardianship services provided by WLS pursuant to chapter 159, County agrees to pay WLS \$50,000 for provision of said services for each year of this agreement. The total annual rate for the services provided under this contract is \$100,000.
4. Provision for Payment of Services: Payments shall be made to WLS on a quarterly basis at the address set forth below in four equal payments (\$25,000 each) during the fiscal year, with payment due within twenty-five days of the end of each quarter. WLS will invoice the County at the end of each quarter. The first such invoice issued under this contract will be issued on October 1, 2021.
5. Term of Agreement: This Agreement shall be effective on July 1, 2021 and shall remain in effect for a period of three (2) years, to June 30, 2023. The Agreement may be renewed for an additional term upon written agreement of both parties entered into before the expiration date. *Either party may terminate the Agreement, with or without cause, upon thirty (30) days written notice to the addresses below.*
6. Relationship 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 the Agreement, and that the only attorney-client relationship that arises from this agreement shall be between the attorney employed by WLS and his/her clients.
7. Procedure for Provision of Services – Child Advocacy: During the term of this contract, the obligation of WLS to provide child advocacy services hereunder shall accrue upon appointment to a child dependency case by the District Court and shall continue until an order is entered by the Court relieving WLS of its obligation or the case is dismissed. WLS will staff a full-time, child-advocacy attorney in Lyon County to accept direct appointments from the District Judges. The District Judges will primarily appoint the attorney as counsel (as opposed to a guardian ad litem) on cases filed under Chapter 432B of the Nevada Revised

Statutes. The attorney is expected to carry an active caseload and will provide representation consistent with the American Bar Association Standards of Practice for Lawyers who Represent Children in Abuse and Neglect Cases. The attorney may also occasionally be appointed as a guardian ad litem or as an attorney in minor guardianship proceedings. If WLS has a conflict of interest in representing any client or clients, he/she shall promptly notify the Court of its inability to accept the appointment. WLS has no obligation to retain conflict counsel in cases in which it cannot represent a client due to a conflict of interest.

8. Procedure for Provision of Services – Adult Guardianship: During the term of this contract, the obligation of WLS to provide adult guardianship services hereunder shall accrue upon appointment to represent a proposed protected person or a protected person under NRS Chapter 159 by the District Court and shall continue until an order is entered by the Court relieving WLS of its obligation or the case is dismissed. One of WLS' four full-time, adult guardianship attorneys will accept the cases initiated in Lyon County and WLS will maintain an active caseload of adult guardianship cases. If WLS has a conflict of interest in representing any client or clients, he/she shall promptly notify the Court of its inability to accept the appointment. WLS has no obligation to retain conflict counsel in cases in which it cannot represent a client due to a conflict of interest.
9. 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.
10. 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: Lyon County Manager
27 S. Main Street
Yerington, NV 89447

To Washoe Legal Services: Executive Director
299 South Arlington Ave.
Reno, NV 89501

11. 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 paragraphs four and eight above.
12. 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.
13. 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.
14. 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.
15. 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.
16. 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 Third Judicial District Court of Lyon County.

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

WASHOE LEGAL SERVICES

By: _____
Deonne E. Contine
Executive Director

LYON COUNTY

By: _____
Chairman, County Commission

Exhibit A – Insurance Requirements

INSURANCE SCHEDULE. Unless expressly waived in writing by the County, Contractor, as an independent contractor and not an employee of the County, must carry policies of insurance in amounts specified in this Insurance Schedule and pay all taxes and fees incident hereunto. The County shall have no liability except as specifically provided in the Contract. The Contractor shall not commence work before: (1) Contractor has provided the required evidence of insurance to the Contracting Agency of the County, and (2) The County has approved the insurance policies provided by the Contractor. Prior approval of the insurance policies by the County shall be a condition precedent to any payment of consideration under this Contract. County's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this Contract. Any failure of the County to timely approve shall not constitute a waiver of the condition.

a. **Insurance Coverage** The Contractor shall, at the Contractor's sole expense, procure, maintain and keep in force for the duration of the Contract the following insurance conforming to the minimum requirements specified below. Unless specifically specified herein or otherwise agreed to by the County, the required insurance shall be in effect prior to the commencement of work by the Contractor and shall continue in force as appropriate until the latter of:

- i. Final acceptance by the County of the completion of this Contract; or
- ii. Such time as the insurance is no longer required by the County under the terms of this Contract.

Any insurance or self-insurance available to the County shall be in excess of and non-contributing with any insurance required from Contractor by the County. Contractor's insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by the County, Contractor shall provide the County with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify the County in writing and immediately replace such insurance or bond with an insurer meeting the requirements.

b. **Workers' Compensation and Employer's Liability Insurance**

- i. Contractor shall provide proof of worker's compensation insurance as required of Nevada Revised Statutes Chapters 616A through 616D inclusive.
- ii. Employer's Liability insurance with a minimum limit of \$500,000 each employee per accident for bodily injury by accident or disease.

iii. If this contract is for temporary or leased employees, an "Alternate Employer" endorsement must be attached to the Contractor's workers' compensation insurance policy.

iv. If the Contractor qualifies as a sole proprietor as defined in NRS Chapter 616A.310, and has elected to not purchase industrial insurance for himself/herself, the sole proprietor must submit to the contracting County agency a fully executed "Affidavit of Rejection of Coverage Under NRS 616B.627 and NRS 617.210" form.

c. **Commercial General Liability Insurance**

i. Minimum Limits required:

<u>\$2,000,000.00</u>	General Aggregate
<u>\$1,000,000.00</u>	Products & Completed Operations Aggregate
<u>\$1,000,000.00</u>	Personal and Advertising Injury
<u>\$1,000,000.00</u>	Each Occurrence

ii. Coverage shall be on an occurrence basis and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, civil rights lawsuits, Title VII actions and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

d. **Business Automobile Liability Insurance**

i. Minimum Limit required: **\$1,000,000.00** Each Occurrence for bodily injury and property damage.

ii. Coverage shall be for "any auto" (including owned, non-owned and hired vehicles).

iii. If necessary, the policy shall be endorsed to provide contractual liability coverage.

e. **Professional Liability Insurance**

i. Minimum Limit required: **\$1,000,000** Each Claim.

ii. Retroactive date: Prior to commencement of the performance of the contract.

iii. Discovery period: Three (3) years after termination date of contract.

iv. A certified copy of this policy may be required.

f. **Umbrella or Excess Liability Insurance**

i. May be used to achieve the above minimum liability limits.

ii. Shall be endorsed to state it is "As Broad as Primary Policy"

g. **Commercial Crime Insurance**

i. Minimum Limit required: **\$5,000** Loss for Employee Dishonesty.

ii. This insurance shall be underwritten on a blanket form amending the definition of "employee" to include all employees of the Vendor regardless of position or category.

h. **Performance Security**

- i. Amount required: \$ N/A
- ii. Security may be in the form of surety bond, Certificate of Deposit or Treasury Note made payable to "Lyon County" only.
- iii. The security shall be deposited with the contracting State agency no later than ten (10) working days following award of the Contract to Contractor.
- iv. Upon successful Contract completion, the security and all interest earned, if any, shall be returned to the Contractor.

i. **General Requirements**

- i. Amount required: \$ None
- ii. **Additional Insured:** By endorsement to the general liability insurance policy evidenced by Contractor, Lyon County, its departments and boards, officers, employees and immune contractors as defined in NRS41.0307 shall be named as additional insureds for all liability arising from the Contract.
- iii. **Waiver of Subrogation:** Each liability insurance policy shall provide for a waiver of subrogation as to additional insureds.
- iv. **Cross-Liability:** All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
- v. **Deductibles and Self-Insured Retentions:** Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the County. Such County approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$5,000 per occurrence, unless otherwise approved by the Lyon County Risk Manager and/or County Manager.
- vi. **Policy Cancellation:** Except for ten days notice for non-payment of premium, each insurance policy shall be endorsed to state that; without thirty (30) days prior written notice to the County, c/o Contracting Agency, the policy shall not be canceled, non-renewed or coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mail to the address shown below.
- vii. **Approved Insurer:** Each insurance policy shall be:
 1. Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made, and
 2. Currently rated by A.M. Best as "A-VII" or better.

j. **Evidence of Insurance**

Prior to the start of any Work, Contractor must provide the following documents to the contracting State agency:

i. Certificate of Insurance: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the State to evidence the insurance policies and coverages required of Contractor.

ii. Additional Insured Endorsement: An Additional Insured Endorsement (CG20 10 or C20 26) , signed by an authorized insurance company representative, **must** be submitted to the County to evidence the endorsement of the County as an additional insured per General Requirements, Subsection a above.

iii. Schedule of Underlying Insurance Policies: If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlyer Schedule from the Umbrella or Excess insurance policy may be required.

iv. Review and Approval: Documents specified above must be submitted for review and approval by the State prior to the commencement of work by Contractor. Neither approval by the State nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its sub-contractors, employees or agents to the State or others, and shall be in addition to and not in lieu of any other remedy available to the State under this Contract or otherwise. The State reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.