



WASHOE COUNTY

"Dedicated To Excellence in Public Service"

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CM/ACM _____
Budget VG
DA _____
Comptroller n/a
Grants _____
Risk n/a

STAFF REPORT BOARD MEETING DATE May 24, 2016

DATE: April 18, 2016
TO: Board of County Commissioners
FROM: Leslie Williams, Administrative Assistant II
328-2602; lemwilliams@washoecounty.us
THRU: Kevin Schiller, Assistant County Manager
SUBJECT: **Approve a one-year support grant agreement in the amount of \$110,000 with the nonprofit, Nevada Legal Services, retroactive from July 1, 2015 to June 30, 2016, with possible one year renewal, in support of pro-bono and low-cost consumer related legal services for the elderly and approve necessary resolution for same. (All Commission Districts)**

SUMMARY

The Department recommends the Board of County Commissioners approve a one-year support grant agreement in the amount of \$110,000 with the nonprofit, Nevada Legal Services, retroactive from July 1, 2015 to June 30, 2016, with possible one year renewal, in support of pro-bono and low-cost consumer related legal services for the elderly and approve necessary resolution for same.

The agreement is retroactive from July 1, 2015 due to the transition of the Senior Services Director in mid-2015.

County Priority/Goal supported by this item: Safe, secure and healthy communities.

PREVIOUS ACTION

At its June 25, 2013 regular meeting the Board of Commissioners approved a one-year support grant agreement in the amount of \$52,500.00 with the nonprofit, Nevada Legal Services, from July 1, 2013 to June 30, 2014, with possible one year renewal, in support of pro-bono and low-cost consumer related legal services for the elderly and approve necessary resolution for same.

At its June 24, 2014 regular meeting the Board of Commissioners approved an amendment and one-year extension of an existing support grant agreement with the nonprofit Nevada Legal Services in support of pro-bono and low-cost consumer related legal services for the elderly in the amounts not to exceed \$75,000 for fiscal year 2014 and \$110,000 for fiscal year 2015, ending June 30, 2015 funded with Senior Citizens *ad valorem* Tax Fund and restricted donations, and approve necessary resolution for same; and, approve an amendment to the extend the current lease agreement allowing Nevada

AGENDA ITEM # 5.B.

Legal Services to use office space within the Washoe County Senior Center from July 1, 2014 to June 30, 2015.

BACKGROUND

Washoe County Senior Services administered the Senior Law Project for thirty years, including submitting grant applications to state and federal government, and foundations for financial support. This agenda item, if approved will continue the existing agreement with Nevada Legal Services to provide low cost and pro-bono legal services

The first three years of this project has been successful, allowing seniors that come to or call Washoe County Senior Services access to a full complement of legal services for seniors. Nevada Legal Services provides the Department with monthly performance reports of services; has steadily added staff and resources to meet the goals of the grant and the terms of the agreement with Washoe County.

The agreement includes county funding and oversight, to ensure that the Nevada Legal Services continues to provide quality legal services to the seniors of Washoe County. Nevada Aging and Disability Services Division selected Nevada Legal Services to provide pro-bono and low cost consumer related legal services for the elderly in Washoe County, which are authorized under its 2012-16 *State Plan for Aging*. This funding ensures the provider will meet the standards established under the Older Americans Act and State guidelines and be subject to the same oversight as the Senior Law Project.

To ensure continuity and quality services, the County has negotiated and requests Board approval of an Agreement for pro-bono and low cost consumer related legal services with Nevada Legal Services in accordance with Nevada ADSD and Washoe County's performance standards. In addition to ADSD's Service Specifications for Legal Services, the County will require that Nevada Legal Services continue to meet the special needs of seniors, and ensure that the current and pro-bono and low cost consumer related legal needs of seniors are met as a condition of receiving County funding.

FISCAL IMPACT

The Department will provide up to a total not to exceed \$110,000 for the fiscal year 2015/2016, with \$75,000 from the Senior Citizens *ad valorem* Tax Fund and \$35,000 from private donations. The Senior Citizens *ad valorem* Tax Fund was approved by voters by ballot during the 1985 General Election, and private donations were made to the Department to support legal services for seniors. The actual amount of available funds from the Senior Services Fund will be reviewed annually as part of the budget allocation process, and adjustments in the level of support will be made as appropriate.

Support will be administered through a contract between the County and the selected provider.

Costs will be accounted for in C250411 Legal Local and IN20067 Legal-General Donations.

RECOMMENDATION

The Department is recommending the Board of County Commissioners approve a one-year support grant agreement in the amount of \$110,000 with the nonprofit, Nevada Legal Services,

retroactive from July 1, 2015 to June 30, 2016, with possible one year renewal, in support of pro-bono and low-cost consumer related legal services for the elderly and approve necessary resolution for same.

POSSIBLE MOTION

Should the Board agree with the recommendation, a possible motion would be “Move to approve a one-year support grant agreement in the amount of \$110,000 with the nonprofit, Nevada Legal Services, retroactive from July 1, 2015 to June 30, 2016, with possible one year renewal, in support of pro-bono and low-cost consumer related legal services for the elderly and approve necessary resolution for same.”

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 ____ day of _____, 20__ and is effective immediately by and between NEVADA LEGAL SERVICES, a Nevada non-profit corporation (hereinafter called the "LEGAL SERVICES AGENCY"), and WASHOE COUNTY, NEVADA, through its Department of Senior Services (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 referenced ad valorem funds and COUNTY's other financial and in-kind support 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 financial and in kind support to LEGAL SERVICES AGENCY and LEGAL SERVICES 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.** Upon authorization, this contract runs retroactively from July 1, 2015 and terminates June 30, 2016, 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 2016-2017. Such renewal terminates on June 30, 2017, unless terminated earlier as provided herein.

- (3) **Compensation.** COUNTY agrees to grant to LEGAL SERVICES AGENCY the sum of \$ 110,000 of which \$75,000 from ad valorem tax funds as well as related private donations in the amount of \$35,000. This grant shall be used strictly for expenses incurred in direct representation and legal counseling of seniors, together with ordinary expenses of associated support services and equipment, and such legal services and expenses shall be exclusive of legal services and expenses provided and incurred by LEGAL SERVICES AGENCY to meet the requirements of any other sources of revenue received by LEGAL SERVICES AGENCY.

In addition, COUNTY agrees to provide certain in-kind contributions to LEGAL SERVICES AGENCY, to include office space at the Washoe County Senior Center, located at Ninth and Sutro Streets, Reno, Nevada, together with limited facility and Center staff support and limited equipment use, all at nominal cost pursuant to NRS 244.2835 and a lease agreement executed concurrently herewith by the parties hereto.

- (4) **Method of Payment.** COUNTY will distribute quarterly the grant funds in equal installments.
- (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.

Any use of COUNTY office space and equipment will be defined by other agreements, as required.

- (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 pro bono 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, 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 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:
Kevin Schiller, Acting Director
Washoe County Senior Services
1155 East Ninth Street
Reno, NV 89512

For Nevada Legal Services:
AnnaMarie Johnson
Executive Director
Nevada Legal Services
530 S. 6th Street
Las Vegas NV 89101

- (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.

NEVADA LEGAL SERVICES
"LEGAL SERVICES AGENCY"

WASHOE COUNTY
"COUNTY"

By: AnnaMarie Johnson
AnnaMarie Johnson
Executive Director

By: _____
KITTYJUNG, Chair
Board of Commissioners

Date: 4/1/16

Date: _____

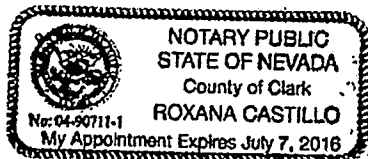
Attest:

County Clerk

State of Nevada
County of Washoe

This Agreement signature was acknowledged before me on April 1, 2016
by Anna Marie Johnson, the Executive Director of LEGAL SERVICES AGENCY.

[Signature]
NOTARY



ATTACHMENT A

PRO BONO LEGAL SERVICES FOR THE ELDERLY

Scope of Work and Standards

Nevada 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 Service Specifications (www.nvaging.net);
2. Provide services at the Washoe County Senior Services site located at 1155 E. 9th Street Building E in Reno, Nevada, and maintain compliance with the lease agreement with Washoe County regarding this space;
3. Maintain sufficient staffing and capacity, including employing attorneys licensed in the State of Nevada, to provide legal services, including but not limited to government benefits and entitlements, lifetime planning issues, consumer matters, real property and housing matters, and elder law.
4. Maintain compliance with Federal Grant Management fiscal and program standards related to any public funding received, and provide assurance of its current status.
5. Demonstrate fiscal solvency through annual audits and fiscal reports submitted to the Washoe County Senior Services Department;
6. Provide best efforts to regularly apply for funding from the same and maintain grants and funding contracts with due diligence.
7. Maintain services at levels provided by Nevada Legal Services FY 2015-2016, as follows:
 - a. Senior Law provided 8,804 units of "legal services" (services provided to a client from first contact through representation and support by a legal secretary, paralegal or LEGAL SERVICES AGENCY, including informational contacts in workshops or distribution of self help materials as allowed by Nevada Aging and Disability Services Division grant service specifications) to 1,203 individuals in FY 2007-08.
 - b. A minor variance from performance of these goals (e.g., fewer units of service, more clients) may be allowed by the COUNTY.
8. Provide or obtain annual, on-going training on legal issues for seniors for all senior LEGAL SERVICES AGENCY employees.
9. 24 hour/1 working day response to all telephone calls and request for services.
10. Annual training on sensitivity to the needs of seniors including accommodation of functional limitation and cognitive impairments; hearing and sight impairment; interviewing and listening skills.
11. Hours of operation open to clients at a minimum from 8:30 AM – 4:30 PM, Monday - Friday in Washoe County Senior Center, 1155 E. 9th Street Building E , Reno, NV.
12. Provide services to homebound individuals, nursing home residents, group care home residents and the vulnerable elderly.

13. Provide timely follow-up to ensure issues are addressed to client's satisfaction.
14. Conduct annual client satisfaction surveys required by COUNTY, as well as monthly workshops, outreach and/or marketing activities to increase program presence and community awareness.
15. Solicit and oversee Pro Bono services from Washoe County Bar and local attorneys to meet Senior Law priority service needs.
16. 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. LEGAL SERVICES AGENCY must make referral to other legal services specializing in areas of the law that are not a specialty or focus of LEGAL SERVICES AGENCY;
 - d. LEGAL SERVICES AGENCY will review client complaints to ensure client satisfaction;
 - e. COUNTY and LEGAL SERVICES AGENCY will review possible collaborative efforts including application for grants and development of new initiatives for seniors;
 - f. COUNTY will collaborate with Nevada Aging and Disability Services Division on services for seniors.
17. LEGAL SERVICES AGENCY will annually complete the American Bar Association, Access to Civil Justice self-assessment to measure status as it applies to seniors and report annually to the Washoe COUNTY Senior Services Department on progress in the following performance criterion areas.
 - a. Performance Area One. Effectiveness in identifying the most pressing civil legal needs of low-income and at risk seniors and developing/targeting resources to address those needs;
 - b. Performance Area Two. Effectiveness in engaging and serving the low-income and at risk senior population;
 - c. Performance Area Three. Effectiveness of legal representation and other program;
 - d. Performance Area Four. Effectiveness of governance, leadership and administration.

**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: \$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 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: