

CLARK COUNTY, NEVADA

CBE NO. 606905-23 OPERATION AND MANAGEMENT OF THE VEGAS STRONG RESILIENCY CENTER

LEGAL AID CENTER OF SOUTHERN NEVADA, INC.
NAME OF FIRM
Barbara Buckley, Esq Executive Director
DESIGNATED CONTACT, NAME AND TITLE (Please type or print)
725 East Charleston Boulevard Las Vegas, Nevada 89104
ADDRESS OF FIRM INCLUDING CITY, STATE AND ZIP CODE
702-386-1070 ext. 1406
(AREA CODE) AND TELEPHONE NUMBER
702-386-1406
(AREA CODE) AND FAX NUMBER
<u>bbuckley@lacsns.org</u>
E-MAIL ADDRESS

OPERATION AND MANAGEMENT OF THE VEGAS STRONG RESILIENCY CENTER

This Contract is made and entered into this _____ day of _____, 20____, by and between CLARK COUNTY, NEVADA (hereinafter referred to as COUNTY), and LEGAL AID CENTER OF SOUTHERN NEVADA, INC. (hereinafter referred to as PROVIDER), for OPERATION AND MANAGEMENT OF THE VEGAS STRONG RESILIENCY CENTER hereinafter referred to as PROGRAM).

WITNESSETH:

WHEREAS, PROVIDER has the personnel and resources necessary to accomplish the PROGRAM within the required schedule and with a budget allowance, including all travel, lodging, meals and miscellaneous expenses; and

WHEREAS, PROVIDER has the required licenses and/or authorizations pursuant to all federal, State of Nevada and local laws in order to conduct business relative to this Contract.

NOW, THEREFORE, COUNTY and PROVIDER agree as follows:

SECTION I: TERM OF CONTRACT

COUNTY agrees to retain PROVIDER for the period from October 1, 2023 through September 30, 2024, with the option to renew for 3, one-year periods subject to the provisions of Sections II and VIII herein. During this period, PROVIDER agrees to provide services as required by COUNTY within the scope of this Contract. COUNTY reserves the right to extend the Contract for up to an additional three (3) months for its convenience.

SECTION II: COMPENSATION AND TERMS OF PAYMENT**A. Compensation**

COUNTY agrees to pay PROVIDER for the performance of services described in Exhibit A - Scope of Work for the not-to-exceed amount on the Fee Schedule listed therein. COUNTY'S obligation to pay PROVIDER cannot exceed the not-to-exceed amount. It is expressly understood that the entire work defined in Exhibit A must be completed by PROVIDER and it shall be PROVIDER'S responsibility to ensure that hours and tasks are properly budgeted so the entire PROGRAM is completed for the said fee.

B. Progress Payments

PROVIDER will be entitled to periodic payments for work completed in accordance with the completion of tasks indicated in Exhibit A - Scope of Work.

C. Terms of Payments

1. Each invoice received by COUNTY must include a Progress Report based on actual work performed to date in accordance with the completion of tasks indicated in Exhibit A – Scope of Work. All monthly operational expenses must be accompanied by invoices that include a breakdown of all cost and will be verified by COUNTY.
2. Payment of invoices will be made within thirty (30) calendar days after receipt of an accurate invoice that has been reviewed and approved by COUNTY.
3. COUNTY, at its discretion, may not approve or issue payment on invoices if PROVIDER fails to provide the following information required on each invoice:
 - a. The title of the PROGRAM as stated in Exhibit A - Scope of Work, COUNTY'S Contract Number, Project Number, Purchase Order Number, Invoice Date, Invoice Period, Invoice Number, and the Payment Remittance Address.
 - b. For time and materials contracts, time is to be defined as an hourly rate prorated to the 1/4 hour for invoicing purposes. If applicable, copies of all receipts, bills, statements, and/or invoices pertaining to reimbursable expenses such as; airline itineraries, car rental receipts, cab and shuttle receipts, and statement of per diem rate being requested must accompany any invoices containing travel expenses. Maximum reimbursable travel expenses under this Contract shall be defined and set at the current U.S. GSA's CONUS rates at the time of travel. CONUS rates may be found at the following website: <http://www.gsa.gov/portal/category/21287>.

- c. A "BUDGET SUMMARY COMPARISON" which outlines the total amount PROVIDER was awarded, the amount expended to date, the current invoice amount, the total expenditures, and the remaining award balance must accompany all invoices.
 - d. COUNTY'S representative shall notify PROVIDER in writing within fourteen (14) calendar days of any disputed amount included on the invoice. PROVIDER must submit a new invoice for the undisputed amount which will be paid in accordance with paragraph C.2 above. Upon mutual resolution of the disputed amount PROVIDER will submit a new invoice for the agreed to amount and payment will be made in accordance with paragraph C.2 above.
4. No penalty will be imposed on COUNTY if COUNTY fails to pay PROVIDER within thirty (30) calendar days after receipt of a properly documented invoice, and COUNTY will receive no discount for payment within that period.
 5. In the event that legal action is taken by COUNTY or PROVIDER based on a disputed payment, the prevailing party shall be entitled to reasonable attorneys' fees and costs subject to COUNTY'S available unencumbered budgeted appropriations for the PROGRAM.
 6. COUNTY shall subtract from any payment made to PROVIDER all damages, costs and expenses caused by PROVIDER'S negligence, resulting from or arising out of errors or omissions in PROVIDER'S work products, which have not been previously paid to PROVIDER.
 7. COUNTY shall not provide payment on any invoice PROVIDER submits after six (6) months from the date PROVIDER performs services, provides deliverables, and/or meets milestones, as agreed upon in Exhibit A - Scope of Work.
 8. Invoices shall be submitted via email to: teresa.etcheberry@clarkcountynv.gov.
 9. COUNTY offers electronic payment to all suppliers. Payments will be deposited directly into your bank account via the Automated Clearing House (ACH) network. PROVIDER will be provided information on how to enroll at time of award.

D. COUNTY'S Fiscal Limitations

1. The content of this section shall apply to the entire Contract and shall take precedence over any conflicting terms and conditions and shall limit COUNTY'S financial responsibility as indicated in Sections 2 and 3 below.
2. Notwithstanding any other provisions of this Contract, this Contract shall terminate and COUNTY'S obligations under it shall be extinguished at the end of the fiscal year in which COUNTY fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which will then become due.
3. COUNTY'S total liability for all charges for services which may become due under this Contract is limited to the total maximum expenditure(s) authorized in COUNTY'S purchase order(s) to PROVIDER.

SECTION III: SCOPE OF WORK

Services to be performed by PROVIDER for the PROGRAM shall consist of the work described in the Scope of Work as set forth in Exhibit A of this Contract, attached hereto.

SECTION IV: CHANGES TO SCOPE OF WORK

- A. COUNTY may at any time request changes within the general scope of this Contract and in the services or work to be performed. If such changes cause an increase or decrease in PROVIDER 'S cost or time required for performance of any services under this Contract, PROVIDER shall notify COUNTY in writing within thirty (30) calendar days from the date of receipt by PROVIDER of notification of change. An equitable adjustment limited to an amount within current unencumbered budgeted appropriations for the PROGRAM shall be made and this Contract shall be amended in writing accordingly.
- B. No services for which an additional compensation will be charged by PROVIDER shall be furnished without the written authorization of COUNTY.

SECTION V: RESPONSIBILITY OF PROVIDER

- A. It is understood that in the performance of the services herein provided for, PROVIDER shall be, and is, an independent contractor, and is not an agent, representative or employee of COUNTY and shall furnish such services in its own manner and method except as required by this Contract. Further, PROVIDER has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by PROVIDER in the performance of the services hereunder. PROVIDER shall be solely responsible for, and shall indemnify, defend and hold COUNTY harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, demands, and regulations of any nature whatsoever.
- B. PROVIDER shall appoint a Manager, who will manage the performance of services. All of the services specified by this Contract shall be performed by the Manager, or by PROVIDER'S associates and employees under the personal supervision of the Manager. Should the Manager be unable to complete his or her responsibility for any reason, PROVIDER shall promptly notify COUNTY upon replacing him or her with another equally qualified person.
- C. PROVIDER has, or will, retain such employees as it may need to perform the services required by this Contract. Such employees shall not be employed by COUNTY.
- D. PROVIDER agrees that its officers and employees will cooperate with COUNTY in the performance of services under this Contract and will be available for consultation with COUNTY at such reasonable times with advance notice as to not conflict with their other responsibilities.
- E. PROVIDER will follow COUNTY'S standard procedures as followed by COUNTY'S staff in regard to programming changes; testing; change control; and other similar activities.
- F. PROVIDER shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by PROVIDER, its subcontractors and its and their principals, officers, employees and agents under this Contract. In performing the specified services, PROVIDER shall follow practices consistent with generally accepted professional and technical standards.
- G. It shall be the duty of PROVIDER to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. PROVIDER will not produce a work product which violates or infringes on any copyright or patent rights. PROVIDER shall, without additional compensation, correct or revise any errors or omissions in its work products.
1. Permitted or required approval by COUNTY of any products or services furnished by PROVIDER shall not in any way relieve PROVIDER of responsibility for the professional and technical accuracy and adequacy of its work.
 2. COUNTY's review, approval, acceptance, or payment for any of PROVIDER 'S services herein shall not be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and PROVIDER shall be and remain liable in accordance with the terms of this Contract and applicable law for all damages to COUNTY caused by PROVIDER'S performance or failures to perform under this Contract.
- H. All materials, information, and documents, whether finished, unfinished, drafted, developed, prepared, completed, or acquired by PROVIDER for COUNTY relating to the services to be performed hereunder and not otherwise used or useful in connection with services previously rendered, or services to be rendered, by PROVIDER to parties other than COUNTY shall become the property of COUNTY and shall be delivered to COUNTY'S representative upon completion or termination of this Contract, whichever comes first. PROVIDER shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by COUNTY. COUNTY shall have the right to reproduce all documentation supplied pursuant to this Contract.
- I. The rights and remedies of COUNTY provided for under this section are in addition to any other rights and remedies provided by law or under other sections of this Contract.

SECTION VI: SUBCONTRACTS

- A. Services specified by this Contract shall not be subcontracted by PROVIDER, without prior written approval of COUNTY.

- B. Approval by COUNTY of PROVIDER'S request to subcontract, or acceptance of, or payment for, subcontracted work by COUNTY shall not in any way relieve PROVIDER of responsibility for the professional and technical accuracy and adequacy of the work. PROVIDER shall be and remain liable for all damages to COUNTY caused by negligent performance or non-performance of work under this Contract by PROVIDER'S subcontractor or its sub-subcontractor.
- C. The compensation due under Section II shall not be affected by COUNTY'S approval of PROVIDER'S request to subcontract.

SECTION VII: RESPONSIBILITY OF COUNTY

- A. COUNTY agrees that its officers and employees will cooperate with PROVIDER in the performance of services under this Contract and will be available for consultation with PROVIDER at such reasonable times with advance notice as to not conflict with their other responsibilities.
- B. The services performed by PROVIDER under this Contract shall be subject to review for compliance with the terms of this Contract by COUNTY'S representative, Teresa Etcheberry, Deputy Director, Department of Social Service, telephone number (702) 455-6523 or their designee. COUNTY'S representative may delegate any or all of his responsibilities under this Contract to appropriate staff members and shall so inform PROVIDER by written notice before the effective date of each such delegation.
- C. The review comments of COUNTY'S representative may be reported in writing as needed to PROVIDER. It is understood that COUNTY'S representative's review comments do not relieve PROVIDER from the responsibility for the professional and technical accuracy of all work delivered under this Contract.
- D. COUNTY shall assist PROVIDER in obtaining data on documents from public officers or agencies, and from private citizens and/or business firms, whenever such material is necessary for the completion of the services specified by this Contract.
- E. PROVIDER will not be responsible for accuracy of information or data supplied by COUNTY or other sources to the extent such information or data would be relied upon by a reasonably prudent PROVIDER.

SECTION VIII: TIME SCHEDULE

- A. Time is of the essence of this Contract.
- B. If PROVIDER'S performance of services is delayed or if PROVIDER'S sequence of tasks is changed, PROVIDER shall notify COUNTY'S representative in writing of the reasons for the delay and prepare a revised schedule for performance of services. The revised schedule is subject to COUNTY'S written approval.

SECTION IX: SUSPENSION AND TERMINATION

- A. **Suspension**
COUNTY may suspend performance by PROVIDER under this Contract for such period of time as COUNTY, at its sole discretion, may prescribe by providing written notice to PROVIDER at least ten (10) business days prior to the date on which COUNTY wishes to suspend. Upon such suspension, COUNTY shall pay PROVIDER its compensation, based on the percentage of the PROGRAM completed and earned until the effective date of suspension, less all previous payments. PROVIDER shall not perform further work under this Contract after the effective date of suspension until receipt of written notice from COUNTY to resume performance. In the event COUNTY suspends performance by PROVIDER for any cause other than the error or omission of the PROVIDER, for an aggregate period in excess of thirty (30) business days, PROVIDER shall be entitled to an equitable adjustment of the compensation payable to PROVIDER under this Contract to reimburse PROVIDER for additional costs occasioned as a result of such suspension of performance by COUNTY based on appropriated funds and approval by COUNTY.
- B. **Termination**
 - 1. This Contract may be terminated in whole or in part by either party in the event of substantial failure or default of the other party to fulfill its obligations under this Contract through no fault of the terminating party; but only after the other party is given:

- a. the opportunity to cure;
 - b. not less than ten (10) calendar days written notice of intent to terminate; and
 - c. an opportunity for consultation with the terminating party prior to termination.
2. Termination for Convenience
- a. This Contract may be terminated in whole or in part by COUNTY for its convenience; but only after PROVIDER is given:
 - i. not less than ten (10) calendar days written notice of intent to terminate; and
 - ii. an opportunity for consultation with COUNTY prior to termination.
 - b. If termination is for COUNTY'S convenience, COUNTY shall pay PROVIDER that portion of the compensation which has been earned as of the effective date of termination but no amount shall be allowed for anticipated profit on performed or unperformed services or other work.
3. Termination for Default
- a. If termination for substantial failure or default is effected by COUNTY, COUNTY will pay PROVIDER that portion of the compensation which has been earned as of the effective date of termination but:
 - i. No amount shall be allowed for anticipated profit on performed or unperformed services or other work; and
 - ii. Any payment due to PROVIDER at the time of termination may be adjusted to the extent of any additional costs occasioned to COUNTY by reason of PROVIDER 'S default.
 - b. Upon receipt or delivery by PROVIDER of a termination notice, PROVIDER shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to COUNTY'S representative, copies of all deliverables as provided in Section V, paragraph H.
 - c. If after termination for failure of PROVIDER to fulfill contractual obligations it is determined that PROVIDER has not so failed, the termination shall be deemed to have been effected for the convenience of COUNTY.
4. Upon termination, COUNTY may take over the work and execute the same to completion by agreement with another party or otherwise. In the event PROVIDER shall cease conducting business, COUNTY shall have the right to make an unsolicited offer of employment to any employees of PROVIDER assigned to the performance of this Contract.
5. The rights and remedies of COUNTY and PROVIDER provided in this section are in addition to any other rights and remedies provided by law or under this Contract.
6. Neither party shall be considered in default in the performance of its obligations hereunder, nor any of them, to the extent that performance of such obligations, nor any of them, is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party. Delays arising from the actions or inactions of one or more of PROVIDER 'S principals, officers, employees, agents, subcontractors, vendors or suppliers are expressly recognized to be within PROVIDER'S control.

SECTION X: INSURANCE

- A. PROVIDER shall obtain and maintain the insurance coverage required in Exhibit B incorporated herein by this reference. PROVIDER shall comply with the terms and conditions set forth in Exhibit B and shall include the cost of the insurance coverage in their prices.
- B. If PROVIDER fails to maintain any of the insurance coverage required herein, COUNTY may withhold payment, order PROVIDER to stop the work, declare PROVIDER in breach, suspend or terminate Contract.

SECTION XI: NOTICES

Any notice required to be given hereunder shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery, certified U.S. mail, return receipt requested or facsimile, at the following addresses:

TO COUNTY: Clark County Social Service
Attention: Teresa Etcheberry
1600 Pinto Lane
Las Vegas, Nevada 89106
Email: teresa.etcheberry@clarkcountynv.gov

TO PROVIDER: Legal Aid Center of Southern Nevada, Inc.
Attention: Barbara Buckley, Esq
725 E. Charleston Blvd.
Las Vegas, Nevada 89104
Email: bbuckley@lacsno.org

SECTION XII: MISCELLANEOUS

A. Independent Contractor

PROVIDER acknowledges that PROVIDER and any subcontractors, agents or employees employed by PROVIDER shall not, under any circumstances, be considered employees of COUNTY, and that they shall not be entitled to any of the benefits or rights afforded employees of COUNTY, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits. COUNTY will not provide or pay for any liability or medical insurance, retirement contributions or any other benefits for or on behalf of PROVIDER or any of its officers, employees or other agents.

B. Immigration Reform and Control Act

In accordance with the Immigration Reform and Control Act of 1986, PROVIDER agrees that it will not employ unauthorized aliens in the performance of this Contract.

C. Non-Discrimination/Public Funds

The Board of County Commissioners (BCC) is committed to promoting full and equal business opportunity for all persons doing business in Clark County. PROVIDER acknowledges that COUNTY has an obligation to ensure that public funds are not used to subsidize private discrimination. PROVIDER recognizes that if they or their subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or gender expression, age, disability, national origin, or any other protected status, COUNTY may declare PROVIDER in breach of the Contract, terminate the Contract, and designate PROVIDER as non-responsible.

D. Assignment

Any attempt by PROVIDER to assign or otherwise transfer any interest in this Contract without the prior written consent of COUNTY shall be void.

E. Indemnity

PROVIDER does hereby agree to defend, indemnify, and hold harmless COUNTY and their employees, officers and agents of COUNTY from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorneys' fees, that are caused by the negligence, errors, omissions, recklessness or intentional misconduct of PROVIDER or the employees or agents of PROVIDER in the performance of this Contract.

F. Governing Law

Nevada law shall govern the interpretation of this Contract.

G. Gratuities

1. COUNTY may, by written notice to PROVIDER, terminate this Contract if it is found after notice and hearing by COUNTY that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by PROVIDER or any agent or representative of PROVIDER to any officer or employee of COUNTY with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this Contract.
2. In the event this Contract is terminated as provided in paragraph 1 hereof, COUNTY shall be entitled:
 - a. to pursue the same remedies against PROVIDER as it could pursue in the event of a breach of this Contract by PROVIDER; and
 - b. as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by COUNTY) which shall be not less than three (3) nor more than ten (10) times the costs incurred by PROVIDER in providing any such gratuities to any such officer or employee.
3. The rights and remedies of COUNTY provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

H. Audits

The performance of this Contract by PROVIDER is subject to review by COUNTY to ensure contract compliance. PROVIDER agrees to provide COUNTY any and all information requested that relates to the performance of this Contract. All requests for information will be in writing to PROVIDER. Time is of the essence during the audit process. Failure to provide the information requested within the timeline provided in the written information request may be considered a material breach of Contract and be cause for suspension and/or termination of the Contract.

I. Covenant

PROVIDER covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. PROVIDER further covenants, to its knowledge and ability, that in the performance of said services no person having any such interest shall be employed.

J. Confidential Treatment of Information

PROVIDER shall preserve in strict confidence any information obtained, assembled or prepared in connection with the performance of this Contract.

K. ADA Requirements

All work performed or services rendered by PROVIDER shall comply with the Americans with Disabilities Act standards adopted by Clark County. All facilities built prior to January 26, 1992 must comply with the Uniform Federal Accessibility Standards; and all facilities completed after January 26, 1992 must comply with the Americans with Disabilities Act Accessibility Guidelines.

L. Subcontractor Information

PROVIDER shall provide a list of the Minority-Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Physically-Challenged Business Enterprise (PBE), Small Business Enterprise (SBE), Veteran Business Enterprise (VET), Disabled Veteran Business Enterprise (DVET), and Emerging Small Business Enterprise (ESB) subcontractors for this Contract utilizing the attached format (Exhibit C). The information provided in Exhibit C by PROVIDER is for COUNTY'S information only.

M. Disclosure of Ownership Form

PROVIDER agrees to provide the information on the attached Disclosure of Ownership/Principals form prior to any contract and/or contract amendment to be awarded by the Board of County Commissioners.

N. Authority

COUNTY is bound only by COUNTY agents acting within the actual scope of their authority. COUNTY is not bound by actions of one who has apparent authority to act for COUNTY. The acts of COUNTY agents which exceed their contracting authority do not bind COUNTY.

- O. Force Maieure
PROVIDER shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining, delivering, or performing, by acts of God, fire, war, loss or shortage of transportation facilities, lockout or commandeering of raw materials, products, plants or facilities by the government. PROVIDER shall provide COUNTY satisfactory evidence that nonperformance is due to cause other than fault or negligence on its part.
- P. Severability
If any terms or provisions of Contract shall be found to be illegal or unenforceable, then such term or provision shall be deemed stricken and the remaining portions of Contract shall remain in full force and effect.
- Q. Non-Endorsement
As a result of the selection of PROVIDER to supply goods or services, COUNTY is neither endorsing nor suggesting that PROVIDER'S service is the best or only solution. PROVIDER agrees to make no reference to COUNTY in any literature, promotional material, brochures, sales presentations, or the like, without the express written consent of COUNTY.
- R. Public Records
COUNTY is a public agency as defined by state law, and as such, is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). Under the law, all of COUNTY'S records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. All Contract documents are available for review following the award of the Contract.
- S. Companies that Boycott Israel
PROVIDER certifies that, at the time it signed this Contract, it was not engaged in, and agrees for the duration of the Contract, not to engage in, a boycott of Israel. Boycott of Israel means, refusing to deal or conduct business with, abstaining from dealing or conducting business with, terminating business or business activities with or performing any other action that is intended to limit commercial relations with Israel; or a person or entity doing business in Israel or in territories controlled by Israel, if such an action is taken in a manner that discriminates on the basis of nationality, national origin or religion. It does not include an action which is based on a bona fide business or economic reason; is taken pursuant to a boycott against a public entity of Israel if the boycott is applied in a nondiscriminatory manner; or is taken in compliance with or adherence to calls for a boycott of Israel if that action is authorized in 50 U.S.C. § 4607 or any other federal or state law.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed the day and year first above written.

COUNTY:

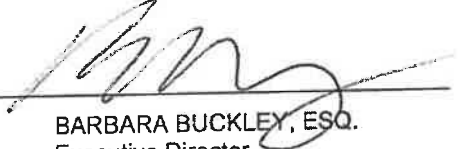
CLARK COUNTY, NEVADA

By: _____
JESSICA COLVIN
Chief Financial Officer

DATE

PROVIDER:

LEGAL AID CENTER OF SOUTHERN NEVADA, INC.

By:  _____
BARBARA BUCKLEY, ESQ.
Executive Director

11.21.23

DATE

APPROVED AS TO FORM:

STEVEN B. WOLFSON
District Attorney

By: Jason Patchett
[Jason Patchett \(Dec 11, 2023 17:03 PST\)](#)
JASON B. PATCHETT
Deputy District Attorney

Dec 11, 2023

DATE

EXHIBIT A

OPERATION AND MANAGEMENT OF THE VEGAS STRONG RESILIENCY CENTER

SCOPE OF WORK

1.0 Overview

The Vegas Strong Resiliency Center ("VSRC" or "the Center"), a multi-agency resource hub managed by Legal Aid Center of Southern Nevada (PROVIDER), supports those affected by the 1 October tragedy. VSRC is funded by the Nevada State Division of Child and Family Services grant 2019-V7-GX-001, from FY2018 Antiterrorism and Emergency Assistance Program through the U.S. Department of Justice's Office for Victims of Crime; Registered 501(c)(3). VSRC operations were transferred over to Legal Aid Center of Southern Nevada to continue the work started by COUNTY. The federal funding through the Office of Victims of Crime Antiterrorism and Emergency Assistance Program (AEAP) is coming to an end, and continued funding is needed to ensure the ongoing operations of VSRC through alternate funding.

VSRC will continue to provide assistance to survivors of the 1 October tragedy and will expand its services to assist survivors of violent crime and victims of disaster; both man-made and natural. It will serve and collaborate with COUNTY, Office of Emergency Management (OEM) and the community in these efforts. VSRC program shall support the unique needs of each client, their families, and responders to support the goal of victim assistance through case management and navigation services to obtain all services needed to address the impact of a crime.

The Center assists all that need healing, support, and referrals to resources for residents, visitors, and responders. The Center is staffed by knowledgeable and caring professionals from COUNTY, the State of Nevada, and other community partners to help people access resources to help them build strength and resiliency.

COUNTY recognizes individuals as experts of their own lives and of their lived experience of a traumatic event. COUNTY understands that individuals know what will work for them in reaching change and recognizes them as the central change agents; therefore, PROGRAM shall adopt a facilitative and supportive role. In all aspects of PROGRAM, PROVIDER shall respect and trust, self-knowledge, agency, and autonomy, while guiding and supporting each individual in their chosen goals.

2.0 Scope of Program

COUNTY will administer county funds to assist with the cost of operating VSRC in a therapeutic community setting. COUNTY will continue to provide one Mass Violence Victimization Advocate and Office of Emergency Management Liaison position to work at VSRC. These two positions are to be engaged in all Multi-Agency Command Center Activations, to include: information and notification, individual and family assistance center planning, training and exercise, as well as actively participating in the Office of Emergency Management's Regional Recovery Organization Workgroup for all natural and man-made disasters. COUNTY will also continue to provide the multi-agency multi-jurisdictional Impacted Persons Database (IPD) case management software support and maintenance. PROGRAM shall provide, to the extent that funding is sufficient, the following:

1. Victim navigation, case management and advocacy services, including assistance with Victims of Crime compensation applications and other agency resources.
2. Legal services to help victims of crime with loss of income, medical billing, disability payments, debt collection, eviction, and other issues resulting from violent crime.
3. Legal representation for survivors of crime, including but not limited to domestic violence, sexual assault, and human trafficking.
4. Assistance locating physical and mental health resources for survivors with post-traumatic stress.
5. Referrals to vetted trauma-informed providers, therapists, and mental health resources, such as grief and trauma support groups.
6. Virtual and in-person support groups and wellness events to foster healthy coping skills.
7. Utilize the Patient Tracking/Impacted Person Database in collaboration with CCOEM and other COUNTY agency partners.
8. Support OEM in planning for an emergency and/or disaster, especially as it relates to services to victims.
9. Participate regularly in training and exercises to test COUNTY basic emergency operations plan, the multi-jurisdictional mass casualty incident, and all supporting annexes adopted by the COUNTY Board of Commissioners.
10. Provide personnel to assist OEM and COUNTY with services to victims during any activation twenty-four hours a day within 30 minutes of contact and be prepared to provide long term recovery services following any emergency or IFAC (individual and family assistance) response.
11. Provide briefs and/or tours to answer key questions about roles during the activation of VSRC

12. For certain incidents where OEM needs to utilize VSRC as a call center, during an emergency response:

- i. Provide internet access, tables, chairs, phone lines, and subject to VSRC's best efforts, an uninterrupted power supply during a declared emergency and/or disaster for a minimum of thirty (30) staff. If an emergency generator is needed, VSRC and COUNTY will collaborate to ensure power.
- ii. Use reasonable efforts to allow space for, at minimum, 30 staff to access 30 phone lines connected to the established 702-455-2433 (AIDE) phone number.
- iii. Provide IT staff to establish and assist with internet connections, phone lines, and information technology during the activation of VSRC.
- iv. Use reasonable efforts to provide ample and safe parking, with ease of access to the space available.
- v. Have reasonable access to restrooms and other notable areas in the space available for access and functional needs of the personnel staffing VSRC.

PROGRAM services shall be provided to the target population free of charge and for the entire PROGRAM period.

3.0 **Definitions**

"**ORGANIZATION**", whenever used herein, means Legal Aid Center of Southern Nevada, a non-profit organization authorized to do business in the State of Nevada, entering into this contract as the operator and manager of VSRC. The term includes the Director appointed by ORGANIZATION who will manage the performance of services, and the programming, operation, management, and maintenance of VSRC, as well as Organization's officers, directors, employees, volunteers, agents, representatives, suppliers, contractors, and subcontractors.

"**VSRC**", whenever used herein, means the Vegas Strong Resiliency Center, currently located at 2915 W. Charleston Blvd., Las Vegas, NV 89102, or such other location as may be identified in the future. The Vegas Strong Resiliency Center serves as a free, one-stop resource and referral hub for anyone impacted by the October 1, 2017 shooting on the Las Vegas Strip including survivors, family members of victims, responders and anyone dealing with effects from the attack including hotel workers, taxi cab drivers or bystanders who tried to help victims. Its scope of work will be expanded to serve all survivors of violent crime. It is understood that the Vegas Strong Resiliency Center will be rebranding as the Resiliency & Justice Center to reflect this broadened mission.

4.0 **Responsibilities of PROVIDER**

The purpose of this section is to provide a description of how the ORGANIZATION is expected to utilize the allocated funding to provide the highest quality of service. ORGANIZATION shall:

1. Ensure ongoing operation of PROGRAM in accordance with Nevada Revised Statutes, Nevada Administrative Codes, and all other applicable federal, state, and local regulations. These written standards are intended to set basic, minimum requirements to ensure that programs are administered fairly and methodically. PROVIDER is expected to remain bound by the terms of this scope of work and nothing in the standards shall be construed to relieve PROVIDER of this responsibility.
2. Perform background checks on staff and volunteers in accordance with Nevada Revised Statutes, Nevada Administrative Codes, and all other applicable federal, state, and local regulations. Comply with Equal Access Rule: In alignment with the Equal Access Rule, PROVIDER shall provide equal access to programs, benefits, services, and accommodations in accordance with an individual's gender identity and all other provisions of the Equal Access Rule. PROVIDER shall establish and implement written non-discrimination policies and staff training that aligns with Equal Access regulations.
3. Staff shall manage and operate VSRC in a professional, economical, and businesslike manner at all times. The duties shall be performed as needed, to obtain appropriate supportive services and other services essential for achieving skills to support successfully living within a community, and aftercare.
4. Employ management, staff, and volunteers with sufficient technical knowledge, skill, and expertise necessary to provide the services while ensuring appropriate staff-to-client ratios. Higher level case management and housing stabilization positions shall be provided to provide stabilization services to the high-need population being served, and to maximize opportunities to connect individuals to a variety of housing opportunities.
5. Upon advance notice, and at reasonable times, be available for consultation regarding the operation and progress of PROGRAM with all parties to the funding agreement; so as to not conflict with PROVIDER'S other responsibilities.
6. PROVIDER shall be responsible for reporting on outcomes. Enter in victim service information in the PROGRAM database system in a timely manner. Records should include demographics, services provided and referral resources and other data that shows the volume of service requests. It is understood that privileged legal information will be entered into a secure database to ensure that client confidentiality and attorney-client work product is maintained securely.

7. Establish such fiscal and accounting procedures necessary to ensure the proper disbursement of, and accounting of funds, in order to ensure that all financial transactions are conducted. Maintain financial records pertaining to all matters relative to the Contract, in accordance with standard accounting principles and procedures and retain all records and supporting documentation applicable for a period of five (5) years upon completion of Contract, or termination of Contract, whichever comes first.
8. Delineate how multiple funding sources for services are allocated appropriately for each designated and intended service. All such records relating to any analysis or audit performed relative to the Contract shall be retained for five (5) years after such analysis or audit has been performed and any findings have been resolved. In the event that PROVIDER no longer operates in Nevada, it shall be required to deliver a copy of all records relating to the Contract with COUNTY to be retained by COUNTY and PROVIDER.
9. PROVIDER must submit a monthly invoice to the COUNTY'S authorized representative by the 15th calendar day of each month for the previous month's services. The invoice must include documentation of services provided.
10. PROVIDER shall provide written notice to COUNTY of any PROGRAM changes during the lifecycle of the Contract for which the COUNTY'S funds are allocated under the provisions of Contract(s) to be approved and adopted between COUNTY and PROVIDER.
11. Maintain the confidentiality of records pertaining to any individual that is provided domestic violence prevention or treatment services through PROGRAM.
12. Ensure that PROVIDER, its officers, agents, and employees are not debarred or suspended from doing business with the Federal Government; and that they be in good standing with all required licensures

5.0 Performance Outcomes

All outcomes align with the vision of Clark County Social Service ("CCSS") and the ORGANIZATION, which is to improve the well-being of victims through services rendered. ORGANIZATION shall provide data collected in the case management system and will utilize a survey which collects outcome information such as listed below:

Outcome	Potential outcome indicators
Improved health and well-being	Increased self-confidence
	Reduced symptoms of anxiety
	Reduced symptoms of trauma
	Improved access to healthcare services
Re-integration	Return to work
	Re-housed
	Successful compensation claim
	Debts managed or reduced
Feeling informed	Increased awareness of/knowledge about services available
	Satisfaction with timeliness and quality of information provided
Improved experience of the VSRC	Satisfaction with information provided on VSRC process and their rights
	Satisfaction with the liaison with other agencies on behalf of the service user

6.0 Quality Assurance

1. PROVIDER shall be responsible for the collection of data and the preparation of reports relating to all activity for VSRC. PROVIDER shall provide an annual report for COUNTY which shall include: numbers served, appropriate demographic information, and a description of the work performed under the PROVIDER'S scope of work to COUNTY.
2. PROVIDER shall implement a quality assurance plan component to facilitate client feedback on quality of services, which must include at least one of the following: client satisfaction surveys during, and at the completion of, service delivery. PROVIDER shall submit a written procedure for implementing the client feedback mechanism(s), and report on its progress when requested. PROVIDER shall also have a grievance and complaint process that every client is made aware at program entry.
3. CCSS will evaluate PROVIDER'S performance under this Contract on a regular basis. Such evaluation shall include assessing PROVIDER'S compliance with all Contract terms and performance standards and may occur monthly, quarterly, and/or semi-annually.
4. Client outcomes (measures of what happens to participants after receiving the service) will be reported with focus on the service provision areas; the performance outcomes described in the previous section.

7.0 Fee Schedule

	Initial Term Total amount not to exceed	Renewal Year 1 Total amount not to exceed	Renewal Year 2 (with 3%) Total amount not to exceed	Renewal Year 3 (with 3%) Total amount not to exceed
Direct Costs	\$ 1,202,328.05	\$ 1,337,611.45	\$ 1,377,739.79	\$ 1,419,071.99
Indirect Costs				

EXHIBIT B
OPERATION AND MANAGEMENT OF THE VEGAS STRONG RESILIENCY CENTER
INSURANCE REQUIREMENTS

TO ENSURE COMPLIANCE WITH THE CONTRACT DOCUMENT, PROVIDER SHOULD FORWARD THE FOLLOWING INSURANCE CLAUSE AND SAMPLE INSURANCE FORM TO THEIR INSURANCE AGENT PRIOR TO PROPOSAL SUBMITTAL.

- A. **Format/Time:** PROVIDER shall provide COUNTY with Certificates of Insurance, per the sample format (page B-3), for coverage as listed below, and endorsements affecting coverage required by this Contract within **ten (10) business days** after COUNTY'S written request for insurance. All policy certificates and endorsements shall be signed by a person authorized by that insurer and who is licensed by the State of Nevada in accordance with NRS 680A.300. All required aggregate limits shall be disclosed and amounts entered on the Certificate of Insurance and shall be maintained for the duration of the Contract and any renewal periods.
- B. **Best Key Rating:** COUNTY requires insurance carriers to maintain during the Contract term, a Best Key Rating of A.VII or higher, which shall be fully disclosed and entered on the Certificate of Insurance.
- C. **Owner Coverage:** COUNTY, its officers and employees must be expressly covered as additional insured's except on Workers' Compensation or Professional Liability. PROVIDER'S insurance shall be primary with respect to COUNTY, its officers and employees.
- D. **Endorsement/Cancellation:** PROVIDER'S general liability and automobile liability insurance policy shall be endorsed to recognize specifically PROVIDER'S contractual obligation of additional insured to COUNTY and must note that COUNTY will be given thirty (30) calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits. Either a copy of the additional insured endorsement, or a copy of the policy language that gives COUNTY automatic additional insured status must be attached to any certificate of insurance. ***Policy number must be referenced on endorsement or the form number must be referenced on certificate.***
- E. **Deductibles:** All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed \$25,000. ***If the deductible is "zero" it must still be referenced on the certificate.***
- F. **Aggregate Limits:** If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must not be less than \$2,000,000.
- G. **Commercial General Liability:** Subject to Paragraph F of this Exhibit, PROVIDER shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury (including death), personal injury and property damages. Commercial general liability coverage shall be on a "per occurrence" basis only, not "claims made," and be provided either on a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad Form CGL endorsement) insurance form. Policies must contain a primary and non-contributory clause and must contain a waiver of subrogation endorsement. ***A separate copy of the waiver of subrogation endorsement must be provided. A separate copy of the additional insured endorsement is required and must be provided for Commercial General Liability. Policy number must be referenced on endorsement or the form number must be referenced on certificate.***
- H. **Automobile Liability:** Subject to Paragraph F of this Exhibit, PROVIDER shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by PROVIDER and **any auto** used for the performance of services under this Contract. ***A separate copy of the additional insured endorsement is required and must be provided for Automobile Liability policies. Policy number must be referenced on endorsement or the form number must be referenced on certificate.***
- I. **Workers' Compensation:** PROVIDER shall obtain and maintain for the duration of this Contract, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D, inclusive, provided, however, a PROVIDER that is a Sole Proprietor shall be required to submit an affidavit (Attachment 1) indicating that PROVIDER has elected not to be included in the terms, conditions and provisions of Chapters 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions.
- J. **Failure to Maintain Coverage:** If PROVIDER fails to maintain any of the insurance coverage required herein, COUNTY may withhold payment, order PROVIDER to stop the work, declare PROVIDER in breach, suspend or terminate the Contract.
- K. **Additional Insurance:** PROVIDER is encouraged to purchase any such additional insurance as it deems necessary.
- L. **Damages:** PROVIDER is required to remedy all injuries to persons and damage or loss to any property of COUNTY, caused in whole or in part by PROVIDER, their subcontractors or anyone employed, directed or supervised by PROVIDER.
- M. **Cost:** PROVIDER shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).

- N. **Insurance Submittal Address:** All Insurance Certificates requested shall be sent to the Clark County Purchasing and Contracts Division, Attention: Insurance Coordinator at 500 South Grand Central Parkway, 4th Floor, Las Vegas, Nevada 89155
- O. **Insurance Form Instructions:** The following information must be filled in by PROVIDER'S Insurance Company representative:
1. Insurance Broker's name, complete address, phone and fax numbers.
 2. PROVIDER'S name, complete address, phone and fax numbers.
 3. Insurance Company's Best Key Rating
 4. Commercial General Liability (Per Occurrence)
 - (A) Policy Number
 - (B) Policy Effective Date
 - (C) Policy Expiration Date
 - (D) Each Occurrence (\$1,000,000)
 - (E) Personal & Advertising Injury (\$1,000,000)
 - (F) General Aggregate (\$2,000,000)
 5. Automobile Liability (Any Auto)
 - (G) Policy Number
 - (H) Policy Effective Date
 - (I) Policy Expiration Date
 - (J) Combined Single Limit (\$1,000,000)
 6. Worker's Compensation
 7. **Description:** CBE 606905-23 OPERATION AND MANAGEMENT OF THE VEGAS STRONG RESILIENCY CENTER (must be identified on the initial insurance form and each renewal form).
 8. **Certificate Holder:**
Clark County, Nevada
c/o Purchasing and Contracts Division
Government Center, Fourth Floor
500 South Grand Central Parkway
P.O. Box 551217
Las Vegas, Nevada 89155-1217
 9. **Appointed Agent Signature** to include license number and issuing state.

POLICY NUMBER: _____

COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY

CBE NUMBER AND CONTRACT NAME:

THIS ENDORSEMENT CHANGED THE POLICY. PLEASE READ IT CAREFULLY
ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

CLARK COUNTY, NEVADA
C/O PURCHASING & CONTRACTS DIVISION
500 S. GRAND CENTRAL PKWY 4TH FL
PO BOX 551217
LAS VEGAS, NEVADA 89155-1217

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

CLARK COUNTY, NEVADA, ITS OFFICERS, EMPLOYEES AND VOLUNTEERS ARE INSURED WITH RESPECT TO LIABILITY ARISING OUT OF THE ACTIVITIES BY OR ON BEHALF OF THE NAMED INSURED IN CONNECTION WITH THIS PROGRAM.

ATTACHMENT 1

AFFIDAVIT

(ONLY REQUIRED FOR A SOLE PROPRIETOR)

I, _____, on behalf of my company, _____, being duly sworn,

(Name of Sole Proprietor)

(Legal Name of Company)

depose and declare:

1. I am a Sole Proprietor;
2. I will not use the services of any employees in the performance of this Contract, identified as CBE No. 606905-23, entitled OPERATION AND MANAGEMENT OF THE VEGAS STRONG RESILIENCY CENTER
3. I have elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and
4. I am otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

I release Clark County from all liability associated with claims made against me and my company, in the performance of this Contract, that relate to compliance with NRS Chapters 616A-616D, inclusive.

Signed this _____ day of _____, _____.

Signature _____

State of Nevada)
)ss.
County of Clark)

Signed and sworn to (or affirmed) before me on this _____ day of _____, 20____,
by _____ (name of person making statement).

Notary Signature

STAMP AND SEAL

**EXHIBIT C
SUBCONTRACTOR INFORMATION**

DEFINITIONS:

- **MINORITY OWNED BUSINESS ENTERPRISE (MBE):** An independent and continuing **Nevada** business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more minority persons of Black American, Hispanic American, Asian-Pacific American or Native American ethnicity.
- **WOMEN OWNED BUSINESS ENTERPRISE (WBE):** An independent and continuing **Nevada** business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more women.
- **PHYSICALLY CHALLENGED BUSINESS ENTERPRISE (PBE):** An independent and continuing **Nevada** business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more disabled individuals pursuant to the federal Americans with Disabilities Act.
- **SMALL BUSINESS ENTERPRISE (SBE):** An independent and continuing **Nevada** business for profit which performs a commercially useful function, is **not** owned and controlled by individuals designated as minority, women, or physically challenged, and where gross annual sales does not exceed \$2,000,000.
- **VETERAN OWNED ENTERPRISE (VET):** A Nevada business at least 51% owned/controlled by a veteran.
- **DISABLED VETERAN OWNED ENTERPRISE (DVET):** A Nevada business at least 51% owned/controlled by a disabled veteran.
- **EMERGING SMALL BUSINESS (ESB):** Certified by the Nevada Governor's Office of Economic Development effective January, 2014. Approved into Nevada law during the 77th Legislative session as a result of AB294.

It is our intent to utilize the following MBE, WBE, PBE, SBE, VET, DVET and ESB subcontractors in association with CONTRACT:

1. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Type: ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ VET
 ☐ DVET ☐ ESB
2. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Type: ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ VET
 ☐ DVET ☐ ESB
3. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Type: ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ VET
 ☐ DVET ☐ ESB

☐ No MBE, WBE, PBE, SBE, VET, DVET, or ESB subcontractors will be used.