

**CBE 606293-22**

**CONTRACT FOR PROFESSIONAL SERVICES FOR THE  
REGIONAL JUSTICE CENTER CIVIL LAW SELF-HELP CENTER**

This Contract is made and entered into this 1<sup>st</sup> day of July, 2022, by and between the County of Clark, on behalf of the Justice Court, Las Vegas Township (hereinafter referred to as "COUNTY"), and Legal Aid Center of Southern Nevada (hereinafter referred to as "PROVIDER"), for professional services for the Regional Justice Center (hereinafter referred to as "SERVICE").

WITNESSETH:

WHEREAS, PROVIDER has the personnel and resources necessary to perform the required service for consideration in an amount not to exceed budget allocations as described in Section IV: Compensation in Terms of Payment, herein, including all travel, lodging, meals and miscellaneous expense.

WHEREAS, the budget allocation as described in Section IV has been developed on funding available as of the date of contracting;

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.

WHEREAS, professional services will significantly contribute to promoting easier court access and cause consistent application of court practices for self-represented civil litigants throughout Clark County;

WHEREAS, COUNTY, on behalf of itself and the several justice courts located within Clark County, which is to Contract with a PROVIDER from the private sector to provide professional services for Civil Law Self-Help Center (CLSHC). These services shall include providing informed access, appropriate community referrals, education, pre-printed forms, and information to all self-represented litigants throughout Clark County, regardless of income, assets or citizenship.

NOW, THEREFORE, COUNTY and PROVIDER agree as follows:

**SECTION I: SCOPE OF WORK**

1. PROVIDER shall staff, screen, select and train six professionals (hereinafter referred to as "CLSHC contract staff") to provide service to include: one full-time attorney and five full-time customer representatives.

2. CLSHC contract staff shall perform the following services at the CLSHC free of charge to all self-represented individuals regardless of income, assets, citizenship, or any other criteria having matters before COUNTY, Justice Court, Las Vegas Township.
  - a. Education and information on practice and procedure in justice courts in civil law cases.
  - b. Pre-printed and electronic form distribution.
  - c. Assistance with form completion.
  - d. Course referral.
  - e. Community referral.
  - f. Notarizing court paperwork.
  - g. An Ask-A-Lawyer program to allow unrepresented individuals to have a brief fifteen (15) minute consultation with an attorney.
  - h. Other related duties as required by COUNTY.
3. Service is required during the hours of operation of COUNTY which will be regular business hours, Monday – Friday, except non-judicial days. PROVIDER shall be responsible to have adequate staff present in the event a vacation request, illness, and office training.
4. PROVIDER agrees to adhere to the guidelines for CLSHC. COUNTY has sole discretion over the policies, guidelines, and procedures for all aspects of the CLSHC. CLSHC shall not deviate from the written policies, guidelines, and procedures of CLSHC or written directives from COUNTY governing CLSHC or regional justice court security, without the express written consent of COUNTY. Failure to comply with any such directive, policy, guideline and or procedure shall be deemed a breach of this Contract. Each act which is in conflict with the policy, guidelines or procedures shall be deemed a separate breach.
5. PROVIDER agrees to provide adequate staff who are fluent in both English and Spanish. For other languages, PROVIDER may utilize the Las Vegas Justice Court translation office, as those services may be available.
6. COUNTY’S representative, or its designee, shall be the authorized spokesperson for CLSHC. All media inquiries regarding CLSHC shall be referred to COUNTY’S representative and or its designee.
7. PROVIDER agrees to work with justice courts throughout Clark County to offer services to unrepresented litigants unable to travel to CLSHC. Services can include access to forms, recorded tutorials in appropriate media, and self-help materials.
8. All informational material utilized on the website shall be the property of COUNTY. Prior to posting information on the website, PROVIDER shall comply with the terms of Section II, Paragraph 4, below. Material that COUNTY does not wish to utilize on the website shall remain the property of PROVIDER.

## **SECTION II: WARRANTEES AND OBLIGATIONS**

1. Under the terms of this Contract, PROVIDER will provide assistance to all individuals regardless of income or assets. This Contract does not require that the public meet baseline income or asset eligibility. Assistance shall be provided to all individuals regardless of citizenship status. Services will not be required to be made available to corporations, limited liability corporations, or businesses that are required to be represented by counsel, but legal information, form assistance, and other offered services may be offered to small businesses suffering from losses due to COVID-19 if grant funding exists to do so.
2. PROVIDER, its agents, officers, employees, and subcontractors, are and shall remain independent contractors and not agents, representatives or employees of COUNTY and 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 employee's retirement system benefits, or health, life, dental, long-term disability, or workers' compensation insurance benefits. COUNTY will not provide any liability or medical insurance, retirement contributions or any other benefits for or on behalf of PROVIDER or any of its agents, officers, employees, subcontractors, of CLSHC.
3. COUNTY shall provide space and utilities for the operation of CLSHC free of charge. COUNTY shall also provide computers, computer and copier related supplies, computer support and maintenance which COUNTY determines is reasonably necessary for the operation of CLSHC. If problems develop with the facility or its computers, PROVIDER shall provide notice to COUNTY and COUNTY shall make good faith efforts to timely correct the problems. COUNTY shall also develop a plan with PROVIDER to ensure that the public has access to a photocopier which the customer can use at his/her own expense.
4. PROVIDER will be responsible for developing and maintaining the website for CLSHC. COUNTY will be consulted on the material to be placed on the website to ensure that the customers have electronic access to forms and other informational materials offered at the center. PROVIDER shall not cause any material to be posted on the website that has not been approved by COUNTY.
5. PROVIDER shall designate an individual or individuals from its staff who will be responsible for opening and closing CLSHC every day. PROVIDER will assist CLSHC with identifying cases appropriate for mediation.
6. In accordance with the Immigration Reform and Control Act of 1986, PROVIDER warrants that it will not employ undocumented immigrants in the performance of this Contract.
7. PROVIDER shall not discriminate nor allow discrimination against any employee or applicant for employment based on race, color, religion, ancestry, disability, sex, national origin, gender identity or sexual orientation.

8. PROVIDER acknowledges that COUNTY has an obligation to ensure that public funds are not used to subsidize private discrimination. PROVIDER recognizes that if it or its 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, gender, ethnicity, disability, national origin, age, sexual orientation or any other protected status, COUNTY may declare PROVIDER in breach of the Contract and terminate the Contract.
9. PROVIDER agrees that its officers and employees will cooperate with COUNTY in the performance of SERVICE under this Contract and will be available for an in-person consultation within five (5) business days of receipt of a written request from COUNTY. Likewise, COUNTY agrees that its officers and employees will cooperate with PROVIDER in the performance of service under this Contract and will be available for an in-person consultation within five (5) business days of receipt of a written request from PROVIDER.
10. PROVIDER shall comply with all applicable government regulations related to the employment and payment of personnel. This shall include maintenance of worker's compensation insurance on PROVIDER'S employees as acknowledged in section 2 paragraph 2.
11. 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 site services no person having any such interest shall be employed.
12. COUNTY may 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. If PROVIDER is found in violation of this clause, COUNTY may pursue, in addition to other damages provided by law, exemplary damages in an amount which shall be not less than three nor more than ten times the costs incurred by PROVIDER in supplying any such gratuities to any such officer or employee.

### **SECTION III: QUALITY CONTROL AND COMPLIANCE**

1. The SERVICE performed by PROVIDER under this Contract shall be subject to review for compliance by COUNTY.



2. COUNTY may evaluate CLSHC performance based on data collected from PROVIDER'S evaluation of CLSHC and CLSHC client survey, and such other reliable data as COUNTY deems appropriate for its consideration. PROVIDER agrees to retain all information that relates to the performance of this Contract for a period of three years after the termination of this Contract and to supply COUNTY any and all such information requested. All requests for information will be in writing to PROVIDER. Time is of the essence during the evaluation process. COUNTY may utilize the services of Clark County's Audit Department for this purpose.
3. PROVIDER shall supply COUNTY or COUNTY'S representative with a copy of its annual audit no later than thirty (30) calendar days after PROVIDER receives the audit.

#### **SECTION IV: COMPENSATION AND TERMS OF PAYMENT**

1. COUNTY agrees to retain PROVIDER for the period from July 1, 2022 through June 30, 2023, with the option to renew for 4, one-year periods. COUNTY agrees to pay PROVIDER for the performance of services described in this Contract for an amount of \$570,000 annually. COUNTY agrees to pay a 3 percent increase each renewal period if budget is deemed available by COUNTY. COUNTY reserves the right to extend the Contract for up to an additional three (3) months for its convenience.
2. PROVIDER acknowledges and agrees that COUNTY'S obligation to pay PROVIDER cannot exceed the budget allowances.
3. COUNTY is in no way responsible for PROVIDER's increasing expenditures, including, but not limited to, staff salaries, benefits, bonuses, and cost of living.
4. All payments shall be due within thirty (30) calendar days after receipt of the invoice.
5. 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 or services, which have not been previously paid to PROVIDER.
6. Monthly invoices shall be submitted to the Regional Justice Center, Las Vegas Justice Court attention: Contract Manager, 2<sup>nd</sup> Floor, 200 Lewis Ave., Las Vegas, NV 89155.

## **SECTION V: FUNDING OUT CLAUSE**

In accordance with the Nevada Revised Statutes (NRS 354.626), the financial obligations under AGREEMENT between the parties shall not exceed those monies appropriated and approved by COUNTY for the then current fiscal year under the Local Government Budget Act. AGREEMENT shall terminate and COUNTY'S obligations under it shall be extinguished at the end of any of COUNTY'S fiscal years in which COUNTY'S governing body fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which could then become due under AGREEMENT. COUNTY agrees that this section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to AGREEMENT. In the event this section is invoked, AGREEMENT will expire on the 30th day of June of the current fiscal year. Termination under this section shall not relieve COUNTY of its obligations incurred through the 30th day of June of the fiscal year for which monies were appropriated.

## **SECTION VI: ASSIGNMENT**

1. Services specified by this Contract shall not be subcontracted by PROVIDER, without prior written approval of COUNTY. Approval by COUNTY of PROVIDER'S request to subcontract or acceptance of or payment for subcontract 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 subcontractor.
2. Any attempt by PROVIDER to assign or otherwise transfer any interest in this Contract without prior written consent of COUNTY shall be void.
3. The compensation due under Section IV shall not be affected by COUNTY'S approval of PROVIDER'S request to subcontract.
4. This Contract shall be binding upon and inure to the benefit of the parties hereto, their respective successors, assigns, agents and licensees, and any other corporation or entity which owns, or which is owned or controlled by either party, or with which either party has common ownership or control.

## **SECTION VII: RIGHTS AND REMEDIES**

1. COUNTY expressly reserves all rights and remedies provided by law. Any rights and remedies specifically provided for under this Contract are in addition to any other rights and remedies provided by law.
2. COUNTY'S review, approval, acceptance, or payment for any of the PROVIDER'S services shall not 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 failure to perform under this Contract.

### **SECTION VIII: TERMINATION**

1. This Contract may be terminated by either party for its convenience and with or without cause upon providing the other party here to thirty (30) calendar days written notice.
2. Upon termination, COUNTY shall pay PROVIDER the portion of the compensation that has been earned as of the effective date of termination.

### **SECTION IX: INSURANCE REQUIREMENTS**

1. PROVIDER shall obtain and maintain the insurance coverage required in Attachment I incorporated herein by this reference. PROVIDER shall comply with the terms and conditions set forth in Attachment I and shall include the cost of the insurance coverage in their prices.
2. PROVIDER shall comply with the terms and conditions set forth in Attachment I and agree that its cost of insurance coverage is included within the compensation set forth in Section IV, Paragraph 1.

### **SECTION X: INDEMNITY**

1. PROVIDER shall defend, indemnify, and hold harmless COUNTY and its employees, officers and agents from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorney's fees that are caused by negligence, errors, omissions, recklessness or intentional misconduct of the PROVIDER or its employees, officers, or agents in the performance of this Contract.
2. 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 withholdings and all other wages, salaries, benefits, taxes, demands, and regulations of any nature whatsoever.

### **SECTION XI: GOVERNING LAW**

Nevada Law shall govern the interpretation of this Contract.

**SECTION XII: NOTICE**

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 US mail, return receipt requested or facsimile, at the following address:

To COUNTY: Justice Court, Las Vegas Township  
Attn: Court Administrator  
200 Lewis Ave., 2<sup>nd</sup> floor  
Las Vegas, NV 89155  
fax: 702-671-2512

To PROVIDER: Legal Aid Center of Southern Nevada  
Attn: Executive Director  
725 E. Charleston Blvd.  
Las Vegas, Nevada 89104  
Fax: 702-386-1406

**SECTION XIII: ENTIRE AGREEMENT**

This document constitutes the entire agreement between the parties, whether written or oral, and as of the effective date hereof, supersedes all other agreements between the parties which provide for the same services as contained in this Contract. No other agreement, statement, or promise not contained in this Contract shall be valid or binding, except an amendment or modification duly executed pursuant to the terms hereof.

**SECTION XIV: THIRD-PARTY INTEREST/LIABILITY**

This Contract is entered into for the exclusive benefit of the undersigned parties and is not intended to create any rights, powers or interests in any third-party. Neither COUNTY nor PROVIDER, nor any of their respective officers, directors, employees, or agents, shall be liable to third parties by any act or omission of the other party.

**SECTION XV: AMENDMENTS**

No modifications or amendments to this Contract shall be valid or enforceable unless mutually agreed to in writing by the parties.

**SECTION XVI: 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

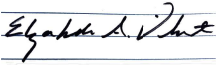
COUNTY:  
CLARK COUNTY, NEVADA

\_\_\_\_\_  
JESSICA COLVIN  
Chief Financial Officer

PROVIDER:  
LEGAL AID CENTER OF SOUTHERN NEVADA

  
\_\_\_\_\_  
BARBARA BUCKLEY, ESQ.  
Executive Director

APPROVED AS TO FORM:  
STEVEN B. WOLFSON, District Attorney

  
\_\_\_\_\_  
ELIZABETH A VIBERT  
Deputy District Attorney

**ATTACHMENT I**  
**CONTRACT FOR PROFESSIONAL SERVICES FOR THE**  
**REGIONAL JUSTICE CENTER CIVIL LAW SELF-HELP 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. **Professional Liability:** ASK TYPE shall maintain limits of no less than \$1,000,000 aggregate. If the professional liability insurance provided is on a Claims Made Form, then the insurance coverage required must continue for a period of two (2) years beyond the completion or termination of this Contract. Any retroactive date must coincide with or predate the beginning of this and may not be advanced without the consent of COUNTY.
- J. **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.
- K. **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.

- L. **Additional Insurance:** PROVIDER is encouraged to purchase any such additional insurance as it deems necessary.
- M. **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.
- N. **Cost:** PROVIDER shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).
- O. **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, 4<sup>th</sup> Floor, Las Vegas, Nevada 89155
- P. **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. Professional Liability
    - (K) Policy Number
    - (L) Policy Effective Date
    - (M) Policy Expiration Date
    - (N) Aggregate (\$1,000,000)
  8. Description: 606293-22 Professional Services for The Regional Justice Center Civil Law Self-Help Center
  9. 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
  10. Appointed Agent Signature to include license number and issuing state.