

Recorder's Office Cover Sheet

Recording Requested By:

Name: LORI KROBOTH

Department: EAST FORK JUSTICE COURT



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KAREN ELLISON, RECORDER

Type of Document: (please select one)

- Agreement
- Contract
- Grant
- Change Order
- Easement
- Other

specify: _____

DRP

C

7-22-21
DATE

DOUGLAS COUNTY CLERK
MINDEN, NV

AGREEMENT FOR PROVISION OF LEGAL SERVICES

BY  DEPUTY

This agreement, is made and entered into as of the date signed, between DOUGLAS COUNTY, a political subdivision of the State of Nevada (hereinafter "County"), by and through County Manager Patrick Cates, and WASHOE LEGAL SERVICES, INC. a Nevada non-profit corporation (hereinafter "WLS"), by and through its Executive Director, Deonne E. Contine.

WHEREAS, the Honorable Nathan Tod Young and the Honorable Thomas W. Gregory, District Court Judges of the Ninth Judicial District Court (hereinafter "District Judges"), have requested that the County retain the services of an attorney for the representation of Protected Persons and Proposed Protected Persons who are involved in adult guardianship proceedings and are entitled to attorney representation pursuant to Chapter 159 of the Nevada Revised Statutes (hereinafter, "adult guardianship cases"); and

WHEREAS, WLS has obtained funding from the Nevada Bar Foundation and the Nevada Department of Health and Human Services Aging & Disability Services Division, to assist with providing representation in adult guardianship cases in Douglas County and other underserved counties in rural northern Nevada; and

WHEREAS, as a condition of receipt and use of the above grant funds, the grantors of said funds have required that WLS and local governments help fund programs that are funded under the grants; and

WHEREAS, WLS currently employs four full-time staff attorneys who can accept direct court appointments to represent Protected Persons in adult guardianship proceedings in Washoe County, Lyon County, Storey County, Douglas County, and Carson City; and

NOW, THEREFORE, the parties agree as follows:

1. Provision of Services: WLS will accept direct appointments from the District Judges to represent protected persons and proposed protected persons in adult guardianship cases. WLS will represent its clients consistent with the standards set forth in the Nevada Rules of Professional Conduct and all other applicable legal authority.
2. Procedure for Provision of Services: During the term of this Agreement, the obligation of WLS to provide legal services shall accrue upon the appointment to an adult guardianship case by the District Court and shall continue until an order is entered by the Court relieving WLS of its obligation or until the case is

dismissed or otherwise terminated. If WLS has a conflict of interest in representing any client or clients, it shall promptly notify the Court of its inability to accept the appointment. WLS has no obligation to retain conflict counsel in cases in which it cannot represent a client due to a conflict of interest.

3. Provision of Payment for Services: In consideration of the services provided by WLS in paragraph 1, above, the County shall pay WLS an annual rate of \$35,000.00, in quarterly payments of \$8,750.00. WLS will invoice the County for all payments and payment is due within forty-five days of receipt. The first invoice for payment will be submitted to the County on or after October 1, 2021. Quarterly invoices for payments will be submitted by WLS via e-mail to the Court's Fiscal Management Analyst, Lori Kroboth, or her designee/successor.
4. Recording Time: WLS attorneys will record time in WLS's client management system. WLS will provide the County with copies of these timesheets, upon request.
5. Relationship Created: This Agreement creates no attorney-client relationship between WLS and the County. The only attorney-client relationship will be between WLS and its clients. The attorneys referenced in paragraph 1 will be employees of WLS, which will be solely responsible for all applicable salary, employee benefits, taxes, insurance, etc.
6. Term of Agreement and Termination: This Agreement shall be retroactively effective to July 1, 2021 and shall remain in effect until June 30, 2023. The Agreement may be renewed for an additional year upon written agreement of the parties. Either party may terminate this Agreement, with or without cause, upon thirty (30) days written notice to the address below.
7. Notices: Any notice to be provided to a party to this Agreement shall be made by U.S. mail (effective three (3) days after deposit in an approved U.S. Mail facility) or by hand delivery as follows:

To County:

Patrick Cates
Douglas County Manager
1594 Esmeralda Ave.
Minden Nevada, 89423

To WLS:

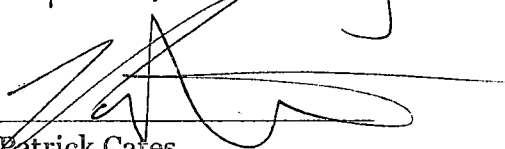
Deonne E. Contine, Executive Director
Washoe Legal Services
299 South Arlington Ave.
Reno, Nevada 89501

8. Sole Agreement: This Agreement contains all of the commitments and agreements of the parties, and oral or written commitments and agreements not contained herein shall have no force or effect to alter any term or condition of this Agreement.
9. Amendment: This Agreement may be amended or modified only by the mutual written agreement of both parties.
10. Severability: If any one of the terms, sentences, paragraphs or provisions contained herein shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other term, sentence, paragraph, or provision, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
11. Waiver: A Waiver of any breach or any provision of this Agreement by any party shall not be construed as a waiver of any preceding or succeeding breach.
12. Indemnification and Insurance Requirements: County has established specific indemnification and insurance requirements for contracts and agreements for professional services to help assure that reasonable insurance coverage is maintained. Exhibit A is attached hereto and incorporated herein by reference. All conditions and requirements identified in this exhibit shall be completed prior to the provision of any services under this Agreement.
13. Governing Law; Venue: This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of Nevada and venue for any action based upon its terms and the parties' performance thereunder shall be in the Ninth Judicial District Court of Douglas County, Nevada.

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

DOUGLAS COUNTY

Dated this 17th day of July, 2021

By: 
Patrick Cates
Douglas County Manager

WASHOE LEGAL SERVICES

Dated this 16 day of June, 2021

By: Deonne E. Contine
Deonne E. Contine
Executive Director
Washoe Legal Services, Inc.

Exhibit A

1. **GENERAL LIABILITY INSURANCE.** Douglas County's liability coverage will not extend to the Contractor and Contractor is required to acquire and maintain general liability insurance in the minimum amount of \$1,000,000 during the term of this Contract at Contractor's sole expense. Proof of insurance must be sent to the Douglas County Manager. Such proof of insurance must be provided at least annually throughout the term of this Contract and Douglas County must be notified at least 30 days in advance of any cancellation or nonrenewal of such insurance.

2. **LEGAL MALPRACTICE INSURANCE.** Contractor agrees to acquire and maintain malpractice insurance in the minimum amount of \$1,000,000 during the term of this Contract at Contractor's sole expense. Proof of malpractice insurance must be sent to the County within five (5) business days upon request. Douglas County must be notified at least 30 days in advance of any cancellation or nonrenewal of such malpractice insurance.

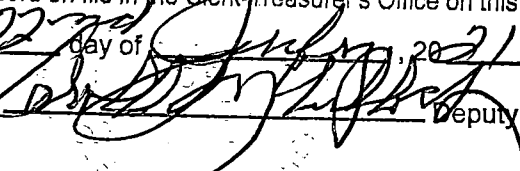
3. **INDEMNIFICATION.** Contractor agrees to indemnify and save and hold the County, its agents and employees harmless from any and all claims, causes of action or liability arising from the performance of this contract by Contractor or Contractor's agents or employees.

Douglas County

State of Nevada

CERTIFIED COPY

I certify that the document to which this certificate is attached is a full and correct copy of the original record on file in the Clerk-Treasurer's Office on this

22nd day of July, 2021
By  Deputy