PROFESSIONAL SERVICES AGREEMENT FOR CHILDREN’S ATTORNEYS PROJECT (CAP)

THIS Agreement ("AGREEMENT") is made and entered into this 3rd day of June 2014, by and between LEGAL AID CENTER OF SOUTHERN NEVADA (hereinafter referred to as “ATTORNEY”) and the COUNTY of CLARK (hereinafter referred to as the "COUNTY").

WHEREAS, the COUNTY desires to engage the services of ATTORNEY for legal representation of abused and neglected children; and

WHEREAS, the ATTORNEY is willing to provide legal services for legal representation of abused and neglected children, as requested by COUNTY and subject to the terms and conditions of this AGREEMENT;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

I. SCOPE OF SERVICES
   A. The COUNTY hereby retains and employs the ATTORNEY to defend and represent abused and neglected children as designated by COUNTY.
   B. The ATTORNEY will observe and abide by the terms and conditions of all applicable laws, regulations, ordinances or rules of the United States, of the State of Nevada, and the COUNTY, or of any duly constituted public authority or agency, including but not limited to COUNTY.
   C. The ATTORNEY will provide the COUNTY with such reports, including written progress reports, as the COUNTY may reasonably request regarding the status of each client or case referred to the ATTORNEY. The ATTORNEY will also provide the COUNTY with copies of all correspondence with companies, persons and agencies other than the COUNTY, which are related to the performance of this AGREEMENT.
   D. All materials developed, prepared or acquired during the performance of services under this AGREEMENT, including without limitation, all finished or unfinished documents, research, pleadings, memoranda, briefs, evaluations, studies and reports shall be available to the COUNTY upon request.
   E. The services provided pursuant to the AGREEMENT are nonexclusive and the COUNTY is not limited by this AGREEMENT from entering into other agreements for legal services with other attorneys.
   F. The ATTORNEY shall devote as much time to providing legal representation to the clients of the COUNTY as required by the circumstances of each case. The ATTORNEY shall also be accessible and available for assignment and consultation on all judicial days. The ATTORNEY shall give priority to requests from the COUNTY over any obligations incurred by his private practice of law. This AGREEMENT shall not prohibit the ATTORNEY from engaging in private practice of law with persons other than those assigned to him by the COUNTY so long as it does not interfere and conflict with his ability to fulfill the needs of the clients assigned to him by the COUNTY.

II. ATTORNEYS’ FEES / INVOICES
   A. The ATTORNEY shall provide COUNTY with services under this AGREEMENT and the ATTORNEY agrees to accept full compensation for the performance of the services as defined in Exhibit “A” for the not-to-exceed amount of $480,000. The COUNTY’s obligation to pay ATTORNEY cannot exceed the not-to-exceed amount.
B. The ATTORNEY shall submit a claim monthly to the COUNTY setting forth the hours in which he has performed services for the previous month, which claims shall be submitted to the COUNTY for payment after approval by the COUNTY. Each claim shall identify services performed by task, the name of the person who provided the services, and a brief descriptive narrative of the service provided.

III. TERM / TERMINATION
A. Unless otherwise sooner terminated, the term of this AGREEMENT shall be from the period of July 1, 2014 until midnight on June 30, 2015, with the option to extend this AGREEMENT for up to six (6) months from its expiration date, as authorized by the manager of the Clark County Community Resource Management Division.

B. The COUNTY, in its sole discretion and with or without cause, or the ATTORNEY, may terminate this AGREEMENT at any time upon thirty (30) days written notice in advance. Upon termination, the COUNTY may require the ATTORNEY to continue the handling of pending cases or hearings occurring pursuant to this AGREEMENT for a period not to exceed thirty (30) days from the termination or expiration of this AGREEMENT, or require the ATTORNEY to return all files to the COUNTY.

C. In the event this AGREEMENT is terminated, the ATTORNEY will be compensated for all work performed to the effective date of termination or expiration in accordance with the provisions of Section II of this AGREEMENT.

IV. RECORDS
The ATTORNEY shall maintain and make available to the COUNTY for inspection all documents including, but not limited to, books, records, reports, evaluations and other evidence directly pertinent to performance under this AGREEMENT in accordance with its general practices.

V. AUDITS
The performance of this contract by the ATTORNEY is subject to review by COUNTY to insure contract compliance. The ATTORNEY agrees to provide the COUNTY any and all information requested that relates to the performance of this contract. All requests for information will be in writing to the ATTORNEY. 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.

VI. OWNERSHIP OF DOCUMENTS
All documents, including but not limited to files, pleadings, discovery, reports, evaluations, and other records prepared or kept by the ATTORNEY in the performance of its obligations under this AGREEMENT shall be the exclusive property of the COUNTY and all such materials shall be remitted to the COUNTY by the ATTORNEY upon expiration or termination of this AGREEMENT.

VII. ASSIGNMENT
The ATTORNEY shall neither assign, transfer, nor delegate, any rights, obligations or duties under this AGREEMENT without prior written consent of the COUNTY.

VIII. AMENDMENT AND MODIFICATION
No provision of this AGREEMENT will be deemed waived, amended or modified by either party unless such waiver, amendment or modification is in writing and signed by the authorized agents of both parties.

IX. APPLICABLE LAW
This AGREEMENT shall be governed by and interpreted according to the law of the State of Nevada.
X. **INSURANCE**
The ATTORNEY shall obtain, at its own expense, and shall maintain during the entire period that this AGREEMENT is in effect, professional liability insurance with a policy limit of at least one million dollars ($1,000,000.00).

XI. **ETHICS OF ATTORNEY**
The ATTORNEY shall abide by and perform his/her duties in accordance with the ethics of the legal profession and all federal, state, local and municipal laws, regulations, rules and ordinances regulating the practice of law.

XII. **INDEPENDENT CONTRACTOR**
The ATTORNEY is an independent contractor and not an officer or employee of the COUNTY. The ATTORNEY shall set his/her own work hours and determine his/her own means and methods. The COUNTY shall have no control over the ATTORNEY’s work hours, means or methods. No permitted or required approval by the COUNTY of documents or services of the ATTORNEY shall be construed as making the COUNTY responsible for the manner in which the ATTORNEY performs services, or make the COUNTY responsible for any negligence, errors or omissions of the ATTORNEY. Such approvals are intended only to give the COUNTY the right to satisfy itself with the quality of service performed by the ATTORNEY.

The ATTORNEY is responsible for paying, and shall indemnify, defend and hold harmless the COUNTY from all matters relating to the payment of, the salaries, wages, payroll taxes, and benefits for his/her employees. The ATTORNEY acknowledges that the ATTORNEY and any subcontractors, associates, agents or employees employed by the ATTORNEY shall not, under any circumstances, be considered employees of the COUNTY, and that they shall not be entitled to any of the benefits or rights afforded employees of the COUNTY including, but not limited to, sick leave, vacation leave, holiday pay, bonus pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability and worker’s compensation benefits.

XIII. **EXCLUSIVE BENEFIT OF THE PARTIES/NO THIRD PARTY RIGHTS**
Except as specifically provided in this section, this AGREEMENT is not intended to create any rights, benefits, powers or interests in any party other than the ATTORNEY and the COUNTY and this AGREEMENT is entered into for the exclusive benefit of the COUNTY and the ATTORNEY.

XIV. **NON-DISCRIMINATORY EMPLOYMENT PRACTICES**
The ATTORNEY will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity or gender expression, age, national origin or any other protected status.

XV. **SEVERABILITY**
Any provision or portion of this AGREEMENT prohibited as unlawful or unenforceable shall be ineffective without affecting other provisions of this AGREEMENT. If the provisions of such applicable law may be waived, they are hereby waived to the end that this AGREEMENT may be deemed to be a valid and binding AGREEMENT enforceable in accordance with its terms.

XVI. **JOINT VENTURE**
Nothing herein shall be construed to imply a joint venture or principal and agent relationship between the COUNTY and the ATTORNEY, and neither party shall have any right, power or authority to create any obligation, express or implied, on behalf of the other.

XVII. **INDEMNIFICATION**
The ATTORNEY shall indemnify, hold and save harmless, and defend (without any cost to the COUNTY), the COUNTY, its Board of Commissioners and its officers, agents, employees and volunteers against any and all lawsuits, actions, losses, claims, costs, damages, judgments, fines, liability and costs and expenses of whatever nature, including court costs, expert witness fees and attorney’s fees, which arise out of, are related to, or are resulting from any work, action or inaction of the ATTORNEY, its
officers, employees, agents, contractors, subcontractors, associates, third parties and volunteers, in connection with or related to the performance of this AGREEMENT and/or legal services provided pursuant to this AGREEMENT, including any concurrent or joint negligence, whether active or passive, of the COUNTY, its officers, employees, volunteers or agents. This Section XVI of this AGREEMENT survives termination and expiration of this AGREEMENT.

XVIII. NON-EXCLUSIVE AGREEMENT
The ATTORNEY agrees that its employees shall devote such time to the performance of its duties under this AGREEMENT as is required by the circumstances of each case. Nothing herein shall be construed as a limitation upon the right of the ATTORNEY to engage in the private practice of law subject to the provisions of Section I (F) of this AGREEMENT.

XIX. NOTICES
Any notice required or permitted to be given, under this AGREEMENT shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery or United States Mail at the following addresses:

TO COUNTY: Emma Garcia, Grants Coordinator
CLARK COUNTY GOVERNMENT CENTER
500 S. Grand Central Parkway
Las Vegas, Nevada 89155
Telephone Number 455-5025

TO ATTORNEY: Barbara E. Buckley, Esq.
Executive Director
LEGAL AID CENTER OF SOUTHERN NEVADA
725 E. Charleston Boulevard
Las Vegas, Nevada 89104
Telephone Number 386-1070 ext. 1406

Either party may, at any time and from time to time, change its representative or address by written notice to the other.

XX. ENTIRE AGREEMENT
This AGREEMENT constitutes the entire agreement between the parties and may only be modified, supplemented or amended by a written agreement signed by both parties.
IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed the day and year first above written.

OWNER:

CLARK COUNTY, NEVADA

By: YOLANDA KING
   Chief Financial Officer

CONTRACT ATTORNEY:

LEGAL AID CENTER OF SOUTHERN NEVADA

By: BARBARA E. BUCKLEY, ESQ.
   Executive Director

APPROVED AS TO FORM:

STEVEN B. WOLFSON,
District Attorney

By: ELIZABETH VIBERT
   Deputy District Attorney
EXHIBIT “A”
SCOPE OF WORK

Legal Aid Center of Southern Nevada – Children’s Attorney Project
Clark County Child Advocacy Contract
FY - 2014/2015 Budget

**INCOME**

<table>
<thead>
<tr>
<th>Source</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Filing fees: AB 192 etc</td>
<td>$2,207,693.00</td>
</tr>
<tr>
<td>VOCA (Grant Expires 2015)</td>
<td>$ 160,000.00</td>
</tr>
<tr>
<td>Private Fundraising</td>
<td>$ 200,000.00</td>
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<tr>
<td>Justice League of Nevada*</td>
<td>$ 101,885.00</td>
</tr>
<tr>
<td>LACSN In-Kind/Other</td>
<td>$   8,586.00</td>
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<tr>
<td>Clark County (contract)</td>
<td>$  480,000.00</td>
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<tr>
<td><strong>TOTAL INCOME</strong></td>
<td><strong>$3,158,164.00</strong></td>
</tr>
</tbody>
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**EXPENSES & FRINGE (Total staff = FTE 29)**

<table>
<thead>
<tr>
<th>Source</th>
<th>Clark County</th>
<th>LACSN</th>
<th>Total Project</th>
</tr>
</thead>
<tbody>
<tr>
<td>Program Directing Atty: (1 FTE)</td>
<td>$ 5,061.07</td>
<td>$108,349.91</td>
<td>$113,410.98</td>
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<tr>
<td>Program Attorneys: (16 FTE)</td>
<td>$292,771.93</td>
<td>$1,139,810.62</td>
<td>$1,432,582.55</td>
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<td>Paralegal/Adv/Sup staff (12 FTE)</td>
<td>$ 78,000.00</td>
<td>$ 743,870.41</td>
<td>$ 821,870.41</td>
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<tr>
<td>Admin, recruit, CLE expenses</td>
<td>$  3,600.00</td>
<td>$  5,674.00</td>
<td>$  9,274.00</td>
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<tr>
<td>Fringe</td>
<td>$ 36,642.00</td>
<td>$488,369.06</td>
<td>$525,011.06</td>
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<td><strong>Subtotal:</strong></td>
<td><strong>$416,075.00</strong></td>
<td><strong>$2,486,074.00</strong></td>
<td><strong>$2,902,149.00</strong></td>
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**OTHER**

<table>
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<tr>
<th>Source</th>
<th>Amount</th>
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<tr>
<td>Professional Services (Exp &amp; Lit)</td>
<td>$ 2,600.00</td>
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<tr>
<td>Utilities &amp; Maint.</td>
<td>$18,000.00</td>
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<tr>
<td>General Ops (printing, postage)</td>
<td>$30,000.00</td>
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<tr>
<td>Travel/Training</td>
<td>$ 4,760.00</td>
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<tr>
<td>Malpractice Insurance</td>
<td>$ 1,940.00</td>
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<td>Dues/Subscriptions</td>
<td>$ 2,250.00</td>
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<tr>
<td>Equipment &amp; Supplies</td>
<td>$ 3,475.00</td>
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<tr>
<td>Legal Library</td>
<td>$   900.00</td>
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<tr>
<td><strong>Subtotal:</strong></td>
<td><strong>$ 63,925.00</strong></td>
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**PROGRAM EXPENSES:**

<table>
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<tbody>
<tr>
<td><strong>$480,000.00</strong></td>
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<tr>
<td><strong>$2,678,164.00</strong></td>
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<tr>
<td><strong>$3,158,164.00</strong></td>
</tr>
</tbody>
</table>

**NOT TO EXCEED TOTAL AGREEMENT VALUE**

$480,000.00

*Formerly Nevada Law Foundation