

**CONTRACT BETWEEN WASHOE COUNTY AND
ADVANCED INTERPRETING AND TRANSLATING SERVICES**

This Professional Services Agreement for providing Spanish Interpreter Services is entered and effective into this 1st of March, 2023 and between Advanced Interpreting and Translating Services, a Nevada entity, (“CONTRACTOR” or “ORGANIZATON”) and Washoe County (“COUNTY”).

WITNESSETH:

WHEREAS, COUNTY desires to engage the CONTRACTOR to provide Spanish Interpreter Services; and

WHEREAS, CONTRACTOR represents it has the knowledge, skills, and abilities to perform the duties desired by COUNTY and desires to perform the duties upon the terms described herein;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the Parties hereto, intending to be legally bound, hereby agree as follows:

- (1) **Employment of CONTRACTOR.** COUNTY agrees to engage the CONTRACTOR and the CONTRACTOR agrees to perform the services described in their proposal at Exhibit A, incorporated herein by this reference.
- (2) **Time of Performance.** The services to be performed by the CONTRACTOR shall commence March 1, 2023 for a period of four years, with the option to renew for two additional, one-year periods thereafter. COUNTY and/or its authorized representative will provide an approval for the extension in writing no fewer than 30 days prior to the commencement of the contract extension.
- (3) **Compensation.** The total amount to be paid annually for the initial one-year contract period shall not exceed \$138,000.00. This amount shall increase by 2.5% each year of the contract and for any extensions on the contract. The amount for year 2 shall not exceed \$141,450. The amount for year 3 shall not exceed \$144,986.28. The amount for year 4 shall not exceed 148,610.91.
- (4) **Method of Payment.** The payments of the contract term shall be paid in evenly distributed monthly installments of \$11,500.00. The monthly installment will increase when the annual amount of the contract increases by 2.5% each year and for any extensions on the contract. The monthly installment for year 2 of the contract will be \$11,787.50. The monthly installment for year 3 of the contract will be \$12,082.19. The monthly installment for year 4 of the contract will be \$12,384.24. Total payments shall not exceed the amount shown in (3) above.
- (5) **Changes.** COUNTY may from time to time require changes in the scope of services of the CONTRACTOR to be performed. Any changes to the scope of services provided shall be mutually agreed upon and shall be made in writing by the parties. Any resulting change in compensation must be stated in writing.
- (6) **Services and Materials to be Furnished by COUNTY.** COUNTY shall provide adequate staff for liaison with the CONTRACTOR but all services as required by this Agreement shall be provided by the CONTRACTOR.
- (7) **Information and Reports.** The CONTRACTOR shall, at such time and in any form, COUNTY may require, furnish such periodic reports concerning the status of the project, such as statements, reports and copies of count sheets, or other information relative to project as may be requested by COUNTY. The CONTRACTOR shall furnish COUNTY, upon request, with copies of all documents and other material prepared or developed in relation with or as part of project.

- (8) **Records and Inspections.** Contractor shall maintain the confidentiality of any and all information obtained during the performance of this Agreement and may release such information only as allowed or required by law or this Agreement. CONTRACTOR shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the completion of the project. COUNTY shall have free access at all proper times to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities.
- (9) **Completeness of Contract.** Except as otherwise provided, this Agreement and any additional or supplementary document(s) that are incorporated by specific reference contain all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, predating the subject matter of this contract or any part of it shall have any validity or bind any of the parties. Only properly executed amendments shall alter the content of the Agreement.
- (10) **County Not Obligated to Third Parties.** COUNTY shall not be obligated or liable to any party other than the CONTRACTOR. There are no third-party beneficiaries to this Agreement.
- (11) **When Rights and Remedies Not Waived.** In no event shall the making by COUNTY of any payment to the CONTRACTOR constitute or be construed as a waiver by COUNTY of any breach of covenant, or any default which may exist on the part of the CONTRACTOR and the making of any such payment by COUNTY while any such breach or default shall exist in no way impairs or prejudices any right or remedy available to COUNTY in respect to such breach or default.
- (12) **Indemnification and Insurance.** COUNTY has established specific indemnification and insurance requirements for contracts with contractors, to help assure that reasonable insurance coverage is maintained. Indemnification and hold harmless clauses are intended to assure that contractors are aware of and accept responsibility for losses or liabilities related to their activities. All conditions and requirements for insurance and indemnification are set forth in Exhibit B, which is attached and incorporated herein by this reference, and said conditions and requirements shall be completed prior to the commencement of any work pursuant to this Agreement. The indemnity provisions of Exhibit B shall survive termination or expiration of this Agreement.
- (13) **Stolen, Damaged, Misplaced Property Claims:** The CONTRACTOR agrees to defend and indemnify COUNTY from and against any and all claims for stolen, damaged, lost, or misplaced property of any kind made by any person during or as a result of the performance of the duties described in this Agreement by CONTRACTOR, CONTRACTOR'S employees, agents, or volunteers.
- (14) **Rights of Title.** All source code, reports, programs, manuals, disks, tapes, and any other material prepared by or worked upon by CONTRACTOR'S employees under this Professional Services Agreement shall be the exclusive property of COUNTY, and COUNTY shall have the right to obtain from CONTRACTOR and/or CONTRACTOR'S employees, and to hold in COUNTY'S name or whatever protection COUNTY may deem appropriate to the subject matter. CONTRACTOR agrees to give to COUNTY all assistance reasonably required to perfect the rights herein above defined.
- (15) **Independent Legal Advice.** Each party hereto represents and warrants that the contents of this Agreement, and the meaning of its covenants, terms and conditions have been explained to them by legal counsel of independent selection and have entered into this Agreement voluntarily and with full knowledge of its legal significance.
- (16) **Independent Contractor:** CONTRACTOR agrees it is an independent contractor, not an employee of COUNTY. Consistent with being an independent contractor:

- A. CONTRACTOR has the sole right to control and direct the details and methods by which the services required by this Agreement are to be performed, including the hours of work.
- B. Neither CONTRACTOR nor CONTRACTOR'S staff shall receive any training from COUNTY in the skills necessary to perform the services required by this Agreement.
- C. CONTRACTOR has the right to perform services for others during the term of this Agreement. COUNTY shall not require CONTRACTOR to devote full time to performing the services required by this Agreement.
- D. CONTRACTOR has the right to hire, employ, or use, and the duty to pay and compensate as required by law, employees, assistants, volunteers, subcontractors, or others to provide the services required by this Agreement. COUNTY shall not hire, supervise, or pay any staff to assist CONTRACTOR.
- E. CONTRACTOR will furnish all equipment and materials used to provide the services required by this Agreement. Unless otherwise provided in this Agreement, CONTRACTOR is responsible for all expenses without reimbursement.
- F. CONTRACTOR shall not be assigned a work location on COUNTY premises, and CONTRACTOR has the right to perform the services required by this Agreement at any place, location, or time.
- G. Neither CONTRACTOR nor any sub-contractors, agents, volunteers, or other persons engaged by CONTRACTOR to perform services pursuant to this Agreement are employees of COUNTY and waive any and all claims to benefits otherwise provided to employees of the COUNTY, including, but not limited to, medical, dental, or other personal insurance, Nevada Public Employees Retirement System (PERS) or other retirement benefits, unemployment benefits, and liability and worker's compensation insurance, all of which shall be the sole responsibility of CONTRACTOR as applicable.
- H. CONTRACTOR agrees to provide COUNTY with a copy of contractor's business license, or with a copy of the notice of exemption from the Nevada Secretary of State. CONTRACTOR must also provide COUNTY with the Employer Identification Number (EIN) issued to the business by the Internal Revenue Service on the required Form W-9. The COUNTY will not accept a social security number in lieu of an EIN.
- I. CONTRACTOR is solely responsible for federal taxes and social security payments applicable to money received for services provided. CONTRACTOR understands that the COUNTY complies with the requirements of the Internal Revenue Service for the reporting of miscellaneous income on Form 1099-MISC, and that amounts paid to CONTRACTOR will be reported to the IRS accordingly.
- J. CONTRACTOR agrees to provide COUNTY with certificates of insurance as listed in the Indemnification and Insurance provisions attached as Exhibit "B" to this Agreement and incorporated by reference.
- K. CONTRACTOR understands and agrees that the Employees' Retirement System of the State of Nevada (PERS), NRS Chapter 286, and PERS official policies limit or prohibit PERS retirees' ability to receive compensation for work performed for public employers such as Washoe County. PERS official policies require that COUNTY notify PERS of retirees who accept employment or an independent contract. If CONTRACTOR is a PERS retiree, it is CONTRACTOR'S responsibility to seek advice from PERS and/or independent legal counsel regarding earnings restrictions. CONTRACTOR agrees that COUNTY shall not be liable for PERS benefits of any kind which may

be lost or forfeited as a result of work performed by Contractor pursuant to this Agreement.

CONTRACTOR is ___ or ___ is not currently a retired member of the PERS ____ (initial here).

L. If previously an employee of Washoe County, I certify that I left the position in good standing and not due to discharge and more than 6 months from the effective date of this agreement. ____ (initial here)

(17) **Background Checks:**

All employees of CONTRACTOR shall be subject to a background check. CONTRACTOR will ensure that a background investigation has been completed pursuant to NRS 179A.180, et seq., for all staff members who work, interact with, or have access to Emergency shelter participants.

(18) **Personnel.** The CONTRACTOR has all personnel required to perform the services under this Agreement. All the services required will be performed by the CONTRACTOR or under CONTRACTOR'S supervision, and all personnel engaged in the work shall be qualified to perform such services. CONTRACTOR represents that it has no interest and agrees that it will acquire no interest, direct or indirect, that would conflict in any manner with the performance of the services under this Agreement. CONTRACTOR further agrees that, in the performance of this Agreement, no person having any such interest will be employed. CONTRACTOR also agrees by signing this Agreement to the following:

CONTRACTOR, its principals, and agents, to the best of its knowledge and belief:

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b) Have not within a three year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in (ii) above;
- d) Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default; and
- e) Understand that a false statement on this certification may be grounds for rejection or termination of this Agreement. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

(19) **Assignability.** The parties hereby agree that CONTRACTOR may not assign, convey, or transfer its interest, rights, and duties in this Agreement without the prior written consent of COUNTY.

(20) **Notices.** Any notices, bills, invoices, or reports required by this Agreement shall be sufficient if delivered in person or sent by the parties in the United States mail, postage paid, to the addresses noted below. Unless otherwise provided in this Agreement, any notices, bills, etc. shall be deemed delivered upon personal delivery, or three days after deposit in United States mail:

To COUNTY:

Washoe County Public Defender
350 South Center Street, 5th Floor
Reno, Nevada 89520

To CONTRACTOR:

Orlando Yaran
P.O. Box 2632
Reno, Nevada 89505

- (21) **Limited Liability.** COUNTY will not waive and intends to assert available defenses and limitations contained in Chapter 41 of the Nevada Revised Statutes. Contract liability of both parties shall not be subject to punitive damages. Actual damages for COUNTY's breach of this Agreement shall never exceed the amount of funds that have been appropriated for payment under this Agreement, but not yet paid, for the fiscal year budget in existence at the time of the breach.
- (22) **Severability.** If any provision of this Agreement is determined to be illegal, invalid, or unenforceable, the provision shall be deleted and the parties shall, if possible, agree on a legal, valid, and enforceable substitute provision that is as similar in effect to the deleted provision as possible. The remaining portion of the Agreement not determined to be illegal, invalid, or unenforceable shall, in any event, remain valid and effective for the term remaining unless the provision found illegal, invalid, or unenforceable goes to the essence of this Agreement.
- (23) **Governing Law and Venue.** The laws of the State of Nevada shall govern this Agreement and the performance of the duties described herein. All parties consent to the personal jurisdiction of the state courts in Washoe County, Nevada and to the service of process by any means authorized by such court or under the laws of the State of Nevada. The exclusive venue of any action or proceeding arising out of or in connection with this Agreement shall be the State Courts in Washoe County, Nevada.
- (24) **Non-Appropriation Clause.** The COUNTY reasonably believes that funds can be obtained sufficiently to make all payments during the term of this Agreement. If the COUNTY does not allocate funds to continue the function performed by the CONTRACTOR obtained under this Agreement, this Agreement shall be terminated when appropriated funds expire, without penalty, charge or sanction to the COUNTY. The COUNTY may terminate its participation in this Agreement, without penalty, charge or sanction, effective immediately upon receipt by Contractor of written notice on any date specified if for any reason the COUNTY's funding source is not appropriated or is withdrawn, limited, or impaired. The COUNTY will make every reasonable effort to ensure payment for services rendered by the Contractor.
- (25) **Fundraising.** The CONTRACTOR shall not engage in any fundraising related to the Emergency Shelter without prior written approval by Washoe County for any fundraising efforts. For any Emergency Shelter related fundraising efforts, all fundraising costs must be accounted for and reported to COUNTY quarterly and used exclusively to benefit the project.
- (26) **Storage.** Facilitate the placement and retrieval of clients' possessions in and out of the COUNTY provided storage space. Washoe County will identify the storage space however the CONTRACTOR will be charged with providing staffing for putting participant possessions into storage and retrieving such possessions when needed. Clients will have their own limited storage space but assistance may be needed with additional storage needs.

(27) **Survival of Terms.** All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

(28) **Debarment & Suspension**

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by COUNTY. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to COUNTY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(29) **Termination**

In addition to other provisions of this Agreement, either party has the right to terminate the Agreement with or without cause at any time upon giving Contractor thirty (30) day's written notice. In the event the Agreement is terminated by COUNTY in accordance with this provision, COUNTY agrees to pay Contractor for all work satisfactorily completed.

(30) **Compliance with Clean Air Act**

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to the COUNTY and understands and agrees that the COUNTY will, in turn, report each violation as required to assure notification to the federal funding agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

(31) **Federal Water Pollution Control Act**

- (1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the COUNTY and understands and agrees that the COUNTY will, in turn, report each violation as required to assure notification to the federal funding agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed

in whole or in part with Federal assistance.

(32) **Legal/Contractual/Administrative remedies for breach of contract**

Either Party may terminate this Agreement by written notice to the other Party if the other Party is in material breach or default of any provision of this Agreement and does not remedy such breach or default, or provide satisfactory evidence that such default will be expeditiously remedied, within thirty (30) days after being given such notice. In the event of such termination, County shall pay Contractor for all Services satisfactorily performed to the date of termination.

(33) **Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier-to-tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

ANTI- LOBBYING CERTIFICATION

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

5. The Contractor, Advanced Interpreting and Translating Services, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

• Carl Webb

Name and Title of Contractor's Authorized Official

04 / 18 / 2023

Date

Equal Employment Opportunity

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the

administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Contractor agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Contractor under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Contractor; and refer the case to the Department of Justice for appropriate legal proceedings.

Compliance with the Contract Work Hours and Safety Standards Act

- (1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- (3) *Withholding for unpaid wages and liquidated damages.* The Federal funding agency, shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor,

such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

- (4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

Performance and Payment Bonds

The Faithful Performance Bond shall be conditioned that the Work under the Contract shall be performed in accordance with the Specifications and terms of this Agreement and shall guarantee the Work for a period of one

(1) year.

The Contractor agrees that it will before this Contract becomes effective, furnish COUNTY a Faithful Performance Bond and a Labor and Material Payment Bond, furnished by a company or companies acceptable to COUNTY, each in an amount equal to one hundred percent (100%) of the total Contract sum.

Labor and Material Payment Bond shall be conditioned to provide and secure payment for all material, provisions, provender and supplies, teams, trucks and other means of transportation used in, or upon or about the Work and for any labor done thereon.

Access to Records

Access to Records. The following access to records requirements apply to this contract:

- (1) The Contractor agrees to provide the (Insert Pass-through entity if applicable), COUNTY, and the [INSERT FEDERAL AGENCY], Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the [INSERT FEDERAL AGENCY], authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

Contract Changes or Modifications- Must be agreed upon in writing and signed by both parties.

Compliance with Federal Law, Regulations, and Executive Orders

This is an acknowledgement that Federal financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders.

No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

Fraud and False or Fraudulent Statements Or Related Acts

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

Boycott Certification. Pursuant to NRS 332.065(2), as of July 1, 2018, by signature of this contract, all parties acknowledge, agree, and certify that no party is currently engaged in a boycott of Israel; and further, all parties agree not to engage in any form of boycott of Israel for the duration of the contract period and any subsequent contract renewals, if applicable.

Vietnam Veterans. The CONTRACTOR agrees to comply with Section 402-Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era Act.

Americans with Disabilities Act. The CONTRACTOR agrees to comply with any federal regulations issued pursuant to the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973, as amended.

Hatch Act. Neither CONTRACTOR program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 15 of Title 5, United States Code.

Drug-Free Workplace Requirements. CONTRACTOR agrees to conform to the guidelines set forth in the certification regarding Drug-Free Workplace Requirements. PROVIDER certifies that it will provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about:

1. The dangers of drug abuse in the workplace;
 2. The grantee's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (1);
- d. Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant, the employee will:
1. Abide by the terms of the statement; and
 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- e. Notifying the agency within ten days after receiving notice under subparagraph (4) (b) from an employee or otherwise receiving actual notice of such convictions;
- f. Taking one of the following actions, within 30 days of receiving notice under subparagraph (4) (b), with respect to any employee who is so convicted;
1. Taking appropriate personnel action against such employee, up to and including termination; or
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).

IN WITNESS WHEREOF, COUNTY and the CONTRACTOR have executed this Agreement as of the date first written above.

WASHOE COUNTY PURCHASING AND CONTRACTS MANAGER	CONTRACTOR
By:	By: Carl Webb
Title: Purchasing and Contracts Manager	Title: Partner
Date:	Date: 04/ 18 /2023

EXHIBIT A - SCOPE OF WORK

DEFINITIONS

1. The County means, the Office of the Washoe County Public Defender (WCPD)
2. CONTRACTOR means Advanced Interpreting and Translating Services
3. Interpreter services means Spanish to English and English to Spanish interpretation by a Certified and licensed interpreter.
4. Spanish speaking clients, family members or witnesses means a Spanish speaking person detained or housed at the Washoe County Detention Facility or released by the court pending adjudication, regardless of whether that person has been charged with, arraigned on, or is pending sentencing; a Spanish speaking juvenile accused of delinquency housed at the Jan Evans Juvenile Justice Center or released pending adjudication and his Spanish speaking parents or guardians; a Spanish speaking person facing termination of parental rights by Petition through the Washoe County Family Courts; a Spanish speaking person who the State is seeking to hospitalize by involuntary commitment; Spanish speaking witnesses for the defense of criminal charges and Spanish speaking clients who are being evaluated for competency, mental health issues, risk assessments and substance abuse evaluations where a Spanish speaking professional is unavailable.
5. Certified licensed interpreter means an interpreter in good standing certified pursuant to the requirements of NRS 1.510 and Court Interpreter Program of the Administrative Offices of the Courts for the Nevada Supreme Court.

CONTRACTOR'S RESPONSIBILITIES

The CONTRACTOR will:

1. Provide interpreter services for the WCPD for all Spanish speaking clients, family members and witnesses for attorney interviews, client meetings, review of relevant and pertinent case discovery with attorney and client, witness interviews and communication with family members at the WCPD offices, the Washoe County Jail, Washoe County Justice Court, or the Jan Evans Juvenile Justice Center. Monday through Friday from 8-12 and 1-4:30.
2. Provide interpretation for Spanish speaking clients and witnesses outside of court at the Justice Courts of Washoe County located in Reno, Sparks, Incline, and Wadsworth, Nevada, and the Family Courts of Washoe County when the courts are in session and a client, family member or witness needs out of court interpreter services.
3. Provide basic translation of documents written in Spanish excluding audio/video transcription or translation of records.
4. Provide interpreter services for non-Spanish speaking professionals for competency evaluations, mental health evaluations, risk assessments and substance abuse evaluations.

COUNTY'S RESPONSIBILITIES

1. County will provide access to CONTRACTOR of WCPD case management system for scheduling. Including a weekly calendar of interpreter appointments.

2. County will provide access to a uniform scheduling program for CONTRACTOR to schedule interpreter appointments and meetings through the WCPD attorneys and staff.

General Requirements

1. CONTRACTOR must provide Certified licensed interpreters in good standing certified pursuant to the requirements of NRS 1.510 and Court Interpreter Program of the Administrative Offices of the Courts for the Nevada Supreme Court for services rendered.
2. CONTRACTOR must be able to commit on average 30 hour per week for interpreter services for the WCPD.

EXHIBIT B - INSURANCE, HOLD HARMLESS AND INDEMNIFICATION REQUIREMENTS FOR SPANISH INTERPRETER SERVICES

INDEMNIFICATION

CONTRACTOR Liability

As respects acts, errors or omissions in the performance of CONTRACTOR services, CONTRACTOR agrees to indemnify and hold harmless COUNTY, its officers, agents, employees, and volunteers from and against any and all claims, demands, defense costs, or liability to the extent caused by CONTRACTOR'S negligent acts, errors or omissions in the performance of its CONTRACTOR services under the terms of this agreement.

CONTRACTOR further agrees to defend COUNTY and assume all costs, expenses and liabilities of any nature to which COUNTY may be subjected as a result of any claim, demand, action or cause of action arising out of the negligent acts, errors or omissions of CONTRACTOR or its Sub-contractor in the performance of their CONTRACTOR services under the Agreement.

General Liability

As respects all acts or omissions which do not arise directly out of the performance of CONTRACTOR services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, CONTRACTOR agrees to indemnify, defend (at COUNTY'S option), and hold harmless COUNTY, its officers, agents, employees, and volunteers from and against any and all claims, demands, defense costs, or liability arising out of any acts or omissions of CONTRACTOR (or Sub-contractor, if any) while acting under the terms of this agreement; excepting those which arise out of the negligence of COUNTY.

In determining the nature of the claim against COUNTY, the incident underlying the claim shall determine the nature of the claim, notwithstanding the form of the allegations against COUNTY.

GENERAL REQUIREMENTS

COUNTY requires that CONTRACTOR purchase Industrial Insurance (Workers' Compensation), General and Auto Liability, and Professional Errors and Omissions Liability Insurance as described below against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work here under by CONTRACTOR, its agents, representatives, employees or Sub-contractors. The cost of all such insurance shall be borne by CONTRACTOR.

INDUSTRIAL INSURANCE

It is understood and agreed that there shall be no Industrial Insurance coverage provided for CONTRACTOR or any Sub-contractor by COUNTY. CONTRACTOR agrees, as a precondition to the performance of any work under this Agreement and as a precondition to any obligation of the COUNTY to make any payment under this Agreement to provide COUNTY with a certificate issued by an insurer in accordance with NRS 616B.627 and NRS 617.210.

If CONTRACTOR or Sub-contractor is a sole proprietor, coverage for the sole proprietor must be purchased and evidence of coverage must appear on the Certificate of Insurance. Such requirement may be waived for a sole proprietor who does not use

the services of any employees, subcontractors, or independent contractors and completes an Affirmation of Compliance pursuant to NRS 616B627.

Should CONTRACTOR be self-funded for Industrial insurance, CONTRACTOR shall so notify COUNTY in writing prior to the signing of any agreement. COUNTY reserves the right to approve said retentions and may request additional documentation, financial or otherwise for review prior to the signing of any agreement.

MINIMUM LIMITS OF INSURANCE

CONTRACTOR shall maintain coverages and limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be increased to equal twice the required occurrence limit or revised to apply separately to this project or location.
2. Automobile Liability: N/A combined single limit per accident for bodily injury and property damage. No aggregate limit may apply.
3. Professional Errors and Omissions Liability: \$1,000,000 per occurrence and as an annual aggregate. Premium costs incurred to increase CONTRACTOR'S insurance levels to meet minimum contract limits shall be borne by the CONTRACTOR at no cost to the COUNTY.

CONTRACTOR will maintain PROFESSIONAL liability insurance during the term of this Agreement and for a period of three (3) years from the date of substantial completion of the project. In the event that CONTRACTOR goes out of business during the term of this Agreement or the three (3) year period described above, CONTRACTOR shall purchase Extended Reporting Coverage for claims arising out of CONTRACTOR'S negligent acts, errors and omissions committed during the term of the Professional Liability Policy.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the COUNTY Risk Management Division prior to the start of work under this Agreement. COUNTY reserves the right to request additional documentation, financial or otherwise prior to giving its approval of the deductibles and self-insured retention and prior to executing the underlying agreement. Any changes to the deductibles or self-insured retentions made during the term of this Agreement or during the term of any policy must be approved by the COUNTY Risk Manager prior to the change taking effect.

OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability Coverages
 - a. COUNTY, its officers, agents, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of CONTRACTOR, including the insured's

general supervision of CONTRACTOR; products and completed operations of CONTRACTOR; or premises owned, occupied or used by CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to the additional insureds, nor shall the rights of the additional insured be affected by the insured's duties after an accident or loss.

b. CONTRACTOR'S insurance coverage shall be primary insurance as respects COUNTY, its officers, agents, employees and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, agents, employees or volunteers shall be excess of CONTRACTOR'S insurance and shall not contribute with it in any way.

c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to COUNTY, its officers, agents, employees or volunteers.

d. CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

e. CONTRACTOR'S insurance coverage shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to COUNTY except for nonpayment of premium.

ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of no less than A-: VII. COUNTY with the approval of the Risk Manager may accept coverage with carriers having lower Best's ratings upon review of financial information concerning CONTRACTOR and insurance carrier. COUNTY reserves the right to require that the CONTRACTOR'S insurer be a licensed and admitted insurer in the State of Nevada, or on the Insurance Commissioner's approved but not admitted list.

VERIFICATION OF COVERAGE

CONTRACTOR shall furnish COUNTY with certificates of insurance and with original endorsements affecting coverage required by this exhibit. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be on forms approved by COUNTY. **All certificates and endorsements are to be addressed to the specific COUNTY contracting department and be received and approved by COUNTY before work commences.** COUNTY reserves the right to require complete, certified copies of all required insurance policies, at any time.

SUB-CONTRACTORS

CONTRACTOR shall include all Sub-contractors as insureds under its policies or furnish separate certificates and endorsements for each Sub-contractor. Sub-contractor shall be subject to all of the requirements stated herein.

MISCELLANEOUS CONDITIONS

1. CONTRACTOR shall be responsible for and remedy all damage or loss to any property, including property of COUNTY, caused in whole or in part by CONTRACTOR, any Sub-contractor, or anyone employed, directed or supervised by CONTRACTOR.
2. Nothing herein contained shall be construed as limiting in any way the extent to which CONTRACTOR may be held responsible for payment of damages to persons or property resulting from its operations or the operations of any Sub- contractors under it.
3. In addition to any other remedies COUNTY may have if CONTRACTOR fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, COUNTY may, at its sole option:
 - a. Order CONTRACTOR to stop work under this Agreement and/or withhold any payments which become due CONTRACTOR here under until CONTRACTOR demonstrates compliance with the requirements hereof;
 - b. Terminate the Agreement.