



WASHOE COUNTY

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CM/ACM
Finance
DA
Risk Mgt
HR N/A
Other N/A

STAFF REPORT BOARD MEETING DATE: June 28, 2016

DATE: June 14, 2016
TO: Board of County Commissioners
FROM: Al Rogers, Director of Management Services
arogers@washoecounty.us (775) 328-2017
THROUGH: John Slaughter, County Manager
SUBJECT: Approval of an agreement for professional services between Washoe County and Lewis Roca Rothgerber Christie LLP for legislative services for the period of July 1, 2016- June 30, 2017 for [\$121,666.62 plus pre-approved expenses]. (All Commission Districts)

SUMMARY

The Board will receive a recommendation to approve an agreement with Lewis Roca Rothgerber Christie LLP for legislative services for Fiscal Year 2016-2017, including the 2017 Nevada Legislative Session, in the amount of \$121,666.62 plus pre-approved expenses.

PREVIOUS ACTION

Washoe County has approved agreements with Lewis Roca Rothgerber Christie LLP for legislative services that covered representation during five regular legislative sessions (2007, 2009, 2011, 2013 and 2015) and four special sessions (23rd Special Session in 2007, 24th and 25th Special Sessions in 2008, and the 26th Special Session in 2010).

BACKGROUND

Over the past several years, Washoe County has contracted with professional firms to provide legislative lobbying services at the Nevada Legislature during regular, special and interim legislative sessions. Lewis Roca Rothgerber Christie LLP will provide needed legislative expertise to address issues, challenges and opportunities in the months leading up to the legislative session and during the 2017 Nevada Legislative Session.

FISCAL IMPACT

The fiscal impact of this agreement for FY2016-2017 is \$121,666.62 plus pre-approved expenses. The Management Services Division FY2016-2017 budget C101820-710100 included adequate funding for this agreement.

RECOMMENDATION

It is recommended that the Board approve and authorize the Chairman to execute an agreement for professional services between Washoe County and Lewis Roca Rothgerber Christie LLP for legislative services for the period of July 1, 2016- June 30, 2017 for [\$121,666.62 plus pre-approved expenses].

POSSIBLE MOTION

If the Board agrees, a possible motion for approval would be, "I move to approve and authorize the Chairman to execute an agreement for professional services between Washoe County and Lewis Roca Rothgerber Christie LLP for legislative services for the period of July 1, 2016- June 30, 2017 for [\$121,666.62 plus pre-approved expenses]."

**AGREEMENT FOR PROFESSIONAL SERVICES
(Legislative Services)**

THIS AGREEMENT is made and entered between the County of Washoe (hereinafter "COUNTY") and LEWIS ROCA ROTHGERBER CHRISTIE

WHEREAS, COUNTY desires to employ a lobbyist to represent COUNTY during the 2016 Interim Session and during the 79th Session of the Nevada Legislature.

WHEREAS, LEWIS ROCA ROTHGERBER CHRISTIE is ready, able and willing to perform said desired services;

NOW, THEREFORE, the parties agree as follows:

1. Professional Services To Be Performed. LEWIS ROCA ROTHGERBER CHRISTIE shall assist COUNTY in appearing in the legislative building in Carson City and elsewhere as necessary during the 2016 Interim Session and 120 days of the 79th Nevada Legislature and any subsequent Special Sessions of the Legislature in Carson City to communicate with various members and staff of the Nevada Legislature COUNTY's position on any legislative matter relating to or impacting COUNTY. LEWIS ROCA ROTHGERBER CHRISTIE shall also be available during the term of this Agreement to appear, when requested, on behalf of COUNTY to express COUNTY's position on legislation at various legislative functions and meetings held prior to and during the 2017 legislative session. Specific scope of legislative work and legislative representation assumptions are further delineated in Exhibit "A" and "B".
2. Deliverables: LEWIS ROCA ROTHGERBER CHRISTIE shall provide the COUNTY monthly updates regarding legislative activities, including a report of government affairs issues relating to or impacting the COUNTY during the 2016 Interim Session and 2017 Legislative Session. These updates shall be provided to the COUNTY after the end of each month or 30 days from the start of the month. LEWIS ROCA ROTHGERBER CHRISTIE shall coordinate with the County Manager or designated representative on preparing the county's final report on legislative measures during the 2016 Interim Session and 2017 Legislative session.
3. Term of Agreement. This Agreement shall commence as of July 1, 2016 and terminate, unless renewed by COUNTY, on June 30, 2017.
4. Compensation. In consideration of LEWIS ROCA ROTHGERBER CHRISTIE's services, COUNTY agrees to pay LEWIS ROCA ROTHGERBER CHRISTIE on a monthly basis as follows:

	<u>Amount</u>
Monthly Rate	
2016 Interim Session	
July 1, 2016 – December 31, 2016	\$5,277.77
Total Compensation for Term of Agreement	\$31,666.62

2017 Legislative Session January 1, 2017 –June 30, 2017)	\$15,000
Total Compensation for Term of Agreement:	\$90,000.00

LEWIS ROCA ROTHGERBER CHRISTIE shall present an invoice to COUNTY at the end of each month and COUNTY shall make payment to LEWIS ROCA ROTHGERBER CHRISTIE within 15 working days of said submission.

5. Expenses. COUNTY agrees to reimburse LEWIS ROCA ROTHGERBER CHRISTIE for actual out-of pocket expenses for such items as printing and reproduction of documents, travel, entertainment, telephone, and items required and paid for by LEWIS ROCA ROTHGERBER CHRISTIE on behalf of COUNTY. All such expenses shall be pre-approved by the County Manager, consistent with expenses allowable for lobbying under Washoe County Code and documented as part of LEWIS ROCA ROTHGERBER CHRISTIE’s monthly invoice. COUNTY shall reimburse in full or pro rata, where other clients of LEWIS ROCA ROTHGERBER CHRISTIE are benefited, LEWIS ROCA ROTHGERBER CHRISTIE’s extraordinary expenses. For purpose of this paragraph, “extraordinary expenses” means out of state travel or attendance at conferences at the request of COUNTY subject to the approval in advance of the County Manager. Except as provided herein, LEWIS ROCA ROTHGERBER CHRISTIE shall be responsible for all routine expenses incurred while performing services under this Agreement.

6. LEWIS ROCA ROTHGERBER CHRISTIE Status. LEWIS ROCA ROTHGERBER CHRISTIE is a contract lobbyist, providing normal and customary lobbying services to COUNTY under this Agreement and shall not be considered an employee of COUNTY for any purpose. It is agreed that LEWIS ROCA ROTHGERBER CHRISTIE is an independent contractor pursuant to Nevada Revised Statutes 284.173. It is expressly understood that there shall be no (1) withholding of income taxes by COUNTY; (2) industrial insurance coverage provided by COUNTY; (3) participation in group insurance plans which may be available to employees of COUNTY; (4) participation or contributions by either the independent contractor or COUNTY to the Public Employees Retirement System.

7. Representation. The parties acknowledge that this is not an exclusive representation agreement and that LEWIS ROCA ROTHGERBER CHRISTIE will represent other clients and entities before the Nevada Legislature and before other judicial, quasi-judicial, and legislative bodies. LEWIS ROCA ROTHGERBER CHRISTIE agrees to update the COUNTY on any conflicts as they may arise so that those issues may be resolved in a mutually agreed manner.

8. Conflicts. As a relatively large law firm, LEWIS ROCA ROTHGERBER CHRISTIE represents many other companies and individuals. It is possible that some of LEWIS ROCA ROTHGERBER's present or future clients will have disputes with the COUNTY during this engagement. Furthermore, some of LEWIS ROCA ROTHGERBER CHRISTIE 's present or future clients may be other municipalities or governmental agencies with matters before, or relating to,

the Nevada Legislature. Therefore, as a condition to LEWIS ROCA ROTHGERBER CHRISTIE undertaking this engagement, the COUNTY agrees that LEWIS ROCA ROTHGERBER CHRISTIE may continue to represent, or may undertake in the future to represent, existing or new clients in any matter that is not substantially related to state legislative advocacy which is the exclusive scope of this engagement, even if the interests of such clients in those other matters are directly adverse to the COUNTY. The COUNTY's prospective consent to conflicting representation contained in the preceding sentence shall not apply in any instance where, as the result of LEWIS ROCA ROTHGERBER CHRISTIE's representation of the COUNTY, LEWIS ROCA ROTHGERBER has obtained sensitive, proprietary or other confidential information that, if known to any such other client of LEWIS ROCA ROTHGERBER CHRISTIE, could be used in any such other matter by such client to the material disadvantage of the COUNTY.

From time to time, LEWIS ROCA ROTHGERBER CHRISTIE represents other clients who have business with, or before, the COUNTY. As examples, LEWIS ROCA ROTHGERBER CHRISTIE may represent entities seeking business licenses, liquor licenses, land use approvals, zoning variances and a variety of other commercial matters related to the regulatory power of the COUNTY. LEWIS ROCA ROTHGERBER CHRISTIE also represents clients who may provide services to, in competition with or otherwise contract with the COUNTY such as real estate developers, utilities or vendors. LEWIS ROCA ROTHGERBER CHRISTIE is only willing to undertake the engagement under this Agreement on behalf of the COUNTY on the express understanding that the COUNTY waives any conflict of interest and agrees not to assert a conflict of interest with respect to any past, present or future representation of other clients before or in matters involving the COUNTY; provided that such representation is not substantially related to state legislative advocacy which is the exclusive scope of this engagement.

The conflict of interest issues addressed in this engagement letter are governed by Nevada Supreme Court Rule 1.7, effective May 1, 2006, the provisions of which are deemed to be incorporated herein as though set full in forth.

When representation of multiple clients in a single matter is undertaken, the consultation shall include explanation of the implications of the common representation and the advantages and risks involved.

When LEWIS ROCA ROTHGERBER CHRISTIE represents other clients appearing before the COUNTY or adverse to the COUNTY, the COUNTY has available legal representation through its own personnel and through outside counsel. LEWIS ROCA ROTHGERBER CHRISTIE does not believe that its representation of the other clients in those past, present or future assignments will adversely affect the relationship between LEWIS ROCA ROTHGERBER CHRISTIE and the COUNTY with respect to the state legislative advocacy which is the exclusive scope of this engagement. LEWIS ROCA ROTHGERBER CHRISTIE understands that the COUNTY has likewise concluded that retention of LEWIS ROCA ROTHGERBER CHRISTIE with respect to the state legislative

advocacy which is the exclusive scope of this engagement will not be adversely affected by LEWIS ROCA ROTHGERBER CHRISTIE 's representation of other clients before or adverse to the COUNTY on issues not substantially related to such legislative advocacy engagement.

The great majority of the jurisdictions which have addressed the issue have concluded that a governmental entity such as the COUNTY has the power to waive an actual or potential conflict of interest. There are, however, some exceptions. At least a couple of jurisdictions have concluded that a waiver from a State or local government would not be enforced. New Jersey Rules of Professional Conduct 1.7(a)(2) & 1.7(b)(2); State of West Virginia v. MacQueen, 416 S.E.2d 55 (W. Va. 1992); and City of Little Rock v. Cash, 644 S.W.2d 229 (Ark. 1982).

LEWIS ROCA ROTHGERBER CHRISTIE has discovered no published controlling precedent on the issue from within the State of Nevada. LEWIS ROCA ROTHGERBER CHRISTIE is aware that more than 15 years ago, Federal District Court Judge Roger Foley expressed the opinion in an interlocutory order that a county did not or should not have the power to waive a conflict of interest. The Nevada Supreme Court has not formally expressed an opinion on the topic. LEWIS ROCA ROTHGERBER CHRISTIE believes that, if the issue were presented today in Nevada, a court should conclude that State and local governments have the same power to waive a conflict of interest as a private entity. Because of the unsettled nature of Nevada law on such a waiver, LEWIS ROCA ROTHGERBER CHRISTIE requests that this provision be approved by the County Commission.

The COUNTY waives any conflict of interest, agrees not to assert a conflict of interest and expressly consents to any past, present or future representation by LEWIS ROCA ROTHGERBER CHRISTIE of other clients having matters before the COUNTY or adverse to the COUNTY; provided that such representation is not substantially related to the state legislative advocacy which is the exclusive scope of this engagement.

9. Conflict of Interest (COUNTY Officials). An official of the COUNTY, who is authorized in such capacity and on behalf of the COUNTY to negotiate, make, accept or approve, or take part in negotiating, making, accepting or approving this engagement, payments under this engagement or work under this engagement, shall not be directly or indirectly interested personally in this engagement or in any part of this engagement. No officer, employee, architect, attorney, engineer or inspector of, or for, the COUNTY, who is authorized in such capacity and on behalf of the COUNTY to exercise any legislative, executive, supervisory or other similar functions in connection with this engagement, shall become directly or indirectly interested personally in this engagement or in any part of this engagement, any material supply contract, subcontract, insurance contract, or any other contract pertaining to this engagement.
10. Confidentiality - COUNTY Information. All confidential information including, but not limited to, oral statements, computer files, databases and other material or

data supplied to LEWIS ROCA ROTHGERBER CHRISTIE is subject to the attorney-client communication privilege. LEWIS ROCA ROTHGERBER CHRISTIE shall not disclose this information, nor allow to be disclosed to any person or entity without the express prior written consent of the COUNTY. LEWIS ROCA ROTHGERBER CHRISTIE shall have the right to use any such confidential information only for the purpose of providing the services under this engagement, unless the express prior, written consent of the COUNTY is obtained. Upon request by the COUNTY, LEWIS ROCA ROTHGERBER CHRISTIE shall promptly return to the COUNTY all confidential information supplied by the COUNTY, together with all copies and extracts.

The confidentiality requirements shall not apply where: (i) the information is, at the time of disclosure by the COUNTY, then in the public domain; (ii) the information is known to LEWIS ROCA ROTHGERBER CHRISTIE prior to obtaining the same from the COUNTY; (iii) the information is obtained by LEWIS ROCA ROTHGERBER CHRISTIE from a third party who did not receive the same directly or indirectly from the COUNTY; or (iv) the information is subpoenaed by court order or other legal process but, in such event LEWIS ROCA ROTHGERBER CHRISTIE shall notify the COUNTY. In such event, the COUNTY, in its sole discretion, may seek to quash such demand.

11. Public Records. The COUNTY is a government entity as defined by State law. As such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). All of the COUNTY's records, the contents of which are not otherwise declared by law to be confidential, are public records and are subject to inspection and copying by any person. Such matters shall be handled by the COUNTY and LEWIS ROCA ROTHGERBER CHRISTIE shall not provide any of the COUNTY's records to the public as public records.
12. Insurance and Indemnification. COUNTY has established and LEWIS ROCA ROTHGERBER CHRISTIE agrees to accept insurance and indemnification requirements and responsibilities as identified in Exhibit "C", attached hereto and incorporated herein.
13. Termination. This Agreement may be terminated with or without cause by either party upon thirty (30) days notice to the other party. In addition, the Agreement may be terminated immediately by COUNTY if LEWIS ROCA ROTHGERBER CHRISTIE violates any of the provisions of this Agreement or breaches its duty of trust to COUNTY. In such an instance, LEWIS ROCA ROTHGERBER agrees to reimburse COUNTY for any advancement of fees or expenses paid for services to COUNTY not yet rendered and expenses not yet incurred LEWIS ROCA ROTHGERBER CHRISTIE as of the date of termination.
14. Notices. All notices, demands, requests or approvals shall be in writing signed by the notifying party, or officer, agent or attorney of the notifying party and shall have been deemed to have been effective upon delivery in writing if served personally or upon posting if sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

COUNTY: COUNTY OF WASHOE
County Manager's Office
Attn: Al Rogers
1001 East Ninth Street
Reno, Nevada 89512

LEWIS AND ROCA:

LEWIS ROCA ROTHGERBER CHRISTIE
Attn: Alfredo Alonso
Suite 410
50 West Liberty Street
Reno, NV 89501

15. Miscellaneous. LEWIS ROCA ROTHGERBER CHRISTIE agrees to be available and to work solely under the direction of the County Manager or designated representative. This Agreement shall be subject to the provisions of the Washoe County Code and the Statutes of Nevada. LEWIS ROCA ROTHGERBER CHRISTIE also agrees to abide by and comply with NRS 218.900 et. seq., the Nevada Lobbying Disclosure Act and shall be responsible for all required reports and filing as required by said Act.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year written first above.

By: _____
John Slaughter
County Manager

By: _____
Alfredo Alonso
LEWIS ROCA ROTHGERBER CHRISTIE

Date

Date

**Scope of Legislative Work
Exhibit "A"**

LEWIS ROCA ROTHGERBER CHRISTIE will provide legislative related services to the County of Washoe as follows:

- Legislative advocacy services, including representation on behalf of the COUNTY on the primary legislative issues enumerated below before the Nevada Legislature and its various committees (including statutory committees and support agencies), and to the extent necessary prior to and during the legislative session, the Office of the Governor, state agencies, and regulatory bodies of the State of Nevada limited to legislative proposals, bills and business;
- Assistance and guidance in development of the COUNTY'S official position; and the development and recommendation of strategies during the legislative session and any subsequent special sessions and on primary legislative issues relating to or impacting the COUNTY;
- Direct contact and communication on behalf of the County with state legislators and their staff, various state agencies (related to legislative proposals, bills and business), other counties, cities and special districts, various associations and other special interest groups, including the Nevada Association of Counties, the Nevada League of Cities, the Nevada Fiscal Officers Association, the Nevada Taxpayers Association and other associations that may have similar interests or interests that conflict with those of the County;
- Primary legislative issues include.
 - Taxation, land assessment, franchise fees and other county revenue source issues;
 - Social service issues, including child welfare, indigent health care, and public assistance programs;
 - Criminal justice issues, including issues related to the courts, criminal prosecution, public criminal defense, and issues related to incarceration and alternatives to incarceration;
 - Public health issues including issues related to public health clinics and programs, environmental health, and air quality;
 - Homeland security and emergency preparedness issues;
 - Public employment issues related to employee health care, worker's compensation, public employee retirement, and ;
 - Land use issues, regional planning issues, and issues related to annexation, public utilities, capital projects, transportation, natural resources, etc.;
 - Various water issues including, regional water and flood control issues, water rights, water utility rates, consolidation of water services, etc.;
 - Other issues of general or specific interest to county government once specifically identified to LEWIS ROCA ROTHGERBER CHRISTIE by the COUNTY.

The list of primary issues can be expanded at the direction of the County Manager.

- Within the legislative process, represent and act as a spokesperson for the COUNTY, unless otherwise directed by the County Manager or designated representative, on legislation and other related matters;
- Provide to the Washoe County Board of Commissioners and the Washoe County Manager reports and analysis on a regular basis regarding identified primary legislation

and legislative/government affairs issues relating to or impacting the county in any substantial form – either fiscally or by a change of procedures;

- All legislative media contacts will be handled solely by COUNTY staff;
- Provide the COUNTY written reports and analysis on a monthly basis to the County Manager or designated representative on the following information:
 - Identify potential legislation and legislative/government affairs issues relating to or impacting the COUNTY in any substantial form- either fiscally or by a change of procedures;
 - A written or verbal report of government affair issues relating to or impacting the COUNTY during the 2016 Interim Session and 2017 Legislative Session;
 - LEWIS ROCA ROTHGERBER CHRISTIE shall coordinate with the County Manager or designated representative on the preparation of the COUNTY's final report on the final outcome of all interim and 2017 session legislative measures impact the COUNTY.

Legislative Representation Assumptions Exhibit "B"

The services to be provided by LEWIS ROCA ROTHGERBER CHRISTIE, as described in the scope of work document are based upon the following assumptions.

- The County of Washoe shall provide bill tracking, monitoring of bills, responses to fiscal impact statements and fiscal analysis, position papers, issue management reports, and other pertinent data and information within the County as has been usual and customary in legislative years;
- The County shall provide through the County Manager and/or his duly authorized representative, or both, immediate accessibility for LEWIS ROCA ROTHGERBER CHRISTIE, to discuss and/or provide direction regarding identified legislative matters; for purpose of this service, County understands that immediate access and response is necessary;
- County staff, as determined appropriate to the issue under consideration, shall be available at the request of LEWIS ROCA ROTHGERBER CHRISTIE to provide testimony and, as appropriate, written documentation or position papers on legislative matters;
- County shall provide staff registered as lobbyists and other issue expert representatives, as has been usual and customary in past years, to handle minor/routine legislative issues during the pre-legislative session and, as necessary, as support to LEWIS ROCA ROTHGERBER CHRISTIE regarding primary legislative issues;
- LEWIS ROCA ROTHGERBER CHRISTIE may, with consent of the County manager, represent other local government clients on specific issues that do not constitute a conflict as determined by COUNTY'S legal counsel;
- COUNTY acknowledges that this is not an exclusive representation agreement and that LEWIS ROCA ROTHGERBER CHRISTIE will represent other clients and entities before the Nevada Legislature and before other judicial, quasi-judicial, and legislative bodies. LEWIS ROCA ROTHGERBER CHRISTIE will update the County Manager on any conflicts as they may arise so that those issues may be resolved as mutually agreed.

Exhibit C

**INSURANCE, HOLD HARMLESS AND INDEMNIFICATION REQUIREMENTS
FOR
CONSULTANT PROFESSIONAL SERVICE AGREEMENTS**

INDEMNIFICATION

CONSULTANT Liability

As respects acts, errors or omissions in the performance of professional services, CONSULTANT 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 CONSULTANT'S negligent acts, errors or omissions in the performance of its professional services under the terms of this agreement.

CONSULTANT further agrees to defend COUNTY and assume 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 to the extent arising out of the negligent acts, errors or omissions of CONSULTANT or its Sub-consultant in the performance of their professional services under the Agreement.

General Liability

As respects all acts or omissions which do not arise directly out of the performance of professional services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, CONSULTANT 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 CONSULTANT (or Sub-consultant, 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 CONSULTANT purchase Industrial Insurance (Workers' Compensation), General and Auto Liability, and CONSULTANT'S 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 CONSULTANT, its agents, representatives, employees or Sub-consultants. The cost of all such insurance shall be borne by CONSULTANT.

INDUSTRIAL INSURANCE

It is understood and agreed that there shall be no Industrial Insurance coverage provided for CONSULTANT or any Sub-consultant by COUNTY. CONSULTANT 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 CONSULTANT or Sub-consultant 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 CONSULTANT be self-funded for Industrial insurance, CONSULTANT 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

CONSULTANT 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: \$0 combined single limit per accident for bodily injury and property damage. No aggregate limit may apply.
3. CONSULTANT Errors and Omissions Liability: \$0 per claim and as an annual aggregate. Premium costs incurred to increase CONSULTANT'S insurance levels to meet minimum contract limits shall be borne by the CONSULTANT at no cost to the COUNTY.

CONSULTANT will maintain CONSULTANT 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 CONSULTANT goes out of business during the term of this Agreement or the three (3) year period described above, CONSULTANT shall purchase Extended Reporting Coverage for claims arising out of CONSULTANT'S negligent acts, errors and omissions committed during the term of the CONSULTANT Liability Policy.

Should COUNTY and CONSULTANT agree that higher CONSULTANT Coverage limits are needed warranting a project policy, project coverage shall be purchased and the premium for limits exceeding the above amount shall be borne by COUNTY. COUNTY retains the option to purchase project insurance through CONSULTANT'S insurer or its own source.

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 CONSULTANT, including the insured's general supervision of CONSULTANT; products and completed operations of CONSULTANT; or premises owned, occupied or used by CONSULTANT. 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. CONSULTANT'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 CONSULTANT'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. CONSULTANT'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. CONSULTANT'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 below that specified herein 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 CONSULTANT and insurance carrier. COUNTY reserves the right to require that the CONSULTANT'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

CONSULTANT 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-CONSULTANTS

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

MISCELLANEOUS CONDITIONS

1. CONSULTANT shall be responsible for and remedy all damage or loss to any property, including property of COUNTY, caused in whole or in part by CONSULTANT, any Sub-consultant, or anyone employed, directed or supervised by CONSULTANT.
2. Nothing herein contained shall be construed as limiting in any way the extent to which CONSULTANT may be held responsible for payment of damages to persons or property resulting from its operations or the operations of any Sub-consultants under it.
3. In addition to any other remedies COUNTY may have if CONSULTANT 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 CONSULTANT to stop work under this Agreement and/or withhold any payments which become due CONSULTANT here under until CONSULTANT demonstrates compliance with the requirements hereof;
 - b. Purchase such insurance to cover any risk for which COUNTY may be liable through the operations of CONSULTANT under this Agreement if CONSULTANT is unable to comply with the insurance requirements, and deduct or retain the amount of the premiums for such insurance from any sums due under the Agreement;
 - c. Terminate the Agreement.