

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

THIS AGREEMENT is entered into between Washoe County, a political subdivision of the State of Nevada (“County”) and Foster & Foster Consulting Actuaries, Inc., (“Consultant”), collectively (the “Parties”).

WITNESSETH:

WHEREAS, County desires to engage Consultant to render certain consulting services in support of its Other Postemployment Benefits (OPEB) plans and its Retiree Drug Subsidy plan (the “Project”); and

WHEREAS, County requires certain professional services in connection with the Project, as described in Exhibit A, Scope of Work (the “Services”); and

WHEREAS, Consultant represents that it is duly qualified, ready, willing, and able to provide the Services by virtue of its education, training, and experience; and

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

ARTICLE 1 - EFFECTIVE DATE

The effective date of this Agreement shall be July 1, 2024.

Consultant shall begin performance of services as provided herein upon notice to proceed and shall complete all Services identified in Exhibit A, Scope of Work, in accordance with the Standard of Care as set forth in Article 5 herein no later than November 1 of each year unless this Agreement is terminated sooner in accordance with its terms.

ARTICLE 2 – TERM

The term of this Agreement shall be for six (6) years from the Effective Date and ending on June 30, 2030, unless otherwise terminated sooner in accordance with the provisions of Article 12 of this Agreement.

ARTICLE 3 - SERVICES TO BE PERFORMED BY CONSULTANT

Consultant agrees to perform and complete all Services identified in Exhibit A, Scope of Work, under this Agreement, and any amendment thereto in accordance with the Standard of Care as set forth in Article 5 herein. Consultant shall be responsible for the quality, technical accuracy, completeness and coordination of all reports, information, specifications and other items and services furnished under this Agreement and any amendments hereto. County reserves the right to inspect, comment on, and request revision of, all Services identified in Exhibit A, Scope of Work, and any amendments thereto performed by Consultant prior to acceptance, and Consultant warrants that such Services shall be fit and sufficient for the purposes expressed in, or reasonably inferred from, this Agreement and any amendments hereto.

Failure to provide major deliverables, including, but not limited to, Services identified in Exhibit A, Scope of Work, shall constitute a material breach of this Agreement, unless waived in writing by the County.

ARTICLE 4 - COMPENSATION

4.1 Compensation for Services

For the Services performed above, Consultant's compensation shall be determined in accordance with the Fee Schedule described in Exhibit B, which is attached hereto and incorporated by reference as part of the Agreement. Consultant shall satisfy its obligations hereunder without additional cost or expense to County during the term of this Agreement other than the heretofore stated compensation and the Fee Schedule described in Exhibit B. The Fee Schedule may be renegotiated at the end of one (1) year upon request by either the County or the Consultant. Renegotiated fees are subject to approval by County's Board of County Commissioners. The actual costs charged for the work by Consultant in accordance with this provision shall be full compensation to Consultant for all Services and duties required by the Scope of Work, including, but not limited to: costs of supplies, facilities and equipment; costs of labor and services of employees, consultants and sub-consultants engaged by Consultant; travel expenses, telephone charges, typing, duplicating, costs of insurance, and all items of general overhead. Consultant shall submit billings on a monthly or less frequent basis for each individual Scope of Work.

4.2 Compensation for Additional Services

If County requests Consultant to perform additional services, other than those required to be performed under Services identified in Exhibit A, Scope of Work, the cost of such additional services shall be determined prior to commencing additional work. All additional services and amount of payment must be authorized in writing by County prior to commencing any work for such services.

4.3 Methods and Times of Payment

Consultant shall submit to County progress invoices at intervals no more frequently than monthly. Payment to Consultant for work on the Project shall be made within thirty (30) days after receipt and approval of Consultant's invoice, said approval not to be unreasonably withheld. Payment by County of invoices or requests for payment shall not constitute acceptance by County of work performed on the Project by Consultant. No penalty shall be imposed upon the County for payment(s) received by Consultant after thirty (30) days.

4.4 Dispute of Work

County shall notify Consultant in writing within thirty (30) days of receipt of the work, or portion of work, which is not approved. For work, or portions of the work, which are unapproved, the County and Consultant shall develop a mutually acceptable method to resolve the dispute within thirty (30) days of receipt by the Consultant of notice from the County. If the County and Consultant cannot reasonably agree to remedy the dispute of unapproved work within the thirty-day period, the work shall be terminated or suspended per Article 12.

ARTICLE 5 - TIME SCHEDULE FOR COMPLETION

The Services identified in Exhibit A, Scope of Work, on the Project shall be diligently performed and be completed no later than as specified in the Scope of Work. Consultant shall be granted time extensions for items within the phases of the Project in writing by County if the time schedules cannot be met because of delays beyond Consultant's reasonable control, including, but

not limited to, County's failure to furnish information, or to approve or disapprove Consultant's work promptly.

ARTICLE 6 – STANDARD OF CARE

Consultant shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily provided under similar circumstances and Consultant shall, at no cost to the County, re-perform services which fail to satisfy the foregoing standard of care provided that Consultant is notified in writing by County of the deficiency within six (6) months of performance of the deficient Services. Such re-performed Services may include, but not be limited to, correcting errors and omissions, or any other deficiencies in the reports. County reserves the right to inspect, comment on, and request revision of all Services performed by Consultant prior to acceptance, and Consultant warrants that Services shall be fit and sufficient for the purposes expressed in and intended by this Agreement and any amendments hereto. Failure to provide Services or re-performed Services in accordance with the foregoing standard of care shall constitute a material breach of this Agreement unless waived by County. Review and approvals by County do not relieve Consultant of its responsibilities under this Article. Except as is otherwise provided for in this Article, the re-performance of Services is the Consultant's entire responsibility and the County's exclusive remedy for Services rendered or to be rendered hereunder, and no additional warranties, guarantees, or obligations are implied.

ARTICLE 7 – FORCE MAJEURE

Neither party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of nature, including without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of this Agreement after the intervening cause ceases.

ARTICLE 8 - INDEPENDENT CONTRACTOR

Consultant is performing the services and duties required under this Agreement as an independent Consultant and not as an employee, agent, or partner of the County.

1. Consultant undertakes performance of the Services as an independent consultant and shall be wholly responsible for the methods of performance.

2. Consultant may retain employees or other personnel to perform the services required by this Agreement. Such employees or other personnel will be the obligation of the Consultant. Consultant's employees or other personnel are not County employees.

3. Unless otherwise provided in Exhibit B, Consultant is responsible for all expenses without reimbursement.

4. Neither Consultant nor any personnel are employees of County, and such personnel waive any and all claims to benefits otherwise provided to employees of the County, including, but not limited to, health insurance, Nevada Public Employees Retirement System (PERS) or other retirement benefits, unemployment benefits, and liability and worker's compensation insurance.

5. Consultant represents and warrants that if Consultant, or any employee of Consultant who will be performing services under this Agreement, is a current employee of the County or was employed by the County within the preceding 24 months, Consultant has disclosed the identity of such persons, and the services that each such person will perform.

6. County and Consultant agree that this Agreement does not constitute an exclusive relationship. Nothing in this Agreement shall be construed as a limitation upon the right of the Consultant to engage in any other consulting agreement, service contract, business venture or other activity.

ARTICLE 9 - PERMITS AND LICENSES

Consultant shall maintain active and in good standing all necessary permits, certificates, and licenses necessary to allow Consultant to perform the Services.

ARTICLE 10 - COUNTY'S RESPONSIBILITY

County shall provide any information authorized by law in its possession that is requested by Consultant and is necessary to complete the Project.

ARTICLE 11 – PUBLIC RECORDS

Public Records. Pursuant to NRS 239.010, information or documents received from Consultant may be open to public inspection and copying. The County has a legal obligation to disclose such information unless a particular record is made confidential by law. Consultant may label specific parts of an individual document as “trade secret” or “confidential” in accordance with NRS, provided that Consultant thereby agrees to indemnify and defend the County for honoring such a designation. The failure to so label any document that is released by the County shall constitute a complete waiver of any and all claims for damages caused by any release of records.

ARTICLE 12 - TERMINATION OR EXTENSION OF CONTRACT

12.1 Termination Without Cause. This Agreement may be terminated for any reason by either party by giving the other party written notice of the intent to terminate. The notice must specify the date upon which the termination will be effective, which date may not be less than 30 calendar days from the date of service of the notice. Only services satisfactorily performed up to the date of receipt of notice shall be compensated by County and such compensation shall be pursuant to the terms of this Agreement. If this Agreement is unilaterally terminated by the County, Consultant shall use its best efforts to minimize the cost to the County and Consultant will not be paid for any cost that Consultant could have avoided.

12.2 Termination by Non-appropriation. The County may terminate its participation in this Agreement effective immediately by providing written notice if for any reason the County’s funding source is not appropriated or is withdrawn, limited, or impaired. The County will make reasonable efforts to ensure payment for services rendered by the Consultant. The Consultant shall agree to hold the County free from any charges or penalties except for those already incurred through the date of notice of cancellation.

12.3 Termination with Cause for Breach. A breach may be declared with or without termination. A notice of breach and termination shall specify the date of termination of the Agreement, which shall not be sooner than the expiration of the Time to Correct, if applicable, allowed under this Agreement. This Agreement may be terminated by either party upon written notice of breach to the other party on the following grounds:

a. If Consultant fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Agreement within the time requirements specified in this Agreement or within any granted extension of those time requirements; or

b. If any state, county, city, or federal license, authorization, waiver, permit, qualification, or certification required by statute, ordinance, law, or regulation to be held by Consultant to provide the goods or services required by this Agreement is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

c. If Consultant becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the Bankruptcy Court; or

d. If the County materially breaches any material duty under this Agreement and any such breach impairs the Consultant's ability to perform; or

e. It is found by the County that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Consultant, or any agent or representative of Consultant, to any officer or employee of the County with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such Agreement; or

f. If it is found by the County that Consultant has failed to disclose any material conflict of interest relative to the performance of this Agreement.

12.4 Time to Correct. Unless the breach is not curable, or unless circumstances do not permit an opportunity to cure, termination upon declared breach may be exercised only after service of formal written notice as specified in the notice section of this Agreement, and the subsequent failure of the breaching party within 15 calendar days of service of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared breach has been corrected. Upon a notice of breach, the time to correct and the time for termination of the contract upon breach shall run concurrently, unless the notice expressly states otherwise.

12.5 Winding Up Affairs Upon Termination. In the event of termination of this Agreement for any reason, the parties agree that the provisions of this section survive termination:

a. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Agreement. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;

b. Consultant shall satisfactorily complete work in progress at the agreed rate, or a pro rata basis if necessary, if so requested by County;

c. Consultant shall execute any documents and take any actions necessary to effectuate an assignment of this contract if so requested by the County;

d. Consultant shall preserve, protect, and promptly deliver into County possession all proprietary information;

e. Notwithstanding the above, Consultant shall not be relieved of any liability to the County for damages sustained by the County by virtue of any breach of this Agreement by the Consultant, and the County may withhold any payments to the Consultant for the purposes of set-off until such time as the exact amount of damages due the County from the Consultant may be determined.

ARTICLE 13 - NONDISCLOSURE OF PROPRIETARY INFORMATION

Consultant shall consider all information provided by County to be proprietary unless such information is available from public sources, was known to Consultant prior to the execution of this Agreement, was received by Consultant from a third-party source not under any obligation of confidentiality to the County, or is required by law or ordered to be disclosed in a regulatory or judicial proceeding. Consultant shall not publish or disclose proprietary information for any purpose other than the performance of the Services without the prior written authorization of County or in response to legal process or as required by the regulations of public entities.

ARTICLE 14 - NOTICE

Notices and other communications in connection with this Agreement shall be in writing and directed to the parties at the addresses stated in this Agreement. Email or facsimile shall be used to provide notice and shall be considered given on the date the notice is sent to the recipient's address as stated in this Agreement.

To County:

Patricia Hurley, Director
Washoe County Department of
Human Resources
1001 East 9th Street, Building A
Reno, NV 89512
Email: PHurley@washoecounty.gov
Phone: (775) 328-2087

To Consultant:

Travis Smith, Principal – Health &
Welfare Department
Foster & Foster Consulting Actuaries, Inc.
184 Shuman Blvd., Suite 305
Naperville, IL 60563
Email: Travis.Smith@foster-foster.com
Phone: (630) 620-0200

AND

Cathy Hill, Comptroller
Washoe County Finance Department
1001 East 9th Street, Building D
Reno, NV 89512
Email: Chill@washoecounty.gov
Phone: (775) 328-2563

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Consultant and County.

ARTICLE 15 - UNCONTROLLABLE FORCES

Neither County nor Consultant shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to uncontrollable forces the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid and is not reasonably foreseeable

at the time of entering into this Agreement. The term "uncontrollable forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the control of the non-performing party. It includes, but is not limited to, fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, inability to procure permits, licenses, or authorizations from any state, local, or federal agency or person for any of the supplies, materials, accesses, or services required to be provided by either County or Consultant under this Agreement, strikes, work slowdowns or other labor disturbances, and judicial restraint. Consultant shall be paid for services performed prior to the delay plus related costs incurred attributable to the delay.

Neither Party shall, however, be excused from performance if nonperformance is due to uncontrollable forces which are removable or remediable nor which the non-performing Party could have, with reasonable dispatch, removed or remedied. The provisions of this Article shall not be interpreted or construed to require Consultant or County to prevent, settle, or otherwise avoid a strike, work slowdown, or other labor action. The non-performing Party shall, upon being prevented or delayed from performance by an uncontrollable force, immediately give written notice to the other Party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

ARTICLE 16 - GOVERNING LAW-VENUE

Nevada law governs this Agreement and all adversarial proceedings arising out of this Agreement or arising out of planning the Project outlined in Article 3 – Services to be Performed by Consultant. Venue for all adversarial proceedings arising out of this Agreement or arising out of planning the Project outlined in Article 3 – Services to be Performed by Consultant shall be in state district court in Washoe County, Nevada.

ARTICLE 17 - MISCELLANEOUS

17.1 Nonwaiver

A waiver by either County or Consultant of any breach of this Agreement shall not be binding upon the waiving Party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

17.2 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.

17.3 Attorney Fees

The prevailing party in any dispute arising out this Agreement or Consultant's work described in Exhibit A, Scope of Work, is entitled to reasonable costs and attorneys' fees.

ARTICLE 18 - INTEGRATION AND MODIFICATION

This Agreement represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by each of the Parties. Unless otherwise specified in writing, if there is any inconsistency between the terms of this Agreement and any other agreement between the Parties, the terms of this Agreement shall control.

In the event of any conflict between the documents that make up this Agreement, the documents will prevail in the following order: the Agreement for Professional Consulting Services, the Indemnification, Insurance, and Hold Harmless Provisions delineated in Exhibit C, and then any other agreement / exhibits.

ARTICLE 19 - SUCCESSORS AND ASSIGNS

County and Consultant each binds itself and its directors, officers, partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this Agreement.

ARTICLE 20 - ASSIGNMENT

Neither County nor Consultant shall assign, sublet, or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Agreement without the written consent of the other, except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Consultant from employing such independent consultants, associates, and sub-consultants, as it may deem appropriate to assist it in the performance of the Services hereunder.

ARTICLE 21 - OWNERSHIP OF DOCUMENTS AND PRODUCTS

Unless otherwise specified in Exhibit A, Scope of Work, Consultant assigns to County all rights to all products, reports, documents, photographs, videos, data, and drawings produced by Consultant as a result of its services to County during the term of this Agreement. All such materials shall be delivered into County possession by Consultant upon completion, termination, or cancellation of this Agreement.

ARTICLE 22 - THIRD PARTY RIGHTS

Nothing herein shall be construed to give any rights or benefits to anyone other than County and Consultant.

ARTICLE 23 – INDEMNIFICATION AND INSURANCE

Washoe County has established specific indemnification and insurance requirements for agreements/contracts with professional service providers to help assure that reasonable insurance coverage is maintained. Indemnification and hold harmless clauses are intended to assure that Consultant accepts and is able to pay for the loss or liability related to its activities. Exhibit C, Indemnification, Insurance, and Hold Harmless Provisions, is included by reference. All conditions

and requirements identified in this exhibit shall be completed prior to the commencement of any work under this Agreement.

ARTICLE 24 – 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 the 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.

ARTICLE 25 – LOBBYING

Consultant agrees, whether expressly prohibited by federal law, or otherwise, that no funding associated with this Agreement will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influencing for any purpose the following:

25.1 Any federal, state, county or local agency, legislature, commission, counsel, or board:

25.2 Any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or

25.3 Any officer or employee of any federal, state, county or local agency, legislature, commission, counsel, or board.

Consultant agrees to conform to the regarding influence lobbying requirements as set forth in the Byrd Anti-lobbying Amendment, 31 U.S.C. 1352.

ARTICLE 26 - ORGANIZATION'S CERTIFICATION

Consultant, 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 or state 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 (b) 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.

IN WITNESS WHEREOF, the parties have executed this Agreement.

WASHOE COUNTY:

CONSULTANT:

Dated this ___ day of _____, 2024

Dated this 22 day of May, 2024

By **Mark Stewart**
Mark Stewart
Purchasing & Contracts Manager

Digitally signed by
Mark Stewart
Date: 2024.06.03
10:06:37 -07'00'

By 
Jonathan R. Davidson, Chief Legal Officer
Foster & Foster Consulting Actuaries, Inc.

Exhibit A Scope of Work

The County requires the following actuarial services annually (Required Services):

1. Full GASB 74 actuarial valuations for the Postemployment Benefits for all employees and retirees enrolled in one of the County's health plans and the Postemployment Benefits for former County employees enrolled in the State of Nevada's Public Employees' Benefit Program, every other year (first reports to be completed as of June 30, 2024 and delivered to the Finance Department by November 1, 2024). Rollforward valuations will be prepared in interim years. Valuation reports are to be delivered to the County by November 1 of each year.
2. The above valuations are also to provide information needed for public employers/plan sponsors to comply with GASB 75 financial reporting requirements for the County's annual comprehensive financial report.
3. Annual online Retiree Drug Subsidy (RDS) attestation to the Centers for Medicare Services (CMS) by the RDS extended deadline, for the three post-65 retiree prescription drug programs: self-funded PPO, self-funded HDHP, and a fully-insured product (currently a PPO: has historically been an HMO). The first attestation will be for the RDS calendar year 2025 application, which is due to CMS no later than October 31, 2024.

The County may request related actuarial services as needed by the County, including, but not limited to (Discretionary Services):

- Experience Studies with respect to the County's retiree health plans and subsequent possible adjustments to certain assumptions associated with the OPEB plans' actuarial valuations.
- Preparation of long-term (50-year) projections of the Actuarially Determined Contributions (ADC) and Total OPEB Liability (TOL) for any or all of its OPEB plans.
- Projections of the estimated impacts on the ADC and TOL of any of its OPEB plans for possible OPEB benefit changes under various scenarios.
- Projections of the estimated impacts on the self-funded group health or dental plans for possible changes to covered benefits.

The County requires the following with respect to its RDS plan (Required Services):

CMS requires an attestation for each RDS Application (annually for a calendar plan year) that the actuarial value of the plan(s) is at least equal to the actuarial value of the new defined standard Medicare prescription drug benefit.

The vendor awarded this contract will be identified and assigned, by Washoe County, as the attesting actuary on the RDS Application and is responsible for completing this step in the application process each year. This will require login credentials at the site <http://www.rds.cms.hhs.gov>.

Exhibit B
Fee Schedule

Year 1

Washoe County RHBP Full OPEB Valuation	\$ 20,000
Washoe County PEBP Plan Full OPEB Valuation	\$ 7,500
Truckee Meadows Fire Protection District Full OPEB Valuation	\$ 7,500
Washoe County RDS Attestation	\$ 5,000

Year 2

Washoe County RHBP Rollforward OPEB Valuation	\$ 5,000
Washoe County PEBP Plan Rollforward OPEB Valuation	\$ 1,875
Truckee Meadows Fire Protection District Rollforward OPEB Valuation	\$ 1,875
Washoe County RDS Attestation	\$ 5,200

The above fees will increase by 3% for each subsequent two-year reporting cycle.

Fees for other services which the Parties may engage in during the term of this Agreement will be based upon the amount of time required to complete each task at the hourly rates provided below. Consultant will provide a firm fee quotation prior to commencing any work requested by the County.

Staff Level:	Hourly Rate:
Senior Consulting Actuary	\$ 400
Senior Staff	\$ 350
Junior Staff	\$ 315
Administrative	\$ 150

Exhibit C
Indemnification, Insurance, and Hold Harmless Provisions

INDEMNIFICATION

Consultant Liability

As respects acts, errors, or omissions in the performance of Consultant's 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 of any kind or nature arising directly out of Consultant's negligent acts, errors, or omissions in the performance of its services under the terms of this agreement.

Consultant 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 Consultant or its Sub-consultants in the performance of their services under the Agreement.

General Liability

As respects all acts or omissions which do not arise directly out of the performance of Consultant's 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 or in connection with Consultant's (or Sub-consultants', if any) performance or failure to perform, under the terms of this agreement; excepting those which arise out of the negligence of County.

Consultant must either defend County or upon determination that the work performed by Consultant was in any manner negligent or that Consultant failed to perform any duty set forth in this Agreement pay County's cost of defense for any claim, demand, action, or cause of action.

If County's personnel (attorneys, engineers, or other professionals) are involved in defending such legal actions, Consultant shall also reimburse County for the time spent by such personnel at the actual cost for such services.

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, General and Auto Liability, and 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 hereunder 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 with a certificate of an insurer showing coverage pursuant to 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. Errors and Omissions Liability: \$1,000,000 per occurrence 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 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's Liability Policy.

Should County and Consultant agree that higher 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's 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's Risk Management Division 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 in excess of Consultant's insurance and shall not contribute to 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 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 its Risk Management Division 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.

SUB-CONSULTANTS

Consultant shall include all Sub-consultants as insureds under its policies or furnish separate certificates and endorsements for each Sub-consultant. Sub-consultants 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; or
 - b. Terminate the Agreement.