

SUBGRANT AGREEMENT FOR CONTINUUM OF CARE SERVICES

THIS SUBGRANT AGREEMENT is made effective August 1, 2017, by and between Washoe County, a political subdivision of the State of Nevada ("County" or "Grantee"), and Volunteers of America, Greater Sacramento and Northern Nevada, Inc., a Nevada nonprofit corporation having a business address located at 335 Record Street, #155, Reno NV 89512 ("Sub-Grantee").

WITNESSETH:

WHEREAS, the Grantee, has grant funds received from the U.S. Department of Housing and Urban Development, Continuum of Care Program CFDA #14.267 (Grant ID# NV0044L9T011607) in the amount of \$110,208, that will provide for housing assistance to chronically homeless individuals who are in need of permanent supportive housing; and

WHEREAS, the Board of Commissioners of Washoe County has determined that County funds shall be provided as matching funds to the Continuum of Care housing grant dollars and these funds shall be used to provide for supportive services to chronically homeless individuals who are in need of permanent supportive housing; and

WHEREAS, the Washoe County Continuum of Care Program outlined in this Agreement has been designated by the Grantee as consistent with the Consolidated Plan objectives of Washoe County, City of Reno, and the City of Sparks for the development of housing, community and economic needs and resources, strategies and priorities to produce a viable community in the Truckee Meadows. Furthermore, the Grantee has determined that Volunteers of America, Greater Sacramento and Northern Nevada, Inc. will attempt to meet program measurable outcomes, as defined in this Agreement, related to the designated service delivery category; and

WHEREAS, the Sub-Grantee's legal status is as a recognized IRS 501(c) 3 nonprofit corporation, the Sub-Grantee's current and active DUNS number is 166026653, the Sub-Grantee is in good standing in its state of formation, and the Sub-Grantee agrees to provide the Grantee with a certificate of good standing as a condition concurrent to this Agreement; and

WHEREAS, in consideration of receipt of this funding, the Sub-Grantee agrees to abide by the terms and conditions of this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. DEFINITION OF TERMS

- a. The Grantee Staff: Grantee Staff consists of those persons working for Washoe County who are designated to administer the Continuum of Care Grant as identified below.
- b. Sub-Grantee: The Sub-Grantee is the designated individual(s) of the Sub-Grantee who will be responsible for the administration of the program and communications with the Grantee Staff.

- c. Program Measurable Outcomes: The program measurable outcomes are the mutually agreed to by the Grantee and the Sub-Grantee as outlined within the Agreement.
- d. The terms “Grant”, Sub-Grant” or “Grant Funds” mean funds for housing assistance that, are provided under this agreement.
- e. The term “Application” means the application submission the basis of which the grant was approved by HUD. However, in the event of any conflict between the Application and any provision contained herein, this Agreement shall control.
- f. State and Federal Accounting Laws Guidebook: The various State and Federal Accounting Laws have been compiled in a guidebook, which is incorporated by reference into this Agreement. It is primarily for use by Sub-Grantee accountants. Sub-Grantee represents that it shall utilize this guidebook.

2. NOTICES

Communications and details concerning this Agreement shall be directed to the following representatives:

FEDERAL AGENCY	GRANTEE	SUB-GRANTEE
U.S. Dept. of H.U.D. David M. Uhler CPD Representative 1 North Central Avenue Phoenix, AZ 85004 602-379-7174	Washoe County Grants Coordinator P.O. Box 11130 Reno, Nevada 89520 (775) 785-8600 Fax 785-5640	VOA of Greater Sacramento and Northern Nevada Leo McFarland, Executive Director 335 Record Street, #155 Reno, NV 89512 (775) 324-2622 ext. 101 Fax 324-0446

3. PROJECT DESCRIPTION AND SCOPE OF WORK

PROGRAM: Washoe County Continuum of Care

The Washoe County Continuum of Care program will provide permanent supportive housing to sixteen chronically homeless individuals in Washoe County. The program shall provide scattered site rental assistance and supportive services to eligible individuals in accordance with 24 CFR 578 – Continuum of Care Program. The sub-Grantee will coordinate the placement of clients using the centralized intake/coordinated assessment system that identifies those clients most vulnerable in the community using the housing first evidence-based practice model.

REPORTS:

Monthly Program and Billing Reports: Program and billing reports are to be submitted by the 25th of the month for services provided in the prior month.

Annual Progress Report (APR): The final monthly program and billing report and the annual progress report are to be submitted no later than 45 days following the final month of the grant period.

Failure to submit timely reports may affect future funding to the organization.

4. PROGRAM MEASURABLE OUTCOMES

The Sub-Grantee shall do, perform and carry out, in a satisfactory and proper manner, as determined by Grantee Staff, the following program measurable outcomes:

MEASURABLE OUTCOME #1:

Sub-Grantee will utilize the community Homeless Management Information System (HMIS) to maintain data and to provide case management and service coordination for one-hundred percent (100%) of participants in the Washoe County Continuum of Care Program.

TRACKING MECHANISM:

Sub-Grantee will utilize the community HMIS to document client usage records per activity with respect to each of the measurable outcomes set forth below, on a quarterly basis during the period of this Agreement. These records shall contain all elements required by the Department of Housing and Urban Development Data and Technical Standards set forth in the Federal Register July of 2003 and any subsequent updates.

MEASURABLE OUTCOME #2:

At least 81% of participants will increase self-sufficiency through an increase in personal income from employment or demonstrated access to mainstream resources, including but not limited to: Social Security, Social Security Disability (SSD), Social Security Income (SSI), Medicaid, and Medicare.

TRACKING MECHANISM:

The Annual Progress Report for Supportive Housing Program Continuum of Care.

MEASURABLE OUTCOME #3:

At least 80% of participants will maintain their housing for a minimum of 7 months.

TRACKING MECHANISM:

The Annual Progress Report for Supportive Housing Program Continuum of Care.

5. MONITORING AND ACCESS TO RECORDS

Sub-Grantee shall allow duly authorized representatives of County to conduct reviews, audit, and on-site monitoring of documents, files, etc. in order to determine:

- a. Whether the objectives of the program are being achieved;
- b. Whether the program is being conducted in an efficient and effective manner;
- c. Whether management control systems and internal procedures have been established to meet the objectives of the program;
- d. Whether financial operations of the program are being conducted properly;
- e. Compliance with provisions of Federal and State laws and regulations, and this Agreement.

County will monitor Sub-Grantee activities to ensure that the Federal dollars are used for authorized purposes in compliance with the Federal program laws, regulations, and grant agreements, and ensuring that performance goals are achieved. Monitoring activities will occur throughout the grant term and may take various forms such as:

- a. Reporting: Reviewing financial and performance reports submitted by Sub-Grantee.
- b. Site Visits: Performing visits to Sub-Grantee offices or program sites to review financial records, programmatic records, and observe operations.
- c. Regular Contact: Regular contacts with Sub-Grantee and appropriate inquiries concerning program activities.

Records must be easily retrievable for examination by authorized County program administrators, auditors, and other authorized individuals. The awarding agency and the Comptroller General of the United States, or any of their authorized representatives have the right to access any books, documents, papers or other records of Sub-Grantee, which are pertinent to the grant, in order to make audit, examinations or excerpts, and transcripts. Records must be retained for a period of four years from the time of grant closeout notice.

6. **PROCEDURAL REQUIREMENTS**

- a. The Grantee Staff will monitor and evaluate the performance of the Sub-Grantee annually against each of the program measurable outcomes as listed herein.
- b. Substandard performance as determined by Grantee Staff will constitute non-compliance with this Agreement. Sub-Grantees will be notified of substandard performance by Grantee Staff and given a reasonable period of time to cure the deficiency.

If action to correct such substandard performance is not taken by the Sub-Grantee within the time specified by Grantee Staff, suspension or termination procedures will be initiated.

If the first request for reimbursement is not submitted prior to the end of the first quarter of the grant period, this Agreement will become null and void unless the Sub-Grantee has received approval from the Grantee Staff in advance. This provision is in addition to and not in substitution of the grounds for Agreement termination set forth in Section 10 below.

- c. Program measurable outcomes may be administratively modified by Grantee Staff as necessary to comply with HUD evaluation guidelines for the Continuum of Care program performance. Sub-Grantee may also request changes to program measurable outcomes upon providing sufficient justification that changes are necessary. Determination of whether to accept modification of the program outcomes is to be made solely by Grantee.

7. TERM

This Agreement is in effect from August 1, 2017 to July 31, 2018.

8. COMPENSATION

With compliance to the requirements in this Agreement, the Sub-Grantee may be paid up to the dollar amounts outlined in the following budget requirements:

PROGRAM: Washoe County Continuum of Care

Federal Funds - Housing Assistance	\$ 110,208
Washoe County Funds - Supportive Services	<u>\$ 60,275</u>
TOTAL COST AMOUNT:	\$ 170,483

Supportive services costs and the types of supportive services for which the funding may be used is limited to assistance with moving costs, case management, food, housing/search and counseling services, life skills, outreach services, transportation, and utility deposits (if not included in rental/lease agreement).

No indirect costs are included in the Federal award, or the sub-grant award.

Form of financial backup Sub-Grantee will provide:

- Monthly Reports detailing housing costs and supportive services for which the Sub-Grantee is seeking reimbursement.
- Sub-Grantee agrees that all costs of any activity receiving or distribution of funds pursuant to this Agreement, shall be recorded by budget line items and be verified by supporting documentation such as checks, payrolls, time records, invoices, contracts, vouchers, orders and other accounting documents evidencing and identifying in detail the nature and basis of the respective charges.
- All records, including but not limited to checks, payrolls, time records, invoices, contracts, vouchers, orders or other accounting documents which pertain, in whole or in part, to the receipt or distribution of any funds pursuant to this Agreement shall be thoroughly identified, documented and readily accessible to Washoe County.
- Sub-Grantee agrees that excerpts or transcripts of all documentation including but not limited to checks, payrolls, time records, invoices, contracts, vouchers, orders and other accounting documents related to or arguably related to the receipt or distribution of any funds pursuant to this agreement shall be provided upon request to Washoe County.

9. METHOD OF PAYMENT

Reimbursement of Expenses: Reimbursement will be paid after eligible expenses have been incurred and expended under this Agreement in conformance with the terms and conditions of said Agreement.

10. GENERAL TERMS AND CONDITIONS

- a. **Required Reports/Audits.** The Sub-Grantee agrees to file monthly reports. Sub-Grantee agrees to provide all data necessary for the development and submission of quarter program reports and the Annual Progress Report (APR) for the Washoe County Continuum of Care program, and to provide the data in the format determined by the Grantee.

An annual audit covering the grant year(s) in this Agreement must be submitted to the Grantee within 90 days of the end of the grant year.

NOTE: Audits must be completed by a certified public accountant and comply with all applicable standard accounting practices and Office of Management and Budget (OMB) rules pertaining to federal grant funds.

- b. **Required Project Record Keeping and Bookkeeping.** The Sub-Grantee agrees to provide for bookkeeping and client record-keeping on a program basis using generally accepted bookkeeping and record-keeping systems and to retain program records for four years from the time of termination of this Agreement. The bookkeeping and client files and program records shall be open and available for inspection and audit at any time by the Grantee Staff. Specific client records, including names, shall be available to the Grantee Staff upon request.
- c. **Closeout.** Closeout consists of the timely submission of all required reports and adjustments for amounts due the Sub-Grantee. Closeout of a subgrant does not automatically cancel any requirements for program reporting accountability, record retention, or financial accountability. Following closeout, the Sub-Grantee remains obligated to return funds due as a result of corrections or other transactions, and the grantee may recover amounts based on the results of an audit covering any part of the period of Sub-grant support. All close out reports are due within 45 days of the end of the term of the Sub-grant.
- d. **Personal Property.** All personal property purchased by the Sub-Grantee using grant funds received pursuant to this Agreement must receive prior written approval by the Grantee. Such property shall become the property of the Sub-Grantee unless otherwise provided in writing by the Grantee.
- e. **Purchase of Equipment and Supplies.** The Sub-Grantee shall only acquire or purchase equipment, supplies or services where the estimated cost is more than \$10,000 after requesting bids from two or more persons capable of performing the contract, if available. If the estimated cost exceeds \$25,000, requests for bids must be submitted to three or more persons capable of performing the contract, if available. No lead-based paint is to be purchased or used on any project.
- f. **Lobbying.** The Sub-Grantee agrees that no funds received under this Agreement shall be used for publicity or propaganda purposes designed to support or defeat legislation pending before Federal, state or local government.

- g. **Program Income.** Sub-Grantee who derives income from their program activities as a result of service provided through the usage of grant funds must identify to the Grantee Staff, upon request, the amount of this income on a timely basis, and must expend all income in a manner consistent with the rules and regulations that govern the Grant Funds.
- h. **Disposition of Program Income.** At the end of the program, Grantee may require remittance of all or part of any program income balances (including investments thereof) held by the Sub-Grantee (except those needed for immediate cash needs, cash balances of a revolving loan fund, cash balances from a lump sum drawdown, or cash or investments held for Section 108 loan guarantee security needs).
- i. **Insurance and Indemnification.** Washoe County has established specific insurance and indemnification requirements for nonprofit organizations contracting with the County to provide services, use County facilities and property, or receive funding. Indemnification and hold harmless clauses and insurance requirements are intended to ensure that a nonprofit organization accepts and is able to pay for a loss or liability related to its activities. Insurance, indemnification and hold harmless requirements are established in Exhibit A, attached to this Agreement.
- j. **Legal Actions Against Sub-Grantee.** If any legal action is filed against the **Sub-Grantee**, the **Sub-Grantee** shall immediately notify Grantee staff. Sub-Grantee will not use any funds or resources which are provided by Grantee under this Agreement in litigation against any person, natural or otherwise, or in its own defense in any such litigation.
- k. **Assignment of Agreement.** It is agreed by and between the parties that neither this Agreement nor any part of it may be assigned by the Sub-Grantee, and that in the event that the Sub-Grantee does so assign, the Grantee Staff may, at their option, terminate this Agreement and be relieved of further obligation to the Sub-Grantee.
- l. **Federal Procurement Eligibility.** The Sub-Grantee certifies that a non-federal entity, the Sub-Grantee and its principals have not been themselves or contracted with any entity that has been suspended or debarred by the Federal Government, and are not listed in the list of parties excluded from the Federal procurement or non-procurement programs issued by the General Services Administration. This regulation applies not only to physical improvements and construction, but also services.
- m. **Grounds for Reduction of Compensation or Termination of the Agreement.** The Grantee Staff reserves the right to terminate this Agreement or to reduce the Agreement compensation amount upon written notification to the Sub-Grantee that any one or more of the following has occurred:
 - (1) Failure of the Sub-Grantee to submit reports per the timeframes in paragraph three;

- (2) Failure of the Sub-Grantee to meet 70% of the Agreement's program measurable outcomes and/or expend 50% of all grant funds by the end of the third quarter of the fiscal year;
- (3) Failure of the Sub-Grantee to meet any standards specified in this Agreement;
- (4) Expenditures under this Agreement for ineligible activities, services, or items;
- (5) Failure to comply with written notice from Grantee Staff of substandard performance in scope of services under the terms of this Agreement;
- (6) Failure of the Sub-Grantee to comply with the State and Federal Accounting Laws;
- (7) Sub-Grantee employees, officers or its designees or agents using their positions for a purpose that is, or gives the appearance of being, motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties;
- (8) Where applicable, notification by HUD to the Grantee Staff that said programs are ineligible because of services provided, location of services provided, or that the programs funded with the Continuum of Care Program are not deemed to be related to the Consolidated Plan;
- (9) Failure of the Grantee or the Sub-Grantee to secure or obtain other funding from sources which are needed in combination with the grant funds provided by the Grantee to completely carry out the programs provided in this Agreement;
- (10) Where applicable, written notification from HUD to the Grantee Staff that the program funds made available to the Grantee are being curtailed, withdrawn, or otherwise restricted and Grantee's subsequent notification to Sub-Grantee of same;
- (12) Notification by the Grantee staff that the Grantee has failed to appropriate or budget funds for the purposes specified in this Agreement, or that the Grantee has been required (in its sole judgment) to amend previous appropriations or budgeted amounts to eliminate or reduce funding for the purposes as specified in this Agreement;
- (13) In the event Grantee fails to appropriate or budget funds for the purposes as specified in this Agreement; or
- (14) Failure of the Sub-Grantee to pay debts owed to the Grantee or other debts when due.

- n. **Personnel.**
- (1) The Sub-Grantee represents that it has hired or will hire all personnel required in performing the services under this Agreement. Such personnel shall not be employees of, or have any contractual relationship with, the Grantee.
 - (2) All of the services required hereunder will be performed by the Sub-Grantee, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local Law to perform such services.
- o. **Compliance with Laws and Regulations.** The Sub-Grantee agrees to follow all federal, state and local laws pertaining to the operation of said agency. Sub-Grantee shall not use any of the funds provided hereunder for other than qualified Continuum of Care activities, as Subtitle C of Title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11383-11389 et seqq. (the Act); the HUD Continuum of Care program interim rule codified at 24 CFR 578 (“the Rule”) published on July 31, 2012 and the Notice of Fund Availability (NOFA), FR-5800-N-30. Further, Sub-Grantee shall be bound by all county ordinances and state and federal statutes, conditions, regulations and assurances which are applicable to the entire Continuum of Care Program or as may be required by the U.S. Department of Housing and Urban Development Continuum of Care Program.
- p. **Funding.** Funding under this grant is to be used only for eligible and approved activities. Funds will not be used for research and development.
- q. **Integration.** This Agreement, including the Recitals, and State and Federal Accounting Laws, all of which are incorporated by reference as a part of this Agreement, constitute the complete and integrated agreement between the parties with respect to the matters recited herein, and supersedes any prior or contemporaneous written or oral agreements or understandings with respect thereto.
- r. **Amendment; Waiver.** This Agreement shall not be modified, amended, rescinded, canceled or waived, in whole or in part, except by written amendment signed by duly authorized representatives of the parties. If an amendment is required to Grantee’s agreement with the United States Department of Housing and Urban Development and that amendment requires amendment to this Agreement, Grantee shall notify Sub-Grantee and Sub-Grantee may either agree to such amendment, which will be reduced to writing and duly executed by both parties, or Sub-Grantee may terminate this Agreement. No additional grants, monetary increase amendments, or time extension amendments, will be approved unless all financial and performance reports are current. No waiver of any other provisions of this Agreement shall be deemed to be a waiver of any other provisions, regardless of similarity, and no waiver shall constitute a continuing waiver. Forbearance or failure to declare a default or pursue a remedy shall not constitute a waiver except as provided in this Agreement.

- s. **Drafting Presumption.** The parties acknowledge that this Agreement has been agreed to by both parties, that both parties have consulted or have had the opportunity to consult with attorneys with respect to the terms, and that no presumption shall be created against the Grantee as the drafter of this Agreement.

11. JURISDICTION AND GOVERNING LAW

It is understood and agreed by and between the parties hereto that this Agreement shall be deemed and construed to be entered into and to be performed in the County of Washoe, State of Nevada, and it is further understood and agreed by and between the parties hereto that the laws of the State of Nevada shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement.

12. OTHER PROVISIONS

During the performance of this Agreement, the Sub-Grantee must follow:

- a. **Equal Employment Opportunity.**
 - (1) The Sub-Grantee will not discriminate against any employee or applicant for employment or individual receiving the benefit of the Sub-Grantee's services because of race, creed, religion, color, age, national origin, political affiliation, sex, sexual orientation, familial status, or disability (as provided in Section 504 of the Rehabilitation Act of 1973, as amended). The Sub-Grantee will take action to ensure that all applicants are considered equally. 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 Sub-Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Such action shall include individuals benefiting from program services/activities.
 - (2) Vietnam Veterans. The Sub-Grantee agrees to comply with Section 402 - Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era Act.
 - (3) The Sub-Grantee 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.
- b. **Business and Employment Opportunities for Lower Income/ Minority Residents.** To the greatest extent feasible, the Sub-Grantee will provide opportunities for training and employment to lower income/minority residents of the program area, and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part, by persons residing in the area of the project. In all solicitations for bids, the Sub-Grantee must, before signing the contract, provide a preliminary statement of the work force needs and plans for possible training and employment of lower income persons. When a Sub-Grantee

utilizes the bidding procedure to let a bid, the invitation or solicitation for bids shall advise prospective Sub-Grantees of the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, regulations. If a Sub-Grantee solicits or requests for invitation for bids, every effort feasible will be made to contact minority organizations for a response to the solicitations or invitations for bidders.

- c. **Nondiscrimination in Federally Assisted Programs.** The Sub-Grantee will not discriminate in the provision of services or benefits to any person on the basis of race, creed, religion, color, age, national origin, political affiliation, sex, sexual orientation, marital status or disability.
- d. **Hatch Act.** Neither the Sub-Grantee 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.
- e. **Religious Activities.** In addition to, and not in substitution for, other provisions of this Agreement regarding the provision of essential services and/or the payment of operational costs, the Sub-Grantee:
 - (1) Represents that if it is, or may be deemed to be, a religious or denominational institution or organization or an organization operated for religious purposes which is supervised or controlled by, or in connection with, a religious or denominational institution or organization, in connection with such essential services and operation costs:
 - A. It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion;
 - B. It will not discriminate against any persons seeking services on the basis of religion and will not limit such services or give preference to persons on the basis of religion; and
 - C. It will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing and exert no other religious influence in the provision of services or the use of facilities or furnishings assisted in any way under this Agreement
- f. **Drug-Free Workplace Requirements.** The Sub-Grantee agrees to conform to the guidelines set forth in the certification regarding Drug-Free Workplace Requirements. The Sub-Grantee is required to submit an executed copy of the certification prior to the encumbrance of grant funds.
- g. **Influence/Lobbying Requirements.** The Sub-Grantee agrees to conform to the guidelines set forth in the certification regarding Influence/Lobbying Requirements.

The Sub-Grantee is required to submit an executed copy of the certification prior to the encumbrance of grant funds.

13. AUTHORITY TO ENTER INTO AGREEMENT.

The undersigned person signing as an officer on behalf of the Sub-Grantee, a party to this Agreement, hereby warrants and represents that said person has actual authority to enter into this Agreement on behalf of said Sub-Grantee and to bind the same to this Agreement, and, further, that said Sub-Grantee has actual authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaws against entering into this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date entered into on the first page hereof.

**VOLUNTEERS OF AMERICA,
GREATER SACRAMENTO AND
NORTHERN NEVADA, INC.**

**WASHOE COUNTY
Board of Commissioners**

By: _____
Chair, Board of Directors

By: _____
Bob Lucey, Chair
Washoe County Commission

Date: _____

Date: _____

By: _____
Executive Director

Date: _____

Exhibit A

NONPROFIT AGENCIES

INTRODUCTION

Washoe County has established specific insurance and indemnification requirements for nonprofit organizations contracting with the County to provide services, use County facilities and property, or receive funding. Indemnification and hold harmless clauses and insurance requirements are intended to assure that a nonprofit organization accepts and is able to pay for a loss or liability related to its activities.

ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW. IT IS HIGHLY RECOMMENDED THAT ORGANIZATIONS CONFER WITH THEIR RESPECTIVE INSURANCE CARRIERS OR BROKERS TO DETERMINE THE AVAILABILITY OF INSURANCE CERTIFICATES AND ENDORSEMENTS AS PRESCRIBED AND PROVIDED HEREIN. IF THERE ARE ANY QUESTIONS REGARDING THESE INSURANCE REQUIREMENTS, IT IS RECOMMENDED THAT THE AGENT/BROKER CONTACT THE COUNTY RISK MANAGER DIRECTLY AT (775) 328-2071.

INDEMNIFICATION AGREEMENT

ORGANIZATION agrees to hold harmless, indemnify, and defend COUNTY, its officers, agents, employees, and volunteers from any loss or liability, financial or otherwise resulting from any claim, demand, suit, action, or cause of action based on bodily injury including death or property damage, including damage to ORGANIZATION'S property, caused by the omission, failure to act, or negligence on the part of ORGANIZATION, its employees, agents, representatives, or Subcontractors arising out of the performance of work under this Agreement by ORGANIZATION, or by others under the direction or supervision of ORGANIZATION.

In the event of a lawsuit against the COUNTY arising out of the activities of ORGANIZATION, should ORGANIZATION be unable to defend COUNTY due to the nature of the allegations involved, ORGANIZATION shall reimburse COUNTY, its officers, agents, and employees for cost of COUNTY personnel in defending such actions at its conclusion should it be determined that the basis for the action was in fact the negligent acts, errors or omissions of ORGANIZATION.

GENERAL REQUIREMENTS

ORGANIZATION shall purchase Industrial Insurance, General Liability, and Automobile Liability as described below. The cost of such insurance shall be borne by ORGANIZATION. ORGANIZATION may be required to purchase Professional Liability coverage based upon the nature of the service agreement.

INDUSTRIAL INSURANCE

It is understood and agreed that there shall be no Industrial Insurance coverage provided for ORGANIZATION or any Sub-consultant by COUNTY. ORGANIZATION 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 for ORGANIZATION and any sub-consultants used pursuant to this Agreement.

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

It is further understood and agreed by and between COUNTY and ORGANIZATION that ORGANIZATION shall procure, pay for, and maintain the above-mentioned industrial insurance coverage at ORGANIZATION'S sole cost and expense.

MINIMUM LIMITS OF INSURANCE

ORGANIZATION shall maintain 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 each project or location.
2. Automobile Liability: \$500,000 combined single limit per accident for bodily injury and property damage. No aggregate limits may apply.
3. Professional Liability: - N/A.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the COUNTY Risk Management Division. 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. COUNTY, its officers, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of ORGANIZATION, including COUNTY'S general supervision of ORGANIZATION; products and completed operations of ORGANIZATION; premises owned, occupied or used by ORGANIZATION; or automobiles owned, leased, hired, or borrowed by ORGANIZATION. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY, its officers, employees or volunteers.
2. ORGANIZATION'S insurance coverage shall be primary insurance as respects COUNTY, its officers, employees and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, employees or volunteers shall be excess of ORGANIZATION'S insurance and shall not contribute with it in any way.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to COUNTY, its officers, employees or volunteers.
4. ORGANIZATION'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.
5. Each insurance policy required by this clause 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 ORGANIZATION and insurance carrier. COUNTY reserves the right to require that ORGANIZATION'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

ORGANIZATION 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. **All certificates and endorsements are to be addressed to the specific COUNTY contracting department and be received and approved by the COUNTY before work commences.** COUNTY reserves the right to require complete, certified copies of all required insurance policies, at any time.

SUBCONTRACTORS

ORGANIZATION shall include all Subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each Subcontractor. All coverage for Subcontractors shall be subject to all of the requirements stated herein.

MISCELLANEOUS CONDITIONS

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