

## WASHOE COUNTY SUBGRANT AGREEMENT

THIS SUBGRANT AGREEMENT is made effective \_\_\_\_\_ 2020, by and between Washoe County, a political subdivision of the State of Nevada (COUNTY), and Board of Regents, Nevada System of Higher Education, obo University of Nevada, Reno for Washoe Cooperative Extension, a political subdivision of the State of Nevada having a business address located at 4955, Energy Way, Reno NV 89502 (SUBGRANTEE).

### WITNESSETH:

**WHEREAS**, the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”) established the Coronavirus Relief Fund (“Fund”) provides for payments to State, Local, and Tribal governments navigating the impact of the COVID-19 outbreak, and Washoe County received an allocation of \$20,254,818 from the fund through the State of Nevada Governor’s Finance Office; and

**WHEREAS**, the CARES Act and Fund allow for the transfer of funds from the COUNTY to another unit of government, and allow for the provision of Distance Learning assistance in Washoe County which Grantor has chosen to provide; and

**WHEREAS**, the SUBGRANTEE’s legal status is as a political subdivision of the State of Nevada, the SUBGRANTEE’s current and active DUNS number is 14-651-5460; and,

**WHEREAS**, Washoe County, as Grantor herein, desires to pass through to the SUBGRANTEE funds in the amount of **\$57,744** to assist the SUBGRANTEE in meeting the program measurable outcomes; and

**WHEREAS**, in consideration of receipt of this funding, the SUBGRANTEE agrees to abide by the terms and conditions of this Agreement.

**NOW, THEREFORE**, the Parties agree as follows:

### 1. PURPOSE

The intent of this Agreement is to pass through to the SUBGRANTEE CRF-CARES funding from the State of Nevada Governor’s Finance Office, to provide funding for Washoe Cooperative Extension to provide for training and supports needed to address the needs related to distance education for underserved youth in Washoe County.

### 2. SUBGRANTEE DUTIES

SUBGRANTEE agrees to provide distance learning training and supports for underserved youth and their parents in Washoe County. SUBGRANTEE also agrees to perform all duties as described in the Scope of Work attached hereto as Exhibit A.

### 3. TERM OF AGREEMENT

This Agreement is in effect from October 1, 2020 through December 30, 2020. All required purchases and expenses hereunder shall be completed by December 30, 2020. This Agreement shall become effective once approved by the authorized official of each party.

### 4. NOTICES

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

#### CRF-CARES

Governor's Office of Finance  
209 E. Musser Street, Suite 200  
Carson City, NV 89701  
[covid19@finance.nv.gov](mailto:covid19@finance.nv.gov).

#### COUNTY

Washoe County  
Gabrielle Enfield  
1001 E. 9<sup>th</sup> Street  
Reno NV, 89512  
775-233-3957

#### SUBGRANTEE

UNR, Cooperative Extension  
Holly Gatzke  
4955 Energy Way  
Reno, NV 89502  
775-336-0245

### 5. COMPENSATION

During the term of this Agreement, and subject to all terms and conditions set forth herein, the COUNTY shall reimburse SUBGRANTEE for actual direct costs associated with the grant, in an amount not to exceed fifty-seven thousand, seven hundred and fourth-four 00/100 dollars (\$57,744).

See **Exhibit B – Project Budget** for the detailed budget of allowable expenses.

Form of financial backup. SUBGRANTEE shall be reimbursed after eligible expenses have been incurred and expended under this Agreement in conformance with the terms and conditions of said Agreement. SUBGRANTEE agrees, that all costs of goods and services pursuant to this Agreement, shall be recorded by line item and supported by checks, invoices, contracts, vouchers, orders and other accounting documents evidencing in proper detail the nature and propriety of the respective charges, and that all checks, invoices, contracts, vouchers, orders or other accounting documents which pertain, in whole or in part, to the purchases shall be thoroughly identified and readily accessible to COUNTY.

Budget or program revisions cannot be made without prior approval from COUNTY.

SUBGRANTEE agrees that excerpts or transcripts of all checks, invoices, contracts, vouchers, orders and other accounting documents related to or arguably related to the activity will be provided upon request to COUNTY.

### 6. REPORTING

Performance Reporting: Monthly the SUBGRANTEE will provide a performance report specifically identifying project outcomes for all activities detailed in Exhibit A – Scope of Work. The performance report is due on the 10 day of the month, following the end of the reporting month.

Accounting Reports: The governing board of the SUBGRANTEE is responsible to ensure that SUBGRANTEE complies with all accounting reporting requirements in federal law and the Nevada Revised Statutes.

Close Out Financial Reports: Close out financial reports and reimbursement requests must be submitted by the January 10, 2020. Documentation to include final financial summary of expenses, and checks, invoices, contracts, vouchers, orders and other accounting documents evidencing in proper detail the nature and propriety of the respective charges.

Annual Audit: SUBGRANTEE will submit a copy of their annual audit and management letter to County within 30 days of the audit completion. Audit must comply with all applicable standard accounting practices.

## **7. MONITORING AND ACCESS TO RECORDS**

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

- Whether the objectives of the project are being achieved;
- Whether the project is being conducted in an efficient and effective manner;
- Whether management control systems and internal procedures have been established to meet the objectives of the program;
- Whether financial operations of the project are being conducted properly;
- Provisions of Federal and State laws and regulations and this Agreement.

COUNTY will monitor SUBGRANTEE 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:

- Reporting: Reviewing financial and performance reports submitted by SUBGRANTEE.
- Site Visits: Performing visits to SUBGRANTEE offices or project site to review financial records, programmatic records, and observe operations.
- Regular Agreement: Regular agreements with SUBGRANTEE and appropriate inquiries concerning program activities.

Records must be easily retrievable for examination by authorized COUNTY and State of Nevada CRF-CARES 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 grantees and SUBGRANTEES, which are pertinent to a Federal grant, in order to make audit, examinations or excerpts, and transcripts.

## 8. GENERAL PROVISIONS

- A. **COMPLIANCE WITH LAWS:** SUBGRANTEE agrees at all times to comply with all applicable laws, ordinances and regulations of the governmental entities having jurisdiction over matters that are the subject of this Agreement.

The SUBGRANTEE agrees to follow all federal, state and local laws pertaining to the operation of said agency, including without limitation, all applicable sanitation, health, and safety standards. Further, SUBGRANTEE shall be bound by all county ordinances and state and federal statutes, conditions, regulations and assurances that are applicable to medical and patient records.

- B. **AMENDMENT- ASSIGNMENT:** This Agreement may be amended at any time there is a need, provided both parties agree to the amendment(s) in writing. Any amendment is subject to approval by both of the parties as a condition precedent to its entry into force. Neither party may assign this Agreement without the express written consent of the other party.

- C. **RECORDS ADMINISTRATION:** The SUBGRANTEE shall maintain, or supervise the maintenance of, all records necessary to properly account for the payments made to the SUBGRANTEE pursuant to this Agreement. These records shall be retained by the SUBGRANTEE for five years after the project has been monitored and closed by the COUNTY. The SUBGRANTEE agrees to allow State and Federal auditors, and State Agency Staff, and County staff access to all the records related to this Agreement, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.

- D. **CONFLICT OF INTEREST:** SUBGRANTEE confirms that no officer, employee or agent of the SUBGRANTEE will participate in the selection or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the officer, employee or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the above, has a financial or other interest in the firm selected to award.

SUBGRANTEE's officers, employees or agents will neither solicit nor accept gratuities, favor or anything of monetary value from contractors, potential contractors, or parties to sub agreements during office tenure or for one year after the close out of the grant. This stipulation must be included in all other contracts and subcontracts to the grant.

- E. **INDEPENDENT CONTRACTOR:** The SUBGRANTEE shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the COUNTY to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the COUNTY, unless expressly set forth herein. Compensation stated herein shall be the total amount payable to the SUBGRANTEE by the COUNTY. The SUBGRANTEE shall be responsible for the payment of all taxes and social security amounts due as a result of payments received from the COUNTY for services under this Agreement.

Persons employed by the COUNTY and acting under the direction of the COUNTY shall not be deemed to be employees or agents of the SUBGRANTEE.

- F. **TERMINATION:** This Agreement may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the Agreement may be terminated for cause. This Agreement may be terminated without cause, in advance of the specified expiration date, by either party, upon 30 days prior written notice being given the other party. On termination of this Agreement, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
- G. **INSURANCE AND INDEMNIFICATION:** 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. See Exhibit C - Insurance, Hold Harmless and Indemnification Requirements for UNR Subgrant Award for Training and Support for Distance Learning.
- H. **EQUAL OPPORTUNITY CLAUSE:** The SUBGRANTEE agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1984 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities, or the Nevada Revised Statute (NRS) 613.330 Equal Employment Opportunity.
- I. **SEVERABILITY CLAUSE:** If any provision of this Agreement is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, 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 declared 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.
- J. **DEBARMENT:** The SUBGRANTEE certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (Agreement), by any governmental department or agency. If the SUBGRANTEE cannot certify this statement, attach a written explanation for review by the COUNTY. The SUBGRANTEE must notify the Washoe County Grants Administrator within 30 days if debarred by any governmental entity during the Agreement period.

- K. NON-APPROPRIATION OF FUNDS:** The SUBGRANTEE acknowledges that the COUNTY cannot contract for the payment of federal funds not provided by the State of Nevada. If funding to the COUNTY is not provided as initially expected, the COUNTY in its sole discretion may terminate this Agreement or proportionately reduce the services and the amount due from the COUNTY upon 30 days written notice without penalty, charge or sanction to County. In the case that funds are not available or are reduced, the COUNTY will not be liable for any future commitments, penalties, or liquidated damages claimed by SUBGRANTEE for any reason.
- L. WARRANTY:** The SUBGRANTEE warrants that all services shall be performed in conformity with the requirements of this Agreement by qualified personnel in accordance with generally recognized standards.
- M. PATENTS, COPYRIGHTS, AND OTHER INTELLECTUAL PROPERTY:** SUBGRANTEE represents and warrants to COUNTY that it has obtained all rights, grants, assignments, conveyances, licenses, permissions, and authorizations necessary for or incidental to any materials owned by third parties supplied or specified by it for deliverables under this Agreement, and that the use of any such third party intellectual property does not infringe upon, violate, or constitute a misappropriation of any copyright, trademark, trade secret, or any other proprietary right of any third party. The SUBGRANTEE will release, indemnify and hold the COUNTY, its officers, agents and employees harmless from liability of any kind or nature, including the SUBGRANTEE'S use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance, and any other intellectual property furnished or used in the performance of this Agreement.
- N. INELIGIBLE EXPENSES:** SUBGRANTEE expenditures under this Agreement determined by audit to be ineligible for reimbursement because they were not authorized by the terms and conditions of the Agreement or that are inadequately documented, and for which payment has been made to the SUBGRANTEE will be immediately refunded to the COUNTY by the SUBGRANTEE. The SUBGRANTEE further agrees that the COUNTY shall have the right to withhold any or all subsequent payments under this Agreement to the SUBGRANTEE until the recoupment of overpayments is made.
- O. PUBLIC INFORMATION:** Except as identified in writing and expressly approved by the COUNTY, SUBGRANTEE agrees that this Agreement and related documents will be public documents and may be available for distribution. SUBGRANTEE gives the COUNTY express permission to make copies of the Agreement and related documents.

- P. **PROCUREMENT STANDARDS AND ETHICS:** The SUBGRANTEE will adopt procurement standards and code of conduct in keeping with the Federal procurement standards and rules.
- Q. **DEFAULT, REMEDIES AND TIME TO CURE:** Any of the following events will constitute cause for the COUNTY to declare SUBGRANTEE in default of the Agreement: (1) Nonperformance of contractual requirements; or, (2) A material breach of any term or condition of this Agreement. The COUNTY will issue a written notice of default providing a ten (10) day period in which SUBGRANTEE will have an opportunity to cure. Time allowed for cure will not diminish or eliminate SUBGRANTEE'S liability for damages. If the default remains, after SUBGRANTEE has been provided the opportunity to cure, the COUNTY may do one or more of the following: (1) Exercise any remedy provided by law; (2) Terminate this Agreement and any related contracts or portions thereof; (3) Impose liquidated damages, if liquidated damages are listed in the Agreement; (4) Suspend SUBGRANTEE from applying for and receiving future grants.
- R. **FORCE MAJEURE:** Neither party to this Agreement will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The COUNTY in its sole discretion may terminate this Agreement after determining such delay or default will reasonably prevent successful performance of the Agreement.
- S. **LAW/ MISCELLANEOUS:** This Agreement shall be governed, interpreted and construed in accordance with the laws of Nevada without resort to conflict of laws provisions. Venue for any action brought pursuant to this Agreement shall be in Washoe County, Nevada. 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.

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The section headings in this Agreement are intended solely for convenience; they are not part of this Agreement and shall not affect its construction.

**WASHOE COUNTY**

\_\_\_\_\_  
Eric Brown  
Washoe County Manager

Date \_\_\_\_\_

ATTEST:

Date \_\_\_\_\_

\_\_\_\_\_  
Washoe County Clerk

**UNIVERSITY OF NEVADA RENO**

\_\_\_\_\_  
Name:  
Title:

Date: \_\_\_\_\_



## Exhibit A - Scope of Work

### **Washoe Extension COVID-19 Programming**

#### **Summary**

Washoe Extension proposes providing classes to support youth and their caregivers in underserved populations to relieve COVID-19 problems of student achievement gaps and limited online access. A request for \$57,744 of Washoe County CARES funds would provide the resources for this immediate programming need because of COVID-19 until December 30th, 2020.

#### **Scope of Work**

##### October 1-31<sup>st</sup>

- Purchase and set up computers and hotspots for distance learning access.
- Complete arrangements with Title 1 schools, Woman and Children's Center of the Sierra to start afterschool programs that assist youth struggling with the changes in school instruction caused by COVID-19
- Initiate weekly classes in underserved communities for youth and family for distance learning and computer access support
- Include Spanish translation in these distance learning support classes.

##### November 1-30<sup>th</sup>

- Continue after school programs with the addition of the computer support component for classes.
- Advertise and offer computer support to parents and youth for distance learning.
- Coordinate Spanish translation and changes in the classes offered.
- Develop a review/evaluation of class impacts.

##### December 1-30<sup>th</sup>

- Continue running after school programs with a computer support component.
- Coordinate Spanish translation and changes in the classes offered.
- Write final report

#### **Outcomes**

- New afterschool programs will start to assist youth struggling in their school work due to COVID-19 instruction systems at a minimum of one site of 15 students for the end of October to December.
- Provide computer access classes for youth and their caregivers in high-risk communities for a minimum of 25 access times before December 30<sup>th</sup>. Youth and adults will gain help to address online schooling.
- Provide 30 hours of Spanish translation November to December for COVID-19 adapted programs
- Develop and provide a final report of activities.

#### **Background**

Washoe Extension teaches health and nutrition, children, youth (4-H) and families, horticulture, and community and economic development educational programs to support the community and its members. In our programming, we have found many participants struggling to support their children's schooling during COVID-19.

Disadvantaged youth are rapidly falling further behind academically due to reduced computer access and skills to receive instruction in the school systems. Research undertaken by the 4-H organization shows that COVID-19 has exacerbated the inequities young people face in terms of their mental health, access to education, and their employability – particularly amongst those who were already experiencing trauma, systemic social inequity, and other disadvantages before the pandemic. The targeted populations for this work are LatinX, African American, Native American, and inner-city residents in Washoe County.

#### **Plan to address COVID-19 needs**

Extension will add classes to support youth and their families to address struggles with COVID-19 education systems.

1. Classes will provide support to youth and their families addressing problems with the online and COVID-19 instruction structure. Youth and their family will learn more straightforward navigation online to the school district materials and find extra support for areas where the students are struggling. The classes provide greater access time for online work near the homes of those many families struggling to perform their schooling.
  2. Classes will run in compliance with COVID-19 recommended practices by the CDC, State of Nevada, Washoe County, and university.
  3. Many of the classes will be in-person in disadvantaged local community hubs to help those struggling to learn in the online format. The purchase of laptops and hotspots will address the lack of equipment and WIFI access in these sites. Our hands-on classes will be located in multiple rooms to address more spacing between people and require the staff to have laptops.
  4. Extension will use our team to teach these class times. Most staff will reallocate their time to accommodate these classes. We are asking for extra time paid for our Spanish translation staff because their part-time schedules are dedicated to objectives in unrelated grants.
  5. These Extension classes will reach targeted audiences through current partnerships with Washoe County School District, the Women and Children's Center of Sierras and other agencies. Extension focuses on facilitating teamwork to address the current COVID-19 needs.
  6. We will provide additional Spanish translation where needed. We especially want to reach Spanish-speaking audiences in our proposed COVID-19 programming. These individuals and families might have even more limited access to resources during COVID-19 because of language barriers. We will provide Spanish translations for materials used in direct education activities and online programming. We also will have the capability to provide translation services in settings where needed.
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## Exhibit B - Project Budget

Budget for Washoe Extension COVID19 2020 Programming		
<b>Staff time to address COVID19 changes</b>		
Additional staff hours -one person at 0.15 FTE and 2 people at 0.125 FTE for 3 months - spanish lanuage support	\$ 4,271	
Subtotal		\$ 4,271
<b>Supplies</b>		
PPE - face coverings, hand sanitizer, surface cleaners for tables and for computers	\$ 4,800	
<i>Technology supplies for teaching needed skills for online needs and needed access:</i>		
34 laptops - 30 (2 sets of 15 computers) for teaching and access use and 4 for staff working in remote classrooms	\$ 44,200	
8 hotspots for internet service	\$ 1,360	
two printer/scanners	\$ 626	
Storage containters to safely transport the equipment to community sites of under-served populations	\$ 2,487	
Subtotal		\$ 53,473
<b>TOTAL</b>		<b>\$ 57,744</b>

## **Exhibit C**

### **INSURANCE, HOLD HARMLESS AND INDEMNIFICATION REQUIREMENTS FOR UNR SUBGRANT AWARD FOR TRAINING AND SUPPORT FOR DISTANCE LEARNING**

#### **INTRODUCTION**

Washoe County has established specific insurance and indemnification requirements for SUBGRANTEE'S contracting with the County to receive funding. Indemnification and hold harmless clauses and insurance requirements are intended to assure that an SUBGRANTEE accepts and can pay for a loss or liability related to its activities.

ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW. IT IS HIGHLY RECOMMENDED THAT SUBGRANTEE CONFER WITH ITS 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'S RISK MANAGEMENT DEPARTMENT DIRECTLY AT (775) 328-2665.

#### **INDEMNIFICATION AGREEMENT**

SUBGRANTEE 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 SUBGRANTEE'S property, caused by the omission, failure to act, or negligence on the part of SUBGRANTEE, its employees, agents, representatives, or Subcontractors arising out of the performance of work under this Agreement by SUBGRANTEE, or by others under the direction or supervision of SUBGRANTEE.

In the event of a lawsuit against the COUNTY arising out of the activities of SUBGRANTEE, should SUBGRANTEE be unable to defend COUNTY due to the nature of the allegations involved, SUBGRANTEE 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 SUBGRANTEE.

#### **GENERAL REQUIREMENTS**

SUBGRANTEE shall purchase Industrial Insurance, General Liability, and Automobile Liability as described below. The cost of such insurance shall be borne by SUBGRANTEE. SUBGRANTEE 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 SUBGRANTEE or any Sub-consultant by COUNTY. SUBGRANTEE 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 SUBGRANTEE and any sub-consultants used pursuant to this Agreement.

Should SUBGRANTEE be self-funded for Industrial Insurance, SUBGRANTEE 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 SUBGRANTEE that SUBGRANTEE shall procure, pay for, and maintain the above-mentioned industrial insurance coverage at SUBGRANTEE'S sole cost and expense.

### **MINIMUM LIMITS OF INSURANCE**

SUBGRANTEE 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: \$N/A combined single limit per accident for bodily injury and property damage. No aggregate limits may apply.
3. Professional Liability: \$1,000,000 per occurrence and as an annual aggregate.

### **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 SUBGRANTEE, including COUNTY'S general supervision of SUBGRANTEE; products and completed operations of SUBGRANTEE; premises owned, occupied or used by SUBGRANTEE; or automobiles owned, leased, hired, or borrowed by SUBGRANTEE. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY, its officers, employees or volunteers.
2. SUBGRANTEE'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 SUBGRANTEE'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. SUBGRANTEE'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 SUBGRANTEE and insurance carrier. COUNTY reserves the right to require that SUBGRANTEE'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

SUBGRANTEE 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

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

### MISCELLANEOUS CONDITIONS

1. SUBGRANTEE shall be responsible for and remedy all damage or loss to any property, including property of COUNTY, caused in whole or in part by SUBGRANTEE, any Subcontractor, or anyone employed, directed or supervised by SUBGRANTEE.
2. Nothing herein contained shall be construed as limiting in any way the extent to which the SUBGRANTEE 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 SUBGRANTEE 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 SUBGRANTEE to stop work under this Agreement and/or withhold any payments which become due SUBGRANTEE hereunder until SUBGRANTEE demonstrates compliance with the requirements hereof;
  - b. Terminate the Agreement.