



Washoe County
 Office of the County Manager
 Grants Management
 1001 E. 9th Street, Reno NV 89512

NOTICE OF SUBAWARD

Program Name: Food Assistance in response to COVID-19	Subrecipient Name: Food Bank of Northern Nevada																
Address: 1001 E. 9 th Street, Reno NV 89520-0027	Address: 550 Italy Drive, Sparks NV 89437																
Performance Period: October 1, 2020 – December 30, 2020	Subrecipient's DUNS Number: 167258326																
Purpose of Award: Increased Food Assistance in response to COVID Emergency																	
Amount of Award: \$76,500	CFDA#: 20.019																
Approved Budget Categories: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">1. Personnel</td> <td style="text-align: right;"><u>\$15,600</u></td> </tr> <tr> <td>2. Travel</td> <td style="text-align: right;"><u>\$ 0</u></td> </tr> <tr> <td>3. Supplies & Operations</td> <td style="text-align: right;"><u>\$ 6,600</u></td> </tr> <tr> <td>4. Equipment</td> <td style="text-align: right;"><u>\$18,595</u></td> </tr> <tr> <td>5. Contractual/Consultant</td> <td style="text-align: right;"><u>\$ 3,000</u></td> </tr> <tr> <td>6. Other</td> <td style="text-align: right;"><u>\$32,705</u></td> </tr> <tr> <td>7. Indirect %</td> <td style="text-align: right;"><u>\$ 0</u></td> </tr> <tr> <td>TOTAL</td> <td style="text-align: right;">\$76,500</td> </tr> </table> No indirect allowed for CRF-CARES	1. Personnel	<u>\$15,600</u>	2. Travel	<u>\$ 0</u>	3. Supplies & Operations	<u>\$ 6,600</u>	4. Equipment	<u>\$18,595</u>	5. Contractual/Consultant	<u>\$ 3,000</u>	6. Other	<u>\$32,705</u>	7. Indirect %	<u>\$ 0</u>	TOTAL	\$76,500	Disbursement of funds will be as follows: Payment will be made upon receipt and acceptance of an invoice and supporting documentation specifically requesting reimbursement for actual expenditures specific to this subgrant. Total reimbursement will not exceed \$76,500
1. Personnel	<u>\$15,600</u>																
2. Travel	<u>\$ 0</u>																
3. Supplies & Operations	<u>\$ 6,600</u>																
4. Equipment	<u>\$18,595</u>																
5. Contractual/Consultant	<u>\$ 3,000</u>																
6. Other	<u>\$32,705</u>																
7. Indirect %	<u>\$ 0</u>																
TOTAL	\$76,500																
Amount of Federal Funds obligated this Action	\$76,500																
Total Amount of Federal Funds obligated to Subrecipient	\$76,500																
Source of Funds: CARES Act, the Coronavirus Relief Fund (CRF)																	
This Award is not for Research & Development	Subaward #: CRF-CARES- 000002																
Federal Awarding Agency: U.S. Treasury Department	Granting Entity (Pass through): Washoe County																
State Pass Through Entity: Nevada Governor's Finance Office	Subrecipient: Food Bank of Northern Nevada																
Washoe County Contact: Gabrielle Enfield 775-233-3957, genfield@washoecounty.us	Subrecipient Contact: Nicole Lamboley 775-785-5798 nlamboley@FBNN.org																
Terms and Conditions: <ol style="list-style-type: none"> 1. Expenditures must comply with appropriate state and/or federal regulations, 2. This award is subject to the availability of appropriate funds; and 3. The recipient of these funds must agree to stipulate to the incorporated documents. 																	
Incorporated Documents: <ol style="list-style-type: none"> 1. Notice of Subaward 2. Washoe County Grant Agreement 3. Exhibit A- Scope of Work 4. Exhibit B - Project Budget 5. Exhibit C - Insurance, Hold Harmless and Indemnification Requirements for Nonprofit Agency Food Bank of Northern Nevada Project Increased Food 																	

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 **Food Bank of Northern Nevada**, a Nevada nonprofit corporation having a business 550 Italy Drive, Sparks, NV 89437 (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 nonprofit organizations, and allow for the provision of Food Assistance in Washoe County which Grantor has chosen to provide; and

WHEREAS, the SUBGRANTEE’s legal status as a Nevada nonprofit corporation, the SUBGRANTEE’s current and active DUNS number is 167258326; and,

WHEREAS, Washoe County, as Grantor herein, desires to pass through to the SUBGRANTEE funds in the amount of **\$76,500** 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 the Food Bank of Northern Nevada to provide increased food distribution needed to address the food insecurity due to the COVID-19 pandemic.

2. SUBGRANTEE DUTIES

SUBGRANTEE agrees to provide increased food assistance 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	COUNTY	SUBGRANTEE
Governor’s Office of Finance 209 E. Musser Street, Suite 200 Carson City, NV 89701 covid19@finance.nv.gov .	Washoe County Gabrielle Enfield 1001 E. 9 th Street Reno NV, 89512 775-233-3957	Food Bank of Northern Nicole Lamboley 550 Italy Drive, Sparks, NV 89437 775-785-5798

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 **Seventy-six thousand, five hundred and 00/100 dollars (\$76,500)**.

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 Nonprofit Agency Food Bank of Northern Nevada Project Increased Food. SUBGRANTEE has reviewed and agrees to comply with all requirements and provisions described in Exhibit C.
- 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 and the performance of the duties described in the Agreement are governed, interpreted and shall be construed in accordance with Nevada law, without regard to choice of law principles. Each party consents to personal jurisdiction and exclusive venue in the Second Judicial District Court in and for the County of Washoe located in Washoe County, Nevada.
- T. **COMPLIANCE WITH CORONAVIRUS RELIEF FUND GUIDANCE:** The SUBGRANTEE agrees to follow the U.S. Department of Treasury's Coronavirus Relief Fund Guidance for State, Territorial, Local, and Tribal Governments. The guidance sets forth the Department of the Treasury's interpretation of these limitations on the permissible use of Fund payments.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

U. ENTIRE AGREEMENT. This Agreement, the Notice of Award, and Exhibits A, B and C, constitute the Parties' entire understanding concerning the subject matter of this Agreement and these understandings supersede all prior oral or written understandings or discussions of any kind relating to this subject matter. No modification or amendment to this Agreement shall be binding upon the Parties unless the same is in writing and signed by the respective parties hereto.

V. SECTION HEADINGS. 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

FOOD BANK OF NORTHERN NEVADA

Name:
Title:

Date: _____

EXHIBIT – A SCOPE OF WORK

The Food Bank of Northern Nevada will utilize this funding to support efforts in meeting the food and nutrition needs of individuals and families facing increased food insecurity as a result of COVID-19. This request focuses on funding the following activities that will ensure the FBNN can meet the immediate need for food assistance as unemployment remains high, specific populations remain extremely vulnerable, and as uncertainty and economic instability persists. Since the end of March, the number of individuals and families needing food assistance across the 90,000-square mile service area has jumped 30 percent and has been holding steady.

In Washoe County alone, for FY20 that ended June 30, the Food Bank distributed nearly 8 million pounds of food equaling more than 6.6 million meals to more than 663,000 people. The cost to process that product and channel to our 75 partner feeding agencies, 39 Mobile Harvest distribution sites and 30 senior commodity box sites throughout Washoe County was \$2,479,000.

The \$76,500 award for the period of October –December 2020 will support the purchase of food, labor costs to inventory, transport and distribute the food to clients; equipment and supplies necessary in the packing and movement of food; a tablet to collect data on food distribution and food assistance and provide prepared holiday meals to homebound seniors who participate in our senior box program who continue to self-isolate during the pandemic.

**EXHIBIT - B PROJECT BUDGET
Food Bank of Northern Nevada**

Line Item	Cost
PERSONNEL	
Labor	
Warehouse	
Drivers	
Program/Agency Relations	
Subtotal Labor	15,600
OPERATIONS	
Fuel/maintenance	
Subtotal Operations	1,800
EQUIPMENT*	
Liftgate/installation for 53' trailer	15,905.40
Packing conveyor system **	1,440.00
Surface Pro for data collection	1,250.00
Subtotal Equipment	18,595.40
SUPPLIES	
Bags for food distribution	4,800
Subtotal Supplies	4,800
CONTRACTUAL	
2 Holiday meals Homebound Seniors (200@15 ea)	3,000
Subtotal Contractual	3,000
FOOD PURCHASE	32,704.60
TOTAL DIRECT COSTS	76,500
TOTAL REQUEST	76,500
<p>*Equipment pricing subject to estimates and availability. If costs are less than budget amount in this category, funding will be reallocated to food purchase.</p> <p>**Total cost of packing conveyor system is \$6,000. The budget amount reflects an apportioned share (24%) of the cost.</p>	

Revised/Submitted November 3, 2020

Exhibit C

INSURANCE, HOLD HARMLESS AND INDEMNIFICATION REQUIREMENTS FOR NONPROFIT AGENCY FOOD BANK OF NORTHERN NEVADA PROJECT INCREASED FOOD

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'S RISK MANAGEMENT DEPARTMENT DIRECTLY AT (775) 328-2665.

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: \$1,000,000 combined single limit per accident for bodily injury and property damage. No aggregate limits may apply.
3. Professional Liability: \$N/A per occurrence and as an annual aggregate.
4. ORGANIZATION shall maintain crime insurance including coverage for the loss of money, securities and other property by employees or other parties with a limit not less than \$1,000,000 per occurrence. Coverage shall be endorsed to include coverage for loss of COUNTY money, securities and other property in the care, custody or control of ORGANIZATION.

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 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. 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. Terminate the Agreement.