

## INVESTMENT SERVICES AGREEMENT

This Agreement is made this 8<sup>TH</sup> day of JUNE, 2021 by and between WASHOE COUNTY, NEVADA, a political subdivision of the State of Nevada (hereinafter referred to as "County"), FHN Financial Main Street Advisors, (hereinafter referred to as "Manager"), both of which may be referred to hereinafter as the "Parties."

**1. Appointment of Manager.** By execution of this Agreement and effective as of the effective date set forth in Section 35 below, Manager accepts appointment as investment Manager of the Account and under the direction of the County's representative, will provide services to the County as described in Exhibit A of this Agreement, which is incorporated herein. Manager will supervise and direct investments of the Account subject to such limitations as the County may communicate in writing to the Manager from time to time. The Manager, as agent with respect to the Account, unless otherwise instructed in writing by the County and consistent with the investment objectives of the County as specified in the County's Investment Management Plan (attached as Exhibit B), Nevada Revised Statutes, and existing bond covenants, when it deems appropriate, without prior consultation with the County, may (i) buy, sell, exchange, convert and otherwise trade in any allowed securities, and (ii) place orders for the execution of such securities transactions with or through such brokers, dealers or issuers as the Manager may select.

**2. Definition of Account and Custody of Account Assets.** The Account shall consist of all cash, securities and other commingled assets of the County which are held in separately designated management accounts (Currently Accounts A, B and C) by Wells Fargo Institutional Trust Services or its successors (the "Custodian") at the effective date of this Agreement, plus any proceeds therefrom or additions thereto, and less any losses thereon or withdrawals therefrom. The Manager shall not act as Custodian for the Account or any portion thereof. All transactions will be consummated by payment to, or delivery by, the Custodian of all cash, securities and other assets due to or from the Account. The Custodian, and not the Manager, shall be responsible for investing any daily cash balances in the Account. The Manager shall notify the Custodian in writing as to those persons authorized to act on behalf of the Manager and may issue such instruction to the Custodian as may be appropriate in connection with the settlement of the transactions initiated by the Manager pursuant to Paragraph 1 hereby and the Custody Agreement, dated December 8, 2009, as amended or supplemented from time to time.

**3. Standard of Care.** It is agreed that the standard of care imposed upon Manager by this Agreement is to act with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent *investment expert* acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims, provided, however that this standard of care shall in no case be, or be interpreted to be, less stringent or less restrictive than any investment standard or standards, now in effect or included by amendment effective in the future, prescribed for investment by Nevada law. The Manager shall have authority and discretion to establish accounts with one or more duly registered broker-dealers. Consistent with ensuring the safety of assets, the Manager shall engage in a prudent and diligent broker-dealer selection process. The Manager shall ensure that all orders are placed with only reputable, qualified, and financially sound broker-dealers. The Manager shall not act as a principal in sales and/or purchases of assets, unless the Manager shall have received prior written approval from an Authorized Person for each transaction. In maintaining its records, the Manager does not assume responsibility for the accuracy of information furnished to County by any other

party. However, the Manager shall cooperate with County and the Custodian to reconcile the Account each month.

**4. Investment Objectives and Restrictions.** County has specified in Exhibit B the investment objectives and any specific investment restrictions and limitations which govern the Account. It will be the County's responsibility to inform the Manager in writing of any changes or modifications in the investment objectives of the Account as well as any additional investment restrictions and limitations applicable thereto and to give the Manager prompt written notice if County deems any investment made for the Account to be in violation of such objectives or restrictions and limitations. The Manager agrees to communicate its investment strategy for the Account and any changes thereto, in a monthly report, to the County, and, if requested, to meet with the County to review the Account's investment activity or to advise of changes in the Manager's investment strategy.

**5. Transaction Procedures.** Instructions of the Manager to the Custodian shall be made in writing or, at the option of the Manager, shall be made orally and confirmed in writing as soon as practical thereafter; provided that all such instructions, written or oral, shall be issued only by persons designated from time to time by the Manager in a written instrument delivered to the Custodian pursuant to the Custody Agreement. The Manager shall instruct all brokers and dealers executing orders on behalf of the Account to forward to the Custodian and the County copies of all confirmations promptly after execution of transactions, and that all transactions must be completed using delivery vs. payment (DVP). The County will provide, or instruct the Custodian to provide the Manager with such periodic reports concerning the status of the Account as the Manager may reasonably request.

**6. Services to Other Clients.** It is understood that the Manager performs investment management services for other clients. The County agrees that the Manager may direct and take action with respect to any activity of its other clients which may differ from the direction or the timing or nature of action taken with respect to the Account so long as it is the Manager's policy, to the extent practical, to allocate investment opportunities to the Account over a reasonable period of time on a fair and equitable basis relative to other clients. It is understood that the Manager shall not have any obligations to purchase or sell for the Account any security which the Manager, its principals, affiliates or employees may purchase or sell for its or their own account or for the account of any other client, if in the Manager's good faith opinion such transaction or investment appears unsuitable, impractical or undesirable for the Account.

**7. Allocation of Brokerage.** In connection with the selection of brokers and dealers and the placing of orders, the Manager is directed to seek for the County the most favorable execution and price, the determination of which may take into account, subject to any applicable laws, rules and regulations, whether statistical, research and other information or services have been or will be furnished to the Manager by such brokers and dealers. The Manager will observe the instructions of the County with respect to broker/dealers who are approved to execute transactions involving the Account. In the absence of such instructions, the Manager may allocate such transactions to such brokers and dealers for execution on such markets, at such prices and at such commission rates as in the good faith judgment of the Manager will be in the best interest of the Account, and in accordance with the County's investment policies. The Manager shall receive no soft dollar benefit for any transaction placed on behalf of the County.

**8. Fees.** The compensation of the Manager shall be calculated and paid in accordance with the Schedule of Fees, attached hereto as Exhibit C. For the purposes of determining the

Manager's fees, the Account's assets shall be valued as computed by the Custodian bank in accordance with normal and customary industry standards. Certain securities or assets may need to be valued in a manner determined in good faith by the Custodian, the Manager, or other appropriate pricing sources to reflect its market value or as may be prescribed by applicable law.

All statement of prices, fees and charges payable to Manager are net to the County excluding sales tax, delivery, transit insurance and other expenses of delivery. Manager shall cooperate if the County elects to self accrue Sales or Use Tax. Amounts deposited in an investment agreement, bank money market funds or sweep account, if any, shall not be included in calculating the Daily Net Assets Under Management which are subject to management fees.

**9. Term.** This Agreement is for a term of four years with annual renewal options as agreed upon by both parties.

No Assignment, as that term is defined in the Investment Advisers Act of 1940, of the Agreement shall be made by Manager without the written consent of County.

## **10. Termination.**

### **10.1 Termination by COUNTY**

This Agreement may be terminated by COUNTY for any or all of the following reasons: any default by Manager, for the convenience of COUNTY, in the event of the insolvency of, or declaration of bankruptcy by Manager or in the event sufficient appropriated, otherwise unobligated funds no longer exist for the payment of COUNTY's future obligations herein.

### **10.2 Termination for Default**

The failure of Manager to comply with any material term, condition, or provision of this Agreement shall constitute default. In the event of default, COUNTY shall notify Manager of the specific act or omission by Manager which constitutes default. Manager shall have ten (10) business days from the date of receipt of such notification to correct such default. Termination for default shall be accomplished immediately upon written notice.

### **10.3 Termination for Convenience**

COUNTY may terminate this Agreement in whole or in part whenever for any reason COUNTY determines that such termination is in the best interest of COUNTY. In such event, COUNTY shall provide not less than thirty (30) days written notice to Manager and termination shall be effective as of the date and time specified therein. The Agreement shall terminate without further obligation of COUNTY as of that date, except Manager shall be paid for all work performed up to that time and COUNTY shall return all hardware and software components which have not been fully paid for.

### **10.4 Termination for Bankruptcy or Insolvency**

In the event Manager shall cease conducting business in the normal course, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or its assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, the COUNTY may terminate this agreement in whole or in part upon no less than thirty (30) days written notice to Manager. In such event of termination, COUNTY shall provide written notice to Manager and termination shall be effective as of the date and time specified therein.

#### 10.5 Termination for Unavailability of Funds

Notwithstanding any other provision of this Agreement, the Parties agree that the charges hereunder are payable by COUNTY solely from appropriated, otherwise unobligated funds. In the event such funds are determined in the sole discretion of COUNTY to no longer be available or to be insufficient with respect to the charges payable pursuant to this Agreement, COUNTY shall promptly notify the Manager, and the County may terminate this Agreement without further obligation of COUNTY up to the effective date of termination, except Manager shall be paid for all work performed to such date.

#### 10.6 Procedure upon Termination

Upon termination of this Agreement by COUNTY, Manager shall:

10.6.1 Provide services under this Agreement up to the date and to the extent specified in the notice of termination;

10.6.2 Take such action as may be necessary, or as COUNTY may direct, for the protection and preservation of any and all property or information related to this Agreement which is in the possession of Manager.

10.6.3 Within ten (10) business days from the effective date of termination, deliver to COUNTY any and all property or information related to this Agreement that is in the possession of Manager.

#### 10.7 Payment on Termination for Convenience

If this Agreement is terminated for the convenience of COUNTY, COUNTY shall pay Manager for services rendered by Manager up to the effective date of termination.

**11. Notices.** Unless otherwise specified, all notices and instructions with respect to security transactions shall be deemed duly given when received in writing by either party at the address set forth below or to such other addresses as such parties shall notify the other in writing and to the Custodian at such address as it may specify to the Manager in writing, or at such other address or addresses as shall be specified. The Manager may rely upon any notice (written, faxed, or emailed) that is signed by an authorized representative of the County.

All other notices shall be in writing and deemed given when personally delivered or three (3) days after deposited in the United States mail, first class postage prepaid, return receipt requested, addressed to the person to whom notice is given at the addresses set forth below or at any other address designated by notice by a party:

To COUNTY Representative:

Name	Tammi Davis
Title	Washoe County Treasurer
Address	P O Box 30039 Reno, NV 89520-3039
Phone	775-328-2525
Fax	775-328-2500

To MANAGER:

Name	Rick Phillips
Title	President and Chief Investment Officer
Address	10655 Park Run Drive, Ste 120 Las Vegas, NV 89144
Phone	702-575-6666
Fax	702-575-6670

The County will notify the Manager of the designation of authorized parties in addition to the County Representative.

**12. Representations by County.** Except as expressly provided otherwise herein, the County shall pay all of its own expenses including, without limitation, taxes, commissions, fees and expenses of the County's independent auditors and legal counsel, if any, brokerage and other expenses connected with the execution of portfolio security transactions, insurance premiums, fees and expenses of the custodian of the Account including safekeeping of funds and securities and the keeping of books and accounts.

County is interested only in the results obtained under this Agreement. The manner and means of achieving the results are subject to Manager's discretion and control. Manager is an independent contractor for all purposes and is not an employee or agent of County. Nothing in this Agreement shall authorize or empower Manager to speak for, represent or obligate County in any way, other than as specifically authorized in advance in writing by County. Manager shall be solely responsible for filing appropriate federal, state, and local tax returns, and paying all such taxes or fees, including estimated taxes and employment taxes due, with respect to Manager's receipt of payments under this Agreement

**13. Representation by Manager.** By execution of this Agreement, Manager represents and confirms that it is registered as an investment Manager under the Investment Advisers Act of 1940, as amended, and that it has completed, obtained or performed all other registrations, filings, approvals, authorizations, consents or examinations required by any government or governmental authority for the performance of the acts contemplated by this Agreement, including without limitation Chapter 90 of the Nevada Revised Statutes and Chapter 90 of the Nevada Administrative Code. MANAGER agrees that it shall immediately notify the County if at any time during the term of this Agreement its status under those federal and state laws and regulations changes. The County acknowledges receipt of Parts 2A and 2B of each Manager's

Form ADV as required by Rule 204-3 under the Investment Advisers Act of 1940 prior to the date of execution of this Agreement.

The personnel of the Manager who will be responsible for carrying out this Agreement are individuals experienced in the performance of the various functions contemplated by the Agreement and have not, within the last two years, been convicted of any crime or pleaded *nolo contendere* or agreed to any consent decree with respect to any matter involving breach of trust or fiduciary duty or securities law violations.

The Manager shall furnish at its own expense all necessary administrative services, office space, equipment, clerical personnel, telephone and other communication facilities, travel, investment management facilities, and executive and supervisory personnel for managing the investments and costs when attending meetings at the County.

**14. Construction and Severability.** The provisions of this Agreement are severable. If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

**15. Dispute Resolution/Choice of Laws/Venue**

**15.1 Law of Nevada applies.**

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Nevada, and laws, rules and regulations of Washoe County.

**15.2 Venue**

The proper venue for any judicial dispute arising under this Agreement shall be Washoe County, Nevada or, if appropriate, the Federal District Court sitting in Washoe County, Nevada.

**15.3 Dispute Resolution**

**15.3.1 Mediation**

Should any dispute arise out of this Agreement, any party may demand in writing that it be submitted to mediation. The parties shall meet in mediation within 30 days of a selection of a mediator. The mediating parties shall agree to the mediator within 10 days of the delivery of the demand. In the absence of an agreement, the parties shall select a mediator from a list of at least 7 mediators provided by the American Arbitration Association obtained by the party requesting mediation within 14 days of the delivery of the demand for mediation. The mediator shall be selected by striking names until only one name remains. The party requesting mediation shall strike the first name.

The cost of mediation shall be borne equally by the parties. Neither party shall be deemed the prevailing party. No party shall be permitted to file a legal action

without first meeting in mediation and making good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until agreement is reached by the parties but no more than 10 days, unless the maximum time is extended by the parties.

**16. Record Retention and Inspection.** The Manager shall maintain appropriate records of all its activities hereunder. The Manager shall provide the County with a monthly statement showing deposits, withdrawals, purchases and sales (or maturities) of investments, related gains and losses, earnings received, and the value of assets held on the last business day of the month. The statement shall be in the format and manner that is mutually agreed upon by the Manager and the County.

The Manager is required to maintain all records and documents relating to the purchase, sale or exchange of the assets in the Account, or any payment made or received thereto for twenty-four months after the termination of the agreement. The County or its designated representative has the right to inspect the records of the Manager during normal business hours.

**17. Prior Agreements.** This Agreement supersedes all prior understandings and agreements between the County and the Manager relating to the subject matter of this Agreement. Such prior understandings and agreements are canceled, and full payment by the County to the Manager for services rendered by the Manager to the date of this Agreement shall be due and owing to the Manager.

**18. Reports from Manager.** Manager will provide reports to the County as outlined in Exhibit A, and other reports determined to be necessary from time to time. Reports of performance shall be presented in compliance with Global Investment Performance Standards (GIPS). The Manager shall also provide a written reconciliation to the Custodian's records on a monthly basis.

**19. Confidential Relationship.** All information and advice furnished by either party to the other hereunder, including their respective agents and employees, shall be treated as confidential and shall not be disclosed to third parties except as required by law or by regulatory or judicial process.

**20. Errors and Omissions Insurance.** The Manager shall provide and maintain at its own expense during the term of this agreement Errors and Omissions Insurance or Professional Liability Insurance covering the negligent acts, errors or missions in the performance of professional service, in an amount of not less than \$1,000,000.

Failure on the part of the Manager to produce or maintain the required insurance shall constitute a material breach of contract upon which Washoe County may immediately terminate this Agreement.

**21. Insurance.**

Washoe County has established specific indemnification and insurance requirements for agreements/contracts with Contractors to help assure that reasonable insurance coverage is maintained. Indemnification and hold harmless clauses are intended to assure that Contractors accept and are able to pay for the loss liability related to their activities. Exhibit D is included by

reference. All conditions and requirements identified in this Attachment shall be completed prior to the commencement of any work under this Agreement.

If this provision is not complied with, the Contract shall be void, and any failure or refusal to comply with this provision shall render the Contract void.

21.1 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 County's Risk Manager, may accept coverage with carriers having lower Best's ratings upon review of financial information concerning Manager and insurance carrier. County reserves the right to require that Manager's insurer be a licensed and admitted insurer in the State of Nevada, or on the Insurance Commissioner's approved but not admitted list.

21.2 Verification of Coverage

Manager shall furnish County with certificates of insurance and with original endorsements affecting coverage required by this section. 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 Purchasing and Contracting office and be received and approved by County before work commences.** County reserves the right to require complete certified copies of all required insurance policies at any time.

21.3 Subcontractors

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

21.4 Miscellaneous Conditions

21.4.1 Manager shall be responsible for and remedy all damage or loss to any property, including property of County, caused in whole or in part by Manager, any Subcontractor, or anyone employed, directed, or supervised by Manager.

21.4.2 Nothing herein contained shall be construed as limiting in any way the extent to which Manager may be held responsible for payment of damages to persons or property resulting from its operations or the operations of any Subcontractors under it.

21.4.3 In addition to any other remedies, County may have if Manager 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:

21.4.4 Purchase such insurance to cover any risk for which County may be liable through the operations of Manager under this Agreement and deduct or retain the



amount of the premiums for such insurance from any sums due under the Agreement;

21.4.5 Order Manager to stop work under this Agreement and/or withhold any payments which become due Manager here under until Manager demonstrates compliance with the requirements hereof; or,

21.4.6 Terminate the Agreement.

21.5 Cancellation Notice

This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to County.

21.6 Waiver of Subrogation

Excepting professional liability, Manager and Manager's insurers agree to waive all rights of subrogation against the County, its officers, agents, employees, or volunteers, for losses paid under the terms of the Manager policy that arise from work performed by the named insured for County.

**22. Waiver.** No waiver of a breach of any provision of this Agreement by either party shall constitute a waiver of any other breach of said provision or any other provision of this Agreement. Failure of either party to enforce at any time, or from time-to-time, any provision of this Agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity. No waiver shall be enforceable unless set forth in writing and signed by the party granting the waiver.

**23. Changes and Amendments.** No provision of this Agreement may be changed, altered, amended, or waived except by written instrument executed by the Parties.

**24. Changes to Manager Key Personnel and Successor to Manager.** The Manager shall immediately notify County, in writing, of any changes in key personnel within its organization and assigned to the oversight of the Account (as defined in Section 2). If Manager is a partnership, Manager shall promptly notify County of changes in Manager's partners. If Manager is a corporation, Manager shall promptly notify County of all material changes in ownership.

**25. Assurance of Compliance with Civil Rights Laws.** Every supplier of materials and services and all Manager's business with the COUNTY shall be in compliance with applicable provisions of the Americans with Disabilities Act of 1990, and shall be an equal opportunity employer as defined by Title VII of the Civil rights Act of 1964. As such, Manager shall not discriminate against any person on the basis of race, religious creed, color, national origin, ancestry, disability, medical condition, marital status, age, sexual orientation, transgender status or sex with respect to hiring, application for employment, tenure or terms and conditions of employment. Manager agrees to abide by all of the foregoing statutes, regulations and ordinances and resolutions.

**26. Assurance of Compliance with Appropriate Laws and Regulations at the Federal State and Local Levels.** Manager hereby confirms that Manager will comply with all appropriate and applicable federal, state and local laws and regulations in carrying out this Agreement.

**27. Assurance of Compliance with Ethics Rules.** Manager confirms that it has implemented and is in compliance with SEC Rule 204A-1, regarding the adoption of a Code of Ethics and SEC Rule 206(4)-7, relating to adoption of internal policies and the creation of a Chief Compliance Officer role.

**28. Disciplinary Actions.** The Manager shall promptly give notice to the COUNTY if the Manager shall have been found to have violated any state or federal securities law or regulation in any final and unappealable judgment in any criminal action or civil suit in any state or federal court or in any disciplinary proceeding before the Securities and Exchange Commission or any other agency or department of the United States, any registered securities exchange, the Financial Industry Regulatory Authority, or any regulatory authority of any State based upon the performance of services as an investment Manager.

**29. Force Majeure.** Neither party shall be responsible for delays resulting from causes beyond the control of the party including, but not limited to, delays resulting from governmental action, inability to obtain services, power failure, acts of God or the failure of any product or service neither manufactured nor provided by the parties.

**30. No Third Party Beneficiaries.** This Agreement is not intended to create any right in or for the public, or any member of the public, any subcontractor, supplier or any other third party, or to authorize anyone not a party to this Agreement to maintain a suit to enforce or take advantage of its terms.

**31. Conflict of Interest.** Manager hereby certifies that no officer, agent or employee of County who may have a pecuniary interest in this Agreement has participated in the contract negotiations on the part of the County.

**32. Certification Manager has Read and Understands Washoe County's Investment Management Plan.** Manager certifies that key personnel have reviewed and understand the County's Investment Management Plan (Exhibit B), and that processes will be in place to assure that all transactions made on behalf of the County will comply with that plan. The County agrees that it will promptly deliver to the Manager any amendments or other changes to the Investment Management Plan.

**33. Certification that Signatory Authorized to Enter Into Agreement**  
Manager certifies that the individual executing this Agreement on behalf of the Manager has full authority to enter into such an Agreement on behalf of Manager.

**34. Miscellaneous Provisions**

**34.1 Modifications**

This Agreement may be modified only by mutual agreement by the Parties in writing.

#### 34.2 Waiver

No term or condition of this Agreement shall be deemed to have been waived, nor shall there be an estoppel against the enforcement of any provision, except by written instrument of the party charged with such waiver or estoppel. No such written waiver shall be deemed a continuing waiver unless specifically stated therein and each such waiver shall operate only as to the specific term or condition waived and shall not constitute a waiver of such term or condition for the future or as to any act other than that specifically waived.

#### 34.3 Headings

The headings of parts, sections and subsections used in this Agreement are included solely for convenience of reference and shall not control the meaning or interpretation of any of the provisions of this Agreement.

#### 34.4 Number and Gender

Whenever applicable within this Agreement, the singular shall include the plural and the plural shall include the singular and a pronoun of one gender shall refer to any appropriate gender.

#### 34.5 Severability

Unless expressly provided otherwise, the provisions of this Agreement are severable, and the unenforceability of any provision shall not affect the enforceability of any other provision of this Agreement.

#### 34.6 Inurements

The terms of this Agreement shall inure to the benefit of the Parties, including their successors and permissible assigns, if any.

#### 34.7 Counterparts

This Agreement may be executed simultaneously or concurrently in one or more counterparts, each of which shall be deemed a duplicate original but all of which together shall constitute one and the same agreement.

#### 34.8 Entire Agreement

The making, execution and delivery of this Agreement has been induced by no representations, statements, warranties or other agreements except as expressed by the written terms of this Agreement. The parties agree that this Agreement may not in any way be contradicted by a prior or existing course of dealing between them or by any usage of trade or custom.

#### 34.9 Limitation of Liability

By Manager: County will not waive and intends to assert available defenses and limitations contained in Chapter 41 of the Nevada Revised Statutes. Contract liability of both parties shall not be subject to punitive damages. Actual damages for the County's breach of this Agreement shall never exceed the amount of funds that have been appropriated for payment under this Agreement, but not yet paid, for the fiscal year budget in existence at the time of the breach.

34.10 Independent Contractor Status.

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

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

34.10.2. Unless otherwise provided in Exhibit D, Contractor is responsible for all expenses without reimbursement.

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

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

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

**35. Effective Date.** The effective date of this Agreement is July 1, 2021.

Agreed and Accepted this 8<sup>TH</sup> Day of JUNE, 2021.

WASHOE COUNTY

MANAGER


By: 

Bob Lucey, Chair  
Washoe County Commission

By: 

Title: PRESIDENT

ATTEST:

  
Washoe County Clerk

