



# WASHOE COUNTY

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STAFF REPORT  
BOARD MEETING DATE: December 8, 2015

**DATE:** November 3, 2015  
**TO:** Board of County Commissioners  
**FROM:** Amber Howell, Director of Social Services  
(775) 785-8600 ahowell@washoecounty.us  
**THROUGH:** Kevin Schiller, Assistant County Manager  
**SUBJECT:** Recommendation to approve an agreement between Catholic Charities of Northern Nevada (CCNN) and Washoe County in an amount not to exceed \$672,813 on an annual basis, to provide housing, property management and supportive services at multiple sites for the Crossroads Program retroactive to December 1, 2015 through June 30, 2016 with the option to renew for two (2) additional one (1) year periods. (All Commission Districts)

## SUMMARY

The Department is requesting the Board approve an agreement with Catholic Charities of Northern Nevada to provide housing, property management and supportive services at multiple sites to the Crossroads Program. The agreement is retroactive due the approval process and the timing of Board meetings.

**Strategic Objective supported by this item:** Safe, secure and healthy communities

## PREVIOUS ACTION

In August of 2013, the Board approved a contract with CCNN in the amount of \$125,000 to provide housing for Veterans at 395 Gould Street.

In December of 2011 the Board approved transitioning the General Assistance Program (GA) from cash assistance to housing and supportive services.

In January of 2011 the Department contracted with CCNN in the amount of \$99,999 to provide housing in Building A at 395 Gould Street.

In January of 2011 the Department contracted with CCNN in the amount of \$99,999 to provide supportive services to the housing program.

These contracts have been renewed annually since their inception.

AGENDA ITEM # 10

## **BACKGROUND**

The General Assistance Program is mandated pursuant to NRS 428.010 which speaks to the County's duty to provide aid and relief to the indigent. Washoe County had traditionally fulfilled their obligation by providing cash grants to individuals meeting the eligibility criteria. In 2010/11 the Department reviewed the program over the course of a year and a half specific to improving outcomes to assist clients and manage costs more efficiently with increased demands. The review highlighted that cash grants are often an inefficient means of providing assistance.

In January of 2011 the Department started a pilot housing program, Crossroads, to evaluate program shifts that would benefit indigent clients. The primary focus was on individuals who were eligible for the General Assistance Program and were navigating the systems in the community in the most inefficient manner. Washoe County contracted with Catholic Charities, a local non-profit, for housing. Supportive services were provided with Social Services staff and through contracts with other non-profits in the community such as Kids to Senior Korner and Join Together Northern Nevada. West Care Triage Center detoxed and medically cleared the clients before they were placed in housing. Washoe County Sheriff Deputies also played a major role in supporting Crossroads and providing referrals.

As part of the evaluation process the Department collected data going back 12 months prior to admission to analyze the costs to the hospitals, REMSA and the jail. It is important to note that these were not estimated costs but actual data from each agency regarding costs incurred from serving these clients. The results of the pilot were very positive. The cost per day in the community for the clients who came into the Crossroads Program ranged from \$135 to \$385 per day.

The program began by focusing on the most difficult and complex clients we serve. The Department expected to see low to moderate success with these clients and a reduced cost to the community. The results proved to be very successful at a programmatic and financial level. On average, the clients within the program were negatively impacting the community by about \$70,000 annually; they were homeless and had limited opportunities for the future. Upon entering the program they stopped abusing community resources, many recovered their sobriety, obtained employment or accessed other financial resources such as SSI/SSD and have a new outlook on life. The financial savings to the community have also been significant. One example of the ongoing savings involved five individuals who were followed for a three year period. Based on their historical behavior, these clients would have experienced 200 jail bookings and over 500 jail bed days; eliminating these save an estimated \$100,000 in associated costs.

The successful outcomes of the program have shown that the current Crossroads model of housing and supportive services is more successful than the old model of shelter. This has been shown through a significant reduction in jail bed days from the Crossroads clients as cited above. In the words of one of the clients: *"I lived under a bridge...literally. I had no birth certificate, no social security card, no identification, no job, and no hope of getting any of them. I spent 8 years on the street, hopeless. Two*

*weeks after arriving at Crossroads, I received my ID and my social security card. I was no longer hopeless. After a few months of group therapy I realized that I could see myself enjoying a life without the abusive lifestyle. 9 months later I found myself employable and enjoying an apartment with my lovely wife who used to live under the bridge with me. "*

In January of 2013 the Department was approached by the Northern Nevada Veteran's Resource Center (NNVRC) to partner with them and CCNN to provide Veteran's housing in Washoe County. NNVRC proposed that they would secure funding of approximately 1.3 million dollars which would be used to provide the programming and Washoe County would provide for the rent of the property through a contract with CCNN. The Board of County Commissioners approved this contract in August of 2013 and the contract has been renewed annually.

Many changes have taken place since the inception of the Crossroads program. Since January of 2011 it has:

- Served over 600 clients.
- Expanded from 9 beds to 122 beds in less than 5 years.
- Grown from one building at 395 Gould serving 9 clients to three sites with eight buildings serving 122 clients, soon to be 144.
- Partnered with the State to help manage clients we have in common.
- The number of partnering agencies has increased from 5 to 12.
- Created 26 Veterans beds.
- Partnered with the Community Court.
- Partnered with Mental Health Court.
- Created an in-house drug and alcohol testing center; 99.7 % test negative.
- Added a Work Experience program. Increased the number of clients returning to work because of Learn to EARN.
- A large percentage of the clients perform volunteer work either in the community or at the program.
- Programs have expanded to include: Alta Vista Mental Health, Learn to EARN, After Care, and Fun in Recovery (2 softball teams, flag football, movie nights, field trips, neighborhood clean ups, horseshoes, gardening and Frisbee golf).
- Social Services received the Bishops Humanitarian Award for the leadership it provides in the community and Crossroads was highlighted as a model program.

During this development process, CCNN has remained a strong partner and has contributed funding from their organization to help with the expansion of the program. They have provided property management, housing sites, food, maintenance, beds, appliances, toiletries and many other items to ensure the needs of clients are being met. Other changes, including the implementation of the Affordable Care Act, have allowed us to move clients onto Medicaid and terminate contracts with providers of mental health and substance abuse providers.

During this growth period, the Department has recognized the need for additional staffing at the multiple sites as well as the need for expanded hours of staffing. There are two models that could be employed. The first would be to request additional County staffing and the second would be to use a House Manager model and to employ residents to

provide other supportive functions. After evaluating the staffing options the Department has chosen to use the resident based staffing model. The additional costs associated with this item are related to that recommendation to provide for 24/7, 365 day staffing. The costs associated with this model are significantly lower than requesting County personnel. We have been piloting the resident model and have found it to be very beneficial to the residents. Not only are clients able to earn an income while working on their sobriety, they also are learning skills that will assist them after they leave the Program. Using this resident staffing model, for approximately \$155,760 we are able to hire through CCNN:

- 4 - part-time Program Specialists
- 1 - full- time Program Specialist
- 2 - full- time House Managers
- 1 - part-time House Manager
- 1- full- time Building Maintenance person
- 1- part-time shuttle driver

In summary, the Department currently has three separate agreements with CCNN for housing and supportive services and is proposing a single agreement that provides for additional funding for the resident staffing. This proposal will provide for ease of administration and a benefit to the residents by providing them with an income and an avenue to move out of homelessness. It also provides the clients with work experience and a sense of pride in taking charge of their lives.

### **FISCAL IMPACT**

The adopted FY 16 budget of the Adult Social Services Department has sufficient budget available in cost center 179200 and IO 60304 in support of this agreement. In addition, the Department projects this cost to be offset by \$122,000 in State reimbursements, \$48,000 in private pay clients and approximately \$40,000 from the Community Court.

### **RECOMMENDATION**

Recommendation to approve an agreement between Catholic Charities of Northern Nevada (CCNN) and Washoe County in an amount not to exceed \$672,813 on an annual basis, to provide housing, property management and supportive services at multiple sites for the Crossroads Program retroactive to December 1, 2015 through June 30, 2016 with the option to renew for two (2) additional one (1) year periods.

### **POSSIBLE MOTION**

Should the Board agree with staff's recommendation, a possible motion would be "motion to approve an agreement between Catholic Charities of Northern Nevada (CCNN) and Washoe County in an amount not to exceed \$672,813 on an annual basis, to provide housing, property management and supportive services at multiple sites for the Crossroads Program retroactive to December 1, 2015 through June 30, 2016 with the option to renew for two (2) additional one (1) year periods".

## AGREEMENT

THIS AGREEMENT is made by and between the COUNTY OF WASHOE, a political subdivision of the State of Nevada, "County," and Catholic Charities of Northern Nevada, a Nevada domestic non-profit corporation, "Organization."

### WITNESSETH

1. WHEREAS, the County is responsible under NRS 428.010 to provide care, support and relief to the resident poor, indigent, incompetent, and those incapacitated by age, disease or accident, when those persons are not supported or relieved by their relatives or guardians, by their own means, or by state hospitals, or other state, federal or private institutions or agencies;

2. WHEREAS, County has determined there is a need for supportive housing and services to provide the care, support and relief as required by law;

3. WHEREAS, the County has reviewed, through a pilot supportive housing program, and determined that securing supportive housing or services is more beneficial to fulfilling the needs of our clients and the people of Washoe County;

4. WHEREAS, Organization has the facilities and resources to provide supportive housing and services to the at-risk indigent population requiring care, support and relief, specifically to the serial inebriate population within Washoe County who have a demonstrable need for supportive housing or services;

5. WHEREAS, the County and the Organization desire to enter into a formal agreement setting forth their responsibilities and liabilities in regard to provisions of supportive housing and services.

NOW, THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, it is agreed by and between the parties as follows:

1. Term. This initial Agreement shall be for a seven month period commencing December 1, 2015 through June 30, 2016, or until this Agreement is terminated pursuant to paragraphs 10 or 15 hereof, whichever date shall first occur. This Agreement may be renewed for

two (2) additional one (1) year periods, upon mutual assent of the parties through a written amendment signed by both parties.

2. Obligations of Organization. The Organization shall provide supportive housing and support services to the at-risk population set forth in NRS 428.010, as determined by the County. Individuals who may be served in the program include but are not limited to homeless individuals who are referred through the courts, the jail, the Community Assistance Center, community referrals and/or clients who are currently being served by Washoe County Social Services who have a demonstrable need for supportive housing or services.

- Organization agrees that County will have exclusive use to conduct housing programs at the properties listed below with no deposit fee required.
  - 395 Gould Street in Reno, buildings A, B and C.
  - 1835 Montello Street Reno, all buildings on site.
  - 480 Galletti Way, buildings 13, 14 and 15.
- Organization agrees that any income received from or on behalf of clients collected during the contract period will be credited towards the County's financial obligation under this contract.
- Organization shall provide basic needs including toilet paper, bedding, towels, toothpaste, toothbrush and other basic toiletries for an individual during the time period the individual is living in supportive housing. Food will be the responsibility of the individual.
- Organization will provide property management at all sites to include routine maintenance, completion of housing contracts with clients, general oversight of the property and pest control.
- Organization will provide a van for client transportation to and from appointments as directed by the County.
- Organization will provide appliance and furniture replacement as necessary.
- Organization, in consultation with the County, will provide staffing at each site using the resident staffing model utilizing the following positions position in either fulltime or part

time capacity as directed by the County: Program Specialists, House Managers, Building Maintenance and shuttle drivers.

3. Obligations of County. The County shall provide financial support to Organization for its properties and supportive services as described herein.

- The County agrees to reimburse Organization for exclusive use of the properties listed below and property management.

- 395 Gould building A & B \$149,623
- 395 Gould building C \$177,050
- Montello Property (Park House) \$106,000
- NNAHMS Property (River House) \$15,000

- County agrees to reimburse Organization up to \$225,060 for client needs and staffing associated with the County's Housing program after a detailed invoice is submitted to the County itemizing these costs.

- The County will be responsible for damage to the physical structure of the properties listed above that are occupied by a County Social Services Client with the permission of the County. Organization shall immediately notify County in writing upon discovery of any eligible damage and allow immediate inspection by the County. Damages shall be limited to \$500 per incident and \$4,000 per contract year during the contract term and will be paid upon being invoiced by Organization with an attached itemization of damages identifying needed repair costs.

- County will determine eligibility and place clients in the program.

4. Invoices. The Organization shall provide to the County at the end of each month during the term of this Agreement a written invoice in the form required by the County. Each monthly invoice will itemize the rent for each property as well as an itemized accounting for staff and client needs pursuant to this Agreement during the preceding month and the amount of charges for those services. The invoice must be submitted to the County no later than 15 days after the end of each month and must be executed under penalty of perjury by an official of the Organization who is empowered by the Organization to enter into contracts on its behalf.

The County shall timely review each invoice submitted by the Organization pursuant to this Agreement and shall approve or disapprove payment in full or in part within 10 business days after it is received. If an invoice is approved in full, the County shall pay to the Organization an amount in accordance with the provisions set forth in paragraph 9. If an invoice is approved in part, the County shall pay to the Organization the portion of the maximum amount set forth in paragraph 9, which represents the approved portions of the invoice, and the County shall have no obligation to pay the remainder unless it subsequently approves the disapproved portions of the invoice. The total payments made by the County to the Organization shall not exceed the maximum amount set forth in paragraph 9 of this Agreement.

The County will not unreasonably withhold approval of payment of invoices; however, the County has the right to request the Organization provide more specific information about the services provided. If the invoice submitted by the Organization lacks specificity regarding services provided, or lacks evidence supporting the claimed provision of services by the Organization, the County shall have the authority to withhold approval of payment of all or part of that invoice. The County will inform the Organization in writing of the specific reasons for disapproval and the Organization shall have 10 days in which to provide the County with the requested information.

5. Records. The Organization shall maintain in its principal office written records of all services provided pursuant to this Agreement. If a recipient's name is the subject of a legally recognized privilege, this information must be kept in a separate but secure location in the Organization's office. The Organization agrees to allow the County to inspect all such records at any reasonable time without prior notice to the Organization.

6. Notification of Change of Executive Director. The Organization shall notify the County in writing of a change in Executive Director, and of the new Executive Director's or Acting Director's name and telephone number.

7. Indemnification/Hold Harmless. Washoe County has established specific indemnification and insurance requirements for agreements/contracts with nonprofit agencies to help ensure that reasonable insurance coverage is maintained. These requirements are set forth in Exhibit A, which is attached hereto and incorporated by reference. Indemnification and hold

harmless clauses are intended to ensure that these agencies accept and are able to pay for the loss or liability related to their activities. All conditions and requirements identified in Exhibit A shall be completed prior to any payment under this Agreement.

8. Discrimination. In connection with the performance of its obligations under this Agreement, the Organization shall not discriminate against any of its employees, agents or any person applying to the Organization for its services because of race, religion, color, sex, age, national origin, or disability, except that the Organization may focus on providing its services to the disabled and aged in accordance with the services described in paragraph two.

9. Payment. Subject to all terms and conditions of this Agreement, the County shall pay the Organization an amount not to exceed SIX HUNDRED SEVENTY TWO THOUSAND EIGHT HUNDRED THIRTEEN DOLLARS (\$672,813) annually. Monthly payments shall be made after services are rendered and an invoice is received and approved by Social Services Adult Services staff. Failure to comply with any term or condition of this Agreement is a material breach of this Agreement and is cause for the County to refuse to make any payment.

10. Cancellation. The County or the Organization may cancel this Agreement for any reason, with or without cause. Cancellation shall be made by a written Notice of Cancellation, and shall become effective thirty days after the receipt of the Notice of Cancellation by the non-canceling party. The Notice shall be deemed received three days after mailing by regular mail. The Notice must be served by mailing at the following addresses:

COUNTY: Washoe County Department of Social Services  
P.O. Box 11130  
Reno, NV 89520-0027

ORGANIZATION: Catholic Charities of Northern Nevada  
500 East 4<sup>th</sup> Street  
Reno, NV 89512

If a cancellation is made pursuant to this Agreement, a final invoice of the type described in paragraph 4 must be immediately prepared by the Organization within seven days after the effective date of the cancellation setting forth supportive housing or services provided by the Organization from the date of its last invoice/report to the effective date of the cancellation. After

approval of the final invoice in the manner provided in paragraph 4, the County shall pay the Organization any amounts owed under paragraph 9 for services actually provided prior to the effective date of cancellation.

#### MISCELLANEOUS PROVISIONS

11. Independent Contractor. It is intended by the parties that the Organization perform its obligations pursuant to this Agreement as an independent contractor and not as an agency or employee of the County. The Organization is responsible for providing Industrial Insurance for its employees, withholding amounts of its employees' income tax and performing all other functions relative to its status as an independent contractor.

12. Assignment/Delegation. The rights and obligations of each party to this Agreement are not assignable. An assignment or delegation of any rights or obligations hereunder is a material breach of this Agreement.

13. Waiver. A waiver of any breach of any provision of this Agreement shall not be construed to be a waiver of any preceding or succeeding breach.

14. Merger/Amendment. This Agreement, together with the attached Exhibit A, embodies the entire understanding of the parties and there are no terms, covenants or conditions other than those set forth herein. This Agreement may be amended only by a document in writing executed by both parties with the same formality with which this Agreement was executed.

15. Funding Out Clause. In the event Washoe County fails to appropriate or budget funds for the purposes as specified in this Agreement, the Organization hereby agrees to cancel this Agreement. The County agrees to provide 30 days written notice to the Organization in the event this situation should occur if such notice is possible. Both parties expressly understand that the term of this Agreement requires such a provision pursuant to NRS 244.320.

16. Authority. The person executing this Agreement on behalf of the Organization certifies that he/she has the power and authority to bind the Organization to the terms and conditions of this Agreement.

17. Compliance With Laws. The Organization 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.

18. Governing Law/Miscellaneous. This Agreement shall be governed, interpreted and construed in accordance with the laws of Nevada. If any provision of this Agreement shall be held or declared void or illegal for any reason, all other provisions of this Agreement that can be given effect without such illegal provision shall nevertheless remain in full force and effect. The section headings in this Agreement are intended solely for convenience; they are not part of this Agreement and shall not affect its construction.

19. Third Party Beneficiaries. This Agreement is not intended to create or be construed to create any right or action on the part of any person or entity not signatory to this Agreement, nor create the status of third party beneficiaries for any person or entity.

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

21. Organization's Certification. Organization, its principals and agents, to the best of its knowledge and belief:

a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b) Have not within a three year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local)

transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in (b) above;

d) Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default; and

e) Understand that a false statement on this certification may be grounds for rejection or termination of this Agreement. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

**COUNTY OF WASHOE**

By \_\_\_\_\_  
Chair, Board of Commissioners

Date \_\_\_\_\_

**Catholic Charities of Northern Nevada**

By \_\_\_\_\_  
Peter Vogel, Executive Director

Date \_\_\_\_\_

STATE OF NEVADA )  
 ) ss.  
COUNTY OF WASHOE)

This instrument was acknowledged before me on \_\_\_\_\_, 2015, by the Executive Director  
\_\_\_\_\_, Catholic Charities of Northern Nevada.

\_\_\_\_\_  
NOTARY

## **Exhibit A**

### **NONPROFIT AGENCIES**

#### **INTRODUCTION**

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

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

#### **INDEMNIFICATION AGREEMENT**

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

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

#### **GENERAL REQUIREMENTS**

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

#### **INDUSTRIAL INSURANCE**

It is understood and agreed that there shall be no Industrial Insurance coverage provided for ORGANIZATION or any Sub-consultant by COUNTY. ORGANIZATION agrees, as a precondition to the performance of any work under this Agreement and as a precondition to any obligation of the COUNTY to make any payment under this Agreement to provide COUNTY with a certificate issued by an insurer in accordance with NRS 616B.627 and with a certificate of an insurer showing coverage pursuant to NRS 617.210 for ORGANIZATION and any sub-consultants used pursuant to this Agreement.

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

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

### **MINIMUM LIMITS OF INSURANCE**

ORGANIZATION shall maintain limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be increased to equal twice the required occurrence limit or revised to apply separately to each project or location.
2. Automobile Liability: \$500,000 combined single limit per accident for bodily injury and property damage. No aggregate limits may apply.
3. Professional Liability: - N/A.

### **DEDUCTIBLES AND SELF-INSURED RETENTIONS**

Any deductibles or self-insured retentions must be declared to and approved by the COUNTY Risk Management Division. COUNTY reserves the right to request additional documentation, financial or otherwise, prior to giving its approval of the deductibles and self-insured retention and prior to executing the underlying agreement. Any changes to the deductibles or self-insured retentions made during the term of this Agreement or during the term of any policy, must be approved by the COUNTY Risk Manager prior to the change taking effect.

### **OTHER INSURANCE PROVISIONS**

The policies are to contain, or be endorsed to contain, the following provisions:

1. COUNTY, its officers, employees and volunteers are to be covered as insured's as respects: liability arising out of activities performed by or on behalf of ORGANIZATION, including COUNTY'S general supervision of ORGANIZATION; products and completed operations of ORGANIZATION; premises owned, occupied or used by ORGANIZATION; or automobiles owned, leased, hired, or borrowed by ORGANIZATION. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY, its officers, employees or volunteers.
2. ORGANIZATION'S insurance coverage shall be primary insurance as respects COUNTY, its officers, employees and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, employees or volunteers shall be excess of ORGANIZATION'S insurance and shall not contribute with it in any way.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to COUNTY, its officers, employees or volunteers.
4. ORGANIZATION'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to COUNTY except for nonpayment of premium.

## **ACCEPTABILITY OF INSURERS**

Insurance is to be placed with insurers with a Best's rating of no less than A-: VII. COUNTY, with the approval of the Risk Manager, may accept coverage with carriers having lower Best's Ratings upon review of financial information concerning ORGANIZATION and insurance carrier. COUNTY reserves the right to require that ORGANIZATION'S insurer be a licensed and admitted insurer in the State of Nevada, or on the Insurance Commissioner's approved but not admitted list.

## **VERIFICATION OF COVERAGE**

ORGANIZATION shall furnish COUNTY with certificates of insurance and with original endorsements affecting coverage required by this exhibit. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. **All certificates and endorsements are to be addressed to the specific COUNTY contracting department and be received and approved by the COUNTY before work commences.** COUNTY reserves the right to require complete, certified copies of all required insurance policies, at any time.

## **SUBCONTRACTORS**

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

## **MISCELLANEOUS CONDITIONS**

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