

NF

Assessor's Parcel Number: N/A

Date: NOVEMBER 14, 2016

Recording Requested By:

Name: HUMAN RESOURCES

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A



KAREN ELLISON, RECORDER

CONTRACT #20162263

(Title of Document)



FILED

NOV 20 2013

2013 NOV 14 AM 10:17

DOUGLAS COUNTY

CLERK

BY *[Signature]* DEPUTY

CONTRACT FOR SERVICES BY AN INDEPENDENT CONTRACTOR

A CONTRACT BETWEEN

DOUGLAS COUNTY

AND

**LP INSURANCE SERVICES, INC.
300 E 2ND ST #1300,
RENO, NV 89501
(775) 996-6016**

This Contract for Services by an Independent Contractor (the "Contract") is made by and between Douglas County, Nevada, a political subdivision of the State of Nevada, through its authorized agent, the Douglas County Manager (the "County"), and LP Insurance Services, Inc. ("Broker/Consultant"). The County and Broker/Consultant are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WHEREAS, Douglas County, a political subdivision of the State of Nevada, from time to time requires the services of independent contractors; and

WHEREAS, it is deemed that the services of Broker/Consultant herein specified are both necessary and desirable and in the best interests of Douglas County; and

WHEREAS, Douglas County requires the services of a group insurance Broker/Consultant and advisor to assist it with regard to its group insurance program by providing special services and advice; and

WHEREAS, Broker/Consultant represents that it is specially trained and possesses special skills, education, experience, and competency to perform the services and provide the advice needed; and

WHEREAS, Douglas County has chosen Broker/Consultant to perform the needed work.

WHEREAS, Broker/Consultant represents that he is duly qualified, equipped, staffed, ready, willing and able to perform and render the services hereinafter described;

NOW, THEREFORE, in consideration of the agreements herein made, the parties mutually agree

as follows:

1. DOCUMENTS INCORPORATED. The following exhibits are by this reference incorporated herein and are made part of this Contract:

- Exhibit A – General Conditions for Contract
- Exhibit B – Scope of Work

Except as otherwise specifically provided herein, no other documents shall be part of this Contract.

2. WORK TO BE PERFORMED. Except as otherwise provided in this contract, Broker/Consultant shall furnish all services, equipment, and materials and shall perform all operations necessary and required to carry out and perform in accordance with the terms and conditions of the Contract the work described in Exhibit B.

3. TERM. This contract shall be effective September 1, 2016 through August 31, 2017.

4. COMPENSATION. Broker/Consultant shall receive a monthly consulting service fee equivalent to \$3,333.33 per month. In addition, Broker/Consultant shall receive standard commissions from insurance carriers only for the placement of the County's voluntary ancillary coverages, including but not limited to life/AD&D, disability, and individual worksite products. The County shall not reimburse Broker/Consultant for any expenses incurred by Broker/Consultant in rendering services under this Agreement.

Requests for consulting service fee payment shall be submitted no later than fifteen (15) days after the end of each month. The County will pay Broker/Consultant within thirty (30) days of approval by the County of the submitted invoice forms. No consulting fee payments will be made by the County until the invoice forms have been submitted and approved. Either party may request to discuss Broker/Consultant's fees by providing a written request for same to the other party.

5. EFFECTIVE DATE OF CONTRACT. This contract shall not become effective until and unless approved by Douglas County Board of Commissioners through its authorized agent the Douglas County Manager.

6. NOTICES. All notices, requests, or approvals required or permitted to be given under this Contract shall be in writing, shall be sent by hand delivery, overnight carrier, or by United States mail, postage prepaid, and registered or certified, and shall be addressed to:

COUNTY REPRESENTATIVE:

Wendy Lang
Human Resources Director
Douglas County, Nevada
1594 Esmeralda Avenue
Minden, NV 89423
(775) 782-9066
wlang@douglasnv.us

BROKER/CONSULTANT REPRESENTATIVE:

Kevin Monaghan
LP Insurance Services, Inc.
300 E 2nd St #1300
Reno, NV 89501
(775) 996-6016
kevin.monaghan@lpins.net

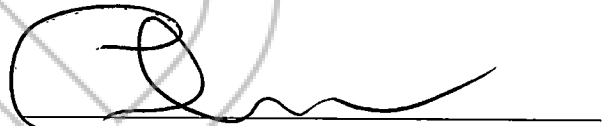
Any notice required or permitted under this Contract, if sent by United States mail, shall be deemed to be given to and received by the addressee thereof on the third business day after being deposited in the mail. The County or Broker/Consultant may change the address or representative by giving written notice to the other party.

7. PROPER AUTHORITY. The parties hereto present and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be signed and intend to be legally bound thereby.

Dated: 8/30/16, 2016.

DOUGLAS COUNTY



Larry Werner
Douglas County Manager

Dated: 8/30/16, 2016.

LP INSURANCE SERVICES, INC.



Kevin Monaghan

EXHIBIT A

GENERAL CONDITIONS

CONTRACT FOR SERVICES BY AN INDEPENDENT CONTRACTOR..... 1

1. Definitions..... 5

2. Independent Contractor Status and Provision of Workers Compensation Coverage..... 5

3. Standard of Care..... 6

4. County Representative..... 7

5. Changes to Scope of Work..... 7

6. County Cooperation..... 7

7. Discovery of Conflicts, Errors, Omissions, Ambiguities, or Discrepancies..... 8

8. Construction and Interpretation of Contract..... 8

9. Dispute Resolution..... 8

10. Termination of Contract..... 9

11. No Damages for Delay..... 9

12. Insurance..... 9

13. Fiscal Contingency..... 11

14. Compliance with Applicable Laws..... 11

15. Assignment, Transfer, Delegation, or Subcontracting..... 11

16. County Inspection of Contract Materials..... 12

17. Confidentiality and Disposition of Contract Materials..... 12

18. Public Records Law, Copyrights, and Patents..... 12

19. Indemnification..... 13

20. Taxes..... 13

21. Non-Waiver of Terms and Conditions..... 13

22. Rights and Remedies..... 13

23. Prohibited Interests..... 13

24. Third Party Interests and Liabilities..... 14

25. Survival of Rights and Obligations..... 14

26. Severability..... 14

27. Modification of Contract and Entire Agreement..... 15

1. Definitions.

Unless otherwise required by the context, "Broker/Consultant" includes any of the Broker/Consultant's consultants, subconsultants, contractors, and subcontractors

Unless otherwise required by the context or unless no County Representative is designated under General Condition ¶ 4 of this Contract, "County" means the person designated under General Condition ¶ 4 of this Contract.

2. Independent Contractor Status and Provision of Workers Compensation Coverage.

The parties agree that Broker/Consultant shall have the status of and shall perform all work under this contract as an independent contractor, maintaining control over all its consultants, subconsultants, contractors, or subcontractors. The only contractual relationship created by this Contract is between the County and Broker/Consultant, and nothing in this Contract shall create any contractual relationship between the County and Broker/Consultant's consultants, subconsultants, contractors, or subcontractors. The parties also agree that this Contract, by explicit agreement of the parties, incorporates and applies the provisions of NRS 333.700, as necessarily adapted, to the parties, including that Broker/Consultant is not a County employee and that there shall be no:

- A. Withholding of income taxes by the County;
- B. Industrial insurance coverage provided by the County;
- C. Participation in group insurance plans which may be available to employees of the County;
- D. Participation or contributions by either the independent contractor or the County to the public employees' retirement system;
- E. Accumulation of vacation leave or sick leave provided by the County; and
- F. Unemployment compensation coverage provided by the County if the requirements of NRS 612.085 for independent contractors are met.

If applicable (and Broker/Consultant bears the sole responsibility for producing proof satisfactory to the County that these provisions are not applicable to Broker/Consultant), Broker/Consultant further agrees, as a precondition to the performance of any work under this Contract and as a precondition to any obligation of the County to make any payment under this Contract, to provide the County with a work certificate and/or a certificate issued by a qualified insurer in accordance with NRS 616B.627. Broker/Consultant also agrees, prior to commencing any work under the Contract, to complete and to provide the following written request to the qualified insurer:

LP Insurance Brokers, Inc. has entered into a contract with Douglas County to perform work from September 1, 2016 to August 31, 2017 and requests that the qualified insurer provide to Douglas County 1) a certificate of coverage and 2) notice of any lapse in coverage or nonpayment of coverage that the Broker/Consultant is required to maintain. The certificate and

notice should be mailed to:

Wendy Lang
Human Resources Director
Douglas County, Nevada
P O Box 218
Minden, NV 89423

Broker/Consultant agrees to maintain required workers compensation coverage throughout the entire term of the Contract. If Broker/Consultant does not maintain coverage throughout the entire term of the Contract, Broker/Consultant agrees that the County may, at any time the coverage is not maintained by Broker/Consultant, immediately order the Broker/Consultant to stop work and may immediately suspend or terminate the Contract. For each six (6) month period this Contract is in effect, Broker/Consultant agrees, prior to the expiration of the six (6) month period, to provide another written request to a qualified insurer for the provision of a certificate and notice of lapse in or nonpayment of coverage. If Broker/Consultant does not make the request or does not provide the certificate before the expiration of the six (6) month period, then Broker/Consultant agrees that County may order the Broker/Consultant to immediately stop work and may immediately suspend or terminate the contract. In the event of an immediate suspension or termination under this provision, Broker/Consultant is entitled to receive all amounts due and not previously paid to Broker/Consultant for work satisfactorily completed in accordance with the terms of the Contract prior to the date of the suspension or termination. No amount shall be allowed or paid for anticipated profit on unperformed services or other unperformed work. In addition, the provisions of ¶ 10 shall apply in the case of a suspension or termination in accordance with this paragraph.

3. Standard of Care.

Broker/Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all work performed under this Contract. Broker/Consultant warrants that all work shall be performed with the degree of professional skill, care, diligence, and sound practices and judgment which are normally exercised by recognized professional firms with respect to services of a similar nature. It shall be the duty of Broker/Consultant to assure at its own expense that all work is technically sound and in conformance with all applicable federal, state, and local laws, statutes, regulations, ordinances, orders, or other requirements. In addition to all other rights which the County may have, Broker/Consultant shall, at its own expense and without additional compensation, re-perform work to correct or revise any deficiencies, omissions, or errors in the work or the product of the work or which result from Broker/Consultant's failure to perform in accordance with this standard of care. Any approval by the County of any products or services furnished or used by Broker/Consultant shall not in any way relieve Broker/Consultant of the responsibility for professional and technical accuracy and adequacy of its work. County review, approval, or acceptance of, or payment for, any of Broker/Consultant's work under this contract shall not operate as a waiver of any of the County's rights or causes of action under this Contract, and Broker/Consultant shall be and remain liable in accordance with the terms of the Contract and applicable law.

Broker/Consultant shall furnish competent and skilled personnel to perform the work under this Contract. The County reserves the right to approve key personnel assigned by Broker/Consultant to perform work under this Contract. Approved key personnel shall not be taken off of the project by Broker/Consultant without the prior written approval of the County, except in the event of termination of employment. Broker/Consultant shall, if requested to do so by the County, remove from the job any personnel whom the County determines to be incompetent, dishonest, or uncooperative.

4. County Representative.

The County may designate a County representative for this Contract. If designated, all notices, project materials, requests by Broker/Consultant, invoice forms, and progress reports, and any other communication about the Contract shall be addressed or be delivered to the County Representative.

5. Changes to Scope of Work.

The County may, at any time, by written order, make changes to the general scope, character, or cost of this Contract and in the services or work to be performed, either increasing or decreasing the scope, character, or cost of Broker/Consultant's performance under the Contract. Broker/Consultant shall provide to the County within ten (10) calendar days, a written proposal for accomplishing the change. The proposal for a change shall provide enough detail, including personnel hours for each sub-task and cost breakdowns of tasks, for the County to be able to adequately analyze the proposal. The County will then determine in writing if Broker/Consultant should proceed with any or all of the proposed change. If the change causes an increase or a decrease in Broker/Consultant's cost or time required for performance of the Contract as a whole, an equitable adjustment shall be made and the Contract accordingly modified in writing. Any claim of Broker/Consultant for adjustment under this clause shall be asserted in writing within thirty (30) days of the date the County notified Broker/Consultant of the change.

When changes are requested by Broker/Consultant, Broker/Consultant shall, before any work commences, estimate the effect of the proposed changes on the cost of the Contract and on the work schedule and notify the County in writing of the estimate. The proposal for a change shall provide enough detail, including personnel hours for each sub-task and cost breakdowns of tasks, for the County to be able to adequately analyze the proposal. The County will then determine in writing if Broker/Consultant should proceed with any or all of the proposed changes.

Except as provided in this paragraph, no change shall be implemented by Broker/Consultant unless the change is approved by the County in writing. Unless otherwise agreed to in writing, the provisions of this Contract shall apply to all changes. Any change undertaken without prior County approval shall not be compensated and is, at the County's election, sufficient reason for Contract termination.

6. County Cooperation.

The County agrees that its personnel will cooperate with Broker/Consultant in the performance of its work under this Contract and that such personnel will be available to Broker/Consultant for

consultation at reasonable times and after being given sufficient advance notice that will prevent conflict with the other responsibilities of County personnel. The County also agrees to provide Broker/Consultant with access to County records in a reasonable time and manner and to schedule items which require action by the Board of County Commissioners or their designee in a timely manner. The County and Broker/Consultant also agree to attend all meetings called by the County or Broker/Consultant to discuss the work under the Contract, and that Broker/Consultant may elect to conduct and record such meetings and shall later distribute prepared minutes of the meeting to the County.

7. Discovery of Conflicts, Errors, Omissions, Ambiguities, or Discrepancies.

Broker/Consultant warrants that it has examined all Contract documents, has brought all conflicts, errors, discrepancies, and ambiguities to the attention of the County in writing, and has concluded that the County's resolution of each matter is satisfactory to Broker/Consultant. All future questions Broker/Consultant may have concerning interpretation or clarification of this Contract shall be submitted in writing to the County within ten (10) calendar days of their arising. The writing shall state clearly and in full detail the basis for Broker/Consultant's question or position. The County representative shall render a decision within fifteen (15) calendar days. The County's decision on the matter is final and accepted by Broker/Consultant as final. Any work affected by a conflict, error, omission, or discrepancy which has been performed by Broker/Consultant prior to having received the County's resolution shall be at Broker/Consultant's risk and expense. At all times, Broker/Consultant shall carry on the work under this Contract and maintain and complete work in accordance with the requirements of the Contract or determination of the County. Broker/Consultant is responsible for requesting clarification or interpretation and is solely liable for any cost or expense arising from its failure to do so.

8. Construction and Interpretation of Contract.

This contract shall be construed and interpreted according to the laws of the State of Nevada and shall not be construed against or in favor of any Party.

9. Dispute Resolution.

Any dispute not within the scope of ¶ 7 shall be resolved under this paragraph ¶ 9. Either Party shall provide to the other Party, in writing and with full documentation to verify and substantiate its position, a statement concerning the dispute. No dispute shall be considered submitted and no dispute shall be valid under this provision unless and until the submitting Party has delivered the written statement of its position and full documentation to the other Party. The Parties shall then attempt to resolve the dispute through good faith efforts and negotiation between the County Representative and a Broker/Consultant representative. At all times, Broker/Consultant shall carry on the work under this Contract and maintain and complete work in accordance with the requirements of the Contract or determination or direction of the County. If the dispute is not resolved within thirty (30) days, either Party may request that the dispute be submitted to the County Manager for final resolution. The decision of the County Manager shall be final and binding on the Parties. If either Party is dissatisfied with the decision of the County Manager, that Party may immediately terminate the Contract under this

paragraph, with Broker/Consultant being entitled to compensation for work actually and satisfactorily performed up to the time of the termination and the County being entitled to all Contract materials in accordance with ¶ 17 and compensation for any additional damages or expenses incurred in completing the work under the Contract, including, without limitation, the costs of securing the services of other independent contractors.

10. Termination of Contract.

Either party may terminate this Agreement upon thirty (30) days written notice to the other party. Upon receipt of notice of termination, abandonment, or suspension, without cause Broker/Consultant shall immediately discontinue work on the date and to the extent specified in the notice. In the event of a termination of the Contract, Broker/Consultant shall receive all amounts due and not previously paid to Broker/Consultant for work satisfactorily completed in accordance with the Contract prior to the date of the notice and compensation for work thereafter completed as specified in the notice. No amount shall be allowed or paid for anticipated profit or costs on unperformed services or other unperformed work. Upon termination of the contract, the County may take over the work and prosecute it to completion by agreement with another party or otherwise. Neither Party shall be considered in default of the performance of its obligations hereunder to the extent that performance of such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such Party. Delays arising from the actions or inactions of one or more of Broker/Consultant's principals, officers, employees, agents, subcontractors, consultants, vendors, or suppliers are expressly recognized to be within Broker/Consultant's control.

11. No Damages for Delay.

Apart from a written extension of time, no payment, compensation, or adjustment of any kind shall be made to Broker/Consultant for damages because of hindrances or delays in the progress of the work from any cause, and Broker/Consultant agrees to accept in full satisfaction of such hindrances and delays any extension of time which the County may provide.

12. Insurance.

Broker/Consultant shall carry and maintain in effect during the performance of services under this Contract worker's compensation and employer's liability insurance covering the Broker/Consultant's employees in accordance with statutory requirements, professional liability insurance, general liability insurance, and such other insurance coverage normally carried by Broker/Consultant insuring against the injury, loss, or damage to persons and property caused by Broker/Consultant's activities. Any additional insurance as may be required shall be as set forth below. Broker/Consultant shall maintain in effect at all times during the performance under this Contract all specified insurance coverage with insurers and forms of policy satisfactory to the County, acceptance of which shall not be unreasonably withheld. None of the requirements as to types, limits, and approval of insurance coverage to be maintained by Broker/Consultant are intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Broker/Consultant under the Contract. Unless specifically set forth below, the County shall not maintain any insurance on behalf of Broker/Consultant.

Broker/Consultant will provide the County with certificates of insurance for coverage as listed below and endorsements affecting coverage required by the contract within ten (10) calendar days after the notice to proceed is issued by the County. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer and who is licensed by the State of Nevada.

A. Each insurance company's rating as shown in the latest Best's Key rating guide shall be fully disclosed and entered on the required certificate of insurance. The adequacy of the insurance supplied by Broker/Consultant, including the rating and financial health of each insurance company providing coverage, is subject to the approval of the County.

B. Broker/Consultant's insurance policies shall provide coverage for Broker/Consultant's contractual liability to the County. The parties further agree that Broker/Consultant or its insurance carrier shall provide the County with thirty (30) days advance notice of cancellation of the policies.

C. All deductibles and self-insured retentions shall be fully disclosed in the certificates of insurance.

D. Broker/Consultant shall obtain and maintain, for the duration of this contract, general liability insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work under this contract by Broker/Consultant or its agents, representatives, or employees. No separate payment shall be made by the County for the cost of such insurance.

E. General liability coverage shall be on a "per occurrence" basis only and not "claims made." The coverage must be provided either on a Commercial General Liability Form A or a Broad Form Comprehensive General Liability form. The parties agree that no exceptions will be permitted to the coverage provided in such forms. Policies must include, but need not be limited to, coverage for bodily injury, personal injury, broad form property damage, premises operations, severability of interest, products and completed operations, contractual and independent contractors. Broker/Consultant shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury (including death), personal injury, and property damages.

F. Broker/Consultant shall obtain and maintain professional liability coverage in a form acceptable to the County in an amount of \$500,000 per claim, \$500,000 annual aggregate. If Broker/Consultant's retention or deductible is greater than \$25,000, Broker/Consultant shall demonstrate to the County's satisfaction, upon the request of the County Broker/Consultant's ability to fund the retention or deductible.

G. If Broker/Consultant fails to maintain any of the required insurance coverage, then the County will have the option to declare Broker/Consultant in breach and terminate the Contract, or the County may purchase replacement insurance or pay the premiums that are due on existing policies in order that the required coverage is maintained. Broker/Consultant is responsible for any payments made by the County to obtain or maintain such insurance, and the

County may collect the same from Broker/Consultant or deduct the amount paid from any sums due Broker/Consultant under this Contract.

H. The specified insurance requirements do not relieve Broker/Consultant of its responsibility or limit the amount of its liability to the County or other persons, and Broker/Consultant is encouraged to purchase such additional insurance as it deems necessary.

13. Fiscal Contingency.

All payments under this Contract are contingent upon the availability to the County of the necessary funds. In accordance with NRS 354.626, NRS 244.320, and any other applicable provision of law, the financial obligations under this Contract between the parties shall not exceed those monies appropriated and approved by the County for this Contract for the then current fiscal year under the Local Government Budget Act. This Contract shall terminate and the County's obligations under it shall be extinguished at the end of any fiscal year in which the County fails to appropriate monies for the ensuing fiscal year sufficient for the performance of this Contract.

Nothing in this Contract shall be construed to provide Broker/Consultant with a right of payment from any other entity. Any funds obligated by the County under this Contract that are not paid to Broker/Consultant shall automatically revert to the County's discretionary control upon the completion, termination, or cancellation of the Contract. The County shall not have any obligation to re-award or to provide, in any manner, the unexpended funds to Broker/Consultant. Broker/Consultant shall have no claim of any sort to the unexpended funds.

14. Compliance with Applicable Laws.

Broker/Consultant, at all times, shall fully and completely comply with all applicable local, state and federal laws, statutes, regulations, ordinances, orders, or requirements of any sort in carrying out the obligations of this Contract, including, but not limited to, all federal, state, and local accounting procedures and requirements, all immigration and naturalization laws, and the Americans With Disabilities Act. Broker/Consultant shall, throughout the period services are to be performed under this Contract, monitor for any changes to the applicable laws, statutes, regulations, ordinances, orders, or requirements, shall promptly notify the County in writing of any changes to the same relating to or affecting this Contract, and shall submit detailed documentation of any effect of the change in terms of both time and cost of performing the Contract.

15. Assignment, Transfer, Delegation, or Subcontracting.

Broker/Consultant shall not assign, transfer, delegate, or subcontract any rights, obligations, or duties under this Contract without the prior written consent of the County. Any such assignment, transfer, delegation, or subcontracting without the prior written consent of the County is void. Any consent of the County to any assignment, transfer, delegation, or subcontracting shall only apply to the incidents expressed and provided for in the written consent and shall not be deemed to be a consent to any subsequent assignment, transfer, delegation, or subcontracting. Any such assignment, transfer, delegation, or subcontract shall require compliance with or shall incorporate all terms and conditions

set forth in this Contract, including all incorporated Exhibits and written amendments or modifications. Subject to the foregoing provisions, the Contract inures to the benefit of, and is binding upon, the approved successors and assigns of the Parties.

16. County Inspection of Contract Materials.

The books, records, documents and accounting procedures and practices of Broker/Consultant related to this Contract shall be subject to inspection, examination and audit by the County, including, but not limited to, the contracting agency, the County Manager, the District Attorney, and, if applicable, the Comptroller General of the United States, or any authorized representative of those entities.

17. Confidentiality and Disposition of Contract Materials.

Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Contract. Any books, reports, studies, photographs, negatives or other documents, data, drawings or other materials, including but not limited to those contained in media of any sort (e.g., electronic, magnetic, digital) prepared by, or supplied to, Broker/Consultant in the performance of its obligations under this Contract shall be the exclusive property of the County and all such materials shall be remitted and delivered, at Broker/Consultant's expense, by Broker/Consultant to the County upon completion, termination, or cancellation of this contract. Alternatively, if the County provides its written approval to Broker/Consultant, any books, reports, studies, photographs, negatives or other documents, data, drawings or other materials including but not limited to those contained in media of any sort (e.g., electronic, magnetic, digital) prepared by or supplied to Broker/Consultant in the performance of its obligations under this Contract must be retained by Broker/Consultant for a minimum of four years after final payment is made and all other pending matters are closed. If, at any time during the retention period, the County, in writing, requests any or all of the materials, then Broker/Consultant shall promptly remit and deliver the materials, at Broker/Consultant's expense, to the County. Broker/Consultant shall not use, willingly allow or cause to have such materials used for any purpose other than the performance of Broker/Consultant's obligations under this Contract without the prior written consent of the County.

18. Public Records Law, Copyrights, and Patents.

Broker/Consultant expressly agrees that all documents ever submitted, filed, or deposited with the County by Broker/Consultant (including those remitted to the County by Broker/Consultant pursuant to ¶ 17), unless designated as confidential by a specific statute of the State of Nevada, shall be treated as public records pursuant to NRS chapter 239 and shall be available for inspection and copying by any person, as defined in NRS 0.039, or any governmental entity.

19. Indemnification.

Regardless of the coverage provided by any insurance, Broker/Consultant agrees to indemnify and save and hold the County, and its agents and employees harmless from any and all claims, causes of action or liability arising from the performance of this Contract by Broker/Consultant, Broker/Consultant's agents or employees. Broker/Consultant hereby indemnifies and shall defend and hold harmless the County, its officials, employees, and authorized representatives and their employees from and against any and all suits, actions, legal or administrative proceedings, arbitrations, claims, demands, damages, liabilities, interest, attorney's fees, costs and expenses of whatever kind or nature, including those arising out of injury to or death of Broker/Consultant's employees, whether arising before or after completion of the work under this Contract and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part by reason of any negligent act, omission, or fault or willful misconduct, whether active or passive, of Broker/Consultant or of anyone acting under its direction or control or on its behalf in connection with or incidental to the performance of this Contract. Broker/Consultant's indemnity, defense, and hold harmless obligations, or portions or applications thereof, shall not apply in the event of the sole negligence of the County, its officials, employees, agents, authorized representatives, or any of their employees or agents. The County agrees to save and hold harmless and fully indemnify Broker/Consultant and its officers, employees and agents from and against any and all claims, defense costs, proceedings, actions, liability and damages, including consequential damages, of any nature (collectively "Damages") arising from the act or failure to act (negligent or otherwise) of the County or its officers, employees, and agents.

20. Taxes.

Broker/Consultant shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work performed under the Contract and make any and all payroll deductions required by law. The Contract sum and agreed variations to it shall include all taxes imposed by law. Broker/Consultant hereby indemnifies and holds harmless the County from any liability on account of any and all such taxes, levies, duties, assessments, and deductions.

21. Non-Waiver of Terms and Conditions.

None of the terms and conditions of this contract shall be considered waived by the County. There shall be no waiver of any past or future default, breach, or modification of any of the terms and conditions of the Contract unless expressly stipulated to by the County in a written waiver.

22. Rights and Remedies.

The duties and obligations imposed by the Contract and the rights and remedies available under the contract shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.

23. Prohibited Interests.

Broker/Consultant shall not allow any officer or employee of the County to have any indirect or direct interest in this Contract or the proceeds of this Contract. Broker/Consultant warrants that no officer or employee of the County has any direct or indirect interest, whether contractual, noncontractual, financial or otherwise, in this Contract or in the business of Broker/Consultant. If any such interest comes to the attention of Broker/Consultant at any time, a full and complete disclosure of

the interest shall be immediately made in writing to the County. Broker/Consultant also warrants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. Broker/Consultant further warrants that no person having such an interest shall be employed in the performance of this Contract. If County determines that a conflict exists and was not disclosed to the County, it may terminate the Contract with or without cause in accordance with ¶ 10.

In the event Broker/Consultant (or any of its officers, partners, principals, or employees acting with its authority) is convicted of a crime involving a public official arising out or in connection with the procurement of work to be done or payments to be made under this Contract, County may terminate the Contract with or without cause in accordance with ¶ 10. Upon termination, Broker/Consultant shall refund to the County any profits realized under this Contract, and Broker/Consultant shall be liable to the County for any costs incurred by the County in completing the work described in this contract. At the discretion of the County, these sanctions shall also be applicable to any such conviction obtained after the expiration or completion of the Contract.

Broker/Consultant warrants that no gratuities (including, but not limited to, entertainment or gifts) were offered or given by Broker/Consultant to any officer or employee of the County with a view toward securing a contract or securing favorable treatment with respect to the awarding, amending, or making any determinations with respect to the performance of this Contract. If the County determines that such gratuities were or offered or given, it may terminate the Contract at will or for cause in accordance with ¶ 10.

The rights and remedies of this section shall in no way be considered for be construed as a waiver of any other rights or remedies available to the County under this Contract or at law.

24. Third Party Interests and Liabilities.

The County and Broker/Consultant, including any of their respective agents or employees, shall not be liable to third parties for any act or omission of the other Party. This Contract is not intended to create any rights, powers, or interest in any third party and this agreement is entered into for the exclusive benefit of the County and Broker/Consultant.

25. Survival of Rights and Obligations.

The rights and obligations of the Parties which by their nature survive termination or completion of this Contract shall remain in full force and effect.

26. Severability.

In the event that any provision of this Contract is rendered invalid or unenforceable by any valid act of Congress, the Nevada Legislature, or any court of competent jurisdiction, or is found to be in violation of state statutes or regulations, the invalidity or unenforceability of any particular provision of this Contract shall not affect any other provision, the Contract shall be construed as if such invalid or unenforceable provisions were omitted, and the parties may renegotiate the invalid or unenforceable provisions for sole purpose of rectifying the invalidity or unenforceability.

27. Modification of Contract and Entire Agreement.

This Contract constitutes the entire understanding and agreement between the County and Broker/Consultant. The Parties shall not be bound by or be liable for any statement, representation, promise, inducement, or understanding of any kind or nature not set forth in this Contract. No changes, amendments, or modifications of any terms or conditions of the Contract shall be valid unless reduced to writing and signed by both Parties.

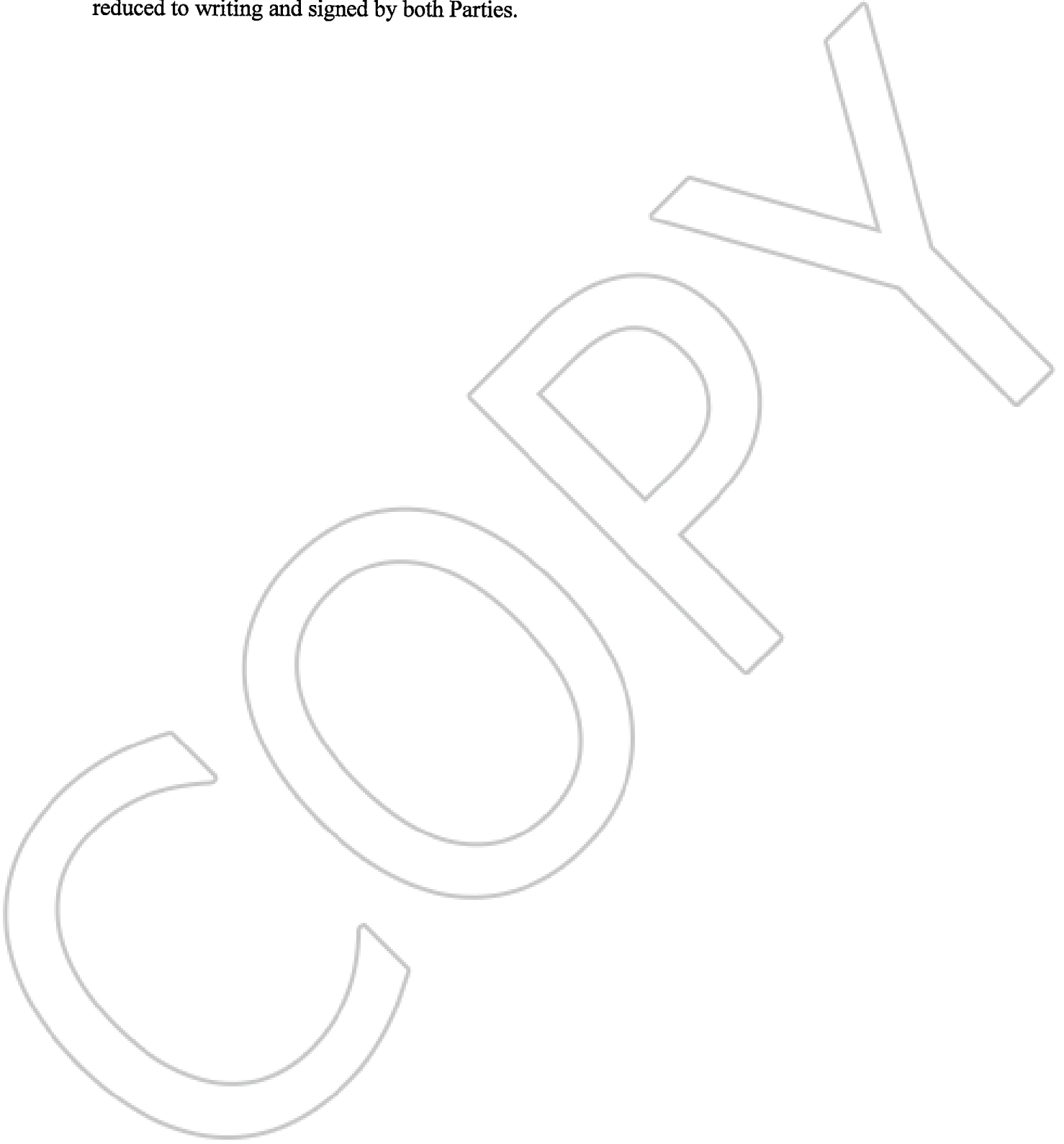


EXHIBIT B

SCOPE OF WORK

1. SERVICES TO BE PROVIDED BY BROKER/CONSULTANT

- a. Broker/Consultant shall act in a professional capacity to assist the County. Broker/Consultant's work shall conform to all applicable statutes, laws, regulations and professional standards for such work.
- b. Broker/Consultant shall perform a full range of on-going Broker/Consultant and advisory services related to the administration, maintenance and improvement of County's group insurance benefit packages. In addition, the Broker/Consultant will be responsible to review, analyze and present materials relating to alternate or additional benefit packages which may be cost beneficial to County, Management and Employees. The on-going services provided by the Broker/Consultant shall include, but not be limited to:
 - i. Assisting the County with the development of long-range employee benefit goals and strategies.
 - ii. Assisting the County in administering group insurance plans, settling disputes and other issues with carriers, analyzing the effectiveness of programs and offering creative solutions to problems.
 - iii. Monitoring ongoing contracts, including plan administration, provider compliance with contracts, booklets and employee education materials.
 - iv. Responding promptly and accurately to questions from County representatives and employees.
 - v. Assisting the County in complying with applicable laws, regulations and contract requirements; advising our staff of changes in the laws and recommending solutions. Consulting on related issues such as IRS §125 and associated discrimination testing, COBRA, Health Insurance Portability and Accountability Act (HIPAA), Nevada Revised Statutes, NAC, Medicare, Family and Medical Leave Act (FMLA), and other applicable federal and state laws.
 - vi. Reviewing and analyzing census and claims experience data, claims service, and the efficiency and accuracy of claims administration to ensure that the County is receiving optimum service and benefit from all carriers and vendors.
 - vii. Determining and recommending economical and efficient funding methods for benefit programs.
 - viii. Apprising the County of local and national benefit trends and innovative ideas and recommending new products, programs and services to ensure a competitive benefits program.
 - ix. Providing an annual review and summary of employee benefits including analysis of the quality of benefits provided, cost effectiveness, competitiveness, and benefits utilization, plus providing recommendations for improvements or modifications.
 - x. Meeting with and providing reports and updates to County representatives and/or employee groups as needed and information is available. Provide estimates of renewal rates to assist the County in forecasting and budgeting.
 - xi. Coordinating with County representatives on labor relations and employee negotiations related to group insurance and benefits programs.
 - xii. Representing the County in all negotiations with providers on all issues, including those related to premiums, service, benefit levels, plan design, special terms and conditions. Negotiating all changes and additions to contracts.
 - xiii. Soliciting bids from insurance markets, negotiating and supplying the County with original documents from all bids received. Evaluating bids and bidders,

- including claims procedures, abilities, experience and history, service, reserve establishment guidelines, financial policies and stability, and identifying the most beneficial package for the County's needs.
- xiv. Assisting the County with the creation and implementation of communication materials (pamphlets, brochures, presentations, etc.) for new or changed programs, including materials for Open Enrollment and Health Fairs. Attend Open Enrollment meetings and Health Fairs as requested, and provide enrollment support as needed.
 - xv. Identifying, investigating, analyzing and implementing efficiency measures such as employer partnerships, electronic benefits administration, and/or other concepts that have the effect of reducing the cost associated with employee benefit programs without reducing services to employees.
- c. Broker/Consultant shall furnish such services primarily through its representative, Kevin Monaghan, but shall utilize any and all of its personnel who are necessary and appropriate to the performance of the services to be performed hereunder.

2. COVERAGES & BENEFITS TO BE COVERED BY THIS AGREEMENT

The services detailed in Section 2 of this agreement apply to the following lines of coverage or benefits. Please note these services apply to the lines of coverage or benefits and not the carrier or vendor, so any change of carrier or vendor would not affect or change the scope of services.

- a. Group Medical Coverage
- b. Group Dental Coverage
- c. Group Vision Coverage
- d. Group Life and AD&D Coverage
- e. IRS Section 125 Premium Only Plan (If Applicable)
- f. Other County Benefits Policies As Applicable

3. ASSISTANCE BY COUNTY

Subject to other provisions of this Agreement, the County shall:

- a. Assist Broker/Consultant by providing them with any and all information within its possession or control which may be helpful to them in the performance of the services to be provided hereunder.
- b. Provide the necessary place within County facilities for meetings between Broker/Consultant and County representatives and County employees as needed.
- c. The County will refrain from using the Broker/Consultant as a complete benefits out-sourcing service for employee benefit administrative obligations. The County will maintain a prudent level of staffing and resources to continue reasonable self-reliance.

Douglas County

State of Nevada

CERTIFIED COPY

I certify that the document to which this certificate is attached is a full and correct copy of the original record on file in the Clerk/Treasurer's Office on this

14th day of Nov, 2016

By [Signature] Deputy