

Recorder's Office Cover Sheet

Recording Requested By:

Name: Megan Everett

Department: Human Resources



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KAREN ELLISON, RECORDER

Type of Document: (please select one)

- Agreement
- Contract
- Grant
- Change Order
- Easement
- Other

specify: _____

CONTRACT FOR SERVICES BY AN INDEPENDENT CONTRACTOR

A CONTRACT BETWEEN DOUGLAS COUNTY
P.O. Box 218
MINDEN, NV 89423

FILED

NO. 2021.149

AND

9/7/21
DATE

OLIVER WYMAN
Actuarial Consulting, Inc.
48 SOUTH SERVICE ROAD, SUITE 310,
MELVILLE, NY 11747-2335

DOUGLAS COUNTY CLERK
MINDEN, NV

BY MA DEPUTY

This Contract for Services by an Independent Contractor (hereafter "Contract") is entered into by and between Douglas County, a political subdivision of the State of Nevada, (hereafter "County") through the Douglas County Manager and Oliver Wyman Actuarial Consulting, Inc., Nevada Business ID 20181117402 (hereafter "Contractor"). The County and Contractor 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 Contractor herein specified are both necessary and desirable and in the best interests of Douglas County; and

WHEREAS, Contractor represents that the company is duly qualified, equipped, staffed, ready, willing and able to perform and render the professional services hereinafter described;

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

1. EFFECTIVE DATE OF CONTRACT. The Contract will become effective on the later date it is approved and signed by authorized representatives of the Parties and shall continue until December 31, 2021, unless terminated as set forth herein or services have been fully completed. Time is of the essence for performance of the professional services described herein.

2. INDEPENDENT CONTRACTOR STATUS. The parties agree that Contractor shall have the status of an independent contractor and that this contract, by explicit agreement of the parties, incorporates and applies the provisions of NRS 333.700 et. al., as necessarily adapted, to the parties, including that Contractor is not a County employee and that

There shall be no:

- (1) Withholding of income taxes by the County;
- (2) Industrial insurance coverage provided by the County;
- (3) Participation in group insurance plans which may be available to employees of the County;
- (4) Participation or contributions by either the independent contractor or the County to the public employee's retirement system;
- (5) Accumulation of vacation leave or sick leave;
- (6) Unemployment compensation coverage provided by the County if the requirements of NRS 612.085 for independent contractors are met.

3. INDUSTRIAL INSURANCE. Contractor 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. Contractor also agrees, prior to commencing any work under the contract, to complete and to provide the following written request to a qualified insurer:

Oliver Wyman has entered into a contract with Douglas County to perform work from July 15, 2021 to December 31, 2021, and requests that the insurer provide to Douglas County 1) a certificate of coverage issued pursuant to NRS 616B.627 and 2) notice of any lapse in coverage that the contractor is required to maintain. The certificate and notice should be mailed to:

Douglas County Manager
Post Office Box 218
Minden, Nevada 89423

Contractor agrees to maintain required workers compensation coverage throughout the entire term of the contract. If contractor does not maintain coverage throughout the entire term of the contract, contractor agrees that County may, at any time the coverage is not maintained by contractor, order the contractor to stop work, suspend the contract, or terminate the contract at the sole discretion of the County.

4. SERVICES TO BE PERFORMED. The parties agree that the services to be performed are as follows: Contractor, Oliver Wyman Actuarial Consulting, Inc., will perform and provide two separate actuarial studies for the County, a Presumptive Benefit Study and a Standard Workers Compensation Study (excluding Presumptive Benefits) as of June 30, 2021, as further described and set forth in Exhibit "A" Oliver Wyman's Proposed Engagement Letter dated July 13, 2021, ("Proposal") attached and incorporated herein. For purposes of clarification, the Oliver Wyman Actuarial Consulting Standard Terms and Conditions ("Ts&Cs") attached to the Proposal, excluding the "Governing Law" paragraph of the Ts&Cs are also incorporated herein as applicable to the extent they do not conflict with language in this Contract. The language of this Contract is controlling as to any conflict or interpretation of the Ts&Cs.

5. PAYMENT FOR SERVICES. Contractor agrees to provide the services set forth in Paragraph (4) at a cost not to exceed a total cost of \$27,000.00. Unless Contractor has received a written exemption from the County, Contractor shall submit monthly requests for payment for services performed under this Contract. Requests for payment shall be submitted no later than fifteen (15) days after the end of a month and must include a detailed summary of the expenditures reported in a form that supports the approved budget. Specifically, Contractor agrees to provide with each request for payment a schedule of actual expenditures for the period, cumulative total expenditures for the entire contract, and a comparison of cumulative total expenditures to the approved budget.

6. TERMINATION OF CONTRACT. This contract may be revoked without cause by either party prior to the date set forth in paragraph (2), provided that a revocation shall not be effective until 30 days after a party has served written notice upon the other party.

7. CONSTRUCTION OF CONTRACT. This contract shall be construed and interpreted according to the laws of the State of Nevada.

8. COMPLIANCE WITH APPLICABLE LAWS. Contractor shall fully and completely comply with all applicable local, state and federal laws, regulations, 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 and all immigration and naturalization laws.

9. ASSIGNMENT. Contractor shall neither assign, transfer nor delegate any rights, obligations or duties under this contract without the prior written consent of the County.

10. COUNTY INSPECTION. The books, records, documents and accounting procedures and practices of Contractor 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.

11. DISPOSITION OF CONTRACT MATERIALS. . Any books, reports, studies, photographs, negatives or other documents, data, drawings or other materials prepared by or supplied to Contractor in the performance of its obligations under the Contract (the "Materials") will be the exclusive property of the County and all such materials will be remitted and delivered, at Contractor's expense, to the County by Contractor upon the completion, termination or cancellation of the contract. Alternatively, if the County provides its written approval to Contractor, the Materials must be retained by Contractor for a minimum of six years after Contractor's receipt of the final payment from County 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 Contractor will promptly remit and deliver the materials, at Contractor's expense, to the County. Unless the County has requested the remittance and delivery by Contractor of the Materials, Contractor will not use, willingly allow or cause to have such Materials used for any purpose other than the performance of Contractor's obligations under the terms of the Contract without the prior written consent of the County.

12. PUBLIC RECORDS LAW. Contractor expressly agrees that all documents ever submitted, filed, or deposited with the County by Contractor, unless designated as confidential by a specific statute of the State of Nevada, shall be treated as public records pursuant to Nevada Revised Statutes, (NRS) Chapter 239 and shall be available for inspection and copying by any person, as defined in NRS 0.039, or any governmental entity. Contractor expressly and indefinitely waives all of its rights to bring, including but not limited to, by way of complaint, interpleader, intervention, or any third party practice, any claims, demands, suits, actions, judgments, or executions, for damages or any other relief, in any administrative or judicial forum, against the County or any of its officers or employees, in either their official or individual capacity, for violations of or infringement of the copyright laws of the United States or of any other nation.

13. INDEMNIFICATION. Contractor agrees to indemnify and save and hold the County harmless from any and all claims, causes of action or liability brought against or incurred by the County and/or its employees arising from the negligent performance of this contract or the willful misconduct by Contractor or Contractor's agents or employees.

14. MODIFICATION OF CONTRACT. This Contract constitutes the entire Contract between the parties and may only be modified by a written amendment signed by the parties and approved by the Douglas County Manager.

15. AUTHORITY. The Parties represent and warrant that they have the authority to enter into this agreement.

16. STANDARD OF CARE. Contractor will perform all services in a manner consistent with any applicable licensing or professional rules and with that level of care and skill ordinarily exercised by other members of Contractor's profession currently practicing in the same locality under similar conditions.

17. WAIVER OF LIEN. Contractor understands and agrees that the services it will render to the County are not intended for the improvement of real property or to otherwise grant any rights to Contractor pursuant to NRS chapter 108.

18. THIRD PARTY BENEFICIARY. Nothing contained in this Agreement is intended to convey any rights or to create a contractual relationship with any third party or to otherwise allow a third party to assert a cause of action against either Contractor or County.

19. NOTICES. All notices, requests, demands and other communications hereunder must be in writing and will be deemed delivered when sent via certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

To County: Douglas County
Attn: Human Resources Director
Post Office Box 218
Minden, Nevada 89423
Telephone: (775) 782-6201

To Contractor: Oliver Wyman
Attn: Jill Labbadia, FCAS, MAAA, FCA
Post Office Box 10379
Zephyr Cove, Nevada 89448
Telephone: (613) 577-0546

20. CONFIDENTIALITY. This Agreement contemplates that Contractor will have confidential information made known to him which is not known to the general public. Contractor is under a duty to retain confidential information disclosed by the County or employees subject only to disclosure as authorized by the client or by court order, court rule or state or federal law.

21. PROFESSIONAL LIABILITY INSURANCE. Contractor agrees to maintain professional liability insurance in an amount of not less than one million dollars (\$1,000,000). A copy of Contractor's professional liability coverage shall be provided to the County upon Contractor signing this Agreement.

22. BOYCOTT. Contractor certifies that it is not engaged in a boycott of Israel, as defined in Senate Bill 26 of the 79th Session of the Nevada Legislature as incorporated into NRS Chapter 332. Independent Contractor further agrees and certifies that it will not engage in such a boycott of Israel for the duration of this Agreement.

23. CONFLICT OF INTEREST. By signing the Contract, Contractor agrees that any information obtained from Douglas County, in whatever form, will not be divulged to other competing interests without the permission of the County Manager. In the event of a breach of this provision, Douglas County may immediately withdraw, without penalty or any payment, from the Contract. Contractor must notify Douglas County of any other contracts or projects Contractor is working on that may impact Douglas County.

24. RECITALS. The Recitals are hereby incorporated into this Agreement.

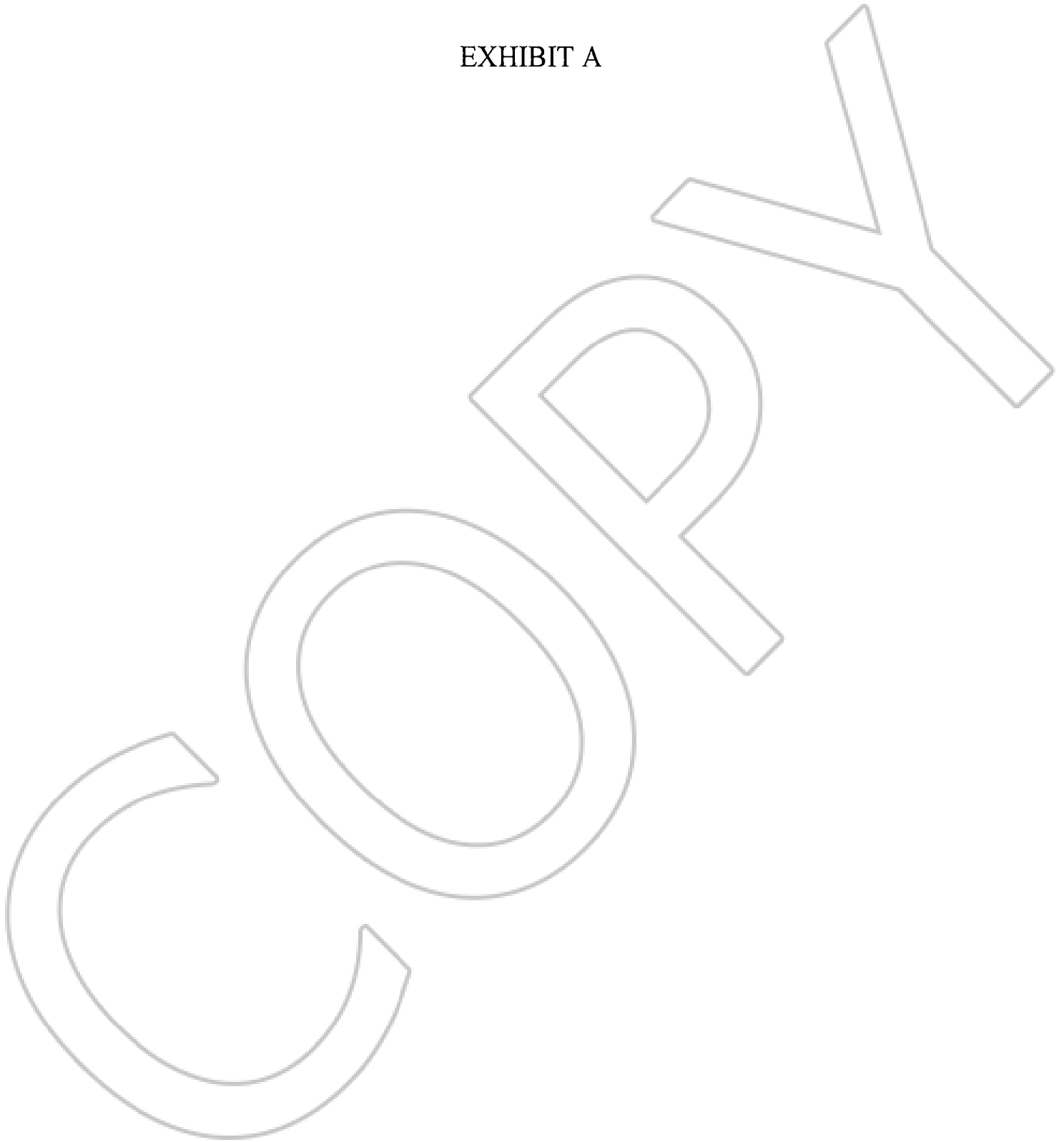
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement for professional services between Oliver Wyman Actuarial Consulting, Inc., and Douglas County to be signed and intend to be legally bound thereby.

Oliver Wyman Actuarial Consulting, Inc.

Jill Labbadia 8/9/2021
Jill Labbadia, Principal (Date)
Contractor

Douglas County
Patrick Cates 8/18/21
County Manager, Patrick Cates (Date)

EXHIBIT A





Jill A. Labbadia, FCAS, MAAA, FCA
Principal
Oliver Wyman
48 South Service Road, Suite 310
Melville, NY 11747-2335
631-577-0546
jill.labbadia@oliverwyman.com

July 13, 2021

Ms. Wendy Lang
Human Resource Manager
Douglas County
1616 8th Street
Minden, NV 89423

Subject: Engagement Letter

Dear Ms. Lang:

Thank you for the opportunity to work with Douglas County ("you"). The objective of this letter of agreement is to confirm the scope of the work and set forth the terms of this engagement.

Scope of Services

Oliver Wyman Actuarial Consulting, Inc. ("Oliver Wyman") will perform the following services (the "Services"):

Presumptive Benefit Study

1. Provide an actuarial estimate of the unpaid cost of indemnity (wage replacement) benefits, medical benefits, and allocated loss adjustment expense (ALAE - expenses that may be attributed to individual claims) as of June 30, 2021 for disability of public safety employees who develop heart disease, lung disease, hepatitis or cancer, as per Nevada statutes. The liability is the sum of three components:
 - The unpaid costs due to reported claims for which you are currently paying benefits;
 - The unpaid costs for future claims expected to be reported by your population of terminated public safety employees who meet eligibility requirements for awards under Nevada statutes. This component is commonly referred to as incurred but not reported claims, that is, claims where the date of loss has been established (as the last date worked) but which have not yet been filed/reported to you; and
 - The unpaid cost for future claims expected to be filed by your active workforce. This component represents claims that have not yet occurred in the sense that the date of loss has not yet occurred, given that the employees expected to generate these claims are still active. Oliver Wyman will utilize combined historical data generated by numerous Nevada municipalities to establish expected claim occurrence rates and claim costs.

The estimates above will include provisions for the assembly and senate bills approved in June 2021.

2. Provide item 1 discounted for the time value of money at interest rates provided by you.

3. Provide an analysis of the expected annual payout of claims over the next ten years. This will be done in consultation with you and will include a provision for new entrants.
4. Address a reasonable number of questions raised by your auditor regarding the work provided above.
5. Prepare a report summarizing the results of the study and including a detailed description of methodology.

Standard Workers Compensation Study (excluding Presumptive Benefits)

1. Provide an estimate of unpaid retained losses and ALAE for workers compensation exposures as of June 30, 2021 on an undiscounted basis and on a basis discounted for the time value of money using interest rates specified by you.
2. Provide an analysis of the expected annual payout of claims over the next ten years. This will be done in consultation with you and will include an accrual for new exposures.
3. Address a reasonable number of questions raised by you or your auditor regarding the work provided above.
4. Prepare a report summarizing our findings.

Timeframe

We will begin our work for you as soon as we start to receive data, and, assuming no unforeseen circumstances, will complete the Services within four weeks of receiving all data and a signed engagement letter.

Staffing

Consulting services will be provided out of the Melville, NY office under the direction of Ms. Jill A. Labbadia, FCAS, MAAA, FCA. Ms. Labbadia will have direct responsibility for the completion of the actuarial analysis and will be the primary project contact person, with day to day project management responsibility. Ms. Labbadia will allocate components of this assignment to other members of the Melville office based on staff qualifications and availability. Another credentialed actuary will peer review the study.

Terms and Conditions

This engagement and any other engagement that is mutually agreed between Oliver Wyman and you is subject to Oliver Wyman's Standard Terms and Conditions which are set forth on the attached Exhibit A. Unless you inform us in writing to the contrary within 15 days of your receipt of this letter, if you continue to instruct us on this engagement, the Standard Terms and Conditions which are set forth on the attached Exhibit A will govern Oliver Wyman's work and, together with the terms of this letter, will reflect our full and complete agreement of the terms of our relationship.

Information and Data Required

Presumptive Benefit Study

Please provide the following information in an Excel file with each claimant's data on one line.

Presumptive Benefit Claims Valued as of June 30, 2021

The following data will be required individually by claim, for all claims, open or closed:

- Name
- Date of injury (or date of filing)
- Date of birth
- Date of hire
- Gender
- Date terminated/retired (if applicable)
- Claim type (Permanent Partial, Permanent Total, Medical Only, Other)
- Claim Status (Open/Closed)
- Occupation (Police, Fire)
- Total indemnity paid to date
- Current reserves for indemnity benefits
- Total medical paid to date
- Current reserves for medical benefits
- Total expenses paid to date
- Current reserves for expenses
- If possible, the following would also be helpful:
 - Indemnity payments broken out by calendar year of payment
 - Medical payments broken out by calendar year of payment
 - Expense payments broken out by calendar year of payment

Please provide a full description of all current and historical insurance programs in effect for presumptive benefits claims.

Active Employees as of June 30, 2021

The following data will be required individually by employee, for all active employees:

- Name
- Date of birth
- Gender
- Date of hire
- Occupation (Police, Fire)
- Years of service
- Current annual compensation

Inactive Employees as of June 30, 2021

The following data will be required individually by employee, for all inactive employees:

- Name
- Date of birth
- Gender
- Date of hire
- Date inactive

- Occupation (Police, Fire)
- Annual compensation at retirement
- Years of service
- Retired on Heart/Lung/Hepatitis/Cancer (Yes or No)

Standard Workers Compensation Study (excluding Presumptive Benefits)

The following data is required for this study. Note that this data request encompasses all employees covered by your self-insured workers compensation plan and is not limited to just public safety employees. It should EXCLUDE, however, any heart, lung, hepatitis, and cancer claims filed by public safety employees.

Please provide the following information in an excel file:

1. A loss run for all claims dating back to the inception of the insurance program. All loss information provided should be on an unlimited basis (prior to excess insurance recoveries), but net of third-party recoveries, and should include the following data items:
 - Claimant identifier
 - Date of loss
 - Paid medical loss
 - Paid indemnity loss
 - Paid expense
 - Incurred medical loss
 - Incurred indemnity loss
 - Incurred expense
 - Claim status (Open/Closed)

Please provide the above data valued as of June 30, 2021. Please also provide the above information valued as of:

- December 31, 2020
- December 31, 2019

This information will be used to compile development triangles.

2. Historical payroll information, by policy year, for as many policy years as available. Estimates are acceptable if final payroll is not available.
3. Outline of applicable policy periods, along with any associated per occurrence retentions, aggregate retentions, etc.
4. Number of employees eligible to file claims for post-traumatic stress disorder (PTSD).

Fees and Expenses

We will perform the services as described under the Scope for fixed fees as follows:

- Presumptive Benefit Study: \$14,500
- Standard Workers Compensation Study: \$10,000
- If significant changes are needed due to law changes: \$2,500

If the scope of services or staffing requirements changes, then the professional fees will be adjusted in advance by mutual agreement.

You are responsible for any sales taxes, including those assessed by any sales tax authorities subsequent to your payment for the Services. Payment of Oliver Wyman's invoices is due within thirty days of receipt by you.

Termination

You may terminate this agreement upon five days' prior written notice. In the event of your termination of this agreement you will pay Oliver Wyman all fees earned and expenses incurred by Oliver Wyman through the date of termination. Oliver Wyman may terminate this agreement if you fail to provide the required information and data (as described above) or if you fail to pay our invoices in a timely fashion.

OLIVER WYMAN ACTUARIAL CONSULTING, INC.

by: Jill Labbadia

Name: Jill A. Labbadia
Title: Principal
Date: July 13, 2021

ACCEPTED AND AGREED:

DOUGLAS COUNTY

by: Patrick Cates

Name: Patrick Cates
Title: County Manager
Date: 8/18/21

Appendix A. Terms & Conditions

Confidentiality of Client Information

In the course of providing the Services, Oliver Wyman may be exposed to confidential and proprietary information concerning your businesses (“Confidential Information”). Oliver Wyman will respect the confidential nature of all non-public Confidential Information and will not disclose it to any third parties except as required to process, complete or administer the service for which the data was obtained, or as otherwise authorized by you or required by applicable law. If Oliver Wyman is required by law to disclose any Confidential Information, Oliver Wyman will, to the extent practicable, notify you of the disclosure request and discuss an appropriate response with you.

Responsibility for Accuracy and Completeness of Client Information

The accuracy and usefulness of Oliver Wyman’s advice depends in large measure on the data clients supply. In agreeing to engage Oliver Wyman to provide Services, you agree to provide accurate and complete data relating to the Services. Oliver Wyman will use all information and data supplied by you without having independently verified the same and assumes no responsibility for the accuracy or completeness of such information or data.

You agree that if any data or information supplied to Oliver Wyman is incomplete, inaccurate, not up-to-date or not provided when needed, or if adequate access to appropriate individuals is not provided, then Oliver Wyman will not be responsible for liability or delays arising therefrom and shall be entitled to charge you in respect of the work actually carried out to correct the deficiency.

Personal Information

The following terms and conditions will apply in the event that, as part of the Services, Oliver Wyman will process Personal Information provided by you or on your behalf ("Client PI"). As used herein, "Personal Information" or "PI" means information that identifies or can be used to identify an individual as defined by, and which is subject to protection under, Applicable Privacy Laws. "Applicable Privacy Laws" means the international, federal, state, and local laws relating to data protection or privacy that apply to the use, disclosure, collection, handling, retention or other processing of PI.

- a) Oliver Wyman represents and warrants that it will not (i) sell Client PI; or (ii) retain, use, or disclose Client PI outside of the parties' direct business relationship or for any purpose other than as permitted in this agreement, except as permitted under Applicable Privacy Laws. You agree that Oliver Wyman may process Client PI (i) to perform the Services and exercise its rights under this agreement; (ii) to perform its legal obligations and to establish, exercise or defend legal claims in respect of this agreement; or (iii) as reasonably necessary for the proper management, assessment, improvement, and administration of Oliver Wyman's business and the Services. Oliver Wyman certifies that it understands and will comply with the restrictions in this clause (a).
- b) If Oliver Wyman receives under an Applicable Privacy Law a request from any consumer or other individual to whom Client PI relates (each, a "Data Subject"), Oliver Wyman will advise the Data Subject to submit the request to you, and you will be responsible for responding to such request. Where appropriate based on the nature of Oliver Wyman's processing, Oliver Wyman will provide you with reasonable assistance in complying with your obligations to respond to any such Data Subject request.
- c) Subject to the express terms in this agreement that may allocate responsibility between the parties, Oliver Wyman will comply with Applicable Privacy Laws as they apply to Oliver Wyman and its performance under this agreement.
- d) The parties acknowledge and agree that Oliver Wyman's receipt or collection of Client PI does not constitute part of the consideration exchanged by the parties pursuant to this agreement.
- e) Oliver Wyman may transfer Client PI to its third-party subcontractors only as necessary for Oliver Wyman to meet its obligations under this agreement and will require any such third-party subcontractors to agree to protections for Client PI consistent with those agreed by Oliver Wyman herein.

Notwithstanding anything herein to the contrary, Oliver Wyman may, in accordance with legal, disaster recovery and records retention requirements, store copies of Client PI in an archival format (e.g., tape backups). Such archival copies are subject to the confidentiality obligations as set forth

in this agreement and will be destroyed in accordance with Oliver Wyman's backup and disaster recovery procedures.

Ownership of Oliver Wyman Intellectual Capital

The value of Oliver Wyman's services to its clients is supported by the specialized knowledge and experience developed in client work. Oliver Wyman therefore retains all rights in the intellectual capital developed and possessed by Oliver Wyman prior to or acquired by Oliver Wyman during the performance of the Services ("Oliver Wyman IC"). Oliver Wyman IC will not be deemed "works made for hire" and Oliver Wyman will not be restricted in any way with respect to its use. "Oliver Wyman IC" is understood to include, without limitation, Oliver Wyman's methodologies, ideas, know how, models, tools, skills, knowledge and experience, and any graphic or digitized representations of any of these.

Use of Oliver Wyman Reports and Recommendations

The Services and reports furnished by Oliver Wyman to you may include advice and recommendations; however, all decisions in connection with the implementation of such advice and recommendations shall be made solely by you and shall be your sole responsibility. In situations where the Services involve a financial examination or a rate filing review, reports and advice furnished by Oliver Wyman to you are designed and intended solely for your internal use, provided that you may distribute a copy of the final version of Oliver Wyman's reports to (i) the company that is the subject of the examination or whose rate filing is the subject of Oliver Wyman's review, or (ii) any third party properly requesting such information through a channel established by you or pursuant to applicable freedom of information laws, provided that in the case of freedom of information law requests, you shall first inform Oliver Wyman of such request in writing so that Oliver Wyman may, in its reasonable discretion, contest such request. Oliver Wyman shall have no responsibility for any modifications to, or derivative works based upon, any Oliver Wyman report or other Oliver Wyman deliverable made by you or any third party. You also agree not to refer to Oliver Wyman or attribute any information to Oliver Wyman in the press, for advertising or promotional purposes, or for the purpose of informing or influencing any other party, including the investment community, without Oliver Wyman's prior written consent. Similarly, Oliver Wyman will not refer to you in the press, for advertising or promotional purposes, without your prior written consent, provided that Oliver Wyman may include your name and/or logo in a list of representative clients of Oliver Wyman for general client marketing and employee recruiting purposes.

Scope of Oliver Wyman's Advice and Services

When advising you, Oliver Wyman may from time to time comment on legal issues or draft documents that codify or create legal rights. When doing so, Oliver Wyman's comments and drafts will be based on its understanding of relevant law and industry best practice. However, this advice should not be construed as legal advice, which can only be provided by legal counsel and for which you must seek advice of counsel. In addition, Oliver Wyman's services shall not be construed as accounting or tax advice, which advice can only be provided by an accountant, tax expert, or other similar professional. The information and advice contained in Oliver Wyman's reports and work

product is not intended or written by the Oliver Wyman consultant or actuary to be used, and it cannot be used by you, for the purpose of avoiding tax penalties that may be imposed on you. Oliver Wyman is not acting as a fiduciary for you in connection with the services it provides to you and does not have a fiduciary or other enhanced duty to you.

You acknowledge and agree that Oliver Wyman is entering this agreement on behalf of itself and as agent for each of its non-US affiliates, if any, that may provide services under this agreement, and that Oliver Wyman will bill and collect on behalf of such non-US affiliates amounts payable to them pursuant to this agreement and remit to them any amounts collected on their behalf.

Limit of Liability

In agreeing to work for clients, Oliver Wyman understands that clients may seek to be compensated for damages resulting from the fault of Oliver Wyman. However, Oliver Wyman's fees do not contemplate Oliver Wyman becoming involved in legal proceedings that would expose Oliver Wyman to open-ended liability.

Therefore, in agreeing to engage Oliver Wyman to provide the Services, you agree that Oliver Wyman's liability (whether based on any action or claim in contract, tort or otherwise) to you or your affiliates arising out of or relating to the Services will not exceed one times (1x) the aggregate professional fees paid by you to Oliver Wyman for the Services, excluding any claim for willful misconduct, fraud or infringement of third-party intellectual property rights by Oliver Wyman and any claim for personal injury or death arising out of the negligence or willful misconduct of Oliver Wyman.

In addition, you and Oliver Wyman agree that neither party will be liable to the other in connection with the Services or any matter relating to the Services for any indirect, special, punitive, consequential or incidental damages, or for loss of profits.

The terms and conditions in this "Limit of Liability" provision shall apply to the fullest extent permitted by applicable law.

Non-Exclusivity

It is Oliver Wyman's practice to serve multiple clients within industries, including those with potentially opposing interests. Accordingly, Oliver Wyman may have served, may currently be serving or may in the future serve other companies whose interests may be adverse to yours. In all such situations, Oliver Wyman is committed to maintaining the confidentiality of each client's information and will abide by non-disclosure procedures (such as firewall protocols and other safeguards) to appropriately protect all confidences.

Please also be advised that Oliver Wyman is part of a family of companies, including its parent, Marsh & McLennan Companies, Inc., its sister companies, Marsh, Guy Carpenter and Mercer, and the other Oliver Wyman Group businesses (including Lippincott and NERA Economic Consulting).

Dispute Resolution

If any dispute between you and Oliver Wyman arises out of any matter governed by this agreement, each of us will first attempt in good faith to reach a settlement through negotiation by our appointed representatives.

Force Majeure

Neither party shall have any liability for any failure or delay in performance of its obligations under this agreement because of circumstances beyond its reasonable control, including, without limitation, acts of God, fires, floods, earthquakes, epidemics, public health emergencies, acts of war or terrorism, civil disturbances, sabotage, accidents, unusually severe weather, governmental actions, power failures, computer/network viruses that are not preventable through generally available retail products, catastrophic hardware failures or attacks on its server.

Governing Law

This agreement will be governed by and construed in accordance with the laws of the State of New York. Each party submits to the exclusive jurisdiction of the courts located in the State of New York.

Jury Waiver

Each party, on behalf of itself and its affiliates, to the fullest extent permitted by law, knowingly, voluntarily, and intentionally waives its right to a trial by jury in any action or other legal proceeding arising out of or relating to this agreement or the Services. The foregoing waiver applies to any action or legal proceeding, whether sounding in contract, tort or otherwise. Each party, on behalf of itself and its affiliates, also agrees not to include any employee, officer or director of the other party or its affiliates as a party in any such action or proceeding.

Severability

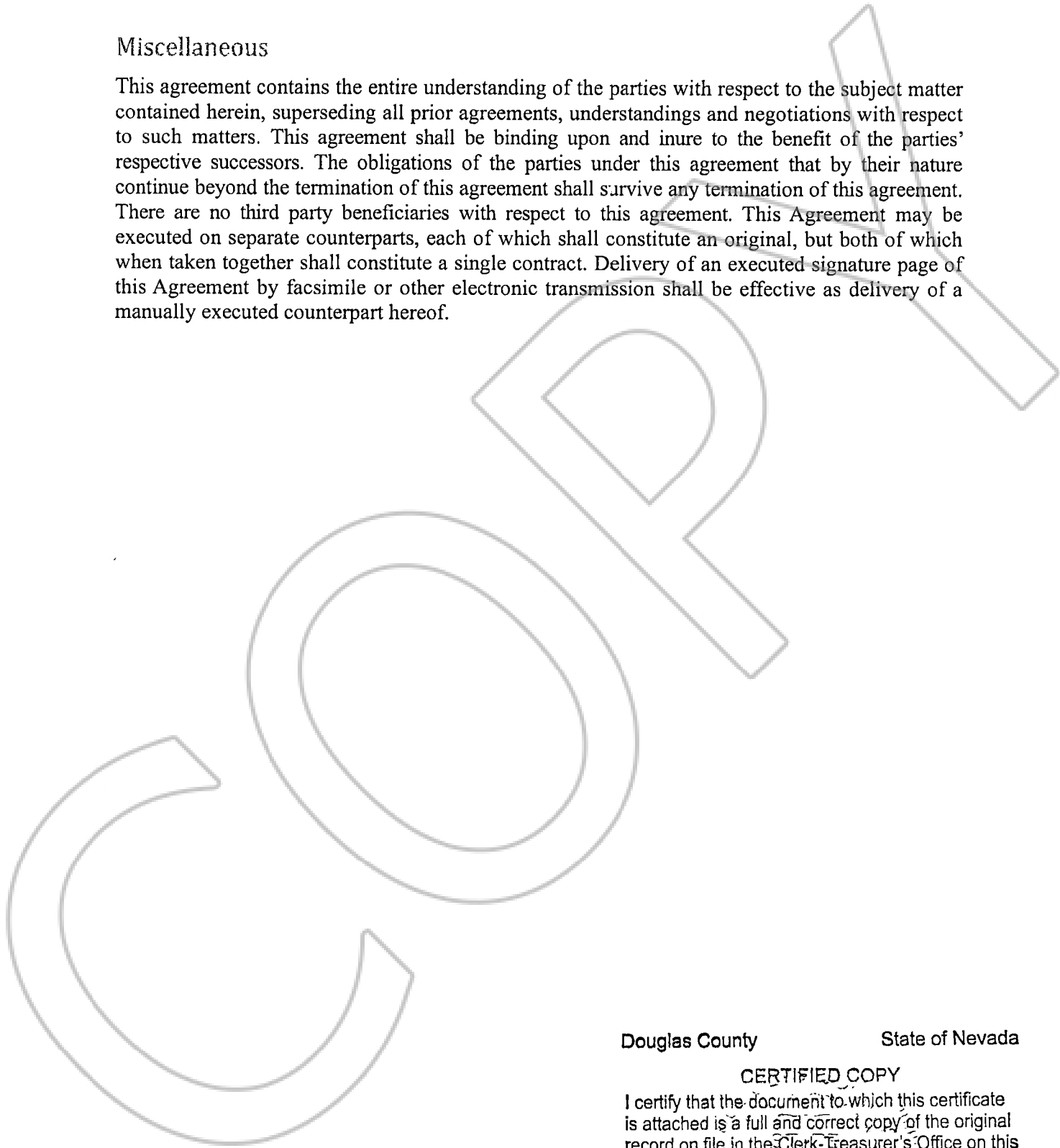
It is the intent of the parties that the provisions of this agreement shall be enforced to the fullest extent permitted by applicable law. To the extent that the terms set forth in this agreement or any word, phrase, clause or sentence is found to be illegal or unenforceable for any reason, such word, phrase, clause or sentence shall be modified or deleted in such manner so as to afford the party for whose benefit it was intended the fullest benefit commensurate with making this agreement, as modified, enforceable, and the balance of this agreement shall not be affected thereby, the balance being construed as severable and independent.

Amendment, Waiver and Assignment

This agreement may be modified or otherwise amended, and the observance of any term of this agreement may be waived, only if such modification, amendment or waiver is in writing and signed by the party to be charged with same. Neither party shall have the right to assign or transfer this agreement or any rights hereunder to any third party without the prior written consent of the other party.

Miscellaneous

This agreement contains the entire understanding of the parties with respect to the subject matter contained herein, superseding all prior agreements, understandings and negotiations with respect to such matters. This agreement shall be binding upon and inure to the benefit of the parties' respective successors. The obligations of the parties under this agreement that by their nature continue beyond the termination of this agreement shall survive any termination of this agreement. There are no third party beneficiaries with respect to this agreement. This Agreement may be executed on separate counterparts, each of which shall constitute an original, but both of which when taken together shall constitute a single contract. Delivery of an executed signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart hereof.



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

7th day of September, 2021

By *Wendy Lang* Deputy