

Recorder's Office Cover Sheet

Recording Requested By:

Name: Paula Lochridge

Department: County Manager



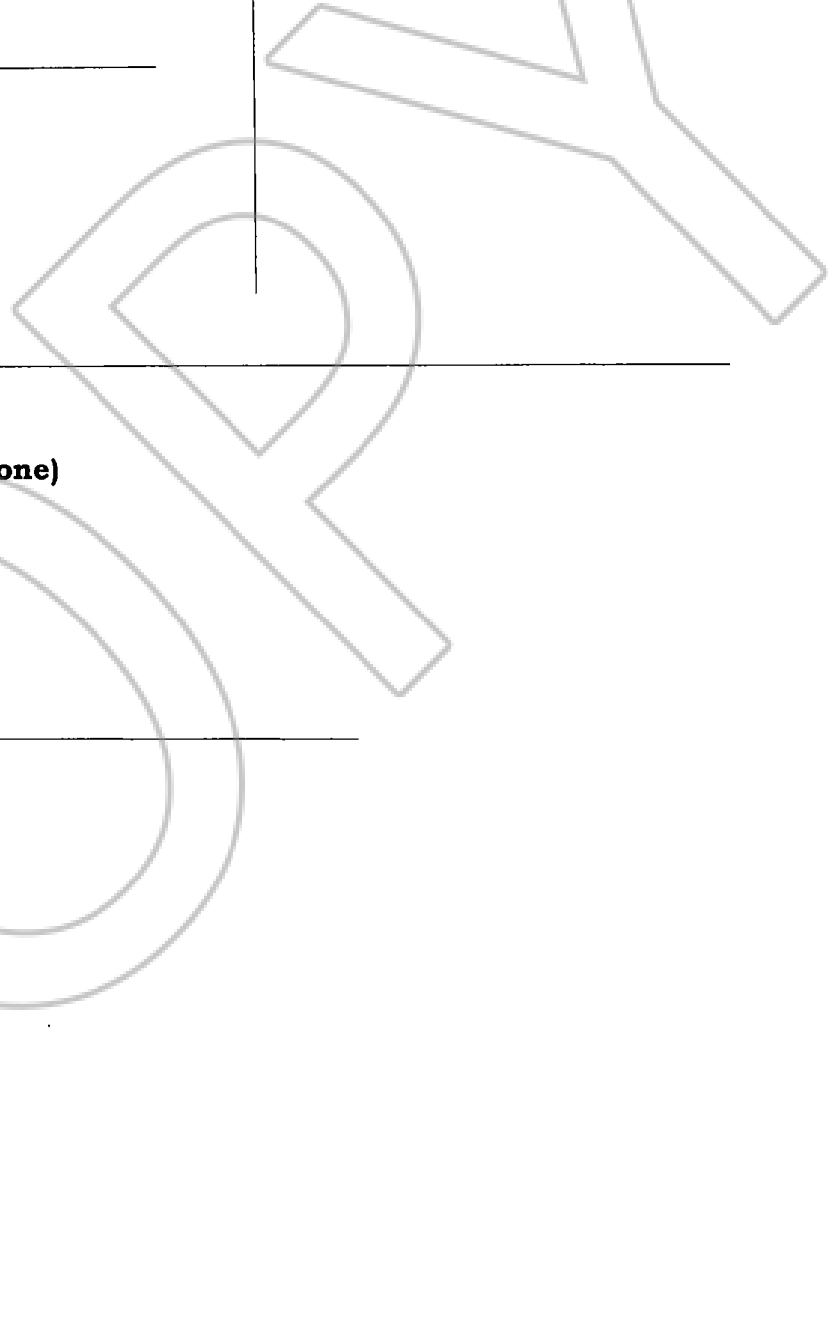
00153896202209844200520529

KAREN ELLISON, RECORDER

Type of Document: (please select one)

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

specify: _____



4/29/2022
DATE

DOUGLAS COUNTY CLERK
MINDEN, NV

BY *ed* DEPUTY

CONTRACT FOR INDIGENT LEGAL SERVICES

A CONTRACT BETWEEN

DOUGLAS COUNTY, NEVADA

AND

MARTIN HART

This Contract for Indigent Legal Services (the "Contract") is entered into by and between Douglas County, a political subdivision of the State of Nevada ("County"), and Martin Hart ("Attorney"). The County and Attorney are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WHEREAS, County, from time to time, requires the professional services of independent contractors; and

WHEREAS, it is deemed that the services of Attorney are both necessary and desirable and in the best interests of County; and

WHEREAS, Attorney represents that Attorney is licensed to practice law in the State of Nevada, is in good standing with the State Bar of Nevada, and is duly qualified, equipped, staffed, ready, willing and able to perform and render the legal services required by the County.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein made, the County and Attorney mutually agree as follows:

1. TERM AND EFFECTIVE DATE OF CONTRACT. The Contract will become effective on April 22, 2022, and will remain in effect until June 30, 2023, unless earlier terminated pursuant to the terms of this Contract. This Contract replaces the remaining term of any previously executed contract between Attorney and County.

2. INDEPENDENT CONTRACTOR STATUS. The Parties agree that Attorney, Attorney's associates and employees shall have the status of an independent contractors and 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 Attorney is not a Douglas 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 employees' 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.

Attorney and County agree to the following rights and obligations consistent with an independent contractor relationship between the Parties:

- a. Attorney has the right to perform services for others during the term of this Agreement.
- b. Attorney has the sole right to control and direct the means, manner and method by which the services required by this Agreement will be performed.
- c. Attorney shall not be assigned a work location on County premises.
- d. Attorney, at Attorney's sole expense, will furnish all equipment and materials used to provide the services required by this Agreement.
- e. Attorney, at Attorney's sole expense, has the right to hire assistants as subcontractors, or to use Attorney's employees to provide the services required by this Agreement.
- f. Attorney or Attorney's employees or contract personnel shall perform the services required by this Agreement, and Attorney agrees to the faithful performance and delivery of described services in accordance with the time frames contained herein; County shall not hire, supervise or pay any assistants to help Attorney.
- g. Neither Attorney nor attorney's employees or contract personnel shall receive any training from County in the skills necessary to perform the services required by this Agreement.
- h. County shall not require Attorney or Attorney's employees or contract personnel to devote full time to performing the services required by this Agreement.

Attorney further certifies the following:

- i. Contactor is licensed by the State Bar of Nevada to provide legal services to members of the public and agrees to maintain the required professional license to practice law in active status and in good standing for the State of Nevada.
- j. Attorney understands that Attorney is solely responsible to pay any federal and state taxes and/or any social security or related payments applicable to money received for services provided under the terms of this contract. Attorney understands that an IRS Form 1099 will be filed by County for all payments County makes to Attorney.

3. SERVICES TO BE PERFORMED. On an as-needed basis, the Attorney will provide professional legal services including the following:

A. The Attorney will represent adult criminal defendants that a Court in Douglas County has determined to be indigent. The representation will include all stages of the criminal proceedings including bail hearings and other court appearances, appeals and revocation of probation or parole, but not post-conviction proceedings.

B. The Attorney will provide legal representation for a child alleged to be delinquent or in need of supervision where a Court orders the appointment in accord with NRS Chapter 62A.

C. Attorney agrees to perform the services of an attorney for a child, parent, or other person responsible for a child's welfare when that parent or other person is alleged to have abused or neglected that child and the Court orders the appointment of Attorney pursuant to NRS 432B.420, or any subsequent proceedings under NRS Chapter 128.

D. If at any time during the representation of a person the Attorney has reason to believe the person is not indigent, the Attorney must immediately notify the Court.

E. If at any time during the representation of a person the Attorney has reason to believe that there is a legal ethical conflict with that representation, the Attorney must immediately notify the Court.

F. If a defendant who is requesting appointed counsel due to indigence has contacted Attorney concerning retaining that Attorney for representation, that Attorney will not be obligated to accept the appointed case. The Attorney must notify the appropriate court, by letter, of the contact with the indigent defendant prior to the proposed appointment, and the next firm in the rotation will be appointed.

G. The Attorney shall perform all duties required under the Nevada Revised Statutes and by the Nevada Department of Indigent Defense Services, including standards of performance, record keeping, time keeping and reporting requirements. However, in no event shall the Attorney be required to provide any information that would compromise client confidentiality, prejudice the rights or defense of any eligible client or violate any provision of the Nevada Rules of Professional Conduct.

4. Standard Of Work.

A. In providing legal representation as set forth in Section Three, Attorney must provide those services in a professional, competent, and effective manner. This includes, but is not limited to, interviewing the client, appearing at all Court hearings or providing coverage for those Court hearings, filing all necessary motions or other legal documents and performing or supervising any necessary investigations. Attorney shall:

- (1) Provide zealous, competent representational services in all cases;
- (2) Comply with the requirements of the Nevada Department of Indigent Defense Services and the Nevada Indigent Defense ("DIDS") Standards of Performance and not accept cases for which the Attorney is not approved by DIDS;
- (3) Comply with all applicable laws and regulations;
- (4) Comply with the Nevada Rules of Professional Conduct; and
- (5) Comply with the Douglas County Plan for the Provision of Indigent Defense Services (attached as Exhibit "A").

B. Attorney agrees to staff and maintain an office in Douglas County, Nevada. Attorney agrees to furnish a telephone number for use after normal office hours in any emergency that may arise where Attorney's services are requested pursuant to the terms of this Contract to the Justice Courts, District Courts and District Attorney. The expense of office space, furniture, equipment, supplies, routine investigative costs and secretarial services suitable for the conduct of Attorney's practice as required by this Contract are the sole responsibility of Attorney and are a part of Attorney's compensation pursuant to Section 6 of this Contract.

C. Attorney may engage in the private practice of law which does not conflict with Attorney's professional services required pursuant to this contract.

D. Attorney agrees to furnish to County a copy of the DIDS Eligible Provider Approval Letter (Exhibit "B") verifying the category of cases Attorney is authorized to accept.

5. PAYMENT FOR SERVICES.

A. **For the balance of Fiscal Year 2021-2022:** Attorney agrees to provide the services set forth in Paragraph 4 at a cost not to exceed Fifty Thousand Nine Hundred Sixty-One Dollars and Fifty-Four Cents (\$50,961.54) for the time period of April 22, 2022 through June 30, 2022. Payment shall be made by the County to the Attorney on or before May 6, 2022.

B. **For Fiscal Year 2022-2023:** Attorney agrees to provide the services set forth in Paragraph 4 at a cost not to exceed Two Hundred Sixty-Five Thousand Dollars (\$265,000.00) through the term of this Contract. Payment shall be made by the County to the Attorney in four quarterly payments of \$66,250.00 to be paid on or before July 1, 2022, October 1, 2022, January 1, 2023, and April 1, 2023.

C. For legal services related to a child's welfare when a parent or other person is alleged to have abused or neglected a child, and the Court orders the appointment of Attorney pursuant to NRS 432B.420, or any subsequent proceedings under NRS Chapter 128, Attorney will be paid supplemental fees at the statutory rate for any work performed beyond ten (10) hours per case for appointments pursuant to NRS 128.100.

D. The Attorney may secure payment for extraordinary investigative costs, expert witness fees, forensic services, translators, laboratory analysis, or other legally necessary services if authorized in advance by the Douglas County Indigent Services Coordinator. Attorney understands and agrees that the reimbursement of these extraordinary costs is subject to the limits and requirements of NRS 7.135. Attorney agrees to submit invoices within ten days of the end of the prior month in which any extraordinary costs or other expenses were incurred and for which reimbursement is requested from the County. County will pay invoices it receives within a reasonable time. However, in no event will Attorney be reimbursed or receive payment for travel expenses or any form of per diem expense.

E. The compensation specified above is in lieu of the statutorily prescribed fees codified in NRS 7.125. However, the Court may, for the reasons specified in NRS 7.125(4), award extraordinary fees to Attorney in a particular matter, which are over and above the compensation specified provided that the statutorily prescribed procedures contained in NRS 7.125(4) are complied with.

6. TERMINATION OF CONTRACT.

A. Either Party may terminate this Contract without cause, provided that a termination shall not be effective until 45 calendar days after the Party has served written notice upon the other Party. All monies due and owing up to the point of termination of the Contract shall be paid by County, and all pending cases that were produced for this Contract must be immediately turned over to the Court for re-assignment. If terminated, the total compensation of the Attorney will be reduced to the proportionate number of days worked by the Attorney. The Attorney must reimburse the County for any funds received to which they are not entitled due to the termination of the Contract.

B. If Attorney should be unable to perform any or all of the duties required by reason of illness, accident or other cause beyond Attorney's control, and the disability exists for a period beyond ten (10) judicial days, Attorney must provide, at Attorney's own expense, a substitute attorney (which could include other contract attorneys) to perform the duties of the Attorney during the term of disability. If the disability is permanent, irreparable, or of such nature as to make the performance of the

Attorney's duties impossible, or the disability continues beyond forty (40) judicial days, the County may, at its discretion, terminate this Contract, and the respective duties, rights and obligations of this agreement will terminate.

7. PROFESSIONAL LICENSE. Attorney agrees to maintain his or her professional license to practice law in active status and in good standing for the State of Nevada. Attorney promises and agrees to notify the County Manager if Attorney is brought before the State Bar of Nevada on any ethics charge or if Attorney is arrested for any crime. Failure to maintain this license to practice law will result in the immediate termination of this Contract.

8. GENERAL LIABILITY INSURANCE. Douglas County's liability coverage will not extend to the Attorney and Attorney is required to acquire and maintain general liability insurance in the minimum amount of \$1,000,000 during the term of this Contract at Attorney's sole expense. Proof of insurance must be sent to the Douglas County Manager. Such proof of insurance must be provided at least annually throughout the term of this Contract and Douglas County must be notified at least 30 days in advance of any cancellation or nonrenewal of such insurance.

9. LEGAL MALPRACTICE INSURANCE. Attorney agrees to acquire and maintain malpractice insurance in the minimum amount of \$250,000 per claim and \$500,000 aggregate claims during the term of this Contract at Attorney's sole expense. Proof of malpractice insurance must be sent to the County within five (5) business days upon request. Douglas County must be notified at least 30 days in advance of any cancellation or nonrenewal of such malpractice insurance.

10. NONAPPROPRIATION. Nothing in the Contract will be construed to provide Attorney with a right of payment from any entity other than the County. Any funds budgeted by the County pursuant to the terms of the Contract that are not paid to Attorney will automatically revert to the County's discretionary control upon the completion, termination, or cancellation of the Contract. The County will not have any obligation to re-award or to provide, in any manner, the unexpended funds to Attorney. Attorney will have no claim of any sort to the unexpended funds.

11. CONSTRUCTION OF CONTRACT. The Contract will be construed and interpreted according to the laws of the State of Nevada. There will be no presumption for or against the drafter in interpreting or enforcing the Contract. In the event a dispute arises between the Parties, the Parties promise and agree to first meet and confer to resolve any dispute. If such meeting does not resolve the dispute, then the Parties agree to mediate any dispute arising from or relating to the Contract before an independent mediator mutually agreed to by the parties. The fee, rate or charge of the mediator will be shared equally by the Parties, who will otherwise be responsible for their own attorney's fees and costs. If mediation is unsuccessful, litigation may only proceed before a department of the Ninth Judicial Court of the State of Nevada in and for the County of Douglas that was not involved in the mediation process and attorney's fees and costs will be awarded to the prevailing party at the discretion of the court. The Parties mutually agree to not seek punitive damages against either Party.

12. COMPLIANCE WITH APPLICABLE LAWS. Attorney promises and agrees to 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 the Contract, including, but not limited to, all federal, state, and local accounting procedures and requirements, all hazardous materials regulations, and all immigration and naturalization laws. County will not waive and intends to assert all available NRS chapter 41 liability limitations.

13. ASSIGNMENT. Attorney will neither assign, transfer nor delegate any rights, obligations or duties under the Contract without the prior written consent of the Douglas County Indigent Defense Services Coordinator and must meet the qualifications under the Nevada Department of Indigent Services to represent the charged individual. If the Attorney wishes to have a substitute attorney appear for him or her due to vacation, illness or personal family matter, then the Attorney may do so and is responsible for paying the substitute attorney. There is no requirement to have the Douglas County Indigent Defense Coordinator approve such substitution if the substitution is for less than twenty-five judicial days per calendar year.

14. COUNTY INSPECTION. The accounting records and expense invoices of Attorney related to the Contract will be subject to inspection, examination and audit by the County, including, the County Manager and Chief Financial Officer to audit and verify the expenses claimed by Attorney.

15. Delegation of Authority. The Judges of the Ninth Judicial District Court and the Justices of the two Townships are expressly designated the authority to oversee and implement the provisions of this Contract. Such designations include the development of factors for determining whether a person is indigent and all other properly related matters related to the appointment of indigent defense counsel. The Douglas County Indigent Defense Services Coordinator is expressly designated the authority to oversee and implement the provisions of this Contract. This authority includes the assigning of cases on a rotating basis among attorneys to ensure an equitable distribution, ordering/requiring monthly time summaries from attorneys, and preparing vouchers for the quarterly payments due to Attorney. However, the County reserves the right to maintain ultimate control over the terms and provisions of this Contract.

16. INDEMNIFICATION OF COUNTY. To the fullest extent permitted by law, Attorney shall indemnify, hold harmless and defend County from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of Attorney, its officers, employees and agents arising from or relating to this Contract. Attorney will defend, hold harmless and/or indemnify County against such claims. Notwithstanding the obligation of Attorney to defend County as set forth in this paragraph, County may elect to participate in the defense of any claim brought against County because of the conduct of Attorney, its officers, employees and agents. Such participation shall be at County's own expense and County shall be responsible for the payment of its own attorney's fees it incurs in participating in its own defense.

17. MODIFICATION OF CONTRACT. The Contract and any attached exhibits constitute the entire agreement and understanding between the Parties and may only be modified by a written amendment signed by both of the Parties.

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

19. STANDARD OF CARE. Attorney will perform all services in a manner consistent with that level of care and skill ordinarily exercised by other members of Attorney's profession currently practicing under similar conditions and in compliance with the standards

established by the Nevada Department of Indigent Defense Services and as required under the terms of this Contract.

20. **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 Attorney or County.

21. **NOTICES.** All formal 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):

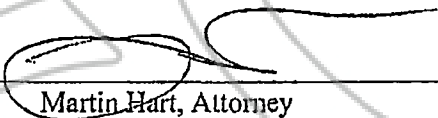
To County: Douglas County
Attn. County Manager
Post Office Box 218
Minden, Nevada 89423
Telephone: (775) 782-9821

To Attorney: Martin Hart
526 South 7th Street
Las Vegas, NV 89101
Telephone (702) 380-4278

IN WITNESS WHEREOF, the Parties hereto have caused the Contract to be signed and intend to be legally bound thereby.

Attorney

By:


Martin Hart, Attorney

4-6-22
(Date)

Douglas County

By:


Patrick Cates, County Manager

4/23/22
(Date)

Board of Indigent Defense Services

Approved 10/06/2021



The Douglas County Plan for the Provision of Indigent Defense Services

Adopted 9/16/2021

I. STATEMENT OF POLICY

A. Authorities:

1. NRS 180.320(2)
2. Nevada Department of Indigent Defense Temporary Regulation Section 23
3. In the matter of the Review of Issues Concerning Representation of Indigent Defendants in Criminal and Juvenile Delinquency Cases, ADKT No. 411

B. Objectives

1. The objective of this Plan is to provide for equality before the law for all persons. Therefore, this Plan shall be administered so that those accused of crime, or otherwise eligible for services of appointed counsel, will not be deprived, because they are financially unable to pay for adequate representation, of any element of representation necessary to an adequate defense. The plan and any attorneys providing indigent defense services pursuant to this plan must be free from political and undue budgetary influence and be subject to judicial supervision only in the same manner and to the same extent as retained counsel or a prosecuting attorney.

II. DEFINITIONS

- A. "Appointed Attorney" includes private attorneys, both contracted and hourly.
- B. "Appointed Counsel Program Coordinator" performs such duties and responsibilities as assigned by the County Manager as are reasonably necessary to oversee the program including assigning cases on a rotating basis among the contract Attorneys to ensure an equitable distribution; monitoring case reporting requirements from attorneys; approving of and overseeing the use of substitute attorneys for the contract Attorneys, and; all other properly related matters. As the Department of Indigent Defense's designee, this position will work in coordination with the Department of Indigent Defense Services to ensure requested data is provided to the Department.
- C. "Representation" includes counsel and investigative, expert and other services.

III. PROVISIONS OF REPRESENTATION

- A. Mandatory: Douglas County shall provide representation for any financially eligible person who:

1. Is charged with a felony or gross misdemeanor;
2. is charged with a misdemeanor where jail time is mandatory or the prosecutor is seeking jail time;
3. is alleged to have violated probation or other court supervision and jail time or a sentence of confinement may be imposed;
4. is a juvenile alleged to have committed an act of delinquency or alleged to be a child in need of supervision;
5. is party to a dependency case where termination of rights is a possibility;
6. is subject to commitment pursuant to NRS 433A.310;
7. is in custody as a material witness;
8. is entitled to appointment of counsel under the Sixth Amendment to the U.S. Constitution or any provision of the Nevada Constitution, or when due process requires the appointment, or the judge is likely to impose jail time;
9. faces loss of liberty in a case and Nevada law requires the appointment of counsel;
10. faces loss of liberty for criminal contempt;
11. has received notice that a grand jury is considering charges against him or her and requests appointment of counsel.

B. Discretionary: Whenever a court determines that the interests of justice so require, representation may be provided for any financially eligible person who:

1. Is charged with a misdemeanor, infraction or code violation for which a sentence of confinement is authorized;
2. is a party to a dependency case in which termination of parental rights is a possibility;
3. is or has been called as a witness before a grand jury, a court, or any agency which has the power to compel testimony, and there is reason to believe, either prior to or during testimony, that the witness could be subject to criminal prosecution, a civil or criminal contempt proceeding, or face loss of liberty;
4. any other case in which the court determines in the interest of justice appointment of counsel is appropriate.

C. Timing of Appointment of Counsel: Counsel shall be provided to eligible persons:

1. within 72 hours as soon as feasible after their first appearance before a judge;
2. when they are formally charged or notified of charges if formal charges are sealed; or
3. when a Justice of the Peace or District Judge otherwise considers appointment of counsel appropriate

D. Number and Qualifications of Appointed Counsel:

1. one attorney shall be appointed consistent with Section 4 and 5 herein, except Capital Cases;
2. two attorneys shall be appointed consistent with Section 4 and 5 herein, as soon as possible in all open murder cases which are reasonably believed to result in a Capital Case;
3. at least one of the two attorneys appointed to represent defendants charged in Capital Cases must meet the minimum standard for lead counsel pursuant to Nevada Supreme Court Rule 250 and both attorneys appointed must conform to the performance guidelines or standards as adopted by the Nevada Supreme Court for Capital Cases.

E. Eligibility for Appointed Representation:

1. Financial Eligibility:

- (a) a person shall be deemed "indigent" who is unable, without "substantial hardship" to himself or his dependents, to obtain competent, qualified legal counsel on his or her own;
- (b) "substantial hardship" is presumptively determined to include all defendants who receive public assistance, such as Food Stamps, Temporary Assistance for Needy Families, Medicaid, Disability Insurance, reside in public housing, or earn less than 200 percent of the Federal Poverty Guideline;
- (c) a defendant is presumed to have a "substantial hardship" if he or she is currently service a sentence in a correctional institution or housed in a mental health facility or is a minor;
- (d) defendants not falling below the presumptive threshold for indigency will be subject to a more rigorous screening process to determine if his or her particular circumstances, including seriousness of charges being faced, monthly expenses,

and local private counsel rates, would result in a "substantial hardship" were they required to retain private counsel.

2. **Screening for Eligibility:** Within 48 hours, the Court Administration, through Pretrial Services, or Appointed Counsel Coordinator, shall conduct screening for financial eligibility and provide a recommendation to the court with regard to eligibility of the defendant for the services of appointed counsel based upon the provisions set forth above. Appointed Counsel may assist in supplying information during the screening but shall not be asked to decide or recommend eligibility.
3. **Automatic Eligibility:** A minor alleged to have committed an act of juvenile delinquency, or alleged to be a child in need of supervision is automatically eligible for appointed counsel because the presumption of indigency always accompanies any charges filed against a minor.

IV. APPOINTMENT OF PRIVATE ATTORNEYS

A. System of Selection for Court Appointed Counsel Attorneys

1. Annually, Douglas County will recruit attorneys to provide indigent defense services on a contract basis.
2. Recruitment will take place during the spring of each year, with annual contracts beginning July 1st of each fiscal year.
3. Attorneys interested in providing indigent defense services on a contract basis will provide Letters of Interest for consideration.
4. Attorneys must demonstrate compliance with the standards and regulations of the Board of Indigent Defense Services pertaining to training, education, and qualifications by submitting an application to the Department of Indigent Defense Services.
5. The Appointed Counsel Coordinator shall establish an Appointed Counsel Selection Committee (ACSC) to review the qualifications of applicants for contract or hourly appointments, to review the list of attorneys from which appointments are made in hourly cases, to determine which attorneys shall be recommended for appointments.
6. The committee shall be made up of five (5) members who:
 - (a) have no pecuniary interest in the outcome of the attorney selection or performance evaluation process;

- (b) have no legal, financial or familial relationship to any attorney whose qualification or performance will be evaluated;
 - (c) are not directly related to the judiciary or any prosecution function; and
 - (d) have an interest in the variety of types of cases that are represented by the appointed counsel lists to be selected by the Committee.
7. On an ongoing basis, the Committee shall:
- (a) meet at least once a year and shall solicit input from judges, and others familiar with the practice of criminal defense, juvenile law and family where appointed counsel are utilized;
 - (b) review any complaints from clients;
 - (c) review the history of participation in training of each applicant and each contract or hourly attorney receiving appointments; and
 - (d) determine eligibility and recommendation of appointed counsel for new and continued participation.
8. While appointed counsel may receive assistance from associate attorney's, participants in a mentorship program, or other attorneys deemed qualified by the ACSC, in carrying out his/her responsibilities, appointed counsel cannot delegate responsibilities for representation to another attorney. All substantive court appearances must be made by an attorney who has been determined to be qualified by the ACSC.
9. Complaints from clients, judges or the public about representation by appointed counsel shall be transmitted to the Coordinator for consideration by the ACSC in evaluation of appointed counsel.

B. Contract Attorneys

1. Douglas County shall contract for appointment of counsel;
2. Douglas County contract attorney compensation may be based on a flat fee, an hourly basis, or a combination of both. If the contract is based on a flat fee, the contract should consider, but not be limited to, the following factors:
 - (a) the average overhead for criminal defense practitioners in the locality;

- (b) the number of assignments expected under the contract;
 - (c) the hourly rate paid for all appointed counsel; and
 - (d) the ability of the appointed attorney to comply with the Performance Standards for Appointed Counsel as adopted and amended by the Nevada Supreme Court.
3. Douglas County shall contract with attorneys as appointed counsel only after the attorney has been qualified to enter into such a contract by the ACSC; and
 4. The contract must be subject to termination annually or sooner, if determined by the ACSC that a contract attorney is not abiding by the standard guidelines for qualification of appointed counsel; and
 5. The payment of fees and expenses of contracted appointed counsel by Douglas County shall be governed by contract between counsel and Douglas County.
 6. The contract shall exclude appointment in cases with the potential of a life sentence and capital cases.

C. Hourly and Capital Case Attorneys:

1. If contract counsel cannot handle the case; or the Appointed Counsel Program Coordinator determines the case is not appropriate for contract counsel to handle, alternative counsel will be selected by the Appointed Counsel Program Coordinator as follows:
 - (a) The Appointed Counsel Program Coordinator shall select this alternative appointed counsel, in consecutive order, from the hourly list, except
 - (b) If the nature of the case requires lead counsel be selected from the Capital Case list, the Appointed Counsel Program Coordinator, in consecutive order, shall select from the Capital Case list;
 - (c) The Appointed Counsel Program Coordinator shall select Second Chair counsel for a capital case: counsel may be selected next in order from the Hourly list, if the attorney qualifies under Supreme Court Rule 250 for second chair selection, or the Capital Case list.
2. The payment of fees and expenses of Hourly and Capital Case appointed attorneys shall be approved by the Appointed Counsel Program Coordinator.

- (a) Such invoices shall be submitted no later than ten days after the end of the month in which the services were rendered.
- (b) The Coordinator shall approve for payment all reasonable attorney's fees requested. In reviewing for reasonableness, the Coordinator may consider factors such as: the average case times as determined by workload analysis, time and skill required, complexity of the case, and experience and ability of the Qualified Attorney(s). The Coordinator may request additional information where necessary. In the event the Coordinator denies or modifies the request, an explanation shall be provided to the Qualified Attorney, with a copy to the County Manager and the Department of Indigent Defense Services, as to why the denied portion was not reasonable. Such denials shall be subject to judicial review pursuant to NRS 7.135.
- D. Compensation of Court Appointed Counsel: Douglas County agrees to pay contract attorneys and/or panels of private attorneys up to the sum of One Hundred Ninety-Five Thousand Three Hundred and thirty-three Dollars and thirty-three Cents (\$195,833.33) per year. The County will make the payment to contract attorneys and/or panels of private attorneys on a quarterly basis on the first day of the first month of the quarter.
- E. Conflict of Interest Checks: Appointed Counsel shall, as soon as practicable, upon appointment, conduct a conflict check determining if any conflict of interest exists that would prevent representation of the defendant. If appointed, counsel determines that such a conflict exists, the appointed counsel shall bring this information as soon as possible to the relevant court. In no instance, shall a single attorney or law firm be appointed to represent co-defendants in a case. The Douglas County District Attorney's office shall have no authority to determine or recommend whether or not the appointed counsel has a conflict of interest.
- F. Payment of Fees and Expenses of Appointed Counsel: Douglas County agrees to budget for case-related expenses in the amount of \$100,000. Attorneys may secure reimbursement for extraordinary investigative costs, expert witness fees or other necessary services. Any payment for extraordinary costs or fees shall be paid only when submitted and approved by the Appointed Counsel Program Coordinator.
1. Insofar as Case-Related Expenses are incurred in providing services to Eligible Clients, the following procedures shall apply:
- (a) Pre-authorization: Case-Related Expenses expected to exceed two thousand five hundred dollars shall be submitted to the Coordinator for pre-authorization. The request shall include an explanation of why the expense is reasonably necessary to provide Representational Services

2. Reasonableness Review: All Case-Related Expenses are subject to the Coordinator's review for reasonableness. Invoices shall be submitted for such review no later than thirty days following the termination of the representation. Any requests for expenses not timely submitted shall be waived.
- G. Privileged Communications: County facilities housing or holding indigent defendants or criminal detainees will provide accommodations for confidential or otherwise privileged communications between indigent criminal defense client and appointed counsel.
1. Within the Judicial Law Enforcement Center (JLEC) in Minden, private meeting rooms are available for meetings between counsel and clients that is not monitored or recorded, surreptitiously, accidentally, or in any fashion, that would violate attorney-client privilege.
 2. Within the Tahoe Township Justice Court in Stateline, private meeting rooms are available for meetings between counsel and clients that is not monitored or recorded, surreptitiously, accidentally, or in any fashion, that would violate attorney-client privilege.
- H. Complaints by Clients: Appointed Counsel shall maintain a system for receipt and review of written complaints made by clients. Appointed Counsel shall make publicly available the policy and procedure for receiving and reviewing written complaints. This system shall not interfere with a person's ability to avail themselves of the complaint process provided by the Department of Indigent Defense Services (DIDS) or Nevada State Bar.

V. TRAINING

- A. Appointed Counsel must meet all requirements for training and experience as promulgated in the Nevada Department of Indigent Defense Services regulations.

VI. DUTIES OF INDIGENT DEFENSE COUNSEL

- A. Standards of Performance. Services rendered by Appointed Counsel shall be commensurate with those rendered if counsel privately employed by a person. Representation shall be provided in a professional, skilled manner guided by applicable regulations; laws; Nevada Rules of Professional Conduct; and the Nevada Indigent Defense Standards of Performance adopted by the October 16, 2008 Nevada Supreme Court Order in Administrative Docket 411, or the same as may be amended. Additionally, Appointed Counsel must advise all clients not to waive any substantive rights or plead guilty at the initial appearance, unless doing so is the client's best interest. Appointed Counsel must make all reasonable efforts to meet with the client within seven

days following the assignment of the case and every thirty days thereafter unless there are no significant updates in the client's case.

- B. Continuity of Representation: Douglas County shall, to the greatest extent possible, provide consistency in the representation of indigent defendants so that the same Appointed Counsel represents a defendant through every state of the case without delegating the representation to others, except that administrative and other tasks that do not affect the rights of the defendant.
- C. Workload Standard: The workload of an Appointed Counsel must allow the Appointed Counsel to give each client the time and effort necessary to ensure effective representation. Any Appointed Counsel who provides indigent defense services shall not accept a workload that, by reason of its excessive size, interferes with the Appointed Counsel's competence, diligence, or representation of clients. Douglas County will provide the maximum workload guidelines as determined by the Board of Indigent Defense Services and the data collection responsibilities of the attorney.
- D. In Custody Arraignments: The Appointed Counsel Program Coordinator shall ensure the provision of Representational Services for all Eligible Clients who are in custody and require a bail hearing. If the Coordinator is unable to assign an attorney to be present at initial appearances and arraignments, the Coordinator may be present. Either the assigned attorney or Coordinator must be prepared to address appropriate release conditions in accordance with relevant statute, rules of criminal procedure and caselaw. If the Coordinator provides these services, they should, to the extent possible, discuss only matters pertaining to the initial appearance or arraignment to avoid creating a conflict of interest. A timely initial appearance or arraignment must not be delayed pending a determination of the indigency of the defendant. This plan ensures the presence of counsel at all other critical stages, whether in or out of court.
- E. No Receipt of Other Payment: Appointed counsel may not require, request, or accept any payment or promise of payment or any other valuable consideration for representation under the appointment unless such payment is approved by order of the court.
- F. Private Practice of Law: Attorney may engage in the private practice of law which does not conflict with Attorney's professional services required pursuant to the contract.
- G. Use of Client Surveys: Appointed Counsel shall maintain a system for providing Client Surveys to their clients. Appointed Counsel shall make publicly available the policy and procedure for providing surveys. This system shall not interfere with a person's ability to avail themselves of the Client Survey form provided by the Department of Indigent Defense Services (DIDS).

- H. Caseload Reporting: Appointed Counsel shall report caseload data and times as promulgated in the Nevada Department of Indigent Defense Services regulations.

VII. APPOINTED COUNSEL PROGRAM COORDINATOR

- A. Selection: Douglas County will contract with a lawyer to serve as the Appointed Counsel Program Coordinator. The terms of this contract will be determined by this plan, Douglas County, and the Appointed Counsel Program Coordinator, but in no event will this Appointed Counsel Program Coordinator be directly involved in direct representation in appointed counsel cases.

B. Duties:

1. The Appointed Counsel Program Coordinator shall have all the duties and responsibilities stated in the various sections of this plan.
2. The Appointed Counsel Program Coordinator shall maintain the list of all attorneys approved by the ACSC for contract, hourly, and capital case appointment. In addition, the Appointed Counsel Program Coordinator shall maintain appropriate records to reflect the cases and dates to which each attorney has been appointed.
3. When notified of the need for representation, the Appointed Counsel Program Coordinator, shall select, in order and as more fully described herein, the next available attorney from the list of those attorneys qualified to provide representation as approved by the Committee in accordance with Section 4 of this Plan. Upon confirmation of acceptance of assignment by Qualified Attorney(s), the Coordinator shall provide prompt notice and a proposed order confirming selection of counsel to the Appointing Authority – i.e., the Judge, Justice, or Master presiding over the court in which the Eligible Client’s charges are pending.
4. The Appointed Counsel Program Coordinator shall be responsible for approving the claim for payment of each attorney and any expert or other service fees at the conclusion of appointed counsel’s representation or, if appropriate, periodically during appointed counsel’s representation, as specifically discussed herein.
5. The Appointed Counsel Program Coordinator will work with the Department of Indigent Defense Services to provide any information requested.

VIII. EFFECTIVE DATE

- A. The Douglas County Plan for the Provision of Indigent Defense Services is approved on this the 16th day of September, 2021.



AXIS PRO®
LAWYERS PROFESSIONAL LIABILITY
INSURANCE POLICY
DECLARATIONS

THIS IS A CLAIMS MADE POLICY. IT APPLIES ONLY TO THOSE CLAIMS THAT ARE FIRST MADE DURING THE POLICY PERIOD AND ANY APPLICABLE EXTENDED REPORTING PERIOD, AS THOSE TERMS ARE DESCRIBED IN THIS POLICY. PLEASE REVIEW THIS POLICY CAREFULLY AND DISCUSS THIS COVERAGE WITH YOUR INSURANCE AGENT OR BROKER.

EXCEPT AS OTHERWISE SET FORTH IN THIS POLICY, CLAIM EXPENSES REDUCE THIS POLICY'S LIMITS OF LIABILITY AND ARE SUBJECT TO THE POLICY'S DEDUCTIBLE.

MATURITY:

DURING THE FIRST SEVERAL YEARS OF THE CLAIMS MADE RELATIONSHIP, CLAIMS MADE RATES ARE COMPARATIVELY LOWER THAN OCCURRENCE RATES, AND INSUREDS CAN EXPECT SUBSTANTIAL ANNUAL PREMIUM INCREASES, INDEPENDENT OF OVERALL RATE LEVEL INCREASES, UNTIL THE CLAIMS MADE RELATIONSHIP REACHES MATURITY.

COMPANY: AXIS Insurance Company	POLICY NUMBER: 017764-0121
--	-----------------------------------

Item 1. Named Insured: Martin Hart, LLC The Law Offices of 526 South 7th Street Las Vegas, NV 89101-6904	Item 2. Policy Period: Inception Date: 7/12/2021 Expiration Date: 7/12/2022 <i>Both dates at 12:01 a.m. Standard Time at the address listed in Item 1.</i>
---	--

Item 3. Limits of Liability: \$1,000,000 each Claim \$2,000,000 Aggregate	Item 4. Deductible: \$20,000 each Claim
--	---

Item 5. Retroactive Date: 7/12/2005	Item 6. Premium: \$3,707.00
--	------------------------------------

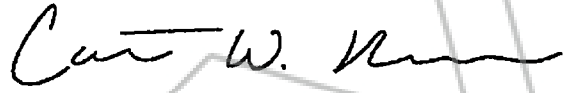
Item 7. Notices to Company:	
<u>Notice of Claim To Be Sent To:</u> AXIS Professional Insurance 300 Connell Drive, Suite 8000 Berkeley Heights, NJ 07922-0357 Email: AttysAdvClaimNoticeBH@axiscapital.com	<u>All Other Notices To Be Sent To:</u> Aon Affinity Insurance Services, Inc. 1100 Virginia Drive, Suite 250 Fort Washington, PA 19034-3278 Fax: 312.381.0875 Email: AffinityLawyersAdmin@aon.com

Item 8. Endorsements Effective at Inception:			
ALPL-101 (09-14)	ALPL-305 (09-14)	ALPL-323 (09-14)	ALPL-324 (09-14)
ALPL-401 NV (09-14)	ALPL-504 (09-14)	ALPL-517 (07-17)	

IN WITNESS WHEREOF, the Insurer has caused this policy to be issued by affixing hereto the facsimile signatures of its President and Secretary.



Secretary
Andrew Weissert, Secretary



President
Carlton W. Maner, President

July 15, 2021

Date





Endorsement No.	This endorsement is effective on the effective date of the Policy unless a different date is set forth below.	Policy Number	<input type="checkbox"/> Additional <input type="checkbox"/> Return Premium
01	12:01 AM on 7/12/2021	017764-0121	N/A

AGGREGATE DEDUCTIBLE ENDORSEMENT

It is agreed that:

1. The Declarations of this Policy, "Deductible", is deleted in its entirety and replaced by the following:

DEDUCTIBLE: \$20,000 aggregate

2. The section entitled Limits of Liability & Deductible, sub-section 4. Deductible, is deleted in its entirety and replaced by the following:
 4. **Deductible.** The deductible amount stated in the Declarations is the total amount of **your** liability for all **claims** and applies to the payment of **damages** and **claim expenses**, except as otherwise permitted in the Special Benefits section of this policy. The limits of liability are in addition to and in excess of the deductible. The deductible shall be paid by the **named insured**, or upon the **named insured's** failure to pay, jointly and severally by all of **you**.

All other provisions of the Policy remain unchanged.



Endorsement No.	This endorsement is effective on the effective date of the Policy unless a different date is set forth below.	Policy Number	<input type="checkbox"/> Additional <input type="checkbox"/> Return Premium
02	12:01 AM on 7/12/2021	017764-0121	N/A

NON-PROFIT ENTITY DIRECTOR LIABILITY ENDORSEMENT

It is agreed that:

1. We will pay on **your** behalf all **damages**, in excess of the deductible amount and up to the limits of liability stated in the Declarations, that **you** become legally obligated to pay as a result of any **claim** first made against **you** during the **policy period** or any applicable **extended reporting period** alleging **you** committed a **wrongful act** in the performance of **non-profit services**, except and to the extent the **non-profit entity** has actually indemnified **you** for such **damages**, and provided that:
 - a. such **wrongful act** was first committed by **you** on or after the Retroactive Date set forth in the Declarations, if any, but before the end of the **policy period**;
 - b. **you** did not give notice to a prior insurer of the **claim** or a **related claim**, or of the **wrongful act** giving rise to the **claim** or any **related wrongful act**;
 - c. **you** had no reasonable basis to believe you had committed a **wrongful act**;
 - d. with respect to **non-profit services** only, any insurance available under this policy to **you** while acting as a **non-profit entity director** shall be specifically excess of any insurance available from the **non-profit entity**; and
 - e. such **claim** is reported to **us** in writing in accordance with the **Notice of Claim** provision of this policy.

We will also pay **claim expenses** as set forth in the section entitled **Limits of Liability & Deductible**, except and to the extent the **non-profit entity** has actually indemnified **you** for such **claim expenses**.

2. The section entitled **Definitions** is amended to add the following definitions:

Non-profit entity means any non-profit corporation, community chest, fund, foundation, or any other similar entity or institution that is exempt from federal income tax as an organization described in Section 501(C)(3) of the Internal Revenue Code of 1986 and any amendments thereto.

Non-profit entity director means any of **you** who is a lawyer who is or who was serving as a director, officer or committee member of a **non-profit entity** with the express consent or at the request of the **named insured** at the time the **wrongful act** occurred.

Non-profit services mean those services and activities performed by a **non-profit entity director** in his or her capacity as such.

3. Solely with respect to **non-profit services**, the definition of **wrongful act** is deleted in its entirety and replaced by the following:

Wrongful act shall mean an act, error or omission in the performance of **non-profit services**.

4. The section entitled **Limits of Liability & Deductible** is amended to add the following at the end thereof:

Limits of Liability – Non-Profit Entity Director Liability

Notwithstanding any provision to the contrary contained in this policy, and solely as respects **claim** alleging a **wrongful act** in the performance of **non-profit services**:

Regardless of the number of **you** who are **non-profit entity directors**, the most **we** will pay for any one **claim** arising from **wrongful acts** in the performance of **non-profit services** shall be the lesser of either:

- (a) the actual amount of the each **claim** limit of liability under the **non-profit entity's** Directors and Officers Liability Insurance, or
- (b) fifty thousand dollars (\$50,000) each **claim**.

The amount paid pursuant to (a) or (b) above is included within and erodes the limits of liability set forth on the Declarations.

5. It is a condition precedent to the coverage afforded pursuant to this policy that:
 - a. the **non-profit entity** for which **you** are providing **non-profit services** will have, in full force and effect during the **policy period** or any **extended reporting period**, insurance coverage for Directors and Officers Liability; and
 - b. no more than ten percent (10%) of the **named insured's** annual gross revenues are derived directly or indirectly from **professional legal services** performed by any of **you** for the **non-profit entity**.

All other provisions of the Policy remain unchanged.



Endorsement No.	This endorsement is effective on the effective date of the Policy unless a different date is set forth below.	Policy Number	<input type="checkbox"/> Additional <input type="checkbox"/> Return Premium
03	12:01 AM on 7/12/2021	017764-0121	N/A

PRIVACY BREACH AND REGULATORY INVESTIGATIONS ENDORSEMENT

It is agreed that:

1. The section entitled **Special Benefits** is amended to add the following at the end thereof:

Privacy Breach Response Expenses

We will reimburse the **named insured** up to twenty thousand dollars (\$20,000) for **privacy breach response expenses** incurred in connection with a **privacy breach** provided that such **privacy breach** first occurred during the **policy period** and is reported to us in accordance with the section entitled **Notice of Claims**. The maximum amount we will pay for such **privacy breach response expenses** is twenty thousand dollars (\$20,000) per **privacy breach** and twenty thousand dollars (\$20,000) for all **privacy breaches** in the aggregate regardless of the number of **privacy breaches**.

For the purposes of the coverage provided by this endorsement, any reference in the **Notice of Claims** provision to **claims** shall be deemed to include **privacy breaches**.

2. The section entitled **Special Benefits**, sub-section 2. **Disciplinary Proceeding Defense Cost Reimbursement**, is amended to include the following after each use of the words "disciplinary proceeding":

(including any **regulatory investigation**)

3. The definition of **disciplinary proceeding** is amended to add the following:

A **disciplinary proceeding** includes a **regulatory investigation**.

4. The section entitled **Definitions** is amended to add the following new definitions:

Computer systems computers and associated input and output devices, data storage devices, networking equipment, and back-up facilities operated by and either owned by or leased to the **named insured**; or operated for the benefit of the **named insured** by a third party service provider and used for the purpose of providing hosted application services to the **named insured**; or for processing, maintaining, or storing electronic data, pursuant to written contract with the **named insured**.

Confidential business information means, with respect to a third-party entity, any information that comes into the **named insured's** care, custody or control in the course of performing **professional legal services**:

- a. that is subject to any form of confidentiality agreement or confidentiality provision in a contract or agreement between the organization and the **named insured**; or
- b. which the **named insured** is legally required to maintain in confidence.

However, **confidential business information** does not include any publicly available information that is lawfully in the public domain or information available to the general public from government records, nor does it include **protected personal information**.

Privacy breach means the actual or alleged unauthorized release of, or disclosure, theft or other misappropriation of **confidential business information** or **protected personal information** in the **named insured's computer systems** which release, disclosure, theft or other misappropriation occurs in the course of rendering **professional legal services**. All **privacy breaches** that are logically or causally connected by any common fact, circumstance, situation, transaction, event, advice or decision will be deemed to be a single **privacy breach** first occurring on the date the earliest of such **privacy breaches** occurred.

Privacy breach response expenses are those reasonable and necessary expenses incurred by you to:

- a. hire cyber forensic analysts to determine the extent of an actual security breach that has occurred; or
- b. provide notifications or credit monitoring services to individuals in compliance with state or local privacy laws when the security, confidentiality or integrity of their personal information has been compromised.

Privacy Regulation means any state or federal identity theft and privacy protection legislation that requires commercial entities that collect, process, or store personal information to post privacy policies, adopt specific privacy controls, or notify natural persons and/or organizations in the event that such personal information has been compromised or potentially compromised including, but not limited to:

- a. Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191);
- b. Health Information Technology for Economic and Clinical Health Act of 2009, and its related regulations;
- c. Gramm-Leach-Bliley Act of 1999;
- d. California Database Breach Act (SB1386); or
- e. Minnesota Plastic Card Security Act;

Protected personal information means personal information about an individual that is not available to the general public and from which such individual can be uniquely identified, which information comes into **your** care, custody or control in the course of performing **professional legal services** and which information is the subject of any **privacy regulation**.

Regulatory Investigation means an investigation of **you** by a state licensing board, self-regulatory body, public oversight board or a governmental agency with the authority to regulate **your professional legal services** provided such investigation arises from an actual or alleged **privacy breach** that occurred in the rendering of **professional legal services**.

All other provisions of the Policy remain unchanged.

CONFIDENTIAL



Endorsement No.	This endorsement is effective on the effective date of the Policy unless a different date is set forth below.	Policy Number	<input type="checkbox"/> Additional <input type="checkbox"/> Return Premium
04	12:01 AM on 7/12/2021	017764-0121	N/A

NEVADA CANCELLATION AND NONRENEWAL ENDORSEMENT

It is agreed that:

1. The section entitled **Conditions**, sub-section 9. **Cancellation and Nonrenewal**, is amended to add the following at the end thereof:

Conditional Nonrenewal

If we decide to condition renewal upon a change in policy terms or rates, we shall provide notice of such conditional renewal to the **named insured**. We shall mail written notice at least thirty (30) days prior to the expiration date of the policy. Such notice shall be mailed to the **named insured** at the last mailing address known by us. The notice shall state the change in terms upon which renewal is conditioned. A copy of all such notices shall be sent to your broker, if known. We shall maintain proof of mailing of such notice on a recognized U.S. Post Office form or a form acceptable to the U.S. Post Office. The mailing of notice as aforesaid shall be sufficient proof of notice. If notice is not provided as stated, we will renew the policy at the expiring terms and rates.

2. The **Nonrenewal** provision in the section entitled **Conditions**, sub-section 9. **Cancellation and Nonrenewal**, is amended to add the following at the end thereof:

We will send any notice of nonrenewal by first class or certified mail.

All other provisions of the Policy remain unchanged.



Endorsement No.	This endorsement is effective on the effective date of the Policy unless a different date is set forth below.	Policy Number	<input type="checkbox"/> Additional <input type="checkbox"/> Return Premium
05	12:01 AM on 7/12/2021	017764-0121	N/A

OFFICE OR EXPENSE SHARING EXCLUSION

It is agreed that:

1. The definition of **you** is amended to add the following at the end thereof:

You does not include those persons or entities who have no oral or written partnership, shareholder, employment or retainer agreement with the **named insured**, and:

- a. who share expenses or office space with the **named insured**; and
- b. are deemed to be the partners, officers, directors, employees, associates, managers or members of the **named insured** solely by operation of law.

2. The section entitled **Exclusions** is amended to add the following at the end thereof:

Without in any way limiting the forgoing paragraph of this endorsement, this policy does not apply to any **claim** based on, or arising out of any actual or alleged act, error or omission committed by the following persons or entities:

Any lawyer, officer, director or employee of any law firm or other business entity that is not the named insured but that shares expenses or office space with the named insured.

All other provisions of the Policy remain unchanged.



Endorsement No.	This endorsement is effective on the effective date of the Policy unless a different date is set forth below.	Policy Number	<input type="checkbox"/> Additional <input type="checkbox"/> Return Premium
06	12:01 AM on 7/12/2021	017764-0121	N/A

SPECIFIC ATTORNEY PRIOR ACTS EXCLUSION

It is agreed that this policy does not apply to any **claim** based upon or arising out of a **wrongful act** by any attorney listed below that took place prior to the date set forth opposite such attorney's name.

Attorney	Date
----------	------

Alissa Cooley

01/01/2017

All other provisions of the Policy remain unchanged.



AXIS PRO[®] LAWYERS PROFESSIONAL LIABILITY INSURANCE POLICY

THIS IS A CLAIMS MADE POLICY. IT APPLIES ONLY TO THOSE CLAIMS THAT ARE FIRST MADE DURING THE POLICY PERIOD AND ANY APPLICABLE EXTENDED REPORTING PERIOD, AS THOSE TERMS ARE DESCRIBED IN THIS POLICY. PLEASE REVIEW THIS POLICY CAREFULLY AND DISCUSS THIS COVERAGE WITH YOUR INSURANCE AGENT OR BROKER.

EXCEPT AS OTHERWISE SET FORTH IN THIS POLICY, CLAIM EXPENSES REDUCE THIS POLICY'S LIMITS OF LIABILITY AND ARE SUBJECT TO THE POLICY'S DEDUCTIBLE.

Preface

The terms **we**, **us**, and **our** refer to the company issuing this policy as stated in the Declarations, and the terms **you** and **your** refer to those persons or entities insured as further defined in this policy. The **named insured**, incorporated within the terms **you** and **your**, has special duties and responsibilities, which are described in the policy.

Various terms used in this policy have special definitions. Words in **bold** are defined in the Definitions section of this policy. Titles are provided for informational purposes only and do not have special meanings.

This policy is organized into the following sections:

Preface
Coverage
Definitions
Special Benefits
Territory
Exclusions
Limits of Liability & Deductible
Defense of Claims
Claims
Extended Reporting Periods
Conditions

There are exclusions and conditions that apply to the coverage provided by this policy. Please read the entire policy carefully.

Coverage

In consideration of the premium paid, **your** payment of the deductible, and in reliance upon the statements made by the **named insured** in the application and supplementary information provided by the **named insured**, and subject to the limits of liability and all other terms, conditions, and exclusions of this policy:

We agree to pay on **your** behalf all **damages**, in excess of the deductible and up to the limits of liability stated in the Declarations, that **you** become legally obligated to pay as a result of any **claim** first made against **you** during the **policy period** or any applicable **extended reporting period** alleging **you** or a person for whom **you** are legally liable committed a **wrongful act**, provided that:

1. such **wrongful act** was first committed on or after the retroactive date set forth in the Declarations, if any, but before the end of the **policy period**;

2. prior to the effective date of the first Lawyers Professional Liability Insurance Policy issued by **us** to the **named insured** and continuously renewed and maintained in effect to the inception of this **policy period**:
 - a. **you** did not give notice to a prior insurer of a **related claim**;
 - b. **you** did not give notice to a prior insurer of the **wrongful act** giving rise to the **claim** or any **related wrongful act**; and
 - c. **you** had no reasonable basis to believe you had committed a **wrongful act**; and
3. such **claim** is reported to **us** in writing in accordance with the **Notice of Claim** provision of this policy.

We will also pay **claim expenses** as set forth in the section entitled **Limits of Liability & Deductible**.

Definitions

Whether expressed in the singular or plural, whenever appearing in bold in this policy, the following terms shall have the meanings set forth below.

Bodily injury means physical injury, sickness, disease or death of any person. **Bodily injury** shall also mean mental anguish, including emotional distress, shock or fright, whether or not resulting from physical injury, sickness, disease or death of any person.

Claim means a written demand received by **you** for monetary or non-monetary relief, including the service of suit or institution of arbitration proceedings against **you**. A **claim** is deemed made when such demand or service is first received by any of **you**.

Claim expenses means:

- a. reasonable and necessary fees charged by any lawyer designated by **us**;
- b. reasonable and necessary fees and expenses charged by any lawyer selected by **you** as independent counsel, if a conflict of interest exists and applicable law permits **you** to select such independent counsel and requires **us** to pay for such independent counsel;
- c. all other fees, costs and expenses resulting from the investigation, adjustment, defense and appeal of a **claim**, if incurred by **us**;
- d. all costs allocated to **you** in suits or proceedings and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before **we** have paid or tendered or deposited the amount of such judgment, whether in court or otherwise, but only as respects that part of the judgment which does not exceed the limit of **our** liability thereof; and
- e. premiums on appeal bonds and premiums on bonds to release attachments in such suits, but not for bond amounts in excess of the applicable limit of liability of this policy. **We** shall have no obligation to pay for or furnish any bond.

However, **claim expenses** does not include salary charges of **our** regular employees or officials. **Claim expenses** does not include **your** fees, costs or expenses.

Damages means a monetary judgment or settlement. **Damages** does not include:

- a. fines or statutory penalties, sanctions whether imposed by law or otherwise, or any amount awarded or assessed against **you** in any **claim**;

- b. the return of or restitution of legal fees, costs and expenses;
- c. punitive or exemplary damages, or the multiplied portion of multiplied **damages**;
- d. amounts for which **you** are not financially liable or which are without legal recourse to **you**;
- e. the cost of re-performing or completing any **professional legal services**, or the cost of compliance with an injunction or any other non-monetary relief; or
- f. any amounts which may be deemed uninsurable under applicable law.

Disciplinary proceeding means a formal investigation or proceeding regarding **your** adherence to professional standards of conduct in the performance of **professional legal services** before a court, state licensing board, peer review committee, bar association, or other regulatory body.

Extended reporting period means the designated period of time after the cancellation or non-renewal of the **policy period** for reporting **claims** to **us** that are made against **you** during such period of time, provided that such **claims** arise out of **wrongful acts** that first take place on or after the retroactive date and before the end of the **policy period**.

Named insured means any person or entity designated in the Declarations, including the **predecessors** of any such person or entity.

Organization means a corporation, partnership, association, trust or fund (including a pension, welfare, profit sharing, mutual or investment fund or trust), or any other business enterprise or charitable organization of any kind or nature.

Personal injury means

- a. false arrest, humiliation, detention or imprisonment, wrongful entry, eviction or other invasion of private occupancy, abusive litigation (criminal or civil), abuse of process, or malicious prosecution;
- b. a publication or utterance of a libel or slander or other defamatory or disparaging material; or
- c. a publication or utterance in violation of an individual's right of privacy.

Policy period means the period from the effective date of this policy to the policy expiration date as set forth in the Declarations or its earlier termination date, if any.

Predecessor means an entity that, prior to the effective date of this policy, is dissolved or inactive and is no longer performing **professional legal services**, and:

- a. more than fifty percent (50%) of such entity's assets have been assigned or transferred to the **named insured**; or
- b. at least fifty percent (50%) of the principals, owners, officers, or partners of such entity have joined the **named insured**.

Professional legal services means legal services performed for others as:

- a. a lawyer;
- b. a notary public;

- c. an arbitrator;
- d. a mediator;
- e. a title insurance agent;
- f. a designated issuing lawyer to a title insurance company;
- g. a court-appointed fiduciary;
- h. a member of a bar association, ethics, peer review, formal accreditation or licensing, or similar professional board or committee;
- i. an author, strictly in the publication or presentation of legal research papers or similar legal materials and only if the fees generated from such work are not greater than ten thousand dollars (\$10,000); or
- j. an administrator, conservator, receiver, executor, trustee, guardian, or any similar fiduciary capacity.

Services performed by **you** in a lawyer-client relationship on behalf of one or more clients shall be deemed for the purpose of this section to be **professional legal services** in **your** capacity as a lawyer, although such services could be performed wholly or in part by nonlawyers.

Property damage means injury to or destruction of any tangible property or loss of use therefrom. Tangible property does not include currency and negotiable instruments.

Related claims means all **claims** arising out of a single **wrongful act** or arising out of **related wrongful acts**.

Related wrongful acts means all **wrongful acts** that are logically or causally connected by any common fact, circumstance, situation, transaction, event, advice or decision.

Totally and permanently disabled means that **you** have become so disabled as to be wholly prevented from performing **professional legal services**, provided that such disability:

- a. has existed continuously for more than six (6) months; and
- b. is expected to be continuous and permanent;

as determined and documented by **your** licensed treating physician. However, **totally and permanently disabled** shall not mean any condition which occurred:

- a. as a result of war or acts of war, whether or not declared; or
- b. during active service in the armed forces of any country.

We, us, our and **ours** refer to the company issuing this insurance, as stated in the Declarations.

Wrongful act means any act, error, omission or **personal injury** committed in the performance of **professional legal services**.

You means the **named insured** and the persons or entities described below:

- a. any lawyer, partnership, limited liability partnership, professional corporation or professional association, limited liability company or limited liability partnership who, as of the inception date of the policy, is a partner, officer, director, stockholder-employee, associate, manager, member or employee of the **named insured**;
- b. any lawyer, partnership, limited liability partnership, professional corporation or professional association, limited liability company or limited liability partnership who:
 - i. after the inception date of the policy and prior to its termination, becomes a partner, officer, director, stockholder-employee, associate, manager, member or employee of the **named insured**;
 - ii. was previously affiliated with the **named insured** as a partner, officer, director, stockholder-employee, associate, manager, member or employee of the **named insured**;
 - iii. is acting as "of counsel" to the **named insured**; or
 - iv. is acting as an independent contractor or on a per diem basis to the **named insured**;but only for **professional legal services** performed on behalf of the **named insured** during the time of such affiliation. Those of **you** who qualify for and elect a non-practicing **extended reporting period** shall be considered within the definition of **you** as set for the in paragraph a. above; and
- c. each nonlawyer employee who was, is, or becomes an employee of the **named insured**, but only while acting within the scope of employment on behalf of the **named insured** at the time of such employment.

Your means belonging to **you**.

Special Benefits

1. Claim Expenses.

- a. The first two thousand five hundred dollars (\$2,500) of **claim expenses** incurred by **us** for each **claim** shall not be subject to the deductible and shall erode the limits of liability.
- b. If the "each **claim**" limit of liability stated in the Declarations is less than five hundred thousand dollars (\$500,000), one hundred thousand dollars (\$100,000) of **claim expenses** paid in excess of the amount set forth in a. above for each such **claim** is subject to the deductible and is in addition to, and shall not erode, the limits of liability.
- c. If the "each **claim**" limit of liability stated in the Declarations is at least five hundred thousand dollars (\$500,000) but is less than two million dollars (\$2,000,000), two hundred fifty thousand dollars (\$250,000) of **claim expenses** paid in excess of the amount set forth in a. above for each such **claim** is subject to the deductible and is in addition to, and shall not erode, the limits of liability.
- d. If the "each **claim**" limit of liability stated in the Declarations is two million dollars (\$2,000,000) or more five hundred thousand dollars (\$500,000) of **claim expenses** paid in excess of the amount set forth in a. above for each such **claim** is subject to the deductible and is in addition to, and shall not erode, the limits of liability.

2. **Disciplinary Proceeding Defense Cost Reimbursement.** If a **disciplinary proceeding** is brought against **you** during the **policy period**, **we** will reimburse reasonable attorneys fees and expenses **you** pay a third party for legal advice and representation to **you** in such matters, as well as reasonable costs, expenses and fees **you** incur to respond to or prepare **your** defense. **Our** determination as to the reasonableness of such fees, costs and expenses will be conclusive. **We** will not pay fines, penalties, sanctions, or any other amounts awarded against you in any **disciplinary proceeding**.

You must provide written notice to **us** as soon as practicable after receipt of the notice of **disciplinary proceeding** at the address stated in the Declarations, but no later than sixty (60) days after the expiration of the **policy period**. No **extended reporting period** shall be available as respects coverage for **disciplinary proceedings**.

The most **we** will reimburse **you** for any one **disciplinary proceeding** is twenty-five thousand dollars (\$25,000). The most **we** will reimburse during the policy period, if applicable, for all **disciplinary proceedings** is one hundred thousand dollars (\$100,000) in the aggregate. Any reimbursement made pursuant to this provision will be in addition to the limits of liability set forth in the Declarations.

Notwithstanding the foregoing, this provision shall not apply to any **disciplinary proceeding** arising out of a **wrongful act** occurring prior to the **policy period** if, prior to the inception date of the first Lawyers Professional Liability Insurance Policy issued by **us** to the **named insured** and continuously renewed and maintained in effect to the inception of this **policy period**, **you**:

- a. gave notice to any prior insurer of the **wrongful act**; or
 - b. if **you** had a reasonable basis:
 - i. to believe that **you** had committed a **wrongful act**, breached a professional duty, violated a disciplinary rule or engaged in professional misconduct; or
 - ii. to foresee that a **disciplinary proceeding** would be made against **you**.
3. **Loss of Earnings.** If **we** request in writing that **you** attend a trial, hearing, or arbitration proceeding in the course of defending, investigating or settling a **claim**, **we** will pay **you** up to one thousand dollars (\$1,000) per day for **your** loss of earnings for each such day or part thereof you attend. The most **we** will pay under this provision is ten thousand dollars (\$10,000) for each **claim**, regardless of how many days of attendance are requested or how many of **you** attend such proceedings, and fifty thousand dollars (\$50,000) in the aggregate for all **claims** made during the **policy period** or **extended reporting period**, if applicable. Any payment made pursuant to this provision will be in addition to the limits of liability set forth in the Declarations.
4. **Reduced Deductible for Arbitrated or Mediated Claims.** **We** have the right to submit a **claim** to binding arbitration or mediation; however, no **claim** shall be submitted to arbitration without **your** prior written consent. If you consent to submit a **claim** made against **you** to binding arbitration or mediation upon **our** request, and agree with the terms and conditions **we** specify as respects such arbitration or mediation, **we** will reduce the deductible stated in the Declarations by fifty percent (50%). However, in the case of mediation, the maximum dollar amount by which the deductible will be reduced under this special benefit is two thousand five hundred dollars (\$2,500).
5. **Subpoena Assistance.** In the event **you** receive a subpoena during the **policy period** for the production of documents or to compel testimony, **we** will, upon **your** request, have the right and obligation to select counsel to provide legal advice and representation to **you** with respect to the subpoena. **We** shall pay such counsel's reasonable attorneys fees and expenses, excluding any disbursements; provided that the subpoena:

- a. is not received in connection with a **claim** otherwise covered under this policy; and
- b. is not in connection with a lawsuit for which you have been engaged to provide advice or testimony.

No **extended reporting period** shall be available as respects coverage for subpoena assistance.

The maximum aggregate amount payable for all such legal fees covered under this additional coverage, regardless of the number of subpoenas or how many of **you** receive subpoenas, shall be twenty-five thousand dollars (\$25,000) in the aggregate. Such fees incurred under this additional coverage provision shall be in addition to the aggregate limits of liability set forth in the Declarations.

Any notice **you** give to **us** of such subpoena shall be deemed notification of a potential **claim** under the **Discovery Clause** of this policy.

Territory

The insurance afforded applies to **Wrongful Acts** occurring worldwide, to the extent permissible by law.

Exclusions

1. **Bodily Injury and Property Damage.** This policy does not apply to any **claim** based upon or arising out of **bodily injury** or **property damage** unless such **bodily injury** or **property damage** would not have otherwise occurred directly or indirectly but for **your** performance of **professional legal services**, and no other cause or circumstance contributed to the loss, including but not limited to the negligence of a third party, and if:
 - a. such **bodily injury** or **property damage** takes place on premises occupied by the **named insured**;
 - b. such **bodily injury** does not happen to **you** and such **property damage** does not occur to any property owned by **you**;
 - c. the liability for such **claim** does not arise directly or indirectly out of any obligation under any workers' compensation, disability benefits or unemployment compensation law or any similar law;
 - d. such **bodily injury** or **property damage** does not arise out of actual, alleged or threatened pollution; and
 - e. the liability for such **claim** does not arise directly or indirectly out of the use, ownership, and/or maintenance of owned, nonowned, hired, rented, or loaned automobiles, trucks, aircraft or watercraft by **you**.

However, this exclusion does not apply to mental anguish, including emotional distress, shock or fright caused by **personal injury**.

2. **Certain Services and Capacities.** This policy does not apply to any **claim** against **you** in **your** capacity as:
 - a. an officer, director, partner, manager, operator, or employee of an **organization** other than of the **named insured**;
 - b. a public official, or an employee of a governmental body, subdivision, or agency;

c. a fiduciary under the Employee Retirement Income Security Act of 1974 and its amendments thereto, or similar federal, state, local or common law, or any regulation or order issued pursuant thereto, except if **you** are deemed to be a fiduciary solely by reason of legal advice rendered with respect to an employee benefit plan.

3. **Equity Interests.** If a person insured under this policy owns alone or together with his or her spouse or **Domestic Partner**, ten percent (10%) or more of the issued and outstanding shares, units or other portions of the capital of an **organization**, and that person simultaneously provides **professional legal services** with respect to such an **organization**, this policy will provide no coverage to that person for any **claims** based upon or arising out of such **professional legal services**.

If the collective equity interest of:

- a. all persons and entities insured under this policy;
- b. spouses of persons insured under this policy; and
- c. the **named insured**

is thirty-five percent (35%) or more of the issued and outstanding shares, units or other portions of the capital of an **organization**, and any person insured simultaneously provides **professional legal services** with respect to such an **organization**, this policy will provide no coverage to any person insured or to the **named insured** for any **claims** that result therefrom.

4. **Fraudulent, Criminal, Malicious, Deliberately Wrongful Acts, or Omissions.** This policy does not apply to any **claim** based upon or arising out of any dishonest, fraudulent, criminal, malicious or deliberately wrongful acts or omissions committed by **you**.

This exclusion shall not apply to a **claim** until and unless such conduct is evidenced by any judgment, final adjudication, alternate dispute resolution proceeding or written admission by **you**.

This exclusion does not apply to those of **you** who did not personally commit, personally participate in committing, or remain passive after learning about one or more of the acts or omissions described in this exclusion. However, **our** obligation to provide coverage in any such case shall be excess of the deductible and excess of the full extent of any assets in the **named insured**, or monetary value attributed to such assets, of anyone to whom this exclusion applies.

This exclusion shall not apply to **claims** alleging **personal injury**.

5. **Insured versus Insured.** For the purpose of this exclusion, the term "insured" shall mean "**you**." This policy does not apply to any **claim** made by one or more insured against another insured unless an attorney/client relationship exists between such insureds.
6. **Status as Beneficiary or Distributee.** This policy does not apply to any **claim** made against **you** in **your** capacity as a beneficiary or distributee of any trust or estate.

Limits of Liability & Deductible

1. **Claim Expenses.** **Claim expenses** paid under this policy shall reduce this policy's limits of liability and are subject to the policy's deductible. However, subject to specific conditions and limitations, some **claim expenses** shall not be subject to the limits of liability nor to the deductible as fully described in the **Special Benefits** section of the policy.

2. **Limits of Liability – Each Claim.** The most **we** will pay for **damages** and **claim expenses** for each **claim**, in excess of the deductible, is specified as “each claim” in the limits of liability section of the Declarations and is subject to the amount specified as “aggregate” in the limits of liability section of the Declarations.
3. **Limits of Liability – Aggregate.** The most **we** will pay for **damages** and **claim expenses** for all **claims** is specified as “aggregate” in the limits of liability section of the Declarations.
4. **Deductible.** The deductible stated in the Declarations is the total amount of **your** liability for each **claim** and applies to the payment of **damages** and **claim expenses**, except as otherwise permitted in the **Special Benefits** section of this policy. The limits of liability are in addition to and in excess of the deductible. The deductible shall be paid by the **named insured**, or upon the **named insured’s** failure to pay, jointly and severally by all of **you**.
5. **Multiple Policies Issued by Us Covering the Same Claim.** If two (2) or more policies of Lawyers Professional Liability Insurance issued by **us** covering **you** apply to the same **claim** or **claims** for which **you** are jointly and severally liable, **we** shall not be liable under this policy for a greater proportion of such **damages** than **our** liability under this policy bears to **our** total liability under all applicable valid and collectible insurance issued by **us**, provided that **we** shall not pay on **your** behalf any sum that exceeds the limit of liability of that policy issued by **us** that has the highest applicable limits of liability. In such circumstances, **you** will not be responsible under this policy for a greater proportion of the deductible than **your** responsibility under this policy bears to **your** total responsibility for all applicable deductibles, provided that **you** will not be responsible for any amount that exceeds the deductible of that policy issued by **us** that has the highest applicable deductible.
6. **Multiple Insureds, Claimants and Related Claims.**
 - a. **Multiple Insureds, Claimants.** Neither the making of a **claim** against more than one of **you** nor the making of **claims** by more than one person or entity shall operate to increase **our** limits of liability.
 - b. **Related Claims.** All **related claims**, whenever made, shall be considered first made during the **policy period** or any applicable extended reporting period in which the earliest **claim** arising out of such **wrongful acts** was first made and reported to us. Further, all **related claims** shall be treated as a single **claim** and shall be subject to a single “each claim” limit of liability.

Defense of Claims

We have the right and duty to defend any **claim** against **you** including the appeal thereof seeking **damages** to which this insurance applies even if any of the allegations are groundless, false, or fraudulent.

We have the right to appoint counsel on **your** behalf to defend, investigate, and, with **your** written consent, settle such **claim** covered by the terms of this policy. If **we** recommend a settlement of a **claim** which is acceptable to the claimant, and **you** refuse to consent to such settlement, then **our** obligation to pay **damages** and **claim expenses** on account of such **claim**, shall not exceed the sum of:

1. the amount for which **we** could have settled such **claim**, plus **claim expenses** incurred up to the date of **your** refusal to consent to such settlement; and
2. fifty percent (50%) of **damages** and **claim expenses** incurred in connection with such **claim** in excess of the amount referenced in paragraph 1. above. All remaining **damages** and **claim expenses** shall be borne by **you** uninsured and at **your** own risk.

However, in no event shall **our** liability exceed the applicable limits of liability.

We are not obligated to investigate, defend, pay or settle, or continue to investigate, defend, pay or settle a **claim** after the applicable limit of liability has been exhausted by payment of **damages** and/or **claim expenses**, or after **we** have deposited the remaining available limits of liability into a court of competent jurisdiction. In such case, **we** shall have the right to withdraw from the further investigation, defense, payment or settlement of such **claim** by tendering control of such investigation or defense to **you**.

Claims

1. **Notice of Claims.** **You** must give **us** written notice of any **claims** made against **you** as soon as practicable but not later than sixty (60) days after expiration of the **policy period** or any applicable **extended reporting period**. In the event suit is brought against **you**, **you** must immediately forward to **us** every demand, notice, summons, complaint or other process received directly or by **your** representatives. Written notice of any claim against **you**, as well as of each demand on or action against **us**, must be delivered to **us** at the address stated on the Declarations.

All notices to **us** must be in writing. Notice given by or on behalf of **you** to **our** agent shall be considered notice to **us**.

2. **Discovery Clause.** Should **you** first become aware during the **policy period** of a **wrongful act** for which coverage is otherwise provided hereunder, and should **you** give written notice to **us** of:
 - a. the specific **wrongful act**;
 - b. the injury or **damage** which has resulted or may result from such **wrongful act**; and
 - c. the circumstances by which **you** first became aware of such **wrongful act**,

then any **claim** that may subsequently be made against **you** arising out of such **wrongful act** shall be deemed for the purposes of this insurance to have been made during the policy period in which such notice was given to **us**.

3. **Assistance and Cooperation.** **You** must cooperate with **us** in the investigation, defense and settlement of **claims** or related matters, including:
 - a. submitting to examination and interrogation by **our** representative at **our** request, under oath if required;
 - b. attending hearings, depositions and trials, securing and giving evidence, obtaining the attendance of witnesses, and effecting settlement; and
 - c. giving of written statements to **our** representatives, including investigating and coverage counsel, and meeting with such representatives for the purpose of investigation, including the investigation of coverage issues or defense;

all without charge to **us** unless otherwise permitted in the section entitled **Special Benefits**. **You** must further cooperate with **us** and do whatever is necessary to secure and effect any rights of indemnity, contribution or apportionment that **you** may have. **You** must not, except at **your** own cost, make any payment, admit any liability, settle any **claims**, assume any obligation or incur any expense without **our** prior written consent.

4. **False or Fraudulent Claims.** If **you** commit fraud in submitting any **claim** under this policy as regards amount or otherwise, the insurance provided under this policy shall become void as to **you** from the date such fraudulent **claim** is submitted.

Extended Reporting Periods

This section of the policy sets forth the **extended reporting periods** that may be available to **you** under this policy. No **extended reporting period** shall be construed to be a new policy and any **claim** submitted during an **extended reporting period** shall be subject to the policy's terms and conditions except as specifically set forth below. All **claims** made during an **extended reporting period** must be reported in accordance with the provision entitled **Notice of Claims**.

1. **Automatic Extended Reporting Period.** If the **named insured** or **we** do not renew this policy, or **we** cancel this policy for reasons other than for non-payment of premium, **we** will provide the **named insured** with an automatic, non-cancelable sixty (60) day **extended reporting period**. This automatic **extended reporting period** terminates sixty (60) day after the end of the **policy period**. The limits of liability applicable to **claims** made during the automatic **extended reporting period** shall be part of and not in addition to the limits of liability set forth on the Declarations.

No automatic **extended reporting period** shall be available if the **named insured** obtains another lawyers professional liability insurance policy that applies to such **claim** within sixty (60) days immediately following the end of the **policy period**.

2. **Optional Extended Reporting Period.**

- a. **Eligibility.** If the **named insured** or **we** do not renew this policy, or **we** cancel this policy for reasons other than for non-payment of premium, then the **named insured** shall have the option to purchase an **extended reporting period** for the time periods set forth below, provided the **named insured** notifies us, within sixty (60) days following such termination, of its desire for an optional **extended reporting period** and provided further that the **named insured** promptly pays when due any amounts owed to us. Such **extended reporting period** will incept after the termination of the automatic **extended reporting period**. If the required notice is not timely given to **us**, the right to elect an optional **extended reporting period** is waived. The optional **extended reporting period**, if purchased, shall be endorsed hereto.
- b. **Available Options.** **Extended reporting period** options are listed below with an additional premium set forth opposite each option. The additional premiums stated are a percentage of the full annual premium of this policy. The additional premium will be adjusted for any return premium owed because of cancellation or any premium owed **us** for this policy.

<u>Option</u>	<u>Additional Premium</u>
1 year	100%
2 years	135%
3 years	150%
5 years	185%
Unlimited	225%

The optional **extended reporting period** begins at the end of the automatic **extended reporting period**, if available, or upon expiration of the **policy period** whichever is earlier. At the commencement of the optional **extended reporting period**, the entire premium therefor shall be deemed earned. The optional **extended reporting period** shall not be cancelable.

- c. **Optional Extended Reporting Period Limits of Liability.** If the **named insured** purchases an optional **extended reporting period**, then **our** limit of liability for **claims** made during the optional **extended reporting period** shall be reinstated to an amount equal to the limit of liability set forth in the Declarations for this policy. For **claims** made during the **extended reporting period**, the applicable deductible set forth on the Declarations continues to apply.

3. **Non-practicing Extended Reporting Period.**

a. **Limitation.** For those of **you** who do not qualify for an unlimited non-practicing **extended reporting period** at no additional charge, the non-practicing **extended reporting period** as set forth herein shall not begin until after expiration of this **policy period**, any renewal of this policy in a series of successive renewals, or any optional **extended reporting period**.

b. **Eligibility.**

i. Death and Disability

Those of **you** who are affiliated with the **named insured** as a lawyer (other than "of counsel" or independent contractor lawyers) who during the policy period, die or become totally and permanently disabled will be automatically provided with an **extended reporting period** for an unlimited period of time at no additional premium.

ii. Retirement

Those of **you** (other than independent contractor lawyers) who, during the **policy period**, retire, or otherwise cease the private practice of law, have the option to purchase an **extended reporting period** as set forth below. The additional premiums, set forth below, are stated as a percentage of the full annual premium of this policy. Each of **you** electing this **extended reporting period** must pay the full indicated percentage.

<u>Option</u>	<u>Additional Premium</u>
1 year	100%
2 years	135%
3 years	150%
5 years	185%
Unlimited	225%

However, if **you**:

(a) retire or otherwise cease the private practice of law during the **policy period** and have been insured under a Lawyers Professional Liability Policy in the Aon Attorney's Advantage program continuously for the last three, full years; or

(b) retire or otherwise cease the private practice of law during the **policy period** and have been insured under a Lawyers Professional Liability Policy in the Aon Attorney's Advantage program continuously for one full year plus the previous three full years under a Lawyers Professional Liability Policy with a single prior insurance company.

then **you** will be provided with an **extended reporting period** for an unlimited period of time at no additional charge. Upon election of a non-practicing **extended reporting period**, the entire premium therefor shall be deemed fully earned. The non-practicing **extended reporting period** shall not be cancelable.

iii. **Your** right to a non-practicing **extended reporting period** must be exercised by notice in writing not later than sixty (60) days after the date you die, become **totally and permanently disabled**, retire or otherwise cease the private practice of law. Such notice must indicate the total extension period desired, if applicable, and must include payment of any amounts due us, if any, for such non-practicing **extended reporting period**. The non-practicing **extended reporting period** shall be endorsed hereto.

If such notice is not timely given to **us**, **you** will be deemed to have waived the right to a non-practicing **extended reporting period**.

- c. **Non-practicing Extended Reporting Period Limits of Liability.** For those attorneys who are eligible for an unlimited non-practicing **extended reporting period** at no additional charge, the limits of liability available for each **claim** and all **claims** in the aggregate are part of and not in addition to the limits of liability on the Declarations for the policy in effect when they became eligible, regardless of the number of **you** who are eligible for such **extended reporting period** or who are insured under this policy.

With respect to those attorneys who retire or otherwise leave the private practice of law and who elect a non-practicing **extended reporting period**, for which payment is required, **our** limits of liability for **claims** made during any non-practicing **extended reporting period** shall be equal to the limits of liability set forth in the Declarations for this policy and shall apply separately to each of **you** who make such election.

The deductible and deductible provisions of this policy will be waived with respect to **claims** first made against **you** during the non-practicing **extended reporting period**.

Conditions

1. **Firm Changes.** The **named insured** must give us written notice if the total number of attorneys of the **named insured** increases by more than fifty percent (50%) during the **policy period**. If the total number of attorneys is below six (6) lawyers as of the effective date of this policy, the **named insured** must give us written notice if the total number of attorneys of the **named insured** increases by more than one hundred percent (100%) during the **policy period**. In the event of a merger, dissolution or acquisition, the **named insured** must use best efforts to notify **us** at least thirty (30) days prior to the projected date of such change, but in no case shall the **named insured** provide **us** with less than five (5) days' notice. In each case, **we** will have the right to accept, alter or decline coverage for the new lawyers and to charge an additional premium.
2. **Subrogation.** In the event of any payment under this policy, **we** shall be subrogated to all **your** rights of recovery therefor against any person or entity, provided, however, **we** shall not exercise any rights of subrogation against any of **you** who did not commit the wrongdoing. **You** must execute and deliver instruments and papers and do whatever else is necessary to secure such rights and **you** must do nothing to prejudice such rights.

Any amount recovered upon the exercise of such rights of subrogation shall be applied as follows: first, to the repayment of expenses incurred toward subrogation; second, to **damages** or **claim expenses** paid by **you** in excess of the limits of liability; third, to **damages** or **claim expenses** paid by **us**; fourth, to **damages** or **claim expenses** paid by **you** in excess of the deductible; and last, to repayment of the deductible.

3. **Action Against Us.** No action shall lie against **us** unless, as a condition precedent thereto, **you** shall have fully complied with all the terms of this policy, nor until the amount of **our** obligation to pay shall have been fully and finally determined either by judgment against **you** either after judgment against **you** or by written agreement of **you**, the claimant and **us**. In the event any person or entity or the legal representative thereof has secured a judgment against **you** and such judgment remains unsatisfied after the expiration of thirty (30) days from the service of notice of entry of the judgment upon **your** attorney, or upon **you**, and upon **us**, then an action may, except during a stay or limited stay of execution against **you** on such judgment, be maintained against **us** under this policy for the amount of such judgment to the extent of the insurance afforded by this policy.

Nothing contained in this policy shall give any person or entity the right to join **us** as a co-defendant in any action against **you** to determine **your** liability.

4. **Application.** By acceptance of this policy, **you** agree that the statements in the application are personal representations to **us** for the purpose of securing this insurance policy, that they shall be deemed material, and that this policy is issued by **us** in reliance upon such representations. **You** further agree that this policy embodies all agreements existing between **you** and **us**, or any of **our** agents, relating to this insurance.
5. **Other Insurance.** This insurance shall apply in excess of any other valid and collectible insurance available to any of **you**, unless such other insurance is written only as specific excess insurance over the limits of liability of this policy.
6. **Changes.** Notice to any agent or knowledge possessed by any agent or other person acting on behalf of **us** shall not effect a waiver or a change in any part of this policy or estop **us** from asserting any right under the terms of this policy, nor shall the terms of this policy be waived or changed, except by written endorsement issued to form a part of this policy.
7. **Assignment.** Assignment of interest under this policy shall not bind **us** unless **our** consent is endorsed in writing hereon.
8. **Legal Representatives, Spouses and Domestic Partners.** The legal representatives, estate, heirs, spouse and any domestic partner of any of **you** who are natural persons shall be considered to be within the definition of **you** under this policy, provided, however, that coverage is afforded to such legal representatives, estate, heirs, spouse and domestic partner only for a **claim** arising solely out of their status as such and, with respect to a spouse or domestic partner, where such **claim** seeks amounts from marital community, jointly held property or property transferred from such insured to such spouse or domestic partner. No coverage is provided for any act, error or omission committed by any legal representative, estate, heir, spouse or domestic partner.
9. **Cancellation and Nonrenewal.** The following cancellation and nonrenewal procedures apply to this policy:

Cancellation

- a. This policy may be cancelled by the **named insured** by surrender thereof to **us** or by mailing to **us** written notice stating when thereafter such cancellation shall be effective.
- b. **We** may only cancel this policy in the event of nonpayment of premium. If **we** cancel the policy, **we** will give the **named insured** written notice of cancellation at least twenty (20) days before the effective time of cancellation. Notice of cancellation shall state the effective time of cancellation. The **Policy Period** shall end at that time.

If any controlling law requires a longer period of notice by the **Company**, the **Company** shall give such longer notice.
- c. All notices of cancellation by **us** shall be mailed to the **named insured** at the last mailing address known by **us** and shall state that the reason for the cancellation is non-payment of premium. A copy of all such notices shall be sent to **your** broker, if known. **We** shall maintain proof of mailing of such notice on a recognized U.S. Post Office form or a form acceptable to the U.S. Post Office. The mailing of notice as aforesaid shall be sufficient proof of notice.
- d. The **named insured** is authorized to act on behalf of all of **you** with respect to the giving and receiving of notice of cancellation and to the receiving of any return premium that may become payable under this policy.

- e. If the **named insured** cancels, earned premium shall be computed in accordance with the short rate table and procedure in use for this policy. If **we** cancel, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

Nonrenewal

If **we** decide not to renew this policy, **we** shall mail written notice to the **named insured** of **our** intention not to renew at least sixty (60) days, but not more than one hundred twenty (120) days, prior to the expiration date of the policy. All notices of nonrenewal shall be mailed to the **named insured** at the last mailing address known by **us** and shall state that the reasons for the nonrenewal. A copy of all such notices shall be sent to **your** broker, if known. **We** shall maintain proof of mailing of such notice on a recognized U.S. Post Office form or a form acceptable to the U.S. Post Office. The mailing of notice as aforesaid shall be sufficient proof of notice.

10. **Named Insured Sole Agent.** The **named insured** shall be **your** sole agent for the purpose of exercising or waiving any right under this policy; effecting or accepting any notices hereunder; accepting or requesting any amendments to or cancellation of this policy; consenting to settlement of **claims**; for completing applications and making statements, representations and warranties to **us**; and for the payment of any premium or receipt of any return premium that may become due under this policy.
11. **Liberalization Clause.** If, during the **policy period**, **we** adopt any standard revision to this policy form that would broaden the coverage applicable to **you** under this policy without additional premium, the broadened coverage will immediately apply to **your** policy, except, however, the broadened coverage shall not apply to **claims** first made prior to the effective date of such adoption.
12. **Bankruptcy.** **Your** bankruptcy or insolvency will not relieve **us** of **our** obligation under this insurance. However, this insurance will not apply to liability directly or indirectly due to such bankruptcy, insolvency, receivership or subsequent liquidation.

IN WITNESS WHEREOF, **we** have caused this policy to be executed and attested, but this policy shall not be valid unless countersigned on the Declarations by **our** duly authorized representative.

IMPORTANT INFORMATION

CLAIM AND OTHER MID-TERM REPORTING REQUIREMENTS

If you experience any of the following at any time during your policy period or Extended Claims Reporting Period, you must immediately advise your agent or broker in writing:

- A new Disciplinary Proceeding – defined as "...a formal investigation or proceeding regarding your adherence to professional standards of conduct in the performance of professional legal services before a court, state licensing board, peer review committee, bar association, or other regulatory body." (See the Definitions section of the policy. Disciplinary Proceedings fall under the definition of Claim and must be reported as such.)
- Firm Changes – you must give us written notice if the total number of attorneys of the named insured increases by more than fifty percent (50%) during the policy period. If the total number of attorneys is below six (6) lawyers as of the effective date of this policy, you must give written notice if the total number of attorneys of the named insured increases by more than one hundred percent (100%) during the policy period. (See the Conditions 1. Firm Changes section of the policy.)
- Firm mergers, dissolutions and acquisitions must be reported 30 days ahead if possible but no later than five (5) days before the change occurs. (See the Conditions 1. Firm Changes section of the policy.)
- Mid-term additions of the lawyers if prior acts coverage is desired for them. If you do not notify the Company, then the lawyer will have coverage only for the professional services performed on behalf of the Named Insured.

Failure to disclose changes as required by the policy may result in loss of coverage. Every insurance carrier has a different approach to underwriting and, as such, variations in policies are unavoidable. We urge you to review the new AXIS policy.

Please note that if you are aware of any known claims or incidents that could likely give rise to a claim, you must report them to AXIS Insurance as soon as practical but not later than sixty (60) days after expiration of the policy period or any applicable extended reporting period.

Written notice of any claims against you, as well as notice of each demand on or action against us, must be delivered to the following address:

AXIS Professional Lines Claims
AXIS Insurance
300 Connell Drive, Suite 8000
P.O. Box 357
Berkeley Heights, NJ 07922-0357
Email: AttysAdvClaimNoticeBH@axiscapital.com

Risk Management Resources

We are pleased to provide the following resources to Aon Attorneys Advantage Professional Liability Insurance policyholders:

Lawyers Risk Management Resource Center

The Resource Center is a website jointly created by Aon Affinity, AXIS Insurance and leading national law firm, Wilson Elser LLP. This online tool is designed to help your law firm adopt a proactive approach to risk management that may help reduce your professional liability exposures.

The Resource Center includes information and resources related to risk management, professional ethics and best practices, including:

- Three *FREE* continuing legal education credit hours
- Insightful articles on current legal issues
- A library of letter templates to assist with client representation
- 50-state surveys on topics such as punitive damages, liquor liability and joint & several liability
- Links to state-specific resources

To access the Lawyers Risk Management Resource Center, visit www.attorneys-advantage.com and select the *Risk Management* tab. Aon Attorneys Advantage Professional Liability Insurance policyholders should use passcode **AttorneysAdvantage** to log onto the site.

Wilson Elser Risk Management Hotline

Speaking with an attorney at the outset of a potential claim can often be the most important step in achieving a positive resolution and can help alleviate your anxiety.

The Hotline provides Aon Attorneys Advantage Professional Liability Insurance policyholders with:

- Up to two *FREE* hours of confidential legal consultation from attorneys with extensive experience in lawyers professional liability
- Assistance on a vast array of legal issues, including pre-claim counseling, contract provision reviews and risk management counseling

In today's litigious environment, where even a small error can result in a claim, this free legal service is a valuable resource for Aon Attorneys Advantage policyholders.

Call the Wilson Elser Risk Management Hotline toll free at **844-ATTY-ADV** (844-288-9238). All calls will be returned within 24 hours.



Call the Hotline toll free at **844-ATTY-ADV** (844-288-9238).

All calls will be returned within 24 hours.



Aon Attorneys Advantage

One Federal Street, 20th Floor, Boston, MA 02110 | 800-695-2970 | www.attorneys-advantage.com

*The Lawyers Risk Management Resource Center website is not intended to provide legal advice for a specific situation or to create an attorney-client relationship unless otherwise noted. The Wilson Elser Risk Management Hotline is not a substitute for reporting a claim. To be eligible for coverage, claims must be reported using the procedures set forth in your insurance policy.

All coverage descriptions or highlights are for informational purposes only and do not provide a complete summary of coverage. Consult the applicable insurance policy for specific terms, conditions, limits, limitations and exclusions to coverage. Coverage is underwritten by a member company of the AXIS group of insurance companies. Coverage may not be available to all insureds and may not be available in all states and jurisdictions.

Wilson Elser has agreed to provide the Lawyers Risk Management Resource Center and Hotline as services to Aon Attorneys Advantage. By using these services, Aon Attorneys Advantage policyholders acknowledge that Wilson Elser is not their attorney and that no attorney-client relationship is created between Wilson Elser and the Aon Attorneys Advantage policyholder.

Aon Affinity is the brand name for the brokerage and program administration operations of Affinity Insurance Services, Inc.; (TX 13695); (AR 100106022); in CA & MN, AIS Affinity Insurance Agency, Inc. (CA 0795465); in OK, AIS Affinity Insurance Services Inc.; in CA, Aon Affinity Insurance Services, Inc., (CA 0G94493), Aon Direct Insurance Administrators and Berkely Insurance Agency and in NY, AIS Affinity Insurance Agency.

© 2015 Affinity Insurance Services, Inc.

F-11082-0115

Steve Sisolak
Governor



Marcie Ryba
Executive Director

Jarrod Hickman
Deputy Director

Patrick McGinnis
Deputy Director

**STATE OF NEVADA
DEPARTMENT OF INDIGENT DEFENSE SERVICES**

896 West Nye Lane, Suite 202 | Carson City, NV 89703-1578
Phone: (775) 687-8490 | dids.nv.gov

March 22, 2021

Mr. Martin Hart
Law Offices of Martin Hart, LLC
526 South Seventh Street
Las Vegas, Nevada 89101

RE: Application for list of eligible providers

Dear Mr. Hart,

Thank you for submitting your application for inclusion on the Department's list of eligible indigent defense providers. In turn, counties will use the list to select counsel for contracts or panels of appointed counsel as part of their plan for indigent defense services. NRS 260.070. County plans will be submitted to the Board of Indigent Defense Services by September 3, 2021. Until plans are submitted and approved, it is anticipated that appointments will occur in the usual manner.

Date of Application: March 11, 2021

Jurisdictions: Lincoln, Nye

Categories Approved: (1) Misdemeanor; (2) Gross Misdemeanor and Category E, D, C, and B (for which the maximum penalty is 10 years or less) felonies; (3) Category B (for which the maximum penalty is 10 years or more) and non-capital Category A felonies; (4) Direct Appeals – Capital; and (5) Direct Appeals – Non-Capital.

Please note that approval for a capital case category indicates that the Department has reviewed for SCR 250's experience requirements only and does not seek to replace, substitute, or supersede any judicial finding or determination required under that rule.

If you disagree with this determination, you may submit a request for reconsideration within 30 days of receipt of this notice. Please include the basis for the reconsideration in the request. The Board of Indigent Defense Services will review any request for reconsideration submitted at the next scheduled meeting.

Sincerely,

\s\Jarrod Hickman
Jarrod Hickman
Deputy Director



THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

March 23, 2022

For Informational Purposes
526 S 7TH ST
LAS VEGAS NV 89101-6904

Account Information:

Policy Holder Details :	THE LAW OFFICES OF MARTIN HART, LLC
--------------------------------	--



Contact Us

Need Help?

Start a live chat online or call us at
(866) 467-8730.

We're here weekdays from 8:00 AM to
8:00 PM ET.

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,
Your Hartford Service Team



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/23/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ASPEN INSURANCE SERVICES INC 53601220 2810 W CHARLESTON BLVD STE 80 LAS VEGAS NV 89102	CONTACT NAME:														
	PHONE (775) 324-5583 (A/C, No, Ext):	FAX (775) 324-5398 (A/C, No):													
	E-MAIL ADDRESS:														
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC#</th> </tr> <tr> <td>INSURER A : Sentinel Insurance Company Ltd.</td> <td>11000</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE	NAIC#	INSURER A : Sentinel Insurance Company Ltd.	11000	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :
INSURER(S) AFFORDING COVERAGE	NAIC#														
INSURER A : Sentinel Insurance Company Ltd.	11000														
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE AGGREGATE
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			53 WEC KO9311	02/25/2022	02/25/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE -EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Those usual to the Insured's Operations.

CERTIFICATE HOLDER For Informational Purposes 526 S 7TH ST LAS VEGAS NV 89101-6904	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Suan J. Castaneda</i>

© 1988-2015 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/5/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER Aspen Insurance Services 3230 S Valley View Blvd Suite 110 Las Vegas NV 89102	CONTACT NAME: PHONE (A/C, No, Ext): 702-362-5454 E-MAIL ADDRESS: janelles@aspenlv.com	FAX (A/C, No): 702-362-9702
	INSURER(S) AFFORDING COVERAGE	
INSURED The Law Offices of Martin Hart LLC 526 S. 7th Las Vegas NV 89101	INSURER A: Hartford	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below			53 WEC KO9311	02/25/2022	02/25/2023	<input type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Douglas County Manager Post Office Box 218 Minden, Nevada 89423	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

© 1988-2015 ACORD CORPORATION. All rights reserved.

COPY

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

29th day of APRIL, 20 22

By Emmy I. Ormrod Deputy