



togetherforbetter

## CLARK COUNTY, NEVADA

CBE NO. 607139-24

### SMOG-FREE CLARK COUNTY VEHICLE REPAIR PROGRAM

<b>VALLEY CAN</b>
NAME OF FIRM
Todd Ferrara, Board President
DESIGNATED CONTACT, NAME AND TITLE (Please type or print)
921 11 <sup>th</sup> Street, Suite 220 Sacramento, California 95814
ADDRESS OF FIRM INCLUDING CITY, STATE AND ZIP CODE
(916) 273-8886
(AREA CODE) AND TELEPHONE NUMBER
<a href="mailto:tferrara@teionranch.com">tferrara@teionranch.com</a>
E-MAIL ADDRESS

## SMOG-FREE CLARK COUNTY VEHICLE REPAIR PROGRAM

This Contract is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2024, by and between CLARK COUNTY, NEVADA, ON BEHALF OF THE DEPARTMENT OF ENVIRONMENT AND SUSTAINABILITY (hereinafter referred to as COUNTY), and VALLEY CAN (hereinafter referred to as PROVIDER), for SMOG-FREE CLARK COUNTY VEHICLE REPAIR PROGRAM (hereinafter referred to as PROGRAM).

## WITNESSETH:

WHEREAS, PROVIDER has the personnel and resources necessary to accomplish the PROGRAM within the required schedule and budget, including all travel, lodging, meals and miscellaneous expenses; and

WHEREAS, PROVIDER has the required licenses and/or authorizations pursuant to all federal, State of Nevada and local laws in order to conduct business relative to this Contract.

NOW, THEREFORE, COUNTY and PROVIDER agree as follows:

**SECTION I: TERM OF CONTRACT**

COUNTY agrees to retain PROVIDER for the period from August 1, 2024 through September 15, 2025, with the option to renew for 2, one-year periods subject to the provisions of Sections II and VIII herein. During this period, PROVIDER agrees to provide services as required by COUNTY within the scope of this Contract. COUNTY reserves the right to extend the Contract for an additional six (6) months at no cost for its convenience.

**SECTION II: COMPENSATION AND TERMS OF PAYMENT**A. Compensation

COUNTY agrees to pay PROVIDER for the performance of services described in the Scope of Work (Exhibit A) for the not-to-exceed amount of \$860,000 annually. COUNTY'S obligation to pay PROVIDER cannot exceed the not-to-exceed amount. It is expressly understood that the entire work defined in Exhibit A must be completed by PROVIDER and it shall be PROVIDER'S responsibility to ensure that hours and tasks are properly budgeted so the entire PROGRAM is completed for the said fee. The not-to-exceed annual amount is detailed below:

1. **Basic Services.** For the services to be performed by CONTRACTOR under this Scope of Work the COUNTY agrees to pay the CONTRACTOR the fixed fee in the amount of **\$250,000 annually** for Basic Services as detailed in **Exhibit D - Milestone/Deliverable/Invoicing Schedule Table**.
2. **Additional Services.** For any services not set forth in the Exhibit D, CONTRACTOR shall receive prior written approval for any additional services. Upon receiving written approval from COUNTY Designated Point of Contact, COUNTY will pay up to the not to exceed amount of **\$25,000 annually**.
3. **Vehicle Repair Voucher Reimbursements.** The maximum not-to-exceed amount per vehicle is \$975, and not to exceed **\$585,000 annually** for vehicle repair voucher reimbursement. Any remaining amount for vehicle repair voucher redemption reimbursement will be rolled and added to the to the next renewal period; the total for all vehicle repair voucher redemption reimbursements through all renewals and extensions shall not-to-exceed the total amount of \$1,755,000.

B. Milestone Payments

PROVIDER will be entitled to periodic payments for work completed in accordance with the completion of tasks in Exhibit D, Milestone/Deliverable/Invoicing Schedule.

C. Terms of Payments

1. Each invoice received by COUNTY must include a Progress Report based on actual work performed to date in accordance with the completion of tasks indicated in Exhibit A, Scope of Work and Exhibit D, Milestone/Deliverable Invoicing Schedule.
2. Payment of invoices will be made within thirty (30) calendar days after receipt of an accurate invoice that has been reviewed and approved by COUNTY.
3. COUNTY, at its discretion, may not approve or issue payment on invoices if PROVIDER fails to provide the following information required on each invoice:
  - a. The title of the PROGRAM as stated in Exhibit A, Scope of Work, COUNTY'S Contract Number, PROGRAM Number, Purchase Order Number, Invoice Date, Invoice Period, Invoice Number, and the Payment Remittance Address.
  - b. Expenses not defined in, or exceeding the amounts listed in this contract, will not be paid without prior written authorization by COUNTY.
  - c. A "BUDGET SUMMARY COMPARISON" which outlines the total amount PROVIDER was awarded, the amount expended to date, the current invoice amount, the total expenditures, and the remaining award balance must accompany all invoices.
  - d. COUNTY'S representative shall notify PROVIDER in writing within fourteen (14) calendar days of any disputed amount included on the invoice. PROVIDER must submit a new invoice for the undisputed amount which will be paid in accordance with paragraph C.2 above. Upon mutual resolution of the disputed amount PROVIDER will submit a new invoice for the agreed to amount and payment will be made in accordance with paragraph C.2 above.
4. No penalty will be imposed on COUNTY if COUNTY fails to pay PROVIDER within thirty (30) calendar days after receipt of a properly documented invoice, and COUNTY will receive no discount for payment within that period.
5. In the event that legal action is taken by COUNTY or PROVIDER based on a disputed payment, the prevailing party shall be entitled to reasonable attorneys' fees and costs subject to COUNTY'S available unencumbered budgeted appropriations for the PROGRAM.
6. COUNTY shall subtract from any payment made to PROVIDER all damages, costs and expenses caused by PROVIDER'S negligence, resulting from or arising out of errors or omissions in PROVIDER'S work products, which have not been previously paid to PROVIDER.
7. COUNTY shall not provide payment on any invoice PROVIDER submits after six (6) months from the date PROVIDER performs services, provides deliverables, and/or meets milestones, as agreed upon in Exhibit A, Scope of Work.
8. Invoices shall be submitted to: 4701 West Russell Road, Suite 200, Las Vegas, Nevada 89118.
9. COUNTY offers electronic payment to all suppliers. Payments will be deposited directly into your bank account via the Automated Clearing House (ACH) network. PROVIDER will be provided information on how to enroll at time of award.

D. COUNTY'S Fiscal Limitations

1. The content of this section shall apply to the entire Contract and shall take precedence over any conflicting terms and conditions and shall limit COUNTY'S financial responsibility as indicated in Sections 2 and 3 below.
2. Notwithstanding any other provisions of this Contract, this Contract shall terminate and COUNTY'S obligations under it shall be extinguished at the end of the fiscal year in which COUNTY fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which will then become due.
3. COUNTY'S total liability for all charges for services which may become due under this Contract is limited to the total maximum expenditure(s) authorized in COUNTY'S purchase order(s) to PROVIDER.

### **SECTION III: SCOPE OF WORK**

Services to be performed by PROVIDER for the PROGRAM shall consist of the work described in the Scope of Work as set forth in Exhibit A of this Contract.

### **SECTION IV: CHANGES TO SCOPE OF WORK**

- A. COUNTY may at any time request changes within the general scope of this Contract and in the services or work to be performed. If such changes cause an increase or decrease in PROVIDER'S cost or time required for performance of any services under this Contract, PROVIDER shall notify COUNTY in writing within thirty (30) calendar days from the date of receipt by PROVIDER of notification of change. An equitable adjustment limited to an amount within current unencumbered budgeted appropriations for the PROGRAM shall be made and this Contract shall be amended in writing accordingly.
- B. No services for which an additional compensation will be charged by PROVIDER shall be furnished without the written authorization of COUNTY.

### **SECTION V: RESPONSIBILITY OF PROVIDER**

- A. It is understood that in the performance of the services herein provided for, PROVIDER shall be, and is, an independent contractor, and is not an agent, representative or employee of COUNTY and shall furnish such services in its own manner and method except as required by this Contract. Further, PROVIDER has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by PROVIDER in the performance of the services hereunder. PROVIDER shall be solely responsible for, and shall indemnify, defend and hold COUNTY harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, demands, and regulations of any nature whatsoever.
- B. PROVIDER shall appoint a Manager, upon written acceptance by COUNTY, who will manage the performance of services. All of the services specified by this Contract shall be performed by the Manager, or by PROVIDER'S associates and employees under the personal supervision of the Manager. Should the Manager, or any employee of PROVIDER be unable to complete his or her responsibility for any reason, PROVIDER must obtain written approval by COUNTY prior to replacing him or her with another equally qualified person. If PROVIDER fails to make a required replacement within thirty (30) calendar days, COUNTY may terminate this Contract for default.
- C. PROVIDER has, or will, retain such employees as it may need to perform the services required by this Contract. Such employees shall not be employed by COUNTY.
- D. PROVIDER agrees that its officers and employees will cooperate with COUNTY in the performance of services under this Contract and will be available for consultation with COUNTY at such reasonable times with advance notice as to not conflict with their other responsibilities.
- E. PROVIDER will follow COUNTY'S standard procedures as followed by COUNTY'S staff in regard to programming changes; testing; change control; and other similar activities.
- F. PROVIDER shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by PROVIDER, its subcontractors and its and their principals, officers, employees and agents under this Contract. In performing the specified services, PROVIDER shall follow practices consistent with generally accepted professional and technical standards.
- G. It shall be the duty of PROVIDER to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. PROVIDER will not produce a work product which violates or infringes on any copyright or patent rights. PROVIDER shall, without additional compensation, correct or revise any errors or omissions in its work products.
  - 1. Permitted or required approval by COUNTY of any products or services furnished by PROVIDER shall not in any way relieve PROVIDER of responsibility for the professional and technical accuracy and adequacy of its work.



2. COUNTY'S review, approval, acceptance, or payment for any of PROVIDER'S services herein shall not be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and PROVIDER shall be and remain liable in accordance with the terms of this Contract and applicable law for all damages to COUNTY caused by PROVIDER'S performance or failures to perform under this Contract.
- H. All materials, information, and documents, whether finished, unfinished, drafted, developed, prepared, completed, or acquired by PROVIDER for COUNTY relating to the services to be performed hereunder and not otherwise used or useful in connection with services previously rendered, or services to be rendered, by PROVIDER to parties other than COUNTY shall become the property of COUNTY and shall be delivered to COUNTY'S representative upon completion or termination of this Contract, whichever comes first. PROVIDER shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by COUNTY. COUNTY shall have the right to reproduce all documentation supplied pursuant to this Contract.
- I. The rights and remedies of COUNTY provided for under this section are in addition to any other rights and remedies provided by law or under other sections of this Contract.

#### **SECTION VI: SUBCONTRACTS**

- A. Services specified by this Contract shall not be subcontracted by PROVIDER, without prior written approval of COUNTY.
- B. Approval by COUNTY of PROVIDER'S request to subcontract, or acceptance of, or payment for, subcontracted work by COUNTY shall not in any way relieve PROVIDER of responsibility for the professional and technical accuracy and adequacy of the work. PROVIDER shall be and remain liable for all damages to COUNTY caused by negligent performance or non-performance of work under this Contract by PROVIDER'S subcontractor or its sub-subcontractor.
- C. The compensation due under Section II shall not be affected by COUNTY'S approval of PROVIDER'S request to subcontract.

#### **SECTION VII: RESPONSIBILITY OF COUNTY**

- A. COUNTY agrees that its officers and employees will cooperate with PROVIDER in the performance of services under this Contract and will be available for consultation with PROVIDER at such reasonable times with advance notice as to not conflict with their other responsibilities.
- B. The services performed by PROVIDER under this Contract shall be subject to review for compliance with the terms of this Contract by COUNTY'S representative, as listed in Exhibit A, or their designee. COUNTY'S representative may delegate any or all of his responsibilities under this Contract to appropriate staff members and shall so inform PROVIDER by written notice before the effective date of each such delegation.
- C. The review comments of COUNTY'S representative may be reported in writing as needed to PROVIDER. It is understood that COUNTY'S representative's review comments do not relieve PROVIDER from the responsibility for the professional and technical accuracy of all work delivered under this Contract.
- D. COUNTY shall assist PROVIDER in obtaining data on documents from public officers or agencies, and from private citizens and/or business firms, whenever such material is necessary for the completion of the services specified by this Contract.
- E. PROVIDER will not be responsible for accuracy of information or data supplied by COUNTY or other sources to the extent such information or data would be relied upon by a reasonably prudent PROVIDER.

#### **SECTION VIII: TIME SCHEDULE**

- A. Time is of the essence of this Contract.
- B. PROVIDER shall complete the PROGRAM in accordance with the milestones contained in Exhibit D of this Contract.
- C. If PROVIDER'S performance of services is delayed or if PROVIDER'S sequence of tasks is changed, PROVIDER shall notify COUNTY'S representative in writing of the reasons for the delay and prepare a revised schedule for performance of services. The revised schedule is subject to COUNTY'S written approval.

## SECTION IX: SUSPENSION AND TERMINATION

### A. Suspension

COUNTY may suspend performance by PROVIDER under this Contract for such period of time as COUNTY, at its sole discretion, may prescribe by providing written notice to PROVIDER at least ten (10) business days prior to the date on which COUNTY wishes to suspend. Upon such suspension, COUNTY shall pay PROVIDER its compensation, based on the percentage of the PROGRAM completed and earned until the effective date of suspension, less all previous payments. PROVIDER shall not perform further work under this Contract after the effective date of suspension until receipt of written notice from COUNTY to resume performance. In the event COUNTY suspends performance by PROVIDER for any cause other than the error or omission of the PROVIDER, for an aggregate period in excess of thirty (30) business days, PROVIDER shall be entitled to an equitable adjustment of the compensation payable to PROVIDER under this Contract to reimburse PROVIDER for additional costs occasioned as a result of such suspension of performance by COUNTY based on appropriated funds and approval by COUNTY.

### B. Termination

1. This Contract may be terminated in whole or in part by either party in the event of substantial failure or default of the other party to fulfill its obligations under this Contract through no fault of the terminating party; but only after the other party is given:
  - a. the opportunity to cure;
  - b. not less than ten (10) calendar days written notice of intent to terminate; and
  - c. an opportunity for consultation with the terminating party prior to termination.
2. Termination for Convenience
  - a. This Contract may be terminated in whole or in part by COUNTY for its convenience; but only after PROVIDER is given:
    - i. not less than ten (10) calendar days written notice of intent to terminate; and
    - ii. an opportunity for consultation with COUNTY prior to termination.
  - b. If termination is for COUNTY'S convenience, COUNTY shall pay PROVIDER that portion of the compensation which has been earned as of the effective date of termination but no amount shall be allowed for anticipated profit on performed or unperformed services or other work.
3. Termination for Default
  - a. If termination for substantial failure or default is effected by COUNTY, COUNTY will pay PROVIDER that portion of the compensation which has been earned as of the effective date of termination but:
    - i. No amount shall be allowed for anticipated profit on performed or unperformed services or other work; and
    - ii. Any payment due to PROVIDER at the time of termination may be adjusted to the extent of any additional costs occasioned to COUNTY by reason of PROVIDER'S default.
  - b. Upon receipt or delivery by PROVIDER of a termination notice, PROVIDER shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to COUNTY'S representative, copies of all deliverables as provided in Section V, paragraph H.
  - c. If after termination for failure of PROVIDER to fulfill contractual obligations it is determined that PROVIDER has not so failed, the termination shall be deemed to have been effected for the convenience of COUNTY.
4. Upon termination, COUNTY may take over the work and execute the same to completion by agreement with another party or otherwise. In the event PROVIDER shall cease conducting business, COUNTY shall have the right to make an unsolicited offer of employment to any employees of PROVIDER assigned to the performance of this Contract.
5. The rights and remedies of COUNTY and PROVIDER provided in this section are in addition to any other rights and remedies provided by law or under this Contract.

6. Neither party shall be considered in default in the performance of its obligations hereunder, nor any of them, to the extent that performance of such obligations, nor any of them, is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party. Delays arising from the actions or inactions of one or more of PROVIDER'S principals, officers, employees, agents, subcontractors, vendors or suppliers are expressly recognized to be within PROVIDER'S control.

**SECTION X: INSURANCE**

- A. PROVIDER shall obtain and maintain the insurance coverage required in Exhibit B incorporated herein by this reference. PROVIDER shall comply with the terms and conditions set forth in Exhibit B and shall include the cost of the insurance coverage in their prices.
- B. If PROVIDER fails to maintain any of the insurance coverage required herein, COUNTY may withhold payment, order PROVIDER to stop the work, declare PROVIDER in breach, suspend or terminate Contract.

**SECTION XI: NOTICES**

Any notice required to be given hereunder shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery, certified U.S. mail, return receipt requested or facsimile, at the following addresses:

TO COUNTY: Jodi Bechtel, Assistant Director  
Clark County Department of Environment & Sustainability  
4701 West Russell Road, Suite 20  
Las Vegas, Nevada 89118

TO PROVIDER: Tom Knox, Executive Director  
Valley CAN  
921 11<sup>th</sup> Street, Suite 220  
Sacramento, California 95814

**SECTION XII: MISCELLANEOUS**

- A. Independent Contractor  
PROVIDER acknowledges that PROVIDER and any subcontractors, agents or employees employed by PROVIDER shall not, under any circumstances, be considered employees of COUNTY, and that they shall not be entitled to any of the benefits or rights afforded employees of COUNTY, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits. COUNTY will not provide or pay for any liability or medical insurance, retirement contributions or any other benefits for or on behalf of PROVIDER or any of its officers, employees or other agents.
- B. Immigration Reform and Control Act  
In accordance with the Immigration Reform and Control Act of 1986, PROVIDER agrees that it will verify the identity and employment eligibility of anyone employed under this Contract.
- C. Non-Discrimination/Public Funds  
The Board of County Commissioners (BCC) is committed to promoting full and equal business opportunity for all persons doing business in Clark County. PROVIDER acknowledges that COUNTY has an obligation to ensure that public funds are not used to subsidize private discrimination. PROVIDER recognizes that if they or their subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or gender expression, age, disability, national origin, or any other protected status, COUNTY may declare PROVIDER in breach of the Contract, terminate the Contract, and designate PROVIDER as non-responsible.
- D. Assignment  
Any attempt by PROVIDER to assign or otherwise transfer any interest in this Contract without the prior written consent of COUNTY shall be void.

E. Indemnity

PROVIDER does hereby agree to defend, indemnify, and hold harmless COUNTY and their employees, officers and agents of COUNTY from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorneys' fees, that are caused by the negligence, errors, omissions, recklessness or intentional misconduct of PROVIDER or the employees or agents of PROVIDER in the performance of this Contract.

F. Governing Law

Nevada law shall govern the interpretation of this Contract.

G. Gratuities

1. COUNTY may, by written notice to PROVIDER, terminate this Contract if it is found after notice and hearing by COUNTY that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by PROVIDER or any agent or representative of PROVIDER to any officer or employee of COUNTY with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this Contract.
2. In the event this Contract is terminated as provided in paragraph 1 hereof, COUNTY shall be entitled:
  - a. to pursue the same remedies against PROVIDER as it could pursue in the event of a breach of this Contract by PROVIDER; and
  - b. as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by COUNTY) which shall be not less than three (3) nor more than ten (10) times the costs incurred by PROVIDER in providing any such gratuities to any such officer or employee.
3. The rights and remedies of COUNTY provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

H. Audits

The performance of this Contract by PROVIDER is subject to review by COUNTY to ensure contract compliance. PROVIDER agrees to provide COUNTY any and all information requested that relates to the performance of this Contract. All requests for information will be in writing to PROVIDER. Time is of the essence during the audit process. Failure to provide the information requested within the timeline provided in the written information request may be considered a material breach of Contract and be cause for suspension and/or termination of the Contract.

I. Covenant

PROVIDER covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. PROVIDER further covenants, to its knowledge and ability, that in the performance of said services no person having any such interest shall be employed.

J. Confidential Treatment of Information

PROVIDER shall preserve in strict confidence any information obtained, assembled or prepared in connection with the performance of this Contract.

K. ADA Requirements

All work performed or services rendered by PROVIDER shall comply with the Americans with Disabilities Act standards adopted by Clark County. All facilities built prior to January 26, 1992 must comply with the Uniform Federal Accessibility Standards; and all facilities completed after January 26, 1992 must comply with the Americans with Disabilities Act Accessibility Guidelines.

L. Subcontractor Information

PROVIDER shall provide a list of the Minority-Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Physically-Challenged Business Enterprise (PBE), Small Business Enterprise (SBE), Veteran Business Enterprise (VET), Disabled Veteran Business Enterprise (DVET), and Emerging Small Business Enterprise (ESB) subcontractors for this Contract utilizing the attached format (Exhibit C). The information provided in Exhibit C by PROVIDER is for COUNTY'S information only.

- M. Disclosure of Ownership Form  
PROVIDER agrees to provide the information on the attached Disclosure of Ownership/Principals form prior to any contract and/or contract amendment to be awarded by the Board of County Commissioners.
- N. Authority  
COUNTY is bound only by COUNTY agents acting within the actual scope of their authority. COUNTY is not bound by actions of one who has apparent authority to act for COUNTY. The acts of COUNTY agents which exceed their contracting authority do not bind COUNTY.
- O. Force Majeure  
PROVIDER shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining, delivering, or performing, by acts of God, fire, war, loss or shortage of transportation facilities, lockout or commandeering of raw materials, products, plants or facilities by the government. PROVIDER shall provide COUNTY satisfactory evidence that nonperformance is due to cause other than fault or negligence on its part.
- P. Severability  
If any terms or provisions of Contract shall be found to be illegal or unenforceable, then such term or provision shall be deemed stricken and the remaining portions of Contract shall remain in full force and effect.
- Q. Non-Endorsement  
As a result of the selection of PROVIDER to supply goods or services, COUNTY is neither endorsing nor suggesting that PROVIDER'S service is the best or only solution. PROVIDER agrees to make no reference to COUNTY in any literature, promotional material, brochures, sales presentations, or the like, without the express written consent of COUNTY.
- R. Public Records  
COUNTY is a public agency as defined by state law, and as such, is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). Under the law, all of COUNTY'S records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. All Contract documents are available for review following the award of the Contract.
- S. Companies that Boycott Israel  
PROVIDER certifies that, at the time it signed this Contract, it was not engaged in, and agrees for the duration of the Contract, not to engage in, a boycott of Israel. Boycott of Israel means, refusing to deal or conduct business with, abstaining from dealing or conducting business with, terminating business or business activities with or performing any other action that is intended to limit commercial relations with Israel; or a person or entity doing business in Israel or in territories controlled by Israel, if such an action is taken in a manner that discriminates on the basis of nationality, national origin or religion. It does not include an action which is based on a bona fide business or economic reason; is taken pursuant to a boycott against a public entity of Israel if the boycott is applied in a nondiscriminatory manner; or is taken in compliance with or adherence to calls for a boycott of Israel if that action is authorized in 50 U.S.C. § 4607 or any other federal or state law.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed the day and year first above written.

COUNTY:

CLARK COUNTY, NEVADA

By: \_\_\_\_\_  
JESSICA COLVIN  
Chief Financial Officer

DATE

PROVIDER:  
VALLEY CAN

By: Todd Ferrara  
TODD FERRARA  
Board President

6/20/2024  
DATE

APPROVED AS TO FORM:  
STEVEN B. WOLFSON  
District Attorney

By: Jason Patchett  
Jason Patchett (Jun 26, 2024 17:09 PDT)

Jun 26, 2024

JASON B. PATCHETT  
Deputy District Attorney

DATE

**EXHIBIT A**  
**SMOG-FREE CLARK COUNTY VEHICLE REPAIR PROGRAM**  
**SCOPE OF WORK**

**A. PROGRAM TITLE:** Smog-Free Clark County Vehicle Repair Program.

**B. PROGRAM HISTORY:**

The Smog-Free Clark County Vehicle Repair Pilot Program (hereafter referred to as "PILOT PROGRAM") began in December 2022 through July 31, 2024. PILOT PROGRAM was created to mitigate the impacts of Assembly Bill 349, which took effect on January 1, 2023. The bill closed the "classic car loophole" and was forecasted to impact more than half of the 24,000 vehicles registered as "classic" in Clark County. Impacted vehicles were required to pass an emissions test to be legally registered in Clark County. COUNTY expected thousands of vehicles needing to pass an emissions test to continue to be legally registered. The requirements of PILOT PROGRAM included a model year cap and income verification for residents so that funding would be focused on the population in most need of assistance. The majority of these vehicles are registered in historically underserved communities, where air pollution tends to be worse than other parts of the county, while many residents are unable to afford vehicle repairs to keep them on the road getting to work and school.

As part of its air quality improvement effort, COUNTY implemented the PILOT PROGRAM. COUNTY was responsible for administering payment to PROVIDER and the smog shops.

**C. PROGRAM OVERVIEW:**

In an effort to continue air quality improvements, COUNTY is extending the PROGRAM and modifying the eligibility requirements. COUNTY removed income verification while maintaining a 2006 model year cap. These changes will cast a wider net and extend the reach of the PROGRAM so that more residents are able to qualify. Without an income verification requirement, COUNTY can increase the number of vehicles that can be served by the PROGRAM. The PROGRAM will be administered by COUNTY and managed by PROVIDER. All payments to the smog and repair facilities (SUBCONTRACTORS) will be managed by PROVIDER.

**D. PROGRAM PROVIDER:**

PROVIDER is a non-profit organization that has administered the San Joaquin Valley Air Pollution Control District (SJVAPCD) Vehicle Repair and Replace Program (Drive Clean in the San Joaquin) for 15 years. PROGRAM was modeled after SJVAPCD'S program, and PROVIDER has developed and utilizes specialized software to administer its repair program. With PROVIDER'S experience in the operations of such a similar program and their specialized software to connect the repair facilities, the customers, and COUNTY, PROVIDER is uniquely qualified to administer the PROGRAM. It has over a decade of experience operating this specific type of program.

PROVIDER is responsible for procuring and managing the subcontractors for PROGRAM to perform repairs on the vehicles. The policies and procedures for the subcontractors, and requirements for becoming a subcontractor, are attached hereto as Exhibit E.

**E. PROGRAM LOCATION(S):**

All PROGRAM actions will occur within Clark County, Nevada. Efforts will require travel to various COUNTY and regional buildings/facilities.

**F. PROGRAM GOALS AND OBJECTIVES:**

The goal of PROGRAM is to continue the Smog-Free Clark County Vehicle Repair Program to improve air quality across the valley by providing financial assistance for emissions-related vehicle repairs, focusing on low-income residents with the most polluting cars.

PROVIDER will be responsible for the following:

1. Field all customer calls.
2. Validate and verify PROGRAM qualifications for each customer.
3. Award approximately 800 vouchers annually, with an estimated 80% redemption rate (approximately 640 vouchers annually). PROVIDER shall track all voucher redemption and repairs to ensure the total of voucher redemptions through the term of the Contract and all renewal terms does not exceed the amount listed in in the Contract, Exhibit D.
4. Ensure completion of approximately 600-640 repairs from submitted vouchers, at a maximum repair cost of **\$975** per vehicle. PROVIDER will only be reimbursed for the actual number of repairs completed.
5. PROVIDER shall attempt to reach 50 voucher redemptions and repairs per month.

Deliverables and Milestone Tasks: PROVIDER shall complete all defined deliverables and milestones as described Section G of this Scope of Work.

## **G. PROGRAM TASKS:**

PROVIDER shall provide the following services:

1. Administer PROGRAM
  - a. PROVIDER will work with COUNTY on all aspects of PROGRAM development, launch, ongoing operations, and PROGRAM closure.
  - b. Conduct outreach in Spanish, English, and Tagalog.
    - i. Establish and maintain contacts to spread the word about the program by networking with nonprofit organizations, religious groups, small businesses, and other community groups, targeting low-income communities.
    - ii. Publish social media ads, track and moderate social media coverage, and respond to comments daily.
    - iii. Establish and maintain informational website.
    - iv. Capture and analyze online analytics to determine the most effective means to drive calls from qualified customers.
  - c. Conduct at least three outreach events in Clark County.
    - i. Provide staffing at the events that could consist of volunteer staff and paid staff.
    - ii. Provide printed materials with information about PROGRAM.
    - iii. Provide fees for venue rentals.
    - iv. Provide publication of event on social media platforms.
  - d. Conduct PROGRAM Intake.
    - i. Maintain phone number and a virtual tri-lingual phone bank for inquiries (website portal, phone bank network).
    - ii. Provide staff to field citizen phone calls inquiring about PROGRAM. The phone bank shall operate Monday through Friday, 8:30am – 5:00pm.
    - iii. Screen and verify eligibility of applicants, keeping with the monthly estimated goal of 50 voucher redemptions per month.
    - iv. Issue 600 vouchers per year with a maximum redemption cost of \$975.
      1. Voucher value may fluctuate but shall not exceed \$975.
      2. Vouchers shall be issued from the date of Contract award through May 31, 2025. Customers may redeem their vouchers prior to June 30, 2025. Should COUNTY renew the Contract, the term of the vouchers shall expire on June 30<sup>th</sup> of each renewal term year.
      3. Vouchers with bar/QR codes shall be sent to customers electronically via text and email.
    - v. Schedule shop appointments via telephone and ensure a high level of customer service between participants and shops.
  - e. Track and Coordinate Smog Facilities and Repair Facilities.
    - i. Employ a manager to coordinate with all smog facilities on the eligibility list (as determined by COUNTY).
    - ii. Conduct outreach to smog and repair facilities related to the program.
    - iii. Track repair appointments using an established repair facility portal.
    - iv. Provide COUNTY real time access to PROVIDER'S repair facility portal/invoicing system for review of invoicing and other relevant budget and repair information.
    - v. Evaluate invoices from smog facilities and repair facilities for potential fraud and abuse.
    - vi. Coordinate with repair facilities to determine costs paid through voucher versus what may be owed by vehicle owner, resolve conflicts and process reimbursement claims. Enforce PROGRAM repair guidelines, policies and procedures and shop disqualification if needed.
    - vii. Procure and onboard all subcontractors needed to meet service demands of PROGRAM.
    - viii. Compensate smog and repair facilities on a monthly schedule.
  - f. Invoice COUNTY no more than monthly for administrative costs, per the fee schedule identified in Exhibit D. Invoice COUNTY for vehicle repair voucher reimbursement on the 1<sup>st</sup> and 15<sup>th</sup> of each month.
  - g. Compile a quarterly report that includes:
    - i. Data collected from social media metrics, number of phone calls, number of applications processed, number of cars repaired, outcome of events (if conducted during the report period).
    - ii. Analysis of the number of cars repaired during the quarter in comparison to the expected benchmark which is 150 car repairs per quarter.
    - iii. Brief description of PROGRAM activities that were performed during the quarter.



- iv. If benchmark was not attained during the quarter, specify what activities will be performed during the upcoming quarter to reach the benchmark.
- h. Provide public notification at least 60 days prior to program completion to smog shops and program participants.
- i. Compile and submit PROGRAM closure report, with the assistance of COUNTY and potentially Nevada Department of Motor Vehicles (DMV), which will include:
  - i. Estimation of pollution reduction as result of PROGRAM implementation
  - ii. Analysis of collected data and metrics to determine feasibility of extending PROGRAM.
  - iii. Proposal on how to continue PROGRAM, including estimate of the required budget and potential sources of funding.

COUNTY shall provide the following:

1. Provide a webpage for PROGRAM information that can be linked to PROVIDER'S website.

#### **H. STAFFING AND EQUIPMENT**

The PROVIDER shall employ:

1. Customer Service Representatives, depending on PROGRAM needs while staying within budget; and
2. A Smog Shop Operations Manager.

PROVIDER shall submit to County credentials of the Smog Shop Operations Manager working on PROGRAM including but not limited to name, title, specialized credentials, contact details (office and mobile phone number and email address), resume/curriculum vitae, etc.

PROVIDER shall inform COUNTY in writing of changes in the Smog Shop Operations Manager. If a change in staffing levels within the term of this agreement/contract affects PROVIDER'S ability to provide deliverables or impacts the deliverable schedule, it is the responsibility of PROVIDER to notify COUNTY, develop a workable solution to meet PROGRAM schedule, and to submit a request for an amendment to the Contract for consideration, if necessary.

#### **I. PROGRAM SCHEDULE, MILESTONES AND DELIVERABLES:**

PROVIDER shall complete all deliverables and meet all milestones in Exhibit D. PROGRAM will be paid on an annual fixed fee basis per the fees listed in Exhibit D.

**Deliverables shall include:**

1. Targeted outreach to begin upon Contract award.
2. Website portal and phone bank accessible upon PROGRAM commencement.
3. Report monthly on the number of vouchers redeemed, and their redemption amount. It is also expected this data will be available through the repair facility portal.
4. Report quarterly on PROGRAM benchmark of repairing at least 150 cars per quarter, PROGRAM data to support meeting or not meeting the benchmark, brief description of the activities conducted during the quarter, and PROGRAM plans to meet or maintain the quarterly benchmark. Quarterly Report shall include all voucher repairs completed, and a forward estimate for the next quarter.
5. Have on demand (not more frequent than once a month) meetings to discuss the number of vouchers issued and any operational challenges with COUNTY.
6. Monthly submission of administrative invoices in accordance with the dates listed in Exhibit D, Milestone/Deliverable/Invoicing Schedule Table.
7. Quarterly submission of repair invoices in accordance with the dates listed in Exhibit D, Milestone/Deliverable/Invoicing Schedule Table.
8. Submit an Annual Report for approval that outlines the activities completed during the prior year, PROGRAM data supporting meeting or not meeting Section F (PROGRAM Goals and Objectives), and prepared data to submit to the Nevada DMV for emissions data analysis.

**Milestones shall include:**

1. Contract Award and Mobilization. COUNTY will issue notice of award in writing and PROVIDER may begin work.
2. PROGRAM Kick-off Meeting. This meeting shall be conducted in accordance with the date listed in Exhibit D, Milestone/Deliverable/Invoicing Schedule Table. PROVIDER'S Smog Shop Operations Manager shall attend.

3. Outreach Events. These events shall be conducted in accordance with the dates listed in Exhibit D, Milestone/Deliverable/Invoicing Schedule Table.
4. If applicable, public notification at least 60 days prior to PROGRAM completion to smog shops and PROGRAM participants.

#### **J. DOCUMENT SUBMITTAL:**

Deliverables and invoices must be submitted via email [rebecca.choi@clarkcountynv.gov](mailto:rebecca.choi@clarkcountynv.gov) in an editable format, unless otherwise specified.

Any documents submitted via U.S. mail or commercial courier, or parcel service shall be mailed to the following address:

Department of Environment and Sustainability  
4701 West Russell Road  
Las Vegas, Nevada 89118

Deliverables submitted electronically may not exceed 30MB file size.

If submitting a document in a format other than Microsoft Word, Microsoft Excel, Microsoft PowerPoint, or Adobe Acrobat, PROVIDER shall contact COUNTY'S PROGRAM Manager to determine if the software is acceptable and if the document can be submitted via email.

If PROVIDER is unable to submit deliverables via email, and COUNTY PROGRAM manager has agreed, then deliverables may be submitted via U.S. mail or commercial courier or parcel service. Only one deliverable should be submitted per disk, and PROVIDER should ensure that each disk is labeled with the PROGRAM title and PROGRAM number listed in this scope of work.

Within thirty (30) calendar days of receipt of a deliverable, COUNTY'S PROGRAM Manager will approve or reject the deliverable and notify PROVIDER in writing. If more time is needed for review of deliverables, as in the case of a peer review, COUNTY will notify PROVIDER in writing and provide an estimated number of days for review. If the deliverable is not approved, the notification will include the reasons for the disapproval, including, but not limited to, the quality and substance of the deliverable based on standard professional practice and applicable terms of this Contract. PROVIDER shall correct the deficiencies and resubmit an acceptable deliverable to COUNTY within ten (10) calendar days for approval, unless otherwise directed by COUNTY. Upon PROVIDER'S request and justification, COUNTY may grant PROVIDER more time for corrections. Invoice payment will be withheld pending deliverable approval.

#### **K. INVOICING SCHEDULE AND REQUIREMENTS:**

PROVIDER shall invoice COUNTY only upon submission and acceptance of deliverables and completion of milestones and in accordance with the "amount allowed" fee(s) listed in Exhibit D Milestone/Deliverable/Invoicing Schedule.

It is the responsibility of PROVIDER to ensure all deliverables for the invoice period have been delivered and accepted and all milestones have been completed before submitting an invoice. PROVIDER shall cite the deliverable and/or milestone number being invoiced.

COUNTY, at its discretion, may not approve or issue payment on invoices if PROVIDER fails to provide the following information required on each invoice:

The Title of the PROGRAM as stated in this Scope of Work, PROGRAM Number, Deliverable and/or Milestone Number being invoiced, Purchase Order Number, the Invoice Date, the Invoice Number, and the Payment Address.

A "BUDGET SUMMARY COMPARISON" sheet, which outlines the total amount PROVIDER was awarded, the amount expended to date, the current invoice amount, the total expenditures, and the remaining award balance must accompany all invoices.

Invoices shall be submitted via [rebecca.choi@clarkcountynv.gov](mailto:rebecca.choi@clarkcountynv.gov) or to the identified COUNTY PROGRAM Manager, or by United States mail or commercial courier/parcel service addressed as follows:

Rebecca Choi  
Clark County Department of Environment and Sustainability  
4701 W. Russell Road, Suite 200  
Las Vegas, NV 89118

PLEASE DO NOT SEND INVOICES VIA EMAIL AND MAIL, please select one submission option or the other and submit invoices only once.

Per NRS 244.250 COUNTY shall not provide payment on any invoice PROVIDER submits after six (6) months from the date PROVIDER performs services, provides deliverables, and or meets milestones, as agreed upon in this Scope of Work.

#### **L. SUBCONTRACTS**

PROVIDER may use subcontractors to perform the tasks of this contract. All subcontractors must be approved by COUNTY in writing.

**EXHIBIT B**  
**SMOG-FREE CLARK COUNTY VEHICLE REPAIR PROGRAM**  
**INSURANCE REQUIREMENTS**

TO ENSURE COMPLIANCE WITH THE CONTRACT DOCUMENT, PROVIDER SHOULD FORWARD THE FOLLOWING INSURANCE CLAUSE AND SAMPLE INSURANCE FORM TO THEIR INSURANCE AGENT PRIOR TO PROPOSAL SUBMITTAL.

- A. **Format/Time:** PROVIDER shall provide COUNTY with Certificates of Insurance, per the sample format (page B-3), for coverage as listed below, and endorsements affecting coverage required by this Contract within **ten (10) business days** after COUNTY'S written request for insurance. All policy certificates and endorsements shall be signed by a person authorized by that insurer and who is licensed by the State of Nevada in accordance with NRS 680A.300. All required aggregate limits shall be disclosed and amounts entered on the Certificate of Insurance and shall be maintained for the duration of the Contract and any renewal periods.
- B. **Best Key Rating:** COUNTY requires insurance carriers to maintain during the Contract term, a Best Key Rating of A.VII or higher, which shall be fully disclosed and entered on the Certificate of Insurance.
- C. **Owner Coverage:** COUNTY, its officers and employees must be expressly covered as additional insured's except on Workers' Compensation or Professional Liability. PROVIDER'S insurance shall be primary with respect to COUNTY, its officers and employees.
- D. **Endorsement/Cancellation:** PROVIDER'S general liability and automobile liability insurance policy shall be endorsed to recognize specifically PROVIDER'S contractual obligation of additional insured to COUNTY and must note that COUNTY will be given thirty (30) calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits. Either a copy of the additional insured endorsement, or a copy of the policy language that gives COUNTY automatic additional insured status must be attached to any certificate of insurance. ***Policy number must be referenced on endorsement or the form number must be referenced on certificate.***
- E. **Deductibles:** All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed \$25,000. ***If the deductible is "zero" it must still be referenced on the certificate.***
- F. **Aggregate Limits:** If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must not be less than \$2,000,000.
- G. **Commercial General Liability:** Subject to Paragraph F of this Exhibit, PROVIDER shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury (including death), personal injury and property damages. Commercial general liability coverage shall be on a "per occurrence" basis only, not "claims made," and be provided either on a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad Form CGL endorsement) insurance form. Policies must contain a primary and non-contributory clause and must contain a waiver of subrogation endorsement. ***A separate copy of the waiver of subrogation endorsement must be provided. A separate copy of the additional insured endorsement is required and must be provided for Commercial General Liability. Policy number must be referenced on endorsement or the form number must be referenced on certificate.***
- H. **Automobile Liability:** Subject to Paragraph F of this Exhibit, PROVIDER shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by PROVIDER and **any auto** used for the performance of services under this Contract. ***A separate copy of the additional insured endorsement is required and must be provided for Automobile Liability policies. Policy number must be referenced on endorsement or the form number must be referenced on certificate.***
- I. **Workers' Compensation:** PROVIDER shall obtain and maintain for the duration of this Contract, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D, inclusive, provided, however, a PROVIDER that is a Sole Proprietor shall be required to submit an affidavit (Attachment 1) indicating that PROVIDER has elected not to be included in the terms, conditions and provisions of Chapters 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions.
- J. **Failure to Maintain Coverage:** If PROVIDER fails to maintain any of the insurance coverage required herein, COUNTY may withhold payment, order PROVIDER to stop the work, declare PROVIDER in breach, suspend or terminate the Contract.
- K. **Additional Insurance:** PROVIDER is encouraged to purchase any such additional insurance as it deems necessary.
- L. **Damages:** PROVIDER is required to remedy all injuries to persons and damage or loss to any property of COUNTY, caused in whole or in part by PROVIDER, their subcontractors or anyone employed, directed or supervised by PROVIDER.
- M. **Cost:** PROVIDER shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).

- N. **Insurance Submittal Address:** All Insurance Certificates requested shall be sent to the Clark County Purchasing and Contracts Division, Attention: Insurance Coordinator at 500 South Grand Central Parkway, 4<sup>th</sup> Floor, Las Vegas, Nevada 89155
- O. **Insurance Form Instructions:** The following information must be filled in by PROVIDER'S Insurance Company representative:
1. Insurance Broker's name, complete address, phone and fax numbers.
  2. PROVIDER'S name, complete address, phone and fax numbers.
  3. Insurance Company's Best Key Rating
  4. Commercial General Liability (Per Occurrence)
    - (A) Policy Number
    - (B) Policy Effective Date
    - (C) Policy Expiration Date
    - (D) Each Occurrence (\$1,000,000)
    - (E) General Aggregate (\$2,000,000)
  5. Automobile Liability (Any Auto)
    - (F) Policy Number
    - (G) Policy Effective Date
    - (H) Policy Expiration Date
    - (I) Combined Single Limit (\$1,000,000)
  6. Worker's Compensation
  7. Description: CBE Number and Name of Contract (must be identified on the initial insurance form and each renewal form).
  8. Certificate Holder:

Clark County, Nevada  
c/o Purchasing and Contracts Division  
Government Center, Fourth Floor  
500 South Grand Central Parkway  
P.O. Box 551217  
Las Vegas, Nevada 89155-1217
  9. Appointed Agent Signature to include license number and issuing state.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/19/2024

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).

<b>PRODUCER</b> InterWest Insurance Services, LLC 1357 East Lassen Ave Chico CA 95973  License#: 0801094	<b>CONTACT NAME:</b> Linda Mickey, Account Manager <b>PHONE (A/C, No, Ext):</b> 530-897-3193 <b>FAX (A/C, No):</b> 530-891-7793 <b>E-MAIL ADDRESS:</b> lmickey@iwins.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : Nonprofits' Insurance Alliance of California</td> <td>11845</td> </tr> <tr> <td>INSURER B : State Comp Ins Fund (CA)</td> <td>35076</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 : Nonprofits' Insurance Alliance of California	11845	INSURER B : State Comp Ins Fund (CA)	35076	INSURER C :		INSURER D :		INSURER E :		INSURER F :
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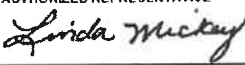
**COVERAGES**      **CERTIFICATE NUMBER:** 698808713      **REVISION NUMBER:**

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
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR *ISC:250K/\$250K <input checked="" type="checkbox"/> *SSPL: \$3MM/\$1MM GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		2024-30365	5/24/2024	5/24/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/OP AGG \$ 3,000,000 Liquor Liability \$ \$1MM/\$1MM COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			2024-30365	5/24/2024	5/24/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			2024-30365-UMB	5/24/2024	5/24/2025	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N <input type="checkbox"/> N / A			912272924	1/17/2024	1/17/2025	<input checked="" type="checkbox"/> PER STATUTE <input 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
A	<input checked="" type="checkbox"/> Improper Sexual Abuse Liability <input checked="" type="checkbox"/> Social Svr Professional Liability			2024-30365	5/24/2024	5/24/2025	Aggregate/Occurrence \$250K/\$250K Aggregate/Occurrence \$3MM/\$1MM

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Certificate holder is named as Additional Insured in respects to General Liability with Primary & Non-Contributory and Waiver of Subrogation status being applied, only for the Named Insureds normal work when required by written contract, permit, or agreement as stated in the following policy forms. Commercial Umbrella Liability applies over underlying coverage type(s). General Liability; Automobile Liability; Employers Liability (Workers Compensation); Liquor Liability. \*ISC = Improper Sexual Conduct & Physical Abuse Liability Coverage applies and \*SSPL = Social Service Professional Liability Coverage applies.

Certificate Holder: Clark County, Nevada  
 Deductible is \$0 General Liability and Automobile Liability.  
 RE: CBE No. 607139-24, SMOG-FREE CLARK COUNTY VEHICLE REPAIR PROGRAM. Valley Can, Clark County Vehicle Repair Program, Las Vegas, NV 89155-1217. Clark County, Nevada c/o Purchasing and Contracts Division.

<b>CERTIFICATE HOLDER</b>  Clark County, Nevada c/o Purchasing and Contracts Division Government Center, Fourth Floor 500 South Grand Central Parkway P.O. Box 551217 Las Vegas NV 89155-1217	<b>CANCELLATION</b>  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 
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ACORD 25 (2016/03)

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POLICY NUMBER: 30365  
 Named Insured: Valley CAN\*

COMMERCIAL GENERAL LIABILITY  
 CG 20 10 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.	All insured premises and operations.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

**ATTACHMENT 1**

**AFFIDAVIT**

**(ONLY REQUIRED FOR A SOLE PROPRIETOR)**

I, \_\_\_\_\_, on behalf of my company, \_\_\_\_\_, being duly sworn,

(Name of Sole Proprietor)

(Legal Name of Company)

depose and declare:

1. I am a Sole Proprietor;
2. I will not use the services of any employees in the performance of this Contract, identified as CBE No. 607139-24, entitled SMOG-FREE CLARK COUNTY VEHICLE REPAIR PROGRAM
3. I have elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and
4. I am otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

I release Clark County from all liability associated with claims made against me and my company, in the performance of this Contract, that relate to compliance with NRS Chapters 616A-616D, inclusive.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Signature \_\_\_\_\_

State of Nevada        )  
                                   )ss.  
 County of Clark        )

Signed and sworn to (or affirmed) before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
 by \_\_\_\_\_ (name of person making statement).

Notary Signature

STAMP AND SEAL

**EXHIBIT C  
SUBCONTRACTOR INFORMATION**

**DEFINITIONS:**

- MINORITY OWNED BUSINESS ENTERPRISE (MBE): An independent and continuing **Nevada** business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more minority persons of Black American, Hispanic American, Asian-Pacific American or Native American ethnicity.
- WOMEN OWNED BUSINESS ENTERPRISE (WBE): An independent and continuing **Nevada** business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more women.
- PHYSICALLY CHALLENGED BUSINESS ENTERPRISE (PBE): An independent and continuing **Nevada** business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more disabled individuals pursuant to the federal Americans with Disabilities Act.
- SMALL BUSINESS ENTERPRISE (SBE): An independent and continuing **Nevada** business for profit which performs a commercially useful function, is **not** owned and controlled by individuals designated as minority, women, or physically challenged, and where gross annual sales does not exceed \$2,000,000.
- VETERAN OWNED ENTERPRISE (VET): A Nevada business at least 51% owned/controlled by a veteran.
- DISABLED VETERAN OWNED ENTERPRISE (DVET): A Nevada business at least 51% owned/controlled by a disabled veteran.
- EMERGING SMALL BUSINESS (ESB): Certified by the Nevada Governor's Office of Economic Development effective January, 2014. Approved into Nevada law during the 77<sup>th</sup> Legislative session as a result of AB294.

It is our intent to utilize the following MBE, WBE, PBE, SBE, VET, DVET and ESB subcontractors in association with CONTRACT:

**1. Subcontractor**

**Name:** \_\_\_\_\_

Contact Person: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Description of Work: \_\_\_\_\_

Estimated Percentage of Total Dollars: \_\_\_\_\_

Business Type:     MBE             WBE             PBE             SBE             VET  
                           DVET             ESB

**2. Subcontractor**

**Name:** \_\_\_\_\_

Contact Person: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Description of Work: \_\_\_\_\_

Estimated Percentage of Total Dollars: \_\_\_\_\_

Business Type:     MBE             WBE             PBE             SBE             VET  
                           DVET             ESB

**3. Subcontractor**

**Name:** \_\_\_\_\_

Contact Person: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Description of Work: \_\_\_\_\_

Estimated Percentage of Total Dollars: \_\_\_\_\_

Business Type:     MBE             WBE             PBE             SBE             VET  
                           DVET             ESB

No MBE, WBE, PBE, SBE, VET, DVET, or ESB subcontractors will be used.



**EXHIBIT D**  
**MILESTONE/DELIVERABLE/INVOICING SCHEDULE TABLE**

<b>Date Due (On or before)</b>	<b>Deliverable /Milestone #</b>	<b>Deliverable / Milestone Title</b>	<b>Amount Allowed</b>
2 weeks following Contract Award	M01	Project Mobilization and Timeline Review	\$0
August 2024	D01	Monthly Invoices Submission	\$12,000
August 2024	M02	Outreach Event	\$500
September 2024	D02	Monthly Invoices Submission	\$12,000
October 2024	D03	Quarterly Report Submission (July, Aug, Sep)	\$23,000
October 2024	D04	Monthly Invoices Submission	\$12,000
November 2024	D05	Monthly Invoices Submission	\$12,000
December 2024	D06	Monthly Invoice Submission	\$12,000
January 2025	M03	January Outreach Event	\$500
January 2025	D07	Quarterly Report Submission (Oct, Nov, Dec)	\$23,000
January 2025	D08	Monthly Invoices Submission	\$12,000
February 2025	D9	Monthly Invoices Submission	\$12,000
March 2025	D10	Monthly Invoices Submission	\$12,000
April 2025	D11	Quarterly Report Submission (Jan, Feb, Mar)	\$23,000
April 2025 Event	M04	April Outreach Event	\$500
April 2025	D12	Monthly Invoices Submission	\$12,000
May 2025	M05	End of Program – Public Notification (if no renewal issued)	\$0
May 2025	D13	Monthly Invoices Submission	\$12,000
June 2025	D14	Monthly Invoices Submission	\$12,000
July 2025	D15	Quarterly Report Submission (Apr, May, June)	\$23,000
Entire Repair Voucher Budget Exhausted	D16	Final Project Report	NO FEE ALLOWED
September 15, 2025	D17	Annual Report	\$24,500
<b>SUBTOTAL NOT TO EXCEED AMOUNT:</b>			<b>\$250,000</b>
<b>ADDITIONAL SERVICES NOT TO EXCEED AMOUNT</b> Including Additional Outreach Events or Marketing as requested by County			<b>\$25,000</b>
<b>VOUCHER REPAIR REIMBURSEMENT NOT TO EXCEED AMOUNT</b>			<b>\$585,000</b>
<b>ANNUAL TOTAL NOT TO EXCEED AMOUNT:</b>			<b>\$860,000</b>
<p>ONE (1), 6 MONTH NO COST EXTENSION ALLOWED AND EXPRESSLY PERMITTED AT THE SOLE OPTION OF COUNTY</p> <p>Voucher Repair Reimbursement Not to Exceed Amount shall be used for customer vouchers repairs only, reimbursed at cost and invoiced on the 1<sup>st</sup> and 15<sup>th</sup> of each month.</p> <p>Due dates for deliverables and milestones may be revised by COUNTY staff as necessary without a formal amendment. Revised dates must not exceed the end date of the Contract. Any changes to deliverables or milestones that include material changes to scope, cost or Contract term, must be executed through formal amendment.</p> <p>Renewal option(s) issued by County shall include an updated Exhibit D Milestone/Deliverable/ Invoicing Schedule Table per renewal.</p>			

**EXHIBIT E**  
**SAMPLE SMOG FACILITY REPAIR GUIDELINES & REGULATIONS**

**1. Eligibility:**

- a. Have a physical location in Clark County, Nevada.
- b. Have a valid business license from Clark County, City of Las Vegas, North Las Vegas, Henderson, Boulder City, or Mesquite.
- c. Be DMV-Authorized 2G facility in good standing. Must not have a history of violations and/or penalties for violation of the Nevada Revised Statutes and/or Nevada Administrative Codes from NV DMV within the last twelve months.

**2. Program Requirements:**

- a. Valley CAN is COUNTY'S Program Administrator for the Smog Free Clark County Program.
- b. Shop participation is limited and is based on program funding availability.
- c. PROVIDER will review all repair practices and ensure that participating facilities are abiding by the regulations and pricing contained herein.
- d. PROVIDER has the authority to remove a facility from participating in PROGRAM if such facility is deemed non-compliant with the regulations contained herein.
- e. PROGRAM is intended to help low-income participants with their emissions repairs; therefore, the participating shops must work with PROVIDER to resolve conflicts or situations where repair warranties may apply.

**3. Participating Facilities Shall:**

- a. Submit all repair invoices and backup documentation for reimbursement via a standardized online format.
- b. Have staff available to accept customer phone calls for scheduling purposes Monday through Friday, from 8:30am to 5:00pm.
- c. Have a manager empowered to make decisions available to resolve customer issues that may come up.
- d. Accept business from all qualifying customers and not set preferences beyond PROGRAM criteria.
- e. Perform all repairs in accordance with current applicable local and Nevada state regulations.
- f. Disclose any notice of violations and/or penalty for violation of the Nevada Revised Statutes and/or Nevada Administrative Codes received for customer service or customer billing from the Nevada Department of Motor Vehicles during the term of this contract upon request. (Violations of Nevada Revised Statutes and/or Nevada Administrative Codes may be grounds to be removed from PROGRAM participation.)
- g. Work with PROVIDER to:
  - i. Receive vouchers for repairs.
  - ii. Share information from customers and discuss repairs with PROVIDER.
  - iii. Issue repair invoices to PROVIDER.
- h. Obtain and maintain the insurance coverage requirement in Exhibit B, incorporated herein by this reference, and comply with the terms and conditions set forth in Exhibit B.
- i. Abide by PROGRAM repair guidelines and regulations regarding emissions repairs and customer service. (Violations of PROGRAM terms and conditions may result in removal from PROGRAM participation.)
- j. Perform repairs that are approved for PROGRAM reimbursement only. Please see the list below under non-approved repairs.
- k. Charge facility standard rates for emission repairs, not-to-exceed the maximum rates listed in the table below.
- l. Invoices shall be submitted via email to PROVIDER as follows: [billing@smogfreeclarkcounty.com](mailto:billing@smogfreeclarkcounty.com).
- m. Invoices shall be submitted to PROVIDER within two weeks of services being rendered.
- n. Invoice must include:
  - i. Notation that this work is part of PROGRAM
  - ii. Purchase Order Number
  - iii. Invoice Date
  - iv. Invoice Number
  - v. Part number(s)
  - vi. Payment Address
  - vii. Minimum of 30 days for reimbursement payment of correctly submitted invoices.

4. **Maximum Allowable Rates:**

Pre-Repair Smog Check Test	\$50
Diagnostic/Inspection	\$150 (1 hour max)
Shop labor rate per hour	\$150 (labor time per Pro-demand, Mitchell, TIS or any other shop management program)
Post-Repair Smog Check Test	\$50
Monitor Drive Cycle	\$100 (OBD II only)
Parts	Cost plus not more than 15%

5. **Repairs that are NOT covered:**

- a. Transmission repairs, which are usually identified by 700 or 800 series DTCs stored in memory (or any manufacturer specific transmission codes). Any vehicle with these DTCs must have transmission repairs completed prior to moving forward with any repairs covered under PROGRAM.
- b. Oil changes, oil filter, air filter, fuel filter, or any other scheduled maintenance items are not covered, unless they are directly causing an emission failure. For example, VVT solenoids performance codes due to an issue with the oil viscosity or because they need an oil flush. Spark plugs, ignition caps and rotors are excluded from this list.
- c. Cooling System repairs, including but not limited to:
  - i. Coolant flush service;
  - ii. Radiators (including DOR radiators);
  - iii. Fan belts; and
  - iv. Cooling fans and controls, etc.
- d. Fuel control components, including but not limited to:
  - i. Idle air control valves; and
  - ii. Idle control motors.
- e. Mechanical repairs, including but not limited to:
  - i. Engine oil pressure systems/pumps;
  - ii. Mufflers and resonators;
  - iii. Valve cover gaskets; and
  - iv. Timing chains, timing belts, idler pulleys, and timing covers.
- f. Brake services, brake fluid flushes.
- g. Any repairs that are cosmetic in nature and are not related to emission failures.
- h. ECMs, PCMs, and/or reprogramming are covered under special approval. Exceptions to this category may be obtained by emailing Smog Operations Manager Jason Haden ([Jason.Haden@smogfreeclarkcounty.com](mailto:Jason.Haden@smogfreeclarkcounty.com)) with an explanation of the necessity of this repair for approval. If approved, a notation will be put in PROVIDER'S test record. In addition, the reference to the special request needs to be itemized on the invoice as it will be verified against PROVIDER'S test record when the invoice is submitted to COUNTY.
- i. Inoperative Malfunction Indicator Light (MIL), also known as the Check Engine Light (CEL), are not covered under this program. This includes bulbs, wiring, and any tampers to the MIL/CEL.
- j. Repairs for emission control systems that have been intentionally tampered with are not covered by PROGRAM. The shop should be able to identify if the vehicle was heavily modified with the sole purpose of obtaining higher performance for racing purposes and neglecting the responsibilities to avoid excessive pollution. Please call Jason Haden at 702-374-1515 should you have any questions on this subject.
- k. Tampered emission control systems are not covered by this program except for missing catalytic converters (CATs). To qualify as missing, there should be no replacement pipes in place of the CAT. Any pipe that has been installed to replace the CAT shall be viewed as an intentional tamper, and PROGRAM will not pay for the replacement CAT. In addition, the work order shall clearly state the CAT was missing, and no other tampers of the exhaust system are present.
- l. (OBD II Only) For monitors not set to completion, PROGRAM will pay no more than \$60 to reset OBD Monitors. Customer should be advised not to disconnect the battery, drive the car for several days, and then return for final certification testing.

The above list of repairs is not eligible for reimbursement under PROGRAM and must be paid directly by the consumers. To ensure compliance with the guidelines, repairs not authorized by PROGRAM will be flagged in the database, and reimbursement will not be approved.

**INSTRUCTIONS FOR COMPLETING THE  
DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM**

**Purpose of the Form**

The purpose of the Disclosure of Ownership/Principals Form is to gather ownership information pertaining to the business entity for use by the Board of County Commissioners ("BCC") in determining whether members of the BCC should exclude themselves from voting on agenda items where they have, or may be perceived as having a conflict of interest, and to determine compliance with Nevada Revised Statute 281A.430, contracts in which a public officer or employee has interest is prohibited.

**General Instructions**

Completion and submission of this Form is a condition of approval or renewal of a contract or lease and/or release of monetary funding between the disclosing entity and the appropriate Clark County government entity. Failure to submit the requested information may result in a refusal by the BCC to enter into an agreement/contract and/or release monetary funding to such disclosing entity.

**Detailed Instructions**

All sections of the Disclosure of Ownership form must be completed. If not applicable, write in N/A.

**Business Entity Type** – Indicate if the entity is an Individual, Partnership, Limited Liability Company, Corporation, Trust, Non-profit Organization, or Other. When selecting 'Other', provide a description of the legal entity.

**Non-Profit Organization (NPO)** – Any non-profit corporation, group, association, or corporation duly filed and registered as required by state law.

**Business Designation Group** – Indicate if the entity is a Minority Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Small Business Enterprise (SBE), Physically-Challenged Business Enterprise (PBE), Veteran Owned Business (VET), Disabled Veteran Owned Business (DVET), or Emerging Small Business (ESB). This is needed in order to provide utilization statistics to the Legislative Council Bureau and will be used only for such purpose.

- **Minority Owned Business Enterprise (MBE):** An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more minority persons of Black American, Hispanic American, Asian-Pacific American or Native American ethnicity.
- **Women Owned Business Enterprise (WBE):** An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more women.
- **Physically Challenged Business Enterprise (PBE):** An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more disabled individuals pursuant to the federal Americans with Disabilities Act.
- **Small Business Enterprise (SBE):** An independent and continuing business for profit which performs a commercially useful function, is not owned and controlled by individuals designated as minority, women, or physically challenged, and where gross annual sales does not exceed \$2,000,000.
- **Veteran Owned Business Enterprise (VET):** An independent and continuing Nevada business for profit which performs a commercially useful function and is at least 51 percent owned and controlled by one or more U.S. Veterans.
- **Disabled Veteran Owned Business Enterprise (DVET):** A Nevada business at least 51 percent owned/controlled by a disabled veteran.
- **Emerging Small Business (ESB):** Certified by the Nevada Governor's Office of Economic Development effective January, 2014. Approved into Nevada law during the 77th Legislative session as a result of AB294.

**Business Name (include d.b.a., if applicable)** – Enter the legal name of the business entity and enter the "Doing Business As" (d.b.a.) name, if applicable.

**Corporate/Business Address, Business Telephone, Business Fax, and Email** – Enter the street address, telephone and fax numbers, and email of the named business entity.

**Nevada Local Business Address, Local Business Telephone, Local Business Fax, and Email** – If business entity is out-of-state, but operates the business from a location in Nevada, enter the Nevada street address, telephone and fax numbers, point of contact and email of the local office. Please note that the local address must be an address from which the business is operating from that location. Please do not include a P.O. Box number, unless required by the U.S. Postal Service, or a business license hanging address.

**Number of Clark County Nevada Residents employed by this firm. (Do not leave blank. If none or zero, put the number 0 in the space provided.)**

**List of Owners/Officers** – Include the full name, title and percentage of ownership of each person who has ownership or financial interest in the business entity. If the business is a publicly-traded corporation or non-profit organization, list all Corporate Officers and Directors only.

**For All Contracts – (Not required for publicly-traded corporations)**

- 1) Indicate if any individual members, partners, owners or principals involved in the business entity are a Clark County full-time employee(s), or appointed/elected official(s). If yes, the following paragraph applies.

In accordance with NRS 281A.430.1, a public officer or employee shall not bid on or enter into a contract between a government agency and any private business in which he has a significant financial interest, except as provided for in subsections 2, 3, and 4.

- 2) Indicate if any individual members, partners, owners or principals involved in the business entity have a second degree of consanguinity or affinity relation to a Clark County full-time employee(s), or appointed/elected official(s) (reference form on Page 2 for definition). If YES, complete the Disclosure of Relationship Form. Clark County is comprised of the following government entities: Clark County, Department of Aviation (McCarran Airport), and Clark County Water Reclamation District. Note: The Department of Aviation includes all of the General Aviation Airports (Henderson, North Las Vegas, and Jean). **This will also include Clark County Detention Center.**

A professional service is defined as a business entity that offers business/financial consulting, legal, physician, architect, engineer or other professional services.

**Signature and Print Name** – Requires signature of an authorized representative and the date signed.

**Disclosure of Relationship Form** – If any individual members, partners, owners or principals of the business entity is presently a Clark County employee, public officer or official, or has a second degree of consanguinity or affinity relationship to a Clark County employee, public officer or official, this section must be completed in its entirety.

## DISCLOSURE OF OWNERSHIP/PRINCIPALS

<b>Business Entity Type (Please select one)</b>						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
<b>Business Designation Group (Please select all that apply)</b>						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
<b>Number of Clark County Nevada Residents Employed:</b>						
<b>Corporate/Business Entity Name:</b>						
<i>(Include d.b.a., if applicable)</i>						
<b>Street Address:</b>				<b>Website:</b>		
<b>City, State and Zip Code:</b>				<b>POC Name:</b>		
				<b>Email:</b>		
<b>Telephone No:</b>				<b>Fax No:</b>		
<b>Nevada Local Street Address:</b>				<b>Website:</b>		
<i>(If different from above)</i>						
<b>City, State and Zip Code:</b>				<b>Local Fax No:</b>		
<b>Local Telephone No:</b>				<b>Local POC Name:</b>		
				<b>Email:</b>		

All entities, with the exception of publicly-traded and non-profit organizations, must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board.

Publicly-traded entities and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use applications, extends to the applicant and the landowner(s).

Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
_____	_____	_____
_____	_____	_____
_____	_____	_____

**This section is not required for publicly-traded corporations. Are you a publicly-traded corporation?**     Yes     No

1. Are any individual members, partners, owners or principals, involved in the business entity, a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?  
 Yes     No    (If yes, please note that County employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)
  
2. Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?  
 Yes     No    (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the Board will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.

Signature	Print Name
Title	Date

## DISCLOSURE OF RELATIONSHIP

List any disclosures below:  
(Mark N/A, if not applicable.)

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF COUNTY* EMPLOYEE/OFFICIAL AND JOB TITLE	RELATIONSHIP TO COUNTY* EMPLOYEE/OFFICIAL	COUNTY* EMPLOYEE'S/OFFICIAL'S DEPARTMENT

\* County employee means Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District.

"Consanguinity" is a relationship by blood. "Affinity" is a relationship by marriage.

"To the second degree of consanguinity" applies to the candidate's first and second degree of blood relatives as follows:

- Spouse – Registered Domestic Partners – Children – Parents – In-laws (first degree)
- Brothers/Sisters – Half-Brothers/Half-Sisters – Grandchildren – Grandparents – In-laws (second degree)

***For County Use Only:***

If any Disclosure of Relationship is noted above, please complete the following:

- Yes  No Is the County employee(s) noted above involved in the contracting/selection process for this particular agenda item?
- Yes  No Is the County employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name  
Authorized Department Representative