

EXHIBIT A
CLARK COUNTY GROUP SELF-INSURANCE RISK
POOL MEMORANDUM OF COVERAGE

1. Definitions.

a. “**Agreement**” means the cooperative agreement known as the Clark County Group Self-Insurance Risk Pool for Coverage of Liability Claims and Related Expenses, creating/governing the pooling arrangement for provision of insurance and self- insurance coverage to the Participating Entities, as it may be amended from time to time.

b. “**Automobile**” means a land motor vehicle or trailer.

c. “**Bodily Injury**” means bodily injury, sickness, or disease, including death resulting therefrom.

d. “**Errors and Omissions**” means any and all breaches of duty by a Participating Entity arising from negligent action or inaction, mistake, misstatement, error, neglect, inadvertence, or omission by the Participating Entity in the discharge of duties with such entity, including but not limited to employment practices and claims challenging discretionary decisions.

e. “**Hired Automobile**” means an automobile used under contract on behalf of or loaned to a Participating Entity.

f. “**Insured’s Retained Limit**” is the amount specified in Paragraph 9 of this Exhibit.

g. “**Legal defense costs**” means reasonable fees charged by an attorney and all other reasonable fees, costs and expenses, including court reporting and expert witness fees, attributable to the investigation and legal defense or appeal of a claim within the scope of coverage afforded by this memorandum except salaries of employees of the Participating Entity, the office expenses of such entity and expenses of a claims adjusting service. Unless otherwise authorized by participating members, legal defense costs shall be up to the limit of the amount the FUND would have paid pursuant to the legal services contracts entered into by the County.

h. “**Medical Malpractice**” means liability arising out of or in connection with the operation of any hospital, clinic, or health care facility owned or operated by a Participating Entity, including but not limited to medical, surgical, dental x-ray or nursing services or treatment, or the furnishing of food or beverages in connection therewith; any service or treatment related to physical health, mental health, or services of a healthcare professional nature; any cosmetic or tonsorial service or treatment; and/or the furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

i. “**Non-owned Automobile**” means an automobile which is neither an owned automobile nor a hired automobile.

j. **“Occurrence”** as respects coverages “a” and “b” in paragraph “2” of this Memorandum, means an accident or event which results, during a premium period, in bodily injury or property damage neither expected nor intended from the standpoint of the covered Participating Entity; occurrence as respects coverages “c” and “d” in paragraph “2” of this Memorandum, means an act, accident or event which results, during a premium period, in injury or damage; as respects coverages “a”, “b”, “c” and “d” in paragraph “2” of this Memorandum all injuries or damages arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

k. **“Owned Automobile”** means an automobile owned by or under long-term lease to the Participating Entity.

l. **“Participating Entity”** means each local public agency which is a party signatory to the Agreement.

m. **“Personal injury”** means (1) false arrest, malicious prosecution, or willful detention; (2) libel, slander or defamation of character; (3) invasion of privacy; (4) wrongful entry or eviction, or other invasion of the right of private occupancy; (5) assault and battery; (6) damage award for wrongful termination, sexual harassment or discrimination prohibited by law or violation of federal civil rights laws, not intentionally committed by or at the direction of the Participating Entity; (7) physical or mental injury resulting from tortious conduct.

n. **“Premium period”** means fiscal year.

o. **“Property Damage”** means (1) physical injury to or destruction of tangible property, including the loss of use thereof at any time resulting therefrom or (2) loss of use of tangible property which has not been physically injured or destroyed.

p. Use of an automobile or aircraft includes the loading and unloading thereof.

2. The fund established pursuant to the Agreement shall be referred to herein as the “Clark County Self-Insurance Liability Pool Fund” or the “FUND.” Funds may be withdrawn from the FUND for the payment of covered claims. To be covered, a claim must be caused or arise out of an occurrence which happens during a premium period in which the entity that has incurred the claim is a Participating Entity in the Agreement, and must come within one of the following coverage categories, subject to the exclusions specified in this Memorandum:

- a. Bodily injury (automobile and general liability);
- b. Property damage (automobile and general liability);
- c. Errors and Omissions liability; or
- d. Personal injury liability.

Funds may be withdrawn for the payment of covered claims pursuant to the terms and conditions of the Agreement, including this Memorandum.

3. The cost of legal defense for matters covered by this Memorandum, regardless of the retention limit otherwise applicable, shall be paid for out of the FUND even if the claim is groundless, false, fraudulent or contains allegation of wanton or malicious acts, providing that in the case of an individual, the requirements of NRS 41.0339 have been satisfied.
4. Regardless of the number of (1) the Participating Entities, (2) persons or organizations who sustain injury or damage, or (3) claims made or suits brought, the maximum amount that may be paid or withdrawn from the FUND will be equal to the Self-Insured Retention amount that is required of the current Excess Liability Policy that is in force, less the assigned retained limit for any one occurrence, arising out of bodily injury, property damage, errors and omissions, or personal injury or any combination thereof as defined by this Memorandum.
5. The entities and persons covered for withdrawals or payments from the FUND are as follows:
 - a. Each Participating Entity.
 - b. Any officer, director, elected or appointed official, any member of a board or commission of the Participating Entity, or an employee of the Participating Entity, while they are acting within the scope of their duties or employment as such.
 - c. Any volunteer while acting within the scope of duties assigned by the Participating Entity and while under the general supervision of an officer, director, elected or appointed official, member of a board or commission of the Participating Entity or an employee of the Participating Entity.
 - d. Any covered person: 1) while using an owned or hired automobile with the permission of the Participating Entity, provided the use thereof is within the scope of permission; or 2) while using a non-owned vehicle, but only while such automobile is being used in the business of the Participating Entity.
6. No coverage is provided herein for the following:
 - a. A person who fails to satisfy the requirements of NRS 41.0349.
 - b. Liability arising out of the ownership, maintenance, loading, unloading, use or operation of any airfield or similar aviation facility.
 - c. Liability arising out of the ownership of aircraft or the maintenance or use of owned aircraft.
 - d. Any obligation for which a Participating Entity or any carrier as insurer therefore, may be held liable under any workers' compensation, unemployment compensation or disability benefits law, or under any similar law.
 - e. Any obligation for back wages, benefits, premiums, sick and vacation accruals, etc., on employment practices liability decisions relating to the repayment thereof.
 - f. Liability for property damage to:
 - (1) Property owned by a Participating Entity;
 - (2) Property rented to or leased to a Participating Entity where such entity has assumed liability under the contract for damage to or destruction of such property, unless the Entity would have been liable in the absence of such contract;
 - (3) Aircraft in the care, custody, or control of a Participating Entity; and
 - (4) Personal property owned by an officer or employee of a Participating Entity unless such damage is attributable to the negligence of another officer or employee of a Participating Entity for which a cause of action may be brought under NRS

41.031.

g. Liability arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste material or other irritants, contaminants or pollutants into or upon the land, the atmosphere or any water course or body of water but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental. The term "liquids" as used herein is not defined to mean potable water or agricultural water or water furnished to commercial users.

h. Liability:

(1) with respect to which Participating Entity under this policy is also covered under a nuclear energy liability policy issued by Mutual Atomic Energy Liability Underwriters, American Nuclear Insurers, or Nuclear Insurance Association of Canada, or any successor organizations, or would be covered under any such policy but for its termination upon exhaustion of its limit of liability; or

(2) resulting from the hazardous properties of nuclear material and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the Participating Entity is, or had Agreement not been entered into would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

i. Financial obligations resulting from eminent domain proceedings or inverse condemnation.

j. Liability arising out of contractual obligations entered into or incurred by the Participating Entity.

k. Liability for obligations assumed by the Participating Entity without legal authority to assume said obligation.

l. Liability for damages or injury arising out of medical malpractice as defined by this Memorandum. This exclusion shall not apply to any liability arising out of occupational physical examinations, paramedic services, ambulance operations, emergency medical technician services, or first aid to any person.

7. Conditions:

a. Other Insurance. If collectible insurance with any insurer is available to the Participating Entity covering a loss also covered hereunder, the coverage hereunder shall be in excess of, and not contribute with, such other insurance; provided, however, this does not apply to insurance which is written as excess insurance over the coverage provided hereunder.

b. The coverage afforded hereunder is excess of the retained limit of each Participating Entity.

8. Each Participating Entity is a local government or a political subdivision of the State of Nevada as defined by Nevada statute. Accordingly, the Participating Entities are protected by immunity restrictions set forth in both state and federal law. Nothing contained in this Memorandum should be construed to create or expand any liabilities beyond that which is permitted by law.

9. Each Participating Entity's retention (deductible) limit is as follows:

<u>Entity</u>	<u>Limit</u>
Clark County (including the Department of Aviation)	\$25,000
Clark County Regional Flood Control District	\$25,000

10. The Clark County Department of Aviation is excluded from coverage under this Agreement except for automobile liability coverage, expressly excluding coverage for any liability arising out of any occurrence on airport property which is not open to the general public, including areas in and around runways and loading gates.