



together**for**better

CLARK COUNTY, NEVADA

CBE NO. 607356-24
VERIFICATION OF OFFICIAL RECORDS

HARRIS LOCAL GOVERNMENT SOLUTIONS, INC.
NAME OF FIRM
Angela Keeton (Executive Vice President)
DESIGNATED CONTACT, NAME AND TITLE (Please type or print)
2290 Lucien Way, Suite 125 Maitland, FL 32751
ADDRESS OF FIRM INCLUDING CITY, STATE AND ZIP CODE
866.278.4765
(AREA CODE) AND TELEPHONE NUMBER
N/A
(AREA CODE) AND FAX NUMBER
<u>Akeeton@HarrisComputer.com</u>
E-MAIL ADDRESS

VERIFICATION OF OFFICIAL RECORDS

This Contract is made and entered into this _____ day of _____, 20____, by and between CLARK COUNTY, NEVADA (hereinafter referred to as COUNTY), and Harris Local Government Solutions, Inc. (hereinafter referred to as HRS), for Verification of Official Records hereinafter referred to as PROJECT).

WITNESSETH:

WHEREAS, HRS has the personnel and resources necessary to accomplish the PROJECT within the required schedule and with a budget allowance of \$3,218,000. and

WHEREAS, HRS 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 HRS agree as follows:

SECTION I: TERM OF CONTRACT

COUNTY agrees to retain HRS for the period from date of award through November 30, 2025, with the option to renew for 1 (one), one-year period subject to the provisions of Sections II and VIII herein. During this period, HRS agrees to provide services as required by COUNTY within the scope of this Contract. COUNTY reserves the right to extend the Contract for up to an additional three (3) months for its convenience.

SECTION II: COMPENSATION AND TERMS OF PAYMENT

A. Compensation

COUNTY agrees to pay HRS for the performance of services described in the Scope of Work (Exhibit A) for the fixed fee amount of \$3,218,000. COUNTY'S obligation to pay HRS cannot exceed the fixed fee amount. It is expressly understood that the entire work defined in Exhibit A must be completed by HRS and it shall be HRS'S responsibility to ensure that hours and tasks are properly budgeted, so the entire PROJECT is completed for the said fee.

B. Progress Payments

HRS will be entitled to periodic payments for work completed in accordance with the completion of tasks indicated in the Scope of Work (Exhibit A).

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.
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 HRS fails to provide the following information required on each invoice:
 - a. The title of the PROJECT as stated in Exhibit A, Scope of Work, COUNTY'S Contract Number, Project Number, Purchase Order Number, Invoice Date, Invoice Period, Invoice Number, and the Payment Remittance Address.
 - b. Expenses not defined in Exhibit A, Scope of Work, or expenses greater than the per diem rates will not be paid without prior written authorization by COUNTY.
 - c. COUNTY'S representative shall notify HRS in writing within fourteen (14) calendar days of any disputed amount included on the invoice. The parties will work to mutually resolve any disputed amount. HRS 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 HRS 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 HRS 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 HRS based on a disputed payment, the prevailing party shall be entitled to reasonable attorneys' fees and costs, as may be awarded by a court of competent jurisdiction in a final adjudication of the dispute, subject to COUNTY'S available unencumbered budgeted appropriations for the PROJECT.
6. Invoices shall be submitted to: RecorderAP@clarkcountynv.gov
7. COUNTY offers electronic payment to all suppliers. Payments will be deposited directly into your bank account via the Automated Clearing House (ACH) network. HRS 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. However, notwithstanding the forgoing, this shall not extinguish any of the COUNTY'S obligations to pay for deliverables, services, milestones completed prior to the end of the fiscal year preceding the fiscal year for which the COUNTY fails to appropriate monies 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 HRS, unless otherwise agreed to by the parties in writing.

SECTION III: SCOPE OF WORK

Services to be performed by HRS for the PROJECT 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 reasonable 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 HRS' cost or time required for performance of any services under this Contract, HRS shall notify COUNTY in writing within thirty (30) calendar days from the date of receipt by HRS of notification of change. An equitable adjustment limited to an amount within current unencumbered budgeted appropriations for the PROJECT shall be made and this Contract shall be amended in writing accordingly.
- B. No services for which an additional compensation will be charged by HRS shall be furnished without the written authorization of COUNTY.

SECTION V: RESPONSIBILITY OF HRS

- A. It is understood that in the performance of the services herein provided for, HRS 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, HRS has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by HRS in the performance of the services hereunder. HRS shall be solely responsible for 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. HRS shall appoint a Manager, who will manage the performance of services. All of the services specified by this Contract shall be performed by the Manager, or by HRS' associates and employees under the personal supervision of the Manager. HRS may, at its sole discretion, change or replace the Manager, or any employee of HRS performing the services under this contract at any time, and in the case of the Manager, provide written notice of such change to the COUNTY.
- C. HRS has, or shall, retain such employees as it may need to perform the services required by this Contract. Such employees shall not be employed by COUNTY.

- D. HRS agrees that its officers and employees shall cooperate with COUNTY in the performance of services under this Contract and shall be available for consultation with COUNTY at such reasonable times with advance notice as to not conflict with their other responsibilities. Further, the COUNTY agrees that its officers and employees shall cooperate with HRS in its performance of services under this Contract and shall be available for consultation with HRS at such reasonable times with advance notice as to not conflict with their other responsibilities.
- E. HRS shall follow COUNTY'S standard procedures as followed by COUNTY'S staff in regard to programming changes; testing; change control; and other similar activities.
- F. HRS shall perform the services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with current industry standards for similar services and shall devote adequate resources to meet its obligations under this Contract.
- G. HRS further represents that the services and deliverables will be in substantial conformity in all material respects with all requirements or specifications stated in this Contract and the applicable Scope of Work. In the event of HRS' breach of the foregoing warranty, the COUNTY'S sole and exclusive remedy shall be the reperformance of the services or redelivery of the deliverables by HRS or its subcontractors.
- H. EXCEPT FOR THE EXPRESS WARRANTIES IN THIS CONTRACT (A) EACH PARTY HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE UNDER THIS AGREEMENT, AND (B) SERVICE PROVIDER SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. HRS shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by HRS, its subcontractors and its and their principals, officers, employees and agents under this Contract. In performing the specified services, HRS shall follow practices consistent with generally accepted professional and technical standards.
- I. It shall be the duty of HRS 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 HRS shall, without additional compensation, correct or revise any errors or omissions in its work products.
- J. COUNTY's review, approval, acceptance, or payment for any of HRS' services herein or HRS' acceptance of payment 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. The parties shall be and remain liable in accordance with the terms of this Contract and applicable law for all damages caused by HRS' performance or either parties' failure to perform under this Contract.
- K. All materials, information, and documents, whether finished, unfinished, drafted, developed, prepared, completed, or acquired by HRS 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 HRS 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. HRS 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.
- L. 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 HRS, without prior written approval of COUNTY. COUNTY acknowledges that for this Contract, HRS will be subcontracting services out to US Imaging, HRS.
- B. Approval by COUNTY of HRS' request to subcontract, or acceptance of, or payment for, subcontracted work by COUNTY shall not in any way relieve HRS of responsibility for the professional and technical accuracy and adequacy of the work. HRS is liable for all damages to COUNTY caused by negligent performance or non-performance of work under this Contract by HRS' subcontractor or its sub-subcontractor.
- C. The compensation due under Section II shall not be affected by COUNTY'S approval of HRS' request to subcontract.

SECTION VII: RESPONSIBILITY OF COUNTY

- A. COUNTY agrees that its officers and employees will cooperate with HRS in the performance of services under this Contract and will be available for consultation with HRS at such reasonable times with advance notice as to not conflict with their other responsibilities.
- B. The services performed by HRS under this Contract shall be subject to review for compliance with the terms of this Contract by COUNTY'S representative, Michael Facio telephone number (702) 455-2285 or their designee. COUNTY'S representative may delegate any or all of his responsibilities under this Contract to appropriate staff members and will inform HRS 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 HRS. It is understood that COUNTY'S representative's review comments do not relieve HRS from the responsibility for the professional and technical accuracy of all work delivered under this Contract.
- D. COUNTY will assist HRS 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. HRS 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 HRS.

SECTION VIII: TIME SCHEDULE

- A. HRS shall complete the PROJECT in accordance with Exhibit A of this Contract.
- B. If HRS' performance of services is delayed or if HRS' sequence of tasks is changed, HRS 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 which shall not be unduly or unreasonably withheld.

SECTION IX: SUSPENSION AND TERMINATION

- A. Suspension

COUNTY may suspend performance by HRS under this Contract for such period of time as COUNTY, at its sole discretion, may prescribe by providing written notice to HRS at least ten (10) business days prior to the date on which COUNTY wishes to suspend. Upon such suspension, COUNTY will pay HRS its compensation, based on the percentage of the PROJECT completed and earned until the effective date of suspension, less all previous payments. HRS 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 HRS for any cause other than the error or omission of HRS, for an aggregate period in excess of thirty (30) business days, HRS shall be entitled to an equitable adjustment of the compensation payable to HRS under this Contract to reimburse HRS 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 thirty (30) 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 either party for its convenience; but only after HRS is given:
 - i. not less than thirty (30) 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 will pay HRS that portion of the compensation which has been earned as of the effective date of termination but no amount will 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 HRS that portion of the compensation which has been earned as of the effective date of termination but:
 - i. No amount will be allowed for anticipated profit on performed or unperformed services or other work; and
 - b. Upon receipt or delivery by HRS of a termination notice, HRS 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 HRS to fulfill contractual obligations it is determined that HRS has not so failed, the termination shall be rescinded and the parties shall proceed in accordance with the terms of the Contract.
4. Upon termination, COUNTY may take over the work and execute the same to completion by agreement with another party or otherwise.
5. The rights and remedies of COUNTY and HRS 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 HRS 'S principals, officers, employees, agents, subcontractors, vendors or suppliers are expressly recognized to be within HRS' control.

SECTION X: INSURANCE AND LIMITATION OF LIABILITY

- A. HRS shall obtain and maintain the insurance coverage required in Exhibit B incorporated herein by this reference. HRS 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 HRS fails to maintain any of the insurance coverage required herein and such failure is not otherwise cured within thirty (30) days of the notice from the COUNTY of such non-compliance, COUNTY may withhold payment, order HRS to stop the work, declare HRS in breach, suspend or terminate Contract.
- C. OTHER THAN THE INDEMNIFICATION OBLIGATIONS CONTAINED IN THIS AGREEMENT COUNTY AGREES THAT IN NO EVENT WILL HRS BE LIABLE TO THE COUNTY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING FUNDAMENTAL BREACH OR NEGLIGENCE, FOR ANY INDIRECT, PUNITIVE, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION FOR LOST PROFITS, LOSS OF REVENUE, FAILURE TO REALIZE ANTICIPATED SAVINGS, LOSS OR DAMAGED DATA LOSS OF GOODWILL, BUSINESS OPPORTUNITIES OR REPUTATION, OR ECONOMIC LOSS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGES, OR SUCH LOSSES OR DAMAGES ARE FORESEEABLE.
- D. EXCEPT AS PROVIDED IN XIIIE, HRS INDEMNIFICATION OBLIGATIONS TO THIRD PARTIES, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, COUNTY AGREES THAT THE ENTIRE LIABILITY OF HRS AND THAT OF ITS SUBCONTRACTORS AND COUNTY'S EXCLUSIVE REMEDY FOR CLAIMS IN CONNECTION WITH THIS CONTRACT OR ANY OTHER SERVICE SUPPLIED BY HRS OR BY ITS AFFILIATES OR SUBCONTRACTORS WHETHER IN CONTRACT OR IN TORT, INCLUDING FUNDIMENTAL BREACH OR NEGLIGENCE SHALL BE LIMITED TO ACTUAL DIRECT AND PROVEN DAMAGES AND SHALL NOT, IN THE AGGREGATE EXCEED \$1.1 MILLION DOLLARS.

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: Clark County Government Center
Attn: Michael Facio
500 S. Grand Central Parkway 2nd Floor
Las Vegas, NV 89155

TO HRS: Harris Recording Solutions
Attn: Angela Keeton
2290 Lucien Way, #125
Maitland, FL 32751

SECTION XII: MISCELLANEOUS

A. Independent Contractor

HRS acknowledges that HRS and any subcontractors, agents or employees employed by HRS 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 HRS 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, HRS 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. HRS acknowledges that COUNTY has an obligation to ensure that public funds are not used to subsidize private discrimination. HRS 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 HRS in breach of the Contract, terminate the Contract, and designate HRS as non-responsible.

D. Assignment

Any attempt by HRS to assign or otherwise transfer any interest in this Contract without the prior written consent of COUNTY shall be void.

E. Indemnity

HRS 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 HRS or the employees or agents of HRS in the performance of this Contract. County agrees to be responsible for its own acts of negligence.

F. Governing Law

Nevada law shall govern the interpretation of this Contract.

G. Gratuities

1. COUNTY may, by written notice to HRS, 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 HRS or any agent or representative of HRS 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 HRS as it could pursue in the event of a breach of this Contract by HRS; 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 HRS 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 HRS is subject to review by COUNTY to ensure contract compliance. HRS 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 HRS. 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

HRS 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. HRS 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

During the term of this Contract, a party may receive Confidential Information directly or indirectly under this Agreement. For the purposes of this Contract "Confidential Information" means any information that is treated as confidential by a party, including, without limitation, trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing, and marketing.

Confidential Information shall not include information that: (a) is already known to the party receiving Confidential Information directly or indirectly under this Contract (hereinafter "Receiving Party") from the other party (hereinafter "Disclosing Party"); (b) is or becomes generally known by the public other than by breach of this Agreement by, or other wrongful act of, the Receiving Party; (c) is developed by the Receiving Party independently of, and without reference to, any Confidential Information of the Disclosing Party; or (d) is received by the Receiving Party from a third party who is not under any obligation to the Disclosing Party to maintain the confidentiality of such information. The Receiving Party further agrees:

- (a) not to disclose or otherwise make available Confidential Information of the Disclosing Party to any third party without the prior written consent of the Disclosing Party; provided, however, that the Receiving Party may disclose the Confidential Information of the Disclosing Party and its Affiliates, and all of their officers, employees, consultants and legal advisors who have a "need to know", who have been apprised of this restriction and who are themselves bound by nondisclosure obligations at least as restrictive as those set forth in this Section 9;
- (b) to use the Confidential Information of the Disclosing Party only for the purposes of performing its obligations under the Agreement or, in the case of Customer, to make use of the Services and Deliverables and any other agreement; and
- (c) to promptly notify the Disclosing Party in the event it becomes aware of any loss or disclosure of any of the Confidential Information of Disclosing Party.

Notwithstanding the foregoing, County is a governmental entity and subject to the public records laws and regulations set forth in chapter 239 of the NRS. County's records are public records and are subject to inspection and copying by any person unless there is an applicable exception, or the record is declared by applicable law to be confidential. HRS is advised, and acknowledges, that this Agreement and documents provided in connection with this Agreement become a public record and, unless the information is declared by law to be confidential or is otherwise excluded from the public records disclosure

requirements, may be subject to inspection and copying. County makes no representation or warranty as to whether any Confidential Information will be deemed or determined to be confidential pursuant to law. County takes no responsibility and is not liable for release of any Confidential Information that County determines in its sole and absolute discretion that County must provide such Confidential Information because an applicable exception does not apply, or the information is not declared by law to be confidential.

K. Subcontractor Information

HRS 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 HRS is for COUNTY'S information only.

L. Disclosure of Ownership Form

HRS 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.

M. 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.

N. Force Majeure

HRS 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. HRS shall provide COUNTY satisfactory evidence that nonperformance is due to cause other than fault or negligence on its part.

O. 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.

P. Intellectual Property Rights: Ownership

1. Except as set forth in Paragraph 2 of this Section P, COUNTY is, and shall be, the sole and exclusive owner of all right, title and interest in and to the deliverables under this contract, including all Intellectual Property Rights therein.
2. HRS and its licensors are, and shall remain, the sole and exclusive owners of all right, title and interest in and to means the pre-existing materials specified in a Scope of Work and in all documents, data, know-how, methodologies, software and other materials, including computer programs, reports and specifications, provided by or used by HRS in connection with performing the services, in each case developed or acquired by HRS prior to the commencement or independently of this Contract, including all (a) patents, patent disclosures and inventions (whether patentable or not), (b) trademarks, service marks, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, (c) copyrights and copyrightable works (including computer programs), mask works, and rights in data and databases, (d) trade secrets, know-how and other confidential information, and (e) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world ("Intellectual Property Rights"), therein, which shall include HRS' database schema.
3. COUNTY and its licensors are, and shall remain, the sole and exclusive owner of all right, title and interest in and to the any documents, data, know-how, methodologies, software and other materials provided to HRS by the COUNTY as outlined in the Scope of Work, including computer programs, reports and specifications ("Customer Materials"), including all COUNTY's Intellectual Property Rights therein. Service Provider shall have no right or license to use any Customer Materials except solely during the Term of the Contract to the extent necessary to provide the Services to Customer. All other rights in and to the Customer Materials are expressly reserved by COUNTY.

Q. Non-Endorsement

As a result of the selection of HRS to supply goods or services, COUNTY is neither endorsing nor suggesting that HRS'S service is the best or only solution. HRS 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

HRS 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

HRS:

HARIS RECORDING SOLUTIONS


By: 
March 13, 2025

DATE

Todd Richardson Chief
Financial Officer

APPROVED AS TO FORM:

STEVEN B. WOLFSON
District Attorney

By: 
Sarah Schaerrer (Mar 24, 2025 10:25 PDT)

DATE

SARAH SCHAERRER
Deputy District Attorney

03/24/2025

EXHIBIT A
VERIFICATION OF OFFICIAL RECORDS
SCOPE OF WORK

Begin here.



HARRIS
RECORDING SOLUTIONS

YOUR RECORDS, OUR PASSION!

Verify Official Records Statement of Work

PREPARED FOR:

**CLARK COUNTY RECORDER
500 S. GRAND CENTRAL PKWY
LAS VEGAS, NV 89155**

PRESENTED BY:

Regional Account Manager
Harris Recording Solutions
2290 Lucien Way, Suite 330
Maitland, FL 32751
@harriscomputer.com

March 12, 2025

PROJECT SUMMARY

Clark County (County) is seeking verification of 8 million 2011-2021 Official Records. 2011-2014 and 2016-2021 documents were indexed using Auto-Index (AI) software, whereas 2014-2016 documents were manually indexed by County staff.

Harris Recording Solutions (HRS), working with its partner US Imaging, will visually verify documents in *ImageXpert* and manually correct documents as needed.

PROJECT SPECIFICATIONS:

1. County & HRS will work together to provide US Imaging with ALL images and the complete index of the scoped documents (January 1, 2011 through December 31, 2021)
2. HRS and the County will each establish a "team lead" position for the purpose of establishing a formal communication system. These team leads will communicate on clarifications, indexing questions, and processes.
3. HRS and the County will establish an agreed-upon set of indexing rules that will be adhered to by both parties for review and evaluation during the period of this agreement. Additionally, the County will provide HRS a list of document types that require Parcel Number.
4. HRS will visually verify documents, with an approximate accuracy rate of 99.5% post data correction. HRS will guarantee all work to this rate in perpetuity. HRS will correct any work that falls below this accuracy rate.
5. HRS will complete all work in 24 months from the date that Index and Images are received from Harris Recording Solutions. A return schedule will be established upon approval of this contract.
6. HRS will provide reporting for each batch that lists filename processed, actions taken (incorrect index, and corresponding corrected index). This will be delivered in either Excel, or another County approved format.
7. The HRS team will use its own software to index/verify documents. All documents will be manually reviewed, and corrections will be applied as necessary, per the agreed-upon County Indexing rules. HRS will verify and correct the following fields only:
 - a. Grantor Name(s)
 - b. Grantee Name(s)
 - c. Assessor Parcel Number (APN) (as required, per doc type list)

ASSUMPTIONS:

1. HRS will capture all index data, from required fields, which is present and legible.
2. HRS will capture all index data per the established index rules.
3. HRS will work with Harris to run "before and after" snapshot reports to identify the number of documents modified during the verification process. HRS can ONLY guarantee the 24-month timeline if the error rate is under 30%, if it exceeds this amount, the timeline will be adjusted.
4. HRS can guarantee this pricing up to a 30% correction rate. If more than 30% of the County's fields require a correction, the parties will enter negotiations for a per correction rate over and above the 30%. This rate will be checked at project Milestones equivalent to

EXCEPTIONS:

1. If the required indexing information is illegible or unavailable, HRS will log this as "Not Indexable," and deliver this information to the County for review.
2. Any changes to the scope of indexing will be handled through an Amendment.
3. HRS will not provide any additional indexing other than that which is stated within this proposal.

Phase 1: Estimated Investment to Verify Official Records

PRICING

VERIFY AND CORRECT DOCUMENTS	
DESCRIPTION	FEE
8,000,000 Documents @ \$0.40 Per Document to Verify within Acclaim	\$3,200,000
HRS export data and setup Image-1 Verification Environment, re-import data	\$18,000
TOTAL INVESTEMENT	\$3,218,000

PAYMENT STRUCTURE		
Installment	Amount	Payable At
1st Installment	\$804,500.00	At contract signing
POST PROJECT KICKOFF		
2nd Installment	\$321,800.00	At Month 2 (Post Project Kick-Off)
3rd Installment	\$95,077.28	At Month 3 (Post Project Kick-Off)
4th Installment	\$95,077.28	At Month 4 (Post Project Kick-Off)
5th Installment	\$95,077.28	At Month 5 (Post Project Kick-Off)
6th Installment	\$95,077.28	At Month 6 (Post Project Kick-Off)
7th Installment	\$95,077.28	At Month 7 (Post Project Kick-Off)
8th Installment	\$95,077.28	At Month 8 (Post Project Kick-Off)
9th Installment	\$95,077.27	At Month 9 (Post Project Kick-Off)
10th Installment	\$95,077.27	At Month 10 (Post Project Kick-Off)
11th Installment	\$95,077.27	At Month 11 (Post Project Kick-Off)
12th Installment	\$95,077.27	At Month 12 (Post Project Kick-Off)
13th Installment	\$95,077.27	At Month 13 (Post Project Kick-Off)
14th Installment	\$95,077.27	At Month 14 (Post Project Kick-Off)
15th Installment	\$95,077.27	At Month 15 (Post Project Kick-Off)
16th Installment	\$95,077.27	At Month 16 (Post Project Kick-Off)
17th Installment	\$95,077.27	At Month 17 (Post Project Kick-Off)
18th Installment	\$95,077.27	At Month 18 (Post Project Kick-Off)
19th Installment	\$95,077.27	At Month 19 (Post Project Kick-Off)
20th Installment	\$95,077.27	At Month 20 (Post Project Kick-Off)
21st Installment	\$95,077.27	At Month 21 (Post Project Kick-Off)
22nd Installment	\$95,077.27	At Month 22 (Post Project Kick-Off)
23rd Installment	\$95,077.27	At Month 23 (Post Project Kick-Off)
24th Installment	\$95,077.27	At Month 24 (Post Project Kick-Off)

ACCEPTANCE AND AUTHORIZATION:

The proposed quantities above are estimated, invoiced quantities will be actual. Invoices will be issued at the end of each calendar month.

All images and indexes are the exclusive property of Clark County. US Imaging or HRS will not reproduce or distribute Clark County images and/or indexes to any other entity except the County.

HRS may designate acceptance of this proposal by signature of a duly authorized officer of the company. Total costs for initial implementation and ongoing costs have been described herein.

Accepted by:

Jessica Colvin, Chief Financial Officer
Clark County
500 S. Grand Central Pkwy
Las Vegas, NV 89155

Signature: _____

Date: _____

Accepted by:

Todd Richardson, Chief Financial Officer

Harris Recording Solutions
2290 Lucien Way, Suite 125
Maitland, FL 32751

Signature: 

Date: March 13, 2025

EXHIBIT B
VERIFICATION OF OFFICIAL RECORDS
INSURANCE REQUIREMENTS

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

- A. **Format/Time:** HRS 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. HRS 'S insurance shall be primary with respect to COUNTY, its officers and employees.
- D. **Endorsement/Cancellation:** HRS' general liability and automobile liability insurance policy shall be endorsed to recognize specifically HRS' contractual obligation of additional insured to COUNTY And the insurer shall endeavor to provide thirty (30) days notice of cancellation. A copy of the policy language that gives COUNTY automatic additional insured status shall be provided to the COUNTY for their reference. 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. In the event that HRS's self-insured retention or deductible exceeds the sum of \$25,000, it shall request a waiver to go above this amount by providing the amount of the deductible of SIR along with financial records disclosing the financial ability of HRS to satisfy the same.*
- 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, HRS 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, HRS 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 HRS 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. **Technology Errors and Omissions and Cyber Liability:** For Technology Errors and Omissions: HRS shall maintain limits of no less than \$1,000,000 aggregate. If the professional liability insurance provided is on a Claims Made Form, then the insurance coverage required must continue for a period of two (2) years beyond the completion or termination of this Contract. Any retroactive date must coincide with or predate the beginning of this and may not be advanced without the consent of COUNTY.

For Cyber Liability: HRS shall obtain and maintain with limits not less than \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by HRS in this Contract and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, , invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

Notwithstanding the maintenance of the technology errors and omission and cyber liability policies referenced above, The parties acknowledge that HRS is self-insured for infringement of intellectual property, including copyright, trade mark, and trade dress, and further acknowledge that such self insurance shall not be reflected on any certificate of insurance provided to the COUNTY.

Technology Professional Liability Errors and Omissions Insurance appropriate to HRS' profession and work hereunder, with limits not less than \$2,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by HRS in this Contract and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

- J. **Workers' Compensation:** HRS 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 HRS that is a Sole Proprietor shall be required to submit an affidavit (Attachment 1) indicating that HRS 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.
- K. **Failure to Maintain Coverage:** If HRS fails to maintain any of the insurance coverage required herein, COUNTY may if such failure is not cured within thirty (30) days of such failure, suspend or terminate the Contract.
- L. **Additional Insurance:** HRS is encouraged to purchase any such additional insurance as it deems necessary.
- M. **Cost:** HRS 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, 4th Floor, Las Vegas, Nevada 89155



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER 1. INSURANCE BROKER'S NAME ADDRESS	CONTACT NAME:		
	PHONE (A/C No. Ext):	BROKER'S PHONE NUMBER	
	FAX (A/C No.):	BROKER'S FAX NUMBER	
	E-MAIL ADDRESS: BROKER'S EMAIL ADDRESS		
INSURED 2. HRS NAME ADDRESS PHONE & FAX NUMBERS	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A:		3.
	INSURER B:		Company's
	INSURER C:		Best
	INSURER D:		Key Rating
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADD'L INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS	
4.	GENERAL LIABILITY	X		(A)	(B)	(C)	EACH OCCURRENCE	\$(D) 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY							
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR							
	GEN'L AGGREGATE LIMIT APPLIES PER:							
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						DEDUCTIBLE MAXIMUM	\$ 25,000
5.	AUTOMOBILE LIABILITY	X		(G)	(H)	(I)	COMBINED SINGLE LIMIT (Ea accident)	\$(J) 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS							\$
	<input type="checkbox"/> NON-OWNED AUTOS						DEDUCTIBLE MAXIMUM	\$ 25,000
6.	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY	Y/N <input type="checkbox"/>	N/A				<input type="checkbox"/> WC STATUTORY LIMITS	OTHER \$
	E.L. EACH ACCIDENT						\$	
	E.L. DISEASE - E.A. EMPLOYEE						\$	
	E.L. DISEASE - POLICY LIMIT						\$	
7.	PROFESSIONAL LIABILITY			(K)	(L)	(M)	AGGREGATE	\$(N) 1,000,000
8.	CYBER LIABILITY			(O)	(P)	(Q)	AGGREGATE	\$(R) 2,000,000

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

9. CBE NO.607356-24; VERIFICATION OF OFFICIAL RECORDS

10. CERTIFICATE HOLDER

CANCELLATION

CLARK COUNTY, NEVADA
C/O PURCHASING AND CONTRACTS DIVISION
GOVERNMENT CENTER, FOURTH FLOOR
500 S. GRAND CENTRAL PARKWAY
P.O. BOX 551217
LAS VEGAS, NV 89155-1217

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

11. AUTHORIZED REPRESENTATIVE

@ 1988-2010 ACORD CORPORATION. All rights reserved.

POLICY NUMBER: _____

COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY

CBE NUMBER AND CONTRACT NAME:

THIS ENDORSEMENT CHANGED THE POLICY. PLEASE READ IT CAREFULLY
ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

CLARK COUNTY, NEVADA
C/O PURCHASING & CONTRACTS DIVISION
500 S. GRAND CENTRAL PKWY 4TH FL
PO BOX 551217
LAS VEGAS, NEVADA 89155-1217

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

CLARK COUNTY, NEVADA, ITS OFFICERS, EMPLOYEES AND VOLUNTEERS ARE INSURED WITH RESPECT TO LIABILITY ARISING OUT OF THE ACTIVITIES BY OR ON BEHALF OF THE NAMED INSURED IN CONNECTION WITH THIS PROJECT.

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. 607356-24, entitled VERIFICATION OF OFFICIAL RECORDS
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 77th 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: N/A
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.