<table>
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<tr>
<th>Tierra Right of Way Services, LTD</th>
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<tbody>
<tr>
<td><strong>NAME OF FIRM</strong></td>
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<tr>
<td>Mack Dickerson, Vice President of Right of Way</td>
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<tr>
<td>Real Property Acquisition Services – County Projects</td>
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<tr>
<td><strong>DESIGNATED CONTACT, NAME AND PROJECT</strong></td>
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<tr>
<td>(Please type or print)</td>
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<tr>
<td>6655 West Sahara, Suite B-200</td>
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<tr>
<td>Las Vegas, Nevada 89146</td>
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<tr>
<td><strong>ADDRESS OF FIRM</strong></td>
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<tr>
<td>INCLUDING CITY, STATE AND ZIP CODE</td>
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<tr>
<td>(520) 319-2106</td>
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<tr>
<td><strong>(AREA CODE) AND TELEPHONE NUMBER</strong></td>
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<tr>
<td>(520) 323-3326</td>
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<tr>
<td><strong>(AREA CODE) AND FAX NUMBER</strong></td>
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<tr>
<td><a href="mailto:mdickerson@tierra-row.com">mdickerson@tierra-row.com</a></td>
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<td><strong>E-MAIL ADDRESS</strong></td>
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</table>
CONTRACT FOR REAL PROPERTY ACQUISITION SERVICES – COUNTY

This Contract is made and entered into this 15th day of March, 2011, by and between CLARK COUNTY, NEVADA (hereinafter referred to as OWNER), and TIERRA RIGHT OF WAY SERVICES, LTD (hereinafter referred to as CONSULTANT), for REAL PROPERTY ACQUISITION SERVICES – COUNTY PROJECTS (hereinafter referred to as PROJECT).

WITNESS ETH:

WHEREAS, the CONSULTANT has the personnel and resources necessary to accomplish the SERVICES on an as required basis, and

WHEREAS, the CONSULTANT 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 and

WHEREAS, no fixed number of hours or dollars will be guaranteed to CONSULTANT, and

WHEREAS, all costs for SERVICES provided to OWNER by CONSULTANT shall include all travel, lodging, meals and miscellaneous expenses, and

WHEREAS, the CONSULTANT will be offered the opportunity to submit (1) quote(s), or (2) hourly rate(s), and/or (3) qualifications, and (4) availability of resources for the required category each time SERVICES are required by OWNER, and

WHEREAS, the CONSULTANT understands that it will be competing with other selected CONSULTANTS on the contract with OWNER to provide such SERVICES, and

WHEREAS, the CONSULTANT understands that this contract is with OWNER on an "as required" basis, and does not include any exclusive rights with any other department for SERVICES, and

WHEREAS, the OWNER will issue an individual purchase order(s) to CONSULTANT for SERVICES, subject to approved budgeted appropriations for CONSULTANT, upon with each purchase order will describe the specific duties/Scope of work to be performed, based on the category needed, and

NOW, THEREFORE, OWNER and CONSULTANT agree as follows:

SECTION I: RESPONSIBILITY OF CONSULTANT

A. It is understood that in the performance of the services herein provided for, CONSULTANT shall be, and is, an independent contractor, and is not an agent, representative or employee of OWNER and shall furnish such services in its own manner and method except as required by this Contract. Further, CONSULTANT has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by CONSULTANT in the performance of the services hereunder. CONSULTANT shall be solely responsible for, and shall indemnify, defend and hold OWNER 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. In accordance with the Immigration Reform and Control Act of 1986, the CONSULTANT agrees that it will not employ unauthorized aliens in the performance of this Contract.

C. CONSULTANT acknowledges that the OWNER has an obligation to ensure that public funds are not used to subsidize private discrimination. CONSULTANT 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, age, disability, national origin, or any other protected status, the OWNER may declare the CONSULTANT in breach of the Contract, terminate the Contract, and designate the CONSULTANT as non-responsible.

D. CONSULTANT acknowledges that CONSULTANT and any subcontractors, agents or employees employed by CONSULTANT shall not, under any circumstances, be considered employees of the OWNER, and that they shall not be entitled to any of the benefits or rights afforded employees of OWNER, 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. OWNER will not provide or pay for any liability or medical insurance, retirement contributions or any other benefits for or on behalf of CONSULTANT or any of its officers, employees or other agents.

P:\PAWA_WORK\RFPS\2010\PR02069\062026 Tierra Right_xom.doc 2
E. The CONSULTANT shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by the CONSULTANT, its subcontractors and its and their principals, officers, employees and agents under this Contract. In performing the specified services, CONSULTANT shall follow practices consistent with generally accepted professional and technical standards.

F. It shall be the duty of the CONSULTANT 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. CONSULTANT will not produce a work product which violates or infringes on any copyright or patent rights. The CONSULTANT shall, without additional compensation, correct or revise any errors or omissions in its work products. Permitted or required approval by the OWNER of any products or services furnished by CONSULTANT shall not in any way relieve the CONSULTANT of responsibility for the professional and technical accuracy and adequacy of its work. OWNER's review, approval, acceptance, or payment for any of CONSULTANT'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 CONSULTANT shall be and remain liable in accordance with the terms of this Contract and applicable law for all damages to OWNER caused by CONSULTANT's performance or failures to perform under this Contract.

G. CONSULTANT 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 CONSULTANT's associates and employees under the personal supervision of the Manager. Should the Manager, or any employee of CONSULTANT be unable to complete his or her responsibility for any reason, the CONSULTANT will replace him or her with a qualified person. If CONSULTANT fails to make a required replacement within 30 days, OWNER may terminate this Contract for default.

H. All materials, information, and documents, whether finished, unfinished, or draft, developed, prepared, completed, or acquired by CONSULTANT for OWNER 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 CONSULTANT to parties other than OWNER shall become the property of OWNER and shall be delivered to OWNER's representative upon completion or termination of this Contract, whichever comes first. CONSULTANT shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by OWNER. OWNER shall have the right to reproduce all documentation supplied pursuant to this Contract.

I. The CONSULTANT agrees that its officers and employees will cooperate with the OWNER in the performance of services under this Contract and will be available for consultation with OWNER at such reasonable times with advance notice as to not conflict with their other responsibilities.

J. CONSULTANT 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 the OWNER.

K. The CONSULTANT agrees to provide the information on the attached "Disclosure of Ownership/Principals" form prior to any contract award by the Board of County Commissioners.

L. The rights and remedies of the OWNER 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 II: RESPONSIBILITY OF OWNER

A. The OWNER agrees that its officers and employees will cooperate with CONSULTANT in the performance of services under this Contract and will be available for consultation with CONSULTANT at such reasonable times with advance notice as to not conflict with their other responsibilities.

B. The services performed by CONSULTANT under this Contract shall be subject to review for compliance with the terms of this Contract by OWNER's representative, Krynn Williams, Real Property Management, telephone number (702)465-5289 or their designee. OWNER's representative may delegate any or all of his responsibilities under this Contract to appropriate staff members, and shall so inform CONSULTANT by written notice before the effective date of each such delegation.
C. The review comments of OWNER's representative may be reported in writing as needed to CONSULTANT. It is understood that OWNER's representatives review comments do not relieve CONSULTANT from the responsibility for the professional and technical accuracy of all work delivered under this Contract.

D. OWNER shall, without charge, furnish to or make available for examination or use by CONSULTANT as it may request, any data which OWNER has available, including as examples only and not as a limitation:
1. Copies of reports, surveys, records, and other pertinent documents.
2. Copies of previously prepared reports, job specifications, surveys, records, ordinances, codes, regulations, other documents, and information related to the services specified by this Contract.

CONSULTANT shall return any original data provided by OWNER.

E. OWNER shall assist CONSULTANT in obtaining data on documents from public officers or agencies, and from private citizens and business firms, whenever such material is necessary for the completion of the services specified by this Contract.

F. CONSULTANT will not be responsible for accuracy of information or data supplied by OWNER or other sources to the extent such information or data would be relied upon by a reasonably prudent CONSULTANT.

SECTION III: SCOPE OF WORK

Services to be performed by the CONSULTANT for the PROJECT shall consist of the work described in the Scope of Work as set forth in Exhibit A of this Contract, attached hereto.

SECTION IV: CHANGES TO SCOPE OF WORK

A. The OWNER may at any time, by written order, make 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 the CONSULTANT's cost or time required for performance of any services under this Contract, an equitable adjustment limited to an amount within current unencumbered budgeted appropriations for the PROJECT be made and this Contract shall be modified in writing accordingly. Any claim of the CONSULTANT for the adjustment under this clause must be submitted in writing within 30 calendar days from the date of receipt by the CONSULTANT of notification of change unless the OWNER grants a further period of time before the date of final payment under this Contract.

B. No services for which an additional compensation will be charged by the CONSULTANT shall be furnished without the written authorization of the OWNER.

SECTION V: COMPENSATION AND TERMS OF PAYMENT

A. OWNER agrees to pay CONSULTANT for the performance of services described in the Scope of Work (Exhibit A) by category, for the fixed fee amount on a per project basis. The OWNER's obligation to pay CONSULTANT cannot exceed the fixed fee amount as quoted by project, it is expressly understood that the entire work defined in Exhibit A, by category must be completed by the CONSULTANT and it shall be the CONSULTANT's responsibility to ensure that fee and/or hours are properly budgeted so the entire PROJECT is completed for the said fixed fee for said project.

B. Payments
1. Payment of invoices will be made within 30 calendar days after receipt of an accurate invoice that has been reviewed and approved by the OWNER's representative.
2. The OWNER's representative shall notify the CONSULTANT in writing within 14 calendar days of any disputed amount included on the invoice. The undisputed amount will be paid in accordance with paragraph B.1 above. Upon resolution of the disputed amount by the OWNER and the CONSULTANT, payment will be made in accordance with paragraph B.1 above.
3. No penalty will be imposed on OWNER if the OWNER fails to pay CONSULTANT within 30 calendar days after receipt of a properly documented invoice, and OWNER will receive no discount for payment within that period.
4. In the event that legal action is taken by the OWNER or the CONSULTANT based on a disputed payment, the prevailing party shall be entitled to reasonable attorneys’ fees and costs subject to OWNER’s available unencumbered budgeted appropriations for the PROJECT.

5. All payments shall be due within 30 calendar days after receipt of the invoice.

6. OWNER shall subtract from any payment made to CONSULTANT all damages, costs and expenses caused by CONSULTANT’s negligence, resulting from or arising out of errors or omissions in CONSULTANT’s work products, which have not been previously paid to CONSULTANT.

7. Invoices shall be submitted to Krynn Williams, 500 Grand Central Parkway, 4th Floor, Real Property Management, Las Vegas, Nevada 89155.

C. Owner’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 the OWNER’s financial responsibility as indicated in Sections 2 and 3 below.

2. Notwithstanding any other provisions of this Contract, this Contract shall terminate and OWNER’s obligations under it shall be extinguished at the end of the fiscal year in which the OWNER fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which will then become due.

3. OWNER’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 OWNER’s purchase order(s) to the CONSULTANT.

SECTION VI: SUBCONTRACTS

A. Services specified by this Contract shall not be subcontracted by the CONSULTANT, without prior written approval of OWNER.

B. Approval by OWNER of CONSULTANT’s request to subcontract or acceptance of or payment for subcontracted work by OWNER shall not in any way relieve CONSULTANT of responsibility for the professional and technical accuracy and adequacy of the work. CONSULTANT shall be and remain liable for all damages to OWNER caused by negligent performance or non-performance of work under this Contract by CONSULTANT’s subcontractor or its sub-subcontractor.

C. The compensation due under Section V shall not be affected by OWNER’s approval of CONSULTANT’s request to subcontract.

SECTION VII: MISCELLANEOUS PROVISIONS

A. Time Schedule

1. Time is of the essence of this contract.

2. CONSULTANT shall complete the PROJECT in accordance with the provisions contained in Exhibit A, by category of this Contract.

3. If the CONSULTANT’s performance of services is delayed or if the CONSULTANT’s sequence of tasks is changed, CONSULTANT shall notify the OWNER’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 the OWNER’s written approval.
B. **Suspension**

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

C. **Termination**

1. This Contract may be terminated in whole or in part by either party in the event of substantial failure 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. not less than 10 calendar days written notice of intent to terminate; and
   b. an opportunity for consultation with the terminating party prior to termination.

2. This Contract may be terminated in whole or in part by the OWNER for its convenience; but only after the CONSULTANT is given:
   a. not less than 10 calendar days written notice of intent to terminate; and
   b. an opportunity for consultation with the OWNER prior to termination.

3. If termination for default is effected by the OWNER, the OWNER will pay CONSULTANT that portion of the compensation which has been earned as of the effective date of termination but:
   a. no amount shall be allowed for anticipated profit on performed or unperformed services or other work; and
   b. any payment due to the CONSULTANT at the time of termination may be adjusted to the extent of any additional costs occasioned to the OWNER by reason of the CONSULTANT's default.

4. If termination is for the OWNER's convenience, the OWNER shall pay the CONSULTANT 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.

5. Upon receipt or delivery by CONSULTANT of a termination notice, the CONSULTANT shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to the OWNER's representative, copies of all deliverables as provided in Section 1 paragraph 1.

6. Upon termination, the OWNER may take over the work and prosecute the same to completion by agreement with another party or otherwise. In the event the CONSULTANT shall cease conducting business, the OWNER shall have the right to make an unsolicited offer of employment to any employees of the CONSULTANT assigned to the performance of this Contract.

7. If after termination for failure of the CONSULTANT to fulfill contractual obligations it is determined that the CONSULTANT has not so failed, the termination shall be deemed to have been effected for the convenience of the OWNER.

8. The rights and remedies of the OWNER and the CONSULTANT provided in this section are in addition to any other rights and remedies provided by law or under this Contract.

9. 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 CONSULTANT's principals, officers, employees, agents, subcontractors, vendors or suppliers are expressly recognized to be within CONSULTANT's control.
D. **Covenant Against Contingent Fees**

The CONSULTANT warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide permanent employees. For breach or violation of this warranty, the OWNER shall have the right to annul this Contract without liability or in its discretion to deduct from the Contract price or consideration or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

E. **Gratuities**

1. The OWNER may, by written notice to the CONSULTANT, terminate this Contract if it is found after notice and hearing by the OWNER that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the CONSULTANT or any agent or representative of the CONSULTANT to any officer or employee of the OWNER 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, the OWNER shall be entitled:
   a. to pursue the same remedies against the CONSULTANT as it could pursue in the event of a breach of this Contract by the CONSULTANT; 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 the OWNER) which shall be not less than 3 nor more than 10 times the costs incurred by the CONSULTANT in providing any such gratuities to any such officer or employee.

3. The rights and remedies of the OWNER 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.

F. **Insurance**

The CONSULTANT shall obtain and maintain the insurance coverages required in Exhibit B incorporated herein by this reference. The CONSULTANT shall comply with the terms and conditions set forth in Exhibit B and shall include the cost of the insurance coverages in their prices.

G. **Indemnity**

The CONSULTANT does hereby agree to defend, indemnify, and hold harmless the OWNER and the employees, officers and agents of the OWNER 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 the CONSULTANT or the employees or agents of the CONSULTANT in the performance of this Contract.

H. **Subcontractor Information**

The CONSULTANT 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), and Nevada Business Enterprise (NBE) subcontractors for this Contract utilizing the attached format (Exhibit C). The information provided in Exhibit C by the CONSULTANT is for the OWNER's information only.

I. **Audits**

The performance of this contract by the CONSULTANT is subject to review by the Owner to insure contract compliance. The CONSULTANT agrees to provide the Owner any and all information requested that relates to the performance of this contract. All request for information will be in writing to the CONSULTANT. 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.

J. **Covenant**

The CONSULTANT 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. CONSULTANT further covenants, to its knowledge and ability, that in the performance of said services no person having any such interest shall be employed.
K. Assignment
Any attempt by CONSULTANT to assign or otherwise transfer any interest in this Contract without the prior written consent of the OWNER shall be void.

L. Governing Law
Nevada law shall govern the interpretation of this Contract.

M. Term of Contract
OWNER agrees to retain CONSULTANT for the period from date of award through December 31, 2015, subject to the provisions of Sections V and VII herein. During this period, CONSULTANT agrees to provide services as required by OWNER within the scope of this Contract.

N. Confidential Treatment of Information
CONSULTANT shall preserve in strict confidence any information obtained, assembled or prepared in connection with the performance of this Contract.

O. Notice
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 OWNER: Clark County Government Center
Attn: Chief Financial Officer
500 South Grand Central Parkway
Las Vegas, Nevada 89155

TO CONSULTANT: Tierra Right of Way Services, Ltd.
6655 West Sahara, Suite B-200
Las Vegas, Nevada 89146
IN WITNESS WHEREOF, the parties have caused this Contract to be executed the day and year first above written.

OWNER:

CLARK COUNTY, NEVADA

By: GEORGE W. STEVENS
Chief Financial Officer

CONSULTANT:

TIERRA RIGHT OF WAY SERVICES, LTD

By: RANDYE FERRICK
President, Owner and Designated Broker

APPROVED AS TO FORM:

DAVID ROGER
District Attorney

By: ELIZABETH A. VIBERT
Deputy District Attorney
EXHIBIT A - SCOPE OF WORK

SCOPE OF WORK
(CATEGORY C)
BUREAU OF LAND MANAGEMENT CONSULTING SERVICES

The CONSULTANT shall furnish the professional CONSULTANT services to the OWNER in accordance with the terms of this Contract. The CONSULTANT shall make available the necessary personnel, facilities and materials to perform the required services through its own employees or through the employees of subcontractors, and to provide the OWNER with accurate information, cogent reports and clear-cut options. The OWNER certifies that it is not currently representing, and that it will not represent during the term of the Contract, any interested parties, other than the OWNER, in this transaction.

Services the CONSULTANT shall furnish to the OWNER shall include, but not be limited to, the following:

CONSULTANT shall provide services for the acquisition, coordination and management of leases of real property from the Bureau of Land Management (BLM) on behalf of the OWNER. The services required of the CONSULTANT are specified below and include, but are not limited to:

A. Application of all leases and other land uses with BLM
B. Processing required advertising/publishing of BLM applications
C. Resolution of issues during application process
D. Processing and monitoring BLM application in a timely manner
E. Working with the Real Property Management Division to coordinate and create renewal applications.

FEE PAID BY CLARK COUNTY

SCOPE OF WORK
(CATEGORY D)
RELOCATION SERVICES

The CONSULTANT shall furnish the professional CONSULTANT services to the OWNER in accordance with the terms of this Contract. The CONSULTANT shall make available the necessary personnel, facilities and materials to perform the required services through its own employees or through the employees of subcontractors, and to provide the OWNER with accurate information, cogent reports and clear cut options. The OWNER certifies that it is not currently representing, and that it will not represent during the term of the Contract, any interested parties, other than the OWNER, in this transaction.

Services the CONSULTANT shall furnish to the OWNER shall include, but not be limited to, the following:

CONSULTANT shall relocate persons displaced through the purchase of real property for use by the OWNER. The CONSULTANT will be responsible to use the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, the Relocation Act Amendments of 1987, and comply with all federal and state requirements to relocate those persons. The services required of the CONSULTANT are specified below:

A. Analysis
B. Residential
C. Business
D. Tenant
E. Non-profit organization
F. Provide information to displace
G. Secure replacement properties
EXHIBIT A - SCOPE OF WORK

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<tbody>
<tr>
<td>H.</td>
<td>Review relocation claims and computations</td>
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<tr>
<td>I.</td>
<td>Prepare relocation report with recommendations</td>
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<tr>
<td>J.</td>
<td>Follow-up inspection of replacement quarters</td>
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**FEE PAID BY CLARK COUNTY BASED ON QUOTES OBTAINED BY RPM STAFF**
EXHIBIT B
RFP NO. 602095-10
CONTRACT FOR REAL PROPERTY ACQUISITION SERVICES – COUNTY PROJECTS
INSURANCE REQUIREMENTS

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

1. **Format/Time:** The CONSULTANT shall provide Owner with Certificates of Insurance, per the sample format (page B-3), for coverages as listed below, and endorsements affecting coverage required by this Contract within 10 calendar days after the award by the Owner. 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.

2. **Best Key Rating:** The Owner 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.

3. **Owner Coverage:** The Owner, its officers and employees must be expressly covered as additional insureds except on workers’ compensation and professional liability insurance coverages. The CONSULTANT’s insurance shall be primary as respects the Owner, its officers and employees.

4. **Endorsement/Cancellation:** The CONSULTANT’s general liability and automobile liability insurance policy shall be endorsed to recognize specifically the CONSULTANT’s contractual obligation of additional insured to Owner and must note that the Owner 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.

5. **Deductibles:** All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed $2,500.

6. **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.

7. **Commercial General Liability:** Subject to paragraph 6 of this Exhibit, the CONSULTANT 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.

8. **Automobile Liability:** Subject to paragraph 6 of this Exhibit, the CONSULTANT 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 CONSULTANT and any auto used for the performance of services under this Contract.

9. **Professional Liability:** The CONSULTANT 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 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 the Owner.

10. **Workers’ Compensation:** The CONSULTANT 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 CONSULTANT that is a Sole Proprietor shall be required to submit an affidavit (Attachment 1) indicating that the CONSULTANT 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.

11. **Failure To Maintain Coverage:** If the CONSULTANT fails to maintain any of the insurance coverages required herein, Owner may withhold payment, order the CONSULTANT to stop the work, declare the CONSULTANT in breach, suspend or terminate the Contract, assess liquidated damages as defined herein, or may purchase replacement insurance or pay premiums due on existing policies. Owner may collect any replacement insurance costs or premium payments made from the CONSULTANT or deduct the amount paid from any sums due the CONSULTANT under this Contract.

12. **Additional Insurance:** The CONSULTANT is encouraged to purchase any such additional insurance as it deems necessary.

13. **Damages:** The CONSULTANT is required to remedy all injuries to persons and damage or loss to any property of Owner, caused in whole or in part by the CONSULTANT, their subcontractors or anyone employed, directed or supervised by CONSULTANT.
14. **Cost**: The CONSULTANT shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).

15. **Insurance Submittal Address**: All Insurance Certificates requested shall be sent to the Clark County Purchasing and Contracts Division, Attention: Insurance Coordinator. See the Submittal Requirements Clause in the RFP package for the appropriate mailing address.

16. **Insurance Form Instructions**: The following information must be filled in by the CONSULTANT's Insurance Company representative:

1. Insurance Broker's name, complete address, phone and fax numbers.
2. CONSULTANT'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) General Aggregate ($2,000,000)
   (E) Products-Completed Operations Aggregate ($2,000,000)
   (F) Personal & Advertising Injury ($1,000,000)
   (G) Each Occurrence ($1,000,000)
   (H) Fire Damage ($50,000)
   (I) Medical Expenses ($5,000)

5. **Automobile Liability (Any Auto)**
   (J) Policy Number
   (K) Policy Effective Date
   (L) Policy Expiration Date
   (M) Combined Single Limit ($1,000,000)

6. **Worker's Compensation**

7. **Professional Liability**
   (N) Policy Number
   (O) Policy Effective Date
   (P) Policy Expiration Date
   (Q) Aggregate ($1,000,000)

8. **Description**: RFP Number 602095-10 and CONTRACT FOR REAL PROPERTY ACQUISITION SERVICES – COUNTY PROJECTS (must be identified on the initial insurance form and each renewal form).

9. **Certificate Holder**:
   Clark County  
c/o Purchasing and Contracts Division  
Government Center, Fourth Floor  
500 South Grand Central Parkway  
P.O. Box 551217  
Las Vegas, Nevada 89155-1217

10. **Appointed Agent Signature** to include license number and issuing state.
# CLARK COUNTY CERTIFICATE OF INSURANCE

**Producert**

1. **Insurance Broker’s Name, Address, Contact Name, Phone & Fax Numbers**
   - Company A
   - Letter
   - Company B
   - Letter
   - Company C
   - Letter
   - Company D
   - Letter
   - Company E
   - Letter

**Insured**

2. **Successful Bidder’s Name, Address, Phone & Fax Numbers**
   - Best Rating
   - Company’s

**Coverages**

- 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.

<table>
<thead>
<tr>
<th>LETTER</th>
<th>TYPE OF INSURANCE</th>
<th>POLICY NUMBER</th>
<th>POLICY EFFECTIVE DATE (MM/DD/YY)</th>
<th>POLICY EXPIRATION DATE (MM/DD/YY)</th>
<th>LIMITS</th>
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<tbody>
<tr>
<td>4.</td>
<td>General Liability</td>
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<tr>
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<td>X COMMERCIAL GENERAL LIABILITY</td>
<td>(A)</td>
<td>(B)</td>
<td>(C)</td>
<td>GENERAL Aggregate</td>
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<td>PRODUCT’S COM/PROF AGRG</td>
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<td>PERSONAL &amp; ADV. INJURY</td>
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<td></td>
<td>UNDERGROUND EXPLOSION &amp; COLLAPSE</td>
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<td></td>
<td>EACH OCCURRENCE</td>
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<td>DEDUCTIBLE $25,000</td>
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<td></td>
<td>FIRE DAMAGE (Any one fire)</td>
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<td>MED. EXPENSE (Any one person)</td>
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<td>5.</td>
<td>Automobile Liability</td>
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<td>(K)</td>
<td>(L)</td>
<td>COMBINED SINGLE LIMIT</td>
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<td></td>
<td>X ANY AUTO</td>
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<td></td>
<td></td>
<td>BODILY INJURY (Per person)</td>
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<td></td>
<td>ALL OWNED AUTOS</td>
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<td></td>
<td>BODILY INJURY (Per accident)</td>
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<tr>
<td></td>
<td>SCHEDULED AUTOS</td>
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<td>PROPERTY DAMAGE</td>
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<td>HIRED AUTOS</td>
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<td>EACH OCCURRENCE</td>
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<td></td>
<td>NON-OWNED AUTOS</td>
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<td></td>
<td>AGGREGATE</td>
</tr>
<tr>
<td></td>
<td>DEDUCTIBLE $25,000</td>
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<tr>
<td>6.</td>
<td>Excess Liability</td>
<td>(N)</td>
<td>(O)</td>
<td>(P)</td>
<td>STATUTORY LIMITS</td>
</tr>
<tr>
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<td>UMBRELLA FORM</td>
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<td>EACH ACCIDENT</td>
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<td></td>
<td>OTHER THAN UMBRELLA FORM</td>
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<td></td>
<td>DISEASE/POLICY LIMIT</td>
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<td></td>
<td>AGGREGATE</td>
</tr>
</tbody>
</table>

8. **Description:** RFP No. 602095-10; Contract for Real Property Acquisition Services – County Projects.

9. **Certificate Holder**
   - 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

**Cancellation**

Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail 30 days written notice to the certificate holder named to the left.

10. **Appointed Agent Signature**
    - Insurer License Number ______________
    - Issued by State of ______________

---

P:\RFP\RFP\602095\602095 Tierra Right som.docx

B-3
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 4 TH 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

(Name of Sole Proprietor) (Legal Name of Company)

duly sworn, 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 RFP No. 602095-10; entitled CONTRACT FOR REAL PROPERTY ACQUISITION SERVICES – COUNTY PROJECTS;

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.

NEVADA BUSINESS ENTERPRISE (NBE): Any Nevada business which has the resources necessary to sufficiently perform identified County projects, and is owned or controlled by individuals that are not designated as socially or economically disadvantaged.

It is our intent to utilize the following MBE, WBE, PBE, SBE, and NBE subcontractors in association with this Contract:

1. Subcontractor Name: __________________________ Telephone Number: __________________________
   Contact Person: __________________________
   Description of Work: __________________________
   Estimated Percentage of Total Dollars: __________________________
   Business Type: ___ MBE ___ WBE ___ PBE ___ SBE ___ NBE

2. Subcontractor Name: __________________________ Telephone Number: __________________________
   Contact Person: __________________________
   Description of Work: __________________________
   Estimated Percentage of Total Dollars: __________________________
   Business Type: ___ MBE ___ WBE ___ PBE ___ SBE ___ NBE

3. Subcontractor Name: __________________________ Telephone Number: __________________________
   Contact Person: __________________________
   Description of Work: __________________________
   Estimated Percentage of Total Dollars: __________________________
   Business Type: ___ MBE ___ WBE ___ PBE ___ SBE ___ NBE

4. Subcontractor Name: __________________________ Telephone Number: __________________________
   Contact Person: __________________________
   Description of Work: __________________________
   Estimated Percentage of Total Dollars: __________________________
   Business Type: ___ MBE ___ WBE ___ PBE ___ SBE ___ NBE

☐ No MBE, WBE, PBE, SBE, or NBE subcontractors will be used.
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.

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

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), Large Business Enterprise (LBE) or Nevada Business Enterprise (NBE).

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 do not exceed $2,000,000.

Nevada Business Enterprise (NBE):
Any business headquartered in the State of Nevada and is owned or controlled by individuals that are not designated as socially or economically disadvantaged.

Large Business Enterprise (LBE):
An independent and continuing business for profit which performs a commercially useful function and is not located in Nevada.

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.

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

Local Business Address, Local Business Telephone, Local Business Fax, and Email – If business entity is out-of-state, but has a local office in Nevada, enter the Nevada street address, telephone and fax numbers, and email of the local office.

List of Owners – 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, list all Corporate Officers and members of the Board of Directors only.

For All Contracts –

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 relationship to a Clark County full-time employee(s), or appointed/elected official(s) (reference form on Page 3 for definition). If YES, complete the Disclosure of Relationship Form.

Clark County is comprised of the following government entities: Clark County, University Medical Center of Southern Nevada, Department of Aviation (McCarran Airport), and Clark County Water Reclamation District.

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. Include the name of business owner/principal, name of Clark County employee(s), public officer or official, relationship to Clark County employee(s), public officer or official, and the Clark County department where the Clark County employee, public officer or official, is employed.
**DISCLOSURE OF OWNERSHIP/PRINCIPALS**

<table>
<thead>
<tr>
<th>Type of Business</th>
<th></th>
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</thead>
<tbody>
<tr>
<td>☑ Individual</td>
<td>☐ Partnership</td>
</tr>
</tbody>
</table>

**Business Designation Group (For informational purposes only)**

<table>
<thead>
<tr>
<th>☑ MBE</th>
<th>☑ WBE</th>
<th>☐ SBE</th>
<th>☐ PBE</th>
<th>☐ LBE</th>
<th>☐ NBE</th>
</tr>
</thead>
</table>

**Business Name:** Tierra Right of Way Services, Ltd.

*(Include d.b.a., if applicable)*

**Business Address:**
- 1575 E. River Road #201
- Tucson, Arizona 85718-5831

**Business Telephone:** 800-887-0847

**Email:** mdickerson@tierra-row.com

**Business Fax:** 520-323-3326

**Local Business Address:**
- 6655 W. Sahara, Ste. B-200

**Local Business Telephone:** 800-887-0847

**Local Business Fax:** 702-222-1644

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

*Business 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.

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

<table>
<thead>
<tr>
<th>Full Name</th>
<th>Title</th>
<th>% Owned</th>
</tr>
</thead>
<tbody>
<tr>
<td>Randy K. Ferrick</td>
<td>President</td>
<td>100%</td>
</tr>
<tr>
<td>Dwight G. Ferrick</td>
<td>Vice-President</td>
<td>0%</td>
</tr>
<tr>
<td>Mack Dickerson</td>
<td>Vice-President</td>
<td>0%</td>
</tr>
<tr>
<td>Matthew Rabb</td>
<td>Vice-President</td>
<td>0%</td>
</tr>
<tr>
<td>Michael Rabb</td>
<td>Vice-President</td>
<td>0%</td>
</tr>
<tr>
<td>Vern Dickerson</td>
<td>Secretary/Treasurer</td>
<td>0%</td>
</tr>
</tbody>
</table>

1. Are any individual members, partners, owners or principals, involved in the business entity, a Clark County, University Medical Center, Department of Aviation, 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, children, parent, in-laws or brothers/sisters, half-brothers/half-sisters, grandchildren, grandparents, in-laws related to a Clark County, University Medical Center, Department of Aviation, or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?
   - ☐ Yes  ☑ No  *(If yes, please disclose on the attached Disclosure of Relationship form.)*

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:** Randye K. Ferrick

**Title:** President

**Date:** 2/22/11

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Page 1 of 2  Revised 01/20/10
DISCLOSURE OF RELATIONSHIP

List any disclosures below:

<table>
<thead>
<tr>
<th>NAME OF BUSINESS OWNER/PRINCIPAL</th>
<th>NAME OF COUNTY* EMPLOYEE(S)</th>
<th>RELATIONSHIP TO COUNTY* EMPLOYEE</th>
<th>COUNTY DEPARTMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
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* County employee means Clark County, University Medical Center, Department of Aviation, 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)