



STOREY COUNTY BOARD OF COUNTY COMMISSIONERS MEETING

6/4/2019 10:00 A.M.

26 SOUTH B STREET, VIRGINIA CITY, NEVADA

AGENDA

MARSHALL MCBRIDE
CHAIRMAN

ANNE LANGER
DISTRICT ATTORNEY

LANCE GILMAN
VICE-CHAIRMAN

JAY CARMONA
COMMISSIONER

VANESSA STEPHENS
CLERK-TREASURER

Members of the Board of County Commissioners also serve as the Board of Fire Commissioners for the Storey County Fire Protection District, Storey County Brothel License Board, Storey County Water and Sewer System Board and the Storey County Liquor and Gaming Board and during this meeting may convene as any of those boards as indicated on this or a separately posted agenda.

All matters listed under the consent agenda are considered routine, and may be acted upon by the Board of County Commissioners with one action, and without an extensive hearing. Pursuant to NRS 241.020 (2)(d)(6) Items on the agenda may be taken out of order, the public body may combine two or more agenda items for consideration, and the public body may remove an item from the agenda or delay discussion relating to an item on the agenda at any time. Any member of the Board or any citizen may request that an item be taken from the consent agenda, discussed, and acted upon separately during this meeting. The Commission Chair reserves the right to limit the time allotted for each individual to speak.

All items include discussion and possible action to approve, modify, deny, or continue unless marked otherwise.

1. **CALL TO ORDER REGULAR MEETING AT 10:00 A.M.**
2. **PLEDGE OF ALLEGIANCE**
3. **DISCUSSION/POSSIBLE ACTION:**

Approval of the Agenda for June 4, 2019.

4. **CONSENT AGENDA**

- I Approval of memorandum of Understanding between the Carson City Department of Alternative Sentencing (CCDAS) and Storey County. Specifically, CCDAS may provide law enforcement training to Court Marshals, Bailiffs and other staff assigned to security within Storey County and Storey County will provide CCDAS training supplies for Storey County staff attending training.
- II For possible action, approval to amendment 1 to the ongoing Storey County Contract with Nevada Department of Health and Human Services, Aging and Disability Services Division. The amendment revises Attachment B - Service Billing, which currently reflects services and rates and will change to reflect and indicate the current rate on the website.
- III For possible action, approval of business license first readings (continued from May 21, 2019):
 - A. GREAT STAFFING OF AMERICA - General / 440 USA Pkwy ~ McCarran, NV
 - B. ENVIROPROS, LLC - General / 2273 S Vista Ave #3C ~ Bloomington, CA
 - C. DOUBLE D ELECTRICAL/INSTALLATION - Contractor / 1321 Earl Dr ~ SLC, UT
 - D. TECHNICAL INSPECTION AGENCY - General / 5940 S Rainbow Blvd ~ Las Vegas, NV
 - E. TAURUS FABRICATION, INC. - General / 5421 Kietzke Ln #100 ~ Reno, NV
 - F. SEEGRID CORPORATION - General / 216 RIDC Parkwest Dr ~ Pittsburgh, PA
 - G. RED CEDAR STEEL SOUTHWEST - Contractor / 1540 W Hatcher Rd ~ Phoenix, AZ
 - H. CUPERTINO ELECTRIC, INC. - Contractor / 1132 N 7th St ~ San Jose, CA
 - I. MAXGEN ENERGY SERVICES CORP - Contractor / 1690 Scenic Ave ~ Costa Mesa, CA
 - J. COVESTRO, LLC - General / 1 Covestro Cir ~ Pittsburgh, PA
 - K. THE INSTALLATION GROUP, LLC - Contractor / 1201 N Raddant Rd ~ Batavia, IL
 - L. FOREVER AWNINGS, LLC - Contractor / 860 Twin Pines Rd ~ Reno, NV
 - M. OPHIR RIDGE, LLC - Contractor / 350 N Stewart ~ Virginia City, NV
 - N. JDC CONSTRUCTION, LLC - Contractor / 998 Yellowhammer Ct ~ Sparks, NV
 - O. PIONEER ELECTRIC, LTD. - Contractor / 1790 Carson Ave ~ Sparks, NV
 - P. FACET & CO. - General / 80 South C St ~ Virginia City, NV
 - Q. CLIMATEC, LLC - General / 2851 W Kathleen Rd ~ Phoenix, AZ
 - R. THE SUPERIOR PEI GROUP, LLC - Contractor / 740 Waterman Ave ~ Columbus, OH
- IV For possible action, approval of claims in the amount of \$1,784,563.09.

5. **DISCUSSION ONLY (No Action - No Public Comment): Committee/Staff Reports**

- a. Committee/Staff Reports

b. Update on legislative items of interest to Storey County

6. **BOARD COMMENT (No Action - No Public Comment)**

7. **DISCUSSION/POSSIBLE ACTION:**

Authorize the County Manager to approve a contract with the United States Geological Survey (USGS) up to \$30,000 to continue voluntary and limited monitoring of groundwater levels and quality, aquifer conditions, and other geotechnical matters in the Virginia City Highlands, Highlands Ranches, and Virginia Ranches are of Storey County during the 2019-20 fiscal year. This is a continuation of the prior year contract for this purpose.

8. **DISCUSSION/POSSIBLE ACTION:**

Acceptance of renewal proposal from Nevada Public Agency Insurance Pool (POOL) and approval for payment from fiscal year 2019-2020 funds.

9. **DISCUSSION/POSSIBLE ACTION:**

Authorize the County Manager and the District Attorney's Office to seek outside special counsel in regards to due diligence being conducted on the proposal to change the governance structure of the Tahoe-Reno Industrial Center General Improvement District.

10. **DISCUSSION/POSSIBLE ACTION:**

Determine and prioritize options to comply with District Court order to vacate all Justice Court activities from the District Courtroom, Chambers, Jury Room and Clerk's Office within 180 days of their issuance of said order

11. **DISCUSSION/POSSIBLE ACTION:**

To appoint Tyler Jourdonnais to confirm his May 31, 2018 appraisal of real property and improvements located at 800 S C Street in Virginia City, NV. That appraisal valued the property at \$1,355,000 as contrasted to the appraisal submitted by Tony Wren which valued the property at \$1,300,000. If Mr. Jourdonnais confirms the higher value, staff intends to recommend averaging the 2 appraisals to establish our offering price. The cost of Mr. Jourdonnais' additional service is not currently known. If the County purchases the property, it will be for the purpose of utilizing a portion of the property as the site of a Justice Court, Justice Court offices, IT office and 911 Communication/Dispatch Center.

12. **DISCUSSION/POSSIBLE ACTION:**

First reading of an ordinance amending Storey County Code by adding section 10.20.065 prohibiting parking a motor vehicle in an electric vehicle charging station

and adding a provision for a fine for unlawful parking in an electric vehicle charging zone, and providing for other properly related matters.

13. DISCUSSION ONLY (NO ACTION):

Transition update from County Manager Pat Whitten and County Manager Designee Austin Osborne.

14. DISCUSSION/POSSIBLE ACTION:

Approval of Contract Agreement with Ecology and Environment Inc. in the amount of \$28,700 to update the Storey County Hazard Mitigation Plan.

15. RECESS TO CONVENE AS THE STOREY COUNTY LIQUOR LICENSE BOARD

16. DISCUSSION/POSSIBLE ACTION:

Approval of 2nd reading for the On-Sale Liquor License, Off-Sale Liquor License & Cabaret License for Union Brewery Virginia City LLC. Place of business: 63 N C St, Virginia City, NV 89440. Applicant is Lisa Matheny.

17. RECESS TO RECONVENE AS THE BOARD OF COUNTY COMMISSIONERS

18. DISCUSSION/POSSIBLE ACTION:

Approval of 2nd reading for the general business license for Union Brewery Virginia City LLC. Place of business: 63 N C St, Virginia City, NV 89440. Applicant is Lisa Matheny.

19. DISCUSSION/POSSIBLE ACTION:

2019-021 Consideration and possible Grant of ROW Easement to Zayo Group LLC, an easement for an underground optic cable line through Storey County ROW Parcel 2009-17 of Record of Survey Document No. 111647 for Tahoe-Reno Industrial Center LLC recorded in the Office of the Storey County Recorder on August 5, 2009, located in McCarran area of Storey County, Nevada.

20. DISCUSSION/POSSIBLE ACTION:

Approval of business license second readings (continued from May 21, 2019):

A. CAMCO NORTH - General / PO Box 400518 ~ Las Vegas NV 89119

B. QUALITY FIRST HOME IMPROVEMENT - Contractors / 6545 Sunrise Blvd #202 ~Citrus Heights, CA

C. RAM MECHANICAL INC. - Contractor / 3506 Moore Rd ~ Ceres, CA

D. M.C. DEAN, INC. - Contractor/ 1765 Greensboro Station Place ~ Tysons, VA

E. DESERT STAR MHS - Contractor/ 5051 N Virginia St #27 ~ Reno, NV

F. TRI SAGE CONSULTING -General / 5418 Longley Lane Ste A ~ Reno, NV

G. MEXIKUE TACOS TIJUANA General / 5252 Side hill Drive ~ Sun Valley, NV
H. SMITH PLUMBING- Contractor/ 533 7th Street ~ Sparks, NV
I. THERMO SYSTEMS, LLC -General/ 84 Twin Rivers Dr. ~ E Windsor NJ
J. BROWN HEATING & AIR CONDISTIONING LTD -Contractor/ 7871 Hwy 50 East
Carson City, NV
K. TAYLOR HOME INSPECTIONS - General/ 10365 Goldmine Drive ~ Reno, NV

21. **PUBLIC COMMENT (No Action)**

22. **ADJOURNMENT OF ALL ACTIVE AND RECESSED BOARDS ON THE AGENDA**

23. **CLOSED SESSION:**

Closed session involving Storey County Board of County Commissioners and the Storey County Fire Protection District Commissioners. Call to Order Closed Session meeting pursuant to NRS 288.220 for the purpose of conferring with:

a. County management and legal counsel regarding labor negotiations with the Storey County Employees' Association Comstock Chapter, AFSCME Local 4041. This meeting will begin immediately after the regular meeting of the Board of County Commissioners.

b. Fire Protection District management and legal counsel regarding labor negotiations with the Storey County Firefighters' Association IAFF Local 4227. This meeting will begin immediately after the regular meeting of the Board of County Commissioners.

NOTICE:

- Anyone interested may request personal notice of the meetings.
- Agenda items must be received in writing by 12:00 noon on the Monday of the week preceding the regular meeting. For information call (775) 847-0969.
- Items may not necessarily be heard in the order that they appear.
- Public Comment will be allowed at the end of each meeting (this comment should be limited to matters not on the agenda). Public Comment will also be allowed during each item upon which action will be taken on the agenda (this comment should be limited to the item on the agenda). Time limits on Public Comment will be at the discretion of the Chairman of the Board. Please limit your comments to three minutes.
- Storey County recognizes the needs and civil rights of all persons regardless of race, color, religion, gender, disability, family status, or nation origin.
- In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all

bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at http://www.ascr.usda.gov/complaint_filing_cust.html and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

(1) mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;

(2) fax: (202) 690-7442; or

(3) email: program.intake@usda.gov.

USDA is an equal opportunity provider, employer, and lender.

Notice to persons with disabilities: Members of the public who are disabled and require special assistance or accommodations at the meeting are requested to notify the Commissioners' Office in writing at PO Box 176, Virginia City, Nevada 89440.

CERTIFICATION OF POSTING

I, Vanessa Stephens , Clerk to the Board of Commissioners, do hereby certify that I posted, or caused to be posted, a copy of this agenda at the following locations on or before 5/30/2019; Virginia City Post Office at 132 S C St, Virginia City, NV, the Storey County Courthouse located at 26 S B St, Virginia City, NV, the Virginia City Fire Department located at 145 N C St, Virginia City, NV, the Virginia City Highlands Fire Department located a 2610 Cartwright Rd, VC Highlands, NV and Lockwood Fire Department located at 431 Canyon Way, Lockwood, NV.

By Vanessa Stephens
Vanessa Stephens Clerk-Treasurer



Storey County Board of County Commissioners

Agenda Action Report

Meeting date: June 4, 2019

Estimate of time required: 1-10 Minutes

Agenda: Consent ☒ Regular agenda ☐ Public hearing required ☐

1. **Title:** Approval of a Memorandum of Understanding between the Carson City Department of Alternative Sentencing (CCDAS) and Storey County. Specifically, CCDAS may provide law enforcement training to Court Marshals, Bailiffs and other staff assigned to security within Storey County and Storey County will provide CCDAS training supplies for Storey County staff attending training.
2. **Recommended motion:** Move for approval as part of the Consent Agenda unless a request is made to remove and discuss separately. If so then; I, [Commissioner], move to approve the Memorandum of Understanding between the Carson City Department of Alternative Sentencing and Storey County to facilitate training by CCDAS to Court Marshals, Bailiffs and other staff assigned to security within Storey County and that Storey County will provide CCDAS training supplies for Storey County staff attending training.

3. **Prepared by:** Pat Whitten – County Manager

Department: Commissioner's Office

Telephone: 847-0968

4. **Staff summary:** See Page 2

5. **Supporting materials:** Draft Memorandum of Understanding

6. **Fiscal impact:**

Funds: N/A


Fund: _____ Comptroller

7. **Legal review required:** None _____ District Attorney

8. **Reviewed by:**

_____ Department Head

Department Name:

 County Manager

Other agency review: _____

9. **Board action:**

☐ Approved
☐ Denied

☐ Approved with Modifications
☐ Continued

Agenda Item No. 4I

4. **Staff summary:** Former Storey County Chief Deputy Tad Fletcher, the Chief of the Carson City Department of Alternative Sentencing has graciously offered to include Storey County staff assigned to security within Storey County in both mandatory, P.O.S.T. as well as optional training. Employees would include, but not be limited to Court Marshals, Baliffs and our Director of Security. In turn, Storey County agrees to provide training supplies for Storey County Staff attending training.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CARSON CITY DEPARTMENT OF ALTERNATIVE
SENTENCING AND
STOREY COUNTY**

1. Parties. This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between the Carson City Department of Alternative Sentencing ("CCDAS"), whose address is: 885 East Musser Street, Carson City, Nevada and Storey County, whose address is: 26 South B Street, Virginia City, Nevada.

2. Purpose. The purpose of this MOU is to establish the terms and conditions under which certified peace officer trainers of the CCDAS may provide law enforcement training to Court Marshal's, Bailiff's and other staff assigned to Security within Storey County. Furthermore, the Storey County will provide CCDAS training supplies for Storey County staff attending training,

3. Term of MOU. This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the parties. The MOU will be re-evaluated within 30 days after any of the undersigned Chief of DAS, the City Manager of Carson City, the County Manager of Storey County, or the Virginia City Township Justice of the Peace is no longer holding their position. The MOU shall continue to be in full force and effect unless the Chief of DAS, County Manager or Justice of the Peace or their successor elects to terminate. This MOU may be terminated, without cause, by any party upon a 30 day written notice, which notice shall be delivered by hand or by certified mail to the address listed above.

4. Payment. No payment shall be made to either party by the other party as a result of this MOU.

5. Responsibilities of the CCDAS. Officers of the CCDAS will be responsible for providing Peace Officer's Standards and Training (P.O.S.T.) certified training to Storey County staff to allow them to maintain their Nevada Peace Officers Certifications.

- A.** CCDAS agrees to provide training that meets the Department Standards of CCDAS and Nevada P.O.S.T. requirements, to include: Firearms Training, Defensive Tactics, Baton Training, Taser Training and any other department training scheduled during the training year.
- B.** CCDAS agrees to provide training records to Storey County for training records required by Nevada P.O.S.T.
- D.** CCDAS agrees to notify the designee of Storey County of all required training a minimum of 2 weeks prior to training dates.

- E.** CCDAS agrees to abide by all State and Federal laws and/or regulations, including existing policies and procedures, and any future rules, policies, procedures, laws, or regulations which are approved by Nevada P.O.S.T., the Nevada Administrative Code and the Nevada Revised Statutes to the extent that they are applicable to the information provided under this agreement.

6. Responsibilities of the Storey County. Storey County agrees to attend training when available.

- A.** Storey County agrees to maintain training records of Storey County staff.

B. Storey County agrees to provide training supplies needed by Storey County Staff to maintain Nevada P.O.S.T. Standards.

7. General Provisions

A. Amendments. Any party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.

B. Applicable Law. The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Nevada. The courts of the State of Nevada shall have jurisdiction over any action arising out of this MOU and over the parties.

C. Authority Granted and Chain of Command. Peace officers of the CCDAS and Storey County assigned and performing duties pursuant to this MOU are subject to the direction and control of the Chief of Carson City Alternative Sentencing, or his designee during training classes.

D. Entirety of Agreement. This MOU, consisting of 4 pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

E. Liability. Any peace officer acting under this MOU shall be deemed to be acting within the scope of his duties. All privileges and immunities from liability, and all pensions, disability, worker's compensation and other benefits which normally apply to peace officers while in the performance of their duties in their own jurisdiction shall also apply to them when acting pursuant to this MOU.

F. Severability. Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

G. Sovereign Immunity. The CCDAS and Storey County and their respective governing bodies do not waive their sovereign immunity by entering into this MOU, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.

H. Third Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of a third party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU, and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU. The parties to this MOU intend and expressly agree that only parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

INTENTIONALLY LEFT BLANK TO BOTTOM OF PAGE

8. Signatures. In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein. The effective date of this MOU is the date of the signature last affixed to this page.

Nancy Paulson, City Manager
Carson City

Date

Tad Fletcher, Chief
Carson City Department of Alternative Sentencing

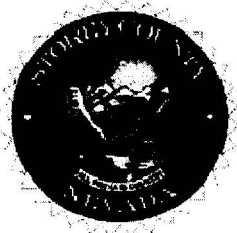
Date

Pat Whitten, County Manager
Storey County

Date

Eileen Herrington, Justice of the Peace
Virginia City Township Justice Court

Date



Storey County Board of County Commissioners Agenda Action Report

Meeting date: June 4, 2019
Agenda Item Type: Consent Agenda

Estimate of Time Required: 0-5 min.

1. **Title:** For possible action, approval to amendment 1 to the ongoing Storey County Contract with Nevada Department of Health and Human Services, Aging and Disability Services Division. The amendment revises Attachment B - Service Billing, which currently reflects services and rates and will change to reflect and indicate the current rate on the website.

2. **Recommended motion:** Approve as part of the Consent Agenda

3. **Prepared by:** V Stephens

Department: Clerk

Contact Number: 775.847.0969

4. **Staff Summary:** Amendment is attached.

5. **Supporting Materials:** See attached

6. **Fiscal Impact:** 0

7. **Legal review required:** No

8. **Reviewed by:**

(Signature) Department Head

Department Name: Clerk

____ County Manager

Other Agency Review: _____

9. **Board Action:**

<input type="checkbox"/> Approved	<input type="checkbox"/> Approved with Modification
<input type="checkbox"/> Denied	<input type="checkbox"/> Continued

6-4-2019

From: Lisa R. Tuttle <LRTuttle@adsd.nv.gov>
Sent: Thursday, May 2, 2019 11:32 AM
To: Vanessa Stephens; Pat Whitten
Subject: Storey County Contract - Amendment 1
Attachments: Website Posting Location.pdf; Storey County Contract Amendment 1.pdf

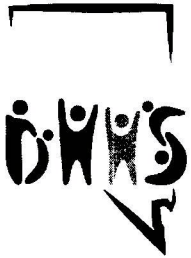
Dear Vanessa,

Attached please find Amendment 1 to the ongoing Storey County Contract which revises Attachment B – Service Billing, which currently reflects services and rates and will change to reflect and indicate the current rates on the website. See the *Website Posting Location* attachment for your reference.

This will allow for current rates to be posted to our website without amending county contracts year to year in case of rate changes.

Please review, sign in blue ink, and return to me by May 31, 2019. Please let me know if you have any questions.

Thank you, Lisa



Lisa Tuttle

Management Analyst II

Nevada Department of Health and Human Services

Aging and Disability Services Division | Fiscal Contract Unit

3416 Goni Rd., Bldg. D-132 | Carson City, NV 89706

T: (775) 687-0532 | F: (775) 687-0573 | E: lrtuttle@adsd.nv.gov

www.dhhs.nv.gov | www.adsd.nv.gov

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AMENDMENT #1

TO INTERLOCAL / INTRALOCAL CONTRACT FOR SERVICES

Between the State of Nevada
Acting by and through Its

**Department of Health and Human Services
Aging and Disability Services Division**

3416 Goni Road, Suite D-132
Carson City, NV 89706
Contract Manager
(775) 687-0532

and

Storey County
PO Box 176
Virginia City, NV 89440
(775) 847-0968

1. **AMENDMENTS.** For and in consideration of mutual promises and/or their valuable considerations, all provisions of the original contract, attached hereto as Exhibit A, remain in full force and effect with the exception of the following:

A. This is the first amendment to the original contract which provides ongoing services to children with intellectual and developmental disabilities. This amendment revises Attachment B – Service Billing which currently reflects services and rates and will change to reflect services and indicate current rates on website.

Current Contract Language:

ATTACHMENT B – SERVICE BILLING
(see attached in Exhibit A)

Amended Contract Language:

ATTACHMENT B REVISED – SERVICE BILLING
(see attached in Amendment 1)

2. **INCORPORATED DOCUMENTS.** Exhibit A (Original Contract) is attached hereto, incorporated by reference herein and made a part of this amended contract.
3. **REQUIRED APPROVAL.** This amendment to the original contract shall not become effective until and unless approved by the Nevada State Board of Examiners.

IN WITNESS WHEREOF, the parties hereto have caused this amendment to the original contract to be signed and intend to be legally bound thereby.

STOREY COUNTY

Signature

Date

Title

**DEPARTMENT OF HEALTH AND HUMAN SERVICES
AGING AND DISABILITY SERVICES DIVISION**

Dena Schmidt

Date

Administrator, Aging and Disability Services
Title

Richard Whitley

Date

Director, Department of Health and Human Services
Title

Signature – Nevada State Board of Examiners

APPROVED BY BOARD OF EXAMINERS

On _____
(Date)

Approved as to form by:

Deputy Attorney General for Attorney General, State of Nevada

On _____
(Date)

ATTACHMENT B – REVISED

SERVICE BILLING FOR COUNTY SERVICES FOR CHILDREN

The detailed fee schedules/rates pertaining to services provided by the Regional Centers for Aging and Disability Services Division (ADSD), Developmental Services (DS) can be found on the website referenced in this attachment for these services. Services have specific eligibility criteria and are offered for eligible children upon request of the parent(s)/legal guardian(s), and after approval by the Aging and Disability Services Division (ADSD). Not all services may be available due to provider or funding constraints.

DEVELOPMENTAL SERVICES:

- Targeted Case Management
- Clinical Services to include individual and group therapy (counseling), behavioral therapy, clinical consultation, and assessments.
- In Home Habilitation to include supervision, individual training, and direct support management.
- Purchase of Service for emergency services
- Supported Living Arrangements
- Respite
- Jobs and Day Training
- Behavioral Consultation
- Non-Medical Transportation
- Nursing Services
- Nutrition Services
- Room and Board

When new services are offered, or services are removed, the assessment process will be amended which reflect any changes.

ADSD will bill the Centers for Medicare & Medicaid Services (CMS) for Medicaid reimbursement and the county will be responsible for any costs not reimbursed by CMS. As rates change, services will be billed at the rate current on the date of services.

Counties will be assessed a cost quarterly based on the number of children whose custodial parent(s)/legal guardian(s) resides in their county, actual historic costs of services, and caseload growth. For children who are in the custody of the Division of Children and Family Services (DCFS)/Washoe County Social Services/Clark County Social Services, the last county of residence of the child will be used when determining County responsibility.

Annually, ADSD will provide each county with a breakdown of actual historic costs by service and projected costs based on caseload growth. These actual costs, along with projected caseload growth, will determine the annual costs for the County. This cost, along with supporting documentation, will be provided to the County on or before February 1 preceding the applicable fiscal year. This cost will remain static throughout the designated fiscal year and will not be subject to change.

A review will be done each January for the preceding fiscal year ending June 30th. This review will be used to adjust the assessment for the upcoming assessment period (i.e., for time period July 1 to June 30). The review is to be completed by February 1 and assessed July 1 to June 30. The review will compare actual expenditures to the assessment to determine if a reduction in the next year's obligation or additional assessment is required. If the state or county were to terminate the contract, the state would be liable to reimburse the county for any amount owed due to the review of a previous fiscal year, and the county would be liable to the state for any obligation due to the review.

The assessment cost will be invoiced in quarterly installments to each County on the following schedule:

- First quarter of fiscal year: invoiced by August 1st;
- Second quarter of fiscal year: invoiced by November 1st;
- Third quarter of fiscal year: invoiced by February 1st;
- Fourth quarter of fiscal year: invoiced by May 1st.

Payment is due to the Regional Center within 30 days of receipt of invoice.

RATES:

For the current Developmental Service rates, please visit www.adsd.nv.gov, under the Programs Tab, Rates for County Services for Children.

For current Medicaid Provider Type Codes, please visit [Department of Healthcare Finance and Policy Fee Schedule](#)

EXHIBIT A

INTRASTATE INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

A Contract Between the State of Nevada
Acting By and Through Its

Department of Health and Human Services
Aging and Disability Services Division
3416 Goni Road, Suite D-132
Carson City, NV 89706
Contract Manager
(775) 687-0532

and

Storey County
PO Box 176
Virginia City, NV 89440
(775) 847-0968

WHEREAS, NRS 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform; and

WHEREAS, it is deemed that the services of Storey County and Aging and Disability Services Division (ADSD) hereinafter set forth are both necessary to the County and in the best interests of the State of Nevada;

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. **REQUIRED APPROVAL.** This Contract shall not become effective until and unless approved by appropriate official action of the governing body of each party.
2. **DEFINITIONS.** "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.
3. **CONTRACT TERM.** This Contract shall be effective 07/01/2018 and will continue year to year with an automatic renewal unless sooner terminated by either party as set forth in this Contract.
4. **TERMINATION.** This Contract may be terminated by either party prior to the date set forth in paragraph (3), provided that a termination shall not be effective until 30 days after a party has served written notice upon the other party. This Contract may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Contract shall be terminated immediately if for any reason State and/or federal funding ability to satisfy this Contract is withdrawn, limited, or impaired.
5. **NOTICE.** All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth above.

6. INCORPORATED DOCUMENTS. The parties agree that the services to be performed shall be specifically described; this Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT A: SCOPE OF WORK

ATTACHMENT B: SERVICE BILLING

ATTACHMENT C: BUSINESS ASSOCIATE ADDENDUM

7. CONSIDERATION. ADSD agrees to provide the services set forth in paragraph (6) as outlined in Attachment B. Any intervening end to an annual or biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

8. ASSENT. The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations expressly provided.

9. INSPECTION & AUDIT.

a. Books and Records. Each party agrees to keep and maintain under general accepted accounting principles full, true and complete records, agreements, books, and documents as are necessary to fully disclose to the other party, the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with any applicable regulations and statutes.

b. Inspection & Audit. Each party agrees that the relevant books, records (written, electronic, computer related or otherwise), including but not limited to relevant accounting procedures and practices of the party, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location where such records may be found, with or without notice by the other party, the State Auditor, Employment Security, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives.

c. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained by each party for a minimum of three years and for five years if any federal funds are used in this Contract. The retention period runs from the date of termination of this Contract. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

10. BREACH; REMEDIES. Failure of either party to perform any obligation of this Contract shall be deemed a breach. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing party reasonable attorneys' fees and costs.

11. LIMITED LIABILITY. The parties will not waive and intend to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. To the extent applicable, actual contract damages for any breach shall be limited by NRS 353.260 and NRS 354.626.

12. FORCE MAJEURE. Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without

limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.

13. INDEMNIFICATION. Neither party waives any right or defense to indemnification that may exist in law or equity.

14. INDEPENDENT PUBLIC AGENCIES. The parties are associated with each other only for the purposes and to the extent set forth in this Contract, and in respect to performance of services pursuant to this Contract, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

15. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

16. SEVERABILITY. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

17. ASSIGNMENT. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Contract without the prior written consent of the other party.

18. OWNERSHIP OF PROPRIETARY INFORMATION. Unless otherwise provided by law or this Contract, any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by either party in performance of its obligations under this Contract shall be the joint property of both parties.

19. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.

20. CONFIDENTIALITY. Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Contract.

21. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and that the parties are authorized by law to perform the services set forth in paragraph (6).

22. GOVERNING LAW; JURISDICTION. This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the jurisdiction of the Nevada district courts for enforcement of this Contract.

23. ENTIRE AGREEMENT AND MODIFICATION. This Contract and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto, approved by the State of Nevada Office of the Attorney General.

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

STOREY COUNTY

Mark McLeod 1-7-19 Board Chairman
Signature Date Title

**DEPARTMENT OF HEALTH AND HUMAN SERVICES
AGING AND DISABILITY SERVICES DIVISION**

Joseph F. Dan Schmidt 1/15/19 Administrator, Aging and Disability Services
Date Title

Richard Whitley 1-16-19 Director, Department of Health and Human Services
Date Title

Bessie Wolff **for Susan Brown** **APPROVED BY BOARD OF EXAMINERS**
Signature – Nevada State Board of Examiners
On January 17, 19
(Date)

Approved as to form by:
Julie LeBaron On 1/10/19
Deputy Attorney General for Attorney General, State of Nevada (Date)

ATTACHMENT A SCOPE OF WORK

A. PURPOSE AND OBJECTIVES:

The Aging and Disability Services Division (ADSD) is the State agency responsible for support services and service coordination for residents with intellectual and developmental disabilities pursuant to NRS 433 and NRS 435. ADSD's services are consistent with the standards of Person Centered Planning as advocated by the Centers for Medicare and Medicaid and the Olmstead Supreme Court decision. This Interlocal Agreement authorizes ADSD to contract with the County to continue to provide services to children with intellectual and developmental disabilities and to assess the County the non-federal share for services provided to County children as outlined in Attachment B. This agreement can serve as a transition from state to county operated services or as an on-going agreement between ADSD and the County for the provision of the services described below.

Definitions:

Assessment is defined as the total annual cost to the County for ADSD to provide services for the fiscal year, such cost based on ADSD's projected costs as determined in Attachment B.

Child is an individual under the age of 18.

Clinical Services include clinical assessment, clinical consultation, behavioral consultation and intervention, 1:1 therapy, and group therapy.

Developmental disability is a severe, chronic disability accompanied by substantial developmental delay or specific congenital or acquired condition, that is manifested before the individual attains age 22; is likely to continue indefinitely; results in substantial functional limitations in three or more areas of major life activities; and reflects the individual's need for a combination and sequence of special, interdisciplinary, or generic services, supports, or other assistance that is of lifelong or for an extended duration.

Fiscal Year shall mean the period between July 1 and June 30.

Intellectual disability is characterized by significant limitations both in intellectual functioning and in adaptive behavior which covers many everyday social and practical skills. This disability originates before the age of 18.

In Home Supported Living Environment – children living with family members who receive intermittent provider supports and services based on an assessment of individual need and to assure health and welfare. Services compliment but do not replace the natural and informal support system within the family.

Jobs and Day Training services are designed to provide vocational or habilitative skill building for the purpose of the acquisition, retention or improvement in self-help, socialization, adaptive functioning, and/or job skills. Services include career planning, vocational and pre-vocational skills building, job coaching, and day habilitation.

Person Centered Planning – planning based upon goals that are desired by the person/child/parent/guardian and used as a basis to develop an individual support plan.

Purchase of Service – a one-time allotment for no more than \$250 per child. This allotment is approved by ADSD to pay for a specific item or items, and is intended for emergency situations or for the purpose of purchasing needed medical/care supplies.

Room and Board expenses include rent, utilities, phone, food costs, and other expenses related to housing.

Service Coordination/Targeted Case Management (TCM) – service delivery consisting of assessment, referral, planning, linkage and monitoring provided by a service coordinator who is qualified by educational background and training to assist, advise, direct and oversee services to eligible children.

Support services are those services identified in the assessment and planning process to address specific goals, mitigate health and safety issues and facilitate skill development that enables a child to live successfully in the home and community

Supported Living Arrangement - supports provided to children usually with roommates, by staff of contracted provider agencies or individuals to develop and maintain skills needed to live independently in the home and community.

Qualified providers are providers that have completed the agency certification process successfully and have been determined to have appropriately skilled staff to provide services to a specific child.

Transportation expenses include bus passes, stipends for gas or other items related to traveling from one place to another place.

B. ADSD AGREES:

- 1) To perform all intake services for children (age 18 and under) with an intellectual disability and/ or a developmental disability to determine eligibility for Developmental Services (DS). ADSD agrees to accept all eligible children based on criteria established and set forth per NRS 433.174, NRS 433.211, NAC 435.400, and ADSD policy: Qualification Guidelines for Developmental Services. The criteria DS uses to determine eligibility includes, but is not limited to:
 - a. A confirmed diagnosis of intellectual disability;
 - b. Developmental delays (if under age 6) with eligibility re-determined at age 6;
 - c. Another diagnosed condition closely related to an intellectual disability that results in substantial functional limitations (42CFR 435.1009) (NRS 433.211);

- d. Residency in Nevada.
- 2) To provide a written social assessment, if requested, completed by a Qualified Intellectual Disability Professional along with a statement of qualification completed by a licensed psychologist for each child determined eligible for DS.
 - 3) To assure each family, as appropriate, submits a Medicaid application and required supporting documentation during the intake process prior to authorization of service.
 - 4) To verify the family's Medicaid eligibility/ineligibility status via disposition letters or electronic means.
 - 5) To comply with the Health Insurance Portability and Accountability Act (HIPAA) and Nevada confidentiality regulations regarding healthcare information.
 - 6) To coordinate and manage support services selected by the child's parent(s)/legal guardian(s) and approved by ADSD to qualified children living in their natural home environment or an in-state out of home supported living environment. To determine financial eligibility of each child based on the child's family gross income not exceeding 300% of the Federal Poverty Guidelines.
 - 7) To determine county of residence in accordance with NRS 428.020. Disputes concerning county of residence will be referred by the disputing county to the Nevada Association of Counties (NACO), which it is specifically agreed has authority to issue a final decision.
 - 8) To notify the county of responsibility of any pending applications for services within ten (10) business days as requested by the County.
 - 9) To use existing ADSD processes in reviewing applications for those individuals or their guardians/authorized representatives who disagree with the eligibility determination.
 - 10) Perform Targeted Case Management services and authorize appropriate services available to the child as specified by the child's parent(s)/legal guardian(s) and approved by ADSD for each qualified child.
 - 11) To reimburse qualified providers for services provided to qualified children.
 - 12) To resolve provider inquiries and complaints regarding reimbursement.
 - 13) To process Targeted Case Management (TCM) claims through the Medicaid fiscal agent.
 - 14) To submit quarterly invoices and supporting documents to the County for services provided as outlined in Attachment B.
 - 15) To hold telephonic or in person meetings with county representatives quarterly upon request for discussion regarding this scope of work.
 - 16) To respond to email questions within 10 work days.

C. THE COUNTY AGREES:

- 1) To accept ADSD's criteria for DS eligibility.
- 2) Eligibility disputes will be appealed through the ADSD's hearing process by the applicant or authorized representative/guardian.
- 3) To refer disputes concerning county of residence to NACO whose decision will be final. The disputing county originally billed is responsible for payment of claims until the dispute is resolved at which time NACO will issue a written determination to notify the counties involved in the dispute and to notify ADSD to make adjusting entries.

- 4) To fund services specifically identified in Attachment B for eligible children as selected by the child's parent(s)/legal guardian(s) and approved by ADSD utilizing the methodology outlined in Attachment B. Funds transferred to ADSD from the County are derived from local government general funds or general taxes.
- 5) To comply with the Health Insurance Portability and Accountability Act (HIPAA) and Nevada confidentiality regulations regarding healthcare information and submit a Business Associate Agreement.
- 6) To submit billing or program questions via email to designated staff.
- 7) Eligible recipients, pursuant to this Agreement, will be entitled to receive TCM and the full range of services for which they are eligible upon request of the child's parent(s)/legal guardian(s) and authorization by ADSD.
- 8) All Agreements establishing this program will be terminated if the County does not comply with the terms of this Agreement, fails to sign this Interlocal Agreement, or terminates the Agreement. The County will be notified thirty (30) calendar days prior to termination for breach of this Agreement, specifying the nature of the breach.
- 9) No state appropriation is available to fund this program. Payment will be made to "Aging and Disability Services Division" and processed electronically through the Nevada State Treasurer's Office within 15 business days of receipt of invoice.
- 10) Upon termination of this Agreement, ADSD will close out the program.

D. ALL PARTIES AGREE:

- 1) It is specifically understood this Agreement is designed to provide services to children with qualifying intellectual and developmental disabilities and all non-federal share costs will be paid by the County.

ATTACHMENT B SERVICE BILLING

MY SIGNATURE INDICATES THAT I AGREE TO ALL CONDITIONS OF THIS SERVICE BILLING AGREEMENT

Michael M. Smith 1-7-19 Chairman, Storey Co.
Signature Date Title/County

The following are services offered by the Regional Centers. Services have specific eligibility criteria and are offered for eligible children upon request of the parent(s)/legal guardian(s), and after approval by the Aging and Disability Services Division (ADSD). Not all services may be available due to provider or funding constraints. Current rates are as follows:

- Targeted Case Management hourly rate is \$56.00 (billed in 15-minute increments at \$14.00 each) and is a required service for all eligible persons.
- Clinical Services hourly rate is \$102.28 (billed in 15-minute increments at \$25.57 each) to include individual and group therapy (counseling), behavioral therapy, clinical consultation, and assessments.
- In Home Habilitation hourly rate is \$19.52. This includes supervision, individual training, and direct support management.
- Purchase of Service as a one-time allotment of \$250.00 per child per year for emergency services.
- Supported Living Arrangements hourly rate is \$19.52
- Respite is \$125.00 per month per child (for a total of \$1,500.00 per year if the service is offered all year).
- Jobs and Day Training has a variable rate schedule between \$25.87 and \$155.22 per day.
- Behavioral Consultation is an hourly rate of \$84.92 (Masters) and \$73.84 (Bachelors).
- Non-Medical Transportation is the total transportation cost (bus pass and/or mileage, trip, vehicle costs) not reimbursed by Medicaid.
- Nursing services has a variable rate between \$8.84 and \$126.68 and includes assessments, consultation, and direct service (this could be for 15-minute increments, hourly, or per assessment).
- Nutrition Services are billed at \$65.00 per hour (billed in 15-minute increments at \$16.25 each).

- Room and Board costs (to include rent, utilities, food, and phone) for children who reside in 24-hour Supported Living Arrangements at a varied cost based on market value and actual cost of utilities. Phone is billed at a maximum of \$30 per month. Food is billed at \$227.90 per month.

When new services are offered, or services are removed, the assessment process will be amended which reflect any changes.

ADSD will bill the Centers for Medicare & Medicaid Services (CMS) for Medicaid reimbursement and the county will be responsible for any costs not reimbursed by CMS. Contracts will be amended as rates change and services will be billed at the rate current on the date of services.

Counties will be assessed a cost quarterly based on the number of children whose custodial parent(s)/legal guardian(s) resides in their county, actual historic costs of services, and caseload growth. For children who are in the custody of the Division of Children and Family Services (DCFS)/Washoe County Social Services/Clark County Social Services, the last county of residence of the child will be used when determining County responsibility.

Annually, ADSD will provide each county with a breakdown of actual historic costs by service and projected costs based on caseload growth. These actual costs, along with projected caseload growth, will determine the annual costs for the County. This cost, along with supporting documentation, will be provided to the County on or before February 1 preceding the applicable fiscal year. This cost will remain static throughout the designated fiscal year and will not be subject to change.

A review will be done each January for the preceding fiscal year ending June 30th. This review will be used to adjust the assessment for the upcoming assessment period (i.e., for time period July 1 to June 30). The review is to be completed by February 1 and assessed July 1 to June 30. The review will compare actual expenditures to the assessment to determine if a reduction in the next year's obligation or additional assessment is required. If the state or county were to terminate the contract, the state would be liable to reimburse the county for any amount owed due to the review of a previous fiscal year, and the county would be liable to the state for any obligation due to the review.

The assessment cost will be invoiced in quarterly installments to each County on the following schedule:

First quarter of fiscal year: invoiced by August 1st;
 Second quarter of fiscal year: invoiced by November 1st;
 Third quarter of fiscal year: invoiced by February 1st;
 Fourth quarter of fiscal year: invoiced by May 1st.

Payment is due to the Regional Center within 30 days of receipt of invoice.

ATTACHMENT C

STATE OF NEVADA DEPARTMENT OF HEALTH AND HUMAN SERVICES

BUSINESS ASSOCIATE ADDENDUM

BETWEEN

Aging and Disability Services Division
3416 Goni Road, Building D-132
Carson City, NV 89706

Herein after referred to as the "Covered Entity"
and

Storey County

Herein after referred to as the "Business Associate"

PURPOSE. In order to comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, Public Law 104-191, and the Health Information Technology for Economic and Clinical Health (HITECH) Act of 2009, Public Law 111-5 this Addendum is hereby added and made part of the Contract between the Covered Entity and the Business Associate. This Addendum establishes the obligations of the Business Associate and the Covered Entity as well as the permitted uses and disclosures by the Business Associate of protected health information it may possess by reason of the Contract. The Covered Entity and the Business Associate shall protect the privacy and provide for the security of protected health information disclosed to the Business Associate pursuant to the Contract and in compliance with HIPAA, the HITECH Act, and regulation promulgated there under by the U.S. Department of Health and Human Services ("HIPAA Regulations") and other applicable laws.

WHEREAS, the Business Associate will provide certain services to the Covered Entity, and, pursuant to such arrangement, the Business Associate is considered a business associate of the Covered Entity as defined in HIPAA Regulations; and

WHEREAS, Business Associate may have access to and/or create, receive, maintain or transmit certain protected health information from or on behalf of the Covered Entity, in fulfilling its responsibilities under such arrangement; and

WHEREAS, HIPAA Regulations require the Covered Entity to enter into a contract containing specific requirements of the Business Associate prior to the disclosure of protected health information; and

THEREFORE, in consideration of the mutual obligations below and the exchange of information pursuant to this Addendum and to protect the interests of both Parties, the Parties agree to all provisions of this Addendum.

I. **DEFINITIONS.** The following terms in this Addendum shall have the same meaning as those terms in the HIPAA Regulations: Breach, Data Aggregation, Designated Record Set, Disclosure, Electronic Health Record, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Subcontractor, Unsecured Protected Health Information, and Use.

1. **Business Associate** shall mean the name of the organization or entity listed above and shall have the meaning given to the term under the Privacy and Security Rule and the HITECH Act. For full definition refer to 45 CFR 160.103.
2. **Contract** shall refer to this Addendum and that particular Contract to which this Addendum is made a part.

3. **Covered Entity** shall mean the HIPAA covered components of the Department listed above (Aging & Disability Services, Child and Family Services, Division of Public and Behavioral Health, Division of Health Care Financing & Policy) and shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to 45 CFR 160.103.
4. **Parties** shall mean the Business Associate and the Covered Entity.

II. OBLIGATIONS OF THE BUSINESS ASSOCIATE

1. **Access to Protected Health Information.** The Business Associate will provide, as directed by the Covered Entity or an individual, access to inspect or obtain a copy of protected health information about the individual that is maintained in a designated record set by the Business Associate or its agents or subcontractors, in order to meet the requirements of HIPAA Regulations. If the Business Associate maintains an electronic health record, the Business Associate, its agents or subcontractors shall provide such information in electronic format to enable the Covered Entity to fulfill its obligations under HIPAA Regulations.
2. **Access to Records.** The Business Associate shall make its internal practices, books and records relating to the use and disclosure of protected health information available to the Covered Entity and to the Secretary for purposes of determining Business Associate's compliance with HIPAA Regulations.
3. **Accounting of Disclosures.** Upon request, the Business Associate and its agents or subcontractors shall make available to the Covered Entity or the individual information required to provide an accounting of disclosures in accordance with HIPAA Regulations.
4. **Agents and Subcontractors.** The Business Associate must ensure all agents and subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree in writing to the same restrictions and conditions that apply to the Business Associate with respect to such information. The Business Associate must implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation as outlined under HIPAA Regulations.
5. **Amendment of Protected Health Information.** The Business Associate will make available protected health information for amendment and incorporate any amendments in the designated record set maintained by the Business Associate or its agents or subcontractors, as directed by the Covered Entity or an individual, in order to meet the requirements of HIPAA Regulations.
6. **Audits, Investigations, and Enforcement.** If the data provided or created through the execution of the Contract becomes the subject of an audit, compliance review, or complaint investigation by the Office of Civil Rights or any other federal or state oversight agency, the Business Associate shall notify the Covered Entity immediately and provide the Covered Entity with a copy of any protected health information that the Business Associate provides to the Secretary or other federal or state oversight agency concurrently, to the extent that it is permitted to do so by law. The Business Associate and individuals associated with the Business Associate are solely responsible for all civil and criminal penalties assessed as a result of an audit, breach or violation of HIPAA Regulations.
7. **Breach or Other Improper Access, Use or Disclosure Reporting.** The Business Associate must report to the Covered Entity, in writing, any access, use or disclosure of protected health information not permitted by the Contract, Addendum or HIPAA Regulations by Business Associate or its agents or subcontractors. The Covered Entity must be notified immediately upon discovery or the first day such breach or suspected breach is known to the Business Associate or by exercising reasonable diligence would have been known by the Business Associate in accordance with HIPAA Regulations. In the event of a breach or suspected breach of protected health information, the report to the Covered Entity must be in writing and include the following: a brief description of the incident; the date of the incident; the date the incident was discovered by the Business Associate; a thorough description of the unsecured protected health information that was involved in the incident; the number of individuals whose protected health information was involved in the incident; and the steps the Business Associate or its agent or subcontractor is taking to investigate the incident and to protect against further incidents. The Covered Entity will determine if a breach of unsecured protected health information has occurred and will notify the Business Associate of the determination. If a breach of unsecured protected health information is determined, the Business Associate must take prompt corrective action to cure any such

deficiencies and mitigate any significant harm that may have occurred to individual(s) whose information was disclosed inappropriately.

8. **Breach Notification Requirements.** If the Covered Entity determines a breach of unsecured protected health information by the Business Associate, or its agents or subcontractors has occurred, the Business Associate will be responsible for notifying the individuals whose unsecured protected health information was breached in accordance with HIPAA Regulations. The Business Associate must provide evidence to the Covered Entity that appropriate notifications to individuals and/or media, when necessary, as specified in HIPAA Regulations has occurred. The Business Associate is responsible for all costs associated with notification to individuals, the media or others as well as costs associated with mitigating future breaches. The Business Associate must notify the Secretary of all breaches in accordance with HIPAA Regulations and must provide the Covered Entity with a copy of all notifications made to the Secretary.
9. **Data Ownership.** The Business Associate acknowledges that the Business Associate or its agents or subcontractors have no ownership rights with respect to the protected health information it creates, receives or maintains, or otherwise holds, transmits, uses or discloses.
10. **Litigation or Administrative Proceedings.** The Business Associate shall make itself, any subcontractors, employees, or agents assisting the Business Associate in the performance of its obligations under the Contract or Addendum, available to the Covered Entity, at no cost to the Covered Entity, to testify as witnesses, or otherwise, in the event litigation or administrative proceedings are commenced against the Covered Entity, its administrators or workforce members upon a claimed violation by Business Associate of HIPAA Regulations or other laws relating to security and privacy.
11. **Minimum Necessary.** The Business Associate and its agents and subcontractors shall request, use and disclose only the minimum amount of protected health information necessary to accomplish the purpose of the request, use or disclosure in accordance with HIPAA Regulations.
12. **Policies and Procedures.** The Business Associate must adopt written privacy and security policies and procedures and documentation standards to meet the requirements of HIPAA Regulations.
13. **Privacy and Security Officer(s).** The Business Associate must appoint Privacy and Security Officer(s) whose responsibilities shall include: monitoring the Privacy and Security compliance of the Business Associate; development and implementation of the Business Associate's HIPAA Privacy and Security policies and procedures; establishment of Privacy and Security training programs; and development and implementation of an incident risk assessment and response plan in the event the Business Associate sustains a breach or suspected breach of protected health information.
14. **Safeguards.** The Business Associate must implement safeguards as necessary to protect the confidentiality, integrity and availability of the protected health information the Business Associate creates, receives, maintains, or otherwise holds, transmits, uses or discloses on behalf of the Covered Entity. Safeguards must include administrative safeguards (e.g., risk analysis and designation of security official), physical safeguards (e.g., facility access controls and workstation security), and technical safeguards (e.g., access controls and audit controls) to the confidentiality, integrity and availability of the protected health information, in accordance with HIPAA Regulations. Technical safeguards must meet the standards set forth by the guidelines of the National Institute of Standards and Technology (NIST). The Business Associate agrees to only use, or disclose protected health information as provided for by the Contract and Addendum and to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate, of a use or disclosure, in violation of the requirements of this Addendum as outlined in HIPAA Regulations.
15. **Training.** The Business Associate must train all members of its workforce on the policies and procedures associated with safeguarding protected health information. This includes, at a minimum, training that covers the technical, physical and administrative safeguards needed to prevent inappropriate uses or disclosures of protected health information; training to prevent any intentional or unintentional use or disclosure that is a violation of HIPAA Regulations; and training that emphasizes the criminal and civil penalties related to HIPAA breaches or inappropriate uses or disclosures of protected health information. Workforce training of new employees must be completed within 30 days of the date of hire and all employees must be trained at least annually. The Business Associate must maintain written records for a period of six years. These records

must document each employee that received training and the date the training was provided or received.

16. **Use and Disclosure of Protected Health Information.** The Business Associate must not use or further disclose protected health information other than as permitted or required by the Contract or as required by law. The Business Associate must not use or further disclose protected health information in a manner that would violate the requirements of HIPAA Regulations.

III. PERMITTED AND PROHIBITED USES AND DISCLOSURES BY THE BUSINESS ASSOCIATE

The Business Associate agrees to these general use and disclosure provisions:

1. **Permitted Uses and Disclosures:**

- a. Except as otherwise limited in this Addendum, the Business Associate may use or disclose protected health information to perform functions, activities, or services for, or on behalf of, the Covered Entity as specified in the Contract, provided that such use or disclosure would not violate HIPAA Regulations, if done by the Covered Entity.
- b. Except as otherwise limited in this Addendum, the Business Associate may use or disclose protected health information received by the Business Associate in its capacity as a Business Associate of the Covered Entity, as necessary, for the proper management and administration of the Business Associate, to carry out the legal responsibilities of the Business Associate, as required by law or for data aggregation purposes in accordance with HIPAA Regulations.
- c. Except as otherwise limited by this Addendum, if the Business Associate discloses protected health information to a third party, the Business Associate must obtain, prior to making such disclosure, reasonable written assurances from the third party that such protected health information will be held confidential pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to the third party. The written agreement from the third party must include requirements to immediately notify the Business Associate of any breaches of confidentiality of protected health information to the extent it has obtained knowledge of such breach.
- d. The Business Associate may use or disclose protected health information to report violations of law to appropriate federal and state authorities, consistent with HIPAA Regulations.

2. **Prohibited Uses and Disclosures:**

- a. Except as otherwise limited in this Addendum, the Business Associate shall not disclose protected health information to a health plan for payment or health care operations purposes if the patient has required this special restriction, and has paid out of pocket in full for the health care item or service to which the protected health information relates in accordance with HIPAA Regulations.
- b. The Business Associate shall not directly or indirectly receive remuneration in exchange for any protected health information, unless the Covered Entity obtained a valid authorization, in accordance with HIPAA Regulations that includes a specification that protected health information can be exchanged for remuneration.

IV. OBLIGATIONS OF THE COVERED ENTITY

1. The Covered Entity will inform the Business Associate of any limitations in the Covered Entity's Notice of Privacy Practices in accordance with HIPAA Regulations, to the extent that such limitation may affect the Business Associate's use or disclosure of protected health information.
2. The Covered Entity will inform the Business Associate of any changes in, or revocation of, permission by an individual to use or disclose protected health information, to the extent that such changes may affect the Business Associate's use or disclosure of protected health information.
3. The Covered Entity will inform the Business Associate of any restriction to the use or disclosure of protected health information that the Covered Entity has agreed to in accordance with HIPAA Regulations, to the extent that such restriction may affect the Business Associate's use or disclosure of protected health information.
4. Except in the event of lawful data aggregation or management and administrative activities, the Covered Entity shall not request the Business Associate to use or disclose protected health

information in any manner that would not be permissible under HIPAA Regulations, if done by the Covered Entity.

V. TERM AND TERMINATION

1. **Effect of Termination:**

- a. Except as provided in paragraph (b) of this section, upon termination of this Addendum, for any reason, the Business Associate will return or destroy all protected health information received from the Covered Entity or created, maintained, or received by the Business Associate on behalf of the Covered Entity that the Business Associate still maintains in any form and the Business Associate will retain no copies of such information.
 - b. If the Business Associate determines that returning or destroying the protected health information is not feasible, the Business Associate will provide to the Covered Entity notification of the conditions that make return or destruction infeasible. Upon a mutual determination that return or destruction of protected health information is infeasible, the Business Associate shall extend the protections of this Addendum to such protected health information and limit further uses and disclosures of such protected health information to those purposes that make return or destruction infeasible, for so long as the Business Associate maintains such protected health information.
 - c. These termination provisions will apply to protected health information that is in the possession of subcontractors, agents or employees of the Business Associate.
2. **Term.** The Term of this Addendum shall commence as of the effective date of this Addendum herein and shall extend beyond the termination of the contract and shall terminate when all the protected health information provided by the Covered Entity to the Business Associate, or accessed, maintained, created, retained, modified, recorded, stored or otherwise held, transmitted, used or disclosed by the Business Associate on behalf of the Covered Entity, is destroyed or returned to the Covered Entity, or if it is not feasible to return or destroy the protected health information, protections are extended to such information, in accordance with the termination.
3. **Termination for Breach of Contract.** The Business Associate agrees that the Covered Entity may immediately terminate the Contract if the Covered Entity determines that the Business Associate has violated a material part of this Addendum.

VI. MISCELLANEOUS

1. **Amendment.** The parties agree to take such action as is necessary to amend this Addendum from time to time for the Covered Entity to comply with all the requirements of HIPAA Regulations.
2. **Clarification.** This Addendum references the requirements of HIPAA Regulations, as well as amendments and/or provisions that are currently in place and any that may be forthcoming.
3. **Indemnification.** In accordance with the limitations of NRS 41.0305 to NRS 41.039 each party will indemnify and hold harmless the other party to this Addendum from and against all claims, losses, liabilities, costs and other expenses incurred as a result of, or arising directly or indirectly out of or in conjunction with:
 - a. Any misrepresentation, breach of warranty or non-fulfillment of any undertaking on the part of the party under this Addendum; and
 - b. Any claims, demands, awards, judgments, actions, and proceedings made by any person or organization arising out of or in any way connected with the party's performance under this Addendum.
4. **Interpretation.** The provisions of this Addendum shall prevail over any provisions in the Contract that any conflict or appear inconsistent with any provision in this Addendum. This Addendum and the Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA Regulations. The parties agree that any ambiguity in this Addendum shall be resolved to permit the Covered Entity and the Business Associate to comply with HIPAA Regulations.
5. **Regulatory Reference.** A reference in this Addendum to HIPAA Regulations means the sections as in effect or as amended.
6. **Survival.** The respective rights and obligations of Business Associate under Effect of Termination of this Addendum shall survive the termination of this Addendum.

IN WITNESS WHEREOF, the Business Associate and the Covered Entity have agreed to the terms of the above written agreement as of the effective date set forth below.

COVERED ENTITY

Department of Health and Human Services
Aging and Disability Services

3416 Goni Road, Building D-132

Carson City, NV 89706

(775) 687-0532 Phone

(775) 687-0573 Fax

Dena Schmidt
(Authorized Signature)

Dena Schmidt

Administrator, Aging and Disability Services
Division

1/15/17
(Date)

BUSINESS ASSOCIATE

Storey County

P.O. Drawer D
(Business Address)

Virginia City, NV 89440
(City, State and Zip Code)

(225) 847-0969
(Business Phone Number)

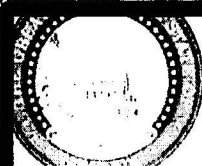
(775) 847-0921
(Business FAX Number)

Marshall McBride
(Authorized Signature)

Marshall McBride
(Print Name)

Chairman
(Title)

1-12-19
(Date)

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Department of Health & Human Services Aging and Disability Services Division

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Programs**ADSD PROGRAMS****Notices of Funding Opportunities**

Persons with Autism Spectrum Disorder

Programs for Infants and Toddlers with Disabilities

Programs for Persons with Intellectual Disabilities and Related Conditions

Programs for Persons with Physical Disabilities

Programs for Seniors

The Aging and Disability Services Division offers the following types of programs:

- [Rates for County Services for Children &](#)
- [Programs for Seniors](#)
- [Programs for Infants and Toddlers with Disabilities](#)
- [Programs for Intellectual Disabilities and Related Conditions](#)
- [Programs for Persons with Physical Disabilities](#)
- [Programs for Persons with Autism Spectrum Disorder](#)
- [Notices of Funding Opportunities](#)

Aging and Disability Services Division Administrative Office

3416 Goni Road, Suite D-132
Carson City, NV 89706
(775) 687-4210
adsd@adsd.nv.gov

[ADSD Fact Sheets 2019](#)

[ADSD Fact Sheets 2018 &](#)

Programs Available

Request ADA document remediation for individuals using assistive technology devices

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[Department of Health and Human Services](#)
[State of Nevada](#)
[Website](#)

About

[ADA Notices](#)
[Awards and Recognitions](#)
[Budget Information](#)
[Executive Staff](#)
[Feedback Form](#)
[Governance](#)
[Integration Information](#)
[Mission Statement](#)
[Notice of Privacy Practices &](#)
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Programs

[Notices of Funding Opportunities](#)
[Persons with Autism Spectrum Disorder](#)
[Programs for Infants and Toddlers with Disabilities](#)
[Programs for Persons with Intellectual Disabilities and Related Conditions](#)
[Programs for Persons with Physical Disabilities](#)
[Programs for Seniors](#)

Boards/Commissions

[Aging and Disability Resource Center \(ADRC\) Advisory Board](#)
[Applied Behavior Analysis](#)
[Assistive Technology \(AT\) Council](#)
[Commission on Aging \(COA\)](#)
[Commission on Autism Spectrum Disorders \(ASD\)](#)
[Commission on Service for Persons with Disabilities \(CSPD\)](#)
[Olmstead/Strategic Planning Subcommittee of Commission on Services for Persons with Disabilities \(CSPD\) and Commission on Aging \(COA\)](#)
[Statewide Independent Living Council \(SILC\)](#)
[Task Force on Alzheimer's Disease \(TFAD\)](#)

Section 508
WCAG 2.0
ADA
Compliance
In Progress



Storey County Board of County Commissioners
Agenda Action Report

Meeting date: ~~05-21-19~~ 6.4.19

Estimate of time required: 0 - 5

Agenda: Consent ☒ Regular agenda ☐ Public hearing required ☐

1. **Title:** Business License First Readings -- Approval

2. **Recommended motion:** None required (if approved as part of the Consent Agenda) I move to approve all first readings (if removed from consent agenda by request).

3. **Prepared by:** Sarah Dillon

Department: Community Development

Telephone: 847-0966

4. **Staff summary:** First readings of submitted business license applications are normally approved on the consent agenda. The applications are then submitted at the next Commissioners' meeting for approval.

5. **Supporting materials:** See attached Agenda Letter

6. **Fiscal impact:**

Funds Available:

Fund:

Comptroller

7. **Legal review required:**

____ District Attorney

8. **Reviewed by:**

☒ Department Head

Department Name:


County Manager

Other agency review: _____

9. **Board action:**

☐ Approved
☐ Denied

☐ Approved with Modifications
☐ Continued

Agenda Item No. 4 III

Storey County Community Development

Business Licensing

P O Box 526 • Virginia City NV 89440 • (775) 847-0966 • Fax (775) 847-0935 • mfield@storeycounty.org

To: Vanessa Stephens, Clerk's Office
Pat Whitten, County Manager

May 21, 2019
Via email

Fr: Sarah Dillon

Please add the following item(s) to the **May 21, 2019 COMMISSIONERS** Consent Agenda:

LICENSING BOARD

FIRST READINGS:

- A. GREAT STAFFING OF AMERICA** – General / 440 USA Pkwy ~ McCarran, NV
- B. ENVIROPROS, LLC** - General / 2273 S Vista Ave #3C ~ Bloomington, CA
- C. DOUBLE D ELECTRICAL/INSTALLATION** - Contractor / 1321 Earl Dr ~ SLC, UT
- D. TECHNICAL INSPECTION AGENCY** – General / 5940 S Rainbow Blvd ~ Las Vegas, NV
- E. TAURUS FABRICATION, INC.** – General / 5421 Kietzke Ln #100 ~ Reno, NV
- F. SEEGRID CORPORATION** - General / 216 RIDC Parkwest Dr ~ Pittsburgh, PA
- G. RED CEDAR STEEL SOUTHWEST** – Contractor / 1540 W Hatcher Rd ~ Phoenix, AZ
- H. CUPERTINO ELECTRIC, INC.** – Contractor / 1132 N 7th St ~ San Jose, CA
- I. MAXGEN ENERGY SERVICES CORP** – Contractor / 1690 Scenic Ave ~ Costa Mesa, CA
- J. COVESTRO, LLC** – General / 1 Covestro Cir ~ Pittsburgh, PA
- K. THE INSTALLATION GROUP, LLC** – Contractor / 1201 N Raddant Rd ~ Batavia, IL
- L. FOREVER AWNINGS, LLC** – Contractor / 860 Twin Pines Rd ~ Reno, NV
- M. OPHIR RIDGE, LLC** – Contractor / 350 N Stewart ~ Virginia City, NV
- N. JDC CONSTRUCTION, LLC** – Contractor / 998 Yellowhammer Ct ~ Sparks, NV
- O. PIONEER ELECTRIC, LTD.** – Contractor / 1790 Carson Ave ~ Sparks, NV
- P. FACET & CO.** – General / 80 South C St ~ Virginia City, NV
- Q. CLIMATEC, LLC** – General / 2851 W Kathleen Rd ~ Phoenix, AZ
- R. THE SUPERIOR PEI GROUP, LLC** – Contractor / 740 Waterman Ave ~ Columbus, OH

Ec: Community Development
Commissioners' Office

Planning Department
Comptroller's Office

Sheriff's Office



Storey County Board of County Commissioners Agenda Action Report

Meeting date: June 4, 2019
Agenda Item Type: Consent Agenda

Estimate of Time Required: 0-5 min.

1. **Title:** For possible action, approval of claims in the amount of \$1,784,563.09.
2. **Recommended motion:** Approve as part of the Consent Agenda
3. **Prepared by:** V Stephens

Department: Treasurer

Contact Number: 775.847.0969

4. **Staff Summary:** Claims are attached.
5. **Supporting Materials:** See attached
6. **Fiscal Impact:** 0
7. **Legal review required:** No
8. **Reviewed by:**

____ Department Head

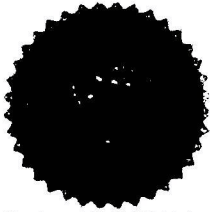
Department Name: Treasurer

____ County Manager

Other Agency Review: _____

9. **Board Action:**

<input type="checkbox"/> Approved	<input type="checkbox"/> Approved with Modification
<input type="checkbox"/> Denied	<input type="checkbox"/> Continued



Payroll Check Register Report Summary

Pay Period: 4/15/2019-4/28/2019

Packet: PRPKT00296 - 2019-05-03 PR cw

Payroll Set: Storey County - 01

Type	Count	Amount
Regular Checks	6	5,166.69
Manual Checks	0	0.00
Reversals	0	0.00
Voided Checks	0	0.00
Direct Deposits	164	310,732.87
Total	170	315,899.56

Approved by the Storey County Board of Commissioners:

Chairman

Commissioner

Commissioner

Comptroller

Date

Treasurer

Date



Vendor History Report

By Vendor Name

Posting Date Range -

Payment Date Range 05/03/2019 - 05/03/2019

Payable Number Description
Vendor Set: 01 - Storey County Vendors
405424 - Optum Bank, Member FDIC
INV0004002 HSA Contributions

Post Date	1099	Payment Number	Payment Date	Amount	Shipping	Tax	Discount	Net	Payment
5/3/2019		DFT0000208	5/3/2019	11,370.77	0.00	0.00	0.00	11,370.77	11,370.77
				11,370.77	0.00	0.00	0.00	11,370.77	11,370.77
		Vendors: (1)	Total 01 - Storey County Vendors:	11,370.77	0.00	0.00	0.00	11,370.77	11,370.77
			Vendors: (1)	Report Total:	0.00	0.00	0.00	11,370.77	11,370.77



Pay Period: 4/29/2019-5/12/2019

Approved by the Storey County Board of Commissioners:

Commissioner

Date _____

Date _____



Check Register

Packet: APPKT00738 - PERS Estimated payments jm

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank-AP Bank						
405456	Public Employees Retirement	05/15/2019	Regular	0.00	63,736.52	95833
405456	Public Employees Retirement	05/15/2019	Regular	0.00	60,851.55	95834
405456	Public Employees Retirement	05/15/2019	Regular	0.00	155,829.37	95835
405456	Public Employees Retirement	05/15/2019	Regular	0.00	168,489.93	95836
405456	Public Employees Retirement	05/15/2019	Regular	0.00	150,271.15	95837
405456	Public Employees Retirement	05/15/2019	Regular	0.00	155,311.29	95838

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	6	6	0.00	754,489.81
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	6	6	0.00	754,489.81

Approved by the Storey County Board of Commissioners:

Chairman

Commissioner

Commissioner

Comptroller

Date

Treasurer

Date

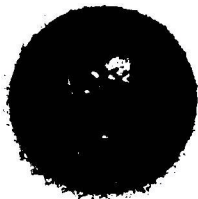


Vendor History Report

By Vendor Name

Posting Date Range -
Payment Date Range 05/17/2019 - 05/17/2019

Payable Number	Description	Units	Price	Post Date	1099	Payment Number	Payment Date	Amount	Shipping	Tax	Discount	Net	Payment
Item Description				Amount	Account Number	Account Name		Dist Amount					
Vendor Set: 01 - Storey County Vendors													
405424 - Optum Bank, Member FDIC													
INV0004303	HSA Contributions	0.00	0.00	5/17/2019	001-29506-000	DFT00000219	5/17/2019	11,190.77	0.00	0.00	0.00	11,190.77	11,190.77
HSA Contributions				11,190.77		Insurances		11,190.77				11,190.77	11,190.77
				Vendors: (1)				11,190.77	0.00	0.00	0.00	11,190.77	11,190.77
				Total 01 - Storey County Vendors:				11,190.77	0.00	0.00	0.00	11,190.77	11,190.77
				Vendors: (1)				11,190.77	0.00	0.00	0.00	11,190.77	11,190.77
				Report Total:				11,190.77	0.00	0.00	0.00	11,190.77	11,190.77



Check Register

Packet: APPKT00737 - 2019-05-17 PR Payments cw

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank-AP Bank						
404869	SCSO EMPLOYEES ASSOCIATIO	05/17/2019	EFT	0.00	579.00	10023
300007	USAA 529 College Savings Plans	05/17/2019	EFT	0.00	50.00	10024
300003	AFLAC	05/17/2019	Regular	0.00	1,147.95	95839
300008	AFSCME Union	05/17/2019	Regular	0.00	561.83	95840
405519	Cigna Health and Life Insurance Com	05/17/2019	Regular	0.00	6,655.88	95841
300001	Colonial Life & Accident	05/17/2019	Regular	0.00	111.69	95842
404704	DVM INSURANCE AGENCY	05/17/2019	Regular	0.00	63.91	95843
405264	FIDELITY SEC LIFE INS CO	05/17/2019	Regular	0.00	70.97	95844
300011	Nevada State Treasurer	05/17/2019	Regular	0.00	4.00	95845
103233	PUBLIC EMPLOY RETIREMENT SYSTEM	05/17/2019	Regular	0.00	46.66	95846
300010	State Collection & Disbursement Un	05/17/2019	Regular	0.00	197.70	95847
300006	Storey Co Fire Fighters Assoc	05/17/2019	Regular	0.00	1,250.00	95848
404639	VOYA RETIREMENT INS	05/17/2019	Regular	0.00	8,296.50	95849
300005	Washington National Ins	05/17/2019	Regular	0.00	518.99	95850

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	22	12	0.00	18,926.08
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	2	2	0.00	629.00
	24	14	0.00	19,555.08

Approved by the Storey County Board of Commissioners:

Chairman

Commissioner

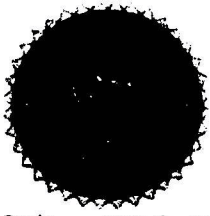
Commissioner

Comptroller

Date

Treasurer

Date



Payment Register

APPKT00771 - 2019-5-24 WF jm

01 - Storey County Vendors

Bank: AP Bank - AP Bank

Vendor Number	Vendor Name					Total Vendor Amount
404295	WELLS ONE COMMERCIAL CARD					8,577.15
Payment Type	Payment Number	Payment Date	Payment Amount			
Bank Draft	DFT0000223	05/24/2019	8,577.15			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
INV0004356	IT Dept: RB, JD	05/24/2019	05/24/2019	0.00	1,851.19	
INV0004407	Wells One SCSO Bowers & Gavenda	05/24/2019	05/24/2019	0.00	24.80	
INV0004411	5/4/19 - 5/17/19	05/24/2019	05/24/2019	0.00	3,448.79	
INV0004413	Office Depot mailing labels and window envelopes	05/24/2019	05/24/2019	0.00	131.94	
INV0004440	WF NS ns	05/24/2019	05/24/2019	0.00	246.20	
INV0004456	MD, SD, & JL	05/24/2019	05/24/2019	0.00	430.48	
INV0004471	2019-05-24 WF VCTC KD DD LK FB	05/24/2019	05/24/2019	0.00	1,116.01	
INV0004477	MA Shell Wedge Pkwy Gas	05/24/2019	05/24/2019	0.00	29.07	
INV0004478	MA Surf Thru Express Car Wash	05/24/2019	05/24/2019	0.00	14.00	
INV0004479	JS Nuisance Letter via Certified Mail	05/24/2019	05/24/2019	0.00	13.70	
INV0004480	Amazon order #111-2298161-0441814 Office Supplies	05/24/2019	05/24/2019	0.00	159.90	
INV0004481	SD Continuing Education SVABO '18 Codes Or#3022716	05/24/2019	05/24/2019	0.00	39.95	
INV0004482	SD Best Western Hotel Stay for SVABO	05/24/2019	05/24/2019	0.00	389.07	
INV0004484	SD Carl's JR for SVABO Trip	05/24/2019	05/24/2019	0.00	12.47	
INV0004485	SD Chevron Gas for SVABO Trip	05/24/2019	05/24/2019	0.00	21.06	
INV0004487	SD Maverick Gas for SVABO Trip	05/24/2019	05/24/2019	0.00	30.00	
INV0004488	C.Nevin- Wells Fargo	05/24/2019	05/24/2019	0.00	525.54	
INV0004492	Certified copies-Sac. Sup. Court -19078CR Vivian	05/24/2019	05/24/2019	0.00	29.00	
INV0004504	WF Recorder JC May 2019	05/24/2019	05/24/2019	0.00	63.98	

Approved by the Storey County Board of Commissioners:

Chairman

Commissioner

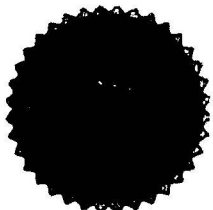
Commissioner

Comptroller

Date

Treasurer

Date



Check Register

Packet: APPKT00769 - 2019-5-24 Reg Payments jm

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank-AP Bank						
404974	ADR SOLUTIONS LLC	05/24/2019	Regular	0.00	839.63	95851
10050	ADVANCED DATA SYSTEMS INC	05/24/2019	Regular	0.00	2,646.00	95852
400481	ALLISON, MACKENZIE, LTD	05/24/2019	Regular	0.00	519.80	95853
100135	ALSCO INC	05/24/2019	Regular	0.00	246.89	95854
403651	ARC HEALTH AND WELLNESS	05/24/2019	Regular	0.00	752.81	95855
405268	ARGENTUM PARTNERS, LTD	05/24/2019	Regular	0.00	18,167.00	95856
405435	Armac Construction, LLC	05/24/2019	Regular	0.00	44,642.30	95857
404555	ARROW INTERNATIONAL	05/24/2019	Regular	0.00	379.50	95858
403619	AT&T TELECONFERENCE SERVI	05/24/2019	Regular	0.00	69.04	95859
405555	Auto Warehouse	05/24/2019	Regular	0.00	855.50	95860
100285	AVS DEVELOPMENT LTD	05/24/2019	Regular	0.00	72.60	95861
405380	Barkdull-Spencer, Elaine	05/24/2019	Regular	0.00	4,189.43	95862
405557	BBBO, LLC	05/24/2019	Regular	0.00	500.00	95863
403959	BENDER, DEBORAH	05/24/2019	Regular	0.00	30.00	95864
405280	Bobula, James Clark	05/24/2019	Regular	0.00	415.00	95865
404634	BRANDON, RUSSELL D	05/24/2019	Regular	0.00	60.00	95866
403671	BURRELL, SCOTT LEWIS	05/24/2019	Regular	0.00	144.00	95867
100476	BURTON'S FIRE INC	05/24/2019	Regular	0.00	423.65	95868
404500	CARSON DODGE CHRYSLER INC	05/24/2019	Regular	0.00	414.40	95869
100555	CARSON SMALL ENGINES	05/24/2019	Regular	0.00	27.04	95870
403268	CELLCO PARTNERSHIP	05/24/2019	Regular	0.00	2,413.92	95871
404143	CERTIFIED FOLDER DISPLAY	05/24/2019	Regular	0.00	772.53	95872
100670	CFOA	05/24/2019	Regular	0.00	150.00	95873
403775	CHARM-TEX	05/24/2019	Regular	0.00	39.90	95874
405561	Chart Inc	05/24/2019	Regular	0.00	13,691.35	95875
405235	CHARTWELL STAFFING SERV	05/24/2019	Regular	0.00	4,795.50	95876
404315	CHURCHILL COUNTY TELEPHON	05/24/2019	Regular	0.00	130.45	95877
405357	City of Carson	05/24/2019	Regular	0.00	523.21	95878
403685	CITY OF CARSON CITY	05/24/2019	Regular	0.00	78.18	95879
405134	CMC TIRE INC	05/24/2019	Regular	0.00	803.76	95880
403822	COLLECTION SERVICE OF NEV	05/24/2019	Regular	0.00	755.53	95881
404868	COMPLETE DOCUM MNGMNT SOL	05/24/2019	Regular	0.00	7,798.23	95882
99652	COMSTOCK CHRONICLE (VC)	05/24/2019	Regular	0.00	1,000.00	95883
405559	Custom Aire Inc	05/24/2019	Regular	0.00	26,600.00	95884
403825	DEUCE NINE LLC	05/24/2019	Regular	0.00	790.00	95885
404547	ELLIOTT AUTO SUPPLY INC	05/24/2019	Regular	0.00	2,276.90	95886
	Void	05/24/2019	Regular	0.00	0.00	95887
405008	ERICKSON THORPE & SWAINSTON L	05/24/2019	Regular	0.00	3,892.50	95888
405484	Evident	05/24/2019	Regular	0.00	148.89	95889
403835	EWING IRRIGATION PRODUCTS, INC	05/24/2019	Regular	0.00	690.57	95890
100775	FARMER BROS CO	05/24/2019	Regular	0.00	66.07	95891
403216	FARR WEST ENGINEERING	05/24/2019	Regular	0.00	7,943.00	95892
404509	FASTENAL COMPANY	05/24/2019	Regular	0.00	106.50	95893
404757	FCC COMMUNICATIONS, LLC	05/24/2019	Regular	0.00	3,810.13	95894
101485	FERGUSON ENTERPRISES INC	05/24/2019	Regular	0.00	566.77	95895
403975	FERRELLGAS LP	05/24/2019	Regular	0.00	1,605.88	95896
402959	FLAG STORE OF NEV INC-THE	05/24/2019	Regular	0.00	810.00	95897
404907	FORENSIC ANALYTICAL SCIEN	05/24/2019	Regular	0.00	7,522.50	95898
404708	FRANCIS, JAMES	05/24/2019	Regular	0.00	100.00	95899
404699	GILL, JAMES G.	05/24/2019	Regular	0.00	234.00	95900
404896	GOLDEN GATE/SET PETROLEUM	05/24/2019	Regular	0.00	4,138.39	95901
405556	Graceland College Center	05/24/2019	Regular	0.00	249.00	95902
101899	GRAINGER	05/24/2019	Regular	0.00	703.99	95903
103470	GREAT BASIN TERMITE & PES	05/24/2019	Regular	0.00	130.00	95904

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
404394	GTP INVESTMENTS LLC	05/24/2019	Regular	0.00	632.66	95905
404778	HAT, LTD	05/24/2019	Regular	0.00	2,791.24	95906
403040	HENRY SCHEIN	05/24/2019	Regular	0.00	1,482.69	95907
405293	Highland Electric and Lighting LLC	05/24/2019	Regular	0.00	8,500.00	95908
100826	HISTORIC FOURTH WARD SCHOOL F	05/24/2019	Regular	0.00	69.50	95909
404366	HOMETOWN HEALTH	05/24/2019	Regular	0.00	1,817.58	95910
403753	HOT SPOT BROADBAND INC	05/24/2019	Regular	0.00	82.50	95911
405302	Institute for Enviornmental Health Ir	05/24/2019	Regular	0.00	1,125.00	95912
100885	IRON MOUNTAIN INFO MGT IN	05/24/2019	Regular	0.00	300.92	95913
403655	ISI SERVICES CORP	05/24/2019	Regular	0.00	640.30	95914
403834	IT1 SOURCE LLC	05/24/2019	Regular	0.00	9,231.33	95915
404771	ITS MY COMMUNITY STORE	05/24/2019	Regular	0.00	534.60	95916
103317	JBP LLC	05/24/2019	Regular	0.00	562.60	95917
103284	KNECHT, RAQUEL	05/24/2019	Regular	0.00	74.36	95918
101040	L N CURTIS & SONS	05/24/2019	Regular	0.00	1,352.00	95919
404105	LEND A CHEK	05/24/2019	Regular	0.00	161.16	95920
405548	Lumos & Associates, Inc	05/24/2019	Regular	0.00	706.50	95921
102751	LYON CO COMPTROLLER	05/24/2019	Regular	0.00	4,003.75	95922
404363	MA LABORATORIES INC	05/24/2019	Regular	0.00	2,884.95	95923
405077	MACKAY MANSION	05/24/2019	Regular	0.00	133.50	95924
405560	Mancuso, James V	05/24/2019	Regular	0.00	650.00	95925
405227	MANHARD CONSULTING	05/24/2019	Regular	0.00	3,455.00	95926
405307	Mckechnie, Marla J.	05/24/2019	Regular	0.00	4.00	95927
404689	MICHAEL'S CYCLE WORKS INC	05/24/2019	Regular	0.00	18,664.19	95928
403629	MIGAN, TAMARA	05/24/2019	Regular	0.00	40.41	95929
403096	MONARCH DIRECT LLC	05/24/2019	Regular	0.00	325.00	95930
100471	MOUND HOUSE TRUE VALUE	05/24/2019	Regular	0.00	189.25	95931
101335	NEV DEPT TAXATION	05/24/2019	Regular	0.00	151.01	95932
103377	NEV DIV ENVIRONMENT PROTE	05/24/2019	Regular	0.00	200.00	95933
103377	NEV DIV ENVIRONMENT PROTE	05/24/2019	Regular	0.00	2,214.00	95934
101225	NEV DIV OF FORESTRY	05/24/2019	Regular	0.00	600.00	95935
403632	NEVADA BLUE LTD (RNO)	05/24/2019	Regular	0.00	100.00	95936
404357	NEVADA OCCUPATIONAL HLTH	05/24/2019	Regular	0.00	99.00	95937
101362	Nextel of California	05/24/2019	Regular	0.00	407.75	95938
404163	NORTON CONSULTING LLC	05/24/2019	Regular	0.00	390.00	95939
402926	OFFSITE DATA DEPOT, LLC	05/24/2019	Regular	0.00	322.60	95940
404118	OPTUMINSIGHT INC	05/24/2019	Regular	0.00	285.00	95941
405127	O'REILLY AUTO ENTERPRISES LLC	05/24/2019	Regular	0.00	151.30	95942
404870	OSBORNE, JOAN	05/24/2019	Regular	0.00	8,745.00	95943
403895	PETRINI, ANGELO D	05/24/2019	Regular	0.00	171.50	95944
405256	PIPER'S OPERA HOUSE	05/24/2019	Regular	0.00	4.00	95945
403874	POULIN, CHRIS	05/24/2019	Regular	0.00	198.00	95946
403329	PROTECTION DEVICES INC	05/24/2019	Regular	0.00	2,000.68	95947
103306	PURCHASE POWER	05/24/2019	Regular	0.00	1,900.00	95948
402937	RAY MORGAN CO INC (CA)	05/24/2019	Regular	0.00	148.16	95949
101520	RENO PAINT MART	05/24/2019	Regular	0.00	150.00	95950
403944	RENO TAHOE SPECIALTY INC	05/24/2019	Regular	0.00	162.00	95951
403943	RENO TAHOE TERRITORY	05/24/2019	Regular	0.00	150.00	95952
405459	Ritter, Linda P	05/24/2019	Regular	0.00	680.00	95953
405095	ROBERTS, BOBBI JEAN	05/24/2019	Regular	0.00	307.32	95954
10026	RUPPCO INC	05/24/2019	Regular	0.00	40.20	95955
101210	SBC GLOBAL SERVICES INC	05/24/2019	Regular	0.00	4,426.79	95956
	Void	05/24/2019	Regular	0.00	0.00	95957
405081	SHERMARK DISTRIBUTORS INC	05/24/2019	Regular	0.00	318.00	95958
404187	SHOAF, BRIAN ALLEN	05/24/2019	Regular	0.00	13.50	95959
102462	SIERRA ENVIRONMENTAL MONITOR	05/24/2019	Regular	0.00	318.00	95960
403421	SIERRA PACIFIC POWER CO	05/24/2019	Regular	0.00	81.69	95961
403480	SLICK INDUSTRIES LLC DBA	05/24/2019	Regular	0.00	58.00	95962
403384	SMITHS FOOD & DRUG CENTER	05/24/2019	Regular	0.00	351.44	95963
404638	SOLENI, LLC	05/24/2019	Regular	0.00	2,057.52	95964
404195	SOUTHERN GLAZERS WINE & S	05/24/2019	Regular	0.00	1,306.88	95965

Check Register

Packet: APPKT00769-2019-5-24 Reg Payments jm

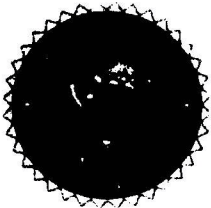
Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
101715	ST CO PUBLIC WORKS	05/24/2019	Regular	0.00	200.00	95966
101717	ST CO SCHOOL DISTRICT	05/24/2019	Regular	0.00	330.00	95967
403892	SUN PEAK ENTERPRISES	05/24/2019	Regular	0.00	1,115.00	95968
404675	SUPERIOR POOL PRODUCTS	05/24/2019	Regular	0.00	87.77	95969
405244	SUTTON HAGUE LAW CORP	05/24/2019	Regular	0.00	1,825.46	95970
403971	SYN TECH SYSTEMS INC	05/24/2019	Regular	0.00	1,100.00	95971
405185	THATCHER COMPANY	05/24/2019	Regular	0.00	1,593.17	95972
404615	THE ANTOS AGENCY	05/24/2019	Regular	0.00	2,398.35	95973
404473	THE DUBE' GROUP INC	05/24/2019	Regular	0.00	8,282.50	95974
101786	THERMATEMP	05/24/2019	Regular	0.00	2,939.00	95975
404845	THOMAS PETROLEUM LLC	05/24/2019	Regular	0.00	9,519.50	95976
102962	UNIFORMITY OF NEVADA LLC	05/24/2019	Regular	0.00	10.25	95977
404828	V & T ROCK, INC	05/24/2019	Regular	0.00	330.96	95978
403983	VCTC	05/24/2019	Regular	0.00	45.00	95979
403894	VIRGINIA & TRUCKEE RR CO, INC.	05/24/2019	Regular	0.00	13,000.00	95980
404147	VIRGINIA CITY MOTORCYCLE	05/24/2019	Regular	0.00	2,500.00	95981
403893	VIRGINIA CITY TOURS INC	05/24/2019	Regular	0.00	575.00	95982
402820	WALKER & ASSOCIATES	05/24/2019	Regular	0.00	2,253.00	95983
103009	WASHOE COUNTY SENIOR SERV	05/24/2019	Regular	0.00	1,911.52	95984
103080	WATERS SEPTIC TANK SV DBA	05/24/2019	Regular	0.00	740.00	95985
101920	WESTERN NEVADA SUPPLY CO	05/24/2019	Regular	0.00	32,928.00	95986
405226	WILLAMAN, GABRIEL	05/24/2019	Regular	0.00	1,770.00	95987
405558	Young, Theodore William	05/24/2019	Regular	0.00	5,000.00	95988
404709	ZACH LYON CREATIVE, INC	05/24/2019	Regular	0.00	3,050.00	95989

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	214	137	0.00	353,161.05
Manual Checks	0	0	0.00	0.00
Voided Checks	0	2	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	214	139	0.00	353,161.05

Approved by the Storey County Board of Commissioners:

Chairman_____
Commissioner_____
Commissioner_____
Comptroller_____
Date_____
Treasurer_____
Date



Check Register

Packet: APPKT00771 - 2019-5-24 WF jm

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank-AP Bank 404295	WELLS ONE COMMERCIAL CARD	05/24/2019	Bank Draft	0.00	8,577.15	DFT0000223

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	0	0	0.00	0.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	19	1	0.00	8,577.15
EFT's	0	0	0.00	0.00
	19	1	0.00	8,577.15



Storey County Board of County Commissioners

Agenda Action Report

✓

Meeting date: 06/04/19

Estimate of time required: 15 min.

Agenda: Consent [] Regular agenda [x] Public hearing required [x]

1. **Title:** Discussion/Possible Action: Authorize the County Manager to approve a contract with the United States Geological Survey (USGS) up to \$30,000 to continue voluntary and limited monitoring of groundwater levels and quality, aquifer conditions, and other geotechnical matters in the Virginia City Highlands, Highland Ranches, and Virginia Ranches area of Storey County during the 2019-20 fiscal year. This is a continuation of the prior year contract for this purpose.

2. **Recommended motion:** Based on the recommendation by staff, I [county commissioner] authorize the County Manager to approve a contract with the United States Geological Survey (USGS) up to \$30,000 to continue the voluntary and limited monitoring of groundwater levels and quality, aquifer conditions, and other geotechnical matters in the Virginia City Highlands, Highland Ranches, and Virginia Ranches area of Storey County during the 2019-20 fiscal year.

3. **Prepared by:** Austin Osborne

4. **Department:** Planning

Telephone: 775.847.0968

5. **Staff summary:** This is a continuation of the ongoing USGS underground water study taking place in the Highlands area of Storey County. Study objectives: 1) monitor and estimate water-level trends in the Highlands; 2) develop a water-table and water-level change map to quantify spatial and temporal water-level change; 3) characterize the fractured volcanic rock aquifer(s) hydraulic properties; and 4) estimate localized recharge potential from Lousetown Creek. Well monitoring will occur on a voluntary basis only. The study will benefit residents and county officials by collecting data needed to understand the properties of groundwater and aid in future water management planning in the Highlands area in accordance with the 2016 Storey County Master Plan. Refer to Enclosure A Project Proposal for additional details.

6. **Supporting materials:** Enclosures: (A) Project Proposal; (B) Draft Contract

7. **Fiscal impact:** None on local government.

Funds Available:

Fund:

____ Comptroller

8. **Legal review required:**

____ District Attorney

9. **Reviewed by:**

 Department Head

Department Name:

 County Manager

Other agency review: _____

10. **Board action:**

☐ Approved

☐ Approved with Modifications

☐ Denied

☐ Continued

Agenda Item No. 7



United States Department of the Interior
U.S. GEOLOGICAL SURVEY

Nevada Water Science Center
2730 N. Deer Run Road
Carson City, Nevada 89701
Phone: 775-887-7600; Fax: 775-887-7629
Website: <http://www.usgs.gov/>

April 15, 2019

Mr. Austin Osborne
County of Storey, Nevada
Planning Director
P.O. Box 176
Virginia City, Nevada 89440

Dear Mr. Osborne:

Attached is a modification to our joint funding agreement 17WSNV00146 between the County of Storey and the U.S. Geological Survey (USGS) for the Virginia City Highlands Groundwater Project.

This modification extends the period of performance to June 30, 2020 and adds funds for the 2020 work. The total cost for the period of July 1, 2019 to June 30, 2020 is \$51,400. Storey County will provide \$25,700 in funds. Pending availability of USGS Cooperative Matching Funds, the USGS will provide \$25,700 towards this program.

Below is the funding detail by year:

	2018	2019	2020	Total
Storey County	\$26,000	\$25,700	\$25,700	\$77,400
U.S. Geological Survey	\$26,000	\$25,700	\$25,700	\$77,400
Total Funding	\$52,000	\$51,400	\$51,400	\$154,800

If you approve of this work and the funding required, please sign the attached modification and return it to Helen Houston at NVFinance@usgs.gov. Funds are not required at this time. A signed agreement is not a bill, only an agreement to pay for the work that will be done.

If you have questions, please refer to the contact list on Enclosure 1.

Sincerely,

JILL

FRANKFORTER

Digitally signed by JILL
FRANKFORTER
Date: 2019.04.15 12:55:12
-07'00'

Jill Frankforter, Acting Director
USGS, Nevada Water Science Center

Enclosures

cc: Kip Allander, David Smith, USGS

Enclosure 1

JFA#: 17WSNV00146_02

USGS Nevada Water Science Center
2730 N. Deer Run Road
Carson City, NV 89701
Phone: 775-887-7600
Fax: 775-887-7629
DUNS: 178930541

Technical Contact
David Smith
Phone: 775-887-7616
snberris@usgs.gov

Executive Contact
Jill Frankforter, Acting Director
Phone: 775-887-7658
dlberger@usgs.gov

Billing Contact
Helen Houston, Budget Analyst
Phone: 775-887-7605
hhouston@usgs.gov

Storey County
P.O. Box 176
Virginia City, NV 89440
Las Vegas, NV 89106-4511
Phone: 775-847-1144
Fax: 775-847-0949
TIN: 88-6000134
DUNS: 073794968

Technical Contact
Austin Osborn
Phone: 775-847-1144
aosborne@storeycounty.org

Executive Contact
Pat Whitten, County Manager
Phone: 775-847-0968
pwhitten@storeycounty.org

Billing Contact
Austin Osborn, Planning Director
Phone: 775-847-1144
aosborne@storeycounty.org

Any updates to contact information can be submitted to NVfinance@usgs.gov.

Form 9-1366
(May 2018)

**U.S. DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY**

JOINT FUNDING AGREEMENT

FOR

WATER RESOURCES INVESTIGATIONS

Customer #: 6000005935
Agreement #: 17WSNV00146_02
Project #: ZJ00GSG
TIN #: 88-6000134
Fixed Cost Agreement YES

THIS AGREEMENT is entered into as of the, 15th day of April, 2019 by the U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the County of Storey, Nevada, party of the second part.

1. The parties hereto agree that subject to availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation with the VC Highlands Groundwater Evaluation herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50; and 43 USC 50b.
2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) includes In-Kind Services in the amount of \$0.00
 - (a) by the party of the first part during the period

Amount	Date	to	Date
\$77,400.00	July 1, 2017		June 30, 2020
 - (b) by the party of the second part during the period

Amount	Date	to	Date
\$77,400.00	July 1, 2017		June 30, 2020
 - (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of:
Description of the USGS regional/national program: N/A
 - (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
 - (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.
3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.
4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.
5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.
6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

9-1366 (Continuation)

Customer #:

6000005935

Agreement #:

17WSNV00146_02

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.
8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties.
- The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (<https://www2.usgs.gov/fsp/>).
9. Billing for this agreement will be rendered.
QUARTERLY
- Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

U.S. Geological Survey		County of Storey, Nevada	
United States			
Department of the Interior			
<u>USGS Point of Contact</u>		<u>Customer Point of Contact</u>	
Name:	David Smith	Name:	Austin Osborne
Address:	2730 N. Deer Run Road Carson City, NV 89701	Address:	26 S. B Street. P.O. Box 176 Virginia City, NV 8944
Telephone:	775-887-7616	Telephone:	775-847-0968
Email:	dwsmith@usgs.gov	Email:	aosborne@storeycounty.org
<hr/> <u>Signatures and Date</u>			
Signature:	Digitally signed by JILL FRANKFORTER Date: 2019.04.15 12:54:27 -07'00'	Date:	
	JILL FRANKFORTER	Signature:	
Name:	Jill Frankforter	Name:	Pat Whitten
Title:	Acting Director	Title:	County Manager

Project Proposal NV17-XX and Data Management Plan

Evaluation of water-level decline and aquifer properties in the Virginia City Highlands and Highland Ranches Volcanic Rock aquifer system, Storey County, Nevada

David W. Smith & Kip K. Allander
U.S. Geological Survey
Nevada Water Science Center

BACKGROUND

The Virginia City Highlands and Highland Ranches (VC Highlands) is a rural housing development established along the ridge of the Virginia Range in Storey County, Nevada (fig. 1). The surface topography of the highlands area is variable, with property parcels developed over a 1,000 ft range of altitude in an 18 square-mile area. Paired with the varying topography is a large range of domestic well depths, from 75 to 1,175 ft of total depth below land surface. Approximately 1,400 residents exclusively rely on domestic wells for water supply and driller reports indicate wells are completed within fractures of volcanic rock.

PROBLEM

The U.S. Geological Survey (USGS) currently monitors water levels annually in two domestic wells in the VC Highlands (fig. 1). Recent analysis of water levels indicates a rapid and substantial decline in the water-table at these two sites. Between 1997 and 2016, water levels declined approximately 50 and 165 ft near the center of development in the VC Highlands. Due to the limited measurement frequency and close proximity of the monitoring well locations, the extent of the declining water-table is unknown. However, analysis of the State of Nevada Division of Water Resources (NDWR) well log database indicates 103 of 623 domestic wells (17 percent) have been deepened or replaced, indicating water-level declines are more widespread and represent a significant cost burden to homeowners in the area (fig. 1).

Well logs from NDWR indicate recently completed wells depths are deepening through time, likely in response to the declining water table. For example, domestic wells completed prior to 1997 had an average depth of 225 ft, and wells completed after 1997 have increased to an average depth of 375 ft. Verbal communication with residents in the VC highlands has indicated that deepening or replacement of domestic wells for some residents may be financially unrealistic and have opted to contract with private water-services for the delivery of potable water. The condition of domestic wells must be disclosed in real-estate sales in Nevada, potentially impacting property values for residents with dry wells.

The fractured volcanic rock aquifer in the VC Highlands represents the least understood aquifer system in Nevada and the Basin and Range physiographic province (Planert and Williams, 1995). Communities within the Basin and Range province generally rely on groundwater from basin-fill or carbonate aquifers for domestic supply. Currently, there is limited knowledge on properties and conditions of volcanic aquifers, the role they play within context of other aquifer systems, or their characteristics as domestic water supply throughout the Basin and Range

province. This project will assist the VC Highlands community and Storey County officials by monitoring and determining the properties of the fractured volcanic aquifer system.

OBJECTIVE

The objectives of this study are to: 1) monitor and estimate the water-level trends in the VC Highlands, 2) develop a water-table and water-level change map to quantify spatial and temporal water-level change, 3) characterize the fractured volcanic rock aquifer(s) hydraulic properties, and 4), estimate localized recharge potential from Lousetown Creek. These objectives will benefit Storey County officials and residents by collecting data necessary to understand the properties of groundwater and provide information that will aid in future management decisions in the VC Highlands and will help to improve our understanding of volcanic rock aquifer systems within the Basin and Range physiographic province.

RELEVANCE AND BENEFITS

This study will contribute to the USGS mission by increasing understanding of surface-water/groundwater interactions and their effect on water availability in a common hydrographic setting. The study is consistent with the USGS core mission of a Water Census of the United States (U.S. Geological Survey, 2007). Specifically, this study meets 3 of 5 strategic science directions of the Water Census mission. This study will contribute to: a better understanding of the status of freshwater resources and how they are changing; a more precise determination of water use for meeting future human, environmental, and wildlife needs; and, identifying how freshwater availability is related to natural storage and movement of water. This study will also provide the data necessary for county managers, stakeholders, and residence to assess the effects of water-resources management and planning decisions in the VC Highlands. Knowledge obtained from this study will contribute to better understanding of properties and nature of volcanic rock aquifer systems and their relation to water resources and ecologic systems within the Basin and Range aquifer physiographic province.

APPROACH

A five-year project is proposed to monitor VC Highlands groundwater, surface water, and precipitation during potentially variable climate conditions. In the first year of the project, a water-level monitoring network (network) will be established with willing residences in the VC Highlands. Subsequent years will focus on collecting aquifer properties and creating water-level change maps. Results of the study will be published in a USGS Scientific Investigations Report (SIR) at the end of the study period. The project approach to accomplishing the listed objectives are provided below:

Water-level Network

The network will be designed to represent groundwater conditions in the volcanic rock aquifer underlying the VC highlands both spatially and by well depth open to varying fracture zones. The network will consist of a combination of discrete and continuous measurements in the study area. Storey County has already obtained permission from approximately 30 residents for the USGS to monitor water-levels for the discrete network. Water-level measurements will be made at a monthly frequency from July to October, 2018 to identify static water-level conditions and wells suitable for longer-term monitoring, and will then be transitioned to a quarterly basis for the duration of the project. The discrete network will be scaled to efficiently monitor fractured rock aquifer(s) in the VC Highlands. The continuous network will consist of multiple

observation wells (2-5), preferably not being used for domestic supply, instrumented with pressure transducers. Pressure transducers will record water-level change at 15 minute frequency intervals. The data will be quality assured with bi-monthly measurements and downloads. Transducer data will be published to the web and aid in community outreach of the project. All water-level data will be available to the public via the USGS NWISweb.

Accurate water-level altitudes are necessary for the comparison of water-level measurements in varying topography, and are required for the development of a water-table map. Accurate altitudes of wells in the groundwater network will be surveyed using a differential GPS system according to USGS guidelines (Rydlund and Densmore, 2012).

Water-Level Change Map

Water-table and water-level change maps will be documented and published in the SIR. The water-level change maps will be developed in a geographic information system (GIS), with the use of geo-statistical interpolation techniques (Hutchinson and others, 2011). Additional water-level change over time will be estimated by comparing measured water-levels with historic water levels measured by the USGS and reported in drillers logs.

A water-level potentiometric map completed by (Koltermann, 1984) will be digitized and georectified to difference the water-level maps from 1983 and 2018 to quantify water-level change for the past 35 years. Interpolated water-level surfaces will be differenced to estimate change in the water-table and aquifer storage. Water-level change in areas of 1, 10, and 40 acre parcels with domestic wells will be evaluated to characterize water level trends by parcel size.

Aquifer Properties

Aquifer properties and characteristics will be evaluated to provide understanding of the properties controlling groundwater movement and storage. On an opportunistic basis, borehole geophysics will be collected with a Mount Sopris Matrix System ®, and MGXII data logger provided by the USGS Office of Geophysics. The project will use available volunteer well(s), no wells or boreholes will be drilled by this project. Geophysical data will be collected from replacement domestic well(s) by lowering the Mount Sopris Matrix System down the open well borehole. The geophysical sensor will be configured with multiple sensors to provide detailed information of aquifer properties (table 1). The geophysical data will be used to characterize fracture networks and estimate local aquifer properties. Aquifer properties over a larger area will be evaluated with 3-5 aquifer tests and made available on the *USGS Nevada Water Science Centers Aquifer Test webpage*. The estimate of aquifer hydraulic properties will be made from either single or multi-well drawdown tests. Single well aquifer tests will be analyzed using the Cooper-Jacob method (Cooper and Jacob, 1946) programmed in the aquifer-test analysis spreadsheet developed by Halford and Kuniansky (2002).

Table 1. Description of sensors on the Mount Sopris borehole geophysical instrument.

Method	Description
Acoustic Tele-viewer (ATV)	Provide orientation (strike and dip) of bedrock fractures and lithologic contacts.
Caliper	Measures changes in bedrock wall diameter and constrictions in lithology
EM Induction	Delineates changes in rock type, and fluids in rock formation
Flowmeter	Provides rate and direction of vertical flow
Gamma	Identification of rock type
IP and Normal Resistivity	Used to determine lithology, saturation and/or porosity, and estimate fracture density.
OTV	Photography of borehole wall

Surface-Water and Spring Monitoring

Lousetown Creek is the main ephemeral stream flowing through the central VC Highlands during winter and spring precipitation and runoff (fig. 1). Sharp (1974) concluded the Comstock fault may be the controlling influence on the location of Lousetown Creek and seepage from Lousetown Creek may contribute the majority of groundwater recharge through fractured areas (Koltermann, 1984). Lousetown Creek will be monitored with two flume installations for the duration of the project. The flumes will be used for differential gaging to identify loss in flow between gage locations. Loss in flow indicates seepage or infiltration that may reach the water-table as recharge. Additionally, precipitation event based measurements will be made in drainages to quantify the runoff in the area. Discrete discharge measurements at spring locations will be completed on a bi-annual basis.

Precipitation

Precipitation is currently collected at two weather stations located on the western side of the VC highlands (fig. 1). Due to potential rain shadow effects and precipitation gradient with altitude and possible limitations associated with measurement of snow precipitation, additional precipitation measurements sites will be expanded to the central and eastern side of the study area at two to four locations. Precipitation will be measured at varying elevations using bulk precipitation gages. The gages will be located at volunteer residences for the duration of the project. Weather station and bulk precipitation gage data will be used to estimate the total annual precipitation in the VC Highlands for each of the years of the study.

QUALITY ASSURANCE

All field data collected as part of this project will be managed according to USGS Nevada Water Science Center Data Management plan (USGS, 2010). Water level data will be collected and processed in accordance with Nevada Water Science Center (NVWSC) and USGS quality assurance/quality control protocols, plans, and policies. Aquifer-test analysis will receive colleague review and approval by the NVWSC groundwater specialist prior to being submitted for bureau approval. Aquifer tests analysis reporting will be done according to USGS Office of Groundwater technical memo 2009.01 (<https://water.usgs.gov/admin/memo/GW/gw09.01.html>). The Scientific Investigation Report will be peer-reviewed and will follow USGS fundamental science practices. The project will undergo a minimum of annual review by Nevada Water Science Center management and technical specialists. Additionally, the USGS will provide

quarterly progress reports to Storey County and will provide a project update at least once annually to stakeholders through public meetings.

DATA MANAGEMENT PLAN

Explicit data management and quality assurance activities are described throughout this proposal. In accordance with the NVWSC data management plan (USGS, 2010) and USGS fundamental science practices, all data associated with the project will be stored in appropriate, publically accessible, USGS databases and clearinghouses, including the USGS NWIS database. Reviewed and approved data and relevant GIS datasets and metadata not released through USGS NWIS will be made available online through ScienceBase or other appropriate USGS geospatial data clearinghouses.

PRODUCTS

The project will produce quality-assured/quality-controlled data available through the USGS NWIS database and/or as data releases through ScienceBase. The data will be accessible to the cooperating agencies and the public on the USGS Water Data for the Nation website (USGS, 1998 and 2012). Approved aquifer tests will be published on the NVWSC Aquifer Test website <https://nevada.usgs.gov/water/AquiferTests/>. A Scientific Investigations Report (SIR) will be made available to the public through the USGS Publication Warehouse (<https://pubs.er.usgs.gov/>).

PROJECT SCHEDULE

The 5 year study is planned to start in July, 2017 and be completed by the end of June, 2022. Quarterly progress reports will be sent to Storey County and annual stakeholder presentations will be given in the VC Highlands community. Table 1 below provides a general timeline for the major tasks of the study.

Table 2. Project schedule for completion of major study tasks.

[Quarters are based on State Fiscal Year. 1st quarter is Jul-Sep, 2nd quarter is Oct-Dec, 3rd quarter is Jan-Mar, and 4th quarter is Apr-Jun]

Task	State Fiscal Year																				
	FY18				FY19				FY20				FY21				FY22				
	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	
Quarterly Updates	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	
Annual Presentations				x				x					x				x			x	
Monitor Groundwater	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x					
GPS Survey	x	x																			
Monitor Surface Water		x	x			x	x			x	x				x	x					
Monitor Precipitation	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x					
Aquifer tests and analysis						x	x	x													
Geophysics and analysis										x	x	x									
Create Water-level Change Map				x				x				x	x		x	x	x				
Write/Publish Report															x	x	x	x	x	x	
Federal Fiscal Year	FY17	FY18				FY19				FY20				FY21				FY22			

PERSONNEL

The USGS component of this project will be managed and conducted by a GS-11 hydrologist. The field work component of this project will also require a GS- 9 hydrologic technician. The

NVWSC Groundwater Specialist will assist in the data review and quality assurance. The USGS NVWSC currently has the staff available for this work.

BUDGET

The overall cost for this project is approximately \$254,300. This agreement will be renewed on a year-by-year basis with Storey County. Table 3 summarizes the cost for USGS and Storey County, respectively, by major category, fiscal year, and cost share.

Table 3. Project major category and fiscal year costs

Cost Category	FY18	FY19	FY20	FY21	FY22	Total
Labor	\$ 51,830	\$ 51,400	\$ 51,400	\$ 49,800	\$ 39,900	\$ 244,330
Equipment and Supplies	\$ 170					\$ 170
Report Processing					\$ 9,800	\$ 9,800
Total	\$ 52,000	\$ 51,400	\$ 51,400	\$ 49,800	\$ 49,700	\$ 254,300

Funding	FY18	FY19	FY20	FY21	FY22	Total
USGS Funding (50.0%) ¹	\$ 26,000	\$ 25,700	\$ 25,700	\$ 24,900	\$ 24,850	\$ 127,150
Storey County Funding (50.0%)	\$ 26,000	\$ 25,700	\$ 25,700	\$ 24,900	\$ 24,850	\$ 127,150
Total	\$ 52,000	\$ 51,400	\$ 51,400	\$ 49,800	\$ 49,700	\$ 254,300

Project Task	FY18	FY19	FY20	FY21	FY22	Total
Groundwater Network	\$ 19,003	\$ 9,330	\$ 10,547	\$ 10,414	\$ 1,872	\$ 51,167
Surface Water Monitoring	\$ 16,661	\$ 8,482	\$ 9,589	\$ 9,468	\$ -	\$ 44,199
Precipitation Monitoring	\$ 2,795	\$ 1,357	\$ 1,534	\$ 1,515	\$ -	\$ 7,201
Spring Monitoring	\$ 1,001	\$ 1,357	\$ 1,534	\$ 1,515	\$ -	\$ 5,407
Project management	\$ 2,153	\$ 2,036	\$ 2,301	\$ 2,272	\$ 6,552	\$ 15,314
Differential GPS	\$ 5,382	\$ -	\$ -	\$ -	\$ -	\$ 5,382
Aquifer test and analysis	\$ -	\$ 22,053	\$ -	\$ -	\$ -	\$ 22,053
Geophysics analysis	\$ -	\$ -	\$ 22,059	\$ -	\$ -	\$ 22,059
Water-level change analysis	\$ -	\$ -	\$ -	\$ 20,829	\$ -	\$ 20,829
Report and analysis	\$ 5,005	\$ 6,785	\$ 3,835	\$ 3,787	\$ 25,272	\$ 44,684
Report publishing	\$ -	\$ -	\$ -	\$ -	\$ 16,005	\$ 16,005
Total	\$ 52,000	\$ 51,400	\$ 51,400	\$ 49,800	\$ 49,700	\$ 254,300

¹ - USGS will provide up to 50% funding match based on availability of funds from the cooperative water program. The USGS currently anticipates matching 50% through the life of this project. Availability of matching funds is dependent on US government budget appropriation. In the unlikely event that USGS cooperative funds become unavailable; project plans, details, and costs may be renegotiated with Storey County.

REFERENCES

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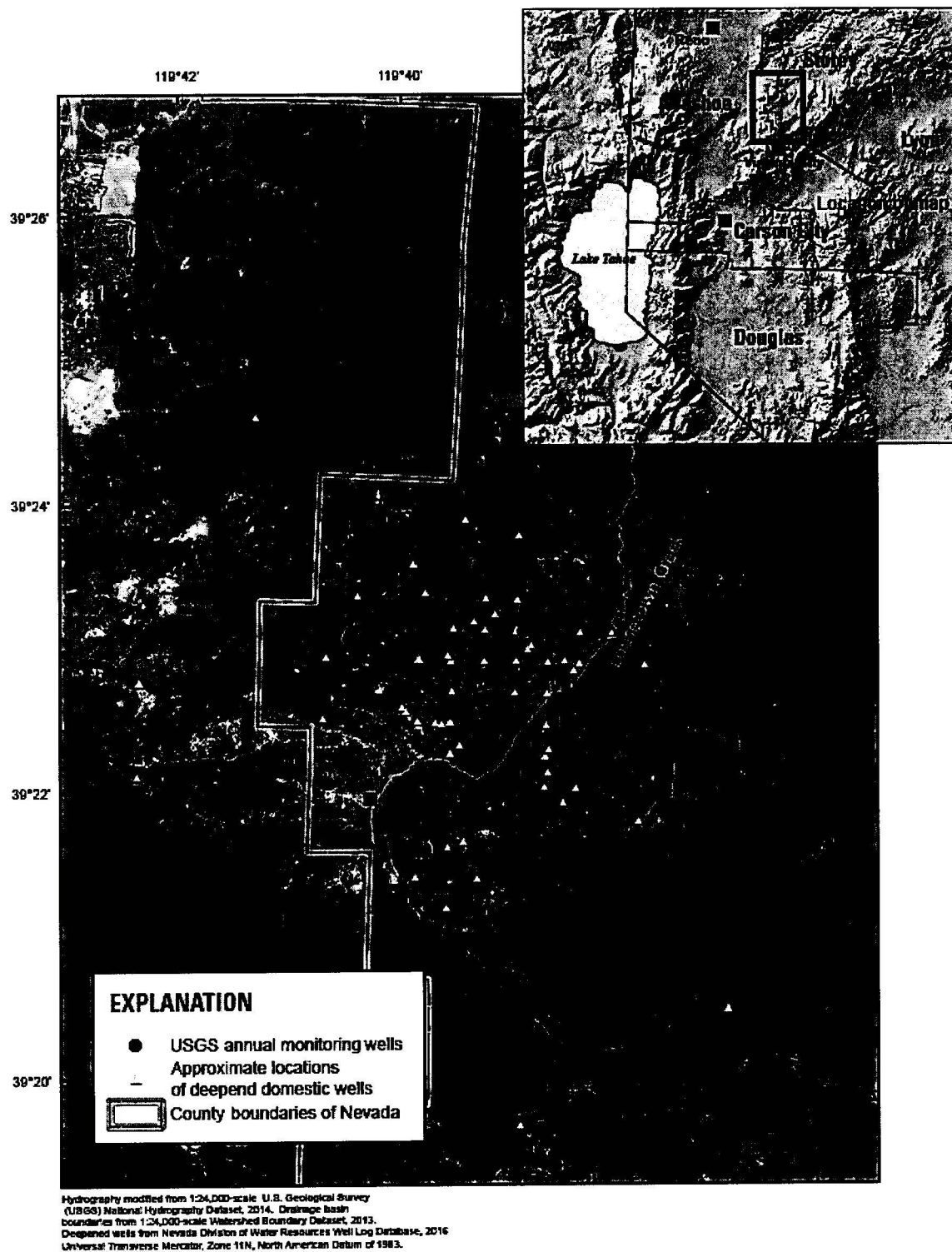


Figure 1. Location of monitoring and deepened domestic wells near Virginia City Highlands, Storey County, Nevada.



Storey County Board of County Commissioners

Agenda Action Report

Meeting date: June 4, 2019

Estimate of time required: 30 min

Agenda: Consent [] Regular agenda [X] Public hearing required []

1. **Title:** For possible action, approval and acceptance of renewal proposal form Nevada Public Agency Insurance Pool (POOL) and approval for payment from fiscal 2019-2020 funds.
2. **Recommended motion** Approve the renewal proposal form Nevada Public Agency Insurance Pool (POOL) and approve payment from fiscal 2019-2020 funds.
3. **Prepared by:** Hugh Gallagher

Department: Comptroller's Office

Telephone: 847-1006

4. **Staff summary:** Renewal is for the coverage period of 7/01/2019 to 7/01/2020.
Coverage summary for Property, Liability, Cyber Security, Environmental Liability.
Programs and services include:
 - Training
 - Risk Management On-Site programs
 - Law Enforcement and Fire Protection Best Practices
 - 24-7-365 Workers Comp Nurse Triage Program
 - MSDSonline

5. **Supporting materials:**
NPAIP Pool member coverage summary prepared by A & H Insurance.

6. **Fiscal impact:**

Funds Available:

Fund:

___ Comptroller

7. **Legal review required:** n/a

___ District Attorney

8. **Reviewed by:**

___ Department Head

Department Name: Commissioners

___ County Manager

Other agency review: _____

9. **Board action:**

[] Approved
[] Denied

[] Approved with Modifications
[] Continued

Agenda Item No 8



PW Approved ✓

Nevada Public Agency Insurance Pool
201 S. Roop Street, Suite 102
Carson City, NV 89701-4779
Toll Free Phone (877) 883-7665
Telephone (775) 885-7475
Facsimile (775) 883-7398

MEMORANDUM

DATE: May 6, 2019 **Sent VIA Fax:** (775) 847-0921

TO: Clerk's Office
Storey Co.

FROM: Wayne Carlson, MBA, CPCU, ARM
Executive Director

RE: POOL Renewal Proposal Presentation

We are planning our June renewal presentation schedule and would appreciate your scheduling the following item on your **JUNE** agenda. Stephen Romero, Marshall Smith, Mike Rebaleati, Alan Kalt or I will present the renewal in conjunction with your local agent. Due to multiple board meetings on some days, scheduling us at or near the requested time will facilitate travel between meeting locations. Your cooperation is appreciated.

DATE: 6/4/2019 at 10:00:00 AM

The requested item should be listed as an action item and worded similar to the following:

Action Item: Acceptance of renewal proposal from Nevada Public Agency Insurance Pool (POOL) and approval for payment from fiscal year 2019 - 2020 funds.

Please confirm the meeting date and time by faxing your response to (775) 883-7398. **I need a response no later than Wednesday, May 15, 2019.** Because renewal program presentation materials are still being prepared, your board packet information may be delayed. We appreciate your understanding and will get them to you as soon as we can. If you should have any questions feel free to call our office. Thanks for your assistance.

FAX TO: Wayne Carlson (775) 883-7398 or E-Mail zariahanses@poolpact.com

RE: Board Meeting Schedule

- ☐ The item will be placed on the agenda as requested
- ☐ Please note these changes: _____
- _____
- _____
- _____

NEVADA PUBLIC AGENCY INSURANCE POOL MEMBER COVERAGE SUMMARY

Prepared For:

Storey County

Prepared By:

A and **H** Insurance

This summary is intended for reference only. For specific terms, conditions, limitations and exclusions, please refer to the POOL Coverage Form edition July 1, 2019.

Dear POOL Member:

Thank you for your renewed commitment to the Nevada Public Agency Insurance Pool (POOL). In 1987, four Nevada counties formed their own risk sharing pool and now over thirty years later, the vast majority of Nevada's rural public entities remain committed to each other and the mission of their risk pool organization.

We are pleased to provide this Member Coverage Summary for your review. We continue to excel and provide an unparalleled level of service to our members. Our mission seeks to help members manage their risks so they can serve the public effectively.

The POOL Board is comprised of dedicated, hardworking, and ethical Member leaders focused on public risk management. They continue to do a superb job of representing the interests of the Member-owners of POOL.

Our members continue to see great value in being part of the POOL because of the extensive services, thus membership retention remains strong. We encourage you to discuss the services we offer with your insurance agent, a valued partner in the POOL program. Details on the financial performance and the services we offer are available on our website at www.poolpact.com.

If you have any questions, please call us at (775) 885-7475.

Sincerely,

A handwritten signature in black ink, appearing to read 'Wayne Carlson', with a stylized, flowing script.

Wayne Carlson
Executive Director
Nevada Public Agency Insurance Pool

NEVADA PUBLIC AGENCY INSURANCE POOL (POOL) COVERAGE SUMMARY

RENEWAL PROPOSAL	COVERAGE PERIOD	NAMED ASSURED	MAINTENANCE DEDUCTIBLE
	07/01/2019 – 07/01/2020 Standard Time	Storey County	\$5,000

PROPERTY LIMITS

Blanket Limit per schedule of locations on file with POOL subject to a maximum limit of \$300,000,000 per loss.

The following sub-limits apply to Section V. C. Extensions of Property Coverage:

Accounts Receivable	\$5,000,000 per loss
Arson Reward	10% up to \$25,000 per loss
Earthquake	\$150,000,000 aggregate
Flood	\$150,000,000 aggregate \$25,000,000 aggregate - Flood Zone A
Equipment Breakdown	\$100,000,000 per loss
• Loss of Income & Extra Expense	included
• Hazardous Substance Coverage	\$250,000 per loss
• Spoilage Coverage	\$250,000 per loss
• Data Restoration	\$100,000 per loss
Expediting Expenses	\$25,000 per loss
Unintentional Errors and Omissions	\$5,000,000 per loss
Money and Securities	\$500,000 per loss
Transmission Facilities	\$100,000 per loss
Vehicle Replacement	Per Attachment E, if applicable

LIABILITY LIMITS

The Limits of Liability are as follows:

Combined Single Limit	\$10,000,000	Each Event/Each Member
Each Member Annual Aggregate Limit: \$10,000,000		
Liability Limits are subject to sub-limits		
Includes Auto Liability, General Liability, Personal Injury Liability, Employment Practices Liability, Law Enforcement Liability and Wrongful Acts Liability		

CYBER SECURITY EVENT AND PRIVACY RESPONSE EXPENSE COVERAGE LIMITS

The Limits of Liability are as follows:

Per Cyber Security Event including Privacy Response Expense	\$3,000,000	Each Member/Annual Aggregate
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ENVIRONMENTAL LIABILITY COVERAGE

The Limits of Liability are as follows:

Coverage A	Third Party Claims for Bodily Injury, Property Damage or Remediation Expense
Coverage B	First Party Remediation Expense
Coverage C	Emergency Response Expense
Coverage D	Business Interruption

COVERAGE	DEDUCTIBLE	EACH INCIDENT LIMIT	AGGREGATE LIMIT
A,B,C	\$25,000	\$2,000,000	\$10,000,000

COVERAGE	DEDUCTIBLE	BUSINESS INTERRUPTION LIMIT (Days)	BUSINESS INTERRUPTION LIMIT (\$)
D	3 Days	365	\$2,000,000

MEMBER CONTRIBUTION:

TOTAL COST:	\$331,444.89
AGENT COMPENSATION:	\$23,192.51
TOTAL PROGRAM COST INCLUDING ALL SERVICES:	\$354,637.39

This summary is intended for reference only. For specific terms, conditions, limitations and exclusions, please refer to the POOL Coverage Form edition July 1, 2019.

Programs and Services available to POOL/PACT Members: RISK MANAGEMENT

Training

POOL/PACT provides extensive E-Learning and other training. Here are some samples, but check out www.poolpact.com for more: Safe Driving Techniques • Blood Borne Pathogens • Ethics • Nevada Open Meeting Law • POOL/PACT 101 • Positive Governance

Risk Management On-Site Programs

Risk Control Program Analysis • Infrared Thermography (IRT) • Safety Policies and Procedures Review • Site Surveys • OSHA Compliance Assistance • Safety and Loss Control Committees Review and Development • Traffic Safety Cones • Improved Security Systems • On-site Respirator Fit and Fire Extinguisher Training • Swimming Pool Safety Training and Inspections • School and Bus Safety Training. • Accident Investigation Claims Analysis • Hazard Communication Program Review and Development

Law Enforcement and Fire Protection

On-line Law Enforcement training, policies, and best practices from the Legal Liability Risk Management Institute • Fire and EMS training, policies, and best practices from TargetSolutions.

Risk Management Grant Program

Grant applications online for innovative and effective grants to mitigate or eliminate risk to employees and citizens • Five, \$2,000 risk management grants are available to each member each year.

24-7-365 Workers Comp Nurse Triage Program

PACT members are eligible to use our innovative and streamed lined WC information and reporting system for non-life threatening on-the-job injuries.

Cyber-Security Assessments

Passive Network Assessments, training, and best practices.

MSDSonline

OSHA and state compliance with safety data sheet management and updates are available online.

For additional information contact Marshall Smith, POOL/PACT Risk Manager, (775) 885-7475

email: marshallsmith@poolpact.com website: www.poolpact.com

Programs and Services available to POOL/PACT Members: **HUMAN RESOURCES**

A variety of services are offered through POOL/PACT HR. We work with each member individually to address their specific HR-related needs and to reduce liability. Basic services include:

- Consultation with members to manage and resolve critical employment-related issues to include identifying options, providing step-by-step guidance, monitoring progress, and answering questions.
- Instructor-led training courses and workshops such as: Essential Management Skills; Anti-Bullying and Harassment; Dealing withirate Customers, Effective Communication Skills
- On-line training courses
- On-site assessment of member's HR practices with recommendations.
- Communication issued as "Alerts" to notify members when a significant HR-related law or practice has changed.
- On-site HR Briefings tailored to specific needs/requests of members.
- Sample personnel policies which may be adopted for use by members.
- Over 200 sample job descriptions and numerous HR forms that can be tailored for use by members.
- Legislative Updates after each Legislative Session and changes to sample HR policies
- Quarterly webinars in partnership with Resources for Living, employee assistance program (EAP).
- HR Scholarships to assist member HR representatives in attaining nationally recognized HR certifications.
- Annual HR Seminar providing HR representatives and CEOs valuable information on communication, leadership, and legal updates.

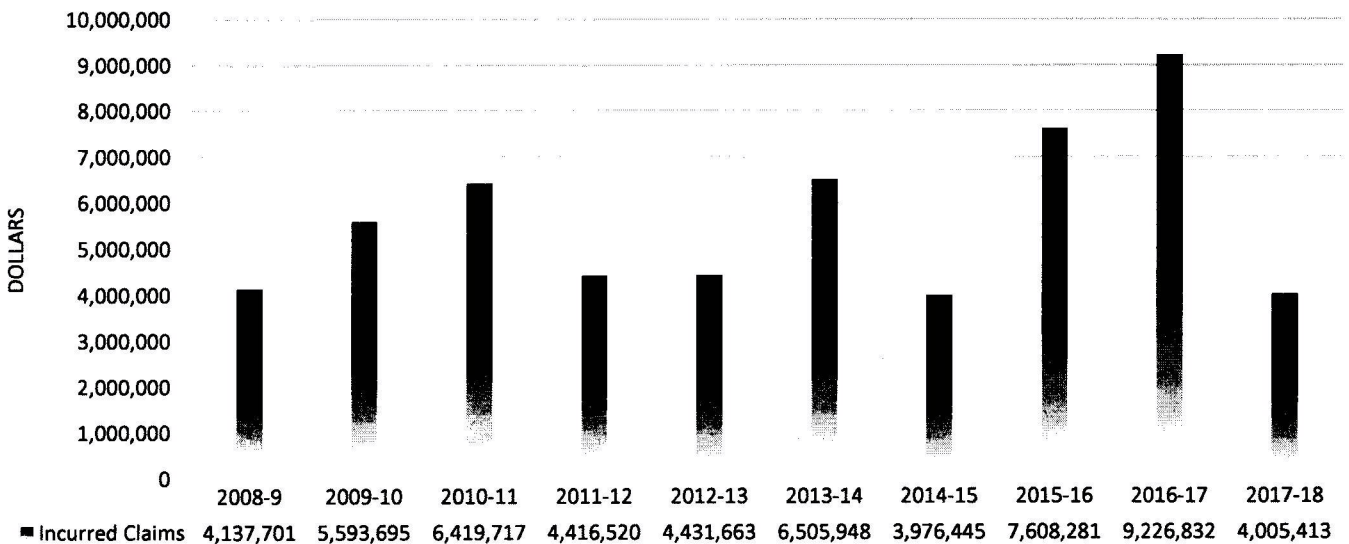
For additional information contact Stacy Norbeck, POOL/PACT Human Resources Manager, (775) 885-7475 email: stacynorbeck@poolpact.com website: www.poolpact.com

10 YEARS OF POOL CLAIMS EXPERIENCE

FREQUENCY TOTAL BY YEAR



SEVERITY TOTAL BY YEAR



NPAIP Membership

Counties:

Churchill County
Douglas County
Elko County
Esmeralda County
Eureka County
Humboldt County
Lander County
Lincoln County
Lyon County
Mineral County
Nye County
Pershing County
Storey County
White Pine County

Towns:

Town of Gardnerville
Town of Genoa
Town of Minden
Town of Pahrump
Town of Round Mountain
Town of Tonopah

School Districts:

Carson City School District
Churchill County School District
Douglas County School District
Elko County School District
Esmeralda County School District
Eureka County School District
Humboldt County School District
Lander County School District
Lincoln County School District
Lyon County School District
Mineral County School District
Nye County School District
Pershing County School District
Storey County School District

Cities:

Boulder City
City of Caliente
City of Carlin
City of Elko
City of Ely
City of Fernley
City of Lovelock
City of Wells
City of West Wendover
City of Winnemucca
City of Yerington

Fire Districts:

Mt. Charleston Fire Protection District
North Lake Tahoe Fire Protection District
North Lyon County Fire Protection District
Pahranagat Valley Fire District
Tahoe Douglas Fire Protection District
Washoe County Fire Suppression
White Pine Fire District

Others:

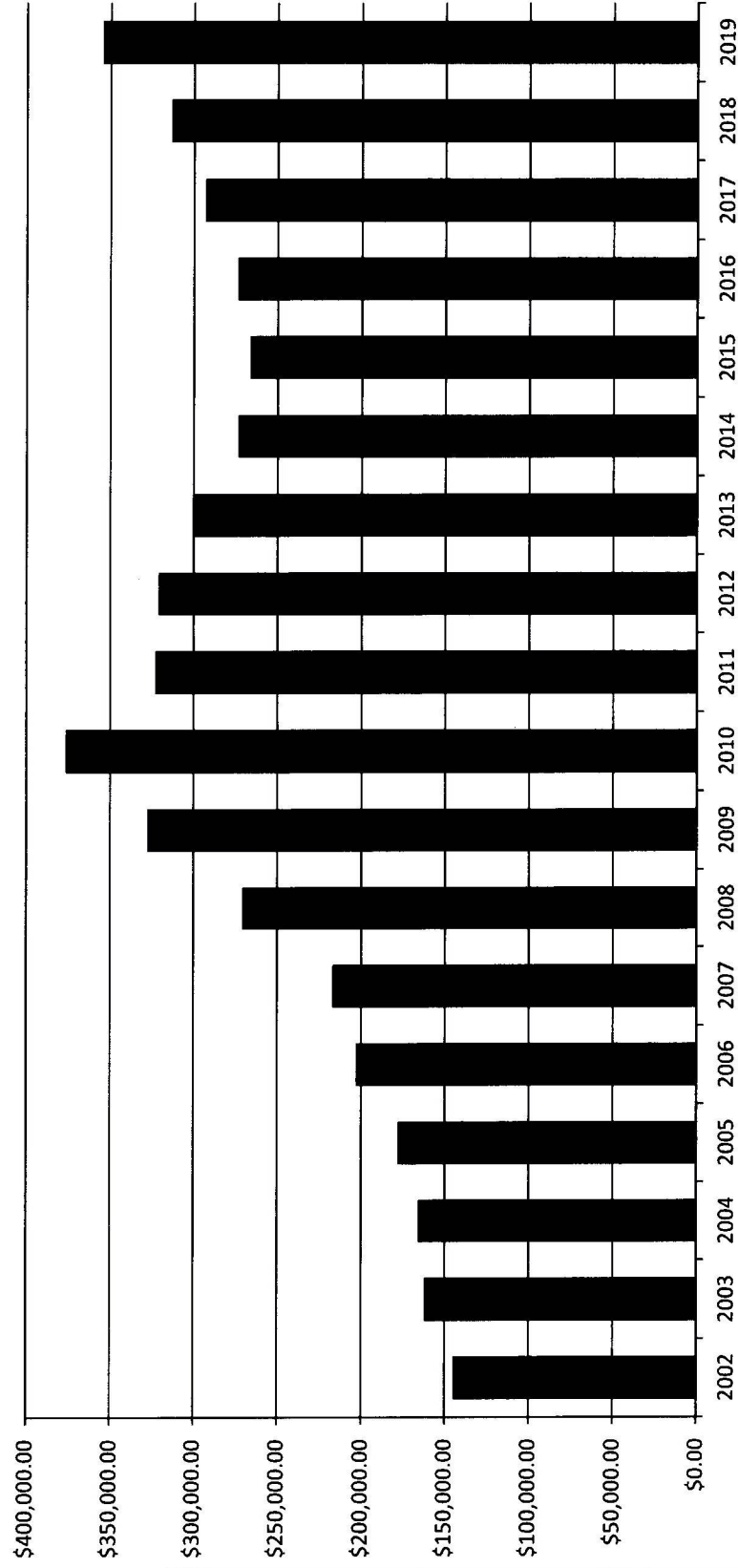
Central Nevada Historical Society
Central Nevada Regional Water Authority
County Fiscal Officers Association of Nevada
Douglas County Redevelopment Agency
Elko Central Dispatch
Elko Convention & Visitors Authority
Humboldt River Basin Water Authority
Mineral County Housing Authority
Nevada Association of Counties
Nevada Commission for the Reconstruction of the V & T Railway
Nevada League of Cities
Nevada Risk Pooling, Inc.
Nevada Rural Housing Authority
Regional Transportation Commission of Washoe County
Truckee Meadows Regional Planning Agency
U.S. Board of Water Commissioners
Virginia City Tourism Convention
Western Nevada Regional Youth Center
White Pine County Tourism

Special Districts:

Alamo Water & Sewer District
Amargosa Library District
Beatty Library District
Beatty Water & Sanitation District
Canyon General Improvement District
Carson-Truckee Water Conservancy District
Carson Water Subconservancy District
Churchill County Mosquito, Vector and Weed Control District
Coyote Springs General Improvement District
Douglas County Mosquito District
Douglas County Sewer
East Fork Swimming Pool District
Elko County Agricultural Association
Elko TV District
Fernley Swimming Pool District
Gardnerville Ranchos General Improvement District
Gerlach General Improvement District
Humboldt General Hospital
Incline Village General Improvement District
Indian Hills General Improvement District
Kingsbury General Improvement District
Lakeridge General Improvement District
Lincoln County Water District
Logan Creek Estates General Improvement District
Lovelock Meadows Water District
Marla Bay General Improvement District
Mason Valley Swimming Pool District
Minden Gardnerville Sanitation District
Moapa Valley Water District
Nevada Association of Conservation Districts
Nevada Tahoe Conservation District
Northern Nye County Hospital District
Pahrump Library District
Palomino Valley General Improvement District
Pershing County Water Conservation District
Sierra Estates General Improvement District
Silver Springs General Improvement District
Silver Springs Stagecoach Hospital
Skyland General Improvement District
Smoky Valley Library District
Southern Nevada Area Communication Council
Southern Nevada Health District
Stagecoach General Improvement District
Sun Valley General Improvement District
Tahoe Douglas District
Topaz Ranch General Improvement District
Tahoe Reno Industrial General Improvement District
Tonopah Library District
Walker Basin Conservancy
Walker River Irrigation District
Washoe County Water Conservation District
West Wendover Recreation District
Western Nevada Development District
White Pine Television District #1
Zephyr Cove General Improvement District

STOREY COUNTY

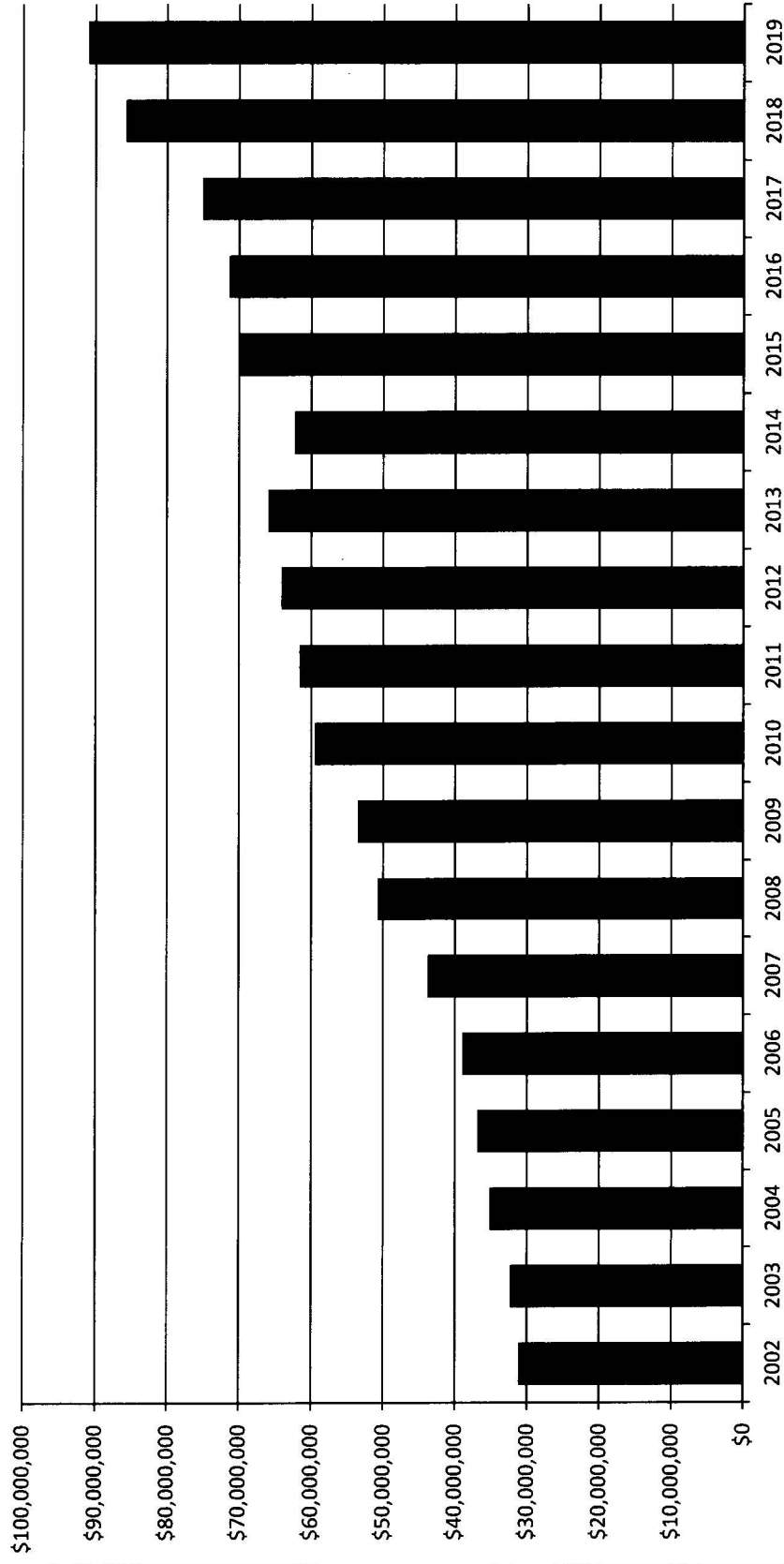
2019 NPAIP Total Program Cost



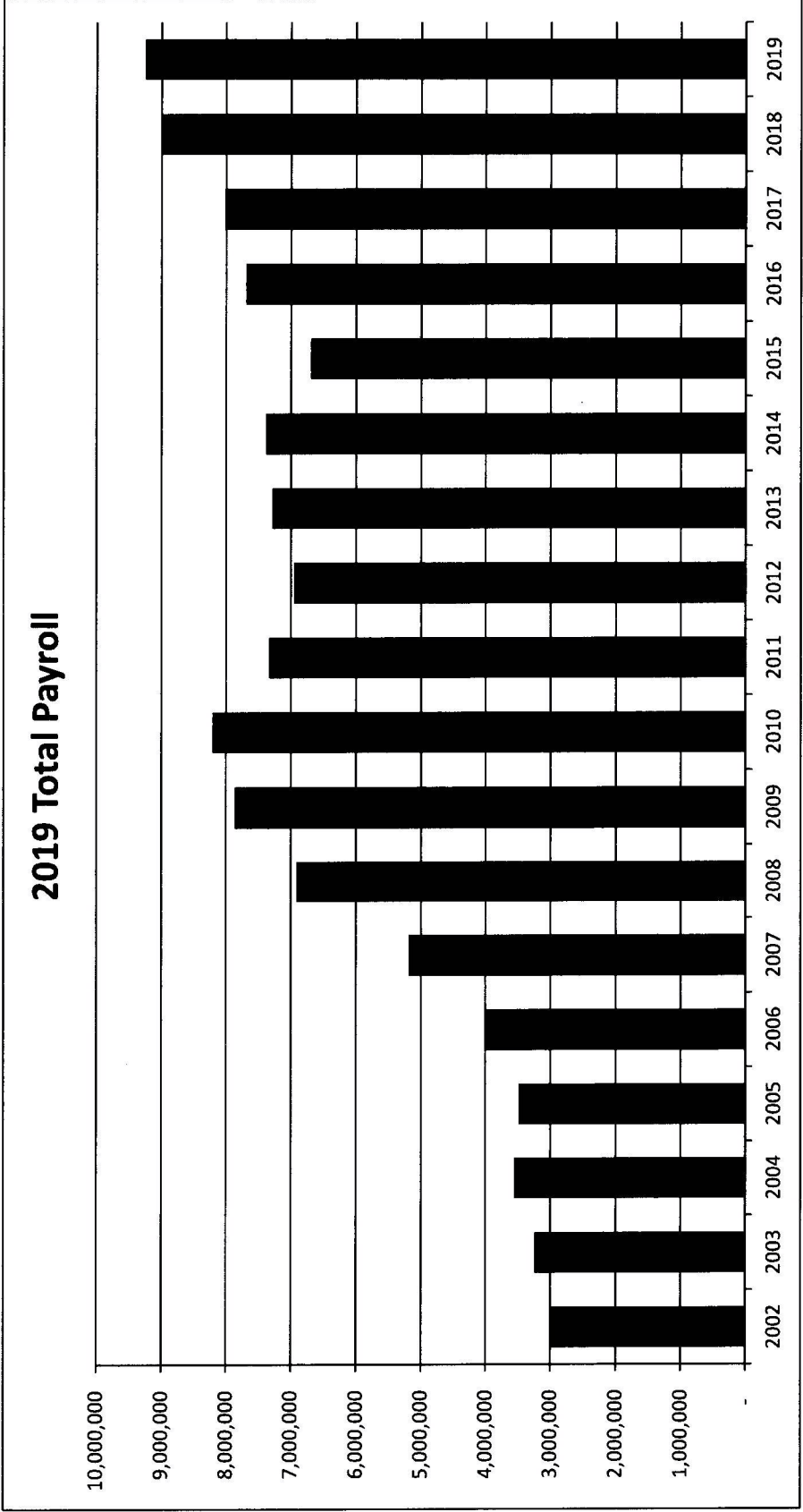
A_{and}H Insurance

STOREY COUNTY

2019 Total Insured Values

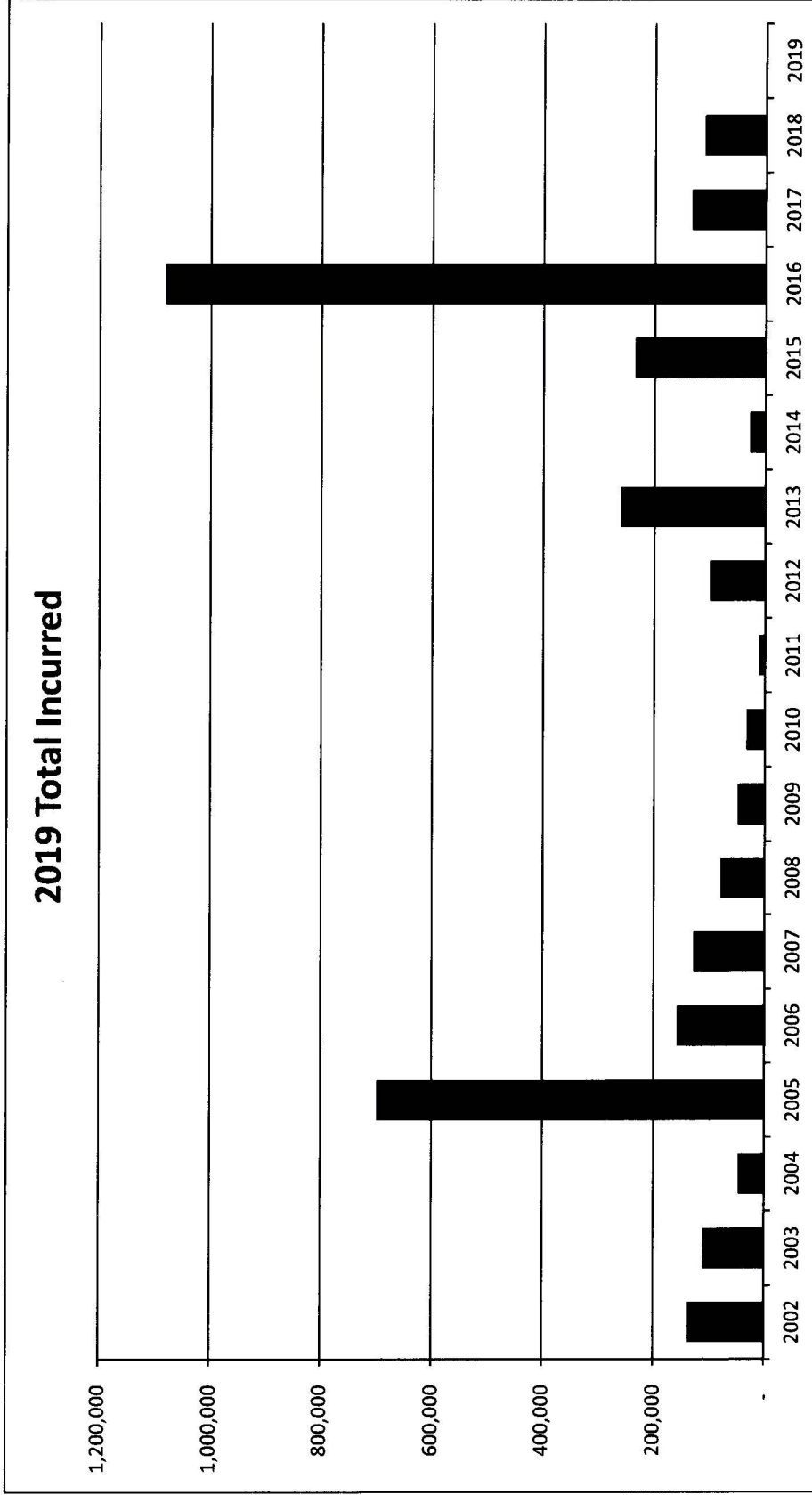


STOREY COUNTY



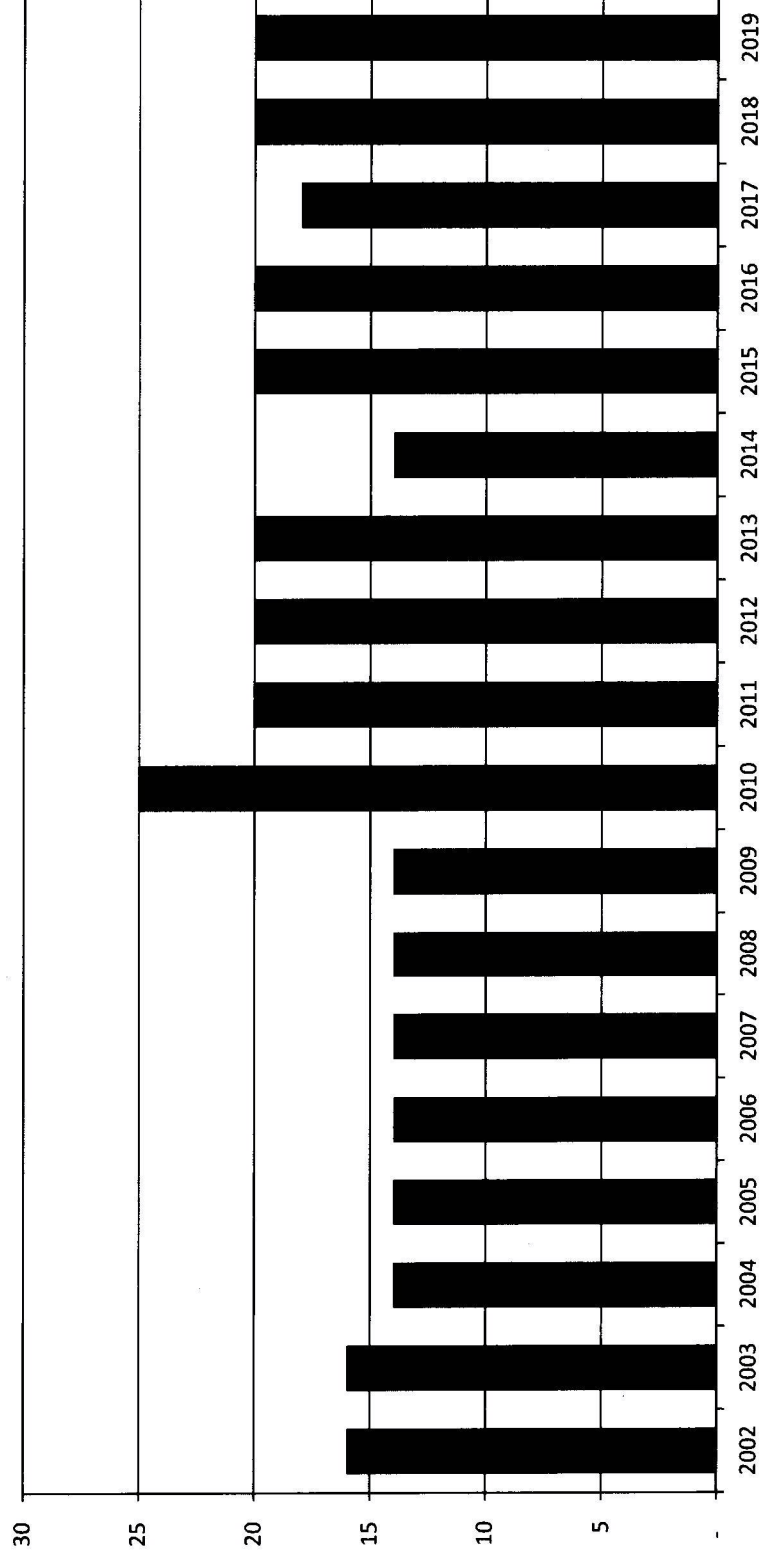
STOREY COUNTY

2019 Total Incurred



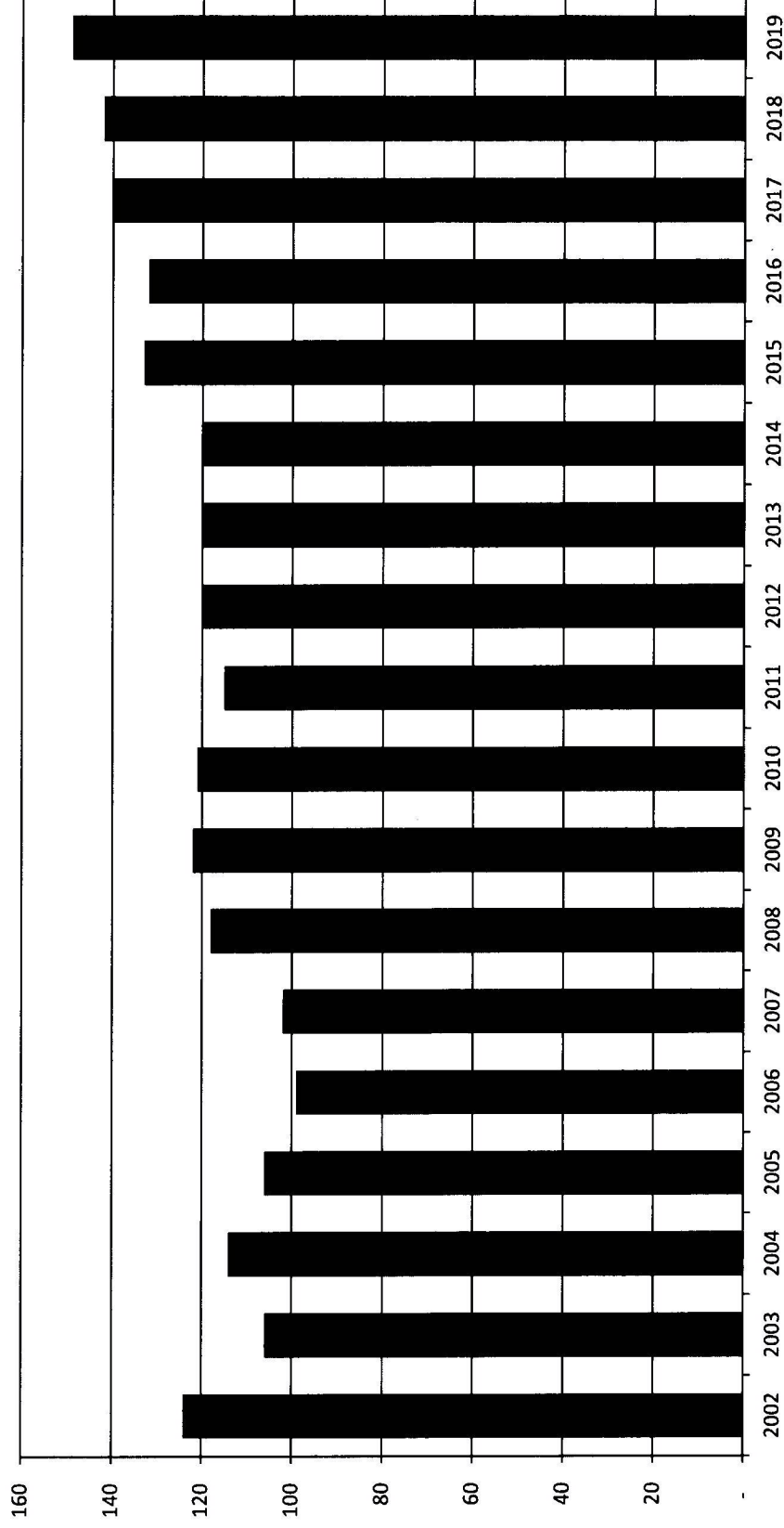
STOREY COUNTY

2019 Officer Count



STOREY COUNTY

2019 Auto Count





Storey County Board of County Commissioners Agenda Action Report

Meeting date: June 4, 2019

Estimate of time required: 15 Minutes

Agenda: Consent [] Regular agenda [X] Public hearing required []

1. **Title:** DISCUSSION/POSSIBLE ACTION: Authorize the County Manager and the District Attorney's Office to seek outside special counsel in regards to due diligence being conducted on the proposal to change the governance structure of the Tahoe-Reno Industrial Center General Improvement District.

2. **Recommended motion:** I [Commissioner] move to approve and authorize the County Manager and the District Attorney's Office to seek outside special counsel in regards to due diligence being conducted on the proposal to change the governance structure of the Tahoe-Reno Industrial Center General Improvement District.

3. **Prepared by:** Pat Whitten – County Manager

Department: Commissioner's Office

Telephone: 847-0968

4. **Staff summary:** See Page 2

5. **Supporting materials:** None

6. **Fiscal impact:**

Funds Available: Yes Fund: General Admin Professional Services ___ Comptroller

7. **Legal review required:** Yes ___ District Attorney

8. **Reviewed by:**

___ Department Head

Department Name:

 County Manager

Other agency review: _____

9. **Board action:**

[] Approved
[] Denied

[] Approved with Modifications
[] Continued

4. **Staff summary:** In the course of conducting due diligence necessary to determine a recommendation to the Board of County Commissioners as to whether or not the current Board of County Commissioners might agree to also sit as the Tahoe-Reno Industrial Center General Improvement District's (TRIGID) Board of Trustees, we have and are taking the following steps:

- Engaged a seasoned water/sewer system operator to review and report on the operational status of TRIGID. That report is currently in draft form and is being reviewed to assess both strengths and weaknesses of the GID.
- Engaged a CPA who regularly audits General Improvement Districts to assess the financial condition of TRIGID. While this process has just gotten underway, during an initial meeting, the auditor raised questions as to if the change in governance were to occur, the GID would most likely be treated as a "component unit" of our annual audit based on similarities of governance and the likelihood of the County providing certain services, on a fee basis, including possibly fiscal, human resources and legal support.
- Confirmed with our own auditor that the change would cause TRIGID to be considered as a "component unit" for auditing purposes.

While both CPA/Auditors can provide advice from a fiscal/accounting/auditing perspective, they cannot provide legal advice as to what being a "component unit" means beyond being included in our annual audit. Staff feels this is a critical area to determine. If it simply means TRIGID will be included as a part of our audit, that may be acceptable, but if it in any way obligates Storey County from a financial perspective or places any liability on us, this causes significant concern. Staff is requesting to contract for legal services with an attorney knowledgeable of the law with a fiscal focus. If approved, our intent would be to contact Kendra Follet with Sherman & Howard. Kendra serves as our Bond Counsel. If Kendra feels she is not qualified to render an opinion, we are hopeful that within the vast resources of Sherman & Howard, there will be someone she can refer us to. Staff does not yet have an estimated cost for services but this should not be a complex matter requiring lengthy research. We will monitor billings closely and should they escalate beyond a reasonable amount, we will request reimbursement from TRIGID as we have with the 2 experts we have referenced above.



Storey County Board of County Commissioners

Agenda Action Report

Meeting date: June 4, 2019

Estimate of time required: 15 Minutes

Agenda: Consent [] Regular agenda [X] Public hearing required []

1. **Title:** To appoint Tyler Jourdonnais to confirm his May 31, 2018 appraisal of real property and improvements located at 800 S. C Street in Virginia City, NV. That appraisal valued the property at \$1,355,000 as contrasted to the appraisal submitted by Tony Wren which valued the property at \$1,300,000. If Mr. Jourdonnais confirms the higher value, staff intends recommend averaging the 2 appraisals to establish our offering price. The cost of Mr. Jourdonnais' additional service is not currently known. If the County purchases the property, it will be for the purpose of utilizing a portion of the property as the site of a Justice Court, Justice Court offices, IT office and 911 Communication/Dispatch center.

2. **Recommended motion:** I, [County Commissioner] move to appoint Tyler Jourdonnais to confirm his appraisal dated May 31, 2018 of real property and improvements located at 800 S. C Street in Virginia City, NV in the amount of \$1,355,000.

3. **Prepared by:** Pat Whitten

Department: Commissioners

Telephone: 847-0968

4. **Staff summary:** Please see page 2

5. **Supporting materials:**

Summary appraisal dated May 31, 2018. Full copy on file with County Clerk
Summery appraisal dated May 8, 2019. Full copy on file with County Clerk

6. **Fiscal impact:** Yes.

Funds Available: Yes Fund: Admin Professional Services _____ Comptroller

7. **Legal review required:** Yes
_____ KL _____ District Attorney

8. **Reviewed by:**

_____ Department Head

Department Name:

Quel
_____ County Manager

Other agency review: _____

9. **Board action:**

[] Approved
[] Denied

[] Approved with Modifications
[] Continued

Agenda Item No. 11

4. **Staff summary:** In the process of determining a value to be submitted to potential sellers of the Divide building, the Commission previously appointed Tony Wren to conduct an appraisal of the property. Mr. Wren valued the property at \$1,300,000 as of May 8, 2019. The Fains had previously had an appraisal performed by Tyler Jourdonnais as of May 31, 2018. Mr. Jourdonnais valued the property at \$1,355,000. In the recent history of the County buying or considering to buy properties from our taxpayers, we have considered multiple approaches when establishing an offering price, one of these being to average the two differing amounts. This provides the appearance of a fair and reasonable offer to both the seller and the buyer. Conditioned upon Commission approval and Mr. Jourdonnais confirmation of value at \$1,355,000 as of May 31, 2018, it is staff's intent to seek approval to purchase utilizing the averaging method. The cost of Mr. Jourdonnais service is not known at this time but should be minimal since we are only asking him to confirm his valuation and not to reappraise the property. Authority to release and utilize Mr. Jourdonnais' appraisal has been obtained from both Plumas Bank, who commissioned that appraisal, and the Fains.

APPRAISAL REPORT

Prepared For

MS. NICOLE MCQUARRIE
PLUMAS BANK
32 CENTRAL AVENUE
QUINCY, CA 95971

Appraisal Of

THE RETAIL/WAREHOUSE BUILDING
LOCATED AT 915 SOUTH C STREET
VIRGINIA CITY, STOREY COUNTY, NEVADA
CLIENT: NICK & JESSICA FAIN

Prepared By

EVALUATIONS SERVICES
2180 HUMBOLDT STREET
RENO, NEVADA 89509
FILE #2018-131

Date of "As Is" Valuation

MAY 31, 2018



June 5, 2018

Ms. Nicole McQuarrie
Plumas Bank
32 Central Avenue
Quincy, CA 95971

Re: The retail/warehouse building located in Virginia City, Nevada

Ms. McQuarrie:

At your request and for the purpose of this Appraisal Report, the undersigned has made relevant investigations and inspected the site and existing improvements of the above referenced property. The subject is located in Historic Virginia City, Nevada. Virginia City is the largest federally designated historical district in America (National Registry of Historic Sites). The subject is an owner occupied metal warehouse hosting both a fitness center (Divide Fitness) and a manufacturing business (MXtrophies.com).

The building was erected in 2016 over two parcels. The two parcels are Storey County APN 001-042-09 of 9,060 sf and APN 001-042-10 of 34,300 sf for a total of 43,360 sf or roughly 1.0 net acre. Both parcels were acquired November 24, 2014 for \$85,000. In 2016 the parcels were improved with a 10,840 sf structure. Presently, the owners are performing a lot boundary adjustment whereby the current structure is supported by a new parcel (parcel 001-042-09 aka Parcel 2A of 24,214 sf) and the remaining parcel (001-042-10 aka parcel 1A of 19,120 sf) is to be developed for eight apartment units. A total of 26 sf from the original total land area of 43,360 sf is lost to this boundary adjustment. The boundary adjustment has been approved and mapped by Storey County with final recording at the time of borrower loan approval.

The subject of this appraisal is APN 001-042-009 aka Parcel 2A; as designated by pending recording documents for the proposed parcel boundary adjustment. This new parcel will support the subject retail/warehouse structure. It is an extraordinary assumption of this report the lot

boundary adjustment is completed upon loan approval. If not; or the lot boundary adjustment is altered for any reason, the appraised value herein does not hold true and cannot be deemed credible. I reserve the right to alter my final value conclusion should the final recording documents of this boundary adjustment change in any way from what has been presented for use in the appraisal assignment.

The new subject land to building ratio is 2.2 to 1. The finished area to warehouse ratio is 52% (5,590 sf finished areas). Divide Fitness space is 5,590 sf and 100% finished. This business is 3,750 sf on the main level with 1,840 sf of finished upper level mezzanine. MXtrophies.com business is 5,250 sf of warehouse area. Again, the structure was completed in 2016 and both of these spaces are owner occupied.

The attached appraisal has been prepared in conformity with the intent to conform with the appraisal standards required by 12 CFR Part 34 and 225, dated June 7, 1994 of FIRREA (Federal Financial Institutions Reform, Recovery and Enforcement Act), the OCC (Office of the Comptroller of the Currency) 94-55, dated October 28, 1994, and in conformity with the *Uniform Standards of Professional Appraisal Practice* as published by the Appraisal Foundation, the federal financial institutions regulating agencies, and the appraisal standards of the client.

To communicate my opinion of value, I prepared an Appraisal Report as defined by the 2017-2018 Edition of the *Uniform Standards of Professional Appraisal Practice* (USPAP). This is an Appraisal Report, which is intended to comply with the reporting requirements set under Standards Rule 2-2(a) of USPAP – 2017-2018 Edition.

The purpose of this appraisal is to estimate the “as is” market value in the fee simple interest. The intended use of this report is for loan underwriting and-or credit decisions by the client. The intended user is Plumas Bank.

After considering all of the available facts and subject to the underlying assumptions and limiting conditions contained in the attached report, my value opinion is as follows:

Value Scenario	Date of Value	Reconciled Market Value
Market Value "AS IS"	5-31-18	\$1,355,000

The marketing time and exposure time for the subject property is estimated at twelve months or less. This was derived from discussions with local market participants. As discussed herein, market conditions are not expected to dramatically change.

Thank you for giving me the opportunity to be of service in this important assignment. If you have any questions, or if I may be of further assistance, please contact me at any time.

Sincerely,



Tyler M. Jourdonnais
Evaluations Services
License #A.0006573-CG, State of Nevada

The reader is referenced to the following Special Limiting Conditions and Assumptions. The alteration of any item may provide for an adjustment in the value contained herein.

**SPECIAL LIMITING CONDITIONS
AND ASSUMPTIONS:**

The validity of legal, engineering, flood plain maps or accounting records are assumed to be good, and no responsibility is assumed therefore.

Unless otherwise stated, I assume and believe that information furnished to me by others, including all operating statements and rent rolls, is reliable, but I assume no responsibility for its accuracy.

Should this valuation opinion be ascribed in regard to proposed public or private improvements then, in that event, this appraisal is subject to the completion thereof in the manner proposed.

I reserve the right to alter statements, analysis, conclusion or any value opinion in the appraisal if there becomes known to me facts pertinent to the appraisal process, which were unknown to me when the report was finished. The appraisal report and any value opinions are subject to change if physical, legal or economic characteristics are different than described in this report.

The title to the property being appraised is assumed to be marketable and competent management and/or ownership is assumed.

Unless otherwise noted, I assume the subject property is not negatively impacted by any hazardous construction materials or other detrimental environmental conditions. I assume that no

such materials adversely affect the utility, usability, or marketability of the property. The value opinion(s) have been predicated on the assumption that there is no such material on or in the property that would cause a loss in value or utility. No responsibility will be assumed for any such conditions, or for any expertise or engineering knowledge required to discover them.

The building improvements (if any) are assumed to have been constructed as generally described in the appraisal report. I have based our opinion on the overall condition of the project on a limited inspection of the property and on any referenced engineering reports. The appraisal assumes that the portions of the property that were not inspected reflect a similar overall condition as described for the overall property in the attached appraisal report. All mechanical components are assumed to be in operable condition and status standard for properties of the subject type. The condition of heating, cooling, ventilating, electrical and plumbing equipment is considered to be commensurate with the condition of the balance of the improvements unless otherwise stated.

I have utilized our best efforts to accurately determine and/or report all land, unit and building areas in this report and assume that all are accurate.

This appraisal assumes no structural or soil conditions exist which would affect the subject's value. If such conditions are found to exist in the future, I reserve the right to re-appraise the property for an additional agreed upon fee.

I have inspected as far as possible, by observation, the land and the improvements; however, it was not possible to personally observe conditions beneath the soil, or hidden structural, mechanical, or other components, and this appraiser shall not be responsible for defects in the property related thereto. I assume that there are no conditions that are not apparent relating to the real estate, sub-soil conditions, or structures located on the real estate, which would affect my analyses, opinions, or conclusions with respect to the real estate.

If I have not been supplied with a termite inspection, survey, or occupancy permit, no responsibility or representation is assumed or made for any costs associated with obtaining same or for any deficiencies discovered before or after they are obtained. No representation or warranties are made concerning obtaining the above-mentioned items.

I assume no responsibility for any costs or consequences arising due to the need, or the lack of need, for flood hazard insurance. An agent for The Federal Flood Insurance Program should be contacted to determine the actual need for Flood Hazard Insurance.

The Americans with Disabilities Act of 1990 (ADA) became effective on January 26, 1992. I have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect on the value of the property. Since I have no direct evidence relating to this issue, I did not consider possible noncompliance with the requirements of ADA in estimating the value of the property.

Maps, drawings, or sketches have been made a part of the report to aid the reader in visualizing the property, neighborhood, and region. I have made no survey of the property and assume no responsibility in connection with such matters.

The distribution of the total valuation between land and any improvements applies only under the program of utilization and conditions stated in this report and is invalidated under other programs of utilization, or conditions, if used in making a summation appraisal.

I am not required, because of this appraisal report, to appear or to testify at a public hearing, committee, or corporate meeting, deposition, or legal proceeding of any kind unless satisfactory arrangements have been made in advance for my appearance.

The possession of this appraisal report does not include the right of its publication without my consent, nor may it be used for any purpose other than its intended use.

This report or any portion thereof is for the exclusive use of the client and any specifically identified intended users for the intended use and purpose set forth and is not intended to be used, given, sold, transferred, or relied on by any other entity without the prior, express written permission of the author. Use of or reliance upon this report by unauthorized parties is specifically prohibited. I assume no responsibility for potential claims arising from unauthorized use of this report, or any portion thereof.

The appraisal report is intended to be used in its entirety; no part may be used without the full or entire report. Neither all nor any part of the contents of this report shall be conveyed to the public through advertising, public relations, news, sales, or other media, without the written consent and approval of the authors, particularly as to the value conclusions, the identity of the appraiser or the firm with which they are connected.

Except for data provided by the client, all data gathered in the appraisal process and the appraisal report itself remain my property. Unless otherwise stated, the present purchasing power of the dollar is the basis for the values ascribed.

The client authorizes disclosure of all or any portion of this appraisal report and the related appraisal data to appropriate representatives of the Appraisal Institute if such disclosure is required, to enable me to comply with the bylaws and regulations of said Institute hereafter in effect.

The appraiser is not a building or environmental inspector. The appraiser provides an opinion of value. The appraisal does not guarantee that the property is free of defects or environmental problems. The appraiser performs an inspection of visible and accessible areas only. Mold may be present in the property in areas that are or are not visible to the appraiser. The appraiser is not qualified to determine the cause of any mold, the type of mold or whether the mold might pose any risk to the property or its inhabitants. Inspection by a qualified professional is recommended.

The appraiser is not responsible for a diminution of value, which would not have occurred in whole or in part had there not been actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutant at any time.

If an "Insurable Value" or "Insurable Replacement Cost" opinion is provided in the appraisal report, the cost amount indicated is for informational purposes only. The appraiser and the review appraiser do not accept or assume any responsibility or liability relating to the amount of insurance that is needed to replace the subject improvements as a result of a covered loss. The advice of a professional insurance agent or broker regarding this or other insurance oriented matters is strongly recommended to ascertain the amount of insurance coverage that would be appropriate.

Acceptance of, and/or use of, this appraisal report by the client or any authorized users constitutes acceptance of the STANDARD ASSUMPTIONS AND LIMITATIONS OF THIS APPRAISAL, as well as any EXTRAORDINARY ASSUMPTIONS FOR THIS APPRAISAL or any HYPOTHETICAL CONDITIONS ASSUMED FOR THIS APPRAISAL.

In this appraisal, the term "inspection" relates to an appraisal inspection, which does not constitute a building inspection. An appraiser is neither trained nor capable of conducting a thorough inspection of structural and mechanical aspects of a property. An appraiser will visually inspect accessible areas of the improvements for any obvious defects and will note finishes and building layout. I did not inspect the building structure, roof, or mechanical systems and have assumed that these are in working condition and structurally sound. The appraiser

makes no guarantee about the structural integrity of the property and assume no adverse conditions are present. If the client requires a more detailed inspection, I recommend consulting with a qualified building inspector or engineer.

Other Extraordinary Assumptions and/or Limiting Conditions

The subject of this appraisal is APN 001-042-009 aka Parcel 2A; as designated by pending recording documents for the proposed parcel boundary adjustment. This new parcel will support the subject retail/warehouse structure. It is an extraordinary assumption of this report the lot boundary adjustment is completed upon loan approval. If not; or the lot boundary adjustment is altered for any reason, the appraised value herein does not hold true and cannot be deemed credible. I reserve the right to alter my final value conclusion should the final recording documents of this boundary adjustment change in any way from what has been presented for use in the appraisal assignment.

QUALIFICATIONS OF APPRAISER

**TYLER M. JOURDONNAIS
EVALUATIONS SERVICES**

50 N. SIERRA STREET #704
RENO, NEVADA 89501
PH. 702-370-9516
E-Mail: tylerinreno@yahoo.com

Current Business Activities:	Owner, Evaluations Services Certified General Appraiser, State of Nevada, License #A.0006573-CG
Past Experience:	Appraised commercial real estate since 1988 in Arizona, Nevada, North Dakota, Montana and Baja Mexico area. Employed with Greg Lee, MAI & Associates, in Tucson, Arizona from August 1988 to August 1992. Employed with Bank of America National Appraisal Group for production and reviews, in Las Vegas August 1992 through April 1994. Owned independent appraisal firm in Las Vegas April 1994 thru October 1997. From October 1997 to 2006 owned Real Estate Valuations while licensed in Nevada and Montana. In January 2006 began Evaluations Services with offices in Reno and Las Vegas, Nevada.
General Education	B.S., University of Arizona, 1988 Major in Real Estate
Professional Education:	Currently maintain active Certified General Appraisal License in Nevada.
Past/Present Client List:	Plumas Bank, Umpqua Bank, FDIC, Allstate Appraisal as agent for FDIC, First Security Bank of NV, US Bank, Wells Fargo Bank, Western Alliance Bank, Bank of the West, National Bank of Arizona, Bank of America, Heritage Bank, Meadows Bank, City National Bank, Credit Lyonnais Bank, First National Bank, Integra Bank, First State Bank, various county governments and more ..
Valuation Experience:	Office, retail, industrial, subdivisions, vacant land, special purpose, hotel/motels/resorts, gaming resort properties and bulk appraisal assignments.

APPRAISER CERTIFICATE

STATE OF NEVADA DEPARTMENT OF BUSINESS AND INDUSTRY

NOT TRANSFERABLE

REAL ESTATE DIVISION

NOT TRANSFERABLE

This is to Certify That: TYLER M JOURDONNAIS

Certificate Number: A-0006573-CG

Is duly authorized to act as a CERTIFIED GENERAL APPRAISER from the issue date to the expiration date at the business address stated here in, unless the certificate is sooner revoked, cancelled, withdrawn, or invalidated.

Issue Date: January 25, 2018

Expire Date: March 31, 2020

In witness whereof THE DEPARTMENT OF BUSINESS AND INDUSTRY, REAL ESTATE DIVISION, by virtue of the authority vested in Chapter 645C of the Nevada Revised Statutes, has caused this Certificate to be issued with its Seal printed thereon. This certificate must be conspicuously displayed in place of business.

FOR: EVALUATIONS SERVICES
50 N SIERRA ST #704
RENO, NV 89501

REAL ESTATE DIVISION

SHARATH CHANDRA
Admission Examiner



An Appraisal of
800 South "C" Street
Virginia City, Nevada 89440



Prepared for
Pat Whitten
County Manager
26 South "B" Street
P.O. Box 176
Virginia City, NV 89440

SUBMITTED BY
ANTHONY J. WREN, MAI, SRA
CERTIFIED GENERAL APPRAISER #A.0000090-CG
P.O. BOX 20867
RENO, NEVADA 89515

**An Appraisal of
800 South "C" Street
Virginia City, Nevada 89440**

APN 001-042-13

**Owned by
The Divide LLC**

**Prepared for
Pat Whitten
County Manager
26 South "B" Street
P.O. Box 176
Virginia City, NV 89440**

**For the Purpose of
Estimating Market Value
as of
May 8, 2019**

**Date of Inspection
May 8, 2019**

**Date of Report
May 15, 2019**

**SUBMITTED BY
ANTHONY J. WREN, MAI, SRA
CERTIFIED GENERAL APPRAISER #A.0000090-CG
P.O. BOX 20867
RENO, NEVADA 89515**

ANTHONY J. WREN AND ASSOCIATES

P.O. BOX 20867
RENO, NEVADA 89515
(775) 329-4221

TONY WREN, MAI, SRA
CERTIFIED GENERAL APPRAISER

SUSAN WREN
CERTIFIED RESIDENTIAL APPRAISER

May 15, 2019

Pat Whitten, County Manager
26 South "B" Street
P.O. Box 176
Virginia City, NV 89440

RE: APN 001-042-13
800 South "C" St., Virginia City, NV 89440
Owned by The Divide LLC

Dear Mr. Whitten:

I have made an inspection and analysis of the above-referred property which is more specifically described in this report. The purpose of this appraisal is to estimate the value as of the date of inspection which was May 8, 2019. The function of this report is for the potential purchase of the property by Storey County. The appraisal will not be used in connection with any loan application or for any lending purposes. Any other utilization of this report without the prior written consent of the signer of this report is prohibited.

The accompanying appraisal report is being prepared in conformance with this appraiser's understanding of the current appraisal standards and is intended to fully comply with the current Standards of Professional Appraisal Practice as adopted by the Appraisal Standards Board of the Appraisal Foundation, as well as the Supplemental Requirements of the Appraisal Institute.

The appraiser attests that he has the knowledge and experience to complete this assignment and has appraised this type of property before.

I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report, within a three-year period immediately preceding acceptance of this assignment.

The report is intended to conform with Section 2-2(a) of the Uniform Standards of Professional Appraisal Practice and is considered to be an appraisal report.

Real Estate Appraiser & Consultant

After analyzing the current market data, a marketing period to sell the property is considered to be less than 12 months. This is based upon adequate exposure to the open market as well as competitive pricing.

The following report provides a summary physical description of the subject and a summary review of the pertinent data analyzed in forming the estimate of value for the subject property. Based on the examination and study made, I have formed the opinion that as of May 8, 2019, the effective date of valuation, the estimated market value is:

ONE MILLION THREE HUNDRED THOUSAND DOLLARS
(\$1,300,000)

ANNUAL RENT
THIRTY THREE THOUSAND FIVE HUNDRED AND SEVENTY SIX DOLLAR
(\$33,576)

Respectfully Submitted,



Anthony J. Wren, MAI, SRA
Certified General Appraiser #A.0000090-CG

SUMMARY OF IMPORTANT FACTS AND CONCLUSIONS

Address: 800 South "C" Street, Virginia City, Storey County,
Nevada 89440

Location: The subject property is located on the west side of South
C Street northwest of Ophir Grade

Owner of Record: The Divide LLC

Legal Description: See body of report

Assessor's Parcel No.: APN 001-042-13

Zoning: CR (Commercial/Residential)

Highest and Best Use: Commercial

Present Use: Commercial

Gross Building Area: 10,876± square feet

Office Area: First Floor (9,000± sf)
Second Floor (1,876 ± sf)

Divided Gym Area: 5,596± sf

Open Warehouse Space: 5,280± sf

Year Built: 2015

Land Area: .556± acres or 24,214± sf

**Effective Date
of Valuation:** May 8, 2019

Date of Inspection: May 8, 2019

Date of Report: May 15, 2019

Final Value Conclusions:

Cost Approach	N/A
Income Approach	N/A
Direct Sales Comparison Approach	\$1,300,000
Annual Rent Potential of the Gym Space	\$33,576

FINAL ESTIMATE OF VALUE:**\$1,300,000**

As of May 8, 2019

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Storey County Board of Fire Commissioners

Agenda Action Report

Meeting date: June 4, 2019

Estimate of time required: 10 min.

Agenda: Consent ☐ Regular agenda ☒ Public hearing required ☐

1. Title: Discussion and possible action on the first reading of an ordinance amending Storey County Code by adding section 10.20.065 prohibiting parking a motor vehicle in an electric vehicle charging station and adding a provision for a fine for unlawful parking in an electric vehicle charging zone, and providing for other properly related matters.

2. Recommended motion: I move to approve the first reading of Ordinance 19-xxx

3. Prepared by: Robert Morris, outside counsel,

Department: District Attorney's Office

Telephone: 847-0964

4. Staff summary: Due to changing times and evolving technologies, including the use of electric vehicles, a concern has been raised regarding the use and misuse of an electric vehicle charging stations in the Courthouse parking lot. The problem is the use of the three parking spaces with charging stations by regular motor vehicles that are not equipped to use the charging systems. This eliminates the potential use of a charging station by an electric vehicle. This ordinance would prohibit the use of a charging station parking lot by a regular motor vehicle or a fully charged electric vehicle.

5. Supporting materials: The ordinance.

6. Fiscal impact: No fiscal impact on local government.

7. Legal review required: Yes _____ District Attorney

8. Reviewed by:

_____ Department Head

Department Name:

_____ County Manager

Other agency review:

9. Board action:

☐ Approved
☐ Denied

☐ Approved with Modifications
☐ Continued

Agenda Item No. 12

Bill No. 112

Ordinance No. 19- 301

Summary

An ordinance adding electric vehicle charging stations to unlawful parking for motor vehicles except for use charging an electrical vehicle and adding a provision for citation and fines for unlawful parking in an electric vehicle charging zone.

Title

An ordinance amending Storey County Code by adding section 10.20.065 prohibiting parking a motor vehicle in an electric vehicle charging station and adding a provision for a fine for unlawful parking in an electric vehicle charging zone, and providing for other properly related matters.

The Board of County Commissioners of the County of Storey, State of Nevada, does ordain:

SECTION I: Chapter 10.20.065 is added as follows:

10.20.065 Parking in electric vehicle charging zone

A person may park an electric vehicle in an electric vehicle-charging zone open to the public, while actively charging a vehicle equipped for such a charging station. An electric charging station is a designated parking space with a charging station and a sign saying: "No parking except for charging electrical vehicles." After charging is complete, the electric vehicle must be moved out of the electric vehicle-charging zone. A motor vehicle not equipped for electrical charging may not park in an electric vehicle-charging zone.

10.20.090 Violation--Criminal penalty

Any person, firm or corporation convicted of violating the provisions of this chapter is guilty of a misdemeanor except for violations of section 10.20.065, which may be cited and is punishable by a \$25 fine for the first offense. (Ord. No. 13-249, § I, 10-1-2013; Ord. 71A (part), 1994: Ord. 71 § 11, 1979)

Proposed on _____, 2019,

by Commissioner _____.

Passed on _____, 2019.

Vote:

Ayes: Commissioners

Nays: Commissioners

Absent: Commissioners

Marshall McBride, Chair
Storey County Board of County Commissioners

Attest:

Vanessa Stephens
Clerk & Treasurer, Storey County

This ordinance will become effective on _____, 2019.



Storey County Board of County Commissioners

Agenda Action Report

Meeting date: June 4, 2019

Estimate of time required: 10 Minutes

Agenda: Consent [] Regular agenda [X] Public hearing required []

1. **Title: DISCUSSION ONLY (No Action):** Transition update from County Manager Pat Whitten and County Manager Designee Austin Osborne

2. **Recommended motion:** None

3. **Prepared by:** Pat Whitten – County Manager

Department: Commissioner's Office

Telephone: 847-0968

4. **Staff summary:** General discussion on transition of County Manager including pending projects and potential staff organization.

5. **Supporting materials:** None

6. **Fiscal impact:**

Funds Available: None Fund: General Admin ____ Comptroller

7. **Legal review required:** None _____ District Attorney

8. **Reviewed by:**

____ Department Head

Department Name:

____ County Manager

Other agency review: _____

9. **Board action:**

☐ Approved

☐ Approved with Modifications

☐ Denied

☐ Continued

Agenda Item No. 13



Storey County Board of County Commissioners Agenda Action Report

Meeting date: June 4, 2019

Estimate of time required: 5 minutes

Agenda: Consent ☐ Regular agenda ☒ Public hearing required ☐

1. **Title:** DISCUSSION/POSSIBLE ACTION: Approval of Contract Agreement with Ecology and Environment Inc. in the amount of \$28,700 to update the Storey County Hazard Mitigation Plan.

2. **Recommended motion:** I move to approve a Contract Agreement with Ecology and Environment Inc. in the amount of \$28,700 to update the Storey County Hazard Mitigation Plan and provide authorization for the County Manager or his designee to sign all associated documentation.

3. **Prepared by:** Cherie Nevin

Department: Community Services

Telephone: 847-0986

4. **Staff summary:** Every five (5) years, Storey County is required to update our Hazard Mitigation Plan to be in compliance with Federal Emergency Management Agency (FEMA) requirements as well as State of Nevada requirements. The purpose of the Hazard Mitigation Plan is to reduce the loss of life and property due to natural disasters and to enable mitigation measures to be implemented during the immediate recovery from a disaster. Storey County's first Hazard Mitigation Plan was accepted by FEMA in 2008 and has been subsequently updated every five years as required.

The FY2019/20 Emergency Management budget includes funds in the professional services line item to complete this project. In the budgeting process, we received two proposals for updating this plan with Ecology and Environment Inc. being the lowest proposal. Storey County has worked with Ecology and Environment over the years on county plans as well as regional and state plans and we are pleased with the quality of the products produced and the staff assigned to the projects.

With your approval, we will move forward with the planning process as the plan is due to FEMA by January 2020.

5. **Supporting materials:** Proposal
Contract Agreement

6. **Fiscal impact:** YES

Funds Available: YES

Fund: 001-142-53057-000 Comptroller

7. **Legal review required:**

____ District Attorney

8. **Reviewed by:**

CN Department Head
____ County Manager

Department Name: Commissioner's Office
Other agency review: _____

9. **Board action:**

☐ Approved
☐ Denied

☐ Approved with Modifications
☐ Continued

CONTRACT AGREEMENT

CONTRACT AGREEMENT by and between ECOLOGY AND ENVIRONMENT, INC., a New York Corporation, with offices at 368 Pleasant View Drive, Lancaster, New York, 14086 (hereinafter "E & E"), and [Storey County, a political subdivision of the State of Nevada], (hereinafter "Client ") with offices at 26 So. B Street P.O. Box 176, Virginia City, Nevada 89440.

IN CONSIDERATION OF the mutual covenants, promises, conditions, and terms to be kept and performed, the parties hereto agree as follows:

1. **TERM.** This contract will terminate upon completion of the work. In the event of termination of this Agreement, E & E shall be entitled to payment for all satisfactory services and approved costs incurred prior to notice of termination.
2. **INDEPENDENT CONTRACTOR.** It is understood and agreed that E & E shall be an independent contractor and shall be responsible for all material, equipment, and contracted services.
3. **SCOPE OF WORK.** The work to be performed is set forth in E & E's proposal dated [____], which is attached as Exhibit 1.
4. **DELIVERY OF PROJECT INFORMATION.** E & E and all subcontractors, if any, shall promptly deliver to the Client, upon request or upon work completion, all original project information provided or developed pursuant to this Agreement. It is agreed that E & E may retain a copy of the project report for documentation purposes.
5. **PROHIBITION AGAINST SUBCONTRACTING.** Except as specified in the Scope of Work above, E & E shall not subcontract work to be performed under this Agreement in excess of the lesser of \$10,000 or 10% of the estimated contract amount without the written approval of Client.
6. **CONFIDENTIALITY.** To the extent that, in connection with this Agreement, E & E comes into possession of any proprietary or confidential information of the Client, E & E will not disclose such information to any third party without the Client's consent, except (a) as may be required by law, regulation, judicial or administrative process, or in accordance with applicable professional standards, or in connection with litigation pertaining hereto, or (b) to the extent such information (i) shall have otherwise become publicly available (including, without limitation, any information filed with any governmental agency and available to the public) other than as the result of a disclosure by E & E in breach hereof, (ii) is disclosed by the Client to a third party without substantially the same restrictions as set forth herein, (iii) becomes available to E & E on a nonconfidential basis from a source other than the Client which E & E believes is not prohibited from disclosing such information to E & E by obligation to the Client, (iv) is known by E & E prior to its receipt from the Client without any obligation of confidentiality with respect thereto, or (v) is developed by E & E independently of any disclosures made by the Client to E & E of such information.

7. **CONTRACT COMPENSATION.**

Client shall pay E & E for the services specified in Scope of Work the fixed price of \$28,700.

Invoices shall be submitted by E & E on a monthly basis based on a percent of completion. Payment terms are net 30 days. Late payments will be assessed a 1% per month carrying charge.

Without limiting its rights or remedies, E & E shall have the right to halt or terminate its services entirely if payment is not received within (30) days of the invoice date.

8. **INFORMATION, DATA, AND OWNERSHIP.** E & E shall be entitled to assume, without independent verification, the accuracy of all representations, assumptions, information and data that Client and its representatives provide to E & E. All assumptions, representation, information and data to be supplied by Client and its representatives will be complete and accurate to the best of Client's knowledge. E & E may use information and data furnished by others; however, E & E shall not be responsible for, and E & E shall provide no assurance regarding, the accuracy of any such information or data.

Any work performed by E & E, pursuant to this Agreement, shall be considered work made for hire and shall be owned by and for the express benefit of Client.

9. **COLLATERAL EFFORTS.** If the Client or others require E & E, either during or subsequent to the work, to provide information, testimony or undertake other activities as part of legal or regulatory proceedings arising from the work conducted under this contract, then Client will reimburse E & E for its labor and expenses at its standard commercial rates then in effect.
10. **AUDIT.** The Client shall, at its own expense, have the right to examine and audit all of E & E's and/or any subcontractor's billings and all of the backup support data for those billings at the offices of E & E and subcontractors.
11. **COMMUNICATIONS.** All notices and other communication under this Agreement shall be deemed effectively made or given if written and delivered to the parties at the addresses specified below.

- A. With respect to E & E Contract Administration:

Contracts Department
Ecology and Environment, Inc.
368 Pleasant View Drive
Lancaster, New York 14086
Tel: 716-684-8060
Fax: 716-684-0844
Email: contracts@ene.com

- B. With respect E & E Technical:

Name
Ecology and Environment, Inc.
Address
Tel:
Fax:
Email:

C. With respect to Client:

County Manager
Storey County
26 So. B Street
P. O. Box 176
Virginia City, NV 89440
Tel: (775) 847-0968
Fax: (775) 847-0949

12. **INSURANCE.** It is agreed that E & E shall maintain, at a minimum, during the work, the following insurance coverage:

- A. Workmen's Compensation and Employer's Liability insurance coverage in accordance with statutory requirements.
- B. Commercial General Liability insurance covering bodily injury and broad form property damage in an amount of \$3,000,000 per occurrence, \$3,000,000 aggregate.
- C. Comprehensive Automobile Liability insurance extending to owned and non-owned and hired automobiles in an amount of \$1,000,000 combined single limit.
- D. Professional Liability insurance in the amount of \$11,000,000, less deductible of \$250,000.
- E. Excess liability - umbrella form \$15,000,000.

13. **PROFESSIONAL STANDARD OF CARE.** E & E shall provide the Services under this Agreement in conformance with the requirements of the Agreement and shall perform said Services in a manner consistent with the level of care and skill ordinarily exercised by members of E & E's profession practicing contemporaneously under similar conditions in the locality of the Project and in accordance with generally accepted industry standards prevailing at the time the Services are performed. E & E shall be responsible to correct any failure to meet such standard of care at its own cost upon reasonable written notice from Client.

14. **LIABILITY AND LIMITATION ON DAMAGES.** Each party to this agreement shall be responsible for its own negligence and any claim, damage, suit, loss, or expense caused thereby. Client shall indemnify, and hold E & E harmless from and against claims, damages, suits, losses, and expenses, including reasonable attorney fees, to the extent resulting from the negligent acts or omission or statutory violation of Client. Similarly, E & E shall indemnify and hold Client harmless from and against claims, damages, suits, losses and expenses including reasonable attorney fees, to the extent resulting from the negligent acts or omission or statutory violation of E & E.

Client agrees that E & E and its personnel shall not be liable to the Client for any claims, liabilities, or expenses relating to this agreement for an aggregate amount in excess of the fees paid by Client to E & E pursuant to this agreement. The County will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Damages for any County breach shall never exceed the amount of funds appropriated for payment under this Contract, but not

yet paid to Contractor, for the Fiscal Year budget in existence at the time of the breach. These limitations do not apply to the extent it is finally judicially determined that the claims, liabilities or expenses resulted primarily from the bad faith or intentional misconduct of E & E or County. In no event shall either party or its personnel be liable for consequential, special, indirect, incidental, punitive or exemplary loss, damage, or expense relating to this agreement. The provisions of this Paragraph shall apply to the fullest extent of the law, whether in contract, statute, tort (such as negligence), or otherwise. In circumstances where all or any portion of the provisions of this Paragraph are finally judicially determined to be unavailable, E & E's aggregate liability for any claims, liabilities, or expenses relating to this agreement shall not exceed an amount which is proportional to the relative fault that E & E conduct bears to all other conduct giving rise to such claims, liabilities, or expenses.

15. **THIRD PARTIES AND INTERNAL USE.** Except as otherwise agreed, all services hereunder shall be solely for the Client's internal purposes and use, and this agreement does not create privity between E & E and any person or party other than Client ("third party"). This paragraph is intended to ensure that E & E is not in legal privity with any person or entity other than Client.
16. **LAWSUITS.** In the event that this contractual relationship gives rise to legal disputes between the parties and the parties cannot agree on arbitration, both agree to the following:
 - A. The governing law and venue will be that of the State of Nevada and in the First Judicial District Court of the State of Nevada; and
 - B. The loser will pay all court costs and the reasonable legal fees of the winner of an adjudicated dispute.
17. **TERMINATION.** This Agreement may be terminated without penalty by E & E or Client at any time upon at least 10 calendar day's notice. E & E shall be entitled to payment of its fees and reimbursement of expenses incurred through the date of termination including demobilization costs, if any.
18. **Termination for non-appropriation.** The continuation of this Contract beyond the terms of office of the county commissioners approving this contract is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the Board of County Commissioners. The County may terminate this Contract, and Contractor waives any and all claims(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the funding for this Contract or a like item or service is not appropriated or is withdrawn, limited, or impaired.
18. **ENTIRE AGREEMENT.** It is understood that the foregoing represents the entire agreement between the parties and any modification to the Contract Agreement must be agreed upon in writing by the signatories or their authorized representatives.

Notwithstanding, no purchase order, work order, or similar order for services issued under this Agreement can amend or add any additional terms or conditions to this Agreement. Any terms and conditions included in any purchase order, work order, or similar order for services issued under this Agreement that conflict with any term or condition set forth herein shall be null and void. Any

additional terms and conditions in any purchase order, work order, or similar order for services issued under this Agreement, whether or not such terms or conditions are addressed by this Agreement, shall be null and void. The terms and conditions of this Agreement cannot be modified or added, except as expressly stated by a written Amendment; no purchase order, work order, or similar order for services issued under this Agreement shall be considered an Amendment to this Agreement.

IN WITNESS WHEREOF, the parties have made and entered into this Agreement as of the day and year last executed by either party as indicated below:

AGREED TO AND ACCEPTED:

STOREY COUNTY

By: _____
Marshall McBride, Chairman

Date: _____

ECOLOGY AND ENVIRONMENT, INC.

By: _____
(Signature)

Name: _____
(Please Print)

Title: _____

Date: _____

Exhibit 1

E & E Proposal Dated _____



ecology and environment, inc.

Global Environmental Specialists

333 SW Fifth Avenue, Suite 600

Portland, Oregon 97204

Tel: (503) 248-5600, Fax: (503) 248-5577

February 27, 2019

Cherie Nevin
Community Relations Coordinator
Storey County
372 South C Street
Virginia City, Nevada 89440

Submitted via email to cnevin@storeycounty.org

Re: E & E Proposal to Update the Storey County Hazard Mitigation Plan

Dear Ms. Nevin:

Ecology and Environment, Inc., (E & E) has supported Storey County on a range of projects over the years, and hopes to continue that support through development of an updated Hazard Mitigation Plan (HMP). Our scope of work embraces the County's unique needs while supporting compliance with the requirements of the State of Nevada and the Federal Emergency Management Agency (FEMA). By identifying steps to reduce risks associated with local hazards, our approach to emergency planning project facilitation will help ensure the County meets its objectives within an aggressive timeframe. Our team members have the professional credentials to explore and qualify hazards and potential impacts, and are backed by real, relevant experience. Below are a few key benefits the County receives by choosing to work with the E & E team:

- **Long-Term Risk Reduction.** We don't just create plans, we create programs. We believe it is critical that the hazard mitigation planning process generates more than just a FEMA-approved plan. We support communities to develop a program; build ownership of the plan; and implement the strategy identified within it.
- **Gain Confidence with Proven Approaches.** We're developing FEMA-approved mitigation plans across the country. E & E supports communities large and small, recently completing the latest updates to the City of Seattle's All-Hazards Mitigation Plan, Cow Creek Band of Umpqua Tribe of Indians, and Chautauqua and Columbia County, New York, Multi-Jurisdictional Hazard Mitigation Plans.
- **Comprehensive Engagement Strategies.** Our team works with a broad range of stakeholders across the country and develops engagement approaches specifically for the communities we're working with. You can expect a high degree of flexibility from our skilled facilitation team.
- **Relevant, Locally Informed Solutions via Emergency Planners.** Helping communities prepare for, respond to, and recovery from disasters isn't a part-time job for us. Our team features individuals with experience in Storey County and throughout Nevada, who are constantly on the cutting edge of emergency planning across the country.

Scope of Work

The following scope of work is designed to provide the County with a comprehensive and cost-effective update for the HMP. With the understanding that the County is resource limited for this project, this update proposal is based on an assumption of a short planning timeline and targeted updates. We welcome the opportunity to refine this approach once you have had the opportunity to review. Unless otherwise noted, all deliverables will be provided electronically.

Task 1: Organize Resources

E & E will assist in development, facilitation, and documentation of Hazard Mitigation Committee (HMC) meetings. It is recommended that the HMC is composed of various County departments and regional agencies. It is E & E's understanding that Storey County will lead recruitment and identification of potential HMC members. We propose the HMC meet three times over the course of the project (see Table 1). Additional meetings may occur on an ad hoc basis.

Table 1: Hazard Mitigation Committee Meetings — HMC Meeting Schedule

Meeting	Timeline	Objectives
Meeting #1: Project Kickoff Workshop/Risk Assessment Workshop	June 2019	Project kickoff, including review of the planning process, initial discussion of hazards, and information gathering. Review of updated risk assessment (held concurrently with Public Meeting #1).
Meeting #2: Mitigation Strategy Workshop	September 2019	Develop and prioritize mitigation strategies for inclusion in updated HMP.
Meeting #3: Draft Plan Workshop	November 2019	Draft plan review and final data collection (held concurrently with Public Meeting #2).
Meeting #4: Final Presentation (Webinar)	January 2020	Showcase the final plan to elected officials and outside stakeholders prior to submittal to NDEM and FEMA.

Activities to support the HMC will include:

- Coordination with the County's project lead in meeting scheduling and developing meeting objectives;
- Facilitation of up to 15 thirty-minute interviews with HMC members and other key stakeholders;
- Development of meeting materials including agendas, PowerPoint presentation, and handouts as required;
- Appropriate technical staff to assist in meeting facilitation and update the HMC on project status and needs; and
- Documentation of all HMC activities (e.g., public notices, sign-in sheets, and presentation materials) for inclusion in the updated HMP.

Task 2: Risk and Vulnerability Assessment Update

The impacts of hazards present within the County's lands change over time: the priority level to address these hazards will also change. Previous mitigation actions may have lessened the effects and reduced the risks associated with certain hazards, while recent development may have presented new ones. E & E will review the County's existing hazard profiles and conduct the following activities:

- Update the profiles to include current data on hazard impact and probability;
- Update hazard maps, as appropriate, for identified hazards;
- Include best practices and most updated information; and
- Documentation of past occurrences to document likely impacts in the current community.

The updated hazard profiles will be presented at HMC Meeting #2, and will be incorporated into the HMP for review by project stakeholders.

Drawing on the work completed in the 2015 Plan, E & E will update the vulnerability assessment, including an updated description of the County's vulnerability to the identified hazards. This will include a description of vulnerability in terms of an estimate of the potential dollar losses to vulnerable structures and a description of the methodology used to prepare the estimate.

Supported by the text-based Risk Assessment, our proposed GIS analyses include but are not limited to the following:

- Reference maps illustrating **all hazard and risk zones** affecting the County (i.e., floodplains, landslide inventories, ground shaking/liquefaction);
- Historic **incidence maps** to include known previous events;
- Mapping to illustrate low risk. We often focus on mapping dangerous areas, but to develop an effective mitigation strategy, we must also **determine the lowest risk areas** to determine the effectiveness of past actions; and
- Mapping of previous **mitigation locations** (detailing before and after imagery when available).

Task 3: Capability Assessment and Mitigation Strategy Update

Activity 3.1: Update Capability Assessment

Understanding capabilities and limitations will help the County and its partners identify a baseline from which action plans will begin. E & E will work with the HMC to identify the key policies, plans, programs, and personnel that reduce vulnerability within the County's organization. This Capability Assessment will be incorporated into the HMP and will help to determine a mitigation strategy moving forward.

A succinct and easy-to-complete questionnaire will be distributed to key departments with the expectation that identified staff will complete it within an established timeframe. E & E will provide a walkthrough of this easy-to-complete tool during the second HMC meeting (September 2019). The questionnaire will ask key department staff what its core capabilities are, and why this makes them less vulnerable to hazards. Stakeholder participation within this task will be key to ensuring this task is completed in a timely manner.

Activity 3.4: Update Mitigation Strategy

A plan update requires a progress report to determine the status of previous expected actions. The mitigation actions identified in the 2015 HMP should be identified as completed, underway, or discontinued. The following questions will be posed to determine the need to remove and refine existing mitigation actions:

- Has the County successfully acted upon the action or taken steps to complete the action?
- If the action has not been acted on, why not?
- If not acted upon, should the action be cancelled or carried over into the plan update?

E & E will present the actions from the previous plan to community partners to receive additional input (HMC #2).

Develop and Prioritize New Mitigation Actions

The identification of new mitigation actions can often be the most effective and enjoyable aspect to mitigation planning. Stakeholders get to ask the question, what do we want to achieve? E & E will facilitate the development of mitigation actions that address the County's vulnerabilities and align with project goals and objectives. These updated actions must also be prioritized, and we suggest utilizing a commonly used, basic methodology such as FEMA's Benefit-Cost Analysis or STAPLEE tool.

In addition to developing comprehensive mitigation actions detailing the activity, responsible agencies, cost/benefit, and other necessary information, we propose supporting the project implementers by going into further detail for a select number of projects.

Task 4: Plan Development and Approval

The primary output of this project will be the development of a Storey County Hazard Mitigation Plan. Based on the results of stakeholder engagement and data-gathering efforts that were completed during Tasks 1 through 3, E & E will develop a Draft Plan and Draft Final Plan for review and comment by the HMC and planning partners. Task 4 activities will include:

- **Development of an initial draft HMP** that is annotated with comments and questions for discussion;

- **Facilitation of a webinar-based review of the plan** with key stakeholders to capture and integrate initial comments and co-design the approach to the Draft Plan Review Workshop; and
- Incorporation of comments from the HMC into a final draft, which will again be provided to the HMC for distribution and public review following the Draft Plan Review Workshop.

E & E will support the County in submitting the plan to NDEM and FEMA. E & E will be responsible for addressing any required revisions and resubmitting documents for final review. As a customer service, E & E will provide a crosswalk and review tool to the County to understand how each step of the planning process played a role in FEMA approval.

E & E will present the final plan for approval during a webinar after receiving all comments from the HMC. We will then work with the County and HMC to coordinate the adoption process. E & E's proposed schedule suggests that FEMA provide "courtesy" reviews prior to formal adoption. After these reviews, E & E will provide a revised (if necessary) digital copy of the plan for distribution to the County prior to the plan adoption meeting.

Task 1: Organizing Resources

Activity	HMC Workshops and Stakeholder Engagement
E & E Team	<ul style="list-style-type: none"> ▪ Zane Beall, Project Manager ▪ Manique Talaia-Murray, Emergency Planner
Deliverables/ (Timeframe)	<ul style="list-style-type: none"> ▪ Project introduction email and webinar (within first month of contract award) ▪ Onboarding of identified HMC members (ongoing) ▪ Development and submittal of data request (May 2019) ▪ Review of data and supporting plans (May to July 2019) ▪ Facilitation of four (including project kickoff and final webinar) HMC workshops (ongoing) ▪ Fifteen targeted interviews (ongoing) ▪ Workshop materials and presentations ▪ Development of public outreach material (September 2019 to January 2020) ▪ Posting of plan for public comment
Assumptions	<ul style="list-style-type: none"> ▪ The County will lead HMC member identification and provide contact information. ▪ The County will provide all pertinent plans in electronic format. ▪ The County will coordinate workshop venue and logistics. ▪ The County will ensure all project stakeholders attend all workshops.

Task 2: Risk and Vulnerability Assessment Update

Activity	Update Risk Assessment
E & E Team	<ul style="list-style-type: none"> ▪ Zane Beall, Project Manager ▪ Manique Talaia-Murray, Emergency Planner ▪ Nicki Hurley, Geospatial/GIS Specialist
Deliverables/ (Timeframe)	<ul style="list-style-type: none"> ▪ Updated Hazard Profiles (August 2019) ▪ Updated Risk/Vulnerability Assessment (September 2019) ▪ Updated hazard mapping (December 2019)
Assumptions	<ul style="list-style-type: none"> ▪ The County will provide all available GIS datasets to aid in hazard mapping. ▪ E & E will provide Risk Assessment template.

Task 2: Risk and Vulnerability Assessment Update

HMP Plan Deliverables	<ul style="list-style-type: none"> Draft HMP developed in iterative process, draft content released as developed with portions released during scheduled HMC Meetings Draft Plan, Final Draft Plan, Final Updated Hazard Mitigation Plan Final Plan submitted electronically in Word and PDF formats
HMP Plan Assumptions	<ul style="list-style-type: none"> The County will coordinate partner involvement in the process. The County is responsible for consolidating and de-conflicting comments on the draft plan.

Task 3: Capability Assessment and Mitigation Strategy Update

Activity	Update Capability Assessment	Update Mitigation Strategy
E & E Team	<ul style="list-style-type: none"> Zane Beall, Project Manager Shawna Mantey, Emergency Planner 	<ul style="list-style-type: none"> Zane Beall, Project Manager Shawna Mantey, Emergency Planner Tyler Chatriand, Engineering Approach
Deliverables/ (Timeframe)	<ul style="list-style-type: none"> Capability Assessment Questionnaire (provided to HMC members at Project Kickoff) Updated Capability Assessment (September 2019) 	<ul style="list-style-type: none"> Updated Mitigation Strategy (November 2019) Strategy Action Plan (December 2019) New mitigation actions to be developed at HMC Meeting #2
Assumptions	<ul style="list-style-type: none"> The County will coordinate partner involvement in the process and ensure completion of Capability Assessment Questionnaire. E & E will provide Capability Assessment template. 	<ul style="list-style-type: none"> The County will provide status of previous mitigation actions. E & E will provide matrix tool to assess status of previous actions. Project stakeholders will participate in development of new actions.

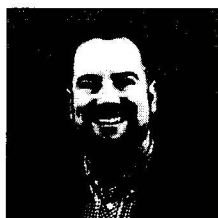
Task 4: Plan Development and Approval

Activity	Plan Development and Approval
E & E Team	<ul style="list-style-type: none"> Zane Beall, Project Manager Manique Talaia-Murray, Emergency Planner Nicki Hurley, Geospatial/GIS Specialist
Deliverables/ (Timeframe)	<ul style="list-style-type: none"> Draft HMP developed in iterative process, draft content released as developed with portions released during scheduled HMC Meetings Draft Plan, Final Draft Plan, Final Updated Hazard Mitigation Plan FEMA-approved HMP (submitted in March 2019)
Assumptions	<ul style="list-style-type: none"> The County will coordinate partner involvement in the process. The County is responsible for consolidating and de-conflicting comments on the draft plan. Final Plan submitted electronically in Word and PDF formats. E & E will be responsible for addressing one set of required revisions following FEMA review. The County will coordinate formal adoption of plan.

3.2 E & E's Project Team

Our People

E & E is pleased to provide the County with highly qualified emergency planners that have a depth of experience in Storey County and Northern Nevada. Additional experience and references can be provided upon request.

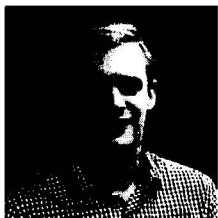


Matthew Lieuallen – Project Director

JD | BA Political Science

Matthew serves as operations manager of E & E's Portland office and leads our nationwide emergency management and community resilience practice. With 15 years' experience, he has supported mitigation planning efforts in Washington, Oregon, Alaska, Colorado, New Mexico, Missouri, and New York.

- Managed a **range of planning efforts for Storey County** including the last two updates of the Storey County Emergency Operations Plan; update of the Quad County Regional Hazardous Materials Plan; and direct support to the County within statewide planning efforts focused on mass care and shelter, public warning and information, and disaster recovery.
- Currently serving as Project Director for **development of Hazard Mitigation Plans in Washoe County, Nevada and Clallam County, Washington.**
- Project director for the update of the **Cow Creek Band of Umpqua Tribe of Indians Hazard Mitigation Plan.**
- Managed the update of the **City of Seattle's All Hazards Mitigation Plan**—FEMA Region X approved the plan with no required revisions.
- Project director for an ongoing **mitigation planning support to Alaska communities** including native villages.



Zane Beall – Project Manager

MPA | BA Environmental Studies/Emergency Planning

With seven years' professional experience, Zane supplies clients with innovative project solutions, engaging stakeholder facilitation, and high-quality deliverables. Fully trained in Incident Command System/National Incident Management System (ICS/NIMS), he has managed projects for local, county, tribal, and state organizations. He is adept at facilitating stakeholder workshops to identify project needs, and serves as a member of E & E's Superfund Technical Assessment and Response Team.

- Currently serving as Project Manager for **development of Hazard Mitigation Plans in Washoe County, Nevada and Clallam County, Washington.**

- Project manager for development of a **tribal hazard mitigation plan for Cow Creek Band of Umpqua Tribe**.
- Currently supporting the **State of Alaska with review of local and tribal hazard mitigation plans** prior to FEMA submittal and approval.
- **Planner for hazard mitigation plans** for Schoharie County, Chautauqua County, and Columbia County, New York.
- PM for the development of a **Regional Flood Response Action Plan** for Washoe County and their partners, including the City of Reno, Pyramid Lake Paiute Tribe and Reno-Sparks Indian Colony.
- PM for development of a Regional Framework for Collaboration supporting all ten counties and two tribes in **Washington State Homeland Security Region 9**.
- Served as lead planner and deputy PM for **State of Nevada Disaster Recovery Framework**.



Manique Talaia-Murray – Emergency Planner

BA Geoscience

With three years' professional experience, Manique provides emergency planning support for E & E projects. She draws upon her geoscience and technical project background to identify impacts and mitigation measures for projects, and is adept at translating technical jargon into public-friendly content.

- For Washoe County, Nevada, provided planning support for development of a **regional debris management plan**.
- Also for Washoe County, drew from her background as a geoscientist and work on hazardous materials sites to develop **natural disaster and hazardous waste/accidental spill incident annexes** to supplement the County's EOP.
- For the State of Oregon during the **Cascadia Rising 2016 Functional Exercise**, served as exercise evaluator for local jurisdictions.
- For White Pine County, Nevada, served as lead planner for the development and update of the County's EOP.



Nicki Hurley – Geospatial/GIS Specialist

BA Anthropology, Minor in Geography (GIS)

With more than 8 years of progressive GIS experience, Ms. Hurley is adept at using GIS as a tool to develop unique strategies to assist with a wide range of projects, applying her broad and deep skills to E & E's environmental projects. Nicki participated in a technical class in Coastal Inundation Mapping developed by NOAA Office for Coastal Management. The training covered coastal inundation mapping methods using GIS.

- Performed **hazard mapping and risk assessment modeling** for the update of the Cow Creek Band of Umpqua Tribe of Indians All-Hazards Mitigation Plan in Oregon.
- Performed **inundation modeling for closed-basin (lake) flooding** in Washoe County.
- Developed comprehensive **post-disaster facilities needs assessment** for the Portland area.
- Incorporated **cultural and historical considerations** into riverine and watershed studies.
- Prior to joining E & E, ensured federal **compliance for fish and wildlife projects** funded by the Bonneville Power Administration. Consulted with state agencies, tribes, and the public for all projects.
- As an archaeologist with the United States Fish and Wildlife Service, ensured projects in the Western states complied with federal **cultural resource regulations**, and designed and managed a **geodatabase for archaeological data**.

4. Cost

E & E's firm-fixed price to perform the above stated scope of work is \$28,700. A cost summary by task is provided in Table 2 below. E & E invoices monthly on a percentage-of-completion basis. Payment terms are net 30 days.

Table 2: Cost Summary by Task

Task Description	Price
Task 1: Organize Resources	\$8,200
Task 2: Risk and Vulnerability Assessment Update	\$7,900
Task 3: Capability Assessment and Mitigation Strategy Update	\$4,000
Task 4: Plan Development and Approval	\$8,600
Total	\$28,700

E & E looks forward to working with the County on this project. If you have any questions or require additional information regarding this proposal, please contact me at 503/248-5600 ext. 4632 or mlieuallen@ene.com.

Sincerely,

ECOLOGY AND ENVIRONMENT, INC.



Matthew Lieuallen, JD, Project Director



Storey County Board of County Commissioners


Agenda Action Report

LIQUOR BOARD

Meeting date: 6/4/19

Estimate of time required:

Agenda: Consent ☐ Regular agenda ☒ Public hearing required ☐

1. **Title:** Approval of 2nd reading for the On-sale Liquor License, Off-Sale Liquor License & Cabaret License for Union Brewery Virginia City LLC. Place of Business: 63 N C St, Virginia City, NV 89440. Applicant is Lisa Matheny.
2. **Recommended motion:** I motion to approve the 2nd reading for the On-sale Liquor License, Off-Sale Liquor License & Cabaret License for Union Brewery Virginia City LLC. Place of Business: 63 N C St, Virginia City, NV 89440. Applicant is Lisa Matheny.
3. **Prepared by:** Brandy Gavenda, Admin. Asst. 
4. **Staff summary:** Approval of 2nd reading for the On-sale Liquor License, Off-Sale Liquor License & Cabaret License for Union Brewery Virginia City LLC. Place of Business: 63 N C St, Virginia City, NV 89440. Applicant is Lisa Matheny.
5. **Supporting materials:** None
6. **Fiscal impact:** None

Department: Storey County Sheriff's Office

Telephone: 775-847-0959

Funds Available:

Fund:

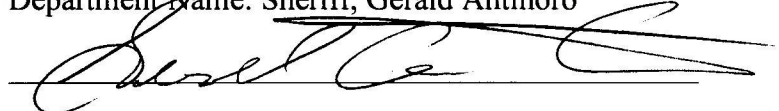
____ Comptroller

7. **Legal review required:** ____ District Attorney

8. **Reviewed by:**

☒ Department Head

Department Name: Sheriff, Gerald Antinoro



____ County Manager

Other agency review: _____

9. **Board action:**

☐ Approved

☐ Approved with Modifications

☐ Denied

☐ Continued

Agenda Item No. 16



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 6/4/19

Estimate of time required:

Agenda: Consent ☐ Regular agenda ☒ Public hearing required ☐

1. **Title:** Approval of 2nd reading for the general business license for Union Brewery Virginia City LLC. Place of Business: 63 N C St, Virginia City, NV 89440. Applicant is Lisa Matheny.

2. **Recommended motion:** I motion to approve the 2nd reading for the general business license for Union Brewery Virginia City LLC. Place of Business: 63 N C St, Virginia City, NV 89440. Applicant is Lisa Matheny.

3. **Prepared by:** Brandy Gavenda, Admin. Asst.

A handwritten signature in black ink, appearing to be "Brandy Gavenda".

Department: Storey County Sheriff's Office

Telephone: 775-847-0959

4. **Staff summary:** Approval of 2nd reading for the general business license for Union Brewery Virginia City LLC. Place of Business: 63 N C St, Virginia City, NV 89440. Applicant is Lisa Matheny.

5. **Supporting materials:** None

6. **Fiscal impact:** None

Funds Available:

Fund:

____ Comptroller

7. **Legal review required:**

____ District Attorney

8. **Reviewed by:**

☒ Department Head

Department Name: Sheriff, Gerald Antinoro

A handwritten signature in black ink, appearing to be "Gerald Antinoro".

____ County Manager

Other agency review: _____

9. **Board action:**

☐ Approved
☐ Denied

☐ Approved with Modifications
☐ Continued

Agenda Item No. 18

✓



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 5/4/19

Estimate of time required: 5 min.

Agenda: Consent ☐ Regular agenda ☒ Public hearing required ☒

1. **Title: Discussion/Possible Action:** 2019-021 Consideration and possible Grant of ROW Easement to Zayo Group LLC, an easement for an underground optic cable line through Storey County ROW Parcel 2009-17 of Record of Survey Document No. 111647 for Tahoe-Reno Industrial Center LLC recorded in the Office of the Storey County Recorder on August 5, 2009, located in McCarran area of Storey County, Nevada.
2. **Recommended motion:** In accordance with the recommendation by staff, I [commissioner] move to approve a Grant of ROW Easement (2019-021) to Zayo Group LLC for an underground optic cable line through Storey County ROW Parcel 2009-17 of Record of Survey Document No. 111647 for Tahoe-Reno Industrial Center LLC recorded in the Office of the Storey County Recorder on August 5, 2009, located in the McCarran area of Storey County, Nevada.
3. **Prepared by:** Lyndi Renaud
4. **Department:** Planning **Telephone:** 775.847.1144
- 5 4. **Staff summary:** See documents.
6. **Supporting materials:** See attached non-exclusive grant of easement for underground optic cable communications facilities document and legal description.
7. **Fiscal impact:** None on local government.
Funds Available: _____ Fund: _____ Comptroller
8. **Legal review required:** _____ District Attorney
9. **Reviewed by:**
_____ Department Head Department Name: Planning
_____ County Manager Other agency review: _____
10. **Board action:**
☐ Approved ☐ Approved with Modifications
☐ Denied ☐ Continued

Agenda Item No. 19

A.P.N: See legal description

Recording Requested by:
ZAYO GROUP, LLC

After Recordation Return To:
ZAYO GROUP, LLC
2495 Natomas Park Drive
Sacramento, California 95833

**NON-EXCLUSIVE GRANT OF EASEMENT FOR UNDERGROUND
OPTIC CABLE COMMUNICATION FACILITIES**

STOREY COUNTY, a political subdivision of the State of Nevada, (hereinafter referred to as "Grantor"), for One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant(s) and convey(s) to **ZAYO GROUP, LLC**, a Delaware limited liability company, (hereinafter referred to as "Grantee"), its successors and assigns, an easement as follows:

1. To construct, place, inspect, operate, modify, maintain, replace and remove underground fiber optic cable communication facilities for the placement of advanced communication equipment to provide high speed broadband including data transfer and video services consisting of conduit, pipes, valves, fittings, regulators, foundations, pull boxes and other equipment, fixtures, apparatus, and improvements. ("**Communication Facilities**") upon, over, under and through the property described in **Exhibit "A"** and graphically shown on **Exhibit "B"** attached hereto and by this reference made a part of this Grant of Easement ("**Easement Area**") and the right for ingress of vehicles and pedestrians to and the egress of vehicles and pedestrians to and from;
2. Grantee shall bear the entire cost and expense of installing and maintaining said Communication Facilities in said Easement Area.
3. Grantee will be responsible for any damages, caused by Grantee constructing, placing, inspecting, operating, modifying, maintaining, replacing and removing the Communication Facilities, to any tangible, personal property or improvements owned by Grantor and located on the Easement Area on the date the Grantor signs the Grant of Easement.

4. Grantee shall, at its expense, comply with all applicable laws, regulations, rules and orders regardless of when they become or became effective, including, without limitation, those relating to health, safety, noise, environmental protection, waste disposal, and water air quality.
5. Grantee shall coordinate initial construction and/or maintenance with any existing lessees/occupants of the real property and shall use its best efforts not to unreasonably interfere with use/access of such lessees/occupants in the course of its construction and/or maintenance.
6. Grantee agrees that no assessments will be levied against the property of Grantor to defray any part of the expense incurred in connection with any construction in the Easement Area.
7. Grantee agrees to investigate, release, defend, indemnify and hold harmless Grantor, its officers, employees, agents, successors and assigns from all claims, liability, cost and expense, howsoever same may be caused, including reasonable attorney's fees, for loss of or damage to property for injuries to or death of persons arising out of the construction, reconstruction, maintenance, presence in, or use of the Easement Area by Grantee, its employees, agents, licensees, invitees, successors or assigns.
8. Grantee shall fully pay for all materials installed in the Easement Area and shall pay in full all persons who perform labor thereupon. Grantee shall not permit any mechanics' or materialmen's liens of any kind or nature to be enforced against the property for any work done or materials furnished thereon at Grantee's request.

THIS GRANT OF EASEMENT and the terms contained herein shall be binding upon the successors, agents and assigns of Grantor and Grantee, and all rights herein granted may be assigned, providing written notice is provided to Grantor and Grantee prior to any such assignment.

IN WITNESS WHEREOF, Grantor has caused these presents duly to be executed the day and year first above written.

GRANTOR:

**Accepted for the County of Storey,
by the Board of County Commissioners**

By: _____

Name: _____

Title: _____

Date: _____

GRANTEE:

ZAYO GROUP, LLC

By: _____

Name: _____

Title: _____

Date: _____

Approved as to form:

Storey County District Attorney

By: _____

Approved as to form:

Attorney for ZAYO GROUP, LLC

By: _____

ACKNOWLEDGEMENT

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me this _____ day of _____, 2019, by _____ as _____ of **ZAYO GROUP, LLC**, a Delaware limited liability company.

Notary Public

STATE OF NEVADA)
) ss.
COUNTY OF STOREY)

This instrument was acknowledged before me this _____ day of _____, 2019, by _____ as _____

of the **BOARD OF COUNTY COMMISSIONERS OF STOREY COUNTY**, a political subdivision of the State of Nevada.

Notary Public

EXHIBIT "A"
LEGAL DESCRIPTION
FOR
UTILITY EASEMENT

A strip of land being 10-feet in width located within Parcel 2009-17 as shown on the Record of Survey for Tahoe-Reno Industrial Center, LLC, recorded on August 5, 2009 in the Office of the Storey County Recorder as File No. 111647, situate within a portion of North 1/2 of Section 35, Township 20 North, Range 22 East, M.D.M., Storey County, Nevada, the centerline of said strip being more particularly described as follows:

Commencing at the southeast corner of said Parcel 2009-17 from which the Northeast corner of said Section 35 bears North 86°32'19" East, 2875.19 feet;

Thence North 88°55'17" West, 69.49 feet to the **POINT OF BEGINNING**;

Thence South 72°05'53" West, 34.83 feet;

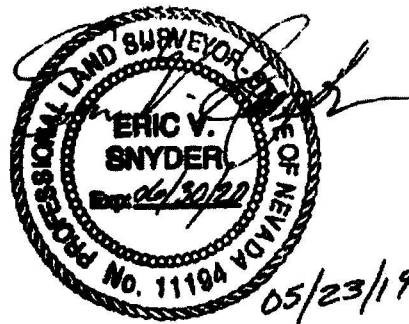
Thence North 18°05'07" West, 14.14 feet;

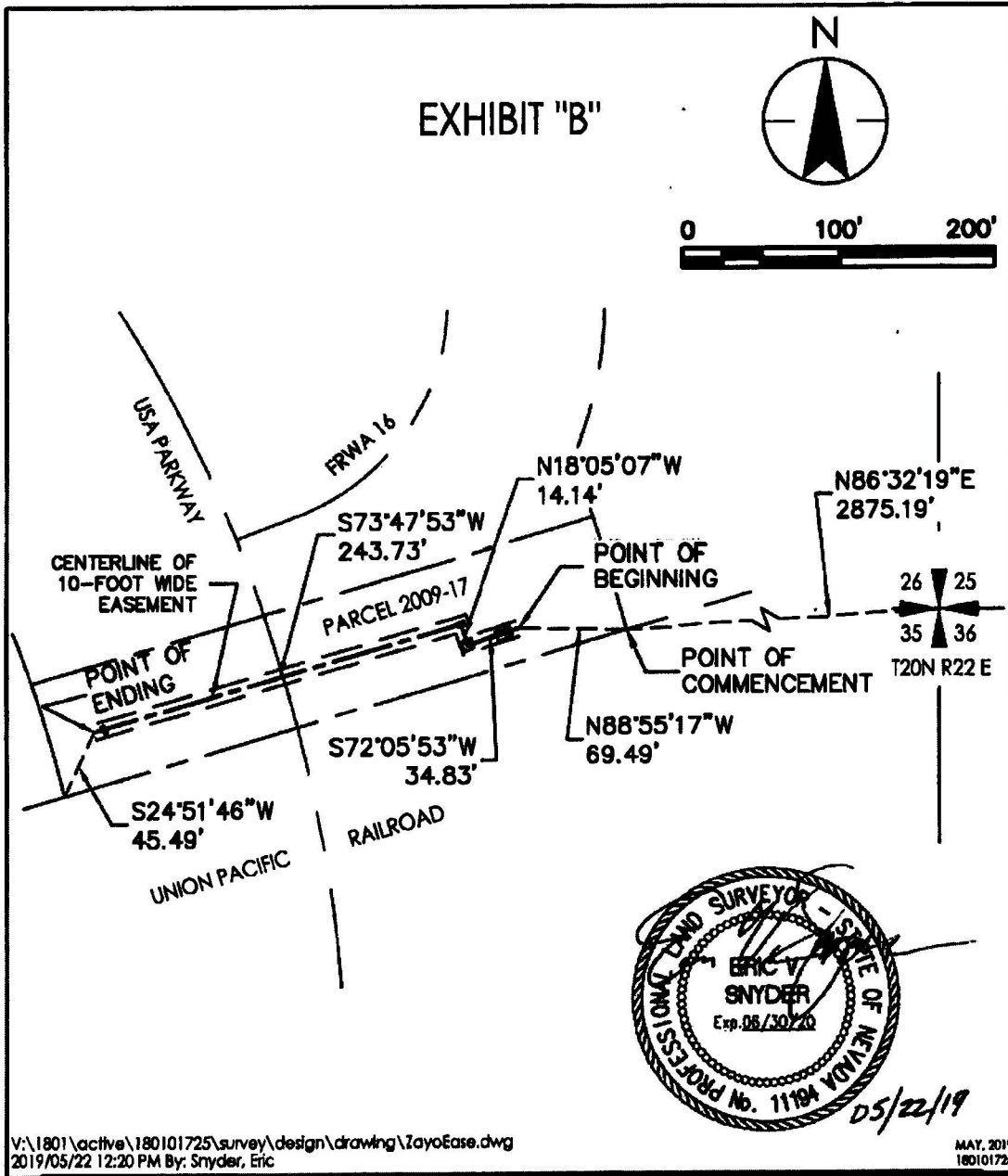
Thence South 73°47'53" West, 243.73 feet to the **POINT OF ENDING**, from which the Southwest corner of said Parcel 2009-17 bears South 24°51'46" West, 45.49 feet.

Said strip of land contains an area of approximately 2,927 square feet.

The Basis of Bearings for this legal description is the Record of Survey for Tahoe-Reno Industrial Center, LLC, recorded on August 5, 2009 in the Office of the Storey County Recorder as File No. 111647.

Prepared By: Eric V. Snyder, PLS 11194
Stantec Consulting Services Inc.
6995 Sierra Center Parkway
Reno, Nevada 89511-2279
(775) 850-0777





6995 Sierra Center Parkway
Reno, Nevada 89511
www.stantec.com

Client/Project
ZAYO FIBER
SR 439 CROSSING

Figure No.
EXHIBIT "B"

Title
**EASEMENT FOR
NEW-BUILD FIBER**



Storey County Board of County Commissioners Agenda Action Report

Meeting date: ~~05-24-19~~ 6.4.19

Estimate of time required: 0 - 5

Agenda: Consent [] Regular agenda [X] Public hearing required []

1. **Title:** Business License Second Readings -- Approval

2. **Recommended motion:** Approval

3. **Prepared by:** Sarah Dillon

Department: Community Development

Telephone: 847-0966

4. **Staff summary:** Second readings of submitted business license applications are normally approved unless, for various reasons, requested to be continued to the next meeting. A follow-up letter noting those to be continued or approved will be submitted prior to the Commission Meeting. The business licenses are then printed and mailed to the new business license holder.

5. **Supporting materials:** See attached Agenda Letter

6. **Fiscal impact:**

Funds Available:

Fund:

___ Comptroller

7. **Legal review required:**

___ District Attorney

8. **Reviewed by:**

☒ Department Head

Department Name:

___ County Manager

Other agency review:

9. **Board action:**

☐ Approved

☐

Approved with Modifications

☐ Denied

☐

Continued

Agenda Item No. 20

Storey County Community Development

Business Licensing

P O Box 526 • Virginia City NV 89440 • (775) 847-0966 • Fax (775) 847-0935 • mfield@storeycounty.org

To: Vanessa Stephens, Clerk's Office
Pat Whitten, County Manager

May 21, 2019
Via email

Fr: Sarah Dillon

Please add the following item(s) to the **May 21, 2019 COMMISSIONERS** Agenda:

Storey County Building Department has inspected and found that the following businesses meet code requirements necessary to operate in the county:

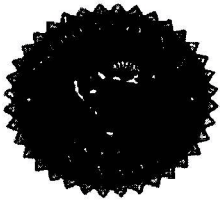
LICENSING BOARD SECOND READINGS

- A. CAMCO NORTH** – General / PO Box 400518 ~ Las Vegas NV 89119
- B. QUALITY FIRST HOME IMPROVEMENT** .- Contractors /6545 Sunrise Blvd #202 ~Citrus Heights, CA
- C. RAM MECHANICAL INC.** - Contractor / 3506 Moore Rd ~ Ceres, CA
- D. M.C. DEAN, INC.** - Contractor/ 1765 Greensboro Station Place ~ Tysons, VA
- E. DESERT STAR MHS** - Contractor/ 5051 N Virginia St #27 ~ Reno, NV
- F. TRI SAGE CONSULTING** -General / 5418 Longley Lane Ste A ~ Reno, NV
- G. MEXIKUE TACOS TIJUANA** General / 5252 Side hill Drive ~ Sun Valley, NV
- H. SMITH PLUMBING**- Contractor/ 533 7th Street ~ Sparks, NV
- I. THERMO SYSTEMS, LLC** -General/ 84 Twin Rivers Dr. ~ E Windsor NJ
- J. BROWN HEATING & AIR CONDISTIONING LTD** –Contractor/ 7871 Hwy 50 East Carson City, NV
- K. TAYLOR HOME INSPECTIONS** – General/ 10365 Goldmine Drive ~ Reno, NV

Ec: Community Development
Commissioners' Office

Planning Department
Comptroller's Office

Sheriff's Office



Storey County Board of County Commissioners and Storey County Board of Fire Commissioners Agenda Action Report

Meeting date: 06/04/19

Estimate of time required: 60 min.

Agenda: Consent ☐ Regular agenda ☐ Public hearing required ☐ (x Closed Session)

1. **Title:** Closed session involving Storey County Board of County Commissioners and the Storey County Fire Protection District Commissioners. Call to Order Closed Session meeting pursuant to NRS 288.220 for the purpose of conferring with:
 - a. County management and legal counsel regarding labor negotiations with the Storey County Employees' Association Comstock Chapter, AFSCME Local 4041. This meeting will begin immediately after the regular meeting of the Board of County Commissioners.
 - b. Fire Protection District management and legal counsel regarding labor negotiations with the Storey County Firefighters' Association IAFF Local 4227. This meeting will begin immediately after the regular meeting of the Board of County Commissioners.

2. **Recommended motion:** No action

3. **Prepared by:** Austin Osborne

Department: Human Resources

Telephone: 775.847.0968

4. **Staff summary:** Pursuant to NRS 288 and the existing 2017-19 bargaining agreements between the Storey County Firefighters Association and the Storey County Board of Fire Commissioners, and the existing 2016-19 bargaining agreement between the Storey County Employees' Association and the Storey County Board of County Commissioners, the bargaining agreements are proposed to be modified separately as tentatively agreed between the parties.

5. **Supporting materials:** Provided at closed session meeting.

6. **Fiscal impact:**

Funds Available: n/a Fund: _____ Comptroller

7. **Legal review required:**

_____ District Attorney

8. **Reviewed by:**

 Department Head

Department Name: Commissioner's Office

 County Manager

Other agency review: _____

9. **Board action:**

☐ Approved
☐ Denied

☐ Approved with Modifications
☐ Continued

Agenda Item No. 23