



# **STOREY COUNTY BOARD OF COUNTY COMMISSIONERS MEETING**

11/19/2019 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*

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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. 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. 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. 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 November 19, 2019.

4. **CONSENT AGENDA**

- I For possible action, approval of claims in the amount of \$1,496,828.19
- II For possible action, approval of business license first readings:
  - A. **Advanced Powder Coating & Sandblast** - General / 1203 Industrial Way ~ Sparks, NV
  - B. **Advanced Vacuum Services Inc.** - Contractor / 5174 W Base Road ~ Greensburg, IN
  - C. **Anchor Door Installs, LLC** - Contractor / 945 Spice Island Dr. Ste. C ~ Sparks, NV
  - D. **G&S Enterprises** - Contractor / 11595 Lemmon Dr. ~ Reno, NV
  - E. **Home Depot U.S.A, Inc.** - Contractor / 2455 Paces Ferry Rd. ~ Atlanta, GA
  - F. **Kennametal, Inc.** - General / 347 N. Taylor St. ~ Fallon, NV
  - G. **Oasis Air Conditioning & Heating** - Contractor / 1931 Grimes Street ~ Fallon, NV
  - H. **Rogers Machinery Company, Inc.** - General / 14650 SW 72<sup>nd</sup> Ave ~ Portland, OR
  - I. **W&W Steel Erectors, LLC** - Contractor / 1730 W. Reno ~ Oklahoma City, OK

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

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

7. **DISCUSSION/POSSIBLE ACTION:**

Authorize the County Manager to approve a contract with Linda Ritter Consulting not to exceed \$20,000 to develop a county-wide and organizational strategic plan commencing in fall of 2019.

8. **DISCUSSION/POSSIBLE ACTION:**

Consideration and possible approval of second reading of Ordinance 19-302 establishing the position of Director of Security/Bailiff in the government of Storey County.

9. **DISCUSSION/POSSIBLE ACTION:**

Approval of a successor franchise agreement to the 2009 franchise agreement between Storey County and Waste Management, Inc. (dba "Storey County Sanitation") for the collection of solid waste, except within the boundaries of the Canyon General Improvement District where a separate franchise agreement for solid waste collection already exists.

10. **DISCUSSION/POSSIBLE ACTION:**

2019-048 Consideration and Possible Action of Grant of Non-Exclusive Easement for Access and Utilities in a portion of the Electric Avenue Right of Way to Eagle CPT II LLC, 550 Milan, located in McCarran, Storey County, Nevada.

11. **DISCUSSION/POSSIBLE ACTION:**

Regarding whether to opt out or remain in the Negotiation Class in the *In re National Prescription Opiate Litigation*, Case No. 1:17-md-2804 pending in the United States District Court for the Northern District of Ohio.

12. **DISCUSSION/POSSIBLE ACTION:**

Approval of business license second readings:

- A. **All Out Patio Solutions, LLC** - Contractor / 1920 Farm District Rd ~ Fernley, NV
- B. **Environmental Air Systems, LLC**- General / 250 Swathmore Ave ~ High Point, NC
- C. **Freedom Crane Service Corporation**- Contractor / 926 Desert Breeze Way ~ Fernley, NV
- D. **Golden Bear Construction** - Contractor / 2100 Kings Canyon Road ~ Carson City, NV
- E. **High Desert Electric, Inc.**- Contractor / 865 Selkirk Circle ~ Gardnerville, NV
- F. **Katayama Steel, Y.K.** - General / Japan
- G. **Mettler-Toledo, LLC** - General / 1900 Polaris Parkway ~ Columbus, OH
- H. **Nexius Solutions Inc.** - Contractor / 2595 Dallas Parkway Ste. 300 ~ Frisco, TX
- I. **Red's Fire and Flood** - Contractor / 2410 Walnut St. ~ Reno, NV
- J. **Sideplate Systems, Inc.** - General / 25909 Pala Ste. 200 ~ Mission Viejo, CA
- K. **Summit Millworks, LLC** - Contractor / 145 Isidor Ct Ste C ~ Sparks, NV
- L. **Velex Inc.** - Contractor / 2595 Dallas Parkway Ste. 300 ~ Frisco, TX
- M. **Veolia Es Technical Solutions, LLC** - General / 53 State St. ~ Boston, MA
- N. **Clementine & Huckleberry's** - General / 11 N. C Street ~ Virginia City, NV
- O. **Columbia Rubber LLC** - General / 14800 SE 82<sup>nd</sup> Dr. ~ Clackamas, OR
- P. **Constanza Cleaning Service** - General / 455 E 5<sup>th</sup> Ave. ~ Sun Valley, NV
- Q. **Correct Cryogenics Inc.** - Contractor / 15698 Boyle Ave ~ Fontana, CA
- R. **3D Systems, Inc.** - General / 333 Three D Systems Circle ~ Rock hill, SC

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

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

**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, audiotope, 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](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](mailto: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 11/13/2019; 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:** 11/19/2019

**Estimate of time required:** 0 min

**Agenda:** Consent ☒ Regular agenda ☐ Public hearing required ☐

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For possible action, approval of claims in the amount of \$1,496,828.19

2. **Recommended motion:** Approval of claims as submitted.

3. **Prepared by:** V Stephens

**Department:** Clerk/Treasurer

**Telephone:** 775 847-0969

4. **Staff summary:** Please find attached the claims

5. **Supporting materials:** Attached

6. **Fiscal impact:**

Funds Available: NA

Fund: NA

\_\_NA\_\_ Comptroller

7. **Legal review required:**

\_\_NA\_\_ District Attorney

8. **Reviewed by:**

\_\_\_\_ Department Head

Department Name: Comptroller

\_\_\_\_ County Manager

Other agency review: \_\_\_\_\_

9. **Board action:**

☐ Approved  
☐ Denied

☐ Approved with Modifications  
☐ Continued

Agenda Item No. 4I



# Payroll Check Register Report Summary

Pay Period: 10/14/2019-10/27/2019

Packet: PRPKT00481 - 2019-11-01 Payroll cw  
Payroll Set: Storey County - 01

Type	Count	Amount
Regular Checks	2	2,464.47
Manual Checks	0	0.00
Reversals	0	0.00
Voided Checks	0	0.00
Direct Deposits	161	332,303.88
<b>Total</b>	<b>163</b>	<b>334,768.35</b>

Approved by the Storey County Board of Commissioners:

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Comptroller

\_\_\_\_\_  
Date

\_\_\_\_\_  
Treasurer

\_\_\_\_\_  
Date



# Check Register

Packet: APPKT01297 - 2019-11-01 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						
405456	Public Employees Retirement	11/01/2019	EFT	0.00	117,865.72	10059
300007	USAA 529 College Savings Plans	11/01/2019	EFT	0.00	50.00	10060
300003	AFLAC	11/01/2019	Regular	0.00	1,226.50	97573
300008	AFSCME Union	11/01/2019	Regular	0.00	606.29	97574
405519	Cigna Health and Life Insurance Cor.	11/01/2019	Regular	0.00	114,562.48	97575
	**Void**	11/01/2019	Regular	0.00	0.00	97576
300001	Colonial Life & Accident	11/01/2019	Regular	0.00	111.69	97577
404704	DVM INSURANCE AGENCY	11/01/2019	Regular	0.00	114.52	97578
405264	FIDELITY SEC LIFE INS CO	11/01/2019	Regular	0.00	1,331.33	97579
405263	KANSAS CITY LIFE INS CO	11/01/2019	Regular	0.00	709.26	97580
300011	Nevada State Treasurer	11/01/2019	Regular	0.00	4.00	97581
103233	PUBLIC EMPLOY RETIREMENT SYSTEM	11/01/2019	Regular	0.00	46.66	97582
300010	State Collection & Disbursement Un	11/01/2019	Regular	0.00	197.70	97583
300006	Storey Co Fire Fighters Assoc	11/01/2019	Regular	0.00	1,300.00	97584
404639	VOYA RETIREMENT INS	11/01/2019	Regular	0.00	7,996.50	97585
300005	Washington National Ins	11/01/2019	Regular	0.00	518.99	97586
300002	Western Insurance Specialties	11/01/2019	Regular	0.00	363.34	97587

## Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	29	14	0.00	129,089.26
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	6	2	0.00	117,915.72
	35	17	0.00	247,004.98

Approved by the Storey County Board of Commissioners:

Chairman

Commissioner

Commissioner

Comptroller

Date

Treasurer

Date



**Fund Summary**

<b>Fund</b>	<b>Name</b>	<b>Period</b>	<b>Amount</b>
999	Pooled Cash Account	11/2019	247,004.98
			<u>247,004.98</u>



# Vendor History Report

## By Vendor Name

Posting Date Range -

Payment Date Range 11/01/2019 - 11/01/2019

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						DFT0000366	11/1/2019	11,103.68	0.00	0.00	0.00	11,103.68	11,103.68
INV0007619								11,103.68	0.00	0.00	0.00	11,103.68	11,103.68
HSA Contributions		0.00	0.00	11,103.68	001-29506-000		Insurances	11,103.68					
				Vendors: (1)		Total 01 - Storey County Vendors:		11,103.68	0.00	0.00	0.00	11,103.68	11,103.68
				Vendors: (1)		Report Total:		11,103.68	0.00	0.00	0.00	11,103.68	11,103.68



# Check Register

Packet: APPKT01332 - 2019-11-08 AP Payments cw

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank-AP Bank						
405403	Harjes, Zakary P	11/08/2019	Regular	0.00	400.00	97588
10050	ADVANCED DATA SYSTEMS INC	11/08/2019	Regular	0.00	1,808.00	97589
405020	ALL COMSTOCK LLC	11/08/2019	Regular	0.00	4,000.00	97590
100135	ALSCO INC	11/08/2019	Regular	0.00	180.97	97591
403949	AMERIGAS PROPANE LP	11/08/2019	Regular	0.00	109.50	97592
405704	Anderson Heating & Air Conditionin	11/08/2019	Regular	0.00	682.50	97593
404780	Backdraft OpCo LLC	11/08/2019	Regular	0.00	618.00	97594
404634	BRANDON, RUSSELL D	11/08/2019	Regular	0.00	60.00	97595
100245	BROWN MILBERY INC	11/08/2019	Regular	0.00	214.26	97596
403671	BURRELL, SCOTT LEWIS	11/08/2019	Regular	0.00	646.50	97597
100463	BUSINESS & PROFESSIONAL COLLEC	11/08/2019	Regular	0.00	376.23	97598
99763	CANYON GENERAL IMPROVEMENT I	11/08/2019	Regular	0.00	51.50	97599
403713	CAPITAL 1 EQUIP FINANCE	11/08/2019	Regular	0.00	73,080.00	97600
404216	CARSON VALLEY OIL CO INC	11/08/2019	Regular	0.00	6,961.69	97601
99720	CASELLE INC	11/08/2019	Regular	0.00	202.00	97602
403268	CELLCO PARTNERSHIP	11/08/2019	Regular	0.00	2,326.50	97603
403635	CENTRAL SANITARY SUPPLY	11/08/2019	Regular	0.00	113.98	97604
403775	CHARM-TEX	11/08/2019	Regular	0.00	159.06	97605
405235	CHARTWELL STAFFING SERV	11/08/2019	Regular	0.00	4,802.40	97606
100654	CINDERLITE TRUCKING CORP	11/08/2019	Regular	0.00	8,160.66	97607
100505	CITY OF CARSON TREASURER	11/08/2019	Regular	0.00	50.00	97608
405134	CMC TIRE INC	11/08/2019	Regular	0.00	3,438.04	97609
99652	COMSTOCK CHRONICLE (VC)	11/08/2019	Regular	0.00	210.38	97610
403988	COMSTOCK CIVIL WAR REENAC	11/08/2019	Regular	0.00	500.00	97611
403887	COMSTOCK GOLD MILL LLC	11/08/2019	Regular	0.00	45.00	97612
404060	CREATIVE CONCEPTS MEDIA +	11/08/2019	Regular	0.00	650.00	97613
405702	Creveling, Heather	11/08/2019	Regular	0.00	500.00	97614
404466	DAIOHS USA INC	11/08/2019	Regular	0.00	823.95	97615
404684	DASH MEDICAL GLOVEWS INC	11/08/2019	Regular	0.00	61.90	97616
405691	Deisler, Conrad	11/08/2019	Regular	0.00	1,133.30	97617
405698	Diamond Motors & Pawn, Inc	11/08/2019	Regular	0.00	225.00	97618
405167	DIXON, MATT	11/08/2019	Regular	0.00	400.00	97619
405286	Ecology and Enviornment, Inc.	11/08/2019	Regular	0.00	12,921.00	97620
404547	ELLIOTT AUTO SUPPLY INC	11/08/2019	Regular	0.00	1,372.01	97621
403835	EWING IRRIGATION PRODUCTS, INC	11/08/2019	Regular	0.00	89.80	97622
405180	FAIN, JESSICA	11/08/2019	Regular	0.00	65.57	97623
403216	FARR WEST ENGINEERING	11/08/2019	Regular	0.00	1,998.37	97624
404509	FASTENAL COMPANY	11/08/2019	Regular	0.00	311.10	97625
404757	FCC COMMUNICATIONS, LLC	11/08/2019	Regular	0.00	176.00	97626
405694	Fernley Autobody, Inc	11/08/2019	Regular	0.00	2,415.22	97627
403975	FERRELLGAS LP	11/08/2019	Regular	0.00	844.44	97628
405696	Fox, Nancy	11/08/2019	Regular	0.00	25.00	97629
405703	Goodman, Cade	11/08/2019	Regular	0.00	400.00	97630
103470	GREAT BASIN TERMITE & PES	11/08/2019	Regular	0.00	275.00	97631
404394	GTP INVESTMENTS LLC	11/08/2019	Regular	0.00	424.86	97632
405322	H&E Equipment Services, Inc	11/08/2019	Regular	0.00	583.81	97633
404778	HAT, LTD	11/08/2019	Regular	0.00	1,696.80	97634
102983	HD SUPPLY FACIL MAINT LTD	11/08/2019	Regular	0.00	201.15	97635
403040	HENRY SCHEIN	11/08/2019	Regular	0.00	598.92	97636
405700	Hensel, Josh	11/08/2019	Regular	0.00	450.00	97637
100826	HISTORIC FOURTH WARD SCHOOL F	11/08/2019	Regular	0.00	297.00	97638
405360	Huntington, Elizabeth L.	11/08/2019	Regular	0.00	100.00	97639
102564	HYDRAULIC INDUSTRIAL SERV	11/08/2019	Regular	0.00	95.57	97640
403661	INGALLS & ASSOCIATES, LLC	11/08/2019	Regular	0.00	1,190.00	97641

## Check Register

Packet: APPKT01332-2019-11-08 AP Payments cw

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
404328	INTERCEPT INC	11/08/2019	Regular	0.00	240.00	97642
100978	INTERSTATE OIL CO	11/08/2019	Regular	0.00	3,130.40	97643
403834	IT1 SOURCE LLC	11/08/2019	Regular	0.00	9,008.02	97644
404771	ITS MY COMMUNITY STORE	11/08/2019	Regular	0.00	244.65	97645
404583	JAMES C MCLENNAN MDPC	11/08/2019	Regular	0.00	500.00	97646
403692	JAMSAB REALTY CORP	11/08/2019	Regular	0.00	62,600.00	97647
103317	JBP LLC	11/08/2019	Regular	0.00	603.41	97648
101040	L N CURTIS & SONS	11/08/2019	Regular	0.00	1,501.52	97649
404105	LEND A CHEK	11/08/2019	Regular	0.00	312.20	97650
404102	LIQUID BLUE EVENTS LLC	11/08/2019	Regular	0.00	4,640.59	97651
404102	LIQUID BLUE EVENTS LLC	11/08/2019	Regular	0.00	2,936.65	97652
404102	LIQUID BLUE EVENTS LLC	11/08/2019	Regular	0.00	2,300.00	97653
404864	LOPER, SAMANTHA	11/08/2019	Regular	0.00	748.80	97654
404363	MA LABORATORIES INC	11/08/2019	Regular	0.00	1,414.66	97655
405077	MACKAY MANSION	11/08/2019	Regular	0.00	554.50	97656
404835	MCCULLOUGH, JERRY	11/08/2019	Regular	0.00	125.00	97657
403839	MORRIS, ROBERT T	11/08/2019	Regular	0.00	2,000.00	97658
101226	NEV COMPTROLLER	11/08/2019	Regular	0.00	10,915.83	97659
101226	NEV COMPTROLLER	11/08/2019	Regular	0.00	969.64	97660
403317	NEV DEPT PUBLIC SAFETY	11/08/2019	Regular	0.00	1,328.25	97661
101026	NEV LEGISLATIVE COUNSEL	11/08/2019	Regular	0.00	48.35	97662
403632	NEVADA BLUE LTD (RNO)	11/08/2019	Regular	0.00	100.00	97663
101269	NEVADA LEGAL SERVICE INC	11/08/2019	Regular	0.00	626.86	97664
101362	Nextel of California	11/08/2019	Regular	0.00	160.21	97665
103277	NORTHERN NEV FIRE CHIEFS	11/08/2019	Regular	0.00	50.00	97666
404569	NORTHERN SAFETY CO INC	11/08/2019	Regular	0.00	337.92	97667
405424	Optum Bank, Member FDIC	11/08/2019	Regular	0.00	236.25	97668
405127	O'REILLY AUTO ENTERPRISES LLC	11/08/2019	Regular	0.00	280.41	97669
405664	Oshinski & Forsberg, LTD.	11/08/2019	Regular	0.00	218.75	97670
103486	PAPE MACHINERY	11/08/2019	Regular	0.00	4,230.00	97671
403895	PETRINI, ANGELO D	11/08/2019	Regular	0.00	126.00	97672
405701	Pinocchio, Mallory	11/08/2019	Regular	0.00	417.05	97673
103439	PROGRESSIVE PRINT	11/08/2019	Regular	0.00	436.55	97674
403329	PROTECTION DEVICES INC	11/08/2019	Regular	0.00	894.35	97675
100348	PURCELL TIRE & RUBBER CO	11/08/2019	Regular	0.00	257.49	97676
404398	RAD STRATEGIES INC	11/08/2019	Regular	0.00	6,450.00	97677
404134	RAPID SPACE LLC	11/08/2019	Regular	0.00	330.40	97678
101521	RENO DRAIN OIL SERVICE	11/08/2019	Regular	0.00	135.00	97679
403339	RENO GREEN LANDSCAPING IN	11/08/2019	Regular	0.00	373.00	97680
403944	RENO TAHOE SPECIALTY INC	11/08/2019	Regular	0.00	90.00	97681
103063	RESERVE ACCOUNT	11/08/2019	Regular	0.00	100.00	97682
403995	ROCKY MOUNTAIN INFORMATIO	11/08/2019	Regular	0.00	100.00	97683
10026	RUPPCO INC	11/08/2019	Regular	0.00	379.35	97684
200395	SAINT MARYS ARTCENTER INC	11/08/2019	Regular	0.00	36.00	97685
103241	SBC GLOBAL SERVICES IN LD	11/08/2019	Regular	0.00	46.29	97686
405081	SHERMARK DISTRIBUTORS INC	11/08/2019	Regular	0.00	336.00	97687
404187	SHOAF, BRIAN ALLEN	11/08/2019	Regular	0.00	4.50	97688
102462	SIERRA ENVIRONMENTAL MONITOR	11/08/2019	Regular	0.00	395.00	97689
101630	SIERRA PACIFIC POWER CO	11/08/2019	Regular	0.00	14,612.76	97690
	**Void**	11/08/2019	Regular	0.00	0.00	97691
404195	SOUTHERN GLAZERS WINE & S	11/08/2019	Regular	0.00	1,650.80	97692
101717	ST CO SCHOOL DISTRICT	11/08/2019	Regular	0.00	589,294.07	97693
101726	ST CO SENIOR CENTER(VC)	11/08/2019	Regular	0.00	244.00	97694
101745	ST CO WATER SYSTEM	11/08/2019	Regular	0.00	3,019.91	97695
404487	STANARD & ASSOC INC	11/08/2019	Regular	0.00	90.00	97696
405695	Standley, Bruce	11/08/2019	Regular	0.00	25.00	97697
404871	STAR2STAR COMMUNICATIONS, LLC	11/08/2019	Regular	0.00	2,414.77	97698
101229	State of Nevada	11/08/2019	Regular	0.00	25.00	97699
403892	SUN PEAK ENTERPRISES	11/08/2019	Regular	0.00	1,398.00	97700
405705	Teleflex LLC	11/08/2019	Regular	0.00	562.50	97701
405124	TERRY, SHIRLEY	11/08/2019	Regular	0.00	465.00	97702

Check Register

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
404615	THE ANTOS AGENCY	11/08/2019	Regular	0.00	2,667.92	97703
404845	THOMAS PETROLEUM LLC	11/08/2019	Regular	0.00	1,199.08	97704
405589	Thompson Garage Doors	11/08/2019	Regular	0.00	297.53	97705
403225	TRI GENERAL IMPROVEMENT	11/08/2019	Regular	0.00	266.60	97706
402935	TRUCKEE MEADOWS WATER SYS	11/08/2019	Regular	0.00	609.18	97707
405112	TYLER TECHNOLOGIES, INC	11/08/2019	Regular	0.00	286.00	97708
101845	US POSTOFFICE (VC)	11/08/2019	Regular	0.00	200.00	97709
404486	USA CASH SERVICES MGT INC	11/08/2019	Regular	0.00	293.28	97710
403983	VCTC	11/08/2019	Regular	0.00	45.00	97711
403893	VIRGINIA CITY TOURS INC	11/08/2019	Regular	0.00	942.00	97712
405574	Washoe County Forensic Science Div	11/08/2019	Regular	0.00	687.78	97713
103080	WATERS SEPTIC TANK SV DBA	11/08/2019	Regular	0.00	2,960.00	97714
103237	WESTERN ENVIRONMENTAL LAB	11/08/2019	Regular	0.00	3,219.80	97715
403997	WOOD, CORLISS	11/08/2019	Regular	0.00	21.80	97716
404295	WELLS ONE COMMERCIAL CARD	11/08/2019	Bank Draft	0.00	13,660.61	DFT0000372

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	210	128	0.00	890,290.57
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	0.00
Bank Drafts	18	1	0.00	13,660.61
EFT's	0	0	0.00	0.00
	<b>228</b>	<b>130</b>	<b>0.00</b>	<b>903,951.18</b>

Approved by the Storey County Board of Commissioners:

_____	_____	_____
Chairman	Commissioner	Commissioner
_____	_____	_____
Comptroller		Date
_____	_____	_____
Treasurer		Date

**Fund Summary**

<b>Fund</b>	<b>Name</b>	<b>Period</b>	<b>Amount</b>
999	Pooled Cash Account	11/2019	903,951.18
			<u>903,951.18</u>



## Storey County Board of County Commissioners Agenda Action Report

**Meeting date:** 11-19-2019

**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:** Ashley Mead

**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 Commissioner's 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  
  
\_\_\_\_ County Manager

Department Name: Community Development

Other agency review: \_\_\_\_\_

9. **Board action:**

☐ Approved  
☐ Denied

☐ Approved with Modifications  
☐ Continued

Agenda Item No. 4 II

# Storey County Community Development



110 Toll Road ~ Gold Hill Divide  
P O Box 526 ~ Virginia City NV 89440

(775) 847-0966 ~ Fax (775) 847-0935  
CommunityDevelopment@storeycounty.org

To: Vanessa Stephens, Clerk's office  
Austin Osborne, County Manager

November 12, 2019  
Via Email

Fr: Ashley Mead

Please add the following item(s) to the **NOVEMBER 19, 2019**,

COMMISSIONERS Consent Agenda:

## **LICENSING BOARD FIRST READINGS:**

- A. Advanced Powder Coating & Sandblast** - General / 1203 Industrial Way ~ Sparks, NV
- B. Advanced Vacuum Services Inc.** - Contractor / 5174 W Base Road ~ Greensburg, IN
- C. Anchor Door Installs, LLC** - Contractor / 945 Spice Island Dr. Ste. C ~ Sparks, NV
- D. G&S Enterprises** - Contractor / 11595 Lemmon Dr. ~ Reno, NV
- E. Home Depot U.S.A, Inc.** - Contractor / 2455 Paces Ferry Rd. ~ Atlanta, GA
- F. Kennametal, Inc.** - General / 347 N. Taylor St. ~ Fallon, NV
- G. Oasis Air Conditioning & Heating** - Contractor / 1931 Grimes Street ~ Fallon, NV
- H. Rogers Machinery Company, Inc.** - General / 14650 SW 72<sup>nd</sup> Ave ~ Portland, OR
- I. W&W Steel Erectors, LLC** - Contractor / 1730 W. Reno ~ Oklahoma City, OK

Ec: Community Development  
Commissioner's Office

Planning Department  
Comptroller's Office

Sheriff's Office





# Storey County Board of County Commissioners

## Agenda Action Report

**Meeting date:** 11/19/19

**Estimate of time required:** 45 min.

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

1. **Title:** Discussion/Possible Action: Authorize the County Manager to approve a contract with Linda Ritter Consulting not to exceed \$20,000 to develop a county-wide and organizational strategic plan commencing in the fall of 2019.

2. **Recommended motion:** Based on the recommendation by staff, I [county commissioner] authorize the County Manager to approve a contract with Linda Ritter Consulting not to exceed \$20,000 to develop a county-wide and organizational strategic plan commencing in the fall of 2019.

3. **Prepared by:** Austin Osborne

4. **Department:** County Manager

**Telephone:** 775.847.0968

5. **Staff summary:** Building a Storey County strategic plan, complete with a vision and mission statement, goals and policies, will improve Storey County's ability to provide effective, efficient, and fiscally responsible public services to the residents, property owners, businesses, and other stakeholders throughout the county. The plan will be created through collaboration with the county's communities and stakeholders, its departments and associates, and its strategic partners. The plan is expected to commence in the fall of 2019 and be complete mid-year 2020.

6. **Supporting materials:** Draft contract and scope of work.

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

Funds Available:

Fund:

\_\_\_ Comptroller

8. **Legal review required:**

\_\_\_yes\_\_\_ 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

## INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is entered into the \_\_\_\_ day of \_\_\_\_\_, 2019, by and between Storey County ("the County") and Linda Ritter Consulting ("the Contractor").

1. Independent Contractor. Subject to the terms and conditions of this Agreement, the County hereby engages the Contractor as an independent contractor to perform the services set forth herein, and the Contractor hereby accepts such engagement.
2. Duties, Term, and Compensation. The Contractor's duties, term of engagement, compensation and provision for payment thereof shall be set forth in the proposal provided to the County by the Contractor which is attached as Exhibit A, which may be amended in writing from time to time, or supplemented with subsequent estimates for services to be rendered by the Contractor and agreed to by the County, and which collectively are hereby incorporated by reference.
3. Expenses. During the term of this Agreement, the Contractor shall bill and the County shall reimburse her for all reasonable and approved out-of-pocket expenses which are incurred in connection with the performance of the duties here under. Notwithstanding the foregoing, expenses for the time spent by Consultant in traveling to and from County facilities shall not be reimbursable.
4. Conflicts of Interest. The Contractor represents that she is free to enter into this Agreement, and that this engagement does not violate the terms of any agreement between the Contractor and any third party. During the term of this agreement, the Contractor shall devote as much of her productive time, energy and abilities to the performance of her duties hereunder as is necessary to perform the required duties in a timely and productive manner. The Contractor is expressly free to perform services for other parties while performing services for the County.
5. Termination. The County may terminate this Agreement at any time by 10 working days' written notice to the Contractor. In addition, if the Contractor is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directive of the County, is guilty of serious misconduct in connection with the performance here under, or materially breaches of this Agreement, the County at any time may terminate the engagement of the Contractor immediately and without prior written notice to the Contractor.
6. Independent Contractor. The Agreement shall not render the Contractor an employee of the County for any purpose. The Contractor is and will remain an independent contractor in her relationship to the County. The County shall not be responsible for withholding taxes with respect to the Contractor's compensation here under. The Contractor shall have no claim against the County hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.
7. Insurance. The Contractor will carry the following insurance coverages relative to any service that she performs for the County:

Errors and Omissions Coverage	\$1,000,000
Liability Insurance Coverage	\$1,000,000

8. Choice of Law. The laws of the state of Nevada shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.

9. Assignment. The Contractor shall not assign any of her rights under this Agreement, or delegate the performance of any of her duties hereunder, without the prior written consent of the County.

10. Notices. Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited in the United States mail as follows:

Contractor: Linda Ritter  
4250 Hobart Road  
Carson City, NV. 89703

County: Austin Osborne, County Manager  
Box 176  
Virginia City, NV. 89440

Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

11. Modification or Amendment. No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.

12. Entire Understanding. This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further in force and effect.


13. Unenforceability of Provisions. If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first written above. The parties hereto agree that facsimile signatures shall be as effective as if originals.

Storey County

Linda Ritter Consulting

By: \_\_\_\_\_  
Austin Osborne, County Manager

By:  \_\_\_\_\_  
Linda Ritter, Owner



## Linda Ritter Consulting

775.720.2982 [linda@PinyonNevada.com](mailto:linda@PinyonNevada.com) 4250 Hobart Road Carson City, NV. 89703

September 9, 2019

Austin Osborne, County Manager  
Storey County, Nevada  
Via email: [AOSborne@StoreyCounty.org](mailto:AOSborne@StoreyCounty.org)

Re: Contract Proposal - Storey County Strategic Plan Project

Dear Austin,

It was nice meeting with you last week to discuss your upcoming Strategic Plan Project. I have a passion for strategic planning for local government. It has been my experience that a well crafted strategic plan provides a tool for resource allocation decisions, insures cooperation among County staff and results in a system of accountability that can enhance the level of trust between the local government and the communities it serves.

Development of a strategic plan is best supervised by the County Manager and the Board of County Commissioners. Interface with the public is best done with local elected leaders and County staff. However, having technical and process assistance from a consultant with expertise in Strategic Planning and Performance Measurement can help move the process forward successfully.

I would like to offer the following Scope of Work for a Contract between Storey County and Linda Ritter Consulting, LLC:

### Services:

This proposal includes the following services. All of these services will be provided only upon the direction of the County Manager.

1. Assist with development and definition of the Strategic Planning Process.
2. Facilitate Strategic Planning workshops with the Board of County Commissioners, community groups and/or County staff.
3. Write staff reports and Strategic Plan component proposals.
4. Write components of the Strategic Plan.
5. Collect data and other information needed for the Strategic Plan.
6. Assist with the development of surveys and other public input tools.
7. Assist in the development of implementation processes and tools.

Budget:

The proposed budget is a not to exceed budget. The County Manager will assign work as needed. The hourly rate is \$85.

Process Development	40 hrs	\$ 3,400
Workshop / meeting preparation and attendance	90 hrs	\$ 7,650
Strategic Plan Writing	40 hrs	\$ 3,400
Implementation Development	50 hrs	\$ 4,250
	220 hrs	\$ 18,700

Timeline:

It is anticipated that the project will begin immediately upon approval of the contract for services. Public input portion of the project will begin after January 1, 2020. Substantial completion of the Plan is targeting for July 1, 2020. Development of the implementation plan, up to and including a full complement of performance measures will be completed by December, 2020.

Please do not hesitate to contact me with questions, comments or suggestions.

Best regards,

  
Linda Ritter



## Linda Ritter

775.720.2982   Lpritter@gmail.com   4250 Hobart Road   Carson City, NV. 89703

### Profile

Highly energetic and personable government professional with 30+ years of "in the trenches" experience in Nevada moving government organizations forward through the development of consensus with stakeholders, charting a course for the future and staying the course through consistent attention to direction. Talent for facilitating groups, developing teams and forming positive relationships throughout government organizations and with the public they serve. Demonstrated ability to develop a strategic planning process and move multiple interrelated organizations through implementation. Flexible and versatile - able to manage multiple projects and deadlines under pressure. Extensive experience acting as an agent for positive change within an organization.

### Work History

**OWNER, RITTER CONSULTING ASSOCIATES, INC. AND LINDA RITTER CONSULTING, LLC, 2010 - PRESENT**

Clients/projects included the following:

Carson City Airport

- Facilitated the development of the Airport's first Strategic Plan.

Storey County, Nevada

- Provided consulting services for the recruitment of a new County Manager.

Carson City Convention and Visitors Authority

- Served as Acting Director while recruiting for a new Director
- Facilitated the development of a Strategic Plan and Business Review Process

Western Nevada College

- As the community representative to their strategic planning group, facilitated the creation of the 2012 - 2018 Strategic Plan.

Consolidated Municipality of Carson City

- Consulted on the Strategic Plan and Performance Measurement System.

Downtown 2020 Committee

- Facilitated the development of the Downtown Revitalization Plan, presented and accepted by the Carson City Board of Supervisors. Also worked with property owners to support the creation of a Business Improvement District to support the new improved downtown.

**SPECIAL PROJECTS MANAGER, CONSOLIDATED MUNICIPALITY OF CARSON CITY - 2008 - 2010**

Developed a comprehensive Strategic Plan and Performance Measurement System for Carson City. Required working with multiple overlapping departments and implementing a software solution to manage the performance management system.

**CITY MANAGER, CONSOLIDATED MUNICIPALITY OF CARSON CITY – 2003 - 2008**

Chief Administrative Officer for the City of Carson City. Managed an organization of 500+ employees and a \$59 million budget. Implemented policies adopted by the elected Board of Supervisors.

**CITY MANAGER, CITY OF ELKO, NEVADA – 1997 - 2003**

Chief Administrative Officer for the City of Elko. Managed all aspects of the City, including operation of a commercial airport and regional landfill.

**ASSISTANT COUNTY MANAGER, ELKO COUNTY, NEVADA – 1991 - 1997**

Under the direction of the County Manager, supervised the financial, administrative and human services operations for Elko County.

## Experience

- Designed, facilitated and implemented an organization wide strategic plan.
- Implemented a strategy execution system through performance scorecards.
- Facilitated strategic planning sessions with non-profit organizations.
- Managed both a City and County organization of up to 550 employees.
- Coordinated day-to-day activities of multiple organizations towards common goals.
- Developed positive relations with civic groups, governing boards and the media.
- Managed a \$59 million annual budget.
- Developed plans for infrastructure development to accommodate future growth and sustained economic activity.
- Negotiated collective bargaining agreements with multiple employee groups.
- Facilitated focus group sessions on sensitive community issues, resulting in improved public policy.

## Education

University of Nevada - Reno; Bachelor of Science, Business Administration with emphasis on Economics, 1980.

## References

Ronni Hannaman, Executive Director, Carson City Chamber of Commerce (775) 882-1565  
Shelly Aldean, Eden Management (775) 885-8282



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/03/2019

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

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

<b>PRODUCER</b> Hiscox Inc 520 Madison Avenue 32nd Floor New York, NY 10022	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> (888) 202-3007 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> contact@hiscox.com																					
<b>INSURED</b>  Pinyon Pottery LLC 4250 Hobart Rd  Carson City NV 89703	<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>Hiscox Insurance Company Inc</td><td>10200</td></tr><tr><td>INSURER B:</td><td></td><td></td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Hiscox Insurance Company Inc	10200	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER F:																						

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below <input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			UDC-4030553-EO-19	01/03/2019	01/03/2020	Each Claim: \$ 1,000,000 Aggregate: \$ 1,000,000

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

**CERTIFICATE HOLDER****CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			UDC-4030553-CGL-19	01/03/2019	01/03/2020	EACH OCCURRENCE \$ 1,000,000
			DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000				
			MED EXP (Any one person) \$ 5,000				
			PERSONAL & ADV INJURY \$ 1,000,000				
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						GENERAL AGGREGATE \$ 2,000,000
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						PRODUCTS - COMP/OP AGG \$ S/T Gen. Agg.
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							EACH OCCURRENCE \$
							AGGREGATE \$
							PER STATUTE OTH-ER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

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AUTHORIZED REPRESENTATIVE

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## Storey County Board of County Commissioners Agenda Action Report

Meeting date: November 19, 2019

Estimate of time required: 15 minutes

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

1. **Title: FOR POSSIBLE ACTION:** Consideration and possible approval of second reading of Ordinance 19-302 establishing the position of Director of Security/Bailiff in the government of Storey County
2. **Recommended motion:** I \_\_\_\_\_ (Commissioner) move to approve the second reading of Ordinance No. 19-302
3. **Prepared by:** Keith Loomis
4. **Department:** District Attorney's Office **Telephone:** 847-0964
5. **Staff summary:** The Board of County Commissioners is authorized to employ security officers pursuant to NRS 244.167. Security officers have the powers of a peace officer when performing the duties prescribed for them by ordinance. See NRS 289.160. Bailiffs of justice courts have the powers of a peace officer if they are required to carry a weapon and make arrests. NRS 289.150(4). Ordinance 19-302 incorporates by reference the job description of the Director of Security/Bailiff describing the duties of the position and also requires that in the bailiff position this person is required to carry a weapon and make arrests. The purpose is to provide the Director of Security with the powers of a peace officer
6. **Supporting materials:** Proposed Ordinance 19-302; Job Description for Director of Security/Bailiff
7. **Fiscal impact:**  
Funds Available: \_\_\_\_\_ Fund: \_\_\_\_\_ Comptroller
8. **Legal review required:**  
\_\_X\_\_ 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. 8

**Bill No. 19-113**

**ORDINANCE NO. 19- 302**

Summary

An ordinance creating the position of Director of Security Bailiff and establishing the duties of that position.

Title

**An ordinance adding a new chapter to Title 2 of the Storey County Code creating the position of Director of Security/Bailiff and establishing the duties of that position**

**RECITALS**

**Whereas**, NRS 244.167 authorizes the Board of County Commissioners to appoint security officers; and

**Whereas**, NRS 289.160 provides that a security officer has the powers of a peace officer when carrying out duties prescribed by ordinance; and,

**Whereas**, bailiffs of the district and justice courts have the authority of peace officers pursuant to NRS 289.150(4) when required to carry weapons and make arrests; and,

**Whereas**, it is the intention of the Board of County Commissioners of Storey County that the Director of Security/Bailiff and any deputies appointed by him/her, if any, have the powers of a peace officers as security officers and/or as bailiffs of district and justice courts.

**NOW THEREFORE DOES** the Board of County Commissioners of the County of Storey, State of Nevada, ordain as follows:

A new Chapter consisting of sections 1-3 set forth below is hereby added to Title 2 of the Storey County Code to provide as follows:

**SECTION 1**

The position of Director of Security/Bailiff is hereby created within the government of Storey County. As Director of Security, the person holding this position is a security officer for Storey County.

## **SECTION 2**

The Director of Security is under the supervision and control of the county manager. When acting as the bailiff the person holding the position acts pursuant to the direction of the justice of the peace. The bailiff is required to carry a weapon and to make arrests.

## **SECTION 3**

The Director of Security/Bailiff has the duties set forth in the job description provided for "Director of Security/Bailiff" which is attached hereto and incorporated herein by this reference. This job description will remain attached to this ordinance and be located in the Storey County Clerk's office at 26 S. B Street in Virginia City, Storey County, Nevada and will be available for public review. It is also available on-line in the agenda packet for the meeting of the Board of County Commissioners of Storey County held on November 5, 2019.

Proposed on \_\_\_\_\_, 2019.

Proposed by Commissioner \_\_\_\_\_.

Passed on: \_\_\_\_\_, 2019

Vote:

Ayes: Commissioners

Nays: Commissioners

Absent: Commissioners

\_\_\_\_\_  
Marshall McBride, Chairman

Attest:

\_\_\_\_\_  
Vanessa Stephens, County Clerk

This ordinance shall be in force and effect from and after the \_\_\_\_\_ day of the month of \_\_\_\_\_ of the year 2019.

**Storey County Job Description**  
**Director of Security/Bailiff**

**Class Title:** Director of Security/Bailiff  
**FLSA Status:** Exempt  
**Represented Status:** Non-Represented  
**Created:** 02/19/16  
**Last Revised:** 11/19/19

**JOB SUMMARY**

Under general direction of the County Manager or his/her designee directs the County's security program to provide for the safety and security of people and property at County owned and operated facilities. While performing official security duties the incumbent will carry a weapon and have authority to make arrests when observing criminal conduct on County property or in County buildings in order to provide protection of employees and the public and the security of property and buildings.

Under general direction of the court judge, performs a variety of bailiff duties, including maintaining order in the courtroom, providing security to the presiding judge and others during court proceedings, locating persons for warrant services, and arresting persons under court order. While performing bailiff duties the incumbent will carry a weapon.

**DISTINGUISHING CHARACTERISTICS**

This is a P.O.S.T. Category II peace officer class that performs the full-range of County security functions and field enforcement support work for the County courts, with statewide jurisdiction. A position at this level exercises a high degree of independent judgment and authority, confidentiality, efficacy and leadership, and latitude interpreting and applying broad policies, ordinances, state law, and regulations. The consequence of an error in decisions is high. This class includes managing risk and supervising, scheduling, and assigning tasks to other staff in a highly confidential manner. The position includes proven ability to assume added responsibility, work independently, rapidly prioritize and execute multiple tasks, and meet demanding deadlines for the office and the County.

**EXAMPLES OF ESSENTIAL FUNCTIONS**

The duties listed below are examples of the work typically performed by an employee in this position. Performance of these functions is the reason the job exists. An employee may not be assigned all duties listed and may be assigned duties which are not listed below.

1. Executes warrants of arrest and other court orders as assigned by the court; interviews members of the public to obtain information used to locate individuals for warrant services; coordinates with law enforcement agencies for extraditions.
2. Protects all court personnel, attorneys, litigants, witnesses, and visitors in the courtroom; removes unruly persons from the courtroom at the direction of the judge.

3. Escorts subjects to and from the courtroom; assists officers in transporting detainees to and from the courtroom, holding cells, and vehicles; may assist in extraditing defendants held by other law enforcement agencies.
4. Opens and locks secured areas and facilities; sets up courtroom for operation; calls court-to-order; swears in witnesses and defendants for trial; secures evidence during trial; ensures potential witnesses are separated from jurors prior to and throughout trial; provides security screening of the courtroom and its occupants; and maintains appropriate decorum in court whenever court is in session.
5. Acts as a liaison between the judge, attorneys, courtroom staff, and the public in order to ensure the orderly conduct of court business.
6. Coordinates with Dispatch in gathering criminal background information and issuing warrants in order to provide security to the County and courts.
7. Administers breath and urinalysis tests per judge's orders.
8. Organizes own work, including road routes for warrant services.
9. Manages and administers County equipment, armed and unarmed security guards and monitoring services related to security, as required.
10. Provides security consultant services to all County offices and departments by analyzing physical security and protective measures of County facilities, formulating solutions, and implementing appropriate processes to mitigate potential consequences. Identifies and reports potential structural and health/safety risks to life or property within County facilities.
11. Develops, implements, and revises security standards, policies and procedures and incident response plans to protect individuals and properties against threats or violence.
12. Issues verbal warnings, detains individuals, and assists in investigating accidents and incidents when necessary to maintain security of County facilities.
13. Coordinates with staff and makes recommendations on installation and operation of existing and proposed security systems including facility alarms, closed circuit television, intrusion alarms, backup electrical support, emergency notifications, access control, keys and badging, and card access control.
14. Effectively represents the County security program to the general public, elected officials, and law enforcement.
15. Establishes, fosters and maintains effective working relationships with local law enforcement agencies, County staff, Boards and Commissions, and the general public.
16. Responds for back-up services upon specific request from local law enforcement agencies.
17. Works with local law enforcement to formulate strategic plans with findings of fact, and recommends goals, objectives, policies, and practices for safety and security for County sponsored events, including high-risk events, in the community; follows through on established plans and objectives; presents findings and

- recommendations to the County manager, department heads, County commission, and others.
18. Provides support to risk management teams; participates in the County safety committee; leads and coordinates programs as recommended by the safety committee; conducts periodic safety meetings with staff as required.
  19. Reviews regulatory training materials and proposals; coordinates visitors and outside service personnel to ensure compliance with policies and regulations.
  20. Responds to medical emergencies, bomb and firearm threats, alarms, and intrusions of County facilities; independently, or in conjunction with law enforcement/fire district, evacuates and shuts down jobs or worksites in the event of imminent danger or significant threat to safety or health.
  21. Maintains CPR, AED, and fire extinguisher training for all staff; maintains AED devices, first-aid kits, and fire extinguishers per Storey County Fire District requirements, as applicable.
  22. Handles and resolves various security related problems, complaints, and inquiries from the public, including conducting necessary research, answering correspondence, preparing reports, and performing other administrative tasks.
  23. Develops and maintains a department budget, and recommends budget expenditures in safety and security for the County and its departments; makes expenditures as related to the position.
  24. Maintains required certifications and licenses; attends and participates in professional group sessions; engages in continuous education, training, and other professional development; stays abreast on new laws, trends and innovations related to the field.
  25. As needed, may respond to call-out in emergencies, other than normal working hours. For example, may respond to and actively participate in Incident Command Systems (ICS); may provide assistance in the integration of facilities, equipment, personnel, procedures, and communications operating within a common organization ICS structure; may assist in coordinating responses among various jurisdictions and functional agencies, both public and private; and may assist in establishing common processes for planning and managing resources in the ICS; may assist departments on their emergency management and ICS plans.

## QUALIFICATIONS

### *Knowledge of*

1. Principles and practices of criminal law, rules of evidence, statistical analyses, and court terminology and proceedings
2. Law enforcement terminology and procedures
3. Principles, practices, techniques, and equipment used in law enforcement, pursuit upon judicial order, arrest and custody of defendants, and surveillance and alarms



4. Safe use and proper care of firearms
5. First-aid and CPR methods and procedures
6. Basic modern office equipment including, but not limited to, telephones, fax machines, and copiers; personal computer programs such as Microsoft Windows and Office; automated financial management systems; and other applicable programs and software; type at a rate sufficient to perform assigned duties
7. Techniques for efficient and cost-effective management of resources
8. Legal, ethical, and professional rules of conduct for public sector employees
9. Principles of confidential file management and record keeping
10. Statutes, regulations, and procedures applicable to assigned position
11. Correct English usage including grammar, punctuation, and vocabulary

*Ability to*

12. Work with and react appropriately with visitors, oftentimes in situations which may be verbally and/or physically confrontational
13. Read, interpret, and apply laws, regulations, and procedures; define problems, collect data, establish facts, draw valid conclusions, and provide recommendations based on findings of fact; interpret, apply, and explain complex federal, state, and local regulations, and organizational policies
14. Work effectively under the pressure of deadlines, conflicting demands, and emergencies; work effectively with co-workers, elected and appointed officials and bodies, and the public; gain cooperation through discussion and persuasion; gather and analyze quantitative and qualitative data and prepare appropriate reports; communicate clearly orally and in writing
15. Independently carry out special and ongoing projects; supervise the work of staff; analyze problems, identify alternative solutions and forecast consequences; recommend and approve best options and ensure that staff follows approved solutions
16. Observe and accurately recall names, faces, and descriptive characteristics
17. Make rapid, sound judgments with legal and procedural guidelines
18. Maintain accurate records and understand and follow oral and written directions
19. Work varied days, hours, and shifts as needed
20. Demonstrate positive attitude and progressive actions through the display of professionalism, courtesy, tact, punctuality, attendance, and discretion in all interactions with coworkers, supervisors, and the public; use common sense discretion with no supervision; remain safe, socially moral, lawful, affective, adaptive, and efficient
21. Continue education and training and remain current on latest policies and practices and required certifications

22. Supervise and lead subordinates and co-workers in a supportive and positive manner

## LICENSING, EDUCATION & OTHER REQUIREMENTS

1. Any combination of training, education, and experience that would provide the required knowledge and abilities. A typical way to gain the required knowledge and ability is:

Bachelor's Degree or equivalent from an accredited college or university in criminal justice, or related field; and at least 2 years of full-time professional experience developing and/or administering security programs or full-time field experience in a sworn peace officer position equivalent to a P.O.S.T. Category I or II position, of which one year was in a supervisory capacity;

**OR**

High school diploma or equivalent; and at least 5 years of full-time professional experience developing and/or administering security programs or full-time field experience in a sworn peace officer position equivalent to a P.O.S.T. Category I or II position, of which one year was in a supervisory capacity.

2. Must possess and maintain a valid Nevada P.O.S.T. Category I or II certification, which includes a criminal background check and medical/physiological exam.
3. Must possess and maintain CPR and First-Aid Certification within one year of hire.
4. Must possess and maintain a valid Nevada Class C Driver License.
5. Must be at least 21 years of age on date of hire.

## PHYSICAL REQUIREMENTS & WORKING ENVIRONMENT

The conditions and requirements described here are representative of those that must be met by an employee to successfully perform the essential functions of the job.

1. **Physical Requirements.** Strength, stamina, coordination, and balance to sit, stand, and walk for long periods, walk and run on uneven surfaces, bend, stoop, and reach; climb ladders, fences, and other obstacles, and run in pursuit of other individuals; physically restrain uncooperative and violent individuals; drive motor vehicles in high-speed pursuits without endangering others; move the weight of an inert or resisting human body more than 100 pounds; carry equipment and supplies that occasionally involve lifting 50 pounds; handle files and single pieces of paper; use keyboards, video display and computer terminals for extended periods; reach for items above and below desk level; maintain physical exertion under stress; remain alert in a confined space for extended periods. Vision to discern details in regular and low light; hearing to identify tone signals and perceive conversation and

activities by telephone and radio and through obstacles; coordination, vision, and strength for the accurate use of firearms; ability to deal emotionally with exposure to the consequences of facts of violence perpetrated against others.

*In compliance with applicable disability laws, reasonable accommodations may be provided for qualified individuals with a disability who require and request such accommodations. Incumbents and individuals who have been offered employment are encouraged to discuss potential accommodations with the employer.*

2. **Working Environment.** Generally works in office and courtroom conditions, but sometimes travels and works outdoors with limited exposure to conditions such as dust, fumes, noise, odors, heat, cold, rain, snow, and other weather conditions. Travels by motor vehicle and foot to various locations. May be subjected to stress dealing with detainees, persons under the influence of alcohol and drugs, emotional persons, and resistive and combative persons. May be personally subjected to the stress of exposure to dangerous persons and circumstances including combative, deceased, injured, and sick individuals and to individuals with communicable diseases. May require use of a firearm, and potentially be exposed to noise from firearms discharge in close proximity. Deals with high stress environments under continually changing circumstances and conditions.

**This class specification lists the major duties and requirements of the job and is not all-inclusive. Incumbent(s) may be expected to perform job-related duties other than those contained in this document and may be required to have specific job-related knowledge and skills.**

Effective the 19th day of November, 2019.

Upon approval the above language shall be amended into the Storey County Government Classification Plan.

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Austin Osborne  
County Manager

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Jen Chapman  
Administrative Officer



## Storey County Board of County Commissioners Agenda Action Report

Meeting date: 11/19/19

Estimate of time required: 30 min.

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

1. **Title: Discussion/Possible Action:** Approval of a successor franchise agreement to the 2009 franchise agreement between Storey County and Waste Management, Inc. (dba "Storey County Sanitation") for the collection of solid waste, except within the boundaries of the Canyon General Improvement District where a separate franchise agreement for solid waste collection already exists.
2. **Recommended motion:** In accordance with the recommendation by staff, I [commissioner] motion to approve a 5-year successor franchise agreement to the 2009 franchise agreement between Storey County and Waste Management, Inc. (dba "Storey County Sanitation") for the collection of solid waste in Storey County, except within the boundaries of the Canyon General Improvement District where a separate franchise agreement for solid waste collection already exists.
2. **Prepared by:** Austin Osborne
4. **Department:** County Manager **Telephone:** 775.847.0968
5. **Staff summary:** See Enclosure A: Staff Summary and Correspondence.
6. **Supporting materials:** The draft franchise agreement is posted on the county Planning Department website at: <https://www.storeycounty.org/517/Planning-Updates>. Comments and questions outside of the board meeting should be directed to the County Manager at 775.847.0968 or [aosborne@storeycounty.org](mailto:aosborne@storeycounty.org). Public comments will be discussed at the board meeting.
7. **Fiscal impact:** None on local government.  
Funds Available: \_\_\_\_\_ Fund: \_\_\_\_\_ Comptroller
8. **Legal review required:** \_\_\_\_\_yes\_\_\_ 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. 9

Enclosure A: Staff Summary and Correspondence

**A. Staff Summary**

On November 5 the Storey County Commission held a non-action public workshop to receive public comments on a draft successor franchise agreement to the existing 2009 franchise agreement for solid waste pickup in Storey County.

Comments and discussion between the board, county staff, and the public included non-mandatory pickup; service fees for residents and businesses, and discounts for seniors and senior-low-income groups; improving garbage truck access to certain areas in Lockwood; snow-day expanded access for the Highlands and VC; designated high-country staffing for the Highlands and VC; customer service and billing inquiry improvements; transfer station operation including accepting fluids and e-waste, and adding a recycling bin to the Highlands; free-dump vouchers; no-cost school district and county pickup service; including or excluding certain recyclables from the franchise such as loose recyclables and source-separate recyclables, including creation of a recycling franchise zone at the Tahoe-Reno Industrial Center; general franchise fees to the county; duration of a franchise agreement including 5, 8, and 10 year options with fee structures for each duration; and matters regarding other franchise agreements in the greater Reno-Sparks area.

The primary goal set forth by the Storey County commissioners is providing and improving waste pickup service to county residents and businesses at the lowest possible cost to those customers.

Storey County and Waste Management, Inc. have been negotiating a possible successor waste collection franchise agreement within the past year. The existing franchise agreement expires on November 31, 2019. Negotiations include, but are not limited to, the items listed above.

**Related materials have been posted on the Storey County website at**

**<https://www.storeycounty.org/517/Planning-Updates>** and periodically updated for public viewing and comment. Materials include working draft franchise agreements, comparison charts, and a map showing a segment of Canyon Way where a truck turn-around may be developed by the county pending approval by the Lockwood Community Corporation (LCC).

County staff recommends approval of a 5-year franchise agreement.

**B. Correspondence since 11/05/19 board meeting**

**Comment from Green Solutions Recycling 11/12/19**

*Hello,*

*On behalf of Green Solutions Recycling, I would please like to be kept informed about any upcoming workshops and meetings regarding the franchise agreement with Waste Management. Thank you for your time and assistance!*

*Best,*

*Melissa Reed*

**Comment from Nevada Recycling and Salvage on 11/07/19**

***From:*** *chris bielser [mailto:crbielser@yahoo.com]*

***Sent:*** *Thursday, November 07, 2019 9:24 AM*

***To:*** *Austin Osborne; Kris Thompson; lance personal; jay@armor-plate.com; marshal.mcbride@aol.com; Pat Pinjuv; Nate Lance; Eddie Lorton; Candice Bielser*

***Subject:*** *Re: Storey County proposed trash franchise*

*Chris Bielser*

*President - General Manager*

*Nevada Recycling and Salvage*

*1085 Telegraph St*

*Reno, NV 89502*

*775.322.5788*

*cbielsernrs@yahoo.com*

*On Thursday, November 7, 2019, 09:20:39 AM PST, chris bielser  
<crbielser@yahoo.com> wrote:*

*Please review attached documents. Your consideration is greatly appreciated!*

*Thank You!*

*Chris Bielser*

*President - General Manager*

*Nevada Recycling and Salvage*

*1085 Telegraph St*

*Reno, NV 89502*

*775.322.5788*

*cbielsernrs@yahoo.com*

***Attachment 1***

*Storey County NV*

*Proposed Trash Franchise*

*11/6/2019*

***Commercial Recycling issues detrimental to small haulers***

*1)The proposed franchise allows for Waste Management to collect commercial trash and comingled recyclables exclusively and requiring all other haulers to collect source separated*

*recyclables. Source separation puts a burden on customers because it will require much more labor and time to sort materials that can be easily sorted at NRS or WM facility on a sort line. This issue of singling out small hauler gives WM an unfair advantage in Storey County markets by easing labor expense on customer. Also, by having numerous bins (plastics 7 grades, paper, glass, cardboard, metal) for source separation traffic will be dramatically increased on roadways in Storey County which is already an issue at TRIC. This issue will also be an enforcement nightmare for Storey County per 2.3 of draft.*

*2) Customer choice essentially will be gone if franchise goes through as written. Kris Thompson verified this point. Numerous commercial customers in Storey County already have opted to use other providers than WM for various reasons. Storey County is far better off leaving recycling open to the limited few haulers that have processing capabilities in order to maintain a free market for recyclables and pay Storey County 8% of gross generated from materials. These haulers would be WM and Nevada Recycling & Salvage. Also see NV Supreme court case 44997 which is attached. See 2<sup>nd</sup> attachment "consideration"*

## **Attachment 2**

Storey County NV

Franchise Issues

11/6/19

### **Considerations/ Recommendations**

- 1)** *Extend current Franchise agreement for one year minimum with only change being increased franchise fee 8%. In best interest of Storey County citizens an RFP for trash service should be considered by County Commission during 1 year extension period. Nevada Recycling & Salvage et al is prepared to submit a bid for entire Storey County franchise. WM is substantially changing agreement which warrants an RFP so Storey County citizens and businesses get best deal.*
- 2)** *Create committee of County and industry to evaluate recycling program in Storey County.*
- 3)** *Let existing haulers operate as usual. Collect mixed commercial recyclables in Storey County.*
- 4)** *Separate commercial Franchise or Contract should be considered separating it from residential MSW and landfill operation. Due to lack of RFP at this time*
- 5)** *Any agreement should be drafted by Storey County. WM has history of writing Franchise agreements that leave many items open to interpretation. Prime example is the theory of source separation. This needs to be avoided at all costs. This proven to be true problem in City of Reno franchise causing large amount of grief for city staff and council.*
- 6)** *The lawsuit mentioned by Mr Lorton at last commissioner meeting, NV Supreme Court case 44997 is attached as well. This case clearly states that licensed trash haulers can provide rental equipment and operators to businesses and residents without violating potential franchise. NV Supreme Court has affirmed this. City of Sparks and Washoe County relied heavily on this decision when both municipalities opted out of commercial recycling and collection franchises when approached by WM.*
- 7)** *NRS agrees to deliver all green waste to Fulcrum Plant at TRIC.*

**Comment from Nevada Recycling and Salvage on 11/08/19**

*Gentlemen, I have brought GSR council in for review today.. Please see below*

*Chris Bielser  
President - General Manager  
Nevada Recycling and Salvage  
1085 Telegraph St  
Reno, NV 89502  
775.322.5788  
[cbielsernrs@yahoo.com](mailto:cbielsernrs@yahoo.com)*

*----- Forwarded Message -----*

*From: Chase Whittemore <[chase@argentumnv.com](mailto:chase@argentumnv.com)>  
To: chris bielser <[crbielser@yahoo.com](mailto:crbielser@yahoo.com)>  
Cc: Pat Pinjuv <[patp@pinecrestconstruction.net](mailto:patp@pinecrestconstruction.net)>  
Sent: Friday, November 8, 2019, 12:46:49 PM PST  
Subject: Re: storey county battle*

*Just a quick review of the first couple pages looks like WM wrote it precisely to not allow GSR. It's very expressly written: definitely no competition in the recycling market.*

*Chase Whittemore, esq.  
Attorney-Lobbyist  
Argentum Law*

*On Nov 8, 2019, at 12:22 PM, chris bielser <[crbielser@yahoo.com](mailto:crbielser@yahoo.com)> wrote:*

*Chase Storey County is working with us and WM for new franchise. Can you review and determine what it should say to allow GSR to collect comingled recyclables in the county.*

*Chris Bielser  
President - General Manager  
Nevada Recycling and Salvage  
1085 Telegraph St  
Reno, NV 89502  
775.322.5788  
[cbielsernrs@yahoo.com](mailto:cbielsernrs@yahoo.com)*

*----- Forwarded Message -----*

*From: chris bielser <[crbielser@yahoo.com](mailto:crbielser@yahoo.com)>  
To: candice bielser <[cbielser47@gmail.com](mailto:cbielser47@gmail.com)>  
Sent: Friday, November 8, 2019, 10:53:15 AM PST  
Subject: latest*

*Chris Bielser  
President - General Manager  
Nevada Recycling and Salvage  
1085 Telegraph St*



Reno, NV 89502  
775.322.5788  
[cbielsernrs@yahoo.com](mailto:cbielsernrs@yahoo.com)

<franchise2.pdf>

**Comment from Nevada Recycling and Salvage on 11/08/19**

Austin can you please notify me when the next franchise workshop will be held.  
Thank you. Have a great weekend

Chris Bielser  
President - General Manager  
Nevada Recycling and Salvage  
1085 Telegraph St  
Reno, NV 89502  
775.322.5788  
[cbielsernrs@yahoo.com](mailto:cbielsernrs@yahoo.com)

*End of correspondence.*



## Storey County Board of County Commissioners Agenda Action Report

Meeting date: 11/19/19

Estimate of time required: 5 min.

Agenda: Consent ☐ Regular agenda ☒ Public hearing required ☒

1. **Title: Discussion/Possible Action:** 2019-048 Consideration and Possible Action of Grant of Non-Exclusive Easement for Access and Utilities in a portion of the Electric Avenue Right of Way to Eagle CPT II LLC, 550 Milan, located in McCarran, Storey County, Nevada.
2. **Recommended motion:** In accordance with the recommendation by staff, I [commissioner] move to approve a Grant of Non-Exclusive Easement for Access and Utilities (2019-048) in a portion of the Electric Avenue Right of Way to Eagle CPT II LLC, 550 Milan, located in McCarran, Storey County, Nevada.
3. **Prepared by:** Lyndi Renaud
4. **Department:** Planning **Telephone:** 775.847.1144
5. **Staff summary:** See documents. Easement reviewed by Planning, Public Works and Chief Deputy D.A. Loomis.
6. **Supporting materials:** See attached non-exclusive grant of easement 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. 10

**A.P.N: 005-111-22**

Recording Requested by:  
Eagle CPT II, LLC.

After Recordation Return To:  
Eagle CPT II LLC  
c/o Washington Capital Management  
1200 Sixth Avenue, Suite 700  
Seattle, WA 98101

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**NON-EXCLUSIVE GRANT OF EASEMENT FOR ACCESS AND UTILITIES**

**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 **EAGLE CPT II, LLC**, a Nevada 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 street and utility improvements, including without limitation, paving, curb, gutter, gas, electric, water, sewer, telephone, storm drain, ditches and culverts and cable TV (the "Improvements"), 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 the Easement Area;
2. Grantee shall bear the entire cost and expense of installing and maintaining said Improvements 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 Improvements, 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 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.
6. 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.
7. 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 Easement Area 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:**

**Eagle CPT II, LLC**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_

Storey County District Attorney

By: \_\_\_\_\_

**ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_ as \_\_\_\_\_ of EAGLE CPT II, LLC, a Nevada 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 STOREY COUNTY, a political subdivision of the State of Nevada.

\_\_\_\_\_  
Notary Public

## EXHIBIT A

The following describes an easement situated within a portion of the Northeast 1/4 of Section 1, T.19 N., R.22 E., M.D.M., County of Storey, State of Nevada, being a portion of Electric Avenue (Formerly Portofino Avenue) as dedicated to Storey County per Doc. No. 110596, Official Records of Storey County, Nevada, more particularly described as follows:

**BEGINNING** at an angle point on the southerly line of Parcel 2009-1 as shown on Record of Survey File No. 111108, also being the northerly right-of-way of said Electric Avenue, said point bears S 58°36'24" E a distance of 614.68 feet from the southwesterly corner of said Parcel 2009-1;

Thence from said **Point of Beginning**, leaving said southerly line of Parcel 2009-1, along the northerly line of said Electric Avenue, S 58°36'24" E a distance of 8.88 feet;

Thence, leaving said northerly line of Electric Avenue, the following Ten (10) arcs, courses and distances;

- 1) Thence, along a curve to the right, having a tangent bearing of S 01°16'57" W, a radius of 40.00 feet, a delta angle of 54°07'36", a distance of 37.79 feet;
- 2) Thence, along a reverse curve to the left, having a radius of 114.00 feet, a delta angle of 25°43'07", a distance of 51.17 feet;
- 3) Thence, along a reverse curve to the right, having a radius of 30.00 feet, a delta angle of 93°36'47", a distance of 49.02 feet;
- 4) Thence, N 58°36'39" W a distance of 9.27 feet;
- 5) Thence, along a curve to the left, having a tangent bearing of S 58°36'24" E, a radius of 30.00 feet, a delta angle of 104°31'04", a distance of 54.73 feet;
- 6) Thence, N 16°52'32" E a distance of 30.46 feet;
- 7) Thence, along a tangent curve to the left, having a radius of 40.00 feet, a delta angle of 75°29'06", a distance of 52.70 feet;

**EXHIBIT A (cont.)**

- 8) Thence, N 58°36'34" W a distance of 50.07 feet;
- 9) Thence, along a curve to the left, having a tangent bearing of S 58°36'34" E, a radius of 120.00 feet, a delta angle of 30°04'16", a distance of 62.98 feet;
- 10) Thence, S 88°40'50" E a distance of 7.72 feet, to a point on the northerly line of said Electric Avenue;

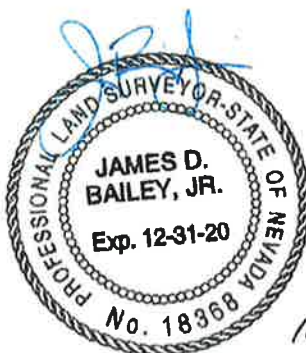
Thence, along said northerly line of Electric Avenue, S 58°36'24" E a distance of 39.84 feet, to the **Point of Beginning**.

CONTAINING: 3,527 square feet of land, more or less.

See drawing Exhibit attached hereto, and made a part hereof.

BASIS OF BEARINGS: Nevada State Plane coordinated system, West Zone (NAD 83/94).

James D. Bailey, Jr.  
P.L.S. 18368



10/23/2019

PREPARED BY THE FIRM OF  
**MERIDIAN SURVEYING & MAPPING, INC.**  
8725 TECHNOLOGY WAY, STE. C2  
RENO, NV. 89521



## EXHIBIT B

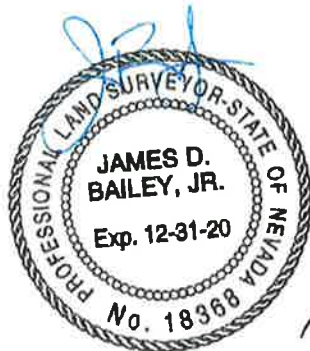
That portion of the Northeast 1/4 of Section 1, T.19 N., R.22 E., and a portion of the Northwest 1/4 of Section 6, T.19 N., R.23 E., M.D.M., Storey County, State of Nevada, more particularly described as follows:

Being Parcel 2009-1 as shown on that "Record Of Survey For Eagle CPT, LLC", recorded in the office of the Storey County Recorder, May 4, 2009, as Document No. 111108, Official Records of Storey County, Nevada, and as described by Deed conveyed in the office of the Storey County Recorder, May 4, 2009, as Document No. 111109, Official Records of Storey County, Nevada

TOTAL CONTAINING: 31.82 acres of land, more or less.

BASIS OF BEARINGS: Nevada State Plane coordinated system, West Zone (NAD 83/94).

James D. Bailey, Jr.  
P.L.S. 18368



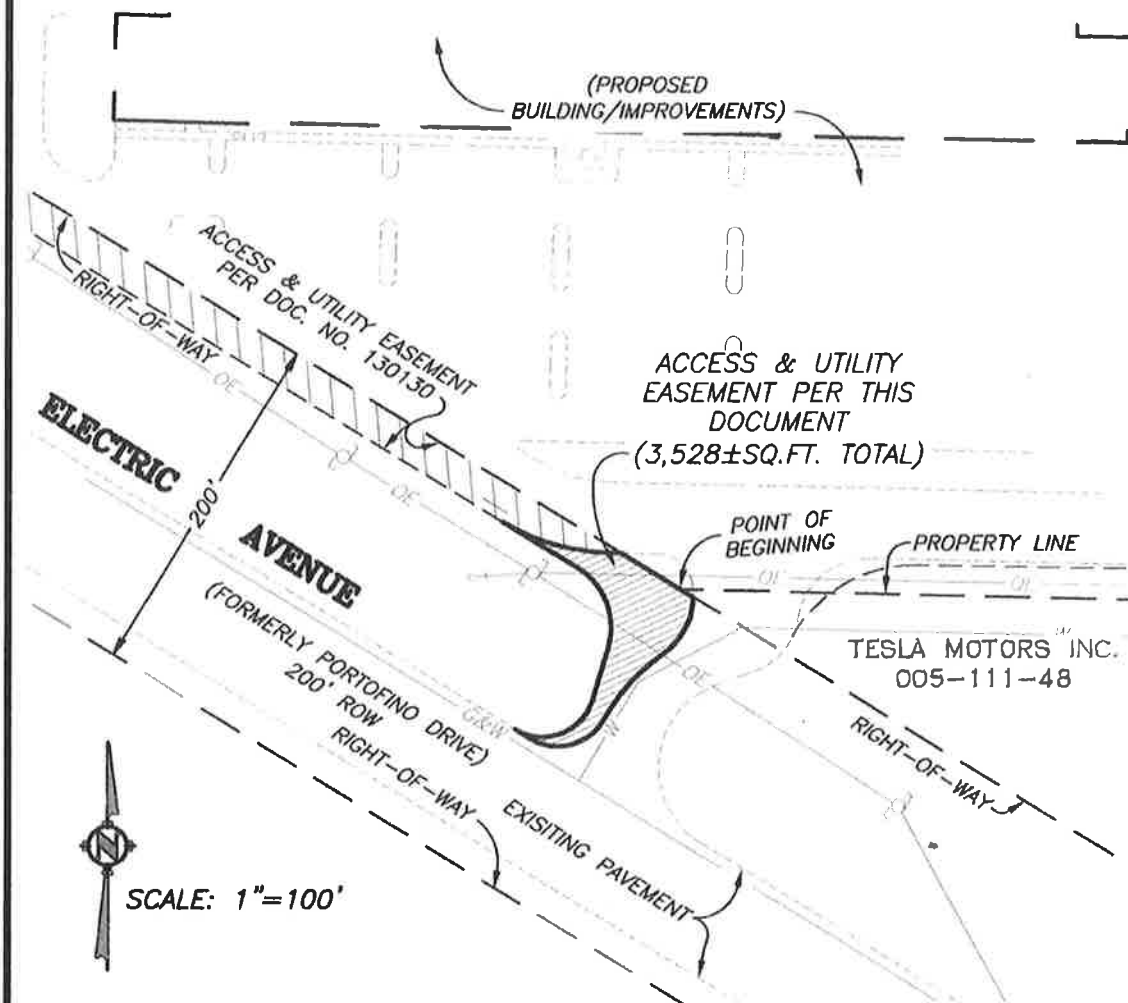
10/23/2019

PREPARED BY THE FIRM OF  
**MERIDIAN SURVEYING & MAPPING, INC.**  
8725 TECHNOLOGY WAY, STE. C2  
RENO, NV. 89521

### LEGEND

G&W UNDERGROUND GAS AND WATER LINE (APPROX.)  
OE OVERHEAD ELECTRIC/PHONE

EAGLE CPT II, LLC  
PARCEL 2009-1  
ROS 111108  
APN: 005-111-22  
550 MILAN DRIVE

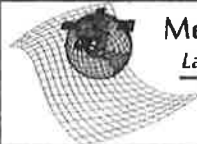


### EXHIBIT DEPICITON

GRANT OF ACCESS EASEMENT  
PORTION OF ELECTRIC AVE.

DRAWN BY: JDB

DATE: OCT 2019



Meridian Surveying & Mapping, Inc.  
Land, Construction and Boundary Surveys

8725 Technology Way, Reno, NV 89521  
(775) 690-4194



## Storey County Board of County Commissioners Agenda Action Report

Meeting date: November 19, 2019

Estimate of time required: 15 minutes

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

1. **Title: FOR POSSIBLE ACTION:** Continued discussion and possible action regarding whether to opt out or remain in the Negotiation Class in the *In re National Prescription Opiate Litigation*, Case No. 1:17-md-2804 pending in the United States District Court for the Northern District of Ohio.
2. **Recommended motion:** I \_\_\_\_\_ (Commissioner) move to
3. **Prepared by:** Keith Loomis
4. **Department:** District Attorney's Office **Telephone:** 847-0964
5. **Staff summary:** This matter has been continued from the meeting of November 5, 2019 in order to obtain further information. The County has received an exclusion request form regarding participation in an opioid litigation case pending in federal court in Ohio. The judge presiding over the case has created a class of litigants which includes all cities and counties in the United States known as the Negotiation Class. Participation in the class is voluntary. The form provided allows the County to withdraw from the class if it chooses to do so. The function of the class is to approve or reject possible settlements of the litigation. It is estimated that if Storey County remains in the class and a billion dollar settlement is approved, that the County's share of the settlement would be approximately \$10,500.00. There are a number of cities and counties in Nevada which have commenced their own opioid litigation through the Eglet Adams law firm in Las Vegas. There is some information available that under the proposed method of distributing settlement funds, that rural counties and cities will be disfavored as against cities and counties with large populations. Accordingly there is some reason to believe that opting out of the Negotiation Class and pursuing separate litigation would result in a larger award to the County. . The County is not presently pursuing opioid litigation, but Eglet Adams is willing to pursue the litigation on behalf of the County at no cost to the County. The last day to withdraw from the class is November 22, 2019. It is possible that Mr. Hy, a lawyer in the Eglet Adams law firm, will be available to explain the possible involvement of his firm in representing Storey County in opioid litigation if the County chooses to opt out of the Negotiation Class
6. **Supporting materials:** Exclusion Request Form; e-mail from Dagny Stapleton; e-mail from Keith Loomis; sample retainer agreement from Eglet Adams

7. **Fiscal impact:**

Funds Available:

Fund:

\_\_\_\_\_ Comptroller

8. **Legal review required:**

  X   District Attorney

8. **Reviewed by:**

\_\_\_\_\_ Department Head  
\_\_\_\_\_ County Manager

Department Name:

Other agency review: \_\_\_\_\_

9. **Board action:**

☐ Approved  
☐ Denied

☐ Approved with Modifications  
☐ Continued

Agenda Item No. | \

Good Morning Commissioner Gilman and Austin ~

Hope you both are well. Wanted to make sure you were both aware of the issue outlined below. I announced it at NACO Board but wanted to make sure you guys had all the info as action is needed quickly.

Call me if you need more.

A recent decision in federal court created a "Negotiation Class" for the ongoing opioid lawsuits and your county has been included. What this means is that this litigation is now like a class action lawsuit and all affected entities are included as plaintiffs. So every city and county in the US are now a part of this lawsuit whether you wanted to be or not.

The important thing for you to know about this, an addition to that it is happening, is that you can opt out if you want. However, the window to opt out is short - your county must take official action to do so by **November 22nd**. If you go to the following website you will find all of the information that you need about the Negotiation Class and the process for opting out: <https://www.opioidsnegotiationclass.info/>

I would suggest considering two factors regarding opting out:

1) If you choose to stay in the Negotiation Class, then any other opioid lawsuit you are a party to will become void. So, if you were to chose to file in State court (the other local jurisdictions, as well as the State, have all chosen to file in state versus federal - in part because they believe that both the leverage and amount of potential settlement is greater in a state case) your lawsuit and any access to that settlement would be void.

2) If you choose to stay in the Negotiation Class and not opt out you will be eligible for a settlement; however, that amount is not large. You can see an estimate of the dollar amount of the settlement for your county here: <https://allocationmap.iclaimsonline.com/>

Please don't hesitate to reach out to me - I would be happy to share any other info that I have with you. Again, **your decision to opt out of this lawsuit is time sensitive - your county must take official action by November 22nd. I would recommend sharing this information with your DA.**

~ Dagny

Dagny Stapleton  
Executive Director  
Nevada Association of Counties

304 South Minnesota Street  
Carson City, NV 89703  
[\(775\) 883-7863](tel:7758837863) office  
[\(775\) 848-8004](tel:7758488004) cell  
[dstapleton@nvnaco.org](mailto:dstapleton@nvnaco.org)

On Oct 17, 2019, at 9:47 AM, Keith Loomis <[kloomis@storeycounty.org](mailto:kloomis@storeycounty.org)> wrote:

Austin:

A number of Nevada Cities and Counties have retained the Eglet Adams law firm in Las Vegas to represent them in opioid litigation against a number of opioid manufacturers. Those cities and counties are

1. Carson City
2. Churchill County
3. Clark County
4. Douglas County
5. Esmeralda County
6. Humboldt County
7. Lincoln County
8. Washoe County
9. City of Henderson
10. City of Las Vegas
11. City of North Las Vegas
12. City of Reno
13. City of West Wendover

In a news article about Churchill County, it was reported that the law firm is financing the litigation without resort to county taxpayer resources. To my knowledge, Storey County was not approached to participate in that litigation. Unless the County is inclined to join in the pending litigation, it does not appear that we have a reason to opt out of the Negotiation Class litigation.

Keith Loomis  
Deputy District Attorney  
Storey County District Attorney's  
Office  
P.O. Box 496, 201 South C Street  
Virginia City, NV 89440  
(775) 847-0964



**IF YOU WANT TO EXCLUDE YOUR COUNTY OR CITY  
YOU MUST ACT BY NOVEMBER 22, 2019**

**EXCLUSION REQUEST FORM**  
**Read Information on Page 1 carefully before signing**

Having read and understood the information on page 1, the County or City **(circle one)** entitled \_\_\_\_\_ in the State of \_\_\_\_\_ hereby excludes itself from the Negotiation Class certified by the United States District Court in the Northern District of Ohio in *In re National Prescription Opiate Litigation*, MDL 2804. Under penalty of perjury and in accordance with 28 U.S.C. § 1746, I declare that I am an official or employee authorized to take legal action on behalf of my County or City.

Signature: \_\_\_\_\_

Print name: \_\_\_\_\_

Title: \_\_\_\_\_

City or County Represented: \_\_\_\_\_ (Circle one): City / County

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Date: \_\_\_\_\_

**BY NOVEMBER 22, 2019**

**EMAIL TO:**

**OR SEND BY  
FIRST CLASS MAIL TO:**

info@OpioidsNegotiationClass.info

NPO Litigation  
P.O. Box 6727  
Portland, OR 97228-6727

**30. Under this proposal, what happens to my County or City's current fee agreement with outside counsel?**

The current fee agreement that a county or city has with its outside counsel remains in effect. Membership in the Negotiation Class does not change that. In the event of any settlement that achieves Class and Court approval, there would be a "Private Attorneys Fund" from which outside counsel for Class Members that had signed retainer agreements for opioid epidemic-related litigation before June 14, 2019 could apply for fees and costs in lieu of any current fee agreement. That would be a voluntary decision between the county or city and its outside counsel. A total of up to 10% (maximum) of any approved Class settlement amount will be held in the Private Attorneys Fund. Any unawarded amount remaining in this Fund would revert to the Class. The Court must approve all payments from this Fund.

**GETTING MORE INFORMATION**

**31. How can my County or City keep up with what's going on in this case?**

Pertinent news and information will be posted at the Class website, **[www.OpioidsNegotiationClass.info](http://www.OpioidsNegotiationClass.info)** on an ongoing basis. As a Class Member, you also will have the opportunity to sign up, through the Class website, for email notices alerting you to the fact that new information has been posted to the Class website.

**DO NOT WRITE OR CALL THE COURT OR THE  
CLERK'S OFFICE FOR INFORMATION**

DATE: September 11, 2019.



**21. What happens if a county and its constituent cities make different decisions about staying in the Class?**

- If a county and all of its constituent cities remain in the Class, each entity's share will be determined as explained in FAQ 20.
- If a county remains in the Class, but one or more cities within the County are not in the Class, there are a variety of ways that a Class settlement might address that situation, but it is possible that a Class settlement would require that the County's allocation be reduced.
- If a county is not in the Class, but cities within that county remain in the Class, there are a variety of ways a Class settlement might address that situation. One possibility is that a city would receive no direct monetary allocation because its county has opted out, but that it could seek monetary relief through the Special Needs Fund (see FAQ 24). If a settlement provides a city no possibility of monetary relief because its county has opted out, Class Counsel anticipates the city would not be required to release its claims against the settling Defendant.

**22. If there is a settlement between a Defendant and a State or States, what impact will this Negotiation Class have on the division of monies between a State and the cities and counties within the State?**

The Negotiation Class process does not interfere with a Defendant's ability to settle directly with one or more States. If a Defendant reaches a settlement directly with a State, nothing about this Negotiation Class process would affect the distribution of those settlement funds between the State and its own cities or counties. The Court has explicitly ordered that the Class's lawyers not involve themselves or the Class in the process of allocating monies secured by States between themselves and their counties and cities.

**23. Will Negotiation Class Representatives receive anything more than other Class Members?**

Negotiation Class Representatives do not receive preferential treatment under any settlement simply for serving as Class Representatives. Their allocation will be calculated in precisely the same manner as every other Class Member's. However, they can apply to the Court for reimbursement of costs and expenses incurred by reason of serving as Class Representatives. Also, courts often award a modest amount to Class Representatives, called an incentive or service award, so as to encourage Class Representatives to step forward on behalf of others. Any such awards are subject to Class notice and Court approval.

**24. What is the Special Needs Fund?**

Fifteen percent (15%) of any Class settlement fund will be put into the "Special Needs Fund." Any Class Member may apply for a distribution from the Special Needs Fund: (1) to recover its costs of litigating its own opioids lawsuit, if that case was filed before June 14, 2019; and/or (2) to obtain additional relief for any local impact of the opioids crisis that is not captured by the Class Member's allocation. Applications will be made to and approved by a court-appointed Special Master, on a case-by-case basis. Any unawarded amount remaining in this Special Needs Fund would revert to the Class.

## **YOUR RIGHTS AND OPTIONS**

**25. Can my county or city exclude itself from the Negotiation Class?**

Yes. You have a **one-time** opportunity to exclude your county or city from the Class and you must do so before November 22, 2019. You must follow the procedure set forth in FAQ 26 below to

**Questions? Visit [www.OpioidsNegotiationClass.info](http://www.OpioidsNegotiationClass.info)**

will likely not be able to exclude yourself from the Class at that time. An objection explains your concerns to the Court for its consideration but does not remove you from the Class.

#### **17. How long will the Negotiation Class last?**

The Negotiation Class will last for 5 years from the date it is certified by the Court. The Court certified the Class on September 11, 2019 and the Negotiation Class will last until September 11, 2024. After that date, the Class will not exist as an entity with which a Defendant can negotiate. However, the Negotiation Class will continue to exist with regard to: (1) any Class settlements presented to the Negotiation Class for a vote before that date, to carry out the voting and approval process; and (2) any Class settlements reached before that date, to complete settlement administration and enforcement.

### **VOTING**

#### **18. If there is a proposed Class settlement, how will the voting be done?**

Each Class Member will vote only once on any particular Class settlement proposal. The vote will simply be yes-or-no, in favor of or against the proposed settlement. Class Members that do not vote will not be counted as either yes or no votes; as with an election for government office in the United States, the only votes that are counted are those of the voters who actually cast votes. Class Members' votes will be tabulated mechanically within each applicable voting pool, to make sure that 75% of each pool is in favor of the proposed settlement before it is presented to the Court. The voting pools are described in FAQ 19. Voting tabulation does not require any effort by the Class Members. The requirement of 75% support of voting Class Members across the different voting pools ensures that no settlement will go forward without a wide cross-section of support from cities and counties of all sizes and interests.

#### **19. If there is a proposed Class settlement, how many votes are needed to approve it?**

The agreement to be bound by a supermajority vote means that no settlement can be reached that would bind the Negotiation Class without the approval of 75% of the voting Class Members, defined in several ways. To be binding, 75% of those voting in each of the following six categories must approve a proposed settlement:

- 75% of the total number of voting Class Members that had filed suit as of June 14, 2019 ("litigating entities"). This number is based on all individual Class Members who had suits on file regardless of size, so that each voting entity has one vote;
- 75% of the total number of voting Class Members that had not filed suit as of June 14, 2019 ("non-litigating entities"). This number is based on all individual Class Members who had not filed suit, regardless of size, so that each voting entity has one vote;
- 75% of the total population of all voting Class Members that had filed suit as of June 14, 2019. For this computation, the vote of the county or city is weighted according to its population, with each person in a voting city and each person in a voting county equal to one vote. Thus, by way of example, if a county votes yes and has a population of 20,000, and a city within the county votes yes and has a population of 10,000, the county's vote is weighted as 20,000 votes in favor, and the city's vote is recorded as 10,000 votes in favor. The population for each County or City will be based on current census data. The current data is presented on the Class website, [www.OpioidsNegotiationClass.info](http://www.OpioidsNegotiationClass.info). Individual residents in this category may be counted twice, once as a resident of a municipality, and once as a resident of a county;

**Questions? Visit [www.OpioidsNegotiationClass.info](http://www.OpioidsNegotiationClass.info)**

## WHO IS IN THE CLASS

### 9. What entities are included in the Negotiation Class?

The Negotiation Class is defined as:

**All counties, parishes, and boroughs (collectively, “counties”); and all incorporated places, including without limitation cities, towns, townships, villages, and municipalities (collectively “cities”).**

**A complete current list of Class Members is available at [www.OpioidsNegotiationClass.info](http://www.OpioidsNegotiationClass.info). The list may be updated as the Court may order.**

The terms “counties” and “cities” are used only as shorthand. The Class includes political subdivisions with other names, such as parishes, villages, towns, townships, etc. The list of Class Members was devised primarily from the U.S. Census Bureau lists of governmental entities that provide services to their residents. Check the Cities and Counties lists posted on the Class website to confirm whether you are a Negotiation Class Member.

### 10. Are counties and cities with state court-filed actions considered part of the Negotiation Class?

Yes. Counties and cities that sue in state court are Members of this Negotiation Class, with the option to opt out. However, nothing about Membership in the Negotiation Class interferes with the rights of any federal or state court plaintiffs to proceed with their own cases for litigation, trial, or individual settlement. Only if and when a Class settlement has been reached, has been approved by 75% of the voting Class Members as described in FAQ 19, and has been approved by the Court, would Class Members lose their ability to proceed on their own, in exchange for the settlement benefits that they would receive.

### 11. Will the Negotiation Class end the opioid litigation that my County or City has filed?

Not now and only if a Class settlement is later reached and approved. Your county’s or city’s Membership in the Negotiation Class will not immediately affect any opioid suit it has filed, whether in federal or state court. It also will not stop your county or city from filing or pursuing a lawsuit, and it will not affect any scheduled hearings or trials in any lawsuit. However, if there is a final Class settlement, approved by the required 75% of the voting Class Members and by the Court, the final settlement will likely end all other opioids-related litigation brought by Class Members. In the meantime, you do not need to opt out of the Class to file, continue to prosecute, or settle your own case, and you may keep any settlement or judgment you obtain. If any county or city obtains a judgment or settlement with a Defendant before the Negotiation Class does, however, it will not receive additional compensation through any later Negotiation Class settlement. But by remaining in the Class, your county or city does risk foregoing its own lawsuit (although it would obtain money from a Class settlement) if a Class settlement is reached and approved.

### 12. How does the Negotiation Class affect other types of opioid plaintiffs that are not counties or cities?

The Negotiation Class does not directly affect the litigation or settlement of the claims of other types of plaintiffs, such as Indian Tribes, third party payors, and others, that are proceeding in federal or state courts. These plaintiffs can organize themselves as groups or propose their own Classes, for trial or settlement purposes.

**Questions? Visit [www.OpioidsNegotiationClass.info](http://www.OpioidsNegotiationClass.info)**

## BASIC INFORMATION

### 1. Why is a Negotiation Class being formed? What is its purpose?

The purpose of the Negotiation Class is to create a cohesive group of cities and counties to negotiate Classwide settlements, on a voluntary basis, with Defendants who make, distribute, or sell opioids nationwide. Class Representatives and Class Counsel will represent the Negotiation Class. Class Members will vote on any Class settlement proposal. If 75% of those Class Members who vote (as described in FAQ 18 and 19 below) support a proposed Settlement, Class Counsel will ask the Court to approve it. The ultimate purpose of the Negotiation Class is to make settlement easier to obtain.

### 2. Is this the first Negotiation Class Action?

Yes. This is a new use of the Class action mechanism under Federal Rule of Civil Procedure 23, reflecting the unique nature of the national opioids litigation. Unlike any mass litigation before, thousands of cities and counties nationwide are pursuing claims against major defendants. The goal is to recover money to help fight the opioids epidemic, provide prevention and treatment services going forward, and change Defendants' practices.

### 3. Why use a Class mechanism?

Joining all cities and counties together as a Negotiation Class gives them maximum negotiating power, makes the negotiation of comprehensive settlements a more practical process, enables Defendants to know the group with which they are negotiating, and enables Class Members to vote on resulting settlement offers.

### 4. Who are the Class Representatives?

The Court has authorized the following 49 counties and cities to serve as the Negotiation Class's Class Representatives: (1) County of Albany, New York; (2) City of Atlanta, Georgia; (3) Bergen County, New Jersey; (4) City of Baton Rouge/East Baton Rouge Parish, Louisiana; (5) Broward County, Florida; (6) Camden County, New Jersey; (7) Cass County, North Dakota; (8) City of Chicago, Illinois; (9) Cobb County, Georgia; (10) City of Concord, New Hampshire; (11) Cumberland County, Maine; (12) City of Delray Beach, Florida; (13) Denver, Colorado; (14) Escambia County, Florida; (15) Essex County, New Jersey; (16) County of Fannin, Georgia; (17) Franklin County, Ohio; (18) Galveston County, Texas; (19) County of Gooding, Idaho; (20) City of Grand Forks, North Dakota; (21) County of Hennepin, Minnesota; (22) City of Indianapolis, Indiana; (23) County of Jefferson, Alabama; (24) Jefferson County/City of Louisville, Kentucky; (25) Jersey City, New Jersey; (26) Kanawha County, West Virginia; (27) King County, Washington; (28) City of Lakewood, Ohio; (29) City of Los Angeles, California; (30) City of Lowell, Massachusetts; (31) City of Manchester, New Hampshire; (32) Maricopa County, Arizona; (33) Mecklenburg County, North Carolina; (34) The Metropolitan Government of Nashville and Davidson County, Tennessee; (35) Milwaukee County, Wisconsin; (36) Monterey County, California; (37) City of Norwalk, Connecticut; (38) County of Palm Beach, Florida; (39) Paterson City, New Jersey; (40) City of Phoenix, Arizona; (41) Prince George's County, Maryland; (42) Riverside County, California; (43) City of Saint Paul, Minnesota; (44) City of Roanoke, Virginia; (45) County of Rockland, New York; (46) City and County of San Francisco, California; (47) County of Smith, Texas; (48) County of Tulsa, Oklahoma; and (49) Wayne County, Michigan.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT</b>	
<p><b>STAY IN THE CLASS</b></p> <p><b>REQUIRES NO ACTION</b></p>	<p><b>Stay in the Class. Await the negotiation outcome, but retain the right to pursue your own lawsuit in the meantime. Give up certain rights if a Class settlement is reached and approved by the Class and Court, but get a share of any Class settlement.</b></p> <p>By taking no action in response to this Notice, you remain in the Class. As a Class Member, you will still retain your right to pursue your own case unless and until any possible Class settlement is approved by the Court. As a Class Member, you have the right to vote on any settlement proposed to the Negotiation Class. A settlement will not be accepted unless supported by 75% of the voting Class Members, counted by number, population, and allocation, for both litigating and non-litigating entities, and approved by the Court. Settlement funds will be distributed at the county level and each county's share – and city's suggested share – can be viewed now by utilizing the Allocation Map at the Class website, <a href="http://www.OpioidsNegotiationClass.info">www.OpioidsNegotiationClass.info</a>. If the Court approves any settlement, that judgment will prohibit Class Members from suing the settling Defendant(s) about the claims and issues in the litigation.</p>
<p><b>REMOVE YOURSELF FROM THE CLASS</b></p> <p><b>REQUIRES ACTION BY NOVEMBER 22, 2019</b></p>	<p><b>Get out of the Class. Get no portion of any settlement. Keep rights.</b></p> <p>Those who exclude themselves from the Class cannot vote on, will not have the right to be paid under, and will not be bound by, any Class settlement. You keep any rights to negotiate separately about the same legal claims in this lawsuit, even if the Court approves a settlement for the Class. Class Members may exclude themselves from ("opt out" of) the Class by having an authorized officer or employee complete and sign the Exclusion Request Form enclosed here and submit it on or before <b>November 22, 2019</b> by email or mail in accordance with the instructions in FAQ 26 below.</p>

- Class representatives and Class counsel will represent the Class in negotiations with Defendants who choose to do so. You may enter an appearance through an attorney (at your own expense) if you desire, but it is not required. Class Membership does not eliminate existing agreements with individual counsel. The procedure for payment of Class/common benefit attorneys' fees/costs in connection with any Class settlement must be approved by the Court. Details of the proposed options and procedures for fees and costs are posted on the Class website.
- For complete information on the Class, the settlement allocation formulas, the Class certification motion and Order, the list of included Class Members, the voting process to be used by the Class in accepting or rejecting any Class settlement offer, and an Allocation Map determining your allocation of any proposed settlement, go to [www.OpioidsNegotiationClass.info](http://www.OpioidsNegotiationClass.info). Important information on the Opioids-related litigation, including all pertinent Orders and Schedules, and Frequently Asked Questions, will be available on the Class website on an ongoing and current basis.

**Your rights and options are further explained below.**

**Any questions? Read on and visit [www.OpioidsNegotiationClass.info](http://www.OpioidsNegotiationClass.info).**

**DO NOT WRITE OR CALL THE COURT OR THE CLERK'S OFFICE FOR INFORMATION**

**Questions? Visit [www.OpioidsNegotiationClass.info](http://www.OpioidsNegotiationClass.info)**

## AGREEMENT FOR LEGAL SERVICES CONTINGENCY

THIS CONTINGENCY AGREEMENT ("Agreement") is made and entered into by and between Storey County, Nevada, a political subdivision of the State of Nevada, ("COUNTY") and the law firms of Eglet Adams and Bradley, Drendel & Jeanney, Ltd. ("CONTRACT COUNSEL" or the "Firm") for legal services in connection with the Claim (the "Services"). This Agreement shall be effective on the date of Board of Commissioners action, as reflected on the signature page below ("Effective Date").

### RECITALS

**WHEREAS**, the COUNTY seeks to engage CONTRACT COUNSEL to provide legal representation, support and resources, as well as specialized legal advice to the COUNTY, in connection with the Claim; and

**WHEREAS**, CONTRACT COUNSEL is experienced in providing the Services.

**NOW, THEREFORE**, the parties agree as follows:

### SECTION 1. SCOPE OF SERVICE

- A. The COUNTY hereby retains and hires CONTRACT COUNSEL to pursue, with the District Attorney's approval, any and all civil claims against the manufacturers, distributors, marketers, sellers and detailers that in any way caused or contributed to the COUNTY's opioid epidemic and to pursue any and all legal claims, remedies and damages related thereto that are legally available to the COUNTY (the "Claim").
- B. CONTRACT COUNSEL will work in conjunction with the COUNTY'S District Attorney or his designee(s) in the performance of the Services hereunder
- C. CONTRACT COUNSEL will observe and comply with all applicable law, regulations, rules of professional conduct, ordinances and rules of the United States, of the State of Nevada, of any political subdivision thereof, or of any duly constituted public authority or agency.
- D. CONTRACT COUNSEL will not affect a final compromise of any matter nor assert any conflict waivers without the prior written approval of the District Attorney.

### SECTION 2. ATTORNEY FEES

The COUNTY is not to be liable to pay attorney's fees except from amounts collected for the COUNTY by CONTRACT COUNSEL for the Claim by virtue of settlement, judgment or award ("Recovery"). The Recovery is the gross recovery, i.e., the full amount paid by a defendant or a defendant's insurer before any deduction for costs and expenses, pursuant to an award, judgment and/or approved settlement. **Attorney's fees to be paid to CONTRACT COUNSEL by the COUNTY for the Services under this Agreement shall be in the total amount of Twenty-Five Percent (25%) of the Recovery ("Contingency Fee").**

The COUNTY acknowledges and agrees that CONTRACT COUNSEL'S Contingency Fee rate set forth above is not set by law but has been negotiated between the parties. The COUNTY further acknowledges

and agrees that CONTRACT COUNSEL'S Contingency Fee rate is reasonable given (a) the extensive time and resources required to properly litigate the Claims contemplated herein, (b) the complexity of the legal issues presented, (c) the experience and reputation of the Firm, and (d) that any payment of attorneys' fees is contingent upon Recovery. Except as otherwise provided in this agreement, if there is no Recovery, the COUNTY is **not** responsible to pay any attorneys' fees or expenses.

### **SECTION 3. COSTS AND EXPENSES**

**The COUNTY is not responsible for and is not liable to pay court costs, expenses of litigation, or any other costs or expenses for the Services, including County Staff Time (defined below), other than from a Recovery. CONTRACT COUNSEL shall advance all costs necessary to prepare, prosecute and otherwise resolve the Claim and will not be reimbursed for such costs and expenses unless and until there is a Recovery and it is paid. The County will not be responsible for costs and expenses if the amount of costs and expenses exceeds the amount of the Recovery.** Costs advanced by the Firm are expenses necessary to investigate, prepare, prosecute and resolve the Claim, and are to be deducted from the Recovery after the Contingency Fee is deducted, and include, but are not limited to, expenses for: photocopies; long distance telephone; facsimile; postage; overnight mail; photography and video; messenger; power point or computer presentations; investigation services; evidence storage; filing fees (state court fees are waived for the COUNTY); service of process; bond(s); records; travel; alternative dispute resolution; jury fees; outsourced exhibit preparation; mock trial and/or jury sampling; expert witnesses; expert and non-expert consultants with specialized knowledge or skills that will assist in the prosecution of the Claim including, but not limited to, for example, jury consultants and consultants having specialized knowledge or skills in e-discovery, medicine, rehabilitation, accounting, economics, product liability, pharmaceuticals and regulatory processes; and County Staff Time. The COUNTY understands that depending on the value and/or complexity of a Claim costs can, and often do, total hundreds of thousands of dollars, and in this case, will likely be millions of dollars. The COUNTY acknowledges and agrees that CONTRACT COUNSEL may borrow funds from time to time to pay certain costs referred to above and agrees that, in addition to reimbursing the CONTRACT COUNSEL for the amount of such costs, the COUNTY will also reimburse CONTRACT COUNSEL for any reasonable and market-based interest charges and related expenses the Firm incurs in connection with such borrowing.

CONTRACT COUNSEL must retain receipts for all costs expended. Original receipts are required as stated herein and no reimbursement will be allowed for costs not solely related to the furtherance of CONTRACT COUNSEL'S Services with the COUNTY in connection with this Agreement. To receive reimbursement for costs under this Agreement, the Firm shall provide the COUNTY invoices and itemized receipts, as applicable, to support the request for reimbursement of its costs and no reimbursement is allowed for costs not directly related to this Agreement. **In the event that there is no Recovery, CONTRACT COUNSEL shall not be reimbursed by the COUNTY for any costs or expense, including County Staff Time.** It is anticipated that it will be necessary for COUNTY staff to expend time and use COUNTY resources to assist in the preparation and prosecution of the Claim, including, but not limited to researching, obtaining, locating, reviewing, copying and providing information, documentation and data for use in evaluating, prosecuting and resolving the Claim.

It is agreed that that the time expended by COUNTY staff to engage in such activities in support of the preparation, prosecution and resolution of the Claim and the costs associated therewith, such as copying costs, will be billed, through an invoice, to CONTRACT COUNSEL with payment to be remitted by CONTRACT COUNSEL to COUNTY within 30 days of the date of the invoice. The COUNTY staff time will be billed at the loaded hourly rate that is the amount being paid for the involved COUNTY Staff members to perform their usual and regular job duties. Where applicable, a COUNTY staff member's time may be billed at a loaded overtime rate. The foregoing costs are referred to herein as "County Staff Time."

The COUNTY is not liable or otherwise responsible for the following costs or expenses, and the following will not be reimbursable costs or expenses pursuant to this Agreement and will not be reimbursed to CONTRACT COUNSEL from a Recovery or otherwise by the COUNTY:

1. CONTRACT COUNSEL'S Contingency Fee is expected to include all personnel costs and benefits of the CONTRACT COUNSEL'S staff and any Outside Counsel (defined below), including but not limited to attorney, para-professional, clerical and administrative personnel, whether employees or independent contractors. Such amounts are not costs or expenses that are reimbursable within the scope of this Agreement. If the Firm retains, contracts with, associates with or affiliates with any outside law firms or attorneys ("Outside Counsel") to assist it with the Claim, the fees of such outside Counsel will not be recoverable by the CONTRACT COUNSEL as costs or expenses.
2. The COUNTY will not pay for the cost of legal search engines such as Westlaw and LexisNexis. Legal search tools are part of CONTRACT COUNSEL'S overhead costs.
3. The COUNTY will not pay for sanctions ordered by the Court as a result of attorney conduct that is not directly attributable to COUNTY responsiveness, support or conduct in the course of the litigation. CONTRACT COUNSEL acknowledges that the COUNTY'S ability to provide certain information and the use of that information is restricted under applicable law, including HIPAA, as set forth in the "HIPAA COMPLIANCE" Section.
4. If, and to the extent, costs or expenses are incurred for the benefit of clients of CONTRACT COUNSEL other than COUNTY, those costs and expenses shall be proportionally allocated among the COUNTY and CONTRACT COUNSEL's other clients based on population.

#### **SECTION 4. SEMIANNUAL COST REPORT**

CONTRACT COUNSEL shall provide the COUNTY with an itemized list of the costs that have been expended for the prosecution of the Claim, pursuant to this Agreement, semiannually. The report shall include all costs expended up to the date of the report. The first report shall be provided on July 1, 2018 and then every six (6) months thereafter.

#### **SECTION 5. INDEMNITY FOR AWARD OF ATTORNEY FEES AND COSTS**

In the event of a loss, the COUNTY may be liable for the opposing party's(ies') attorney's fees and costs as required by law. However, the CONTRACT COUNSEL regards the risk of an



adverse judgment for attorneys' fees and costs to be minimal given the nature of the contemplated litigation and thus hereby agrees to pay all such attorneys' fees, costs and expenses and to indemnify COUNTY from and against them in the unlikely event an adverse judgment, order or other ruling for attorneys' fees, expenses and/or costs, so long as such indemnification is not in

violation of federal and/or state law or ethical rules governing the conduct attorneys, including the American Bar Association Model Rules of Professional Conduct and/or the Nevada Rules of Professional Conduct.

#### **SECTION 6. INDEMNITY**

CONTRACT COUNSEL shall indemnify, defend and hold harmless the COUNTY, its officers, officials, employees and agents from and against any liability, loss, damage, expense and cost (including without limitation attorney fees, costs, and any other fees of litigation) of every nature to the extent arising out of or in connection with Services negligently performed hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which was caused by the gross negligence or willful misconduct of the COUNTY.

#### **SECTION 7. EXPERTS AND INVESTIGATORS**

CONTRACT COUNSEL is expected to recommend the appropriate experts. All experts, investigators and other professional service providers shall be screened for conflicts of interest. Expert fees should conform with fees charged by similarly qualified experts in the same specialty and are treated as costs and expenses under Section 3.

#### **SECTION 8. OTHER COUNSEL**

Other attorneys within the CONTRACT COUNSEL'S firm, or Outside Counsel, may be associated or employed at the CONTRACT COUNSEL'S discretion and expense to prosecute the Claim, as long as Outside Counsel does not have a conflict with the County pursuant to the Nevada Rules of Professional Conduct. It is understood and agreed that there may be a division of the Contingency Fee between the CONTRACT COUNSEL and Outside Counsel, in accordance with the Nevada Rules of Professional Conduct.

#### **SECTION 9. TERMINATION**

The attorney-client relationship is one of mutual trust, confidence and respect. For this reason, the COUNTY retains the right to discharge the CONTRACT COUNSEL and terminate this Agreement at any time and for any reason, and the COUNTY consents to the withdrawal of the CONTRACT COUNSEL at any time for any reason, provided the CONTRACT COUNSEL has taken reasonable steps to avoid reasonably foreseeable costs and prejudice to the COUNTY. A party may terminate this Agreement upon written notice. Notice of termination of this Agreement on behalf of the COUNTY may be given at any time at the discretion of the District Attorney.

#### **SECTION 10. EVENTS UPON TERMINATION OR EXPIRATION**

If this Agreement terminates before the COUNTY obtains a Recovery on its Claim, the COUNTY will use funds only from its Recovery to compensate CONTRACT COUNSEL for the reasonable value of its services that contributed to obtaining the Recovery. If CONTRACT COUNSEL is terminated by the COUNTY prior to final resolution (RECOVERY) of the

CLAIM, then the COUNTY shall pay to CONTRACT COUNSEL all of the costs advanced by CONTRACT COUNSEL, as well as reasonable attorney fees for the work of CONTRACT COUNSEL attorneys which for some senior attorneys can be as high as Seven Hundred Dollars (\$700.00) per hour, or Twenty Five Percent (25%) of the latest offer of settlement communicated to COUNTY in writing, whichever is more. In the event this Agreement terminates before the COUNTY obtains a Recovery and the amount of the Recovery is less than the reasonable value of CONTRACT COUNSEL'S services and/or the amount of CONTRACT COUNSEL'S costs and expenses up to the date of termination of this Agreement, the COUNTY'S liability to CONTRACT COUNSEL is limited to the amount of its Recovery.

Upon the expiration or termination of this Agreement, the COUNTY, at its discretion, may require CONTRACT COUNSEL to return all litigation files to the COUNTY or its designated representative and execute the necessary Substitution(s) of Counsel, which CONTRACT COUNSEL shall not unreasonably refuse, condition, withhold, or delay, including if a payment dispute is pending at the time of expiration or any other termination of this Agreement.

#### **SECTION 11. HIPAA COMPLIANCE**

CONTRACT COUNSEL acknowledges that there are departments of the COUNTY, including, but not limited to, the Fire Department, that are health care providers pursuant to the Health Insurance Portability and Accountability Act, as amended, ("HIPAA"). If it becomes necessary for the COUNTY to disclose or provide CONTRACT COUNSEL with protected health information (PHI) as defined in HIPAA, CONTRACT COUNSEL shall sign a COUNTY Business Associate Agreement in a form acceptable to the COUNTY before the COUNTY is obligated to provide or disclose any PHI. CONTRACT COUNSEL agrees to protect such PHI as required by applicable law, to not use or disclose such PHI other than as specified in the Business Associate Agreement and permitted by applicable law, and to limit the disclosure of that PHI, including, but not limited to, by seeking a protective order(s) and redacting such PHI before disclosing it. CONTRACT COUNSEL further agrees that the COUNTY is excused from performing obligations under this Agreement if doing so would violate or otherwise cause the COUNTY to not comply with its obligations under applicable law, including HIPAA.

#### **SECTION 12. OWNERSHIP OF DOCUMENTS**

All files, pleadings, discovery, reports, documents and other records prepared or kept by CONTRACT COUNSEL in the performance of its obligations under this Agreement shall be the exclusive property of the COUNTY and all such materials shall be remitted to the COUNTY by CONTRACT COUNSEL upon the COUNTY'S request and/or upon expiration or termination of this Agreement. All such materials shall be retained by CONTRACT COUNSEL for a minimum of seven (7) years from the date any and all appeal rights expire. At the end of this retention term, the COUNTY shall be notified and given sixty (60) days to reclaim each file prior to its destruction by CONTRACT COUNSEL.

#### **SECTION 13. BOOKS AND RECORDS**

CONTRACT COUNSEL shall maintain all books, documents, papers, accounting reports and other evidence relating to the Services, and shall permit the COUNTY and its authorized representatives access to and the right to inspect all such books, documents, papers, accounting reports, and other evidence at all reasonable times during the Agreement period and for seven (7) years from the date any and all appeal rights expire.

#### **SECTION 14. CONFIDENTIALITY**

All personnel records, personal data and protected health information (PHI) received, stored or viewed by CONTRACT COUNSEL shall be kept in the strictest confidence by CONTRACT COUNSEL and its employees and contractors. All such information shall be used and disclosed only for the proper management of the Services assigned and may not be used or further disclosed, other than as necessary, in the furtherance of the Services.

CONTRACT COUNSEL shall use appropriate safeguards to prevent the use or disclosure of such confidential information outside the scope of the Services, and shall report to the COUNTY any inappropriate or unauthorized use or disclosure of the information as soon as it learns of such use or disclosure.

#### **SECTION 15. COMPLIANCE WITH APPLICABLE LAWS**

CONTRACT COUNSEL shall, in the performance of its obligations hereunder, comply with all applicable laws, including without limitation the Federal Occupational Health and Safety Act, Title VII of the Federal Civil Rights Act of 1964 et seq., including the Equal Employment Opportunity Act of 1972, 42 U.S.C. § 1981, the Age Discrimination in Employment Act of 1967, as amended ("ADEA"), HIPAA, the Americans with Disabilities Act, and Nevada's Employment Practices Statutes (NRS 613.330 et seq.), as applicable. CONTRACT COUNSEL shall not discriminate against any person on the grounds of race, color, creed, religion, sex, sexual orientation, gender identity or gender expression, age, disability, national origin or any other status protected under applicable law. CONTRACT COUNSEL shall be responsible for fines, penalties, and repayment of any State of Nevada or federal funds that may arise (including those that the COUNTY pays, becomes liable to pay, or becomes liable to repay) as a direct result of the CONTRACT COUNSEL'S non-compliance with this Section.

#### **SECTION 16. ETHICS OF COUNSEL**

CONTRACT COUNSEL shall abide by and perform his duties in accordance with the Nevada Rules of Professional Conduct and all federal, state and municipal laws, regulations and ordinances regulating the practice of law.

CONTRACT COUNSEL shall, without additional compensation, immediately correct or revise any deficiencies, errors, or omissions caused by CONTRACT COUNSEL in its analysis, reports, and services. It is also understood and agreed by both parties that if any error is found, CONTRACT COUNSEL will expeditiously make the necessary correction, at no expense to the COUNTY, except when such error is the sole cause of the COUNTY without excuse or legal justification.

#### **SECTION 17. SETTLEMENT**

Settlement of the Claim will not be made without the authorization and consent of the Lyon County Board of Commissioners upon the recommendation of the District Attorney. COUNTY agrees, at CONTRACT COUNSEL'S discretion, to a jury or bench trial, and/or alternative dispute resolution, such as mediation, to facilitate a timely resolution of the Claim.

#### **SECTION 18. CONFLICTS**

During the term of this Agreement, CONTRACT COUNSEL may not represent a client whose

position may be adverse to the COUNTY without obtaining the COUNTY'S prior written consent to the adverse representation in accordance with Nevada Rules of Professional Conduct 1.7 and 1.8.

#### **SECTION 19. INDEPENDENT CONTRACTOR**

CONTRACT COUNSEL is an independent contractor and not an employee of the COUNTY. No permitted or required approval by the COUNTY of documents or Services of CONTRACT COUNSEL shall be construed as making the COUNTY responsible for the manner in which CONTRACT COUNSEL performs Services or for any negligence, errors or omissions of CONTRACT COUNSEL. Such approvals are intended only to give the COUNTY the right to satisfy itself with the quality of the service performed by CONTRACT COUNSEL.

#### **SECTION 20. COOPERATION**

Subject to restrictions imposed by applicable law, such as HIPAA, COUNTY agrees to cooperate with CONTRACT COUNSEL to provide requested information and to reasonably assist the CONTRACT COUNSEL in the performance of the Services.

#### **SECTION 21. VALID CLAIM**

COUNTY and CONTRACT COUNSEL understand that a suit brought solely to harass or to coerce a settlement may result in liability for malicious prosecution or abuse of process, and CONTRACT COUNSEL agrees to be responsible for all attorneys' fees, costs and expenses in connection therewith.

#### **SECTION 22. GOVERNING LAW; VENUE**

This Agreement shall be governed by and construed and interpreted in accordance with the substantive and procedural laws of the State of Nevada, without giving effect to its choice or conflicts of law provisions. Any actions regarding the terms of this Agreement shall be initiated in the courts of Clark County, Nevada or the federal district court with jurisdiction over the COUNTY. CONTRACT COUNSEL agrees that it shall not initiate an action against the COUNTY in any other jurisdiction. CONTRACT COUNSEL irrevocably agrees to submit to the exclusive jurisdiction of the courts located in Clark County, Nevada over any dispute or matter arising under or in connection with this Agreement.

#### **SECTION 23. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties and may only be modified, supplemented or amended by a written agreement signed by both parties.

#### **SECTION 24. NOTICES**

Any notice required under this Agreement shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery or United States Mail at the following addresses:

TO COUNTY:

TO CONTRACT COUNSEL: Robert M. Adams, Esq.  
Eglet Adams  
400 South 7<sup>th</sup> Street, 4<sup>th</sup> Floor, Las Vegas, NV 89101  
Phone: (702) 450-5400  
Fax: (702) 450-5451  
Email: badams@egletlaw.com

Either party may, at any time and from time to time, change its representative or address by written notice to the other.

**SECTION 25. AMENDMENT AND MODIFICATION**

No provision of this Agreement will be deemed waived, amended or modified by either party unless such waiver, amendment or modification is in writing and signed by the District Attorney and the authorized agents of CONTRACT COUNSEL.

**SECTION 26. SEVERABILITY**

If any portion of this Agreement is found to be invalid, the remainder of the Agreement remains in effect.

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## SECTION 27. AUTHORITY

CONTRACT COUNSEL represents and warrants that the person signing this Agreement on behalf of the CONTRACT COUNSEL has all requisite authority to bind the CONTRACT COUNSEL to the terms and obligations of this Agreement.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the Effective Date.

Date of Board of Commissioners Action: \_\_\_\_\_

# STOREY COUNTY, NEVADA

By: \_\_\_\_\_ Date \_\_\_\_\_

EGLET ADAMS  
BRADLEY, DRENDEL, & JENNEY

ROBERT T. EGLET, ESQ.	Date _____
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## Storey County Board of County Commissioners Agenda Action Report

**Meeting date:** 11-19-2019

**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:** Ashley Mead

**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:**

X Department Head  
*Ashley Mead*  
\_\_\_\_ County Manager

Department Name: Community Development

Other agency review: \_\_\_\_\_

9. **Board action:**

[ ]  
[ ]

Approved  
Denied

[ ]  
[ ]

Approved with Modifications  
Continued

Agenda Item No. 12

# Storey County Community Development



110 Toll Road ~ Gold Hill Divide  
P O Box 526 ~ Virginia City NV 89440

(775) 847-0966 ~ Fax (775) 847-0935  
CommunityDevelopment@storeycounty.org

To: Vanessa Stephens, Clerk's office  
Austin Osborne, County Manager

**November 12, 2019**  
Via Email

Fr: Ashley Mead

Please add the following item(s) to the **NOVEMBER 19, 2019,**

COMMISSIONERS Consent Agenda:

## **LICENSING BOARD SECOND READINGS:**

- A. All Out Patio Solutions, LLC** - Contractor / 1920 Farm District Rd ~ Fernley, NV
- B. Environmental Air Systems, LLC** - General / 250 Swathmore Ave ~ High Point, NC
- C. Freedom Crane Service Corporation** - Contractor / 926 Desert Breeze Way ~ Fernley, NV
- D. Golden Bear Construction** - Contractor / 2100 Kings Canyon Road ~ Carson City, NV
- E. High Desert Electric, Inc.** - Contractor / 865 Selkirk Circle ~ Gardnerville, NV
- F. Katayama Steel, Y.K.** - General / Japan
- G. Mettler-Toledo, LLC** - General / 1900 Polaris Parkway ~ Columbus, OH
- H. Nexius Solutions Inc.** - Contractor / 2595 Dallas Parkway Ste. 300 ~ Frisco, TX
- I. Red's Fire and Flood** - Contractor / 2410 Walnut St. ~ Reno, NV
- J. Sideplate Systems, Inc.** - General / 25909 Pala Ste. 200 ~ Mission Viejo, CA
- K. Summit Millworks, LLC** - Contractor / 145 Isidor Ct Ste C ~ Sparks, NV
- L. Vexel Inc.** - Contractor / 2595 Dallas Parkway Ste. 300 ~ Frisco, TX
- M. Veolia Es Technical Solutions, LLC** - General / 53 State St. ~ Boston, MA
- N. Clementine & Huckleberry's** - General / 11 N. C Street ~ Virginia City, NV
- O. Columbia Rubber LLC** - General / 14800 SE 82<sup>nd</sup> Dr. ~ Clackamas, OR
- P. Constanza Cleaning Service** - General / 455 E 5<sup>th</sup> Ave. ~ Sun Valley, NV
- Q. Correct Cryogenics Inc.** - Contractor / 15698 Boyle Ave ~ Fontana, CA
- R. 3D Systems, Inc.** - General / 333 Three D Systems Circle ~ Rock hill, SC

Ec: Community Development  
Commissioner's Office

Planning Department  
Comptroller's Office

Sheriff's Office