



# STOREY COUNTY BOARD OF COUNTY COMMISSIONERS MEETING

2/16/2021 10:00:00 AM

26 SOUTH B STREET, VIRGINIA CITY, NEVADA

## AGENDA

No members of the public will be allowed in the BOCC Chambers due to concerns for public safety resulting from the COVID-19 emergency and pursuant to the Governor of Nevada's Declaration of Emergency Directive 006 Section 1 which suspends the requirement in NRS 241.023(1)(b) that there be a physical location designated for meetings of public bodies where members of the public are permitted to attend and participate.

Further, due to the Governor's mandated steps to protect against the spread of COVID-19, the Storey County Board of County Commissioners are hosting a teleconference meeting this month. Members of the public who wish to attend the meeting remotely, may do so by accessing the following meeting on Zoom.com. Public comment may be made by communication through zoom.

**\*Join Zoom Meeting:**

**<https://zoom.us/j/597519448>**

**Meeting ID: 597 519 448**

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Meeting ID: 597 519 448

Find your local number: <https://zoom.us/j/597519448>

**For additional information or supporting documents please contact the  
Storey County Clerk's Office at 775-847-0969.**

**JAY CARMONA**  
**CHAIRMAN**

**ANNE LANGER**  
**DISTRICT ATTORNEY**

**CLAY MITCHELL**  
**VICE-CHAIRMAN**

**LANCE GILMAN**  
**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/FOR POSSIBLE ACTION:**

Consideration and possible approval of the Agenda for February 16, 2021.

4. **DISCUSSION/FOR POSSIBLE ACTION:**

Consideration and possible approval of the Minutes for January 5, 2021.

5. **CONSENT AGENDA**

I For possible action, approval of claims in the amount of \$1,036,730.67

II For possible action, approval of Business License First Readings:

- A. Western Pacific Electric Inc. - Contractor/1091 Frazer Ave, Sparks, NV
- B. Averill Consulting Group, Inc - Out of County/5355 Canyon River Dr., Ada, MI
- C. Pita and Plantains - Food Truck/60 Lily Ct, Reno, NV
- D. Corestone Engineering, Inc - Out of County/1345 Capital Blvd. Ste B, Reno, NV
- E. Energy Erectors, Inc. - Contractor/2958 N. Commerce St, N Las Vegas, NV
- F. OS Construction Services, Inc. - Contractor/6465 W Sahara Ave., Ste 101, Las Vegas, NV

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

7. **DISCUSSION ONLY (No Action):**

Updates and discussion from county lobbyists and staff regarding upcoming bills and legislative action affecting Storey County.

8. **DISCUSSION/FOR POSSIBLE ACTION:**

Provide direction to county staff and lobbyists on representing Storey County regarding potential legislation related to Innovation Zones and other properly related matters.

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

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

11. **DISCUSSION ONLY (No Action):**

Storey County investment portfolio review presented by Morton Asset Management

12. **DISCUSSION/FOR POSSIBLE ACTION:**

Possible acceptance of bid from Armac Construction and award of contract to install (3) 4" conduit from NDOT right-of-way gate #14 on State Route 439 to the communications tower as fulfillment of county obligations under interlocal agreement with NDOT - NM535-17-016 in the amount of \$92,200.00.

13. **DISCUSSION/FOR POSSIBLE ACTION:**

Consideration and possible approval of contract between Storey County and JNA Consulting Group, LLC for professional services related to proposed legislation financially and otherwise affecting Storey County.

14. **DISCUSSION/FOR POSSIBLE ACTION:**

Consideration and possible approval for County Manager Austin Osborne to sign the Subgrant Agreement between the Nevada State Historic Preservation Office and Storey County in the amount of \$32,699.00, for the fieldwork phase of a larger effort to update the survey data for buildings and structures in Virginia City, the "Divide," Gold Hill, and surrounding Historic District areas within the county.

15. **DISCUSSION/FOR POSSIBLE ACTION:**

Consideration and possible approval for County Manager Austin Osborne to sign Farr West Engineering Task Number 37, amending the Master Agreement allowing Farr West Engineering to provide professional GIS Services to assist Storey County (County) update their field survey of historic structures in the Comstock Historic District area to remain compliant with the State Historic Preservation Office (SHPO).

The total cost for this portion of the project is \$18,000.00, which is included in the Historic Preservation Fund Grant.

**16. DISCUSSION/FOR POSSIBLE ACTION:**

Consideration and possible action directing the Comptroller to notify the Nevada Department of Taxation that Storey County will not be changing the property tax rate for Fiscal Year 2021-2022.

**17. RECESS TO CONVENE AS THE STOREY COUNTY FIRE PROTECTION DISTRICT BOARD**

**18. DISCUSSION/FOR POSSIBLE ACTION:**

Consideration and possible action to approve the District Fire Chief to enter into an Agreement for fuels reduction with NV Energy

**19. DISCUSSION/FOR POSSIBLE ACTION:**

Consideration and possible action to approve the District Fire Chief to enter into an Agreement for Services of a medical director for Storey County Fire Protection District.

**20. RECESS TO RECONVENE AS THE STOREY COUNTY BOARD OF COUNTY COMMISSIONERS**

**21. DISCUSSION/FOR POSSIBLE ACTION:**

Consideration and possible approval of Business License Second Readings:

- A. Anton PAAR USA, Inc. - Out of County/10215 Timber Ridge Dr., Ashland, VA
- B. ARMAC Excavating & Paving LLC - Contractor/343 Fairview Dr. Ste 103, Carson City, NV
- C. Austin Jones Corporation - Contractor/18575 Jamboree Rd. Ste 600, Irvine, CA
- D. Chick-fil-A Sparks Blvd & I-80 - Out of County/1350 Big Fish Dr., Sparks, NV
- E. Drop In Medical - Out of County/J4360 Slide Mtn. Cir., Reno, NV
- F. Distribution International Southwest Inc. - Out of County/1263 Spice Island Dr., Sparks, NV
- G. NV Handyworks - Handyman/75 S O St., Virginia City, NV
- H. Switch Electric LLC - Contractor/1231 Freddie Ct, Reno, NV

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

**23. 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.

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(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).

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**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 2/10/2021; 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. This agenda was also posted to the Nevada State website at <https://notice.nv.gov/> and to the Storey County website at <https://www.storeycounty.org/agendacenter>.

By Vanessa Stephens  
Vanessa Stephens Clerk-Treasurer



## Storey County Board of County Commissioners Agenda Action Report

Meeting date:

Estimate of time required:

Agenda: Consent ☐ Regular agenda ☐ Public hearing required ☐

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1. **Title:** Consideration and possible approval of the Minutes for January 5, 2021.

2. **Recommended motion:** I (Commissioner ) move to approve the Minutes for January 5, 2021.

3. **Prepared by:** Vanessa Stephens

Department: Clerk

Telephone: 75-847-0969

4. **Staff summary:** Minutes are attached

5. **Supporting materials:** Attached

6. **Fiscal impact:**

Funds Available:

Fund:

\_\_\_\_\_ Comptroller

7. **Legal review required:**

\_\_\_\_\_ District Attorney

8. **Reviewed by:**

☒ Department Head

Department Name: Clerk

\_\_\_\_\_ County Manager

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

9. **Board action:**

☐ Approved  
☐ Denied

☐ Approved with Modifications  
☐ Continued

Agenda Item No. 4



# STOREY COUNTY BOARD OF COUNTY COMMISSIONERS MEETING

JANUARY 5, 2021 10:00 A.M.

DISTRICT COURTROOM  
26 SOUTH B STREET, VIRGINIA CITY, NEVADA

## MEETING MINUTES

JAY CARMONA  
CHAIRMAN

ANNE LANGER  
DISTRICT ATTORNEY

CLAY MITCHELL  
VICE-CHAIRMAN

LANCE GILMAN  
COMMISSIONER

VANESSA STEPHENS  
CLERK-TREASURER

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**Roll Call:** Chairman Carmona, Vice-Chairman Mitchell, Commissioner Gilman, County Manager Austin Osborne, Clerk & Treasurer Vanessa Stephens, District Attorney Anne Langer, Deputy District Attorney Keith Loomis, Sheriff Antinoro, Communications Director Dave Ballard, Public Works Director Jason Wiezerbicki, Tourism Director Deny Dotson, Senior Center Director Stacy York, Recorder Marney Hansen-Martinez, Assessor Jana Seddon, Labor Relations Jeanne Greene, Human Resources Director Tobi Whitten, Comptroller Jen McCain, Community Relations Director Lara Mathers, Community Development Director Martin Azevedo, Emergency Management Director Joe Curtis, Project Manager Mike Nevin, Senior Planner Kathy Canfield, Fire Chief Jeremy Loncar and Director of Community Chest Erik Schoen.

### **1. CALL TO ORDER MEETING AT 10:00 A.M.**

Meeting was called to order by Commissioner Carmona at 10:00 A.M.

### **2. PLEDGE OF ALLEGIANCE**

Commissioner Carmona led those present in the Pledge of Allegiance.

### **3. ELECTION OF CHAIRMAN TO THE STOREY COUNTY BOARD OF COUNTY COMMISSIONERS FOR A TERM OF ONE YEAR PURSUANT TO STOREY COUNTY CODE 2.04.008**

**Motion:** I would like to nominate Jay Carmona as the new Chairman of the Storey County Commission, **Action:** Approve, **Moved by:** Commissioner Gilman, **Seconded by:** Commissioner Mitchell, **Vote:** Motion carried by unanimous vote, (Summary: Yes=3)

### **4. ELECTION OF VICE-CHAIRMAN TO THE STOREY COUNTY BOARD OF COUNTY COMMISSIONERS FOR A TERM OF ONE YEAR PURSUANT TO STOREY COUNTY CODE 2.04.008**



**Motion:** I would like to nominate Clay Mitchell as Vice Chairman to the Storey County Board of County Commissioners for a term of one year, **Action:** Approve, **Moved by:** Commissioner Gilman, **Seconded by:** Chairman Carmona, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=3)

**5. DISCUSSION/POSSIBLE ACTION:** Approval of Agenda for January 5, 2021.  
County Manager Osborne requested item 22 be continued to January 19, 2021.

Public Comment: None

**Motion:** I make a motion to approve the Agenda for January 5, 2021, **Action:** Approve, **Moved by:** Vice Chairman Mitchell, **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=3)

**6. DISCUSSION/POSSIBLE ACTION:** Approval of Minutes for November 17, 2020. Vice Chairman Mitchell requested that the motion on item 20 be corrected to reflect the vote was not unanimous, but a majority vote.

Public Comment: None

**Motion:** I make a motion to approve the Minutes for November 17, 2020 with the correction noted, **Action:** Approve, **Moved by:** Vice Chairman Mitchell, **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=3)

**7. DISCUSSION/POSSIBLE ACTION:** Approval of Minutes for November 2, 2020.  
Public Comment: None

**Motion:** I make a motion to approve the Minutes for November 2, 2020, **Action:** Approve, **Moved by:** Vice Chairman Mitchell, **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=3)

**6. DISCUSSION/POSSIBLE ACTION:** Approval of Minutes for November 16, 2020.  
Public Comment: None

**Motion:** I make a motion to approve the Minutes for November 16, 2020, **Action:** Approve, **Moved by:** Vice Chairman Mitchell, **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=3)

## **7. CONSENT AGENDA**

- I For possible action, approval of claims in the amount of \$1, 740,770.61.
- II For possible action, approval of business license first readings:
  - A. Double R Water Well Service, LLC – Contractor / 5301 Longley Ln. Unit E198 ~ Reno, NV
  - B. Highlands Wireless, Inc. – Out of County / 28 N. Main St. ~ Yerington, NV
  - C. LB Fence Company – Contractor / 214 Ridgecrest Dr. ~ Fernley, NV
  - D. Lovelock Highspeed – Home Business / 355 Mill St. ~ Virginia City, NV
  - E. Panasonic Corporation – Out of County / Japan
  - F. Preferred Networks, Inc. – Out of County / 28 N. Main St. ~ Yerington, NV

- G. Shield Storage – General / 80 Menezes Way ~ Sparks, NV
- H. Sign on Signs, Inc. – Contractor / 1607 Greg ~ Sparks, NV
- I. Taco T – Food Truck / 190 Southfork Dr. ~ Sun Valley, NV
- J. The Lighting Guys LLC – Contractor / 220 Egyptian Dr. ~ Sparks, NV
- K. Combination Seven LLC – Contractor / 24737 Arnold Dr. ~ Sonoma, CA

III For possible action, approval of 2021 Appointments to serve on state, county, and regional boards and committees: (THIS ITEM HEARD AFTER ITEM 23)

Public Comment: None

**Motion:** I make a motion to approve the Consent Agenda, **Action:** Approve, **Moved by:** Vice Chairman Mitchell, **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote, (**Summary:** Yes=3)

**8. PUBLIC COMMENT (No Action):**

Chairman Carmona wished his daughter Isabella Happy Birthday.

**9. DISCUSSION ONLY (No Action – No Public Comment): Committee/Staff Reports**  
**Fire Chief Jeremy Loncar:**

- Delivery of the new ambulance has been pushed back to probably the end of January.

**Jason Wierzbicki:**

- The Divide Justice Court project is on schedule and under budget. Doors should be delivered on the 18<sup>th</sup>; ceiling insulation will be in this week which will allow air balance testing. Flooring is ready for installation. Certificate of occupancy expected late February.
- V&T Freight Depot: Structural repairs and sprinkler piping have been installed. Vault delivery expected late January. Piping to the site and the fire/alarm system testing should be complete by mid-February.
- Planning for the Highlands Fire Station building is on-going.

**Dave Ballard, Communications Director:**

- A "kick-off" meeting for the new communications building is scheduled with AT&T on January 7<sup>th</sup>. Equipment is ordered & expected to arrive around January 20<sup>th</sup>. We're about a month to 5 weeks away from getting into the new center.
- This is his "final-final" meeting! Thank you to everyone. Good luck to Commissioner Mitchell.

Commissioner Gilman thanked Mr. Ballard for all of the up-grades and changes he brought to (the County). The County is in a great position with all of its emergency responses. You have done a great job.

Mr. Ballard expressed thanks for all of Commissioner Gilman's support. This (new communications center) is something that has been talked about for years.

**Joe Curtis, Emergency Management Director:**

- As of today, Storey County still has only a total of 66 (Covid) cases since March - 19 active, 42 recoveries, and 2 deaths. This is the best record of all counties in the State. The positivity rate

the last 20 days is still 0.0. One new case that came in broke the County's 17-day record. The public, businesses, and County personnel are making this happen by following the rules and guidelines.

- The new pickup truck has been delivered to be used for towing the Emergency Management trailer to the various testing and vaccination sites. This has been needed for some time. Thank you to Comptroller Jennifer McCain for making this happen.
- Approximately 100 vaccinations were done yesterday under the "tier one" level (first responders, health care workers, people working at the pods, etc.). It was a cold, rainy day - Covid testing was not done. All vaccinations were by appointment.
- Next Covid testing: Lockwood, January 13<sup>th</sup> - noon to 2PM. No vaccinations on that date - unless it changes. Changes come in every day, and even by the hour, from the CDC, and the federal and state levels.
- January 27<sup>th</sup> will be the next date. 9AM to 11AM will be the 2<sup>nd</sup> dose of vaccinations for those who received the 1<sup>st</sup> dose on January 4<sup>th</sup>. 11AM to 1PM will be 1<sup>st</sup> dose vaccinations only for people with appointments; testing will be done 1PM to 3PM.
- In the future, we may be doing 3 or 4 (vaccination) days per month - probably all the way through the summer months.
- The dates for opening vaccinations to the different "tiers" has to be coordinated with the Quad-Counties.
- State officials have been provided all contact information for department heads who are likely to receive email notice from most-likely the State Pharmacy Board with a link to be provided to all personnel only - no one else.
- It looks like in the next couple of weeks, CVS, Walgreens, & Walmart will be able to make appointments for vaccinations for the public as well. Watch for the news and media releases.
- Tier 3 is down the road - this is more for the general public.
- Calendars will be sent out to County employees with dates of vaccinations and testing.
- Vaccinations will get busier as more "tiers" are rolled out.
- After receiving a vaccination, the person will wait in their car for 15 minutes to ensure there is no allergic reaction. Fire Department, with ambulance, will be standing by in the event of any problems. So far, there have been no problems.
- Weather is the biggest concern. Yesterday was very difficult due to the rain and wind with 80 mph gusts.
- Moving forward, 3 - or possibly 4 vaccination sites per month - will be required. Probably all through the summer months.

Chairman Carmona was there yesterday as part of the CERT team. The weather was "atrocious". Thank you to the crew.

Commissioner Mitchell asked with moving into heavier scheduling - do we have the resources needed as far as traffic and volunteers.

Mr. Curtis said he thinks "we do". Recruiting has started from the Sheriff's CERT team. Jeep Posse personnel have been super. Most of these people have jobs - but they make sure someone is there. The Posse always has a minimum of 4 people. Moving forward, it will probably get tiring. He is looking at having multiple teams - with rotating sites off. This is a potential problem. Due to weather and other issues, they are looking at moving the site from Public Works.

Lara Mather, Community Relations Director:

- Sincere thank you to Erik Schoen, and the entire Community Chest staff. Honey Tapley has worked here for the last five months under CARES Act funding. That funding ended December 30<sup>th</sup>. Ms. Mather said they were panicking as they needed all the help they can get. Community Chest secured grants through NevadaWorks - specifically to train people on working with Covid 19 response. Honey will now be able to continue working 40 hours per week for the next six months. This helps not only us, but Carson City Health & Human Services is over-whelmed and have reached out to the four Quad-Counties for help. Thanks to the grant, Honey will split the 40 hours between CCH&HS -20 hours a week, and Storey County - 20 hours. This will be a tremendous help to everyone.
- Honey will also be working as "volunteer coordinator" - making sure there are plenty of volunteers for various events, taking care of scheduling, and insuring everyone knows what to do.
- Thanks again to the volunteers who helped yesterday - it was miserable!

**Deny Dotson, VCTC Director:**

- Due to Covid - the VCTC budgeted very conservatively last year. Revenue was budgeted at \$1.27 (million) - currently revenue is \$648,000, just over half. Expense budget is \$1.37 - currently at \$484,000, well ahead. This does not include a \$30,000 CARES Act grant.
- A lot has been invested in marketing the last few months. This strong marketing presence - including TV ads and radio - will be continued through then next couple of months to help them get through this.
- The first quarter special events will out in the next week. There will not be any for January with possibly one in February - on Valentines Day, adhering to COVID guidelines.
- After this first quarter, there will be a good, solid line-up - being optimistic that (events) are pulled off in a way that is compliant and beneficial to the town.

**Mike Nevin, Special Project Manager:**

- Welcome Clay to the Board.
- Update on the Hillside Tanks project:
  - The interior/exterior coating process of the first tank has begun with sandblasters on site. This will take about 4 to 6 weeks.
  - When complete, the tank will be filled, disinfected, and drained.
  - Once this tank is on-line, the two existing (tanks) will be removed. Probably in March, but no longer than the end of April. Construction can then begin on the second tank.
  - Underground work on the site is in the process of being finished.
  - Installation of the air-release valve needs to be done on the main line.
- Gold Hill Wastewater Plant:
  - The project is up-and-running after a two-week delay due to the Project Manager being ill.
  - The contractor is in the process of lining-up the sub-contractors. Raymond Bros. will be sub-contractor for the metal building to house the treatment plant.
  - Shop drawings will start; footings and foundation will be confirmed to meet plans and specifications.
  - Start date is anticipated on January 18<sup>th</sup>.

**Jennifer McCain, Comptroller:**

- Moving forward with the next fiscal year budget. Anyone with comments, questions, or concerns - contact Ms. McCain to discuss. Emails have been sent out to department heads with directions and calendar dates.

**Jana Seddon, Assessor:**

- Congratulations and welcome to Commissioner Mitchell.
- A special birthday today in the Assessor's Office -

**Kathy Canfield, Sr. Planner:**

- Reiterated, there are three Planning Commission openings - looking for applicants. Recommendations should be coming soon.

**Marney Hansen-Martinez, Recorder:**

- The Recorder's Office continues to index images with data from 1982 to 1988 - check on-line.
- Received all final images back for historic documents - 1859 to 1974 - and working with their soft-ware provider to integrate those into the system. Old books will not need to be searched anymore.

**Martin Azevedo, Community Development Director:**

- Congratulations Commissioner Mitchell.
- Training has been completed for the Tyler Inspection Program - the program is up-and-running. There is now a connection on cellphones and tablets, as well as desk-top computers. Three ways to get reports completed.
- Training will start in the next two weeks on the purging and business licensing part of Tyler.
- The monthly "dashboard" report is complete and on the website.

**Erik Schoen, Community Chest Director:**

- They saw some of the highest needs for the holiday gift basket and food programs this season.
- There were 150 "angel tree" gift recipients - this was considerable, especially when dealing with the Covid impact. They were able to have all gifts distributed before Christmas. One gift was delivered by a staff member on Christmas morning to ensure the little girl received a gift.
- The Christmas Eve "food basket program" served 207 people - their highest total. This speaks to a level of need and of interruption happening due to Covid.
- They have formed an Advisory Board due to so many requests happening. Stacey York has helped in forming this Board. Feedback from community members suggests a need to look at more affordable housing - not only for seniors on fixed incomes, but also young families struggling to make ends meet. He is not an expert on (housing) and just wants to "plant the seed" as they are hear more and more about this.
- Looking forward to having schools re-open. Their Early Childhood Education Center, the pre-school, is open five days a week. The before-and-after school programs for middle and elementary schools are open as well.

Vice Chairman Mitchell thanked Eric and said he would be happy to discuss a few thoughts about affordable housing ideas with him.

**Stacy York, Senior Center Director:**

- The "mobile harvest" is coming to Virginia City on January 19<sup>th</sup> - open to the whole public. This will be in the parking lot on 6 Mile and E Street. The harvest includes fresh produce, fresh meat, and fresh dairy. 10am to 11am - open to all Storey County residents.

**Louise Pena, Lockwood Transportation:**

- Not doing the RSVP anymore. She is backing the County's transportation and she know there is a need for a lot of advertisement. There is a big need in Lockwood for transportation.

**Nora Stefu, 4<sup>th</sup> Ward School:**

- Looking forward to opening.
- They were awarded grants from SHPO and (?) to restore the entire front of the west-side of the building. Construction to begin in the spring.

**Elaine Spencer, V&T Rail Commission:**

- Next meeting will be Thursday, January 28<sup>th</sup>, via zoom - or possibly at the Carson City Community Center.
- They "scrapped out" a season this year even though they were unable to run trains.
- Plans and hope are to run a full season next year - with limited seating. And depending on State mandates dealing with the pandemic.
- At the January meeting, she will recommend an "open letter" to Storey County, Carson City, and the State, asking for expectations related to their investments in the V&T Railway system. This information will be used to "kick-start" a sustainability plan - addressing long-time planning for operation.

**District Attorney Anne Langer:**

- Welcome Commissioner Mitchell.

**County Manager Austin Osborne:**

- In accordance with Assembly Bill 240, all County and City Managers in the region have been meeting and collaborating with projects - including flooding, flood management, transportation, the La Posada route - from USA Parkway to north Spanish Springs, Washoe County Lands Bill, the effluent line, regional water projects - including the water system between Carson City, Storey County, and the State of Nevada - Quad-County Emergency Management and their efforts, as well as the Covid vaccination efforts, telecommunications - 911 systems, state-of-the-state hotels for the TRI Center and their help with traffic on I-80, mutual aid that the Fire District provides especially in the I-80 corridor, Sheriff's services in the same area, and other inter-regional services. This will be compiled in a report and sent to the Legislature to be reviewed in the up-coming session.
- The first negotiation session regarding the Marlette Water/Carson City Agreement has been held with Storey County, Carson City, the State, and TMWA, in order to get the agreement "up to par" with 2021.
- Reached out to Carson City Health & Human Services to renew discussions about Carson City having (Storey County) as part of its health department - and for the County to leave the State of Nevada. That would provide a better benefit to businesses in town with consistency in inspection and other services. We will take as much time as needed for discussions.

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

**Vice Chairman Mitchell:**

- Surprised to be nominated as Vice-Chair - he is happy to be able to serve any way he can.
- Thanked everyone for making him feel welcome.
- Thank you to Commissioner McBride for his years of service.

**11. DISCUSSION/POSSIBLE ACTION:** Consideration and possible approval of Resolution No. 21-600 declaring January 2021 as National Radon Action Month for the purpose of radon gas awareness.

County Manager Osborne explained every year this is National Radon Action Month. This is a proclamation providing information regarding the dangers of radon gas, as well as a reminder there are test kits available.

**Public Comment:** None

**Motion:** I, Clay Mitchell, move to approve Proclamation No. 21-600 declaring January 2021 as National Radon Action Month for the purpose of radon gas awareness, **Action:** Approve, **Moved by:** Vice Chairman Mitchell, **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=3)

**12. DISCUSSION/POSSIBLE ACTION:** Provide direction to the County Manager and staff to support a bill in the 2021 Nevada Legislature which would allow Storey County to become a voting member of the Carson Water Subconservancy District (CWSD) in manner which causes no tax increase to occur in Storey County.

Ed James, Director of the Carson Water Subconservancy, was present.

County Manager Osborne: The County has participated in the Carson Water Subconservancy for 11 years, which includes counties in the Carson River watershed - Alpine County, California; Douglas, Lyon, Churchill counties, and Carson City. Storey County is not an official member because the river does not run through the County. There have been some changes in the structure. The County is in the watershed and does contribute to their issues, and vice versa. Storey County participates in projects such as the annual weed abatement program; flyovers of the entire area providing information for other flood mitigation projects; worked in Mark Twain under a massive flood-mitigation plan - which will become a foundation to build potential up-stream detention and culverts. The (Planning Department) uses mapping information when doing permits in that area. The CWSD helps Kathy Canfield with the National Flood Insurance Program - which resulted in Lockwood residents receiving a 10% discount on flood insurance. They also assisted with the Master Plan regarding water, flooding, and drainage management. CWSD also provides education outreach at local schools, as well as assisting the County with grants. This is an agency focused on conservation and making things right for urban and agriculture areas - with a non-regulatory Board.

Mr. Osborne explained this Bill will be going to the Legislature for the County to be considered as an official member of the Conservancy, allowing us to take an active role with issues affecting Storey County as well as access to FEMA grants, other regional collaboration, and other benefits to the County. There will be no tax increase - the County would pay a fee from a fund.

Ed James, Carson Water Subconservancy District: This is a regional agency dealing with issues from environmental to water supply, to habitat. (CWSD) does not have any regulatory authority - they provide a broad perspective of other counties around (Storey County) and how those counties impact Storey County. A lot of the flood work being done will be helpful to Storey County.

Public Comment: None

Commissioner Gilman said he supports the County becoming a voting member. It is important for (the County) to be informed.

Vice Chairman Mitchell feels there will be good value from this association and supports becoming a voting member. He appreciates that staff has included that this will not add to ad valorem - he is very sensitive to new taxes.

Chairman Carmona agrees with both Commissioners - this is something of interest to the County and we need to make sure we're involved.

**Motion:** In accordance to the recommendation by staff, I, Clay Mitchell, move to direct the County Manager, and staff, to support the Bill for 2021 Nevada Legislature which will allow for the County to become a voting member of the Carson Water Subconservancy District in a manner which causes no tax increase to occur in Storey County, **Action:** Approve, **Moved by:** Vice Chairman Mitchell, **Seconded by:** Commissioner Gilman **Vote:** Motion carried by unanimous vote, **(Summary: Yes=3)**

**13. DISCUSSION/POSSIBLE ACTION:** Consideration and possible action regarding disposal of 44 handheld radios and 20 car radios to be sold or donated to another law enforcement agency.

Sheriff Antinoro explained due to radio system upgrades and new radios purchased, they have radios that cannot be switched over to the new system. Some have been traded for up-graded radios. The rest have no use - they are looking to sell or donate them to an agency that is still on a system the radios can operate on.

Public Comment: None

**Motion:** I, Clay Mitchell, move to approve the disposal of 44 hand-held radios and 20 car radios to be sold or donated to another law enforcement agency, **Action:** Approve, **Moved by:** Vice Chairman Mitchell, **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote, **(Summary: Yes=3)**

**14. DISCUSSION/POSSIBLE ACTION:** Consideration and possible action regarding additional budget expenditure for RIMS NIBRS upgrade.

Sheriff Antinoro explained this request came up after the budget. The FBI is in the process of transferring information to the NIBRS system, which has a clearer reflection of crime statistics across the country and the Sheriff has to do the reports. In discussing upgrades, it was determined additional programming needed to be done. The cost is approximately \$16,000.



Comptroller Jennifer McCain: This has been reviewed with the Sheriff's Office and it is agreed this is a necessary option. This can be "made up" when the budget is augmented. It is an explainable - necessary expense.

Public Comment: None

Commissioner Gilman: Is this still being reviewed by the FBI? Is it possible they will not implement and adopt (the system)? Has it already been adopted - is this a process we are unable to ignore?

Sheriff Antinoro: The FBI is moving to this - it is still in review. In moving to the NIBRS system - accuracy of the reporting records has to be checked. There will be time spent on reviewing information for accuracy. They will be using this new system plus a back-up to verify accuracy of information. All other agencies with this same software, will go through a "spot-check".

**Motion:** I, Vice Chairman Mitchell, move to approve the \$16,000 additional expenditure for the RIMS NIBRS upgrade, **Action:** Approve, **Moved by:** Vice Chairman Mitchell, **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote, (**Summary:** Yes=3)

**15. DISCUSSION/POSSIBLE ACTION:** Consideration and possible approval of an amount not to Clerk & Treasurer Vanessa Stephens exceed \$17,500 for the purchase of a Central Scanning; Absentee/Vote by Mail Hardware ImageCast Central Kit. The funds will be covered by Storey County's CARES Act funds allotment.

County Clerk Vanessa Stephens said this item is for purchase of the equipment that was used to process mail and absentee ballots during the 2020 election cycle. Due to everything going into mail-in, the size of the scanner had to be increased - which was going to be leased from Dominion. Purchase of the equipment is being offered at a good discount - \$7,500 off.

With the use of mail-ins in the last two cycles, Ms. Stephens feels there will be a big increase in requests for mail-in and absentee ballots in 2022. This equipment will enable them to process in minutes what would take hours with the small desktop scanner they have. This is an unique opportunity - she would love to take advantage of it.

Public Comment:

**Louise Pena, Lockwood resident:** Her experience with these scanners, in Lockwood, was very poor. After signing, you could not tell that she had signed - both times. Not sure it is worth our money. It is just a good way to do fraud. This is her opinion. She let the "powers that be" know her position.

Ms. Stephens clarified this is different equipment than what was in Lockwood. This is the scanner and software used at the courthouse to scan ballots. Thank you for bringing your concerns forward.

Vice-Chairman Mitchell: Knows there are concerns with the Dominion and questions of accuracy - that's not what we're here to decide or discuss. Is there is some flexibility locally on the choice of provider and machinery - or do we need to work with a particular system so that it integrates with the State and what have you?

Chairman Carmona said he has the same question.

Ms. Stephens: We do have the ability to pick who provides election equipment and software. 16 of the 17 counties in the State use Dominion. Carson City uses ES & S - everything is done on paper, they do not have the touchscreens. Clerks across the state and the Secretary of State went with Dominion over 10 years ago. She is very happy with their equipment and support.

Vice-Chairman Mitchell: To understand - this item is to make sure we are getting a good discount and also that it would come out of CARES Act funds - not funded from (the County) general fund.

Ms. Stephens: Correct. We are using CARES because the purchase is needed for the Covid mail-in election.

Vice-Chairman Mitchell: If there is delay, would we likely lose access to CARES Act funding?

Ms. Stephens: Yes.

Chairman Carmona: With concern regarding Dominion and the national election - this equipment is simply a desk-top scanner. Concerns, like information being changed as it was in-put, would not be the case with this device.

Ms. Stephens: Right. This is a large paper scanner that processes mail-in ballots.

**Motion:** I, Commissioner Clay Mitchell, move to approve the purchase of the Central Scanning; Absentee/Vote by Mail Hardware ImageCast Central Kit, understanding that the funding will be covered by the Storey County CARE Act funds, **Action:** Approve, **Moved by:** Vice Chairman Mitchell, **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote, (Summary: Yes=3)

#### **16. RECESS TO CONVENE AS THE STOREY COUNTY FIRE PROTECTION DISTRICT BOARD**

#### **17. ELECTION OF CHAIRMAN TO THE STOREY COUNTY BOARD OF FIRE COMMISSIONERS FOR A TERM OF ONE YEAR PURSUANT TO STOREY COUNTY CODE 2.04.008**

Vice Chairman Mitchell said he will make a motion.

**Motion:** I, Commissioner Clay Mitchell, make a motion that Chair Carmona serve also as the Chair of the Fire Board, **Action:** Approve, **Moved by:** Vice Chairman Mitchell, **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote, (Summary: Yes=3)

#### **18. ELECTION OF VICE-CHAIRMAN TO THE STOREY COUNTY BOARD OF FIRE COMMISSIONERS FOR A TERM OF ONE YEAR PURSUANT TO STOREY COUNTY CODE 2.04.008**

**Motion:** I, Commissioner Gilman, make a motion to elect Clay Mitchell the Vice Chairman to the Storey County Board of Fire Commissioners for a Term of one year pursuant to Storey County Code 2.04.008, **Action:** Approve, **Moved by:** Commissioner Gilman, **Seconded by:** Chairman Carmona, **Vote:** Motion carried by unanimous vote, (Summary: Yes=3)

**19. DISCUSSION/POSSIBLE ACTION:** Consideration and possible approval of amendments to existing Storey County Fire Protection District (SCFPD) Policy 064-SCFD Compensation.

Human Resources Director, Tobi Whitten: Staff feels it is appropriate to offer incentive pay to the Fire Chief as is currently available to the Battalion Chiefs according to Policy 064. The proposed changes reflect this.

Public Comment: None

Fire Chief Loncar: This is a driving force to push people into further education as well as compensate them for what they bring back to the District. This was also meant to make this position more comparable to those around the region. He would like to continue to work with the Board to fix the last step - the Fire Chief position. And to work with Chief Nevin to fix the firefighter and Battalion Chief positions.

Vice Chairman Mitchell: He is supportive of the ability to tie compensation to merit - encouraging personnel to bring additional expertise to the District.

**Motion:** I, Commissioner Clay Mitchell, make a motion to approve the proposed amendments to Storey County Fire Protection District Policy 064-SCFD Compensation, **Action:** Approve, **Moved by:** Vice Chairman Mitchell, **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote, (Summary: Yes=3)

## **20. RECESS TO RECONVENE AS THE STOREY COUNTY BOARD OF COUNTY COMMISSIONERS**

**21. DISCUSSION/POSSIBLE ACTION:** Consideration and possible action, in accordance with NRS 278.577, Resolution #21-599 to establish the requirements for certifying and for continuing education for a person who, on a full-time basis, fills the position of building official, reviews plans or inspects a structure or building or a portion of a structure or building pursuant to NRS 278.570 or 278.575.

Ms. Whitten said in working with the Community Development Director, they have identified the need for a Resolution establishing certification and continuing education requirements for building officials. We will be in compliance with NRS.

Public Comment: None

Commissioner Gilman: This is a very important requirement and he supports it.

**Motion:** In accordance with NRS 278.577, I, Commissioner Mitchell, move to approve Resolution #21-599 to establish the requirements for certifying and for continuing education for a person who, on a full-time basis, fills the position of building official, reviews plans or inspects a structure or building or a portion of a structure or building pursuant to NRS 278.570 or 278.575, **Action:** Approve, **Moved by:** Vice Chairman Mitchell, **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote, (Summary: Yes=3)

**22. DISCUSSION/POSSIBLE ACTION:** Consideration of letters of interest for appointment of planning commissioners to serve a term representing Precinct 1 Virginia City District, Precinct 5 Virginia City Highlands District, and Storey County At-Large position on the Storey County Planning Commission.

Continued to January 19, 2021

**23. DISCUSSION/POSSIBLE ACTION:** Approval of business license Second Reading:

**A. Evo Electric LLC - Out of County/4871 Ravello Dr., Sparks, NV**

Public Comment: None

**Motion:** I, Clay Mitchell, move to approve the second reading of Item A, **Action:** Approve, **Moved by:** Vice Chairman Mitchell, **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=3)

7. III For possible action, approval of 2021 Appointments to serve on state, county, and regional boards and committees:

1. Safety Committee - Jeff Holman - chair
2. Legislative Representative - Clay Mitchell and Austin Osborne with others, including department heads and staff as needed
3. Historic Fourth Ward School and Museum Board - Clay Mitchell - (changed to Jay Carmona)
4. Nevada-NACO - Lance Gilman with Austin Osborne as alternate
5. Nevadaworks - Lance Gilman with Austin Osborne as alternate
6. Virginia City Senior Center - Lance Gilman
7. Storey County Senior Center Board - Lance Gilman
8. Saint Mary's Art Center - Jay Carmona
9. Western Nevada Development District (WNDD) - Clay Mitchell
10. Carson Water Subconservancy District - Kathy Canfield with Austin Osborne as alternate
11. State Land Use Planning Advisory Council (SLUPAC) - Kathy Canfield
12. Natural Resources Conservation Services (NRCS/USDA) - Kathy Canfield
13. Truckee River Flood Management Authority, Technical Advisory Committee - Lance Gilman with Kathy Canfield as alternate
14. Comstock Historic District Commission - Clay Mitchell
15. Nevada Commission for the Reconstruction of the V&T Railway - Clay Mitchell
16. Oversight of Fire District and Public Works - Lance Gilman
17. Economic Development Authority of Western Nevada (EDAWN) - Austin Osborne
18. Comstock Cemetery Board - Open for further action.
19. Northern Nevada Development Authority (NNDA) (elected official seat) - Clay Mitchell
20. Northern Nevada Development Authority (NNDA) (appointed official seat) - Austin Osborne
21. Storey County Wildlife Advisory Board - Rob DuFresne, Greg Hess Sr., Greg "Bum" Hess, Casey Kelly, and Rich Bacus
22. Washoe-Storey Conservation District - Kathy Canfield

The following will proceed with the second of two-year term on the Virginia City Tourism Commission (VCTC) per their 2020 appointments: Corrado DeGasperi (hotel representative); Ron Gallagher (at-large representative); Angelo Petrini (business district representative); A. Perry (motel representative); and Jay Carmona (county commission representative).

Mr. Osborne requested the appointment for item #3 - Fourth Ward School be changed from Clay Mitchell to Jay Carmona. Staff recommends the rest of the appointees as presented.

Nora Stefu, Historic Fourth Ward School Museum Director, thanked Mr. Carmona for returning to the Board.

Public Comment: None

**Motion:** I, Clay Mitchell, move to approve the Item No. 7 - III, with one adjustment to item #3, Jay Carmona instead of Clay Mitchell on the Historic Fourth Ward School Museum Board, **Action:** Approve, **Moved by:** Vice Chairman Mitchell, **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote, (Summary: Yes=3)

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

Chairman Carmona welcomed everyone back - and new Vice Chairman Clay Mitchell to the Board. Looking forward to 2021 being a great year.

**25. ADJOURNMENT of all active and recessed Boards on the Agenda**

The meeting was adjourned by the call of the Chair at 11:30 AM.

Respectfully submitted,

By: Vanessa Stephens  
Vanessa Stephens Clerk-Treasurer



## Storey County Board of County Commissioners Agenda Action Report

Meeting date: 2/16/2021

Estimate of time required: 0 min

Agenda: Consent ☒ Regular agenda ☐ Public hearing required ☐

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1. For possible action, approval of claims in the amount of \$1,036,730.67
2. **Recommended motion:** Approval of claims as submitted.
3. **Prepared by:** Cory Y. Wood

**Department:** Comptroller

**Telephone:** 775 847-1133

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:**

X Department Head

Department Name: Comptroller

\_\_\_\_ County Manager

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

9. **Board action:**

☐ Approved

☐ Approved with Modifications

☐ Denied

☐ Continued

Agenda Item No. 5I



# Check Register

Packet: APPKT02680 - 2021-01-29 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						
405020	ALL COMSTOCK LLC	01/29/2021	Regular	0.00	4,000.00	101818
400481	ALLISON, MACKENZIE, LTD	01/29/2021	Regular	0.00	300.00	101819
100135	ALSCO INC	01/29/2021	Regular	0.00	354.16	101820
403651	ARC HEALTH AND WELLNESS	01/29/2021	Regular	0.00	715.00	101821
404420	ARCADIA PUBLISHING INC	01/29/2021	Regular	0.00	377.22	101822
99663	AT&T MOBILITY II LLC	01/29/2021	Regular	0.00	124.13	101823
406078	Black Anchor Supply Company LLC	01/29/2021	Regular	0.00	1,471.56	101824
100422	BOB BARKER COMPANY INC	01/29/2021	Regular	0.00	52.85	101825
404634	BRANDON, RUSSELL D	01/29/2021	Regular	0.00	60.00	101826
405669	Carson Tahoe Health	01/29/2021	Regular	0.00	131.60	101827
404216	CARSON VALLEY OIL CO INC	01/29/2021	Regular	0.00	3,310.19	101828
406084	Cassidy, Michael P	01/29/2021	Regular	0.00	33.25	101829
403268	CELCO PARTNERSHIP	01/29/2021	Regular	0.00	2,487.27	101830
	**Void**	01/29/2021	Regular	0.00	0.00	101831
403635	CENTRAL SANITARY SUPPLY	01/29/2021	Regular	0.00	113.98	101832
405235	CHARTWELL STAFFING SERV	01/29/2021	Regular	0.00	3,408.60	101833
406075	Christiansen, Connie	01/29/2021	Regular	0.00	12,560.00	101834
405519	Cigna Health and Life Insurance Corp	01/29/2021	Regular	0.00	22,427.99	101835
100654	CINDERLITE TRUCKING CORP	01/29/2021	Regular	0.00	225.05	101836
405134	CMC TIRE INC	01/29/2021	Regular	0.00	1,355.88	101837
403990	COMSTOCK CEMETERY FOUNDAT	01/29/2021	Regular	0.00	60.00	101838
99652	COMSTOCK CHRONICLE (VC)	01/29/2021	Regular	0.00	564.40	101839
100717	DELTA FIRE SYSTEMS INC	01/29/2021	Regular	0.00	690.00	101840
406059	Eagle Materials, Inc	01/29/2021	Regular	0.00	150.00	101841
404547	ELLIOTT AUTO SUPPLY INC	01/29/2021	Regular	0.00	616.40	101842
403216	FARR WEST ENGINEERING	01/29/2021	Regular	0.00	10,474.00	101843
404509	FASTENAL COMPANY	01/29/2021	Regular	0.00	434.94	101844
403975	FERRELLGAS LP	01/29/2021	Regular	0.00	8,130.73	101845
405264	FIDELITY SEC LIFE INS CO	01/29/2021	Regular	0.00	251.45	101846
404640	GLADDING, EDWARD A.	01/29/2021	Regular	0.00	7,877.50	101847
405046	GLENN, PHILLIP	01/29/2021	Regular	0.00	634.50	101848
103470	GREAT BASIN TERMITE & PES	01/29/2021	Regular	0.00	365.00	101849
404778	HAT, LTD	01/29/2021	Regular	0.00	1,136.80	101850
102983	HD SUPPLY FACIL MAINT LTD	01/29/2021	Regular	0.00	121.65	101851
403040	HENRY SCHEIN, NC	01/29/2021	Regular	0.00	110.58	101852
405295	Holman, Jeff	01/29/2021	Regular	0.00	150.00	101853
403753	HOT SPOT BROADBAND INC	01/29/2021	Regular	0.00	82.50	101854
100978	INTERSTATE OIL CO	01/29/2021	Regular	0.00	1,546.14	101855
405726	ITI Consulting, LLC	01/29/2021	Regular	0.00	3,451.68	101856
403834	IT1 SOURCE LLC	01/29/2021	Regular	0.00	92,409.90	101857
103317	JBP LLC	01/29/2021	Regular	0.00	58.02	101858
405326	Jensen Enterprises Inc	01/29/2021	Regular	0.00	8,403.00	101859
405263	KANSAS CITY LIFE INS CO	01/29/2021	Regular	0.00	24.66	101860
406085	Larson, Bruce	01/29/2021	Regular	0.00	40.65	101861
101030	LIFE ASSIST INC	01/29/2021	Regular	0.00	62.95	101862
404102	LIQUID BLUE EVENTS LLC	01/29/2021	Regular	0.00	7,300.00	101863
405060	Mancuso, James V	01/29/2021	Regular	0.00	350.00	101864
405076	McCord, Alan Mills	01/29/2021	Regular	0.00	25.00	101865
405331	Morpho USA, Inc	01/29/2021	Regular	0.00	2,534.00	101866
100471	MOUND HOUSE TRUE VALUE	01/29/2021	Regular	0.00	148.45	101867
404374	NATIONAL SHERIFF'S ASSOC	01/29/2021	Regular	0.00	68.00	101868
406082	Nelson, Jacob	01/29/2021	Regular	0.00	150.00	101869
101228	NEV ADMIN BLDG & GROUNDS	01/29/2021	Regular	0.00	1,670.19	101870
101343	NEV DEPT HUMAN RESOURCES	01/29/2021	Regular	0.00	506.62	101871

## Check Register

Packet: APPKT02680-2021-01-29 AP Payments cw

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
404357	NEVADA OCCUPATIONAL HLTH	01/29/2021	Regular	0.00	99.00	1018
101362	Nextel of California	01/29/2021	Regular	0.00	179.57	101873
402926	OFFSITE DATA DEPOT, LLC	01/29/2021	Regular	0.00	258.74	101874
405127	O'REILLY AUTO ENTERPRISES LLC	01/29/2021	Regular	0.00	13.30	101875
406077	Petroff George	01/29/2021	Regular	0.00	25.00	101876
103032	POWERPLAN	01/29/2021	Regular	0.00	132.23	101877
102589	PUBLIC AGENCY COMPENSATIO	01/29/2021	Regular	0.00	137,951.00	101878
103306	PURCHASE POWER	01/29/2021	Regular	0.00	1,900.00	101879
406074	Quality Chain Corp	01/29/2021	Regular	0.00	1,684.00	101880
404134	RAPID SPACE LLC	01/29/2021	Regular	0.00	665.95	101881
402937	RAY MORGAN CO INC (CA)	01/29/2021	Regular	0.00	110.87	101882
101515	RENO GAZETTE-JOURNAL	01/29/2021	Regular	0.00	1,073.75	101883
101210	SBC GLOBAL SERVICES INC	01/29/2021	Regular	0.00	337.51	101884
405081	SHERMARK DISTRIBUTORS INC	01/29/2021	Regular	0.00	388.40	101885
102462	SIERRA ENVIRONMENTAL MONITOR	01/29/2021	Regular	0.00	262.00	101886
403384	SMITHS FOOD & DRUG CENTER	01/29/2021	Regular	0.00	111.90	101887
404195	SOUTHERN GLAZERS WINE & S	01/29/2021	Regular	0.00	843.40	101888
101745	ST CO WATER SYSTEM	01/29/2021	Regular	0.00	3,154.32	101889
405475	Staples Contract & Commercial, Inc	01/29/2021	Regular	0.00	202.61	101890
404871	STAR2STAR COMMUNICATIONS, LLC	01/29/2021	Regular	0.00	2,598.55	101891
405244	SUTTON HAGUE LAW CORP	01/29/2021	Regular	0.00	2,692.50	101892
404615	THE ANTOS AGENCY	01/29/2021	Regular	0.00	1,307.16	101893
405997	The Divide LLC	01/29/2021	Regular	0.00	29.00	101894
404473	The DUBE' GROUP INC	01/29/2021	Regular	0.00	7,175.00	101895
404030	TUSSELMING, DICK G	01/29/2021	Regular	0.00	480.00	101896
405641	United Healthcare Insurance Compa	01/29/2021	Regular	0.00	114.28	101897
101845	US POSTOFFICE (VC)	01/29/2021	Regular	0.00	200.00	101898
404828	V & T ROCK, INC	01/29/2021	Regular	0.00	3,239.74	101899
403983	VCTC	01/29/2021	Regular	0.00	80.20	101900
402820	WALKER & ASSOCIATES	01/29/2021	Regular	0.00	2,083.00	101901
103030	WATERS SEPTIC TANK SV DBA	01/29/2021	Regular	0.00	740.00	101902
101809	WEDCO INC	01/29/2021	Regular	0.00	53.40	101903
103237	WESTERN ENVIRONMENTAL LAB	01/29/2021	Regular	0.00	170.00	101904
101920	WESTERN NEVADA SUPPLY CO	01/29/2021	Regular	0.00	285.57	101905
404295	WELLS ONE COMMERCIAL CARD	01/29/2021	Bank Draft	0.00	16,557.19	DFT0000707

## Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	152	87	0.00	379,150.39
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	0.00
Bank Drafts	21	1	0.00	16,557.19
EFT's	0	0	0.00	0.00
	173	89	0.00	395,707.58

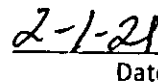
Approved by the Storey County Board of Commissioners:

Chairman

Commissioner

Commissioner


  
Comptroller


  
Date

Treasurer

Date



## Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash Account	1/2021	395,707.58
			395,707.58



# Check Register

Packet: APPKT02686 - 2021-02-05 715 PERs Payment sl


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	02/05/2021	EFT	0.00	44,505.80	10162

## Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	0	0	0.00	0.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	2	1	0.00	44,505.80
	2	1	0.00	44,505.80

Approved by the Storey County Board of Commissioners:

Chairman	Commissioner	Commissioner
		2-4-21
Comptroller		Date
Treasurer		Date

**Fund Summary**

Fund	Name	Period	Amount
999	Pooled Cash Account	2/2021	44,505.80
			<u>44,505.80</u>



# Check Register

Packet: APPKT02685 - 2021-02-05 PR Payment sl

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	02/05/2021	EFT	0.00	85,642.87	10160
404639	VOYA RETIREMENT INS	02/05/2021	EFT	0.00	9,905.00	10161
300003	AFLAC	02/05/2021	Regular	0.00	1,156.39	101906
300008	AFSCME Union	02/05/2021	Regular	0.00	558.32	101907
405519	Cigna Health and Life Insurance Cor	02/05/2021	Regular	0.00	127,025.96	101908
	**Void**	02/05/2021	Regular	0.00	0.00	101909
300001	Colonial Life & Accident	02/05/2021	Regular	0.00	103.38	101910
404704	DVM INSURANCE AGENCY	02/05/2021	Regular	0.00	87.32	101911
405264	FIDELITY SEC LIFE INS CO	02/05/2021	Regular	0.00	1,308.94	101912
405263	KANSAS CITY LIFE INS CO	02/05/2021	Regular	0.00	730.79	101913
300011	Nevada State Treasurer	02/05/2021	Regular	0.00	4.00	101914
103233	PUBLIC EMPLY RETIREMENT SYSTEM	02/05/2021	Regular	0.00	303.56	101915
300010	State Collection & Disbursement Un	02/05/2021	Regular	0.00	213.43	101916
300006	Storey Co Fire Fighters Assoc	02/05/2021	Regular	0.00	1,450.00	101917
300005	Washington National Ins	02/05/2021	Regular	0.00	960.76	101918
300002	Western Insurance Specialties	02/05/2021	Regular	0.00	326.49	101919

## Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	27	13	0.00	134,229.34
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	5	2	0.00	95,547.87
	32	16	0.00	229,777.21

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	2/2021	<u>229,777.21</u>
			<b>229,777.21</b>



# Vendor History Report

## By Vendor Name

Posting Date Range -

Payment Date Range 02/05/2021 - 02/05/2021

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													
INV0013478	HSA Contributions			2/5/2021		DFT0000709	2/5/2021	10,661.98	0.00	0.00	0.00	10,661.98	10,661.98
HSA Contributions	0.00	0.00	10,561.98		001-29506-000		Insurances		7,726.98				
					020-29506-000		Rds-Ins		370.00				
					090-29506-000		Wtr-Ins		125.50				
					130-29506-000		Swr-Ins		59.50				
					230-29506-000		VCTC-Ins		372.00				
					231-29506-000		Pipers-Ins		93.00				
					250-29506-000		Fire-Ins		1,815.00				
INV0013479	HSA Contributions			2/5/2021		DFT0000710	2/5/2021	100.00	0.00	0.00	0.00	100.00	100.00
HSA Contributions	0.00	0.00	100.00		001-29506-000		Insurances		100.00				
Vendors: (1) Total 01 - Storey County Vendors:								10,661.98	0.00	0.00	0.00	10,661.98	10,661.98
Vendors: (1) Report Total:								10,661.98	0.00	0.00	0.00	10,661.98	10,661.98

Approved by the Storey County Board of Commissioners:

Chairman

Commissioner

Commissioner

Comptroller

Date

Treasurer

Date




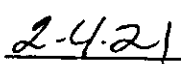
# Payroll Check Register Report Summary

Pay Period: 1/18/2021-1/31/2021

Packet: PRPKT00994 - 2021-02-05 Payroll sl  
Payroll Set: Storey County - 01

Type	Count	Amount
Regular Checks	2	2,406.48
Manual Checks	0	0.00
Reversals	0	0.00
Voided Checks	0	0.00
Direct Deposits	154	353,671.62
Total	156	356,078.10

Approved by the Storey County Board of Commissioners:

Chairman	Commissioner	Commissioner
		
Comptroller		Date
Treasurer		Date



## Storey County Board of County Commissioners Agenda Action Report

Meeting date: 02-16-2021

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

Department Name: Community Development

  
County Manager

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

9. **Board action:**

☐ Approved  
☐ Denied

☐ Approved with Modifications  
☐ Continued

Agenda Item No. 5II



# 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

**February 8, 2021**  
Via Email

Fr: Ashley Mead

Please add the following item(s) to the **February 16, 2021**

COMMISSIONERS Consent Agenda:

## **FIRST READINGS:**

- A. Western Pacific Electric Inc.** – Contractor / 1901 Frazer Ave. ~ Sparks, NV
- B. Averill Consulting Group, Inc.** – Out of County/ 5355 Canyon River Dr. ~ Ada, MI
- C. Pita and Plantains** – Food Truck / 60 Lily Ct. ~ Reno, NV
- D. Corestone Engineering, Inc.** – Out of County / 1345 Capital Blvd. Ste B. ~ Reno, NV
- E. Energy Erectors, Inc.** – Contractor / 2958 N. Commerce St. ~ N. Las Vegas, NV
- F. OS Construction Services, Inc.** – Contractor / 6465 W. Sahara Ave., Ste. 101 ~ Las Vegas, NV

cc: Community Development  
Commissioner's Office

Planning Department  
Comptroller's Office

Sheriff's Office



## Storey County Board of County Commissioners

### Agenda Action Report

Meeting date: 02/16/2021

Estimate of time required: 30 min

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

---

1. **Title:** Updates and discussion from county lobbyists and staff regarding upcoming bills and legislative action affecting Storey County.

2. **Recommended motion:** None

3. **Prepared by:** Austin Osborne

**Department:** Manager

**Telephone:** 75-847-0968

4. **Staff summary:** Storey County staff and lobbyists are engaged in the full range of bills affecting the county.

5. **Supporting materials:**

6. **Fiscal impact:**

Funds Available:

Fund:

\_\_\_\_ Comptroller

7. **Legal review required:**

\_\_\_\_ District Attorney

8. **Reviewed by:**

\_\_\_\_ Department Head

Department Name: Clerk

\_\_\_\_ County Manager

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

9. **Board action:**

[ ] Approved  
[ ] Denied

[ ] Approved with Modifications  
[ ] Continued

Agenda Item No. 7



## Storey County Board of County Commissioners Agenda Action Report

Meeting date: 02/16/2021

Estimate of time required: 30 min

Agenda: Consent ☐ Regular agenda ☒ Public hearing required ☐

---

1. **Title:** Provide direction to county staff and lobbyists on representing Storey County regarding potential legislation related to Innovation Zones and other properly related matters.
2. **Recommended motion:** I (commissioner) motion to direct county staff and lobbyists to represent Storey County as (supporting / neutral / opposing ) proposed legislation related to Innovation Zones directly and indirectly affecting Storey County, and for county staff and lobbyists to periodically update and seek guidance and direction from the board in these matters.

3. **Prepared by:** Austin Osborne

**Department:** Manager

**Telephone:** 75-847-0968

4. **Staff summary:** This pertains to possible legislation about Innovation Zones.

5. **Supporting materials:**

6. **Fiscal impact:**

Funds Available:

Fund:

\_\_\_\_ Comptroller

7. **Legal review required:**

\_\_\_\_ District Attorney

8. **Reviewed by:**

\_\_\_\_ Department Head

Department Name: Clerk

\_\_\_\_ County Manager

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

9. **Board action:**

☐ Approved

☐ Approved with Modifications

☐ Denied

☐ Continued

Agenda Item No. 8



## Storey County Board of County Commissioners Agenda Action Report

Meeting date: 02/16/2021

Estimate of time required: 10 min

Agenda: Consent ☐ Regular agenda ☒ Public hearing required ☐

---

1. **Title:** Storey County investment portfolio review presented by Morton Asset Management

2. **Recommended motion:** None, for information only.

3. **Prepared by:** Vanessa Stephens

**Department:** Treasurer

**Telephone:** 75-847-0969

4. **Staff summary:**

5. **Supporting materials:**

6. **Fiscal impact:**

Funds Available:

Fund:

\_\_\_\_ Comptroller

7. **Legal review required:**

\_\_\_\_ District Attorney

8. **Reviewed by:**

\_\_\_\_ Department Head

Department Name: Clerk

\_\_\_\_ County Manager

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

9. **Board action:**

☐ Approved

☐ Approved with Modifications

☐ Denied

☐ Continued

Agenda Item No. 11



## Storey County Board of County Commissioners Agenda Action Report

Meeting date: 02/16/2021

Estimate of time required: 15 min

Agenda: Consent ☐ Regular agenda ☒ Public hearing required ☐

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1. **Title:** Possible acceptance of bid from Armac Construction and award of contract to install (3) 4" conduit from NDOT right-of-way gate #14 on State Route 439 to the communications tower as fulfilment of county obligations under interlocal agreement with NDOT - NM535-17-016 in the amount of \$92,200.00.
2. **Recommended motion:** I, [commissioner], move to accept the bid from Armac Construction and to award the contract to install (3) 4" conduit from NDOT right-of-way gate #14 on State Route 439 to the communications tower in the amount of \$92,200.00. This will fulfill Storey County's obligations under interlocal agreement with NDOT – NM535-17-016.

3. **Prepared by:** Mike Northan

**Department:** Project Management

**Telephone:** 75-335-6991

4. **Staff summary:** See attached

5. **Supporting materials:**

6. **Fiscal impact:**

Funds Available:

Fund:

\_\_\_\_ Comptroller

7. **Legal review required:**

\_\_\_\_ District Attorney

8. **Reviewed by:**

\_\_\_\_ Department Head

Department Name: Clerk

\_\_\_\_ County Manager

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

9. **Board action:**

☐ Approved  
☐ Denied

☐ Approved with Modifications  
☐ Continued

Agenda Item No. 12

## Staff Report

January 26, 2021

Tower Conduit Project, CP-21-01, PWP # ST-2021-125

### Background

In 2017, an interlocal agreement between NDOT and Storey County was approved by the Storey County Board of Commissioners in which Storey County would secure a parcel of land with an access easement on SR 439 and NDOT would construct a microwave communications tower for the use and benefit of state agencies and Storey County.

This agreement required Storey County to acquire the parcel (which Storey County did in May of 2017), build an access road (which the county did in November of 2018), and install conduit from the ROW gate to the gate of the tower site.

All that remains for Storey County's requirements under this agreement is to install the conduit from the existing box at the ROW gate to an existing box just inside of the tower gate.

### Current

Storey County advertised for bids for the conduit installation and opened sealed bids on January 19, 2021 at 14:00 hours. We had a lot of interest in the project with 13 bidders. All bids were responsive with a large spread of bid amounts.

We have an apparent low bidder in Armac Construction at \$92,200.00. Armac Construction has submitted their contractor's license, insurance certs, workers' comp., and Storey County business license.

This price is substantially lower than the mean bid price and the estimate prior to bid.

### Recommendations

Staff recommends we proceed with this work to fulfill our part of the interlocal agreement and make the NDOT tower available to our communications and IT networks which will enhance system performance and reliability.

INTERLOCAL AGREEMENT

This Agreement, made and entered into on \_\_\_\_\_, by and between the State of Nevada, acting by and through its Department of Transportation, hereinafter called the "DEPARTMENT," and Storey County, 26 South B Street, Virginia City, NV hereinafter called the "COUNTY," collectively, parties or Parties.

WITNESSETH:

WHEREAS, an Interlocal Agreement is defined as an agreement by public agencies to "obtain a service" from another public agency, hereinafter called parties; and

WHEREAS, pursuant to the provisions contained in Chapter 408 of the Nevada Revised Statutes, the Director of the DEPARTMENT may enter into agreements necessary to carry out the provisions of the Chapter; and

WHEREAS, NRS 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which any of the public agencies entering into the agreement is authorized by law to perform and refers to such as an Interlocal Contract, hereinafter called the Agreement; and

WHEREAS, the purpose of this Agreement is for the shared development and operation of a Public Safety Communications facility; and

WHEREAS, the services of the COUNTY will be of benefit to the DEPARTMENT and to the people of the State of Nevada; and

WHEREAS, the COUNTY is willing and able to perform the services described herein.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, it is agreed as follows:

ARTICLE I – COUNTY AGREES

1. To provide the DEPARTMENT with access, at no cost, to COUNTY-owned or leased property as described in ARTICLE I, Paragraph 2 of this AGREEMENT for the purpose of building a joint communications site (hereinafter, the SITE) which will benefit both the COUNTY and the DEPARTMENT.
2. To accept a donation of property from the Tahoe Regional Industrial Center described as MDM, T. 27 N., R. 23 e., sec. 28, SE 1/4 and the sec. 27 SW 1/4, which is hereinafter called the "SITE."
3. To construct an access road to the SITE and to grade the SITE area to create a 100' x100' pad.
4. To install two (2) four (4) inch conduits from SR 439 to the SITE for future fiber and commercial power.
5. To maintain the access road to the SITE.

6. To install and maintain communications and electronic equipment which is owned and operated by the COUNTY

7. To provide the DEPARTMENT, at no cost, an exclusive and irrevocable (except as set forth in the termination provisions) right to use the property, facilities, and systems on the COUNTY property with the understanding that granting this does not convey legal title to COUNTY property(s).

## ARTICLE II – DEPARTMENT AGREES

1. To retain ownership of facilities and system constructed by the DEPARTMENT located at the SITE, to fund one hundred percent (100%) of the communications shelter, tower and back up power system (hereinafter the INFRASTRUCTURE), and to fund one hundred percent (100%) of the annual and monthly INFRASTRUCTURE maintenance, shore power, and refueling costs with State funds.

2. To construct two equipment shelters. One will provide controlled space to install communications and electronic equipment and the other will provide controlled space to install generator and battery back up power systems (hereinafter the "PROJECT") at the SITE for the use by both parties.

3. To install and maintain communications and electronic equipment which is owned and operated by the DEPARTMENT.

4. To supply and install a communications tower to meet the mutually agreed upon design criteria and loading limits.

5. To provide two (2) copies of the preliminary INFRASTRUCTURE plans and specifications for review and comment, and to invite the COUNTY to the specification review meeting to address such comments.

6. To allow the COUNTY to observe, review, and inspect PROJECT construction work with the understanding that all items of concern are to be reported to the DEPARTMENT's Traffic Operations Technology Manager and not to the Contractor.

7. The Department shall provide the COUNTY an exclusive and irrevocable (except as set forth in the termination provisions) right to use the INFRASTRUCTURE, at no cost to the COUNTY, on the COUNTY property with the understanding that granting this does not convey legal title to the DEPARTMENT's INFRASTRUCTURE installed on COUNTY property.

8. To allow the COUNTY to review and comment on the PROJECT change orders which involve features or items related to the PROJECT for which COUNTY assumes a maintenance responsibility. The COUNTY's written response shall be made within five (5) working days of the DEPARTMENT's service of a change order. No response from the COUNTY within this time frame shall constitute the COUNTY's consent and acceptance for the DEPARTMENT to proceed.

## ARTICLE III - IT IS MUTUALLY AGREED

1. The COUNTY and the DEPARTMENT agree that the SITE is designated for use as a public safety communication only facility. It is expressly agreed that the facility shall not be used for any commercial or private purposes. Additional public safety agencies requesting use of the SITE are subject to joint approval by the COUNTY and the DEPARTMENT and will be responsible for their proportionate share of the additional operation, repair, and maintenance



costs. Any lease fees will be shared by COUNTY and the DEPARTMENT equally to offset capital improvements.

2. The term of this Agreement shall be from the date first written above for an initial term of ten (10) years. This Agreement shall automatically renew for an additional ten (10) year term on the last day of each subsequent ten (10) year term, unless either of the parties notifies the other party (ies) in writing thirty (30) calendar days prior to the end of the then current ten-year-term of its desire that this Agreement not be renewed for an additional ten-year term. The term of this Agreement is subject to the requirements of NRS 244.320.

3. This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of each party.

4. This Agreement may be terminated by either party prior to the date set forth above, provided that a termination shall not be effective until thirty (30) calendar days after a party has served written notice upon the other party. This Agreement may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Agreement shall be terminated immediately if for any reason Federal and/or State Legislature and/or COUNTY funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

5. Upon termination or expiration of the initial or any extended term of this Agreement, any party may remove its own SITE Improvements and communications equipment installed on either the radio tower or shelters, and any damage caused by such removal shall be promptly repaired by the party who caused the damage. An Itemization of the ownership of all SITE improvements and equipment is attached hereto as Exhibit "A" and incorporated herein by reference.

6. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by facsimile with simultaneous regular mail, or by certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth below:

FOR DEPARTMENT:

Rudy Malfabon, P.E., Director  
Attn.: Dan Berger  
Nevada Department of Transportation  
Traffic Operations Division:  
1263 South Stewart Street  
Carson City, Nevada 89712  
Phone: 775-888-7884  
Fax: 775-888-7090  
E-mail: dberger@dot.nv.gov

FOR STOREY COUNTY:

Pat Whitten, County Manager  
Storey County  
PO Box 176  
26 South B Street  
Virginia City, Nevada 89440  
Phone: 775-847-0964  
Fax:  
E-mail: pwhitten@storeycounty.org

7. Each party agrees to keep and maintain under generally accepted accounting principles full, true, and complete records and documents (written, electronic, computer related, or otherwise) pertaining to this Agreement and present, at any reasonable time, such information for inspection, examination, review, audit, and copying at any office where such records and documentation are maintained. Such records and documentation shall be retained for three (3) years after final payment is made.

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

9. The parties do not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Agreement liability of both parties shall not be subject to punitive damages. Actual damages for any DEPARTMENT breach shall never exceed the amount of funds which have been appropriated for payment under this Agreement, but not yet paid, for the fiscal year budget in existence at the time of the breach.

10. Neither party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including without limitations, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of this Agreement after the intervening cause ceases.

11. To the fullest extent of NRS Chapter 41 liability limitations, each party shall indemnify, hold harmless, and defend, not excluding the other's right to participate, the other from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorney's fees and costs, arising out of any alleged negligent or willful acts or omissions of the party, its officers, employees, and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity, which would otherwise exist as to any party or person, described herein. This indemnification obligation is conditioned upon service of written notice to the other party within thirty (30) calendar days of the indemnified party's notice of actual or pending claim or cause of action. The indemnifying party shall not be liable for reimbursement of any attorney's fees and costs incurred by the indemnified party due to said party exercising its right to participate with legal counsel.

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

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

14. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement and this Agreement shall be construed as if such provision did not exist. The unenforceability of such provision or provisions shall not be held to render any other provision or provisions of this Agreement unenforceable.

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

16. Except as otherwise provided by this Agreement, all or any property presently owned by either party shall remain in such ownership upon termination of this Agreement, and there shall be no transfer of property between the parties during the course of this Agreement.

17. Pursuant to NRS Chapter 239, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is confidential by law or a common law balancing of interests.

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

19. The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to perform the services set forth herein.

20. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the exclusive jurisdiction of the Nevada state district courts for enforcement of this Agreement.

21. Any alteration considered extra work shall be addressed through an amendment to this Agreement. The amount and payment for extra work, as well as designation of responsibility for payment of such work, shall be specified in such written amendment.

22. Any recipient or subrecipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act and implementing regulations at 2 CFR Part 170, including Appendix A available at <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf>.

23. In connection with the performance of work under this Agreement, the parties agree not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, or age, including, without limitation, with regard to employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff, or termination, rates of pay or other forms of compensation, and selection for training, including, without limitation, apprenticeship. The parties further agree to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

24. This Agreement constitutes the entire agreement of the parties and such is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no

modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Attorney General.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

**STOREY COUNTY**

State of Nevada, acting by and through its  
DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_

\_\_\_\_\_  
Director

\_\_\_\_\_  
Name (Print)

Approved as to Legality & Form:

\_\_\_\_\_  
Title (Print)

\_\_\_\_\_  
Deputy Attorney General

\_\_\_\_\_

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Title (Print)

Approved as to Form:

\_\_\_\_\_  
Deputy District Attorney

January 19, 2021 14:00 PST

[illegible]



## Storey County Board of County Commissioners Agenda Action Report

Meeting date: 02/16/2021

Estimate of time required: 15 min

Agenda: Consent ☐ Regular agenda ☒ Public hearing required ☐

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1. **Title:** Consideration and possible approval of contract between Storey County and JNA Consulting Group, LLC for professional services related to proposed legislation financially and otherwise affecting Storey County.
2. **Recommended motion:** I (commissioner) motion to approve contract between Storey County and JNA Consulting Group, LLC for professional services related to proposed legislation financially and otherwise affecting Storey County.

3. **Prepared by:** Austin Osborne

**Department:** County Manager

**Telephone:** 75-847-0968

4. **Staff summary:** JNA Consulting Group has in the past assisted Storey County with inter-local agreements, legislation, and other matters involving financial analyses, and in the 2021 legislative session would be on retainer in case of such need. The contract is proposed to expire December 31, 2021.

5. **Supporting materials:** Contract

6. **Fiscal impact:**

Funds Available:

Fund:

\_\_\_\_ Comptroller

7. **Legal review required:**

\_\_\_\_ District Attorney

8. **Reviewed by:**

\_\_\_\_ Department Head

Department Name: Manager

\_\_\_\_ County Manager

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

9. **Board action:**

☐ Approved  
☐ Denied

☐ Approved with Modifications  
☐ Continued



**JNA Consulting Group, LLC**  
**Independent Public Finance Advisors**

February 3, 2021

Auston Osborne, County Manager  
Storey County  
PO Box 176  
Virginia City, Nevada 89440

Re: Storey County Legislative Assistance

Austin:

JNA Consulting Group, LLC is pleased to be of service to Storey County on the above-referenced project.

This letter specifies the terms of the engagement between JNA Consulting Group, LLC ("JNA"), located at 410 Nevada Way, Boulder City, Nevada and Storey County, Nevada, located at 26 B Street, Virginia City, Nevada (the "County").

**Scope of Municipal Advisory Activities to be Performed**

Services provided consist of offering advice and analysis of proposed legislation affecting Storey County as requested. Specifically, we will review proposed legislation, as requested by the County, for potential financial impacts. We will participate in meetings and conference calls with staff, the County Commission and others as requested.

**Term of Engagement Agreement**

This engagement between the County and JNA shall become effective as of the date of its acceptance as provided below. The agreement will expire December 31, 2021 unless extended by both parties. Any extensions must be mutually agreed upon by all parties in writing.

**Compensation and Out-of-Pocket Expenses**

The fee for this assignment will be based on our hourly rates. The fee does not include out of pocket expenses such as overnight mail, copying, or travel-related expenses. Such items will be included on the bill as reimbursable items. Invoices will be sent quarterly. We will cap the initial fee at \$3,500. In the event the scope of the engagement expands due to County requests for additional services or the analysis of particular legislation is more complex than anticipated, we will propose a new maximum fee with County approval. We reserve the right to modify our hourly rates annually, with County approval, to reflect inflation. For purposes of this transaction our initial hourly rates will be as follows:

President	\$350
Vice President	\$290
Vice President (research)	\$250
General Staff	\$125

**Fiduciary Duty**

JNA is registered as a Municipal Advisor with the SEC and Municipal Securities Rulemaking Board ("MSRB"). As such, JNA has a Fiduciary duty to the County and must provide both a Duty of Care and a Duty of Loyalty that entails the following:

**Duty of Care:**

- Exercise due care in performing its municipal advisory activities;
- Possess the degree of knowledge and expertise needed to provide the County with informed advice;
- Make a reasonable inquiry as to the facts that are relevant to the County's determination as to whether to proceed with a course of action or that form the basis for any advice provided to the County; and
- Undertake a reasonable investigation to determine that JNA is not forming any recommendation on materially inaccurate or incomplete information; JNA must have a reasonable basis for:
  - Any advice provided to or on behalf of the County;
  - Any representations made in a certificate that it signs that will be reasonably foreseeably relied upon by the County, any other party involved in the municipal securities transaction or municipal financial product, or investors in the County securities; and
    - Any information provided to the County or other parties involved in the municipal securities transaction in connection with the preparation of an official statement.



Duty of Loyalty:

JNA must deal honestly and with the utmost good faith with the County and act in the County's best interests without regard to the financial or other interests of JNA. JNA will eliminate or provide full and fair disclosure (included herein) to Issuer about each material conflict of interest (as applicable). JNA will not engage in municipal advisory activities with the County as a municipal entity, if it cannot manage or mitigate its conflicts in a manner that will permit it to act in the County's best interests.

**Conflicts of Interest and Other Matters Requiring Disclosures**

- As of the date of the Agreement, there are no actual or potential conflicts of interest that JNA is aware of that might impair its ability to render unbiased and competent advice or to fulfill its fiduciary duty. If JNA becomes aware of any potential conflict of interest that arise after this disclosure, JNA will disclose the detailed information in writing to the County in a timely manner.
- The fee paid to JNA increases the cost of investment to the County. The increased cost occurs from compensating JNA for municipal advisory services provided.
- JNA does not act as principal in any of the transaction(s) related to this Agreement.
- During the term of the municipal advisory relationship, this agreement will be promptly amended or supplemented to reflect any material changes in or additions to the terms or information within this agreement and the revised writing will be promptly delivered to the County.

**Material Conflicts to be Considered**

- JNA does not have any affiliate that provides any advice, service, or product to or on behalf of the client that is directly or indirectly related to the municipal advisory activities to be performed by JNA;
- JNA has not made any payments directly or indirectly to obtain or retain the County's municipal advisory business;
- JNA has not received any payments from third parties to enlist the recommendation to the County of its services, any municipal securities transaction or any municipal finance product;
- JNA has not engaged in any fee-splitting arrangements involving JNA and any provider of investments or services to the County;
- JNA's compensation for municipal advisory activities to be performed may be contingent on the size or close of any transactions as to which JNA is providing advice;
- JNA does not have any other engagements or relationships that might impair JNA's ability either to render unbiased and competent advice to or on behalf of the County or to fulfill its fiduciary duty to the County, as applicable; and
- JNA does not have any legal or disciplinary event that is material to the County's evaluation of the municipal advisory or the integrity of its management or advisory personnel.

**Other Municipal Advisor Relationships**

JNA serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of another JNA client. For example, JNA serves as municipal advisor to other municipal advisory clients and, in such cases, owes a regulatory duty to such other clients just as it does to the District. These other clients may, from time to time and depending on the specific circumstances, have competing interests. In acting in the interests of its various clients, JNA could potentially face a conflict of interest arising from these competing client interests. JNA fulfills its regulatory duty and mitigates such conflicts through dealing honestly and with the utmost good faith with the County.

**Legal Events and Disciplinary History**

JNA does not have any legal events and disciplinary history on its Form MA and Form MA-I, which includes information about any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation. The County may electronically access JNA's most recent Form MA and each most recent Form MA-I filed with the Commission at the following website: [www.sec.gov/edgar/searchedgar/companysearch.html](http://www.sec.gov/edgar/searchedgar/companysearch.html).

There have been no material changes to a legal or disciplinary event disclosure on any Form MA or Form MA-I filed with the SEC.

**Recommendations**

If JNA makes a recommendation of a municipal securities transaction or municipal financial product or if the review of a recommendation of another party is requested in writing by the County and is within the scope of the engagement, JNA will determine, based on the information obtained through reasonable diligence of JNA whether a municipal securities transaction or municipal financial product is suitable for the County. In addition, JNA will inform the County of:

- The evaluation of the material risks, potential benefits, structure, and other characteristics of the recommendation;
- The basis upon which JNA reasonably believes that the recommended municipal securities transaction or municipal financial product is, or is not, suitable for the County; and
- Whether JNA has investigated or considered other reasonably feasible alternatives to the recommendation that might also or alternatively serve the County's objectives.

If the County elects a course of action that is independent of or contrary to the advice provided by JNA, JNA is not required on that basis to disengage from the County.

**Complaints**

JNA is currently registered as a Municipal Advisor with the SEC and the MSRB.

Within the MSRB website at [www.msrb.org](http://www.msrb.org), the District may obtain the Municipal Advisory client brochure that is posted on the MSRB website. The brochure describes the protections that may be provided by the MSRB rules along with how to file a complaint with financial regulatory authorities.

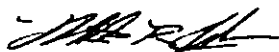
**Record Retention**

Effective July 1, 2014, pursuant to the Securities and Exchange Commission (SEC) record retention regulations, JNA is required to maintain in writing, all communication and created documents between JNA and the County for five years.

If there are any questions regarding the above, please do not hesitate to contact JNA. If the foregoing terms meet with your approval, please indicate your acceptance by executing both copies of this letter and returning one copy.

Our objective is to have the proposed transactions proceed as smoothly as possible for the County. We look forward to working with you and thank you for this opportunity to be of service to the County. Please call me at 702-294-5100 if you have any questions.

Sincerely,



Martin R. Johnson  
President

MRJ:mh

Agreed to and Accepted as of \_\_\_\_\_:  
Date

By: Storey County, Nevada

\_\_\_\_\_  
Authorized Signature and Title



## Storey County Board of County Commissioners Agenda Action Report

Meeting date: February 16, 2021

Estimate of time required: 10 Min

Agenda: Consent ☐ Regular agenda ☒ Public hearing required ☐

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1. **Title:** Discussion/Possible Action: Consideration and possible approval for County Manager Austin Osborne to sign the Subgrant Agreement between the Nevada State Historic Preservation Office and Storey County in the amount of \$32,699.00, for the fieldwork phase of a larger effort to update the survey data for buildings and structures in Virginia City, the "Divide," Gold Hill, and surrounding Historic District areas within the county.
2. **Recommended motion:** I (commissioner), move to approve the signing of the Subgrant Agreement between the Nevada State Historic Preservation Office and Storey County in the amount of \$32,699.00 by County Manager Austin Osborne.

3. **Prepared by:** Lara Mather

**Department:** Community Relations

**Telephone:** 847-0986

4. **Staff summary:** See attached.

5. **Supporting materials:** Grant Agreement

6. **Fiscal impact:**

Funds Available:

Fund:

\_\_\_\_ Comptroller

7. **Legal review required:**

\_\_\_\_ District Attorney

8. **Reviewed by:**

\_\_\_\_ Department Head

Department Name: Commissioner's Office

\_\_\_\_ County Manager

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

9. **Board action:**

☐ Approved  
☐ Denied

☐ Approved with Modifications  
☐ Continued

Agenda Item No. 14

**Staff Summary:**

The Historic Preservation Fund Subgrant award is in the amount of \$32,699.00. This grant is for the fieldwork phase of a larger effort to update the survey data for buildings and structures in Virginia City, the "Divide," Gold Hill, and surrounding district areas within the county.

Prior to fieldwork commencing, Farr West Engineering will develop a data-gathering tool sufficient for gathering building data and photographs via a handheld tablet, with the goal of making the data available as a GIS layer on the County's website during a later phase. Data fields for the survey application or collector tool will include APN, style, building type, building materials, condition, integrity, and other information. The grant budget includes an allocation for the purchase of tablets, to be housed at the Comstock Historic District Commission (CHDC) offices and available for County use.

The fieldwork portion will be accomplished by graduate students working in two teams of two. The grant will provide a per diem and stipend for each student, as well as housing provided in partnership with St. Mary's Art Center in Virginia City. If a student brings his or her own vehicle, project-related mileage will be reimbursed.

Students will arrive on July 7, 2021 and will have two days of training and orientation. The fieldwork will occur July 12-August 6 with the students working five days per week. The teams will visit each APN, photograph the historic resources on the APN, and record the building data using the tablet app. Data collection will include noting parcels where resources are no longer extant. Buildings constructed after 1980 will not be recorded. Information collected during this survey will be used for a future project phase that will reconcile the data with existing survey data and allow the County, CHDC, and the SHPO to view the district's changes over time. In addition, the survey effort will provide valuable data for County planning efforts, particularly related to emergency management.

State of Nevada  
Department of Conservation and Natural Resources  
**State Historic Preservation Office**  
**NOTICE OF SUBGRANT AWARD**

This Subgrant Agreement is entered into between the Nevada State Historic Preservation Office (hereinafter referred to as "SHPO" or "STATE") and SUBGRANTEE named below (hereinafter referred to as "SUBGRANTEE").

<b>SUBGRANTEE Name / Payment Address</b> (matching DUNS registration)	Storey County, Nevada PO Box 176 Virginia City, NV 89440	<b>Subgrant Project Title</b>  <b>Subgrant Number</b>	Storey County Historic District Survey NV-20-10015
<b>DUNS Number</b>	073794968	<b>Award Amount</b>	<b>\$32,699.00</b>
<b>Federal Tax ID / ETIN</b>	88-6000134		
<b>SAM Expiration</b>	n/a		
<b>Vendor Number</b>	T80054670	<b>Work Start Date</b>	<b>02/01/2021</b>
		<b>Termination/Work End Date</b>	<b>08/31/2021</b>
		<b>Report 1 Due Date</b>	<b>03/31/2021</b>
<b>Under Federal Award ID #</b>	P20AF00033	<b>Report 2 Due Date</b>	<b>06/30/2021</b>
		<b>Final Report Due Date</b>	<b>09/30/2021</b>

<b>SUBGRANTEE</b>		<b>SHPO</b>	
<b>Contact Name / Title</b>	Austin Osborne County Manager	<b>Project Contact Name</b>	Rebecca Lynn Palmer Administrator, SHPO
<b>Contact Address</b>	PO Box 176 Virginia City, NV 89440	<b>Contact Address</b>	901 South Stewart Street, #5004
<b>Contact Phone / Fax / Email</b>	(775) 847-0968 (775) 847-1105 (fax) <a href="mailto:aosborne@storeycounty.org">aosborne@storeycounty.org</a>	<b>Contact Phone / Fax / Email</b>	(775) 684-3443 (775) 684-3442 (fax) <a href="mailto:rlpalmer@shpo.nv.gov">rlpalmer@shpo.nv.gov</a>
		<b>Contract Manager / Notices</b>	Carla Hitchcock
<b>Key Official</b>	Austin Osborne County Manager	<b>Key Grant Official</b>	Rebecca L Palmer, State Historic Preservation Officer

**Project Description/Purpose:**

Storey County will conduct a reconnaissance-level survey of the Virginia City Historic District, including areas within the National Register of Historic Places (NRHP) and National Historic Landmark (NHL) Districts that lie within Storey County.

## Nevada State Historic Preservation Office

Project: Storey County Historic District Survey

Number: NV-20-10015

### GRANT CONDITIONS AND ASSURANCES BY ACCEPTING THESE SUBGRANT FUNDS, SUBGRANTEE AGREES THAT:

This subgrant award is subject to the appropriation and availability of funding.

SUBGRANTEE must comply with the terms and conditions of this agreement, applicable state and federal regulations, the terms of the federal award, and the Historic Preservation Fund Grants Manual and the Secretary of Interior's Standards and Guidelines for Archaeology and Historic Preservation.

Expenditures must comply with any statutory guidelines, including OMB guidance regarding federal awards and subawards, the HPF Subgrant Application Manual, Nevada Revised Statutes, and the Nevada State Administrative Manual, and be consistent with the narrative, objectives, and budget.

SUBGRANTEE shall comply with State of Nevada ethical standards, including but not limited to NRS 281A, Executive Order 2011-02, and Executive Order 2019-02

The following attachments and exhibits are hereby incorporated by reference as a part of this Notice of Subgrant Award, and the project is subject to the conditions and limitations set forth therein:

- SUBGRANTEE's grant application
- Project Terms and Conditions
- Budget and Financial Terms and Conditions
- Certifications and Assurances

Signature below indicates acceptance of this subgrant award and all terms and conditions stated herein:

Name / Title of SUBGRANTEE Authorizing Official: Austin Osborne, Storey County Manager

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

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

SHPO Program Authorization: \_\_\_\_\_ Date: \_\_\_\_\_

SHPO Fiscal Authorization: \_\_\_\_\_ Date: \_\_\_\_\_

Name / Title of SHPO Administrator: \_\_\_\_\_

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

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



## Nevada State Historic Preservation Office

Project: Storey County Historic District Survey

Number: NV-20-10015

### PROJECT TERMS AND CONDITIONS

**1. SHPO approval**

SUBGRANTEE shall obtain prior approval from SHPO, before beginning or changing project, for:

- a. Proposed changes in key project personnel identified in the application or award.
- b. Visual and/or written specifications for proposed work, or for any project changes.
- c. Problems or changes in scope of work, budget, product, and performance reporting.

**2. Project reporting**

SUBGRANTEE shall provide all reports as requested and required by SHPO at the dates specified.

SHPO may de-obligate any remaining subgrant funds from SUBGRANTEE if 180 days elapse without a required reimbursement request.

SUBGRANTEE shall provide SHPO with an acceptable final report of the project. Reimbursement requests will not be processed before receipt of required project reports. SHPO may withhold ten percent (10%) of total federal portion pending resolution of an incomplete reports.

SUBGRANTEE shall have no claim to unexpended funds after completion, termination, or cancellation of this subgrant.

Upon successful completion and acceptance of final report by SHPO, SHPO will issue an official letter to SUBGRANTEE to close out the grant.

- 3. In case of failure by SUBGRANTEE to comply with federal statutes, regulations, or the terms and conditions of this award, SHPO may impose additional conditions, demand immediate repayment of all or part of any reimbursements made to SUBGRANTEE, or take one or more of the following actions pursuant to 2 CFR 200.338:** a) Suspend reimbursements for a period of thirty (30) days, pending correction of the deficiency; b) Disallow all or part of the cost of the activity or action not in compliance; c) Terminate, or wholly or partly suspend, the award; d) Recommend suspension or debarment proceedings as authorized under 2 CFR 180 and federal regulation; e) Withhold further awards; f) Other remedies as may be legally available.
- 4. Acknowledgment of support must be made in any news release or printed material produced as a part of the grant, or describing or promoting the project, as follows:**

Any news release or printed material describing or promoting the project, or any material produced as a result of the grant, shall contain the phrase: "This project has been funded with assistance of the Nevada State Historic Preservation Office through a Department of the Interior grant."

Publication or dissemination of any printed, audio-visual, or electronic material based on, or developed under, this subgrant shall include the following statements:

The [insert activity] that is the subject of this [insert type of publication] has been financed in whole or in part with federal funds from the National Park Service, U.S. Department of Interior, and administered by the Nevada State Historic Preservation Office. The contents and opinions, however, do not necessarily reflect the views or policies of the United States Department of the Interior or the State Historic Preservation Office. This program receives federal financial assistance for identification and protection of historic properties.

Under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and Age Discrimination Act of 1975, as amended, the U.S. Department of the Interior prohibits discrimination on the basis of race, color, national origin, disability or age in its federally assisted programs. If you believe you have been discriminated against in any program, activity, or facility as described above, or if you desire further information, please write to: Chief, Office of Equal Opportunity Programs, United States Department of the Interior, National Park Service, 1201 Eye Street, NW, Washington, DC 20005.

- 5. This award is subject to the requirements (federal, state financial and program assurances) established by the federal government, the State of Nevada and the National Park Service, as well as any state and local code, ordinances and policy. SUBGRANTEE and its contractors will permit on-site inspections by NPS representatives, and will effectively require their employees and review board members to furnish such documentation as, in the judgment of NPS representatives, may be relevant to a question of**



## Nevada State Historic Preservation Office

Project: Storey County Historic District Survey

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compliance with grant conditions and NPS directives on the effectiveness, legality, and achievements of the grant-assisted program.

### 6. Proprietary Information

Any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be a consideration under this funding agreement) or any other documents or drawings, prepared or, in the course of preparation, by SUBGRANTEE or its contractor in performance of its obligations under this funding agreement shall be the exclusive property of SHPO and all such materials shall be delivered into STATE possession by SUBGRANTEE or its contractor upon completion, termination or cancellation of this funding agreement. SUBGRANTEE (or its subcontractors) shall not sue, willingly allow, or cause to have such materials used for any purpose other than performance of SUBGRANTEE's (or subcontractors) obligations under this funding agreement without the prior written consent of SHPO. Notwithstanding the foregoing, SHPO shall have no proprietary interest in any materials licensed for use by SHPO that are subject to patent, trademark or copyright protection.

### 7. Indemnification

To the fullest extent permitted by the law, SUBGRANTEE shall indemnify, hold harmless and defend, not excluding the State's right to participate, the State from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorney's fees and costs, arising out of any alleged negligent or willful acts or omissions of SUBGRANTEE, its officers, employees and agents under this agreement.

### 8. This funding agreement shall be construed and interpreted according to the laws of the State of Nevada.

### Termination

#### 9. SHPO may terminate this agreement for cause at any time before completion of the project upon finding:

- a. failure to comply with the provisions of this agreement and its incorporated documents by SUBGRANTEE or its contractor;
- b. failure to make reasonable progress;
- c. payment delinquency or other unsatisfactory financial conditions of SUBGRANTEE which endanger grant performance;
- d. impairment of SUBGRANTEE's match sources;
- e. attempt to influence any agent of the State of Nevada in regard to a funding agreement by SUBGRANTEE or its contractor;
- f. failure to disclose a material conflict of interest relative to the performance of this award by SUBGRANTEE or its contractor.

#### 10. Either party may terminate this agreement upon written notice for any of these reasons:

- a. failure of SUBGRANTEE or its contractor to satisfactorily perform work or requirements within specified time;
- b. if permits or clearances to complete the work lapse or become invalid;
- c. due to financial conditions of SUBGRANTEE or its contractor that endanger grant performance;
- d. other circumstances beyond SUBGRANTEE'S control that prevent completion of the project.

#### 11. SUBGRANTEE may terminate this agreement upon written notice if SUBGRANTEE fails to appropriate or budget funds for the purposes as specified in this agreement.

#### 12. In the event of termination of this funding agreement for any reason, the parties agree that these provisions survive termination:

- a. SUBGRANTEE or its contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by SHPO;
- b. SUBGRANTEE or its contractor shall execute any documents and take any actions necessary to effectuate an assignment of this funding agreement if so requested by SHPO;
- c. SUBGRANTEE or its contractor shall preserve, protect and promptly deliver into STATE possession all proprietary information in accordance with Paragraph 10, Proprietary Information, of this agreement.
- d. SUBGRANTEE shall retain records related to funds received and make them available for examination, according to the Financial and Recordkeeping Terms and Conditions.
- e. SUBGRANTEE shall promptly refund any disallowed expenditures that have been reimbursed by SHPO.

# Nevada State Historic Preservation Office

Project: Storey County Historic District Survey

Number: NV-20-10015

## BUDGET AND FINANCIAL TERMS AND CONDITIONS

APPROVED SUBGRANT BUDGET		
SUBGRANTEE	Storey County	
End Date	August 31, 2021	
	FEDERAL SHARE	
	Professional Services	32,699.00
		0.00
		0.00
	FEDERAL SHARE SUBTOTAL	\$32,699.00
	NON-FEDERAL MATCHING SHARE	
	N/A	0.00
		0.00
		0.00
	NON-FEDERAL SHARE SUBTOTAL	0.00
	PROJECT TOTAL	\$32,699.00

## SCOPE OF WORK

This project shall support the completion of the following:

The project will primarily consist of the fieldwork phase of a larger effort to update the survey data for buildings and structures in Virginia City, the "Divide," Gold Hill, and surrounding district areas within the county.

Prior to fieldwork commencing, the County and their GIS contractor will develop a data-gathering tool sufficient for gathering building data and photographs via a handheld tablet, with the goal of making the data available as a GIS layer on the County's website during a later phase. Data fields for the survey application or collector tool will include APN, style, building type, building materials, condition, integrity, and other information. The grant budget includes an allocation for the purchase of tablets, to be housed at the Comstock Historic District Commission (CDHC) offices and available for County use.

The fieldwork portion will be accomplished by graduate students working in two teams of two. The grant will provide a per diem and stipend for each student, as well as housing provided in partnership with St. Mary's Art Center in Virginia City. If a student brings his or her own vehicle, project-related mileage will be reimbursed. Students will arrive on July 7, 2021 and will have two days of training and orientation.

## Nevada State Historic Preservation Office

Project: Storey County Historic District Survey

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**The fieldwork will occur July 12-August 6 with the students working five days per week. The teams will visit each APN, photograph the historic resources on the APN, and record the building data using the tablet app. Data collection will include noting parcels where resources are no longer extant. Buildings constructed after 1980 will not be recorded.**

**Information collected during this survey will be used for a future project phase that will reconcile the data with existing survey data and allow the County, CHDC, and the SHPO to view the district's changes over time. In addition, the survey effort will provide valuable data for County planning efforts, particularly related to emergency management.**

1. SUBGRANTEE must comply with the applicable sections of 2 CFR 200.
2. Payment to SUBGRANTEE
  - a. All Request for Reimbursement must be signed by an Authorized Official or Authorized Representative, and submitted with original signature, preferably in ink color other than black.
  - b. SHPO reserves the right to hold reimbursement under this subgrant until any delinquent forms, reports, and expenditure documentation are submitted to and accepted by SHPO, or pending an inspection by SHPO to ensure that work has been completed satisfactorily in accordance with the terms of this Agreement. SHPO may withhold ten percent (10%) of total federal portion until SHPO has received the final completion report and accepted its content.
  - c. SUBGRANTEE shall have no claim to unexpended funds after completion, termination, or cancellation of this Subgrant.
  - d. Work performed before the Start Date or after the End Date of the agreement is not eligible for reimbursement or match, and reimbursement requests received after the due date will not be eligible for reimbursement or match.
  - e. The maximum allowable hourly rate for labor is \$82.49. SUBGRANTEE agrees that anything paid above this amount by SUBGRANTEE or its contractors is the responsibility of SUBGRANTEE and not eligible for reimbursement or match.
  - f. SUBGRANTEE may expect payment within thirty (30) days after sufficient documentation is submitted to SHPO.
  - g. All project expenditures (grant share and matching share) must be in accordance with Project Terms and Conditions and the Approved Subgrant Budget, and incurred within the project period. If any changes are made to the travel plans, the subgrantee must submit updated specifications for the expenditure before any travel commences and for written approval from the SHPO.
  - h. Payments to SUBGRANTEE shall not exceed the full award amount.
  - i. Any progress payment made by SHPO shall not constitute nor be construed as a waiver by SHPO of any breach of covenant or any default, which may exist on the part of SUBGRANTEE, nor shall any such breach or default impair or prejudice any right or remedy available to SHPO.
  - j. Progress payments may be made at the discretion of SHPO upon completion of distinct phases of work provided that the above-mentioned conditions have been met for each phase of work.
  - k. Any program income generated from activities supported by this award shall be reported and subject to 2 CFR 200.80.
3. Reimbursement Requests

Reimbursement requests must be accompanied by documentation showing proof of payment (copy of invoice, and copy of check, voucher, or other proof of payment). Expenditures must be described in enough detail to determine allowability and reasonableness in accordance with the Purpose and Description of the project and the Approved Budget. Each document should indicate whether it applies to the subgrant share or the matching share, and percentage of each allocation, if necessary.
4. Advance Payments

Advance payments are not allowable in all programs. They must be pre-approved by the SHPO Administrator and are subject to terms established at time of advance payment.
5. Final Report and Payment

SUBGRANTEE agrees to provide a complete financial accounting of all expenditures to SHPO with a final Reimbursement Request form, no later than the Final Report Due Date. Any unexpended advance funds shall be returned at that time. Any unobligated funds shall be de-obligated from the award by SHPO.

## Nevada State Historic Preservation Office

Project: Storey County Historic District Survey

Number: NV-20-10015

### 6. Matching Share

Documentation of matching share must be included with each advance reconciliation or reimbursement request. All items applied to matching share must be eligible, as identified in the Approved Subgrant Budget and the applicable items 1 through 3, as listed above. Requirements for documentation of matching share are the same as the grant share, listed above. Federal money may not be used to match grant money offered through this Agreement, unless specifically allowed to do so under special federal enabling legislation, and approved by SHPO.

### 7. Equipment

For the purposes of this subgrant, "equipment" per the federal rule means tangible, nonexpendable, personal property having a useful life of more than one year and an acquisition cost of more than \$5,000 per unit. Equipment purchases must have prior written authorization from SHPO Authorized Official.

SUBGRANTEE must follow all rules regarding use, management, and disposal of equipment as stated in 2 CFR 200.

### 8. PROCUREMENT

Grant funds must be used only for allowable costs of the activities for which the HPF grant was awarded, and are subject to the applicable cost principles. Accounting records must be supported by source documentation such as canceled checks, paid bills, payrolls, contract and subgrant award documents, etc.

Any approved Travel expenses, per diem, and other related expenses must conform to the procedures and rates allowed for State officers and employees. Receipts are required for lodging, airfare, rental car, ground transportation, parking, and similar expenses.

Purchases must comply with the following Procurement Procedures, and any contracts or subawards must require compliance with the same terms:

#### PROCUREMENT PROCEDURES:

- ❖ SUBGRANTEE must comply with state purchasing policies and procedures.
- ❖ All procurement transactions shall be conducted in a manner that provides maximum open and free competition, and comply with 2 CFR 200. SUBGRANTEE must obtain bids for all applicable services in the Approved Subgrant Budget.
  - For any procurement totaling more than \$25,000:
  - competitive sealed bids are required. Bids must be publicly solicited by means of formal advertising in at least one local newspaper of general circulation once a week for a period of two weeks, and a fixed-price contract awarded to the responsible bidder whose bid, conforming with the invitation for bids, is lowest in price.
  - procurement contract shall include the following contract provisions or conditions:
    - provisions or conditions to allow for remedies in instances where contractors violate or breach contract terms, and provide for the termination of the contract and any other such sanctions and penalties as may be appropriate.
    - provision for access, by the federal government and SHPO or authorized representatives, to any records of the contractor directly pertinent to that specific contract.
- ❖ SUBGRANTEE shall maintain records sufficient to detail the history of a procurement, including, at a minimum, information pertinent to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the cost or price.
- ❖ SUBGRANTEE shall retain procurement records for a period of 3 years after payment of final reimbursement request, or until any pending litigation, claim, or audit findings involving the records have been resolved.

### 9. Recordkeeping and Records Retention

SUBGRANTEE shall keep and maintain accurate records of receipts, expenditures, bids, and selection of vendors, including in-kind, supported by source documents and sufficient to identify the funds received and for the preparation of reports required by law, and shall make such records available upon request to SHPO, its designated auditors, federal agencies, and other authorized governmental agencies for review, audit and investigation, for the effective period of the grant as well as the records retention storage period.

SUBGRANTEE shall retain financial records, supporting documents, statistical records, and all other records pertinent to this grant for a period of 3 years after payment of final reimbursement request, or until any pending litigation, claim, or audit findings involving the records have been resolved.

## Nevada State Historic Preservation Office

Project: Storey County Historic District Survey

Number: NV-20-10015

### 10. Audits

SUBGRANTEES meeting the Federal threshold of \$750,000 in expended federal grant funds within their fiscal year shall comply with responsibilities as defined in 2 CFR 200 Subpart F, including but not limited to:

- a. Procure or otherwise arrange for the audit required by this part in accordance with §200.509 Auditor selection, and ensure it is properly performed and submitted when due in accordance with §200.512 Report submission.
- b. Prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with §200.510 Financial statements.
- c. Promptly follow up and take corrective action on audit findings, including preparation of a summary schedule of prior audit findings and a corrective action plan in accordance with §200.511 Audit findings follow-up, paragraph (b) and §200.511 Audit findings follow-up, paragraph (c), respectively.
- d. Provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by this part.

SUBGRANTEE must send one (1) copy of the final audit report to SHPO within two (2) weeks of SUBGRANTEE's receipt of any such audit report.

Non-Federal entities that expend less than \$750,000 a year in Federal awards are exempt from Federal audit requirements for that year, except as noted in Omni-Circular (2 CFR 200.501), but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity (SHPO), General Accounting Office (GAO) and State.

Audits may be required by SHPO, and shall be at the expense of SUBGRANTEE. Any expenditures by SUBGRANTEE that are not allowed by State accounting practices, or that are outside the terms of this agreement, are not eligible for reimbursement. Any such expenditures that have been reimbursed shall be refunded to SHPO.

[Remainder of Page Intentionally Blank]

## Nevada State Historic Preservation Office

Project: Storey County Historic District Survey

Number: NV-20-10015

### CERTIFICATIONS AND ASSURANCES

SUBGRANTEE certifies that it will comply with the following conditions, and will require compliance in any contracts supported by this subgrant:

#### Corrupt Practices

The award and administration of this subgrant must be accomplished free from bribery, graft, kickbacks, and other corrupt practices, and compliant with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). For breach or violation of this prohibition, the award may be canceled and any payments recovered.

#### Equal Employment Opportunity and Civil Rights

As certified in HPF Subgrant Application, SUBGRANTEE will comply with, and grant awards will be governed by, all applicable statutes and Executive Orders on equal employment opportunity including enforcement provisions, as implemented by, but not limited to, Department of the Interior Policies, published in 43 CFR 17. These laws prohibit discrimination on the basis of race, color or national origin, handicap, age; and regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, handicap or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the applicant. The SUBGRANTEE hereby gives assurance that it will immediately take any measures necessary to effectuate this agreement. This assurance shall apply to all aspects of the SUBGRANTEE's operations including those parts that have not received or benefited from Federal financial assistance: for any real property or structure thereon provided or improved under this subgrant, the SUBGRANTEE, or transferee, while the real property or structure is used for the described or similar purpose, or for any personal property provided under this subgrant, this assurance shall obligate the SUBGRANTEE for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the SUBGRANTEE for the period during which the Federal financial assistance is extended to it by the SHPO.

#### Lobbying and Political Activities

No expenditure of grant funds will be made to influence legislation pending before the Congress, for the use of equipment or premises for political purposes, sponsoring or conducting candidate's meeting(s), engaging in voter registration activity or voter transportation activity, or other partisan political activities.

#### Conflict of Interest

Neither SUBGRANTEE, nor its contractors, will enter into any arrangement in connection with a project in which any commission member or employee of the SHPO has any financial or private interest.

No commission member, officer, or employee of the SHPO will have an interest in this agreement or the proceeds thereof, except unpaid assistance not charged to the grant.

#### Environmental compliance

SUBGRANTEE will comply with the requirements of the National Environmental Policy Act (NEPA) and related legislation, regulations, and Executive Orders, as they apply to the Historic Preservation Fund grant program, and requirements regarding Floodplain and Wetlands Management.

#### Copeland Anti-kickback Act

SUBGRANTEE will comply with the Copeland Anti-Kickback act (18 U.S.C. 874):

Whoever, by force, intimidation, or threat of procuring dismissal from employment, or by any other manner whatsoever induces any person employed in the construction, prosecution, completion or repair of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States, to give up any part of the compensation to which he is entitled under his contract of employment, shall be fined under this title or imprisoned not more than five years, or both.

As the authorized certifying official, I hereby certify that the above specified certifications are true.

Name / Title of SUBGRANTEE Authorized Certifying Official: Austin Osborne, Storey County Manager

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

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



**Nevada State Historic Preservation Office**

Project: Storey County Historic District Survey

Number: NV-20-10015

**CERTIFICATION OF SUBGRANTEE AUTHORIZING OFFICIALS**

**OTHER PERSONNEL AUTHORIZED WITH SIGNATURE AUTHORITY:**

**(Completion of this section is *optional*.)**

This section is to be used if someone other than is the Authorizing Official is authorized to make changes to the subgrant or complete any grant functions as mentioned below.

I certify that in addition to myself, the following are representatives of my organization authorized to sign the Request for Reimbursement or Advance Form, to submit the progress and/or final reports, and to request a change to the scope of work or approved budget:

Name / Title of SUBGRANTEE Authorized Representative: \_\_\_\_\_

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

Name / Title of SUBGRANTEE Authorized Representative: \_\_\_\_\_

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

Name / Title of SUBGRANTEE Authorized Representative: \_\_\_\_\_

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

Name / Title of SUBGRANTEE Authorizing Official: Austin Osborne, Storey County Manager

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

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



## Storey County Board of County Commissioners Agenda Action Report

Meeting date: February 16, 2021

Estimate of time required: 10 Min

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

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1. **Title:** Discussion/Possible Action: Consideration and possible approval for County Manager Austin Osborne to sign Farr West Engineering Task Number 37, amending the Master Agreement allowing Farr West Engineering to provide professional GIS Services to assist Storey County (County) update their field survey of historic structures in the Comstock Historic District area to remain compliant with the State Historic Preservation Office (SHPO). The total cost for this portion of the project is \$18,000, which is included in the Historic Preservation Fund Grant.

2. **Recommended motion:** I (commissioner), move to approve the signing of Task Number 37, amending the Master Agreement allowing Farr West Engineering to provide professional GIS Services to assist Storey County (County) update their field survey of historic structures in the Comstock Historic District area to remain compliant with the State Historic Preservation Office (SHPO).

3. **Prepared by:** Lara Mather

**Department:** Community Relations

**Telephone:** 847-0986

4. **Staff summary:** See attached.

5. **Supporting materials:** Task Order Number 37

6. **Fiscal impact:**

Funds Available:

Fund:

\_\_\_\_ Comptroller

7. **Legal review required:**

\_\_\_\_ District Attorney

8. **Reviewed by:**

\_\_\_\_ Department Head

Department Name: Commissioner's Office

\_\_\_\_ County Manager

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

9. **Board action:**

[ ] Approved

[ ] Approved with Modifications

[ ] Denied

[ ] Continued

Agenda Item No. 15



**Staff Summary:**

As part of the Historic District survey update, Farr West Engineering will create a field application that will assist the field team in data collection. Total cost of \$18,000, included in the Historic Preservation Fund Grant.

**Objective**

Provide GIS and web services to facilitate the collection and hosting of field survey data related to historic properties and structures.

**Approach**

The following approach applies:

- Utilize existing GIS data of historic properties to create the database which will be updated.
- Host new database on Farr West servers for future interaction with Collector, Survey 123 and field staff.
- Create field app for field data collection.
- Create field inspection form using Survey 123 with ability to attach photos to asset.
- Provide training on how to use field collection app and inspection forms.
- Provide ability for all inspection forms to be printed off into a hard copy report.
- Host data on historic properties app on Storey County WebGIS viewer.

**Deliverables**

The following will be delivered under this task:

- Field collection app
- Structure inspection form in Survey 123
- WebGIS viewer app

This is **EXHIBIT A**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated September 1, 2009.

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**Task Order**

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**Task Order Number:** 37

**Date:** December 18, 2020

**Title:** SHPO GIS Mapping

**Project Description:** Provide professional GIS Services to assist Storey County (County) update their field survey of historic structures in the Comstock area to remain compliant with the State Historic Preservation Office (SHPO).

The Master Services Agreement is amended and supplemented to include the following agreement of the parties.

**PART 1 – SERVICES**

**Task 1 – Project Management**

**Objective**

To plan, organize, direct, control, and communicate all relevant activities set forth in this Scope of Work within the approved budget and schedule.

**Approach**

Farr West will routinely review project progress and communicate project status on a regular basis. Communication will be through email and telephone, and at requested project coordination meetings with the County and Farr West staff. This task will include the following activities:

- Project administration includes scheduling maintenance, cost control, monthly invoicing, filing, resource allocation, subconsultant management, and routine communications.
- Conducting a project kick-off meeting with Farr West, SHPO and County staff.
- Team coordination, including conference calls and internal meetings.
- Monitoring changes to the scope, budget, or schedule and developing change management strategies with County.

**Deliverables**

The following deliverables will be submitted under this task:

- Project schedule.
- Monthly status reports.

**Assumptions**

The following assumptions apply:

- Monthly reports will be provided with timely invoices.
- Project-related issues will be identified, communicated, and resolved.

## **Task 2 – Professional Services**

### **Objective**

Provide GIS and web services to facilitate the collection and hosting of field survey data related to historic properties and structures.

### **Approach**

The following approach applies:

- Utilize existing GIS data of historic properties to create the database which will be updated.
- Host new database on Farr West servers for future interaction with Collector, Survey 123 and field staff.
- Create field app for field data collection.
- Create field inspection form using Survey 123 with ability to attach photos to asset.
- Provide training on how to use field collection app and inspection forms.
- Provide ability for all inspection forms to be printed off into a hard copy report.
- Host data on historic properties app on Storey County WebGIS viewer.

### **Deliverables**

The following will be delivered under this task:

- Field collection app
- Structure inspection form in Survey 123
- WebGIS viewer app

### **Assumptions**

The following assumptions apply:

- All field collection services to be provided by others.
- Field data collection app may require additional named user through ESRI. All additional Creator licenses will be purchased under this contract at the unit rate of \$500 per user. See Task 3 for additional information.
- Access to the Historic properties app on the Storey County WebGIS viewer will be made available to the public.
- Storey County WebGIS viewer is purchased annually as part of a separate contract/task order.
- This contract does not provide the access to the WebGIS in perpetuity.
- Printing and compilation of hard copy report/document to be done by others.

## **Task 3 – User Licensing**

### **Objective**

To provide the ability for field workers to collect new and edit existing GIS data.

### **Approach**

This task will include the following activities:

- This task covers license fees only.

#### **Deliverables**

There are no formal deliverables associated with this task:

#### **Assumptions**

The following assumptions apply:

- This scope of work assumes four (4) Creator user licenses will be required. Any additional licensing will require a contract modification.

#### **Task 4: Owner Directed Services**

##### **Objective**

To provide capability for the County to request additional services from Farr West which were unknown when this scope of work was prepared.

##### **Approach**

- The following approach applies:
- At the time of request, Farr West will provide a budget and schedule for any work associated with this task.

#### **Deliverables**

- There are no formal deliverables associated with this task.

#### **Assumptions**

The following assumptions apply:

- Any request for services under this task must be provided in writing by Lara Mather.

#### **PART 2 – COMPENSATION**

Storey County shall pay Farr West on a time and materials basis, including travel, not to exceed Eighteen Thousand Dollars (\$18,000.00). Hourly rates and other expenses shall be in accordance with Exhibit C of the Master Services Agreement (Standard Hourly Rates). A breakdown of the individual task budgets is as follows:

Task 1	Project Management	\$3,000
Task 2	Professional Services	\$9,000
Task 3	User Licensing	\$2,000
Task 4	Owner Directed Services	\$4,000
	<b>TOTAL:</b>	<b>\$18,000</b>

### PART 3 – SCHEDULE

The following is a proposed schedule to be used as a general guideline only. It is anticipated that work will be complete within two weeks of Notice to Proceed.

Notice to Proceed:

January 2021

Contract Ends:

December 2021

Owner: Storey County

Engineer: Farr West Engineering

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

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

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

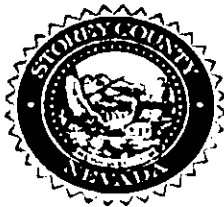
Print Name: Lucas Tipton, P.E. \_\_\_\_\_

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

Title: Principal Engineer \_\_\_\_\_

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

Date  
Signed: 12/18/20 \_\_\_\_\_



## Storey County Board of County Commissioners

### Agenda Action Report

Meeting date: 02/16/2021

Estimate of time required: 5 min

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

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1. **Title:** Consideration and possible action directing the Comptroller to notify the Nevada Department of Taxation that Storey County will not be changing the property tax rate for Fiscal Year 2021-2022.

2. **Recommended motion:** I, \_\_\_\_\_, hereby approve the Comptroller to send the Nevada Department of Taxation the attached letter notifying the Nevada Dept. of Taxation that the property tax will remain 3.4607% for fiscal year 2021-2022

3. **Prepared by:** Jennifer McCain

**Department:** Comptroller

**Telephone:** 775-847-1133

4. **Staff summary:** Proposed letter to NV Dept of Taxation attached

5. **Supporting materials:** Letter to taxation

6. **Fiscal impact:**

Funds Available:

Fund:

\_\_\_\_\_ Comptroller

7. **Legal review required:**

\_\_\_\_\_ District Attorney

8. **Reviewed by:**

\_\_\_\_\_ Department Head

Department Name: Comptroller

\_\_\_\_\_ County Manager

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

9. **Board action:**

☐ Approved

☐ Approved with Modifications

☐ Denied

☐ Continued

Agenda Item No. 16



## STOREY COUNTY COMPTROLLER'S OFFICE

Storey County Courthouse  
26 South "B" Street  
P.O. Box 432 Virginia City, Nevada 89440  
Phone (775) 847-1006 Fax (775) 847-1151

February 16, 2021

Department of Taxation  
Local Government Finance  
Attn: Evelyn Barragan  
1550 College Parkway No. 115  
Carson City, Nevada 89706

Dear Ms. Barragan,

This letter serves as notification that Storey County proposes to levy the same property tax rate (3.4607%) for fiscal year 2020-2021 as was used in fiscal year 2019-2020.

If you have any questions or comments please call me at (775)847-1133 or Email me at [jmccain@storeycounty.org](mailto:jmccain@storeycounty.org).

Best Regards,

Jennifer McCain  
Comptroller  
Storey County, Nevada



## Storey County Board of Fire Commissioners Agenda Action Report

**Meeting date:** 2/16/2021

**Estimate of time required:** 10 Minutes

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

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1. **Title:** DISCUSSION/POSSIBLE ACTION: To approve the District Fire Chief to enter into an Agreement for fuels reduction with NV Energy.
2. **Recommended motion:** I (Fire Commissioner) move to approve the District Fire Chief to enter into an Agreement for fuels reduction with NV Energy.
3. **Prepared by:** Jeremy Loncar

**Department:** Fire

**Telephone:** 847-0954

4. **Staff summary:** NV Energy is required to maintain clearances under their power lines to protect against wildfires. SB 508 was passed by the Nevada Legislature in 2019 and provides funds for fuel reduction efforts. Circumstances have led NV Energy and NDF to combine efforts and provide grants to allow local fire agencies to combine community fire breaks and fuel reduction efforts with fuel reduction under utility power lines. We are seeking total funding from NV Energy of \$1,915,014. The grant provides 100 percent funding and no match requirement from the Fire District.

This grant is for 3 years. It would allow for the purchase and ongoing maintenance of vehicles and equipment to conduct fuel reduction efforts in the wildland urban interface as well as fund 5 full-time wildland firefighter positions and one part time position that would operate the heavy equipment. The funding will allow SCFPD to create additional fuel breaks in critical areas to reduce the threat of wildfire in developed areas. The scope of work covers any infrastructure by NV Energy and related community fuel breaks.

5. **Supporting materials:** See attached

6. **Fiscal impact:** Increase of \$1,915,014 to our Budget

Funds Available: N/A

Fund:

\_\_\_\_ Comptroller

7. **Legal review required:**

X District Attorney

8. **Reviewed by:**

\_\_JL\_\_ Department Head

Department Name: Fire District

\_\_\_\_ County Manager

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

9. **Board action:**



☐ Approved  
☐ Denied

☐ Approved with Modifications  
☐ Continued

Agenda Item No.

**MASTER SERVICES SHORT FORM CONTRACT**  
**BETWEEN**  
**NEVADA or SIERRA PACIFIC POWER COMPANY D/B/A NV ENERGY**  
**AND**  
**STOREY COUNTY FIRE PROTECTION DISTRICT**  
**FOR**  
**HAZARDOUS FUELS MANAGEMENT AND STAND-BY SERVICES**

Nevada Power Company d/b/a NV ENERGY and Sierra Pacific Power Company d/b/a NV ENERGY (both or a) Nevada corporation{s}, (collectively "Company"), having offices located at 6226 W. Sahara Avenue, Las Vegas, Nevada 89146, and the Storey County Fire Protection District, a political subdivision of the State of Nevada, ("Contractor"), having its principal place of business at 145 S. C street, Virginia City, Nevada 89440 enter into this Master Services Short Form Contract ("Contract"), meaning these terms and conditions, the Purchase Order, all documents incorporated by reference on the face of the Purchase Order or attached thereto (including without limitation statements of work, specifications or scope documents), and all exhibits and amendments to all such documents as of the date of execution by the Company below ("Effective Date"). Company and Contractor individually may be referred to as a "Party" and collectively as "Parties."

**BACKGROUND:** Company desires to engage Contractor to perform or provide Hazardous Fuels Mitigation/ Removal and Stand- By Services (Services and/or Goods) for its <BUSINESS UNIT> Department as more particularly described in the Contract. Contractor desires to perform the Services for Company and represents to Company that Contractor and its personnel have the experience, qualifications, and capabilities necessary to complete performance. The Contract was awarded by the Company's Procurement Department and will be administered by its <BUSINESS UNIT> Department.

The Contract consists of this Agreement, and all incorporated exhibits and attachments. Signing by both Parties' authorized agents constitutes a legal obligation to perform the Contract under the terms and conditions stated herein.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date.

Nevada OR Sierra Pacific Power Company  
d/b/a NV ENERGY  
"Company"

Storey County Fire Protection District  
"Contractor"

\_\_\_\_\_  
By (Signature)

\_\_\_\_\_  
By (Signature)

<NAME>  
<Title>

<NAME>  
<Title>

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**1. DEFINITIONS.** The following terms, in their singular and plural forms, shall have the following meanings when used in this Contract.

- (a) "Material" means all materials, goods, equipment, software, drawings, sketches, deliverables and other items provided by Contractor to Company under the Contract.
- (b) "Price" means the consideration to be paid by Company to Contractor as specified in EXHIBIT B.
- (c) "Purchase Order" or "PO" means the document which is used to engage Contractor to provide Work pursuant to the terms and conditions set forth in this Contract.
- (d) "Services" means the services to be provided or performed by Contractor under the Contract.
- (e) "Site" is the location identified in EXHIBIT A, at which Contractor must perform the Work, and includes the land and all vegetation, plants, trees, structures, buildings, and building components on the land.
- (f) "Term" means period commencing upon the Effective Date and expiring June 30, 2023 unless earlier terminated as provided herein.
- (g) "Work" means all Services and Materials provided by Contractor as described in EXHIBIT A.

**2. PAYMENT.** Contractor will invoice Company periodically as provided in the "Invoicing" ARTICLE below. Company will pay Contractor for work accepted and completed, but Company has the right to withhold payment on any disputed amount. Company will pay an undisputed invoice within thirty (30) days of receipt of invoice. Company will pay a disputed amount, if owed, within thirty (30) Days after resolving the dispute.

If Contractor or any subcontractor or supplier asserts or files a lien or claim against the Work or Company or any of its property, Company may set off the amount of that lien or claim against any amount Company or any of its affiliates owes Contractor.

If Company withholds any amount under this ARTICLE 2, Company may still pursue any other right or remedy it may have. All of Company's rights and remedies under this Contract, any other PO or contract and laws are cumulative.

Invoices shall initially be charged against the funds advanced to Contractor for purchase of the Vehicles or equipment set forth in the attached Exhibit A. The initial invoices charged against the advance will include billing for the hourly rate for the use of the Vehicles or equipment. All charges against the advance will be itemized. Any disputed amounts will not be charged against the advance until the dispute is resolved.

After the advance is reimbursed to Company, Contractor will no longer charge Company hourly rates for the Vehicles, but will charge Company maintenance and operating costs for the Vehicles or equipment, which will be itemized on an invoice. Contractor will continue to charge hourly rates as specified in the the attached Exhibit C for any additional apparatus, vehicles, and personnel that is used to complete the requested Work for Company.

**3. INVOICING.** Each invoice Contractor submits for payment must contain, at a minimum, the following information:

- (a) A valid Company PO number, including the leading zeros;
- (b) The PO Revision Number, if applicable;
- (c) On invoices for materials, a reference to the PO line number and schedule number for each invoice line;
- (d) The full name of Company personnel who requested the expenditure (to the extent available);

- (e) Contractor's legal entity name and mailing address and the full name, title, and telephone number of its contact person;
- (f) Contractor's remittance address if that address is different from its mailing address;
- (g) A unique invoice number;
- (h) Invoice date, its due date, and the terms of any early payment discount;
  - a. Invoices for Goods shall not have an invoice date prior to the expected delivery date of the Good;
  - b. Invoices for Services shall not have an invoice date be more than three (3) days prior to the expected arrival of the invoice to Company's Accounts Payable department;
- (i) Separate invoice lines for material and labor with appropriate tax applied to material portion only;
- (j) A separate invoice line for freight, if freight charges will exceed \$250 under this Contract, along with supporting documentation showing the freight charges;
- (k) Tax shown as a separate line item, as applicable;
- (l) A separate invoice line for miscellaneous charges;
- (m) Total invoice amount and any supporting documentation;
- (n) Shipping date, ship to address, and shipping method; and
- (o) To the extent applicable, signed lien waivers and releases from Contractor and all of its subcontractors and suppliers in form and substance satisfactory to Company ("Lien Waivers").

Contractor shall submit invoice to the Company by either email or standard mail as follows:

- Email invoice to: [APinvoice@nvenergy.com](mailto:APinvoice@nvenergy.com). The email must contain only one (1) PDF file, with the invoice as first document and any backup as additional pages. There will be only one (1) attachment per email.
- Mail all invoices to: NV Energy, Accounts Payable Processing Center, P.O. Box 10100, Reno, NV 89520-0024

4. **TAXES.** Unless specifically stated otherwise on the face of the Purchase Order, the Price includes all taxes and duties arising out of Contractor's performance hereunder, including without limitation sales and use taxes, all import or export duties and value-added taxes, all of which shall be paid by Contractor. Contractor shall comply with all applicable laws and regulations governing such taxes and duties. In the event Contractor fails to comply with such laws and regulations, Contractor shall indemnify Company against any liabilities including judgments, interest, penalties, costs and attorneys' fees incurred directly or indirectly by Company. Such indemnification shall exist for a period of two (2) years beyond the expiration date of the applicable statute of limitations period for governmental action to recover for nonpayment of taxes.
5. **RECORDS AND AUDIT.** Contractor shall keep accurate and complete accounting records in support of any cost-based billings and claims to Company in accordance with generally accepted accounting principles. Company, or its audit representatives, shall have the right at any reasonable time or times to examine, audit, and copy the records, vouchers, and other source documents which relate to any claim for compensation other than pricing elements which are fixed in amount by the Contract. Such documents shall be available for examination, audit and reproduction for four (4) years after completion or termination of the Contract.
6. **NOTICE.** Any notice by either Party to the other shall be delivered to the office of the designated representative of the other Party, or, if deposited in the mail properly stamped with the required postage and addressed to the office of such representative. The Parties' designated representatives and addresses for purposes of notice shall be as set forth on the face of the Purchase Order. Either Party may change the name or address of the designated recipient of notices by delivery of written notice of such change as provided for in this Section. Notice to Company shall include a copy to General Counsel.

Banking Information Changes: Requested changes to Contractor's banking information must be independently verified with Contractor and may take 60 days or more to process. Company shall continue to use Contractor's previous banking information during the verification period unless an exception is approved by Contractor. Company shall not be liable for late fees or interest on any late or missed payments due to Contractor's requested changes that could not be reasonably verified by Company. Changes to Contractor information will be confirmed by Company with the following Contractor staff.

<u>Contractor Treasurer:</u>	<u>Contractor Senior Manager:</u>	
		Storey County Comptroller
<u>Name:</u>	<u>Name:</u>	<u>Name:</u>
<u>Title:</u>	<u>Title:</u>	<u>Title:</u>
<u>Address:</u>	<u>Address:</u>	<u>Address:</u>
<u>Telephone:</u>	<u>Telephone:</u>	<u>Telephone:</u>

Contractor website:

In the event that Contractor does not have additional staff, Company may seek other means necessary to verify the information with Contractor including, but not limited to, verifying Contractor's banking information via in person meeting or conference call between Company, Contractor and Contractor's authorized bank.

7. **CREDENTIAL REQUIREMENTS.** As its profession requires, Contractor represents and warrants that it has the proper credentials to perform the Work in the State of Nevada and is properly licensed, registered, or certified for the performance or provision of Work in the State of Nevada, and that any subcontractor is properly licensed, registered, or certified for its part of the Work.
8. **WARRANTIES.** Contractor represents and warrants that it has sufficient skill and experience to provide the Materials or Service hereunder. Except to the extent provided otherwise in the Contract, Contractor warrants that all Work shall:
  - (a)
  - (b) does not infringe the intellectual property rights of a third party.

For a period of one (1) year from the date the applicable Work is completed by Contractor and accepted by Company, Contractor shall at its own expense promptly, repair, replace or re-perform any portion of the Work that is defective or in any way fails to conform to the foregoing warranty or, at Company's option, refund the purchase price. Any such repair, replacement or re-performance shall be re-warranted hereunder for a period of one (1) additional year(s) following the date of completion and acceptance thereof. If Contractor fails to promptly implement corrective action as required herein, Contractor is responsible for any cost incurred by Company related to any defective or nonconforming Work and Company may conduct the necessary corrective action at Contractor's expense. Contractor does not guaranty or warrant that by performing the work in Exhibit A , fires or injuries to persons or property will be prevented. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE GIVEN IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED.

**9. INSURANCE.** Contractor shall, prior to commencing Work, secure and continuously carry such insurance as will protect Contractor from liability and claims for injuries and damages which may arise out of or result from the Work and for which Contractor may be legally liable, whether such operations are by Contractor or a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Contractor shall insure the risks associated with the Work and the Contract with the minimum coverages and limits as set forth below:

- (a) General liability insurance, with a combined single limit of \$2 million for each occurrence and \$2 million general aggregate in the annual per project basis;
- (b) Automobile liability insurance, with a combined single limit \$1 million for each person and \$1 million for each occurrence;
- (c) Workers compensation insurance per statutory requirements; and Employers' Liability Insurance with limits of \$1 million
- (d) Excess/umbrella liability insurance having a minimum limit of \$5 million each occurrence and aggregate where applicable on a following form basis to be excess of the insurance coverage and limits required in employer's liability insurance, commercial general liability insurance and automobile liability insurance. Contractor shall provide notice to Company, if at any time the full umbrella limit required under this Contract is not available, and purchase additional limits, if requested.
- (e) Network Security & Privacy Liability. If the Work or Services under the Contract involves the rendering of IT services including, but not limited to: software, software or hardware or systems development or consulting services; internet/application services (e.g., web hosting); providing content; connections to systems, technology or network(s); or if Contractor in any way collects, obtains, maintains or in any way accesses or uses Confidential Information, then Contractor, and its Subcontractors shall maintain Network Security & Privacy Liability coverage, including Professional Errors & Omissions, throughout the term of this Contract and for a period of two (2) years thereafter, with a minimum required limit of \$5,000,000 Each Claim.

Contractor shall maintain a "Certificate of Insurance" under all liability policies, . Contractor shall notify Company immediately if at any time any one of Contractor's insurers issues a notice of cancellation for any reason and shall provide proof of replacement insurance prior to the effective date of cancellation. A certificate of insurance shall be furnished to Company confirming the issuance of such insurance prior to commencement of Work.

## **10. INDEMNIFICATION**

- a. **INDEMNIFICATION OF COMPANY.** To the fullest extent permitted by law, Contractor specifically and expressly agrees to indemnify, defend, and hold harmless Company and its officers, directors, employees and agents (hereinafter collectively "Indemnitees") from any claim, loss, cost, suit, judgment, damage, or expense, including reasonably incurred legal fees, arising out of or resulting from Contractor's performance of the Work including (i) an intellectual property right infringement claim of a third party, (ii) any breach of the other Contractor's obligations hereunder, or (iii) due to such Contractor's negligence or willful misconduct. Contractor's indemnity obligations owing to Indemnitees under this Section are not limited by any applicable insurance coverage identified in ARTICLE 9 of these terms and conditions. Contractor's indemnity obligation under this Section shall not extend to any liability to the proportionate extent it is caused by the negligence or willful misconduct of any of the Indemnitees.

- 11. INDEMNIFICATION OF CONTRACTOR.** To the fullest extent permitted by law, Company specifically and expressly agrees to indemnify, defend, and hold harmless Contractor and its officers, employees and agents from any claim, loss, cost, suit, judgment, damage, or

expense, including reasonable attorney's fees, arising out of or resulting from Company or the Company's employees negligence or willful misconduct, equipment, facilities, or infrastructure. Contractor will not waive and intends to assert available defenses and limitations contained in NRS Chapter 41. Company's indemnification obligations to Contractor for tort actions will also be limited by the amount set forth in NRS 41.035.

- a. NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES.

**12. SITE REGULATIONS.** Contractor, while performing Work at the Work Site, shall make itself aware of and adhere to any applicable Company Work Site regulations including without limitation environmental protection, loss control, dust control, safety and security.

**13. BUSINESS ETHICS.** Contractor, its employees, officers, agents, representatives and Subcontractors shall at all times maintain the highest ethical standards and avoid conflicts of interest in the performance of Contractor's obligations under this Contract. In conjunction with its performance of the Work, Contractor and its employees, officers, agents and representatives shall comply with, and cause its Subcontractors and their respective employees, officers, agents and representatives to comply with, all applicable laws, statutes, regulations and other requirements prohibiting bribery, corruption, kick-backs or similar unethical practices including, without limitation, the United States Foreign Corrupt Practices Act, the United Kingdom Bribery Act 2010, and the Company Code of Business Conduct. Without limiting the generality of the foregoing, Contractor specifically represents and warrants that neither Contractor nor any Subcontractor employees, officers, representatives or other agents of Contractor have made or will make any payment, or have given or will give anything of value, in either case to any government official or the Company (including any officer or employee of any governmental authority or the Company) to influence his, her, or its decision or to gain any other advantage for Company or Contractor in connection with the Work to be performed hereunder. Contractor shall maintain and cause to be maintained effective accounting procedures and internal controls necessary to record all expenditures in connection with this Contract and to verify Contractor's compliance with this ARTICLE 12, BUSINESS ETHICS. Company shall be permitted to audit such records as reasonably necessary to confirm Contractor's compliance with this ARTICLE 12, BUSINESS ETHICS. Contractor shall immediately provide notice to Company of any facts, circumstances or allegations that constitute or might constitute a breach of this ARTICLE 12, BUSINESS ETHICS and shall cooperate with Company's subsequent investigation of such matters. Contractor shall indemnify and hold Company harmless from all fines, penalties, expenses or other losses sustained by Company as a result of Contractor's breach of this provision. The Parties specifically acknowledge that Contractor's failure to comply with the requirements of this ARTICLE 12, BUSINESS ETHICS shall constitute a condition of default under this Contract.

**14. COMPLIANCE WITH LAWS REPRESENTATIONS.** Contractor represents and warrants: (i) that there are no agreements or arrangements that would prevent Contractor's performance hereunder; (ii) that it shall comply with all applicable local, state and federal laws.

Equal Opportunity Employer. Without limiting the generality of the foregoing, Contractor and any Subcontractors shall abide by the requirements of 41 CFR §60, 41 CFR §300, 41 CFR §741, and Executive Order 11246, as amended. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without

regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. Contractor and any Subcontractors shall also abide by the requirements of Executive Orders 11625 and 13170 (utilization of disadvantaged business enterprises), Executive Order 13665 (pay transparency) and the Small Business Act.

- 15. SAFETY and COMPLIANCE.** Contractor shall plan and direct the performance of Work in compliance with Contractor's safety policies and shall supervise all activities to ensure that its personnel and subcontractors use proper safety equipment and comply with all applicable laws.

Contractor must meet and satisfy Company's safety qualifications and responsibilities, as set forth in Company's Contractor Safety Qualification Program, to perform the Work. Should Company's safety qualification fall below acceptable, as determined by Company in its sole discretion, Company may take any and all action it deems appropriate, including, but not limited to, immediate termination of the Contract.

Contractor's Obligation to Report an Incident. Contractor must immediately report to the Company Project Manager any injury or illness, any vehicle-related incident, or any other near miss (collectively referred to in this provision as "incident") occurring during Work performance on the Company's Contractor Incident Report form.

Contractor's Obligation to Cooperate with Investigation. Contractor must fully cooperate with Company and any other agency investigating incidents that occur during Work performance, including interviews of Contractor's personnel.

Post-Incident Drug and Alcohol Testing. Contractor, when allowed by law, must have the worker involved in any incident tested for prohibited drugs and alcohol use as soon as practical following an incident. Contractor must not permit the worker to perform any safety-sensitive duties pending results of the post-incident drug and alcohol test and will provide a qualified replacement. Contractor will provide post-incident drug and alcohol test results to the designated Company official responsible for administration of its Drug and Alcohol Policy. If any of Contractor's or subcontractor's personnel fail to submit to post-incident drug and alcohol testing as allowed by law, Contractor must permanently remove that person from the Work for the duration of the Contract.

- 16. CONFLICTS, ERRORS, OMISSIONS, OR DISCREPANCIES IN CONTRACT DOCUMENTS.** In case of a conflict in the provisions of the Contract, first, the provisions on the face of the Purchase Order and, second, these terms and conditions, shall control except that the provisions of paragraphs 8, 11, and 21 shall take precedence over any contrary provision in a purchase order. The failure of either party to insist upon or enforce strict performance of any term shall not be construed as a waiver or relinquishment to the extent of any right to enforce such term or condition on any future occasion.

- 17. TERMINATION FOR CONVENIENCE.** Parties may terminate this Contract at any time, in whole or in part, in its sole discretion upon 30 days written notice to the other Party. Upon receipt of such notice the other Party shall stop work, mitigate its damages, and within thirty (30) days submit a final invoice for work performed prior to termination.

**Winding Up Affairs Upon Termination:** Should Company terminate this Contract for cause or convenience, Contractor will immediately return any funds paid by Company to Contractor to purchase



equipment and Company will have the right of set-off against such funds. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract.

**18. TERMINATION FOR CAUSE.** Parties may terminate this Contract immediately (i) for Parties failure to perform any material obligation under this Contract; or (ii) if any Party representation was materially false or misleading; (iii) the filing by or against Party of a proceeding under any bankruptcy or similar laws; or (iv) Contractor's repeated, willful or reckless violation of OSHA regulations, safety laws, or Company's safety requirements. A repeated violation exists when similar serious safety violations occur more than once within a three (3) year period, whether in connection with the Work or otherwise.

**19. TIME IS OF THE ESSENCE.** Time is of the essence in this Contract. If Counterparty fails to complete performance within the specified time, Company may arrange for completion or purchase of substitute products or services. Counterparty shall reimburse Company for the difference between the contract price and the price to replace such goods or services.

**20. FORCE MAJEURE.** Neither party shall be liable for failure or delay in performance due to acts of God or the public enemy, good faith compliance with any lawful governmental order, fires, riots, labor disputes, unusually severe weather or any other cause beyond the reasonable control of a party. The affected party shall promptly notify the other party in writing, describing the cause and the estimated duration of delay. The affected party shall use commercially reasonable efforts to avoid or remove such cause and continue performance. It is further understood that Contractor is a firefighting and paramedic agency. As such fire fighting and paramedic emergencies may require Contractor to pull personnel off a job being performed by Contractor to attend to a firefighting or paramedic emergency. Such action will not be deemed a default in the performance of its duties pursuant to this contract.

**21. CONFIDENTIAL INFORMATION.** Pursuant to NRS 239.010, information or documents received from Company may be open to public inspection and copying. Contractor has a legal obligation to disclose such information unless a particular record is made confidential by law or a common law balancing of interests. Company may label specific parts of an individual document as a "trade secret", "private" or "confidential" provided that Company thereby agrees to indemnify and defend Contractor for honoring such a designation. The failure to so label any document that is released by Company shall constitute a complete waiver of any and all claims for damages caused by any release of the records. Unless otherwise agreed in writing, no commercial, financial or technical information disclosed in any manner or at any time by Contractor to Company shall be deemed confidential.

**22. MODIFICATION.** Parties may modify the scope of this Contract or applicable PO at any time in writing, signed by both Parties. An equitable adjustment shall be made in the price and time allowed for performance, to the extent necessary to accommodate the change.

**23. RELATIONSHIP OF PARTIES.** Contractor is an independent contractor, nothing herein shall be deemed to create an employment, partnership or agency relationship. There are no third party beneficiaries of this Contract.

**24. DISPUTE RESOLUTION AND GOVERNING LAW.** Each Party must attempt to resolve any dispute in good faith promptly by negotiation between executives of the Parties who have the authority to settle the dispute and who are at a higher level of management at the respective Parties' organizations

than the Parties' appointed designated representatives. Each Party must provide to the other Party all information and documentation on which the party relies to substantiate its position in the dispute, excluding information and documents protected by the attorney-client privilege. If the Parties do not resolve a dispute through negotiation within thirty (30) days after one Party gives the other Party written notice of a dispute, then either Party may pursue all remedies available to it by law, subject to this ARTICLE 25.

This Contract is governed by the laws of the State of Nevada. The Parties irrevocably submit to the exclusive jurisdiction of the courts located in Washoe County, Nevada for the resolution of any dispute relating to this Contract. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THE CONTRACT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

25. **PRESS RELEASE.** Contractor shall not advertise or publish the fact that Company has contracted to purchase Work from Contractor, nor shall any information relating to the Contract be disclosed without the express prior written consent of Company Corporate Communications Department, except where specific provision of Nevada or Federal law require the disclosure. It is understood that this contract will need to be approved by the Board of Fire Commissioners of the Storey County Fire Protections District in a public meeting, that this agreement will be included in the publicly available packet materials and that it will thereby be a public record.
26. **ASSIGNMENT AND SUBCONTRACTING.** Parties shall not assign or subcontract the Work without the prior written consent of the other party.
27. **NON-EXCLUSIVE RIGHTS.** Nothing in this Contract is to be construed as granting to Contractor an exclusive right to provide any or all of the Work anticipated herein. The use of Contractor for the Work is completely discretionary with Company. This Contract shall not be construed in any way to impose a duty upon Company to use Contractor.
28. **ENTIRE CONTRACT; ORDER OF PRECEDENCE; MISCELLANEOUS.** This Contract (as defined herein) constitutes the complete agreement between the Parties with respect to the Work and supersedes and replaces all other terms and conditions contained in any offer, quotation, proposal or other written or oral correspondence, all of which are merged herein.
  - (a) In case of a conflict in the provisions of the Contract, first, the provisions on the face of the Purchase Order and, second, these terms and conditions, shall control except that the provisions of paragraphs 8, 11, and 21 shall take precedence over any contrary provision in a purchase order.
  - (b) The failure of either Party to insist upon or enforce strict performance of any term shall not be construed as a waiver or relinquishment to the extent of any right to enforce such term or condition on any future occasion.
  - (c) If any part of this Contract is for any reason held to be unenforceable, the remaining parts shall continue to be enforceable.
  - (d) The Contract may be executed in counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same document. Any executed counterpart transmitted by facsimile, electronic communication in portable document format (.pdf), or similar transmission by either Party shall be deemed an original and shall be binding upon such Party.
  - (e) Contractor shall not commence Work until the fully executed Contract is returned to the Contractor. Contractor shall not be compensated for Work performed prior to such time.

**29. SURVIVAL.** The following Articles will survive completion or termination of this Contract for any reason: RECORDS AND AUDIT, WARRANTIES, INDEMNIFICATION, CONFIDENTIALITY, WORK PRODUCT, ASSIGNMENT AND SUBCONTRACTING, GOVERNING LAW, ENTIRE CONTRACT; ORDER OF PRECEDENCE; MISCELLANEOUS, and SURVIVAL.

### **30. CyberSecurity**

#### **Definitions**

**Security Incident** shall mean any circumstance when (i) Contractor knows or reasonably believes that the confidentiality, integrity, or availability of any Company Data has been adversely impacted, including but not limited to, incidents where Company Data has been damaged, lost, corrupted, destroyed, or accessed, acquired, modified, used, or obtained by any unauthorized person, by any person in an unauthorized manner, or for an unauthorized purpose; (ii) Contractor knows or reasonably believes that an act or omission has adversely impacted the cybersecurity of the products or services provided to Company by Contractor or the physical, technical, administrative, or organizational safeguards protecting Contractor's systems or Company's systems holding Company Data; or (iii) Contractor receives any complaint, notice, or communication which relates directly or indirectly to (A) Contractor's handling of Company Data or Contractor's compliance with the data safeguards in this Agreement or applicable law in connection with Company Data or (B) the cybersecurity of the products or services provided to Company by Contractor.

#### **Cybersecurity**

##### **31.1 SCOPE OF THIS ARTICLE**

This Article applies to Contractor and its Personnel and Subcontractors that provide hardware, software, or services to the Company that may impact the confidentiality, integrity, or availability of the Company's networks, systems, software, Data, or Confidential Information for the term of the Contract.

##### **31.2 CYBER SECURITY CONTROLS**

- a. Contractor shall have and maintain security controls to protect the Company's networks, systems, software, Confidential Information, and Data that are no less rigorous than the latest published version of ISO/IEC 27001 – *Information Security Management Systems Requirements*, and ISO/IEC 27002 *Code of Practice for International Security Management*
- b. Contractor agrees to disclose to the Company known security vulnerabilities in hardware, software, and services provided under the Contract in a timely manner.
- c. Contractor warrants that the hardware, software, and patches provided under the Contract, will not contain malicious code or any unwanted or unexpected features. Contractor agrees to provide a method to verify the integrity and authenticity of all software and patches provided by the Contractor.
- d. If Contractor will have remote access to Company systems or networks, Contractor shall follow all applicable Company requirements for Contractor-initiated interactive remote access and system-to-system remote access with Contractor. To the extent Contractor's Personnel will have interactive remote access to Company's networks, systems or applications, Contractor's Personnel will use multi-factor authentication provided by the Company. Authentication tokens and passwords must not be shared. Upon either (i) Personnel termination actions or (ii) changes in the status of Personnel which removes their need for remote access, Contractor shall report such termination or change in status to the Company's Service Desk by telephone and email as soon as practicable and no later than close of the same business day. In the case of Sensitive Personnel and/or involuntary termination, notification must be immediate. In all other cases, notification must be within one business day.

### 31.3 OVERSIGHT OF COMPLIANCE

- a. If the contract includes hosted or cloud services, Contractor shall provide annually to the Company a Statement on Standards for Attestation Engagements (SSAE) Service Organization Control (SOC) 2 Type II audit covering the scope of the contract and pertaining directly to the Contractor.
- b. If the contract does not include hosted or cloud services, Contractor shall either:
  - a. Annually provide a copy of ISO 27001 certification covering the scope of the contract and pertaining directly to the Contractor; or,
  - b. Annually provide a copy of a third-party audit covering the security controls relevant to hardware, software, or services provided under this contract and pertaining directly to the Contractor. Audit results and Contractor's plan to correct any negative findings must also be made available to the Company; or,
  - c. Allow Company to conduct an assessment, audit, examination, or review of Contractor's security controls to confirm Contractor's adherence to the terms of this Article, as well as any applicable laws, regulations, and industry standards, not more than once per year or upon notification of any Security Incident or complaint regarding Contractor's privacy and security practices. Company may elect to obtain the services of a mutually-agreeable third party to conduct this assessment, audit, examination, or review on behalf of Company. Company shall give Contractor no less than thirty (30) calendar days' notice of its intent to conduct such assessment, audit, examination, or review. As part of this assessment, audit, examination, or review, Company may review all controls in Contractor's physical and/or technical environment in relation to all Confidential Information being handled and/or hardware, software, or services being provided pursuant to this Contract. Contractor shall fully cooperate with such assessment by providing access to knowledgeable personnel, physical premises, documentation, infrastructure, application software, and systems relevant to the provision of hardware, software, or services under the Contract.

### 31.4 SECURITY INCIDENT PROCEDURES; EQUITABLE RELIEF

In the event of a Contractor, or Subcontractor Security Incident affecting the Company, the Company's networks, systems, software, Data, or the Company's Confidential Information,

- a. Contractor shall:
  - (i) Notify the Company of the Security Incident as soon as practicable, but no later than 48 hours after Contractor becomes aware of it, by telephone and email; and
  - (ii) Provide the Company with the name and contact information for any Personnel who shall serve as Contractor's primary security contact and shall be available to assist the Company with Security Incident management, response, and recovery associated with the Security Incident.
- b. Immediately following Contractor's notification to the Company of a Security Incident, the Parties shall coordinate with each other to investigate such Security Incident. Contractor agrees to coordinate with Company in Company's handling of the matter, including: (i) assisting with any investigation and (ii) making available all relevant records and other materials required to comply with applicable law, regulation, industry standards, or otherwise reasonably required by Company.
- c. Contractor shall use best efforts to immediately remedy any Security Incident and prevent any further or recurrent Security Incident at Contractor's expense in accordance with applicable privacy laws, regulations, and standards. Contractor shall reimburse Company for actual reasonable costs incurred by

Company in responding to, and mitigating damages caused by, any Security Incident, including all costs of notice and/or remediation pursuant to this section.

d. Contractor shall fully cooperate at its own expense with Company in any litigation or other formal action deemed reasonably necessary by Company to protect its rights relating to the use, disclosure, protection, and maintenance of its Confidential Information and Data.

e. Contractor acknowledges that any breach of Contractor's obligations set forth in this Article may cause Company substantial irreparable harm for which monetary damages would not be adequate compensation and agrees that, in the event of such a breach or threatened breach, Company is entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance and any other relief that may be available from any court, in addition to any other remedy to which Company may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other available remedies at law or in equity, subject to any express exclusions or limitations in the Contract to the contrary.

### **31.5. OBLIGATIONS ON TERMINATION AND TERMINATION ASSISTANCE**

**a. In addition to any other obligations that arise on termination or expiration of this Contract, the Parties agree that, on any expiration or termination of this Contract, upon completion of the delivery of the products and services to be provided under this Contract, or at any time upon Company's request, regardless of the circumstance:**

(i.) If Contractor has access to Company facilities or systems, Contractor shall immediately surrender to Company all access cards, security passes, passwords and other such devices granting access to any Work Site or to Company networks or computer systems; and

(ii.) If Contractor has Company Data, Contractor shall return any Company Data that is in its care, custody or control to Company in the format requested by Company and Contractor shall, after receiving Company's written confirmation that it can read the Data provided by Contractor, permanently delete any copies of the Data in Contractor's care, custody or control.

(iii.) If Contractor has Company hardware or removable media, Contractor will return to Company all hardware and removable media provided by Company that contains Company Data. Company Data in such returned hardware and removable media may not be removed or altered in any way. The hardware should be physically sealed and returned via a bonded courier or as otherwise directed by Company. If the hardware or removable media containing Company Data is owned by Contractor or a third party, a written statement detailing the destruction method used and the data sets involved, the date of destruction and the entity or individual who performed the destruction will be sent to a designated Company security representative within fifteen (15) calendar days after completion of the delivery of the products and services to be provided under this Contract, or at any time upon Company's request. Contractor's destruction or erasure of Company Data pursuant to this Article must be in compliance with NIST or ISO Standards.

b. Prior to the expected expiration or termination of a Contract Document by either Party for any reason, or prior to the expected expiration or termination of this Contract for any reason, including the default of the terms of a Contract Document or a default under this Contract, Contractor agrees to provide Company with the reasonable assistance services requested by Company. These services will include, at a minimum, converting data, providing parallel services until Company has transitioned to a new system, providing on-site technical support, cooperating with Company or its designated vendor in developing required interfaces, and such other assistance services as shall be necessary or appropriate to facilitate, without material or extended interruption to the Services, the orderly transition of the Services to Company or its new provider of services. The Parties agree that assistance services may extend beyond the Term as reasonably required by Company.

### **31.6 PROHIBITED VENDORS**

Contractor may not use in the provision of Work or Services to Company, directly or indirectly using subcontractors, the services, products, component pieces or sub-assemblies of any company identified by Company or by the U.S. Government and/or regulatory authorities as a security threat (collectively, the "Prohibited Vendors"), including without limitation the companies identified by Company in Exhibit G and

by the U.S. Department of Commerce (which are currently posted on the internet at <https://www.bis.doc.gov/index.php/regulations/export-administration-regulations-ea> and as published in 15 CFR, Subchapter C, part 744, Supplement No. 4). Contractor is responsible for being familiar with the Prohibited Vendors, including additional Prohibited Vendors that Company may identify by Notice to Contractor and that the U.S. Government may identify from time to time during the term of this Contract. If Contractor fails to abide by the requirements of this Section, Company will provide Contractor with Notice and a 30 day opportunity to cure. Continued failure to abide by this requirement will be considered a material breach of this Contract.

### **31. CONTRACTOR PERSONNEL**

If Contractor employs a former Company employee or has knowledge of a subcontractor to Contractor who employs a former Company employee, Contractor shall give Company at least 7 days' notice prior to that former Company employee being employed on a job at Company properties or assigned to work at Company properties.

**EXHIBIT A      SCOPE OF WORK AND SPECIFICATIONS**

**EXHIBIT B      PRICING SCHEDULE**



# Storey County Fire Protection District



Hazardous Fuels Management & Stand-by  
Services Proposal for  
NV Energy

## **EXHIBIT A SCOPE OF WORK**

Storey County Fire Protection District ("SCFPD" or "Contractor") will conduct the hazardous fuels management and stand-by services described in this Scope of Work for NV Energy ("NV Energy" or "Company") and on a "time and materials basis" in amounts set forth in Exhibits B and C. Company, and Contractor individually may be referred to as a "Party" and collectively as "Parties."

This Contract represents cooperative and pre-emptive implementation of the requirement to eliminate fire hazards. Services to be performed by SCFPD will consist primarily of vegetation management of ground fuels, such as clearing brush and other debris, as well as timber stand reduction in a limited capacity, within NV Energy service territory to reduce fire hazards and create combustible free space. SCFPD will also provide stand-by services when NV Energy is engaged in high fire risk activities.

1. SCFPD will conduct vegetation management of ground fuels/vegetation utilizing various types of fuel removal techniques within company's electric service territory and electrical assets including, without limitation, powerline right of ways (ROW), transmission and distribution (T&D) lines, and around company's infrastructures in accordance with local Community Wildfire Protection Plans, Authority Having Jurisdiction fuel treatment requirements and 2018 International Wildland-Urban Interface Code (IWUIC) Appendix A requirements to reduce the threat of wildfire and improve the capabilities to control such fires. The Parties will work together to implement appropriate and effective maintenance treatment to prevent the growth of noxious or flammable weeds within the ROWs. SCFPD crews funded through this agreement may be used outside of NV Energy infrastructure zones as needed and determined by SCFPD.

2. SCFPD will provide National Wildfire Coordinating Group 310-1 qualified stand-by and stand-by resources as requested when NV Energy is engaged in high fire risk activities. Additionally, SCFPD may provide qualified resources to conduct wildland training to other field personnel. The following resources may be made available at the discretion of SCFPD: 4-person suppression module, engines (Type III/V/VI), dozers/heavy equipment, and/or single resource personnel (i.e. fire line supervisors, Incident Management Team members, etc.).

3. SCFPD will employ one Wildland Fuels Management Officer to work as a liaison/project coordinator with NV Energy. This person will be Red Carded as an RXB3 (prescribed firing boss), Crew Boss, Engine Boss and Type 2 or greater faller. The purpose of this position will be to assist in the planning, communication, reporting, progress mapping, logistics, and effective/efficient implementation of services outlined in this Scope of Work (SOW).

4. NV Energy and SCFPD will meet and confer in preparing a schedule of projects to be performed. SCFPD will perform the work as agreed to by the Parties. When an area is finished, NV Energy will inspect and "sign off" on the project when it is accepted. SCFPD will not provide a guarantee or warranty that, by performing the work in this SOW, fires or injuries to persons or property, will be prevented. There is no warranty or liability by SCFPD for the work performed prior to or after NV Energy's "sign off," and SCFPD does not waive the liability limitations in NRS Chapter 41.

5. SCFPD will perform the work on a "time and materials basis" and may start or stop work at its

discretion. However, SCFPD will assure that the fuels Module spend a minimum of 175 days per year actively working on fuels reduction through NV Energy Right-of-way, unless actively engaged in firefighting or stand by operations at the request of NV Energy with a cumulative total greater than 86 days per calendar year.

6. SCFPD will implement "pole grubbing" to create a combustible-free space around poles, in accordance with 2018 IWUIC Appendix A, and maintain such work annually throughout the duration of an executed agreement. Upon completion of the first phase of implementation and/or expiration of the original executed agreement, SCFPD will establish an annual contract with NV Energy to conduct maintenance services. SCFPD will work closely with companies to implement appropriate and most effective maintenance treatment to prevent the growth of noxious or flammable weeds within the ROW's.

7. Upon execution of this contract, SCFPD shall obtain pricing for, 1-Type 6 wildland fire apparatus, a flat deck trailer for a skid steer, a CAT 299D3 skid steer forestry masticator, and provide the pricing to NV Energy See Exhibit D. Upon acceptance of pricing by NV Energy, NV Energy shall advance to SCFPD the amount needed to purchase the listed items and SCFPD shall purchase them. Items permanently mounted to the vehicles and equipment such as air compressors, fire extinguishers, toolboxes, etc., shall be considered a part of the vehicle or equipment.

8. Equipment hours will be tracked, and billable rates subtracted from initial NV Energy funding amounts until equipment is paid off or until the cancellation/end of this agreement. At the time of termination of this agreement, SCFPD will reimburse NV Energy the remaining purchase balance or will return the equipment if any balance is left on the vehicle pay off amounts. Once the vehicles and equipment are paid off, they shall become the sole property of SCFPD. Current vehicles and equipment owned by SCFPD will be tracked and billed the same as newly acquired equipment for repayment of money utilized to secure new vehicles and equipment until all money has been reimbursed to NV Energy.

9. Upon completion of the first phase of implementation and/or expiration of the original 3-year-term of the Contract, the Parties will enter into negotiations in an attempt to reach an agreement for maintenance services.

## **EXHIBIT B PROJECT DESCRIPTION**

The proposed project treats approximately \_\_\_\_\_ miles of transmission and distribution lines throughout Storey County (see following map). The work is combined mechanical treatment (masticator) and hand treatment (hand crews), performed by specified personnel in this Scope of Work.

Treatment Areas include (but not limited to):

- Transmission and Distribution Lines in the 6 Mile Canyon area
- Transmission lines and Distribution lines around Tracy Clark power plant
- Transmission lines in Bailey's Canyon
- Transmission lines in Long Valley
- Transmission Lines between Tracy Clark and Hidden Valley
- Distribution lines within the Virginia City Highlands

Treatment includes 10' - 30' clearance to mineral soil around poles and a 40' wide continuous shaded fuel break underneath lines. Wider breaks and fuel reduction outside of the NV Energy Right of Way will be conducted when appropriate and where landowners agree and sign Right of Entry/Hold Harmless Agreements.

*Treatments will start along the highest priority lines as identified by NV Energy and SCFPD. Fire history in the area shows numerous wildfires within the Truckee Reno Industrial Complex so creating fuel breaks and clearing poles will have a direct impact on fire spread and intensity within the treatment areas. (this is just filler, what would your priorities be?)*

In addition to elements proposed in the scope of work, SCFPD will provide program oversight and overhead vehicles.

Daily reports tracking production will be kept on site for six years. Monthly reporting of expenditures and production will occur by the 25th of each month utilizing the following form. This report will be submitted to NV Energy.

**EXHIBIT C  
PRICING SCHEDULE**

**2020 BILLING RATES**

All rates based on actual cost to SCFPD. Billed rate will be at the actual cost and may be different than the rate quoted in this document.

**APPARATUS RATES**

Equipment utilized at the request of NV Energy will be billed based on actual hours used. Personnel and equipment will be billed for hours worked as indicated on crew reports and will include travel time. Rates below include personnel costs.

- |                              |               |
|------------------------------|---------------|
| 1. Structure Engine - Type I | \$250.00/hr.  |
| 2. Brush Engine – Type III   | \$200.00/hr.  |
| 3. Water Tender              | \$170.00/hr.  |
| 4. Patrol Truck – Type V/VI  | \$150.00/hr.  |
| 5. Excavator Masticator      | \$250.00/hr.  |
| 6. Skid Steer Masticator     | \$220.00/hr.  |
| 7. Transport & Trailer       | \$110.00/hr.  |
| 8. Dozer                     | \$150.00/hr.  |
| 9. Dozer Tender              | \$85.00/hr.   |
| 10. Command Vehicle          | \$50.00/day.  |
| 11. Utility vehicle (pickup) | \$45.00/day.  |
| 12. UTV                      | \$150.00/day. |
| 13. Chipper                  | \$ 40.00/hr.  |

All vehicles will track, document, and bill actual mileage based on IRS rate per mile to NV Energy.

**PERSONNEL RATES**

All personnel are charged consistent with the Department's current labor agreements and/or resolutions as approved by the Board. Backfill (for 56-hour personnel only) personnel and their invoice amounts

will be shown on the same invoice as incident personnel. Backfill dates will be noted.

1. Chief Officer	\$73/hr
2. Captain	\$68/hr
3. Firefighter/Paramedic	\$52/hr
4. Firefighter	\$46/hr
5. Wildland Fire Crewmember	\$22/hr
6. Wildland Fire Crew Lead	\$28/hr.
7. Heavy Equipment Operator	\$47/hr

**BILLING ADDRESS**

Storey County Fire Protection District  
145 N C Street  
P.O Box 603  
Virginia City, NV 89440

**CONTACT INFORMATION**

Jeremy Loncar, Fire Chief  
(775) 399-1746

Shane Dixon, Battalion Chief  
(775) 287-5643

TBD, Fuels Management Officer  
(775)

Tiffany Pieretti, Administrative Office  
(775) 847-0954

**DUNS NUMBER**

959435876

**TAX ID NUMBER**

EIN # 88-6000134

**STATION LOCATIONS**

Station 71 – 145 N C Street, Virginia City, Nevada 89440  
Station 72 – 2610 Cartwright Road, Reno, Nevada 89521  
Station 74 – 431 Canyon Way, Sparks, Nevada 89434  
Station 75 – 1705 Peru Drive, McCarran, Nevada 89434

**EXHIBIT D**  
**5 PERSON CREW & EQUIPMENT**

**Fuels Reduction Crew – 1 Year Fuels Reduction Crew of 5**

Year one	Hourly rate	Annual Regular Pay	Annual 1.5 Max	Benefits INS/PERS	Annual Total	Pay Grade
FMO	37.79	77,950.99	13,616	41,914	133,480	141
CRWB ENGB	26.52	55,168.03	10,565	32,006.50	97,739	127
Heavy Equip.	45 00	PT < 1039 Hrs	67.50 Hr.	0	< 46,755	
Operator CDL	18.00	37,440.0	8250	22,198.50	67,888	111
Crew Member	16.00	36,256.16	6000	20,794.50	63,320	110

**Storey County Fire District Fuels Management Total**

**\$409,182.00**

**Equipment, Rentals, and Operating expenses**

Annual Administrative/HR/Payroll cost	30,000 annually	
Annual operating costs equipment maintenance	50,000 annually	
PPE, tools, Ipads, HT radios	20,000 first year	8000 year 2-3
1 Type 6 firefighting vehicles	200,000 one time	
24 ft deck over gooseneck trailer for skid steer	15,000 one time	
CAT 299D3 skid steer forestry masticator	153,000 one time	

**All items to be purchased by NV Energy will remain property of Storey County Fire Protection District from time of purchase.**

**Contract total costs paid by NV Energy**

Yearly totals		
Year 1 operating & Equip. \$468,000	Year 2 equip. costs \$88,000	Year 3 operating & Equip. \$88,000
Year 1 personnel \$409,182	Year 2 Personnel \$423,504	Year 2 Personnel \$438,328

**3-year contract total \$1,915,014**



## Storey County Board of Fire Commissioners

### Agenda Action Report

**Meeting date: 2/16/2021**

**Estimate of time required: 5 Minutes**

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

1. **Title: DISCUSSION/POSSIBLE ACTION:** To approve the District Fire Chief to enter into an Agreement for Services of a medical director for Storey County Fire Protection District.
2. **Recommended motion:** I (Fire Commissioner) move to approve the District Fire Chief to enter into an Agreement for Services of a Medical Director for the Storey County Fire Protection District.

**3. Prepared by: Jeremy Loncar**

**Department: Fire**

**Telephone: 847-0954**

**4. Staff summary:** I am requesting approval to enter into an agreement with a new Medical Director for the Storey County Fire Protection District. Our current Medical Directors contract ends in February and we have found a suitable replacement. A Medical Director is required by the State of Nevada to provide an Emergency Medical Services

**5. Supporting materials:** See attached

**6. Fiscal impact: N/A**

**Funds Available: N/A**

**Fund:**

## Comptroller

**7. Legal review required:**

**X District Attorney**

**8. Reviewed by:**

JL Department Head

**Department Name:** Fire District

\_\_\_\_ County Manager

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

**9. Board action:**

[ ] Approved  
[ ] Denied

[ ] Approved with Modifications  
[ ] Continued

Agenda Item No. 19

## AGREEMENT FOR SERVICES OF MEDICAL DIRECTOR

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between Storey County Fire Protection District, hereinafter referred to as "DISTRICT", and Scott Shepherd, MD, hereinafter referred to as MEDICAL DIRECTOR.

### RECITALS

WHEREAS, DISTRICT desires to provide basic intermediate and advanced emergency medical care to sick and injured persons within the service area of DISTRICT. Legal authority to provide such services requires that the provision of the services be under supervision of a licensed and qualified emergency medical director for DISTRICT; NOW, THEREFORE, it is hereby agreed as follows:

#### 1. Duties of MEDICAL DIRECTOR

The MEDICAL DIRECTOR's duties encompass, attending meetings and continuing emergency medical educational classes, providing reasonable assistance in quality assurance reviews, examining the manual skills of employees and volunteers, developing and reviewing the protocols, policies and standing orders for delivering emergency care, conducting pre-employment interviews of EMT's and paramedics, and being available for consultation, all as more fully set forth below:

##### a) Establish Protocols, policies and standing orders

Upon execution of this Agreement, MEDICAL DIRECTOR shall certify in writing that he has reviewed and approves of existing protocols, procedures and standing orders. To the extent that the protocols, procedures and standing orders are absent or insufficient to establish acceptable standards of emergency care MEDICAL DIRECTOR shall establish written, policies and standing orders regarding the provision of emergency care by personnel of DISTRICT which conform to applicable statutes and regulations. These protocols, policies and standing orders must establish standards and procedures for the dispatch of personnel and equipment to a location where emergency care is required, the provision of the emergency care at the location where emergency care is needed, the provision of emergency care during transportation of the patient, methods for transporting patients at the locations where emergency care is provided, methods for transporting patients for further medical treatment the disposition of the patient upon being received at a location where medical treatment will be provided by persons other than personnel of the DISTRICT, and the treatment of a patient who refuses emergency care or

refuses to be transported to another location for the purpose of providing further medical treatment;

**b) Update Protocols, Policies and Standing Orders**

MEDICAL DIRECTOR shall in conjunction with the Medical Director's Advisory Board, review and update as necessary the established protocols, policies and standing orders of DISTRICT. The protocols, policies and standing orders must be consistent with regional and statewide systems for the provision of emergency care. The protocols, policies and standing orders must be updated at least every six months.

**c) Distribution of Protocols, Procedures and Standing Orders**

Immediately upon execution of the agreement, and following each periodic review, MEDICAL DIRECTOR shall provide DISTRICT, for distribution to local hospitals, signed copies of the protocols, procedures, standing orders and updates pursuant to which personnel of the DISTRICT are to provide emergency care.

**d) Quality Assurance Audit**

At least once every six (6) months, MEDICAL DIRECTOR shall conduct an audit of the emergency care being provided by personnel of DISTRICT to determine whether the emergency care conforms to the protocols, procedures and standing orders of DISTRICT. Such audit shall include an evaluation of the provision of emergency care as it relates to the interaction of the personnel of DISTRICT and a physician providing voice communications to the personnel through a base station.

**e) Manual Skills Examinations**

MEDICAL DIRECTOR shall evaluate the manual skills of the personnel of DISTRICT in providing emergency care as often as is required for continued certification of the personnel to their level of qualification.

**f) Recommendations Following Evaluations**

MEDICAL DIRECTOR will make recommendation to the state Health officer regarding whether personnel of the DISTRICT should continue to be certified as attendants or emergency medical technicians. These recommendations must be based upon an evaluation of skills of the person involved and of their performance in providing emergency care to patients;

**g) Suspensions**

MEDICAL DIRECTOR has the authority to suspend emergency medical technicians from providing emergency care in the DISTRICT pending review and evaluation by the State Health Officer. The District Fire Chief shall be

immediately advised of any pending actions pertaining to any personnel of DISTRICT whether they are paid or volunteer personnel.

h) Education and Training

MEDICAL DIRECTOR shall be actively involved in the training of personnel who provide emergency care. In this regard he shall review and approve the educational requirements including curriculum, instructors and the number of hours of education which personnel of DISTRICT must meet in order to become certified or to renew certifications as attendants or emergency medical technicians.

i) Medical Advisory Board Meeting

MEDICAL DIRECTOR shall attend the quarterly meetings of the Medical Directors Advisory Board, at the Washoe County Health Department.

2. COMPENSATION

DISTRICT agrees to pay the MEDICAL DIRECTOR for his services at a rate of one hundred and no/100<sup>th</sup> (\$100.00) per hour. Hours worked shall be rounded to the nearest half hour. Payment will be made quarterly to MEDICAL DIRECTOR upon receipt of a billing for services provided during the preceding quarter.

a) DISTRICT agrees to maintain at its sole cost liability insurance to include General Liability, Automotive Liability, public officials and professional liability for any and all property claims and suits for damage arising out of the operations of the DISTRICT, its officers, agent's representatives, volunteers or employees. The policies shall provide coverage for bodily injury and property damage in an amount not less than one million and no/100<sup>th</sup> (\$1,000,000). Combined single limit, or one million and no/100<sup>th</sup> dollars (\$1,000,000) per occurrence with a two million and no/100<sup>th</sup> (\$2,000,000) annual Aggregate. MEDICAL DIRECTOR shall be named as additional insured. The policy shall provide that no cancellation or change of coverage of insured shall be effective until thirty (30) days after written notice has been given to the MEDICAL DIRECTOR.

b) MEDICAL DIRECTOR represents that he has, through the hospital with which MEDICAL DIRECTOR has privileges, liability insurance to include General Liability, Automotive Liability and Professional Liability for any and all property claims and suits for damages arising out of the operations of MEDICAL DIRECTOR his agents, representatives, volunteers or employees. MEDICAL DIRECTOR shall provide coverage for bodily injury and property damage in an amount not less than one million and no/100<sup>th</sup> (\$1,000,000) combined single limit or one million and no/100<sup>th</sup> dollars (\$1,000,000) per occurrence with a two million

and no/100<sup>th</sup> (\$2,000,000) Annual aggregate. The DISTRICT shall be named as additional insured. The policy must provide that no cancellation of change of coverage of insured shall be effective until thirty (30) days after written notice of the cancellation or change in coverage has been given to DISTRICT. The DISTRICT agrees to pay malpractice insurance premium not to exceed \$4,500.

**4. DURATION**

This Agreement becomes effective upon its approval by MEDICAL DIRECTOR and the Board of Directors of the Storey County Fire Protection District and will remain in effect until the end of each fiscal year, unless a written notice of termination is served by either party upon the other at least sixty (60) days prior to the end of any fiscal year.

**5. TERMINATION**

Either party may terminate this agreement at any time for any reason. Termination is effective thirty days after giving written notice of the termination to the other party. In the case of termination of the agreement by MEDICAL DIRECTOR, he must provide a recommendation to DISTRICT for a physician qualified to act as a medical director of DISTRICT as an interim replacement.

**6. RELATIONSHIP OF THE PARTIES**

MEDICAL DIRECTOR's relationship to DISTRICT is that of an independent contractor. MEDICAL DIRECTOR shall be responsible for paying all self-employment taxes and for obtaining any licenses necessary to act as a medical director. MEDICAL DIRECTOR is not entitled to any benefits available to employees of DISTRICT.

**7. RECORDKEEPING**

The parties shall keep and maintain all records required to be kept by law. All records established or generated as a result of this agreement, or the performances of services hereunder, shall be made available to the other party during the term of this agreement and for a period of four (4) years thereafter except as may be limited by requirements of confidentiality or other provision of law.

**8. NON-ASSIGNMENT**

MEDICAL DIRECTOR may not assign, transfer or delegate any of his rights, duties or obligations under this Agreement without prior written consent of the DISTRICT.

**9. WAIVER**

Waiver or a breach of any provision of the Agreement shall not be deemed a waiver of any other breach of the same or different provision at a later or any other time.

**10. NOTICES**

Any notice required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed given when it is either personally served or sent by certified mail, return receipt requested, with postage fully prepaid addressed as follows:

If to MEDICAL DIRECTOR  
Scott Shepherd, MD

Reno, NV 895  
If to DISTRICT  
Storey County Fire Protection District  
PO Box 603  
Virginia City, NV 89441

11. DISPUTES

Any disputes between or among the parties arising or resulting from this Agreement shall be settled and resolved by binding arbitration before the MEDICAL DIRECTORS Advisory Board in Carson City, Nevada.

12. ENTIRE AGREEMENT

This agreement sets forth the entire agreement of the parties. It shall not be altered, amended or modified except by a written agreement entered into by the parties hereto.

13. In the event any term or provision of this agreement is rendered invalid or unenforceable by any law, regulation or ordinance or by a court of competent jurisdiction, the remainder of the provision of the Agreement shall remain in full force and effect to the extent permitted by law, unless such invalidity or unenforceability materially alters the obligations of either party in such manner as, in the judgment of the party affected, (a) will cause financial hardship to such party, or (b) will cause such party to act in violation of its governing documents, in which event, the party so affected may terminate Agreement by giving thirty (30) days prior written notice to the other party.

IN WITNESS WHEREOF, the parties have hereunto set their hand and signatures.

Dated this \_\_\_\_ day of \_\_\_\_, 20\_\_

Dated this \_\_\_\_ day of \_\_\_\_, 20\_\_

\_\_\_\_\_  
Jeremy Loncar, Fire Chief  
For Storey County  
Fire Protection District

\_\_\_\_\_  
Scott Shepherd, MD



Remit to: NFP Property & Casualty Services, Inc.  
NFP P & C MOUNTAIN  
PO BOX 840801  
Los Angeles, CA 90084-0801

INVOICE	
Account #	Date
SCOTFSH-01	1/15/2021
Policy #	
Pending Bind Order	
Company	
Nautikus Insurance Co	
Producer	
Tom James	
Effective	Expiration
TBD	TBD

Scott F. Shepherd, MD  
660 Flanders Rd  
Reno, NV 89511

EFFECTIVE DATE	PAYMENT DUE DATE	TRANS TYPE	DESCRIPTION	AMOUNT
TBD		NEW	21/22 EMS Professional Liability	\$3,600.00
		TAX	Surplus Lines Tax	\$140.40
		FEE	EMS Broker Fee	\$360.00
TOTAL PREMIUM DUE				\$4,100.40

**Payment Options:**

1. Mail check to: NFP Property & Casualty Services, Inc. See Remittance Address Above
2. Pay On-line at: <https://nfp-mtn.epaypolicy.com> Note: ePay charges a fee for on-line pay services.
3. Pay via ACH or Wire, see instructions below

**Wire or ACH Transfer:**

Account Name: NFP P&C Trust - AZ Routing: 121000248  
Bank Name: Wells Fargo Bank Checking Account: 4122405285  
Bank Address: 420 Montgomery Street, San Francisco, CA 94104 Bank Swift BIC WFBUS6S (International)  
Please include the account number and name to help us identify the incoming wire

Please be sure you include or have emailed your signed and dated binding documents:

- Renewal Supplemental form.
- NFP Disclosure Form.
- AM Best Non-Admitted Carrier Notification

8201 N. Hayden Rd., Scottsdale, AZ 85258  
P: 866-577-7833 – F: 480-947-6699  
Email: [Tjames@NFP.com](mailto:Tjames@NFP.com)  
[www.emsmdinsurance.com](http://www.emsmdinsurance.com)



We are pleased to provide the following quotation on the following captioned Applicant. This quotation is valid until 60 days after the date this quotation is issued or policy expiration whichever comes first, at which time it is automatically withdrawn without notice.

Date Quotation Issued: January 15, 2021

**Named Insured:** Scott F. Shepherd, MD  
**Coverage Provided:** EMS Medical Director Professional Liability & General Liability - Claims Made & Reported Insurance.  
**Issuing Carrier:** Nautilus Insurance Company  
**AM Best Rating** Non-Admitted – AM Best Rating A+ XV

Coverages	Limits of Liability
EMS Medical Directors Professional Liability	\$1,000,000 Per "Claim"
EMS Medical Directors General Liability	\$1,000,000 Per "Occurrence"
Policy Aggregate	\$3,000,000 Per "Aggregate"
Policy Effective/Expiration Date	To Be Determined
Retroactive Date	Policy Inception

**Endorsements, Limitations, Warranties and Exclusions  
include, but are not limited to, the following:**

- EMD 7001-0617-N EMS Medical Directors Errors & Omissions Insurance Policy – Declarations Page
- EMD 7000-0915-N EMS Medical Directors Professional Liability and General Liability Insurance Policy
- 028-OFAC (03-16) Trade and Economic Sanctions
- 265- 0220 Policyholder Disclosure – Notice of Terrorism Insurance Coverage
- 266- 0220 Cap on Losses from Certified Acts of Terrorism
- 701-CR- 0419 CLAIM REPORTING PROCEDURES
- EMD 000901 (09-15) Policyholder Notice
- EMD 000902 (09-15) Minimum Earned Premium Endorsement
- EMD 500902- 0920-NF Mobile Intravenous Services Excluded
- NIC-E906- 0816 Service of Suit

Other exclusions and policy limitations may apply. Please refer to the actual policies for specific terms, conditions, limitations and exclusions that will govern in the event of a loss.

**Important:**

- Coverage is written on a Claims Made and Reported form; insurance applies only to covered incidents that occur on or after the retroactive date AND are first reported during the policy term.
- Your duties and obligations are outlined in the policy. We ask that you familiarize yourself with the Claims Reporting section of the policy which outlines your duties in the event of an accident, occurrence, claim or suit.

**Extended Reporting Period:**

Should you choose to non-renew the policy, you must purchase an Extended Reporting Period (ERP) endorsement to avoid a gap in coverage. The endorsement is available for an additional premium charge. You must notify our office of your intent to purchase the ERP before the termination of the policy. An ERP endorsement will not go into effect until the additional premium charge is paid in full.

8201 N. Hayden Rd., Scottsdale, AZ 85258 • P: 866-577-7833 • F: 480-947-6899 • Email: [Tjames@NFP.com](mailto:Tjames@NFP.com)  
[www.emsmindinsurance.com](http://www.emsmindinsurance.com)

Insurance services provided by NFP Property & Casualty Services, Inc. (NFP P&C), a subsidiary of NFP Corp. In California, NFP P&C does business as NFP Property & Casualty Insurance Services, Inc. License #0F15715



**Premium Summary**

Coverage	NAEMSP Member Premium
EMS Medical Director Professional	\$3,600.00
State Surplus Lines Tax & Fee	\$140.40
EMS Broker Fee	\$360.00
<b>Total Estimated Annual Premium</b>	<b>\$ 4,100.40</b>

**Payment Options**

- Full Payment; EFT, Wire Transfer or Premium Financing options are available.
- 25% Minimum Earned Premium

**Binding Requirements**

- Signed and Dated Renewal Summary (attached here)
- Signed NFP Disclosure and Non-Admitted Carrier Notification (attached here)
- If unable to bind within thirty (30) days, carrier will require written statement of "No Known Claims".

**Note:** This is a coverage summary, not a legal contract. This summary is provided to assist in your understanding of your insurance program. Please refer to the actual policies for specific terms, conditions, limitations and exclusions that will govern in the event of a loss. Specimen copies of all policies are available for review prior to the binding of coverage.

In evaluating your exposure to loss, we have been dependent upon information provided by you. If there are other areas that need to be evaluated prior to binding of coverage, please bring these areas to our attention. Should any of your exposures change after coverage is bound, please let us know so proper coverage(s) can be discussed.

Higher limits may be available. Please contact us if you would like a quote for higher limits.

**Emergency Medical Services – Medical Directors  
Information Needed to Renew Your EMS Policy**

- Copy of this signed and dated Statement.
- Payment in full or down payment along with a signed and dated Premium Finance Agreement

Policyholder: \_\_\_\_\_

Policy Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

1. Is the Applicant a member of the National Association of EMS Physicians (NAEMSP)? ☐ Yes ☐ No
2. Check here ☐ if there are no changes from prior year policy. If checked, go to question 4.
3. Check here ☐ if there are any changes and give detailed description below:
- |                                       | Yes                      | / | No                       |
|---------------------------------------|--------------------------|---|--------------------------|
| a. Contracts, additions or deletions. | <input type="checkbox"/> |   | <input type="checkbox"/> |
| b. Address, phone number(s), email.   | <input type="checkbox"/> |   | <input type="checkbox"/> |
| c. Employment status.                 | <input type="checkbox"/> |   | <input type="checkbox"/> |

4. My signature below confirms that:

- ☐ I have no known losses or claims that have not been reported to my prior insurance carrier or any other source from which payment might be made;
- ☐ I have no knowledge of facts or circumstances that relate to a wrongful act(s) arising from professional services which could reasonably result in a claim, that has not been reported to a prior insurance carrier;
- ☐ I have no knowledge of any request for medical records by a patient or his/her attorney which might result in a claim;
- ☐ I have no knowledge or information relating to service or services on a Board which might result in a claim; and
- ☐ I have no knowledge of any prior professional liability carrier refusing coverage for, or declining to accept a report of a wrongful act, threat of claim, letter of intent, adverse result notice, or attorney contact.
- ☐ I am a licensed physician in good standing.

Please contact NFP immediately at the address and phone number shown if there are any changes so we may update your renewal information.

The terms and conditions of this coverage have been fully explained to me. I understand the terms, conditions and limitations of coverage and request that coverage be bound effective \_\_\_\_\_.

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

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

- ☐ I certify that by checking this box, all the information stated above is correct and true to the best of my knowledge. By Checking this box, it will also serve as my signature.



**NOTICE TO COLORADO APPLICANTS:** IT IS UNLAWFUL TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING FACTS OR INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES, DENIAL OF INSURANCE AND CIVIL DAMAGES. ANY INSURANCE COMPANY OR AGENT OF AN INSURANCE COMPANY WHO KNOWINGLY PROVIDES FALSE, INCOMPLETE, OR MISLEADING FACTS OR INFORMATION TO A POLICY HOLDER OR CLAIMANT FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE POLICY HOLDER OR CLAIMANT WITH INSURANCE WITHIN THE DEPARTMENT OF REGULATORY AGENCIES.

**NOTICE TO NEW MEXICO, PENNSYLVANIA APPLICANTS:** ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERE TO COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

**NOTICE TO APPLICANTS OF KENTUCKY:** ANY PERSON WHO KNOWINGLY, AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE CONTAINING ANY MATERIALLY FALSE INFORMATION OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERE TO COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME.

**NOTICE TO APPLICANTS OF OKLAHOMA:** ANY PERSON WHO KNOWINGLY, AND WITH INTENT TO INJURE, DEFRAUDS OR DECEIVES ANY INSURER OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM FOR THE PROCEEDS OF AN INSURANCE POLICY CONTAINING ANY FALSE, INCOMPLETE, OR MISLEADING INFORMATION OR CONCEALS FOR THE PURPOSE OF MISLEADING INFORMATION CONCERNING ANY FACT MATERIAL THERE TO, IS GUILTY OF A FELONY AND IS SUBJECT TO CRIMINAL AND CIVIL PENALTIES.

**NOTICE TO MAINE, MASSACHUSETTS, TENNESSEE, VIRGINIA AND WASHINGTON APPLICANTS:** IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES INCLUDE IMPRISONMENT, FINES AND DENIAL OF INSURANCE BENEFITS.

**NOTICE TO OHIO APPLICANTS:** ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF INSURANCE FRAUD.

**NOTICE TO APPLICANTS OF FLORIDA:** ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE DEFRAUD OR DECEIVE ANY INSURER FILES A STATEMENT OF CLAIM OR AN APPLICATION CONTAINING ANY FALSE, INCOMPLETE, OR MISLEADING INFORMATION IS GUILTY OF A FELONY OF THE THIRD DEGREE.

**NOTICE ALABAMA, ARKANSAS, DISTRICT OF COLUMBIA, LOUISIANA, AND RHODE ISLAND APPLICANTS:** ANY PERSON WHO KNOWINGLY PRESENT A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENT FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON.

**NOTICE TO MARYLAND APPLICANTS:** ANY PERSON WHO KNOWINGLY OR WILLFULLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR WHO KNOWINGLY OR WILLFULLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON.

**NOTICE TO OREGON APPLICANTS:** ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE CONTAINING ANY MATERIALLY FALSE INFORMATION OR CONCEALS, FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERE TO MAY BE COMMITTING A FRAUDULENT INSURANCE ACT, WHICH MAY BE A CRIME AND MAY SUBJECT THE PERSON TO PENALTIES.

**NOTICE TO NEW JERSEY APPLICANTS:** ANY PERSON WHO INCLUDES ANY FALSE OR MISLEADING INFORMATION ON AN APPLICATION FOR AN INSURANCE POLICY IS SUBJECT TO CRIMINAL AND CIVIL PENALTIES.



## Disclosures and Disclaimers

**MEXICO DISCLOSURE:** Unless specifically stated within this proposal, coverage for any policy proposed does not extend coverage to Mexico. This includes, but is not limited to, Property, General Liability, Automobile, Umbrella, Workers' Compensation or Inland Marine. If you plan to travel, personally or on business, or conduct business in Mexico, please contact your agent to secure coverage.

**DIRECT BILL PREMIUM DISCLAIMER:** The Insurance Company operates independently for the financing of your insurance premium. Your agreement to finance this premium is directly with the insurance company and not NFP Property and Casualty Services, Inc. If payment is not received by the due date, the insurance company could cancel your insurance policy(s) for non-payment of premium. The insurance company has the right to honor the cancellation date and **NOT** offer reinstatement or rewrite the insurance coverage. We are not in a position to make monthly reminders or verify that your payment was received. Please take the necessary action to avoid possible cancellation of your insurance policy(s) which you are paying directly to the insurance company.

**SURPLUS LINES DISCLAIMER:** Insurance is issued pursuant to the Surplus Lines Laws. Persons insured by Surplus Lines Carriers do not have the protection of the Insurance Guaranty Act to the extent of any right of recovery for the obligation of an insolvent unlicensed insurer. Surplus Lines policies that are subject to audit provide for additional premium charges, but may not allow for return premium.

**COMPENSATION DISCLOSURE:** As a licensed insurance producer, NFP Property Casualty Services, Inc. is authorized to confer with or advise our clients and prospective clients concerning substantive benefits, terms or conditions of insurance contracts, to sell insurance and to obtain insurance coverage for our clients. In addition to the commissions or fees received by us for assistance with the placement, servicing or renewal of your insurance coverage, other parties, such as a wholesale broker, reinsurance intermediary, underwriting manager or similar parties may also receive compensation for their role in providing insurance products or services to you. It is also possible that we may receive contingent payments or allowances from insurers based on factors not related specifically to an individual client. These factors may include the size and/or performance of an overall book of business produced with an insurer. We generally do not know if a particular insurer will make such a contingent payment or the amount of any such contingent payments until the underwriting year is closed.

**PREMIUM FINANCING DISCLOSURE:** You may request financing from a premium finance company to pay the premiums for insurance placed on your behalf by NFP Property and Casualty Services, Inc. Premium finance companies which NFP Property and Casualty Services, Inc. recommends, will generally be either affiliates or pay compensation to NFP Property and Casualty Services, Inc.

**REVIEWING CLIENT CONTRACTS DISCLAIMER:** As a service to our clients, upon their request, NFP Property and Casualty, Inc. will review those portions of your contract regarding the insurance and indemnity requirements as they relate to your insurance program and provide comments and/or recommendations based upon such review. This service should not be taken as legal advice and it does not replace the need for review by the insured's own legal counsel.

Scott F. Shepherd, MD has reviewed and acknowledged the above.

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



## A.M. Best Non-Admitted Carrier Notification

Your insurance coverage has been placed with Nautilus Insurance Company, which is a not admitted carrier. The Insurance Code permits placement of coverage with such non-admitted or surplus lines companies, as long as it is in accordance with the conditions set forth in the insurance code for that state.

Non-admitted companies are not covered by the State's Guaranty Fund, which covers certain losses due to insolvency of insurance companies licensed to do business in our state. You will lose the ability to collect from the Fund in the event the company is declared bankrupt. Any claims that are outstanding on the date of the insolvency would be your responsibility to pay.

Although many non-admitted companies are financially stable, we must advise you that the possibility exists that your insurance may be uncollectable in the event of a loss. In order to proceed with placement of coverage, we require you sign and date below. By signing, you acknowledge that you have read this letter. If we do not hear from you within 10 days, we will assume that you do not request any changes in your coverage.

Scott F. Shepherd, MD has reviewed and acknowledged the above.

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

## Privacy Statement

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### Our Privacy Promise to You

NFP Property and Casualty, Inc. provide this notice to you, our customer, so that you will know what we will do with the personal information, personal financial and health information (collectively referred to as the "protected information") that we may receive from you directly or receive from your health care provider or receive from another source that you have authorized to send us your protected information. We at NFP are concerned about your privacy and assure you that we will do what is required of us to safeguard your protected information.

### What types of information will we be collecting?

NFP collects information from you required both for our business and pursuant to regulatory requirements. Without it, we cannot provide our products and services for you. We will be collected protected information about you from:

- Applications or other forms, such as name, address, Social Security number, assets and income, employment status and dependent information;
- Your transactions with us or your transactions with others, such as account activity, payment history, and products and services purchased;
- Consumer reporting agencies, such as credit relationships and credit history. These agencies may retain their reports and share them with others who use their services;
- Other individuals, businesses and agencies, such as medical and demographic information; and
- Visitors to our websites, such as information from on-line forms, site visitorship data and on-line information collection devices, commonly called "cookies."

### What will we do with your protected information?

The information NFP gathers is shared within our company to help us maximize the services we can provide to our customers. We will only disclose your protected information as is necessary for us to provide the insurance products and services you expect from us. NFP does not sell your protected information to third parties, nor does it sell or share customer lists.

We may also disclose all of the information described above to third parties with which we contract for services. In addition, we may disclose your protected information to medical care institutions or medical professionals, insurance regulatory authorities, law enforcement or other government authorities, or to affiliated or nonaffiliated third parties as is reasonably necessary to conduct our business or as otherwise permitted by law.

### Our Security Procedures

At NFP, we have put in place the highest measures to ensure the security and confidentiality of customer information. We will handle the protected information we receive by restricting access to the protected information about you to those employees and agents of ours who need to know that information to provide you with our products or services or to otherwise conduct our business, including actuarial or research studies. Our computer database has multiple levels of security to protect against threats or hazards to the integrity of customer records, and to protect against unauthorized access to records that may harm or inconvenience our customers. We maintain physical, electronic, and procedural safeguards that comply with federal and state regulations to safeguard all of your protected information.

### Our Legal Use of Information

We retain the right to use ideas, concepts, know-how, or techniques contained in any nonpublic personal information you provide to us for our own purposes, including developing and marketing products and services.

### Your Right to Review Your Records

You have the right to review the protected information about you relating to any insurance or annuity product issued by us that we could reasonably locate and retrieve. You may also request that we correct, amend or delete any inaccurate information by writing to us at the above address.



## Insurance Carrier Ratings

As a service to our clients, NFP is furnishing an assessment by a financial rating service of the insurance companies included in our proposal. We are including the legends used by this service.

All ratings are subject to periodic review; therefore, it is important to obtain updated ratings from each service. Should you desire further information concerning the financial statements of any of the insurance companies being proposed, so that you can make your own assessment of the financial strength of the companies being offered, it is available from NFP at your request.

NFP has made no attempt to determine independently the financial capacity of the insurance companies that we are including in our proposal as we believe the nationally recognized services are better equipped to comment.

### A. M. BEST RATINGS

<b>A++ and A+</b>	Superior	<b>B and B-</b>	Fair
<b>A and A-</b>	Excellent	<b>C++, C+</b>	Marginal
<b>B++, B+</b>	Very Good	<b>C and C-</b>	Weak
<b>D</b>	Poor	<b>F</b>	In Liquidation
<b>E</b>	Under Regulatory Supervision	<b>S</b>	Rating Suspended

### FINANCIAL SIZE CATEGORY

	(In \$ Thousands)	
Class I	Less than	1,000
Class II	1,000 to	2,000
Class III	2,000 to	5,000
Class IV	5,000 to	10,000
Class V	10,000 to	25,000
Class VI	25,000 to	50,000
Class VII	50,000 to	100,000
Class VIII	100,000 to	250,000
Class IX	250,000 to	500,000
Class X	500,000 to	750,000
Class XI	750,000 to	1,000,000
Class XII	1,000,000 to	1,250,000
Class XIII	1,250,000 to	1,500,000
Class XIV	1,500,000 to	2,000,000
Class XV	2,000,000 to	Or greater

### RATING "NOT ASSIGNED" CLASSIFICATIONS

<b>NR-1</b> Insufficient Data	<b>NR-2</b> Insufficient Size and/or Operating Experience
<b>NR-3</b> Rating Procedure Inapplicable	<b>NR-4</b> Company Request
<b>NR-5</b> Not Formally Followed	



## Storey County Board of County Commissioners Agenda Action Report

Meeting date: 02-16-2021

Estimate of time required: 0 - 5

Agenda: Consent ☐ Regular agenda ☒ Public hearing required ☐

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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  
*[Signature]*  
\_\_\_\_ County Manager

Department Name: Community Development

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

9. **Board action:**

☐ Approved  
☐ Denied

☐ Approved with Modifications  
☐ Continued

Agenda Item No. 21



# 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

**February 8, 2021**  
Via Email

Fr: Ashley Mead

Please add the following item(s) to the **February 16, 2021**

COMMISSIONERS Consent Agenda:

## **SECOND READINGS:**

- A. Anton PAAR USA, Inc.** – Out of County / 10215 Timber Ridge Dr. ~ Ashland, VA
- B. ARMAC Excavating & Paving LLC** – Contractor / 343 Fairview Dr. Ste. 103 ~ Carson City, NV
- C. Austin Jones Corporation** – Contractor / 18575 Jamboree Rd. Ste. 600 ~ Irvine, CA
- D. Chick-fil-A Sparks Blvd & I-80** – Out of County / 1350 Big Fish Dr. ~ Sparks, NV
- E. Drop In Medical** – Out of County / J4360 Slide Mtn. Cir. ~ Reno, NV
- F. Distribution International Southwest Inc.** – Out of County / 1263 Spice Island Dr. ~ Sparks, NV
- G. NV Handyworks** – Handyman / 75 S. O St. ~ Virginia City, NV
- H. Switch Electric LLC.** – Contractor / 1231 Freddie Ct ~ Reno, NV

Ec: Community Development  
Commissioner's Office

Planning Department  
Comptroller's Office

Sheriff's Office