



STOREY COUNTY BOARD OF COUNTY COMMISSIONERS MEETING

4/19/2022 10:00 AM

26 SOUTH B STREET, VIRGINIA CITY, NEVADA

AGENDA

This meeting will be held in person and the public is welcome to attend.

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://us02web.zoom.us/j/83946331479> **Meeting ID: 839 4633 1479**

One tap mobile

+12532158782,83946331479# US (Tacoma)

+13462487799,83946331479# US (Houston)

Dial by your location

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

Meeting ID: 839 4633 1479

Find your local number: <https://us02web.zoom.us/j/83946331479>

**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

DOREAYNE NEVIN
CLERK-TREASURER

Members of the Board of County Commissioners also serve as the Board of Fire Commissioners for the Storey County Fire Protection District, Storey County Brothel License Board, Storey County Water and Sewer System Board and the Storey County Liquor and Gaming Board and during this meeting may convene as any of those boards as indicated on this or a separately posted agenda. All matters listed under the consent agenda are considered routine and may be acted upon by the Board of County Commissioners with one action, and without an extensive hearing. 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 April 19, 2022

4. **CONSENT AGENDA FOR POSSIBLE ACTION:**

I For possible action, approval of business license first readings:

- A. Bighorn Fence LLC – Contractor / 23600 Tinhorn Rd ~ Reno, NV
- B. BrandSafway Services LLC – Contractor / 535 Walt Dr. Ste A ~ Fairfield, CA
- C. ENG BIM Company LLC – Out of County / 1931 Newport Blvd ~ Mesa, CA
- D. Larry’s Gourmet Coffee House LLC – General 145 S. C St. Ste B ~ Virginia City, NV
- E. MKD Construction, Inc. – Contractor / 20 Stokes Dr. ~ Mound House, NV
- F. Pokrajac Corporation – Contractor / 49 Industrial Pkwy ~ Mound House, NV
- G. SX VC, LLC – General / 5 N. C St. ~ Virginia City, NV
- H. Tesla, Inc. -General / 550 Milan ~ McCarran, NV

II Consideration and possible approval of the Justice Court Quarterly Report.

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

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

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

8. DISCUSSION/FOR POSSIBLE ACTION:

Consideration and possible approval of the Intrastate Interlocal contract beginning fiscal year 2023 to fiscal year 2026 between the State of Nevada acting by and through its Department of Health and Human Services, Division of Welfare and Supportive Services, the First Judicial District Court, Storey County and Carson City and the proposed budgets for reimbursement from the State Child Support Enforcement Program in the amount of \$34,782 for FY 2023 and \$35,181 for FY 2024.

9. DISCUSSION/FOR POSSIBLE ACTION:

Discussion and possible approval to determination that cost of collecting Water Basin fees by imposing an assessment on all properties within the water basin is more than revenue expected to be obtained and therefore that the water basin assessments in the amount of \$14,400.00 may be appropriated from the general fund.

10. DISCUSSION ONLY/NO POSSIBLE ACTION:

Presentation of Member Valuation and Performance Review by Nevada Public Agency Insurance Pool (POOL) and Public Agency Compensation Trust (PACT) "POOL/PACT" to include programs/services available to and used by the county; how Storey County's coverage limits and allocations are determined; and workers' compensation, property, and general liability claim summary.

11. DISCUSSION ONLY/NO ACTION:

3rd Quarter 2021-2022 Storey County Fiscal Year Budget vs Actuals review

12. DISCUSSION ONLY/NO POSSIBLE ACTION:

Quarterly report from the County Manager on various administrative matters in Storey County.

13. DISCUSSION/FOR POSSIBLE ACTION:

Consideration and possible approval of Resolution 22- 641 appointing the County Manager as the Administrator of the process for seeking reimbursement for the costs of providing public infrastructure as provided in Exhibit E to the Development Agreement between Storey County, Tahoe Reno Industrial Center LLC and DP Operating Partnership LLP dated February 2, 2000.

14. DISCUSSION/FOR POSSIBLE ACTION:

Consideration and possible approval of activation of the Storey County Board of Highway Commissioners (BOHC).

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

Consideration and possible approval for Resolution 22-642 to proclaim May through October 2022 as the Nevada Wildfire Awareness Campaign in Storey County

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

Consideration and possible approval of letter to the Governor's Office of Economic Development (GOED) supporting shared joint-partnerships with Regional Economic Development Authorities (RDAs) including the Economic Development Authority of Western Nevada (EDAWN) and Northern Nevada Development Authority (NNDA) in Storey County providing for business attraction, support, and retention.

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

Consideration and possible approval of bid for the 1705 Peru Re-Roof project and to authorize the county manager to execute a contract for the work with the winning contractor in accordance with staff recommendations.

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

Consideration and possible approval to Authorize the county manager to execute an agreement with Reno Tahoe Geo Associates, Inc. for engineering construction services for the Lockwood Tower Road and Retaining Wall Repair project for an amount not to exceed \$7,400.00 on a time and materials basis. The \$7,400 amount is an estimate provided by Reno Tahoe Geo Associates.

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

20. **DISCUSSION ONLY/NO ACTION:**

3rd Quarter 2021-2022 474 Fire District Fiscal Year Budget vs Actuals review

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

Consideration and possible approval of a Memorandum of Understanding between the Storey County Fire Protection District and Storey County Fire Fighters' Association Local 4227 as it pertains to Article 25, Benefits Insurance within the 2019-2023 Collective Bargaining Agreement.

22. DISCUSSION/FOR POSSIBLE ACTION:

Consideration and possible approval of Personnel Policies P 100 Employer Personnel Policies Acknowledgment, P701 Health Insurance Coverage, P702 Life Insurance Coverage, and P704 Retiree Health Benefits for the Storey County Fire Protection District.

23. ADJOURN TO CONVENE AS THE STOREY COUNTY WATER/SEWER BOARD

24. DISCUSSION ONLY/NO ACTION:

3rd Quarter 2021-2022 Storey County Water & Sewer Funds Fiscal Year Budget vs Actuals review

25. DISCUSSION/FOR POSSIBLE ACTION:

Consideration and possible approval of inter-local agreement between Storey County and the Nevada Water/Wastewater Agency Response Network (NVWARN) providing mutual assistance between water and wastewater agencies under emergencies such as, but not limited to, fire, flood, storm, earthquake, civil disturbance, main breaks, and facility breakdowns as allowed by NRS 277, and other related matters, for a zero cost of membership with a maximum mutual-aid contribution not exceeding \$250,000 without approval by the board of both requesting and assisting agencies.

26. DISCUSSION/FOR POSSIBLE ACTION:

Consideration and possible approval of the inter-local agreement between Virginia Divide Sewer Improvement District and the Nevada Water/Wastewater Agency Response Network (NVWARN) providing mutual assistance between water and wastewater agencies under emergencies such as, but not limited to, fire, flood, storm, earthquake, civil disturbance, main breaks, and facility breakdowns as allowed by NRS 277, and other related matters, for a zero cost of membership with a maximum mutual-aid contribution not exceeding \$250,000 without approval by the board of both requesting and assisting agencies.

27. ADJOURN TO RECONVENE AS THE STOREY COUNTY BOARD OF COUNTY COMMISSIONERS

28. DISCUSSION/FOR POSSIBLE ACTION:

Consideration and possible approval for the Public Works Director to sign the bid from Central Sierra Construction with an amount not to exceed \$8,000.00 to repair 3 historic windows in the courthouse. Work will commence after July 1, 2022

29. DISCUSSION/FOR POSSIBLE ACTION:

Consideration and possible approval of the Bid Acceptance from Sierra Nevada Construction (SNC) in the amount of \$394,007.00 for the Storey County 2022 Road Rehab project and to use up to an additional amount of \$127,295.00 while keeping below the budgeted \$596,402.00.

30. DISCUSSION/FOR POSSIBLE ACTION:

Consideration and possible approval for a work order service agreement through iWorQ with an initial startup cost of \$9,500.00. It will not be billed until July 1, 2022. Each additional year would be a recurring fee of \$2,000.00 for the Service Department software and \$7,000.00 for Roads, B&G, Water and Sewer software. This work order system would be able to be utilized by the whole county to submit needed repairs while helping us keep track of jobs and assets over time electronically.

31. DISCUSSION/FOR POSSIBLE ACTION:

Public Safety Telecommunications Week 2022 Proclamation.

32. DISCUSSION/FOR POSSIBLE ACTION:

Consideration and possible approval of the purchase of a AgilisDuo Mail Ballot Scanning & Sorting System in the amount \$75,500.00 all funds were approved by the LCB and will be reimbursed by the State of Nevada.

33. DISCUSSION/FOR POSSIBLE ACTION:

For consideration and possible approval of business license second readings:

A. April Showers Water Truck Service LLC – Out of County / 21 Salvadore Dr, ~ Fernley, NV

B. BRS Field Ops Nevada, LLC – Contractor / 1403 N. Research Way ~ Orem, UT

C. Bruce Purves Construction Inc. – Contractor / 1360 Greg St. ~ Sparks, NV

D. Contact Electric, Inc. – Contractor / 1070 Hartford Ct. ~ Reno, NV

E. Comstock Meadows RV Park – General / 580 E. Sydney Dr. ~ McCarran, NV

F. Deville Plumbing and Heating – Contractor / 774 Mays Blvd. #10-341 ~ Incline Village, NV

G. Gardner's Water Service, Inc. – Contractor / 8595 Iroquois Tr. ~ Silver Springs, NV

H. Great Basin Roofing LLC – Contractor / 1101 Hillcrest Ave. ~ Roseville, CA

I. Par Western Line Contractors, LLC – Contractor / 11276 5th St. #100 ~ Rancho Cucamonga, CA

J. Primary Power Electrical Services, LLC – Contractor / 1200 Golden Parkway ~ Fallon, NV

K. Reno Engineering & Contracting LLC – Contractor / 9395 Hummer Ct. ~ Reno, NV

L. Rustic Rope N' Treasures – General / 145 S. C St. ~ Virginia City, NV

M. Samuel EPC, LLC – Contractor / 550 S. 18th St. ~ Abilene, TX
N. Solcius, LLC – Contractor / 1555 N. Freedom Blvd. ~ Provo, UT
O. Sonnikson and Stordahl Construction – Contractor / 4858 Sunrise Dr. ~ Martinez, CA
P. UV Logistics Inc. – Transportation / 240 Wild Horse Canyon Way ~ McCarran, NV
Q. West Coast Dirt Works – Contractor / 745 E. Greg St. #4 ~ Sparks, NV

34. **PUBLIC COMMENT (No Action)**
35. **ADJOURNMENT OF ALL ACTIVE AND RECESSED BOARDS ON THE AGENDA**
36. **CLOSED SESSION MEETING PURSUANT TO NRS 288.220 FOR THE PURPOSE OF CONFERRING WITH COUNTY MANAGEMENT AND LEGAL COUNSEL REGARDING LABOR NEGOTIATIONS WITH THE STOREY COUNTY EMPLOYEES' ASSOCIATION COMSTOCK CHAPTER, AFSCME LOCAL 4041.**

Call to Order Closed Session meeting pursuant to NRS 288.220 for the purpose of conferring with county management and legal counsel regarding labor negotiations with the Storey County Employees' Association Comstock Chapter, AFSCME Local 4041. This meeting will begin immediately following the general meeting of the Board of Storey County Commissioners.

NOTICE:

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

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

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at

http://www.ascr.usda.gov/complaint_filing_cust.html and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

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

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

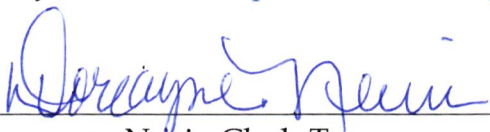
(3) email: program.intake@usda.gov.

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

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

CERTIFICATION OF POSTING

I, Doreayne Nevin , 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 04/14/2022; 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 
Doreayne Nevin Clerk-Treasurer



Storey County Board of County Commissioners

Agenda Action Report

Meeting date: 4/19/2022 10:00 AM -
BOCC Meeting

Estimate of Time Required: 5 Min

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and Possible approval of the Agenda for April 19, 2022
- **Recommended motion:** Approve or amend as necessary
- **Prepared by:** DORE

Department: **Contact Number:** 775-847-0969

- **Staff Summary:** Attached
- **Supporting Materials:** See attached
- **Fiscal Impact:**
- **Legal review required:** False
- **Reviewed by:**

_____ Department Head

Department Name:

_____ County Manager

Other Agency Review: _____

- **Board Action:**

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

3



**Storey County Board of County
Commissioners
Agenda Action Report**

**Meeting date: 4/19/2022 10:00 AM -
BOCC Meeting**

Estimate of Time Required: 0-5

Agenda Item Type: Consent Agenda

- **Title:** For possible action, approval of business license first readings:
- A. Bighorn Fence LLC – Contractor / 23600 Tinhorn Rd ~ Reno, NV
- B. BrandSafway Services LLC – Contractor / 535 Walt Dr. Ste A ~ Fairfield, CA
- C. ENG BIM Company LLC – Out of County / 1931 Newport Blvd ~ Mesa, CA
- D. Larry's Gourmet Coffee House LLC – General 145 S. C St. Ste B ~ Virginia City, NV
- E. MKD Construction, Inc. – Contractor / 20 Stokes Dr. ~ Mound House, NV
- F. Pokrajac Corporation – Contractor / 49 Industrial Pkwy ~ Mound House, NV
- G. SX VC, LLC – General / 5 N. C St. ~ Virginia City, NV
- H. Tesla, Inc. -General / 550 Milan ~ McCarran, NV

- **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)

- **Prepared by:** Ashley Mead

Department:

Contact Number: 7758470966

- **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.
- **Supporting Materials:** See attached
- **Fiscal Impact:** None
- **Legal review required:** False
- **Reviewed by:**

____ Department Head

Department Name:

____ County Manager

Other Agency Review: _____

- **Board Action:**

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

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: Dore Nevin, Clerk's office
Austin Osborne, County Manager

April 7, 2022
Via Email

Fr: Ashley Mead

Please add the following item(s) to the **April 19, 2022**

COMMISSIONERS Consent Agenda:

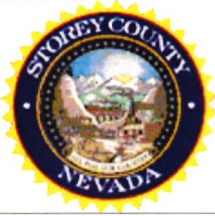
FIRST READINGS:

- A. Bighorn Fence LLC** – Contractor / 23600 Tinhorn Rd ~ Reno, NV
- B. BrandSafway Services LLC** – Contractor / 535 Walt Dr. Ste A ~ Fairfield, CA
- C. ENG BIM Company LLC** – Out of County / 1931 Newport Blvd ~ Mesa, CA
- D. Larry's Gourmet Coffee House LLC** – General 145 S. C St. Ste B ~ Virginia City, NV
- E. MKD Construction, Inc.** – Contractor / 20 Stokes Dr. ~ Mound House, NV
- F. Pokrajac Corporation** – Contractor / 49 Industrial Pkwy ~ Mound House, NV
- G. SX VC, LLC** – General / 5 N. C St. ~ Virginia City, NV
- H. Tesla, Inc.** -General / 550 Milan ~ McCarran, NV

Ec: Community Development
Commissioner's Office

Planning Department
Comptroller's Office

Sheriff's Office



Storey County Board of County Commissioners

Agenda Action Report

Meeting date: 4/19/2022 10:00 AM -
BOCC Meeting

Estimate of Time Required: 5

Agenda Item Type: Consent Agenda

- **Title:** Consideration and possible approval of the Justice Court Quarterly Report.
- **Recommended motion:** Approval
- **Prepared by:** Eileen Herrington

Department: **Contact Number:** 775-847-0962

- **Staff Summary:** see attached
- **Supporting Materials:** See attached
- **Fiscal Impact:**
- **Legal review required:** False
- **Reviewed by:**

_____ Department Head

Department Name:

_____ County Manager

Other Agency Review: _____

- **Board Action:**

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

Virginia Township Justice Court ~ Storey County, Nevada

800 South C Street
Virginia City, Nevada 89440

775-847-0962 • Facsimile: 775-847-0915
www.storeycounty.org

April 4, 2022

QUARTERLY REPORT

Pursuant to NRS 4.100, attached please find End of Period Listing Reports for January, February, and March, 2022.

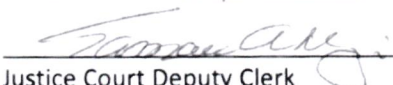
I, E.F. Herrington, Virginia Township Justice of the Peace, Storey County, Nevada, do hereby certify that to the best of my knowledge and belief, the attached information is a full, true, and correct statement of NRS 4.100.

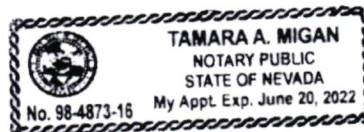


E.F. Herrington, Justice of the Peace
Virginia Township Justice Court

Subscribed and sworn before me

This 4th day of April, 2022


Justice Court Deputy Clerk



Date: 02/01/2022 07:20
CRT27170

End Of Period Listing - Actual
VIRGINIA TOWNSHIP JUSTICE COURT
From 12/29/2021 16:18:10.02
To 01/31/2022 11:24:30.00

Page: 1

Disbursed Total

EOM JANUARY 2022

36,782.83

Account	Payee Name	Check Number	Check Status Code	Disbursed Amount	Number of Cases
1F AA FEE - STATE (AOC)	NEVADA STATE CONTROLLER	N/A	N/A	6,428.33	122
170-000-34206					
1F AA FEE - JUSTICE/187-000-35104	VIRGINIA TOWNSHIP JUSTICE COURT	N/A	N/A	928.00	113
1F AA FEE - JUVENILE/001-000-35103	STOREY COUNTY TREASURER	N/A	N/A	268.00	112
1F AA FEE - STATE (GENERAL)/170-000-35114	NEVADA STATE CONTROLLER	N/A	N/A	674.00	113
1F AA FEE - GENETIC MARKER ANALYSIS/180-000-35101	STOREY COUNTY TREASURER	N/A	N/A	381.00	105
1F ATTORNEY REIMBURSEMENT FEE/001-000-34245	STOREY COUNTY TREASURER	N/A	N/A	180.00	2
1F BLACKJACK FEES/187-35126-000	VIRGINIA TOWNSHIP JUSTICE COURT	N/A	N/A	470.00	24
1F BOND PROCESSING FEE - COUNTY/001-000-34204	STOREY COUNTY TREASURER	N/A	N/A	243.75	13
1F CIVIL FEES/001-000-34204	STOREY COUNTY TREASURER	N/A	N/A	112.50	2
1F CIVIL FEES - COURT ACCOUNT/187-000-35125	VIRGINIA TOWNSHIP JUSTICE COURT	N/A	N/A	888.50	17
1F CHEMICAL ANALYSIS FEE/001-000-35101	STOREY COUNTY TREASURER	N/A	N/A	220.00	4
1F COPY FEES/001-000-34204	STOREY COUNTY TREASURER	N/A	N/A	4.50	0
1F FINE - COUNTY/001-000-35109	STOREY COUNTY TREASURER	N/A	N/A	18,977.50	143
1F COURT FACILITY FEE/187-000-35111	VIRGINIA TOWNSHIP JUSTICE COURT	N/A	N/A	1,175.00	101
1F MARRIAGE FEE/170-000-34212	NEVADA STATE TREASURER	N/A	N/A	15.00	0
1F OVERPAYMENTS TO COUNTY/001-000-35109	STOREY COUNTY TREASURER	N/A	N/A	10.00	1
1F PRETRIAL SERVICES ACCOUNT / 187-000-35044	VIRGINIA TOWNSHIP JUSTICE COURT	N/A	N/A	60.00	1
1F RECORDS SEARCH/001-000-34204	STOREY COUNTY TREASURER	N/A	N/A	2,244.75	0
1F SPECIALTY COURT FEE (MISD)/170-000-34217	NEVADA STATE CONTROLLER	N/A	N/A	868.50	106
1F SMALL CLAIMS FEES/001-000-34204	STOREY COUNTY TREASURER	N/A	N/A	97.50	2
1F STATE PERMANENT SCHOOL FINE/FORE/001-35116-000	NEVADA STATE TREASURER	N/A	N/A	2,205.00	27
1F CENSUS FEE/170-000-34201	STOREY COUNTY TREASURER	N/A	N/A	6.00	4
1F BOND FILING FEE VICTIM OF CRIMES/170-000-35108	NEVADA STATE CONTROLLER	N/A	N/A	325.00	13

*** End of Report ***

Disbursed Total

EOM FEBRUARY 2022

22,561.50

Account	Payee Name	Check Number	Check Status Code	Disbursed Amount	Number of Cases
1F AA FEE - STATE (AOC) 170-000-34206	NEVADA STATE CONTROLLER	N/A	N/A	3,979.00	73
1F AA FEE - JUSTICE/187-000-35104	VIRGINIA TOWNSHIP JUSTICE COURT	N/A	N/A	483.00	65
1F AA FEE - JUVENILE/001-000-35103	STOREY COUNTY TREASURER	N/A	N/A	138.00	65
1F AA FEE - STATE (GENERAL)/170-000-35114	NEVADA STATE CONTROLLER	N/A	N/A	345.00	65
1F AA FEE - GENETIC MARKER ANALYSIS/180-000-35101	STOREY COUNTY TREASURER	N/A	N/A	222.00	64
1F BLACKJACK FEES/187-35126-000	VIRGINIA TOWNSHIP JUSTICE COURT	N/A	N/A	170.00	13
1F BOND PROCESSING FEE - COUNTY/001-000-34204	STOREY COUNTY TREASURER	N/A	N/A	37.50	2
1F CIVIL FEES/001-000-34204	STOREY COUNTY TREASURER	N/A	N/A	18.75	1
1F CIVIL FEES - COURT ACCOUNT/187-000-35125	VIRGINIA TOWNSHIP JUSTICE COURT	N/A	N/A	829.25	4
1F CHEMICAL ANALYSIS FEE/001-000-35101	STOREY COUNTY TREASURER	N/A	N/A	120.00	2
1F FINE - COUNTY/001-000-35109	STOREY COUNTY TREASURER	N/A	N/A	11,426.50	81
1F COURT FACILITY FEE/187-000-35111	VIRGINIA TOWNSHIP JUSTICE COURT	N/A	N/A	735.00	65
1F MARRIAGE FEE/170-000-34212	NEVADA STATE TREASURER	N/A	N/A	25.00	0
1F OVERPAYMENTS TO COUNTY/001-000-35109	STOREY COUNTY TREASURER	N/A	N/A	5.00	1
1F RECORDS SEARCH/001-000-34204	STOREY COUNTY TREASURER	N/A	N/A	2,301.75	0
1F SPECIALTY COURT FEE (MISD)/170-000-34217	NEVADA STATE CONTROLLER	N/A	N/A	518.00	64
1F SMALL CLAIMS FEES/001-000-34204	STOREY COUNTY TREASURER	N/A	N/A	131.75	1
1F STATE PERMANENT SCHOOL FINE/FORE/001-35116-000	NEVADA STATE TREASURER	N/A	N/A	1,025.00	11
1F CENSUS FEE/170-000-34201	STOREY COUNTY TREASURER	N/A	N/A	1.00	1
1F BOND FILING FEE VICTIM OF CRIMES/170-000-35108	NEVADA STATE CONTROLLER	N/A	N/A	50.00	2

*** End of Report ***

Date: 03/31/2022 15:01
CRTR7170

End Of Period Listing - Actual
VIRGINIA TOWNSHIP JUSTICE COURT
From 02/25/2022 11:22:34.15
To 03/31/2022 11:09:44.71

Page: 1

Disbursed Total

EOM March 2022

43,759.00

Account	Payee Name	Check Number	Check Status Code	Disbursed Amount	Number of Cases
IF AA FEE - STATE (AOC) 170-000-34206	NEVADA STATE CONTROLLER	N/A	N/A	7,586.00	131
IF AA FEE - JUSTICE/187-000-35104	VIRGINIA TOWNSHIP JUSTICE COURT	N/A	N/A	987.00	115
IF AA FEE - JUVENILE/001-000-35103	STOREY COUNTY TREASURER	N/A	N/A	282.00	115
IF AA FEE - STATE (GENERAL)/170-000-35114	NEVADA STATE CONTROLLER	N/A	N/A	705.00	115
IF AA FEE - GENETIC MARKER ANALYSIS/180-000-35101	STOREY COUNTY TREASURER	N/A	N/A	459.00	119
IF ATTORNEY REIMBURSEMENT FEE/001-000-34245	STOREY COUNTY TREASURER	N/A	N/A	190.00	2
IF BLACKJACK FEES/187-35126-000	VIRGINIA TOWNSHIP JUSTICE COURT	N/A	N/A	510.00	38
IF BOND PROCESSING FEE - COUNTY/001-000-34204	STOREY COUNTY TREASURER	N/A	N/A	262.50	14
IF CIVIL FEES - COURT ACCOUNT/187-000-35125	VIRGINIA TOWNSHIP JUSTICE COURT	N/A	N/A	1,387.50	14
IF CHEMICAL ANALYSIS FEE/001-000-35101	STOREY COUNTY TREASURER	N/A	N/A	240.00	4
IF FINE - COUNTY/001-000-35109	STOREY COUNTY TREASURER	N/A	N/A	22,673.00	147
IF COURT FACILITY FEE/187-000-35111	VIRGINIA TOWNSHIP JUSTICE COURT	N/A	N/A	1,500.00	118
IF MARRIAGE FEE/170-000-34212	NEVADA STATE TREASURER	N/A	N/A	30.00	0
IF OVERPAYMENTS TO COUNTY/001-000-35109	STOREY COUNTY TREASURER	N/A	N/A	5.00	1
IF RECORDS SEARCH/001-000-34204	STOREY COUNTY TREASURER	N/A	N/A	3,900.00	0
IF SPECIALTY COURT FEE (MISD)/170-000-34217	NEVADA STATE CONTROLLER	N/A	N/A	1,057.00	119
IF STATE PERMANENT SCHOOL FINE/FORE/001-35116-000	NEVADA STATE TREASURER	N/A	N/A	1,635.00	28
IF CENSUS FEE/170-000-34201	STOREY COUNTY TREASURER	N/A	N/A	1.00	1
IF BOND FILING FEE VICTIM OF CRIMES/170-000-35108	NEVADA STATE CONTROLLER	N/A	N/A	350.00	14

*** End of Report ***



Storey County Board of County Commissioners

Agenda Action Report

Meeting date: 4/19/2022 10:00 AM -
BOCC Meeting

Estimate of Time Required: 10 Min

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and possible approval of the Intrastate Interlocal contract beginning fiscal year 2023 to fiscal year 2026 between the State of Nevada acting by and through its Department of Health and Human Services, Division of Welfare and Supportive Services, the First Judicial District Court, Storey County and Carson City and the proposed budgets for reimbursement from the State Child Support Enforcement Program in the amount of \$34,782 for FY 2023 and \$35,181 for FY 2024.
- **Recommended motion:** Motion to approve the Intrastate Interlocal contract beginning fiscal year 2023 to fiscal year 2026 between the State of Nevada acting by and through its Department of Health and Human Services, Division of Welfare and Supportive Services, the First Judicial District Court, Storey County and Carson City and the proposed budgets for reimbursement from the State Child Support Enforcement Program in the amount of \$34,782 for FY 2023 and \$35,181 for FY 2024.
- **Prepared by:** Max Cortes

Department:

Contact Number: 775-283-7249

- **Staff Summary:** On May 1, 2018, the County Commissioners approved an Intrastate Interlocal contract from fiscal year 2019 to fiscal year 2022 between the State of Nevada acting by and through its Department of Health and Human Services, Division of Welfare and Supportive Services, the First Judicial District Court, Storey County and Carson City to recruit and appoint court masters to hold child support hearings and other matters properly related thereto and to receive reimbursement to the Carson City's General fund for these services. Two years of budget requests for fiscal years 2019 (\$25,792) and 2020 (\$26,298) were previously approved by the County Commissioners. In accordance with the Intrastate Interlocal contract, two years of budget requests for fiscal years 2023 (\$34,782) and 2024 (\$35,181) are required in order to receive reimbursement from the State of Nevada and to ensure budgets approved by the State are consistent with budgets approved by the County Commissioners.
- **Supporting Materials:** See attached
- **Fiscal Impact:**

- **Legal review required:** False

- **Reviewed by:**

_____ Department Head

Department Name:

_____ County Manager

Other Agency Review: _____

- **Board Action:**

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

INTRASTATE INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

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

Department of Health and Human Services
Division of Welfare and Supportive Services
1470 College Parkway
Carson City, NV 89706

And

The First Judicial District Court of the State of Nevada
in and for Carson City and Storey County
Department One, Room 3061
885 East Musser Street
Carson City, NV 89701

And

City of Carson City
201 N. Carson Street
Carson City, NV 89701

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

WHEREAS, it is deemed that the services of **The First Judicial District Court of the State of Nevada**, hereinafter set forth are both necessary to Division of Welfare and Supportive Services (DWSS) and in the best interests of the State of Nevada;

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

1. REQUIRED APPROVAL. This Contract shall not become effective until and unless approved by appropriate official action of the governing body of each party.

2. DEFINITIONS. "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307. "Court" and "County/City" are used interchangeably throughout this contract and both are responsible parties under the terms of this contract.

3. CONTRACT TERM. This Contract shall be effective: **July 1, 2022 subject to Board of Examiners' approval to June 30, 2026**, unless sooner terminated by either party as set forth in this Contract.

4. TERMINATION. This Contract may be terminated by either party prior to the date set forth in paragraph (3), at any time without cause upon provision of sixty (60) days notice in writing to either party; or in the event of: (1) material breach of this contract by either party; (2) failure to take corrective action; (3) termination of the program established by Congress in Title IV-D of the Social Security Act; (4) any significant change in federal or state funding provisions. Termination will be effective sixty (60) days

after written notice is received by the other party. DWSS shall reimburse the Judicial District Court for costs incurred pursuant to this contract through the last effective date of this contract, unless Section III. E of Attachment A of this contract applies. The parties expressly agree that this Contract shall be terminated immediately if for any reason federal and/or State Legislature funding ability to satisfy this Contract is withdrawn, limited, or impaired.

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

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

ATTACHMENT A: SCOPE OF WORK

ATTACHMENT B: NOTICE/APPEAL PROCESS

ATTACHMENT C: BUDGET ANALYSIS

ATTACHMENT D: IRS SAFEGUARDING CONTRACT LANGUAGE

ATTACHMENT E: SUBRECIPIENT FEDERAL AWARD FUNDING

7. CONSIDERATION. The First Judicial District Court of the State of Nevada agrees to provide the services set forth in paragraph (6) at a cost to be determined per Attachment C and not to exceed **\$141,555; \$34,782 for FY23, \$35,181 for FY24, \$35,588 for FY25 and \$36,004 for FY26 or the approved annual budget, whichever is less.** Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

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

9. INSPECTION & AUDIT.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____ Lori Bagwell	_____ Date	_____ Mayor, Carson City	_____ Title
_____ Jason Woodbury	_____ Date	_____ District Attorney, Carson City	_____ Title

[This section intentionally left blank]

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

<hr/>	<hr/>	Chairman, Board of County Commissioners, Storey County
Jay Carmona	Date	Title
<hr/>	<hr/>	District Attorney, Storey County
Anne M. Langer	Date	Title

[This section intentionally left blank]

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

James T. Russell	Date	1 st Judicial District Court Judge, Department One	Title
James E. Wilson, Jr.	Date	1st Judicial District Court Judge, Department Two	Title
Robert H. Thompson	Date	Administrator, Division of Welfare and Supportive Services	Title

APPROVED BY BOARD OF EXAMINERS

Signature – Board of Examiners

On:

Date

Approved as to form by:

On:

Deputy Attorney General for Attorney General

Date

ATTACHMENT A

SCOPE OF WORK

WHEREAS, Title IV, Part D (Title IV-D), 42 USC § 651, authorizes an appropriation for each fiscal year for the purpose of enforcing support obligations owed by non-custodial parents to their children, locating non-custodial parents, establishing paternity, obtaining financial and medical support, and adjusting support orders; and

WHEREAS, the Child Support Enforcement Program (CSEP) within the Division of Welfare and Supportive Services (DWSS), has been designated the single and separate organizational unit to develop and administer the Nevada State Plan pursuant to Title IV-D, 42 USC § 654; and

WHEREAS, Title IV-D, 42 USC § 654(7) authorizes DWSS to enter into interlocal contracts with appropriate courts and law enforcement officials to implement an efficient statewide system to meet the purposes of this Act; and

WHEREAS, Title IV-D, 42 USC § 666(a)(2) requires expedited processes for establishing paternity and establishing, modifying and enforcing support obligations and 42 USC § 666(c) more specifically defines this obligation; and

WHEREAS, the NRS authorizes the District Courts of the State of Nevada to take evidence, hear arguments, and issue orders regarding establishing paternity, securing financial and medical support, adjusting support orders, enforcing and recovering support debts for children who may or may not be receiving public assistance; and

WHEREAS, the NRS and Title IV-D of the Social Security Act require DWSS attempt to establish paternity, secure financial and medical support, and recover support debts for children who may or may not be receiving public assistance; and

WHEREAS, DWSS may carry out its responsibilities through, and in coordination with, the District Courts of the State of Nevada in connection with this contract, under the authority of NRS 277.180; and

WHEREAS, the Title IV-D CSEP offers Federal Financial Participation (FFP) in the form of reimbursements with which to plan, coordinate, and improve financial and medical support enforcement services to Nevada's children and taxpayers; and

WHEREAS, the Title IV-D CSEP requires the development of an effective and efficient system to assist children in obtaining and securing their birth rights.

NOW, THEREFORE, the parties agree as follows:

I. The JUDICIAL DISTRICT COURT(S) agrees:

A. To recruit and appoint Court Masters pursuant to NRS 3.405 and NRS Chapter 425 to hold hearings on matters related to paternity, financial and medical support establishment and payment of support in accordance with the purposes of CSEP.

B. To recruit and appoint Court Masters who either:

1. Reside within the judicial district that is a party to this contract or a judicial district immediately adjacent to the judicial district that is a party to this contract; or

2. Perform similar duties within the judicial district as a local government employee. (Example: Juvenile Court Master)
- C. To appoint a sufficient number of substitute Court Masters to maintain an uninterrupted court calendar in the event the primary Court Master is unavailable.
 - D. To consult with the Chief of the CSEP prior to appointment of Court Masters.
 - E. To ensure Court Masters recommendations are compliant with federal and state laws and regulations.
 - F. To permit authorized state and federal personnel to monitor and/or audit the activities, procedures, cases, and accounting records that are subject to this contract, and to develop correctional plans to rectify any exceptions noted in monitoring and/or audit reports that place them out of compliance with this contract or federal/state statutes and regulations.
 - G. To ensure through its own court resources and processes: (1) expedited process time frames pursuant to NRS 3.415 are met, and (2) pursuant to NRS 425.3844, it shall approve or reject a master's recommendation for modification(s) within ten (10) days after expiration of the objection time period.
 - H. To ensure compliance with 45 CFR Part 300, et. seq. which may be viewed at https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title45/45tab_02.tpl Note this website is not maintained by the DWSS and is subject to change by the U.S. Government Printing Office.)
 - I. To pay the unmatched portion of FFP of the allowable costs (County Share) for expenditures which exceed the annual budget approved by the Chief of CSEP.
 - J. To conduct a master's court in which the plaintiff/obligor and the defendant/obligee are both given the opportunity to present their side with or without attorney representation.
 - K. In IV-D actions brought before the master, cases will be presented pursuant to NRS 425.3852 and a program representative may participate telephonically or by video conferencing whichever is available to present cases before the master.
 - L. To submit a budget annually to DWSS for approval. During even numbered years, projected two-year budgets must be provided. The budget projection will commence on July 1 of the even numbered years and end on June 30 two years later. This information will be used to obtain authority from the state legislature for reimbursements.
 - M. To limit any claims for reimbursement to those costs for hearings held under the "master system" meeting the purpose of CSEP. Total expenditures shall not exceed the yearly estimated budget as approved by the Chief of CSEP or designee, and subject to work program authority granted pursuant to the State Budget Act, NRS 353.150 to 353.246, inclusive. Any expenditure exceeding yearly budgeted amounts will not be reimbursed by the DWSS. An annual budget must be submitted pursuant to Attachment C attached hereto.
 1. Court Masters actual time spent preparing for court, in court, preparing recommendations, in travel status, participating in program related training and/or performing policy analysis may be reimbursable when included as part of the budget approved by the Chief of CSEP or designee; or

A flat rate not to exceed a monthly proportionate share of the State Fiscal Year amounts submitted under the budget approval process contained in Attachment C of this Intrastate Interlocal Contract.

2. Costs not included in the annual budget approved by the Chief of CSEP or designee are not reimbursable without the approval of the Chief prior to the expense being incurred.
 3. A monthly IV-D master claim form, as provided by the Chief of CSEP must be completed, approved by the District Court Judge or designee and submitted to the Chief of CSEP before reimbursement can be paid.
 4. All masters' requests for training shall be submitted on a travel request form attached hereto and hereby incorporated by reference, to the Chief of CSEP. If approved, the master must submit a travel expense form, attached hereto and incorporated by reference, to the Chief of CSEP before reimbursement can be paid.
- N. To submit an invoice to DWSS CSEP, 1470 College Parkway, Carson City, Nevada, 89706 for reimbursement of services not later than the 20th calendar day of the month following the month service was provided. Expenses which are more than 90 calendar days older than the date the reimbursement claim is submitted will be considered stale and rejected from reimbursement consideration. Delay in claim payment may occur for the prior State Fiscal Year (SFY), which ends on June 30, for claims submitted after the end of the third week in July of each year.
- O. Federal statutes, regulations and policies established for all state IV-D programs will be complied with to the extent they do not violate the U.S. Constitution and the Nevada Constitution. This includes, but is not limited to, the federal requirements for review and adjustment as part of the state IV-D program.
- P. Any equipment or furniture purchased with CSEP/federal funds must be clearly marked and all purchasing records prepared so as to identify CSEP as the source of funds for the purchase. An inventory must be developed based on these records, which identifies where the items are being stored or used in the office. If the Judicial District Court ceases to offer services under this contract, all equipment and furniture purchased must be properly accounted for before first being offered to the Chief of CSEP or disposed of according to federal statutes, regulations, and the CSEP manual.
- Q. Any administrative and/or cost recovery amount or program must be approved by the Chief of CSEP or designee prior to implementation.
- R. Must provide services to all interstate and intrastate cases, whether public assistance/referred under state assignments (45CFR 301.1, i.e., TANF, Title IV-E Foster Care, Medicaid only cases, et. al.) or non-public assistance in an equal manner. This standard includes all services in UIFSA [NRS Chapter 130], parentage, enforcement and modification of court orders.
- S. The parties agree to adhere to all case processing time frames and procedures in 45 CFR Chapter 300, including, but not limited to:

45 CFR 303.4	Establishment of Support Obligations
45 CFR 303.5	Paternity Establishment
45 CFR 303.6	Enforcement of Support Obligations
45 CFR 303.101	Expedited Service
45 CFR 303.31	Medical Health Insurance
45 CFR 303.8	Review and Adjustment

- T. The expenditure of funds under this program are subject to the annual audit requirements under the Single Audit Act of 1984 (P.L. 98-502) and the Office of Management and Budget Circular A-133 (Audit of States, Local Governments, and Non-Profit Organizations). OMB A-133 states in part: non-federal entities that expend \$500,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the provision of this part.
- U. To comply with current federal requirements pertaining to safeguarding and maintaining the confidentiality of federal tax information in accordance with the Internal Revenue Code and Internal Revenue Service Publication 1075 including Exhibit 7 of IRS Publication (Attachment D).

II. DWSS Agrees:

- A. To pay the unmatched portion of FFP of the allowable costs (state share) based upon the budget approved by the Chief of CSEP within 30 days of receiving and approving reimbursement requests, for current billings. The amount for the Judicial District Court shall not exceed the yearly estimated budget as approved by the Chief, and subject to work program authority granted pursuant to the State Budget Act, NRS 353.150 to 353.246, inclusive.
- B. To submit the total cost of the master's system to the federal program for reimbursement. DWSS agrees to reimburse THE JUDICIAL DISTRICT COURT(S) by installments, as documentation of actual costs and travel claims are submitted to the Program within 30 days of receiving and approving reimbursement requests, for current billings.

III. ALL PARTIES Mutually agree:

- A. That this contract is contingent upon DWSS concurring with the rules and procedures adopted by the DISTRICT COURT for application to the master's system. Said concurrence will not be unreasonably withheld.
- B. That the standardized forms developed for the Nevada automated computer system will be used in all IV-D cases, unless specifically exempted by procedures described in the CSEP Manual.
- C. To provide Title IV-D services in compliance with federal law and any other applicable requirements so long as such services are authorized or permitted under the NRS, and regulations adopted by DWSS.
- D. That the parties shall not use or disclose any information concerning a recipient of services under this contract, for any purpose not in conformity with the Social Security Act.
- E. That failure to comply with this contract or any of the federal regulations and state laws pertaining to Title IV-D of CSEP may result in a disallowance of reimbursement by the state for the state share of costs and/or the FFP provided pursuant to this contract. Notice

will be provided thirty (30) days prior to the reduction. Notice and appeal process are outlined in Attachment B.

- F. This contract will be reviewed periodically by DWSS, not less than once per duration of the contract, to be conducted not less than ninety (90) days prior to the expiration date of this contract, to ensure that continuous IV-D master's hearings are provided. Renewal of this contract is contingent upon satisfactory levels of compliance with all federal state laws pertaining to the Title IV-D, CSEP.
- G. This contract may be renewed for additional periods as mutually agreed and shall only be valid when they have been reduced to writing, duly signed, and attached to the original of this contract. Renewal must be approved/negotiated not less than thirty (30) days prior to the existing contract's ending date and will be effective upon expiration of the existing contract.
- H. There shall be no discrimination on the basis of race, color, sex, religion, ancestry, national origin, age, or handicap. No otherwise qualified individual shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under this contract. The parties agree to treat, without regard to the aforementioned factors, all individuals on an equal basis in employment practices, in connection with CSEP.

ATTACHMENT B

NOTICE/APPEAL PROCESS

Under this contract, the parties responsible for completing each identified function agree to meet the following performance standards:

NOTICE/APPEAL PROCESS:

- A. The Chief of the Child Support Enforcement, Division of Welfare and Supportive Services (DWSS) will provide written notice thirty (30) days prior to withholding or assessing a penalty or reducing Federal Financial Participation (FFP) per the terms of this agreement. If the Judicial District Court(s) does not disagree pursuant to paragraph B below, the penalty will be assessed.
- B. The Judicial District Court(s) have thirty (30) days from the date of notice to respond in writing to the Chief if they disagree with the above notice. The response must contain arguments and documentation why the Chief should not withhold FFP or assess the penalty. If the Judicial District Court(s) fails to respond in accordance with the above, the Chief will take the action outlined in "A".
- C. The Chief will respond in writing within thirty (30) days of receipt, indicating what action will be taken.
- D. If the Judicial District Court(s) disagrees with the Chief's decision, an appeal may be submitted in writing to the Administrator, DWSS within fifteen (15) days. The appeal must contain written arguments and documentation why the Chief should not take the action outlined in "A" and "C".
- E. The Administrator may request additional information and will make a written decision within sixty (60) days of receipt of the appeal or all information, whichever is later. The decision of the Administrator is final.

ATTACHMENT C

CHILD SUPPORT ENFORCEMENT PROGRAM BUDGET ANALYSIS

Grant: Child Support Enforcement, Catalog of Federal Domestic Assistance (CFDA) number 93.563
The expenditure of funds under this program are subject to the annual audit requirements under the Single Audit Act of 1984 (P.L. 98-502) and the Office of Management and Budget Circular A-133 (Audit of States, Local Governments, and Non-Profit Organizations).

Attachment C, Budget Analysis, is divided into two parts. Part one is a general explanation of the budget process. Part two contains instructions on how to prepare your annual budget analysis. Submit the annual budget using your County/City format.

PART ONE: EXPLANATION

The budget review process is implemented to provide an estimate of Title IV-D funds needed in any fiscal year, and to analyze requests for Federal Financial Participation (FFP), state share and County/City match to examine the cost effectiveness of the proposal.

Based on fiscal guidelines provided by the Division of Welfare and Supportive Services (DWSS) on or before April 15th of each year, a budget must be submitted to the Chief of the Child Support Enforcement Program, for establishment of a maximum level of reimbursements no later than May 15th.

FFP is approved at the applicable matching federal rate by the federal government through the Federal Offset of Child Support Enforcement (OCSE) and transmitted to your office.

Budgetary costs that are not covered by FFP pursuant to 45 CFR 304.21 & 23 includes, but is not limited to the following:

1. Bad Debts
2. Contingencies
3. Contributions and Donations
4. Entertainment
5. Fines and Penalties
6. Governor's expenses
7. Interest and Other Financial Costs
8. Legislative Expenses
9. Under recovery of Costs Under Grant Agreements
10. Building Space and Related Facilities

Budgetary costs that require approval prior to the expenditure in order to be covered by FFP are listed as the following:

1. Data Processing
2. Capital Expenditures
3. Insurance and Indemnification
4. Management Studies
5. Pre-Agreement Costs
6. Professional Services
7. Proposal Costs

Listed are various categories of expenses which could arise. An office's particular cost allocation plan may not provide for every category listed which may necessitate an amendment to that office's plan. The Title IV-D accounting unit will coordinate any required amendments with an office.

The U.S. Congress has shown an interest in reviewing the cost effectiveness of the program, and every state and local unit of government must take appropriate action to protect this valuable funding source. It is recommended that each office review its office operation from the following positions:

1. Ensure office procedures maintain an efficient flow of work;
2. Ensure that Title IV-D resources and staff are directed to Title IV-D matters only;
3. Ensure that efficient and effective methods are applied in processing the legal aspects of cases;
and
4. Control program costs so only essential expenditures are made.

Administrators must consider the cost effectiveness of their proposals to assure the Title IV-D Program meets or exceeds its past relationships between total expenditures and child support collected. The only exception to this policy is if an administrator plans a management move that will increase the future efficiency of the office that has been approved by the Chief of the Child Support Enforcement Program.

FFP is reimbursed to each office by the submittal of claims for reimbursement to the state IV-D agency based upon each office's approved annual budget analysis. The claim reimbursement procedure is as follows:

Claims from your office for FFP reimbursement are to be submitted within thirty (30) days from incurred expenditure unless an approval for an extension is granted by the Chief of the Child Support Enforcement Program or designee. Claims not submitted within ninety (90) days of the end of the month in which the expenses are incurred will be considered stale and non-payable.

Claims for reimbursement must include a listing of costs incurred pursuant to the Title IV-D Program with receipts for such costs retained and available for review. As noted in part two of this budget analysis, certain expenditures require approval prior to County/City expenditure/claim for FFP reimbursement.

Upon receipt by the state IV-D agency, claims are audited and approved/disapproved. Disapproved claims are returned to the appropriate office with a letter of explanation. Approved claims are vouchered and forwarded for distribution by the state controller's office.

PART TWO: INSTRUCTIONS FOR COMPLETING ITEMS A-K OF THE BUDGET ANALYSIS

Complete the detail for items A-G. For categories in which explanation is requested, please annotate or attach extra pages as needed. Guidelines for completing categories A-G are as follows:

- A. PERSONNEL: (salaries only)
 1. List titles of positions for which you are requesting reimbursements.
 2. List the number of staff within each position classification that are Title IV-D staff.
 3. List annual salary of the position(s)
 4. Estimate the percentage of time and activities each staff member will be assigned to Title IV-D responsibilities as well as provide the estimated percentage of time and activities spent for non-Title IV-D responsibilities.
 5. Identify the annual salary apportioned to Title IV-D activities.

Example:

<i>Position Title</i>	<i>Annual Salary</i>	<i>IVD Activity and % of Time Spent</i>	<i>Non IVD Activity and % of Time Spent</i>	<i>Annual Salary Apportioned to IVD Activities</i>
Hearing Master	\$20,000	Court Prep 30% Hearings 40%	Juvenile Hearings 30%	\$14,000
Court Clerk	\$10,000	Filing 20% Court time 40%	Filing 10% Court time 30%	\$6,000

B. FRINGE BENEFITS:

1. The standard benefits given government employees are listed in this category. The rate for each benefit must be identified along with the portion of a staff member's salary that is dedicated to Title IV-D activities. The portion of a staff member's salary that is dedicated to Title IV-D work is multiplied by the rate of the particular fringe benefit.

Example:

Title IV-D <u>Costs for DA</u>	x	Retirement <u>Rate</u>	=	Retirement <u>Cost</u>
\$2,500	x	15%	=	\$375

2. Each category is based on rate except group insurance. The applicant will have to provide a brief explanation of how this category was computed.

C. COUNTY/CITY INDIRECT COSTS:

Indirect costs are those incurred for a common or joint purpose benefiting other programs in your County/City in addition to the Title IV-D Child Support Enforcement Program.

Examples of indirect costs are:

- Salaries for time spent by employees not employed by the IV-D program who are indirectly performing child support tasks, such as County/City clerks; and
- Supplies purchased by County/City funds which are used by more than one County/City entity, including the use by or benefit of your office, for which your office must reimburse the County/City.

Costs allocated as indirect and calculated in your County/City's indirect cost rate should not be listed as direct costs in this budget proposal.

D. INSTATE TRAVEL, TRAINING, AND POLICY ANALYSIS:

1. All travel, training and policy analysis, in which you seek Title IV-D reimbursement, requires PRIOR approval by the Chief of the Child Support Enforcement Program or designee. The travel must be for the purpose of administration of the Title IV-D Program. Travel is approved at the prevailing state rate for travel.

2. Training and policy analysis costs would include registration fees, travel expenses, and per diem allowances at the state rate, or any other related IV-D activity the Chief of the Child Support Enforcement Program approves.

E. OUT OF STATE TRAVEL, TRAINING, AND POLICY ANALYSIS:

Same as in state travel.

F. SUPPLIES, COMMUNICATIONS, EQUIPMENT RENTAL, AND MAINTENANCE (data processing not included):

1. Office/Janitor Supplies:

Identify the various types of supplies your agency defines as office/janitorial.

2. Postage and Freight:

All claims must be supported with documentation of actual Title IV-D expenditures. Records must be retained for audit purposes.

3. Telephone Rental and Tolls:

All claims must be supported with documentation of actual Title IV-D expenditures. Records must be retained for audit purposes.

4. Printing:

Identify the forms/materials for which you are budgeting.

5. Other:

This line is for types of expenditures within this category not specifically identified as a cost.

G. OTHER EXPENSES:

1. Copies/Reproductions:

This category is for the costs of copying documents (not for equipment procurement). Charges for the shared use of copying systems must include a procedure to log of Title IV-D use exclusive of other office uses.

2. Dues and Registration:

Must be related to Title IV-D matters/activities and cost allocated based upon the average IV-D activities.

3. Publications/Periodicals:

Must be related to Title IV-D matters/activities and cost allocated based upon the average IV-D activities.

4. Fees (Service of Process, Garnishment):

Must be related to Title IV-D matters/activities and cost allocated based upon the average IV-D activities.

PART THREE: APPROVAL OF BUDGET BY CHIEF

The Chief of the Child Support Enforcement or designee will approve the eligible IV-D expenditures and the budget will indicate the amount of expenditures out of FFP, state share and County/City costs.

The Chief of Child Support Enforcement's approval of the budget does not guarantee that all costs are IV-D eligible for reimbursement.

Upon federal review, any disallowed costs will be deducted from future federal reimbursement payments. DWSS will provide thirty (30) days' notice prior to the reduction. Parties agree to notify the other of any disallowed costs and work together on the disallowance.

TRAVEL REQUEST



In-State _____

Out-Of-State _____

DWSS

Agency _____ Official Station _____ Budget Account _____

Employee Name _____ Employee ID _____ Destination _____

Employee Requested _____ Agency Directed _____

Purpose of Trip (Justification): _____ Attach agendas, meeting notices, training syllabus, etc.

Departure: _____ Date _____ Time _____

Return: _____ Date _____ Time _____

Special Airline Requests: _____

Motor Pool: _____ Yes/No _____ Note: _____

Hotel: _____ Yes/No _____ Note: _____

Total Budgeted Travel Authority For This Funding Source \$ _____ -

Total Expended and/or Committed Funds for this Source \$ _____ -

Total Balance Available to Fund this Trip \$ _____ -

Estimated Cost for this Trip \$ _____ -

Budgetary Authority Verification: _____

(Documents Accuracy of Balance Available on Date Signed) _____ Acctg. Asst. Signature _____ Date _____

Funding Source: _____
(Describe in Detail)

Employee Signature: _____
(See **NOTE** below) _____ Date _____

Supervisor Signature: _____
_____ Date _____

Signature/Administrator/DWSS (For Out-Of-State Only) _____ Date _____

Signature/Director/DHHS (For Out-Of-State Only) _____ Date _____

NOTE: No travel reservations or commitments should be made without all proper approvals. Employees requesting travel and making commitments prior to approvals will be responsible for the cost of all cancellation fees or charges in the event the trip is not approved or any part of the request is not approved i.e. excessive room charges.

ESTIMATED TRAVEL COSTS

This form must be filled out completely and attached to the Travel Request form when sent to the Accounting Office for processing. If this form is not attached (including supporting documentation), the Request will be returned unsigned.

You must attach current approved GSA rates for per diem and lodging and estimates for airfare and rental car if applicable. Airfare and rental car cost estimates can be easily researched on the internet. Lodging receipts are required for reimbursement. Requests for hotel rate adjustments must be documented below.

Shaded cells are formula driven. Do Not Type In The Shaded Cells.

Start/Stop Time of Travel	Dates of Travel	Breakfast	Lunch	Dinner	Lodging Rate	Tax	Total Lodging	Total
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Hotel Rate Adjustment Requested _____

Tax Rate

0.00%

Total Estimated Per Diem

\$ -

Estimated Miles	Rate		Fiscal Use Only: Cat	GL
0	\$ 0.505	Transportation to/from local airport	\$ -	
Receipt Required		Parking at airport/garages, etc./tolls	\$ -	
Receipt Required		Transportation to/from hotel	\$ -	
Receipt Required		Other transportation/Motor Pool	\$ -	
Receipt Required		Car rental	\$ -	
		Air fare	\$ -	

Total Estimated Transportation

\$ -

Receipt Required	Registration/Tuition	\$ -		
Receipt Required	Books	\$ -		
Receipt Required	ATM Fees	\$ -		
	Incidentals	\$ -		

Total Estimated Misc.

\$ -

ESTIMATED GRAND TOTAL

\$ -

TRAVEL CLAIM SHOULD NOT EXCEED ESTIMATED GRAND TOTAL

Note: Meal Policy (When traveling more than 50 miles one-way from duty station)

Breakfast: Depart at or before 7:00 am

Lunch: Depart at or before 11:00 am and return to work site after 1:30 pm

Dinner: Depart at or before 5:30 pm and return to work site after 6:30 pm

Convention or Meeting Hotel Rate Calculation		
Rate	Adjust %	Allowed Rate
Conus or	300%	\$ -
GSA	175%	\$ -
Convention Rate		

8 of 8

ATTACHMENT D

IRS SAFEGUARDING CONTRACT LANGUAGE

CONTRACT LANGUAGE FOR GENERAL SERVICES

I. PERFORMANCE

In performance of this contract, the Contractor agrees to comply with and assume responsibility for compliance by officers or employees with the following requirements:

- (1) All work will be performed under the supervision of the contractor.
- (2) The contractor and contractor's officers or employees to be authorized access to FTI must meet background check requirements defined in IRS Publication 1075. The contractor will maintain a list of officers or employees authorized access to FTI. Such list will be provided to the agency and, upon request, to the IRS.
- (3) FTI in hardcopy or electronic format shall be used only for the purpose of carrying out the provisions of this contract. FTI in any format shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection or disclosure of FTI to anyone other than the contractor or the contractor's officers or employees authorized is prohibited.
- (4) FTI will be accounted for upon receipt and properly stored before, during, and after processing. In addition, any related output and products require the same level of protection as required for the source material.
- (5) The contractor will certify that FTI processed during the performance of this contract will be completely purged from all physical and electronic data storage with no output to be retained by the contractor at the time the work is completed. If immediate purging of physical and electronic data storage is not possible, the contractor will certify that any FTI in physical or electronic storage will remain safeguarded to prevent unauthorized disclosures.
- (6) Any spoilage or any intermediate hard copy printout that may result during the processing of FTI will be given to the agency. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts and will provide the agency with a statement containing the date of destruction, description of material destroyed, and the destruction method.
- (7) All computer systems receiving, processing, storing, or transmitting FTI must meet the requirements in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to FTI.
- (8) No work involving FTI furnished under this contract will be subcontracted without the prior written approval of the IRS.
- (9) Contractor will ensure that the terms of FTI safeguards described herein are included, without modification, in any approved subcontract for work involving FTI.

(10) To the extent the terms, provisions, duties, requirements, and obligations of this contract apply to performing services with FTI, the contractor shall assume toward the subcontractor all obligations, duties and responsibilities that the agency under this contract assumes toward the contractor, and the subcontractor shall assume toward the contractor all the same obligations, duties and responsibilities which the contractor assumes toward the agency under this contract.

(11) In addition to the subcontractor's obligations and duties under an approved subcontract, the terms and conditions of this contract apply to the subcontractor, and the subcontractor is bound and obligated to the contractor hereunder by the same terms and conditions by which the contractor is bound and obligated to the agency under this contract.

(12) For purposes of this contract, the term "contractor" includes any officer or employee of the contractor with access to or who uses FTI, and the term "subcontractor" includes any officer or employee of the subcontractor with access to or who uses FTI.

(13) The agency will have the right to void the contract if the contractor fails to meet the terms of FTI safeguards described herein.

II. CRIMINAL/CIVIL SANCTIONS

(1) Each officer or employee of a contractor to whom FTI is or may be disclosed shall be notified in writing that FTI disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any FTI for a purpose not authorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution.

(2) Each officer or employee of a contractor to whom FTI is or may be accessible shall be notified in writing that FTI accessible to such officer or employee may be accessed only for a purpose and to the extent authorized herein, and that access/inspection of FTI without an official need-to-know for a purpose not authorized herein constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution.

(3) Each officer or employee of a contractor to whom FTI is or may be disclosed shall be notified in writing that any such unauthorized access, inspection or disclosure of FTI may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of \$1,000 for each unauthorized access, inspection, or disclosure, or the sum of actual damages sustained as a result of such unauthorized access, inspection, or disclosure, plus in the case of a willful unauthorized access, inspection, or disclosure or an unauthorized access/inspection or disclosure which is the result of gross negligence, punitive damages, plus the cost of the action. These penalties are prescribed by IRC sections 7213, 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.

(3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

(4) Granting a contractor access to FTI must be preceded by certifying that each officer or employee understands the agency's security policy and procedures for safeguarding FTI. A contractor and each officer or employee must maintain their authorization to access FTI through annual recertification of their understanding of the agency's security policy and procedures for safeguarding FTI. The initial certification and recertifications must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, a contractor and each officer or employee must be advised of the provisions of IRC sections 7213, 7213A, and 7431 (see Exhibit 4, Sanctions for Unauthorized Disclosure, and Exhibit 5, Civil Damages for Unauthorized Disclosure). The training on the agency's security policy and procedures provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For the initial certification and the annual recertifications, the contractor and each officer or employee must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

III. INSPECTION

The IRS and the Agency, with 24 hour notice, shall have the right to send its inspectors into the offices and plants of the contractor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. Based on the inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with FTI safeguard requirements.

ATTACHMENT E

SUBRECIPIENT FEDERAL AWARD FUNDING

According to the definition in 2 CFR Part 200 Subpart A 200.93 the Child Support Enforcement Program services which your organization performs constitutes a subrecipient and not a contractual relationship, as such, your award hereby includes the following information:

Project Description: To provide hearing master and court services for child support hearings for the purpose of enforcing support obligations owed by non-custodial parents to their children, locating non-custodial parents, establishing paternity, obtaining financial and medical support, and adjusting support orders.

Under this award, **The First Judicial District Court of the State of Nevada** will receive passthrough from the State of Nevada, Division of Welfare and Supportive Services for providing such IV-D services for local, intrastate and interstate cases as defined under 45 CFR 304.20 and described within the Interlocal Agreement and its incorporated attachments.

Performance Period(s): July 1, 2022 – June 30, 2023
July 1, 2023 – June 30, 2024
July 1, 2024 – June 30, 2025
July 1, 2025 – June 30, 2026

Source of Funds: Administration for Children and Families, Child Support Enforcement
% of Funds: 66%
CFDA #: 93.563
DUNS#: 073787152

FAIN #:

Federal Grant #:

Federal Grant Award

**Date by Federal
Agency:**

**Total Amount of
Federal
Funds Obligated**

FFY23	FFY24	FFY25	FFY26
\$0.00	\$0.00	\$0.00	\$0.00

Research & Development: This award does not contain any Research and Development.

Amended Attachment E:

Each Fiscal Year over the term of the contract, the Division of Welfare and Supportive Services Child Support Enforcement Program will send the Subrecipient an amended Attachment E with the current grant award information electronically via email.

The Subrecipient must acknowledge receipt of the amended attachment and respond to the original email notification from the Child Support Enforcement Program. The correspondence shall be printed and attached as back up documentation to the contract for tracking and reporting purposes.

First Judicial District Court Budget for 07/01/2022 - 06/30/2023

Position	Salary 07/01/2022 - 06/30/2023	Fringe Benefits	IVD Activity and % of Time Spent Annually	Non IVD Activity and % of Time Spent Annually	Annual Salary/Benefits Apportioned to IVD Activities
(1) Special Hearing Master			Case Review: 45.00% Hearings: 55.00%		Contract \$ 14,820
(1) Court Clerk I	\$ 54,278	\$ 19,865	Case Processing: 4.80%	Clerical Work: 95.20%	Salary: \$ 2,605 Fringe: \$ 954 Total: \$ 3,559
(1) Court Clerk II	\$ 68,154	\$ 47,722	Case Processing: 4.80%	Clerical Work: 95.20%	Salary: \$ 3,271 Fringe: \$ 2,291 Total: \$ 5,562
(1) Court Clerk I	\$ 44,254	\$ 24,387	Case Processing: 4.80%	Clerical Work: 95.20%	Salary: \$ 2,124 Fringe: \$ 1,171 Total: \$ 3,295
(1) Security	\$ 86,781	\$ 51,684	Courtroom Security: 5.45%	Bailiff: 94.55%	Salary: \$ 4,730 Fringe: \$ 2,817 Total: \$ 7,546
Training/Travel					
Equipment					\$ -
Total					\$ 34,782

First Judicial District Court Budget for 07/01/2023 - 06/30/2024

Position	Salary 07/01/2023 - 06/30/2024	Fringe Benefits	IVD Activity and % of Time Spent Annually	Non IVD Activity and % of Time Spent Annually	Annual Salary/Benefits Apportioned to IVD Activities
(1) Special Hearing Master			Case Review: 45.00% Hearings: 55.00%		Contract \$ 14,820
(1) Court Clerk I	\$ 55,906	\$ 20,137	Case Processing: 4.80%	Clerical Work: 95.20%	Salary: \$ 2,683 Fringe: \$ 967 Total: \$ 3,650
(1) Court Clerk II	\$ 69,517	\$ 48,138	Case Processing: 4.80%	Clerical Work: 95.20%	Salary: \$ 3,337 Fringe: \$ 2,311 Total: \$ 5,647
(1) Court Clerk I	\$ 45,582	\$ 24,794	Case Processing: 4.80%	Clerical Work: 95.20%	Salary: \$ 2,188 Fringe: \$ 1,190 Total: \$ 3,378
(1) Security	\$ 88,517	\$ 52,504	Courtroom Security: 5.45%	Bailiff: 94.55%	Salary: \$ 4,824 Fringe: \$ 2,861 Total: \$ 7,686
Training/Travel					
Equipment					\$ -
Total					\$ 35,181



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 4/19/2022 10:00 AM -
BOCC Meeting

Estimate of Time Required: 10 Min

Agenda Item Type: Discussion/Possible Action

- **Title:** Discussion/Possible Action: Discussion and possible determination that cost of collecting Water Basin fees by imposing an assessment on all properties within the water basin is more than revenue expected to be obtained and therefore that the water basin assessments in the amount of \$14,400.00 may be appropriated from the general fund.
- **Recommended motion:** I (commissioner), move to make the determination that the cost of collecting the water basin assessments is greater than the revenue that would be received and thereby move to appropriate the water basin assessment in the amount of \$14,400.00 from the County general fund and authorize the County Clerk to sign the certificate that the funds have been received in accordance with NRS 354.040.
- **Prepared by:** Keith Loomis

Department:

Contact Number: 775-847-0964

- **Staff Summary:** This agenda item was continued from the meeting of April 5, 2022 in order to obtain more information.
-
- NRS 543.040(1) and (2) address the issue of covering the costs of monitoring certain water basins. They provide as follows:
-
- NRS 534.040 Employment and compensation of well supervisor and assistants; levy, collection and distribution of special assessment; exception.
- 1. Upon the initiation of the administration of this chapter in any particular basin, and where the investigations of the State Engineer have shown the necessity for the supervision over the waters of that basin, the State Engineer may employ a well supervisor and other necessary assistants, who shall execute the duties as provided in this chapter under the direction of the State Engineer. The salaries of the well supervisor and the assistants of the well supervisor must be fixed by the State Engineer. The well supervisor and assistants are exempt from the provisions of chapter 284 of NRS.
 2. If the money available from the license fees provided for in NRS 534.140 is not sufficient to pay those salaries, together with necessary expenses, including the compensation and other expenses of the Well Drillers' Advisory Board, the board of county commissioners shall, except as otherwise provided in this subsection, levy a special assessment annually, or at such time as the assessment is needed, upon all taxable property situated within the confines of the area designated by the State Engineer to come

under the provisions of this chapter in an amount as is necessary to pay such salaries and expenses. If the board of county commissioners determines that the amount of a special assessment levied upon a property owner pursuant to this section when combined with the amount of all other taxes and assessments levied upon the property owner is less than the cost of collecting the special assessment levied pursuant to this subsection, the board of county commissioners may exempt the property owner from the assessment and appropriate money from the general fund of the county to pay the cost of the assessment.

-
- The State Engineer has sent a letter requesting that the County levy assessments in the Tracy and Dayton Valley water basins sufficient to cover the costs of managing those basins in the amount of \$14,400.00. As an alternative to levying the assessments, if the Board makes the determination that the cost of imposing and collecting the assessments exceeds the amount of revenue generated by the assessments, then the Board can forego the assessment process and appropriate the amount of money requested from the County's general fund. The State Engineers office has estimated the amount of the assessment for each parcel of real property in the water basins to be \$2.00 per parcel. It is estimated that the amount of the impact on the Assessor's Office and the Treasurer's office in establishing and collecting the assessments will exceed the \$2.00 per parcel.

- **Supporting Materials:** See attached

- **Fiscal Impact:**

- **Legal review required:** False

- **Reviewed by:**

_____ Department Head

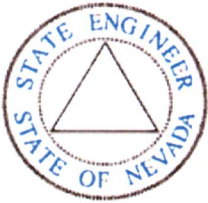
Department Name:

_____ County Manager

Other Agency Review: _____

- **Board Action:**

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



Nevada Division of
WATER RESOURCES

STATE OF NEVADA
Department of Conservation and Natural Resources
Steve Sisolak, Governor
Bradley Crowell, Director
Adam Sullivan, P.E., State Engineer

March 17, 2022

Board of Commissioners
Storey County
P.O. Box 176
Virginia City, NV 89440-0176
Certified Mail: 9214 7969 0099 9790 1642 2378 85

Ladies and Gentlemen:

Pursuant to the provisions of NRS 534.040(2), it is respectfully requested that you levy a special assessment on all taxable property situated within the confines of the Groundwater Basins located within Storey County, for the Fiscal Year July 1, 2022, to June 30, 2023. Pursuant to NRS 534.040(2) If the assessment is less than the cost of collection, the County Commissioners may exempt the property owner from assessment and appropriate money from the general fund of the county to pay the cost of assessment.

Please see the list below that pertains to all Basins within Storey County that require this special assessment. This assessment is charged as an All Taxable Parcel (AP):

Basin Name (Basin #)	Total Assessed
Tracy Segment (083)	\$12,000.00
Dayton Valley (103)	\$2,400.00
Total	\$14,400.00

The amount of \$14,400.00 will be required for the payment of necessary expenses for supervision of the groundwater basins listed above, which includes but is not limited to: special studies, water level measurements, crop/pumpage inventories, field investigations, aquifer tests, well driller inspections, intent to drill card and well log review, associated data collection and management.

Storey County, Board of Commissioners
March 17, 2022
Page 2

We are enclosing a certificate to be signed and returned indicating that the assessment rates necessary to support the proposed budget have been acted on by the County Commission and that the amount has been certified to the Assessor.

Sincerely,

A handwritten signature in blue ink, appearing to read "Adam Sullivan P.E.", is written above the typed name.

Adam Sullivan, P.E.
State Engineer

AS/sl

Enclosure

cc: Jana Seddon jseddon@storeycounty.org

Jessie Fain jfain@storeycounty.org

Adam Sullivan, P.E., State Engineer
Division of Water Resources
901 S. Stewart Street, Suite 2002
Carson City, Nevada 89701

Dear Mr. Sullivan:

I hereby certify that the State Engineer's budget for payment of necessary expenses for the supervision over the waters of the Storey County Groundwater Basins for the Fiscal Year July 1, 2022, to June 30, 2023, in the amount of Fourteen Thousand Four Hundred Dollars (\$14,400.00), has been received by Storey County in accordance with the provisions of NRS 534.040.

The assessment rate necessary to support the proposed budget was acted upon by the BOARD OF SUPERVISORS OF STOREY COUNTY on the ____ day of _____, 20__, and the amount contained therein was certified to the ASSESSOR OF STOREY COUNTY.

Respectfully submitted,

COUNTY CLERK



**Storey County Board of County
Commissioners
Agenda Action Report**

Meeting date: 4/19/2022 10:00 AM -
BOCC Meeting

Estimate of Time Required: 30 min.

Agenda Item Type: Discussion/Possible Action

- **Title:** Presentation of Member Valuation and Performance Review by Nevada Public Agency Insurance Pool (POOL) and Public Agency Compensation Trust (PACT) "POOL/PACT" to include programs/services available to and used by the county; how Storey County's coverage limits and allocations are determined; and workers' compensation, property, and general liability claim summary.

- **Recommended motion:** No action.

- **Prepared by:** Austin Osborne

Department: **Contact Number:** 7758470968

- **Staff Summary:** Storey County receives workers' compensation through PACT and property/general liability insurance through POOL. PACT and POOL are currently being marketed against competitive providers in Nevada to determine which insurance carriers will provided the best and most cost-effective service.

- **Supporting Materials:** See attached

- **Fiscal Impact:** none

- **Legal review required:** TRUE

- **Reviewed by:**

_____ Department Head

Department Name:

_____ County Manager

Other Agency Review: _____

- **Board Action:**

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



**Storey County Board of County
Commissioners
Agenda Action Report**

**Meeting date: 4/19/2022 10:00 AM -
BOCC Meeting**

Estimate of Time Required: 30 minutes

Agenda Item Type: Discussion/Possible Action

- **Title:** 3rd Quarter 2021-2022 Storey County Fiscal Year Budget vs Actuals review
- **Recommended motion:** Discussion ONLY
- **Prepared by:** Jennifer McCain

Department: **Contact Number:** 7758471133

- **Staff Summary:** As of March 31, 2022 we have 75% of the FY behind us, Storey County's revenues are meeting or above the budgeted figures at this point in time. The expenses are trending in a positive direction as well, with continued conservative spending.
- **Supporting Materials:** See attached
- **Fiscal Impact:** No
- **Legal review required:** False
- **Reviewed by:**

_____ Department Head

Department Name:

_____ County Manager

Other Agency Review: _____

- **Board Action:**

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

Comptroller Notes – 3rd Quarter Finance Review 4/19/2022

As with the 2nd quarter report, there isn't anything alarming to report. Both revenues and expenses are trending at expectations or above, with a few departments or line-item account numbers trending over budget, but in general, the bottom lines are positive.

Revenues

Overall, the revenues across all funds continue to look good. With 75% of the year behind us, the General fund has collected approximately 114% of the total budgeted revenue, last year at this time Storey County was at 81% collected. Highlights for this year are that Ad Valorem is at approximately 107% collected and Licenses/Permit is at 185% collected, which is a sign that building is happening.

Expenses

All departments and funds are trending at or below the expected 75% usage the end of the third quarter, with the majority of Depts. having 30-40% remaining in expenditures.

A few areas of concern and worthy of noting are the court driven funds and departments. The Commissioners budget has roughly 17% remaining, however this includes the insurance premium and a transfer to Capital Projects that was paid in full at the beginning of the year. The Admin Budget is trending to be slightly over budget at approximately 24.75% remaining, however we did find a small distribution error that should fix this. B&G's is trending over budget in Service & Supplies; this is due to increased utility charges which currently has about 7% remaining. As with the second quarter, the District Ct is trending over budget and is approximately 7.5% over budget currently, this is due to unforeseen court costs. Service is trending to be over budget in operational expenses, mainly due to the increases in oil prices. As well, the GL's at the time of this report are not up to date. The EM Mgt department is over budget in service & supplies due to the hazardous waste cleanup in 6 Mile Canyon.

Fund Highlights

Roads

The Road revenues are at 95% collected. This includes the support transfer from the General fund and with the gas/diesel tax at approximately 121% of the budgeted revenue. dept is trending over budget in benefits. This is due to higher-than-expected costs in Retiree insurance and a misalignment with the PERS line item. However, capital outlay line item in this fund has 98% available, most likely due to road projects that have yet to be completed. This creates an overall 3rd quarter balance of 66% remaining.

Capital Projects

As with the 2nd quarter report, this fund's expenses appear high at 90% usage however, the Sewer and Water projects continue to be processed here for ease of tracking. These expenses will be moved to the perspective asset accounts at the end of the year. Doing this at the end of the 3rd quarter presents an approximate usage rate of 50% for this fund.

VCTC

Revenues: are at approximately 96% of budget with the 4th quarter being the beginning of events again for this fiscal year of the year completed and the current season completed.

Salaries and Benefits are trending to be over budget by 5% or less. This is due to changes and reorganizations in staff. Overall, this fund is at 41% remaining so augmenting these shortfalls should not be an issue.

Finally, I continue to be happy where we are budgetarily; Department Heads are continuing to spend conservatively and our revenues continue to come in as scheduled, or higher. As we move into the fourth quarter, I do not anticipate any alarming issues. We will continue to monitor spending by having departments submit Budget Requests for any purchase over \$2500 for Comptroller and County Manager signatures.



STOREY COUNTY

Budget Report

Group Summary

For Fiscal: 2021-2022 Period Ending: 03/31/2022

RevRptGrou...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 001 - GENERAL FUND						
31 - AD VALOREM	12,222,456.00	12,222,456.00	1,799,581.45	13,166,921.08	944,465.08	7.73 %
32 - LICENSES / PERMITS	1,471,230.00	1,471,230.00	271,314.58	2,728,981.88	1,257,751.88	85.49 %
33 - INTERGOVERNMENTAL FUNDING	2,015,324.50	2,015,324.50	162,340.20	2,077,744.01	62,419.51	3.10 %
34 - CHARGES FOR SERVICES	1,864,766.00	1,864,766.00	198,161.78	1,788,816.03	-75,949.97	4.07 %
35 - FINES AND FORFEITS	125,700.00	125,700.00	23,660.00	163,287.50	37,587.50	29.90 %
36 - MISCELLANEOUS REVENUE	225,350.00	225,350.00	36,331.64	616,571.26	391,221.26	173.61 %
Fund: 001 - GENERAL FUND Total:	17,924,826.50	17,924,826.50	2,491,389.65	20,542,321.76	2,617,495.26	14.60 %
Fund: 010 - INDIGENT MEDICAL						
31 - AD VALOREM	65,164.10	65,164.10	10,078.00	73,292.46	8,128.36	12.47 %
36 - MISCELLANEOUS REVENUE	0.00	0.00	0.00	5,550.28	5,550.28	0.00 %
Fund: 010 - INDIGENT MEDICAL Total:	65,164.10	65,164.10	10,078.00	78,842.74	13,678.64	20.99 %
Fund: 020 - ROADS						
32 - LICENSES / PERMITS	1,000.00	1,000.00	220.00	2,860.00	1,860.00	186.00 %
33 - INTERGOVERNMENTAL FUNDING	870,959.25	870,959.25	146,716.35	970,685.58	99,726.33	11.45 %
34 - CHARGES FOR SERVICES	225,000.00	225,000.00	17,578.77	148,377.63	-76,622.37	34.05 %
36 - MISCELLANEOUS REVENUE	36,000.00	36,000.00	12.58	27,246.17	-8,753.83	24.32 %
37 - INTERFUND TRANSFER	400,000.00	400,000.00	0.00	300,000.00	-100,000.00	25.00 %
Fund: 020 - ROADS Total:	1,532,959.25	1,532,959.25	164,527.70	1,449,169.38	-83,789.87	5.47 %
Fund: 050 - EMERGENCY MITIGATION						
33 - INTERGOVERNMENTAL FUNDING	0.00	0.00	0.00	412,302.26	412,302.26	0.00 %
37 - INTERFUND TRANSFER	78,000.00	78,000.00	0.00	58,500.00	-19,500.00	25.00 %
Fund: 050 - EMERGENCY MITIGATION Total:	78,000.00	78,000.00	0.00	470,802.26	392,802.26	503.59 %
Fund: 060 - EQUIPMENT ACQUISITION						
31 - AD VALOREM	324,922.00	324,922.00	50,390.15	370,255.36	45,333.36	13.95 %
36 - MISCELLANEOUS REVENUE	3,700.00	3,700.00	36,145.00	37,536.43	33,836.43	914.50 %
Fund: 060 - EQUIPMENT ACQUISITION Total:	328,622.00	328,622.00	86,535.15	407,791.79	79,169.79	24.09 %
Fund: 070 - CAPITAL PROJECTS						
34 - CHARGES FOR SERVICES	93,000.00	93,000.00	0.00	70,299.57	-22,700.43	24.41 %
37 - INTERFUND TRANSFER	2,000,000.00	2,000,000.00	0.00	2,000,000.00	0.00	0.00 %
Fund: 070 - CAPITAL PROJECTS Total:	2,093,000.00	2,093,000.00	0.00	2,070,299.57	-22,700.43	1.08 %
Fund: 080 - INFRASTRUCTURE						
33 - INTERGOVERNMENTAL FUNDING	500,000.00	500,000.00	74,137.50	483,883.08	-16,116.92	3.22 %
Fund: 080 - INFRASTRUCTURE Total:	500,000.00	500,000.00	74,137.50	483,883.08	-16,116.92	3.22 %
Fund: 135 - USDA						
37 - INTERFUND TRANSFER	500,265.68	500,265.68	0.00	375,206.76	-125,058.92	25.00 %
Fund: 135 - USDA Total:	500,265.68	500,265.68	0.00	375,206.76	-125,058.92	25.00 %
Fund: 140 - DRUG COURT						
34 - CHARGES FOR SERVICES	400.00	400.00	80.00	370.00	-30.00	7.50 %
Fund: 140 - DRUG COURT Total:	400.00	400.00	80.00	370.00	-30.00	7.50 %
Fund: 165 - TECHNOLOGY						
34 - CHARGES FOR SERVICES	57,100.00	57,100.00	35,931.40	153,380.67	96,280.67	168.62 %
36 - MISCELLANEOUS REVENUE	0.00	0.00	0.00	75.53	75.53	0.00 %
Fund: 165 - TECHNOLOGY Total:	57,100.00	57,100.00	35,931.40	153,456.20	96,356.20	168.75 %
Fund: 180 - GENETIC MARKER TESTING						
34 - CHARGES FOR SERVICES	5,100.00	5,100.00	792.00	4,384.00	-716.00	14.04 %
35 - FINES AND FORFEITS	6,000.00	6,000.00	747.00	4,063.50	-1,936.50	32.28 %
Fund: 180 - GENETIC MARKER TESTING Total:	11,100.00	11,100.00	1,539.00	8,447.50	-2,652.50	23.90 %

Budget Report

For Fiscal: 2021-2022 Period Ending: 03/31/2022

RevRptGrou...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 185 - INDIGENT ACCIDENT						
31 - AD VALOREM	89,297.00	89,297.00	15,117.18	111,076.14	21,779.14	24.39 %
Fund: 185 - INDIGENT ACCIDENT Total:	89,297.00	89,297.00	15,117.18	111,076.14	21,779.14	24.39 %
Fund: 187 - JUSTICE COURT FUND						
35 - FINES AND FORFEITS	66,000.00	66,000.00	4,504.50	31,272.25	-34,727.75	52.62 %
Fund: 187 - JUSTICE COURT FUND Total:	66,000.00	66,000.00	4,504.50	31,272.25	-34,727.75	52.62 %
Fund: 190 - PARK TAX FUND						
34 - CHARGES FOR SERVICES	1,500.00	1,500.00	292,607.17	294,607.17	293,107.17	19,540.48 %
36 - MISCELLANEOUS REVENUE	100.00	100.00	0.00	10.91	-89.09	89.09 %
Fund: 190 - PARK TAX FUND Total:	1,600.00	1,600.00	292,607.17	294,618.08	293,018.08	18,313.63 %
Fund: 200 - TRI PAYBACK						
33 - INTERGOVERNMENTAL FUNDING	0.00	0.00	27,793.50	64,132.36	64,132.36	0.00 %
34 - CHARGES FOR SERVICES	0.00	0.00	0.00	211,875.00	211,875.00	0.00 %
37 - INTERFUND TRANSFER	1,274,000.00	1,274,000.00	0.00	769,500.00	-504,500.00	39.60 %
Fund: 200 - TRI PAYBACK Total:	1,274,000.00	1,274,000.00	27,793.50	1,045,507.36	-228,492.64	17.94 %
Fund: 206 - FEDERAL/STATE GRANTS						
33 - INTERGOVERNMENTAL FUNDING	392,817.75	392,817.75	0.00	101,037.50	-291,780.25	74.28 %
Fund: 206 - FEDERAL/STATE GRANTS Total:	392,817.75	392,817.75	0.00	101,037.50	-291,780.25	74.28 %
Fund: 220 - VC RAIL PROJECT						
33 - INTERGOVERNMENTAL FUNDING	350,000.00	350,000.00	74,137.51	510,292.04	160,292.04	45.80 %
Fund: 220 - VC RAIL PROJECT Total:	350,000.00	350,000.00	74,137.51	510,292.04	160,292.04	45.80 %
Fund: 230 - VC TOURISM COMMISSION						
32 - LICENSES / PERMITS	42,000.00	42,000.00	2,976.00	17,911.25	-24,088.75	57.35 %
33 - INTERGOVERNMENTAL FUNDING	839,000.00	839,000.00	102,631.68	835,878.90	-3,121.10	0.37 %
34 - CHARGES FOR SERVICES	418,800.00	418,800.00	15,509.44	379,912.31	-38,887.69	9.29 %
36 - MISCELLANEOUS REVENUE	106,200.00	106,200.00	3,775.95	89,428.33	-16,771.67	15.79 %
Fund: 230 - VC TOURISM COMMISSION Total:	1,406,000.00	1,406,000.00	124,893.07	1,323,130.79	-82,869.21	5.89 %
Fund: 231 - PIPERS OPERA HOUSE						
33 - INTERGOVERNMENTAL FUNDING	10,000.00	10,000.00	0.00	3,000.00	-7,000.00	70.00 %
34 - CHARGES FOR SERVICES	122,000.00	122,000.00	15,811.31	82,489.29	-39,510.71	32.39 %
36 - MISCELLANEOUS REVENUE	24,000.00	24,000.00	2,880.82	19,808.07	-4,191.93	17.47 %
37 - INTERFUND TRANSFER	110,000.00	110,000.00	0.00	82,500.00	-27,500.00	25.00 %
Fund: 231 - PIPERS OPERA HOUSE Total:	266,000.00	266,000.00	18,692.13	187,797.36	-78,202.64	29.40 %
Report Total:	26,937,152.28	26,937,152.28	3,421,963.46	29,645,322.56	2,708,170.28	10.05 %



STOREY COUNTY

Budget Report

Group Summary

For Fiscal: 2021-2022 Period Ending: 03/31/2022

ExpRptGroup...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Department: 101 - COMMISSIONERS						
510 - SALARY DIRECT EXPENSE	334,850.00	334,850.00	21,832.94	206,127.17	128,722.83	38.44 %
520 - FRINGE BENEFITS	202,348.00	202,348.00	13,429.82	122,003.95	80,344.05	39.71 %
530 - OPERATIONAL EXPENSES	464,250.00	464,250.00	31,959.52	261,679.84	202,570.16	43.63 %
560 - MISCELLANEOUS	293,931.00	293,931.00	100.00	266,934.54	26,996.46	9.18 %
570 - OTHER FINANCING SOURCES	3,588,000.00	3,588,000.00	0.00	3,191,000.00	397,000.00	11.06 %
Department: 101 - COMMISSIONERS Total:	4,883,379.00	4,883,379.00	67,322.28	4,047,745.50	835,633.50	17.11 %
Department: 102 - CLERK TREASURER						
510 - SALARY DIRECT EXPENSE	244,215.00	244,215.00	20,451.57	178,321.99	65,893.01	26.98 %
520 - FRINGE BENEFITS	161,927.00	161,927.00	8,273.79	101,845.94	60,081.06	37.10 %
530 - OPERATIONAL EXPENSES	150,165.00	150,165.00	17,153.05	87,929.80	62,235.20	41.44 %
560 - MISCELLANEOUS	30,000.00	30,000.00	5,450.49	17,108.09	12,891.91	42.97 %
Department: 102 - CLERK TREASURER Total:	586,307.00	586,307.00	51,328.90	385,205.82	201,101.18	34.30 %
Department: 103 - RECORDER						
510 - SALARY DIRECT EXPENSE	168,334.00	168,334.00	9,448.74	103,279.96	65,054.04	38.65 %
520 - FRINGE BENEFITS	94,362.00	94,362.00	5,118.20	51,812.80	42,549.20	45.09 %
530 - OPERATIONAL EXPENSES	47,400.00	47,400.00	2,556.74	12,733.19	34,666.81	73.14 %
560 - MISCELLANEOUS	500.00	500.00	89.25	386.02	113.98	22.80 %
640 - 640	0.00	0.00	0.00	1,506.05	-1,506.05	0.00 %
Department: 103 - RECORDER Total:	310,596.00	310,596.00	17,212.93	169,718.02	140,877.98	45.36 %
Department: 104 - ASSESSOR						
510 - SALARY DIRECT EXPENSE	241,749.00	241,749.00	15,016.62	146,448.89	95,300.11	39.42 %
520 - FRINGE BENEFITS	156,668.00	156,668.00	8,575.22	77,389.30	79,278.70	50.60 %
530 - OPERATIONAL EXPENSES	87,710.00	87,710.00	208.62	22,784.83	64,925.17	74.02 %
Department: 104 - ASSESSOR Total:	486,127.00	486,127.00	23,800.46	246,623.02	239,503.98	49.27 %
Department: 105 - ADMINISTRATIVE						
510 - SALARY DIRECT EXPENSE	185,458.00	185,458.00	15,117.13	139,555.68	45,902.32	24.75 %
520 - FRINGE BENEFITS	280,838.00	280,838.00	18,690.96	205,526.88	75,311.12	26.82 %
530 - OPERATIONAL EXPENSES	272,310.00	272,310.00	6,079.01	83,943.28	188,366.72	69.17 %
540 - GENERAL GOVERNMENT	16,100.00	16,100.00	0.00	6,789.93	9,310.07	57.83 %
560 - MISCELLANEOUS	9,000.00	9,000.00	0.00	2,839.28	6,160.72	68.45 %
Department: 105 - ADMINISTRATIVE Total:	763,706.00	763,706.00	39,887.10	438,655.05	325,050.95	42.56 %
Department: 106 - BUILDING & GROUNDS						
510 - SALARY DIRECT EXPENSE	254,206.00	254,206.00	19,127.19	168,715.13	85,490.87	33.63 %
520 - FRINGE BENEFITS	142,859.00	142,859.00	11,827.54	96,362.49	46,496.51	32.55 %
530 - OPERATIONAL EXPENSES	283,294.00	283,294.00	20,217.01	220,067.82	63,226.18	22.32 %
640 - 640	6,000.00	6,000.00	0.00	0.00	6,000.00	100.00 %
Department: 106 - BUILDING & GROUNDS Total:	686,359.00	686,359.00	51,171.74	485,145.44	201,213.56	29.32 %
Department: 107 - SHERIFF						
510 - SALARY DIRECT EXPENSE	2,544,331.00	2,544,331.00	167,633.58	1,664,441.22	879,889.78	34.58 %
520 - FRINGE BENEFITS	1,748,951.00	1,748,951.00	124,478.00	1,037,947.40	711,003.60	40.65 %
530 - OPERATIONAL EXPENSES	302,648.00	302,648.00	15,901.61	207,485.47	95,162.53	31.44 %
540 - GENERAL GOVERNMENT	162,500.00	162,500.00	9,731.14	92,353.02	70,146.98	43.17 %
560 - MISCELLANEOUS	82,437.00	82,437.00	0.00	74,268.00	8,169.00	9.91 %
570 - OTHER FINANCING SOURCES	1,500.00	1,500.00	217.90	1,012.18	487.82	32.52 %
Department: 107 - SHERIFF Total:	4,842,367.00	4,842,367.00	317,962.23	3,077,507.29	1,764,859.71	36.45 %
Department: 109 - COMMUNITY DEVELOPMENT						
510 - SALARY DIRECT EXPENSE	537,428.00	537,428.00	23,755.60	259,955.05	277,472.95	51.63 %
520 - FRINGE BENEFITS	296,887.00	296,887.00	12,421.07	122,532.70	174,354.30	58.73 %
530 - OPERATIONAL EXPENSES	149,453.00	149,453.00	1,772.99	51,431.07	98,021.93	65.59 %

Budget Report

For Fiscal: 2021-2022 Period Ending: 03/31/2022

ExpRptGroup...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
540 - GENERAL GOVERNMENT	500.00	500.00	0.00	0.00	500.00	100.00 %
560 - MISCELLANEOUS	0.00	0.00	0.00	2,896.06	-2,896.06	0.00 %
Department: 109 - COMMUNITY DEVELOPMENT Total:	984,268.00	984,268.00	37,949.66	436,814.88	547,453.12	55.62 %
Department: 111 - DISTRICT ATTORNEY						
510 - SALARY DIRECT EXPENSE	406,756.00	406,756.00	30,834.29	287,820.37	118,935.63	29.24 %
520 - FRINGE BENEFITS	216,312.00	216,312.00	17,406.13	146,867.78	69,444.22	32.10 %
530 - OPERATIONAL EXPENSES	419,750.00	419,750.00	7,767.19	129,275.04	290,474.96	69.20 %
Department: 111 - DISTRICT ATTORNEY Total:	1,042,818.00	1,042,818.00	56,007.61	563,963.19	478,854.81	45.92 %
Department: 112 - DISTRICT COURT						
530 - OPERATIONAL EXPENSES	75,500.00	75,500.00	0.00	86,089.29	-10,589.29	-14.03 %
540 - GENERAL GOVERNMENT	120,065.00	120,065.00	25,766.25	124,206.83	-4,141.83	-3.45 %
Department: 112 - DISTRICT COURT Total:	195,565.00	195,565.00	25,766.25	210,296.12	-14,731.12	-7.53 %
Department: 113 - JUSTICE COURT						
510 - SALARY DIRECT EXPENSE	282,517.00	282,517.00	21,090.39	194,692.64	87,824.36	31.09 %
520 - FRINGE BENEFITS	170,724.00	170,724.00	11,854.88	106,750.59	63,973.41	37.47 %
530 - OPERATIONAL EXPENSES	40,850.00	40,850.00	3,820.98	21,653.55	19,196.45	46.99 %
540 - GENERAL GOVERNMENT	6,750.00	6,750.00	0.00	701.20	6,048.80	89.61 %
Department: 113 - JUSTICE COURT Total:	500,841.00	500,841.00	36,766.25	323,797.98	177,043.02	35.35 %
Department: 114 - Health & Human Srv						
510 - SALARY DIRECT EXPENSE	4,573.51	4,573.51	737.07	6,642.80	-2,069.29	-45.25 %
520 - FRINGE BENEFITS	2,641.90	2,641.90	521.29	4,229.68	-1,587.78	-60.10 %
530 - OPERATIONAL EXPENSES	160,387.00	160,387.00	22,250.64	99,529.13	60,857.87	37.94 %
Department: 114 - Health & Human Srv Total:	167,602.41	167,602.41	23,509.00	110,401.61	57,200.80	34.13 %
Department: 115 - SWIMMING POOL						
510 - SALARY DIRECT EXPENSE	77,560.00	77,560.00	1,609.37	49,550.58	28,009.42	36.11 %
520 - FRINGE BENEFITS	21,453.00	21,453.00	973.96	14,036.08	7,416.92	34.57 %
530 - OPERATIONAL EXPENSES	35,472.00	35,472.00	288.49	13,220.49	22,251.51	62.73 %
Department: 115 - SWIMMING POOL Total:	134,485.00	134,485.00	2,871.82	76,807.15	57,677.85	42.89 %
Department: 116 - COMMUNITY RELATIONS						
510 - SALARY DIRECT EXPENSE	152,400.00	152,400.00	12,647.11	89,869.27	62,530.73	41.03 %
520 - FRINGE BENEFITS	54,395.00	54,395.00	6,590.95	36,262.46	18,132.54	33.33 %
530 - OPERATIONAL EXPENSES	18,000.00	18,000.00	1,257.59	4,999.88	13,000.12	72.22 %
560 - MISCELLANEOUS	50,000.00	50,000.00	9,630.24	23,491.98	26,508.02	53.02 %
570 - OTHER FINANCING SOURCES	1,084,870.00	1,084,870.00	500.00	758,946.00	325,924.00	30.04 %
Department: 116 - COMMUNITY RELATIONS Total:	1,359,665.00	1,359,665.00	30,625.89	913,569.59	446,095.41	32.81 %
Department: 117 - COMMUNICATIONS						
510 - SALARY DIRECT EXPENSE	705,654.00	705,654.00	47,286.80	490,418.74	215,235.26	30.50 %
520 - FRINGE BENEFITS	358,974.00	358,974.00	28,536.21	247,058.41	111,915.59	31.18 %
530 - OPERATIONAL EXPENSES	83,130.03	83,130.03	4,045.64	38,182.47	44,947.56	54.07 %
540 - GENERAL GOVERNMENT	68,000.00	68,000.00	2,121.95	20,648.99	47,351.01	69.63 %
560 - MISCELLANEOUS	2,000.00	2,000.00	0.00	4.68	1,995.32	99.77 %
640 - 640	5,000.00	5,000.00	0.00	1,498.89	3,501.11	70.02 %
Department: 117 - COMMUNICATIONS Total:	1,222,758.03	1,222,758.03	81,990.60	797,812.18	424,945.85	34.75 %
Department: 118 - SERVICE						
510 - SALARY DIRECT EXPENSE	247,703.00	247,703.00	17,354.43	168,270.69	79,432.31	32.07 %
520 - FRINGE BENEFITS	143,890.00	143,890.00	10,122.86	90,719.94	53,170.06	36.95 %
530 - OPERATIONAL EXPENSES	86,020.00	86,020.00	19,478.08	76,575.02	9,444.98	10.98 %
540 - GENERAL GOVERNMENT	720.00	720.00	0.00	198.00	522.00	72.50 %
640 - 640	20,000.00	20,000.00	0.00	18,850.00	1,150.00	5.75 %
Department: 118 - SERVICE Total:	498,333.00	498,333.00	46,955.37	354,613.65	143,719.35	28.84 %
Department: 119 - IT						
510 - SALARY DIRECT EXPENSE	371,787.00	371,787.00	25,613.58	251,661.83	120,125.17	32.31 %
520 - FRINGE BENEFITS	243,001.00	243,001.00	16,133.82	149,172.79	93,828.21	38.61 %
530 - OPERATIONAL EXPENSES	391,850.00	391,850.00	8,798.28	239,558.70	152,291.30	38.86 %
560 - MISCELLANEOUS	100.00	100.00	1,576.79	7,761.89	-7,661.89	-7,661.89 %

Budget Report

For Fiscal: 2021-2022 Period Ending: 03/31/2022

ExpRptGroup...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
640 - 640	19,380.00	19,380.00	0.00	9,588.75	9,791.25	50.52 %
Department: 119 - IT Total:	1,026,118.00	1,026,118.00	52,122.47	657,743.96	368,374.04	35.90 %
Department: 121 - COMPTROLLER						
510 - SALARY DIRECT EXPENSE	239,012.00	239,012.00	17,341.37	164,388.36	74,623.64	31.22 %
520 - FRINGE BENEFITS	148,144.00	148,144.00	11,525.09	101,436.24	46,707.76	31.53 %
530 - OPERATIONAL EXPENSES	123,925.00	123,925.00	1,871.81	97,559.47	26,365.53	21.28 %
560 - MISCELLANEOUS	0.00	0.00	0.00	283.33	-283.33	0.00 %
Department: 121 - COMPTROLLER Total:	511,081.00	511,081.00	30,738.27	363,667.40	147,413.60	28.84 %
Department: 142 - EMERGENCY MANAGEMENT						
510 - SALARY DIRECT EXPENSE	76,050.00	76,050.00	3,228.64	34,526.99	41,523.01	54.60 %
520 - FRINGE BENEFITS	34,065.17	34,065.17	1,163.61	12,333.58	21,731.59	63.79 %
530 - OPERATIONAL EXPENSES	57,350.00	57,350.00	7,905.74	28,132.62	29,217.38	50.95 %
540 - GENERAL GOVERNMENT	10,000.00	10,000.00	0.00	25,027.69	-15,027.69	-150.28 %
Department: 142 - EMERGENCY MANAGEMENT Total:	177,465.17	177,465.17	12,297.99	100,020.88	77,444.29	43.64 %
Department: 143 - PLANNING DEPARTMENT						
510 - SALARY DIRECT EXPENSE	214,141.00	214,141.00	11,385.88	110,155.87	103,985.13	48.56 %
520 - FRINGE BENEFITS	114,146.00	114,146.00	6,543.87	57,823.11	56,322.89	49.34 %
530 - OPERATIONAL EXPENSES	162,100.00	162,100.00	109.47	8,845.14	153,254.86	94.54 %
Department: 143 - PLANNING DEPARTMENT Total:	490,387.00	490,387.00	18,039.22	176,824.12	313,562.88	63.94 %
Report Total:	20,870,227.61	20,870,227.61	1,024,326.04	13,936,932.85	6,933,294.76	33.22 %



STOREY COUNTY

Budget Report

Group Summary

For Fiscal: 2021-2022 Period Ending: 03/31/2022

ExpRptGroup...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Department: 010 - INDIGENT MEDICAL						
530 - OPERATIONAL EXPENSES	200,000.00	200,000.00	550.00	37,542.59	162,457.41	81.23 %
Department: 010 - INDIGENT MEDICAL Total:	200,000.00	200,000.00	550.00	37,542.59	162,457.41	81.23 %
Department: 020 - ROADS						
510 - SALARY DIRECT EXPENSE	376,642.00	376,642.00	27,221.24	274,142.79	102,499.21	27.21 %
520 - FRINGE BENEFITS	211,460.00	211,460.00	19,116.68	176,016.97	35,443.03	16.76 %
530 - OPERATIONAL EXPENSES	127,000.00	127,000.00	10,706.72	78,381.16	48,618.84	38.28 %
540 - GENERAL GOVERNMENT	53,260.00	53,260.00	4,148.43	30,400.79	22,859.21	42.92 %
560 - MISCELLANEOUS	44,148.00	44,148.00	0.00	35,501.00	8,647.00	19.59 %
640 - 640	1,008,604.00	1,008,604.00	1,035.57	16,834.37	991,769.63	98.33 %
Department: 020 - ROADS Total:	1,821,114.00	1,821,114.00	62,228.64	611,277.08	1,209,836.92	66.43 %
Department: 050 - EMERGENCY MITIGATION						
540 - GENERAL GOVERNMENT	78,000.00	78,000.00	74.95	28,022.12	49,977.88	64.07 %
Department: 050 - EMERGENCY MITIGATION Total:	78,000.00	78,000.00	74.95	28,022.12	49,977.88	64.07 %
Department: 060 - EQUIPMENT ACQUISITION						
570 - OTHER FINANCING SOURCES	26,000.00	26,000.00	0.00	19,500.00	6,500.00	25.00 %
640 - 640	257,720.00	257,720.00	0.00	48,223.25	209,496.75	81.29 %
Department: 060 - EQUIPMENT ACQUISITION Total:	283,720.00	283,720.00	0.00	67,723.25	215,996.75	76.13 %
Department: 070 - CAPITAL PROJECTS						
640 - 640	1,876,000.00	1,876,000.00	12,764.67	1,677,358.88	198,641.12	10.59 %
Department: 070 - CAPITAL PROJECTS Total:	1,876,000.00	1,876,000.00	12,764.67	1,677,358.88	198,641.12	10.59 %
Department: 080 - INFRASTRUCTURE						
640 - 640	1,219,228.00	1,219,228.00	1,443.25	15,570.25	1,203,657.75	98.72 %
Department: 080 - INFRASTRUCTURE Total:	1,219,228.00	1,219,228.00	1,443.25	15,570.25	1,203,657.75	98.72 %
Department: 100 - STABILIZATION						
560 - MISCELLANEOUS	400,000.00	400,000.00	0.00	0.00	400,000.00	100.00 %
Department: 100 - STABILIZATION Total:	400,000.00	400,000.00	0.00	0.00	400,000.00	100.00 %
Department: 135 - USDA						
560 - MISCELLANEOUS	209,883.53	209,883.53	11,872.90	157,706.60	52,176.93	24.86 %
570 - OTHER FINANCING SOURCES	290,382.15	290,382.15	17,929.28	217,493.02	72,889.13	25.10 %
Department: 135 - USDA Total:	500,265.68	500,265.68	29,802.18	375,199.62	125,066.06	25.00 %
Department: 140 - DRUG COURT						
540 - GENERAL GOVERNMENT	400.00	400.00	30.00	290.00	110.00	27.50 %
Department: 140 - DRUG COURT Total:	400.00	400.00	30.00	290.00	110.00	27.50 %
Department: 165 - TECHNOLOGY FUND						
530 - OPERATIONAL EXPENSES	35,000.00	35,000.00	1,250.00	19,069.00	15,931.00	45.52 %
540 - GENERAL GOVERNMENT	70,000.00	70,000.00	0.00	35,438.44	34,561.56	49.37 %
Department: 165 - TECHNOLOGY FUND Total:	105,000.00	105,000.00	1,250.00	54,507.44	50,492.56	48.09 %
Department: 180 - GENETIC MARKER TESTING						
540 - GENERAL GOVERNMENT	1,000.00	1,000.00	0.00	3,195.00	-2,195.00	-219.50 %
550 - 550	5,000.00	5,000.00	222.00	2,736.50	2,263.50	45.27 %
Department: 180 - GENETIC MARKER TESTING Total:	6,000.00	6,000.00	222.00	5,931.50	68.50	1.14 %
Department: 185 - INDIGENT ACCIDENT						
530 - OPERATIONAL EXPENSES	80,000.00	80,000.00	0.00	67,727.38	12,272.62	15.34 %
Department: 185 - INDIGENT ACCIDENT Total:	80,000.00	80,000.00	0.00	67,727.38	12,272.62	15.34 %
Department: 187 - JUSTICE COURT FUND						
550 - 550	66,000.00	66,000.00	5,306.45	13,532.64	52,467.36	79.50 %
Department: 187 - JUSTICE COURT FUND Total:	66,000.00	66,000.00	5,306.45	13,532.64	52,467.36	79.50 %

Budget Report

For Fiscal: 2021-2022 Period Ending: 03/31/2022

ExpRptGroup...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Department: 190 - PARK TAX						
640 - 640	15,000.00	15,000.00	0.00	0.00	15,000.00	100.00 %
Department: 190 - PARK TAX Total:	15,000.00	15,000.00	0.00	0.00	15,000.00	100.00 %
Department: 200 - TRI PAYBACK						
570 - OTHER FINANCING SOURCES	3,000,000.00	3,000,000.00	0.00	2,404,764.31	595,235.69	19.84 %
Department: 200 - TRI PAYBACK Total:	3,000,000.00	3,000,000.00	0.00	2,404,764.31	595,235.69	19.84 %
Department: 206 - 206						
530 - OPERATIONAL EXPENSES	496,723.85	496,723.85	80.02	101,116.85	395,607.00	79.64 %
Department: 206 - 206 Total:	496,723.85	496,723.85	80.02	101,116.85	395,607.00	79.64 %
Department: 220 - V&T PROJECT						
560 - MISCELLANEOUS	252,416.25	252,416.25	0.00	6,926.58	245,489.67	97.26 %
570 - OTHER FINANCING SOURCES	891,000.00	891,000.00	0.00	891,000.00	0.00	0.00 %
640 - 640	250,000.00	250,000.00	0.00	4,096.00	245,904.00	98.36 %
Department: 220 - V&T PROJECT Total:	1,393,416.25	1,393,416.25	0.00	902,022.58	491,393.67	35.27 %
Department: 230 - VC TOURISM COMMISSION						
510 - SALARY DIRECT EXPENSE	307,135.00	307,135.00	28,192.24	239,549.40	67,585.60	22.01 %
520 - FRINGE BENEFITS	139,153.00	139,153.00	14,067.45	106,014.43	33,138.57	23.81 %
530 - OPERATIONAL EXPENSES	812,750.01	812,750.01	27,588.03	453,546.91	359,203.10	44.20 %
560 - MISCELLANEOUS	120,029.00	120,029.00	6,982.25	98,007.55	22,021.45	18.35 %
640 - 640	326,000.00	326,000.00	835.00	99,699.00	226,301.00	69.42 %
Department: 230 - VC TOURISM COMMISSION Total:	1,705,067.01	1,705,067.01	77,664.97	996,817.29	708,249.72	41.54 %
Department: 231 - PIPERS OPERA HOUSE						
510 - SALARY DIRECT EXPENSE	109,343.00	109,343.00	2,566.66	52,070.06	57,272.94	52.38 %
520 - FRINGE BENEFITS	51,091.00	51,091.00	1,062.88	23,403.57	27,687.43	54.19 %
530 - OPERATIONAL EXPENSES	110,700.00	110,700.00	7,570.78	59,739.29	50,960.71	46.03 %
560 - MISCELLANEOUS	10,523.00	10,523.00	0.00	9,380.00	1,143.00	10.86 %
Department: 231 - PIPERS OPERA HOUSE Total:	281,657.00	281,657.00	11,200.32	144,592.92	137,064.08	48.66 %
Report Total:	13,527,591.79	13,527,591.79	202,617.45	7,503,996.70	6,023,595.09	44.53 %



**Storey County Board of County
Commissioners
Agenda Action Report**

Meeting date: 4/19/2022 10:00 AM -
BOCC Meeting

Estimate of Time Required: 15 min.

Agenda Item Type: Discussion/Possible Action

- **Title:** Discussion Only/No Possible Action - Quarterly report from the County Manager on various administrative matters in Storey County.
- **Recommended motion:** No Motion.
- **Prepared by:** Austin Osborne

Department: **Contact Number:** 7758470968

- **Staff Summary:** This is a quarterly report from the County Manager on various administrative matters occurring in the county.
- **Supporting Materials:** See attached
- **Fiscal Impact:** none
- **Legal review required:** TRUE
- **Reviewed by:**

_____ Department Head

Department Name:

_____ County Manager

Other Agency Review: _____

- **Board Action:**

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



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 4/19/2022 10:00 AM -
BOCC Meeting

Estimate of Time Required: 10 Min

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and possible approval of Resolution 22- 641 appointing the County Manager as the Administrator of the process for seeking reimbursement for the costs of providing public infrastructure as provided in Exhibit E to the Development Agreement between Storey County, Tahoe Reno Industrial Center LLC and DP Operating Partnership LLP dated February 2, 2000.
- **Recommended motion:** : I (commissioner), move to appoint the County Manager as the Administrator
- **Prepared by:** Keith Loomis

Department:

Contact Number: 775-847-0964

- **Staff Summary:** The Capitol Improvement Plan, identified as Exhibit E to the Development Agreement between Storey County, Tahoe Reno Industrial Center LLC and DP Operating Partnership LP provides a procedure by which developers in the TRI Center can seek reimbursement from the County for the costs of providing public infrastructure. That process requires the appointment of an administrator by the County to administer that process. Resolution 22-641 provides for the appointment of the County Manager as the administrator of that process.
- **Supporting Materials:** See attached
- **Fiscal Impact:**
- **Legal review required:** False
- **Reviewed by:**
____ Department Head
____ County Manager
- **Board Action:**

Department Name:

Other Agency Review: _____

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

RESOLUTION NO. 22- 641

RESOLUTION Appointing Administrator to Administer Provisions of the TRI Public Private Partnership Capital Improvement Plan, Addressing the Reimbursement of Costs Incurred by the Tahoe Reno Industrial Center or other developers in Constructing Public Infrastructure Dedicated to Storey County

WHEREAS, The Development Agreement between the County of Storey, the Tahoe Reno Industrial Center LLC (TRI) and DP Operating Partnership L. P. includes as Exhibit E the TRI Public Private Partnership Capital Improvement Plan (CIP); and,

WHEREAS, The CIP requires the Board of County Commissioners to select a county official as the Administrator to administer the process by which TRI or other developers are reimbursed for the costs of constructing public infrastructure within the TRI Center which is dedicated to and accepted by the County and to perform other duties as set forth in the CIP; and,

WHEREAS, Previously the position of Administrator was filled by Pat Whitten whom has recently retired, leaving the position vacant;

NOW THEREFORE IS IT HEREBY RESOLVED,

That the person serving as the County Manager of Storey County be appointed as the new Administrator with the authority to perform all of the functions set forth in the CIP. In acting as the Administrator, the County Manager is authorized to call upon and receive assistance from the Community Development Department, the Public Works Department and the Comptroller's Office.

Signatures on next page.

ADOPTED this _____ day of _____, 2022

BOARD OF COUNTY COMMISSIONERS OF STOREY COUNTY

By: _____
Jay Carmona, Chairman

ATTEST:

Doreayne Nevin
Storey County Clerk/Treasurer

TRI PUBLIC-PRIVATE PARTNERSHIP
CAPITAL IMPROVEMENT PLAN

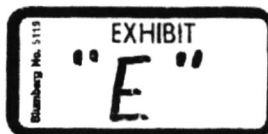


TABLE OF CONTENTS

	<i><u>Page</u></i>
I. Definitions	-5-
A. "Accountant"	-5-
B. "Accounting Determination"	-5-
C. "Accounting Year"	-5-
D. "Administrator"	-5-
E. "Applicant"	-5-
F. "Application"	-5-
G. "Association"	-5-
H. "CC&Rs"	-5-
I. "CIP"	-5-
J. "County"	-5-
K. "County Board"	-5-
L. "Debt Limit"	-5-
M. "Design Standards Handbook"	-5-
N. "Development Agreement"	-6-
O. "Existing Rules"	-6-
P. "Freeway Infrastructure"	-6-
Q. "Infrastructure"	-6-
R. "Master Plan"	-6-
S. "Master Site Plan"	-6-
T. "Net Revenue"	-6-
U. "Net Revenue Reimbursement"	-6-
V. "NRS"	-7-
W. "O & M Costs"	-7-
X. "Owner"	-7-
Y. "Plan"	-7-
Z. "Project"	-7-
AA. "Project Private Infrastructure"	-7-
BB. "Project Public Infrastructure"	-8-
CC. "Project Revenues"	-9-
DD. "Railroad Infrastructure"	-9-
EE. "Reimbursable Costs"	-9-
FF. "Revenue Threshold"	-9-
GG. "Service Area"	-9-
HH. "State"	-9-
II. "TRI Center"	-10-
JJ. "Voucher"	-10-
II. Developer Commitment To Construct/County Commitment To Reimburse	-10-

TABLE OF CONTENTS (Contd.)

	<i>Page</i>
III. Developer Guaranty Of Shortfalls	-10-
IV. Administrative Organization/Approvals	-11-
V. Service Area/Location And Description Of Infrastructure	-12-
VI. Construction, Dedication And Vouchers For Infrastructure	-12-
A. Application	-12-
B. Dedication Of Project Public Infrastructure	-13-
C. Dedication Of Railroad Infrastructure	-13-
D. Submittal Of Actual Reimbursable Costs	-13-
E. Warranty	-14-
F. Vouchers	-14-
G. Design Standards	-14-
VII. Schedule Of Eligible Infrastructure	-15-
VIII. Payment Of Vouchers/Priority	-15-
IX. Annual Accounting And Accounting Determination	-15-
X. Appeals/Disputes	-16-
XI. Amendments/Revisions	-16-
A. Amendments	-16-
B. Revisions To Schedules	-17-

SCHEDULES

Summary of Infrastructure Construction Costs	Schedule 1
Estimated Storey County Operating Costs	Schedule 2
Storey County Comparison of Estimated Revenue to Estimated Costs and Cumulative Revenue Surplus	Schedule 3

TRI PUBLIC-PRIVATE PARTNERSHIP CAPITAL IMPROVEMENT PLAN

Introduction

During the 19th Century mining boom on the Comstock Lode, Storey County was one of the richest areas in the world. The 20th Century, in contrast, has been a time of economic struggle, and the county's small population centered in Virginia City and Virginia Highlands has shared less in Nevada's economic prosperity than Reno and Las Vegas. As a result, county government and the school district have been on tight budgets. The pendulum is set to swing back in the 21st Century, and Storey County government should again match or exceed its former glory days of economic prosperity.

The economic driving force this time will not be mining, but industry. The Tahoe-Reno Industrial Center ("TRI Center"), owned by Tahoe-Reno Industrial Center, LLC ("TRIC"), with over 9,000 acres of industrially-zoned land, will bring the tax benefits of economic development on a massive scale to a county with less than 4,000 residents.

The Tahoe-Reno Industrial Center Fiscal Impact Analysis illustrates the gross disparity between the huge government revenues which will be generated in the future and the smaller costs at TRI Center for county public services. TRI Center may develop faster or slower than the assumptions of the Analysis, but in any event when development occurs the revenues will be generated. Sooner or later economic prosperity for county government will arrive, then grow and grow. TRI believes it will be sooner rather than later, and makes this proposal to plan for the future.

This capital improvement plan ("CIP" or "plan") addresses county funding for TRI Center capital infrastructure costs and TRI Center local government services. Normally local governments provide government services to its citizens (roads, water, sewer, flood control, social services, parks and recreation, public safety, schools, administrative services). TRI Center has its own community

water and sewer system which the county is not required to finance or maintain and all local government services related to residential development will be minimal. TRI Center, however, will need Storey County to provide the other normal local government services when it has the financial means to do so. This CIP is a public-private partnership between TRI and Storey County which will provide economic incentives and a steady, industry-friendly environment at TRI Center. It is intended to stimulate growth within the project, resulting in still more local government revenues.

Plan Description Summary

The plan proposes no county bonding or other institutional borrowing to finance project costs. The plan also relies on no promises, projections, assumptions or guesswork to trigger funding requirements by the county. All funding is based on performance. That is, the revenues are in the bank before county expenditures take place.

The concept is simple. Collect the revenues and distribute a predetermined portion of them (once a revenue threshold is met, 35% after deducting all operating and maintenance costs) for project costs based on an (year-end) accounting.

TRI commits to construct the public infrastructure at its expense and then be reimbursed only when the tax revenues have been collected to cover the county's funding responsibility. TRI will maintain public infrastructure constructed for the short period of time before it is dedicated to the county. TRI does not expect the county to assume operational responsibility for any public infrastructure TRI constructs (e.g., staffing the first fire station) until the county has ongoing revenue sources from the project to pay the expenses of operation and maintenance. Therefore, the county will review infrastructure projects before construction to verify it is prepared to assume the responsibility for operation and maintenance when completed.

The following public infrastructure to be constructed by TRI is reimbursable: rail track and facilities, streets (but not utilities), flood control facilities, county buildings, fire stations and parks. All this infrastructure except rail track will be dedicated to the county as it is constructed by TRI. Maintenance, repair and replacement of rail track will be the responsibilities of the TRI Owners Association pursuant to the project CC&Rs. Reimbursement for construction costs will be based on a chronological priority, payable pursuant to vouchers when funds are available from project revenue sources. After dedication, the county will have the responsibility to repair and maintain the infrastructure, as well as to staff (or contract for staffing of) the public safety, public works, parks, building/planning and administration services with revenue generated by the project.

This CIP identifies the infrastructure to be constructed, the method of reimbursement accounting and the phasing of facilities, based on need. As with all such CIPs, periodic revisions would be necessary to keep it up to date. The CIP is formulated and approved in conjunction with financing plan components as part of the development agreement between TRI and the county for the project.

TRI understands that there is a significant backlog of unfunded public needs in Storey County, for both infrastructure and services. To provide early funding for these needs, the plan sets a revenue threshold to be met (net of project-related operating costs) of \$5,000,000.00 from all project-related revenue sources before any reimbursement of project-related infrastructure takes place. At the point county reimbursement begins, there will already be a significant ongoing positive net revenue stream which will only get larger as additional TRI Center development occurs. The attached Schedules show the proposed sources of county financing for capital and operating costs, as well as the estimated revenue surplus after project-related operating and capital costs are subtracted from project-generated revenue (see, third column of Schedule 3). Schedule 3 indicates that only a portion

of the project-generated revenues would need to be invested in the project. A substantial surplus of the revenues will always be available for county nonproject-related public needs.

Summary Conclusion

Storey County is not exposed to any risk of unfunded liability in entering the public-private partnership proposed by this capital improvement plan. If the revenues do not materialize, the county has no obligation to pay. The county is not required to borrow or bond. The plan is entirely performance based. If and when the revenues materialize, only a portion of the total revenue stream is invested back in the project.

TRI Center will benefit from the plan by having a source of reimbursement in return for its commitment to build public infrastructure for the county. The plan will provide needed answers to the questions asked by new industry considering relocation at TRI Center, regarding how necessary public infrastructure is provided and paid for, and what government services are furnished. Compared to competing industrial areas locally, regionally and nationally, where public infrastructure is financed by impact fees, assessment districts and other government debt financing plans which eventually require the new industry to pay the bill, TRI Center will be a very attractive alternative. This plan essentially primes the pump of county economic development with financial incentives and a stable economic setting related to infrastructure costs and government services. The county's investment will generate handsome returns in increased sales and property taxes, as well as other revenues.

The plan is implemented and approved through a development agreement. This contractual commitment of TRI and the county will provide the assurance and certainty sought by new industry that the rules will not change and adversely affect new industry after it has committed to locate in Storey County at TRI Center.

CAPITAL IMPROVEMENT PLAN

I. Definitions.

A. "Accountant" means the person or firm selected to perform the Accounting Determination annually.

B. "Accounting Determination" means the annual audited summary performed on the books and records of the County by the Accountant pursuant to Article IX of this CIP. The Accounting Determination shall ascertain for each last past Accounting Year the Project Revenue, O & M Costs, Net Revenue, Net Revenue Reimbursement, Debt Limit, total Project assessed valuation, and amount and priority of outstanding Vouchers as of the time of the Accountant's report.

C. "Accounting Year" means the fiscal year of the County, commencing on July 1st each calendar year and ending on June 30th of the next calendar year.

D. "Administrator" means the County official designated by the County Board to perform the duties described of him/her in this CIP.

E. "Applicant" means the maker of an Application.

F. "Application" means the document referred to in Section VI.A of this CIP which identifies Infrastructure and Reimbursable Costs therefor.

G. "Association" means the TRI Owners Association, a Nevada nonprofit corporation, as described in the CC&Rs.

H. "CC&Rs" means the Declaration of Covenants, Conditions And Restrictions For Tahoe-Reno Industrial Center recorded on February 19, 1999 as Document No. 84415 in the office of the Recorder of County, as amended from time to time.

I. "CIP" shall mean this TRI Public-Private Partnership Capital Improvement Program created pursuant to the Development Agreement, as provided in Exhibit "E" thereto.

J. "County" means the County of Storey, Nevada, together with its successors and assigns.

K. "County Board" means the Storey County Board of County Commissioners.

L. "Debt Limit" means the same as defined in the Development Agreement.

M. "Design Standards Handbook" means the Development Handbook For Tahoe-Reno Industrial Center, as promulgated by the ARC and amended from time to time by the ARC, as provided in Exhibit "C" to the Development Agreement

N. "Development Agreement" means the Development Agreement by and between the County of Storey, a political subdivision of the State of Nevada; and DP Operating Partnership, L.P., a Delaware limited partnership, and Tahoe-Reno Industrial Center, LLC, a Nevada limited liability company, and includes all addenda and exhibits incorporated by reference and all amendments which become effective after the effective date.

O. "Existing Rules" means the same as defined in the Development Agreement.

P. "Freeway Infrastructure" means Interstate 80 freeway ramps and interchange improvements for the Patrick Interchange, Tracey Interchange or Clark Station/USA Boulevard Interchange (as shown on the Master Site Plan attached hereto) or other I-80 freeway interchanges providing direct access to the Project. The parties acknowledge that the primary responsibility for design approval, financing, construction and payment of costs for Freeway Infrastructure lies with the State, subject to approval of the federal government (collectively the "Freeway Authorities"). The eligibility of Reimbursable Costs for Freeway Infrastructure is predicated on the assumption that if a portion (and only a portion) of the total costs of Freeway Infrastructure must be paid from a source other than State or federal funds (in the context of this CIP said other source would be Reimbursable Costs if paid by an Applicant) in order to improve the cost/benefit formula used by the State to decide statewide priorities for funding of freeway projects, so that Freeway Improvements can be constructed as needed for the Project. Costs of any particular Freeway Infrastructure shall not be eligible as Reimbursable Costs without prior approval of County, either through the Application process or otherwise acquired, of the proportionate share of costs for said Freeway Infrastructure which will be paid by Freeway Authorities. Said approval by County shall not be unreasonably withheld.

Q. "Infrastructure" means the Project Public Infrastructure, the Freeway Infrastructure and the Railroad Infrastructure, which terms shall be liberally construed to include all reasonably related improvements and facilities. Infrastructure also includes improvements constructed or under construction for the Project prior to the date of this CIP but after October 1, 1998, for which an Application may be made after the effective date hereof.

R. "Master Plan" means the Storey County Master Plan, and all amendments thereto legally adopted and effective as of the Effective Date.

S. "Master Site Plan" means the final site plan for the Project as further described in Exhibit "B" to the Development Agreement. The Master Site Plan is incorporated herein.

T. "Net Revenue" means the remaining sum calculated annually after first subtracting all O & M Costs from Project Revenues for an Accounting Year.

U. "Net Revenue Reimbursement" means a sum not greater than 35% of Net Revenue for an Accounting Year calculated annually which shall be dedicated, after the Accounting Year in which the Revenue Threshold is met, to pay outstanding Vouchers for approved Reimbursement Costs up to the total gross amount of all outstanding Vouchers. If less than 35% of Net Revenue for any Accounting Year is necessary to satisfy all outstanding Vouchers, then the remaining sum shall

not be pledged, encumbered or set aside to reimburse future Vouchers issued, unless the County Board in its sole discretion so decides.

V. "NRS" means Nevada Revised Statutes.

W. "O & M Costs" means expenditures of County in an Accounting Year attributable to operation, maintenance, repair or reconstruction of Infrastructure or to services performed on behalf of the Project, calculated annually, including without limitation fire protection, sheriff, criminal justice, building and planning, road/flood control maintenance, parks maintenance, assessor, building maintenance, administrative staffing and overhead, and reserves for capital costs of repair, maintenance and reconstruction.

X. "Owner" means any person holding fee simple title to any portion of TRI Center, excluding Association.

Y. "Plan" means the CIP.

Z. "Project" means the proposed development of the TRI Center pursuant to the Master Site Plan and the Development Agreement, and includes all real property described in Exhibit "A" to the Development Agreement on the initial effective date thereof, as well as "Annexation Property" as defined in the Development Agreement and any other real property subsequently annexed. Real property which after the effective date of the Development Agreement is withdrawn, or as to which the Development Agreement is terminated for any reason, shall nevertheless continue to be included in the concept of the "Project" for purposes of computation of Project Revenues and O & M Costs.

AA. "Project Private Infrastructure" means certain infrastructure necessary for development of the Project as described in Section 6.5 of the Development Agreement, which reads:

6.5 Project Private Infrastructure: Subject to alternative means of construction provided in the Company Rules, a district provided in Section 6.6 or other agreed means between the County and Developer or a utility purveyor and the Developer, Developer shall cause to be constructed the following improvements and infrastructure (the "Project Private Infrastructure") to service the Project in accordance with: (i) the Existing Development Approvals and Subsequent Development Approvals; (ii) all plans and specifications to be approved by the County in accordance with this Agreement and the Existing Rules, which plans and specifications shall be consistent with this Agreement, the Design Standards Handbook and the Existing Development Approvals; and (iii) the CIP (if applicable). Unless otherwise set forth in this Agreement or in an agreement approved by County under Section 4.2 above or pursuant to Section 6.6 below, all of the Project Private Infrastructure shall be constructed at the sole cost and expense of Developer, and shall not be dedicated to or maintained by the County. The following shall be defined as Project Private Infrastructure:

(a) All community water and sewer facilities, which shall be dedicated to Company pursuant to the Company Rules;

- (b) *All gas, electric, cable TV, telephone and other telecommunication facilities;*
- (c) *All railroad track of any kind, switching facilities, rail yards and other railroad-related infrastructure (subject to the provisions of Section 6.13);*
- (d) *All landscaping in common areas which shall be dedicated to the Maintenance Association pursuant to the CC&Rs, including landscaping in public rights-of-way subject to a Revocable Encroachment Permit in a form as provided in Exhibit "D";*
- (e) *All open space which is dedicated to the Maintenance Association;*
- (f) *All private pathways, trails or parks; and*
- (g) *Any other infrastructure not constructed on a private Parcel within the Project not expressly offered to the County and accepted by the County for County ownership and maintenance.*

BB. "Project Public Infrastructure" shall mean certain infrastructure necessary for Development of the Project as described in Section 6.4 of the Development Agreement, (but qualified by the provisions of this CIP regarding Freeway Infrastructure as defined in Section I.P) which reads:

6.4 Project Public Infrastructure: Developer shall construct the following improvements and infrastructure (the "Project Public Infrastructure") to service the Project in accordance with: (i) the Existing Development Approvals and Subsequent Development Approvals; (ii) all plans and specifications to be approved by the County in accordance with this Agreement, the Design Standards Handbook and the Existing Rules, which plans and specifications shall be consistent with this Agreement and the Existing Development Approvals; and (iii) the CIP. Unless otherwise set forth in this Agreement or in an agreement approved by County under Section 4.2 above, all of the Project Public Infrastructure shall be constructed at the sole cost and expense of Developer, and shall be dedicated to and maintained by the County after completion of improvements in accordance with the procedures for dedication and maintenance set forth in this Agreement; provided, however, the County may elect to construct any Project Public Infrastructure, subject to consent and approval of Developer. The following shall be defined as Project Public Infrastructure:

- (a) *All streets (excluding utilities but including freeway interchanges, ramps and off-site access roads), sidewalks and streetlights constructed to the standards of the Design Standards Handbook and the Existing Rules;*
- (b) *All flood control and drainage channels, storm drains, basins and other related facilities;*

(c) *All county building complexes, including without limitation fire stations, police stations, public works maintenance yards and administrative offices; and*

(d) *Public parks.*

CC. "Project Revenues" means taxes and fees calculated annually received by County from Project-related sources in an Accounting Year, including without limitation real and personal property taxes from TRI Center land (County portions only), sales taxes (BCCRT and SCCRT) from retail/construction sales within TRI Center, real property transfer tax, building permits and room taxes. Project Revenues do not include portions of sales taxes, real and personal property taxes and other taxes which are not actually distributed to County (such as state and school district portions) or which are dedicated revenues for earmarked programs not associated with services to TRI Center (such as revenues which by law can only be expended for tourism purposes). Project Revenues for any given Accounting Year include only that income actually received by County within an Accounting Year before an Accounting Determination, in contrast to income projected, anticipated, promised or budgeted but not received.

DD. "Railroad Infrastructure" means the rail track and ancillary rail facilities defined in Subsection 6.5(c) of the Development Agreement.

EE. "Reimbursable Costs" means costs of Infrastructure expended by TRI, its contractors or other qualified parties subject to an approved Application, including without limitation expenses associated with the construction of Infrastructure such as design, planning, engineering, soils, environmental and geotechnical work, consultant reports and services, permitting, construction (labor, materials, equipment, contractor profit, etc.), inspection, supervision, and maintenance prior to dedication. Reimbursable Costs are first usually estimated when the Application is completed, prior to construction occurring, then subject to verification and a final determination of actual costs (either incrementally or in one determination) after they have been incurred. Reimbursable Costs include expenses for Infrastructure constructed or partially constructed prior to the effective date of this CIP but after October 1, 1998. Reimbursable Costs shall not include the value of undeveloped land for streets, flood control facilities and other Infrastructure, which must be conveyed without charge; provided that expansions of Infrastructure already existing (e.g., additional right-of-way to expand an existing street) which requires the acquisition of developed property not owned by TRI shall be eligible Reimbursable Costs. No interest shall accrue on Reimbursable Costs. Reimbursable Costs for Freeway Infrastructure are subject to the provisions of Section I.P hereof, and other applicable provisions of this CIP.

FF. "Revenue Threshold" means the Accounting Year in which Net Revenues exceed the sum of \$5,000,000.00.

GG. "Service Area" means the land within TRI Center which is subject to the Development Agreement, including Annexation Property as described in the Master Site Plan.

HH. "State" means the State of Nevada.

II. "TRI Center" means the Project, and may sometimes be referred to as "Tahoe-Reno Industrial Center".

JJ. "Voucher" means an instrument issued and executed by the County to evidence the County obligation to pay for Reimbursable Costs approved by the County Board after a final determination as provided in Section VI.D., payable to the Applicant or its designee from Net Revenue Reimbursement in the priority and pursuant to the procedure specified in Article IV of this CIP.

II. Developer Commitment To Construct/County Commitment To Reimburse.

TRI agrees to construct (or cause others to construct) all Infrastructure described in this CIP, as necessary for phased development of TRI, pursuant to the terms of this CIP and the Development Agreement, including the Master Site Plan. To the extent that other parties than TRI construct Infrastructure, those parties are entitled to participate in the rights and shall assume the obligations of this CIP. County agrees to administer this CIP and reimburse the approved Reimbursable Costs of Infrastructure pursuant to Vouchers issued, as provided in this CIP. Costs expended by County or TRI for administration shall be O & M Costs.

III. Developer Guaranty Of Shortfalls.

The parties do not anticipate, and do not intend by implementing this CIP, to create a situation in any Accounting Year in which Project Revenues are exceeded by O & M Costs. The County will not incur new O & M Costs if it is likely that a shortfall will occur. If however a shortfall occurs despite the best efforts of County and TRI to avoid it, TRI agrees to pay to County the shortfall between Project Revenues and O & M Costs for an Accounting Year, provided TRI and County agree in advance on the level of expenditures for fire protection and sheriff services which are components of O & M Costs. In the event such a payment is made, it shall be a Reimbursable Cost with a priority prior to any Reimbursable Cost or Voucher for Infrastructure expenses.

IV. Administrative Organization/Approvals.

TRI and the County have entered into the Development Agreement for TRI Center. This CIP is an exhibit to that agreement and is incorporated into it, including future amendments and revisions to this CIP. Formulation, amendments and updates/revisions of the CIP require the mutual agreement of County and TRI.

The County Board shall select a county official to be the Administrator of CIP procedures and programs. The Administrator shall have the following duties:

1. Review Applications for eligibility and completeness;
2. Review and determine estimates and final determinations of Reimbursable Costs;
3. Administer Vouchers for Reimbursable Costs approved by the County Board;
4. Initiate and administer the annual Accounting Determination procedures, and periodic updates and revisions to the CIP; and
5. Perform all other duties specified in this CIP for the Administrator to perform, as well as duties necessary and incidental.

All complete Applications and Vouchers shall be reviewed and approved by the County Board. All payments of Vouchers must be authorized by the County Board, pursuant to an approved Accounting Determination for each Accounting Year. All dedications of Project Public Infrastructure must be approved by the County Board.

Complete Applications to construct eligible Infrastructure shall be approved by County unless the Infrastructure is not eligible, in the reasonable judgment of the County Board the estimate of Reimbursable Costs is not commercially reasonable, or in the reasonable judgment of the County Board there will be insufficient Project Revenues for the County to assume the O & M Costs of the Infrastructure subject to the Application. Denial of the Application shall not delay, impair or prohibit the construction of the Infrastructure, but the County has no obligation to accept dedication of

Project Public Infrastructure or issue Vouchers for Reimbursable Costs so denied until a subsequent Application therefor is approved.

V. Service Area/Location And Description Of Infrastructure.

This CIP covers Infrastructure constructed in order to develop TRI Center, as defined in the Development Agreement. The Master Site Plan includes a map of TRI Center subject to the Development Agreement, which is the service area. The Master Site Plan also shows the location, nature and extent of Infrastructure to be constructed pursuant to this CIP. County and TRI acknowledge that most of the Infrastructure is located within TRI Center, but certain street and flood control Infrastructure may be outside TRI Center (e.g., Freeway Infrastructure, entry roads, flood channels or basins between the Project and the Truckee River).

VI. Construction, Dedication And Vouchers For Infrastructure.

A. Application. The Administrator shall maintain forms approved by the County and TRI for approval of Infrastructure to be constructed for dedication to the County and/or for reimbursement pursuant to this CIP. Minimum information in the Application shall be the name and address of the Applicant, the plans and specifications prepared by a licensed Nevada engineer for the Infrastructure including certification that the Infrastructure is designed in compliance with the Existing Rules and Design Standards Handbook, the location of the Infrastructure, itemized unit price schedule of estimated Reimbursable Costs, estimate of County O & M Costs for the Infrastructure for a 10-year period, estimated date of completion (which shall be not later than one (1) year unless an exception is approved by the County Board), entity to whom a Voucher will be issued (if different from the Applicant), execution of the warranty specified in Section IV.E below, certification by TRI that the Infrastructure is eligible and consistent with the Master Site Plan of the Development Agreement, and consent of the Owner of the land for construction of the Infrastructure and

dedication (if applicable). Unit prices which are less than or equal to approved unit prices for the same work established by the City of Reno for subdivision improvements or public works projects at the time of submittal of the Application shall be presumed commercially reasonable. The complete Application prepared by the Applicant shall be reviewed and submitted by the Administrator to the County Board for approval. Any Application including costs for Freeway Infrastructure is subject to the provisions of Section I.P of this CIP regarding eligibility of said costs as Reimbursable Costs.

B. Dedication Of Project Public Infrastructure. As soon as possible after completion of Project Public Infrastructure subject to an approved Application to the County's reasonable satisfaction, the County shall accept dedication by grant, bargain and sale deed, offer of dedication, easement or other agreed conveyance, at County's option. For all street Infrastructure (except Freeway Infrastructure which shall be dedicated to the State), the Applicant shall initially either dedicate or make an offer to dedicate all right of way necessary for the street Infrastructure to accommodate full Project buildout based on the Master Site Plan. Acceptance of dedication by the County shall not be unreasonably withheld.

C. Dedication Of Railroad Infrastructure. As soon as possible after completion of Railroad Infrastructure to the Association's reasonable satisfaction, the Association shall accept dedication by grant, bargain and sale deed, easement or other agreed conveyance.

D. Submittal Of Actual Reimbursable Costs. After Reimbursable Costs are actually incurred by the Applicant, they may be submitted to the Administrator for a final determination of those costs. In any event, upon completion of Infrastructure construction, the Applicant shall request a final determination by the Administrator, approved by the County Board, of Reimbursable Costs based on all actual costs submitted. Change orders amending the estimated Reimbursable Costs in the Application may be submitted for approval to the Administrator. All Reimbursable Costs must

be commercially reasonable in the Northern Nevada area. Actual Reimbursable Costs which do not exceed estimated Reimbursable Costs submitted in the Application for the same work (or approved change orders) shall not be questioned for reasonableness.

E. Warranty. The Applicant or its contractor shall warrant in the Application all materials and workmanship of Infrastructure is in accordance with the provisions of the latest edition of the Standard Specifications For Public Works Construction.

F. Vouchers. After Reimbursable Costs are approved by the County Board from final determinations, the County shall issue one or more Vouchers for said costs, to be paid from Net Revenue Reimbursement as provided in Article VIII. Vouchers shall be issued to the Applicant (or its designee) and are the personal property asset of the holder. Vouchers are freely transferable and assignable by the holder, by notarized written instrument which must be attached to the Voucher.

No Vouchers shall be issued if the issuance will result in the Debt Limit being exceeded. Approved Reimbursable Costs for which Vouchers could be issued but for the Debt Limit shall be placed on a reservation list in chronological order of approval and Vouchers shall be issued therefor at such time as the Debt Limit will no longer be exceeded. The County has no obligation to pay Reimbursable Costs in excess of the Debt Limit. The party incurring such Reimbursable Costs bears all risk and liability that the Reimbursement Costs may never be repaid by the County unless and until the Debt Limit is no longer exceeded, either through payment of outstanding Vouchers or increased assessed valuation in the Project.

G. Design Standards. All Infrastructure shall be constructed pursuant to the Design Standards Handbook, Existing Rules and in compliance with federal, state and local laws, subject to the provisions of the Development Agreement.

VII. Schedule Of Eligible Infrastructure.

The schedules of Infrastructure are attached as Schedules 1, 2 and 3 (collectively the "Schedules"). The nature, extent, location and description of Infrastructure is contained in the Master Site Plan. All Applications for Infrastructure listed on the Schedules or Master Site Plan shall be eligible to be subject to dedication (as applicable) and reimbursement pursuant to this CIP. However, Infrastructure not listed on the Schedules or Master Site Plan may be approved pursuant to an Application upon mutual agreement of TRI and the County on a case-by-case basis.

VIII. Payment Of Vouchers/Priority.

Once the Revenue Threshold has been met and an Annual Accounting has ascertained an amount of Net Revenue Reimbursement, based on an Accounting Determination approved by the County Board, the County shall pay Vouchers previously issued up to the amount of the Net Revenue Reimbursement available. The priority of payment, subject to the provisions of Section III, shall be based on the chronological order of Vouchers issued, with the oldest Voucher paid first, then progressing in order based on priority date. Any portion of a Voucher which cannot be fully paid due to depletion of the Net Revenue Reimbursement for a given Accounting Year shall be partially paid and an amended Voucher issued with the same priority date as the original Voucher.

IX. Annual Accounting And Accounting Determination.

After the effective date of this CIP and before June 30, 2000, the parties shall mutually cooperate to agree on establishment of an accounting and tracking system for Project Revenues and O & M Costs in order to facilitate the work required for the Accountant to perform an annual Accounting Determination. TRI shall provide the services of a consultant to work with County staff in order to accomplish this task. The costs of the consultant and any equipment and materials necessary to establish the system shall be paid by TRI and shall be a Reimbursable Cost.

Commencing with the Accounting Year ending on June 30, 2001, annually there shall be conducted an audit of the County's books and records in order to reach an Accounting Determination for the previous Accounting Year. TRI and the County must mutually agree on the Accountant and, when completed, on the Accounting Determination, including the Net Revenue Reimbursement (if any) for each Accounting Year.

The Accountant shall be retained at County's expense (but reimbursable from O & M Costs) not later than October 1st each year, and shall be required to submit its Accounting Determination on or before October 30th each year. As soon as possible after submittal of the Accounting Determination, TRI and the Administrator shall meet and diligently cooperate to approve the Accounting Determination and submit it to the County Board for approval. Absent extraordinary circumstances, the amount of Net Revenue Reimbursement for each Accounting Year should be approved, and outstanding Vouchers paid, not later than November 30th following the end of the Accounting Year.

X. Appeals/Disputes.

All determinations of the Administrator are appealable to the County Board. All determinations of the County Board and disputes between TRI and the County arising from this CIP are subject to arbitration pursuant to the provisions of Article 9 of the Development Agreement, to the extent allowable by law, including failure of TRI or the County to perform obligations of this CIP within a reasonable time.

XI. Amendments/Revisions.

A. Amendments. All amendments to this CIP require the agreement of TRI and the County, and can be proposed at any time.



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 4/19/2022 10:00 AM -
BOCC Meeting

Estimate of Time Required: 15 Min

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and possible approval of activation of the Storey County Board of Highway Commissioners (BOHC).
- **Recommended motion:** I (Commissioner) move to approve the activation of the Storey County BOHC and direct that the steps to implement that activation be placed upon the next available County Commissioner meeting
- **Prepared by:** Keith Loomis

Department:

Contact Number: 775-847-0964

- **Staff Summary:** Attached is a Memorandum from myself to the members of the Board of County Commissioners addressing the reason for the activation of the BOHC. It should be noted that the immediate reason for the activation is for the purpose of identifying RS 2477 roadways on public lands in Storey County. The BOHC does have other purposes which may be more relevant at later times under its exclusive authority for constructing, repairing and maintaining highways, roads and bridges in Storey County. NRS 403.090. The BOHC also has the authority to hire a road supervisor. NRS 403.110. It also has the authority to expend funds for the purposes allowed by NRS 403.090.
- It should be noted that there are some bureaucratic requirement associated with activating the BOHC. In particular, NRS 403.080(3) imposes duties on the clerk of the BOHC as follows:
 -
 - 3. The clerk shall:
 - (a) Keep a full and complete record of all the proceedings of the board and an accurate account of all expenditures of money. The account must show the purposes for which, and the persons to whom, the expenditures were ordered expended.
 - (b) Immediately after each meeting of the board, or as soon thereafter as may be practical, cause to be printed in a newspaper or newspapers of general circulation in the county, to be designated by the board, all the records and accounts of the board.
 - (c) On or about January 1 and July 1 of each year, cause to be published a general statement of all expenditures made by the board.
 - (d) Keep the clerk's records and accounts in suitable books provided by the county. The records and accounts must be open to inspection by any qualified elector.

- (e) Keep an inventory of all machinery, implements and other property purchased for road and bridge work, and shall exercise general care and supervision of the machinery, implements and other property.
- (f) Perform such other duties as may be prescribed by this chapter or by the board of county highway commissioners.

- **Supporting Materials:** See attached

- **Fiscal Impact:**

- **Legal review required:** False

- **Reviewed by:**

_____ Department Head

Department Name:

_____ County Manager

Other Agency Review: _____

- **Board Action:**

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

MEMORANDUM

Memo To: Board of County Commissioners; Austin Osborne
From: Keith Loomis
Re: Board of County Highway Commissioner
Date: March 6, 2022

This memo is intended to propose the activation of the Storey County Board of Highway Commissioners (BOHC). The impetus behind this proposal is based upon the fact that the County has been pursuing the identification of possible RS 2477 roadways for some time now. That effort involved the evaluation of numerous roads in Storey County by Jerry Elkins of Central Nevada GIS and Cartography Services LLC as to whether particular roadways could be eligible as RS 2477 roads. Mr. Elkins provided similar services to Nye County, Churchill County and may presently be evaluating roadways in Humboldt County. Accordingly, this memo will address the role of boards of county highway commissioners in the RS 2477 identification process.

The BOHC exists by virtue of NRS 403.020. This statute provides: "A board of county highway commissioners is hereby created in each of the several counties of the State of Nevada." The BOHC consists of the members the Storey County Board of County Commissioners. NRS 403.020. The Board is required to hold regular meetings once a month on or about the first day of each month. NRS 403.030 (it would appear that the first Tuesday in each month would be acceptable). The Board is required to elect a chair and a clerk from among its members. The duties of the Board are set out in NRS 403.090 which provides:

The board of county highway commissioners shall have exclusive control of all matters pertaining to the construction, repairing and maintaining of public highways, roads and bridges within its county.

Further, under NRS 403.170 the Board is required to designate which of the roads, generally termed public highways are main county roads, general county roads and minor county roads.

NRS 405.191(2) then provides that one type of "public road" is:

Any way which exists upon a right-of-way granted by Congress over public lands of the United States not reserved for public uses in chapter 262, section 8, 14 Statutes 253 (former 43 U.S.C. § 932, commonly referred to as R.S. 2477), and accepted by general public use and enjoyment before, on or after July 1, 1979. Except as otherwise provided in this subsection, each board of county commissioners may locate and determine the width of such rights-of-way and locate, open for public use and establish thereon county roads or highways, but public use alone

has been and is sufficient to evidence an acceptance of the grant of a public user right-of-way pursuant to former 43 U.S.C. § 932. In a county in which a board of county highway commissioners has exclusive control of all matters relating to the construction, repairing and maintaining of public highways, roads and bridges within the county pursuant to NRS 403.090, the board of county highway commissioners may locate and determine the width of those rights-of-way and open those rights-of-way for public use for the purpose of designating county roads pursuant to NRS 403.170 or taking any other action concerning those rights-of-way pursuant to chapter 403 of NRS.

Since, by statute (NRS 403.090), the Storey County Board of Highway Commissioners does have exclusive control of all matters relating to the construction, repairing and maintaining of public highways roads and bridges, this provision authorizes the Board to locate and determine the width of the RS 2477 roadways, to open the rights of ways to public use and to designate the rights of ways as main, general or minor county roads. Both Nye County and Churchill County relied on the authority set out in NRS 405.191 to locate and determine the width of those rights-of-way, to open those rights-of-way for public use, and for the purpose of designating county roads pursuant to NRS 403.170.

Accordingly it is proposed that the Storey County Board of Highway Commissioners be activated for a similar purpose.

Senate Concurrent Resolution No. 6—Senator Amodei

FILE NUMBER.....

SENATE CONCURRENT RESOLUTION—Urging the counties in this State to map and document certain county roads to preserve certain rights-of-way granted by Congress over public lands in Nevada.

WHEREAS, Many rights-of-way that cross public lands administered by the Federal Government were granted by Congress pursuant to section 8 of the Act of July 26, 1866, 14 Stat. 253, formerly codified as section 2477 of the Revised Statutes of the United States, 43 U.S.C. § 932; and

WHEREAS, Although the provisions of section 2477 were repealed by the enactment of the Federal Land Policy and Management Act of 1976, 43 U.S.C. §§ 1701 et seq., Congress explicitly recognized the continued validity of such rights-of-way in § 701(a) of the Federal Land Policy and Management Act of 1976; and

WHEREAS, Certain administrative and policy decisions of the Bureau of Land Management and the United States Forest Service may threaten the validity of such rights-of-way; and

WHEREAS, NRS 405.191 authorizes each board of county commissioners to locate and determine the width of such rights-of-way and locate, open for public use and establish thereon county roads or highways; and

WHEREAS, NRS 403.170 requires the board of county highway commissioners in each county to classify the county roads in the county as main county roads, general county roads or minor county roads; and

WHEREAS, NRS 403.190 requires the board of county highway commissioners in each county to map the county roads, excluding minor county roads, and to file the maps with various entities, including the Nevada Department of Transportation; and

WHEREAS, Many of the minor county roads should be mapped and documented in order to preserve the existing rights-of-way over those roads; and

WHEREAS, Without such mapping and documentation of the minor county roads, valid claims of rights-of-way acquired by the public may fail in the course of future federal action and result in road closures that may have a negative impact on the counties; and

WHEREAS, The economic well-being of this State and its counties is inextricably linked to the multiple uses of the public lands of this State, relying upon such lands for mining and mineral

development, livestock grazing, renewable and alternative energy resources, tourism and recreation and other uses; and

WHEREAS, To ensure that economic opportunities throughout this State and its counties are not lost by the potential closures of minor county roads, the Nevada Legislature recognizes the value of and the need for mapping and documenting such roads; now, therefore, be it

RESOLVED BY THE SENATE OF THE STATE OF NEVADA, THE ASSEMBLY CONCURRING, That the members of the 75th Session of the Nevada Legislature hereby urge counties in this State to map and document all county roads over which rights-of-way were acquired before the enactment of the Federal Land Policy and Management Act of 1976; and be it further

RESOLVED, That the members of the 75th Session of the Nevada Legislature hereby request that the Nevada Department of Transportation post on its Internet website a list of potential resources that may be available to assist counties in performing such mapping and documentation, including a list of maps that the Department has in its archives which depict county roads that existed within this State before the enactment of the Federal Land Policy and Management Act of 1976; and be it further

RESOLVED, That the Secretary of the Senate prepare and transmit a copy of this resolution to the board of county commissioners and the board of county highway commissioners of each county in this State.



**Storey County Board of County
Commissioners
Agenda Action Report**

Meeting date: 4/19/2022 10:00 AM -
BOCC Meeting

Estimate of Time Required: 10 min

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and possible approval for Resolution 22-642 to proclaim May through October 2022 as the Nevada Wildfire Awareness Campaign in Storey County
- **Recommended motion:** I _(commissioner), move to approve Resolution 22-642 for the proclamation of May through October 2022 as the Nevada Wildfire Awareness Campaign in Storey County.
- **Prepared by:** Honey Tapley

Department: **Contact Number:** 7758470986

- **Staff Summary:** Wildfire can threaten Nevada communities and impact homes, property, and human life. The key to minimizing wildfire impact in Nevada is proactive communities that take steps to prepare.
-
- In response, representatives of Nevada's local, state, and federal firefighting agencies; wildfire prone communities; and University of Nevada, Reno Extension have conducted a wildfire awareness campaign every May since 2006. This year, the message is "Battle Born. Wildfire Ready."
- **Supporting Materials:** See attached
- **Fiscal Impact:**
- **Legal review required:** False
- **Reviewed by:**

_____ Department Head

Department Name:

_____ County Manager

Other Agency Review: _____

- **Board Action:**

☐ Approved

☐ Approved with Modification

<input type="checkbox"/> Denied	<input type="checkbox"/> Continued
---------------------------------	------------------------------------

**STOREY COUNTY RESOLUTION 22-642
IN SUPPORT OF THE
NEVADA WILDFIRE AWARENESS CAMPAIGN
FROM MAY – OCTOBER 2022**

WHEREAS, wildfire significantly impacts Nevada’s environmental, economic and social well-being; and

WHEREAS, residents must prepare to survive wildfire by ensuring proper management of vegetation surrounding the home and appropriate home construction and maintenance to resist ignition; and

WHEREAS, residents need to work together to prepare their homes and communities to survive wildfire and commit to become fire adapted; and

WHEREAS, residents can save precious time in an evacuation by preparing a go- bag and family evacuation plan ahead of time;

THEREFORE, the Storey County Board of County Commissioners proclaim the May – October 2022 as the Nevada Wildfire Awareness Campaign, to educate and call for residents of Storey County to work together and be ready for wildfire. This year’s banner theme is: “ **Battle Born. Wildfire Ready.**”

Adopted this **19th** day of **April, 2022**

BOARD OF COUNTY COMMISSIONERS OF STOREY COUNTY

By: _____
Julian “Jay” Carmona, Chairman

ATTEST:

Doreayne Nevin
Interim Storey County Clerk/Treasurer



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 4/19/2022 10:00 AM -
BOCC Meeting

Estimate of Time Required: 15 min.

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and possible approval of letter to the Governor's Office of Economic Development (GOED) supporting shared joint-partnerships with Regional Economic Development Authorities (RDAs) including the Economic Development Authority of Western Nevada (EDAWN) and Northern Nevada Development Authority (NNDA) in Storey County providing for business attraction, support, and retention.
- **Recommended motion:** I (commissioner) motion to approve the enclosed letter to the Governor's Office of Economic Development (GOED) supporting shared joint-partnerships with Regional Economic Development Authorities (RDAs) including Economic Development Authority of Western Nevada (EDAWN) and Northern Nevada Development Authority (NNDA) in Storey County providing for business attraction, support, and retention.
- **Prepared by:** Austin Osborne

Department:

Contact Number: 7758470968

- **Staff Summary:** A 2012 agreement from the Governor's Office of Economic Development (GOED) currently provides overlapping RDA jurisdiction between EDAWN and NNDA in Storey County, and both EDAWN and NNDA have successfully recruited and supported companies in the county and within the Tahoe-Reno Industrial Center. This shared jurisdiction maximizes unique backgrounds, connections, and skillsets of each entity. Storey County has supported this regional approach to economic development and business retention as it best benefits the county and the northern Nevada region. This letter expresses the county's support for this method of regional economic development.
- **Supporting Materials:** See attached
- **Fiscal Impact:** 0
- **Legal review required:** False
- **Reviewed by:**

____ Department Head

Department Name:

_____ County Manager

Other Agency Review: _____

- **Board Action:**

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



STOREY COUNTY COMMISSIONERS' OFFICE

Storey County Courthouse
26 South "B" Street
P.O. Box 176 Virginia City, Nevada 89440
Phone: 775.847.0968 - Fax: 775.847.0949
commissioners@storeycounty.org

Jay Carmona, Chair
Clay Mitchell, Vice-Chair
Lance Gilman, Commissioner

April 8, 2022

Governor's Office of Economic Development
555 E. Washington Ave., Suite 5400
Las Vegas, Nevada 89101

Attn: GOED

Re: Storey County RDA Regional Model Support

Director Brown:

Storey County respectfully requests that the interlocal agreement between Storey County, Economic Development Authority of Western Nevada (EDAWN), and Northern Nevada Development Authority (NNDA) remain unchanged or be amended to clarify that EDAWN and NNDA both have shared joint-project jurisdiction to perform economic development activities throughout Storey County.

The 2012 interlocal agreement currently provides overlapping EDA jurisdiction between EDAWN and NNDA in Storey County [Sec. 2(a)], and both RDAs have successfully recruited and supported companies in the county and within the Tahoe-Reno Industrial Center. This shared jurisdiction maximizes unique backgrounds, connections, and skillsets of each entity, the same model in the interlocal agreement that has proven successful for the City of Fernley.

If a business chooses one RDA to represent their interest over another in Storey County, the chosen RDA should be the lead on that project, and the second RDA should be allowed to provide support for the project if desired by the business.

We appreciate our strong relationship with EDAWN and NNDA. Straddling the Interstate-80 and Highway 50 corridors, and always coordinated with Quad-County (Lyon, Carson, Douglas, and Storey) and Reno/Sparks MSA agencies on matters of regional importance, Storey County finds the blended partnership with both RDAs the best way to recruit and retain companies, and to provide needed services to our workforce, businesses, and residents.

Thank you for your consideration in our request to leave the interlocal agreement between Storey County and its current RDAs unchanged, or to amend the agreement to provide clearer understanding of the joint-project RDA jurisdiction of EDAWN and NNDA throughout Storey County.

Please do not hesitate to reach us anytime with question.

Respectfully,

Jay Carmona
Commission Chair

Clay Mitchell
Commission Vice-Chair

Lance Gilman
Commissioner

C.c.: Honorable Governor Steve Sisolak
EDAWN President and CEO Mike Kazmierski
NNDA Executive Director Jeff Sutich



Storey County Board of County Commissioners

Agenda Action Report

Meeting date: 4/19/2022 10:00 AM -
BOCC Meeting

Estimate of Time Required: 15 min

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and possible approval of bid for the 1705 Peru Re-Roof project and to authorize the county manager to execute a contract for the work with the winning contractor in accordance with staff recommendations.
- **Recommended motion:** I, [commissioner] move to accept the bid from [contractor] in the amount of [base bid amount] for the roof repair and re-roofing of the TRI Government Center at 1705 Peru Drive, McCarran NV 89437
- **Prepared by:** Mike Northan

Department:

Contact Number: 775 335 6991

- **Staff Summary:** 1705 Peru Roof Replacement
- 22-03
- PWP # ST-2022-224
-
- Storey County accepted sealed bids for the above referenced project "1705 Peru Roof Replacement" until April 12, 2022, at 2:00 PM (14:00 hours) local time.
-
- Project Location: T.R.I. Government Center
- 1705 Peru Drive
- McCarran NV
-
- Bid results were as follows:
-
- Bidder Bid Amount
-
- CTR Roofing \$378,000.00
-
- Roof Crafters \$415,000.00
-
- D&D Roofing \$333,000.00
-
- State Roofing Systems \$347,972.00
-

- The apparent low bidder is D&D Roofing. All required documentation was provided in their submittal. D&D roofing also submitted a certificate of eligibility for bidder's preference as issued by the State Contractor's Licensing Board. Even without the 5% advantage this provides, D&D has the best price, is qualified, and therefore is deemed "best" bid per NRS 338.1389.
-
- The bid is below the funded amount in the CIP plan for FY 23.
-
- Staff recommends that the contract be awarded to D&D roofing for the re-roof project at 1705 Peru Drive in the amount of \$333,000.00.
-
- In accordance with Comptroller recommendations, staff recommends that the County Manager be authorized to execute a contract with D&D Roofing for an amount not to exceed \$345,000.00
-
- Proposed language: I, [commissioner], move to authorize the County Manager to execute a contract with D&D Roofing for the re-roof project at 1705 Peru Drive, McCarran NV 89437 for an amount not to exceed \$345,000.00.

- **Supporting Materials:** See attached

- **Fiscal Impact:**

- **Legal review required:** False

- **Reviewed by:**

_____ Department Head

Department Name:

_____ County Manager

Other Agency Review: _____

- **Board Action:**

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



STOREY COUNTY PUBLIC WORKS

100 Toll Road
P.O. Box 435 Virginia City, Nevada 89440
Phone (775) 847-0958 Fax (775) 847-0947
mnorthan@storeycounty.org

STAFF REPORT

1705 Peru Roof Replacement
22-03
PWP # ST-2022-224

Storey County accepted sealed bids for the above referenced project "1705 Peru Roof Replacement" **until April 12, 2022, at 2:00 PM (14:00 hours) local time.**

Project Location: T.R.I. Government Center
1705 Peru Drive
McCarran NV

Bid results were as follows:

Bidder	Bid Amount
CTR Roofing	\$378,000.00
Roof Crafters	\$415,000.00
D&D Roofing	\$333,000.00
State Roofing Systems	\$347,972.00

The apparent low bidder is D&D Roofing. All required documentation was provided in their submittal. D&D roofing also submitted a certificate of eligibility for bidder's preference as issued by the State Contractor's Licensing Board. Even without the 5% advantage this provides, D&D has the best price, is qualified, and therefore is deemed "best" bid per NRS 338.1389.

The bid is below the funded amount in the CIP plan for FY 23.

Staff recommends that the contract be awarded to D&D roofing for the re-roof project at 1705 Peru Drive in the amount of \$333,000.00.

In accordance with Comptroller recommendations, staff recommends that the County Manager be authorized to execute a contract with D&D Roofing for an amount not to exceed \$345,000.00

Proposed language: I, [commissioner], move to authorize the County Manager to execute a contract with D&D Roofing for the re-roof project at 1705 Peru Drive, McCarran NV 89437 for an amount not to exceed \$345,000.00.



STOREY COUNTY PUBLIC WORKS

100 Toll Road
P.O. Box 435 Virginia City, Nevada 89440
Phone (775) 847-0958 Fax (775) 847-0947
mnorthan@storeycounty.org

BID RESULTS

1705 Peru Roof Replacement
22-03
PWP # ST-2022-224

To Whom It May Concern:

Storey County accepted sealed bids for the above referenced project "1705 Peru Roof Replacement" **until April 12, 2022, at 2:00 PM (14:00 hours) local time.**

Project Location: T.R.I. Government Center
1705 Peru Drive
McCarran NV

Bid results were as follows:

Bidder	Bid Amount
CTR Roofing	\$378,000.00
Roof Crafters	\$415,000.00
D&D Roofing	\$333,000.00
State Roofing Systems	\$347,972.00

The apparent low bidder is D&D Roofing. All bids will be considered and all submitted documents will be vetted. A staff report will be sent to the Storey County Board of Commissioners for their consideration of award of bid at their next meeting on April 19th, 2022.

Storey County would like to thank all bidders for their efforts and for their interest in our project.

Storey County Project Coordinator
Mike Northan
mnorthan@storeycounty.org
(775) 335 6991



STOREY COUNTY PUBLIC WORKS

100 Toll Road

P.O. Box 435 Virginia City, Nevada 89440

Phone (775) 847-0958 Fax (775) 847-0947

mnorthan@storeycounty.org

BID RESULTS

1705 Peru Roof Replacement

22-03

PWP # ST-2022-224

To Whom It May Concern:

Storey County accepted sealed bids for the above referenced project "1705 Peru Roof Replacement" until **April 12, 2022, at 2:00 PM (14:00 hours) local time.**

Project Location: T.R.I. Government Center
1705 Peru Drive
McCarran NV

Bid results were as follows:

Bidder	Bid Amount
CTR Roofing	\$378,000.00
Roof Crafters	\$415,000.00
D&D Roofing	\$333,000.00
State Roofing Systems	\$347,972.00

The apparent low bidder is D&D Roofing. All bids will be considered, and all submitted documents will be vetted. A staff report will be sent to the Storey County Board of Commissioners for their consideration of award of bid at their next meeting on April 19th, 2022.

Storey County would like to thank all bidders for their efforts and for their interest in our project.

Storey County Project Coordinator
Mike Northan
mnorthan@storeycounty.org
(775) 335 6991



**Storey County Board of County
Commissioners
Agenda Action Report**

**Meeting date: 4/19/2022 10:00 AM -
BOCC Meeting**

Estimate of Time Required: 20 min

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and possible approval to Authorize the county manager to execute an agreement with Reno Tahoe Geo Associates, Inc. for engineering construction services for the Lockwood Tower Road and Retaining Wall Repair project for an amount not to exceed \$7,400.00 on a time and materials basis.
- **Recommended motion:** I [commissioner] move to authorize the county manager to execute an agreement with Reno Tahoe Geo Associates, Inc. for engineering construction services for the Lockwood Tower Road and Retaining Wall Repair project for an amount not to exceed \$7,400.00 on a time and materials basis.
- **Prepared by:** Mike Northan

Department:

Contact Number: 7753356991

- **Staff Summary:** This project uses a design that was produced by Reno Tahoe Geo Associates for another entity (Lockwood Community Corporation). When Storey County inherited this project, there was no agreement in place between the county and the engineer for these services. In a project of this type, engineering support is very important to a successful project.
- **Supporting Materials:** See attached
- **Fiscal Impact:** \$7400
- **Legal review required:** TRUE
- **Reviewed by:**

____ Department Head

Department Name:

____ County Manager

Other Agency Review: _____

- **Board Action:**

☐ Approved

☐ Approved with Modification

<input type="checkbox"/> Denied	<input type="checkbox"/> Continued
---------------------------------	------------------------------------



P.O. Box 18449
Reno, Nevada 89511
(775) 853-9100

AUTHORIZATION FOR PROFESSIONAL SERVICES

Date April 11, 2022 File No. M22.096/1882.002

LOCKWOOD COMMUNITY CORPORATION, hereinafter "CLIENT", a(n) CORPORATION, does hereby authorize RENO TAHOE GEO ASSOCIATES, INC. hereinafter "CONSULTANT", a corporation organized and existing under the laws of the State of Nevada, to perform the services set forth below, subject to the Terms and Conditions set forth below.

A. CLIENT INFORMATION:

Name Lockwood Community Corporation Phone _____
Mailing Address P.O. Box 435 City Virginia City State NV Zip 89440
Representative Mike Northan Phone _____
Email mnorthan@storeycounty.org
Owner(s) of Property Involved SAME

B. PROJECT DESCRIPTION:

Project Name 401 Canyon Way Project
Client PO No. N/A Location Lockwood, Storey County, Nevada
Description of Consultant's Service(s) ("Proposal"): provide consultation and construction support including material testing services as referenced in proposal letter dated April 11, 2022.
Estimated Completion Date: based on construction schedule and as requested by client.

C. COMPENSATION:

1. Based on the services set forth in the Proposal, CONSULTANT'S fee is estimated to be: \$7,400.00. This is an estimate only and actual fees will be based on time and materials actually incurred by CONSULTANT in performing its services, which shall be billed at the CONSULTANT'S current fee schedule. Changes or revisions to the Project, or CONSULTANT'S services, including changes or modifications, plan comments, or request for re-engineering by any governing entity, contractor, or CLIENT, may cause the estimated fee to be exceeded.
2. Basis of CONSULTANT'S fee: (check all that apply)
☐ Lump Sum with Progress Payments (schedule attached)
☒ Time and Materials in accordance with the current fee schedule
☐ Other (description) _____
3. CLIENT shall pay a retainage fee of \$0.00, which fee shall be paid in full prior to commencement of the work herein contemplated. Said fee shall be applied to CLIENT'S final payment for the services provided under this agreement.

D. CLIENT has read and understood the Terms and Conditions set forth below and agrees that such Terms and Conditions are hereby incorporated into and made a part of this agreement.

E. Having read, understood, and agreed to the foregoing, CLIENT and CONSULTANT, by and through their authorized representatives, have subscribed their names hereon effective 11 April 2022.

CLIENT, STOREY COUNTY

CONSULTANT, RENO TAHOE GEO ASSOCIATES, INC.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

By: Jonathan W. Pease, PhD, PE, GE

Title: Principal Engineer

Date: _____

TERMS AND CONDITIONS

- 1. FEE SCHEDULE.** The rates charged for services are based on the current CONSULTANT'S fee schedule, which is modified periodically.
- 2. REIMBURSABLE EXPENSES.** Reimbursable expenses are expenditures made by the CONSULTANT, its employees or consultants in the interest of or relating to the Project, including, but not limited to: transportation, subsistence, and lodging; long distance telephone charges; messenger or overnight mail services; fax charges; field office expenses; approval fees; copy charges; postage; document preparation fees; computer costs; and, when authorized in advance by CLIENT, overtime charges and expenses for preparation of perspectives, renderings, or models.
- 3. INVOICING PROCEDURE.** CLIENT will be invoiced at regular billing intervals, such intervals to be not less than one (1) month in length. Payment of an invoice in full must be received by CONSULTANT WITHIN fifteen (15) calendar days of the date of such invoice.
- 4. EFFECT OF NOTICE.** The work performed shall be deemed approved and accepted by CLIENT unless CONSULTANT receives a written objection from CLIENT within fifteen (15) calendar days of invoice date specifically stating in detail the work disputed by CLIENT and the invoice amount in dispute. CLIENT shall timely pay all undisputed amounts.
- 5. INTEREST; SUSPENSION OF WORK.** Failure of CLIENT to submit full payment of an invoice so that it is received by CONSULTANT within said fifteen (15) calendar days after the date thereof subjects the amount overdue to a delinquent account interest rate of two percent (2%) per month, compounded monthly. Failure of CLIENT to submit full payment of an invoice within thirty (30) calendar days of the date thereof subjects this agreement and the work herein contemplated to suspension or termination at CONSULTANT'S discretion.
- 6. ADVANCE PAYMENT; WITHHOLDING OF PROFESSIONAL SERVICES AND INSTRUMENTS OF SERVICE.** CONSULTANT reserves the right to require payment in advance for work estimated to be done during a given billing interval. CONSULTANT reserves the right to withhold any services and instruments of service pending payment in full of CLIENT'S outstanding indebtedness or advance payment of CONSULTANT. The decision to withhold services and instruments of service or require advance payment is solely within CONSULTANT'S discretion and shall not result in any liability to CLIENT for any reason.
- 7. ADDITIONAL SERVICES.** Services which are not expressly included in the description set forth above, as determined by CONSULTANT, are not covered by this agreement. Adjustments to this agreement for additional services shall be requested in writing signed by CLIENT.
- 8. CHANGED CIRCUMSTANCES.** CONSULTANT shall notify CLIENT of a change in circumstances, which materially affects CONSULTANT'S ability to perform or materially increases costs, and the estimated fee shall be renegotiated. If an amended agreement cannot be reached, then CONSULTANT may terminate this agreement and may be paid pursuant to paragraph 13 herein.
- 9. AMENDMENTS.** This Agreement may be otherwise amended only by a written instrument, signed by both CLIENT and CONSULTANT, which expressly refers to this Agreement.
- 10. DEFAULT.** This Agreement may be terminated by either party upon ten (10) calendar days written notice, should the other party fail substantially to perform in accordance with this Agreement through no fault of the party initiating the termination. A suspension of CONSULTANT'S work for more than sixty (60) calendar days may be considered a default of CLIENT'S obligations hereunder.
- 11. DELAYS.** In the event of construction or other delays, not caused by CONSULTANT, the time for completion shall be adjusted appropriately and CONSULTANT shall be equitably compensated for any additional fees and costs incurred by the reason of the delay.
- 12. TERMINATION.** This Agreement may be terminated by CLIENT upon at least ten (10) calendar days written notice to CONSULTANT in the event that the Project is permanently abandoned. The CONSULTANT may terminate this agreement upon seven (7) calendar days written notice to CLIENT should CLIENT fail to perform in accordance with this agreement and through no fault of CONSULTANT.
- 13. TERMINATION ADJUSTMENT; PAYMENT.** If this Agreement is terminated through no fault of the CONSULTANT, CONSULTANT shall be paid for services performed to the termination notice date, including Reimbursable Expenses due, plus a Termination Adjustment equaling fifteen percent (15%) of the estimated fee remaining to be earned at the time of termination to account for the CONSULTANT'S rescheduling adjustment, reassigning of personnel, and related costs incurred due to termination.
- 14(a) LIMITATION OF LIABILITY OF CONSULTANT.** CLIENT AGREES TO LIMIT THE LIABILITY OF CONSULTANT TO CLIENT FOR ANY AND ALL CLAIMS, LOSSES, COSTS, DAMAGES OF ANY NATURE WHATSOEVER RESULTING FROM ANY CAUSE OR CAUSES INCLUDING NEGLIGENT PROFESSIONAL ACTS, ERRORS, OR OMISSIONS OF CONSULTANT AND ITS AGENTS, EMPLOYEES OR SUBCONSULTANTS, SO THAT THE TOTAL AGGREGATE LIABILITY OF CONSULTANT, AND ITS AGENTS, EMPLOYEES OR SUBCONSULTANTS, SHALL NOT EXCEED \$50,000.00, OR CONSULTANT'S TOTAL FEE FOR SERVICES RENDERED ON THE PROJECT, WHICHEVER IS GREATER
- 14(b) LIMITATION OF LIABILITY OF CLIENT.** CLIENT IS A POLITICAL SUBDIVISION OF THE STATE OF NEVADA AND ENTITLED TO THE LIMITATIONS ON LIABILITY SET FORTH IN NRS CHAPTER 41. CLIENT INTENDS TO ASSERT THOSE LIMITATIONS AND WILL NOT WAIVE THEM. AS TO ANY AND ALL CLAIMS, LOSSES, COSTS DAMAGES OF ANY NATURE WHATSOEVER NOT COVERED BY NRS CHAPTER 41, CONSULTANT AGREES TO LIMIT THE LIABILITY OF CLIENT SO THAT THE TOTAL AGGREGATE LIABILITY SHALL NOT EXCEED \$50,000.00.
- 15(a) INDEMNIFICATION BY CLIENT.** The CLIENT agrees, to the fullest extent permitted by law, to immediately defend, indemnify and hold the CONSULTANT harmless from any claim, liabilities, damages, cause of actions or cost (including reasonable attorneys' fees and costs of defense) arising out of or relating to CLIENT'S negligent acts, errors, or omissions. In each of the foregoing, CLIENT'S duty to defend shall arise immediately upon assertion of liability or a claim being asserted against CONSULTANT regardless of any eventual finding of fault, liability, or negligence of CLIENT. The duty to defend shall only arise after written notification to Client of the assertion of a claim covered by this indemnification provision against CONSULTANT.

15(b) INDEMNIFICATION BY CONSULTANT. CONSULTANT agrees, to the fullest extent permitted by law, to immediately defend, indemnify and hold CLIENT harmless from any claim, liabilities, damages, causes of action or costs (including reasonable attorney's fees and costs of defense) arising out of or relating to CONSULTANT'S negligent acts, errors, or omissions. In each of the foregoing, CONSULTANT'S duty to defend shall arise immediately upon assertion of liability or a claim being asserted against CLIENT regardless of any eventual finding of fault, liability, or negligence of CONSULTANT. The duty to defend shall only arise after written notification to CONSULTANT of the assertion of a claim covered by this indemnification provision against CLIENT.

16. STANDARD OF CARE. CONSULTANT'S findings, recommendations, specifications, or professional advice provided will be promulgated and prepared in accordance with the local standards of the engineering and surveying professions in effect at the time the work is performed.

17. CONSTRUCTION OBSERVATION SERVICES. Recommendations are based upon the assumption that sufficient inspection and material testing will be provided during all phases of construction. During construction, the CONSULTANT should be retained to inspect and test all site preparation, grading, fill placement, foundation preparation, underground utilities, and pavement. CONSULTANT'S construction observation services shall be limited to observation of construction operations to provide CLIENT with an understanding of the general nature, progress and quality of the work based upon applicable standards of practice. Unless otherwise agreed in writing, or unless consistent with the standard of care, CONSULTANT shall not be responsible for continuous or exhaustive inspection of the work. In no event shall CONSULTANT be responsible for the means and methods of construction or for the safety procedures employed by the contractor.

18. CERTIFICATION SERVICES. CONSULTANT shall sign certifications only if CONSULTANT approves the form of such certification prior to the commencement of services, and provided such certification is limited to a statement of professional opinion and does not constitute a warranty or guarantee, express or implied.

19. SITE ACCESS. CLIENT shall secure the permission necessary to allow CONSULTANT'S personnel and equipment access to the project site at no cost to CONSULTANT. While CONSULTANT will take all reasonable precautions to minimize any damages to the property, it is understood by the CLIENT that in the normal course of work some damage may occur, the correction of which is not part of this Agreement.

20. WORK NOT PERFORMED BY CONSULTANT. CONSULTANT is not responsible for the completion or quality of work, which is dependent upon or performed by the CLIENT or third parties not under the direct control of CONSULTANT, nor is CONSULTANT responsible for their acts or omissions or for any damages resulting therefrom.

21. CHANGE OR MODIFICATION. Neither CLIENT nor any other person is authorized to change or modify CONSULTANT'S work without CONSULTANT'S written authorization. CLIENT releases CONSULTANT from liability and agrees to defend, indemnify, and hold harmless CONSULTANT from any and all liability or damages arising, in whole or in part, from such unauthorized changes or modifications.

22. INSURANCE. CONSULTANT is protected by Worker's Compensation Insurance, General Liability Insurance, Professional Liability Insurance, and Automobile Liability Insurance for bodily injury and property damage and will furnish evidence thereof upon request.

23. SAMPLES NOT RETAINED. Samples obtained for the project will be discarded upon completion of testing, and portions of samples not tested or unused shall be preserved for not longer than thirty (30) calendar days after the issue of any document that includes data obtained from the tested portion of such samples, unless otherwise agreed in writing. All samples shall remain property of the CLIENT and CLIENT shall be responsible for the removal and lawful disposal of any hazardous material.

24. ASSIGNMENT; SUBCONTRACTING. Neither CLIENT nor CONSULTANT shall assign its interest in this agreement without the written consent of the other: CONSULTANT may subcontract any portion of the work to be performed without such consent.

25. OWNERSHIP OF DOCUMENTS. All tracings, survey notes and other documents as instruments of service are and shall remain the property of CONSULTANT. Use of CONSULTANT'S instruments of service on other projects without CONSULTANT'S prior written consent is prohibited; however, if used, shall be at CLIENT'S sole risk.

26. FORCE MAJEURE AND DELAYS. The Client agrees that the Consultant is not responsible for damages arising directly or indirectly from any delays for causes beyond the Consultant's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war, epidemic, or other emergencies; failure of any government agency to act in timely manner; failure of performance by the Client or the Client's contractors or consultants; or discovery of any hazardous substances or differing site conditions. The occurrence of any such event shall suspend the obligations of CONSULTANT as long as performance is delayed or prevented thereby, and the fees due hereunder for all work performed shall be immediately due and owing. In addition, if the delays resulting from any such causes increase the cost or time required by the Consultant to perform its services in an orderly and efficient manner, the Consultant shall be entitled to a reasonable adjustment in schedule and compensation.

27. GOVERNING LAW, FORUM SELECTION, AND TIME TO COMMENCE AN ACTION. This Agreement shall be governed by the laws of the State of Nevada. In an effort to resolve any conflict arising out of or relating to this contract, the work performed hereunder, or the breach thereof, the parties agree to submit all disputes or controversies to nonbinding mediation to try in good faith to settle the dispute before resorting to arbitration, litigation, or some other dispute resolution technique, unless the parties mutually agree otherwise. In the event that litigation is instituted by the CLIENT against CONSULTANT, the CLIENT agrees that such litigation must be commenced within one (1) year from completion of CONSULTANT'S scope of work under this Agreement, or upon termination of CONSULTANT'S work, whichever is earlier. The CLIENT agrees that such litigation must be brought and tried in the judicial jurisdiction of the courts of the County of Washoe, State of Nevada. The parties hereto agree to waive the right to have the suit brought, or tried in, or removed to, any other county or judicial jurisdiction, except for actions, which are required by statute to be brought in a specific venue, such as enforcement of mechanic's liens. CONSULTANT and CLIENT agree to submit to personal jurisdiction in the courts of the County of Washoe.

28. MERGER; WAIVER; SURVIVAL. This Agreement, and the proposal set forth in a letter dated April 6, 2022 from John Pease and incorporated herein constitutes the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, and/or agreement, written or oral. One or more waivers of any term, condition, or other provision of this agreement by either party shall not be constructed as a waiver of all subsequent breaches of the same or any other provisions. Any provision which is legally deemed void or unenforceable shall not void this entire agreement and all remaining

provisions shall survive and be enforceable. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of CLIENT and CONSULTANT.

29. PROPOSALS. The CLIENT acknowledges and agrees to be bound by all terms and conditions, which may exist in any bid, proposal, or other similar document prepared in regard to the project reference above.

30. EJCDC DOCUMENT C-522. Storey County and MKD Construction Inc. have entered into a contract for construction of a small project pursuant to EJCDC Document C-522 which has previously been provided to CONSULTANT. While Reno Tahoe Geo Associates Inc. is not a party to that contract it does set out certain obligations of the engineer and provides certain authorities to the engineer. The provisions of that contract setting out the obligations and authorities of the engineer are acceptable to CONSULTANT as the provider of engineering services



**Storey County Board of County
Commissioners
Agenda Action Report**

Meeting date: 4/19/2022 10:00 AM -
BOCC Meeting

Estimate of Time Required: 15 minutes

Agenda Item Type: Discussion/Possible Action

- **Title:** 3rd Quarter 2021-2022 474 Fire District Fiscal Year Budget vs Actuals review
- **Recommended motion:** Discussion ONLY
- **Prepared by:** Jennifer McCain

Department:

Contact Number: 7758471133

- **Staff Summary:** The Fire District has expenses trending in conservative direction with 75% of the FY past the general fund has approximately 28% available budget. The collected revenues are at approximately 90%.
- **Supporting Materials:** See attached
- **Fiscal Impact:** No
- **Legal review required:** False
- **Reviewed by:**

_____ Department Head

Department Name:

_____ County Manager

Other Agency Review: _____

- **Board Action:**

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

Comptroller Notes – FIRE 3rd Quarter Finance Review 4/19/22

Fire General Fund

Revenues

With 75% of the year behind us for the Fire District budget, The Fire General Fund has collected approximately 102% of the budgeted revenue without the transfer in from Mutual Aid. Ad Valorem and Intergov Funding lead with roughly 118% and 126% collected.

Expenses

The Fire District General Fund has approximately 28% of budgeted expenses available. is includes onetime annual transfers and expenses. As the year continues these amounts will continue distribute across the year. In each object classification the usage is at or below the anticipated 25%.

Mutual Aide is a fund that tracks expenses for out of district fires and the revenues to recoup those costs. Currently, without the interfund transfers the expenses are at approximately 78% of the budget. And revenues are at 90% collected.

Grant Fund This fund was set up to track the NV Energy grant and others. Currently, this tracking is working well, and have collected approximately \$140k more than we have spent.



STOREY COUNTY

Budget Report

Group Summary

For Fiscal: 2021-2022 Period Ending: 03/31/2022

RevRptGrou...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 250 - FIRE DISTRICT 474						
31 - AD VALOREM	3,407,219.00	3,407,219.00	-1,417.18	3,482,540.77	75,321.77	2.21 %
33 - INTERGOVERNMENTAL FUNDING	1,261,115.25	1,261,115.25	113,025.73	1,595,433.81	334,318.56	26.51 %
34 - CHARGES FOR SERVICES	2,564,151.00	2,564,151.00	29,853.76	1,885,785.51	-678,365.49	26.46 %
36 - MISCELLANEOUS REVENUE	61,300.00	61,300.00	10,674.12	90,992.00	29,692.00	48.44 %
37 - INTERFUND TRANSFER	500,000.00	500,000.00	0.00	500,000.00	0.00	0.00 %
Fund: 250 - FIRE DISTRICT 474 Total:	7,793,785.25	7,793,785.25	152,136.43	7,554,752.09	-239,033.16	3.07 %
Fund: 260 - FIRE EMERGENCY						
37 - INTERFUND TRANSFER	42,859.17	42,859.17	0.00	42,859.17	0.00	0.00 %
Fund: 260 - FIRE EMERGENCY Total:	42,859.17	42,859.17	0.00	42,859.17	0.00	0.00 %
Fund: 270 - FIRE MUTUAL AID						
34 - CHARGES FOR SERVICES	485,600.00	485,600.00	153,042.42	380,697.23	-104,902.77	21.60 %
Fund: 270 - FIRE MUTUAL AID Total:	485,600.00	485,600.00	153,042.42	380,697.23	-104,902.77	21.60 %
Fund: 280 - FIRE CAPITAL PROJECTS						
36 - MISCELLANEOUS REVENUE	12,500.00	12,500.00	0.00	6,021.90	-6,478.10	51.82 %
37 - INTERFUND TRANSFER	407,140.83	407,140.83	0.00	407,140.83	0.00	0.00 %
Fund: 280 - FIRE CAPITAL PROJECTS Total:	419,640.83	419,640.83	0.00	413,162.73	-6,478.10	1.54 %
Fund: 290 - FIRE GRANTS						
33 - INTERGOVERNMENTAL FUNDING	629,464.67	629,464.67	0.00	65,633.22	-563,831.45	89.57 %
36 - MISCELLANEOUS REVENUE	883,457.00	883,457.00	140,357.04	927,634.58	44,177.58	5.00 %
37 - INTERFUND TRANSFER	50,000.00	50,000.00	0.00	50,000.00	0.00	0.00 %
Fund: 290 - FIRE GRANTS Total:	1,562,921.67	1,562,921.67	140,357.04	1,043,267.80	-519,653.87	33.25 %
Report Total:	10,304,806.92	10,304,806.92	445,535.89	9,434,739.02	-870,067.90	8.44 %



STOREY COUNTY

Budget Report

Group Summary

For Fiscal: 2021-2022 Period Ending: 03/31/2022

ExpRptGroup...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Department: 250 - FIRE DISTRICT 474						
510 - SALARY DIRECT EXPENSE	4,022,653.00	4,022,653.00	299,797.68	3,005,919.17	1,016,733.83	25.28 %
520 - FRINGE BENEFITS	2,116,283.00	2,116,283.00	213,894.77	1,517,025.98	599,257.02	28.32 %
530 - OPERATIONAL EXPENSES	597,280.32	597,280.32	28,878.75	302,821.90	294,458.42	49.30 %
540 - GENERAL GOVERNMENT	123,359.44	123,359.44	7,127.33	68,282.61	55,076.83	44.65 %
560 - MISCELLANEOUS	78,000.00	78,000.00	0.00	75,454.23	2,545.77	3.26 %
570 - OTHER FINANCING SOURCES	1,134,603.00	1,134,603.00	0.00	818,855.00	315,748.00	27.83 %
640 - 640	44,537.50	44,537.50	0.00	51,591.11	-7,053.61	-15.84 %
Department: 250 - FIRE DISTRICT 474 Total:	8,116,716.26	8,116,716.26	549,698.53	5,839,950.00	2,276,766.26	28.05 %
Department: 260 - FIRE EMERGENCY						
530 - OPERATIONAL EXPENSES	250,000.00	250,000.00	0.00	0.00	250,000.00	100.00 %
Department: 260 - FIRE EMERGENCY Total:	250,000.00	250,000.00	0.00	0.00	250,000.00	100.00 %
Department: 270 - MUTUAL AID						
510 - SALARY DIRECT EXPENSE	345,000.00	345,000.00	0.00	251,726.21	93,273.79	27.04 %
520 - FRINGE BENEFITS	30,300.00	30,300.00	0.00	69,169.69	-38,869.69	-128.28 %
530 - OPERATIONAL EXPENSES	73,300.00	73,300.00	744.10	39,960.18	33,339.82	45.48 %
540 - GENERAL GOVERNMENT	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00 %
570 - OTHER FINANCING SOURCES	500,000.00	500,000.00	0.00	500,000.00	0.00	0.00 %
640 - 640	34,500.00	34,500.00	0.00	17,574.25	16,925.75	49.06 %
Department: 270 - MUTUAL AID Total:	985,600.00	985,600.00	744.10	878,430.33	107,169.67	10.87 %
Department: 280 - FIRE CAPITAL PROJECTS						
640 - 640	366,513.50	366,513.50	0.00	89,687.61	276,825.89	75.53 %
Department: 280 - FIRE CAPITAL PROJECTS Total:	366,513.50	366,513.50	0.00	89,687.61	276,825.89	75.53 %
Department: 290 - FIRE GRANTS						
510 - SALARY DIRECT EXPENSE	273,722.00	273,722.00	30,298.98	224,605.62	49,116.38	17.94 %
520 - FRINGE BENEFITS	166,511.00	166,511.00	21,372.14	138,681.00	27,830.00	16.71 %
530 - OPERATIONAL EXPENSES	1,054,187.90	1,054,187.90	6,322.73	244,312.08	809,875.82	76.82 %
640 - 640	0.00	0.00	0.00	244,067.10	-244,067.10	0.00 %
Department: 290 - FIRE GRANTS Total:	1,494,420.90	1,494,420.90	57,993.85	851,665.80	642,755.10	43.01 %
Report Total:	11,213,250.66	11,213,250.66	608,436.48	7,659,733.74	3,553,516.92	31.69 %



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 4/19/2022 10:00 AM -
BOCC Meeting

Estimate of Time Required: 10 Minutes

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and possible approval of a Memorandum of Understanding between the Storey County Fire Protection District and Storey County Fire Fighters' Association Local 4227 as it pertains to Article 25, Benefits Insurance within the 2019-2023 Collective Bargaining Agreement.
- **Recommended motion:** I (Fire Commissioner) move to approve the Memorandum of Understanding with the Storey County Fire Fighters' Association Local 4227 outlining changes in regard to Article 25, Benefits Insurance in the 2019-2023 Collective Bargaining Agreement.
- **Prepared by:** AGENDA_SUBMITTER

Department:

Contact Number: 775-847-0954

- **Staff Summary:** The District is requesting approval of the Memorandum of Understanding with the Storey County Fire Fighters' Association Local 4227 within the 2019-2023 Collective Bargaining Agreement. The agreement provides for District contribution toward employee dependent health coverage; the ability for employees to cash out sick leave, with limitations, in order to fund their HSA; and a paid subscription for air ambulance service.
- **Supporting Materials:** See attached
- **Fiscal Impact:** N/A
- **Legal review required:** False
- **Reviewed by:**
____ Department Head
____ County Manager
- **Board Action:**

Department Name:

Other Agency Review: _____

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



Storey County Board of Fire Commissioners Agenda Action Report

Meeting date: 4/19/2022

Estimate of time required: 10 Minutes

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

1. **Title:** Consideration and possible approval of a Memorandum of Understanding between the Storey County Fire Protection District and Storey County Fire Fighters' Association Local 4227 as it pertains to Article 25, Benefits Insurance within the 2019-2023 Collective Bargaining Agreement.

2. **Recommended motion:** I (Fire Commissioner) move to approve the Memorandum of Understanding with the Storey County Fire Fighters' Association Local 4227 outlining changes in regard to Article 25, Benefits Insurance in the 2019-2023 Collective Bargaining Agreement.

3. **Prepared by:** Jeremy Loncar

4. **Department:** Fire

Telephone: 847-0954

5. **Staff summary:** The District is requesting approval of the Memorandum of Understanding with the Storey County Fire Fighters' Association Local 4227 within the 2019-2023 Collective Bargaining Agreement. The agreement provides for District contribution toward employee dependent health coverage; the ability for employees to cash out sick leave, with limitations, in order to fund their HSA; and a paid subscription for air ambulance service.

6. **Supporting materials:** See attached

7. **Fiscal impact:**

a. Funds Available: X

Fund:

X Comptroller

8. **Legal review required:**

District Attorney

9. **Reviewed by:**

a. JL Department Head

Department Name: Fire District

b. County Manager

Other agency review:

10. **Board action:**

a. [] Approved

[]

Approved with Modifications

b. [] Denied

[]

Continued

Agenda Item No. 21

**Memorandum of Understanding
between
Storey County Fire Protection District
and the
Storey County Fire Fighters' Association IAFF Local 4227**

April 19, 2022

This Memorandum of Understanding (MOU) is between the Storey County Fire Protection District, a political subdivision of the State of Nevada, and the Storey County Fire Fighters' Association IAFF Local 4227 to amend Article 25, Benefits Insurance. This agreement applies exclusively to the amendments shown herein and shall have no effect on the remaining provisions of the bargaining agreement or its appendices.

ARTICLE 25: BENEFITS INSURANCE

1. Employee eligibility for health insurance benefits shall commence 60 days after hire, and to the first day of the next month.
2. The Employer agrees to pay one hundred percent (100%) of the monthly premiums for health insurance (to include hospitalization, major medical, dental, and vision) for Regular Full- Time Employees. The Employer agrees to pay a prorated percentage of monthly premiums for health insurance based on actual hours scheduled to be worked for Regular Part-Time Employees working at least twenty-one (21) hours but less than thirty (30) hours* per workweek. Employees working 30 hours, or more are eligible for benefits equaling that provided to regular full-time employees. Employer agrees to pay \$40,000 in Life and Accidental Death and Dismemberment (AD&D) for the employee for the term of this Agreement.
 - a. **The federal Affordable Care Act (ACA) requires that employees working an average of 30 or more hours per week be eligible for health benefits coverage.*
3. Employer agrees to pay seventy percent (70 %) of the monthly premiums for health insurance base plan for the Employee's dependents (up to age 26) and seventy percent (70) for the employee's spouse who is not eligible for government-sponsored (e.g., Medicare, Medicaid, Veterans Administration) or employer-sponsored health insurance coverage. If the Employee's spouse is eligible for any other government-sponsored or employer-sponsored health insurance coverage, the Employee may choose to cover his/her spouse on Employer's plan for a charge equal to fifty (50%) percent of the cost of the spouse's coverage. The District agrees to pay one hundred percent (100%) of the cost for dental insurance of the employee's dependents and spouse.
4. Each Employee shall provide on a County-provided affidavit to the HR office annual certification stating whether his/her spouse is eligible for any other government-sponsored or

ARTICLE 25: BENEFITS INSURANCE

1. Employee eligibility for health insurance benefits shall commence 60 days after hire, and to the first day of the next month.
2. The Employer agrees to pay one hundred percent (100%) of the monthly premiums for health insurance (to include hospitalization, major medical, dental, and vision) for Regular Full-Time Employees. The Employer agrees to pay a prorated percentage of monthly premiums for health insurance based on actual hours scheduled to be worked for Regular Part-Time Employees working at least twenty-one (21) hours but less than thirty (30) hours* per workweek. Employees working 30 ~~hour~~hours, or more are eligible for benefits equaling that provided to regular full-time employees. Employer agrees to pay \$40,000 in Life and Accidental Death and Dismemberment (AD&D) for the employee for the term of this Agreement.

**The federal Affordable Care Act (ACA) requires that employees working an average of 30 or more hours per week be eligible for health benefits coverage.*

3. ~~For Employees hired before July 1, 2014, the Employer agrees to pay seventyone hundred percent (70 100%) of the monthly premiums for health insurance base plan for the Employee's dependents (up to age 26) and seventy percent (70) for the employee's spouse and one hundred percent (100%) for the Employee's spouse who is not eligible for government-sponsored (e.g., Medicare, Medicaid, Veterans Administration) or employer-sponsored health insurance coverage. Effective May 1, 2012, if the Employee's spouse is eligible for any other government-sponsored or employer-sponsored health insurance coverage, the Employee may choose to cover his/her spouse on Employer's plan for a charge equal to fifty (50%) percent of the cost of the spouse's coverage. The District agrees to pay one hundred percent (100%) of the cost for dental insurance of the employee's dependents and spouse.~~
 - a. Each Employee shall provide on a County-provided affidavit to the ~~HR~~ Personnel office annual certification stating whether his/her spouse is eligible for any other government-sponsored or employer-sponsored health insurance coverage.
 - b. ~~In the event that the AFSCME Comstock Chapter General Employees' Association or the Storey County Sheriff's Office Employees' Association NAFSA, and/or any other collective bargaining unit recognized by the Employer negotiates a higher level of spousal and/or dependent coverage than is provided in this Article, or that said level of coverage is offered to any employees excluded from coverage by collective bargaining agreement (with exception of those subject to statutory requirements), the Union under this Agreement may negotiate this Article.~~

1. For newly hired Employees hired on or after July 1, 2014, spouses and dependents are not eligible for Employer contributions toward health insurance coverage.

a. For the purposes of this Article, newly hired Employees shall not include any Employee continuously employed by the District or County in any position (including but not limited to any elected, part-time, intermittent, or seasonal positions), whose position becomes, or who moves to a position that is or becomes, eligible for health insurance benefits, any Employee who has had a break in service of no more than 18 months for any reason.

b. In the event that the ALEST-MH Constable Chapter General Employees' Association or the Storey County Sheriff's Office Employees' Association (NAPSA), and/or any other collective bargaining unit recognized by the Employer negotiates a higher level of spousal and/or dependent coverage than is provided in this Article, or that said level of coverage is offered to any employees excluded from coverage by collective bargaining agreement (with exception of those subject to statutory requirements), the Union under this Agreement may negotiate this Article.

As allowed by law and without federal penalties to the employer, an Employee may opt out of Employer-paid health insurance coverage and accordingly may receive fifty percent (50%) of the premium that the Employer would have paid for Employee only base plan coverage. Premium percentage will be paid to the employee via payroll once per month and will be considered taxable income. Any employee opting out of health benefits coverage must complete an employer-provided affidavit stating that the employee and his/her tax-family (e.g., spouse and dependents) will maintain minimum essential health coverage, other than coverage purchased in the individual market and Medicare, as required by the Affordable Care Act. No payment will be made if the Employer has reason to know that Employee or any other member of his/her expected tax family does not have, or will not have, the required alternative coverage. The Employee must also acknowledge that, in the event s/he no longer meet the criteria set forth above, s/he will no longer be eligible for payment from Employer and will immediately notify the a Human Resources office. ~~Failure to notify Human Resources will lead to cost recovery from the employee.~~

6.5 The Employer shall offer Retirees, as defined under NRS Chapter 286, the option to continue coverage as required under NRS Chapter 287. Payment shall be made by the Employer regardless of the insurance provider elected by the Retiree to provide coverage; however, the Employer's responsibility for payment shall be capped at the amount the Employer would be required to pay if the Retiree elected coverage with the insurance provider designated under the Public Employees' Benefits Program (PEBP). Retirees not electing coverage with the insurance provider designated under PEBP shall be responsible for the payment of any excess difference in cost for the coverage elected. Employer contributions to retiree coverage will stop at age 65 or when the Retiree becomes eligible for Medicare Part A and Part B.

7.6 Legal Liability - NRS Chapter 41 shall apply to represented employees, as appropriate.

8. This Article will be reopened for negotiation at the written request of the District or the Union between November 1, 2020 and February 2, 2021, dependent on data being available from subject insurance carriers, brokers, and others involved in providing health insurance services to the District. Regardless, the union and district agree to bargain in good faith. Negotiations shall be exclusive to this Article and shall cause no changes to the remainder of this Agreement. The union and the District agree to bargain in good faith.
7. Employees may elect to cash out up to 56 hours of accrued sick leave annually as a HSA contribution, provided they maintain 240 hours in their sick leave bank. This election takes place twice annually in the second full pay period in June and December. Signed request must be submitted with the employee's time card. Total annual contributions to the HSA cannot exceed limits outlined within law.
8. The District will provide a subscription to an air ambulance service for all district employees at no cost to the employee.



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 4/19/2022 10:00 AM -
BOCC Meeting

Estimate of Time Required: 10 Minutes

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and possible approval of Personnel Policies P 100 Employer Personnel Policies Acknowledgment, P701 Health Insurance Coverage, P702 Life Insurance Coverage, and P704 Retiree Health Benefits for the Storey County Fire Protection District.
- **Recommended motion:** I (Fire Commissioner) move to approve the presented personnel policies P100 Employer Personnel Policies Acknowledgment, P701 Health Insurance Coverage, P702 Life Insurance Coverage, and P704 Retiree Health Benefits for the Storey County Fire Protection District.
- **Prepared by:** AGENDA_SUBMITTER

Department:

Contact Number: 775-847-0954

- **Staff Summary:** The District has been working under the established personnel policies of Storey County and is now creating policies that remain consistent with the County, however, also address specific practices that are unique to the fire service and in line with the CBA with Storey County Firefighters Association Local 4227 Collective Bargaining Agreement. The presented policies will be delivered to the BOFC in multiple stages to allow for review and modification by the board if necessary. Personnel Policies and Administrative Policies shall be approved by the board. Standard Operating Policies and Procedures shall be approved by the Fire Chief.
- **Supporting Materials:** See attached
- **Fiscal Impact:**
- **Legal review required:** False
- **Reviewed by:**

____ Department Head

Department Name:

____ County Manager

Other Agency Review: _____

22

- **Board Action:**

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

**STOREY COUNTY FIRE DISTRICT
POLICIES AND PROCEDURES**

**NUMBER: P704
EFFECTIVE DATE: 4/19/22
AUTHORITY: BOFC
FIRE CHIEF: JL**

SUBJECT: Retiree Health Benefits

1. PURPOSE

This policy is to provide guidelines for administration of the District's retiree health plans. This policy is specifically intended to direct the administration of retiree health plans in a manner that will be of greatest benefit for participants while maintaining efficiency and effectiveness in the provision of such service.

2. POLICY

The Fire Chief and HR Director are responsible for the administration and compliance of all the policies and regulations pertaining to retiree health insurance benefits.

3. DEFINITIONS

1. **Cash Payment:** A retiree, or beneficiary of a retiree, will pay for district retiree health benefits by submitting payment monthly to the HR Director, or designee, as directed. Late payment may result in cancellation of coverage at the discretion of the county HR Director.
2. **District Plans or Program:** Any health plans administered by the District on behalf of retired members.
3. **Continuous Employment:** A period of time where employment status was not interrupted by termination, separation, or layoff.
4. **Day:** A day is defined as a calendar day.
5. **Health Insurance:** Health insurance means insurance coverage for medical, dental, and/or vision consistent with active employee coverage.
6. **Initial Date of Hire:** The first date on which a regular employee in a position which is considered more than half-time (21 hours or more average per week) is employed.
7. **Medicare Eligible:** The point at which the retiree or dependent of the retiree is eligible to enroll in Medicare Part A and Part B; this may be because the retiree has reached age 65 or because s/he has been granted Medicare Part A and Part B due to a disability before reaching age 65. All questions about Medicare should be directed to the Centers for Medicare & Medicaid Service.
8. **Open Enrollment:** A period designated annually by the HR Director during which changes in coverage under district plans may be made by participants. The

retiree must enroll in Medicare Part A and Part B immediately when eligible; failure to do so may cause the district to stop paying its portion of costs.

9. **Participant:** Persons who are eligible to participate in the program:

- a. A retired officer or employee as provided by NRS 287;
- b. A surviving dependent of a deceased retired officer or employee of the district as provided by NRS 287;
- c. A surviving spouse or child of an employee who was killed in the line of duty as provided for in NRS 287.

10. **Plan year:** The period set forth by the Storey County Board of Fire Commissioners in which program benefits and rates are offered for enrollment.

11. **Retired Officer or Employee:** An officer or employee of Storey County Fire Protection District who has as met the requirements to receive, and is receiving any retirement distribution of, benefits from:

- a. The Judges' Retirement System; or
- b. The Public Employees Retirement System (PERS); and
- c. An elected official who has completed the term in which they were duly elected.

12. **Retiree Subsidy:** An amount contributed by the district toward the cost of retiree health insurance premiums purchased through the district. The benefits under this program are determined based upon the rules regarding years of service with the district. The years of service are calculated at the time of service retirement or the date Disability Retirement is granted, and do not change after that date. For retirees meeting the participant guidelines and who retire on or after July 1, 2012, subsidies may not be applied in whole or in part to dependent coverage. District contributions to retiree coverage will stop at age 65 or when the retiree becomes eligible for Medicare Part A and Part B.

4. DISTRICT RESPONSIBILITY

1. **Retiree Subsidy:** The district will pay the same portion of the cost of health benefits coverage that the Nevada State Public Employees' Benefits Program (PEBP) at that time pays for retired persons covered as participants under its state health benefits program. The subsidy is limited to the employee's consecutive years of service with the district; no credit will be given for years of service earned at another public employer. Any remaining balance of the cost of coverage will be cash payment to the district by the retiree or qualified beneficiary.
2. **Billing:** Any remaining balance of the premium not covered by the subsidy will be paid to the district by the retiree or beneficiary. The district may notify the retiree or beneficiary by monthly invoice; however, lack of receipt of invoice does not excuse the retiree from payment.

a. Eligibility

Persons meeting the “participant” guidelines may remain on the district’s retiree health benefits program pursuant to NRS 287.

b. Enrollment

Eligible participants must enroll in the district’s retiree health benefits program within 60 days and pursuant to NRS 287. Lack of enrollment will prohibit participation in the program except as provided by NRS 287.

c. Changes in enrollment

The participant must submit a request in writing if s/he desires to cancel enrollment with the district’s retiree health benefits program. If the eligible participant declines the option to participate at retirement, cancels at any time, or fails to make cash payment (if any), s/he will forfeit enrollment, except as provide by NRS 287.

d. Retiree responsibility

Retiree or qualified beneficiary must remit cash payment (if any) as directed and will notify the HR Director of change of address.

RESPONSIBILITY FOR REVIEW: The Fire Chief and Human Resources Director will review this policy every 5 years or sooner as necessary.



**Storey County Board of County
Commissioners
Agenda Action Report**

Meeting date: 4/19/2022 10:00 AM -
BOCC Meeting

Estimate of Time Required: 10 minutes

Agenda Item Type: Discussion/Possible Action

- **Title:** 3rd Quarter 2021-2022 Storey County Water & Sewer Funds Fiscal Year Budget vs Actuals review
- **Recommended motion:** Discussion ONLY
- **Prepared by:** Jennifer McCain

Department: **Contact Number:** 7758471133

- **Staff Summary:** As of March 31, 2022 we have 75% of the FY behind us, Water & Sewer revenues are above the expected budgeted figures at this point in time. With continued conservative spending the expenses are trending in positive direction as well.
- **Supporting Materials:** See attached
- **Fiscal Impact:** No
- **Legal review required:** False
- **Reviewed by:**

_____ Department Head

Department Name:

_____ County Manager

Other Agency Review: _____

- **Board Action:**

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

Comptroller Notes- 3rd Quarter Water-Sewer Finance Review 4/19/22

Revenues

Overall, the revenues in both Water and Sewer are trending above the 25% expected. Charges for service in Water is at approx. 87% collected. The overall figures are higher because of unbudgeted bond revenue. The Sewer is at 77% in charges for service with an overall percentage being lower due to lower than anticipated interest revenue.

Expenses

Water is trending to be overbudget, while Sewer is trending to be under budget. At the time of submitting this we found a possible distribution error in payroll. I will have an update on this at the meeting.

We continue to keep an eye on both funds to ensure the customer rates are covering operational expenses.



STOREY COUNTY

Budget Report Group Summary

For Fiscal: 2021-2022 Period Ending: 03/31/2022

RevRptGrou...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 090 - WATER SYSTEM						
33 - INTERGOVERNMENTAL FUNDING	0.00	0.00	0.00	354,938.63	354,938.63	0.00 %
34 - CHARGES FOR SERVICES	600,100.00	600,100.00	51,238.50	516,141.67	-83,958.33	13.99 %
36 - MISCELLANEOUS REVENUE	90,000.00	90,000.00	0.00	10,531.30	-79,468.70	88.30 %
Fund: 090 - WATER SYSTEM Total:	690,100.00	690,100.00	51,238.50	881,611.60	191,511.60	27.75 %
Fund: 130 - VIRGINIA/DIVIDE SEWER						
33 - INTERGOVERNMENTAL FUNDING	600,000.00	600,000.00	19,532.00	813,243.38	213,243.38	35.54 %
34 - CHARGES FOR SERVICES	433,900.00	433,900.00	42,316.23	336,832.98	-97,067.02	22.37 %
36 - MISCELLANEOUS REVENUE	26,800.00	26,800.00	0.00	1,681.30	-25,118.70	93.73 %
Fund: 130 - VIRGINIA/DIVIDE SEWER Total:	1,060,700.00	1,060,700.00	61,848.23	1,151,757.66	91,057.66	8.58 %
Report Total:	1,750,800.00	1,750,800.00	113,086.73	2,033,369.26	282,569.26	16.14 %



STOREY COUNTY

Budget Report

Group Summary

For Fiscal: 2021-2022 Period Ending: 03/31/2022

ExpRptGroup...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Department: 090 - WATER SYSTEM						
510 - SALARY DIRECT EXPENSE	169,455.00	169,455.00	14,507.98	134,062.86	35,392.14	20.89 %
520 - FRINGE BENEFITS	78,192.00	78,192.00	8,379.76	72,314.83	5,877.17	7.52 %
530 - OPERATIONAL EXPENSES	221,940.00	221,940.00	59,923.21	209,039.57	12,900.43	5.81 %
540 - GENERAL GOVERNMENT	103,000.00	103,000.00	5,289.51	54,958.63	48,041.37	46.64 %
570 - OTHER FINANCING SOURCES	98,567.52	98,567.52	0.00	73,925.64	24,641.88	25.00 %
640 - 640	0.00	0.00	0.00	2,106.25	-2,106.25	0.00 %
Department: 090 - WATER SYSTEM Total:	671,154.52	671,154.52	88,100.46	546,407.78	124,746.74	18.59 %
Department: 130 - VIRGINIA/DIVIDE SEWER						
510 - SALARY DIRECT EXPENSE	133,186.00	133,186.00	7,761.80	77,489.55	55,696.45	41.82 %
520 - FRINGE BENEFITS	80,073.00	80,073.00	5,034.31	44,190.75	35,882.25	44.81 %
530 - OPERATIONAL EXPENSES	96,212.00	96,212.00	1,589.80	44,465.56	51,746.44	53.78 %
540 - GENERAL GOVERNMENT	16,000.00	16,000.00	0.00	7,400.00	8,600.00	53.75 %
560 - MISCELLANEOUS	0.00	0.00	0.00	15.00	-15.00	0.00 %
570 - OTHER FINANCING SOURCES	259,058.16	259,058.16	0.00	194,301.12	64,757.04	25.00 %
640 - 640	600,000.00	600,000.00	0.00	0.00	600,000.00	100.00 %
Department: 130 - VIRGINIA/DIVIDE SEWER Total:	1,184,529.16	1,184,529.16	14,385.91	367,861.98	816,667.18	68.94 %
Report Total:	1,855,683.68	1,855,683.68	102,486.37	914,269.76	941,413.92	50.73 %



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 4/19/2022 10:00 AM -
BOCC Meeting

Estimate of Time Required: 15 min.

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and possible approval of inter-local agreement between Storey County and the Nevada Water/Wastewater Agency Response Network (NVWARN) providing mutual assistance between water and wastewater agencies under emergencies such as, but not limited to, fire, flood, storm, earthquake, civil disturbance, main breaks, and facility breakdowns as allowed by NRS 277, and other related matters, for a zero cost of membership with a maximum mutual-aid contribution not exceeding \$250,000 without approval by the board of both requesting and assisting agencies.
- **Recommended motion:** I (commissioner) motion to approve inter-local agreement between Storey County and the Nevada Water/Wastewater Agency Response Network (NVWARN) providing mutual assistance between water and wastewater agencies under emergencies such as, but not limited to, fire, flood, storm, earthquake, civil disturbance, main breaks, and facility breakdowns as allowed by NRS 277, and other related matters, for a zero cost of membership with a maximum mutual-aid contribution not exceeding \$250,000 without approval by the board of both requesting and assisting agencies.
- **Prepared by:** Austin Osborne

Department:

Contact Number: 7758470968

- **Staff Summary:** The Homeland Security Presidential Directive has identified WARN programs that are forming across the country as critical to the nation's infrastructure. A utilities-helping-utilities or peer-to-peer approach to incident response and recovery is the most effective and efficient way to help a utility bring its system back to normal operations within the shortest time frame possible.
- The Mutual Aid Agreement (MAA) is designed to facilitate rapid emergency response among NvWARN member utilities. Signing the agreement is not mandatory for basic NvWARN registration; however, each member agency is encouraged to have one person from their organization sign and submit the agreement. Having a signed MAA on file prior to an emergency can greatly facilitate planning and prioritizing by agencies responding to your requests for help. The MAA simply outlines, in advance, the obligations expected of requesting agencies.
- Other members include, but are not limited to, Truckee Meadows Water Authority, TRI General Improvement District, Sun Valley GID, Minden Gardnerville Sanitation District, Gardnerville Ranchos GID, and Incline Village GID.

- Additional information may be obtained at www.nvwarn.org.

- **Supporting Materials:** See attached

- **Fiscal Impact:** none

- **Legal review required:** TRUE

- **Reviewed by:**

_____ Department Head

Department Name: _____

_____ County Manager

Other Agency Review: _____

- **Board Action:**

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

MUTUAL AID AGREEMENT

This Agreement, made and entered into this _____ day of _____, 20____, among those parties listed beginning on page 14, *et seq.*, that by the signature on duplicate original copies of this agreement have consented to the terms of the agreement. Any agency/utility that has signed this agreement and submitted a copy to the Nevada Water/Wastewater Agency Response Network (NVWARN) representative is a party to this agreement (collectively, “Participating Agency”).

WITNESSETH:

WHEREAS, the United States Environmental Protection Agency and the Nevada Department of Environmental Protection have expressed a mutual interest in the establishment of a plan to facilitate and encourage mutual assistance agreements between water/wastewater agencies in Nevada; and

WHEREAS, the existing Mutual Aid Agreement between the Southern Nevada Water Authority member agencies is well over ten years old and is in need of updating; and

WHEREAS, the NVWARN is being created to provide a forum for the development of mutual assistance agreements between water/wastewater agencies in the Southern Nevada Region; and later expand to all water/wastewater agencies in the State of Nevada; and

WHEREAS, each of the parties to this Agreement provide water service or wastewater service within their respective service area limits; and

WHEREAS, it is important that all parties coordinate their efforts in order to assure their customers that all reasonable efforts are being expended to provide them with adequate water/wastewater service during emergency situations; and

WHEREAS, the parties hereto are empowered to enter into an agreement for mutual aid under Chapter 277 of the Nevada Revised Statutes;

NOW THEREFORE, in consideration of the mutual terms, conditions and covenants, the parties agree as follows:

1. Definitions.

- 1.1 “Agreement” means the Water/Wastewater Mutual Aid Agreement.
- 1.2 “Participating Agency” means any Water/Wastewater Agency which executes this Mutual Aid Agreement, and is a government entity or political subdivision of the State of Nevada.
- 1.3 “Requesting Agency” means any party to this Agreement requesting assistance from any other party to this Agreement hereto under the terms of this Agreement. The Requesting Agency will typically serve as the Incident Command.
- 1.4 “Assisting Agency” means any party to this Agreement rendering assistance to a Requesting Agency under the terms of this Agreement.
- 1.5 “Officer-in-Charge” means that person, or his/her designee, who is a District, Department, Agency or Authority Director or General Manager with the authority and primary responsibility for water/wastewater service within the service area limits of a party hereto.
- 1.6 “Third Party” means a person or entity not a party to this Agreement.
- 1.7 Agency “Work or Work Related Period” means any period of time in which either the personnel or equipment of the Assisting Agency are being used by the Requesting Agency to provide assistance. Specifically included within such period of time are rest breaks when the personnel of the Assisting Agency will return to active work.

- 1.8 “Schedule of Equipment Rates” means the latest rates published by the Federal Emergency Management Agency (FEMA) under the response and recovery directorate applicable to major disasters and emergencies.
- 1.9 “Emergency” means a condition of disaster or calamity arising within the area of operation of the parties, caused by fire, flood, storm, earthquake, civil disturbance, or other condition which is, or is likely to be, beyond the control of the services, personnel, equipment, and facilities of a party hereto and requires mutual assistance. Such emergencies may include, but are not limited to, water main breaks, facility breakdowns creating a demand for water/wastewater greater than capacity, power outages, explosions, floods, earthquakes, man-made disasters or other acts of God.
- 1.10 “Assistance” means providing general resources, such as equipment, supplies, and personnel. Assistance shall be given only when Assisting Agency determines that its own needs can be met while also rendering assistance. The execution of this Agreement shall not create any duty to respond on the part of any party hereto. A potential Assisting Agency shall not be held liable for failing to provide assistance. A potential Assisting Agency has the absolute discretion to decline to provide any requested assistance. Resources are to be made available on a loan basis with reimbursement terms varying with the type of resource.
- 1.11 “NATIONAL INCIDENT MANAGEMENT SYSTEM” (NIMS) means a Presidential Directive that provides a consistent nationwide approach that allows federal, state, local and tribal governments, as well as private-sector and nongovernmental organizations to work together to manage

incidents and disasters of all kinds. All state and local governments must have adopted NIMS in 2005 in order to receive federal assistance.

2. Membership.

2.1 By becoming a Participating Agency under the terms of this Agreement, the Governing Body or Board of the Participating Agency will be deemed to have read and agreed to be bound by the terms of this Agreement.

2.2 A Participating Agency shall also provide a staff member who will attend the NVWARN meetings as a voting member and adhere to the NVWARN Committee By-Laws.

3. Procedure.

3.1 When contacted by a Requesting Agency, the Officer-in-Charge of a Participating Agency shall assess his/her agency's situation to determine whether it is capable of providing assistance. The rendering of assistance under the terms of this Agreement is not mandatory and this Agreement creates no duty on the part of any signatory hereto, but the Assisting Agency should immediately inform the Requesting Agency if for any reason, assistance cannot be rendered, or cannot continue to be rendered. If the Officer-in-Charge determines that the Assisting Agency is capable of and willing to provide assistance, the Assisting Agency shall so notify the Officer-in-Charge of the Requesting Agency and provide the following information:

3.1.1 A complete description of the personnel, equipment and materials to be furnished to the Requesting Agency including any fueling requirements for equipment or any other special needs;

- 3.1.2 The estimated length of time the personnel, equipment and materials will be available;
 - 3.1.3 The work experience and ability of the personnel and the capability of the equipment to be furnished;
 - 3.1.4 The name of the person or persons to be designated as supervisory personnel;
 - 3.1.5 The estimated time when the assistance provided will arrive at the location designated by the Officer-in-Charge of the Requesting Agency;
 - 3.1.6 The identification of work conditions and special constraints such as any possible hazards, and the availability of fuel supplies, lodging/meal support, medical facilities, security, communications, etc.
- 3.2 Each Participating Agency hereby agrees to provide, upon request from another party hereto, aid and assistance in responding to water/wastewater related emergency situations occurring within the service area limits of the Requesting Agency; however, assistance shall be contingent upon the availability of the Assisting Agency's water resources, equipment, and personnel. Such aid shall consist of support by provision of personnel, equipment, supplies of water, or other emergency assistance for an Emergency occurring within the service area limits of the Requesting Agency.
- 3.3 The determination of the amount, type, and extent of assistance to be extended upon request lies solely within the discretion of the Officer-in-Charge of the Assisting Agency. The Assisting Agency may order the

return of any or all of its personnel or equipment to its own jurisdiction at any time.

- 3.4 The personnel and equipment of the Assisting Agency shall remain, at all times, under the direct supervision and control of the designated supervisory personnel of the Assisting Agency. In instances where only equipment is provided by the Assisting Agency, the ownership of said equipment shall remain with the Assisting Agency and said equipment shall be returned to the Assisting Agency immediately upon request. Representatives of the Requesting Agency shall suggest work assignments and schedules for the personnel of the Assisting Agency; however, the designated supervisory personnel of the Assisting Agency shall have the exclusive responsibility and authority for assigning work and establishing work schedules for the personnel of the Assisting Agency in conjunction with the Incident Command or the Requesting Agency. The designated supervisory personnel shall maintain daily personnel time records, a log of equipment hours, be responsible for the operation and maintenance of the equipment furnished by the Assisting Agency, and report work progress to the Requesting Agency.
- 3.5 FOOD, HOUSING, AND SELF-SUFFICIENCY: Unless specifically instructed otherwise, the Requesting Agency shall have the responsibility of providing food and housing for the personnel of the Assisting Agency from the time of their arrival at the designated location to the time of their departure. However, Assisting Agency personnel and equipment should be, to the greatest extent possible, self-sufficient while working in the

emergency or disaster area. The Requesting Agency may specify only self-sufficient personnel and resources in its request for assistance.

4. Authority.

- 4.1 Each party's Chief Administrative Officer shall designate Officers-in-Charge who shall have the authority to request aid from the other party. Upon execution of this Agreement, each party shall notify the other parties of the names of the designated Officers-in-Charge and shall provide notice of any changes to the names. Any notices shall comply with the provisions set forth in Section 12.
- 4.2 The Participating Agencies agree that details concerning the methods of requesting assistance and such other planning as may be necessary to facilitate the purpose of this Agreement may be effectuated between the designated Officers-in-Charge, so long as the practice conforms to this Agreement and does not affect fiscal responsibility or change this Agreement with respect to public liability.
- 4.3 A Requesting Agency shall have and exercise joint control in conjunction with any Assisting Agency to assign personnel to places where they are needed; however, the Officer-in-Charge for any Assisting Agency shall be responsible for exercising exclusive control over his personnel in response to the jointly agreed general directions of the Requesting and Assisting Agencies. Further, parties of the Assisting Agency engaging in mutual aid retain all the rights and protection afforded to employees of said Assisting Agency.

5. Coordination.

5.1 If technically possible, the Participating Agencies hereby agree to coordinate and to consider similar additional conservation measures during a regional emergency or shortage. Emergencies include, but are not limited to, the following:

5.1.1 Full or partial failure experienced by regional facilities with the inability to meet the collective demands of the Participating Agencies.

6. Use of Equipment and/or Personnel.

6.1 Use of equipment, such as construction equipment, vehicles, tools, pumps and generators, shall be at the latest equipment rates published by FEMA under the response and recovery directive applicable to major disasters and emergencies and subject to the following conditions:

6.1.1 At the option of the Assisting Agency, loaned equipment may be loaned with or without an operator.

6.1.2 Loaned equipment shall be returned to Assisting Agency within 24 hours after receipt of an oral or written request.

6.1.3 Requesting Agency shall, at its own expense, supply all fuel, lubrication and maintenance for loaned equipment.

6.1.4 Assisting Agency's cost related to the transportation, handling and loading/unloading of equipment shall be chargeable to Requesting Agency.

6.1.5 In the event loaned equipment is damaged while being dispatched to Requesting Agency, or while in the custody and use of Requesting Agency, Requesting Agency shall reimburse Assisting

Agency for the reasonable cost of repairing said damaged equipment. If the equipment cannot be repaired, then Requesting Agency shall reimburse Assisting Agency for the cost of replacing such equipment with equipment that is of at least equal capability. If Assisting Agency must lease a piece of equipment while Assisting Agency's equipment is being repaired or replaced, Requesting Agency shall reimburse Assisting Agency for such lease costs.

- 6.2 Requesting Agency shall reimburse Assisting Agency in kind or at actual replacement costs, plus handling charges, for use of expendable or non-returnable supplies. Other supplies and reusable items are to be returned to Assisting Agency in a clean, damage-free condition shall not be charged to the Requesting Agency, and no rental fee will be charged; otherwise, they shall be treated as expendable supplies.
- 6.3 Assisting Agency will make such employees as are willing to participate available to Requesting Agency at Requesting Agency's expense equal to Assisting Agency's full cost (i.e., equal to the employee's applicable salary or hourly wage plus fringe benefits and overhead, and consistent with Assisting Agency's personnel union contracts or other conditions of employment). Employees so loaned will be under the direction of the Requesting Agency. Requesting Agency shall be responsible for all direct and indirect costs associated with workers compensation claims. Costs to feed and house loaned personnel, if necessary, shall be chargeable to and paid by Requesting Agency. Assisting Agency will not be responsible for

cessation or slowdown of work if Assisting Agency's employees decline or are reluctant to perform any assigned tasks.

- 6.4 Actual measures for dealing with such emergencies will be developed by the officers of the Participating Agencies and be compliant to NIMS.

7. Unrelieved Obligations.

- 7.1 This Agreement does not relieve any party from the necessity and obligation of furnishing adequate water/wastewater services within its own jurisdiction.

8. Responsibilities for Damages and Injuries.

- 8.1 The Requesting Agency shall be responsible for the acts or omissions of the employees of the Assisting Agency only to the extent that such acts or omissions were performed or failed to have been performed at the scene of an emergency and were performed or failed to have been performed at the specific direction of an officer or employee of the Requesting Agency.
- 8.2 The Assisting Agency shall not be responsible for any loss to the Requesting Agency, which may result from the delay or inability of the Assisting Agency to respond promptly, for whatever reason, to any request for mutual aid from the Requesting Agency.

9. Compensation.

- 9.1 Agency total costs under this Agreement may not exceed \$250,000 without the approval of the governing body of both the Requesting and Assisting Agencies. Assistance under this Agreement shall be limited to a 30-day, single event period unless a longer term is agreed upon by the governing bodies of both the Requesting and Assisting Agencies.

9.2 Assisting Agency is responsible for all costs, benefits, and expenses associated with workers compensation and other claims. Assisting Agency is responsible for providing workers compensation benefits and administering workers compensation claims subject to the reimbursement terms of this agreement. Requesting Agency will reimburse Assisting Agency for workers compensation costs, benefits, and expenses on a quarterly basis or on other terms mutually agreed upon by Assisting Agency and Requesting Agency. Billing shall be performed on a 30-day schedule. The Requesting Agency shall use diligence to make restitution within 30 days of billing.

10. Dispute Resolution

10.1 Any controversy or claim arising out of or relating to this Agreement or the breach thereof, shall be settled by arbitration in accordance with the Rules of the American Arbitration Association and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

11. Reports.

11.1 After an occurrence wherein mutual aid was requested and given, all parties participating in said occurrence of mutual aid shall make available to other participating parties all reports arising out of such operation; provided; however, nothing in this provision shall purport to waive, limit, or remove the duties of confidentiality imposed or allowed by law as to any such reports or the contents thereof.

12. No Third Party Rights.

12.1 This Agreement shall not be construed as, nor deemed to be, an agreement for the benefit of any third party or parties, and no third party or parties shall have a right of action hereunder for any cause whatsoever. No party to this Agreement intends to benefit any person who is not named as a party to this Agreement, to assume specific duty to provide for the safety of any person or to assume any other duty beyond that imposed by general law.

13. Term.

13.1 This Agreement shall commence as of the date first above mentioned and shall continue in force and effect until terminated by any party. Termination shall become effective by a party giving the other parties sixty (60) days written notice of its intent to terminate this Agreement to the current NVWARN chairperson.

14. Notices.

14.1 Any notice to one party from another under this Agreement shall be given either in writing and sent by certified mail, postage prepaid, with return receipt requested to such parties at the address designated below or to such other address as may hereafter be designated or in the case of an emergency, by phone or fax with record to the numbers designated by the Participating Agency.

14.2 As the notice information for the Participating Agencies may change, and as new members may join this Agreement, the notice information for the Participating Agencies shall be posted on the NVWARN website, secured by password.

15. Partial Invalidity.

15.1 Should any section or any part of any section of this Agreement be rendered void, invalid, or unenforceable for any reason by court of law, such a determination shall not render void, invalid, or unenforceable any other section or any other portion of any section of this Agreement.

16. Integration.

16.1 The preparation, delivery, and execution of this Agreement by the parties has not been induced by any agreements, representations, statements or warranties other than those expressed herein. This Agreement embodies the entire understanding of the parties and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof unless expressly referred to herein or expressly incorporated herein by reference thereto.

17. Modification.

17.1 This Agreement may not be modified unless such modification is in writing and signed by the parties to this Agreement.

17.2 An application to join this Agreement as a Participating Agency may be submitted to the Management Committee comprised of the current Participating Agencies, whereby the application will be reviewed and a decision will be made and the applicant notified.

17.3 Any entity requesting to join this Agreement must be in compliance with the membership requirements of Section 2.1 of this Agreement or the membership application will be denied.

18. Indemnification

18.1 The parties hereby agree to hold and save harmless the other parties to the Agreement from any claims to the fullest extent of Nevada law.

19. Counterpart Signatures

19.1 The parties hereby acknowledge that this Agreement may be executed in counterpart originals with like effect as if executed in a single original document.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth above.

Organization

Signature/Title

Date



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 4/19/2022 10:00 AM -
BOCC Meeting

Estimate of Time Required: 15 min.

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and possible approval of the inter-local agreement between Virginia Divide Sewer Improvement District and the Nevada Water/Wastewater Agency Response Network (NVWARN) providing mutual assistance between water and wastewater agencies under emergencies such as, but not limited to, fire, flood, storm, earthquake, civil disturbance, main breaks, and facility breakdowns as allowed by NRS 277, and other related matters, for a zero cost of membership with a maximum mutual-aid contribution not exceeding \$250,000 without approval by the board of both requesting and assisting agencies.
- **Recommended motion:** I (commissioner) motion to approve inter-local agreement between Virginia Divide Sewer Improvement District and the Nevada Water/Wastewater Agency Response Network (NVWARN) providing mutual assistance between water and wastewater agencies under emergencies such as, but not limited to, fire, flood, storm, earthquake, civil disturbance, main breaks, and facility breakdowns as allowed by NRS 277, and other related matters, for a zero cost of membership with a maximum mutual-aid contribution not exceeding \$250,000 without approval by the board of both requesting and assisting agencies.
- **Prepared by:** Austin Osborne

Department:

Contact Number: 7758470968

- **Staff Summary:** The Homeland Security Presidential Directive has identified WARN programs that are forming across the country as critical to the nation's infrastructure. A utilities-helping-utilities or peer-to-peer approach to incident response and recovery is the most effective and efficient way to help a utility bring its system back to normal operations within the shortest time frame possible.
- The Mutual Aid Agreement (MAA) is designed to facilitate rapid emergency response among NvWARN member utilities. Signing the agreement is not mandatory for basic NvWARN registration; however, each member agency is encouraged to have one person from their organization sign and submit the agreement. Having a signed MAA on file prior to an emergency can greatly facilitate planning and prioritizing by agencies responding to your requests for help. The MAA simply outlines, in advance, the obligations expected of requesting agencies.

- Other members include, but are not limited to, Truckee Meadows Water Authority, TRI General Improvement District, Sun Valley GID, Minden Gardnerville Sanitation District, Gardnerville Ranchos GID, and Incline Village GID.
- Additional information may be obtained at www.nvwarn.org.

- **Supporting Materials:** See attached

- **Fiscal Impact:** none

- **Legal review required:** TRUE

- **Reviewed by:**

_____ Department Head

Department Name:

_____ County Manager

Other Agency Review: _____

- **Board Action:**

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

MUTUAL AID AGREEMENT

This Agreement, made and entered into this _____ day of _____, 20____, among those parties listed beginning on page 14, *et seq.*, that by the signature on duplicate original copies of this agreement have consented to the terms of the agreement. Any agency/utility that has signed this agreement and submitted a copy to the Nevada Water/Wastewater Agency Response Network (NVWARN) representative is a party to this agreement (collectively, "Participating Agency").

WITNESSETH:

WHEREAS, the United States Environmental Protection Agency and the Nevada Department of Environmental Protection have expressed a mutual interest in the establishment of a plan to facilitate and encourage mutual assistance agreements between water/wastewater agencies in Nevada; and

WHEREAS, the existing Mutual Aid Agreement between the Southern Nevada Water Authority member agencies is well over ten years old and is in need of updating; and

WHEREAS, the NVWARN is being created to provide a forum for the development of mutual assistance agreements between water/wastewater agencies in the Southern Nevada Region; and later expand to all water/wastewater agencies in the State of Nevada; and

WHEREAS, each of the parties to this Agreement provide water service or wastewater service within their respective service area limits; and

WHEREAS, it is important that all parties coordinate their efforts in order to assure their customers that all reasonable efforts are being expended to provide them with adequate water/wastewater service during emergency situations; and

WHEREAS, the parties hereto are empowered to enter into an agreement for mutual aid under Chapter 277 of the Nevada Revised Statutes;

NOW THEREFORE, in consideration of the mutual terms, conditions and covenants, the parties agree as follows:

1. Definitions.

- 1.1 “Agreement” means the Water/Wastewater Mutual Aid Agreement.
- 1.2 “Participating Agency” means any Water/Wastewater Agency which executes this Mutual Aid Agreement, and is a government entity or political subdivision of the State of Nevada.
- 1.3 “Requesting Agency” means any party to this Agreement requesting assistance from any other party to this Agreement hereto under the terms of this Agreement. The Requesting Agency will typically serve as the Incident Command.
- 1.4 “Assisting Agency” means any party to this Agreement rendering assistance to a Requesting Agency under the terms of this Agreement.
- 1.5 “Officer-in-Charge” means that person, or his/her designee, who is a District, Department, Agency or Authority Director or General Manager with the authority and primary responsibility for water/wastewater service within the service area limits of a party hereto.
- 1.6 “Third Party” means a person or entity not a party to this Agreement.
- 1.7 Agency “Work or Work Related Period” means any period of time in which either the personnel or equipment of the Assisting Agency are being used by the Requesting Agency to provide assistance. Specifically included within such period of time are rest breaks when the personnel of the Assisting Agency will return to active work.

- 1.8 "Schedule of Equipment Rates" means the latest rates published by the Federal Emergency Management Agency (FEMA) under the response and recovery directorate applicable to major disasters and emergencies.
- 1.9 "Emergency" means a condition of disaster or calamity arising within the area of operation of the parties, caused by fire, flood, storm, earthquake, civil disturbance, or other condition which is, or is likely to be, beyond the control of the services, personnel, equipment, and facilities of a party hereto and requires mutual assistance. Such emergencies may include, but are not limited to, water main breaks, facility breakdowns creating a demand for water/wastewater greater than capacity, power outages, explosions, floods, earthquakes, man-made disasters or other acts of God.
- 1.10 "Assistance" means providing general resources, such as equipment, supplies, and personnel. Assistance shall be given only when Assisting Agency determines that its own needs can be met while also rendering assistance. The execution of this Agreement shall not create any duty to respond on the part of any party hereto. A potential Assisting Agency shall not be held liable for failing to provide assistance. A potential Assisting Agency has the absolute discretion to decline to provide any requested assistance. Resources are to be made available on a loan basis with reimbursement terms varying with the type of resource.
- 1.11 "NATIONAL INCIDENT MANAGEMENT SYSTEM" (NIMS) means a Presidential Directive that provides a consistent nationwide approach that allows federal, state, local and tribal governments, as well as private-sector and nongovernmental organizations to work together to manage

incidents and disasters of all kinds. All state and local governments must have adopted NIMS in 2005 in order to receive federal assistance.

2. Membership.

2.1 By becoming a Participating Agency under the terms of this Agreement, the Governing Body or Board of the Participating Agency will be deemed to have read and agreed to be bound by the terms of this Agreement.

2.2 A Participating Agency shall also provide a staff member who will attend the NVWARN meetings as a voting member and adhere to the NVWARN Committee By-Laws.

3. Procedure.

3.1 When contacted by a Requesting Agency, the Officer-in-Charge of a Participating Agency shall assess his/her agency's situation to determine whether it is capable of providing assistance. The rendering of assistance under the terms of this Agreement is not mandatory and this Agreement creates no duty on the part of any signatory hereto, but the Assisting Agency should immediately inform the Requesting Agency if for any reason, assistance cannot be rendered, or cannot continue to be rendered. If the Officer-in-Charge determines that the Assisting Agency is capable of and willing to provide assistance, the Assisting Agency shall so notify the Officer-in-Charge of the Requesting Agency and provide the following information:

3.1.1 A complete description of the personnel, equipment and materials to be furnished to the Requesting Agency including any fueling requirements for equipment or any other special needs;

- 3.1.2 The estimated length of time the personnel, equipment and materials will be available;
 - 3.1.3 The work experience and ability of the personnel and the capability of the equipment to be furnished;
 - 3.1.4 The name of the person or persons to be designated as supervisory personnel;
 - 3.1.5 The estimated time when the assistance provided will arrive at the location designated by the Officer-in-Charge of the Requesting Agency;
 - 3.1.6 The identification of work conditions and special constraints such as any possible hazards, and the availability of fuel supplies, lodging/meal support, medical facilities, security, communications, etc.
- 3.2 Each Participating Agency hereby agrees to provide, upon request from another party hereto, aid and assistance in responding to water/wastewater related emergency situations occurring within the service area limits of the Requesting Agency; however, assistance shall be contingent upon the availability of the Assisting Agency's water resources, equipment, and personnel. Such aid shall consist of support by provision of personnel, equipment, supplies of water, or other emergency assistance for an Emergency occurring within the service area limits of the Requesting Agency.
- 3.3 The determination of the amount, type, and extent of assistance to be extended upon request lies solely within the discretion of the Officer-in-Charge of the Assisting Agency. The Assisting Agency may order the

return of any or all of its personnel or equipment to its own jurisdiction at any time.

- 3.4 The personnel and equipment of the Assisting Agency shall remain, at all times, under the direct supervision and control of the designated supervisory personnel of the Assisting Agency. In instances where only equipment is provided by the Assisting Agency, the ownership of said equipment shall remain with the Assisting Agency and said equipment shall be returned to the Assisting Agency immediately upon request. Representatives of the Requesting Agency shall suggest work assignments and schedules for the personnel of the Assisting Agency; however, the designated supervisory personnel of the Assisting Agency shall have the exclusive responsibility and authority for assigning work and establishing work schedules for the personnel of the Assisting Agency in conjunction with the Incident Command or the Requesting Agency. The designated supervisory personnel shall maintain daily personnel time records, a log of equipment hours, be responsible for the operation and maintenance of the equipment furnished by the Assisting Agency, and report work progress to the Requesting Agency.
- 3.5 FOOD, HOUSING, AND SELF-SUFFICIENCY: Unless specifically instructed otherwise, the Requesting Agency shall have the responsibility of providing food and housing for the personnel of the Assisting Agency from the time of their arrival at the designated location to the time of their departure. However, Assisting Agency personnel and equipment should be, to the greatest extent possible, self-sufficient while working in the

emergency or disaster area. The Requesting Agency may specify only self-sufficient personnel and resources in its request for assistance.

4. Authority.

- 4.1 Each party's Chief Administrative Officer shall designate Officers-in-Charge who shall have the authority to request aid from the other party. Upon execution of this Agreement, each party shall notify the other parties of the names of the designated Officers-in-Charge and shall provide notice of any changes to the names. Any notices shall comply with the provisions set forth in Section 12.
- 4.2 The Participating Agencies agree that details concerning the methods of requesting assistance and such other planning as may be necessary to facilitate the purpose of this Agreement may be effectuated between the designated Officers-in-Charge, so long as the practice conforms to this Agreement and does not affect fiscal responsibility or change this Agreement with respect to public liability.
- 4.3 A Requesting Agency shall have and exercise joint control in conjunction with any Assisting Agency to assign personnel to places where they are needed; however, the Officer-in-Charge for any Assisting Agency shall be responsible for exercising exclusive control over his personnel in response to the jointly agreed general directions of the Requesting and Assisting Agencies. Further, parties of the Assisting Agency engaging in mutual aid retain all the rights and protection afforded to employees of said Assisting Agency.

5. Coordination.

5.1 If technically possible, the Participating Agencies hereby agree to coordinate and to consider similar additional conservation measures during a regional emergency or shortage. Emergencies include, but are not limited to, the following:

5.1.1 Full or partial failure experienced by regional facilities with the inability to meet the collective demands of the Participating Agencies.

6. Use of Equipment and/or Personnel.

6.1 Use of equipment, such as construction equipment, vehicles, tools, pumps and generators, shall be at the latest equipment rates published by FEMA under the response and recovery directive applicable to major disasters and emergencies and subject to the following conditions:

6.1.1 At the option of the Assisting Agency, loaned equipment may be loaned with or without an operator.

6.1.2 Loaned equipment shall be returned to Assisting Agency within 24 hours after receipt of an oral or written request.

6.1.3 Requesting Agency shall, at its own expense, supply all fuel, lubrication and maintenance for loaned equipment.

6.1.4 Assisting Agency's cost related to the transportation, handling and loading/unloading of equipment shall be chargeable to Requesting Agency.

6.1.5 In the event loaned equipment is damaged while being dispatched to Requesting Agency, or while in the custody and use of Requesting Agency, Requesting Agency shall reimburse Assisting

Agency for the reasonable cost of repairing said damaged equipment. If the equipment cannot be repaired, then Requesting Agency shall reimburse Assisting Agency for the cost of replacing such equipment with equipment that is of at least equal capability. If Assisting Agency must lease a piece of equipment while Assisting Agency's equipment is being repaired or replaced, Requesting Agency shall reimburse Assisting Agency for such lease costs.

- 6.2 Requesting Agency shall reimburse Assisting Agency in kind or at actual replacement costs, plus handling charges, for use of expendable or non-returnable supplies. Other supplies and reusable items are to be returned to Assisting Agency in a clean, damage-free condition shall not be charged to the Requesting Agency, and no rental fee will be charged; otherwise, they shall be treated as expendable supplies.
- 6.3 Assisting Agency will make such employees as are willing to participate available to Requesting Agency at Requesting Agency's expense equal to Assisting Agency's full cost (i.e., equal to the employee's applicable salary or hourly wage plus fringe benefits and overhead, and consistent with Assisting Agency's personnel union contracts or other conditions of employment). Employees so loaned will be under the direction of the Requesting Agency. Requesting Agency shall be responsible for all direct and indirect costs associated with workers compensation claims. Costs to feed and house loaned personnel, if necessary, shall be chargeable to and paid by Requesting Agency. Assisting Agency will not be responsible for

cessation or slowdown of work if Assisting Agency's employees decline or are reluctant to perform any assigned tasks.

6.4 Actual measures for dealing with such emergencies will be developed by the officers of the Participating Agencies and be compliant to NIMS.

7. Unrelieved Obligations.

7.1 This Agreement does not relieve any party from the necessity and obligation of furnishing adequate water/wastewater services within its own jurisdiction.

8. Responsibilities for Damages and Injuries.

8.1 The Requesting Agency shall be responsible for the acts or omissions of the employees of the Assisting Agency only to the extent that such acts or omissions were performed or failed to have been performed at the scene of an emergency and were performed or failed to have been performed at the specific direction of an officer or employee of the Requesting Agency.

8.2 The Assisting Agency shall not be responsible for any loss to the Requesting Agency, which may result from the delay or inability of the Assisting Agency to respond promptly, for whatever reason, to any request for mutual aid from the Requesting Agency.

9. Compensation.

9.1 Agency total costs under this Agreement may not exceed \$250,000 without the approval of the governing body of both the Requesting and Assisting Agencies. Assistance under this Agreement shall be limited to a 30-day, single event period unless a longer term is agreed upon by the governing bodies of both the Requesting and Assisting Agencies.

9.2 Assisting Agency is responsible for all costs, benefits, and expenses associated with workers compensation and other claims. Assisting Agency is responsible for providing workers compensation benefits and administering workers compensation claims subject to the reimbursement terms of this agreement. Requesting Agency will reimburse Assisting Agency for workers compensation costs, benefits, and expenses on a quarterly basis or on other terms mutually agreed upon by Assisting Agency and Requesting Agency. Billing shall be performed on a 30-day schedule. The Requesting Agency shall use diligence to make restitution within 30 days of billing.

10. Dispute Resolution

10.1 Any controversy or claim arising out of or relating to this Agreement or the breach thereof, shall be settled by arbitration in accordance with the Rules of the American Arbitration Association and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

11. Reports.

11.1 After an occurrence wherein mutual aid was requested and given, all parties participating in said occurrence of mutual aid shall make available to other participating parties all reports arising out of such operation; provided; however, nothing in this provision shall purport to waive, limit, or remove the duties of confidentiality imposed or allowed by law as to any such reports or the contents thereof.

12. No Third Party Rights.

12.1 This Agreement shall not be construed as, nor deemed to be, an agreement for the benefit of any third party or parties, and no third party or parties shall have a right of action hereunder for any cause whatsoever. No party to this Agreement intends to benefit any person who is not named as a party to this Agreement, to assume specific duty to provide for the safety of any person or to assume any other duty beyond that imposed by general law.

13. Term.

13.1 This Agreement shall commence as of the date first above mentioned and shall continue in force and effect until terminated by any party. Termination shall become effective by a party giving the other parties sixty (60) days written notice of its intent to terminate this Agreement to the current NVWARN chairperson.

14. Notices.

14.1 Any notice to one party from another under this Agreement shall be given either in writing and sent by certified mail, postage prepaid, with return receipt requested to such parties at the address designated below or to such other address as may hereafter be designated or in the case of an emergency, by phone or fax with record to the numbers designated by the Participating Agency.

14.2 As the notice information for the Participating Agencies may change, and as new members may join this Agreement, the notice information for the Participating Agencies shall be posted on the NVWARN website, secured by password.

15. Partial Invalidity.

15.1 Should any section or any part of any section of this Agreement be rendered void, invalid, or unenforceable for any reason by court of law, such a determination shall not render void, invalid, or unenforceable any other section or any other portion of any section of this Agreement.

16. Integration.

16.1 The preparation, delivery, and execution of this Agreement by the parties has not been induced by any agreements, representations, statements or warranties other than those expressed herein. This Agreement embodies the entire understanding of the parties and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof unless expressly referred to herein or expressly incorporated herein by reference thereto.

17. Modification.

17.1 This Agreement may not be modified unless such modification is in writing and signed by the parties to this Agreement.

17.2 An application to join this Agreement as a Participating Agency may be submitted to the Management Committee comprised of the current Participating Agencies, whereby the application will be reviewed and a decision will be made and the applicant notified.

17.3 Any entity requesting to join this Agreement must be in compliance with the membership requirements of Section 2.1 of this Agreement or the membership application will be denied.

18. Indemnification

18.1 The parties hereby agree to hold and save harmless the other parties to the Agreement from any claims to the fullest extent of Nevada law.

19. Counterpart Signatures

19.1 The parties hereby acknowledge that this Agreement may be executed in counterpart originals with like effect as if executed in a single original document.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth above.

Organization

Signature/Title

Date



**Storey County Board of County
Commissioners
Agenda Action Report**

Meeting date: 4/19/2022 10:00 AM -
BOCC Meeting

Estimate of Time Required: 5

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and possible approval for the Public Works Director to sign the bid from Central Sierra Construction with an amount not to exceed \$8,000.00 to repair 3 historic windows in the courthouse. Work will commence after July 1st 2022
- **Recommended motion:** I (Commissioner) move to approve the Public Works Director to sign the bid from Central Sierra Construction with an amount not to exceed \$8,000.00 to repair 3 historic windows in the courthouse. Work will commence after July 1st 2022.
- **Prepared by:** Jason Wierzbicki

Department: **Contact Number:** 7758470958

- **Staff Summary:** We received a bid to repair 3 historical windows in the courthouse At worse case scenario \$2,555 each and not to exceed \$8,000.00 for 3 windows. This project would be slated to start after July 1st 2022.
- **Supporting Materials:** See attached
- **Fiscal Impact:** Budgeted
- **Legal review required:** False
- **Reviewed by:**

_____ Department Head

Department Name:

_____ County Manager

Other Agency Review: _____

- **Board Action:**

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

Central Sierra Construction, Inc.

General Building Contractor

2551 Precision Dr., Ste. C, Minden, NV 89423

775-267-2943 / 775-267-3642 Fax

NV lic#23444B

Date: March 22, 2022

Proposal submitted to:

Storey County Public Works

Attn: Jeff Holman

**Job Name: REWORK WINDOWS TO MAKE OPERABLE.
COURTHOUSE**

Job Address: 26 S. B STREET VIRGINIA CITY, NV

We hereby propose to provide all labor, equipment and materials to rework existing wood sash single hung windows to make operable. Includes the removal of the lower sash to access the weight access panels to re rope the sash weights with new cotton/nylon sash rope. Clean up and work needed at frame to allow proper sash operation. Assumes clear space at each window for ladder access. Any exterior work to be accessed with county owned manlift. Will also include any glazing putty repair of removed lower sash.

TOTAL BID PER OPERABLE WINDOW: \$1,930.00/WINDOW

ADD FOR INOPERABLE WINDOW: \$625.00/WINDOW

Exclusions: Any and all work not detailed above. Engineering. No painting. No glazing. No off hour wages. No permits, drawings and fees.

Payment to be made as follows: MONTHLY PROGRESS PAYMENTS AS WORK IS COMPLETED

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control.

Authorized Signature William Park Date: 3-21-2022

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____ Signature _____



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 4/19/2022 10:00 AM -
BOCC Meeting

Estimate of Time Required: 10

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and possible approval of the Bid Acceptance from Sierra Nevada Construction (SNC) in the amount of \$394,007.00 for the Storey County 2022 Road Rehab project and to use up to an additional amount of \$127,295.00 while keeping below the budgeted \$596,402.00.
- **Recommended motion:** I (Commissioner) move to accept the bid from Sierra Nevada Construction (SNC) in the amount of \$394,007.00 for the Storey County 2022 Road Rehab project with up to an additional \$127,295.00 used towards more road projects from Road CIP list.
- **Prepared by:** Jason Wierzbicki

Department:

Contact Number: 7758470958

- **Staff Summary:** We held a bid opening on Friday the 8th. We received 2 bids for the project. 1 from Intermountain slurry Seal at \$471,638.00 and the other bid was from SNC in the amount of \$394,007.00. We have a total of \$596,402.00 budgeted for this project. Farr West Engineering is contracted for a not to exceed amount of \$75,100 for design, inspections, testing, certified payroll etc. Leaving \$521,302.00. With the \$127,295 remaining between bid amount and overall budget I would like to attack more roads towards our Road CIP.
- **Supporting Materials:** See attached
- **Fiscal Impact:** Budgeted
- **Legal review required:** False
- **Reviewed by:**

____ Department Head

Department Name:

____ County Manager

Other Agency Review: _____

- **Board Action:**

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



April 11, 2022

Austin Osborne, PHR, SHRM-CP
Storey County Manager
Box 176
Virginia City, NV 89440

Re: Bid Acceptance of Storey County 2022 Road Rehabilitation Project

Dear Mr. Osborne:

On April 8, 2022 Farr West Engineering held a bid opening for the Storey County Cartwright Road Rehabilitation Project on behalf of Storey County. Two bids were received: one from Sierra Nevada Construction and one from Intermountain Slurry Seal. Bid information was compiled and Sierra Nevada Construction, Inc. is the apparent low bidder with a bid price of \$394,007.00.

Farr West Engineering has evaluated the Sierra Nevada Construction, Inc. Bid and finds that it complies with the prescribed requirements of the Bid Form, and therefore is considered "responsive". We have also performed a due diligence check on the company by checking provided references, Nevada State Contractor's Board, Secretary of State, and the Labor Commissioner. The references were all positive; the consensus is that Sierra Nevada Construction, Inc. is qualified to perform and complete the work associated with this project. A search with the Contractor's Board shows no disciplinary action against them and they are within their licensed limits. A search of the Secretary of State shows that they are in good standing. Lastly, a search of the Labor Commissioner shows no actions, pending or filed, against them.

Sierra Nevada Construction, Inc. has over 20 years of experience in the construction industry and has performed similar projects in the past. Based on a review of their bid and background check, Farr West finds Sierra Nevada Construction, Inc. as being a "responsible" Bidder and we recommend awarding them the Construction Contract.

I have attached the bid tab for your reference.

If you have any questions or require additional information regarding this letter, please feel free to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read "Keith Karpstein".

Keith Karpstein, P.E.
Senior Engineer

Attached: Bid Tab

Farr West Engineering
Bid Results for Project Storey County 2022 Roadway Rehabilitation (PWP-ST-2022-272)
Issued on 03/18/2022
Bid Due on April 08, 2022 2:00 PM (PDT)
Exported on 04/08/2022

Line Totals (Unit Price * Quantity)

Item Num	Section	Description	Unit of Measure	Quantity	Sierra Nevada		Sierra Nevada		Intermountain Slurry		Intermountain Slurry	
					Construction, Inc. - Unit Price	Construction, Inc. - Line Total	Construction, Inc. - Unit Price	Construction, Inc. - Line Total	Seal, Inc. - Unit Price	Seal, Inc. - Line Total	Seal, Inc. - Unit Price	Seal, Inc. - Line Total
1	Base Bid	Type II Slurry Seal	SY	24713	\$2.30	\$56,839.90			\$3.00	\$74,139.00		
2	Base Bid	2" Grind & Overlay	SY	7046	\$25.00	\$176,150.00			\$38.00	\$267,748.00		
3	Base Bid	Permanent bituminous patch (miscellaneous), complete in place (contingent)	SF	5704	\$18.75	\$106,950.00			\$16.00	\$91,264.00		
4	Base Bid	Protect and adjust manhole structure to new finish grade, complete in-place (contingent)	EA	7	\$3,000.00	\$21,000.00			\$1,500.00	\$10,500.00		
5	Base Bid	Protect and adjust gas and water valve box to new finish grade, complete in-place (contingent)	EA	7	\$2,000.00	\$14,000.00			\$1,200.00	\$8,400.00		
6	Base Bid	Preformed thermoplastic pavement markings, 12" by 10-ft wide yield, complete in-place (contingent)	LF	300	\$10.00	\$3,000.00			\$14.00	\$4,200.00		
7	Base Bid	Preformed thermoplastic pavement markings, 24" by 10-ft wide crosswalk, complete in-place (contingent)	LF	200	\$13.00	\$2,600.00			\$20.00	\$4,000.00		
8	Base Bid	Preformed thermoplastic pavement markings, "STOP" and Arrows, complete in-place (contingent)	EA	30	\$350.00	\$10,500.00			\$185.00	\$5,550.00		
9	Base Bid	Preformed thermoplastic pavement markings, railroad crossing "R"s and "X"s, complete in-place (contingent)	EA	2	\$714.20	\$1,428.40			\$850.00	\$1,700.00		
10	Base Bid	Paint parking space markings, complete in-place (contingent)	LF	1341	\$0.70	\$938.70			\$3.00	\$4,023.00		
11	Base Bid	Paint accessibility parking space marking, complete in-place (contingent)	EA	6	\$100.00	\$600.00			\$19.00	\$114.00		
Subtotal						\$394,007.00				\$471,638.00		
Total						\$394,007.00				\$471,638.00		



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 4/19/2022 10:00 AM -
BOCC Meeting

Estimate of Time Required: 10

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and possible approval for a work order service agreement through iWorQ with an initial start up cost of \$9,500.00. It will not be billed until July 1st 2022. Each additional year would be a recurring fee of \$2,000.00 for the Service Department software and \$7,000.00 for Roads, B&G, Water and Sewer software. This work order system would be able to be utilized by the whole county to submit needed repairs while helping us keep track of jobs and assets over time electronically.
- **Recommended motion:** I (Commissioner) move to approve the work order service agreement through iWorQ with an initial start up of \$9,500.00 not to be billed until July 1st 2022 with a recurring yearly charge of \$2,000.00 in the Service Department for software and \$5,000.00 in the Roads, B&G, Water and Sewer Departments for their software.
- **Prepared by:** Jason Wierzbicki

Department:

Contact Number: 7758470958

- **Staff Summary:** This work order system through iWorQ will help us modernize how we track assets and complete work throughout the county. All departments will have the ability to submit work requests through this system. This should help the county as a whole for long range budgeting when evaluating these assets. This was originally approved during the tentative budget meeting back on the 5th.
- **Supporting Materials:** See attached
- **Fiscal Impact:** Budgeted
- **Legal review required:** False
- **Reviewed by:**

____ Department Head

Department Name:

____ County Manager

Other Agency Review: _____

- **Board Action:**

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

IWORQ SERVICE AGREEMENT

For iWorQ applications and services

Storey County here after known as ("Customer"), enters into THIS SERVICE AGREEMENT ("Agreement") with iWorQ Systems Inc. ("iWorQ") with its principal place of business 1125 West 400 North, Suite 102, Logan, Utah 84321.

1. SOFTWARE AS A SERVICE (SaaS) TERMS OF ACCESS:

iWorQ grants Customer a non-exclusive, non-transferable limited access to use iWorQ service(s), application(s) on iWorQ's authorized website for the fee(s) and terms listed in Appendix A. This agreement will govern all application(s) and service(s) listed in the Appendix A.

2. CUSTOMER RESPONSIBILITY:

Customer acknowledges that they are receiving only a limited subscription to use the application(s), service(s), and related documentation, if any, and shall obtain no titles, ownership nor any rights in or to the application(s), service(s), and related documentation, all of which title and rights shall remain with iWorQ. Customer shall not permit any user to reproduce, copy, or reverse engineer any of the application(s), service(s) and related documentation.

iWorQ is not responsible for the content entered into iWorQ's database or uploaded as a document or image. Access to iWorQ cannot be used to record personal or confidential information such as driver license numbers, social security numbers, financial data, credit card information or upload any images or documents considered personal or confidential.

3. TRAINING AND IMPLEMENTATION:

Customer agrees to provide the time, resources, and personnel to implement iWorQ's service(s) and application(s). iWorQ will assign a senior account manager and an account management team to implement service(s) and application(s). Typical implementation will take less than 60 days. iWorQ account managers will call twice per week, provide remote training once per week, and send weekly summary emails to the customer implementation team. iWorQ can provide project management and implementation documents upon request. iWorQ will do ONE import of the Customer's data. This import consists of importing data, sent by the Customer, in an electronic relational database format. Customer must have clear ownership of all forms, letters, inspections, checklists, and data sent to iWorQ.

Data upload and storage is provided to every Customer. This includes uploading files up to 3MB and 10 GB of managed data storage on AWS GovCloud. Additional upload file sizes and managed data storage sizes can be provided based on the application(s) and service(s) listed in Appendix A.

4. CUSTOMER DATA:

Customer data will be stored on AWS GovCloud. iWorQ will use commercially reasonable efforts to backup, store and manage Customer data. iWorQ does backups twice per week and offsite backups twice per week. The subscription will renew each year on the anniversary date of this Agreement unless terminated (see 7. TERMINATION).

Customer can run reports and export data from iWorQ application(s) at any time.

Customer can pay iWorQ for additional data management service(s), onsite backups, application(s) and other service(s).

Data upload and storage is provided to every Customer. This includes uploading files up to 3MB and 10 GB of managed data storage on AWS GovCloud. Additional upload file sizes and managed data storage sizes can be provided based on the application(s) and service(s) listed in Appendix A.

5. CUSTOMER SUPPORT:

Customer support and training are FREE and available Monday-Friday, from 6:00 A.M. to 5:00 P.M. MST, for any authorized user with a login. iWorQ provides unlimited remote Customer training (through webinars), phone support, help files, and documentation. Basic support request is typically handled the same day. iWorQ provides "Service NOT Software".

6. BILLING:

iWorQ will invoice Customer on an annual basis. iWorQ will send invoice by mail and by email to the address(s) listed in Appendix A. Terms of the invoice are net 30 days. Any billing changes will require that a new Service(s) Agreement be signed by Customer.

Any additional costs imposed by the Customer including business licenses, fees, or taxes will be added to the Customer's invoice yearly.

7. TERMINATION:

Either party may terminate this agreement, after the initial 3-YEAR TERM, without cause if the terminating party gives the other party sixty (60) days written notice. Should Customer terminate any application(s) and or service(s) the remaining balance will immediately become due. Should Customer terminate any part of the application(s) and or service(s) a new Service(s) Agreement will need to be signed.

Upon termination (7. TERMINATION), iWorQ will discontinue all application(s) and or service(s) under this Agreement; iWorQ will provide customer with an electronic copy of all of Customer's data, if requested by the Customer (within 3-5 business days).

During the term of the Agreement, the Customer may request a copy of all of Customer's data for a cost of no more than \$2,500; and all provisions of this Agreement will continue.

8. ACCEPTABLE USE:

Customer represents and warrants that the application(s) and service(s) will only be used for lawful purposes, in a manner allowed by law, and in accordance with reasonable operating rules, and policies, terms and procedures. iWorQ may restrict access to users upon misuse of application(s) and service(s).

9. MICELLANEOUS PROVISIONS:

This Agreement will be governed by and construed in accordance with the laws of the State of Utah.

10. CUSTOMER IMPLEMENTATION INFORMATION:

Primary Implementation Contact _____ Title _____

Office Phone _____ Cell _____

Email _____

Secondary Implementation Contact _____ Title _____

Office Phone _____ Cell _____

Email _____

11. CUSTOMER BILLING INFORMATION:

Billing Contact _____ Title _____

Billing Address: _____

Office Phone _____ Cell _____

Email _____

PO# _____ (if required) Tax Exempt ID # _____

12. ACCEPTANCE:

The effective date of this Agreement is listed below. Authorized representative of Customer and iWorQ have read the Agreement and agree and accept all the terms.

Signature _____

Effective Date: _____

Printed Name _____

Title _____

Office Number _____

Cell Number _____

iWorQ Service(s) Agreement

APPENDIX A

iWorQ Price Proposal

Storey County	Population- 4,417
PO Box 176 Virginia City, NV 89440	Prepared by: Ropa Mataia

Annual Subscription Fees

Application(s) and Service(s)	Package Price	Billing
<p>Public Works Package (Infrastructure)</p> <p>Package includes:</p> <ul style="list-style-type: none"> *Work Management *Sign Management *Pavement Management *Water Management *Sewer Management <p>-Available on any computer, tablet, or mobile device</p> <p>-Track and manage work and asset(s) by location using OpenStreetMap</p> <p>-Work order scheduling and templates</p> <p>-Track labor, inventory, parts, and material</p> <p>-Track MUTCD, condition, reflectivity, etc.</p> <p>-Track manholes, hydrants, valves, lines etc.</p> <p>-Track pavement condition, distress, treatments, etc.</p> <p>-Track pumps, manholes, and collection sub-assets</p> <p>-Includes Premium Data Package 25MB uploads/100GB total storage</p> <p>GIS RestServices Public Works</p> <p>-iWorQ will publish your agency's WMS layers in iWorQ Public Works applications via Rest Services. iWorQ will update asset attribute data weekly:</p> <p>Water Management Includes: hydrants, valves, and lines</p> <p>Sewer Management Includes: manholes, pumps, and lines</p> <p>Additional attribute data for each capital asset is \$500 annually.</p> <p>*Note: If configuration changes (i.e. FTP location, name format, field changes, or interval for published updates) iWorQ will charge a minimum fee of \$500 with each additional hour \$250 to accommodate new configuration changes.</p>	\$5,000	Annual

Fleet Management Includes: *Fleet Management *Internal Fleet Request -Available on any computer, tablet, or mobile device using Chrome browser -Fuel log tracking and uploads -Work orders for employee cost, inventory, and purchase orders -Manage maintenance schedules -Inventory management -Allows employees to submit work requests through an online portal -Configurable dashboard, fields, and reports	\$2,000	Annual
Subscription Fee Total (This amount will be invoiced each year)	\$7,000	Annual

One-Time Setup, GIS integration, and Data Conversion Fees

Service(s)	Full Price Cost	Package Price	Billing
Implementation and Setup cost year 1	\$5,000	\$2,500	Year One
Up to 5 hours of GIS integration and data conversion	\$1,000	Included	Year One
Data Conversion	\$4,900	Included	Year One
One-Time Setup Total (This amount will be added year 1)	\$10,900	Included	Year One
Grand Total Due Year 1	\$17,900	\$9,500	Year One

NOTES AND SERVICE DESCRIPTION

- I. Invoice for the (Annual Subscription Fee Total + One-Time Total) will be sent out July 1st, 2022.
- II. This subscription Fee and Agreement have been provided at the Customer's request and is valid until April 22nd, 2022.
- III. Discounts provided are contingent on this agreement being signed/executed on or before April 22nd, 2022.
- IV. This cost proposal cannot be disclosed or used to compete with other companies.



**Storey County Board of County
Commissioners
Agenda Action Report**

Meeting date: 4/19/2022 10:00 AM -
BOCC Meeting

Estimate of Time Required: 5 minutes

Agenda Item Type: Discussion/Possible Action

- **Title:** Public Safety Telecommunications Week 2022 Proclamation.
- **Recommended motion:** Move to proclaim April 10 – 16 , 2022 as national Public Safety Telecommunications week in Storey County NV
- **Prepared by:** Becky Parsons

Department:

Contact Number: 7758470930

- **Staff Summary:** Every year during the second week of April, the telecommunications personnel in the public safety community, are honored. This week-long event, initially set up in 1981 by Patricia Anderson of Contra Costa County in California, is a time to celebrate and thank those who dedicate their lives to serving the public. It is a week that is set aside so everyone can be made aware of their hard work and dedication. We thank the hard-working staff at the Storey County Communications Center for all the sacrifices they make to create a better and safer world for the public. Their commitment and profession are appreciated by Storey County, the public safety communications community, and citizens they serve.
- **Supporting Materials:** See attached
- **Fiscal Impact:**
- **Legal review required:** TRUE
- **Reviewed by:**

_____ Department Head

Department Name:

_____ County Manager

Other Agency Review: _____

- **Board Action:**

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



**A PROCLAMATION DECLARING
APRIL 10, 2022, THROUGH APRIL 16, 2022
NATIONAL PUBLIC SAFETY TELECOMMUNICATORS WEEK IN
STOREY COUNTY, NEVADA**

***WHEREAS,** behind every emergency response that takes place in Storey County there is a team of dedicated, professional Communications Specialist who are often the first and most vital link between our citizens and emergency services; and*

***WHEREAS,** Storey County Communications Specialists are the lifeblood of information for public safety personnel 24 hours a day, seven days a week, providing a critical safety service to the Storey County Sheriff's Office, Storey County Fire Protection District, Storey County Public Works; and*

***WHEREAS,** Storey County Communications Specialists can no longer be regarded as administrative or clerical professionals; the emergencies they handle in real time make them the "first" first responders; and*

***WHEREAS,** Storey County Communications Specialists are the single vital link for our police officers and firefighters, they are responsible for monitoring the first responders' activities and providing them with crucial information which ensures their safety; and*

***WHEREAS,** Storey County Communications Specialists who serve at the Storey County Communications Center have exhibited compassion, understanding and professionalism during the thousands of calls for services each year; and*

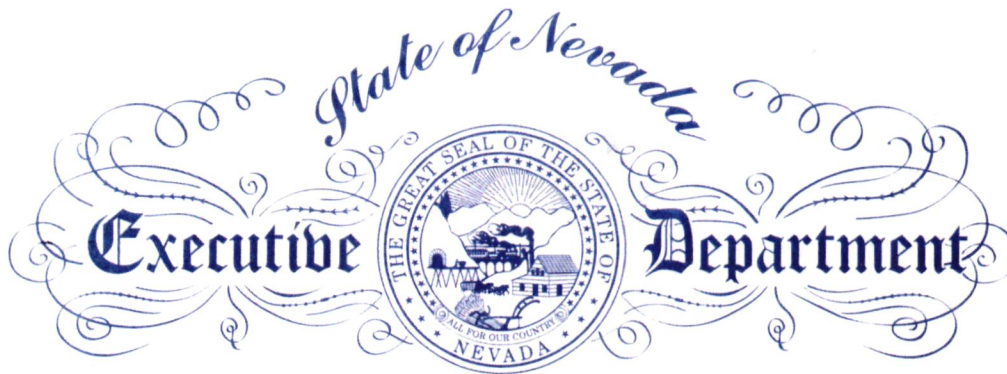
***WHEREAS,** Every Storey County Communications Specialist is certified by the International Academy of Emergency Dispatch in Emergency Medical Dispatch, Emergency Police Dispatch so that they may provide a substantial contribution to the apprehension of criminals, suppression of fires and treatment of medical patients throughout Storey county; and*

NOW, THEREFORE, We, the Storey County Board of Commissioners, do hereby proclaim the week of April 10 -16, 2022, to be observed, as

**"PUBLIC SAFETY TELECOMMUNICATIONS WEEK"
In Storey County, Nevada**

Adopted this 5th day of April 2022.

(Signature and Seal of Official)



A Proclamation by the Governor

WHEREAS, emergencies can occur at any time that require police, fire or emergency medical services; and

WHEREAS, when an emergency occurs, the prompt response of police officers, firefighters and paramedics is critical to the protection of life and preservation of property; and

WHEREAS, the safety of our police officers and firefighters is dependent upon the quality and accuracy of information obtained from citizens who telephone a Nevada police-fire communications center; and

WHEREAS, in the Silver State, Public Safety Telecommunicators are the first and most critical contact our citizens have with emergency services; and

WHEREAS, Public Safety Telecommunicators can no longer be regarded as administrative or clerical professionals; the emergencies they handle in real time make them the "first" first responders; and

WHEREAS, the single vital link for our police officers and firefighters are the Public Safety Telecommunicators, as they are responsible for monitoring the first responders' activities and providing them with crucial information which ensures their safety; and

WHEREAS, Public Safety Telecommunicators of Nevada have contributed extensively to the apprehension of criminals, suppression of fires and treatment of patients; and

WHEREAS, throughout the past year, Public Safety Telecommunicators have exhibited compassion, understanding and professionalism during the performance of their duties and the State of Nevada is grateful for their commitment to keeping Nevadans and visitors protected and safe;

NOW, THEREFORE, I, STEVE SISOLAK, GOVERNOR OF THE STATE OF NEVADA, do hereby proclaim the week of April 10 - 16, 2022, as

PUBLIC SAFETY TELECOMMUNICATIONS WEEK IN NEVADA



In Witness Whereof, I have hereunto set my hand and caused the Great Seal of the State of Nevada to be affixed at the State Capitol in Carson City, this 22nd day of March 2022.

By the Governor:

Governor

Barbara K. Cegavske
Secretary of State

By

Deputy



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 4/19/2022 10:00 AM -
BOCC Meeting

Estimate of Time Required: 10 Min

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and possible approval of the purchase of a AgilisDuo Mail Ballot Scanning & Sorting System in the amount \$75,500.00 of all funds approved were approved by the LCB to be reimbursed by the State of Nevada.
- **Recommended motion:** I (Commissioner) move to approve the purchase of a AgilisDuo Mail Ballot Scanning & Sorting System in the amount \$75,500.00 of all funds to be reimbursed by the State of Nevada.
- **Prepared by:** DORE

Department:

Contact Number: 775-847-0969

- **Staff Summary:** The Agilis Duo® reduces the bottleneck seen so often during elections by eliminating the need for manual verification. The duo will have a positive impact on the following processes:
 -
 - 1. Date Stamps/Voter Credit
 - a. Without the Duo, election judges have to do everything manually. After receiving the mail-in ballot envelope, the judges will need to date stamp it and then attribute the envelope to the registered voter in our Voter Registration System (VOTEC). The judges complete this process by physically passing the envelopes to one another.
 - b. The Agilis Duo® has automated this practice. Once the envelope is received, the Duo will automatically stamp it while also scanning the barcode on the outside. This action identifies the voter and marks the ballot as “received” in VOTEC.
 - 2. Signature Verification
 - a. Voter Signature verification relies on the judges to visually compare the ink signature on the envelope to the electronic one presented on the VOTEC.
 - b. The Duo will scan the signature and place it side-by-side with the electronic signature. These will both be displayed on monitors for the judges to either accept or reject.
 - The Agilis Duo’s automated process will effectively diminish the number of steps and procedures necessary to manage incoming ballot envelopes. With election cycles being heavily dependent on timely deadlines and finding qualified personnel, jurisdictions should not have to divide their attention with time consuming, manual tasks. The Duo increases overall efficiency. This automated machine reduces working hours, staff hires,

training and the overall budget.

- **Supporting Materials:** See attached

- **Fiscal Impact:**

- **Legal review required:** False

- **Reviewed by:**

_____ Department Head

Department Name: _____

_____ County Manager

Other Agency Review: _____

- **Board Action:**

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



AGILIS DUO EQUIPMENT SUMMARY AND SPECIFICATIONS

The AgilisDuo® Tabletop Ballot Packet Sorting System is an innovative, low-to-mid volume ballot packet sorting solution that makes Vote-By-Mail ballot processing quick, safe and secure. AgilisDuo's compact size makes it ideal for jurisdictions with limited space to experience the efficiencies and cost reduction by using automated sorting.

Runbeck understands the value of incorporating ballot packet sorting for Vote-By-Mail elections. We have the system that fulfills Storey County's ballot packet sorting and scanning needs. Our Field Services Team will fully support your transition to this new system because *we want you to succeed*.

Features:

- Portable and convenient tabletop model measuring 73" x 23" x 23"
- Process speeds up to 1,500 per hour/200dpi
- Automated image capture
- On-screen display for manual verifications
- Works offline
- Date stamp
- Full audit capabilities
- Updates to voter registration databases upon customer request
 - Requires customer to provide updated voter registration data
- Output images as a TIFF

AgilisDuo Sorter highlights:

- ✓ Flexible initial setup including: Users, Mail sources, Signature Verification (SigVer) Codes and Reports
 - Challenge Report – sortable by date and pull status
 - Tray Report – drill down to see details of a tray and specific pieces within it
 - SigVer – checkout report
- ✓ Processes packets with a single scan pass
- ✓ Captures a black and white image of the packet
- ✓ Reads the ApplD barcode to sort to a relevant pocket
- ✓ Ability to challenge mail pieces in SigVer client
- ✓ Tray tags are generated for filled pockets
- ✓ Reference images from VR database and scanned images from the AgilisDuo are stored for SigVer
- ✓ Invalid signatures are challenged based on the SigVer Reports

Components and Equipment

- ✓ Pocket full indicator
- ✓ AgilisDuo diagnostic application & Raspberry Pi
- ✓ Web interface for user interface, system messages, captured data, and reports.
- ✓ ApplD barcode reader
- ✓ Zebra thermal printer for tray tags
- ✓ AgilisDuo network connection ports for workstation connectivity.

Partner Support

Runbeck provides full support through our Field Service Team along with providing detailed User Guides for easy reference. We want partners to be self-sufficient but also to know Runbeck is here to support you.



AGILIS DUO EQUIPMENT QUOTE

Client: Storey County, NV

AGILIS DUO PRICING – HARDWARE & SOFTWARE	PRICE
–AgilisDuo	\$72,500
Dual Output Trays	Included
Tray Tag Printer	Included
Scanning and Signature Capture Software	Included
Signature Verification Client Software	Included
TOTAL	\$72,500

AGILIS DUO PRICING – INSTALL & TRAINING	PRICE
Integration with current system	Included
Installation	\$1,500
Signature Verification Client Software Integration	Included
Training Onsite (6–8 hours)	\$1,500
Shipping	TBD
TOTAL (tax and shipping additional*)	\$3,000

AGILIS DUO – ANNUAL LICENSE & SUPPORT FEES	PRICE
Annual L&S Year 1	Included
Annual L&S Year 2	\$12,500
Annual L&S Year 3	\$12,500
Annual L&S Year 4	\$12,500

*Taxes and shipping are the responsibility of the jurisdiction



www.Runbeck.net ■ 877-230-8737
2800 S. 36th Street, Phoenix, AZ 85034

SALE AND PURCHASE AGREEMENT

THIS SALE AND PURCHASE AGREEMENT ("Agreement") is made as of the date of full execution, by and between Storey County, a governmental subdivision of the State of Nevada ("Client"), and RUNBECK ELECTION SERVICES, INC., an Arizona corporation, whose address is 2800 S. 36th Street, Phoenix, AZ 85034 ("Runbeck") (collectively, the "Parties").

RECITALS

1. In connection with its elections responsibilities, Client desires to purchase from Runbeck election management equipment ("Equipment"); and to obtain from Runbeck a license to use accompanying software ("Software") to operate the Equipment.

2. Runbeck desires to sell the Equipment and grant a license to use the software to Client on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein and other good and valuable consideration, the Parties agree as follows:

AGREEMENTS

1. Sale of Equipment

Runbeck hereby sells, and Client hereby purchases, the Equipment, including hardware components and accessories, as specifically set forth in the Equipment Description attached hereto as Exhibit "D". As to the equipment set forth here and as to the software set forth in the following section the equipment and software will meet or exceed the representations set out in the attached Exhibit "E".

2. Grant of Software License; Annual License Fees; Restrictions

Subject to the Client's ongoing obligations under this Agreement, Client has been granted an irrevocable, non-exclusive right and license to install, display and use the software necessary for operation of the Equipment ("Software") for the term described in, and in accordance with the express terms of, the Software License attached hereto as Exhibit "B". Title to and ownership of the Software shall at all times

remain with Runbeck and neither Client, nor its affiliates, agents or employees, will reverse engineer or reverse compile any part of the Software without Runbeck's prior written consent. Client shall pay Runbeck an annual License and Support Fee for the Software, as specifically set forth in Exhibit "D". The Annual License and Support Fee for the first year of this Agreement is included in the purchase price of the Equipment. All subsequent payments of this Fee shall be made on each successive yearly anniversary date of delivery of the Equipment to the Client, as specifically set forth in Exhibit "D".

3. Equipment Maintenance and Support Services; Annual Equipment Maintenance and Support Services Fee

Runbeck shall provide those Equipment maintenance support services that are specifically set forth in the Equipment Maintenance and Support Services Schedule attached hereto as Exhibit "C". Client shall pay Runbeck an annual License and Support Fee for the Equipment, as specifically set forth in Exhibit "D". The Annual License and Support Fee for the first year of this Agreement is included in the purchase price of the Equipment. All subsequent payments of this Fee shall be made on each successive yearly anniversary date of delivery of the Equipment to the Client, as specifically set forth in Exhibit "D".

4. Availability and Retention of Records

All records relating to the products and services provided under this Agreement and supporting documentation for invoices submitted to Client by Runbeck shall be retained and made available by Runbeck for audit by Client, its duly authorized representatives, the State of Nevada (including, but not limited to, the Auditor of the State of Nevada, Inspector General or duly appointed law enforcement officials) and agencies of the United States government. Such records shall be retained by Runbeck and made available for any time period required by state or federal law.

5. Assignment

The Parties expressly agree that neither shall assign this Agreement without the prior written consent of the other. Runbeck may subcontract services agreed to in this Agreement, but only with the written consent of the Client. All subcontracts are subject to the same terms, conditions, and covenants contained within this Agreement.

6. Governing Law

This Agreement shall be governed, construed, and enforced under the laws of Nevada, notwithstanding any conflicts of laws provisions. Any legal action brought pursuant to this Agreement shall be filed in the courts of Storey County, Nevada.

7. Integration and Modification

This Agreement, including exhibits (each of which is expressly incorporated herein), embodies the entire agreement of the Parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or contracts, either written or

oral, between the Parties to this Agreement. This Agreement shall not be modified in any manner except by an instrument, in writing, executed by the Parties to this Agreement.

8. Severability

If any term or provision of this Agreement shall be held to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

9. Appropriations

Client represents and covenants that (i) it has, and will have, funds available to pay the purchase price for the Equipment, Annual Software License Fees, Annual Equipment Maintenance Fees and other financial obligations under this Agreement, including all exhibits hereto, through the end of Client's current fiscal period; and (ii) that it shall use its best efforts to obtain funds to pay any of the foregoing financial obligations for each subsequent fiscal year of the four (4) year term of the Agreement. In the event Client's appropriations request to its legislative body or funding authority for necessary funds hereunder is denied, this Agreement, and all exhibits, may be terminated by Runbeck. Client shall make payment of all charges and obligations incurred through the end of the fiscal period for which funds were appropriated. In any such event, Client shall thereupon return to Runbeck all Software and other Runbeck property in its possession.

10. Compliance

Runbeck agrees to comply with all applicable federal, state, and local laws in the conduct of work hereunder. Runbeck accepts full responsibility for payment of all taxes including, without limitation, unemployment compensation, insurance premiums, income tax deductions, social security deductions, and all other taxes or payroll deductions required for all employees engaged by Runbeck in the performance of work under this Agreement.

11. Non-Discrimination

Runbeck certifies it is an equal opportunity employer and shall remain in compliance with state and federal civil rights and nondiscrimination laws and regulations including, but not limited to, Title VI, and Title VII of the Civil Rights Act of 1964 as amended, the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Age Discrimination Act of 1975 and the Age Discrimination in Employment Act, as amended.

During the performance of this Agreement, Runbeck will not discriminate against any employee, contract worker, or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. Runbeck will take affirmative action to ensure that during employment, all employees are treated without regard to race, color, religion, sex, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. These provisions apply also to contract workers, such action shall include, but is not limited to, the following: 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 apprenticeship. Runbeck agrees to post in conspicuous places, available to employees and applicants for employment, notices stating Runbeck complies with all applicable federal and state non-discrimination laws.

Runbeck, or any person claiming through Runbeck, agrees not to establish or knowingly permit any such practice or practices of discrimination or segregation in reference to anything relating to this Agreement, or in reference to any contractors or subcontractors of said Runbeck.

12. Independent Relationship

Nothing in this Agreement is intended to, nor shall be deemed to, create a partnership, association or joint venture between Client and Runbeck in the conduct of the provisions of this Agreement. Runbeck shall at all times have the status of an independent contractor.

13. Waiver

Any waiver by either party of any right, provision or condition under this Agreement shall not be construed or deemed to be a waiver of any other right, provision or condition of this Agreement, nor a waiver of a subsequent breach of the same right, provision or condition.

14. Confidential Information

All information owned, possessed or used by Client which is communicated to, learned, or otherwise acquired by Runbeck or its employees, agents or contractors in the performance of the terms of this Agreement shall be deemed and remain Confidential Information. Runbeck shall not, beginning on the date of first association or communication between the Client and Runbeck and continuing through the term of this Agreement and thereafter, disclose, communicate or divulge to another, or use for Runbeck's own benefit or the benefit of another, any such Confidential Information without the prior written consent of the Client.

15. Risk of Loss

Runbeck agrees to bear all risk of loss, injury, or destruction of goods and materials, including Equipment, ordered as a result of this Agreement which occurs prior to delivery to the Client. Upon delivery by Runbeck to the Client, and Client taking possession of such goods and materials, Client agrees to bear all risk of loss, injury, or destruction of such goods and materials. Runbeck's invoices will conform to the reasonable requirements of the Client.

16. Force Majeure

In no event shall Runbeck be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, pandemics, epidemics, disease, nuclear or natural catastrophes or acts of God, and

interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that Runbeck shall use reasonable efforts which are consistent with accepted industry practices to resume performance as soon as practicable under the circumstances.

17. Warranty

Runbeck warrants and represents that services provided pursuant to this Agreement, and attached exhibits, shall be timely performed in a professional manner in accordance with applicable industry standards; and that Runbeck has the requisite ownership, authority and license rights to furnish Software provided to Client in connection with this Agreement.

Runbeck warrants and represents that Equipment shall be free from any defects in material or workmanship for a period of one (1) year after installation; and Software shall be free from any defects in material or workmanship for a period of one (1) year after installation (collectively, the "Warranty Periods"); provided, however, that if the manufacturer's warranty extends beyond one (1) year for any part, product, or service item, the longer warranty shall apply. This warranty extends to i) any defect reported during the Warranty Periods but not corrected; ii) any defect reported and thought to be corrected but that reoccurs outside of the Warranty Periods; iii) any defect misdiagnosed during the Warranty Periods and discovered to reoccur outside of the Warranty Periods; and iv) any defect discovered after the Warranty Periods but which can be documented to have started during the Warranty Periods. Runbeck agrees to a one-day grace period beyond the end of the Warranty Periods for notification purposes for defects discovered during the Warranty Periods. Runbeck shall, at its own election and expense, either repair or replace any component which Client discovers to be defective in material or workmanship, provided that Client has furnished timely written notice to Runbeck.

EXCEPT FOR THE WARRANTIES PROVIDED HEREIN, RUNBECK HEREBY EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY KIND OR NATURE CONCERNING THE EQUIPMENT, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

18. Limitation of Runbeck Liability

Runbeck shall not be responsible for the Equipment's or the Software's operation or failure to operate, to the extent such operation or failure results from, arises out of, or is related to Client's improper or negligent use or operation of the Equipment or the Software. IN NO EVENT SHALL RUNBECK BE LIABLE TO CLIENT OR TO ANY THIRD PARTY, FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, OR OTHER CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER.

19. Indemnification

Runbeck agrees to indemnify and hold harmless Client from and against any and all losses, damages, injuries, claims, demands and expenses, including legal

expenses, caused by the sole negligence or intentional misconduct of Runbeck with respect to its obligations under this Agreement.

Runbeck further agrees to defend, indemnify and hold harmless Client from and against any claim, suit, demand, or action alleging the Equipment, or any component thereof, infringes any copyright, trade secret, U.S. patent or any other proprietary right of any third party, and Runbeck shall indemnify Client against any judgment, award or amount paid in settlement to which Runbeck has agreed. Client shall provide Runbeck prompt written notice of such claim, suit, demand, or action and shall cooperate with Runbeck in the defense and settlement thereof. Runbeck shall have control of the defense of such claim, suit, demand, or action and the settlement or compromise thereof.

If a temporary or a final injunction is obtained against Client's use of Equipment by reason of an infringement of a copyright, trade secret, or other proprietary right, Runbeck will, at its option and expense, either:

1. Procure for Client the right to continue using the Equipment; or
2. Replace or modify Equipment, or such infringing portion thereof, so that it no longer infringes such copyright, trade secret, or other proprietary right

20. No Third-Party Beneficiary

Enforcement of the terms of this Agreement and all rights of action relating to enforcement are strictly reserved to the Parties. Nothing contained in this Agreement allows any claim or right of action in any third person or entity. Any person or entity other than Client or Runbeck receiving services or benefits pursuant to this Agreement is an incidental beneficiary only.

21. Notices

All written notices required under this Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid as follows:

By Runbeck to: Storey County
26 S. B St. Drawer D
Virginia City, NV 89440
Attention: Dore Nevin
Interim Clerk & Recorder

To Runbeck: Runbeck Election Services, Inc.
2800 S. 36th Street
Phoenix, Arizona 85034
Attention: Rizwan Fidai
Vice President of Sales

With a copy to: Steven H. Williams, Esq.
2323 North Central Avenue, Unit 1905
Phoenix, Arizona 85004

Notices hand delivered or sent by overnight courier are effective upon delivery; notices sent by certified mail are effective upon receipt; and notices sent by U.S. mail are effective upon the expiration of five (5) mail delivery days from deposit (postmarked) with the U.S. Postal Service.

22. Runbeck's Confidential Information

Runbeck represents that the Software and related documentation provided under this Agreement, including, but not limited to, the Source Code, the software design, structure and organization, the user interface and the engineering know-how implemented in the software (collectively "Runbeck Confidential Information") constitute the valuable properties and trade secrets of Runbeck, embodying substantial creative efforts which are secret, confidential, and not generally known by the public. Client agrees to hold Runbeck's Confidential Information, including any copies thereof and any documentation related thereto, in strict confidence and to not permit any unauthorized person or entity to obtain access to it to the extent permitted under applicable law. Within this context, Client agrees not to disseminate, transmit, license, sublicense, assign, lease, release, publish, post on the internet, transfer, sell, permit access to, distribute, allow interactive rights to, or otherwise make available Runbeck Confidential Information or any part thereof to any other party in any form of media for any purpose other than performing its obligations under this Agreement. Client further agrees not to disclose or distribute to any other party, in whole or in part, Runbeck Confidential Information without written consent from Runbeck.

23. No Construction Against Drafting Party

The Parties and their respective counsel have had the opportunity to review this Agreement, and the Agreement will not be construed against any party merely because this Agreement was prepared by a particular party.

24. Successors and Assigns

The rights and obligations of the Parties herein set forth shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns permitted under this Agreement.

25. Time is of the Essence

The Parties agree that in the performance of the terms of this Agreement, time shall be of the essence, it being understood by the Parties that the Equipment and its components, and Runbeck's services related thereto, are essential to the Client's ability to conduct statewide and local elections.

26. Attorneys' Fees

In the event of a litigation action to enforce, or arising from, the terms of this Agreement, the prevailing party in such action shall be entitled to recover from the non-prevailing party its reasonable attorneys' fees and costs incurred in the action.

27. Term and Renewal

The four (4) year term of the Software License and the Equipment Maintenance and Support Services provisions shall commence on the first of the month following the date of delivery and acceptance of the Equipment to the Client. Contract renewal, irrespective of the length of the renewal term, may require a new and updated service agreement.

28. Breach

Subject to the terms of Section 27, in the event Client commits a material breach of its obligations under this Agreement and any exhibits hereto, including a failure to timely pay any license or maintenance fees, and Client fails to cure the breach within sixty (60) days after receiving notice thereof, Runbeck may terminate this Agreement effective upon delivery of written notice to Client. In any such event, Client shall thereupon return to Runbeck all Software and other Runbeck property in its possession.

IN WITNESS WHEREOF, the Parties have signed this Agreement to be effective as of the date of full execution by the Parties.

Runbeck Election Services, Inc.

Storey County, NV

By: _____

Title: _____

Date: _____

EXHIBIT A

MAINTENANCE SERVICES

Software Maintenance

- 7X24 technical software support hotline during declared election cycles
- Installation of all software updates
- Testing and validation of all software updates
- License and Support Fee

Hardware Maintenance

- 7X24 technical support hotline during declared election cycles
- License and Support Fee
- Client also agrees to allow Runbeck employees access to the equipment, when requested, during normal working hours

Repair Services

During the term of the Agreement, as set forth in Section 27 thereof, should any component of the Equipment, to include hardware and software items listed above, become damaged and require repair as a result of Client's actions, Client agrees to pay Runbeck a Repair Fee of \$150.00 per hour.

Election Data

At the conclusion of the election, Runbeck will provide phone assistance with the export of all election data from the Equipment. This data will be retained by the Client. Media (DVDs, jump drives, etc.) for this data will be provided by the Client. Client is responsible for the retention of this media and data.

Training

Additional training requires an on-site support fee, indicated below.

Materials management

- Client is responsible for any pre-election inventory of Equipment consumables
- Client is responsible for purchasing consumables, the shipping and taxes associated with such consumables
- Client is responsible for providing storage area that provides adequate space and maintains proper environmental conditions for stocking of supplies. Client must provide Runbeck notice of election at least 75 days in advance of 1st day that services will be required. Client is responsible for installation of consumables while operating the Equipment during an election cycle

On-Site Support Fees

Optional dedicated on-site support and/or training (does not include election set-up or routine maintenance) will be billed at a rate of \$1,750.00 for the first day (an eight-hour work day) and \$1,500 for each additional eight-hour work day. The amount billed shall be due and payable within thirty (30) days of the invoice date. This service is subject to availability.

Other

Taxes

If taxes apply, they will be the sole responsibility of the Client.

Shipping Fees

Shipping fees will apply as goods may be purchased and need to be shipped to the jurisdiction. Shipping fees are the sole responsibility of the Client.

End of Contract Options – Subject to Section 27 of the Agreement, Client May:

- Renew with existing system, for which new Usage, License, Maintenance and Service agreements shall apply

- Renew with upgrade to existing system, for which new Usage, License, Maintenance and Service agreements shall apply

EXHIBIT B

SOFTWARE LICENSE

Grant and Scope of License

- A. Grant of License. Subject to Client's discharge of its material duties under this Agreement, to include the timely payment of any fees due hereunder, Runbeck hereby grants to Client an irrevocable, non-exclusive right and license to install, display and use the Software pursuant to the terms of the Agreement. For the avoidance of doubt, the license granted under this clause shall become revocable in the event that Client materially breaches this Agreement and Client fails to cure within the proscribed cure period.
- B. Title. Runbeck shall at all times retain title to the Software provided by it hereunder and Runbeck does not convey any proprietary interest therein to Client.
- C. Updates. For payment of the required fees by the Client as set forth herein and in the Agreement, Runbeck shall provide to Client updates of any Software licensed hereunder at no additional charge and continue to maintain the Software in accordance with the requirements of the attached Agreement as long as Client continues to pay annual license and support services fees with respect to such Software.
- D. Breach. In the event Client commits a material breach of its obligations under this Agreement, to expressly include failure to timely pay any fees due hereunder, and Client fails to cure the breach within sixty (60) days after receiving notice thereof, Runbeck may terminate this Agreement, and the license hereunder, immediately upon delivery of written notice to Client.

Annual License and Support Fee

- A. Fees. Runbeck will invoice Client for the annual License and Support Fee ("Fee"), set forth in Exhibit "D" to the Agreement. The annual License and Support Fee for the first year of this Agreement is included in the purchase and installation price of the Equipment. All payments of this Fee shall be made annually on each successive anniversary term of the Agreement, for as long as Client continues to use referenced Software. The license for the Software entitles Client to the warranties set forth in the "Warranties" section below but does not otherwise entitle Client to receive maintenance and support or updates to the Software. The annual License and Support Fee is subject to an annual adjustment not to exceed five percent (5%).
- B. Invoices. Runbeck's invoices will conform to the format requirements of the Client. Client will pay Runbeck's valid invoices within thirty (30) days after receipt.

Delivery, Installation and Acceptance

- A. Estimated Shipping. Runbeck agrees to ship the Software to the location, and on or about the Estimated Shipping date, set forth in Exhibit "D".

- B. Installation. Runbeck agrees to install the Software ready for use and in good working order and render said Software Functional as a part of the fully Functional System at the applicable location as soon as practicable after delivery, but in no event more than ten (10) days after delivery.
- C. Acceptance. Acceptance Testing and Acceptance of the Software as a part of the System shall be in accordance with the provisions of the attached Agreement.

Training

If Client's personnel require training in order to properly use the Software and System, Runbeck will provide such training for all users designated by Client, at a time agreed to by the Parties. All initial training by Runbeck in the proper use of the Software and System shall be at no additional charge, unless a fee for such training is otherwise agreed upon and funds appropriated and certified as available for such purposes by the Client in accordance with the Agreement.

Maintenance of Software; Term and Termination

- A. Maintenance Services. During the term of this Agreement and subject to payment of any required fees by the Client, Runbeck agrees to provide maintenance and support services for the Software ("Maintenance Services").
- B. Software Updates. Runbeck shall provide updates to the Software as they become available. Installation of Software updates will include testing and validation of the updated Software. Runbeck will provide the Client with a toll-free support hotline number that may be used to obtain assistance with the Software during the term of this Agreement, subject to payment of any required fees.
- C. Term and Termination. This Agreement shall be effective as of the date of execution by the Parties and shall expire upon termination of the Agreement, unless mutually terminated earlier. The parties have the right to terminate this Agreement in accordance with Section 9, ("Appropriations") of the Agreement.

Warranties

- A. In addition to any warranties which may be contained in the Agreement, Runbeck provides the following warranties:
 - i. Non-Infringement. Runbeck warrants that Runbeck owns the Software, including all associated rights, and has the right to grant Client the licenses provided pursuant to this Agreement, free from all liens, claims, encumbrances, security interests and other restrictions. Runbeck warrants that the Software does not and use of the Software will not; infringe any valid patents, copyrights, trademarks, trade secrets, or other proprietary rights of any third parties.
 - ii. Correction of Defects. In the event of discovery of any material defect in the Software, Client agrees to provide Runbeck with sufficient detail to allow Runbeck to verify and reproduce the error, and Runbeck shall use reasonable diligence to correct such defect. Runbeck shall use its reasonable efforts to promptly respond and thereafter to diagnose and correct the material defect. Runbeck is not responsible for any error in the Software that has been modified by Client without Runbeck's prior written consent. Client's sole remedy in the event of a

breach of this warranty is to require that Runbeck correct any material defects.

iii. Performance of Services. Runbeck represents and warrants that all services provided by Runbeck to Client will be performed in a timely, competent and workmanlike manner. Runbeck further represents and warrants that it has a sufficient number of competent, qualified employees to provide the Services to support the Software.

iv. Runbeck Disclaimer of All Other Warranties. Except as otherwise expressly stated in the Agreement, Runbeck makes no representations or warranties concerning the Software. THE FOREGOING WARRANTIES ARE IN LIEU OF, AND RUNBECK HEREBY EXPRESSLY DISCLAIMS, ALL OTHER WARRANTIES, BOTH EXPRESS AND IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE.

EXHIBIT C

EQUIPMENT MAINTENANCE AND SUPPORT SERVICES

Upon payment of the required fees by Client, Runbeck shall provide Equipment maintenance and support services as set forth in this Exhibit "C".

Annual License and Support Fee

Runbeck will invoice Client for the annual License and Support Fee ("Fee"), as set forth in Exhibit "D" to the Agreement. The Fee is subject to an annual adjustment not to exceed five percent (5%). The Annual License and Support Fee for the first year of this Agreement is included in the purchase price and installation price of the Equipment. All subsequent payments of this Fee shall be made on each successive anniversary term of this Agreement.

Equipment Maintenance Services

For payment of the Fee, Runbeck shall perform preventative maintenance on Equipment once each year. The maintenance will be performed on a date and time that is mutually acceptable to the Parties. The maintenance performed shall be Pre-election or Post-election Maintenance as described below:

A. Pre-election Preventative Maintenance

- i. Cleaning and inspection of the Equipment
- ii. Replacement of any worn parts that need to be replaced*
- iii. Correct any hardware or software issues
- iv. Post maintenance testing

B. Post-election Preventative Maintenance

- v. Cleaning and inspection of the Equipment
- vi. Replacement of any worn parts that need to be replaced*
- vii. Assisting the Client with the extracting of election data and archiving such data. Archive media will be provided by the Client
- viii. All systems will be properly shut down and power will be removed

* The Client is solely responsible for paying the cost (including the shipping costs and any applicable taxes) of any replacement parts and consumables that are needed for the Equipment.

Consumables

The Client acknowledges that the Equipment includes consumable items that require replacement. The consumables include, but are not limited to, such things as belts, rollers and tray tags. Client shall be solely responsible for the cost (including the shipping costs and any applicable taxes) to purchase all consumables that are needed for the Equipment. The Client is responsible for installation of the consumables.

Additional Remote Support

Runbeck will provide the Client with a toll-free telephone number that it may use for assistance in addressing any Equipment issues that may arise or for general questions related to the use of the Equipment.

EXHIBIT D

EQUIPMENT LIST AND PRICES

AgilisDuo Vote-By-Mail Processing System includes:

- AgilisDuo Sorting System
- Dual Output Trays
- Tray Tag Printer
- Scanning Signature Capture Software
- Signature Verification Client Software

INVOICE SCHEDULE

Invoice To: Storey County
26 S. B St. Drawer D
Virginia City, NV 89440
Attention: Dore Nevin
Interim Clerk & Recorder

Contract Period 2022 – 2026
Estimated Ship Date TBD
Actual Ship Date _____ (to be completed by accounting)

FOR INVOICING PURPOSES:

License Fees, Maintenance and Support Type of Service	Year 1 (2022-2023)	Year 2 (2023-2024)	Year 3 (2024-2025)	Year 4 (2025-2026)
AgilisDuo System	\$72,500			

Training (on-site 6-8 hours)	\$1,500			
Installation	\$1,500			
Set up and Integration	Included			
Shipping	TBD	n/a	n/a	n/a
License and Support Fee*	Included	\$12,500	\$12,500	\$12,500
Total	\$75,500	\$12,500	\$12,500	\$12,500

NOTES

Any applicable taxes are the sole responsibility of the Client

* Subject to an annual fee adjustment not to exceed five percent (5%), per Exhibit B.

* Subject to an annual adjustment not to exceed five percent (5%), per Exhibit C.

*** The four (4) year term of the Software License and the Equipment Maintenance and Support Services provisions shall commence on the date of delivery of the Equipment to the Client.



AGILIS DUO EQUIPMENT SUMMARY AND SPECIFICATIONS

The AgilisDuo® Tabletop Ballot Packet Sorting System is an innovative, low-to-mid volume ballot packet sorting solution that makes Vote-By-Mail ballot processing quick, safe and secure. AgilisDuo's compact size makes it ideal for jurisdictions with limited space to experience the efficiencies and cost reduction by using automated sorting.

Runbeck understands the value of incorporating ballot packet sorting for Vote-By-Mail elections. We have the system that fulfills Storey County's ballot packet sorting and scanning needs. Our Field Services Team will fully support your transition to this new system because *we want you to succeed*.

Features:

- Portable and convenient tabletop model measuring 73" x 23" x 23"
- Process speeds up to 1,500 per hour/200dpi
- Automated image capture
- On-screen display for manual verifications
- Works offline
- Date stamp
- Full audit capabilities
- Updates to voter registration databases upon customer request
 - Requires customer to provide updated voter registration data
- Output images as a TIFF

AgilisDuo Sorter highlights:

- ✓ Flexible initial setup including: Users, Mail sources, Signature Verification (SigVer) Codes and Reports
 - Challenge Report – sortable by date and pull status
 - Tray Report – drill down to see details of a tray and specific pieces within it
 - SigVer – checkout report
- ✓ Processes packets with a single scan pass
- ✓ Captures a black and white image of the packet
- ✓ Reads the AppID barcode to sort to a relevant pocket
- ✓ Ability to challenge mail pieces in SigVer client
- ✓ Tray tags are generated for filled pockets
- ✓ Reference images from VR database and scanned images from the AgilisDuo are stored for SigVer
- ✓ Invalid signatures are challenged based on the SigVer Reports

Components and Equipment

- ✓ Pocket full indicator
- ✓ AgilisDuo diagnostic application & Raspberry Pi
- ✓ Web interface for user interface, system messages, captured data, and reports.
- ✓ AppID barcode reader
- ✓ Zebra thermal printer for tray tags
- ✓ AgilisDuo network connection ports for workstation connectivity.

Partner Support

Runbeck provides full support through our Field Service Team along with providing detailed User Guides for easy reference. We want partners to be self-sufficient but also to know Runbeck is here to support you.



AGILIS DUO EQUIPMENT QUOTE

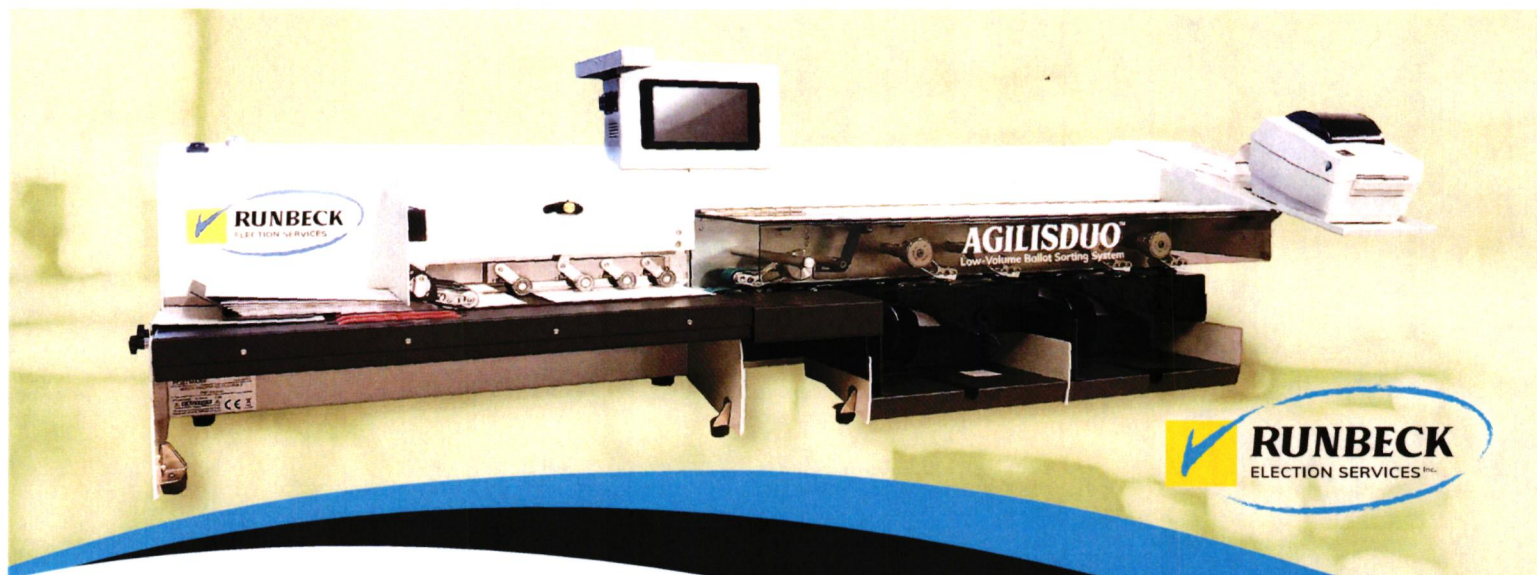
Client: Storey County, NV

AGILIS DUO PRICING – HARDWARE & SOFTWARE	PRICE
–AgilisDuo	\$72,500
Dual Output Trays	Included
Tray Tag Printer	Included
Scanning and Signature Capture Software	Included
Signature Verification Client Software	Included
TOTAL	\$72,500

AGILIS DUO PRICING – INSTALL & TRAINING	PRICE
Integration with current system	Included
Installation	\$1,500
Signature Verification Client Software Integration	Included
Training Onsite (6–8 hours)	\$1,500
Shipping	TBD
TOTAL (tax and shipping additional*)	\$3,000

AGILIS DUO – ANNUAL LICENSE & SUPPORT FEES	PRICE
Annual L&S Year 1	Included
Annual L&S Year 2	\$12,500
Annual L&S Year 3	\$12,500
Annual L&S Year 4	\$12,500

*Taxes and shipping are the responsibility of the jurisdiction



AGILIS DUO® MAIL BALLOT SCANNER & SORTER

Transform your Workflow Efficiency

The Runbeck AgilisDuo is an innovative low- to mid-volume mail ballot packet sorting solution that makes vote-by-mail packet processing quick, easy and affordable. The AgilisDuo delivers exceptional throughput and scanned image quality for signature image capture with date stamp. Get immediate updates to Voter Registration Databases to tabulate faster. No more completing every step of scanning and sorting manually. **Complete work in several hours that usually takes days!**

Capture and Upload Automatically

The AgilisDuo captures the entire front side of a ballot envelope, crop the signature image to allow county personnel to perform signature verification on every envelope. Reduce hand-counting with the Duo's sorting of batches. Eliminate the need for staff to move trays of packets around the office—less handling and movement means more secure elections.

Compact for Limited Space

The AgilisDuo is a tabletop mail scanner and sorter for counties with lower volumes to reduce costs and improve operation efficiency. It provides fast processing and reduces document preparation costs. The Duo measures 73" x 23" x 23" so it's small enough to fit in offices. This system is ideal for jurisdictions looking for a space-saving, high quality sorter and scanner.

PRODUCT FEATURES

- ✓ Portable and convenient tabletop model
- ✓ Process speeds up to 1,500 per hour/200dpi
- ✓ Auto image capture of packet and signature
- ✓ On-screen display for signature verifications
- ✓ Digital Signature Verification
- ✓ Automatic daily uploads to VR system
- ✓ Thin/Thickness detection
- ✓ Date stamp
- ✓ Tray tag tracking to locate ballots
- ✓ Full audit capabilities
- ✓ Works offline
- ✓ Automated batching

Contact Runbeck today at 877-230-2737

www.Runbeck.net | 877-230-2737 | 2800 S. 36th Street Phoenix, AZ 85034 | America's Election Partner®



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 4/19/2022 10:00 AM -
BOCC Meeting

Estimate of Time Required: 0-5

Agenda Item Type: Discussion/Possible Action

- **Title:** For consideration and possible approval of business license second readings:
- A. April Showers Water Truck Service LLC – Out of County / 21 Salvadore Dr, ~ Fernley, NV
- B. BRS Field Ops Nevada, LLC – Contractor / 1403 N. Research Way ~ Orem, UT
- C. Bruce Purves Construction Inc. – Contractor / 1360 Greg St. ~ Sparks, NV
- D. Contact Electric, Inc. – Contractor / 1070 Hartford Ct. ~ Reno, NV
- E. Comstock Meadows RV Park – General / 580 E. Sydney Dr. ~ McCarran, NV
- F. Deville Plumbing and Heating – Contractor / 774 Mays Blvd. #10-341 ~ Incline Village, NV
- G. Gardner's Water Service, Inc. – Contractor / 8595 Iroquois Tr. ~ Silver Springs, NV
- H. Great Basin Roofing LLC – Contractor / 1101 Hillcrest Ave. ~ Roseville, CA
- I. Par Western Line Contractors, LLC – Contractor / 11276 5th St. #100 ~ Rancho Cucamonga, CA
- J. Primary Power Electrical Services, LLC – Contractor / 1200 Golden Parkway ~ Fallon, NV
- K. Reno Engineering & Contracting LLC – Contractor / 9395 Hummer Ct. ~ Reno, NV
- L. Rustic Rope N' Treasures – General / 145 S. C St. ~ Virginia City, NV
- M. Samuel EPC, LLC – Contractor / 550 S. 18th St. ~ Abilene, TX
- N. Solcius, LLC – Contractor / 1555 N. Freedom Blvd. ~ Provo, UT
- O. Sonnikson and Stordahl Construction – Contractor / 4858 Sunrise Dr. ~ Martinez, CA
- P. UV Logistics Inc. – Transportation / 240 Wild Horse Canyon Way ~ McCarran, NV
- Q. West Coast Dirt Works – Contractor / 745 E. Greg St. #4 ~ Sparks, NV

- **Recommended motion:** Approval

- **Prepared by:** Ashley Mead

Department:

Contact Number: 7758470966

- **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.

- **Supporting Materials:** See attached

- **Fiscal Impact:** None

- **Legal review required:** False

- **Reviewed by:**

_____ Department Head

Department Name:

_____ County Manager

Other Agency Review: _____

- **Board Action:**

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

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: Dore Nevin, Clerk's office
Austin Osborne, County Manager

April 7, 2022
Via Email

Fr: Ashley Mead

Please add the following item(s) to the **April 19, 2022**

COMMISSIONERS Consent Agenda:

SECOND READINGS:

- A. April Showers Water Truck Service LLC** – Out of County / 21 Salvadore Dr, ~ Fernley, NV
- B. BRS Field Ops Nevada, LLC** – Contractor / 1403 N. Research Way ~ Orem, UT
- C. Bruce Purves Construction Inc.** – Contractor / 1360 Greg St. ~ Sparks, NV
- D. Contact Electric, Inc.** – Contractor / 1070 Hartford Ct. ~ Reno, NV
- E. Comstock Meadows RV Park** – General / 580 E. Sydney Dr. ~ McCarran, NV
- F. Deville Plumbing and Heating** – Contractor / 774 Mays Blvd. #10-341 ~ Incline Village, NV
- G. Gardner's Water Service, Inc.** – Contractor / 8595 Iroquois Tr. ~ Silver Springs, NV
- H. Great Basin Roofing LLC** – Contractor / 1101 Hillcrest Ave. ~ Roseville, CA
- I. Par Western Line Contractors, LLC** – Contractor / 11276 5th St. #100 ~ Rancho Cucamonga, CA
- J. Primary Power Electrical Services, LLC** – Contractor / 1200 Golden Parkway ~ Fallon, NV
- K. Reno Engineering & Contracting LLC** – Contractor / 9395 Hummer Ct. ~ Reno, NV
- L. Rustic Rope N' Treasures** – General / 145 S. C St. ~ Virginia City, NV
- M. Samuel EPC, LLC** – Contractor / 550 S. 18th St. ~ Abilene, TX
- N. Solcius, LLC** – Contractor / 1555 N. Freedom Blvd. ~ Provo, UT
- O. Sonnikson and Stordahl Construction** – Contractor / 4858 Sunrise Dr. ~ Martinez, CA
- P. UV Logistics Inc.** – Transportation / 240 Wild Horse Canyon Way ~ McCarran, NV
- Q. West Coast Dirt Works** – Contractor / 745 E. Greg St. #4 ~ Sparks, NV

Ec: Community Development
Commissioner's Office

Planning Department
Comptroller's Office

Sheriff's Office



**Storey County Board of County
Commissioners
Agenda Action Report**

Meeting date: 4/19/2022 10:00 AM -
BOCC Meeting

Estimate of Time Required: 30 min.

Agenda Item Type: Discussion/Possible Action

- **Title:** Call to Order Closed Session meeting pursuant to NRS 288.220 for the purpose of conferring with county management and legal counsel regarding labor negotiations with the Storey County Employees' Association Comstock Chapter, AFSCME Local 4041. This meeting will begin immediately following the general meeting of the Board of Storey County Commissioners.
- **Recommended motion:** No action.
- **Prepared by:** Austin Osborne

Department:

Contact Number: 7758470968

- **Staff Summary:** Pursuant to NRS 288 and the existing 2019-2022 collective bargaining agreement between the Storey County Employees' Association and the Storey County Board of County Commissioners, the bargaining agreement is proposed to be modified as tentatively agreed between the parties.
- **Supporting Materials:** See attached
- **Fiscal Impact:** none
- **Legal review required:** TRUE
- **Reviewed by:**

_____ Department Head

Department Name:

_____ County Manager

Other Agency Review: _____

- **Board Action:**

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