



STOREY COUNTY BOARD OF COUNTY COMMISSIONERS MEETING

8/2/2022 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**

Dial by your location

+1 253 215 8782 US (Tacoma)
+1 346 248 7799 US (Houston)
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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, Storey County Highway Board and the Storey County Liquor and Licensing 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 the August 2, 2022, meeting.

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

Consideration and possible approval of the minutes for July 11, 2022, special meeting.

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

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

A. Bradstreet Investments LLC – Home Business / 350 Prospector ~ Dayton, NV

B. HM Drywall & Paint LLC – Contractor / 230 Richards Way ~ Sparks, NV

C. Melissa Hackworth – General / 88 Megabyte Dr. ~ Sparks, NV

D. Membrion Inc. – Out of County / 3257 17th Ave W. Bldg 3 ~ Seattle, WA

E. Rocky Brands US LLC – General / 425 E. Sydney ~ Sparks, NV

F. Thyssenkrupp Industrial Solutions (USA) Inc. – General / 75 Germany Cir. ~ Sparks, NV

G. Wood & Coal Studio LLC – Home Business / 3095 S. D St. ~ Virginia City, NV

II Consideration and possible approval of Personnel Policy 701, Health Insurance Coverage. The revision of this policy provides coverage for dependents of elected officials.

III Approval of claims in the amount of \$2,318,560.10

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

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

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

9. DISCUSSION/FOR POSSIBLE ACTION:

Consideration and possible approval of colocation facilities agreement and Service Order with Switch. The agreement provides that Switch will supply a cabinet within its server facility at the TRI Center within which the County can place its networked information technology equipment. Switch will also provide power and internet connectivity services. The County will be billed a minimum monthly recurring charge of approximately \$1,193.00 per month. Added to the monthly recurring charge will be the county's data usage rate which will be billed at the rate of \$2.50 per megabyte for the month in which the data usage rate is calculated. There will also be an initial nonrecurring charge of \$2,875.00 and a security deposit of \$1,193.00. The agreement will terminate on June 30, 2027.

10. DISCUSSION/FOR POSSIBLE ACTION:

Consideration and possible approval to authorize the County Manager to accept a bid for repairs to the historic Courthouse iron fence including approximately \$12,000 for cast iron mold creation by Boyens Design, and to seek and accept a bid up to approximately \$18,000 for foundry iron work by a qualified foundry in accordance with the fiscal-year 2023 budget and capital improvement plan.

11. DISCUSSION/FOR POSSIBLE ACTION:

Consideration and possible approval to authorize the County Manager to approve a contract modification with the United States Geological Survey (USGS) to continue a five-year program, and extends the period of performance from June 30, 2023 to September 30, 2023, of voluntary monitoring of groundwater levels and quality, aquifer conditions, and other geotechnical review in the "Highlands" area, Storey County. Funding for the modification to this agreement between Storey County and the USGS remains unchanged.

12. DISCUSSION/FOR POSSIBLE ACTION:

Consideration and possible approval of the Devnet Contract Renewal - 5 years for the Assessor and Treasurer collections

13. DISCUSSION/FOR POSSIBLE ACTION:

Consideration and possible approval directing the Comptroller to sign the Tyler Service Agreement to move from an on premises environment to a hosted environment in the amount of \$40,100 annually.

14. DISCUSSION/FOR POSSIBLE ACTION:

Consideration and possible approval to give County Manager authority to renew option in the lease between Canyon General Improvement District (Canyon GID) and Storey County regarding Canyon GID-owned land in Lockwood. The Sheriff's Office maintains a substation on the leased land. Exercise of the option would extend the lease for an additional ten years at a rate of \$500.00 per month.

15. DISCUSSION/FOR POSSIBLE ACTION:

Consideration and possible approval of ten year maintenance work to the elevators in the Courthouse and Piper's Opera House. This is required maintenance at ten year intervals. The estimated cost for this work is \$19,500.00 as quoted by Otis Elevator.

16. DISCUSSION/FOR POSSIBLE ACTION:

Consideration and possible approval of a Vactor Truck in the approximate amount of \$600,000.00. This purchase was previously approved during budget hearings out of the Equipment Acquisition Fund in this current budget year.

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

18. DISCUSSION/FOR POSSIBLE ACTION:

Consideration and possible approval of the modified FY2022 – 2028 Storey County Fire Protection District Capital Improvement Plan (CIP) including facilities and infrastructure, plans and studies, staffing, and equipment and vehicles.

19. DISCUSSION/FOR POSSIBLE ACTION:

Consideration and possible approval of Resolution No: 22-658, annually updating mitigation rates for the deployment of emergency and non-emergency services by the Storey County Fire Protection District for incidents outside of Storey County, large-scale hazardous materials incidents, motor vehicle accidents, and negligent or criminal fires.

20. DISCUSSION/FOR POSSIBLE ACTION:

Consideration and possible approval of the annual Cooperative Agreement and Operating Plan between the Storey County Fire Protection District and Truckee Meadows Fire Protection District.

21. RECESS TO CONVENE AS THE STOREY COUNTY HIGHWAY BOARD

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

Report of public works department regarding roads and highways in Storey County.

23. **ADJOURN TO RECONVENE AS THE STOREY COUNTY BOARD OF COUNTY COMMISSIONERS**

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

Consideration and possible approval to modify the scope of work of a previously awarded county non-profit grant to Comstock Community Television allowing funds to be applied toward operating and equipment expenses.

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

For consideration and possible approval of business license second readings:

- A. Bluth Development LLC – Contractor / PO Box 18983 ~ Reno, NV
- B. CASS NV, LLC – General / 2455 Peru ~ Sparks, NV
- C. Joe Kelley Construction Co. – Contractor / 12550 Lake Station Place ~ Louisville, KY
- D. NV Energy – Contractor / 6100 Neil Rd. ~ Reno, NV
- E. Ruitter Construction, LLC – Contractor / 3355 Palms Center Dr. ~ Las Vegas, NV
- F. The Paper Chaser – Home Business / 21435 Saddleback Rd. ~ Reno, NV
- G. Walker Cellular, Inc. – Contractor / 150 Flocchini Cir. ~ Lincoln, CA
- H. Wire Me Electric, Inc. – Contractor / 1380 Greg St. Ste. 237 ~ Sparks, NV

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

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

NOTICE:

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

gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

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

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

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

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

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

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

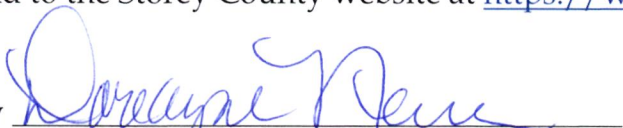
USDA is an equal opportunity provider, employer, and lender.

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

CERTIFICATION OF POSTING

I, 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 9:00 AM 07/28/2022; 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 at 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: 8/2/2022 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 the August 2, 2022 meeting.
- **Recommended motion:** Approve or amend as necessary.
- **Prepared by:** DORE

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

- **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



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 8/2/2022 10:00 AM -
BOCC Meeting

Estimate of Time Required: 5 min

Agenda Item Type: Consent Agenda

- **Title:** Consideration and possible approval of the minutes for July 11, 2022 special meeting.

- **Recommended motion:** Approve or amend as necessary.

- **Prepared by:** DORE

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

- **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



STOREY COUNTY BOARD OF COUNTY COMMISSIONERS MEETING

TUESDAY, JULY 11, 2022 10:00 A.M.

DISTRICT COURTROOM
26 SOUTH B STREET, VIRGINIA CITY, NEVADA

SPECIAL MEETING MINUTES

JAY CARMONA
CHAIRMAN

ANNE LANGER
DISTRICT ATTORNEY

CLAY MITCHELL
VICE-CHAIRMAN

LANCE GILMAN
COMMISSIONER

DOREAYNE NEVIN
CLERK-TREASURER

Roll Call: Chairman Jay Carmona, Vice-Chairman Clay Mitchell, County Manager Austin Osborne, Clerk/Treasurer Doreayne Nevin, Deputy District Attorney Keith Loomis, Senior Planner Kathy Canfield, Lyndi Renaud.

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

Meeting was called to order by Chairman Carmona at 10:05 a.m.

2. PLEDGE OF ALLEGIANCE

Commissioner Carmona led those present in the Pledge of Allegiance.

3. DISCUSSION/FOR POSSIBLE ACTION: Consideration and possible approval of the Agenda for July 11, 2022.

Public Comment: None

Motion: I, Commissioner Mitchell move to approve today's meeting Agenda as presented.

Seconded by: Commissioner Carmona, **Vote:** Motion carried 2-0.

4. PUBLIC COMMENT: (No action)

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

No staff reports

6. BOARD COMMENT (No Action – No Public Comment):

No board comments.

7. DISCUSSION/POSSIBLE ACTION: Consideration and possible approval of the canvas of recount results from the June 14, 2022, Republican Primary Election for the Statewide office of Governor, including making an abstract of the recount results and ordering the County Clerk to certify the abstract, make a copy of the certified abstract, as well as transmit a mechanized report of the abstract to the Secretary of State in compliance with NAC 293.365.

Clerk Treasurer Doreayne Nevin said the recount was requested by Joey Gilbert, a Republican candidate for governor. The recount was conducted on June 30, 2022, and completed on July 1, 2022. Our numbers all matched to the primary election held on June 14. I ask that you approve the canvas and abstract of votes for the Storey County 2022 Primary election recount held on June 30.

Public Comment: None

Motion: I, Commissioner Mitchell move to approve the canvas and abstract of the vote of the 2022 Primary Election recount held on June 30, 2022. **Seconded by:** Commissioner Carmona, **Vote:** Motion carried 2-0.

8. DISCUSSION/POSSIBLE ACTION: Consideration and possible approval of amendment to the list of appointees to serve on state, county, and regional boards and committees by appointing Business Development Officer Lara Mather to replace County Manager Austin Osborne as the appointed seat county representative on the Northern Nevada Development Authority (NNDA) for the remainder of the 2022 calendar year.

County Manager Austin Osborne said what's being proposed here is as Lara Mather has assumed our Business Development Officer position, it only seems right that she would sit on the NNDA appointed seat board, and so I am recommending this board take action on that.


Public Comment: None

Motion: I, Commissioner Mitchell move to approve the recommended amendment to the list of appointees to serve on state, county, and regional boards and committees by appointing Business Development Officer Lara Mather to replace County Manager Austin Osborne as the appointed seat county representative on the Northern Nevada Development Authority (NNDA) for the remainder of the 2022 calendar year. **Seconded by:** Commissioner Carmona. **Vote:** Motion carried 2-0.

9. PUBLIC COMMENT: (No action) None

10. ADJOURNMENT of all active and recessed Boards on the Agenda: Chairman Carmona adjourned the meeting at 10:13 a.m.

Respectfully submitted,

By: 
Doreayne Nevin, Clerk-Treasurer.



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 8/2/2022 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. Bradstreet Investments LLC – Home Business / 350 Prospector ~ Dayton, NV
- B. HM Drywall & Paint LLC – Contractor / 230 Richards Way ~ Sparks, NV
- C. Melissa Hackworth – General / 88 Megabyte Dr. ~ Sparks, NV
- D. Membrion Inc. – Out of County / 3257 17th Ave W. Bldg 3 ~ Seattle, WA
- E. Rocky Brands US LLC – General / 425 E. Sydney ~ Sparks, NV
- F. Thyssenkrupp Industrial Solutions (USA) Inc. – General / 75 Germany Cir. ~ Sparks, NV
- G. Wood & Coal Studio LLC – Home Business / 3095 S. D St. ~ Virginia City, 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

July 25, 2022
Via Email

Fr: Ashley Mead

Please add the following item(s) to the **August 02, 2022**

COMMISSIONERS Consent Agenda:

FIRST READINGS:

- A. Bradstreet Investments LLC** – Home Business / 350 Prospector ~ Dayton, NV
- B. HM Drywall & Paint LLC** – Contractor / 230 Richards Way ~ Sparks, NV
- C. Melissa Hackworth** – General / 88 Megabyte Dr. ~ Sparks, NV
- D. Membrion Inc.** – Out of County / 3257 17th Ave W. Bldg 3 ~ Seattle, WA
- E. Rocky Brands US LLC** – General / 425 E. Sydney ~ Sparks, NV
- F. Thyssenkrupp Industrial Solutions (USA) Inc.** – General / 75 Germany Cir. ~ Sparks, NV
- G. Wood & Coal Studio LLC** – Home Business / 3095 S. D St. ~ Virginia City, 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: 8/2/2022 10:00 AM -
BOCC Meeting

Estimate of Time Required: 15 min.

Agenda Item Type: Consent Agenda

- **Title:** Consideration and possible approval of Personnel Policy 701, Health Insurance Coverage. The revision of this policy provides coverage for dependents of elected officials.
- **Recommended motion:** I (commissioner) move to approve the presented personnel policy 701, Health Insurance Coverage.
- **Prepared by:** Jeanne Greene

Department: **Contact Number:** 7758470968

- **Staff Summary:** The policy revision is recommended to provide health insurance dependent coverage for elected officials.
- **Supporting Materials:** See attached
- **Fiscal Impact:** Available.
- **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 ADMINISTRATIVE
POLICIES AND PROCEDURES**

NUMBER 701
EFFECTIVE DATE: 12-2-08
REVISED: 08-02-11/01-05-15
01-02-18/06-21-22
08-02-22

AUTHORITY: BOC

COUNTY MANAGER: AO

SUBJECT: Health Insurance Coverage

1. PURPOSE

To establish eligibility for health insurance benefits. Health insurance benefits is to include hospitalization, major medical, dental and vision, and prescription medications.

2. POLICY

2.1 Definitions

- **Health Insurance:** Insurance coverage for medical, dental, vision, and prescription consistent with active employee coverage.
- **Initial Date of Hire:** The first date on which a regular employee in a position which is considered more than half-time (average 21 hours or more per week) is employed.
- **Medicare Eligible:** The point when a retiree or dependent 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.
- **Open Enrollment:** The period designated annually by the HR Director during which changes in coverage under county plans may be made by participants.
- **Plan year:** The period set forth by the Storey County Board of Commissioners in which program benefits and rates are offered for enrollment.

2.2 Benefits

The specific terms and conditions of coverage are specified in the plan document for medical, dental, vision, prescription drug, and Accidental Death and Dismemberment (AD&D) insurance issued by the insurance company. See policy 702 for Life and AD&D insurance.

2.3 Eligibility

Elected officers of the county are eligible to enroll in the group health insurance plan effective the first day of the month following the official administration of the oath of office. Full-time regular employees and part-time regular employees who are regularly scheduled to work at least an average of 21 hours per week are eligible to enroll in the group health insurance plan effective the first of the month following 60 days of employment. Employee's spouse and dependents are also eligible for coverage under the insurance plan as allowable by the provisions of this policy and the applicable collective bargaining agreement.

2.4 Employee Coverage

- The employer will pay one hundred percent 100 percent of the monthly premiums for health insurance for all regular full-time employees.
- For employees hired on or after July 1, 2005, the employer will pay a prorated percentage of monthly health insurance premiums based on actual hours scheduled to be worked for regular part-time employees working at least an average of 21 hours, but less than 40 hours, per workweek.
- Employees must authorize a payroll deduction of any share of the health coverage premium which is to be paid by the employee.

2.5 Dependent and Spouse Coverage

Fiscal Year 2022-2023

- For employees hired before July 1, 2014, the employer will pay 85 percent of the monthly health insurance premiums for the employee's dependents (up to age 26) and 85 percent for the employee's spouse who is not eligible for any other health insurance or Medicare Part A and Part B coverage.
- For employees hired on, or after, July 1, 2014, the employer will pay 60 percent of the monthly health insurance premiums for the employee's dependents (up to age 26) and 60 percent for the employee's spouse who is not eligible for any other health insurance or Medicare Part A and Part B coverage.

Beginning July 1, 2023

- For all employees, the employer will pay 70 percent of the monthly health insurance premiums for the employee's dependents (up to age 26) and 70 percent for the employee's spouse who is not eligible for any other health insurance or Medicare Part A and Part B coverage.
- Effective May 1, 2012, if the employee's spouse is eligible for any other health insurance coverage, or Medicare Part A and Part B, the employee may choose to cover his/her spouse on employer's health, dental, and/or vision plan for a charge equal to 50 percent of the cost of the spouse's coverage under the employer's plan. The employee shall provide to the HR office on a county provided affidavit annual certification stating whether his/her spouses is eligible for any other health insurance or Medicare coverage.

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2.6 Elected Officials

- For elected officials that take office, or were hired, prior to July 2014, the employer will pay 100 percent of the monthly health insurance premiums for the employee's dependents (up to age 26) and 100 percent for the employee's spouse who is not eligible for any other health insurance or Medicare Part A and Part B coverage. When salaries are increased per NRS 245.043, this policy provision will be reconsidered.
- Elected officials taking office, or hired, after July 2014 will be required to pay dependent coverage as provided in 2.5 of this policy.

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2.7 Pay In-Lieu of Benefit (Health insurance medical coverage)

- The employee may opt out of employer provided insurance plan coverage. Doing so, the employee is required to opt out of all three insurance plans, including health, dental, and

vision. The employee opting out of this program will receive 50 percent of the insurance premium attributable to the medical and prescription coverage, that the employer would have paid for employee for the employer provided insurance coverage. Premium percentage will be paid to the employee via payroll once per month and will be considered taxable income. The amount paid will be included in calculating the employee's regular rate of pay for the purposes of calculating overtime. Opt out may only be done annually during the open enrollment period or upon an employee becoming newly eligible for coverage.

- No employee who is in any way covered under the county insurance plan may receive Pay In-Lieu of Benefit.

2.87 Sick Leave HSA Contribution

Employees may utilize up to 40 hours of his/her accrued sick leave to be utilized as an HSA contribution or toward their monthly insurance premium, provided that the employee maintains 240 hours of sick leave in their bank. This election take place twice annually in the second full pay period in June and December. Signed requests must be submitted with the employee's timecard. Total annual contributions to the HSA cannot exceed limits outlined in law.

2.98 Plan Changes

The employer will periodically evaluate the health coverage plan that is offered and make adjustments, as the employer deems appropriate, in the level of coverage and the amount of premium cost to be paid by the employer.

RESPONSIBILITY FOR REVIEW: The County HR Director will review this policy every 5 years or sooner as necessary.



Storey County Board of County Commissioners

Agenda Action Report

Meeting date: 8/2/2022 10:00 AM -
BOCC Meeting

Estimate of Time Required: 0 min

Agenda Item Type: Consent Agenda

- **Title:** Approval of claims in the amount of \$2,318,560.10
- **Recommended motion:** Approval of claims as submitted
- **Prepared by:** Cory Y Wood

Department: **Contact Number:** 7758471133

- **Staff Summary:** Please find attached claims
- **Supporting Materials:** See attached
- **Fiscal Impact:** N/A
- **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

Vendor History Report

By Vendor Name

Posting Date Range 07/22/2022 - 07/22/2022

Payment Date Range 07/22/2022 - 07/22/2022

Payable Number	Description	Units	Price	Post Date	1099 Account Number	Payment Number	Payment Date	Account Name	Amount	Shipping	Tax	Discount	Net	Payment
Vendor Set: 01 - Storey County Vendors														
405424 - OPTUM BANK, MEMBER FDIC														
INV0016537	HSA Contributions	0.00	0.00	7/22/2022	001-29506-000	DFT0001164	7/22/2022	Insurances	34,760.88	0.00	0.00	0.00	34,760.88	34,760.88
					020-29506-000			Rds-Ins	30,475.01	0.00	0.00	0.00	30,475.01	30,475.01
					090-29506-000			Wtr-Ins	26,354.20					
					130-29506-000			Swr-Ins	741.40					
					230-29506-000			VCTC-Ins	228.00					
					231-29506-000			Pipers-Ins	198.00					
									2,753.24					
									200.17					
INV0016538	HSA Contributions	0.00	0.00	7/22/2022	250-29506-000	DFT0001165	7/22/2022	Fire-Ins	4,160.87	0.00	0.00	0.00	4,160.87	4,160.87
					270-29506-000			FireMutual-Ins	3,941.21					
					290-29506-000			Fire-Ins	118.07					
									101.59					
INV0016539	HSA Contributions	0.00	0.00	7/22/2022	001-29506-000	DFT0001166	7/22/2022	Insurances	125.00	0.00	0.00	0.00	125.00	125.00
									125.00					
Vendors: (1)									34,760.88	0.00	0.00	0.00	34,760.88	34,760.88
Total 01 - Storey County Vendors:									34,760.88	0.00	0.00	0.00	34,760.88	34,760.88
Vendor Total:									34,760.88	0.00	0.00	0.00	34,760.88	34,760.88

Approved by the Storey County Board of Commissioners:

Chairman

Commissioner

Commissioner

[Signature]

Comptroller

[Signature]

Date

Treasurer

Date



STOREY COUNTY

Vendor History Report

By Vendor Name

Posting Date Range 07/22/2022 - 07/22/2022

Payment Date Range 07/22/2022 - 07/22/2022

Payable Number	Item Description	Description	Units	Price	Post Date	1099	Payment Number	Payment Date	Amount	Shipping	Tax	Discount	Net	Payment
					Amount	Account Number	Account Name	Dist Amount						
Vendor Set: 01 - Storey County Vendors														
404300 - INTERNAL REVENUE SERVICE														
INV0016555	Medicare	Medicare	0.00	0.00	7/22/2022	DFT0001167	7/22/2022	16,493.54	0.00	0.00	0.00	0.00	16,493.54	16,493.54
									91,551.81	0.00	0.00	0.00	91,551.81	91,551.81
INV0016556	Social Security	Social Security	0.00	0.00	7/22/2022	DFT0001168	7/22/2022	3,325.72	0.00	0.00	0.00	0.00	3,325.72	3,325.72
									16,493.54	0.00	0.00	0.00	16,493.54	16,493.54
INV0016557	Federal Income Tax w/h	Federal Income Tax w/held	0.00	0.00	7/22/2022	DFT0001169	7/22/2022	71,732.55	0.00	0.00	0.00	0.00	71,732.55	71,732.55
									71,732.55	0.00	0.00	0.00	71,732.55	71,732.55
Vendors: (1)									91,551.81	0.00	0.00	0.00	91,551.81	91,551.81
Total 01 - Storey County Vendors:									91,551.81	0.00	0.00	0.00	91,551.81	91,551.81
Vendors: (1)									91,551.81	0.00	0.00	0.00	91,551.81	91,551.81
Report Total:									91,551.81	0.00	0.00	0.00	91,551.81	91,551.81

Approved by the Storey County Board of Commissioners:

Chairman	Commissioner	Commissioner
Comptroller		Date
		7-25-22
Treasurer		Date



STOREY COUNTY

Check Register

Packet: APPKT04373 - 2022/07/22 PERS 715 LS

By Check Number

Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank-AP Bank						
405456	PUBLIC EMPLOYEES RETIREMENT	07/22/2022	EFT	0.00	60,616.48	10314

Bank Code AP Bank Summary


Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	0	0	0.00	0.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	2	1	0.00	60,616.48
	2	1	0.00	60,616.48

Approved by the Storey County Board of Commissioners:

Chairman

Commissioner

Commissioner


Comptroller

7-25-22
Date

Treasurer

Date

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash Account	7/2022	60,616.48
			60,616.48



STOREY COUNTY

Check Register

Packet: APPKT04372 - 2022-07-22 PR Payment LS

By Check Number

Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank-AP Bank						
405456	PUBLIC EMPLOYEES RETIREMENT	07/22/2022	EFT	0.00	93,301.09	10311
404869	SCSO EMPLOYEES ASSOCIATIO	07/22/2022	EFT	0.00	432.00	10312
404639	VOYA RETIREMENT INS	07/22/2022	EFT	0.00	10,168.48	10313
300003	AFLAC	07/22/2022	Regular	0.00	1,228.74	107360
300008	AFSCME LOCAL4041	07/22/2022	Regular	0.00	617.57	107361
405610	CALIFORNIA STATE DISBURSEMENT	07/22/2022	Regular	0.00	388.15	107362
405519	CIGNA HEALTH & LIFE INSURANCE C	07/22/2022	Regular	0.00	13,598.78	107363
300001	COLONIAL LIFE & ACCIDENT	07/22/2022	Regular	0.00	103.38	107364
404704	NATIONWIDE	07/22/2022	Regular	0.00	116.18	107365
405264	FIDELITY SEC LIFE INS CO	07/22/2022	Regular	0.00	46.61	107366
405263	KANSAS CITY LIFE INS CO	07/22/2022	Regular	0.00	294.37	107367
406598	MICHIGAN STATE DISBURSEMENT L	07/22/2022	Regular	0.00	622.30	107368
300011	NEVADA STATE TREASURER	07/22/2022	Regular	0.00	2.00	107369
406600	NORTHWEST FIRE FIGHTER BENEFIT	07/22/2022	Regular	0.00	2,589.55	107370
103233	PUBLIC EMPLOY RETIREMENT SYSTEM	07/22/2022	Regular	0.00	774.00	107371
300010	STATE COLLECTION & DISBURSEMEI	07/22/2022	Regular	0.00	96.54	107372
300006	STOREY CO FIRE FIGHTERS ASSOC	07/22/2022	Regular	0.00	1,640.00	107373
300005	WASHINGTON NATIONAL INS	07/22/2022	Regular	0.00	578.58	107374

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	23	15	0.00	22,696.75
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	7	3	0.00	103,901.57
	30	18	0.00	126,598.32

Approved by the Storey County Board of Commissioners:

Chairman

Commissioner

Commissioner

Comptroller

Date

Treasurer

Date

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash Account	7/2022	126,598.32
			<u>126,598.32</u>



STOREY COUNTY

Payment Reversal Register

APPKT04371 - 2022-06-30 Void Duplicate Pmt Ck 106864 cw

Canceled Payables

Vendor Set: 01 - Storey County Vendors

Bank: AP Bank - AP Bank

Vendor Number 406627 Vendor Name NVB EQUIPMENT

Payment Type Check Payment Number 106864

Payable Number: HI46197 Description: Inv. # HI46197 Dozer Supplies

Total Vendor Amount

-4,554.82

Original Payment Date	Reversal Date	Cancel Date	Payment Amount
06/03/2022	06/03/2022	06/30/2022	-4,554.82
Payable Date	Due Date	Payable Amount	
06/03/2022	06/03/2022	4,554.82	

Approved by the Storey County Board of Commissioners:

Chairman

Commissioner

Commissioner


Comptroller

7-28-22
Date

Treasurer

Date

Bank Code Summary

Bank Code	Canceled Payables	Payables Left To Pay Again	Total
AP Bank	-4,554.82	0.00	-4,554.82
Report Total:	-4,554.82	0.00	-4,554.82



STOREY COUNTY

Check Register

Packet: APPKT04370 - 2022-04-22 Msg WF Charges cw

By Check Number

Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank-AP Bank						
	Void	07/21/2022	Regular	0.00	0.00	107359
404295	WELLS ONE COMMERCIAL CARD	04/22/2022	Bank Draft	0.00	855.21	DFT0001170

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	0	0	0.00	0.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	0.00
Bank Drafts	4	1	0.00	855.21
EFT's	0	0	0.00	0.00
	4	2	0.00	855.21

Approved by the Storey County Board of Commissioners:

Chairman

Commissioner

Commissioner

Comptroller

Date

Treasurer

Date

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash Account	4/2022	855.21
			<hr/> 855.21



STOREY COUNTY

Payroll Check Register Report Summary

Pay Period: 7/4/2022-7/17/2022

Packet: PRPKT01478 - 2022-07-22 Payroll LS

Payroll Set: Storey County - 01

Type	Count	Amount
Regular Checks	17	15,540.63
Manual Checks	0	0.00
Reversals	0	0.00
Voided Checks	0	0.00
Direct Deposits	205	455,591.86
Total	222	471,132.49

Approved by the Storey County Board of Commissioners:

Chairman

Commissioner

Commissioner



Comptroller

7.25.22

Date

Treasurer

Date



STOREY COUNTY

Payment Reversal Register

APPKT04323 - 2022-06-30 Void 105847 cw

Canceled Payables

Vendor Set: 01 - Storey County Vendors

Bank: AP Bank - AP Bank

Vendor Number Vendor Name
406535 FAJARDO, ALEX

Total Vendor Amount
-166.67

Payment Type Payment Number
Check 105847

Original Payment Date Reversal Date Cancel Date Payment Amount
02/11/2022 02/11/2022 06/30/2022 -166.67

Payable Number: Description
Alex Fajardo Refund - Unknown PNP Payment

Payable Date Due Date Payable Amount
02/11/2022 02/11/2022 166.67

Approved by the Storey County Board of Commissioners:

Chairman

Commissioner

Commissioner


Comptroller

7.25.22
Date

Treasurer

Date

Bank Code Summary

Bank Code	Canceled Payables	Payables Left To Pay Again	Total
AP Bank	-166.67	0.00	-166.67
Report Total:	-166.67	0.00	-166.67



STOREY COUNTY

Payroll Check Register Report Summary

Pay Period: 7/13/2022-7/13/2022

Packet: PRPKT01473 - Speltz correction LS
Payroll Set: Storey County - 01

Type	Count	Amount
Regular Checks	0	0.00
Mantal Checks	0	0.00
Reversals	0	0.00
Voided Checks	0	0.00
Direct Deposits	1	541.15
Total	1	541.15

Approved by the Storey County Board of Commissioners:

Chairman

Commissioner

Commissioner


Comptroller

7.25.22
Date

Treasurer

Date



STOREY COUNTY

Vendor History Report




By Vendor Name

Posting Date Range 07/13/2022 - 07/15/2022

Payment Date Range 07/13/2022 - 07/15/2022

Payable Number	Description	Units	Price	Post Date	1099	Payment Number	Payment Date	Amount	Shipping	Tax	Discount	Net	Payment
Item Description				Amount	Account Number		Account Name	Dist	Amount				
Vendor Set: 01 - Storey County Vendors													
404300 - INTERNAL REVENUE SERVICE	Medicare	0.00	0.00	7/13/2022	001-29503-000	DFT0001155	7/13/2022	322.74	0.00	0.00	0.00	322.74	322.74
INV0016514	Medicare			24.70			Medicare	24.70	0.00	0.00	0.00	24.70	24.70
INV0016515	Federal Income Tax w/held	0.00	0.00	7/13/2022	001-29501-000	DFT0001156	7/13/2022	298.04	0.00	0.00	0.00	298.04	298.04
Federal Income Tax w/h				298.04			Federal w/holding	298.04					
Vendors: (1)								Total 01 - Storey County Vendors:					
Vendors: (1)								322.74	0.00	0.00	0.00	322.74	322.74
Report Total:								322.74	0.00	0.00	0.00	322.74	322.74

Approved by the Storey County Board of Commissioners:

Chairman	Commissioner	Commissioner
		
Comptroller	Date	Date
	7.25.22	
Treasurer		



STOREY COUNTY

Vendor History Report

By Vendor Name

Posting Date Range 07/15/2022 - 07/15/2022

Payment Date Range 07/15/2022 - 07/15/2022

Payable Number	Item Description	Description	Units	Price	Post Date	Amount	1099 Account Number	Payment Number	Payment Date	Account Name	Amount	Shipping Dist Amount	Tax	Discount	Net	Payment
Vendor Set: 01 - Storey County Vendors																
404300 - INTERNAL REVENUE SERVICE	INV0016517	Medicare	0.00	0.00	7/15/2022	31.90	001-29503-000	DFT0001161	7/15/2022	Medicare	66.61	0.00	0.00	0.00	66.61	66.61
											31.90	31.90	0.00	0.00	31.90	31.90
INV0016518		Federal Income Tax w/held	0.00	0.00	7/15/2022	34.71	001-29501-000	DFT0001162	7/15/2022	Federal w/holding	34.71	0.00	0.00	0.00	34.71	34.71
											34.71	34.71				
Vendors: (1) Total 01 - Storey County Vendors:											66.61	0.00	0.00	0.00	66.61	66.61
Vendors: (1) Report Total:											66.61	0.00	0.00	0.00	66.61	66.61

Approved by the Storey County Board of Commissioners:

Chairman	Commissioner	Commissioner
Comptroller	Date	Date
	7-25-22	
Treasurer		



STOREY COUNTY

Payroll Check Register Report Summary

Pay Period: 7/15/2022-7/15/2022

Type	Count	Amount
Regular Checks	1	1,049.34
Manual Checks	0	0.00
Reversals	0	0.00
Voided Checks	0	0.00
Direct Deposits	0	0.00
Total	1	1,049.34

Approved by the Storey County Board of Commissioners:

Chairman

Commissioner

Commissioner



Comptroller



Date

Treasurer

Date



STOREY COUNTY

Check Register

Packet: APPKT04358 - 2022-07-15 AP Payments 6/30 & 7/15
CW

By Check Number

Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank-AP Bank						
406510	SILVER STATE GOVERNMENT RELAT	07/15/2022	Regular	0.00	4,000.00	107208
100135	ALSCO INC	07/15/2022	Regular	0.00	140.00	107209
401497	ANTINORO, GERALD	07/15/2022	Regular	0.00	1,506.24	107210
403651	ARC HEALTH AND WELLNESS	07/15/2022	Regular	0.00	9,290.00	107211
103061	ASSESSOR'S ASSOC OF NEV	07/15/2022	Regular	0.00	335.00	107212
100073	AUTO & TRUCK ELECTRIC, INC	07/15/2022	Regular	0.00	312.00	107213
405113	AXON ENTERPRISE, INC	07/15/2022	Regular	0.00	18,008.42	107214
405337	BARRELS-O-CANDY	07/15/2022	Regular	0.00	303.24	107215
405332	BATTLE BORN DIGIAL MEDIA AND M	07/15/2022	Regular	0.00	323.40	107216
403959	BENDER, DEBORAH	07/15/2022	Regular	0.00	165.00	107217
406408	BRADY INDUSTRIES OF NEVADA LLC	07/15/2022	Regular	0.00	506.43	107218
405028	RYAN'S ROCK AND HOE	07/15/2022	Regular	0.00	7,730.00	107219
405077	MACKAY MANSION	07/15/2022	Regular	0.00	700.00	107220
401162	BROWNWELL, KELLY	07/15/2022	Regular	0.00	366.00	107221
406658	BRUNSON, RHEA PIERCE	07/15/2022	Regular	0.00	290.00	107222
406601	GET TRASH'D REMOVAL SERVICE	07/15/2022	Regular	0.00	2,800.00	107223
403671	WASHOE CLUB MUSEUM	07/15/2022	Regular	0.00	682.50	107224
404057	CAMELOT PARTY RENTALS INC	07/15/2022	Regular	0.00	1,288.00	107225
99763	CANYON GENERAL IMPROVEMENT I	07/15/2022	Regular	0.00	7,010.68	107226
404206	CAPITAL SANITATION COMPANY	07/15/2022	Regular	0.00	553.37	107227
405067	ALAN CARBIENER AUTHORIZED MA	07/15/2022	Regular	0.00	187.29	107228
405831	CARSON NOW LLC	07/15/2022	Regular	0.00	200.00	107229
100560	CARSON TAHOE REGIONAL HEA	07/15/2022	Regular	0.00	906.00	107230
404216	CARSON VALLEY OIL CO INC	07/15/2022	Regular	0.00	8,570.67	107231
406666	CARSON VALLEY POPS ORCHESTRA	07/15/2022	Regular	0.00	500.00	107232
99720	CASELLE INC	07/15/2022	Regular	0.00	278.00	107233
406146	CHOLLAR MINE 1859, LLC	07/15/2022	Regular	0.00	3,381.00	107234
405519	CIGNA HEALTH & LIFE INSURANCE C	07/15/2022	Regular	0.00	18,239.04	107235
405357	PUBLIC WORKS	07/15/2022	Regular	0.00	1,091.66	107236
100505	CITY OF CARSON TREASURER	07/15/2022	Regular	0.00	20.00	107237
406028	FINDER'S KEEPERS	07/15/2022	Regular	0.00	599.44	107238
405134	CMC TIRE INC	07/15/2022	Regular	0.00	15,207.24	107239
404868	PRECISION DOCUMENT IMAGING	07/15/2022	Regular	0.00	1,200.00	107240
100660	COMSTOCK COMMUNITY TV INC	07/15/2022	Regular	0.00	165.00	107241
404833	COMSTOCK FOUNDATION FOR	07/15/2022	Regular	0.00	120.00	107242
403887	COMSTOCK GOLD MILL LLC	07/15/2022	Regular	0.00	122.50	107243
405213	CONNELL, RICHARD	07/15/2022	Regular	0.00	500.00	107244
404466	FIRST CHOICE COFFEE SRV	07/15/2022	Regular	0.00	460.30	107245
406010	DEITZ MEDIA & MARKETING, LLC	07/15/2022	Regular	0.00	40,114.71	107246
100717	DELTA FIRE SYSTEMS INC	07/15/2022	Regular	0.00	150.00	107247
403825	VITAL SIGNS	07/15/2022	Regular	0.00	275.00	107248
401385	DIXON, SHARON	07/15/2022	Regular	0.00	273.00	107249
403576	DOMINION VOTING SYSTEMS Inc.	07/15/2022	Regular	0.00	11,000.00	107250
404547	ELLIOTT AUTO SUPPLY INC	07/15/2022	Regular	0.00	152.10	107251
406053	REV FIRES PARTS	07/15/2022	Regular	0.00	1,097.49	107252
403835	EWING IRRIGATION PRODUCTS, INC	07/15/2022	Regular	0.00	64.36	107253
406651	FAIRCLOTH, ANDREW	07/15/2022	Regular	0.00	12.50	107254
403216	FARR WEST ENGINEERING	07/15/2022	Regular	0.00	14,496.00	107255
404509	FASTENAL COMPANY	07/15/2022	Regular	0.00	1,370.28	107256
101485	FERGUSON ENTERPRISES INC	07/15/2022	Regular	0.00	521.39	107257
405264	FIDELITY SEC LIFE INS CO	07/15/2022	Regular	0.00	215.52	107258
404117	FLEET HEATING & AIR INCOR	07/15/2022	Regular	0.00	1,599.00	107259
405969	FLEETPRIDE, INC	07/15/2022	Regular	0.00	136.42	107260
100826	FOURTH WARD SCHOOL MUSEUM	07/15/2022	Regular	0.00	451.00	107261

Check Register

Packet: APPKT04358-2022-07-15 AP Payments 6/30 & 7/15 cw


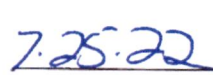
Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
406103	MISBEHAVEN FARMS, LLC	07/15/2022	Regular	0.00	150.00	107262
404394	GTP ACQUISITIONS PARTNERS, LLC	07/15/2022	Regular	0.00	1,187.83	107263
404778	HAT, LTD	07/15/2022	Regular	0.00	538.36	107264
405360	HUNTINGTON, ELIZABETH L.	07/15/2022	Regular	0.00	144.00	107265
100978	INTERSTATE OIL CO	07/15/2022	Regular	0.00	7,395.03	107266
403834	IT1 SOURCE LLC	07/15/2022	Regular	0.00	2,774.19	107267
406428	J W WELDING SUPPLIES & TOOLS	07/15/2022	Regular	0.00	281.58	107268
406514	KAIGAN, LLC	07/15/2022	Regular	0.00	170.00	107269
405263	KANSAS CITY LIFE INS CO	07/15/2022	Regular	0.00	1,038.81	107270
101040	L N CURTIS & SONS	07/15/2022	Regular	0.00	1,459.90	107271
101030	LIFE-ASSIST INC	07/15/2022	Regular	0.00	920.78	107272
404102	LIQUID BLUE EVENTS LLC	07/15/2022	Regular	0.00	198,900.00	107273
406665	RENO SUBARU	07/15/2022	Regular	0.00	447.27	107274
406650	LIVINGSTON, PAUL	07/15/2022	Regular	0.00	48.00	107275
405548	LUMOS & ASSOCIATES, INC	07/15/2022	Regular	0.00	10,059.00	107276
102751	LYON CO COMPTROLLER	07/15/2022	Regular	0.00	3,000.00	107277
404363	MA LABORATORIES INC	07/15/2022	Regular	0.00	1,843.09	107278
404786	THE ROASTING HOUSE LLC	07/15/2022	Regular	0.00	8,983.80	107279
406663	MCCAIN, CLIFFORD	07/15/2022	Regular	0.00	1,013.24	107280
406639	NV DISTRIBUTORS, LLC	07/15/2022	Regular	0.00	2,240.00	107281
405307	THE TOMBSTONE COWBOYS/HELLD	07/15/2022	Regular	0.00	3,546.00	107282
103126	MEDICAL PRIORITY DISPATCH	07/15/2022	Regular	0.00	5,872.50	107283
100471	MOUND HOUSE TRUE VALUE	07/15/2022	Regular	0.00	64.99	107284
101226	NEV COMPTROLLER	07/15/2022	Regular	0.00	7,131.00	107285
101226	NEV COMPTROLLER	07/15/2022	Regular	0.00	352,217.46	107286
101226	NEV COMPTROLLER	07/15/2022	Regular	0.00	29,292.40	107287
101226	NEV COMPTROLLER	07/15/2022	Regular	0.00	810.29	107288
403347	NEV DEPT BUSINESS & INDUS	07/15/2022	Regular	0.00	429.00	107289
403317	NEV DEPT PUBLIC SAFETY	07/15/2022	Regular	0.00	2,093.00	107290
404294	NEV DHCFP	07/15/2022	Regular	0.00	8,306.25	107291
101220	NEV DIV OF MINERALS	07/15/2022	Regular	0.00	300.00	107292
101265	NEV EMPLOYMENT SECURITY	07/15/2022	Regular	0.00	32.08	107293
101969	NEV HUMAN RESOURCES	07/15/2022	Regular	0.00	11,665.50	107294
101026	NEV LEGISLATIVE COUNSEL	07/15/2022	Regular	0.00	620.00	107295
101319	NEV PUBLIC DEFENDER	07/15/2022	Regular	0.00	26,110.25	107296
404715	NEVADA ASSOCIATION OF	07/15/2022	Regular	0.00	1,000.00	107297
403632	NEVADA BLUE LTD (RNO)	07/15/2022	Regular	0.00	100.00	107298
101269	NEVADA LEGAL SERVICE INC	07/15/2022	Regular	0.00	785.00	107299
103404	NORTHERN NEVADA DEVE AUTH	07/15/2022	Regular	0.00	5,000.00	107300
406600	NORTHWEST FIRE FIGHTER BENEFIT	07/15/2022	Regular	0.00	4,024.74	107301
99806	OCCUPATIONAL HEALTH CENTE	07/15/2022	Regular	0.00	445.00	107302
102782	OFFICE DEPOT INC	07/15/2022	Regular	0.00	5.66	107303
402926	OFFSITE DATA DEPOT, LLC	07/15/2022	Regular	0.00	289.67	107304
406417	OOSOSHARP, LLC	07/15/2022	Regular	0.00	2,578.58	107305
405127	O'REILLY AUTO ENTERPRISES LLC	07/15/2022	Regular	0.00	1,316.68	107306
404870	LAW OFFICE OF JOAN OSBORNE	07/15/2022	Regular	0.00	8,455.00	107307
404746	OTIS ELEVATOR COMPANY	07/15/2022	Regular	0.00	3,338.40	107308
403895	WAY IT WAS MUSEUM	07/15/2022	Regular	0.00	157.50	107309
403791	PICTOMETRY	07/15/2022	Regular	0.00	38,044.50	107310
403329	PROTECTION DEVICES INC	07/15/2022	Regular	0.00	761.20	107311
102589	PUBLIC AGENCY COMPENSATION	07/15/2022	Regular	0.00	245,197.00	107312
103221	PEBP	07/15/2022	Regular	0.00	1,963.92	107313
100348	PURCELL TIRE & SERVICE CENTER	07/15/2022	Regular	0.00	1,539.60	107314
404797	PYROGUYS, INC	07/15/2022	Regular	0.00	9,000.00	107315
404398	RAD STRATEGIES INC	07/15/2022	Regular	0.00	7,050.00	107316
404863	REFUSE, INC	07/15/2022	Regular	0.00	568.64	107317
403943	RENO TAHOE TERRITORY	07/15/2022	Regular	0.00	1,000.00	107318
406655	BEN RIDPATH FILMS, LLC	07/15/2022	Regular	0.00	1,500.00	107319
406378	ROADSAFE TRAFFIC SYSTEMS, INC.	07/15/2022	Regular	0.00	4,180.00	107320
405980	RTP COMPANY	07/15/2022	Regular	0.00	100.00	107321
101568	SANI-HUT COMPANY INC	07/15/2022	Regular	0.00	430.00	107322

Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
10	SBC GLOBAL SERVICES INC	07/15/2022	Regular	0.00	26,095.00	107323
5081	SBC GLOBAL SERVICES INC	07/15/2022	Regular	0.00	44,808.00	107324
404187	SHERMARK DISTRIBUTORS INC	07/15/2022	Regular	0.00	360.00	107325
102462	SHOAF, BRIAN ALLEN	07/15/2022	Regular	0.00	31.50	107326
404750	SIERRA ENVIRONMENTAL MONITOR	07/15/2022	Regular	0.00	1,240.00	107327
101632	SIERRA NEVADA CONTST, INC	07/15/2022	Regular	0.00	141,875.47	107328
405122	SIERRA PEST CONTROL INC	07/15/2022	Regular	0.00	55.00	107329
403384	SIMENTAL, RUDY	07/15/2022	Regular	0.00	187.50	107330
101717	SMITHS FOOD & DRUG CENTER	07/15/2022	Regular	0.00	92.73	107331
101745	ST CO SCHOOL DISTRICT	07/15/2022	Regular	0.00	9,041.49	107332
402848	ST CO WATER SYSTEM	07/15/2022	Regular	0.00	530.58	107333
405475	STAFFORD, MARK	07/15/2022	Regular	0.00	8,487.50	107334
101229	STAPLES BUSINESS ADVANTAGE	07/15/2022	Regular	0.00	336.39	107335
101335	STATE OF NEVADA	07/15/2022	Regular	0.00	2,968.00	107336
101726	STATE OF NEVADA, DEPT OF TAXAT	07/15/2022	Regular	0.00	187.62	107337
403892	STOREY COUNTY SENIOR CENTER	07/15/2022	Regular	0.00	3,304.82	107338
405904	PONDEROSA MINE TOURS	07/15/2022	Regular	0.00	1,888.00	107339
405114	TATRO, JOHN J.	07/15/2022	Regular	0.00	550.00	107340
404615	TAX MANAGEMENT ASSC INC	07/15/2022	Regular	0.00	31,700.00	107341
404030	THE ANTOS AGENCY	07/15/2022	Regular	0.00	8,388.71	107342
406660	TAHOE SIERRA DISTRIBUTING CO	07/15/2022	Regular	0.00	480.00	107343
406661	TINTABULATIONS	07/15/2022	Regular	0.00	500.00	107344
405112	TRUCKEE TAHOE COMMUNITY CHO	07/15/2022	Regular	0.00	2,100.00	107345
102962	TYLER TECHNOLOGIES, INC	07/15/2022	Regular	0.00	3,307.50	107346
101845	UNIFORMITY OF NEVADA LLC	07/15/2022	Regular	0.00	1,343.76	107347
404828	US POSTOFFICE (VC)	07/15/2022	Regular	0.00	200.00	107348
403983	V & T ROCK, INC	07/15/2022	Regular	0.00	2,334.08	107349
403983	VCTC	07/15/2022	Regular	0.00	8.95	107350
403894	VCTC	07/15/2022	Regular	0.00	50.00	107351
402820	VIRGINIA & TRUCKEE RR CO, INC.	07/15/2022	Regular	0.00	4,140.00	107352
101890	WALKER & ASSOCIATES	07/15/2022	Regular	0.00	4,000.00	107353
405574	WASHOE CO CORONER	07/15/2022	Regular	0.00	4,592.53	107354
403150	WASHOE COUNTY FORENSIC SCIENC	07/15/2022	Regular	0.00	317.50	107355
103237	WASHOE COUNTY, NEVADA	07/15/2022	Regular	0.00	50.00	107356
101920	WESTERN ENVIRONMENTAL LAB	07/15/2022	Regular	0.00	326.00	107357
404295	WESTERN NEVADA SUPPLY CO	07/15/2022	Regular	0.00	54.28	107358
	WELLS ONE COMMERCIAL CARD	07/15/2022	Bank Draft	0.00	19,949.77	DFT0001160

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	251	151	0.00	1,515,836.79
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	33	1	0.00	19,949.77
EFT's	0	0	0.00	0.00
	284	152	0.00	1,535,786.56

Approved by the Storey County Board of Commissioners:

Chairman	Commissioner	Commissioner
		
Comptroller		Date
Treasurer		Date

er

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash Account	7/2022	1,535,786.56
			<u>1,535,786.56</u>



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 8/2/2022 10:00 AM -
BOCC Meeting

Estimate of Time Required: 15 min.

Agenda Item Type: Discussion/Possible Action

- **Title:** Discussion/Possible Action: Consideration and possible approval of colocation facilities agreement and Service Order with Switch. The agreement provides that Switch will supply a cabinet within its server facility at the TRI Center within which the County can place its networked information technology equipment. Switch will also provide power and internet connectivity services. The County will be billed a minimum monthly recurring charge of approximately \$1,193.00 per month. Added to the monthly recurring charge will be the county's data usage rate which will be billed at the rate of \$2.50 per megabyte for the month in which the data usage rate is calculated. There will also be an initial nonrecurring charge of \$2,875.00 and a security deposit of \$1,193.00. The agreement will terminate on June 30, 2027.
- **Recommended motion:** I (commissioner), move to approve the Colocation Facilities agreement between Switch and Storey County and the associated Service Order.
- **Prepared by:** Keith Loomis

Department:

Contact Number: 775.847.0964

- **Staff Summary:** The County is proposing to enter into a co-location facilities agreement with Switch to utilize cabinet space at the Switch facility located in the TRI Center through a Master Service Agreement. The Master Service Agreement is an agreement negotiated between the State of Nevada and Switch over the State's usage of the Switch server facilities. Local governments can utilize this master contract for their own use in entering an agreement with Switch. Such a process is authorized by NRS 332.195(1)(b). The colocation facilities agreement is supplemented by the County's issuance of a Service Order issued pursuant to the Master Services Agreement which sets out the fees for service to be charged by Switch to the County. The terms of the Master Service Agreement control over any inconsistent terms set out in the service orders.
- In this case, the Service Order states that the minimum monthly recurring charge for Switch services and fees will be \$1,193.00 per month. Non-monthly recurring charges, i.e. for the initial connection of equipment, will be \$2,875.69. There will also be a required security deposit of \$1,93.00. Added to the minimum monthly recurring charge, will be the charge for the monthly data usage rate charged at \$2.50 per Mbps. The data rate is computed every five minutes with the top 5% of measured usage rate being eliminated from consideration. The next lowest rate will be the rate at which the charge is computed.

- The service order provides that the term of the service order will be 60 months, whereas the Master Service Agreement provide that the termination date of that MSA is June 30, 2027. It is this latter date that will apply.
-
- The Master Service Agreement (MSA) attached hereto is the agreement between the State of Nevada and Switch. Switch will be sending a revised MSA to identify the County of Storey as the customer rather than the State of Nevada.
- It should also be noted that the attached Service Order was required to be approved by May 4, 2022. Switch will be sending an updated Service Order with a new required approval date compatible with present circumstances.

- **Supporting Materials:** See attached

- **Fiscal Impact:** Pending

- **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



NO: _____

COLOCATION FACILITIES AGREEMENT

This Colocation Facilities Agreement is made by and between Switch and the customer indicated in the signature block below ("Customer"). This Colocation Facilities Agreement is effective as of the date of Switch's signature below (the "Effective Date"); provided that neither party shall be bound until both parties have signed and the Agreement has been approved by the Board of County Commissioners.

1. Colocation Facilities.

1.1 Definitions. "Agreement" means a collective reference to this Colocation Facilities Agreement and Exhibits hereto. "Colocation Space" means a collective reference to the colocation space described on a Service Order together with associated power, cooling and other services to be provided by Switch pursuant to a Service Order (exclusive of Carrier Services). "Carrier Services" means a collective reference to internet, transport and other services provided by one or more third-party telecommunications carriers (each a "Carrier") to Customer through Switch or procured directly by Customer. "Customer Equipment" means the computer equipment, software, hardware and other materials placed by or for Customer in the Colocation Space, other than Switch equipment. Capitalized terms (e.g. the term "Premises") not defined herein have the meaning provided in the SLA or the applicable Service Order.

1.2 Service Orders. From time to time, the parties may execute Service Orders that reference this Agreement and this Agreement is hereby incorporated into such Service Orders. This Agreement shall govern over any inconsistent terms and conditions contained in a Service Order. For clarity, each Service Order is a separate and distinct agreement between Switch and Customer.

1.3 Commencement of License. The Colocation Space commencement date (the "Commencement Date") shall be the earlier of: (i) the date Switch makes the Colocation Space available to Customer (which shall not be prior to the Target Commencement Date) or (ii) the date Customer places any Customer Equipment in the Colocation Space. The Commencement Date for Carrier Services shall be the date on which the applicable Carrier makes the Carrier Services available to Customer.

1.4 Installation Documentation. Within sixty (60) days after the execution of each Service Order, Customer will provide Switch with all required installation documentation. If Customer fails to provide such documentation within the 60-day period, Switch may commence charging MRC (defined in Section 3) as a reservation fee.

2. Colocation Space.

2.1 License Grant. Starting on the applicable Commencement Date, Switch hereby grants Customer a limited, revocable license to install and operate, maintain and access, as well as transmit and receive to and from, the Customer Equipment within the Colocation Space and for no other purpose.

2.2 Installation and Management. Customer will be solely responsible for the immediate removal from the Premises of all packaging materials (especially flammable materials) associated with the

Customer Equipment and will maintain the Colocation Space in a clean, safe and orderly fashion. Customer must adhere to industry standards for cable management. Cables must be properly installed and either enclosed in cable management trays or in clean bundles for proper presentation and identification.

2.3 Location and Configuration. The Colocation Space is located within a t-scif™ as described on Exhibit B, and Customer agrees to abide by the engineering standards inherent in such a structure, including minimizing Customer's carbon footprint by working with Switch to maintain a hot aisle temperature between 100° and 110°. The standard cabinet height for the t-scif is 79 inches (42U). The standard cabinet width for the t-scif is 24 inches wide (600mm). All non-standard height cabinets may require a customization fee for installation within a thermal-scif. All non-standard width cabinets may require an increase in MRC due to the increased space allocation. No cabinets above 90 inches will be allowed. Modifications to the Customer Equipment configuration within the Colocation Space require Switch's prior written consent.

2.4 Customer Equipment. All Customer Equipment must be UL60950 compliant. The Colocation Space is not intended to provide the Special Requirements for an Information Technology Equipment Room as contemplated by ANSI/NFPA 70, Article 645 and NFPA 75. The Customer Equipment shall be listed and labeled under UL Standard 60950 or other standard reasonably acceptable to Switch. The Customer Equipment and its installation shall conform to the requirements contemplated by ANSI / NFPA 70, National Electric Code, Chapters 1 through 4. Customer shall not install Customer Equipment that requires the additional safeguards contemplated by ANSI / NFPA 70, Article 645 and NFPA 75.

2.5 Access. Customer will have access to the Colocation Space 24-hours a day, 7-days a week. All access to the Premises shall be in accordance with Switch's security and access procedures. Customer is responsible for any and all actions of Customer's representatives, agents and persons escorted by or on behalf of Customer (collectively, "Customer Representatives"). Switch may suspend access by any Customer Representative or other person to the Premises including the Colocation Space for security violations or in the event of an emergency. Switch shall promptly notify Customer in the event any such suspension occurs. Customer shall receive two access badges at no cost. Additional badges are available for \$100 each.

2.6 Smarthands Services. At Customer's request, Switch may assist Customer in performing light duties or correcting minor problems with respect to the Customer Equipment. Customer agrees to pay Switch's fees for such services.

2.7 Removal of Customer Equipment. Customer will provide Switch with notice at least two (2) days before Customer desires to remove a significant piece of Customer Equipment from the Colocation Space so logistics may be arranged within the Premises. Before authorizing the removal of any significant Customer Equipment, Switch's accounting department will verify that Customer's account is in good standing.

2.8 Vacating the Colocation Space. In the event Customer continues its presence in the Colocation Space after the termination of the applicable Service Order or this Agreement, Customer agrees to be subject to all the terms and provisions of this Agreement during such occupancy period and to pay for such space an amount equal to twice the MRC due for the period immediately preceding termination of the Service Order or this Agreement. No occupancy of the Colocation Space or payments of money by Customer after termination shall prevent Switch's immediate recovery of the Colocation Space. Customer shall indemnify, defend and hold harmless Switch from and against any and all claims, actions, proceedings or demands (each a "Claim") and related Costs (defined below) arising from or related to Customer's failure to timely vacate the Colocation Space. Upon termination of the Agreement or any Service Order, Customer agrees to promptly release any Internet Protocol (IP) numbers, addresses or address blocks assigned to Customer by Switch in connection with the Service (but not any URL or top-level domain or domain name) and will assist Switch with any steps necessary to change or remove any such IP addresses.

2.9 Relocation of Customer Equipment. Switch shall not arbitrarily require Customer to relocate the Customer Equipment. However, upon prior notice of at least thirty (30) days, or in the event of an emergency, Switch may require Customer to relocate the Customer Equipment; provided that the relocation site shall afford comparable environmental conditions for and accessibility to the Customer Equipment. The reasonable direct costs of the relocation shall be borne by Switch unless the relocation is required to accommodate Customer's requests or the physical requirements of the Premises. The Premises were designed to meet Uptime Institute's Tier 4 standards for power throughputs. If Customer requires power in excess of these thresholds, then Customer shall comply with Switch's request to move Customer to Switch's higher density power data center at no cost to Switch.

2.10 Cross-Connections/Carrier Services. Upon request, Switch will provide Customer with a list of approved Carriers. Customer shall order all cross-connections from Switch. Such cross-connections are subject to Switch's processes and procedures. All cross-connections shall be installed by Switch. Customer will notify the applicable Carrier and Switch when Customer desires to terminate or modify any cross-connections. Customer will be solely responsible for all payments due to the Carriers unless the Carrier Services are made available to Customer by Switch, in which case payment shall be made to Switch. Customer acknowledges and agrees that the Carrier Services will be provided by one or more third-party Carriers that are not under the control of Switch. Customer understands that Switch does not own or control any of the Carrier Services and agrees that Switch is not responsible or liable for performance or non-performance of the Carriers even when resold by Switch except that Switch shall pass through any service credits provided to Switch by a Carrier pursuant to the applicable Carrier service level agreement.

3. Fees and Billing.

3.1 Recurring MRC. Customer agrees to pay the minimum Monthly Recurring Charges indicated on the Service Order and all other amounts indicated in this Agreement (collectively, the "MRC").

3.2 Non-Recurring Charges. Non-Recurring Charges indicated on a Service Order ("NRC") are due and payable upon execution of the Service Order by Switch. Along with the NRC, Customer shall deliver to Switch a security deposit (the "Security Deposit") equal to one month's MRC or such other amount as may be indicated on the Service Order, which will be promptly returned to Customer upon expiration or termination of this Agreement, or applied

against the MRC then due. In the event Switch needs to utilize all or any part of the Security Deposit, Customer agrees to replenish the Security Deposit within five (5) business days. Switch will not have any obligation to perform under any Service Order unless and until Switch receives the NRC and the Security Deposit.

3.3 Billing/Payment Terms. Switch shall invoice Customer for MRC in advance, and applicable NRC, monthly. Customer shall pay such invoice within NET fifteen (15) actual days. MRC and any other sums not received within NET fifteen (15) actual days of the invoice date are subject to a late fee of five percent (5%) of the amount due plus an interest charge on the outstanding balance equal to the lower of one and one-half percent (1.5%) per month or the maximum allowable rate under applicable law on the total past due balance. During the Service Commitment Period, MRC may increase by an amount not to exceed seven percent (7%) in any calendar year. Power MRC may increase an additional amount to proportionately reflect increases in third-party utility charges. This Section 3.3 governs Customer's payment obligations and may not be modified or replaced with subsequent terms in Customer's or a third party's software, payment portal, statement of work, invoice or similar instrument. If Customer fails to make any payments hereunder Switch may modify the payment terms to secure Customer's payment obligations before providing any services. The Customer, as a government entity, is subject to budget limitations and Customer is prohibited from obligating itself to expend money or incur fixed liabilities in excess of amounts appropriated and available for expenditure. Possible future expenses for services are subject to Customer's annually approved budgeted appropriations. The continuation of any Service Order under this Agreement beyond the current biennium is: (i) limited to the total MRC authorized by, and (ii) subject to and contingent upon sufficient funds being appropriated, budgeted and otherwise made available by the Nevada legislature and/or other sources, including federal sources. Customer will provide notice to Switch within a reasonable time after a Customer learns that for any reason the Customer's funding from state and/or federal sources is not appropriated or is withdrawn, limited or impaired. Customer may terminate any Service Order under this Agreement without liability, effective immediately or upon a specified later date when Customer's funding will not be available. Termination by Customer for non-appropriation of Customer funds under this Section may apply to all Colocation Services provided under this Agreement. Following Customer's notice to Switch of an event of non-appropriation, Switch will work with Customer to accommodate Customer's existing budget limitations. In no event will the Services contracted under this Agreement for state agencies exceed twenty million dollars (\$20,000,000.00).

3.4 [RESERVED].

3.5 Taxes. NRC and MRC are exclusive of applicable taxes, duties and similar charges. Customer will be responsible for and will pay in full all such amounts (exclusive of income taxes payable by Switch), whether imposed on Switch or directly on Customer.

3.6 Service Credits. In the event of unavailability or failure of the Colocation Space, Customer will receive Service Credits as set forth in the Service Level Agreement ("SLA") attached hereto as Exhibit A. Customer acknowledges and agrees that Customer's sole and exclusive remedies regarding the Colocation Space are those provided in the SLA.

4. Additional Responsibilities.

4.1 Customer Equipment. Customer has sole control and responsibility for installation, testing and operation of the Customer

Switch Confidential Document: Intended for Designated Customer Only

COLOCATION FACILITIES AGREEMENT

Equipment (including services not provided by Switch). In no event will the untimely installation or non-operation of Customer Equipment (including Off-Net Local Access when procured by Customer) relieve Customer of its obligation to pay MRC.

4.2 Customer's End Users. Customer is solely responsible for providing its end users with customer service.

4.3 Compliance with Law/AUP. Both Switch and Customer shall at all times fully comply with and faithfully carry out all laws, statutes, ordinances, regulations, promulgations and mandates of all duly constituted authorities applicable to the operations of their respective businesses, and any failure to do so shall constitute a default under this Agreement if not cured within the cure period set forth in Section 5 in which event the affected portion of this Agreement may be immediately terminated by either party by written notice delivered prior to the effect of a cure. Both Switch and Customer shall at all times maintain in good standing and effect all necessary and proper business licenses and other licenses and permits relating to its business operations. Customer acknowledges that Switch exercises no control over the content of the information passing through the Customer's telecommunications network and that it is Customer's sole responsibility to ensure that the information Customer transmits and receives complies with all applicable laws and regulations. Customer shall cooperate with any investigation by any governmental authority or Switch, and shall immediately rectify illegal use; failure to do so will be a material breach of this Agreement. Customer's use of the Colocation Space and operations therein shall comply with Switch's and each applicable Carrier's then current Acceptable Use Policy (each an "AUP"). Switch's AUP is available at www.supernap.com. Transmission of any material in violation of any law, regulation or an AUP is strictly prohibited. Any access made to other networks connected to the Switch Network must comply with the rules of the other network and the AUP.

5. Term and Termination.

5.1 Term. This Agreement is effective as of the date it is approved by the Board of County Commissioners and shall remain in effect until June 30, 2027 unless terminated earlier as set forth in this Section 5. The Service Commitment Period for a Service Order starts on the Commencement Date. Service Orders shall remain in effect for the Service Commitment Period, unless terminated earlier as set forth in this Section 5. After conclusion of the Service Commitment Period, each Service Order shall automatically renew on a month-to-month basis unless a new Service Commitment Period is established; provided that cancellation of Carrier Services requires notice of at least 45 days.

5.2 Conditions of Breach. A party is in breach of this Agreement if such party violates its obligations under this Agreement and such violation is not cured within thirty (30) days after notice by the other party (excepting payment obligations that are breached if not paid on the due date specified in Section 3.3).

5.3 Certain Remedies for Breach. If Customer is in breach of this Agreement, Switch may discontinue providing any or all of the services, Colocation Space, Carrier Services and deny access to the Premises. Customer agrees to pay the expenses Switch may incur in collection efforts including any attorneys' fees. Additionally, Switch reserves its rights in law and in equity, including the ability to collect the MRC for the balance of the Service Commitment Period. If Switch is in breach of this Agreement, then prior to the cure of such breach, Customer may terminate the breached Service Order at no penalty and pay only the MRC for such services through the termination date.

5.4 Service Commitment Period. Subject to Section 5.2 and 5.3, Service Orders are non-cancellable during the Service Commitment Period. As a material inducement for Switch to enter into this Agreement and each Service Order, Customer acknowledges, agrees and covenants that upon Customer's execution of each service order (i) Customer is responsible for full payment of the license for the entire Service Commitment Period regardless of the portion of the services actually consumed; and (ii) termination of the Service Order or this Agreement (other than for breach by Switch) or suspension of services as permitted in this Agreement shall not relieve Customer of its obligation to pay the full MRC for the duration of Service Commitment Period (subject to any applicable Service Credits).

5.5 Network Protection. In the event of an emergency and to the extent necessary to protect the Switch Network or to remedy AUP violations, Switch may temporarily restrict or suspend Customer's rights under this Agreement, including access to the Colocation Space, related services and Carrier Services, without liability to Customer. Switch will use reasonable efforts to notify Customer prior to any such restriction or suspension and will notify Customer promptly when such restriction or suspension is no longer necessary. Suspension of Colocation Space and/or Carrier Services pursuant to this Section 5 shall not be a violation of this Agreement or contribute towards Service Credits.

5.6 Effect of Termination. Upon termination of this Agreement: (i) Switch may immediately cease providing services; and (ii) all MRC will become immediately due and payable. In the event Customer has not removed the Customer Equipment as of the termination date, Switch may remove the Customer Equipment from the Colocation Space and place the Customer Equipment in storage at Customer's risk and expense and/or, after providing Customer with at least fifteen (15) days' notice, dispose of the Customer Equipment.

6. Resale. Customer may sub-license the Colocation Space only after receiving Switch's prior written approval. Should Customer sub-license any portion of the Colocation Space to any third party, Customer assumes all liabilities arising out of or related to use of the Colocation Space by such third party and Switch shall have no obligation or liability to such sub-licensee. Customer agrees to enter into written agreements with all parties to whom Customer resells any portion of the Colocation Space with terms at least as restrictive and as protective of Switch's rights as the terms of this Agreement; provided that such third party shall not have the right to further sub-license the Colocation Space. Sub-licensing by Customer of any or all of the Colocation Space shall not relieve or in any way diminish Customer's liability and obligations hereunder.

7. Insurance. At all times each party shall maintain (i) commercial general liability insurance of not less than \$1,000,000 per occurrence and (ii) workers' compensation insurance at or greater than the minimum levels required by applicable law; Customer shall also maintain (a) "all risk" personal property insurance in an amount at least equal to the full replacement value of the Customer Equipment and (b) business loss and interruption insurance in an amount sufficient to compensate Customer and Customer's end users for loss of the Colocation Space related services or the Carrier Services. Customer retains the risk of loss for, loss of (including loss of use), or damage to, the Customer Equipment and other personal property located in the Premises. Switch's insurance policies do not provide coverage for Customer's personal property. Customer agrees that the general liability insurance policies may not be cancelled without thirty (30) days prior notice to Switch. Customer shall be considered in

compliance with this Section 7 if it self-insures to the coverage limits set forth herein.

8. Limitations of Liability.

8.1 Personal Injury. Each Customer Representative and any other person visiting the Premises does so at his or her own risk, and Switch shall not be liable for any harm to such persons.

8.2 Liability.

a. CUSTOMER, STOREY COUNTY, WILL NOT WAIVE AND INTENDS TO ASSERT AVAILABLE LIMITATIONS OF LIABILITY CONTAINED IN NRS CHAPTER 41 IN ALL CASES.

b. EXCEPT AS PROVIDED IN SUBSECTION C, OR AS MANDATED BY APPLICABLE LAW, THE FOLLOWING LIMITATIONS OF LIABILITY APPLY TO BOTH PARTIES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER, OR ANY CUSTOMER REPRESENTATIVE, ANY THIRD PARTY OR OTHERWISE, FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING LOST REVENUE, LOST PROFITS, DAMAGE TO CUSTOMER EQUIPMENT, LOSS OF TECHNOLOGY, LOSS OF DATA, NON-DELIVERIES, OR IN ANY WAY RELATED TO THE COLOCATION SPACE, SERVICES OR ANY ASPECT OF CUSTOMER'S BUSINESS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, REGARDLESS OF THE LEGAL THEORY UNDER WHICH A CLAIM MAY BE ASSERTED. NEITHER PARTY'S AGGREGATE LIABILITY ARISING FROM OR RELATED TO THIS AGREEMENT UNDER ANY THEORY OF LIABILITY SHALL EXCEED THE AMOUNT INVOICED AND, IN SWITCH'S CASE, PAID BY CUSTOMER FOR THE COLOCATION SPACE WHICH IS THE SUBJECT OF THE DISPUTE IN THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH THE SUBJECT CLAIM AROSE. THESE LIMITATIONS SHALL APPLY DESPITE THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY REMEDY. THE PROVISIONS OF THIS SECTION SHALL NOT APPLY TO INDEMNITY OBLIGATIONS OR BE INTERPRETED TO REDUCE COMPENSATION WHICH IS OTHERWISE DUE TO SWITCH.

c. THE PARTIES' LIABILITY FOR DEATH, PERSONAL INJURY OR DAMAGE TO TANGIBLE PERSONAL PROPERTY CAUSED BY THAT PARTY'S GROSS NEGLIGENCE OR INTENTIONAL TORT, SHALL NOT BE LIMITED BY SUBSECTION B.

9. Indemnification. Subject to the statutory limitations of liability set forth in NRS Chapter 41 applicable to a direct claim or lawsuit by a third party against Storey County or its officers, employees or political subdivisions, Customer agrees and covenants to defend, indemnify and hold harmless Switch, its directors, officers, managers, members, employees, agents, affiliates and customers (collectively with Switch, the "Switch Covered Entities") for, from and against any and all costs, expenses, damages, losses and/or liabilities (including attorney fees) (collectively, "Costs") for which Customer is legally liable arising from or related to third party Claims made by or against any of the Switch Covered Entities alleging: (i) infringement or misappropriation of any intellectual property rights; (ii) damage caused by Customer's operations, including any violation of Switch's or any Carrier's AUP (including anti-spam policies); (iii) any damage or destruction to the

Colocation Space, the Premises, Switch equipment or to another Switch customer which damage is caused by or results from acts or omissions by Customer or any Customer Representative at the Premises; (iv) any property damage or personal injury to any Customer Representative arising out of such individual's activities at the Premises; (v) any damage arising from the Customer Equipment or Customer's business; or (vi) any warranties provided by or through Customer to any third parties regarding the Colocation Space or the Carrier Services (collectively, the "Switch Covered Claims"). In the event of a Switch Covered Claim, the Switch Covered Entity may select its own counsel to participate in the defense of such Claim (at its cost). Customer will not settle a Switch Covered Claim in a manner that imposes liability or obligation upon a Switch Covered Entity. Switch agrees and covenants to defend, indemnify and hold harmless Customer, its directors, officers, managers, members, employees and affiliates (collectively, with Customer, the "Customer Covered Entities") from and against any and all Costs arising from or related to third party Claims made against any of the Customer Covered Entities alleging: (i) infringement or misappropriation of any intellectual property rights related to the Colocation Space; or (ii) personal injury to any Customer Representative or other person to the extent arising out of Switch's activities at the Premises (collectively, the "Customer Covered Claims"). In the event of a Customer Covered Claim, the Customer Covered Entity may select its own counsel to participate in the defense of such Claim (at its cost). Switch will not settle a Customer Covered Claim in a manner that imposes liability or obligation upon a Customer Covered Entity without the written agreement of Customer or the affected Customer Covered Entity.

10. Hazardous Materials. "Hazardous Materials" means any substance referred to, or defined in any law, as a hazardous material or hazardous substance (or other similar term). Customer will not cause or permit any Hazardous Materials to be brought upon, kept, stored, discharged, released or used in, under or about any portion of the Premises. Customer will cause all Hazardous Materials brought to the Premises by or on behalf of Customer to be removed from the Premises in compliance with all applicable laws. If Customer or its agents perform any act or omission that contaminates or expands the scope of contamination of the Premises, then Customer will promptly, at Customer's expense, take all investigatory and remedial actions necessary to fully remove and dispose of such Hazardous Materials and any contamination so caused in compliance with all applicable laws. Customer will also repair all damage to the Premises caused by such contamination and remediation.

11. Miscellaneous Provisions.

11.1 Force Majeure. Except for the payment of money, neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war, acts of God, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, loss of the Premises (in whole or part) for any reason, governmental act or failure of the Carrier or the Internet.

11.2 No Lease. Customer acknowledges and agrees that Customer has not been granted any real property interest in the Colocation Space or the Premises, and Customer has no rights as a tenant or otherwise under any real property or landlord/tenant laws or regulations. Customer shall not record any notice of this Agreement. Customer shall not permit any liens to be placed on the Premises or portion thereof and shall have any such liens immediately removed.

11.3 Confidentiality. The parties acknowledge and agree (i) that this Agreement is the confidential information of each party; (ii) the technical aspects of Customer's deployment in the Colocation Space is

Switch Confidential Document: Intended for Designated Customer Only

COLOCATION FACILITIES AGREEMENT

the confidential information of Customer and (iii) the Service Orders, pricing, service offerings, the design of the Premises, related services and the manner by which Switch provides the Colocation Space and access to Carrier Services are the confidential information of Switch (collectively, "Confidential Information"). Confidential Information may be used by the recipient only in connection with its performance under this Agreement. Confidential Information may not be disclosed except to those employees or contractors of the recipient with a need to know and who agree to hold the information in confidence. If the recipient is legally compelled to disclose Confidential Information, the recipient shall provide the discloser with notice of such requirement prior to disclosure (if permissible) so that the discloser may seek any appropriate remedy. Confidential Information excludes information that: (i) is or becomes generally available to the public through no wrongful act of the recipient; (ii) is received from a third party with the right to supply it; or (iii) is independently developed by the recipient. Upon written request, the recipient will return the Confidential Information to the discloser and shall not retain any copies of such Confidential Information. The parties acknowledge and agree that Switch does not require access to any Confidential Information (including end customer information) which may be located on the Customer Equipment. Switch covenants not to attempt to access any information on the Customer Equipment without the prior written consent of Customer and Customer covenants not to provide Switch with access to such information without the prior written consent of Switch.

11.4 Assignment. Neither party may assign this Agreement without the prior written consent of the other party, except as part of a merger, acquisition or financing. Any attempted assignment in violation of this Section 11 will be null and void. This Agreement will bind and inure to the benefit of each party's permitted successors and assigns. Successors and assigns shall assume the assignor's obligations hereunder in a writing satisfactory to the non-assigning party.

11.5 Notices. Any notice or communication given hereunder may be delivered personally, by electronic mail (other than notices of breach or termination), deposited with an overnight courier or mailed by registered mail, return receipt requested, postage prepaid, to the address of the receiving party indicated on the Service Order, or at such other address as either party may provide to the other. Notices will be deemed delivered upon receipt.

11.6 No Waiver. No term or provision of this Agreement shall be deemed waived and no breach or default shall be deemed excused unless such waiver or consent is in writing and signed by the parties. A consent to waiver of or excuse for a breach or default by either party, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any different or subsequent breach or default.

11.7 Relationship of Parties. Switch and Customer are independent contractors and this Agreement does not establish any relationship of partnership, joint venture, employment, franchise or agency between Switch and Customer. Neither Switch nor Customer will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent.

11.8 Choice of Law. This Agreement shall be construed in accordance with and all disputes hereunder shall be governed by the laws of the State of Nevada, excluding its conflict of law rules and the parties hereby consent to the exclusive jurisdiction of the state and federal courts located in and for the County of Washoe, Nevada.

11.9 Entire Agreement. This Agreement represents the complete agreement of the parties with respect to the subject matter herein, and supersedes any other agreement or understanding, written or oral. This Agreement may be modified only through a written instrument signed by both parties that explicitly incorporates this Agreement by reference and identifies the section(s) it modifies. There are no third-party beneficiaries to this Agreement. Except as expressly stated herein, all rights and remedies herein are cumulative and without prejudice to each other or any other remedies available in law or equity.

11.10 Severability. In the event any provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be unenforceable, that provision will be reformed and enforced to the maximum extent permissible under applicable law, and the other provisions of this Agreement will remain in full force and effect.

11.11 Warranties. Both parties represent and warrant that they have full corporate power and authority to execute and deliver this Agreement and to perform their obligations under this Agreement and the person whose signature appears on the Service Order is authorized to enter into this Agreement on behalf of the respective party. EXCEPT AS SET FORTH IN THIS SECTION AND THE SLA, THE COLOCATION SPACE ITSELF IS PROVIDED "AS-IS", AND SWITCH SPECIFICALLY DISCLAIMS ANY AND ALL EXPRESS, IMPLIED OR STATUTORY WARRANTIES WITH RESPECT TO THE COLOCATION SPACE, SERVICES AND THE PREMISES, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, OF MERCHANTABILITY AND AGAINST INFRINGEMENT. SWITCH EXERCISES NO CONTROL WHATSOEVER OVER THE CONTENT OF THE INFORMATION PASSING THROUGH THE SWITCH NETWORK OR OVER THE INTERNET. USE OF ANY INFORMATION OBTAINED OVER THE SWITCH NETWORK OR THE INTERNET IS AT CUSTOMER'S OWN RISK.

11.12 Headings/Interpretation. Headings in this Agreement are for reference purposes only and in no way define, limit, or describe the scope or extent of a Section or in any way affect this Agreement. The word "including" shall be read as "including without limitation." No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party by reason of such party having or being deemed to have drafted such provision.

11.13 Survival. The provisions of Sections 2.8, 3.3, 5.6, 8, 9, 10 and 11 survive the expiration or termination of this Agreement for any reason, along with all indemnity obligations hereunder.

11.14 Confirmation. Periodically, an entity with whom Switch has a financial relationship (such as a lender) may request confirmation from Customer that this Agreement is in existence, that it is then in force, that Switch is not in breach of this Agreement and similar information (a "Confirmation"). Within ten (10) days after request from Switch, Customer will execute and deliver to Switch a Confirmation in the form reasonably requested by the third party or a description of why the requested statements in the Confirmation are not accurate.

11.15 Counterparts. This Agreement may be executed in counterparts with the same force and effect as if each party had executed the same instrument, provided that no party shall be bound until both parties have executed and delivered a counterpart of this Agreement to the other.

WHEREFORE, intending to be bound, the parties have executed this Colocation Facilities Agreement through their authorized representative as of the dates set forth below.

SWITCH

Signature: _____

Name: _____

Title: _____

Date: _____

Address: P.O. Box 400850
Las Vegas, NV 89140

COUNTY OF STOREY

Signature: _____

Name: _____

Title: _____

Date: _____

Address: _____

APPROVED AS TO FORM

Signature: _____

Name: _____

Title: _____

Date: _____



Exhibit "A"

SERVICE LEVEL AGREEMENT

This Service Level Agreement is a part of the Colocation Facilities Agreement (the "Agreement") between Customer and Switch. Capitalized terms not defined herein have the meaning provided in the Agreement.

1. Service Credits

Switch is pleased to offer Customer the following service levels regarding the following items:

- Network Availability
- Network Latency
- Packet Delivery
- Power Delivery

If Switch fails to meet any of these service levels, Switch will provide Customer with a service credit (a "Service Credit"), equal to the result of dividing (i) the MRC paid by Customer for the affected service during the calendar month in which the Service Credit was earned by (ii) 30 (the average number of days in a calendar month). "Network Access Fees" are the fees charged to Customer for access to and use of the Switch Network. "Switch Network" means the telecommunications/data communications network and network components owned, operated and controlled by Switch within the Premises. The Switch Network does not include any Customer Equipment or any networks or network equipment not operated and controlled by Switch.

2. Switch Network Availability

Switch provides 99.99% availability of the Switch Network in any calendar month, as calculated from the ingress to and egress from the Switch Network. For each cumulative hour or fraction thereof that Customer experiences Switch Network unavailability, Customer may request Service Credits. A Network Service Credit will be given only for those outages that were reported to Switch at the time of the outage. An outage is measured from the time it is reported to the time it is resolved.

3. Switch Network Latency

The Switch Network carries packets with an average Network Latency per month of less than 10 milliseconds. Switch monitors aggregate latency within the Switch Network by monitoring round trip times between a sample of backbone hubs on an ongoing basis. "Network Latency" (or "round trip time") means the average time taken for an IP packet to make a round trip between specified backbone hubs on the Switch Network.

After Customer notifies Switch of average Network Latency in excess of 10 milliseconds per month, Switch will use commercially reasonable efforts to determine the source of such excess Network Latency and to correct such problem to the extent that the source of the problem is on the Switch Network. If Switch fails to remedy such Network Latency on the Switch Network within 24 hours of being notified of any excess Network Latency and the average Network Latency for the preceding month has exceeded 10 milliseconds, Switch will issue Service Credits to Customer's account for each hour or fraction thereof from time of notification by Customer until the Network Latency is less than 10 milliseconds.

4. Switch Network Packet Delivery

The Switch Network has an average monthly Packet Loss of 0.1% (or successful delivery of 99.9% of packets). Switch monitors aggregate Packet Loss within the Switch Network on an ongoing basis and compiles the collected data into a monthly average Packet Loss measurement for the Switch Network. "Packet Loss" means the percentage of packets that are dropped within the Switch Network.

After being notified by Customer of Packet Loss in excess of 0.1% in a given calendar month ("Excess Packet Loss"), Switch will use commercially reasonable efforts to determine the source of such Excess Packet Loss and to correct such problem to the extent that the source of the problem is on the Switch Network. If Switch fails to remedy such Excess Packet Loss within 24 hours of being notified of any Excess Packet Loss on the Switch Network and average Packet Loss for the preceding month exceeds 0.1%, Switch will issue Service Credits to Customer's account for the period commencing at the time of receipt notification from Customer until the Packet Loss is less than 0.1%.

5. Power Service Availability

Switch is committed to providing 100% power availability if, and only if, Customer elects to properly deploy dual feed (A&B) power. Switch strongly recommends dual power and monitor-ready ATS and PDU's be correctly deployed in every rack and cabinet to ensure 100% uptime. Customer Equipment not properly utilizing A&B power will not receive Service Credits for power loss ("Power Service Credits"). Customer UPS's are not allowed to be used down-line from the Switch mission critical power system. Switch Operations must approve all power distribution systems deployed within the Customer's Colocation Space. All equipment must first be tested on house power prior to plugging into the Switch UPS receptacles. For each hour or fraction thereof that Customer experiences both A&B power unavailability, Customer may request Service Credits for the cabinets experiencing the power loss from Switch.

A Power Service Credit will be given only for those interruptions that were reported to Switch at the time of the interruption. If Customer only has single-sided power, Customer will not receive Power Service Credits. Customer must perform fail-over testing procedures at least twice each year to ensure all Customer Equipment will function properly in the unlikely event of a single sided power interruption. This is for the Customer's protection. Failure to perform this testing could result in forfeiture of Power Service Credits.

6. Environmental Guarantee.

Switch guarantees the temperature and relative humidity in the cold aisle of the Colocation Space will be maintained within ASHRAE thresholds, as measured by Switch, excluding events caused by Customer. Customer may request a Colocation Space Service Credit for each 15 minutes in which these environmental thresholds are exceeded.

7. Measured Bandwidth Service Billing Methodology.

The concept behind offering a usage based Internet product is simple: charge the customer for what they actually use. This product is ideal for those customers that either experience substantial swings in monthly usage or are anticipating growth. When traffic patterns will be unpredictable, the customer can have the security of having enough bandwidth to handle heavy use months, but also retain the flexibility to pay less when traffic declines.

Customer's monthly burstable usage is determined by calculating the 95th percentile of data usage that is used over and above Customer's contracted floor amount. As is with most data, Internet traffic has peak times throughout the day. Actually, it has peak times within any measurement interval whether it be a day, an hour, or five minutes. Billing on the 95th percentile eliminates the top 5% of measurement peaks, and bills on the Mb level at the remaining highest measurement. The purpose for billing at the 95th percentile versus actual peak utilization is to eliminate any abnormal peaks throughout the month.

Within the router, a counter that keeps track of all bytes passed through each interface, a PERL script using SNMP will poll each applicable Customer interface every five minutes. At every five minute pass, the code will read the counter and compare the result against the previous reading. The difference between the two will be converted from byte counts to a data rate. Polling this data every five minutes results in 8640 data records per month. These records are then sorted from high to low usage and the top 5% are discarded. The remaining data rate is then used to determine the billing level for the month. For example, out of 100 data points the top ten are:

10034.2 Mb	97.....34.08 Mb	94..... 33.91 Mb	91..... 33.66 Mb
9934.18 Mb	96.....34.02 Mb	93..... 33.84 Mb	
9834.11 Mb	95.....33.98 Mb	92..... 33.70 Mb	

Eliminating the top 5% leaves the data rate of 33.98Mb. This is the rate at which Switch will bill Customer for the month.

8. Conditions.

This SLA provides Customer's sole and exclusive remedies for any service interruptions, deficiencies or failures of any kind. The parties agree that the Service Credits constitute liquidated damages. No Service Credits shall be issued for Exempted Occurrences. "Exempted Occurrence" means any occurrence which impacts a service that is caused by: (i) any suspension of service pursuant to the Agreement; (ii) scheduled or emergency maintenance, alteration or implementation; (iii) force majeure events; (iv) the unavailability of necessary Customer Representatives, including as a result of failure to provide Switch with accurate, current contact information; (v) the acts or omissions of Customer or any Customer Representative; or (vi) failure or malfunction of equipment, applications or systems not owned or controlled by Switch. All performance measurements for the determination of Service Credits are based upon Switch's records.

The parties acknowledge and agree that Switch manages traffic on the Switch Network on the basis of its customers' utilization of the Switch Network and that changes in such utilization impact Switch's ability to manage network traffic. Therefore, notwithstanding any provision to the contrary herein or in the Agreement, if Customer significantly changes its utilization of the Switch Network and such change creates a material and adverse effect on the traffic balance of the Switch Network, Switch may either modify the Service Credits that may have otherwise accrued or modify Switch's provision of the affected services.

Customer must request any credit due hereunder within 60 days after the date on which the credit accrues. Customer waives any right to credits not requested within this 60 day period. Customer will not be eligible to accrue any otherwise applicable Service Credits while Customer is: (i) past due on MRC or other amounts owed under the Agreement or (ii) in violation of an AUP. In no event shall Service Credits exceed 50% of the MRC for the affected service(s) during the calendar month in which the Service Credits accrue.

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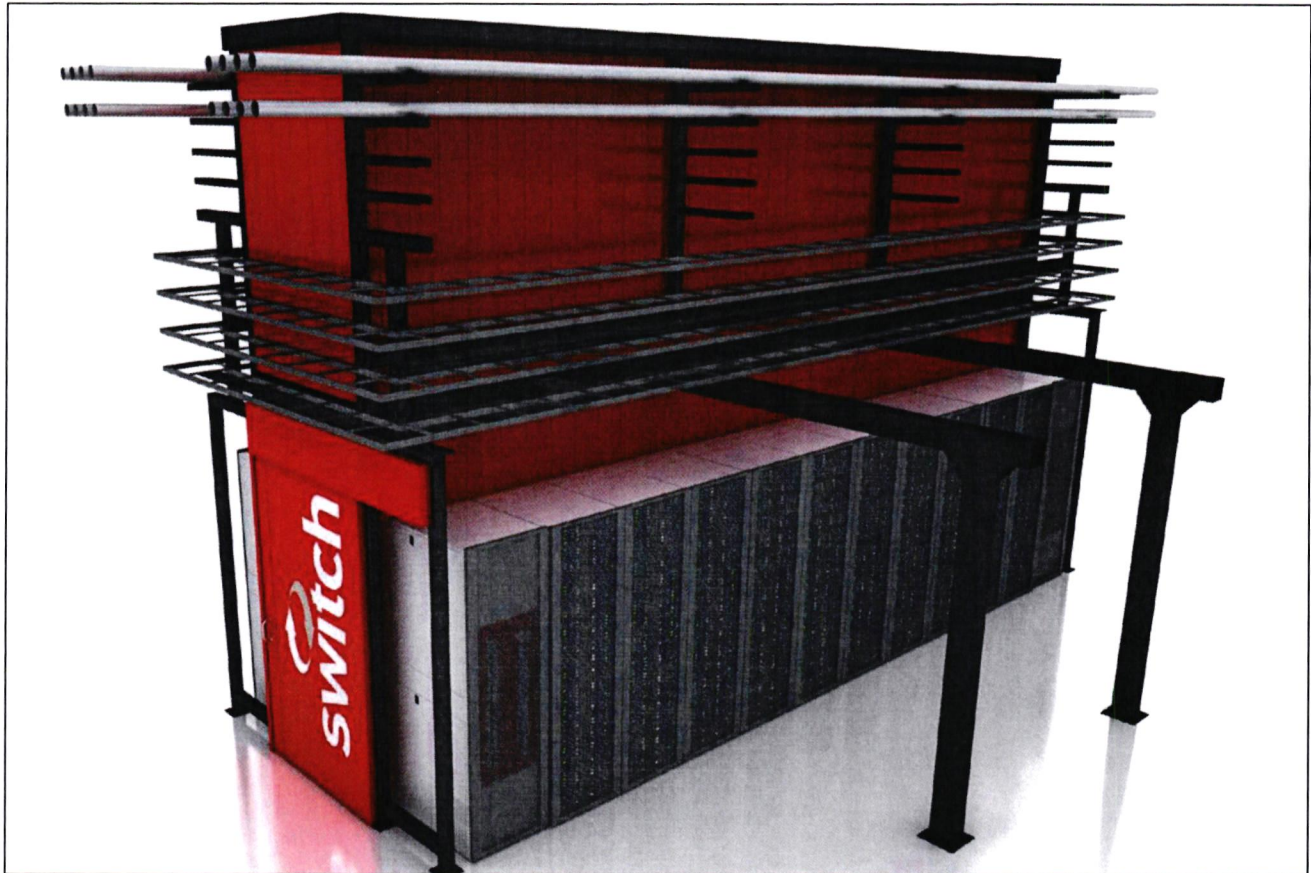
SERVICE LEVEL AGREEMENT

COLOCATION FACILITIES AGREEMENT

Customer Initials _____



Exhibit "B" T-SCIF™ DESCRIPTION



All computerized equipment generates heat. The Switch t-scif™ is designed to protect all of the customers in the facility from heat outputs. All equipment placed into the t-scif must vent the heat directly into the enclosed center aisle, where it is then contained and prevented from mixing back into the cold room.

As discussed in greater detail in the AUP, the delivery of high-density power is only possible if the exhausted equipment heat is contained and prevented from mixing with the cold air in a Facility. Switch has created the Thermal Separate Compartment in Facility (t-scif™), a state-of-the-art, patented system which offers Customers the luxury of high-density power in a safe environment. Customers deploying equipment in a t-scif™ must comply with the standards and procedures required to make this environment successful for everyone. Every cabinet must have a deliberately sealed demarcation plane that separates the hot and cold aisle. All equipment installed to a cabinet must intake cold air from the cold side of the demarcation plane and expel all hot air into the hot side of the demarcation plane. All exhausted air must then continue in a straight path into the hot aisle and up into the heat ceiling. Side air intake or side air exhaust equipment should not be used.



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

Meeting date: 8/2/2022 10:00 AM -
BOCC Meeting

Estimate of Time Required: 15 min.

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and possible approval to authorize the County Manager to accept a bid for repairs to the historic Courthouse iron fence including approximately \$12,000 for cast iron mold creation by Boyens Design, and to seek and accept a bid up to approximately \$18,000 for foundry iron work by a qualified foundry in accordance with the fiscal-year 2023 budget and capital improvement plan.
- **Recommended motion:** I (commissioner) motion to approve authorizing the County Manager to accept a bid for repairs to the historic Courthouse iron fence including approximately \$12,000 for cast iron mold creation by Boyens Design, and to seek and accept a bid up to approximately \$18,000 for foundry iron work by a qualified foundry in accordance with the fiscal-year 2023 budget and capital improvement

- **Prepared by:** Austin Osborne

Department:

Contact Number: 7758470968

- **Staff Summary:** See enclosed staff summary, illustrations, and quote.
- **Supporting Materials:** See attached
- **Fiscal Impact:** 30,000
- **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

STAFF SUMMARY

Courthouse Iron Fence Repairs

The north fence of the Courthouse is original from the nineteenth century. It is severely damaged and needs repair. The fence is made of cast gray iron and is composed of three repeating sets of overlapping panels, and a stand-alone gate. Molds will need to be created matching the existing panels and gate, from which cast-iron replacement panels will be formed. An unlimited number of iron panels may be made once the mold is completed. The county will own and possess the molds once created and foundry work is completed.

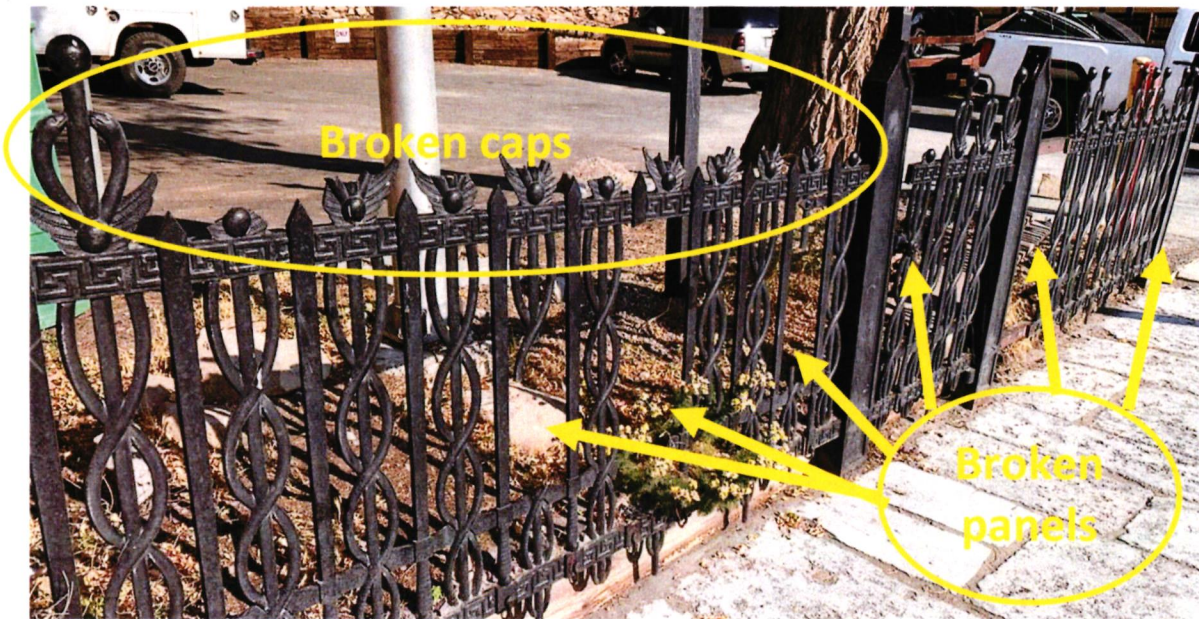
This proposal calls for roughly 30 panels to be created to finish the north fence. Ductile iron is proposed to be used for the replacement panels. Ductile iron is much stronger than the current gray iron panels, and use of this material will be explored so that the final product may endure another century of weather and circumstances.

If there are remaining funds in the budget after bid, additional cast panels may be ordered so that a similar fence facing B Street on the south side of the Courthouse may be completed. This would be a like-replacement of a cast-iron fence that existed there in the past, and which has since been replaced with rolled-steel panels. The south fence project may be revisited in the future if there are insufficient budgeted funds for its completion.

A quote of approximately \$12,000 was received from Boyens Design to create the molds. Boyens Design is experienced in this type of application and is one of the few remaining artisans in this field in the western United States. Accordingly, the county proposes to contract with Boyens for mold work. The county will approach regional foundries which are qualified, reputable, and which can perform the cast iron work within budget.

The molds may be used for unlimited future foundry work, perhaps for the benefit of the Silver Terrace Cemeteries, other historic buildings, and for non-profits in the area. This project has been reviewed and found appropriate by the State Historic Preservation Office (SHPO) per the covenants and restrictions of the historic Courthouse. Other historic approvals will be secured before project commencement. This project conforms to the fiscal year 2023 budget and capital improvement plan.

Illustrations



QUOTATION

BOYENS DESIGN

P.O. BOX 1537

SAN ANDREAS, CA 95249

(209) 591-9351

DATE: 7-21-22

CUSTOMER: Storey County Jail

Attention: Austin Osborne

JOB: Storey County Jail Fence Patterns

Manufacture three separate patterns for Storey County Jail using original castings as guides.

#1 Right Hand Pattern with change pieces for hinge casting. Price: \$4,000.00

#2 Center Pattern. Price: \$4000.00

#3 Left Hand Pattern. Price: \$4000.00

Total Cost: \$12,000.00

We would ask for one half up front materials deposit of \$6,000.00. (Board Meeting Note: County and contractor are working with District Attorney's Office on separate contract that is appropriate to meet this purpose including, but not limited to, secure third-party escrow account, to ensure project completion and appropriate fund management)

Our mailing address is:

Boyens Design

P.O. Box 1537

San Andreas, CA 95249 Thank You, Nick Boyens



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 8/2/2022 10:00 AM -
BOCC Meeting

Estimate of Time Required: 10

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and possible approval to authorize the County Manager to approve a contract modification with the United States Geological Survey (USGS) to continue a five-year program, and extends the period of performance from June 30, 2023 to September 30, 2023, of voluntary monitoring of groundwater levels and quality, aquifer conditions, and other geotechnical review in the "Highlands" area, Storey County. Funding for the modification to this agreement between Storey County and the USGS remains unchanged.
- **Recommended motion:** Based on the recommendation by staff, I (county commissioner) authorize the County Manager to approve a contract modification with the United States Geological Survey (USGS) to continue a five-year program, and extend the period of performance from June 30, 2023 to September 30, 2023, of voluntary monitoring of groundwater levels and quality, aquifer conditions, and other geotechnical review in the "Highlands" area, Storey County. Funding for the modification to this agreement between Storey County and the USGS remains unchanged.

- **Prepared by:** Lyndi Renaud

Department:

Contact Number: 7758471144

- **Staff Summary:** This is a continuation of the ongoing USGS underground water study taking place in the "Highlands" area of Storey County. An additional year was proposed and approved to be added to the five-year study to capture data related to current drought conditions in the area. Study objectives are to monitor and estimate water level trends; develop a water-table and water-level change map, characterize the fractured volcanic rock aquifer(s); and estimate local potential recharge for Lousetown Creek and other tributaries. The study will benefit property owners by collecting data needed to understand the properties of groundwater and aid future water management planning in the Highlands area. This study is recommended by the 2016 Storey County Master Plan. No additional funding is requested for the extension of time from June 30, 2023 to September 30, 2023.
- **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



United States Department of the Interior

U.S. GEOLOGICAL SURVEY
Nevada Water Science Center
2730 N Deer Run Rd., Suite 3
Carson City, NV 89701

June 14, 2022

Kathy Canfield
Senior Planner
County of Storey
PO Box 176
Virginia City, NV 89440

Dear Ms. Canfield:

Attached is modification 05 to our joint funding agreement 17WSNV00146 between the County of Storey and the U.S. Geological Survey (USGS) for the Virginia City Highlands Groundwater Project. This modification extends the period of performance from June 30, 2023 to September 30, 2023. Funding for this agreement remains unchanged.

Table 1. USGS groundwater monitoring in the Virginia City Highlands project extension summary.

Agency	2018	2019	2020	2021	2022	2023	Total
Storey County	\$26,000	\$25,700	\$25,700	\$24,900	\$3,640	\$24,850	\$130,790
U.S. Geological Survey	\$26,000	\$25,700	\$25,700	\$24,900	\$3,640	\$24,850	\$130,790
Total Funding	\$52,000	\$51,400	\$51,400	\$49,800	\$7,280	\$49,700	\$261,580

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

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

Sincerely,

JILL
FRANKFORTER

Digitally signed by JILL
FRANKFORTER
Date: 2022.06.15
10:56:54 -07'00'

Jill D. Frankforter
Director

Enclosure

cc: David Smith, USGS

Enclosure 1

JFA#: 17WSNV00146_05

USGS Nevada Water Science Center

2730 N. Deer Run Road, Suite 3
Carson City, NV 89701
Phone: 775-887-7600
Fax: 775-887-7629
DUNS: 178930541

Technical Contact

David Smith
Phone: 775-887-7616
dwsmith@usgs.gov

Executive Contact

Jill Frankforter, Director
Phone: 775-887-7658
jdfrankf@usgs.gov

Billing Contact

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

Storey County

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

Technical Contact

Kathy Canfield, Senior Planner
Phone: 775-847-1144
kcanfield@storeycounty.org

Executive Contact

Austin Osborne, County Manager
Phone: 775-847-0968
aosborne@storeycounty.org

Billing Contact

Kathy Canfield, Senior Planner
Phone: 775-847-1144
kcanfield@storeycounty.org

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

**Form 9-1366
(May 2018)**

**U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations**

**Customer #: 6000005935
Agreement #: 17WSNV00146_05
Project #: ZJ00GSG
TIN #: 88-6000134**

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of the July 1, 2017, by the U.S. GEOLOGICAL SURVEY, Nevada Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the County of Storey party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation with the Virginia City Highlands Groundwater Project, herein called the program. The USGS legal authority is 43 USC 36C, 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00

- (a) \$130,790 by the party of the first part during the period
July 1, 2017 to September 30, 2023
- (b) \$130,790 by the party of the second part during the period
July 1, 2017 to September 30, 2023
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs,
in the amount of: \$0

Description of the USGS regional/national program:
- (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be
determined by mutual agreement and set forth in an exchange of letters between the parties.
- (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters
between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (<https://www.usgs.gov/about/organization/science-support/science-quality-and-integrity/fundamental-science-practices>).

Form 9-1366
(May 2018)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000005935
Agreement #: 17WSNV00146_05
Project #: ZJ00GSG
TIN #: 88-6000134

9. Billing for this agreement will be rendered quarterly. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

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U.S. Geological Survey
United States
Department of Interior

County of Storey

Signature

JILL
FRANKFORTER
Digitally signed by JILL
FRANKFORTER
Date: 2022.06.15 10:57:29
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By _____ Date: _____
Name: Jill D. Frankforter
Title: Director

Signatures

By _____ Date: _____
Name: _____
Title: _____

By _____ Date: _____
Name: _____
Title: _____

By _____ Date: _____
Name: _____
Title: _____

Project Proposal NV17-03 and Data Management Plan

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

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

BACKGROUND

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

PROBLEM

The U.S. Geological Survey (USGS) monitors water levels annually in two domestic wells in the VC Highlands (fig. 1). Recent analysis of water levels indicates a rapid and substantial decline in the water table at these two sites. Between 1997 and 2016, water levels declined approximately 50 and 165 ft near the center of development in the VC Highlands. Water levels in the monitoring wells are declining at an average rate of about 5.7 feet per year. Due to the limited measurement frequency and close proximity of the two monitoring well locations, the areal extent of the declining water table is unknown. However, analysis of the State of Nevada Division of Water Resources (NDWR) well log database indicates 103 of 623 domestic wells (17 percent) have been deepened or replaced since the development of the VC Highlands, indicating that water-level declines are widespread and represent a significant cost burden to homeowners in the area (figure 1).

Well logs from NDWR indicate recently completed well depths are deepening through time, likely in response to the declining water table. For example, domestic wells completed prior to 1997 had an average depth of 225 ft, and wells completed after 1997 have increased to an average depth of 375 ft. In the most densely developed area of the VC Highlands, approximately 30 percent of domestic wells have been deepened (figure 1). Housing development in the VC Highlands is currently at one third of the maximum capacity and residents have expressed concern with continued development and use of limited groundwater resources (Storey County, 2016). Verbal communication with residents has indicated that deepening or replacement of domestic wells for some residents may be financially unrealistic and have opted to contract with private water-services for the delivery of potable water.

Fractured volcanic-rock aquifers, like the one found in the VC Highlands represents the least understood aquifer system in Nevada and the Basin and Range physiographic province (Planert

and Williams, 1995). Communities within the Basin and Range province generally rely on groundwater from basin-fill or carbonate-rock aquifers for domestic supply. Currently, little is known about the volcanic-rock aquifer hydraulic properties, viability, or characteristics as a source of domestic water supply throughout the Basin and Range. This project will assist the VC Highlands community and Storey County officials by monitoring and determining the properties of the fractured volcanic aquifer system, and help inform decisions on development of the groundwater resource in the study area while providing the USGS a better understanding of volcanic-rock aquifer systems within the Basin and Range Province.

OBJECTIVES and SCOPE

The primary objective of this study is to increase the understanding of recharge, aquifer properties, and groundwater flow in the VC highlands volcanic-rock aquifer system. The specific objectives of this work include: 1) evaluate water-level trends in the VC Highlands, 2) develop a water-table and water-level change map, 3) characterize the fractured volcanic-rock aquifer(s) hydraulic properties, and 4), estimate recharge rates from Lousetown Creek. These objectives will benefit Storey County officials and stakeholders by collecting data necessary to improve understanding of recharge, aquifer properties and groundwater flow that will aid in future resource-management decisions in the VC Highlands. Monitoring data will be stored in the USGS National Water Information System (NWIS) Database and will help to improve the overall understanding of volcanic-rock aquifer systems within the Basin and Range Province.

RELEVANCE AND BENEFITS

This study will contribute to science for natural resource decision-making by producing hydrologic maps and monitoring groundwater resources to inform water management decisions. The objective of this study is consistent with the USGS core mission of a Water Census of the United States (U.S. Geological Survey, 2007) and will contribute to: a better understanding of the status of freshwater resources and how they are changing; a more precise determination of water use for meeting future human, environmental needs; and, identifying how freshwater availability is related to natural storage and movement of water. This study will also provide the data necessary for county managers, and stakeholders to assess the effects of water-resources management and planning decisions in the VC Highlands. Knowledge obtained from this study will contribute to better understanding of physical properties of the fractured-volcanic aquifer system and their relation to recharge processes in the Virginia City Highlands and other volcanic-rock aquifer systems within the Basin and Range Province. The study will benefit communities, natural-resource managers, and policymakers with a clearer knowledge of the status of their water resources.

APPROACH

This five-year project is proposed to monitor VC Highlands groundwater, surface water, and precipitation during potentially variable climate conditions. In the first year of the project, a potentiometric and water-level monitoring network (network) will be established in the VC Highlands. Subsequent years will focus on the development of water-level change maps and increasing the understanding of the volcanic-rock aquifer properties using borehole geophysics and aquifer tests. Results of the study will be published in a USGS Scientific Investigations Report (SIR).

Water-level Network

The network will be designed to help describe the conceptualization of the groundwater flow system in the volcanic rock aquifer underlying the VC highlands. The network will consist of a number of wells where a combination of discrete and continuous water-level measurements will be made. Storey County has already obtained permission from approximately 30 residents for the USGS to monitor water levels for the discrete measurements. Water-level measurements will be made monthly from July to October, 2018 to identify static water-level conditions and wells suitable for longer-term monitoring. About 10 to 16 wells will then be transitioned to a quarterly measurement frequency for the duration of the project. The discrete monitoring network will be scaled to efficiently monitor fractured rock aquifer(s) in the VC Highlands. A network of continuously monitored sites will consist of 2-5 observation wells, preferably from sites not actively pumping for domestic supply, and will be instrumented with integrated data logging pressure transducers that will record water level at 15 minute intervals. The continuous water-level data will be quality assured with manual measurements during bi-monthly site visits when the recorded data will be downloaded. The reviewed and approved water-level data will be published to the web and aid in community outreach of the project. All water-level data will be available to the public via the USGS NWISweb.

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

Water-Level Change Map

Potentiometric and water-level change maps will be documented and published in the SIR. The data also will be made available as a geographic information system (GIS) data release. The water-level change maps will be developed using GIS (Hutchinson and others, 2011). Water-level change and change in aquifer storage over the past 35 years will be evaluated by differencing potentiometric maps made during this study and a 1983 water-level map developed by Koltermann (1984). Water-level change in areas of 1, 10, and 40 acre parcels will be evaluated to determine the correlation of water-level change by parcel size (an indicator of well density).

Aquifer Properties

Aquifer properties and characteristics will be evaluated to provide understanding of the properties controlling groundwater movement and storage. On an opportunistic basis, borehole geophysics will be collected in open (uncased) wells with a Mount Sopris Matrix System®, and MGXII data logger provided by the USGS Water Mission Area Branch of Geophysics. The borehole geophysics will be conducted on available volunteer domestic well(s) or new well boreholes being drilled by residents during this study – no new boreholes will be drilled as part of this project. Geophysical data will be collected by lowering the Mount Sopris Matrix System down the open hole. The geophysical tool will be configured with multiple sensors to provide detailed information of various aquifer properties (table 1). The geophysical data will be used to characterize fracture networks and estimate local aquifer properties. Collectively these data provide valuable information on various characteristics of the aquifer(s) that will be used to improve or inform conceptualization of groundwater flow in the study area.

Aquifer properties over a larger area will be evaluated with 3 to 5 aquifer tests and the results of those tests will be made available on the *USGS Nevada Water Science Centers Aquifer Test webpage*. Estimates of aquifer hydraulic properties will be made from either single or multi-well drawdown tests. Single-well aquifer tests may be analyzed using the Cooper-Jacob straight-line method (Cooper and Jacob, 1946) and multiple-well aquifer tests by distance-drawdown method (Theis, 1935), both programmed in aquifer-test analysis spreadsheets developed by Halford and Kuniansky (2002). Depending on the nature of the pressure-transient responses observed during the tests, fracture-flow based methods such as Moench (1984) may be more appropriate. Multiple hydraulic solutions will be evaluated to determine the appropriate method for each aquifer test.

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

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

Recharge along Lousetown Creek

Lousetown Creek is the main ephemeral stream flowing through the central VC Highlands during winter precipitation and spring runoff (figure 1). Sharp (1974) concluded the Comstock fault may be the controlling influence on the location of Lousetown Creek and seepage from Lousetown Creek may contribute the majority of groundwater recharge through fractured areas (Koltermann, 1984). Seepage losses during runoff from Lousetown Creek will be monitored using two flume installations for the duration of the project. Continuous discharge will be collected by methods outlined by Turnipseed, D.P., and Sauer, (2010), follow Nevada Water Science Center policy for continuous gage operation, and data will be archived in NWIS. The flumes will be used for differential gaging to identify loss in flow between gage locations. The difference in surface flow is assumed to be recharge to the aquifer when evapotranspiration is negligible.

Precipitation

Precipitation currently is collected at two weather stations on the western side of the VC highlands (fig. 1). Due to potential rain shadow effects, an additional two to four precipitation sites will be monitored to improve understanding of variability and accuracy of basin-scale precipitation estimates. Total precipitation will be measured by the USGS at varying altitudes using bulk precipitation gages and follow procedures outlined in (USGS, 2006). The gages will be located at volunteer residences for the duration of the project. Weather station and bulk precipitation gage data will be used to estimate the total annual precipitation in the VC

Highlands for each of the years of the study and will be used to correlate with observed water-level changes.

QUALITY ASSURANCE

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

DATA MANAGEMENT PLAN

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

INFORMATION PRODUCTS

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

PROJECT SCHEDULE

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

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

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

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

PERSONNEL

This project will be managed and conducted by a GS-11 hydrologist. The field work component of this project will require a GS-9 hydrologic technician. Hydrologic technicians are available to install, operate, and maintain the rain gages and flumes. In addition, hydrologic technicians will be responsible for quality assuring the precipitation data and approving the data for public retrieval from the USGS NWIS database. Map digitization and georectification will be aided by a GS-11 Geographer. The NVWSC Groundwater Specialist will assist in the data review and quality assurance. The GS-11 hydrologist will be responsible for managing the project, assembling the data, and writing the report. The USGS NVWSC currently has the staff available for this work.

BUDGET

The overall cost for this project is approximately \$254,300 (Table 3). The agreement associated with this proposal will be renewed on a year-by-year basis with Storey County pending available funding. Table 3 summarizes the cost for USGS and Storey County, respectively, by major category, State fiscal year, and cost share. Table 4 summarizes costs by task and State fiscal year.

Table 3. Project major category and fiscal year cost summary.

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

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

¹ - USGS will provide up to 50% funding match based on availability of funds from the cooperative water program. The USGS currently anticipates matching 50% through the life of this project. Availability of

matching funds is dependent on US government budget appropriation. In the unlikely event that USGS cooperative funds or Storey County funds become unavailable; project plans, details, and costs may be renegotiated with Storey County.

Table 4. Summary of costs by task and State fiscal year.

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

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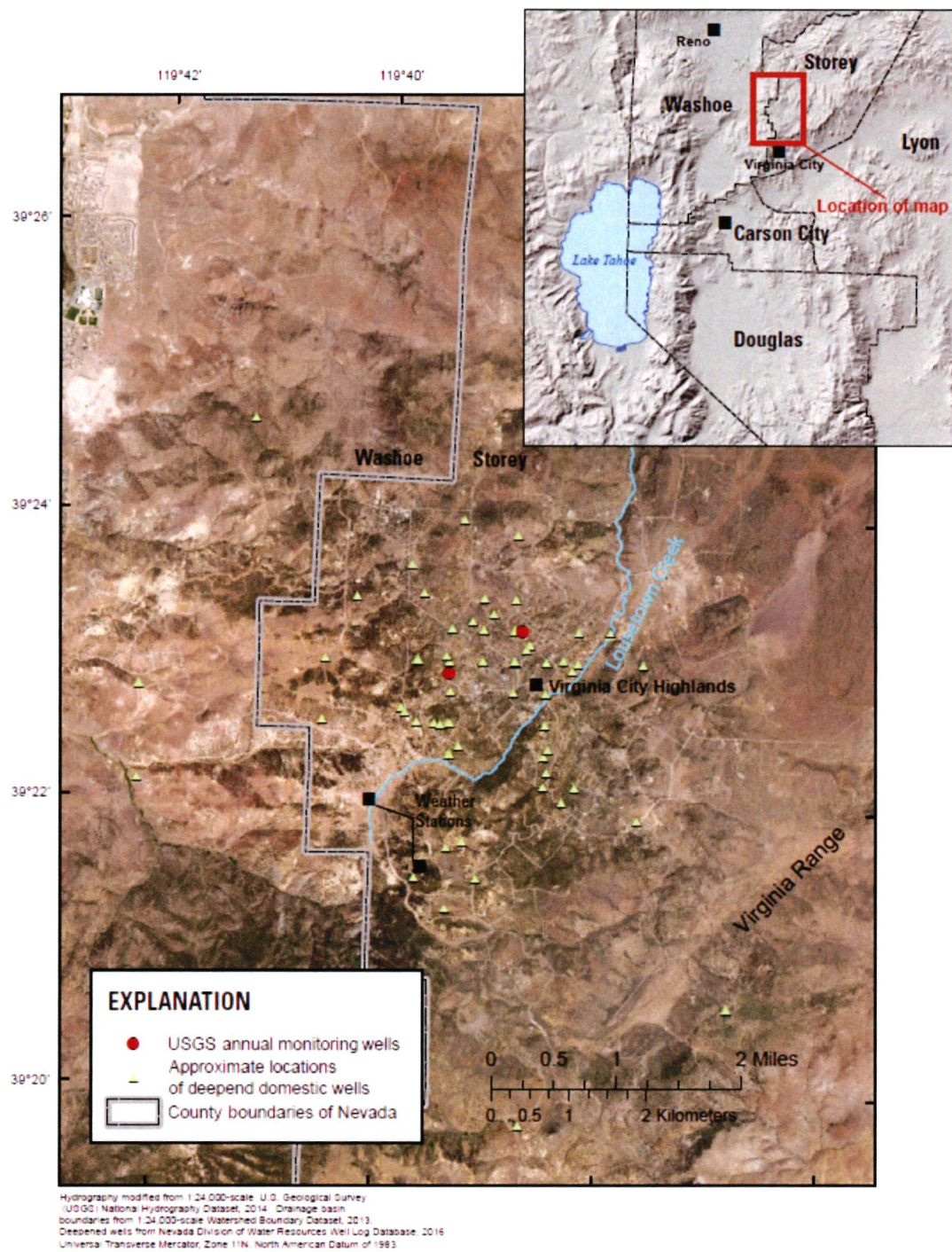


Figure 1. Location of monitoring and deepened domestic wells near Virginia City Highlands, Storey County, Nevada.

Job Hazard Analysis For New Projects

- Check the numbered box(es) for all significant safety concerns this project should address. Significant safety concerns are commonly those that require training, purchase of safety equipment, or specialized preparation to address potentially hazardous conditions.
- On the next page, identify any unlisted safety concerns and provide details for each checked safety concern.

Proposal Number: Project Title (Short):

Project Chief or Proposal Author:

The following persons have reviewed the proposal for this project and determined that this safety analysis adequately addresses all significant safety concerns:

	Name	Signature
Collateral Duty Safety Officer:	<input type="text" value="Joe Joyner"/>	<input type="text" value="JOSEPH JOYNER"/> <small>Digitally signed by JOSEPH JOYNER Date: 2017.05.01 08:22:22 -0700</small>
Science Center Director:	<input type="text" value="David L. Berger"/>	<input type="text" value="DAVID BERGER"/> <small>Digitally signed by DAVID BERGER Date: 2017.05.02 11:11:30 -0700</small>
Area Safety Officer:	<input type="text"/>	<input type="text" value=""/>

Safety Concerns:

1.	<input checked="" type="checkbox"/>	Wading, bridge, boat, or cableway measurements or sampling
2.	<input type="checkbox"/>	Working on ice-covered rivers or lakes
3.	<input type="checkbox"/>	Measuring or sampling during floods
4.	<input checked="" type="checkbox"/>	Well drilling, borehole logging
5.	<input type="checkbox"/>	Electrical hazards in the work area
6.	<input type="checkbox"/>	Construction
7.	<input checked="" type="checkbox"/>	Working in remote areas: communication and office call-in procedures
8.	<input type="checkbox"/>	Ergonomics and carpal tunnel syndrome
9.	<input checked="" type="checkbox"/>	Field vehicles appropriate for task? Presence/status of safety screens and equipment restraints
10.	<input type="checkbox"/>	All-terrain vehicles, snowmobiles
11.	<input type="checkbox"/>	Helicopter or fixed-wing aircraft usage
12.	<input checked="" type="checkbox"/>	Site access
13.	<input checked="" type="checkbox"/>	Hypothermia or heat stroke
14.	<input type="checkbox"/>	Hantavirus, Lyme Disease, Histoplasmosis, Pfiesteria, others?
15.	<input type="checkbox"/>	Contaminated water with sanitary, biological, or chemical concerns
16.	<input type="checkbox"/>	Immunizations
17.	<input type="checkbox"/>	Laboratory or mobile laboratory: Chemical hygiene plan
18.	<input type="checkbox"/>	Hazardous waste disposal
19.	<input type="checkbox"/>	Hazardous waste site operations
20.	<input type="checkbox"/>	Confined space
21.	<input type="checkbox"/>	Radioactivity
22.	<input type="checkbox"/>	Respiratory protection
23.	<input type="checkbox"/>	Scuba diving
24.	<input type="checkbox"/>	Electrofishing
25.	<input type="checkbox"/>	High-pressure compressed gas cylinders and their handling and transport
26.	<input type="checkbox"/>	Boating: operator training, equipment, requirements, inspections
27.	<input type="checkbox"/>	Special training
28.	<input type="checkbox"/>	Other: <input type="text"/>

For each numbered box checked on the previous page, briefly:
A. Describe the safety concern as it relates to this project.
B. Describe how this safety concern will be addressed. Include training, safety equipment and other actions that will be required.
C. Estimate costs.

Box number	
<input type="checkbox"/> 1	A. Monitoring of Ephemeral Drainage in the Virginia City Highlands. B. All personnel will use personal flotation devices when encountering flowing streams. Emergency throw ropes and cell phones will be carried when encountering stream flow. C. PFDs are provided by the NWWSC via overhead funds.
<input type="checkbox"/> 4	A. Borehole logging, all safety procedures will be followed. B. gloves and safety equipment will be utilized during logging.
<input type="checkbox"/> 7	A. Accidental injuries and other emergencies. B. Carry cellular phone with enabled GPS and when cell phone coverage is not adequate bring WSC satellite phone. Plan office call in procedure and use sign-out calendar for day trips and trip itinerary for overnight trips. C. Personal cellphone has enabled GPS and WSC has satellite phones available for remote field trips.
<input type="checkbox"/> 9	A. Traveling to sites and return. B. Vehicle will be in safe-working condition with seat belts, air bags, and safety screens installed. Secure coolers, toolboxes, and supplies behind safety screen. C. Field vehicles are routinely maintained with WSC overhead funds.
<input type="checkbox"/> 12	A. Parking near traffic lanes: B. Vehicle operator will be current with mandatory driver-safety training. Stay alert, park well away from traffic and implement site traffic control plan, obey all traffic signs, be aware of changing conditions, and deploy traffic safety cones and signs when appropriate. C. Projects pay for salary associated with mandatory training and WSC overhead pays for mandatory training.
<input type="checkbox"/> 13	A. Weather conditions: B. In warm/hot weather, rest often and drink plenty of water. Carry dry change of clothes in case of accidental immersion and foul-weather gear for changing cold weather conditions.
<input type="checkbox"/>	

Please attach any relevant and specific Job Hazard Analyses to this form. Many useful Job Hazard Analyses are available at <http://1stop.usgs.gov/safety/topic/jha/index.html>.



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

**Meeting date: 8/2/2022 10:00 AM -
BOCC Meeting**

Estimate of Time Required: 1

Agenda Item Type: Consent Agenda

- **Title:** Consideration and possible approval of the Devnet Contract Renewal - 5 years for the Assessor and Treasurer collections
- **Recommended motion:** approval
- **Prepared by:** Jana Seddon

Department: **Contact Number:** 775-847-0961

- **Staff Summary:** This is the contract we spoke about several months ago. With the closing of the tax roll I forgot to submit the contract until now. This contract is to start on August 1, 2022. Devnet is aware the contract is on the Aug 2nd commissioner's meeting
- **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



**Property Tax and CAMA
License, Maintenance, and Support**

in

STOREY County, Nevada

1709 AFTON ROAD, SYCAMORE, IL 60178

P : (815) 899-6850 TF : (866) 4-DEVNET F : (815) 899-0020

www.devnetinc.com

Agreement For DEVNET Inc. Services

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This "**Agreement**" dated August 1, 2022 ("**Effective Date**") is between DEVNET, INC., ("**DEVNET**"), an Illinois corporation, having its principal offices at 2254 Oakland Drive, Sycamore, Illinois 60178, and STOREY COUNTY, Nevada ("**STOREY COUNTY**"), a Nevada unit of local government, having its principal offices at 26 S. B Street, Virginia City, NV 89440.

Recitals

WHEREAS, DEVNET is in the business of licensing software and providing software development services to units of local government and others;

WHEREAS, STOREY COUNTY has previously purchased from DEVNET a license to certain software and related software development services in connection with the update to, and modernization of, its property tax software; and

WHEREAS, STOREY COUNTY desires to renew its license to such software and continue receiving such software development services, in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, DEVNET and STOREY COUNTY (the "**Parties**") hereby agree as follows:

ARTICLE 1: Definitions

- 1.1 **Software Error**
The term "Software Error" means an error DEVNET determines to be caused by deficiencies in the DEVNET System in que to be resolved in a reasonable amount of time.
- 1.2 **User Error**
The term "User Error" means improper data entry and/or failure to run processes in order or at the correct time.
- 1.2 **Application Program**
The term "Application Program" means the software programs developed and exclusively owned by DEVNET that will allow STOREY COUNTY to operate its property tax database.
- 1.3 **Customized Changes**
The term "Customized Changes" means a customized program or system change to an Application Program specific to the needs of STOREY COUNTY.
- 1.4 **DEVNET Property Tax Software System**
The term "DEVNET Property Tax Software System" means all of the Application Programs, source code, database definitions and Documentation provided and licensed by DEVNET for the purpose of processing property taxes. Such a system includes, but is not limited to, software and functions for processing property taxes, extensions, billings and collections.
- 1.5 **Documentation**
The term "Documentation" means user manuals, training literature, and other written materials that DEVNET normally provides, or will provide, with the services set forth herein, as amended by DEVNET from time to time.

- 1.6 **STOREY County Databases**
The term "STOREY COUNTY Databases" means the Property tax data prepared and managed by STOREY COUNTY that are stored in the DEVNET Property Tax Software System in electronic format and which are accessible by STOREY COUNTY's computer system.
- 1.7 **STOREY County Equipment**
The term "STOREY COUNTY Equipment" means the equipment owned (or leased), operated and maintained by the STOREY COUNTY. By way of illustration, but not limitation, STOREY COUNTY Equipment includes any mainframe, minicomputer, and LAN server platforms where "STOREY COUNTY Databases reside, and the communications equipment required to link the STOREY COUNTY Databases to any satellite location(s).
- 1.8 **STOREY County Software**
The term "STOREY COUNTY Software" means application software, database management software, and operating system software that runs on STOREY COUNTY Equipment and that is used to operate, access, and use STOREY COUNTY Databases and/or other software, all of which are owned (or licensed from third parties), and maintained by STOREY COUNTY (or STOREY COUNTY's third party vendors), not DEVNET.
- 1.9 **Software Maintenance**
The term "Software Maintenance" means the ongoing maintenance services to be provided by DEVNET hereunder with respect to the DEVNET Property Tax Software System, including the improving, repairing, and enhancing of the DEVNET Property Tax Software System.
- 1.10 **Software Support**
The term "Software Support" means the ongoing support services to be provided by DEVNET hereunder to the users of the DEVNET Property Tax Software System. These services include user training, repair of data corrupted by Database Errors and answering user questions.

ARTICLE 2: Description of Services

- 2.1 DEVNET shall provide STOREY COUNTY the DEVNET Property Tax Software System as described below for the fees set forth herein on the dates incorporated into Article 6 below.
- 2.2 DEVNET shall maintain, support and provide ongoing development services for the DEVNET Property Tax Software System for use by STOREY COUNTY in the ordinary course of its business.
- 2.3 DEVNET shall provide its own development tools for the ongoing development of the DEVNET Property Tax Software System. DEVNET will also be responsible for setting up a testing and development Windows Server 2008 R2-2012 R2 network within its own offices for such purposes.
- 2.4 DEVNET shall supply the modules in the DEVNET Property Tax Software System set forth on **Appendix A** attached hereto; provided, however, that the list of modules may be updated and modified by DEVNET from time to time as DEVNET's development priorities change. This list does not include some of the minor functions of the DEVNET Property Tax Software System, as they are intended to be included in the larger modules.
- 2.5 **SECURITY**
All modules of the DEVNET Property Tax Software System will employ commercially reasonable security measures designed to prevent unauthorized access to the DEVNET Property Tax Software System, including any unauthorized use, disclosure, modification, or destruction of any STOREY COUNTY Databases contained therein.
- 2.6 DEVNET shall provide Software Maintenance and Software Support as follows:
 - a. Software Support includes all training of new functionality and retraining as requested by STOREY COUNTY users. It includes training on site and/or online at DEVNET's discretion. STOREY COUNTY will be required to provide written sign off on specific training to DEVNET after completion.
 - b. Software support is initiated by a STOREY COUNTY staff member or DEVNET support representative submitting a support ticket through the DEVNET online ticketing system. After ticket submittal, DEVNET will determine if the support ticket is categorized as a software error or enhancement request.
 - c. Software error. A software error is an error DEVNET determines to be caused by deficiencies in the DEVNET System in queue to be resolved in a reasonable amount of time.
 - d. Software errors considered not due to deficiencies in the DEVNET System are defined as User Error. User Error consists of improper data entry and/or failure to run processes in order or at the correct time. DEVNET reserves the right to charge for correcting user error deficiencies at a time and materials rate.
 - e. Enhancements to software include enhancements due to statutory requirements and all other enhancements.
 - f. DEVNET will determine if support tickets submitted for enhancements due to statutory requirements meet the requirements for processing property taxes in the State of Nevada. This change will be provided to STOREY COUNTY at no additional cost.
 - g. DEVNET will review all other enhancement request tickets and determine if the ticket is rejected or accepted and/or if there is a charge associated with an accepted enhancement ticket. DEVNET reserves the right to reject enhancement tickets that are not categorized as statutory requirements.

- h. All enhancement requests require STOREY COUNTY to complete a change request form. DEVNET will work with STOREY COUNTY to fully describe the enhancement to be undertaken after STOREY COUNTY submits the initial change request form.
- 2.7 The design for the DEVNET Property Tax Software System will include all of the basic functionality necessary for following the legal requirements to process property taxes in the State of Nevada

ARTICLE 3: Joint Responsibilities

- 3.1 The Parties agree to reasonably cooperate with each other in the following joint responsibilities:
 - a. Product design, to provide consistency of interface and operation of STOREY COUNTY Databases.
 - b. Technology planning, to provide adequate infrastructure necessary to deliver any expanded services.
 - c. Change control planning, to provide orderly maintenance and enhancement of STOREY COUNTY Databases.

ARTICLE 4: STOREY COUNTY Responsibilities

- 4.1 STOREY COUNTY shall take the steps necessary, including, but not limited to, by performing the activities set forth in the following provisions, to enable DEVNET, in accordance with a mutually agreed upon schedule, to, as applicable, further develop, install, test and maintain the DEVNET Property Tax Software System using the data in STOREY COUNTY Databases.
- 4.2 STOREY COUNTY shall allow DEVNET scheduled access to the STOREY Software and STOREY Equipment seven days a week, 24 hours a day, if possible, when DEVNET determines that such access is required by DEVNET in order to allow DEVNET to, as applicable, further develop, install, test, and maintain the DEVNET Property Tax Software System. Any delay by STOREY COUNTY in providing the requisite access under this paragraph shall extend all due dates and maintenance obligations of DEVNET herein by a like amount of time. STOREY COUNTY shall also allow DEVNET scheduled access seven days a week, 24 hours a day to STOREY COUNTY Databases and property tax servers via modem or Internet connection.
- 4.3 Promptly upon DEVNET's request, STOREY COUNTY shall provide guidelines to DEVNET regarding use of information contained in the STOREY Databases and such other information as DEVNET may require to perform its work as described in this Agreement. Any delay by STOREY COUNTY in providing any such guidelines under this paragraph shall extend all due dates and maintenance obligations of DEVNET herein by a like amount of time.
- 4.4 STOREY COUNTY shall allow DEVNET to use STOREY COUNTY'S name in promoting DEVNET to potential users and other customers and will allow DEVNET to use copies of the STOREY COUNTY Databases but not confidential information within the databases, obtained at DEVNET'S expense at a time convenient to STOREY COUNTY, for demonstration of the DEVNET Property Tax Software System to potential users and other customers.
- 4.5 If STOREY COUNTY makes (or causes or permits to be made) any modifications to its STOREY COUNTY Equipment and/or STOREY COUNTY Software (including operating systems) that are incompatible with the DEVNET Property Tax Software System, efforts by DEVNET to make necessary revisions due to such change(s) will be billable to STOREY COUNTY, on a time and materials basis, at DEVNET's then-current rates. STOREY COUNTY shall promptly provide DEVNET with any reasonably requested information and assistance regarding any such modifications as necessary for DEVNET to fulfill its obligations hereunder. Any delay by STOREY COUNTY in providing information or assistance under this paragraph shall extend all due dates and maintenance obligations of DEVNET herein by a like amount of time.
- 4.6 On or before the commencement of work to be performed by DEVNET pursuant to this Agreement, STOREY COUNTY shall obtain and have in full operation for installation and operation of the DEVNET Property Tax Software System the hardware described on **Appendix B** attached hereto.

ARTICLE 5: Term

- 5.1 The initial term of this Agreement shall commence on the Effective Date and continue for a period of five (5) years thereafter, unless earlier terminated in accordance with Article 13.

ARTICLE 6: Price and Payment

- 6.1 The payment schedule is set forth in **Appendix C** attached hereto and extends five years, payable quarterly, effective from the date of execution of this Agreement.
- 6.2 **Fees for Additional Services.** Unless otherwise expressly set forth in this Agreement or mutually agreed by the Parties in writing, the fees to be paid by STOREY COUNTY to DEVNET for any additional services shall be charged on a time and materials basis, at DEVNET's then-current standard hourly rate.
- 6.3 **Payment Terms.** STOREY COUNTY shall pay all amounts due to DEVNET hereunder within thirty (30) days after date of invoice. DEVNET may charge interest on any amounts not paid when due at the rate of one-and-a-half percent (1.5%) per month or the highest rate permitted by applicable law, whichever is less. In addition, if any amount remains unpaid for thirty (30) days or more past its due date, DEVNET may suspend the provision of any services provided hereunder, including, but not limited to, the DEVNET Property Tax Software System license, until such amount has been paid in full.

ARTICLE 7: Ownership; Limited License Granted

- 7.1 Except as expressly provided in Article 7.2 below, no licenses are granted hereunder. In no event shall title to any software, equipment, or asset pass from DEVNET to STOREY COUNTY, nor shall title to any STOREY COUNTY Equipment or STOREY COUNTY Software or asset pass from STOREY COUNTY to DEVNET. As between the Parties, DEVNET shall exclusively own all right, title, and interest in and to the DEVNET Property Tax Software System and all related Documentation, Application Programs, demonstration programs, training programs, data screens, interfaces and marketing literature and other materials, as well as any other software developed by or on behalf of DEVNET in connection with this Agreement and all improvements, enhancements, customizations (including Customized Changes), modifications, extensions, and derivative works of any of the foregoing.
- 7.2 Subject to the terms and conditions herein, DEVNET hereby grants STOREY COUNTY, during the term of this Agreement, a revocable, non-exclusive, non-transferable, non-sublicensable license to: (a) install, on the STOREY COUNTY Equipment, and use, solely for STOREY COUNTY's internal business purposes, the compiled Application Programs of the DEVNET Property Tax Software System; and (b) use and make a reasonable number of copies of the Documentation solely in connection with STOREY COUNTY's permitted use of the DEVNET Property Tax Software System. The license granted hereunder is subject further to the following additional conditions:
- i. The Application Programs of the DEVNET Property Tax Software System may not be installed on any equipment other than the STOREY COUNTY Equipment; and
 - ii. The STOREY COUNTY Equipment shall be located at all times at the STOREY COUNTY site.

STOREY COUNTY will protect against the disclosure of the DEVNET Property Tax Software System in accordance with Article 8 below. The license granted under this Article 7.2 will be immediately revoked in the event STOREY COUNTY breaches any of the provisions of this Article

7. STOREY COUNTY shall be allowed to make one or more copies of this software for the sole purpose of routine system backup and archival.

- 7.3 Except as otherwise expressly permitted herein, STOREY COUNTY shall not, and shall not permit any of its authorized users or any other third party to: (i) sell, rent, license, sublicense, distribute, transfer, time-share, or otherwise make available the DEVNET Property Tax Software System or any Application Programs to any third party; (ii) copy, modify, adapt, translate, or create derivative works of the DEVNET Property Tax Software System or any Application Programs; (iii) decompile, disassemble, reverse engineer, or otherwise attempt to ascertain the source code of the DEVNET Property Tax Software System or any Application Programs; (iv) alter, remove, or obscure any copyright or attribution notices, proprietary markings, trademarks, or trade names from the DEVNET Property Tax Software System or any Application Programs; (v) use the DEVNET Property Tax Software System or any Application Programs in violation of any applicable law, including applicable U.S. or other export control laws; (vi) use the DEVNET Property Tax Software System or any Application Programs for purposes of building a competitive product or service or otherwise competing with the business of DEVNET; or (vii) circumvent, disable, or interfere with any software key or other security-related features of the DEVNET Property Tax Software System or any Application Programs.
- 7.4 STOREY COUNTY hereby grants to DEVNET a limited, non-exclusive, non-transferable, royalty-free license and right to access and use the STOREY COUNTY Equipment, STOREY COUNTY Software, and STOREY COUNTY Databases as necessary and appropriate for DEVNET to fulfill its obligations under this Agreement and as otherwise contemplated by this Agreement.

ARTICLE 8: Confidentiality and Nondisclosure

- 8.1 DEVNET and STOREY COUNTY may disclose to each other certain Confidential Information in connection with this Agreement. The term "**Confidential Information**" shall mean any information or data (including, but not limited to, software (in either source code or object code form), documentation, product designs and plans, specifications, pricing, customer and supplier lists and information, trade secrets, know-how, processes, techniques, inventions (whether or not patentable), and other technical, business, and financial information that is not generally known or available to the public) that is disclosed by either Party to the other Party under or in contemplation of this Agreement and that:

- i. If in tangible form or other media that can be converted to readable form, is marked as proprietary, confidential or private when disclosed, or otherwise would reasonably be understood to be confidential or proprietary given the nature of the information or circumstances of disclosure, or
- ii. If oral or visual, is identified as proprietary, confidential, or private at the time of disclosure and is summarized in a writing so marked and delivered within ten (10) days following such disclosure.

Confidential Information may be either the property of the disclosing Party or information provided to the disclosing Party by an "affiliate" of the disclosing Party or by a third party. With respect to STOREY COUNTY, "**affiliates**" means governmental employees, agencies and bodies, and all persons or entities employed or otherwise engaged thereby, provided that persons or entities that are not governmental employees shall be required to execute appropriate nondisclosure agreements before obtaining access to DEVNET's Confidential Information. With respect to DEVNET, "**affiliates**" means any person or entity that, at any given time, directly or indirectly, controls, is controlled by, or is under common control with, DEVNET, whether through ownership of voting securities, contract, or otherwise.

- 8.2 The confidentiality and nondisclosure provisions set forth herein are intended to encompass the affiliates of the Parties. Consequently, affiliates of either Party may disclose Confidential Information to the other Party or its affiliates, and affiliates of either Party may receive Confidential Information from the other Party or its affiliates. The terms "disclosing Party" and "**receiving Party**" shall include affiliates of the Parties hereto with respect to Confidential Information disclosed or received by the affiliates. The rights and obligations of the Parties shall inure to the benefit of their respective affiliates and may be directly enforced by such affiliates.

- 8.3 The receiving Party acknowledges the value to the disclosing Party of all Confidential Information of the disclosing Party. With respect to the disclosing Party's Confidential information, the receiving Party shall:

- A. Use such Confidential Information only as required for this Agreement;
- B. Use at least the same level of care to protect and prevent the unauthorized disclosure of such Confidential Information as such Party uses to protect its own information of a similar nature (but not less than reasonable care);
- C. Restrict disclosure of such Confidential Information solely to those employees of such Party and its affiliates with a need to know and who are subject to legally binding obligations of confidentiality substantially similar to those set forth herein, and not disclose such Confidential Information to any other person or entity without the prior written consent of the disclosing Party;
- D. Advise those employees who gain access to such Confidential Information of their obligations with respect to such Confidential Information; and
- E. Make only the number of copies of such Confidential information reasonably necessary to disseminate the same to those employees who are entitled to have access to it, and ensure

that all confidentiality notices set forth on such Confidential Information are reproduced in full on such copies.

For the purposes of this Article 8 only, "employees" includes third parties retained for temporary administrative, clerical or programming support. A "need to know" means that the employee requires the Confidential Information in order to perform his or her responsibilities in connection with this Agreement.

- 8.4 The obligations of Article 8.3 above shall not apply to any Confidential Information that the receiving Party can demonstrate:
- A. Is or becomes available to the public through no breach of this Agreement;
 - B. Was previously known by the receiving Party without any obligation to hold in confidence;
 - C. Is received from a third party free to disclose such information without restriction;
 - D. Is independently developed by the receiving Party without the use of any Confidential Information of the disclosing Party;
 - E. Is approved for release by written authorization of the disclosing Party, but only to the extent of and subject to such conditions as may be imposed in such written authorization;
 - F. Is required by law or regulation to be disclosed, but only to the extent and for the purposes of such required disclosure; or
 - G. Is disclosed in response to a valid order of a court and other governmental body of the United States or any political subdivisions thereof, but only to the extent of and for the purposes of such order; provided, however, that the receiving Party shall first notify the disclosing Party of the order and permit the disclosing Party to seek an appropriate protective order.
- 8.5 Except where otherwise required by law or court order, Confidential information, including permitted copies, shall be deemed the property of the disclosing Party. Upon any expiration or termination of this Agreement, or earlier upon written request by the disclosing Party, the receiving Party shall, within twenty (20) days of such expiration or termination or such a written request by the disclosing Party, return all Confidential information, including all copies thereof, to the disclosing Party or, if so directed by the disclosing Party, destroy all such Confidential information.
- 8.6 Each Party agrees that an impending or existing violation of any provision of this Article 8 would cause the disclosing Party irreparable injury for which it would have no adequate remedy at law, and that the disclosing Party shall be entitled to seek immediate injunctive relief prohibiting such violation, in addition to any other rights and remedies available to it.
- 8.7 All obligations undertaken respecting Confidential information provided hereunder shall survive any expiration or termination of this Agreement.
- 8.8 STOREY COUNTY is a public entity subject to the public records laws of the State of Nevada. If a public records request is made for records relating to DEVNET, STOREY COUNTY will make the determination of whether the records are public records and advise DEVNET of its decision. If DEVNET disagrees with STOREY COUNTY'S decision, DEVNET shall file for a protective order within the time required for STOREY COUNTY to respond to the public records request, e.g., typically within five working days of the date of the receipt of the request.

ARTICLE 9: Warranty

- 9.1 DEVNET warrants that the DEVNET Property Tax Software System, for the term of this agreement, when used under normal operating conditions, will function in material conformance with the Documentation. STOREY COUNTY's initial remedy for any failure of the DEVNET Property Tax Software System to so function shall be to contact DEVNET and to have it remedy the failure to function. If DEVNET cannot so remedy that failure within a reasonable time, STOREY COUNTY shall be permitted to secure its own reasonable remedy for that failure.
- 9.2 The warranties provided in this Agreement do not cover malfunctions or failure caused by:
- A. STOREY COUNTY's modification or relocation of the STOREY COUNTY Equipment or STOREY COUNTY Software, unless mutually agreed upon in writing prior to each such modification or relocation.
 - B. STOREY COUNTY's or any third party's abuse, misuse or negligence;
 - C. Power failure or surges, lightning, fire, flood, accident, and other events outside DEVNET's reasonable control;
 - D. STOREY COUNTY's failure to fulfill its contractual obligations set forth in this Agreement, including any failure to comply with any use restrictions set out in this Agreement; or
 - E. Hardware, network or operating system failure.
- 9.3 EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN, THE DEVNET PROPERTY TAX SOFTWARE SYSTEM AND ALL ASSOCIATED COMPONENTS AND SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. EXCEPT FOR THE WARRANTIES EXPRESSLY SET FORTH ABOVE IN THIS ARTICLE 9, DEVNET MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE DEVNET PROPERTY TAX SOFTWARE SYSTEM, ANY COMPONENT THEREOF, ANY WORK TO BE PERFORMED BY DEVNET HEREUNDER, OR OTHERWISE WITH RESPECT TO THIS AGREEMENT, AND ALL OTHER WARRANTIES (INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR TITLE) ARE EXPRESSLY DISCLAIMED AND EXCLUDED, TO THE MAXIMUM EXTENT PERMISSIBLE BY APPLICABLE LAW. WITHOUT LIMITING ANY OF THE FOREGOING, AND TO THE MAXIMUM EXTENT PERMISSIBLE BY APPLICABLE LAW, DEVNET MAKES NO WARRANTY: (A) THAT THE DEVNET PROPERTY TAX SOFTWARE SYSTEM WILL MEET STOREY COUNTY'S REQUIREMENTS OR SATISFACTION; (B) CONCERNING THE AVAILABILITY, ACCURACY, COMPLETENESS, SECURITY, USEFULNESS, TIMELINESS, OR INFORMATIONAL CONTENT OF THE DEVNET PROPERTY TAX SOFTWARE SYSTEM; OR (C) THAT THE DEVNET PROPERTY TAX SOFTWARE SYSTEM WILL BE ERROR-FREE OR THAT ERRORS IN THE DEVNET PROPERTY TAX SOFTWARE SYSTEM WILL BE CORRECTED.
- 9.4 STOREY COUNTY EXPRESSLY ACKNOWLEDGES THAT SYSTEMS MADE AVAILABLE OR ACCESSIBLE ON OR THROUGH THE INTERNET OR OTHER PUBLIC NETWORKS CANNOT BE GUARANTEED TO BE TOTALLY SECURE AND THAT NO SECURITY MEASURES ARE IMPENETRABLE. IF, PURSUANT TO THIS AGREEMENT, STOREY COUNTY IS LICENSING OR OTHERWISE BEING PROVIDED BY DEVNET WITH ANY PROGRAM, PRODUCT, OR COMPONENT THAT WILL BE MADE AVAILABLE OR ACCESSIBLE ON OR THROUGH THE INTERNET OR ANY OTHER PUBLIC NETWORK (E.G., DEVNET'S "WEDGE™" PRODUCT), STOREY COUNTY ACKNOWLEDGES THAT, AS BETWEEN THE PARTIES, STOREY COUNTY (AND NOT DEVNET) IS SOLELY AND EXCLUSIVELY RESPONSIBLE FOR DEPLOYING, MONITORING, AND MAINTAINING APPROPRIATE SECURITY MEASURES, SYSTEMS, AND INFRASTRUCTURE (E.G., FIREWALLS) THAT REASONABLY AND APPROPRIATELY PROTECT, AND PREVENT UNAUTHORIZED ACCESS TO, STOREY COUNTY'S SYSTEMS, DATA, AND OTHER RESOURCES. WITHOUT LIMITING THE PROVISIONS OF ARTICLE 9.3, DEVNET EXPRESSLY DOES NOT REPRESENT, WARRANT, OR COVENANT THAT ANY SUCH DEVNET-PROVIDED PROGRAM, PRODUCT, OR COMPONENT SHALL BE AVAILABLE

OR ACCESSIBLE ON A COMPLETELY UNINTERRUPTED OR ERROR-FREE BASIS. DEVNET SHALL NOT HAVE ANY OBLIGATION OR LIABILITY WITH RESPECT TO:

- (I) INACCURACIES, ERRORS, OR OMISSIONS IN DATA OR INFORMATION PROVIDED BY THIRD PARTIES OR THAT ARISE IN THE TRANSMISSION OF ANY DATA OR INFORMATION OVER THE INTERNET OR OTHER PUBLIC NETWORKS, OR
- (II) SECURITY BREACHES OR INCIDENTS THAT RESULT FROM CAUSES NOT UNDER THE CONTROL OF DEVNET.

ARTICLE 10: Indemnification; Limitation of Liability

- 10.1 STOREY COUNTY shall defend, indemnify and hold harmless DEVNET, its affiliates, and its and their respective employees, officers, directors, agents, representatives, and shareholders against all claims by third parties, and all resulting losses, liabilities, damages, awards, costs and expenses (including reasonable attorneys' fees), to the extent that such claims arise out of: (i) STOREY COUNTY's negligent acts or omissions under this Agreement or failure to perform its obligations hereunder; (ii) any assertion that any STOREY COUNTY Equipment, STOREY COUNTY Software, STOREY COUNTY Database (or any data contained therein), or any other data, software, documentation, or materials provided or made available by STOREY COUNTY to DEVNET in connection with this Agreement, or any use of any of the foregoing in accordance with this Agreement, infringes, misappropriates, or otherwise violates any intellectual property right of any third party; or (iii) any actual or alleged failure of the DEVNET Property Tax Software System to conform to all applicable laws, statutes and ordinances based upon or resulting from any software development parameters provided to DEVNET by STOREY COUNTY. In the event of any such claim: (a) DEVNET shall promptly notify STOREY COUNTY in writing of such claim (except that the failure of DEVNET to promptly notify STOREY COUNTY shall relieve STOREY COUNTY of its indemnification obligations hereunder only to the extent that STOREY COUNTY is prejudiced thereby); (b) STOREY COUNTY shall have the sole control of the defense and settlement thereof; and (c) DEVNET shall, at STOREY COUNTY's expense, reasonably cooperate with STOREY COUNTY regarding such defense and shall furnish to STOREY COUNTY, on request, information reasonably available to DEVNET for such defense. Notwithstanding the foregoing provisions of this Section, STOREY COUNTY is in no way authorized to agree to any settlement, compromise, or the like that would require DEVNET to make any payment or that does not fully release DEVNET of all liability.
- 10.2 DEVNET shall defend, indemnify and hold harmless STOREY COUNTY, its employees and agents against all claims by third parties, and all resulting losses, liabilities, damages, awards, costs and expenses (including reasonable attorneys' fees), to the extent that such claims arise out of: (i) DEVNET'S negligent acts or omissions under this Agreement or failure to perform its obligations hereunder; or (ii) any assertion that the DEVNET Property Tax Software System, or any other data, software, documentation, or materials provided or made available by DEVNET to STOREY COUNTY in connection with this Agreement, or any use of any of the foregoing in accordance with this Agreement, infringes, misappropriates, or otherwise violates any intellectual property right of any third party. In the event of any such claim: (a) STOREY COUNTY shall promptly notify DEVNET in writing of such claim (except that the failure of STOREY COUNTY to promptly notify DEVNET shall relieve DEVNET of its indemnification obligations hereunder only to the extent that DEVNET is prejudiced thereby); (b) DEVNET shall have the sole control of the defense and settlement thereof; and (c) STOREY COUNTY shall, at DEVNET's expense, reasonably cooperate with DEVNET regarding such defense and shall furnish to DEVNET, on request, information reasonably available to STOREY COUNTY for such defense. Notwithstanding the foregoing provisions of this Section, DEVNET is in no way authorized to agree to any settlement, compromise, or the like that would require STOREY COUNTY to make any payment or that does not fully release STOREY COUNTY of all liability.

Notwithstanding any provision to the contrary set forth in this Section or elsewhere in this Agreement, DEVNET shall have no obligation of indemnification under this Section to the extent

that any infringement claim arises from: (W) any use of the DEVNET Property Tax Software System other than in accordance with this Agreement; (X) modification of the DEVNET Property Tax Software System by anyone other than DEVNET or its agents; (Y) the combination of the DEVNET Property Tax Software System with hardware, software, or other materials not supplied, approved, or recommended by DEVNET or otherwise specified in the applicable Documentation as being suitable or appropriate for use with the DEVNET Property Tax Software System; or (Z) any specifications or requirements provided by STOREY COUNTY with respect to any portions of the DEVNET Property Tax Software System that were developed or created hereunder (or DEVNET's or the DEVNET Property Tax Software System's adherence or conformance to any such specifications or requirements).

- 10.3 In the event that the use of any portion of the DEVNET Property Tax Software System is enjoined, or is likely to be enjoined, on account of any claim referred to in Section 10.2 above, DEVNET may, at its option, promptly: (1) procure, at its sole expense, the right for STOREY COUNTY to continue using the DEVNET Property Tax Software System in accordance with this Agreement; or (2) replace or modify the DEVNET Property Tax Software System so that it is no longer infringing, but still substantially equivalent in functionality and performance. If neither of these actions is reasonably feasible through DEVNET's exercise of commercially reasonable efforts, DEVNET may terminate this Agreement upon written notice to STOREY COUNTY, without liability or penalty, in which event DEVNET shall refund to STOREY COUNTY, on prorated basis, any fees prepaid by STOREY COUNTY for the use of the DEVNET Property Tax Software System, or for Software Maintenance and/or Software Support, for the period of time remaining in the then-current term. THIS SECTION 10 STATES DEVNET'S ENTIRE LIABILITY, AND STOREY COUNTY'S SOLE AND EXCLUSIVE REMEDY, WITH RESPECT TO ANY CLAIM THAT THE DEVNET PROPERTY TAX SOFTWARE SYSTEM INFRINGES ANY THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS.
- 10.4 TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, EXCEPT WITH RESPECT TO ANY BREACH OF ARTICLE 8 (CONFIDENTIALITY AND NONDISCLOSURE) OR DEVNET'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT: (I) IN NO EVENT SHALL DEVNET OR ANY OF ITS AFFILIATES, LICENSORS, SUCCESSORS, OR ASSIGNS BE LIABLE TO STOREY COUNTY UNDER ANY CAUSE OF ACTION ARISING OUT OF THIS AGREEMENT, WHETHER SOUNDING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY, FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, EVEN IF DEVNET HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (II) THE TOTAL, CUMULATIVE LIABILITY OF DEVNET AND ITS AFFILIATES, LICENSORS, SUCCESSORS, AND ASSIGNS UNDER THIS AGREEMENT SHALL NOT EXCEED THE TOTAL FEES PAID BY STOREY COUNTY TO DEVNET DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM FIRST AROSE.
- 10.5 TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, EXCEPT WITH RESPECT TO ANY BREACH OF ARTICLE 8 (CONFIDENTIALITY AND NONDISCLOSURE) OR STOREY COUNTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT: (I) IN NO EVENT SHALL STOREY COUNTY OR ANY OF ITS AFFILIATES, LICENSORS, SUCCESSORS, OR ASSIGNS BE LIABLE TO DEVNET UNDER ANY CAUSE OF ACTION ARISING OUT OF THIS AGREEMENT, WHETHER SOUNDING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY, FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, EVEN IF DEVNET HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (II) THE TOTAL, CUMULATIVE LIABILITY OF STOREY COUNTY AND ITS AFFILIATES, LICENSORS, SUCCESSORS, AND ASSIGNS UNDER THIS AGREEMENT SHALL NOT EXCEED THE APPROPRIATION MADE BY STOREY COUNTY FOR PAYMENT UNDER THIS AGREEMENT ARISING DURING THE FISCAL YEAR IN WHICH THE CLAIM IS FIRST ASSERTED.

ARTICLE 11: Changes

- 11.1 DEVNET shall not perform any service or provide any deliverables not specified herein, or act upon any request for additions, deletions and/or changes (hereinafter "**Changes**") not specified in this Agreement or amendment thereto, without the prior written consent of STOREY COUNTY. Such written consent will be in the form of a Change Request Form. The costs for said services shall be mutually agreed upon prior to the commencement of any such work or provision of any such deliverables.

ARTICLE 12: Force Majeure

- 12.1 DEVNET shall not be liable in any way for any delay, failure, losses, damages or expenses due to any of the following: any cause beyond DEVNET's reasonable control, including but not limited to, fires, floods, epidemics, pandemics, quarantine restrictions, unusually severe weather, manufacturer's delays, strikes, embargoes, explosions, power blackouts, wars, labor disputes, acts of civil disobedience, acts of Civil or military authorities, acts of nature, acts of public enemies, acts or omissions of carriers or any court order connected with the Modification of Final Judgment, in each case, which may delay, hinder, or prevent performance under this Agreement; provided that DEVNET has exercised reasonable measures, if feasible, to mitigate such delay or failure.

ARTICLE 13: Termination

- 13.1 If either Party (hereinafter "**Defaulting Party**") at any time materially breaches any provision of this Agreement, then the other Party may serve upon the Defaulting Party a written notice to cure such breach (a "**Notice to Cure**"). The Notice to Cure shall specify the alleged breach and shall be served as provided for service of notices in Section 15.1 herein. If, within thirty (30) days of the date of service of such Notice to Cure, the Defaulting Party has not fully cured all the items indicated therein, or presented a plan acceptable to the other Party to cure such items, then upon expiration of said thirty (30) days, the other Party may, at its option, elect to terminate this Agreement by providing the Defaulting Party a second written notice.
- 13.2 In addition to termination pursuant to Article 5 and Section 15.3, either Party may terminate this Agreement for convenience by providing the other Party with notice of its intention to terminate for convenience by registered mail at least ninety (90) days in advance of such termination date. This paragraph also is subject to Paragraph 15.1: Notices.
- 13.3 Upon any expiration or termination of this Agreement: (i) STOREY COUNTY shall immediately cease using the DEVNET Property Tax Software System (including the Application Programs), Documentation, and related materials; (ii) STOREY COUNTY shall, at DEVNET's option, promptly return to DEVNET or securely destroy all copies of the DEVNET Property Tax Software System (including the Application Programs), Documentation, and related materials within STOREY COUNTY's possession or control; (iii) STOREY COUNTY shall promptly pay to DEVNET all outstanding fees owed to DEVNET for the provision of the DEVNET Property Tax Software System and related services hereunder; and (iv) each Party shall promptly return or securely destroy all other Confidential Information of the other Party then in such Party's possession or control, and an officer of each Party shall certify in writing to the other Party that all such return or destruction has been completed.

ARTICLE 14: Assignment

- 14.1 This Agreement is not assignable by either Party without the written consent of the other, which consent shall not be unreasonably withheld.

ARTICLE 15: Miscellaneous

15.1 Notices

Except as otherwise provided for herein, any notice, communication or demand which under the terms of this Agreement or under any statute must or may be given or made by either Party to the other shall be in writing and shall reference this Agreement. Such notice shall be conveyed by personal delivery, facsimile during business hours with hard copy to follow within 24 hours, or certified, express, overnight or other mail service which provides proof of receipt, addressed to the respective Parties at the following addresses:

To DEVNET Inc.: DEVNET, Inc.
2254 Oakland Drive
Sycamore, Illinois 60178
Facsimile: (815) 899-0020

To STOREY COUNTY: STOREY County Courthouse
26 S. B Street
Virginia City, NV 89440

The date upon which such notice is so personally delivered, or, if the notice is given by said mail service or facsimile the date which it is received by the addressee, shall be deemed to be the date of such notice, irrespective of the date appearing thereon.

15.2 Independent Contractor

DEVNET and STOREY COUNTY are acting hereunder as independent contractors and under no circumstances shall any of the employees of one Party be deemed the employees of the other for any purpose. This Agreement shall not be construed so as to constitute DEVNET and STOREY COUNTY as partners or joint venturers, or as authority for either Party to act for the other Party in any agency or other capacity, or to make commitments of any kind for the account of or on behalf of the other except to the extent and for the purposes provided for herein. DEVNET certifies that it has purchased standard business insurance.

15.3 Hyperinflation

In the event of unusual and significant changes in the cost of providing software licenses per the terms of this Agreement during a given year due to hyperinflationary circumstances, the Parties may agree in writing to adjust the pricing schedule more frequently than the term listed in this Agreement. Additionally, DEVNET reserves the right to terminate this Agreement as a result of hyperinflation upon written notice to STOREY COUNTY, without liability or penalty, in which event DEVNET shall refund to STOREY COUNTY, on prorated basis, any fees prepaid by STOREY COUNTY for the use of the DEVNET Property Tax Software System, or for Software Maintenance and/or Software Support, for the period of time remaining in the then-current term. Hyperinflation shall mean an annual inflation rate of eighteen percent or more.

Commented [BS1]: We do not agree to adding this statement. There is a mutual 90 day out clause if hyperinflation were to become an issue.

15.4 Governing Law

This Agreement shall be construed in accordance with, and governed by, the laws of the State of Nevada.

15.5 Publicity

Neither Party may, without the other Party's prior written consent (not to be unreasonably withheld),

publish or otherwise use advertising, sales promotion materials, press releases or other publicity materials naming the other Party or referencing or using the names, marks or services of the other Party.

15.6 Order of Precedence

In the event of a conflict between the terms and conditions contained in the body of this Agreement and those contained in any attachment to this Agreement, the terms and conditions set forth in the body of this Agreement shall take precedence.

15.7 Severability

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such determination shall not affect the validity, legality, or enforceability of any other part or provision of this Agreement, and the invalid, illegal, or unenforceable provision shall be replaced by such valid, legal, and enforceable provision as comes closest to the intention underlying the invalid, illegal, or enforceable provision.

15.8 Non-Waiver

Failure of either Party to insist in any instance upon strict performance by the other Party of any of the provisions of this Agreement shall not be construed or deemed to be a waiver of such provision, or any other provision hereof.

15.9 Non-Exclusive Remedies

Unless otherwise expressly provided in this Agreement, the remedies set forth in this Agreement shall be cumulative and are not exclusive or mutually exclusive. Election of one remedy shall not preclude pursuit of other remedies available under this Agreement or at law or in equity.

15.10 Compliance with Laws

Each Party shall comply with all applicable laws and regulations that pertain to its performance of its obligations and exercise of its rights under this Agreement. Both Parties shall conduct their respective actions under this Agreement in such manner as to comply in all respects with the laws of the United States of America, the State of Nevada and any other state, federal or local agency or unit of government that may legally control or direct the actions of either Party. In the event any provision of this Agreement shall now or at any time in the future be in conflict with any such law, rule, ordinance, decision or other writing of any such governmental agency or unit of government, then said provision shall be null and void and of no force and effect, and the remainder of this Agreement shall continue in full force and effect as if said provision had not been included herein.

15.11 Binding Effect

This Agreement shall be binding on each Party's successors and assigns, upon signature.

15.12 Approvals

This Agreement shall not be binding upon DEVNET until it is approved and signed by the DEVNET official authorized to sign this Agreement and all county officials and officers required by statute or ordinance to execute it.

15.13 Survival

The provisions of paragraphs Sections 7.1 and 7.2, Article 8, Sections 9.3 and 9.4, Article 10, Section 13.2, and Article 15, and any other provision of this Agreement which, by its nature, is intended to survive any expiration or termination of this Agreement, shall survive the term of this Agreement, whether said termination is for cause or by expiration of time.

ARTICLE 16: Entire Agreement

- 16.1 This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous proposals, negotiations, representations, commitments, documents and all other communications between the Parties, both oral and written, with respect to such subject matter. It may not be released, discharged or modified except by an instrument in writing signed by a duly authorized representative of each of the Parties. The terms of this Agreement shall prevail notwithstanding any variance with the terms and conditions of any form document, such as a purchase order, submitted by either Party to the other Party.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date first set forth above.

STOREY COUNTY

By: _____
STOREY COUNTY

DEVNET, INC.

By: _____
Michael J. Gentry, President



Appendix A

Property Tax Assessment

- Parcel Maintenance, includes:
 - i. Name and Address Maintenance
 - ii. Legal Description Maintenance
 - iii. Site Address Maintenance
 - iv. Parcel Split and Combinations
 - v. Time Memo Maintenance
- Farmland Processing
 - i. Soils Maintenance
 - ii. Farmland Reporting
 - iii. Farmland Calculations
- Notices and Reporting
- State Abstracts
- Parcel Inquiry
- Assessor functions for Corrections
- Vacant Land Maintenance
- TIF Maintenance

Property Tax Assessment

- Parcel Maintenance, includes:
 - Name and Address Maintenance
 - Legal/Assessor Description Maintenance
 - Site Address Maintenance
 - Parcel Split and Combinations
 - Imaging Maintenance
 - Secured Mobile Home Maintenance
- Ag Deferred Processing
 - Soils Maintenance
 - Farmland Reporting
 - Farmland Calculations
- Notices and Reporting
- State Abstracts
- Parcel Inquiry
- Assessor functions for Corrections
- Vacant Land Maintenance
- Redevelopment Maintenance
- Abatement Maintenance
- Personal Exemption Maintenance
- Roll to County Treasurer---Moved from Property Tax Calculation

Property Tax Calculation

- Tax Entity Maintenance
- Tax District maintenance
- **State Reporting**
- **Calculate Taxes**
- **Notices and Reporting**
- **Roll to County Treasurer**

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Property Tax Collection / Distribution

- Tax Billing
- Tax Collection and Distribution
- Treasurer functions for Corrections
- Delinquent Notices
- Reports and inquiry
- State Reporting of Tax Collections

Delinquent Tax Module

- Tax Sale Maintenance and Processing
- Postponement of taxes Maintenance
- Bankruptcy Handling
- Reports and Inquiry

Personal Property Processing

- Maintenance of Personal Property Accounts
- Calculation of Personal Property Tax
- Billing of Personal Property Tax
- Collection of Personal Property Tax
- Distribution of Personal Property Tax
- Reporting of Personal Property Tax
- State Reporting of Personal Property Tax

Unsecured Property Processing

- a Maintenance of Unsecured Accounts
- b Unsecured Mobile Home Maintenance
- c Imaging Maintenance
- d Calculation of Unsecured Tax
- e Billing of Unsecured Tax
- f Collection of Unsecured Tax
- g Distribution of Unsecured Tax
- h Reporting of Unsecured Tax
- i State Reporting of Unsecured Tax

Mass Appraisal

- Replacement Cost Module for Residential, Agricultural, Commercial and Industrial Structures
- Cost Table Maintenance
- Sales Maintenance including Land Sales
- Sales Ratio / Study Module
- Land Appraisal Module
- Multiple Regression Analysis
- Comparable Property Analysis

Mobile Home Module

- Mobile Home Maintenance includes:
 - i. Name and Address Maintenance
 - ii. Vehicle information Maintenance
 - ii. Calculate/print Mobile Home Tax Bills
- Mobile Home Collection
- Mobile Home Distribution
- Notices and Reporting
- Mobile home moving permits

DEVNET Hosted wEdge E-Government Solution

Industry leading e-government and property search platform that integrates property information, GIS, and other government services through a single application.

wEdge is a customizable inquiry solution that integrates with the Edge® applications providing county and public users access to important taxpayer information.

wEdge Features

- Highly-customizable user interface
- Search properties by parcel number (PIN), property address, owner name and address, sale date, taxing body, property class, neighborhood, building attributes, and more
- Sort results by property/account number, property address, or name.
- Parcel detail view can show any and all information associated with a property
- Unlimited number of images, sketches, and scanned documents
- Integrates with Google Maps, Bing Maps, county GIS, and Pictometry
- Section 508 and WAI-AAA accessibility standards compliant
- Captures the full history for each property for all years
- Online Collection – A DEVNET approved Partner should be selected for shopping cart integration

GIS Map Option

wEdge supports embedding ArcGIS Online webmaps when configured using Esri's Web AppBuilder. This is included at no additional cost, if the following requirements are met and in place.

Minimum requirements:

ArcGIS Online

- ArcGIS Online Organization for publishing content and optionally hosting GIS data.
- Single named user for publishing.
- Publically accessible web map with parcel polygon layer, parcel number field, and pop-ups enabled.
- Publically accessible web app published with Web AppBuilder.

GIS data hosting options:

1. Parcel data and other GIS layers can be published to ArcGIS Online as hosted feature services.

2. Parcel data can be served from ArcGIS Server as feature services
 1. Services can be hosted on premises. DEVNET data can be joined to parcel polygons producing near real-time information
 2. Services can be hosted by a GIS vendor.

DEVNET Hosted wEdge Deliverables

There are many benefits that come with DEVNET hosting the wEdge solution:

- DEVNET maintains the server and infrastructure
- Hosting is offered for FREE with the purchase of wEdge
- All updates, bug fixes, database fixes and phone support for county staff

Not Included: Software support for wEdge online inquiry shall not include:

Phone Support for the public or subscribers. This is chargeable at \$125.00 per hour. The County also has the option of buying support in blocks of hours for the public/subscribers at \$110.00 per hour for a minimum of 20 hours. Any time spent by DEVNET supporting the public or subscribers with issues pertaining to wEdge that are not already covered under this agreement will be tracked in fifteen minute increments and billed to the county monthly at the above hourly rate.

Support due to infrastructure problems at the county site is not covered. Support for this instance is billable at \$125.00 per hour with a minimum of one hour per incident. Any time spent by DEVNET providing support due to infrastructure problems not already covered under this agreement will be tracked in fifteen minute increments and billed to the county monthly at the above hourly rate.



Appendix B

DEVNET Hardware Requirements

Hardware may be purchased from any third-party vendor of the County's choice. Note that the County or third-party vendor is responsible for deployment of the server(s) and all required third-party software, including the Active Directory/domain and SQL Server, unless DEVNET is contracted to deploy the server hardware and software.

The following specifications assume a single SQL and file server environment. For an environment in which the DEVNET applications do not reside on the SQL server, these specifications apply to the SQL server.

CAMA and tax analytics in the DEVNET system use the SQL Server R component.

- Clients up to 50,000 parcels can deploy SQL R in-database as a single server solution.
- Clients with 50,000-100,000 parcels may be able to deploy a single server SQL R in-database solution depending on usage of the analytics.
- Clients with more than 100,000 must deploy a separate standalone R server.

Note: SQL R in-database cannot be deployed on a SQL cluster; therefore, an SQL cluster must deploy the standalone R server

If the Application, Image/Document, Sketch files are stored on a separate server or NAS, the file I/O performance of this alternative must be equivalent to the following server specifications.

These specifications are for a physical server to support the DEVNET solution.

SQL Server Specifications

Minimum: Less than 15,000 parcels and less than 15 users
2.00 GHz 8-core processor
32 GB RAM
100+ GB hard drive space in a RAID-1 (mirroring) or RAID-5 array using 10K 6G SAS drives for Windows OS, SQL Server Application, and Virtual Memory file ²
300+ GB available hard drive space in a RAID-1 (mirroring) or RAID-5 array using 10K 6G SAS drives for SQL Data, Application, Image/Document, and Sketch files ^{1,2}
Video adapter capable of 1280 x 1024 resolution
Monitor capable of 1280 x 1024 resolution
Tape/disk or other backup solution
High-speed internet access
VPN remote access
1 Gb ethernet adapter
N+1 redundant cooling ³

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N+1 redundant power ³
Uninterruptible power supply ⁴
Windows Server 2016/2019 Standard Edition ⁵
Microsoft SQL Server 2016/2017 Standard Edition ⁵
Microsoft SQL Native Client
Microsoft .NET Framework 4.7.2
Microsoft Visual C++ 2015-2019 Redistributable

¹ The storage space required may vary depending on the number of parcels, images, sketches, and documents. Additionally, the amount of historical information added will impact the storage requirements.

² Clients may substitute the recommended RAID levels for alternative RAID levels or storage methods such as a SAN as long as they provide the comparable redundancy and performance. The lowest server specifications provided above will provide sustained disk I/O of 250MB/s based on Windows file read write testing. The highest specifications will provide sustained disk I/O of 450MB/s based on Windows file read write testing.

³ The client can substitute an alternative as long as they provide the same level of redundancy.

⁴ The client does not need a UPS-specific to this server as long as the solution utilized can provide sufficient runtime and graceful shutdown of the server.

⁵ While older Windows and SQL server versions are supported in select situations, some features require SQL Server 2016. DEVNET recommends using Windows Server 2019 standard edition and SQL Server 2017 standard edition.

Server Virtualization

DEVNET does not recommend a virtual Microsoft SQL Database server.

If a virtual environment is utilized, the virtual server must provide the same sustained performance as the recommended physical hardware.

The most critical performance component is disk I/O. The virtual SQL server must provide sustained performance equivalent to the recommended physical server while other guest virtual servers on the same physical server are under load. Note that unlike other applications, SQL is not very tolerant of latency.

Workstation Specifications

Minimum	2+ GHz single core processor
	4 GB RAM
	20 GB+ hard drive
	Video adapter capable of 1280 x 1024 resolution
	19" standard width or 22" widescreen monitor capable of 1280 x 1024 resolution
	Windows 10 Pro/Ent
	100/1000 Mb ethernet adapter
	Mouse

Recommended	Microsoft SQL Native Client
	Microsoft .NET Framework 4.7.2
	Microsoft Visual C++ 2015-2019 Redistributable
	If EdgeMaps is used on the workstation, a video graphics chip set with support for the following is required: <ul style="list-style-type: none"> • 64 MB video • OpenGL version 2.0 or higher, and Shader Model 3.0 or higher • DirectX 11 with Direct3D feature level 9_3 • DirectX 11 hardware rendering preferred
	2.2+ GHz dual core processor
	8 GB RAM
	40GB+ hard drive
	Video adapter capable of 1280 x 1024 resolution
	19" standard width or 22" widescreen monitor capable of 1280 x 1024 resolution
	Windows 10 Pro/Ent
	1 Gb ethernet adapter
	Mouse
	Microsoft SQL Native Client
	Microsoft .NET Framework 4.7.2
	Microsoft Visual C++ 2015-2019 Redistributable
	If EdgeMaps is used on the workstation, a video graphics chip set with support for the following is required: <ul style="list-style-type: none"> • 256+ MB video memory • OpenGL version 2.0 or higher, and Shader Model 3.0 or higher • DirectX 11 with Direct3D feature level 9_3 • DirectX 11 hardware rendering preferred

Printers

DEVNET applications are compatible with most laser printers.

Receipt/Slip Printer

DEVNET applications can print receipts to either a laser printer or receipt printer. Receipt/slip printers compatible with the DEVNET applications must have a Windows driver that supports the printer's functions and paper type. If slip/check endorsement printing and/or cash drawers will be used, receipt/slip printer driver must support slip wait and cash drawer open via settings in the driver. DEVNET applications are compatible with Epson TM-U675 Receipt/Slip/Validation printer. DEVNET has also successfully worked with other Epson printers that use the EPSON Advanced Print Driver.

Barcode Reader

Barcode reader must read Code 39 and have the ability to add a prefix and suffix character (depending on the client barcode configuration). Additionally, the barcode reader must be configured to omit carriage return and line feed.

DEVNET recommends the Honeywell Voyager Series bar code reader.

Document Scanning

The DEVNET application can interface with scanners that provide a fully TWAIN compliant driver.

DEVNET recommends Fujitsu scanners for use with its imaging applications. When imaging is used within DEVNET applications, one or more licenses of Lead Tools imaging toolkit are required. The Lead Tools software can be provided with the installation of DEVNET software applications.

Check Scanning

The DEVNET application can interface with scanners that provide a fully TWAIN-compliant driver. We recommend the Epson Capture One and Epson TM-S2000 scanners.

End User Printing Support

Only printers with drivers support for a terminal server/Citrix environment should be used.
In some cases, other printers can be used; however, this can cause serious problems on the server.
The end user workstation and the server should be using driver version/type. As always, DEVNET recommends that the PostScript driver be used where possible.
DEVNET recommends using a consistent printer make and/or model to ensure that printable reports and forms are printed consistently across all end users. Using a universal driver for several models of a specific manufacture's printers models usually allow some choice in the printers while ensuring the printed output consistency.

Remote Scanning Support

Currently, Windows does not natively support TWAIN scanning.
There are a number of third-party applications that provide this functionality; however, DEVNET has not tested any of these with DEVNET applications.
Scanned documents and camera photos saved on the end user workstation can be imported into the DEVNET system from an end user workstation drive mapped in the remote session.

Client understands that wEdge is only supported on certain web browsers, and that wEdge may not function for the county or its users unless they are using a supported web browser.

Supported Web Browsers:

- Google Chrome
- Firefox
- Internet Explorer (Version 11 onward)
- Microsoft Edge

It is the client's responsibility to have supported web browsers installed and operational at the county on or before the commencement of work to be performed by DEVNET, Inc. pursuant to this agreement.



Appendix C

Pricing

Year 01 (August 1, 2022-July 31, 2023): For services received by STOREY COUNTY under this Agreement during Year 01, STOREY COUNTY shall pay to DEVNET the sum of \$32,580.48, payable as follows:

- a. The sum of \$17,098.98 on or before August 1, 2022; and,
- b. The sum of \$5,160.50 on or before November 1, 2022; and,
- c. The sum of \$5,160.50 on or before February 1, 2023; and,
- d. The sum of \$5,160.50 on or before May 1, 2023.

Year 02 (August 1, 2023- July 31, 2024): For services received by STOREY COUNTY under this Agreement during Year 02, STOREY COUNTY shall pay to DEVNET the sum of \$34,174.60, payable as follows:

- A. The sum of \$17,919.04 on or before August 1, 2023; and,
- B. The sum of \$5,418.52 on or before November 1, 2023; and,
- C. The sum of \$5,418.52 on or before February 1, 2024; and,
- D. The sum of \$5,418.52 on or before May 1, 2024.

Year 03 (August 1, 2024- July 31, 2025): For services received by STOREY COUNTY under this Agreement during Year 03, STOREY COUNTY shall pay to DEVNET the sum of \$34,224.12, payable as follows:

- A. The sum of \$17,968.56 on or before August 1, 2024; and,
- B. The sum of \$5,418.52 on or before November 1, 2024; and,
- C. The sum of \$5,418.52 on or before February 1, 2025; and,
- D. The sum of \$5,418.52 on or before May 1, 2025.

Year 04 (August 1, 2025- July 31, 2026): For services received by STOREY COUNTY under this Agreement during Year 04, STOREY COUNTY shall pay to DEVNET the sum of \$35,895.47 payable as follows:

- A. The sum of \$18,827.12 on or before August 1, 2025; and,
- B. The sum of \$5,689.45 on or before November 1, 2025; and,
- C. The sum of \$5,689.45 on or before February 1, 2026; and,
- D. The sum of \$5,689.45 on or before May 1, 2026.

Year 05 (August 1, 2026- July 31, 2027): For services received by STOREY COUNTY under this Agreement during Year 05, STOREY COUNTY shall pay to DEVNET the sum of \$35,944.99, payable as follows:

- A. The sum of \$18,876.64 on or before August 1, 2026; and,
- B. The sum of \$5,689.45 on or before November 1, 2026; and,
- C. The sum of \$5,689.45 on or before February 1, 2027; and,
- D. The sum of \$5,689.45 on or before May 1, 2027.

1709 AFTON ROAD, SYCAMORE, IL 60178

P : (815) 899-6850 TF : (866) 4-DEVNET F : (815) 899-0020

www.devnetinc.com



Appendix D

Third Party License and Maintenance Fees

Third Party License and Maintenance	License Fees				
	Year 1	Year 2	Year 3	Year 4	Year 5
Marshall & Swift RTI & RTU License	\$1,688.48	\$1,738.00	\$1,787.52	\$1,837.04	\$1,886.56
Total License, Maintenance and Third-Party Cost	\$1,688.48	\$1,738.00	\$1,787.52	\$1,837.04	\$1,886.56



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

Meeting date: 8/2/2022 10:00 AM -
BOCC Meeting

Estimate of Time Required: 5 minutes

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and possible approval directing the Comptroller to sign the Tyler Service Agreement to move from an on premise environment to a hosted environment in the amount of \$40,100 annually.
- **Recommended motion:** I, _____, approve the Comptroller to sign
- **Prepared by:** Jennifer McCain

Department:

Contact Number: 7758471133

- **Staff Summary:** This project was presented during the 22-23 budget hearings. This project will take our financial software from being housed locally and maintained by Storey County IT to a Tyler hosted environment. While this cost is an increase from our current annual Tyler Incode support amount of \$31,696; this project will save the County in purchasing hardware, support costs, and licensing estimated at approximately \$150,000 this current fiscal year alone and possible another \$40,000 in subsequent years. This agreement has been reviewed and approved by both James Dean (IT) and Keith Loomis (DA's office).
- **Supporting Materials:** See attached
- **Fiscal Impact:** Yes
- **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



SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Service Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means Storey County, Nevada.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Users"** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary. If Exhibit A contains Enterprise Permitting & Licensing labeled software, defined users mean the maximum number of named users that are authorized to use the Enterprise Permitting & Licensing labeled modules as indicated in the Investment Summary.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date by which both your and our authorized representatives have signed the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the products and services attached as Exhibit A.



- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as [Exhibit B](#).
- **“Order Form”** means an ordering document that includes a quote or investment summary and specifying the items to be provided by Tyler to Client, including any addenda and supplements thereto.
- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary.
- **“SaaS Services”** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as [Exhibit C](#).
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as [Schedule 1](#) to [Exhibit C](#).
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party SaaS Services”** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **“Third Party Services”** means the third party services, if any, identified in the Investment Summary.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Products or other parties’ products or services, as applicable.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. **Rights Granted.** We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(9). The foregoing notwithstanding, to the extent we have sold you perpetual licenses for Tyler Software, if and listed in the Investment Summary, for which you are receiving SaaS Services, your rights to use such Tyler Software are perpetual, subject to the terms and conditions of this Agreement including, without limitation, Section B(4). We will make any such software available to you for download.

2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).
3. Ownership.
 - 3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
 - 3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
 - 3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process.
6. SaaS Services.
 - 6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 18. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. The scope of audit coverage varies for some Tyler Software solutions. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information. If our SaaS Services are provided using a 3rd party data center, we will provide available compliance reports for that data center.

- 6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.
- 6.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event of a data center failure, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective ("RPO") of 24 hours and a Recovery Time Objective ("RTO") of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent data center failure. RTO represents the maximum duration of time following data center failure within which your access to the Tyler Software must be restored.
- 6.4 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.
- 6.5 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.
- 6.6 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.
- 6.7 We provide secure Data transmission paths between each of your workstations and our servers.
- 6.8 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.
- 6.9 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official

Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.

SECTION C – PROFESSIONAL SERVICES

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.
7. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.
8. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project

deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

9. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:

9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);

9.2 provide support during our established support hours;

9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;

9.4 make available to you all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and

9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

SECTION D – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.
3. Third Party Products Warranties.
 - 3.1 We are authorized by each Developer to grant access to the Third Party Software.
 - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
 - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.
4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION F – TERM AND TERMINATION

1. **Term.** The initial term of this Agreement is equal to the number of years indicated for SaaS Services in Exhibit A, commencing on the first day of the first month following the date Tyler makes the SaaS environment available to you, unless earlier terminated as set forth below. If no duration is indicated in Exhibit A, the initial term is one (1) year. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
2. **Termination.** This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).
 - 2.1 **Failure to Pay SaaS Fees.** You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
 - 2.2 **For Cause.** If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).
 - 2.3 **Force Majeure.** Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
 - 2.4 **Lack of Appropriations.** If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. **Intellectual Property Infringement Indemnification.**
 - 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.

1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.

1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI-DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.**

4. **LIMITATIONS ON LIABILITY**

a. **LIMITATION OF LIABILITY TYLER.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT,



WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).

- b. **LIMITATION OF LIABILITY CLIENT.** CLIENT, AS A NEVADA POLITICAL SUBDIVISION, IS ENTITLED TO THE DEFENSES AND LIMITATIONS OF LIABILITY SET FORTH IN NRS CHAPTER 41 AND WILL NOT WAIVE THEM. IT IS FURTHER UNDERSTOOD AND AGREED THAT CLIENT'S LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO TYLER'S ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM.

5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE OR CLIENT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION H – GENERAL TERMS AND CONDITIONS

1. **Additional Products and Services.** You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. **Optional Items.** Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. **Dispute Resolution.** You agree to provide us with written notice within thirty (30) days of becoming



aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.

10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

- (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
- (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
- (c) a party receives from a third party who has a right to disclose it to the receiving party; or
- (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

18. Quarantining of Client Data. Some services provided by Tyler require us to be in possession of your Data. In the event we detect malware or other conditions associated with your Data that are reasonably suspected of putting Tyler resources or other Tyler clients' data at risk, we reserve the absolute right to move your Data from its location within a multi-tenancy Tyler hosted environment to an isolated "quarantined" environment without advance notice. Your Data will remain in such quarantine for a period of at least six (6) months during which time we will review the Data, and all traffic associated with the Data, for signs of malware or other similar issues. If no issues are detected through such reviews during the six (6) month period of quarantine, we will coordinate with you the restoration of your Data to a non-quarantined environment. In the event your Data must remain in quarantine beyond this six (6) month period through no fault of Tyler's, we reserve the right to require payment of additional fees for the extended duration of quarantine. We will provide an estimate of what those costs will be upon your request.
19. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
20. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
21. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
22. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
23. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy



Exhibit C Schedule 1: Business Travel Policy
Service Level Agreement
Schedule 1: Support Call Process

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

Storey County, NV

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

Address for Notices:

Storey County
26 South B Street; Drawer D
Virginia City, NV 89440
Attention: Jennifer McCain



Exhibit A

Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement. In the event of conflict between the Agreement and terms in the Comments section of this Investment Summary, the language in the Agreement will prevail. The terms of the sales quotation provided by Brandon Swanson which expires on 09/06/22, attached hereto, are incorporated in full herein.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK



Quoted By: Brandon Swanson
Quote Expiration: 09/06/22
Quote Name: SaaS Flip

Sales Quotation For:

Storey County
26 South B StDrawer D
Virginia City NV 89440
Jennifer McCain
7758471133
jmccain@storeycounty.org

Tyler Annual Software – SaaS

Description	Annual
ERP Pro powered by Incode	
ERP Pro 10 Financial Management Suite	
Core Financials	\$ 11,936
Fixed Assets	\$ 1,462
Human Resources Management (Includes Position Budgeting)	\$ 7,791
Project Accounting	\$ 2,678
Employee Access Pro Time & Attendance	\$ 2,480
Purchasing	\$ 3,248
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ERP Pro 10 Customer Relationship Management Suite	
Cashiering	\$ 1,476
ERP Pro Community Development Suite	
Licensing	\$ 6,248
Tyler One	
Content Manager Suite	
Core	\$ 2,781
TOTAL:	\$ 40,100

Summary	One Time Fees	Recurring Fees
Total SaaS		\$ 40,100
Total Tyler Services		
Summary Total		\$ 40,100
Contract Total	\$ 40,100	

Comments

- Some services may be delivered remotely via web-based training.
- Expenses associated with onsite services are invoiced as incurred according to Tyler's standard business travel policy.

SaaS is considered a term of one year unless otherwise indicated.

Cashiering supports credit/debit cards via ETS, includes PCI Compliant, a cash collection interface, a cashiering receipt import)

Core Financials includes general ledger, budget prep, bank recon, AP, CellSense, a standard forms pkg, output director, positive pay, secure signatures.



Exhibit B

Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. **SaaS Fees.** SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.
2. **Other Tyler Software and Services.**
 - 2.1 *VPN Device:* The fee for the VPN device will be invoiced upon installation of the VPN.
 - 2.2 *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.
 - 2.3 *Consulting Services:* If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.
 - 2.4 *Conversions:* Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.
 - 2.5 *Requested Modifications to the Tyler Software:* Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.



- 2.6 *Other Fixed Price Services*: Other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where “Project Planning Services” are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
- 2.7 *Annual Services*: Unless otherwise indicated in this Exhibit B, fees for annual services are due annually, in advance, commencing on the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.
3. Third Party Products.
- 3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.
- 3.2 *Third Party Software Maintenance*: The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.
- 3.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.
- 3.4 *Third Party Services*: Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.
- 3.5 *Third Party SaaS*: Third Party SaaS Services fees, if any, are invoiced annually, in advance, commencing with availability of the respective Third Party SaaS Services. Pricing for the first year of Third Party SaaS Services is indicated in the Investment Summary. Pricing for subsequent years will be at the respective third party’s then-current rates.
4. Transaction Fees. Unless paid directly by an end user at the time of transaction, per transaction (call, message, etc.) fees are invoiced on a quarterly basis. Fees are indicated in Schedule A and may be increased by Tyler upon notice of no less than thirty (30) days.
5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B as Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.
6. Credit for Prepaid Maintenance and Support Fees for Tyler Software. Client will receive a credit for the maintenance and support fees prepaid for the Tyler Software for the time period commencing on the first day of the SaaS Term.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.





**Exhibit B
Schedule 1
Business Travel Policy**

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.



2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



Exhibit C

Service Level Agreement

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. This SLA does not apply to any Third Party SaaS Services. All other support services are documented in the Support Call Process.

II. **Definitions.** Except as defined below, all defined terms have the meaning set forth in the Agreement.

Actual Attainment: The percentage of time the Tyler Software is available during a calendar quarter, calculated as follows: $(\text{Service Availability} - \text{Downtime}) \div \text{Service Availability}$.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

Emergency Maintenance: (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

Planned Downtime: Downtime that occurs during a Standard or Emergency Maintenance window.

Service Availability: The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure.

Standard Maintenance: Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

III. **Service Availability**

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of Planned



Downtime, a Client Error Incident, Denial of Service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS fees paid for the calendar quarter.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen days (15) of the end of the applicable quarter. We will respond to your relief request within thirty (30) day(s) of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Client Relief Schedule	
Actual Attainment	Client Relief
99.99% - 98.00%	Remedial action will be taken
97.99% - 95.00%	4%
Below 95.00%	5%

IV. Maintenance Notifications

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable that the Tyler Software will be unavailable during the maintenance window.



Exhibit C Schedule 1 Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support for authorized users*:

- (1) On-line submission (portal) – for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most “how-to” and configuration-based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.
- (2) Email – for less urgent situations, users may submit emails directly to the software support group.
- (3) Telephone – for urgent or complex questions, users receive toll-free, telephone software support.

** Channel availability may be limited for certain applications.*

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools, documentation, and other information including support contact information.
- (2) Tyler Search -a knowledge based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.
- (3) Tyler Community –provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (4) Tyler University – online training courses on Tyler products.

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

For support teams that provide after-hours service, we will provide you with procedures for contacting support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of



such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

We will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

Incident Handling

Incident Tracking

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique case number. This system tracks the history of each incident. The case number is used to track and reference open issues when clients contact support. Clients may track incidents, using the case number, through Tyler's Customer Portal or by calling software support directly.

Incident Priority

Each incident is assigned a priority level, which corresponds to the Client's needs. Tyler and the Client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the Client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a "confirmed support incident" mean that Tyler and the Client have successfully validated the reported Defect/support incident.

Priority Level	Characteristics of Support Incident	Resolution Targets*
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets*
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the Client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

**Response and Resolution Targets may differ by product or business need*

Incident Escalation

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

Remote Support Tool

Some support calls may require further analysis of the Client's database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to the Client's system and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.





Storey County Board of County Commissioners

Agenda Action Report

Meeting date: 8/2/2022 10:00 AM -
BOCC Meeting

Estimate of Time Required: 15 min.

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and possible approval to give County Manager authority to renew option in the lease between Canyon General Improvement District (Canyon GID) and Storey County regarding Canyon GID-owned land in Lockwood. The Sheriff's Office maintains a substation on the leased land. Exercise of the option would extend the lease for an additional ten years at a rate of \$500.00 per month.
- **Recommended motion:** I (commissioner), move to approve the granting of authority to the County Manager to renew the exiting lease between Canyon GID and Storey County over the Canyon GID-owned land on which is located the Sheriff's substation.
- **Prepared by:** Keith Loomis

Department:

Contact Number: 775.847.0964

- **Staff Summary:** The current lease between Storey County and the Canyon GID over Canyon GID owned land in Lockwood on which the Sheriff's substation (a modular building) is located was entered into in 2012. The lease provided for an initial term of ten years subject to Storey County's option to renew the lease for an additional term of ten years. The lease is supposed to terminate ten years from the date of commencement of the lease. The lease is dated November 13, 2012 and was executed by the last party signing the agreement on December 19, 2012. There is a blank provided in the lease to identify the formal commencement date of the lease. No date, however, is set forth as to when the lease is to commence. In order to renew the lease, Storey County is required to give written notice of its renewal of the lease not less than 120 days to Canyon GID. Presumably this means 120 days before the termination of the lease. In the light of the ambiguity in the commencement date of the lease, it is recommended that any action to renew the lease should be done relatively quickly.
- There is some interest in replacing the modular substation office on the leased land with a stick-built sheriff's office substation facility. The existing lease, however, currently requires that upon termination of the lease, all of the improvements on the leased land must be removed and the land returned to its previous condition. The required removal of a stick-built facility could make that concept unworkable. The lease provides that either party may terminate the lease upon giving 120 days notice to the other party. Consequently, it is recommended that the lease be renewed for the ten year term. Negotiations as to whether and under what conditions a stick-built substation or other options for the use of the land might be considered can be negotiated early in the renewed

term. If negotiations are unsuccessful then the County can exercise its right to terminate the lease.

- **Supporting Materials:** See attached
- **Fiscal Impact:** Contract Amount Unchanged.
- **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

INTERLOCAL AGREEMENT

THIS AGREEMENT dated this 13 day of November, 2012, by and between the County of Storey, a political subdivision of the State of Nevada, hereinafter "Storey County," and Canyon General Improvement District, a General Improvement District formed pursuant to NRS Chapter 318, hereinafter "Canyon GID":

WITNESSETH

WHEREAS, Storey County desires to occupy the northeast portion of the property commonly known as 400 Canyon Way, Storey County, Nevada, for the purposes of placing a modular unit together with improvements located thereon.

WHEREAS, Canyon GID owns the northeast portion of the property commonly known as 400 Canyon Way, Storey County, Nevada ("Leased Premises") and desires to lease to Storey County the property for the purposes of placing a modular unit together with improvements located thereon.

WHEREAS, NRS 227.180 authorized public agencies to contract with one another 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, Storey County and Canyon GID are public agencies within the meaning of the NRS 277.180;

NOW THEREFORE, in consideration of the aforesaid Leased Premises, and the good and valuable consideration, Storey County and Canyon GID mutually agree as follows:

A. Storey County agrees to lease the northeast portion of the property commonly known as 400 Canyon Way, for the purposes of placing a modular unit together with improvements located thereon.

B. Storey County will pay annual rent of \$6,000.00 per year. The annual rent shall be payable in advance in equal monthly installments of \$500.00 per month. The monthly payment shall be due and payable on the 1st day of each calendar month at Canyon GID's address for notices under this Lease or to such other person or at such other place as Canyon GID may from time to time designate in writing. Any rent payment not made by the 10th day of the month shall be considered overdue and in addition to Canyon GID's other remedies, Canyon GID may levy a late payment charge equal to 10% per month on any overdue amount.

C. The term of this Lease shall commence on the _____ day of _____, _____ and shall continue for an initial term of 10 years. Storey County may at its option renew the Lease for an extended term of 10 years. Storey County shall exercise such renewal option by giving written notice of not less than One Hundred and Twenty (120) days to Canyon GID.

D. Storey County shall pay for all water, gas, heat, light, power, telephone service, and all other services supplied to the Leased Premises for Storey County's use. In no event shall Canyon GID be liable for an interruption or failure in the supply of any utilities or services to the Leased Premises, not within the control of Canyon GID.

E. Storey County may make any alterations, additions, or improvements to the Leased Premises which Storey County deems appropriate as long as such alterations, additions or improvements do not materially degrade the Leased Premises. Storey County shall acquire from appropriate governmental agencies every permit required to make such alterations, additions, or improvements. Storey County shall furnish a copy of each and every permit to Canyon GID's request prior to beginning any such work and shall complete said work according to applicable building codes in a workmanlike and expeditious manner. Upon termination of this Lease, Storey County shall have sixty (60) days within which time Storey County shall be permitted to enter upon the Leased Premises for the purpose of removing any alterations, additions or improvements. On that date which is sixty (60) days from termination of this Lease, all such alterations, additions, and improvements shall immediately become Canyon GID's property and shall remain on the Leased Premises without compensation to Storey County.

F. Canyon GID and its agents and employees may enter the Leased Premises at any time after giving Storey County advance notice to A. inspect the Leased Premises B. exhibit the Leased Premises to prospective purchasers, tenants, or lenders, C. supply any service to be provided by Canyon GID to Storey County, D. post notices of nonresponsibility, or E. repair improvements on the Leased Premises. Canyon GID's entry onto the Premise under this Section shall be conducted so as to cause as little interference to Storey County's normal operations as is reasonably possible.

G. Storey County shall, at Storey County's sole cost and expense, comply with all of the requirements of all federal, state, county, municipal, and other applicable governmental authorities, now in force, or which may hereafter be in force, pertaining to the Leased Premises and shall faithfully observe in the use of the Leased Premises all statutes, laws, ordinances, rules and regulations, whether federal, state, county, or municipal.

H. Upon obtaining Canyon GID's consent, Storey County shall have the right

to place any signs which are permitted by applicable zoning ordinances and private restrictions on the Leased Premises, at locations selected by Storey County. Canyon GID may refuse such consent if it is in Canyon GID's opinion too large, deceptive, unattractive or otherwise inconsistent with or inappropriate to the Leased Premises. Storey County shall repair all damage to the Leased Premises resulting from the removal of signs installed by Storey County.

I. At the termination of this Lease, or any renewal hereof, Storey County shall surrender the Leased Premises in the same condition (subject to the removals herein required) as the Leased Premises were on the date this lease began, reasonable wear and tear excepted. Storey County shall promptly comply with all terms of all reclamation plans required by any applicable conditional use permits, licenses, and approval promulgated by any applicable governmental entity. Storey County agrees to cooperate with CANYON GID in the development of any reasonable reclamation plan. Storey County's obligation to observe and perform this covenant shall survive the expiration or other termination of the lease term.

J. This agreement shall not become effective until and unless ratified and approved by both Canyon GID and Storey County.

K. All written notices of termination or potential termination of this agreement shall be delivered to the following persons via U.S. mail at the addresses shown and shall be deemed received three days after they are sent.

Storey County

Pat Whitten, County Manager
P.O. Box 176
Virginia City, NV 89440

Canyon GID

L. Neither party shall assign, transfer, nor delegate any of their rights, obligations, or duties under this Agreement without the prior written consent of the other party.

M. In the event that the governing body appropriating funds for Storey County or Canyon GID fails to obligate the funds necessary to make payments or provide services beyond Storey County or Canyon GID's then current fiscal period, this Agreement shall be terminated without penalty, charge, or sanction.

N. Either party may terminate this Agreement by giving the other party written notice of intent to terminate. The notice must specify a day upon which the termination will be effective, which date may not be less than One Hundred and Twenty (120) calendar days from the date of the mailing notice.

O. To the extent allowed by law, Storey County agrees to indemnify, save, and hold harmless Canyon GID from any and all claims, causes of action or liability arising from any negligent act, failure to act, error or omission in the performance of this Agreement by Storey County or its agents or employees. Similarly, to the extent allowed by law, Canyon GID agrees to indemnify, save, and hold harmless Storey County from any and all claims, causes of action or liability arising from any negligent act, failure to act, error or omission in the performance of this Agreement by Canyon GID or its agents or employees.


P. The laws of the State of Nevada shall be applied in interpreting and construing this Agreement. Any action arising out of or relating to this Agreement shall be commenced in State of Nevada

Q. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement.


R. This Agreement constitutes the full and final agreement between the parties and supersedes any previous agreement. This Agreement shall not be modified unless in writing and signed by both parties.

S. It is not intended, and this Agreement shall not be construed, to provide any entity or person not a party to this Agreement with any benefits or to obligate the parties to this Agreement to any entity or persons not a party to this Agreement.

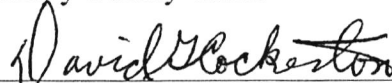
11/13/2012
Date


Chairman
Storey County Commission

11/13/2012
Date

ATTEST:

Storey County Clerk

12/19/2012
Date


Chairman
Canyon GID Commission

12-19-2012
Date

ATTEST:

Mitch Anderson
Canyon GID Clerk

CANYON GENERAL IMPROVEMENT DISTRICT

Meeting Of The Board Of Trustees

December 19, 2012

A G E N D A

Time: 7:00 p.m.
Location: Rainbow Bend Clubhouse

Note: Comments during items on the Agenda
May be limited at the discretion of the Chairman of the Board.

- 1) Pledge of Allegiance
- 2) Call to Order
- 3) Roll Call
- 4) Discussion/Action -- **Approval of Agenda** for December 19, 2012.
- 5) Discussion/Action -- **Approval of Minutes** for October 17, 2012.
- 6) Public Comments (These comments have a three-minute time limit per person.)
- 7) Discussion/Action -- **Approval of the Treasurer's report.**
- 8) Update -- **Delinquencies**
- 9) Discussion/Action -- **Approval of the Interlocal Agreement with the Storey County Sheriff to relocate their Lockwood Substation to our property.**
- 10) Discussion/Action -- **Set Tariff Hearing for the January 16, 2012 Meeting to Approve the new Cross Connection Control Program for the C.G.I.D.**
- 11) Discussion -- **State of Nevada Department of Taxation approved our Fiscal Year 2012 Audit.**
- 12) Discussion/Action -- **Correspondence written to Board Members.**
- 13) Staff Report -- Management & staff will give report on status of daily operations.
- 14) Public Comments (These comments have a three-minute time limit per person.)
- 15) Board Comments
- 16) Update -- Next regular meeting date is **January 16, 2013.**
- 17) Action -- Adjournment.

NOTE: The Board may from time to time due to prevailing circumstances rearrange and or delete items on the Agenda during their discussion to approve the Agenda.

NOTE: This institution is an equal opportunity provider and employer.

NOTE: Persons with disabilities who require special accommodations or assistance at the meeting should notify Mitch Andreini at the Canyon G.I.D. at 342-2850.

NOTICE: This notice is posted per NRS 241 at the Largomarsino Fire Station, Rainbow Bend Clubhouse, Lockwood Community Corp. Office, Lockwood Market and Hillside Elem. School. Copies are also available at the CGID office at 800 Peri Ranch Rd.



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

Meeting date: 8/2/2022 10:00 AM -
BOCC Meeting

Estimate of Time Required: 10 min

Agenda Item Type: Discussion/Possible Action

- **Title:** Possible approval of ten year maintenance work to the elevators in the Courthouse and Piper's Opera House. This is required maintenance at ten year intervals. The estimated cost for this work is \$19,500.00 as quoted by Otis Elevator.
- **Recommended motion:** I, [commissioner], move to approve the required ten year maintenance work for the elevators in the Courthouse and Piper's Opera House at an estimated cost of \$19,500.00.
- **Prepared by:** Mike Northan

Department:

Contact Number: 775 335 6991

- **Staff Summary:** This is required maintenance at ten year intervals to replace the hydraulic fluid. New oil adds to the longevity of the pump, motor, and valve system within the power units of the elevators and meets required safety practices.
- **Supporting Materials:** See attached
- **Fiscal Impact:** 19,500
- **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



Service and Repair Order - New Hydraulic Oil

Jul 13, 2022

Piper'S Opera House
12 N B Street
Virginia City, Nevada
89440 US

FROM:

Jen Boggs
jen.boggs@otis.com

EQUIPMENT LOCATION:

12 N B Street
Virginia City, Nevada
89440

MACHINE NUMBER(S):

F66263

INTENDED FOR:

Leah Kruse

Otis proposes to provide two mechanics to change the oil in the hydraulic elevator lines and power unit with new hydraulic oil. New oil aids in the pressurized system that allows the elevator to move up and down in the hoistway. It also aids in the longevity of the pump, motor, and valve within the power unit. The building is responsible for removal of the old hydraulic fluid.

Please note, this proposal is valid for 30 days based on current market conditions and is subject to material increases in line with the current market price for oil.

OPTION: If the building would like Otis to remove the hydraulic fluid for an additional \$2,500 per unit, please initial to accept:

Number of Units	Total Price
1	\$9750

The price is based on a percent (100%) downpayment in the amount of \$9750.

FOR CALIFORNIA ONLY - OIL DISPOSAL FROM THE SITE: The above proposal includes the full replacement of the hydraulic oil that is located in the tank unit or from site oil clean-up. The proposal includes the cost for the existing oil to be pumped into a 55 Gallon drum which will be left on site for the building owner or responsible party to properly dispose of as the oil is considered property of the building. Due to the Environmental Protection Agency (EPA) limitations, oil disposal must be completed by a certified disposal company such as ServSet and Safety-Kleen. Additionally, for the oil to be removed from the site the building will need to request an EPA number from the EPA website. You assume responsibility for the removal of wastes, including but not limited to hydraulic oil, spoils, asbestos, etc., as it is not part of this Contract. For additional questions please reach out to your local account support.

Customer #: 72347033

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PAYMENT TERMS:

- The base proposal price is contingent upon receiving a down payment of 100% of the base contract amount.
- The down payment amount is due in full prior to Otis ordering material and/or mobilizing.

In the event 100% of the contract price is not paid up front, we must be paid the remaining balance no later than the completion of work. Final invoice will be submitted once work is scheduled.

The standard method of invoice delivery is via email. Please provide your email address in the customer signature block below. Exceptions for traditional mail delivery may be accommodated by notifying your account manager.

This proposal, including the provisions printed on the pages following, shall be a binding contract between you, or the party identified below for whom you are authorized to contract (collectively referred to herein as "you"), and us when accepted by you through execution of this proposal by you and approved by our authorized representative; or by authorizing us to perform work for the project and our commencing such work.

CUSTOMER

Approved by Authorized Representative

OTIS ELEVATOR COMPANY

Approved by Authorized Representative

Leah Kruse

Piper'S Opera House

☐ Principal, Owner, or
Authorized Representative

☐ Agent:

TERMS & CONDITIONS

1. The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law.

2. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described.

3. This quotation is subject to change or withdrawal by us prior to acceptance.

4. We warrant to you that the work performed by us hereunder shall be free from defects, not inherent in the quality required or permitted, in material and workmanship for one (1) year from the date of substantial completion. We used commercially reasonable efforts to ensure that the EMS Panorama 2.0 software provided to you is free from viruses and vulnerabilities that may be exploited by third parties. Our duty and your remedy under this warranty are limited to our correcting any such defect you report to us within the warranty period by, at our option, repair or replacement, provided all payments due under the terms of this contract have been made in full. All parts used for repair or replacement under this warranty shall be good quality and furnished on an exchange basis. Printed circuit boards used for replacement parts under this warranty may be refurbished boards. Exchanged parts become our property. This warranty shall be voided if said defect is caused by your breach or negligence or unauthorized access or manipulation of the system.

5. We shall perform the work during our regular working hours of our regular working days unless otherwise agreed in writing. You shall be responsible for providing suitable storage space at the site for our material.

6. You shall obtain title to all the equipment, excluding the software, furnished hereunder when final payment for such material is received by us.

7. Any drawings, illustrations or descriptive matter furnished with the proposal are submitted only to show the general style, arrangement and dimensions of the equipment.

8. Payments shall be made as follows. A down payment of hundred percent (100%) of the price shall be paid after we have completed processing your equipment requirements, and orders are placed; the balance shall be paid on completion if the work is completed within a thirty day period. If the work is not completed within a thirty day period, monthly progress payments shall be made based on the value of any equipment ready or delivered, if any, and labor performed through the end of the month less a five percent (5%) retainage and the aggregate of previous payments. The retainage shall be paid when the work is completed. We reserve the right to discontinue our work at any time until payments shall have been made as agreed and we have assurance satisfactory to us that subsequent payments will be made when due. Payments not received within thirty (30) days of the date of invoice shall be subject to interest accrued at the rate of eighteen percent (18%) per annum or at the maximum rate allowed by applicable law, whichever is less. We shall also be entitled to reimbursement from you of the expenses, including attorney's fees, incurred in collecting any overdue payments.

9. Any material removed by us in the performance of the work shall become our property.

10. Our performance is conditioned upon your securing any required governmental approvals for the installation of any equipment provided hereunder and your providing our workmen with adequate electrical power at no cost to us with a safe place in which to work, and we reserve the right to discontinue our work in the building whenever in our opinion working conditions are unsafe. If overtime work is mutually agreed upon and performed, an additional charge thereof, at our usual rates for such work, shall be added to the contract price. The performance of our work hereunder is conditioned on your performing the preparatory work and supplying the necessary data specified on the front of this proposal or in the attached specification, if any. Should we be required to make an unscheduled return to your site to begin or complete the work due to your request, acts or omissions, then such return visits shall be subject to additional charges at our current labor rates.

11. We shall retain a security interest in all material furnished hereunder and not paid for in full. You agree that a copy of this Agreement may be used as a financing statement for the purpose of placing upon public record our interest in any material furnished hereunder, and you agree to execute a UCC-1 form or any other document reasonably requested by us for that purpose.

12. Except insofar as your equipment may be covered by an Otis maintenance or service contract, it is agreed that we will make no examination of your equipment other than that necessary to do the work described in this contract and assume no responsibility for any part of your equipment except that upon which work has been done under this contract.

13. Neither you nor we shall be liable to the other party hereto for any loss, damage or delay due to any cause beyond your or our reasonable control, including, but not limited to, acts of government, strikes, lockouts, fire, explosion, theft, floods, riot, civil commotion, war, malicious mischief or actors, or act of God; provided, however, that, should loss of or damage to our material or work occur at the site, you shall compensate us therefor unless such loss or damage results from our acts or omissions.

14. We do not agree under our warranty to bear the cost of repairs or replacements due to vandalism, abuse, misuse, neglect, normal wear and tear, modifications not performed by us, improper or insufficient maintenance by others, or any cause beyond our control.

15. We shall conduct, at our own expense, the entire defense of any claim, suit or action alleging that, without further combination, the use by you of any equipment provided hereunder directly infringes any patent, but only on the conditions that (a) we receive prompt written notice of such claim, suit or action and full opportunity to assume the sole defense thereof, including settlement and appeals, and all information available to you for such defense; (b) said equipment is made according to a specification or design furnished by us, and (c) the claim, suit or action is brought against you. Provided all of the foregoing conditions have been met, we shall, at our own expense, either settle said claim, suit or action or shall pay all damages, excluding special, consequential damages (INCLUDING DAMAGES FOR LOSS OF PROFITS, DAMAGES TO ANY COMPUTER, DEVICE, OR SYSTEM, LOSS OF DATA, GOODWILL, USE OR OTHER LOSSES), indirect damages, punitive damages, and costs awarded by the court therein and, if the use or resale of such equipment is finally enjoined, we shall at our option, (i) procure for you the right use of the equipment, (ii) replace the equipment with equivalent noninfringing equipment, (iii) modify the equipment so it becomes noninfringing but equivalent, or (iv) remove the equipment and refund the purchase price (if any) less a reasonable allowance for use, damage or obsolescence.

16. THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT ARE THE EXCLUSIVE WARRANTIES GIVEN. WE MAKE NO OTHER WARRANTIES EXPRESS OR IMPLIED, AND SPECIFICALLY MAKE NO WARRANTY OF MERCHANTABILITY OF FITNESS FOR ANY PARTICULAR PURPOSE, OR THAT THE SOFTWARE IS FREE FROM VIRUSES OR VULNERABILITIES WHICH MAY BE EXPLOITED BY A THIRD PARTY, AND THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ANY SUCH WARRANTIES AND ANY OTHER OBLIGATION OR LIABILITY ON OUR PART.

17. Your remedies set forth herein are exclusive and our liability with respect to any contract, or anything done in connection therewith such as performance or breach thereof, or from the manufacture, sale, delivery, installation, repair or use of any equipment furnished under this contract, whether in contract, in tort, in warranty or otherwise, shall not exceed the price for the equipment or services rendered.

18. It is agreed that after completion of our work, you shall be responsible for ensuring that the operation of any equipment furnished hereunder is periodically inspected. The interval between such inspections shall not be longer than what may be required by the applicable governing safety code. By accepting delivery of parts incorporating software you agree that the transaction is not a sale of such software but merely a license to use such software solely for operating the unit(s) for which the part was provided, not to copy or let others copy such software for any purpose whatsoever, to keep such software in confidence as a trade secret, and not to transfer possession of such part to others except as a part of a transfer of ownership of the equipment in which such part is installed, provided that you inform us in writing about such ownership transfer and the transferee agrees in writing to abide by the above license terms prior to any such transfer.

19. Our work shall not include the identification, detection, abatement, encapsulation or removal of asbestos, polychlorinated biphenyl (PCB), or products or materials containing asbestos, PCB's or other hazardous substances. In the event we encounter any such product or materials in the course of performing work, we shall have the right to discontinue our work and remove our employees from the project until you have taken the appropriate action to abate, encapsulate or remove such products or materials, and any hazards connected therewith, or until it is determined that no hazard exists (as the case may require). We shall receive an extension of time to complete the work hereunder and compensation for delays encountered as a result of such situation.

20. This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and may not be modified by any terms on your order form or any other document, and supersedes any prior written or oral communication relating to the same subject. Any amendment or modifications to this Agreement shall not be binding upon either party unless agreed to in writing by an authorized representative of each party. Both parties agree that any form issued by you that contains any terms that are inconsistent with those contained herein shall not modify this Agreement, nor shall it constitute an acceptance of any additional terms.



Service and Repair Order - New Hydraulic Oil

Jun 29, 2022

Storey County Courthouse

26 South B St

Virginia City, Nevada

89440 US

FROM:

Jen Boggs

jen.boggs@otis.com

EQUIPMENT LOCATION:

26 South B St

Virginia City, Nevada

89440

MACHINE NUMBER(S):

F69697

INTENDED FOR:

Jeff Holman

Otis proposes to provide two mechanics to change the oil in the hydraulic elevator lines and power unit with new hydraulic oil. New oil aids in the pressurized system that allows the elevator to move up and down in the hoistway. It also aids in the longevity of the pump, motor, and valve within the power unit. The building is responsible for removal of the old hydraulic fluid.

Please note, this proposal is valid for 30 days based on current market conditions and is subject to material increases in line with the current market price for oil.

OPTION: If the building would like Otis to remove the hydraulic fluid for an additional \$2,500 per unit, please initial to accept:

Number of Units	Total Price
1	\$9750

The price is based on a percent (100%) downpayment in the amount of \$9750.

FOR CALIFORNIA ONLY - OIL DISPOSAL FROM THE SITE: The above proposal includes the full replacement of the hydraulic oil that is located in the tank unit or from site oil clean-up. The proposal includes the cost for the existing oil to be pumped into a 55 Gallon drum which will be left on site for the building owner or responsible party to properly dispose of as the oil is considered property of the building. Due to the Environmental Protection Agency (EPA) limitations, oil disposal must be completed by a certified disposal company such as ServSet and Safety-Kleen. Additionally, for the oil to be removed from the site the building will need to request an EPA number from the EPA website. You assume responsibility for the removal of wastes, including but not limited to hydraulic oil, spoils, asbestos, etc., as it is not part of this Contract. For additional questions please reach out to your local account support.

Customer #: 710947

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PAYMENT TERMS:

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- The down payment amount is due in full prior to Otis ordering material and/or mobilizing.

In the event 100% of the contract price is not paid up front, we must be paid the remaining balance no later than the completion of work. Final invoice will be submitted once work is scheduled.

The standard method of invoice delivery is via email. Please provide your email address in the customer signature block below. Exceptions for traditional mail delivery may be accommodated by notifying your account manager.

This proposal, including the provisions printed on the pages following, shall be a binding contract between you, or the party identified below for whom you are authorized to contract (collectively referred to herein as "you"), and us when accepted by you through execution of this proposal by you and approved by our authorized representative; or by authorizing us to perform work for the project and our commencing such work.

CUSTOMER

Approved by Authorized Representative

OTIS ELEVATOR COMPANY

Approved by Authorized Representative

Jeff Holman

Storey County Courthouse

☐ Principal, Owner, or
Authorized Representative

☐ Agent:

TERMS & CONDITIONS

1. The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law.

2. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described.

3. This quotation is subject to change or withdrawal by us prior to acceptance.

4. We warrant to you that the work performed by us hereunder shall be free from defects, not inherent in the quality required or permitted, in material and workmanship for one (1) year from the date of substantial completion. We used commercially reasonable efforts to ensure that the EMS Panorama 2.0 software provided to you is free from viruses and vulnerabilities that may be exploited by third parties. Our duty and your remedy under this warranty are limited to our correcting any such defect you report to us within the warranty period by, at our option, repair or replacement, provided all payments due under the terms of this contract have been made in full. All parts used for repair or replacement under this warranty shall be good quality and furnished on an exchange basis. Printed circuit boards used for replacement parts under this warranty may be refurbished boards. Exchanged parts become our property. This warranty shall be voided if said defect is caused by your breach or negligence or unauthorized access or manipulation of the system.

5. We shall perform the work during our regular working hours of our regular working days unless otherwise agreed in writing. You shall be responsible for providing suitable storage space at the site for our material.

6. You shall obtain title to all the equipment, excluding the software, furnished hereunder when final payment for such material is received by us.

7. Any drawings, illustrations or descriptive matter furnished with the proposal are submitted only to show the general style, arrangement and dimensions of the equipment.

8. Payments shall be made as follows: A down payment of hundred percent (100%) of the price shall be paid after we have completed processing your equipment requirements, and orders are placed; the balance shall be paid on completion if the work is completed within a thirty day period. If the work is not completed within a thirty day period, monthly progress payments shall be made based on the value of any equipment ready or delivered, if any, and labor performed through the end of the month less a five percent (5%) retainage and the aggregate of previous payments. The retainage shall be paid when the work is completed. We reserve the right to discontinue our work at any time until payments shall have been made as agreed and we have assurance satisfactory to us that subsequent payments will be made when due. Payments not received within thirty (30) days of the date of invoice shall be subject to interest accrued at the rate of eighteen percent (18%) per annum or at the maximum rate allowed by applicable law, whichever is less. We shall also be entitled to reimbursement from you of the expenses, including attorney's fees, incurred in collecting any overdue payments.

9. Any material removed by us in the performance of the work shall become our property.

10. Our performance is conditioned upon your securing any required governmental approvals for the installation of any equipment provided hereunder and your providing our workmen with adequate electrical power at no cost to us with a safe place in which to work, and we reserve the right to discontinue our work in the building whenever in our opinion working conditions are unsafe. If overtime work is mutually agreed upon and performed, an additional charge thereof, at our usual rates for such work, shall be added to the contract price. The performance of our work hereunder is conditioned on your performing the preparatory work and supplying the necessary data specified on the front of this proposal or in the attached specification, if any. Should we be required to make an unscheduled return to your site to begin or complete the work due to your request, acts or omissions, then such return visits shall be subject to additional charges at our current labor rates.

11. We shall retain a security interest in all material furnished hereunder and not paid for in full. You agree that a copy of this Agreement may be used as a financing statement for the purpose of placing upon public record our interest in any material furnished hereunder, and you agree to execute a UCC-1 form or any other document reasonably requested by us for that purpose.

12. Except insofar as your equipment may be covered by an Otis maintenance or service contract, it is agreed that we will make no examination of your equipment other than that necessary to do the work described in this contract and assume no responsibility for any part of your equipment except that upon which work has been done under this contract.

13. Neither you nor we shall be liable to the other party hereto for any loss, damage or delay due to any cause beyond your or our reasonable control, including, but not limited to, acts of government, strikes, lockouts, fire, explosion, theft, floods, riot, civil commotion, war, malicious mischief or actors, or act of God; provided, however, that, should loss of or damage to our material or work occur at the site, you shall compensate us therefor unless such loss or damage results from our acts or omissions.

14. We do not agree under our warranty to bear the cost of repairs or replacements due to vandalism, abuse, misuse, neglect, normal wear and tear, modifications not performed by us, improper or insufficient maintenance by others, or any cause beyond our control.

15. We shall conduct, at our own expense, the entire defense of any claim, suit or action alleging that, without further combination, the use by you of any equipment provided hereunder directly infringes any patent, but only on the conditions that (a) we receive prompt written notice of such claim, suit or action and full opportunity to assume the sole defense thereof, including settlement and appeals, and all information available to you for such defense; (b) said equipment is made according to a specification or design furnished by us; and (c) the claim, suit or action is brought against you. Provided all of the foregoing conditions have been met, we shall, at our own expense, either settle said claim, suit or action or shall pay all damages, excluding special, consequential damages (INCLUDING DAMAGES FOR LOSS OF PROFITS, DAMAGES TO ANY COMPUTER, DEVICE, OR SYSTEM, LOSS OF DATA, GOODWILL, USE OR OTHER LOSSES), indirect damages, punitive damages, and costs awarded by the court therein and, if the use or resale of such equipment is finally enjoined, we shall at our option, (i) procure for you the right use of the equipment, (ii) replace the equipment with equivalent noninfringing equipment, (iii) modify the equipment so it becomes noninfringing but equivalent, or (iv) remove the equipment and refund the purchase price (if any) less a reasonable allowance for use, damage or obsolescence.

16. THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT ARE THE EXCLUSIVE WARRANTIES GIVEN: WE MAKE NO OTHER WARRANTIES EXPRESS OR IMPLIED, AND SPECIFICALLY MAKE NO WARRANTY OF MERCHANTABILITY, OF FITNESS FOR ANY PARTICULAR PURPOSE, OR THAT THE SOFTWARE IS FREE FROM VIRUSES OR VULNERABILITIES WHICH MAY BE EXPLOITED BY A THIRD PARTY; AND THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ANY SUCH WARRANTIES AND ANY OTHER OBLIGATION OR LIABILITY ON OUR PART.

17. Your remedies set forth herein are exclusive and our liability with respect to any contract, or anything done in connection therewith such as performance or breach thereof, or from the manufacture, sale, delivery, installation, repair or use of any equipment furnished under this contract, whether in contract, in tort, in warranty or otherwise, shall not exceed the price for the equipment or services rendered.

18. It is agreed that after completion of our work, you shall be responsible for ensuring that the operation of any equipment furnished hereunder is periodically inspected. The interval between such inspections shall not be longer than what may be required by the applicable governing safety code.

By accepting delivery of parts incorporating software you agree that the transaction is not a sale of such software but merely a license to use such software solely for operating the unit(s) for which the part was provided, not to copy or let others copy such software for any purpose whatsoever. To keep such software in confidence as a trade secret, and not to transfer possession of such part to others except as a part of a transfer of ownership of the equipment in which such part is installed, provided that you inform us in writing about such ownership transfer and the transferee agrees in writing to abide by the above license terms prior to any such transfer.

19. Our work shall not include the identification, detection, abatement, encapsulation or removal of asbestos, polychlorinated biphenyl (PCB), or products or materials containing asbestos, PCB's or other hazardous substances. In the event we encounter any such product or materials in the course of performing work, we shall have the right to discontinue our work and remove our employees from the project until you have taken the appropriate action to abate, encapsulate or remove such products or materials, and any hazards connected therewith, or until it is determined that no hazard exists (as the case may require). We shall receive an extension of time to complete the work hereunder and compensation for delays encountered as a result of such situation.

20. This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and may not be modified by any terms on your order form or any other document, and supersedes any prior written or oral communication relating to the same subject. Any amendment or modifications to this Agreement shall not be binding upon either party unless agreed to in writing by an authorized representative of each party. Both parties agree that any form issued by you that contains any terms that are inconsistent with those contained herein shall not modify this Agreement, nor shall it constitute an acceptance of any additional terms.



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 8/2/2022 10:00 AM -
BOCC Meeting

Estimate of Time Required: 5

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and possible approval of a Vactor Truck in the approximate amount of \$600,000.00. This purchase was previously approved during budget hearings out of the Equipment Acquisition Fund in this current budget year.
- **Recommended motion:** I (Commissioner) move to approve the purchase of a Vactor Truck not to exceed the amount of \$600,000.00.
- **Prepared by:** Jason Wierzbicki

Department:

Contact Number: 775-847-0958

- **Staff Summary:** This Vactor Truck was approved for this current years budget. Purchasing this Vac Truck will allow us to hydro excavate, jet out sewers, and clear out culvert pipes with ease while reducing maintenance operating costs. This new truck will replace our old Vactor Truck that is at the end of its useful life. I have attached a brochure for reference.
- **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

ENGINEERED TO PERFORM
BUILT TO LAST

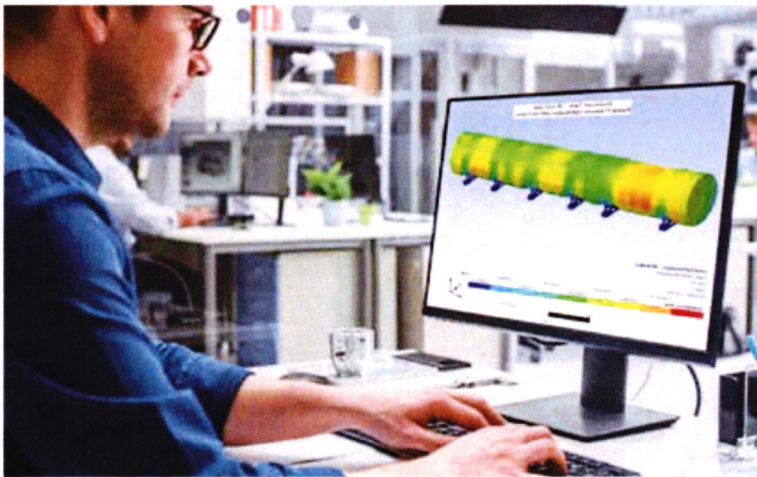


VACTOR®
Subsidiary of Federal Signal Corporation



SUPERIOR POWER AND PERFORMANCE GUARANTEED

Vactor, a Federal Signal company, is the largest manufacturer of sewer cleaning equipment in the world. What sets us apart is our commitment to quality, innovative design, superior performance, operating ease, and strong customer support. Together with our international dealers and partners we provide you with the powerful support and personalized service you need to get the job done.



OUR MODUL-FLEX® DESIGN LETS US ENGINEER THE IDEAL MACHINE FOR YOU

As a result of Vactor's unique, trademarked Modul-Flex design, your equipment is engineered and manufactured to meet your specific and most demanding applications. Modul-Flex offers you both accuracy and flexibility, and essential operational advantages:

- Provides for maximum debris body and water tank capacities while ensuring optimum weight distribution on every truck
- Helps you meet local axle load distribution standards and safety regulations
- Center of gravity is calculated for each truck to ensure a safe configuration with optimal weight transfer
- Includes our aluminum water tanks that are warrantied for 10 years, and are customized to the right sizes, capacities, and locations to meet specific chassis requirements

THE CLEANING POWER YOU NEED TO HANDLE YOUR TOUGHEST SEWER CHALLENGES

In all Vactor equipment models you will find rugged and innovative features that deliver the performance you need to handle your most demanding sewer cleaning tasks.

VECTOR'S JET RODDER® SINGLE PISTON WATER PUMP FEATURES A STANDARD 2-YEAR WARRANTY

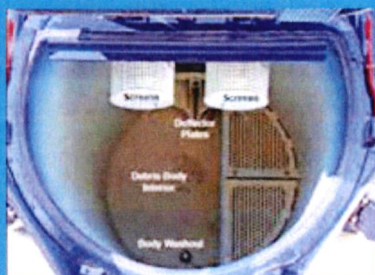
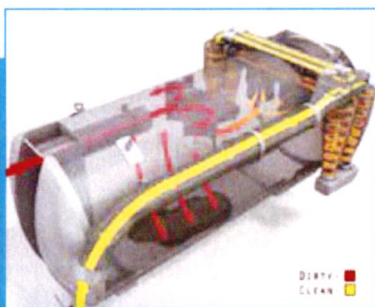
Purpose-designed for sewer system cleaning and refined over 50 years of proven performance, our unique high pressure water pump gives you the power to break up even the toughest blockages. The Jet Rodder pump is a positive displacement, high-pressure, double acting, hydraulically operated, single piston pump specifically designed for sewer cleaning operations, whose design allows for configurations up to 100 gpm US (378 lpm) @ 2000 psi.

- Creates a powerful "jackhammer" action to assist the nozzle in breaking up and penetrating obstructions
- Run dry protection for 30 minutes certified by Vactor
- Powered from the chassis engine without the need of auxiliary engine or belt drive
- Operates at 14 to 25 cycles per minute (typical configurations in continuous duty operations)
- The pump location provides a flooded suction inlet to eliminate potential cavitation damage or the need for a charge pump
- Single moving part reduces wear and tear of pump components and maintenance costs



JET RODDER PUMP CONFIGURATIONS

Flow and Pressure	Power Requirements	Hose Size
40 gpm @ 2500 psi / 151 lpm @ 172 bar	73 hp / 54 kw	3/4" or 1" / 19 or 25.4 mm
60 gpm @ 2000 psi / 227 lpm @ 138 bar	88 hp / 66 kw	1" / 25.4 mm
60 gpm @ 2500 psi / 227 lpm @ 172 bar	110 hp / 82 kw	1" / 25.4 mm
80 gpm @ 2000 psi / 303 lpm @ 138 bar	117 hp / 87 kw	1" / 25.4 mm
80 gpm @ 2500 psi / 303 lpm @ 172 bar	146 hp / 109 kw	1" / 25.4 mm
100 gpm @ 2000 psi / 379 lpm @ 138 bar	146 hp / 109 kw	1 1/4" / 31.75 mm



OUR CORROSION- AND ABRASION-RESISTANT DEBRIS BODIES CAN WITHSTAND YEARS OF WEAR

- Cylindrical for maximum strength
- Material: 3/16" (4.7 mm) - single axle; 1/4" (6.4 mm) - tandem axle
- Volumetric capacities: 5 yd³ (3.8 m³) 10 yd³ (7.6 m³) 12 yd³ (9.2 m³) 15 yd³ (11.5 m³)
- Mounted on an independent sub-frame separate from the chassis frame via a 3 point mounting system to allow flexing to occur without causing frame damage
- Standard dump height allows easy body dumping at transfer stations or on containers: single rear axle configuration: 48" (1.2 m); dual rear axle configuration: 60" (1.5m)
- Features a dumping angle of 50° via a double acting hydraulic cylinder
- Standard dual air ducting system equipped with dual stainless steel floating balls inside corrosion resistant cages as a safety shutoff system
- Abrasion resistant deflector plates divert the air stream to the bottom as part of the first phase of debris separation
- Includes a load level indicator
- Centrifugal separators (cyclones) (optional in certain models) aid in material separation and help to prevent the ingestion of 50 micron or larger particulate into the vacuum generator

ENHANCED OPERATOR EXPERIENCE

Quieter engine design

Lower water fill point

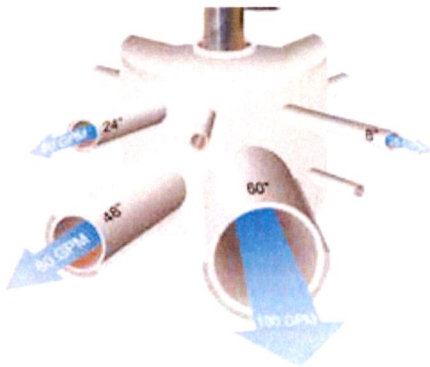


Hose reel telescopes out up to 15" and rotates up to 270° for optimal positioning

High ground clearance

Patented twist lock pipe restraints

VACTOR 2100i OFFERS YOU GREATER OPERATING EASE AND EFFICIENCY



Vactor's Multiflow system lets operators set the flow at a lower rpm resulting in better fuel economy without sacrificing performance



All water valves are located in the same mid-ship control station, reducing the amount of walking back and forth around the truck by the operator

VACTOR 2100i

INTUITIVE IN EVERY WAY.

NEW INTUITOUCH® ONE-TOUCH IN-CAB CONTROLS REDEFINE SIMPLICITY

- 7" touch screen control features back lit tactile buttons
- Includes controls and viewing screen for camera, lighting, recirculation and PTO/Transfer case activation
- One-Touch engagement to activate PTO and transfer case – allowing operators to gain control of all operational systems
- Operator can view the current operating mode, recirculation status, flows, pressures and more



NEW INTUITOUCH CONTROL STATION PUTS ALL CLEANING SYSTEM FUNCTIONS INTO A SINGLE, SIMPLE CONTROL PANEL

- Articulating controls with up/down adjustment for individualized maximum comfort – articulation allows the control panel to adjust on a 90 degree arc for better access and screen visibility while operating the hose reel and boom
- All controls are consolidated into a single control panel including a 7" dashboard screen with glove-friendly tactile buttons featuring at-a-glance data for water pressure and flow, hose footage, chassis RPM, vacuum information, water level*, debris tank level* and more

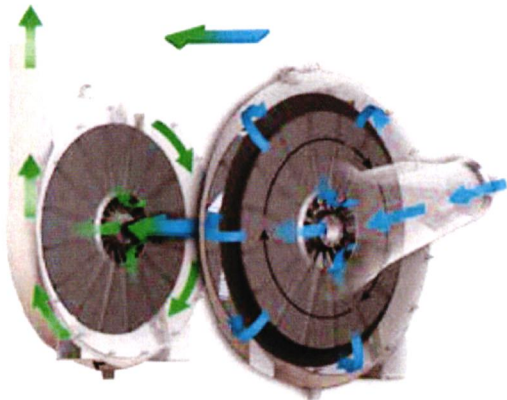


- New, reliable touch buttons with back lit feedback enable the operator to know if a selected function is active
- The hose reel joystick significantly improves response time and pays in and out in the direction of the hose reel
- The boom joystick has a telescoping feature built in, giving the operator full mobility with multiple direction boom movement for quicker set up
- Operators have full control of the water system via a single Multi-Flow control dial – enabling them to precisely match the flow and pressure to the job requirements
- E-stops located at all operator control points bring the unit to a safe condition to protect both the operator and the equipment

VECTOR 2100i COMES IN THE CONFIGURATION YOU NEED

OUR POSITIVE DISPLACEMENT (PD) MODEL IS IDEAL FOR PULLING MATERIAL LONG DISTANCES

With blower offerings providing inlet volumes in excess of 5000 CFM and 18 Hg vacuum, the Vactor 2100i PD is the machine you need to tackle your deepest pulls. In addition, our multi-stage blower filtration system is the most productive of its kind, and unique design features make the 2100i the most operator friendly unit available.



FOR ALL AROUND SERVICE, CHOOSE A SINGLE ENGINE, SINGLE OR DUAL STAGE FAN MODEL

Vactor's fan system is the right choice for all-around sanitary and storm sewer cleaning. Whether equipped with a single or dual (for greater vacuum) fan system, our lightweight, perfectly balanced aluminum fan provides superior performance to handle your toughest jobs. Our unique system also minimizes energy consumption while maximizing performance.

CENTRIFUGAL CYCLONES

Designed and located to improve air filtration and permit easier cleaning. The air enters the top side of the cyclone causing a vortex and any airborne particles to drop and be "dumped" with the rest of the load.



CUSTOMIZE YOUR 2100i WITH PERFORMANCE DRIVEN OPTIONS

RDB 10

RAPID DEPLOYMENT BOOM

Our revolutionary RDB boom telescopes 10 feet out and extends the debris hose down 15 feet speeding work, and, in many cases, eliminating the need for additional tubes, reducing operator fatigue. The RDB 1015 offers you:

- Dramatic reduction in set-up and tear-down time with boom's ability to pay-in and pay-out 15 feet of vacuum hose
- Reach greater depths without raising the position of the boom to enhance speed and efficiency
- The ability to work in areas of low overhead clearance without raising the boom and still reach needed depths



WIRELESS CONTROLS

Vactor has enhanced its wireless controls with a belly pack and handheld remotes that feature two-way data transmission, including active pressure and flow information for the water and the ability to monitor hose footage being paid out or retracted. Our wireless controls also allow:

- Extensive operation with greater control away from the fixed operator station
- Multiple control functions including hose reel control, boom control, e-stop and more

OVER 100 PRECISION-ENGINEERED ENHANCEMENTS ARE AVAILABLE, INCLUDING:

- Cold weather recirculation system
- Liquid debris pump-off system
- Debris flush-out system
- Fail-safe hydraulic door locking system
- Water tank capacity up to 1,500 gallons (5,678 L)
- Pump delivery system up to 100 gpm
- Hose reel capacity up to 1,000 ft. (305 m)
- Automatic hose level wind guide
- Safety warning lighting packages
- Hydro-Excavation Kits

VACTOR WATER RECYCLERS

CAN HELP YOU MINIMIZE COSTS AS YOU MAXIMIZE RESOURCES



You can maintain and repair sewer lines and save hundreds of thousands of gallons of fresh water every year with a Vactor Water Recycler. Beyond water savings, by eliminating the need to refill water tanks, you drive up productivity, cutting time, effort, and expense. Designed to work exclusively with our 2100i Series combination sewer cleaners, our Water Recyclers offer you:

- Continuous operation without stops
- 5-step water filtration process combining settling, centrifugal separation, and absolute filtration to 100 microns
- No need to enter the debris body for maintenance
- No moving parts inside the debris body
- Ground level access for washing coarse screen filter
- Automated back flush every 30 seconds
- Self-monitoring filter with low and high pressure shutdowns
- Water source selection—clean water, recycled water or both



5-Step Water Filtration Process

1. Initial Separation (inside the debris body by the deflector plates)
2. Coarse Screen Filter
3. Centrifugal Separation
4. Classification Filter
5. Final Settling

VACTOR

SERVICE AND SUPPORT



VACTOR REBUILD PROGRAM

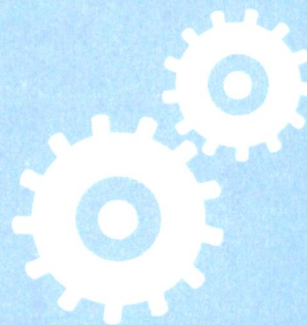
This comprehensive service program is designed to keep your Vactor equipment operating at top performance.

Including:

- An all-points vehicle inspection
- Genuine OEM replacement parts
- All work done by factory-trained technicians
- 10% parts discount
- Engineering improvements and retrofit options
- Equipment testing to factory specifications

PERFORMANCE UPGRADES

Your equipment represents a significant investment for your community or business. With our Performance Upgrades you can maximize the life, long-term value, versatility and performance of your equipment. Retrofit options include updates to add new safety, productivity and performance features.



OPERATOR, MAINTENANCE & SERVICE TRAINING

To help you and your team get the most from all the performance features we build into our equipment Vactor offers a comprehensive training program that includes hands-on classes on operation, maintenance and service.

LEARN
MORE



2100i SPECIFICATIONS

Model	2100i - FAN	2100i - PD
DESIGN	Exclusive Vactor Modul-Flex®	Exclusive Vactor Modul-Flex®
Air Mover	Single or Dual Stage Hydrostatic Fan	Roots / positive displacement
VACUUM RATING	--	Up to 18 in (457 mm) Hg
INLET VOLUME	--	Up to 5000 CFM
DRIVE	Chassis driven, direct drive	Chassis driven, direct drive
OMSI TRANSFER CASE	Hydrostatic	Direct driven off of chassis
FULLY HYDRAULIC BOOM	Proportional Boom Controls with 180° rotation	Proportional Boom Controls with 180° rotation
PICKUP HOSE	7" or 8" Diameter	7" or 8" Diameter
DEBRIS BODY CAPACITY	5 yd3 - 15 yd3 (3.8 m3 - 11.5 m3)	5 yd3 - 15 yd3 (3.8 m3 - 11.5 m3)
WATER TANK CAPACITY	1,000 gal - 1,500 gal (3,785 L - 5,678 L)	1,000 gal - 1,500 gal (3,785 L - 5,678 L)
WATER TANK CONSTRUCTION	Aluminum (10-year warranty)	Aluminum (10-year warranty)
WATER PUMP	Vactor Jet Rodder® Multi-Flow system	Vactor Jet Rodder® Multi-Flow system
WATER DELIVERY	60 gpm - 100 gpm at 2,000 psi - 3000 psi	60 gpm - 100 gpm at 2,000 psi - 3000 psi
PUMP ACTION	Continuous flow or Jack Hammer®	Continuous flow or Jack Hammer®
HOSE REEL	15" Telescope, 270° rotation 800 ft x 1 in capacity (244 m x 2.5 cm)	15" Telescope, 270° rotation 800 ft x 1 in capacity (244 m x 2.5 cm)
REAR DOOR	Flat, hydraulically opening with fail safe locks	Flat, hydraulically opening with fail safe locks
SMART TRUCK FEATURES	E-stops at all operator stations Flow / footage meters Smart messages	E-stops at all operator stations Flow / footage meters Smart messages
HAND GUN SYSTEM	35' of hose High Pressure Washdown gun	35' of hose High Pressure Washdown gun
CUSTOM CONFIGURATIONS		
Hose Reel	Up to 1,000 ft capacity (305 m)	Up to 1,000 ft capacity (305 m)
Multiple Boom Options	RDB 1015 10' Extendable Boom 10' Tele Boom 5x5 Boom	RDB 1015 10' Extendable Boom 10' Tele Boom 5x5 Boom
Axles	Single or Tandem Tri-Drive and Drop axles also available	Single or Tandem Tri-Drive and Drop axles also available
Controls	Wireless Belly pack Handheld Wireless Corded Pendant	Wireless Belly pack Handheld Wireless Corded Pendant
WATER RECYCLING AVAILABLE	NO	YES



OUR COMMITMENT TO QUALITY ONLY BEGINS WITH OUR EQUIPMENT

The Vactor 2100i is manufactured in an ISO 9001 certified, advanced industrial plant. We employ the latest technology to build the most reliable equipment, including high-precision laser cutters, robotic welding, efficient, accurate computer numerical controls, and a sophisticated powder coating system.

When you build a quality product you can back it up with a full one-year, unlimited hours warranty. Vactor also backs up your investment with superior local service and support. Our goal is to keep your machine—and your entire operation—up and running.

The 2100i can be customized to your unique requirements to meet local standards and regulations by means of a broad selection of configurations, options and accessories.

Through our international dealer network, we maintain a vast inventory of spare parts and offer fast shipment to any region of the world.

Altogether, the rugged, reliable Vactor 2100i is easy to operate, easy to maintain, and an easy choice when you are looking for quality equipment that is built to last.



VACTOR

BRINGING YOU THE POWER YOU NEED TO PERFORM

Vactor Manufacturing, the world leader in sewer cleaning equipment, with more than 20,000 specialty vehicles sold worldwide in the last 15 years, is part of Federal Signal, a leader in integrated solutions for governments and industries worldwide.

Our mission is to provide you with not only the best equipment, but the best aftermarket service and support in the industry. Together, we can offer you comprehensive operator training and a vast parts inventory to cut downtime and keep your operation up and running.



VACTOR®

Subsidiary of Federal Signal Corporation

vactor.com

Vactor Manufacturing, LLC • 1621 South Illinois Street • Streator, IL 61364 USA
Phone 815.672.3171 • Fax 815.672.2779

Specifications subject to change without notice. Some products shown with optional equipment. Vactor®, JetRodder®, IntuiTouch®, and ParkNClean® are registered trademarks of Vactor Manufacturing, LLC. Products may be covered by one or more United States Patents and/or pending patent applications.

See: www.vactor.com/patents. Vactor Manufacturing, Inc. is a subsidiary of Federal Signal Corp.

Federal Signal Corp. is listed in the NYSE by the symbol FSS.
Effective Date 7/2022 P/N 00107-4 ©2022 Vactor Manufacturing
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Storey County Board of Fire Commissioners Agenda Action Report

Meeting date: 8/2/2022

Estimate of time required: 15 Minutes

Agenda: Consent ☐ Regular agenda ☒ Public hearing required ☐

1. **Title:** DISCUSSION/POSSIBLE ACTION: Discussion and possible approval of the modified FY2022 – 2028 Storey County Fire Protection District Capital Improvement Plan (CIP) including facilities and infrastructure, plans and studies, staffing, and equipment and vehicles.
2. **Recommended motion:** I (Fire Commissioner) motion to approve the modifications in the FY2022 – 2028 Storey County Fire Protection District Capital Improvement Plan (CIP) including facilities and infrastructure, plans and studies, staffing, and equipment and vehicles.

3. Prepared by: Jeremy Loncar

Department: Fire

Telephone: 847-0954

4. Staff summary: This Capital improvement plan that was previously approved has went through slight modifications to reflect purchases made and changes to district priorities partially driven by grant funding opportunities. The changes within the CIP are reflected in italicized print that is underlined.

5. Supporting materials: See attached

6. Fiscal impact:

Funds Available:

Fund:

____ Comptroller

7. Legal review required:

_ District Attorney

8. Reviewed by:

JL Fire Chief

Other agency review: _____

9. Board action:

☐ Approved
☐ Denied

☐ Approved with Modifications
☐ Continued

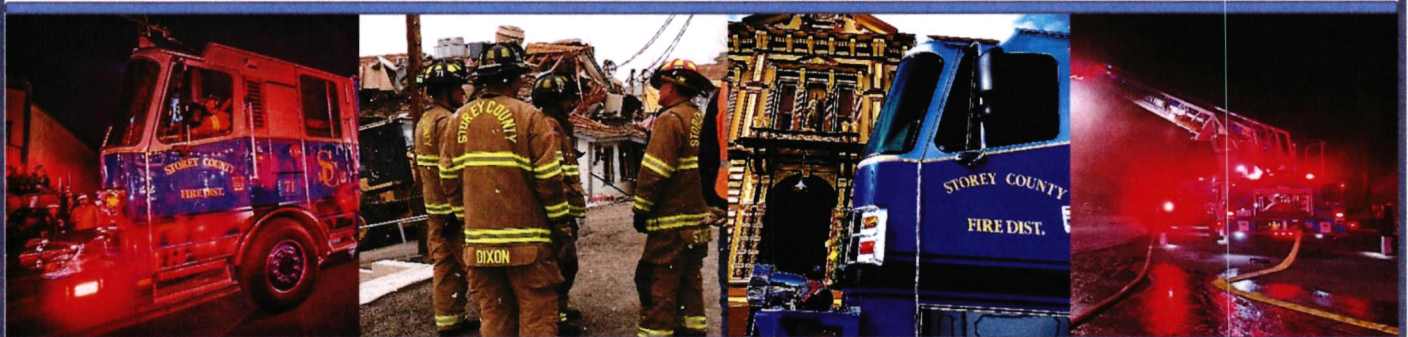
Agenda Item No. 18

STOREY COUNTY FIRE PROTECTION DISTRICT



Capital and Operational Improvement Plan

2022-2028



**Be Nice-Solve Problems
Serve Community**

Submitted by:
Jeremy B. Loncar, *Fire Chief*

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Message from The Chief

The Storey County Fire Protection District's Capital and Operational Improvement plan assists in outlining District priorities and general timelines for improvement of equipment and personnel. In evaluation of the District's current status, we are faced with many real needs that will be addressed immediately or within the near future. Additional capital improvement as well as operational improvement expenses are dependent on growth and funding. As these changes occur, this plan will be updated accordingly. Justification for these expenses will be presented during the budgeting process of the proposed year of implementation.

This document should not represent a solidified plan moving forward to 2028, but more so as a living and constantly evolving guide. This CIP helps provide us with clear direction and identifies our priorities to ensure we continue to grow and deliver the highest quality service to our customers.

Jeremy B. Loncar

Fire Chief, Storey County Fire Protection District

Capital Items

1. Apparatus / Vehicles

a. Type 3 Wildland Engines

- i. Replace existing Type 3's
- ii. Increase our fleet to equip future station 76 & 77 with wildland fire response apparatus.

b. Type 1 Structure Engines

- i. Replace existing Type 1 Engine with a district specific spec in Virginia City.
- ii. Equip future station 76 & 77 with Structure fire response apparatus

c. Water Tenders (Tactical)

- i. Replace existing Water Tenders
- ii. Increase our fleet to equip future station 76 & 77 with water supply fire response apparatus.

d. Chief Officer Vehicles

- i. Replacement of Fire Chiefs Vehicle
- ii. Replacement of Fire Marshals Vehicle
- iii. Replacement of Fire Inspectors Vehicle
- iv. Add an Administrative vehicle in District 71
- v. Assistant Fire Chief Vehicle.
- vi. Battalion chief of Training vehicle.
- vii. Fuels Management Officer vehicle

e. Ambulances

- i. Maintain an annual ambulance replacement program
- ii. Increase our fleet to equip future station 76 & 77 with EMS response vehicles.

f. Type 5 Engine

- i. Add an additional Type 5 for fuels crew/seasonal staff

g. Hazardous Materials Squad

- i. Dedicated Hazardous Materials Squad for the North Districts.
- ii. Repaint / refurbish existing Hazardous Materials Squad for the South Districts.

h. Heavy Rescue's

- i. Provide a Heavy Rescue for the North and South Districts to mitigate technical rescue operations.

i. Feller Buncher W/Masticator

- i. Add new heavy equipment for fuels reduction

j. Dozers

- i. Add additional dozer to the fleet
- ii. Replace existing dozer 74

k. Dozer Chase Vehicles (Dozer Tender)

- i. Provide a chase vehicle for additional dozers

l. Transport and Trailers

- i. Replace existing transports and trailers

m. Excavator

- i. Provide second excavator with more capabilities

n. Ladder Truck

- i. Replace existing T71 with a 55-75' quint in district 71. (Applied for AFG Grant 2022)

o. Plow Truck

- i. Replace current vehicle utilized to plow snow at Station 72

p. Side by Side

- i. Side by side at station 74 for back country rescues
ii. Equipped with tracks

	2022/2023	2023/2024	2024/2025	2025/2026	2026/2027	2027/2028
Type III Engine at FS #71			400,000			
Type III Engine at FS #72		400,000				
Type III Engine at FS #74			450,000			
Type III Engine at FS #75				450,000		
Type III Engine at FS #76			450,000			
Type III Engine at FS #77						450,000
Type 1 Engine at FS #76			700,000			
Type 1 Engine at FS #77				700,000		
Type I Engine at FS #71			725,000			
Fire Chiefs Vehicle			72,000			
Fuels Management Vehicle				75,000		
Administrative vehicle				45,000		
Prevention Vehicle		62,000				
Deputy Training Chief Vehicle		62,000				
Battalion Chief Vehicle				70,000		
Assistant Chief Vehicle	70,000					
Haz Mat Unit #75						800,000
Ambulance Replacement		250,000		250,000	250,000	500,000
Ambulance at FS #76			250,000			
Ambulance at FS #77						250,000
Type 5 Engine at FS #72	225,000					
75' Ladder truck at FS #71					1,250,000	
Plow Truck for Station #72			65,000			
Repaint / Refurbish Squad 75				80,000		
Replace Water Tender #73			450,000			
Replace Water Tender #72						450,000

Water Tender at FS #75					450,000	
Water Tender at FS #76					450,000	
Replace Water Tender #74					450,000	
Replace Water Tender #71				450,000		
Heavy Rescue (N Districts)					750,000	
Heavy Rescue (S Districts)						750,000
Feller Buncher W/Masticator			1,000,000			
Excavator						550,000
Dozer Chase #71				185,000		
Dozer Chase #72				185,000		
Transport & Trailer				220,000		
Transport & Trailer				220,000		
Dozer #75				750,000		
Dozer #71				750,000		
Side by Side FS # 74			25,000			
	\$295,000	\$774,000	\$3,862,000	\$4,430,000	\$2,475,000	\$3,750,000

Funding for Apparatus and vehicles will primarily come from the District's Capital fund. Grants such as the Assistance to Firefighters Grant (AFG) through FEMA may also be utilized but limited capacities and only available for a single purchase per year. Other grant sources such as fuels reduction grants will also be utilized to acquire the applicable vehicles.

Capital Items

2. Facilities

a. New Fire Station 71

- i. Replace existing 3 building with one new station.
- ii. Funding from grant sources will be the primary source of funding with additional funds coming from the ending fund balance of the district operating fund above 25%.

b. Relocate Station 74

- i. Rebuild station 74 out of the flood plane

c. Add Station 76 & 77

- i. Build new stations to meet demand within TRIC

d. Training Towers

- i. Provide training grounds and tower in both North and South Districts

e. Repaint Station 72 & Repair siding damage

- i. Paint both buildings Station & House. Repair siding damage to both buildings.

f. Finish Sleeping quarters and office in Station 75

- i. Increase sleeping quarters to account for 4-person staffing
- ii. Add office for fire inspector
- iii. Provide area for EMS Cache

g. Fuels Management Quarters

- i. Build new building to house fuels management personnel and equipment
- ii. New building within District 72
- iii. Will be utilized to assist in storing reserve wildland apparatus

h. Reserve apparatus storage / cache

- i. Build a new building to house all structural fire & EMS response reserve apparatus
- ii. Provide a place for a fire district cache
- iii. Build within district 71

i. Relocate Station 73 to new building

- i. Build a new station 73
- ii. Turn over current building to the community center

j. Attach House to new apparatus bays at station 72

- i. Construct breeze way to new apparatus bays at station 72
- ii. Upfit new building with NFPA compliant exhaust evacuation systems

k. Install Exhaust system in station 171

- i. Provide for a clean air working environment within station 171

Current fire stations are owned and maintained by Storey County. As these facilities are replaced or remodeled, the Fire District will work with the county on ownership of the building and any maintenance responsibilities.

Reference Storey County Capital Improvement Plan for more details and financial impacts.

<u>Facilities</u>	<u>2022/2023</u>	<u>2023/2024</u>	<u>2024/2025</u>	<u>2025/2026</u>	<u>2026/2027</u>	<u>2027/2028</u>
<u>New Fire Station 71 VC</u>	-	<u>7,500,000</u>	-	-	-	-
<u>Relocate Station 74</u>	-	-	-	<u>7,500,000</u>	-	-
<u>New Fire Station 76 (Painted Rock)</u>	-	-	-	-	-	<u>7,500,000</u>
<u>New Fire Station 77 (North end of TRIC)</u>	-	-	-	-	<u>7,500,000</u>	-
<u>New Fire Station 75 (Move out of Current)</u>	-	-	<u>7,500,000</u>	-	-	-
<u>Training Tower (South Districts)</u>	-	-	-	-	-	<u>2,500,000</u>
<u>Training Tower (North Districts)</u>	-	-	-	<u>2,500,000</u>	-	-
<u>Replace Station #72</u>	-	-	-	-	-	<u>7,500,000</u>
<u>Fuels Management Quarters (Dist. 72)</u>	-	-	-	<u>1,250,000</u>	-	-
<u>Reserve Apparatus Storage</u>	-	-	-	-	<u>650,000</u>	-
<u>New Fire Station #73</u>	-	-	<u>5,500,000</u>	-	-	-
<u>Connect FS# 72 to New App bays</u>	-	<u>78,000</u>	-	-	-	-
<u>Exhaust System FS# 171</u>	<u>32,000</u>	-	-	-	-	-
	<u>\$32,000.00</u>	<u>\$7,578,000.00</u>	<u>\$13,000,000.00</u>	<u>\$11,250,000.00</u>	<u>\$8,150,000.00</u>	<u>\$17,500,000.00</u>

Capital Items

3. Information Technology

- a. **Replace iPads every 4 years (3 per year)**
 - i. Replace existing iPads and remain on a rotation schedule.
- b. **Replace Desktop Computers**
 - i. Replace existing computers per I.T recommendations
- c. **Install Heart Healthy Tones & other Alert functions**
 - i. Upgrade our current system to have Heart Healthy Tones
 - ii. Upgrade our alert system to automatically turn on lights and other features
- d. **Install Mobile Data Terminals (MDT)**
 - i. Install tough books or equivalent in all engines, rescues, trucks, and command vehicles
 - ii. These will need to be on a rotation schedule
- e. **Virtual Sand Table for Training**
 - i. Sand table using live imagery for wild land training
- f. **Install Station Monitors**
 - i. Monitors in each station that will work with our CAD as a secondary alert system, mapping, and other information sharing with all stations.

	2022/2023	2023/2024	2024/2025	2025/2026	2026/2027	2027/2028
Replace iPads every 4 years (3 per year)		11,500	11,500	25,000	11,500	25,000
Replace computers every 4 years (4 per year)	6,000	6,000	6,000	6,000	7,000	7,000
Mobile Data Terminals	6,500	6,500	6,500	6,500	6,500	6,500
<i>Virtual Sand Table for Training</i>			40,000			
Install Heart Healthy Tones and Station Alert	2,500			25,000	25,000	25,000
	\$15,000	\$24,000	\$64,000	\$62,500	\$50,000	\$63,500

Funding for information technology can be acquired through various grant sources such as SERC, LEPC, District's Capital fund, and the FEMA AFG. Grants such as the Assistance to Firefighters Grant (AFG) through FEMA may also be utilized but limited capacities and only available for a single purchase per year.

Capital Items

4. Communications

a. Build upon new Motorola Radio System

- i. Increase mobile radios to account for new staff.
- ii. Establish a radio cache

b. Install new base station radios in each station

- i. Replace existing mobile radios with base station radios in each station

c. Purchase Digital Pagers

- i. Replace analog pagers with digital

d. Replace existing BK radios

- i. Replace current out of compliance radios used on Wildland incidents with newer compliant ones.

	2022/2023	2023/2024	2024/2025	2025/2026	2026/2027	2027/2028
Build upon new Motorola Radio System	5,000	10,000	10,000	35,000	35,000	35,000
Base Station Radios for stations		3,500	3,500	3,500	3,500	3,500
Digital Pagers	2,800	9,000				
Replace BK Radios with Compliant versions			28,000	28,000		28,000
	\$7,800	\$22,500	\$41,500	\$66,500	\$38,500	\$66,500

Funding for communications can be acquired through various grant sources such as SERC, LEPC, District's Capital fund, and the FEMA AFG. Grants such as the Assistance to Firefighters Grant (AFG) through FEMA may also be utilized but limited capacities and only available for a single purchase per year.

Capital Items

5. Equipment

- a. **Convert fill stations and squad for MSA SCBA's**
 - i. Finish converting all district Fill stations for the new MSA pack
- b. **Install Air Ride on existing ambulances**
 - i. Install air ride on existing Ram ambulances to provide for a better ride for the patient
- c. **Replace existing hydraulic extrication tools with electric**
 - i. Replace current hydraulic extrication tools with new electric versions which require less components and provide for shorter scene time.
- d. **Replace portable wildland pumps**
 - i. Our current portable pumps cannot be utilized in some areas because of emissions and that they are physically put into bodies of water.
- e. **Replace old fire hose**
 - i. Establish a rotation plan to replace existing fire hose.
 - ii. The fire district currently uses hose that is over 20 years old.
- f. **Arizona Vortex**
 - i. Purchase technical rescue vortex tripod units for each engine
- g. **Haz Mat Equipment**
 - i. Purchase equipment for Haz Mat for Squad 75
 - ii. Purchase equipment for Haz Mat for potential Squad 71
 - iii. Purchase new gas monitors
- h. **Upgrade pump on Patrol 72**
 - i. Change out pump and motor on existing patrol 72
- i. **Standpipe kits**
 - i. Purchase standpipe kits for each engine and truck.
 - ii. Kits consist of hose, tools, appliances, etc.

	2022/2023	2023/2024	2024/2025	2025/2026	2026/2027	2027/2028
SCBA		7,500	85,000	75,000	85,000	85,000
Convert fill stations and squad for MSA Packs		5,000				
Air Ride on Existing Ambulances	20,000	20,000				
Electric Extrication Tools		52,000	52,000		52,000	52,000
Portable Pumps (Wildland)	15,000	15,000	15,000		15,000	
Replace old Fire Hose	10,000	20,000	20,000	20,000	20,000	20,000
Arizona Vortex		12,000			14,000	
Haz Mat equipment		40,000	15,000	40,000		
Upgrade pump on Patrol 72			25,000			

Standpipe Kits	7,000	7,000	7,000	7,000	14,000	14,000
	<i>\$52,000</i>	<i>\$178,500</i>	<i>\$219,000</i>	<i>\$142,000</i>	<i>\$200,000</i>	<i>\$171,000</i>

Funding for equipment can be acquired through various grant sources such as SERC, LEPC, District's Capital fund, and the FEMA AFG. Grants such as the Assistance to Firefighters Grant (AFG) through FEMA may also be utilized but limited capacities and only available for a single purchase per year.

Operational Improvement

6. Staffing

- a. **Increase staffing at Station 71**
 - i. Move from 2 person staffing to 3
- b. **Increase staffing at Station 72**
 - i. Move from 2 person staffing to 3
 - ii. Create a Captain position
- c. **Staff Station 73**
 - i. 1 Medic / 1 FF per shift
- d. **Add Battalion Chiefs**
 - i. Create North and South Battalion Chiefs
- e. **Increase Staffing at Station 74**
 - i. Move from 2 person staffing to 4
 - ii. Create a Captain position
- f. **Staffing at Station 76**
 - i. Increase in staffing for Station 76
 - ii. Create Captain position
- g. **Staffing at Station 77**
 - i. Increase in staffing for Station 77
 - ii. Create a Captain position
- h. **Hire additional Fire Inspector**
 - i. Inspector dedicated to District 71, 72, and 73
- i. **Hire additional Admin Assistant (Full time)**
 - i. Perform permitting, assist in office duties, and assist in fuels management program
- j. **Hire an Assistant Fire Chief**
 - i. Assist the Fire Chief in Operations and Administration
- k. **Move Fuels Management Officer to District Budget**
 - i. Retain FMO under District budget
 - ii. Increase salary and rank to Battalion Chief
- l. **Hire Division Chief of Training**
 - i. Dedicated to monitoring, instructing, record maintenance, and lesson plan development
- m. **Hire Fuels Module**
 - i. Hire an additional 3 fuels staff to create an additional module for fuels reduction and fire suppression.

	2022/2023	2023/2024	2024/2025	2025/2026	2026/2027	2027/2028
Firefighter/AEMT FS# 71					118,000	
Firefighter/AEMT FS# 71					118,000	
Firefighter/AEMT FS# 71					118,000	
Firefighter/Medic FS# 72			135,000			
Firefighter/Medic FS# 72			135,000			
Firefighter/Medic FS# 72			135,000			
<u>Firefighter/Medic FS#73</u>	-	-	<u>135,000</u>			
<u>Firefighter/Medic FS#73</u>	-	-	<u>135,000</u>			
<u>Firefighter/Medic FS#73</u>	-	-	<u>135,000</u>			
<u>Firefighter/AEMT FS#73</u>			<u>118,000</u>			
<u>Firefighter/AEMT FS#73</u>			<u>118,000</u>			
<u>Firefighter/AEMT FS#73</u>			<u>118,000</u>			
Battalion Chief (North Districts)						190,000
Battalion Chief (North Districts)						190,000
Battalion Chief (North Districts)						190,000
Firefighter/AEMT FS# 74				118,000		
Firefighter/AEMT FS# 74				118,000		
Firefighter/AEMT FS# 74				118,000		
Captain FS# 74				165,000		
Captain FS# 74				165,000		
Captain FS# 74				165,000		
Admin Assistant FS#71	92,000					
Fire Inspector			118,000			
Captain FS#72					165,000	
Captain FS#72					165,000	
Captain FS#72					165,000	
Firefighter/AEMT FS# 76				118,000		
Firefighter/AEMT FS# 76				118,000		
Firefighter/AEMT FS# 76				118,000		
Firefighter/Medic FS# 76				135,000		
Firefighter/Medic FS# 76				135,000		
Firefighter/Medic FS# 76				135,000		
Fire Captain FS# 76				205,000		
Fire Captain FS# 76				205,000		
Fire Captain FS# 76				205,000		
Firefighter/AEMT FS# 77						123,000

Firefighter/AEMT FS# 77						123,000
Firefighter/AEMT FS# 77						123,000
Firefighter/Medic FS# 77						141,000
Firefighter/Medic FS# 77						141,000
Firefighter/Medic FS# 77						141,000
Fire Captain FS# 77						205,000
Fire Captain FS# 77						205,000
Fire Captain FS# 77						205,000
Training Division Chief			220,000			
Assistant Fire Chief		220,000				
Fuels Management Officer / Battalion Chief			246,000			
WL Engine Boss			100,000			
WL Crew Member			80,000			
WL Crew Member			80,000			
	\$92,000	\$220,000	\$1,795,000	\$2,223,000	\$849,000	\$1,977,000

Funding for staffing will primarily come from the District's Capital fund. Grants such as the Assistance to Firefighters Grant SAFER through FEMA may also be utilized but limited capacities and only available for a single application covering 3 years. Positions responsible for fuels reduction can be in part or fully funded by SB-508, NV Energy, or other fuels reduction grants.

Total Costs

Fiscal year 2022/2023

Capital Improvement	\$944,800
Operational Improvement	\$92,000

Fiscal Year 2023/2024

Capital Improvement	\$599,000
Operational Improvement	\$205,000

Fiscal Year 2024/2025

Capital Improvement	\$4,011,500
Operational Improvement	\$1,834,000

Fiscal Year 2025/2026

Capital Improvement	\$4,701,000
Operational Improvement	\$2,223,000

Fiscal Year 2026/2027

Capital Improvement	\$2,763,500
Operational Improvement	\$849,000

Fiscal Year 2027/2028

Capital Improvement	\$4,051,000
Operational Improvement	\$1,977,000

Total financial impact

Capital Improvement	\$17,070,800
Operational Improvement	\$7,180,000

\$24,155,800

Total Costs do not include facilities



Storey County Board of Fire Commissioners Agenda Action Report

Meeting date: 8/2/2022

Estimate of time required: 5 Minutes

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

1. **Title:** Consideration and possible approval of Resolution No: 22-658, annually updating mitigation rates for the deployment of emergency and non-emergency services by the Storey County Fire Protection District for incidents outside of Storey County, large-scale hazardous materials incidents, motor vehicle accidents, and negligent or criminal fires.
2. **Recommended motion:** I (Fire Commissioner) move to approve Resolution No: 22-658, updating mitigation rates for the deployment of emergency and non-emergency services by the Storey County Fire Protection District for incidents outside of Storey County, large-scale hazardous materials incidents, special operating, and negligent or criminal fires

3. **Prepared by:** Jeremy Loncar

Fire District

Telephone: 847-0954

4. **Staff summary:** This request is to update resolution 21-628 which dictates our current apparatus and personnel rates for wild land fires and other emergency responses outside of Storey County. It is also applicable to mitigation of motor vehicle accidents, large hazardous materials incidents, motor vehicle accidents, and illegal fires. These rate updates have no financial effects on Storey County residents with the exception of negligent or criminal fires. These rates are updated annually and are separate from fees associated with our Ambulance and Prevention programs. The current resolution uses rates set in 2021 and is regularly updated annually to account for the rising costs of fuel, equipment, and staffing.
5. **Supporting materials:** See attached marked up billing document and clean updated billing schedule.

6. **Fiscal impact:**

a. Funds Available: ____ Fund: ____ ____ Comptroller

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

8. **Reviewed by:**
 - a. JL Department Head
 - b. Other agency review: ____

9. **Board action:**
 - a. [] Approved [] Approved with Modifications
 - b. [] Denied [] Continued

Agenda Item No. _____

STOREY COUNTY FIRE PROTECTION DISTRICT

Declared Costs – Personnel and Equipment

Effective August 2nd, 2022

2022-2023 BILLING RATES

Billed rate will be at the actual cost and may be different than the rate quoted in this document. Rates will be updated annually.

PERSONNEL RATES

NOTE: All staffing costs are in addition to apparatus costs and will be charged at actual hourly rates.

Operational Staff	Hourly Rate	Overtime
Chief	\$135.17	
Battalion Chief	\$83.39	
Fire Marshal	\$70.31	
Fuels Management Officer	\$79.02	
Fuels Management Engine Boss	\$52.63	
Fuels Management Equipment Operator	\$45.92	
Fuels Management Crew Member	\$44.34	
Fuels Management Heavy Equip. Operator	\$47.89	
Captain	\$71.85	
Fire Fighter/Paramedic	\$62.13	
Fire Fighter/AEMT	\$54.16	
Fire Inspector	\$57.39	
All Risk 6-Month Seasonal Firefighter	\$24.75	\$35.88
Volunteer Firefighter	AD Rate	

Support Staff	Hourly Rate	
Administrative Specialist/Office Manager	\$48.61	
Administrative Assistant	\$31.38	\$39.22
EMS Coordinator / Medical Director	\$150.00	\$225.00

APPARATUS & EQUIPMENT RATES

Apparatus Type	Rate	Mileage
Type I Engine – Structure Engine	\$255/hour	Included in hourly
Type III Engine – Brush Engine	\$205/hour	Included in hourly
Type IV, V, VI Engine – Brush Patrol	\$160/hour	Included in hourly
Type I Water Tender	\$190/hour	Included in hourly
Command Vehicle	\$100/daily	.59 Per Mile
Utility (1/2 Ton and Smaller)	\$95.00/daily	.59 Per Mile
Pickup (3/4 Ton and Above)	\$100.00/daily	.59 Per Mile
Ladder Truck	\$275.00/hour	Included in hourly
Heavy Rescue	\$210.00/hour	Included in hourly
Air Truck	\$170.00/hour	Included in hourly
Fuel Truck	\$95.00/Hour	Included in hourly
Hazmat Unit	\$255.00/hour	Included in hourly
Heavy Equipment Mechanic Truck	\$150.00/hour	Included in hourly
Skid Steer (with bucket or masticator)	\$180.00/hour \$275 Per Day Standby	Incident to pay for fuel costs or \$40 per hour additional
Excavator (with bucket or masticator)	\$190.00/hour \$340 Per Day Standby	Incident to pay for fuel costs or \$50 per hour additional
Transport/Lowboy	\$105/hour \$200 Per Day Standby	\$1.90 per mile
Dozer Tender	\$110.00/hour	\$1.75 per mile
Type II Dozer	\$210/hour \$400 Per Day Standby	Incident pays for fuel costs or \$60.00 per hour additional
Chipper W/Chip Truck	\$105/hour	Incident to pay for fuel costs or \$30 per hour additional
Ambulance	\$150/hour	Per mile costs for Travel and Transports will be billed to patient

Fuels Trailer	\$85/day	No mileage charges
Special Event Staffing	\$800/day	Includes one unit with two personnel
Durable Medical Equipment	\$250.00/day	N/A
Side by Side UTV	\$220.00/day	Included in daily cost

-Any request for a Dozer, Skid Steer, or Excavator will be considered assistance by hire immediately from the time of order.

-Each dozer and the excavator, will be dispatched with a Dozer Tender. This vehicle will be assigned for the entire duration of the incident.

-Transport/lowboy utilized to transport the Dozer or Excavator will be billed at full rate during travel times and at stand-by-rate while on the incident.

-Heavy Equipment Operator and Transport Driver will be charged at their Departmental rates.

-All Initial Attack apparatus will have a minimum of two (2) person staffing for the first 24 hours and increased to three (3) after 24 hours.

-Staff responding to an incident will be charged separately from the cost of the equipment.

-When an incident does not provide subsistence for assistance-by-hire personnel per diem at the federally established regional or CONUS rate shall apply in accordance with GSA per diem rates at www.gsa.gov
Documentation in the form of receipts must be provided for reimbursement.

CONTACT INFORMATION

Storey County Fire District Staff:

	Mobile	Office
Jeremy Loncar, Fire Chief	(775) 399-1746	(775) 847-0954
Bob Ryser, A Shift Battalion Chief	(775) 315-6658	(775) 847-0954
Jim Morgan, B Shift Battalion Chief	(775) 772-3769	(775) 847-0954
Shane Dixon, C Shift Battalion Chief	(775) 771-4685	(775) 847-0954
Tiffany Pieretti, Office Manager		(775) 847-0954

Fire Stations:

Fire Station #71, 145 N. "C" St., Virginia City	(775) 847-0954
Fire Station #72, 2610 Cartwright Rd, Virginia Highlands	(775) 847-0971
Fire Station #74, 431 Canyon Way, Lockwood	(775) 342-0220
Fire Station #75, 1705 Peru Drive, McCarran	(775) 343-3300
Storey County Communications Center	(775) 847-0950

STOREY COUNTY FIRE PROTECTION DISTRICT

Declared Costs – Personnel and Equipment

Effective ~~August~~ August 2nd 18th, 20212

2021-2022-2023 BILLING RATES

Billed rate will be at the actual cost and may be different than the rate quoted in this document.
Rates will be updated annually.

PERSONNEL RATES

NOTE: All staffing costs are in addition to apparatus costs and will be charged at actual hourly rates.

Operational Staff	<u>Regular</u> <u>Hourly</u> <u>Rate</u>	<u>OT</u> <u>Overtime</u>
Chief	\$95.94 <u>\$135.17</u>	
Battalion Chief	\$58.59 <u>\$83.39</u>	\$87.88
Fire Marshal	\$58.59 <u>\$70.31</u>	\$87.88
Fuels Management Officer	\$56.78 <u>\$79.02</u>	\$85.17
Fuels Management Engine Boss	\$46.98 <u>\$52.63</u>	\$70.47
Fuels Management Equipment Operator	\$45.00 <u>\$45.92</u>	\$67.50
Fuels Management Crew Member	\$30.44 <u>\$44.34</u>	\$45.66
Fuels Management Heavy Equip. Operator	\$47.89	
Captain	\$55.08 <u>\$71.85</u>	\$82.62
Fire Fighter/Paramedic	\$46.43 <u>\$62.13</u>	\$69.64
Fire Fighter/AEMT	\$41.37 <u>\$54.16</u>	\$62.05
Fire Inspector	\$41.37 <u>\$57.39</u>	\$62.05
Seasonal Heavy Equipment Operator	\$45.00	\$67.50
All Risk 6-Month Seasonal Firefighter	\$16.50 <u>\$24.75</u>	\$24.75 <u>\$35.88</u>
All Risk 6-Month Lead Seasonal Firefighter	\$19.02	\$28.53
Volunteer Firefighter	AD Rate	AD Rate

Support Staff	<u>Regular</u> <u>Hourly</u> <u>Rate</u>	<u>OT</u>
Administrative Specialist/Office Manager	\$31.38 <u>\$48.61</u>	\$47.07
Administrative Assistant	\$24.26 <u>\$31.38</u>	\$36.69
EMS Coordinator / Medical Director	\$100.00 <u>\$150.00</u>	\$150.00 <u>\$225.00</u>

APPARATUS & EQUIPMENT RATES

Apparatus Type	Rate	Mileage
Type I Engine – Structure Engine	\$200 \$255 /hour	Included in hourly
Type III Engine – Brush Engine	\$175 \$205 /hour	Included in hourly
Type IV, V, VI Engine – Brush Patrol	\$145 \$160 /hour	Included in hourly
Type I Water Tender	\$170 \$190 /hour	Included in hourly
Command Vehicle	\$96.00 \$100 /daily	.55-.59 Per Mile for Travel and Fuel Cost at Incident Only
Utility (1/2 Ton and Smaller)	\$86 \$95 .00/daily	.55-.59 Per Mile for Travel and Fuel Cost at Incident Only
Pickup (3/4 Ton and Above)	\$96 \$100 .00/daily	.55-.59 Per Mile for Travel and Fuel Cost at Incident Only
Ladder Truck	\$275 \$50 .00/hour	Included in hourly
Heavy Rescue	\$175 \$210 .00/hour	Included in hourly
Air Truck	\$150 \$170 .00/hour	Included in hourly
Fuel Truck	\$75 \$95 .00/Hour	Included in hourly
Hazmat Unit	\$225 \$255 .00/hour	Included in hourly
Heavy Equipment Mechanic Truck	\$125 \$150 .00/hour	Included in hourly
Skid Steer (with bucket or masticator)	\$150 \$180 .00/hour \$275 Per Day Standby	Incident to pay for fuel costs or \$30-40 per hour additional
Excavator (with bucket or masticator)	\$150 \$190 .00/hour \$325 \$340 Per Day Standby	Incident to pay for fuel costs or \$40-50 per hour additional
Transport/Lowboy	\$105 \$95 /hour \$200 Per Day Standby	\$1.75-.90 per mile
Dozer Tender	\$75 \$110 .00/hour	\$1.55-.75 per mile
Type II Dozer	\$155 \$210 /hour \$375 \$400 Per Day Standby	Incident pays for fuel costs or \$44 \$60 .00 per hour additional
<i>Chipper W/Chip Truck</i>	<i>\$105/hour</i>	<i>Incident to pay for fuel costs or \$30 per hour additional</i>

Ambulance	\$125 \$150/hour	Per mile costs for Travel and Transports will be b Billed to p Patient
Fuels Trailer	\$75 \$85/day	No mileage charges
Special Event Staffing	\$750 \$800/day	Includes one unit with two personnel
Durable Medical Equipment	\$250.00/day	N/A
Side by Side UTV	\$200 \$220.00/day	Included in daily cost

-Any request for a Dozer, Skid Steer, or Excavator will be considered assistance by hire immediately from the time of order.

-Each dozer and the excavator, will be dispatched with a Dozer Tender. This vehicle will be assigned for the entire duration of the incident.

-Transport/lowboy utilized to transport the Dozer or Excavator will be billed at full rate during travel times and at stand-by-rate while on the incident.

-Heavy Equipment Operator and Transport Driver will be charged at their Departmental rates.

-All Initial Attack apparatus will have a minimum of two (2) person staffing for the first 24 hours and increased to three (3) after 24 hours.

-Staff responding to an incident will be charged separately from the cost of the equipment.

-When an incident does not provide subsistence for assistance-by-hire personnel per diem at the federally established regional or CONUS rate shall apply in accordance with GSA per diem rates at www.gsa.gov Documentation in the form of receipts must be provided for reimbursement.

CONTACT INFORMATION

Storey County Fire District Staff:

	Mobile	Office
Jeremy Loncar, Fire Chief	(775) 399-1746	(775) 847-0954
Bob Ryser, A Shift Battalion Chief	(775) 315-6658	(775) 847-0954
Jim Morgan, B Shift Battalion Chief	(775) 772-3769	(775) 847-0954
Shane Dixon, C Shift Battalion Chief	(775) 771-4685	(775) 847-0954
Tiffany Pieretti, Administrative Assistant <u>Office Manager</u>		(775) 847-0954

Fire Stations:

Fire Station #71, 145 N. "C" St., Virginia City	(775) 847-0954
Fire Station #72, 2610 Cartwright Rd, Virginia Highlands	(775) 847-0971
Fire Station #74, 431 Canyon Way, Lockwood	(775) 342-0220
Fire Station #75, 1705 Peru Drive, McCarran	(775) 343-3300
Storey County Communications Center	(775) 847-0950



Storey County Board of Fire Commissioners

Agenda Action Report

Meeting date: 8/2/2022

Estimate of time required: 5 Minutes

Agenda: Consent ☐ Regular agenda ☒ Public hearing required ☐

1. **Title:** Consideration and possible approval of the annual Cooperative Agreement and Operating Plan between the Storey County Fire Protection District and Truckee Meadows Fire Protection District.
2. **Recommended motion:** I (Fire Commissioner) move to approve the Cooperative Agreement and Operating Plan between the Storey County Fire Protection District and the Truckee Meadows Fire Protection District.
3. **Prepared by:** Jeremy Loncar
Fire District Telephone: 847-0954
4. **Staff summary:** This is an update to the annual operating plan between the Storey County Fire Protection District and the Truckee Meadows Fire Protection District, provided through NRS for 474 fire districts to enter into agreements for assistance for mutual aid and/or automatic aid. The annual operating plan is reviewed each year to provide updates and associated costs for equipment and personnel for billing purposes after the first 24 hours or for specialized equipment not covered under automatic or mutual aid.
5. **Supporting materials:** See attached
6. **Fiscal impact:**
 - a. Funds Available: N/A Fund: ____ Comptroller
7. **Legal review required:**
____ District Attorney
8. **Reviewed by:**
 - a. JL Department Head
 - b. Other agency review: ____
9. **Board action:**
 - a. ☐ Approved ☐ Approved with Modifications
 - b. ☐ Denied ☐ Continued

Agenda Item No. 20

**Cooperative Agreement Between
Truckee Meadows Fire Protection District
and
Storey County Fire District**

◇

In accordance with NRS 277.045, this Cooperative Agreement (“Agreement”) is made and entered into between the Truckee Meadows Fire Protection District on behalf of itself (TMFPD), and Storey County Fire Protection District (SCFD), both of which are fire districts formed under NRS Chapter 474. At times herein the parties may be referred to as “agency” or “agencies.” This Agreement is effective upon approval and execution by all agencies.

RECITALS

WHEREAS, each of the above-named entities maintains and operates fire/rescue organizations within their respective jurisdictions; and,

WHEREAS, on occasion each agency experiences fires or other emergencies of such a magnitude or simultaneous number that assistance of other fire response organizations would be beneficial in addressing the emergencies; and,

WHEREAS, it is deemed in the best interests of the public and citizens of the affected jurisdictions that TMFPD and SCFD provide both automatic aid and mutual aid to the other as set forth herein; and,

WHEREAS, the agencies hereto desire to enter into this cooperative agreement pursuant to NRS 277.045 to provide for the circumstances and procedures under which each agency will provide assistance, both Mutual Aid and Automatic Aid, in responding to fire and other emergencies when requested by the other party; and,

NOW THEREFORE, based upon the foregoing recitals which are incorporated by this reference, the agencies mutually agree to provide fire suppression equipment, facilities and personnel to each one other under the following terms and conditions:

1. Definitions The following definitions shall have the meaning ascribed to them:

- a. **Agency Representative** - This person serves as the point of contact for the responding or requesting agency and has been delegated authority to make decisions on matters affecting that agency’s participation at the incident.
- b. **Operating Plan** – The parties will meet annually, to prepare an Operating Plan (OP). This OP will include current rates for use of the Department’s equipment and personnel, list of principal personnel, and any other items identified in this agreement.
- c. **Assistance by Hire** – Assistance by hire is the provision to provide fire suppression or support resources to the other party on a reimbursement basis. All reimbursement shall be based upon rates established in the OP.

- d. Automatic Aid – Automatic aid means both parties are automatically dispatched, without a specific request, to an incident occurring in a designated area.
- e. Mutual Aid – Mutual aid may be provided in the event of a specific request for assistance as set forth below.
- f. Requesting Agency – The agency which experiences an incident in which assistance, whether mutual aid or automatic aid, is sought shall be known herein as the Requesting Agency.
- g. Responding Agency - The agency providing assistance, whether through mutual aid or automatic aid, shall be known herein as the Responding Agency.

2. Request for Mutual Aid. When it is believed that mutual aid is necessary, a request for assistance shall be made by the most expedient manner possible. Both agencies shall provide a telephone number or telephone numbers to the other agency which should be used when requesting assistance from the Responding Agency. It is mutually agreed that either party may operate on the other parties' radio frequency.

3. Mutual Aid Resource Determination. The Battalion Chief for the Responding Agency shall determine whether it has sufficient resources available to provide mutual aid and respond to the request for assistance. If the Responding Agency has resources available to respond to the request for assistance, the Responding Agency will furnish the Requesting Agency fire fighting equipment, personnel and facilities. Neither agency is obligated to reduce the level of resources available in the responding jurisdiction below that deemed reasonably necessary to provide the residents of the Responding Agency's jurisdiction with fire suppression services.

4. Automatic Aid. The parameters of Automatic Aid and the attendant response areas are set forth in OP. The OP may be modified by mutual agreement of the Fire Chiefs for the parties provided that the revisions are signed by the Fire Chiefs or duly authorized designee and provided to the respective County Clerks before they are effective.

5. Communications. In both mutual and automatic aid situations, the operating frequency will be designated by the Requesting Agency's dispatch center. It will be identified at the same time the request for assistance is made by the Requesting Party. All communications will be to the requesting dispatch center on the designated frequency.

6. Incident Management. Any mutual or automatic aid extended under this Agreement is done with the express understanding that personnel of the Requesting Agency shall remain in charge at the incident for which aid is requested unless the command of an incident has been transferred to another agency or to an incident management team. Pursuant to this authority, the Requesting Agency, the agency which has command or the incident management team, may direct and supervise the personnel and equipment provided by the Responding Agency through the operation of this Agreement.

7. Mutual/Automatic Aid. Mutual Aid and Automatic Aid shall be provided without expectation of reimbursement for the first (24) twenty-four hours from the time of response. All mutual or automatic aid provided beyond (24) twenty- four hours will be considered assistance by hire. If reimbursement is available as a result of a declaration of disaster, grant, and/or cost recovery, reimbursement for personnel, apparatus and support equipment shall cover the entire time of commitment, beginning from the time of initial dispatch from the Responding Party's home base, to the time of return to the home

base. Events that are cost recoverable and/or payable through State or Federal Funding, or from third parties determined responsible shall be reimbursable. All reimbursement shall be based upon rates established in the OP.

8. Assistance by Hire. Assistance by Hire is the provision of fire suppression resources, by one Agency to another, on a reimbursement basis. All reimbursements shall be based upon the rates established in the OP. Except for mutual and automatic aid, all requests for fire suppression assistance shall be assistance by hire. Any resources provided by a Responding Agency, and not specifically ordered by the Requesting Agency, shall be considered a voluntary contribution.

9. Incident Management Teams. Salary, benefits, overtime, and transportation for department personnel assigned to an Incident Management Team that is utilized by the Requesting Agency to manage their incident, through delegation of authority, will be considered assistance by hire.

10. Equipment. The Responding Agency is responsible for the operation, service and maintenance of their equipment during incident operations on the jurisdiction of the Requesting Agency. The Requesting Agency shall be responsible to pay or reimburse for damages in excess of normal wear and tear, and shall replace or reimburse items lost, damaged or destroyed, except for damage that occurred as a result of negligence by the Responding Agency. Replacement or reimbursement to the Responding Agency by the Requesting Agency will occur within 90 days of receipt of an invoice documenting such equipment.

11. Incident Report. Upon request, the Responding Agency to a mutual aid incident shall provide the Requesting Agency with an incident report within (20) twenty working days following completion of the incident.

12. Worker's Compensation. For the limited purpose of the exclusive remedy set forth in NRS 616A020, both parties shall be deemed to employ jointly a person who is an employee of either party and sustains an injury by accident or occupational disease while participating in the matter for which assistance was requested. However, for the purpose of providing insurance benefits pursuant to NRS 616A through NRS 616D and NRS 617 each party shall provide such benefits to its own employees at its own expense. The parties waive any indemnification provision with respect to such industrial injuries or occupational diseases.

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

14. Hold Harmless. The parties will not waive and intend to assert available remedies and liability limitations set forth in Chapter 41 of the Nevada Revised Statutes. Contractual liability of both parties shall not be subject to punitive damages. To the fullest extent of Chapter 41 of the Nevada Revised Statutes, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other party from and against all liability, claims, actions, damages, losses, and expenses, including, but not limited to, reasonable attorney's fees and costs arising out of any alleged negligent or

willful acts or omissions of the indemnifying party, its officers, employees and agents. The indemnifying party shall not be liable to hold harmless any attorney's fees and costs for the indemnified party's chosen right to participate with legal counsel.

15. Third Party Beneficiaries. This Agreement is not intended to create or be construed to create any right or action on the part of any person or entity not signatory to this Agreement, nor create the status of third party beneficiaries for any person or entity.

16. Integration and Modification. This Agreement and the OP constitutes 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 otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.

17. Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, the parties shall, if possible, agree on a legal, valid, and enforceable substitute provision that is as similar in effect to the deleted provision as possible. The remaining portion of the Agreement not declared illegal, invalid, or unenforceable shall, in any event, remain valid and effective for the term remaining unless the provision found illegal, invalid, or unenforceable goes to the essence of this Agreement

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

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. Proper Authority. The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to engage in the cooperative action set forth in this Agreement.

21. Governing law; Jurisdiction. This Agreement is entered into in the State of Nevada and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada.

22. Ratification and Term. This agreement shall become effective upon ratification by appropriate legal action by the governing bodies of the parties as a condition precedent to its entry into force and shall remain in full force and effective until June 30, 2027, unless revoked by either party without cause, provided that a revocation shall not be effective until 90 days after a party has served written notice of revocation to the other party.

23. Amendment. The parties may amend this agreement at any time by an endorsement made in writing and approved by the parties respective governing boards.

24. Termination. The Agreement may be terminated by mutual consent of both parties or unilaterally by either party without cause upon 90 days written notice. The parties expressly agree that this

Agreement shall be terminated immediately if for any reason any party’s funding ability supporting this Agreement is withdrawn, limited, or impaired.

25. Notices. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally by hand, or by telephonic facsimile with simultaneous delivery by regular mail, or mailed certified mail, return receipt requested, postage repaid on the date posted, and addressed to the other party at the following addresses:

Truckee Meadows Fire Protection District
Charles Moore, Fire Chief
3663 Barron Way
Reno, NV 89511

Storey County Fire District
Jeremy Loncar, Fire Chief
PO Box 603
Virginia City, NV 89440

Any party may designate a different address or representative to receive notices provided that such designation is sent in writing to the other party in accordance with this paragraph.

IN WITNESS THEREOF, the parties hereto have approved this Cooperative Agreement and have caused this Agreement to be executed by their respective officers as of the last date and year herein below.

Dated this ____ day of _____, 2022

Dated this ____ day of _____, 2022

**TRUCKEE MEADOWS FIRE
PROTECTION DISTRICT**

**STOREY COUNTY FIRE
PROTECTION DISTRICT**

Vaughn Hartung, Chair
Truckee Meadows Fire Protection District
District Board of Fire Commissioners

Jay Carmona, Chair
Storey County Fire District
Board of Fire Commissioners

ATTEST:

ATTEST:

Washoe County Clerk

Storey County Clerk

**Operating Plan Between
Truckee Meadows Fire Protection District
and
Storey County Fire Protection District
2022-2023**

TRUCKEE MEADOWS FIRE PROTECTION DISTRICT

2022-2023 BILLING RATES

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

APPARATUS RATES

Equipment responding to an incident on an equipment resource order ("E" number) will be billed for hours worked as indicated on the Crew Time Report/Shift Ticket and will include travel time. Equipment is not included in portal to portal pay provisions; however usage will be reimbursed at the rate indicated in the rate schedule.

- | | |
|-----------------------------|---|
| • Structure Engine - Type I | \$231.00/hr. |
| • Ladder | \$275.00/hr. |
| • Brush Engine - Type III | \$208.00/hr. |
| • Water Tender | \$197.00/hr. |
| • Patrol Truck – Type V | \$133.00/hr. |
| • Patrol Truck – Type VI | \$133.00/hr. |
| • Rescue | \$87.00/hr. |
| • Heavy Rescue | \$206.00/hr. |
| • Air Truck | \$174.00/hr. |
| • Fuel Truck | \$87.00/hr. |
| • Water Rescue Unit w/Boats | \$87.00/hr. |
| • Hazmat Unit | \$260.00/hr. |
| • Heavy Mechanic Truck | \$144.00/hr. |
| • Dozer – Type I* | \$208.00/hr. (Includes Fuel) or \$462.00/day stand-by |
| • Transport/Lowboy* | \$87.00/hr. plus \$2.00/mi. or \$231.00/day stand-by |
| • Dozer Chase* | \$111.00/day plus 58.5 cents per mile |

Mt. Rose Unit – May be any combination of Mt. Rose Units. Mt. Rose Units include Type V engines with personnel and overhead positions.

*Mutual/Automatic Aid request of Dozer or Hand Crew Unit(s) will be considered assistance by hire immediately from the time of order.

*Dozer requests will include Dozer Chase and two (2) personnel, qualified (1) Dozer/Operator and (1) HEQB. Personnel rates will vary depending on rank or the FSH 5109.34 Incident Position Matrix if a casual hire.

*Dozer will only be charged while on incident and not during travel status.

*Transport/Lowboy will be charged the hourly rate during travel and stand-by rate while on incident.

SUPPORT VEHICLE AND EQUIPMENT RATES

Medical Equipment: Reimbursement will be made for expendable medical supplies such as drugs, IV fluids, cardio electrodes, etc. A pre-incident and post-incident inventory, approved by the Incident Commander, will be required for reimbursement request submitted with the billing package. If a pre and post-incident inventory cannot be obtained, an invoice of supplies consumed signed by the Incident Commander will suffice.

- ALS, Durable Medical Equip. Kit \$275.00/day
- REMS Truck \$125.00/hr.

County or Fire District Owned Vehicles:

- Command Vehicle \$111.00/day plus 58.5 per mile
- SUV/Pickup (½ ton and below) \$99.00/day plus 58.5 cents per mile
- Pickup (¾ ton and above) \$111.00/day plus 58.5 cents per mile
- Polaris UTV \$231.00/day (must be ordered via resource order)
- Privately Owned Vehicle 85.5 cents per mile
- Masticator (Wet) \$185.00/hr.
- Ambulance \$144.00/hr.
- Chipper \$277.00/day
- Tracked Chipper \$185.00/hr.
- Chip Truck \$108.00/hr.
- Dump Trailer \$34.00/day
- Herbicide Trailer/Slip In \$34.00/day

PERSONNEL RATES

All personnel are charged consistent with the District's current labor agreements and/or resolutions as approved by the Board.

56-Hour Rate	Regular	OT	CB OT
Battalion Chief	79.85	79.55	114.02
Fire Captain	61.97	61.74	88.49
Fire Engineer	55.91	55.70	79.84
Firefighter/Paramedic	52.39	52.19	74.81
Firefighter/Emt	42.23	42.08	60.32

40-Hour Rate	Regular	OT	CB OT
Fire Chief	159.41		
Fire Deputy Chief/Ops	141.28		201.75
Fire Deputy Chief/Prevention	129.74		184.31
Division Chief	121.15	120.71	173.01
Chief Fiscal Officer	94.54		
Training Captain	90.04	89.71	128.59
Fire Management Officer	81.36	89.28	115.58
Human Resources Manager	78.36		
Fire Captain - Prevention	72.92	80.02	103.6
Fire Equipment Fleet Manager	72.67	79.74	103.24
Fire Inspector I/II	70.52	70.25	100.7
Ems Coordinator	68.58	75.25	97.42
Firefighter/Paramedic	67.73	67.48	96.72
Communications Manager	63.87		
Executive Assistant	57.78	63.42	
Fire Mechanic	57.35	62.93	81.46
Crew Boss	48.95	53.72	69.55
Accountant	48.52	53.23	
Account Clerk	43.39	47.61	
Heavy Equipment Operator	40.81	44.78	57.98
Squad Boss	40.81	44.78	57.98
Human Resources Support Specialist	39.90	43.78	
Logistics Coordinator	39.04	42.84	55.46
Volunteer Program Assistant	38.38	42.12	
Crew Member	33.11	36.32	47.02
Administrative Support Specialist	19.26	21.14	
Senior Network Engineer	69.98	76.79	99.42

EMERGENCY WORKERS (CASUALS)

The District may employ Emergency Workers (Casual Hire) to cope with a sudden and unexpected emergency situation caused by a fire, or extreme fire potential, flood, storm, or any other all-hazard emergency to provide assistance to the District and/or cooperative partners.

Such hiring is purely temporary in duration, and will be terminated when other methods can be initiated.

Rate of pay will be determined by FSH 5109.34 – INTERAGENCY INCIDENT BUSINESS MANAGEMENT HANDBOOK, CHAPTER 10 – PERSONNEL, Interim Directive NO.: 5109.34-2019-1, dated April 01, 2019.

Casual hires shall be hired or invoiced as Assistance by Hire as listed in the Cooperative Agreement.

BILLING ADDRESS

Truckee Meadows Fire Protection District
3663 Barron Way
Reno, NV 89511

CONTACT INFORMATION

Charles A. Moore, Fire Chief
(775) 328-6123 Mobile (775) 313-8903

Chris Ketring, Deputy Chief
(775) 326-6081 Mobile (775) 315-5805

Cindy Vance, Chief Fiscal Officer
(775) 326-6070

Administrative Office
(775) 326-6000 Fax (775) 326-6003

DUNS NUMBER

006811244

TAX ID NUMBER

EIN # 38-3856902

STATION LOCATIONS**Career Stations**

Battalion 30 – South
Station 30 – 3905 Old Hwy 395, Washoe Valley
Station 32 – 1240 E. Lake Blvd., Washoe Valley
Station 33 – 470 Foothill Rd., Reno
Station 36 – 13500 Thomas Creek Rd., Reno
Station 37 – 3255 W. Hidden Valley Dr., Reno
Station 39 – 4000 Joy Lake Rd., Reno

Battalion 40 – North
Station 40 – 10201 W. 4th St., Mogul
Station 42 – 3680 Diamond Peak Dr., Cold Springs
Station 44 – 10575 Silver Lake Rd., Stead
Station 45 – 5841 Sun Valley Blvd., Sun Valley
Station 46 – 500 Rockwell Blvd. Spanish Springs

Wildland Fuels Stations

Station #400 – 165 Bridge St., Verdi

Station #440 – 130 Nectar St., Lemmon Valley

Volunteer Stations

Station #450 – 6015 Ironwood Rd., Palomino Valley

Station #300 – 345 Bellevue Rd., Washoe Valley

Station #320 – 3010 Lakeshore Blvd., Washoe Valley

Station #430 – 11525 Red Rock Rd., Silver Lake

STOREY COUNTY FIRE PROTECTION DISTRICT

Declared Costs – Personnel and Equipment

Effective August 2nd, 2022

2022-2023 BILLING RATES

Billed rate will be at the actual cost and may be different than the rate quoted in this document. Rates will be updated annually.

PERSONNEL RATES

NOTE: All staffing costs are in addition to apparatus costs and will be charged at actual hourly rates.

Operational Staff	Hourly Rate	Overtime
Chief	\$135.17	
Battalion Chief	\$83.39	
Fire Marshal	\$70.31	
Fuels Management Officer	\$79.02	
Fuels Management Engine Boss	\$52.63	
Fuels Management Equipment Operator	\$45.92	
Fuels Management Crew Member	\$44.34	
Fuels Management Heavy Equip. Operator	\$47.89	
Captain	\$71.85	
Fire Fighter/Paramedic	\$62.13	
Fire Fighter/AEMT	\$54.16	
Fire Inspector	\$57.39	
All Risk 6-Month Seasonal Firefighter	\$24.75	\$35.88
Volunteer Firefighter	AD Rate	

Support Staff	Hourly Rate	
Administrative Specialist/Office Manager	\$48.61	
Administrative Assistant	\$31.38	\$39.22
EMS Coordinator / Medical Director	\$150.00	\$225.00

APPARATUS & EQUIPMENT RATES

Apparatus Type	Rate	Mileage
Type I Engine – Structure Engine	\$255/hour	Included in hourly
Type III Engine – Brush Engine	\$205/hour	Included in hourly
Type IV, V, VI Engine – Brush Patrol	\$160/hour	Included in hourly
Type I Water Tender	\$190/hour	Included in hourly
Command Vehicle	\$100/daily	.59 Per Mile
Utility (1/2 Ton and Smaller)	\$95.00/daily	.59 Per Mile
Pickup (3/4 Ton and Above)	\$100.00/daily	.59 Per Mile
Ladder Truck	\$275.00/hour	Included in hourly
Heavy Rescue	\$210.00/hour	Included in hourly
Air Truck	\$170.00/hour	Included in hourly
Fuel Truck	\$95.00/Hour	Included in hourly
Hazmat Unit	\$255.00/hour	Included in hourly
Heavy Equipment Mechanic Truck	\$150.00/hour	Included in hourly
Skid Steer (with bucket or masticator)	\$180.00/hour \$275 Per Day Standby	Incident to pay for fuel costs or \$40 per hour additional
Excavator (with bucket or masticator)	\$190.00/hour \$340 Per Day Standby	Incident to pay for fuel costs or \$50 per hour additional
Transport/Lowboy	\$105/hour \$200 Per Day Standby	\$1.90 per mile
Dozer Tender	\$110.00/hour	\$1.75 per mile
Type II Dozer	\$210/hour \$400 Per Day Standby	Incident pays for fuel costs or \$60.00 per hour additional
Chipper W/Chip Truck	\$105/hour	Incident to pay for fuel costs or \$30 per hour additional
Ambulance	\$150/hour	Per mile costs for Travel and Transports will be billed to patient
Fuels Trailer	\$85/day	No mileage charges
Special Event Staffing	\$800/day	Includes one unit with two personnel

Durable Medical Equipment	\$250.00/day	N/A
Side by Side UTV	\$220.00/day	Included in daily cost

-Any request for a Dozer, Skid Steer, or Excavator will be considered assistance by hire immediately from the time of order.

-Each dozer and the excavator, will be dispatched with a Dozer Tender. This vehicle will be assigned for the entire duration of the incident.

-Transport/lowboy utilized to transport the Dozer or Excavator will be billed at full rate during travel times and at stand-by-rate while on the incident.

-Heavy Equipment Operator and Transport Driver will be charged at their Departmental rates.

-All Initial Attack apparatus will have a minimum of two (2) person staffing for the first 24 hours and increased to three (3) after 24 hours.

-Staff responding to an incident will be charged separately from the cost of the equipment.

-When an incident does not provide subsistence for assistance-by-hire personnel per diem at the federally established regional or CONUS rate shall apply in accordance with GSA per diem rates at www.gsa.gov Documentation in the form of receipts must be provided for reimbursement.

CONTACT INFORMATION

Storey County Fire District Staff:

	Mobile	Office
Jeremy Loncar, Fire Chief	(775) 399-1746	(775) 847-0954
Bob Ryser, A Shift Battalion Chief	(775) 315-6658	(775) 847-0954
Jim Morgan, B Shift Battalion Chief	(775) 772-3769	(775) 847-0954
Shane Dixon, C Shift Battalion Chief	(775) 771-4685	(775) 847-0954
Tiffany Pieretti, Office Manager		(775) 847-0954

Fire Stations:

Fire Station #71, 145 N. "C" St., Virginia City	(775) 847-0954
Fire Station #72, 2610 Cartwright Rd, Virginia Highlands	(775) 847-0971
Fire Station #74, 431 Canyon Way, Lockwood	(775) 342-0220
Fire Station #75, 1705 Peru Drive, McCarran	(775) 343-3300
Storey County Communications Center	(775) 847-0950

COMMUNICATIONS

As indicated within the Mutual Aid Agreement, both parties agree to allow the other to operate on their frequency during responses to incidents. It is also agreed that any incidents within Storey County will

operate on SCFD Main for command and V-Fire 21 for tactical operations. When V- Fire 21 is being used within the region, the tactical frequency shall go to V-Fire 22, V-Fire23 and so on.

BILLING ADDRESS

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

DUNS NUMBER

959435876

TAX ID NUMBER

EIN # 88-6000134

IN WITNESS WHEREOF, the parties hereto have caused this Annual Operating Plan between Storey County Fire Protection District and Truckee Meadows Fire Protection District to be executed as of the date of the last signature herein below

TRUCKEE MEADOWS FIRE PROTECTION DISTRICT

Charles Moore, Fire Chief
Truckee Meadows Fire Protection District

Date

STOREY COUNTY FIRE PROTECTION DISTRICT

Jeremy Loncar, Fire Chief
Storey County Fire Protection District

Date



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 8/2/2022 10:00 AM -
BOCC Meeting

Estimate of Time Required: 15 min.

Agenda Item Type: Discussion/Possible Action

- **Title:** Report of public works department regarding roads and highways in Storey County.
- **Recommended motion:** No Action.
- **Prepared by:** Austin Osborne

Department: **Contact Number:** 7758470968

- **Staff Summary:** The Board of Highway Commissioners meets once per month to review and make decisions on road matters.
- **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: 8/2/2022 10:00 AM -
BOCC Meeting

Estimate of Time Required: 5 Min

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and possible approval to modify the scope of work of a previously awarded county non-profit grant to Comstock Community Television allowing funds to be applied toward operating and equipment expenses.
- **Recommended motion:** I (commissioner) motion to approve requested modification of scope of work for a previously awarded county non-profit grant to Comstock Community Television allowing funds to be applied toward operating and equipment expenses.
- **Prepared by:** Austin

Department:

Contact Number: 774-847-0968

- **Staff Summary:** Comstock Community Television was awarded a county non-profit grant to be applied to certain equipment costs as related to its non-profit television service. Comstock Television requests that the scope of the grant be modified so that previously awarded funds may be applied to operations in addition to equipment. The amount and other terms of the grant will remain unchanged. The grant was awarded in accordance with policies and procedures for all community non-profit organizations.
- **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

**COMSTOCK COMMUNITY
CABLE TELEVISION SYSTEM
VIRGINIA CITY, NEVADA 89440
A 501c3 Non-profit, Nevada Corporation.**

July 22, 2022

**Honorable Storey County Commissioners
Courthouse, Virginia City, Nevada 89440**

**SUBJECT: GRANT ISSUED TO CCTV, June, 2022
APPLICATION TO ALTER THE SCOPE OF THE GRANT**

CCTV, as you may know, is experiencing problems with maintaining the system for the benefit of our Virginia City residents. These difficulties have arisen due to major personnel problems that has left the system with a lack of institutional knowledge of how the system operates and ~~without a technician to repair, manage, install, connect, disconnect and otherwise operate the~~ system. A new management team has been installed to manage the CCTV 501c3 project.

That being said, the recent grant issued to CCTV, for which we are very grateful, was written at a time when we knew we had a technician to manage the electronic equipment and when we **knew that we needed a lot of new equipment to maintain the system in operation.**

Suddenly, we lost our technician to keep the system going and have found within our records a number of problems with payments issued to the re-transmission organizations from which we acquire the television signals. The funds in arrears are above our current ability to pay them all **at once and will have to make small payments over several months.**

Request to alter the scope of work within the grant:

Therefore, CCTV, is requesting to be allowed to alter the scope of the work initially stipulated in **the grant request to allow for some operational functions such as helping to pay the back re-transmission service fees which are in arrears and contracting with a technician to maintain the** system. We will still need to purchase certain necessary equipment to maintain the operation going forward.

Thank you



Joe Curtis
President

**Comstock Community Cable Television
A 501c3 non-profit Nevada Corporation.**



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

Meeting date: 8/2/2022 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. Bluth Development LLC – Contractor / PO Box 18983 ~ Reno, NV
- B. CASS NV, LLC – General / 2455 Peru ~ Sparks, NV
- C. Joe Kelley Construction Co. – Contractor / 12550 Lake Station Place ~ Louisville, KY
- D. NV Energy – Contractor / 6100 Neil Rd. ~ Reno, NV
- E. Ruiter Construction, LLC – Contractor / 3355 Palms Center Dr. ~ Las Vegas, NV
- F. The Paper Chaser – Home Business / 21435 Saddleback Rd. ~ Reno, NV
- G. Walker Cellular, Inc. – Contractor / 150 Flocchini Cir. ~ Lincoln, CA
- H. Wire Me Electric, Inc. – Contractor / 1380 Greg St. Ste. 237 ~ 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

July 25, 2022
Via Email

Fr: Ashley Mead

Please add the following item(s) to the **August 02, 2022**

COMMISSIONERS Consent Agenda:

SECOND READINGS:

- A. Bluth Development LLC** – Contractor / PO Box 18983 ~ Reno, NV
- B. CASS NV, LLC** – General / 2455 Peru ~ Sparks, NV
- C. Joe Kelley Construction Co.** – Contractor / 12550 Lake Station Place ~ Louisville, KY
- D. NV Energy** – Contractor / 6100 Neil Rd. ~ Reno, NV
- E. Ruiter Construction, LLC** – Contractor / 3355 Palms Center Dr. ~ Las Vegas, NV
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- G. Walker Cellular, Inc.** – Contractor / 150 Flocchini Cir. ~ Lincoln, CA
- H. Wire Me Electric, Inc.** – Contractor / 1380 Greg St. Ste. 237 ~ Sparks, NV

Ec: Community Development
Commissioner's Office

Planning Department
Comptroller's Office

Sheriff's Office