



Board of Storey County Commissioners

Agenda Action Report

Meeting date: 3/2/2023 4:00 PM - BOCC
Special Meeting

Estimate of Time Required: 1 min

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and possible approval of the agenda for the March 2, 2023 special meeting.
- **Recommended motion:** Approve or amend as necessary.
- **Prepared by:** Brandie Lopez

Department: **Contact Number:** 775-847-0968

- **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



Board of Storey County Commissioners

Agenda Action Report

Meeting date: 3/2/2023 4:00 PM - BOCC
Special Meeting

Estimate of Time Required: 30 min.

Agenda Item Type: Discussion/Possible Action

- **Title:** Update, discussion, and provide direction to county staff and lobbyists regarding upcoming bills and legislation affecting Storey County including, but not limited to, the following, and other properly related matters: AB63 I80 Safety Corridors; SB81 Regional Orderly Growth; any legislative BDR, bill, resolution, or other action of the legislature causing post-SB1 tax abatement revenues from the existing Gigafactory to be canceled, diverted away from Storey County, postponed, or extended; or other bills as brought forth at the meeting.
- **Recommended motion:** I [county commissioner] motion to direct county staff and lobbyists to represent Storey County on each bill as follows () and to proceed on other bills as directed:
 - 1. AB63 I80 Safety Corridors – Continue working with neighboring jurisdictions to gain support and participation on this bill, and work with legislative leaders for its support, and proceed with other legislative action as needed.
 - 2. SB81 Regional Orderly Growth – Oppose bill as written and direct staff and lobbyists to oppose bill.
 - 3. Any legislative BDR, bill, resolution, or other action of the legislature causing post-SB1 tax abatement revenues from the existing Tesla Gigafactory to be amended, diverted away from Storey County, postponed, extended, or modified from SB1's intent in 2014.
- **Prepared by:** Austin Osborne

Department:

Contact Number: 775.847.0968

- **Staff Summary:** The board at each meeting directs county staff and lobbyists to take certain positions on bills of significance to Storey County.
- **Supporting Materials:** See attached
- **Fiscal Impact:** None
- **Legal review required:** TRUE
- **Reviewed by:**

____ Department Head

Department Name:

_____ County Manager

Other Agency Review: _____

- **Board Action:**

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

SENATE BILL NO. 81—SENATOR DALY

PREFILED JANUARY 26, 2023

Referred to Committee on Government Affairs

SUMMARY—Revises provisions governing regional planning.
(BDR S-536)

FISCAL NOTE: Effect on Local Government: No.
Effect on the State: No.

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EXPLANATION – Matter in *bolded italics* is new; matter between brackets ~~omitted material~~ is material to be omitted.

AN ACT relating to regional planning; requiring representatives of certain counties and cities to meet jointly for a specified period to identify issues and make recommendations regarding the orderly management of growth in the region; requiring such representatives to prepare certain reports during that period; and providing other matters properly relating thereto.

Legislative Counsel's Digest:

Existing law requires Carson City, Douglas County, Lyon County, Storey County and Washoe County, in consultation with any cities within each such county, to each prepare a report for submission to each Legislator who represents any portion of one of these counties at the end of each calendar year between July 1, 2019, and December 31, 2022. Each report must identify certain issues relating to the orderly management of growth in those counties and make recommendations regarding such issues. (Chapter 144, Statutes of Nevada 2019, at page 798) This bill extends the meeting and reporting requirements through calendar year 2026 and revises the meeting and reporting requirements.

Specifically, this bill requires, on or before December 1 of each calendar year during the period between July 1, 2023, to December 1, 2026, Carson City, Douglas County, Lyon County, Storey County and Washoe County, in consultation with any cities within each such county, to meet to discuss and identify the positive and negative issues relating to growth in the region that are impacting any such county and prepare a report that: (1) identifies certain issues relating to growth in the region; and (2) addresses, without limitation, the areas of conservation, population, land use and development, transportation, and public facilities and services. Each report must set forth recommendations that are intended to resolve any negative impact on such issues which have been identified in the report.

Additionally, this bill requires during the period between January 1, 2024, and January 1, 2027, certain Legislators and other representatives of each county and city in the region to meet jointly at least twice during each calendar year during the



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period to identify and discuss the positive and negative issues relating to the orderly management of growth in the region. On or before December 31 of each calendar year during the period, such persons are required to prepare a joint regional report of the issues identified. The joint regional report must also address comprehensively all of the issues identified and recommendations made in the reports prepared by the counties and cities.

THE PEOPLE OF THE STATE OF NEVADA, REPRESENTED IN
SENATE AND ASSEMBLY, DO ENACT AS FOLLOWS:

Section 1. Section 1 of chapter 144, Statutes of Nevada 2019, at page 798, is hereby amended to read as follows:

Section 1. 1. The Legislature hereby finds and declares that:

(a) The region of Carson City, Douglas County, Lyon County, Storey County and Washoe County is a unique, contiguous geographical area that comprises the northwestern border of Nevada.

(b) As part of *one of* the fastest-growing ~~state~~ *states* in the nation, the population of this region has increased rapidly in recent years, especially as a result of the location of substantial economic development projects in the region.

(c) This increased population and economic development activity has *had* a significant impact on resources beyond the boundaries of individual political subdivisions, affecting the region in such areas as transportation, land use development and public services and facilities.

(d) Because of the unique conditions in the region, a general law cannot be made applicable and necessitates this special act to require discussion and planning for the orderly management of growth in the region in a collaborative and structured manner by the counties and cities in the region for the well-being of the residents as well as the long-term economic development of the region.

2. On or before December ~~31~~ *1* of each calendar year during the period between July 1, ~~2019~~, *2023*, and December ~~31, 2022~~, *1, 2026*, each county in the region, in consultation with any cities within each such county, shall *meet to discuss and identify the positive and negative issues relating to growth in the region that are impacting any county in the region and* prepare and submit to each Legislator who represents any portion of the ~~county~~ *region* a ~~separate~~ report that:

(a) Identifies ~~issues~~ *each positive or negative issue* relating to the orderly management of growth in the *region*



1 *that is impacting any* county, including cities within ~~the~~
2 *any* county ~~+, and+ in~~ the region, including, without
3 limitation, issues in the following areas:

4 (1) Conservation, including, without limitation, the use
5 and protection of natural resources;

6 (2) Population, including, without limitation, projected
7 population growth *in the region* and the projected resources
8 *of the county or city that are* necessary to support that
9 *regional* population ~~+, growth;~~

10 (3) Land use and development;

11 (4) Transportation; and

12 (5) Public facilities and services, including, without
13 limitation, roads, water and sewer service, flood control,
14 police and fire protection, mass transit, libraries and parks.

15 (b) ~~Makes~~ *Set forth* recommendations ~~regarding~~ *that*
16 *are intended to resolve any negative impact on* those issues
17 ~~+, that are identified in the report.~~

18 3. In preparing the report required by subsection 2, each
19 county in the region and any city within such a county may
20 consult with and solicit input concerning issues relating to the
21 orderly management of growth in the county, city or region
22 from other entities in the county, including, without
23 limitation, the school district and any town, airport authority,
24 regional transportation commission, water authority, military
25 base, flood control agency, public safety agency or Indian
26 colony or tribe in the county.

27 4. During the period between January 1, ~~2020,~~ *2024,*
28 and ~~December 1, 2023,~~ *January 1, 2027,* *one member of*
29 *the Senate representing a legislative district in the region*
30 *and designated by the Majority Leader of the Senate, one*
31 *member of the Assembly representing a legislative district*
32 *within the region and designated by the Speaker of the*
33 *Assembly,* the county manager of each county in the region or
34 his or her designee, or if a county manager is not appointed
35 pursuant to NRS 244.125, a person designated by the board of
36 county commissioners of the county, and the city manager of
37 each city in the region or his or her designee or, if the city
38 does not have a city manager, a person designated by the
39 governing body of the city, shall meet jointly at least twice
40 during each calendar year in that period to identify and
41 discuss *the positive and negative* issues relating to the orderly
42 management of growth in the region, including, without
43 limitation, the issues identified and *any* recommendations
44 made in the reports prepared pursuant to subsection 2.



5. Except as otherwise provided in this subsection, on or before December ~~31~~ of each calendar year during the period between January 1, ~~2020,~~ 2024, and ~~December 1, 2023, the counties in the region, in consultation with the cities in the region,~~ January 1, 2027, the persons described in subsection 4 shall prepare a joint regional report of the issues identified during the meetings held pursuant to subsection 4 during that calendar year and any recommendations made relating to those issues . ~~and submit the report~~ *The contents of each joint regional report must be approved by a simple majority of all persons described in subsection 4. Each joint regional report must be submitted* to each Legislator who represents any portion of a county in the region and to the Legislative Commission. ~~The~~ *Each* joint report that must be submitted ~~on or before December 1, 2023,~~ *pursuant to this subsection* must address comprehensively all the issues identified and recommendations made by the counties and cities in the ~~region during the period between January 1, 2020, and December 1, 2023, relating to the orderly management of growth in the region,~~ *report prepared by the counties and cities pursuant to subsection 2.*

6. *A Legislator is not entitled to compensation or to any per diem or travel expenses to attend a meeting described in subsection 4.*

7. As used in this section, "region" means the combined geographical area consisting of Carson City, Douglas County, Lyon County, Storey County and Washoe County.

Sec. 2. Section 2 of chapter 144, Statutes of Nevada 2019, at page 800, is hereby amended to read as follows:

Sec. 2. This act becomes effective on July 1, 2019 . ~~It and expires by limitation on December 31, 2023.~~

Sec. 3. This act becomes effective on July 1, 2023.



ASSEMBLY BILL NO. 63—COMMITTEE
ON GROWTH AND INFRASTRUCTURE

(ON BEHALF OF STOREY COUNTY)

PREFILED NOVEMBER 16, 2022

Referred to Committee on Growth and Infrastructure

SUMMARY—Requires the Director of the Department of Transportation and the Director of the Department of Public Safety to review, study and prepare reports regarding certain issues relating to traffic safety. (BDR S-406)

FISCAL NOTE: Effect on Local Government: May have Fiscal Impact.
Effect on the State: Yes.

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EXPLANATION – Matter in *bolded italics* is new; matter between brackets ~~omitted material~~ is material to be omitted.

AN ACT relating to public safety; requiring the Director of the Department of Transportation and the Director of the Department of Public Safety to review, study and prepare reports regarding certain issues that affect a certain segment of Interstate 80 in this State; and providing other matters properly relating thereto.

Legislative Counsel's Digest:

Section 1 of this bill requires the Director of the Department of Transportation to conduct a safety study of the segment of Interstate 80 in this State that is between Vista Boulevard in the City of Sparks and the Wadsworth Interchange. **Section 1** further sets forth certain requirements for conducting the study, including setting forth certain issues that the Director must study. **Section 1** further requires the Director to seek the cooperation and collaboration of the counties of Lyon, Storey and Washoe and the cities of Fernley, Reno and Sparks in conducting the study. Not later than July 1, 2024, the Director is required to prepare and submit a report of the findings and recommendations of the study and the estimated fiscal cost to implement any recommendations to: (1) the Governor; (2) the Office of Finance in the Office of the Governor; (3) the Director of the Legislative Counsel Bureau for transmittal to the 83rd Session of the Legislature; (4) the boards of county commissioners of the counties of Lyon, Storey and Washoe; and (5) the city councils of the cities of Fernley, Reno and Sparks. Finally, **section 1** authorizes the Director to accept gifts, grants and donations for the purpose of: (1) funding the



study; and (2) expediting the implementation of any traffic safety measure within that segment of Interstate 80.

Section 2 of this bill requires the Director of the Department of Public Safety to conduct a safety study to determine the law enforcement resources that are necessary to improve public safety within the segment of Interstate 80 in this State that is between Vista Boulevard in the City of Sparks and the Wadsworth Interchange. **Section 2** requires the study, without limitation, to determine the fiscal amount that is necessary to provide increased enforcement of traffic laws to improve public safety within that segment of Interstate 80. **Section 2** further requires the Director to seek the cooperation and collaboration of the Department of Transportation and counties of Lyon, Storey and Washoe and the cities of Fernley, Reno and Sparks in conducting the study. Not later than July 1, 2024, the Director is required to prepare and submit a report of the findings and recommendations of the study and the estimated fiscal cost to implement any recommendations to: (1) the Governor; (2) the Office of Finance in the Office of the Governor; (3) the Director of the Legislative Counsel Bureau for transmittal to the 83rd Session of the Legislature; (4) the boards of county commissioners of the counties of Lyon, Storey and Washoe; and (5) the city councils of the cities of Fernley, Reno and Sparks. Finally, **section 2** authorizes the Director to accept gifts, grants and donations for the purpose of funding the study.

THE PEOPLE OF THE STATE OF NEVADA, REPRESENTED IN
SENATE AND ASSEMBLY, DO ENACT AS FOLLOWS:

Section 1. 1. The Director of the Department of Transportation shall conduct a safety study of the segment of Interstate 80 in this State that is between Vista Boulevard in the City of Sparks and the Wadsworth Interchange. The traffic safety study must, without limitation:

(a) Determine the feasibility of and the fiscal amount necessary for:

(1) Designating that segment of Interstate 80 a special safety corridor that has enhanced traffic calming and control measures;

(2) Reducing vehicular speed limits within that segment of Interstate 80;

(3) Restricting commercial trucks or vehicles with more than two axles to one lane of the highway within that segment of Interstate 80;

(4) Upgrading signage within that segment of Interstate 80, including, without limitation, signage related to merging traffic; and

(5) Beginning the process to add within that segment of Interstate 80 one additional eastbound travel lane and one additional westbound travel lane within the next 24 months;

(b) Establish a timeline for upgrading the Lockwood Interchange and Patrick Interchange; and

(c) Establish a timeline for the completion of adding within that segment of Interstate 80 one additional eastbound travel lane and one additional westbound travel lane.



2. In conducting the study required pursuant to this section, the Director of the Department of Transportation shall seek the cooperation and collaboration of the counties of Lyon, Storey and Washoe and the cities of Fernley, Reno and Sparks.

3. Not later than 90 days after the effective date of this act, the Director of the Department of Transportation shall meet jointly with the county managers of Lyon County, Storey County and Washoe County, or a designee thereof, and the city managers of the City of Fernley, the City of Reno and the City of Sparks, or a designee thereof, to seek the input of each respective county and city on the scope of the study required to be conducted pursuant to this section.

4. Not later than July 1, 2024, the Director of the Department of Transportation shall prepare and submit a report of the findings and recommendations of the study and the estimated fiscal cost to implement any recommendations to:

(a) The Governor;

(b) The Office of Finance in the Office of the Governor;

(c) The Director of the Legislative Counsel Bureau for transmittal to the 83rd Session of the Legislature;

(d) The boards of county commissioners of the counties of Lyon, Storey and Washoe; and

(e) The city councils of the cities of Fernley, Reno and Sparks.

5. The Director of the Department of Transportation may accept gifts, grants and donations for the purpose of:

(a) Funding the study required to be conducted pursuant to this section; and

(b) Expediting the implementation of any traffic safety measure within the segment of Interstate 80 that is between Vista Boulevard in the City of Sparks and the Wadsworth Interchange.

Sec. 2. 1. The Director of the Department of Public Safety shall conduct a study to determine the law enforcement resources that are necessary to improve public safety within the segment of Interstate 80 in this State that is between Vista Boulevard in the City of Sparks and the Wadsworth Interchange. The study must, without limitation, determine the fiscal amount that is necessary to provide increased enforcement of traffic laws to improve public safety within that segment of Interstate 80.

2. In conducting the study required pursuant to this section, the Director of the Department of Public Safety shall seek the cooperation and collaboration of the Department of Transportation and the counties of Lyon, Storey and Washoe and the cities of Fernley, Reno and Sparks.

3. Not later than 90 days after the effective date of this act, the Director of the Department of Public Safety shall meet jointly with the county managers of Lyon County, Storey County and Washoe



County, or a designee thereof, and the city managers of the City of Fernley, the City of Reno and the City of Sparks, or a designee thereof, to seek the input of each respective county and city on the scope of the study required to be conducted pursuant to this section.

4. Not later than July 1, 2024, the Director of the Department of Public Safety shall prepare and submit a report of the findings and recommendations of the study and the estimated fiscal cost to implement any recommendations to:

(a) The Governor;

(b) The Office of Finance in the Office of the Governor;

(c) The Director of the Legislative Counsel Bureau for transmittal to the 83rd Session of the Legislature;

(d) The boards of county commissioners of the counties of Lyon, Storey and Washoe; and

(e) The city councils of the cities of Fernley, Reno and Sparks.

5. The Director of the Department of Public Safety may accept gifts, grants and donations for the purpose of funding the study that is required to be conducted pursuant to this section.

Sec. 3. This act becomes effective upon passage and approval.





Board of Storey County Commissioners

Agenda Action Report

Meeting date: 3/2/2023 4:00 PM - BOCC
Special Meeting

Estimate of Time Required: 30 min

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and possible authorization for the County Manager to sign and approve a contract between Storey County and Sam Shad Productions producing and airing with Nevada Newsmakers a series of television commercials, website banners and links, audio and video podcasts and YouTube clips, and social media outreach program for a total cost of \$217,000 as specified in the attached scope of work, with an audience focus toward Nevada state and legislative leaders.
- **Recommended motion:** I (commissioner) authorize the County Manager to sign and approve a contract between Storey County and Sam Shad Productions producing and airing with Nevada Newsmakers a series of television commercials, website banners and links, audio and video podcasts and YouTube clips, and social media lobbying program for a total cost of \$217,000 as specified in the attached scope of work, with an audience focus toward Nevada state and legislative leaders.
- **Prepared by:** Austin Osborne

Department:

Contact Number: 775-847-0968

- **Staff Summary:** Veteran broadcaster Sam Shad is the host of Nevada Newsmakers, the state's premier news and political program. Sam has been covering Nevada politics on radio, television and online (as well as via podcasts) for the past 27 years.
- Sam Shad also has over 20 years of experience reporting on and working with Storey County and the Tahoe-Reno Industrial Center, and his production program is well-suited to educating state legislators and other area leaders of the needs of Storey County, how the county relates to the northern Nevada region, and how it may be affected by certain proposed bills and other actions of the legislature. The television ads shown in the attached scope of work will run around the time of airing of Nevada Newsmakers which coincides with working hours of state legislators. The ads will run through the 2023 Nevada legislative session. The contract also provides for a separate video that will be produced for the promotion of Storey County.
- **Supporting Materials:** See attached
- **Fiscal Impact:** \$217,000

- **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

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

A CONTRACT BETWEEN

STOREY COUNTY
FOR AND ON BEHALF OF STOREY COUNTY
(COUNTY)

AND

SAM SHAD, DBA SAM SHAD PRODUCTIONS
(CONTRACTOR)

WHEREAS, Storey County (hereinafter County), a political subdivision of the State of Nevada, from time to time requires the services of independent contractors; and

WHEREAS, it is deemed that the services of Sam Shad DBA Sam Shad Productions. (hereinafter Contractor) herein specified are both necessary and desirable and in the best interests of County; and

WHEREAS, Contractor represents that it is duly qualified, equipped, staffed, ready, willing and able to perform and render the services as described in the attached Scope of Work;

NOW, THEREFORE, in consideration of the agreements herein made, the parties mutually agree as follows:

1. EFFECTIVE DATE OF CONTRACT. This contract shall be effective the ____ day of _____, 2023 through the ____ day of _____, 2023.

2. INDEPENDENT CONTRACTOR STATUS. The parties agree that Contractor, its associates and employees shall have the status of an independent contractor. As an independent contractor, Contractor is not a Storey County employee and that there shall be no:

- (1) Withholding of income taxes by the County;
- (2) Industrial insurance coverage provided by the County;
- (3) Participation in group insurance plans which may be available to employees of the County;
- (4) Participation or contributions by either the independent contractor or the County to the public employees' retirement system;
- (5) Accumulation of vacation leave or sick leave;
- (6) Unemployment compensation coverage provided by the County if the requirements of NRS 612.085 for independent contractors are met.

3. RIGHTS. Contractor and County agree to the following rights consistent with an independent contractor relationship:

- a. Contractor has the right to perform services for others during the term of this Agreement.
- b. Contractor has the sole right to control and direct the means, manner and method by which the services required by this Agreement will be performed.
- c. Contractor shall not be assigned a work location on County premises.
- d. Contractor, at Contractor's sole expense, will furnish all equipment and materials

used to provide the services required by this Agreement.

e. Contractor, at Contractor's sole expense, has the right to hire assistants as subcontractors, or to use Contractor's employees to provide the services required by this Agreement.

f. Contractor or Contractor's employees or contract personnel shall perform the services required by this Agreement, and Contractor agrees to the faithful performance and delivery of described services in accordance with the time frames contained herein.

g. Neither Contractor nor Contractor's employees or contract personnel shall receive any training from County in the skills necessary to perform the services required by this Agreement.

h. County shall not require Contractor or Contractor's employees or contract personnel to devote full time to performing the services required by this Agreement.

Contractor further certifies the following:

i. Contractor is licensed by the State of Nevada or other political subdivision to provide similar services to other clients/customers.

j. Contractor understands that it is solely responsible to pay any federal and state taxes and/or any social security or related payments applicable to money received for services provided under the terms of this contract. Contractor understands that an IRS Form 1099 will be filed by County for all payments County makes to Contractor.

4. INDUSTRIAL INSURANCE.

Contractor agrees to maintain required workers compensation coverage throughout the entire term of the contract.

5. GENERAL LIABILITY INSURANCE. Contractor shall maintain general liability insurance in the amount of one million dollars (\$1,000,000.00).

6. SERVICES TO BE PERFORMED. The parties agree that the services to be performed are as set forth in the Scope of Work attached hereto as Exhibit A.

7. PAYMENT FOR SERVICES. Contractor agrees to provide the services set forth in Attachment A for a total amount of \$212,000.00. Contractor shall submit invoices for this sum in six (6) biweekly invoices. Payment shall be made within 30 days of receipt of an invoice. Contractor shall be responsible for all other expenses (with the exception of production costs) incurred while performing services under this Agreement, including without limitation licenses fees, memberships and dues; automobile and other travel expenses; and insurance premiums.

8. TERMINATION OF CONTRACT. This contract may be revoked without cause by either party prior to the date set forth in paragraph (2), provided that a revocation shall not be effective until 30 days after a party has served written notice upon the other party. The Contractor shall submit invoices for work performed to the date notice was given.

9. CONSTRUCTION OF CONTRACT. This contract shall be construed and interpreted according to the laws of the State of Nevada. Any dispute regarding this Contract shall be resolved by binding arbitration, with an arbiter selected from a list maintained by the Nevada Supreme Court of

senior/retired judges, with both parties to pay their own attorney fees. If the parties cannot agree on an arbiter, then the party defending the controversy shall make the ultimate decision on the arbiter. There shall be no presumption for or against the drafter in interpreting or enforcing this Contract.

10. COMPLIANCE WITH APPLICABLE LAWS. Contractor shall fully and completely comply with all applicable local, state and federal laws, regulations, orders, or requirements of any sort in carrying out the obligations of this contract, including, but not limited to, all federal, state, and local accounting procedures and requirements and all immigration and naturalization laws

11. ASSIGNMENT. Contractor shall neither assign, transfer nor delegate any rights, obligations or duties under this contract without the prior written consent of the County.

12. COUNTY INSPECTION. The books, records, documents and accounting procedures and practices of Contractor related to this contract shall be subject to inspection, examination and audit by the County.

13. DISPOSITION OF CONTRACT MATERIALS. Any books, reports, studies, photographs, negatives or other documents, data, or other materials prepared by or supplied to Contractor in the performance of its obligations under this contract shall be the exclusive property of the County and all such materials shall be remitted and delivered, at Contractor's expense, by Contractor to the County upon completion of the project, or termination or cancellation of this contract.

14. PUBLIC RECORDS LAW. Contractor expressly agrees that all documents submitted, filed, or deposited with the County by Contractor, unless designated as confidential by a specific statute of the State of Nevada, shall be treated as public records pursuant to NRS Chapter 239 and shall be available for inspection and copying by any person, as defined in NRS § 0.039, or any governmental entity.

15. Confidentiality. CONTRACTOR shall keep confidential all information, in whatever form, produced, prepared, observed or received by CONTRACTOR to the extent that such information is confidential by law or otherwise required by this Contract.

16. INDEMNIFICATION. Contractor agrees to indemnify and save and hold the County, its agents and employees harmless from any and all claims, causes of action or liability arising from the performance of this contract by Contractor or Contractor's agents or employees. The County agrees to indemnify and save and hold the Contractor, its agents and employees harmless from any and all claims, causes of action or liability arising from the performance of this contract by County or County's agents or employees.

17. MODIFICATION OF CONTRACT. This contract constitutes the entire contract between the parties and may only be modified by a written amendment signed by the parties and approved by the Board of County Commissioners.

18. 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 3 days after mailing

by United States, postage prepaid, first class mail addressed to the other party at the addresses set forth below:

FOR COUNTY:

Storey County
P.O. Box 176
Virginia City, Nevada 894440
(775) 847-0968
Fax: (775) 847-0949

FOR CONTRACTOR:

Sam Shad Productions
P. O. Box 10853
Reno, Nevada 89510

19. INCORPORATED DOCUMENTS. The parties agree that this Agreement incorporates the attached Exhibit A.

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

21. NO APPROPRIATION OF FUNDS. All payments and services provided under this agreement are contingent upon the availability of the necessary public funding. In the event that Storey County does not receive the funding necessary to perform in accord with the terms of this Agreement, this Agreement shall automatically terminate and all fees due and owing shall be paid.

22. AUTHORIZATION TO SIGN. Both parties represent that the persons signing this agreement are duly authorized to do so.

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

STOREY COUNTY

By: Austin Osborne,
Storey County Manager

Date

Sam Shad dba Sam Shad Productions

By: _____
Print Name:
Title:

Date

ATTACHMENT A

SCOPE OF SERVICES

Contractor Shall:

1. In consultation with County and its lobbyists 240 :60 second commercials the content of which will be as approved by County or its designees.
2. Five (5) commercials apiece shall be included in a package which includes distribution to TV, Websites, Audio and Video Podcasts and YouTube.
3. Air four packages a week for at least 12 weeks and, if the commercials can be produced fast enough, for 13 weeks.
4. Provide on Nevada Newsmakers website links to the county webpage featuring related materials.
5. Provide for rotating banners and buttons on the Nevada Newsmakers web site for 12 weeks.
6. Provide a five to six minute video for used by Storey County as a promotional video to be used in the 2023 legislative session or otherwise as it desires. This item is \$12,000 including shooting and editing at the direction of Storey County or its designee, and the total cost is incorporated herein into the total contract cost shown in Section 7.



e-mail: sam@shad.reno.nv.us

2/22/23

Austin Osborne

County manager

Storey County.

Dear Austin,

Please find, for your consideration, this proposal for a 12/13-week Television commercial run, on Nevada Newsmakers, statewide.

The Issue rate for a package of :60 second commercials is \$3,800 per package. Each program is considered a package of TV, Website, Audio and Video Podcasts and YouTube versions (5 commercials per package).

We air four programs per week (4 packages) the cost comes to \$15,200 per week x 12 weeks for a total of \$182,400 (240 commercials total, across all platforms).

Commercial Production costs for 8 x :60 second commercials, including high end drone video, and writing collaboration comes to \$32,000.

I am presuming Storey County will want a more in-depth web site of the topics mentioned in the commercials and we will provide links from the Nevada Newsmakers Web Site (NevadaNewsmakers.com).

Cost of rotating web banners and web buttons on the Nevada Newsmakers web site for 12 weeks \$5,250

Total cost \$219,650

Professional discount \$19,650

Total net cost \$200,000

If the commercials can be produced fast enough to run 13 weeks the extra week will air at no additional charge (\$15,200 bonus).

We will presume that all material will be pushed out by your lobbying core via social media including Twitter, Facebook and LinkedIn to reach the widest audience of the executive branch and legislators.

I look forward, if approved, to working with the Commissioners and your good self, on the content of the messages.

Sincerely,

A handwritten signature in dark ink, appearing to read "S.M. Shad", with a long horizontal flourish extending to the right.

Sam Shad

President

Sam Shad Productions



e-mail: sam@shad.reno.nv.us

2/23/23

Austin Osborne

County manager

Storey County, Nevada

Dear Austin,

Please find, for your consideration, this proposal for a five to six minute video. This is for use by Storey County as a promotional video to be used during the 2023 Legislative session.

The cost for this completed video is \$12,000 for shooting and editing at the direction of the Storey County Manager and the County's associates, who are working on this project.

Sincerely,

A handwritten signature in blue ink that reads "SM. Shad".

Sam Shad

President

Sam Shad Productions