



STOREY COUNTY BOARD OF COUNTY COMMISSIONERS MEETING

8/15/2023 10:00:00 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)
+1 669 900 6833 US (San Jose)
+1 301 715 8592 US (Washington DC)
+1 312 626 6799 US (Chicago)
+1 929 205 6099 US (New York)

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

JIM HINDLE
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. **PUBLIC COMMENT (No Action)**

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

Consideration and possible approval of the agenda for the August 15, 2023, meeting.

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

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

A. Keeley Construction Group Inc. – Contractor / 500 S. Ewing Ave Ste. G
~ St Louis, MO

B. Redwood Materials EPC, LLC – Contractor / 1201 Battery Blvd ~
McCarran, NV

C. TNT Auction – General / 601 Britain Dr. ~ McCarran, NV

D. Troomi Wireless Inc. – Out of County / 151 Southhall Lane Ste. 450 ~
Maitland, FL

II Personal Exemption corrections for renewals turned in after 7/1/23 and
corrections to exemptions.

III Approval of claims in the amount of \$2,452,373.84.

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

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

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

Discussion, presentation and consideration for possible approval of a three-year
contract between Storey County and NEOGOV for a cloud based Human

Resources Management Suite for recruitment and onboarding processes not to exceed \$43,855.20 over the term of the contract.

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

Consideration and possible approval for county staff to apply for funding for the Phase 2 of the Comstock Historic Structures Survey project through the State Historic Preservation Office Historic Preservation Fund 2023 grant. County staff will be applying for \$50,000 in grant funding.

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

Consideration and possible approval of Resolution #23-701, a resolution setting grade and salary range of employees fixed by ordinance or resolution per NRS 245.045 for appointed Storey County officials for the 2023-24 fiscal year and superseding prior fiscal year (FY2022-23) action by resolution for the appointed Storey County employees with the Senior Services Director allocated to Grade 144, effective retro-active to January 1, 2023 and the Culinary Coordinator allocated to Grade 119, effective retro-active to July 1, 2023.

11. **DISCUSSION ONLY/NO POSSIBLE ACTION:**

Presentation by County staff of marketing materials provided by Lumos & Associates for the Lockwood Senior Center Rebuild Project.

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

Consideration and possible approval of a vision statement, mission statement, perspectives, and goals for inclusion into the Storey County Strategic Plan.

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

Consideration and possible approval of a 2023-024 Variance request to allow for a reduced front yard setback to construct a primary residence. The applicant proposes a front yard setback of 20-feet from the Highland Road roadway, drainage and utility easement within the Virginia City Highlands subdivision as opposed to the required 30-foot front yard setback. The property is located at 21281 Highland Road, Virginia City Highlands, Storey County, Nevada, Assessor's Parcel Number (APN) 003-191-15.

14. **RECESS TO CONVENE AS THE STOREY COUNTY LIQUOR LICENSING BOARD**

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

2nd reading for On-Sale/Off-Sale Liquor License. Applicant is Ryan Albright-Lucky's Casino, 400 USA Pkwy, McCarran, NV 89434.

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

2nd Reading for Off-Sale Liquor License. Applicant is David Clothier - Pilot Travel Center - 400 USA Pkwy, McCarran, NV 89434. DBA - One 9 Fuel Stop # 1359.

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

Pursuant to SCC 5.04.100, discussion and consideration of the temporary suspension of the business/liquor license of the Bonanza Saloon issued by the Storey County Sheriff on August 3, 2023, and potential action to institute proceedings for continued suspension, cancelation or revocation of the Bonanza Saloon business/liquor license pursuant to SCC 5.04.110.B.

18. **RECESS TO CONVENE AS THE STOREY COUNTY WATER AND SEWER BOARD**

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

Consideration and possible approval of apparent low bid and award the B Street Water Main Replacement project in an amount not to exceed \$1,936,000 to F.W. Carson Co. in accordance with the enclosed letter of recommendation of award from the project engineer. The current budgeted amount for the project is \$1.69 million, and the apparent best lowest bid is \$1.936 million which brings this project approximately \$246,000 over budget. The Comptroller is confident that there will be available resources for this project. The budget for this project includes funding from ARPA (\$800,000) and PILT (\$100,000) totaling \$900,000.

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

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

Discussion and possible consideration approving voluntary entry into a Corrective Action Plan for Storey County Regarding Indigent Defense Services in accordance with NRS 180.440-450, with approval of the Nevada State Public Defender's Office, transferring primary indigent defense services currently provided by the Nevada State Public Defender's Office to the Carson City Public Defender's Office by method of interlocal agreement between Storey County and Carson City.

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

Discussion and consideration of approval of amendments to the Storey County Indigent Defense Service Plan designed to meet the requirements of the State of Nevada in accordance with NRS 260.070 and to comply with the Nevada Supreme Court's orders in ADKT 411, and demonstrating the transfer of

primary indigent defense services currently provided by the Nevada State Public Defender's Office to the Carson City Public Defender's Office by method of interlocal agreement between Storey County and Carson City.

23. DISCUSSION/FOR POSSIBLE ACTION:

Discussion and possible consideration approving an interlocal agreement between Storey County and Carson City enabling the Carson City Public Defender's Office to provide the primary indigent defense services to Storey County until June 30, 2025, and for an approximate first-year fee of \$196,649 and second-year fee of \$216,244, and additional professional services fees in the amount not to exceed \$50,000 without board approval.

24. DISCUSSION/FOR POSSIBLE ACTION:

Acceptance of \$10,000 donation for the Storey County Sheriff's Office Off Highway Vehicle Program from an anonymous Virginia City Highlands resident.

25. DISCUSSION/FOR POSSIBLE ACTION:

Approval of 2nd reading for General Business License and gaming license. Applicant is Ryan Albright-Lucky's Casino, 400 USA Pkwy, McCarran, NV 89434.

26. DISCUSSION/FOR POSSIBLE ACTION:

Approval of 2nd reading of General Business License. Applicant is David Clothier - Pilot Travel Centers, 400 USA Pkwy, McCarran, NV. DBA - One 9 fuel Stop #1359.

27. DISCUSSION/FOR POSSIBLE ACTION:

For consideration and possible approval of business license second readings:

A. Apuna's Kitchen LLC - Food Truck / 20 Darilyn Ln. ~ Washoe Valley, NV

B. Baldwin Studios - Home Business / 6 Rue De La Azure ~ Lockwood, NV

C. Custom Aire Inc. - Contractor / 52 E. Glendale ~ Sparks, NV

D. Mt. Davidson Panning LLC - General / 171 S. C St. ~ Virginia City, NV

E. Sommercial Construction Inc. - Contractor / 3690 33rd Ave. ~ Sacramento, CA

F. WSB Electric, Inc. - Contractor / 2222 E. Yeager Dr. Ste. 100 ~ Chandler, AZ

28. PUBLIC COMMENT (No Action)

29. ADJOURNMENT OF ALL ACTIVE AND RECESSED BOARDS ON THE AGENDA

NOTICE:

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

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

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at http://www.ascr.usda.gov/complaint_filing_cust.html 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, Brandie Lopez, Administrative Assistant to Storey County, do hereby certify that I posted, or caused to be posted, a copy of this agenda at the following locations on or before 12/09/2020; 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/government/departments/clerk/agendas_minutes/board_of_commissioners.php

By _____
Brandie Lopez
Administrative Assistant II



Board of Storey County Commissioners Agenda Action Report

Meeting date: 8/15/2023 10:00 AM -
BOCC Meeting

Estimate of Time Required: 1 min

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and possible approval of the agenda for the August 15, 2023, meeting.
- **Recommended motion:** Approve or amend as necessary.
- **Prepared by:** Drema Smith

Department: **Contact Number:** 7758470968

- **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: 8/15/2023 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. Keeley Construction Group Inc. – Contractor / 500 S. Ewing Ave Ste. G ~ St Louis, MO
 - B. Redwood Materials EPC, LLC – Contractor / 1201 Battery Blvd ~ McCarran, NV
 - C. TNT Auction – General / 601 Britain Dr. ~ McCarran, NV
 - D. Troomi Wireless Inc. – Out of County / 151 Southhall Lane Ste. 450 ~ Maitland, FL
- **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: 775-847-0966

- **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: Jim Hindle, Clerk's office
Austin Osborne, County Manager

August 07, 2023
Via Email

Fr: Ashley Mead

Please add the following item(s) to the **August 15, 2023**

COMMISSIONERS Consent Agenda:

FIRST READINGS:

- A. Keeley Construction Group Ing.** – Contractor / 500 S. Ewing Ave Ste. G ~ St Louis, MO
- B. Redwood Materials EPC, LLC** – Contractor / 1201 Battery Blvd ~ McCarran, NV
- C. TNT Auction** – General / 601 Britain Dr. ~ McCarran, NV
- D. Troomi Wireless Inc.** – Out of County / 151 Southhall Lane Ste. 450 ~ Maitland, FL

Ec: Community Development
Commissioner's Office

Planning Department
Comptroller's Office

Sheriff's Office



Board of Storey County Commissioners Agenda Action Report

**Meeting date: 8/15/2023 10:00 AM -
BOCC Meeting**

Estimate of Time Required: 1

Agenda Item Type: Consent Agenda

- **Title:** Personal Exemption corrections for renewals turned in after 7/1/23 and corrections to exemptions.
- **Recommended motion:** Approval
- **Prepared by:** Jana Seddon

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

- **Staff Summary:** See attached list of Personal Exemptions that needed correcting or turned in after 7/1/23.
- **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

Jana Seddon

Storey County Assessor

Storey County Courthouse

26 South B Street

P.O. Box 494

Virginia City, NV 89440

(775) 847-0961 Phone

(775) 847-0904 Fax

Assessor@StoreyCounty.org

July 26, 2023

Memo to: Storey County Commissioners

Re: Tax Bill Corrections


Exemption Corrections due to late filing

Below are parcels that had personal exemption renewals submitted after 7-1-23.

	Original		Adjusted bill
003-431-22 Adine Stormoen	\$2,334.76		\$1,756.82
003-411-16 Ludmilla Nagel	\$784.07		\$370.51
003-411-10 Nita Walmer	\$2,764.67		\$1,608.80
003-012-08 Debeeann Boyd (Correction, not late return)	\$2,700.98		\$1,834.08
003-541-14 Edward Hook	\$810.68		\$695.09

Please approve this correction and advise the Treasurer and/or Assessor to make the change and issue an amended bill or refund as necessary.

Thank You,


Jana Seddon
Assessor
Storey County

Tax Year 2023 (2023 - 2024)

Storey County

Property Key: 003-431-22

Source: Secured

Type: Personal Exemption Change

Owner: STORMOEN, ADINE I

640 PANAMINT RD

RENO, NV 89521

Correction Reason:

BOE Case:

Legal Description: PARCEL MAP ID :

LOT : 64 BLOCK :

10'S- 64

TOWN : HIGHLAND RANCHES

The nature of such error and the cause which produced the error are as follows:

Personal Exemption Change

2023 Correction

	Assessed Value	Taxes
Starting Assessed Value and Balance Due	84,039	\$2,334.76
+ Value Change Due to Changes in Building Value	0	N/A
+ Value Change Due to Changes in Land Value	0	N/A
+ Value Change Due to Changes in Pers.Prop Value	0	N/A
+ Tax Change Due to Changes in Special Assessments	N/A	\$0.00
+ Tax Change Due to Changes in Ad Valorem	N/A	(\$577.94)
+ Value/Tax Change Due to Changes in Recoupment	N/A	N/A
+ Value Change Due to Changes in Abatements	N/A	\$0.00
+ Value Change Due to Changes in Exemptions	0	\$0.00
Total Change in New Value	0	N/A
Total Change in Value/Taxes	0	(\$577.94)
Final Corrected Value and Balance Due	84,039	\$1,756.82
Total Payments Made Before Correction	N/A	\$0.00
Refund	N/A	\$0.00
Balance Due	N/A	\$1,756.82

This certificate is a preview. Actual values are calculated at the time this correction is posted.

Assessor's Signature

Treasurer's Signature

Board Chair's Signature

Change Notes: Returned Exemption Renewal 7/21/22. Letter dated 7/21/23 so the 80% will not apply until next year.

Tax Year 2023 (2023 - 2024)

Storey County

Property Key: 003-411-16

Source: Secured

Type: Personal Exemption Change

Owner: NAGEL, LUDMILLA V CO-TTEE

PO BOX 71

RENO, NV 89504

Correction Reason:

BOE Case:

Legal Description: PARCEL MAP ID :

LOT : 492 BLOCK :

10'S-492

TOWN : HIGHLAND RANCHES

The nature of such error and the cause which produced the error are as follows:

Personal Exemption Change

2023 Correction

	Assessed Value	Taxes
Starting Assessed Value and Balance Due	32,834	\$784.07
+ Value Change Due to Changes in Building Value	0	N/A
+ Value Change Due to Changes in Land Value	0	N/A
+ Value Change Due to Changes in Pers.Prop Value	0	N/A
+ Tax Change Due to Changes in Special Assessments	N/A	\$0.00
+ Tax Change Due to Changes in Ad Valorem	N/A	(\$413.56)
+ Value/Tax Change Due to Changes in Recoupment	N/A	N/A
+ Value Change Due to Changes in Abatements	N/A	\$0.00
+ Value Change Due to Changes in Exemptions	0	\$0.00
Total Change in New Value	0	N/A
Total Change in Value/Taxes	0	(\$413.56)
Final Corrected Value and Balance Due	32,834	\$370.51
Total Payments Made Before Correction	N/A	\$784.07
Refund	N/A	(\$413.56)
Balance Due	N/A	\$0.00

This certificate is a preview. Actual values are calculated at the time this correction is posted.

Assessor's Signature

Treasurer's Signature

Board Chair's Signature

Change Notes: Turned in Exempt Renewal 7/25/23.

Tax Year 2023 (2023 - 2024)

Storey County

Property Key: 003-411-10

Source: Secured

Type: Personal Exemption Change

Owner: DRAPER, RICHARD SR

PO BOX 1074

VIRGINIA CITY, NV 89440

Correction Reason:

BOE Case:

Legal Description: PARCEL MAP ID :

LOT : 471 BLOCK :

10'S-471

TOWN : HIGHLAND RANCHES

The nature of such error and the cause which produced the error are as follows:

Personal Exemption Change

2023 Correction

	Assessed Value	Taxes
Starting Assessed Value and Balance Due	119,290	\$2,764.67
+ Value Change Due to Changes in Building Value	0	N/A
+ Value Change Due to Changes in Land Value	0	N/A
+ Value Change Due to Changes in Pers.Prop Value	0	N/A
+ Tax Change Due to Changes in Special Assessments	N/A	\$0.00
+ Tax Change Due to Changes in Ad Valorem	N/A	(\$1,155.87)
+ Value/Tax Change Due to Changes in Recoupment	N/A	N/A
+ Value Change Due to Changes in Abatements	N/A	\$0.00
+ Value Change Due to Changes in Exemptions	0	\$0.00
Total Change in New Value	0	N/A
Total Change in Value/Taxes	0	(\$1,155.87)
Final Corrected Value and Balance Due	119,290	\$1,608.80
Total Payments Made Before Correction	N/A	\$0.00
Refund	N/A	\$0.00
Balance Due	N/A	\$1,608.80

This certificate is a preview. Actual values are calculated at the time this correction is posted.

Assessor's Signature

Treasurer's Signature

Board Chair's Signature

Change Notes: Spouse passed on June 4,2023. Just recieved paperwork from County. She came in right away to turn in paperwork. js

Tax Year 2023 (2023 - 2024)

Storey County

Property Key: 003-012-08

Source: Secured

Type: Personal Exemption Change

Owner: BOYD, DEBEEANN MICHELLE

21320 DELTA DR

RENO, NV 89521

Correction Reason:

BOE Case:

Legal Description: PARCEL MAP ID :

LOTS : 4&5 BLOCK : B

VCH B-5

TOWN : VC HIGHLANDS

The nature of such error and the cause which produced the error are as follows:

Personal Exemption Change

2023 Correction

	Assessed Value	Taxes
Starting Assessed Value and Balance Due	82,549	\$2,700.98
+ Value Change Due to Changes in Building Value	0	N/A
+ Value Change Due to Changes in Land Value	0	N/A
+ Value Change Due to Changes in Pers.Prop Value	0	N/A
+ Tax Change Due to Changes in Special Assessments	N/A	\$0.00
+ Tax Change Due to Changes in Ad Valorem	N/A	(\$866.90)
+ Value/Tax Change Due to Changes in Recoupment	N/A	N/A
+ Value Change Due to Changes in Abatements	N/A	\$0.00
+ Value Change Due to Changes in Exemptions	0	\$0.00
Total Change in New Value	0	N/A
Total Change in Value/Taxes	0	(\$866.90)
Final Corrected Value and Balance Due	82,549	\$1,834.08
Total Payments Made Before Correction	N/A	\$0.00
Refund	N/A	\$0.00
Balance Due	N/A	\$1,834.08

This certificate is a preview. Actual values are calculated at the time this correction is posted.

Assessor's Signature

Treasurer's Signature

Board Chair's Signature

Change Notes:

Tax Year 2023 (2023 - 2024)

Storey County

Property Key: 003-541-14

Source: Secured

Type: Personal Exemption Change

Owner: HOOK, EDWARD D & ELSIE TTEES
189 AVE DE LA D'EMERALD
SPARKS, NV 89434

Correction Reason:

BOE Case:

Legal Description: PARCEL MAP ID :

LOT : BLOCK :

RB 189

TOWN : RAINBOW BEND

The nature of such error and the cause which produced the error are as follows:

Personal Exemption Change

2023 Correction

	Assessed Value	Taxes
Starting Assessed Value and Balance Due	44,283	\$810.68
+ Value Change Due to Changes in Building Value	0	N/A
+ Value Change Due to Changes in Land Value	0	N/A
+ Value Change Due to Changes in Pers.Prop Value	0	N/A
+ Tax Change Due to Changes in Special Assessments	N/A	\$0.00
+ Tax Change Due to Changes in Ad Valorem	N/A	(\$115.59)
+ Value/Tax Change Due to Changes in Recoupment	N/A	N/A
+ Value Change Due to Changes in Abatements	N/A	\$0.00
+ Value Change Due to Changes in Exemptions	0	\$0.00
Total Change in New Value	0	N/A
Total Change in Value/Taxes	0	(\$115.59)
Final Corrected Value and Balance Due	44,283	\$695.09
Total Payments Made Before Correction	N/A	\$0.00
Refund	N/A	\$0.00
Balance Due	N/A	\$695.09

This certificate is a preview. Actual values are calculated at the time this correction is posted.

Assessor's Signature

Treasurer's Signature

Board Chair's Signature

Change Notes:



Board of Storey County Commissioners Agenda Action Report

Meeting date: 8/15/2023 10:00 AM -
BOCC Meeting

Estimate of Time Required: 0 min

Agenda Item Type: Consent Agenda

- **Title:** Approval of claims in the amount of \$2,452,373.84.
- **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

Check Register

Packet: APPKT05606 - 2023-06-30 Spcl Chk Shakespeare

By Check Numl

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank-AP Bank						
406776	SHAKESPEARE UNLIMITED	07/28/2023	Regular	0.00	7,910.69	111090

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	1	1	0.00	7,910.69
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	0	0	0.00	0.00
	1	1	0.00	7,910.69

County Commissioners approval is reported in the
Board of County Commissioners Meeting Minutes

Kyo 20230727
Processed & Submitted to Treasurer by Comptroller Admin Date

Approved By: [Signature] 7-27-23
Comptroller Date

[Signature] 7/27/23
Treasurer Date

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash Account	7/2023	7,910.69
			<u>7,910.69</u>



STOREY COUNTY

Payroll Check Register Report Summary

Pay Period: 6/19/2023-7/2/2023

Packet: PRPKT01793 - R Loper 7/7/23

Payroll Set: Storey County - 01

Type	Count	Amount
Regular Checks	0	0.00
Manual Checks	0	0.00
Reversals	0	0.00
Voided Checks	0	0.00
Direct Deposits	1	1,144.00
Total	1	1,144.00

08

County Commissioners approval is reported in the
Board of County Commissioners Meeting Minutes

Luigi Sanni 7/7/23
Processed & Submitted to Treasurer by Comptroller Admin Date

Approved By: [Signature] 7.13.23
Comptroller Date

[Signature] 7/17/23
Treasurer Date



STOREY COUNTY

Payroll Check Register

Checks

Pay Period: 6/19/2023-7/2/2023

Packet: PRPKT01793 - R Loper 7/7/23

Payroll Set: Storey County - 01

Employee	Employee #	Check Type	Date	Amount	Number
----------	------------	------------	------	--------	--------

*** No Checks Created In This Packet ***



STOREY COUNTY

Payroll Check Register

Direct Deposits

Packet: PRPKT01793 - R Loper 7/7/23
Payroll Set: Storey County - 01

Employee	Employee #	Date	Amount	Number
LOPER, RILEY	<u>1339</u>	07/07/2023	1,144.00	19170



STOREY COUNTY

Payroll Check Register

Employee Pay Summary

Packet: PRPKT01793 - R Loper 7/7/23
Payroll Set: Storey County - 01

Employee	Employee #	Payment Date	Number	Earnings	Deductions	Taxes	Net
LOPER, RILEY	1339	07/07/2023	19170	1,333.69	0.00	189.69	1,144.00
			Totals:	1,333.69	0.00	189.69	1,144.00



STOREY COUNTY

Check Register

Packet: APPKT05537 - 2023-07-14 AP Payments cw

By Check Number

Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank-AP Bank						
406803	BOWERS, BARBARA	07/14/2023	EFT	0.00	494.70	10427
406777	DOWL LLC	07/14/2023	EFT	0.00	9,368.75	10428
404671	PORTER GROUP LLC	07/14/2023	EFT	0.00	10,000.00	10429
406510	SILVER STATE GOVERNMENT RELAT	07/14/2023	Regular	0.00	4,000.00	110772
403795	ALPINE LOCK INC	07/14/2023	Regular	0.00	6.50	110773
100135	ALSCO INC	07/14/2023	Regular	0.00	160.62	110774
406619	AMAZON BUSINESS	07/14/2023	Regular	0.00	240.36	110775
406916	AMERICAN EQUIPMENT SYSTEMS LI	07/14/2023	Regular	0.00	100.00	110776
403651	ARC HEALTH AND WELLNESS	07/14/2023	Regular	0.00	8,637.00	110777
406683	SIERRA MEAT CO	07/14/2023	Regular	0.00	1,365.33	110778
405113	AXON ENTERPRISE, INC	07/14/2023	Regular	0.00	17,567.04	110779
405332	BATTLE BORN DIGIAL MEDIA AND M	07/14/2023	Regular	0.00	422.40	110780
404995	BEAUMONT, BROOK	07/14/2023	Regular	0.00	1,156.26	110781
405275	BELFORE USA	07/14/2023	Regular	0.00	950.00	110782
403959	BENDER, DEBORAH	07/14/2023	Regular	0.00	150.00	110783
101605	SIERRA ELECTRONICS	07/14/2023	Regular	0.00	6,298.26	110784
405077	MACKAY MANSION	07/14/2023	Regular	0.00	987.00	110785
100430	BOARD OF REGENTS (COMPT)	07/14/2023	Regular	0.00	7,500.00	110786
100471	MOUNDHOUSE TRUE VALUE HARDW	07/14/2023	Regular	0.00	32.40	110787
404634	SIX MILE CANYON MINI STORAGE	07/14/2023	Regular	0.00	60.00	110788
403621	ROADSHOWS, INC	07/14/2023	Regular	0.00	3,000.00	110789
403671	WASHOE CLUB MUSEUM	07/14/2023	Regular	0.00	810.00	110790
404057	CAMELOT PARTY RENTALS INC	07/14/2023	Regular	0.00	1,408.10	110791
99763	CANYON GENERAL IMPROVEMENT I	07/14/2023	Regular	0.00	6,052.50	110792
100475	CAPITAL CITY AUTO PARTS	07/14/2023	Regular	0.00	33.98	110793
100792	CAPITAL FORD INC	07/14/2023	Regular	0.00	102.86	110794
404500	CARSON DODGE CHRYSLER INC	07/14/2023	Regular	0.00	82.40	110795
405831	CARSON NOW LLC	07/14/2023	Regular	0.00	200.00	110796
404216	CARSON VALLEY OIL CO	07/14/2023	Regular	0.00	7,659.48	110797
99720	CASELLE INC	07/14/2023	Regular	0.00	278.00	110798
406919	CCMSI	07/14/2023	Regular	0.00	2,195.00	110799
405519	CIGNA HEALTH & LIFE INSURANCE C	07/14/2023	Regular	0.00	21,183.48	110800
405357	PUBLIC WORKS	07/14/2023	Regular	0.00	1,108.41	110801
100505	CITY OF CARSON TREASURER	07/14/2023	Regular	0.00	30.00	110802
406028	FINDER'S KEEPERS	07/14/2023	Regular	0.00	604.23	110803
405134	CMC TIRE INC	07/14/2023	Regular	0.00	16,151.60	110804
403822	COLLECTION SERVICE OF NEV	07/14/2023	Regular	0.00	16.15	110805
100655	COMMUNITY CHEST INC	07/14/2023	Regular	0.00	82,293.75	110806
403990	COMSTOCK CEMETERY FOUNDATIO	07/14/2023	Regular	0.00	2,493.75	110807
404833	COMSTOCK FOUNDATION FOR HIST	07/14/2023	Regular	0.00	180.00	110808
403887	COMSTOCK GOLD MILL LLC	07/14/2023	Regular	0.00	201.00	110809
103220	ON THE SIDE GRAPHICS & SIGNS	07/14/2023	Regular	0.00	662.00	110810
404466	FIRST CHOICE COFFEE SRV	07/14/2023	Regular	0.00	307.55	110811
99652	COMSTOCK CHRONICLE	07/14/2023	Regular	0.00	892.50	110812
406910	DESERT ORDNANCE LLC	07/14/2023	Regular	0.00	6,800.00	110813
406163	DIVIDE GRAPHICS	07/14/2023	Regular	0.00	48.00	110814
406787	ERIC'S MOBILE GLASS LLP	07/14/2023	Regular	0.00	600.00	110815
403835	EWING IRRIGATION PRODUCTS, INC	07/14/2023	Regular	0.00	1,059.60	110816
406923	LOST IN TIME	07/14/2023	Regular	0.00	1,102.00	110817
404509	FASTENAL COMPANY	07/14/2023	Regular	0.00	1,915.93	110818
101485	FERGUSON ENTERPRISES INC	07/14/2023	Regular	0.00	249.29	110819
405264	FIDELITY SECURITY LIFE INSURANCE	07/14/2023	Regular	0.00	230.18	110820
102575	NAPA AUTO AND TRUCK PARTS	07/14/2023	Regular	0.00	133.88	110821
405746	FIRST TACTICAL LLC	07/14/2023	Regular	0.00	2,120.25	110822

Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
405969	FLEETPRIDE, INC	07/14/2023	Regular	0.00	392.62	110823
100826	FOURTH WARD SCHOOL MUSEUM	07/14/2023	Regular	0.00	30,144.50	110824
404640	GLADDING, EDWARD A.	07/14/2023	Regular	0.00	405.00	110825
100856	GRANITE CONSTRUCTION COMPAN	07/14/2023	Regular	0.00	1,620.26	110826
406103	MISBEHAVEN FARMS, LLC	07/14/2023	Regular	0.00	406.00	110827
404394	GTP ACQUISITIONS PARTNERS, LLC	07/14/2023	Regular	0.00	1,235.35	110828
404778	HAT, LTD	07/14/2023	Regular	0.00	1,471.27	110829
405293	HIGHLAND ELECTRIC AND LIGHTING	07/14/2023	Regular	0.00	200.00	110830
406603	HUSTLER HYDRAULICS LLC	07/14/2023	Regular	0.00	28.20	110831
404328	INTERCEPT INC	07/14/2023	Regular	0.00	900.00	110832
100978	INTERSTATE OIL CO	07/14/2023	Regular	0.00	2,629.51	110833
100885	IRON MOUNTAIN	07/14/2023	Regular	0.00	1,674.15	110834
403834	IT1 SOURCE LLC	07/14/2023	Regular	0.00	132,357.24	110835
406668	IWORQ SYSTEMS INC.	07/14/2023	Regular	0.00	7,000.00	110836
103317	SILVER STATE INTERNATIONAL TRUC	07/14/2023	Regular	0.00	645.84	110837
403269	JET PLUMBING & DRAIN SERVICES	07/14/2023	Regular	0.00	180.00	110838
406428	J W WELDING SUPPLIES & TOOLS	07/14/2023	Regular	0.00	268.49	110839
406617	JOHN H BURROWS INC	07/14/2023	Regular	0.00	571.32	110840
406868	J-U-B ENGINEERS, INC	07/14/2023	Regular	0.00	36,156.40	110841
405263	KANSAS CITY LIFE INS CO	07/14/2023	Regular	0.00	29.61	110842
404335	VIDEO VELOCITY	07/14/2023	Regular	0.00	120.00	110843
101040	L N CURTIS & SONS	07/14/2023	Regular	0.00	615.20	110844
404241	LEXIPOL LLC	07/14/2023	Regular	0.00	12,592.06	110845
404557	LIBERTY ENGINE CO NO 1 INC	07/14/2023	Regular	0.00	2,500.00	110846
101030	LIFE-ASSIST INC	07/14/2023	Regular	0.00	1,828.04	110847
404102	LIQUID BLUE EVENTS LLC	07/14/2023	Regular	0.00	2,400.00	110848
404102	LIQUID BLUE EVENTS LLC	07/14/2023	Regular	0.00	1,683.60	110849
405548	LUMOS & ASSOCIATES, INC	07/14/2023	Regular	0.00	124,413.00	110850
405307	THE TOMBSTONE COWBOYS/HELLD	07/14/2023	Regular	0.00	3,720.00	110851
406914	MELTON, GREG BRIAN	07/14/2023	Regular	0.00	108.00	110852
406921	MEYER, NICOLE B	07/14/2023	Regular	0.00	2,000.00	110853
101228	NEV ADMIN BLDG & GROUNDS	07/14/2023	Regular	0.00	18,743.61	110854
101226	NEV COMPTROLLER	07/14/2023	Regular	0.00	8,282.00	110855
101226	NEV COMPTROLLER	07/14/2023	Regular	0.00	314,620.02	110856
101226	NEV COMPTROLLER	07/14/2023	Regular	0.00	7,549.00	110857
101226	NEV COMPTROLLER	07/14/2023	Regular	0.00	3,868.00	110858
403347	NEV DEPT BUSINESS & INDUS	07/14/2023	Regular	0.00	318.00	110859
101220	NEV DIV OF MINERALS	07/14/2023	Regular	0.00	10.00	110860
101319	NEV PUBLIC DEFENDER	07/14/2023	Regular	0.00	24,568.17	110861
404715	NEVADA ASSOCIATION OF EMPLOYE	07/14/2023	Regular	0.00	1,780.00	110862
406706	AT&T NEVADA	07/14/2023	Regular	0.00	58.69	110863
403632	NEVADA BLUE LTD (RNO)	07/14/2023	Regular	0.00	100.00	110864
101269	NEVADA LEGAL SERVICE INC	07/14/2023	Regular	0.00	686.86	110865
404854	NEVIN, MIKE	07/14/2023	Regular	0.00	2,588.86	110866
406600	NORTHWEST FIRE FIGHTER BENEFIT	07/14/2023	Regular	0.00	5,274.09	110867
404163	SILVER STATE BARRICADE & SIGN	07/14/2023	Regular	0.00	1,935.87	110868
99806	CONCENTRA MED CNTR/ADV SPCLS	07/14/2023	Regular	0.00	482.00	110869
102782	OFFICE DEPOT	07/14/2023	Regular	0.00	110.96	110870
406417	OOSOSHARP, LLC	07/14/2023	Regular	0.00	2,005.16	110871
404118	OPTUMINSIGHT INC	07/14/2023	Regular	0.00	356.25	110872
405127	O'REILLY AUTO PARTS	07/14/2023	Regular	0.00	2,480.06	110873
404870	LAW OFFICE OF JOAN OSBORNE	07/14/2023	Regular	0.00	1,520.00	110874
404746	OTIS ELEVATOR COMPANY	07/14/2023	Regular	0.00	3,409.20	110875
403104	OVERHEAD DOOR CO OF NV RENO I	07/14/2023	Regular	0.00	310.00	110876
403895	WAY IT WAS MUSEUM	07/14/2023	Regular	0.00	255.00	110877
404837	PIPER'S OPERA HOUSE	07/14/2023	Regular	0.00	42.00	110878
404837	PIPER'S OPERA HOUSE	07/14/2023	Regular	0.00	94.00	110879
403329	PROTECTION DEVICES INC	07/14/2023	Regular	0.00	759.70	110880
404398	RAD STRATEGIES INC	07/14/2023	Regular	0.00	8,340.35	110881
404398	RAD STRATEGIES INC	07/14/2023	Regular	0.00	5,500.00	110882
403943	RENO TAHOE TERRITORY	07/14/2023	Regular	0.00	1,000.00	110883

Check Register

Packet: APPKT05537-2023-07-14 AP Payments cw

Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
404516	RFI COMMUNICATIONS & SECURITY	07/14/2023	Regular	0.00	546.00	110884
405459	LINDA RITTER CONSULTING	07/14/2023	Regular	0.00	805.00	110885
404911	RON'S REFRIGERATION, INC	07/14/2023	Regular	0.00	190.00	110886
200395	SAINT MARYS ARTCENTER INC	07/14/2023	Regular	0.00	49,001.80	110887
101568	SANI-HUT COMPANY INC	07/14/2023	Regular	0.00	840.00	110888
404675	SUPERIOR POOL PRODUCTS	07/14/2023	Regular	0.00	868.55	110889
406366	SEMI SERVICE, INC	07/14/2023	Regular	0.00	2,590.88	110890
406778	SILVER STATE ANALYTICAL LABORAT	07/14/2023	Regular	0.00	2,698.00	110891
406776	SHAKESPEARE UNLIMITED	07/14/2023	Regular	0.00	16,570.34	110892
406367	SHEPHERD SCOTT F.	07/14/2023	Regular	0.00	500.00	110893
405081	SHERMARK DISTRIBUTORS INC	07/14/2023	Regular	0.00	680.35	110894
404187	SHOAF, BRIAN ALLEN	07/14/2023	Regular	0.00	24.00	110895
101632	SIERRA PEST CONTROL INC	07/14/2023	Regular	0.00	55.00	110896
406793	SNOQUIP, INC	07/14/2023	Regular	0.00	1,163.16	110897
404638	SOLENIS, LLC	07/14/2023	Regular	0.00	1,509.66	110898
101658	SPB UTILITY SERVICES INC	07/14/2023	Regular	0.00	5,409.00	110899
101717	ST CO SCHOOL DISTRICT	07/14/2023	Regular	0.00	45,745.30	110900
101745	ST CO WATER SYSTEM	07/14/2023	Regular	0.00	571.24	110901
101745	ST CO WATER SYSTEM	07/14/2023	Regular	0.00	6,291.03	110902
402848	MARK STAFFORD REAL ESTATE APPI	07/14/2023	Regular	0.00	18,037.50	110903
404487	STANARD & ASSOCIATES, INC.	07/14/2023	Regular	0.00	392.00	110904
405695	STANDLEY, BRUCE	07/14/2023	Regular	0.00	200.00	110905
405475	STAPLES BUSINESS ADVANTAGE	07/14/2023	Regular	0.00	241.83	110906
101229	STATE OF NEVADA	07/14/2023	Regular	0.00	1,945.00	110907
101229	STATE OF NEVADA	07/14/2023	Regular	0.00	238,414.74	110908
401352	STOREY COUNTY JEEP POSSE	07/14/2023	Regular	0.00	2,500.00	110909
406494	ROY C STRALLA ATTORNEY AT LAW	07/14/2023	Regular	0.00	3,375.00	110910
403892	PONDEROSA MINE TOURS	07/14/2023	Regular	0.00	3,379.00	110911
405244	SUTTON HAGUE LAW CORP	07/14/2023	Regular	0.00	375.00	110912
406915	TECTONICS DESIGN GROUP	07/14/2023	Regular	0.00	2,425.00	110913
405124	CHOLLAR MINE 1859 LLC	07/14/2023	Regular	0.00	1,858.50	110914
405185	THATCHER COMPANY OF NEVADA, I	07/14/2023	Regular	0.00	1,289.73	110915
404615	THE ANTOS AGENCY	07/14/2023	Regular	0.00	2,575.00	110916
405997	THE DIVIDE LLC	07/14/2023	Regular	0.00	50.00	110917
103306	PURCHASE POWER	07/14/2023	Regular	0.00	1,900.00	110918
404030	TAHOE SIERRA DISTRIBUTING CO	07/14/2023	Regular	0.00	462.00	110919
403225	TRI GENERAL IMPROVEMENT	07/14/2023	Regular	0.00	232.85	110920
402935	PURE WATER SYSTEMS OF NEVADA	07/14/2023	Regular	0.00	49.95	110921
406738	UBEO BUSINESS SERVICES	07/14/2023	Regular	0.00	35.38	110922
102962	UNIFORMITY	07/14/2023	Regular	0.00	155.96	110923
406623	US FOODS INC	07/14/2023	Regular	0.00	5,443.46	110924
101845	US POSTOFFICE (VC)	07/14/2023	Regular	0.00	150.00	110925
101845	US POSTOFFICE (VC)	07/14/2023	Regular	0.00	300.00	110926
101845	US POSTOFFICE (VC)	07/14/2023	Regular	0.00	114.00	110927
404486	USA CASH SERVICES MGT INC	07/14/2023	Regular	0.00	786.69	110928
404790	VALDEZ, FRANK	07/14/2023	Regular	0.00	3,971.55	110929
405735	VC TOURS LLC	07/14/2023	Regular	0.00	732.00	110930
403983	VCTC	07/14/2023	Regular	0.00	50.00	110931
405282	VETERANS OF FOREIGN WARS OF TH	07/14/2023	Regular	0.00	2,500.00	110932
403894	VIRGINIA & TRUCKEE RR CO, INC.	07/14/2023	Regular	0.00	3,966.00	110933
403723	VIRGINIA HIGHLANDS VFD	07/14/2023	Regular	0.00	1,250.00	110934
101899	GRAINGER	07/14/2023	Regular	0.00	23.68	110935
404455	WA STATE DEPT OF CORRECT	07/14/2023	Regular	0.00	157.34	110936
406904	EVIDENT INDUSTRIES LLC	07/14/2023	Regular	0.00	824.98	110937
101932	WASHOE CO SHERIFFS OFFICE	07/14/2023	Regular	0.00	550.00	110938
406756	WASHOE COUNTY SENIOR SERVICES	07/14/2023	Regular	0.00	3,002.01	110939
405574	WASHOE COUNTY FORENSIC SCIENC	07/14/2023	Regular	0.00	570.00	110940
101921	WESTERN NEV DEVELOP DIST	07/14/2023	Regular	0.00	5,000.00	110941
101920	WESTERN NEVADA SUPPLY CO	07/14/2023	Regular	0.00	2,784.75	110942
405794	WHARTON CONCRETE FORMING SU	07/14/2023	Regular	0.00	178.83	110943
406773	WILEY, CINDY J	07/14/2023	Regular	0.00	919.29	110944

Check Register

Packet: APPKT05537-2023-07-14 AP Payment:

Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
404295	WELLS ONE COMMERCIAL CARD	07/14/2023	Bank Draft	0.00	28,697.85	DFT00014

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	336	173	0.00	1,448,410.88
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	50	1	0.00	28,697.85
EFT's	6	3	0.00	19,863.45
	392	177	0.00	1,496,972.18

County Commissioners approval is reported in the
Board of County Commissioners Meeting Minutes

Cory Yung 7/13/23
Processed & Submitted to Treasurer by Comptroller Admin Date

Approved By:

McG 7.13.23
Comptroller Date

R. G. Givens 7.14.23
Treasurer Date

Walter J. B. B. 7/17/23
Date

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash Account	7/2023	1,496,972.18
			<u>1,496,972.18</u>



STOREY COUNTY

Check Register

Packet: APPKT05556 - 2023-07-21 Special Check SO-OHV Gr

By Check Numl

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank-AP Bank						
405609	MICHAEL'S RENO SUZUKI YAMAHA I	07/21/2023	Regular	0.00	34,276.25	110958

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	1	1	0.00	34,276.25
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	0	0	0.00	0.00
	1	1	0.00	34,276.25

County Commissioners approval is reported in the
Board of County Commissioners Meeting Minutes

Kyra Chavira 20230721
Processed & Submitted to Treasurer by Comptroller Admin Date

Approved By:

[Signature] 7-21-23
Comptroller Date
[Signature] 7/21/23
Treasurer Date

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash Account	7/2023	34,276.25
			<u>34,276.25</u>



STOREY COUNTY

Vendor History Report By Vendor Name

Posting Date Range 07/21/2023 - 07/21/2023

Payment Date Range 07/21/2023 - 07/21/2023

Payable Number Item Description	Description Units	Price	Post Date Amount	1099 Account Number	Payment Number Account Name	Payment Date Account Name	Amount Dist Amount	Shipping Dist Amount	Tax	Discount	Net	Payment
Vendor Set: 01 - Storey County Vendors												
404300 - INTERNAL REVENUE SERVICE												
INV0017882 Medicare	Medicare 0.00	0.00	7/21/2023 17,258.24	001-29503-000	DFT0001501	7/21/2023 Medicare	89,288.63 17,258.24	0.00 0.00	0.00	0.00	89,288.63 17,258.24	89,288.63 17,258.24
INV0017883 Social Security	Social Security 0.00	0.00	7/21/2023 2,284.22	001-29505-000	DFT0001502	7/21/2023 Social Security	2,284.22 2,284.22	0.00	0.00	0.00	2,284.22	2,284.22
INV0017884 Federal Income Tax w/held	Federal Income Tax w/h 0.00	0.00	7/21/2023 69,746.17	001-29501-000	DFT0001503	7/21/2023 Federal w/holding	69,746.17 69,746.17	0.00	0.00	0.00	69,746.17	69,746.17
Vendors: (1)							89,288.63	0.00	0.00	0.00	89,288.63	89,288.63
Total 01 - Storey County Vendors:							89,288.63	0.00	0.00	0.00	89,288.63	89,288.63
Vendors: (1)							89,288.63	0.00	0.00	0.00	89,288.63	89,288.63
Report Total:							89,288.63	0.00	0.00	0.00	89,288.63	89,288.63

County Commissioners approval is reported in the
Board of County Commissioners Meeting Minutes

Processed & Submitted to Treasurer by Comptroller Admin

Approved By:

Comptroller

Treasurer

Date

Date

Date



STOREY COUNTY

Vendor History Report

By Vendor Name

Posting Date Range 07/21/2023 - 07/21/2023

Payment Date Range 07/21/2023 - 07/21/2023

Payable Number	Description	Units	Price	Amount	Post Date	1099 Account Number	Payment Number	Account Name	Payment Date	Amount	Shipping Dist Amount	Tax	Discount	Net	Payment
Vendor Set: 01 - Storey County Vendors															
405424 - OPTUM BANK, MEMBER FDIC															
INV00017863	HSA Contributions	0.00	0.00	11,331.93	7/21/2023	001-29506-000	DFT0001498	7/21/2023	Insurances	14,316.93	0.00	0.00	0.00	14,316.93	14,316.93
						020-29506-000			Rds-Ins	11,331.93	0.00	0.00	0.00	11,331.93	11,331.93
						090-29506-000			Wtr-Ins	10,156.53					
						130-29506-000			Swr-Ins	383.40					
						230-29506-000			VCTC-Ins	251.03					
						231-29506-000			Pipers-Ins	240.97					
										210.00					
										90.00					
INV00017864	HSA Contributions	0.00	0.00	2,825.00	7/21/2023	250-29506-000	DFT0001499	7/21/2023	Fire-Ins	2,825.00	0.00	0.00	0.00	2,825.00	2,825.00
						270-29506-000			FireMutual-Ins	2,528.85					
						290-29506-000			Fire-Ins	46.15					
										250.00					
INV00017865	HSA Contributions	0.00	0.00	160.00	7/21/2023	001-29506-000	DFT0001500	7/21/2023	Insurances	160.00	0.00	0.00	0.00	160.00	160.00
										160.00					
Total 01 - Storey County Vendors:										14,316.93	0.00	0.00	0.00	14,316.93	14,316.93
Vendors: (1)										14,316.93	0.00	0.00	0.00	14,316.93	14,316.93
Report Total:										14,316.93	0.00	0.00	0.00	14,316.93	14,316.93

County Commissioners approval is reported in the
Board of County Commissioners Meeting Minutes

Processed & Submitted to Treasurer by Comptroller Admin

Approved By:

Comptroller
Treasurer



Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
405456	Bank Code: AP Bank-AP Bank	PUBLIC EMPLOYEES RETIREMENT BK 07/21/2023	EFT	0.00	72,898.92	10433

Bank Code AP Bank Summary		Payable		Payment	
Payment Type	Count	Count	Count	Discount	Payment
Regular Checks	0	0	0	0.00	0.00
Manual Checks	0	0	0	0.00	0.00
Voided Checks	0	0	0	0.00	0.00
Bank Drafts	0	0	0	0.00	0.00
EFT's	2	1	1	0.00	72,898.92
					72,898.92

County Commissioners approval is reported in the
Board of County Commissioners Meeting Minutes

Processed & Submitted to Treasurer by Comptroller Admin
Date 7/20/23

Approved By:

Comptroller
Treasurer
Date 7-20-23
Date 7/24/23



STOREY COUNTY

Check Register

Packet: APPKT05552 - 2023-07-21 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 B	07/21/2023	EFT	0.00	132,483.09	10430
404869	SCSO EMPLOYEES ASSOCIATIO	07/21/2023	EFT	0.00	396.00	10431
404639	VOYA INSTITUTIONAL TRUST COMP.	07/21/2023	EFT	0.00	8,295.48	10432
300003	AFLAC	07/21/2023	Regular	0.00	1,207.09	110945
300008	AFSCME LOCAL4041	07/21/2023	Regular	0.00	432.01	110946
405610	CALIFORNIA STATE DISBURSEMENT	07/21/2023	Regular	0.00	395.50	110947
405519	CIGNA HEALTH & LIFE INSURANCE C	07/21/2023	Regular	0.00	3,860.00	110948
300001	COLONIAL LIFE & ACCIDENT INS CO	07/21/2023	Regular	0.00	103.38	110949
404704	NATIONWIDE	07/21/2023	Regular	0.00	95.64	110950
406598	MICHIGAN STATE DISBURSEMENT L	07/21/2023	Regular	0.00	393.79	110951
300011	NEVADA STATE TREASURER	07/21/2023	Regular	0.00	4.00	110952
406600	NORTHWEST FIRE FIGHTER BENEFIT	07/21/2023	Regular	0.00	1,920.00	110953
103233	PUBLIC EMPY RETIREMENT SYSTEM	07/21/2023	Regular	0.00	388.00	110954
300010	STATE COLLECTION & DISBURSEMEI	07/21/2023	Regular	0.00	1,147.52	110955
300006	STOREY CO FIRE FIGHTERS ASSOC	07/21/2023	Regular	0.00	1,800.00	110956
300005	WASHINGTON NATIONAL INS	07/21/2023	Regular	0.00	1,417.72	110957

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	19	13	0.00	13,164.65
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	6	3	0.00	141,174.57
	25	16	0.00	154,339.22

County Commissioners approval is reported in the
Board of County Commissioners Meeting Minutes

Processed & Submitted to Treasurer by Comptroller Admin

Date

Approved By:

[Signature]

Comptroller

7.20.23

Date

[Signature]

Treasurer

7/24/23

Date

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash Account	7/2023	154,339.22
			<u>154,339.22</u>



STOREY COUNTY

Payroll Check Register Report Summary

Pay Period: 7/3/2023-7/16/2023

Packet: PRPKT01799 - 2023-07-21 Payroll LS
Payroll Set: Storey County - 01

Type	Count	Amount
Regular Checks	9	8,219.45
Manual Checks	0	0.00
Reversals	0	0.00
Voided Checks	0	0.00
Direct Deposits	204	493,321.88
Total	213	501,541.33

County Commissioners approval is reported in the
Board of County Commissioners Meeting Minutes

Luigi Sur
Processed & Submitted to Treasurer by Comptroller Admin

7/20/23
Date

Approved By:

LMC
Comptroller

7.20.23
Date

Wally J. Smith
Treasurer

7/24/23
Date



STOREY COUNTY

Vendor History Report
By Vendor Name

Posting Date Range 07/07/2023 - 07/07/2023
Payment Date Range 07/07/2023 - 07/07/2023

Payable Number	Description	Units	Price	Post Date	1099	Payment Number	Payment Date	Account Name	Amount	Shipping	Tax	Discount	Net	Payment
Item Description					Account Number				Dist Amount					
Vendor Set: 01 - Storey County Vendors														
404300 - INTERNAL REVENUE SERVICE														
INV0017835	Medicare	0.00	0.00	7/7/2023	001-29503-000	DFT0001490	7/7/2023	Medicare	79,685.69	0.00	0.00	0.00	79,685.69	79,685.69
									15,813.18	0.00	0.00	0.00	15,813.18	15,813.18
									15,813.18					
INV0017836	Social Security	0.00	0.00	7/7/2023	001-29505-000	DFT0001491	7/7/2023	Social Security	1,772.50	0.00	0.00	0.00	1,772.50	1,772.50
									1,772.50					
INV0017837	Federal Income Tax w/held	0.00	0.00	7/7/2023	001-29501-000	DFT0001492	7/7/2023	Federal w/holding	61,808.29	0.00	0.00	0.00	61,808.29	61,808.29
									61,808.29					
INV0017838	Medicare	0.00	0.00	7/7/2023	001-29503-000	DFT0001493	7/7/2023	Medicare	38.68	0.00	0.00	0.00	38.68	38.68
									38.68					
INV0017839	Social Security	0.00	0.00	7/7/2023	001-29505-000	DFT0001494	7/7/2023	Social Security	165.38	0.00	0.00	0.00	165.38	165.38
									165.38					
INV0017840	Federal Income Tax w/held	0.00	0.00	7/7/2023	001-29501-000	DFT0001495	7/7/2023	Federal w/holding	87.66	0.00	0.00	0.00	87.66	87.66
									87.66					
Vendors: (1)									79,685.69	0.00	0.00	0.00	79,685.69	79,685.69
Total 01 - Storey County Vendors:									79,685.69	0.00	0.00	0.00	79,685.69	79,685.69
Vendors: (1)									79,685.69	0.00	0.00	0.00	79,685.69	79,685.69
Report Total:									79,685.69	0.00	0.00	0.00	79,685.69	79,685.69

County Commissioners approval is reported in the
Board of County Commissioners Meeting Minutes

Processed & Submitted to Treasurer by Comptroller Admin

Approved By:

[Signature]
Comptroller

7/10/23
Date

[Signature]
Treasurer

7/17/23
Date

7/10/23 \$291.72
7/17/23 \$79393.97



Board of Storey County Commissioners Agenda Action Report

Meeting date: 8/15/2023 10:00 AM -
BOCC Meeting

Estimate of Time Required: 15 min

Agenda Item Type: Discussion/Possible Action

- **Title:** Discussion, presentation and consideration for possible approval of a three-year contract between Storey County and NEOGOV for a cloud based Human Resources Management Suite for recruitment and onboarding processes not to exceed \$43,855.20 over the term of the contract.
- **Recommended motion:** I (Commissioner) move to approve the three year contract between Storey County and NEOGOV for a cloud based Human Resources Management Suite for recruitment and onboarding processes totaling \$43,855.20.
- **Prepared by:** Brandie Lopez

Department:

Contact Number: 775-847-0968

- **Staff Summary:** The HR Department has been looking for ways to automate our systems and move away from the arcaic ways of recruitment and onboarding processes. We will be making our application process mobile firendly reducing the length of time for the hiring process. Onboarding times will be cut in half by having new employees complete necessary hiring documents before stepping into the office. With governmentjobs.com we will be able to reach job seekers from all over the country with a wider net of advertising.
- **Supporting Materials:** See attached
- **Fiscal Impact:** \$43,855.20
- **Legal review required:** TRUE
- **Reviewed by:**

____ Department Head

Department Name:

____ County Manager

Other Agency Review: _____

- **Board Action:**

☐ Approved

☐ Approved with Modification

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



Terms of Use

Last Updated: February 24, 2023

Governmentjobs.com, Inc. D/B/A NEOGOV on behalf of itself and its subsidiaries PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360) (referred to as “NEOGOV”, “Company,” “we”, “our”, or “us”) offers proprietary web-based software-as-a-service applications, including via mobile applications (collectively, the “SaaS Applications”), and maintains various websites under its control, including www.neogov.com, www.neoed.com, www.powerdms.com, www.governmentjobs.com, and www.schooljobs.com, and the subdomains and subdirectories of each as well as any website applications, content or functionality offered on or through the foregoing (collectively, the “Websites” and together with the SaaS Applications, the “Services”).

By using the Services, you accept and agree to be bound and abide by the following terms and conditions (the “Terms of Use”), together with our Privacy Policy, found at <https://www.neogov.com/privacy-policy>, incorporated herein by reference (the “Privacy Policy”), regardless of whether you registered as a user or you are a job seeker or employer (“you” or “your”). If you do not want to agree to these Terms of Use or the Privacy Policy, you must not access or use the Services. Also, by agreeing to this Terms of Use you waive, to the extent permitted under applicable law, any rights or legal requirements that require an original (non-electronic) signature or the delivery or retention of non-electronic records in order for a contract to be legally binding.

If you use the Services as part of a paid subscription, the Service features and functionalities available to you are determined by the specific terms agreed to between NEOGOV and the organization (e.g., your employer or another entity or person, called the “Customer”) that entered into a separate agreement that governs delivery, access, and use of the Service (the “Customer Contract”). The terms and conditions within such Customer Contract shall control to the extent of any direct conflict with these Terms of Use.

If you are using a SaaS Application on behalf of a Customer, by accessing or using the

SaaS Application, you acknowledge and agree to be bound by these Terms of Use and Privacy Policy and you shall be responsible for (and must have sufficient authority to take) all actions that are performed on or through your registered account, including any procurement or use of third party products or services (and associated disclosure of data) in connection with the SaaS Application. If you have been added or invited to the SaaS Application, the party that administers such SaaS Application (and not you) controls your use of that SaaS Application, including but not limited to adding or removing you from that SaaS Application, enabling or disabling third-party integrations, and managing permissions. Any content that you submit or upload to the SaaS Application may be retained, accessed, used, modified, shared, or removed by the party that administers such SaaS Application. You acknowledge that your account can become managed by the entity that owns or controls the email address domain with which your account was created or registered.

Please read the Terms of Use carefully before you start to use the Services.

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them and apply to all access to and use of the Services thereafter. Your continued use of the Services following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

1. **Eligibility.** These Services are offered and available to users who are 18 years of age or older. By using the Services, you represent and warrant that you are of legal age to form a binding contract with us. Otherwise, you must not access or use the Services. In addition, we are based in the state of California in the United States. The Services can be accessed from certain countries around the world. Access to the Services may not be legal by certain persons or in certain countries. If you access the Services from outside the United States, you do so on your own initiative and are responsible for compliance with local laws. Access to the Services from territories where the Services are illegal is prohibited. You acknowledge that you remain responsible at all times for your compliance with U.S. and all applicable export and related statutes and regulations.

2. **Accessing Services and Account Security.** Subject to your compliance with these Terms of Use, we grant you a non-exclusive, limited, revocable, personal, non-transferable license to use the applicable Services. Unless NEOGOV has entered into a Customer Contract permitting you to use the Services for transactions on the Customer's behalf, you may only use the

Services for transactions on your own behalf. If you use the Services on behalf of a Customer or other entity or natural person, you represent and warrant that you are authorized to do so.

To access the Services or some of the resources offered through the Services, you may be asked to provide certain registration details or other information.

It is a condition of your use of the Services that all the information you provide on the Services is correct, current, and complete. You agree that all information you provide to register with the Services or otherwise, including but not limited to through the use of any interactive features on the Services, is governed by the Privacy Policy and you consent to all actions we take with respect to your information consistent with our Privacy Policy. Terms not defined herein shall retain their meaning as set forth in the Privacy Policy.

If you choose, or are provided with, a user name, password, or any other piece of information, as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to the Services or portions of it using your user name, password, or other security information.

As between you and others (including Customers), your account belongs to you. However, if the Services were purchased by a Customer for you to use, the Customer has the right to control access to and get reports on your use of such paid Service.

You agree to (i) notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security of which you become aware, (ii) assist us using commercially reasonable efforts in maintaining confidentiality, and (iii) assist us as reasonably necessary to enforce our rights and to enable us to comply with any state or federal law requiring the provision of notice of any security breach with respect to any personally identifiable information of the affected or impacted data subjects. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information. We have the right to disable any user name, password, or other identifier, whether chosen by you or provided by us, at any time if, in our opinion, you have violated any provision of these Terms of Use.

3. Termination. You may terminate your account at any time. If you violate any provision of these Terms of Use, your permission from NEOGOV to use the Services will terminate automatically. In addition, NEOGOV may in its sole discretion terminate your account on the Services or suspend or terminate

your access to the Services at any time for any reason, with or without notice. NEOGOV may alter, suspend or discontinue the Services or any portion of the Services without notice. NEOGOV will not be liable whatsoever for any change to the Services or any suspension or termination of your access to or use of the Services.

Our rights to use and disclose your feedback shall survive termination.

4. **Intellectual Property Rights.** The Services and its entire contents, features, and functionality (including but not limited to all information, software, specifications, text, displays, images, video, and audio, code that NEOGOV creates or displays to generate or display content, and the design, design marks, trademarks, service names, slogans, selection, and arrangement thereof)(the “NEOGOV Content”) are owned by NEOGOV and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws. These Terms of Use permit you to use the Services for your personal, non-commercial use only, and in the case of Customers, for internal business use only, subject to the license rights specified in these Terms of Use. Nothing in these Terms of Use shall be construed as granting to you a license to NEOGOV Content under any copyright, trademark, patent, or other intellectual property right except as follows:

1. Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
2. You may store files that are automatically cached by your Web browser for display enhancement purposes.
3. If we provide desktop, mobile, or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end user license agreement for such applications.

No right, title, or interest in or to the Services or any content on the Services is transferred to you, and all rights not expressly granted are reserved by us. Any use of the Services not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark, and other laws.

5. **Trademarks.** “NEOGOV,” “NEOED”, “Governmentjobs.com,” “Schooljobs.com,” “PowerDMS,” and certain other names or logos are our

trademarks, and all related product and service names, design marks, and slogans are our trademarks or service marks, excluding the marks of our partners. You must not use such marks without our prior written permission. We also retain the rights in the designated color schemes and column names provided within the Services. The “look” and “feel” of the Services (including color combinations, button shapes, layout, design, and all other graphical elements not uploaded or implemented by Customers) are also our trademarks or copyrights.

6. Prohibited Uses. You may use the Services only for lawful purposes and in accordance with these Terms of Use. You must not:

1. Submit or post anything to the Services that contains software viruses, worms, or any other harmful code.
2. Create a false identity as a user of the Services, misrepresent your identity, create a profile for anyone other than yourself (a real person), post any incomplete, false, or inaccurate résumé information or information which is not your own accurate résumé, or use or attempt to use another’s account.
3. Disclose information that you do not have the consent to disclose (such as confidential information of a Customer);
4. Reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, license, transfer, sell or transmit or make copies of any NEOGOV Content or materials from the Services or modify, create derivative works from, distribute, publicly display, publicly perform, or sublicense the Services.
5. Delete or alter any legal notices, copyright, trademark, or other proprietary rights notices from copies of materials from this site.
6. Reverse engineer, decompile, disassemble, or otherwise attempt to discover or directly access the source code or any underlying ideas or algorithms of any portions of the Services or any underlying software or component thereof

7. Access or use for any commercial purposes any part of the Services or any services or materials available through the Services (except on behalf of a Customer for internal business use).
8. Reproduce, display, publicly perform, distribute, or otherwise use the Services or the NEOGOV Content in any manner that is likely to cause confusion among consumers, that disparages or discredits NEOGOV, or that interferes or attempts to interfere with the proper working of the Services or any transaction being conducted on the Services, or with any other person's use of the Services.
9. Violate the intellectual property rights of NEOGOV or of others, including copyrights, patents, trademarks, trade secrets or other proprietary rights. For example, copying or distributing (except through the available sharing functionality) the posts or other content of others without their permission.

Further, you agree not to use the Services:

1. In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the U.S. or other countries).
2. For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
3. For the unlawful use of any personally identifiable information of other users of which you may be exposed to.
4. To transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any "junk mail", "chain letter", "spam", or any other similar solicitation.
5. To send unsolicited mail or email, make unsolicited phone calls or send unsolicited texts, tweets or faxes promoting and/or advertising products or services to any user, or contact any users that have specifically requested not to be contacted by you.

6. To respond to any employment opportunity for any reason other than to apply for the job.
 7. To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Services, or which, as determined by us, may harm NEOGOV or users of the Services or expose them to liability.
 8. To use any "page-scrape", "robot", "spider" or other automatic device, program, algorithm or methodology, or any similar process, to access, acquire, copy or monitor any portion of the Services or any NEOGOV Content, or to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Services.
 9. To attempt to gain unauthorized access to any portion or feature of the Service, or any other systems or networks connected to the Services or to any NEOGOV server, or to any of the services offered on or through the Services, by hacking or any other illegitimate means.
 10. To scan or test the vulnerability of the Services or any network connected to the Services, nor breach the security or authentication measures on the Services or any network connected to the Services.
 11. To take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Services or NEOGOV's systems or networks, or any systems or networks connected to the Services, or to NEOGOV or interferes with the proper working of the Services.
 12. To attack the Services via a denial-of-service attack or a distributed denial-of-service attack including via means of overloading, "flooding," "mailbombing," or "crashing,".
 13. To access the Services in order to build, assist, or facilitate the assembly of a competitive product or service, to build a product using similar ideas, features, functions, or graphics of the System, or to copy any ideas, features, functions, or graphics of the Services
- If your use of the Services requires you to comply with industry-specific regulations applicable to such use, you will be solely responsible for such compliance. You may not use the Services in a way that would subject

NEOGOV to those industry-specific regulations without obtaining NEOGOV's prior written agreement, such as using the Services to collect, protect, or otherwise handle "protected health information" (as defined in 45 C.F.R. §160.103 under United States federal regulations).

Your level of access should be limited to ensure your access is no more than necessary to perform your legitimate tasks or assigned duties. If you believe you are being granted access that you should not have, you must immediately notify NEOGOV.

7. **Monitoring and Enforcement; Termination.** You agree that we may monitor the Services to (1) comply with any applicable laws, regulations, or other government requests, (2) operate the Services or to protect our interests and those of our users and members, and (3) for such other purposes as we may deem reasonably necessary or appropriate from time to time. More specifically, we have the right to:

1. Remove or refuse to post any User Contributions (as defined below) for any or no reason in our sole discretion.
2. Take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates the Terms of Use, including the Content Standards set forth below, if we believe that such information could create liability for us, damage our brand or public image, cause us to lose users (in whole or in part), or interfere with the services of our ISPs or other suppliers, or if we believe the User Contribution is abusive, disruptive, offensive, illegal, violates the rights of, or harms or threatens the safety of users or public, infringes any intellectual property right, or violates the law.
3. Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
4. Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Services.
5. Terminate or suspend your access to all or part of the Services for any or no reason, including without limitation, any violation of these Terms of

Use. We have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Services. YOU WAIVE AND HOLD HARMLESS GOVERNMENTJOBS.COM, INC. AND ITS AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER GOVERNMENTJOBS.COM, INC. OR LAW ENFORCEMENT AUTHORITIES. Notwithstanding the foregoing, we are not responsible for screening, policing, editing, or monitoring postings and encourage all users to use reasonable discretion and caution in evaluating or reviewing any post. We assume no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

8. Content Standards. These Content Standards apply to any and all User Contributions and use of the Services. User Contributions must in their entirety comply with all applicable federal, state, local, and international laws and regulations. Without limiting the foregoing, User Contributions must not:

1. Contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.
2. Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
3. Infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person.
4. Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use and our Privacy Policy.

5. Be likely to deceive any person.
6. Promote any illegal activity or advocate, promote, or assist any unlawful act.
7. Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person.
8. Impersonate any person or misrepresent your identity or affiliation with any person or organization.
9. Involve commercial activities or sales, such as contests, sweepstakes, and other sales promotions, barter, or advertising.
10. Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

In addition, you shall be solely responsible for the legality, accuracy and completeness of all records, data, and information provided, submitted, or uploaded by you in connection with this Terms of Use or use of the Services.

9. **User Contributions.** The Services may contain message boards, forums, bulletin boards, and job boards, (collectively, “Interactive Services”) that allow users to post, submit, publish, display, or transmit to other users or other persons (hereinafter, “post”) materials or content, including feedback (collectively, “User Contributions”) on or through the Services. All User Contributions must comply with the Content Standards set out in these Terms of Use. Any User Contribution you post to the site will be considered non-confidential and non-proprietary. You represent that you have all necessary rights to make a post, and you also acknowledge that we have no control over the extent to which any idea or information may be used by any party or person once it is posted or displayed. By providing any User Contribution on the Services, you grant us and our affiliates a royalty-free, perpetual, irrevocable, transferable, non-exclusive right and license for us to adopt, publish, reproduce, disseminate, transmit, distribute, copy, use, create derivative works, and display (in whole or in part) worldwide, or act on such feedback without additional approval or consideration, in any form, media, or technology now known or later developed for the full term of any rights that may exist in such content, and you hereby waive any claim to the

contrary. Notwithstanding this right and license, it is understood that by merely permitting your information, content, and materials to appear on the Services, we do not become a publisher of such information, content, and materials and is merely functioning as an intermediary to enable you to provide and display a posting. Moreover, we assume no responsibility for the deletion of or failure to store any posting and recommends that you do not post, display, or transmit any confidential or sensitive information.

We are under no obligation to edit or control User Contributions and will not be in any way responsible or liable for any User Contributions. You understand that when using the Services, you may be exposed to User Contributions of other users and acknowledge that User Contributions may be inaccurate, offensive, indecent, or objectionable. You agree to waive, and do waive, any legal or equitable right or remedy you may have against NEOGOV with respect to User Contributions. NEOGOV expressly disclaims any and all liability in connection with User Contributions. If notified by a user or content owner that User Contributions allegedly do not conform with these Terms of Use, NEOGOV may investigate the allegation and determine in NEOGOV's sole discretion whether to remove the User Contributions, which NEOGOV reserves the right to do at any time and without notice.

You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not NEOGOV, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness. We are not responsible or liable to any third party for the content or accuracy of any User Contributions posted by you or any other user of the Services.

10. Text Message and Email Communications. We may offer you the opportunity to receive text message and email notifications regarding notices, reminders, status updates, support, administrative message and disclosures, or other related human resource related notices from us or our Customers. Communications through these methods may be routed through a third-party service.

SMS messages will be sent to you strictly in accordance with your preferences, and only after you have explicitly opted in. If you change your mind at any time, and no longer wish to receive SMS messages, reply to a message with the word "OPTOUT" in all capital letters. Afterwards, should you choose to begin receiving messages again, reply with the word "OPTIN" in all capital letters.

Job seekers may also control their receipt of SMS messages through their job seeker Account preferences, by contacting the Customer whom the text

message pertains to, or by notifying NEOGOV Support at:

customersupport@GovernmentJobs.com.

Should you allow SMS messages sent to you by NEOGOV or NEOGOV Customers, you agree to accept such text messages on your mobile phone including messages sent by automated telephone dialing system. You certify that you are the owner of the mobile phone entered or are authorized to use this mobile phone to receive SMS.

You are responsible for all mobile carrier data or text message charges resulting from your use of the Services, including from any notifications provided by the Services. The number of messages you receive will vary depending on the number of jobs you applied to, jobs you searched for, or the number Customers you allow to contact you. You may receive a text message confirming your subscription. NEOGOV reserves the right to suspend or terminate your SMS messages for any reason, with or without notifying you. Since these text message services depend on the functionality of third-party providers, there may be technical delays on the part of those providers.

NEOGOVS may make commercially reasonable efforts to provide alerts in a timely manner with accurate information, but cannot guarantee the delivery, timeliness, or accuracy of the content of any alert. NEOGOV shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance on an alert. If your mobile number changes, you are responsible for informing the Customer of that change. NEOGOV MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY OR IMPLIED AS TO: (i) THE AVAILABILITY OF TELECOMMUNICATION SERVICES FROM YOUR PROVIDER; (ii) ANY LOSS, DAMAGE, OR OTHER SECURITY INTRUSION OF THE TELECOMMUNICATION SERVICES; AND (iii) ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS OR SETTINGS CONNECTED WITH THE SERVICES.

11. Copyright Infringement. Our policy is to respond to notices of alleged infringement that comply with the Digital Millennium Copyright Act ("DMCA"). Copyright-infringing materials found on the Services can be identified and removed via our process listed below, and you agree to comply with such process in the event you are involved in any claim of copyright infringement to which the DMCA may be applicable.

If you believe in good faith that your work has been copied in a way that constitutes copyright infringement, please provide our copyright agent the written information specified below. Please note that this procedure is

exclusively for notifying us that your copyrighted material has been infringed. We do not and will not make any legal decisions about the validity of your claim of infringement or the possible defenses to a claim. When a clear and valid notice is received pursuant to the guidelines set forth below, we will respond by either taking down the allegedly infringing content or blocking access to it. We may contact the notice provider to request additional information. Under the DMCA, we are required to take reasonable steps to notify the user who posted the allegedly infringing content (“Alleged Infringer”). The Alleged Infringer is allowed under the law to send us a counter-notification. Notices and counter-notices are legal notices distinct from regular activities or communications through the Service. We may publish or share them with third parties in our sole discretion (in addition to producing them pursuant to a subpoena or other legal discovery request). Anyone making a false or fraudulent notice or counter-notice may be liable for damages under the DMCA, including costs and attorneys’ fees. Any person who is unsure of whether certain material infringes a copyright held by such person or a third party should contact an attorney.

To file a DMCA notice, the copyright owner must send in a written letter by regular mail only. We reserve the right to ignore a notice that is not in compliance with the DMCA, and we may, but are not obligated to, respond to a non-compliant notice.

A DMCA notice must:

1. Identify specifically the copyrighted work(s) believed to have been infringed (for example, “My copyrighted work is the picture that appears at [list location where material is located].”);
2. Identify the content that a copyright owner claims is infringing upon copyrighted work. The copyright owner must provide information reasonably sufficient to enable us to locate the item on the Service. The copyright owner should provide clear screenshots of the allegedly infringing materials for identification purposes only. The information provided should be as detailed as possible;
3. Provide information sufficient to permit us to contact the copyright owner directly: name, street address, telephone number, and email (if available);

4. If available, provide information sufficient to permit us to notify the Alleged Infringer (email address preferred);
5. Include the following statement: "I have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law";
6. Include the following statement: "I swear, under penalty of perjury, that the information in the notification is accurate and that I am the copyright owner or am authorized to act on behalf of the owner of an exclusive right that is allegedly infringed";
7. Be signed; and
8. Be sent to our DMCA designated agent at the following address:
NEOGOV
Attention: DMCA Designated Agent
2120 Park Place, Suite 100
El Segundo, California 90245
Or by e-mail:
If you are a job seeker, please contact: support@GovernmentJobs.com
If you are a Customer (an employer), please contact:
customersupport@GovernmentJobs.com

12. Reliance on Information Posted. The information presented on or through the Services is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Services, or by anyone who may be informed of any of its contents.

13. Changes to the Services. We may update the content on the Services from time to time, but its content is not necessarily complete or up to date. Any of the material on the Services may be out of date at any given time, and we are under no obligation to update such material.

14. Relay of Content. NEOGOV relays content including but not limited to resumes, cover letters, applications, messages, questionnaire answers,

responses, offer letters and other materials. You acknowledge that you are asking NEOGOV to send this content on your behalf. We process, monitor, review, store and analyze such content, for data analysis, security, quality control, enforcement of the Terms of Use, content moderation, and to improve the Services. As a result, or due to technical malfunction, in certain circumstances such content may be delayed or may not be delivered to the intended recipient. NEOGOV may notify you in such an event. By using the Services, you acknowledge that this activity is necessary for maintaining the quality and provisioning of the Services.

15. Linking to the Services and Social Media Features. You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part without our express written consent. We may disable all or any social media features and any links at any time without notice in our discretion.

16. Additional Terms for Third-Party Services. The Services may help users to access and connect to third parties offering their services outside of the NEOGOV Services (PowerLine, PowerEngage, etc.) or third parties offering their services integrated with NEOGOV Services (i.e. background check providers and skills assessors). NEOGOV does not perform nor employ individuals to perform these services. You acknowledge that NEOGOV does not supervise, direct, control or monitor such third parties in the performance of these services

1. Links and Third-Party Content on the Services. If the Services contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them. We do not control these services and are not responsible for their availability, content, or any malware accessed through them. Your correspondence or any other dealings with third parties found on the Services are solely between you and such third party. Accordingly, we expressly disclaim responsibility and liability for all third-party provided materials, programs, products, and services contained on or accessed through the Services, and you agree that we

shall not be responsible for any loss or damage of any sort incurred as a result of any such dealings or as the result of the presence of such third parties on the Services. If you decide to access any of the third-party websites linked to the Services, you do so entirely at your own risk and subject to the terms and conditions of use for such websites. You are advised to read all terms and conditions of any third-party service.

2. Specific Third-Party Providers.

Background Checks. Some of the Services allow users to use our third-party background check partner's services to submit an application and background check to a Customer. If you are a job seeker or personnel using the background check services, you authorize NEOGOV to obtain your background check report, including criminal and eviction history, and to share that information with Customers you submit an application to, and agree to the background check companies terms of use or related end user agreement available at the background check companies' website. If you are personnel or other Customer agent using the background check services on behalf of a Customer, you agree to use the background check reports in compliance with law and agree to the background check companies terms of use or related end user agreement available at the background check companies' website.

17. NEOGOV is not an employer. You acknowledge that NEOGOV exercises no control over employer human resource practices implemented using the Service or decisions as to employment, promotion, termination, or compensation of any job seeker or personnel. Employers are solely responsible for their postings on the Services. NEOGOV is not to be considered to be an employer with respect to your use of any NEOGOV Service and NEOGOV shall not be responsible for any employment decisions, for whatever reason, made by any entity posting jobs on any NEOGOV Service. In addition, employers are responsible for the privacy, collection, use, retention and processing of employer owned data, and providing any and all notices regarding the foregoing, in compliance with all applicable laws.

18. NEOGOV is not a healthcare provider. Through certain the Services, NEOGOV may make certain healthcare services available to you. NEOGOV is not a healthcare provider. NEOGOV's role is limited to making certain telehealth related information available to you and/or facilitate your access to

telemedicine, expert medical services, and/or emergency medical services. NEOGOV is independent from healthcare providers who provide telemedicine services and is not responsible for such healthcare providers' acts, omissions or for any content or communications made by them.

NEOGOV does not engage in the practice of medicine.

The Services do not provide medical advice and do not create a healthcare provider/patient relationship between you and NEOGOV or otherwise. Any Services, or content accessed from the Services, are for informational purposes only and are not intended to replace the advice of your healthcare provider. Please consult your doctor or other qualified healthcare provider if you have any questions about a medical condition. Call 911 or Your doctor or other qualified healthcare provider for all medical emergencies. NEOGOV IS NOT RESPONSIBLE OR LIABLE FOR ANY ADVICE, COURSE OF TREATMENT, DIAGNOSIS OR ANY OTHER TREATMENT OR INFORMATION THAT YOU MAY OBTAIN THROUGH THE SERVICES.

19. NEOGOV's Disclaimers. You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Services will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data.

NEOGOV SHALL NOT BE LIABLE FOR ANY DAMAGES, COSTS, EXPENSES OR OTHER CONSEQUENCES INCURRED BY YOU OR ANY OTHER PERSON OR ENTITY AS A RESULT OF DELAY IN OR INABILITY TO DELIVER ANY SERVICES DUE TO CIRCUMSTANCES OR EVENTS BEYOND NEOGOV's REASONABLE CONTROL, INCLUDING, WITHOUT LIMITATION: (A) ACTS OF GOD; (B) CHANGES IN OR IN THE INTERPRETATION OF ANY LAW, RULE, REGULATION, OR ORDINANCE; (C) STRIKES, LOCKOUTS, OR OTHER LABOR PROBLEMS; (D) TRANSPORTATION DELAYS; (E) UNAVAILABILITY OF SUPPLIES OR MATERIALS; (F) FIRE OR EXPLOSION; (G) RIOT, MILITARY ACTION, OR USURPED POWER; OR (H) ACTIONS OR FAILURES TO ACT ON THE PART OF A GOVERNMENTAL AUTHORITY.

NEOGOV DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM THE NEOGOV SERVICES AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT YOUR CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF).

ALTHOUGH NEOGOV WILL USE COMMERCIALY REASONABLE EFFORTS TO TAKE ALL ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, NEOGOV CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, NEOGOV DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS.

YOUR USE OF THE SERVICES, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES IS AT YOUR OWN RISK. THE SERVICES, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER NEOGOV NOR ANY PERSON ASSOCIATED WITH NEOGOV MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE SERVICES. WITHOUT LIMITING THE FOREGOING, NEITHER NEOGOV NOR ANYONE ASSOCIATED WITH NEOGOV REPRESENTS OR WARRANTS THAT THE SERVICES, ITS CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE SERVICES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

TO THE FULLEST EXTENT PROVIDED BY LAW, NEOGOV HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

20. Limitation on Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL NEOGOV, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS HAVE ANY LIABILITY TO YOU OR TO ANY OTHER PERSON OR ENTITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, YOUR USE, OR INABILITY TO USE, THE SERVICES, UNDER ANY CIRCUMSTANCE, CAUSE OF ACTION OR THEORY OF LIABILITY, OR DUE TO ANY EVENT WHATSOEVER, FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, PERSONAL INJURY, PAIN AND

SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF BUSINESS OPPORTUNITY OR PROFIT, LOSS OF USE, LOSS OF GOODWILL OR BUSINESS STOPPAGE, LOSS OF DATA, EVEN IF FORESEEABLE OR NEOGOV KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

WITHOUT LIMITATION OF THE FOREGOING, EXCEPT FOR DAMAGES ARISING OUT OF NEOGOV's GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, THE TOTAL LIABILITY OF NEOGOV, ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS, AND LICENSORS, FOR ANY AND ALL CLAIMS UNDER THIS AGREEMENT SHALL NOT EXCEED ONE HUNDRED (\$100.00) U.S. DOLLARS.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

21. Indemnification. To the extent permitted by law, You agree to defend, indemnify, and hold harmless NEOGOV, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Services, including, but not limited to, your User Contributions, any use of the Services' content, services, and products other than as expressly authorized in these Terms of Use or your use of any information obtained from the Services.

22. General. Unless otherwise stipulated, the Terms of Use, Privacy Policy, and documents incorporated herein constitute the sole and entire agreement between you and NEOGOV regarding the Services and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Services. You may not assign any part of this Terms of Use without NEOGOV's prior written consent. No waiver of any obligation or right of either party shall be effective unless in writing, executed by the party against whom it is being enforced. All matters relating to the Services and these Terms of Use and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction). Any legal suit, action, or proceeding arising out of, or related to, these Terms of Use or the Services shall be instituted exclusively in

the federal courts of the United States or the courts of the State of California in each case located in the City of Los Angeles and County of Los Angeles although we retain the right to bring any suit, action, or proceeding against you for breach of these Terms of Use in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts. At our sole discretion, we may require you to submit any disputes arising from the use of these Terms of Use or the Services, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying California law.

23. Waiver and Severability. No waiver by NEOGOV of any term or condition set out in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of NEOGOV to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision. If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

24. Your Comments and Concerns.

This website is operated by GovernmentJobs.com, Inc. with offices at 2120 Park Place, Suite 100, El Segundo, CA 90245.

For further information relating to the legal issues contained in these Terms or problem reports regarding this service, please contact using the following:

If you are a job seeker, please contact: support@GovernmentJobs.com

If you are a Customer (an employer), please contact:
customersupport@GovernmentJobs.com

Sign up for Our Newsletter

Email address...

SERVICES AGREEMENT

V040123

You agree that by placing an order through a NEOGOV standard ordering document such as an "Order Form", "Service Order," "Ordering Document," "SOW" or other document mutually agreed by the parties detailing the services, pricing and subscription term (each, an "Order Form" for purposes of this Agreement), you agree to follow and be bound by the terms and conditions set forth herein. "Governmentjobs.com", "NEOGOV", "we", and "our" means Governmentjobs.com, Inc. (D/B/A/ NEOGOV), for and on behalf of itself and its subsidiaries PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360) (collectively, "NEOGOV" and, where applicable, its other affiliates; "Customer", "you", "your" means the NEOGOV client, customer, and/or the subscriber identified in the Order Form).

"Services Agreement" or the "Agreement" shall be used to collectively refer to this NEOGOV Services Agreement, documents incorporated herein including the applicable Order Form, each Addendum (as applicable), and Special Conditions (if any). "Addendum" means each Addendum set forth either as an Exhibit hereto or otherwise made available at <https://www.neogov.com/service-specifications> (the "NEOGOV Site") and, as applicable, made a part of this Agreement. "Special Conditions" means individually negotiated variations, amendments and/or additions to this Service Agreement of which are either drafted, or incorporated by reference, into the Order Form.

1. **Provision of Services.** Subject to the terms of this Agreement NEOGOV hereby agrees to provide Customer with access to its SaaS Applications and Professional Services (each defined below) included or ordered by Customer in the applicable Order Form (collectively referred to as the "Services"). Customer hereby acknowledges and agrees that NEOGOV's provision and performance of, and Customer's access to, the Services is dependent and conditioned upon Customer's full performance of its duties, obligations and responsibilities hereunder. This Agreement entered into as of the earlier of: (i) date of your signature on an applicable Order Form; or (ii) use of the Services commences (the "Effective Date"). The Agreement supersedes any prior and contemporaneous discussions, agreements or representations and warranties.
2. **SaaS Subscription.**
 - a) **Subscription Grant.** "SaaS Applications" means each proprietary NEOGOV web-based software-as-a-service application that may be set forth on an Order Form and subsequently made available by NEOGOV to Customer, and associated components as described in any written service specifications made available to Customer by NEOGOV (the "Service Specifications"). Subject to and conditioned on Customer's and its Authorized Users' compliance with the terms and conditions of this Agreement, NEOGOV hereby grants to Customer a limited, non-exclusive, non-transferable, and non-sublicensable right to (i) onboard, access and use, and to permit Authorized Users to onboard, access and use, the SaaS Applications specified in the Order Form solely for Customer's internal, non-commercial purposes; (ii) generate, print, and download Customer Data as may result from any access to or use of the SaaS Applications; and (iii) train Authorized Users in uses of the SaaS Applications permitted hereunder (these rights shall collectively be referred to as the "SaaS Subscription"). "Authorized Users" means (1) Customer employees, agents, contractors, consultants ("Personnel") who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Services Agreement and (2) for whom access to the Services has been purchased hereunder. You shall not exceed the usage limits (if any) as detailed in the user tier in the applicable Order Form. You may not access the SaaS Applications if you are a direct competitor of NEOGOV or its affiliates. In addition, you may not access the SaaS Applications for purposes of monitoring their availability, performance, or functionality, or for any other benchmarking or competitive purposes. You shall be responsible for each Authorized User's access to and use of the SaaS Applications and compliance with applicable terms and conditions of this Agreement.
 - b) **Subscription Term.** Unless otherwise specified in an applicable Order Form, SaaS Subscriptions shall commence on the Effective Date and remain in effect for twelve (12) consecutive months, unless terminated earlier in accordance with this Agreement (the "Initial Term"). Thereafter, SaaS Subscriptions shall automatically renew for successive twelve (12) month terms (each a "Renewal Term" and together with the Initial Term, collectively, the "Term") unless a party delivers to the other party, at least thirty (30) days prior to the expiration of the Initial Term or the applicable Renewal Term, written notice of such party's intention to not renew the SaaS Subscriptions, or unless terminated earlier in accordance with this Agreement. The Term for the Services is a continuous and non-divisible commitment for the full duration regardless of any invoice schedule. The purchase of any Service is separate from any other order for any other Service. Customer may purchase certain Services independently of other Services. Your obligation to pay for any Service is not contingent on performance of any other Service or delivery of any other Service.
3. **Customer Responsibilities.** Customer will not, and will ensure its Authorized Users do not (a) make any of the Services available to anyone other than Authorized Users or use any Services for the benefit of anyone other than Customer and its Authorized Users, unless otherwise agreed in writing by the parties, (b) sell, resell, license, sublicense, distribute, make

available, rent or lease any of the Services, or include any of the Services in a service bureau or outsourcing offering, unless otherwise agreed in writing by the parties, (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of the privacy rights, publicity rights, copyright rights, or other rights of any person or entity, (d) use the Services to store or transmit code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses, (e) interfere with or disrupt the integrity or performance of the Services (including, without limitation, activities such as security penetration tests, stress tests, and spamming activity), (f) attempt to gain unauthorized access to the Services or its related systems or networks, (g) disassemble, reverse engineer, or decompile the Services, or modify, copy, or create derivative works based on the Services or any part, feature, function or user interface thereof, (h) remove the copyright, trademark, or any other proprietary rights or notices included within NEOGOV Intellectual Property and on and in any documentation or training materials, or (i) use the Services in a manner which violates the terms of this Agreement, any Order Form or any applicable laws.

4. Professional Services. "Professional Services" shall mean professional services purchased by Customer as detailed in an applicable Order Form or NEOGOV Scope of Work (SOW) describing the work to be performed, fees, and any applicable milestones, dependencies, and other technical specifications or related information. Professional Services may include training, implementation, and best practices of and concerning the SaaS Applications. Professional Services are subject to the terms of the Professional Services Addendum made available on the NEOGOV Site and made a part hereof and may be subject to additional terms pursuant to an SOW and Service Specifications describing, if applicable, the work to be performed, fees, and any applicable milestones, dependencies, and other technical specifications or related information. Order Forms or SOWs must be signed by Customer before NEOGOV shall commence work. If Customer executes a separate SOW, this Agreement and documents incorporated herein (including but not limited to the Professional Services Addendum) shall control in the event of a conflict with the terms of the SOW. All Professional Services purchased by Customer must be utilized within twelve (12) months of the date of the applicable Order Form or SOW.
5. Payment Terms.
 - a) Fees. Customer shall pay all Subscription, Onboarding and Set-Up fees ("Subscription Fees") and Professional Service fees ("Professional Service Fees", collectively the "Fees") as set forth in an Order Form within thirty (30) days of the date of NEOGOV's invoice. Fees shall be invoiced annually in advance and in a single invoice for each Term. Unless explicitly stated otherwise in an Order Form, all payments due under an Order Form are expressed in and shall be paid in U.S. dollars. Invoices shall be delivered to the stated "Bill To" party on the Order Form. Unless explicitly provided otherwise, once placed the Order Form is non-cancellable and sums paid nonrefundable. Any invoiced amount that is not received by NEOGOV when due as set forth in an Order Form will be subject to a late payment fee of 1.5% per month or the maximum rate permitted by law, whichever is lower. If any amount owing by Customer is more than 30 days overdue, NEOGOV may, without limiting its other rights and remedies, suspend the Services until such amounts are paid in full. If Subscription Fees are based upon the Authorized User or employee count as may be specified in an Order Form, Customer shall owe NEOGOV supplemental Subscription Fees to the extent Customer exceeds the number of Authorized Users or employees set forth in the Order Form. Except as otherwise specifically stated in the Order Form, NEOGOV may change the charges for the Services with effect from the start of each Renewal Term by providing Customer with new pricing at least thirty (30) day notice prior to commencement of a Renewal Term. The new pricing shall be deemed to be effective if Customer (a) returns an executed Order Form to NEOGOV, (b) remits payment to NEOGOV of the fees set forth in the invoice referencing the new pricing, or (c) the Customer or any of its Authorized Users access or use the Services after the expiration of the previous Term.
 - b) Taxes. Customer will pay all taxes, duties and levies imposed by all federal, state, and local authorities (including, without limitation, export, sales, use, excise, and value-added taxes) based on the transactions or payments under this Agreement, except those taxes imposed or based on NEOGOV's net income or those exempt by applicable state law. Customer shall provide NEOGOV with a certificate or other evidence of such exemption within ten (10) days after the Effective Date of this Agreement and thereafter upon NEOGOV's request therefor.
 - c) Purchase Orders. Any reference to a purchase order in an Order Form or any associated invoice is solely for Customer's convenience in record keeping, and no such reference or any delivery of services to Customer following receipt of any purchase order shall be deemed an acknowledgement of or an agreement to any terms or conditions referenced or included in any such purchase order. If a purchase order is delivered by Customer in connection with the purchase of Services, none of the terms and conditions contained in such purchase order shall have any effect or modify or supersede the terms and conditions of this Agreement. NEOGOV's failure to object to terms contained in any such purchase order shall not be a waiver of the terms set forth in this provision or in this Agreement.
6. Term and Termination.

- a) Term. This Agreement shall commence on the Effective Date and shall remain in effect until all SaaS Subscriptions have expired and/or both parties have achieved full performance of Professional Services, unless it is terminated earlier in accordance with this Agreement.
- b) Termination for Cause; Effect of Termination. Either Party may terminate this Agreement immediately if the other is in material breach of this Agreement and such breach is not cured within thirty (30) days following non-breaching party's written specification of the breach. NEOGOV may suspend the Services or terminate this Agreement immediately in the event the Services or Customer's use of the Services provided hereunder pose a security risk to the Services, NEOGOV or any third party, or become illegal or contrary to any applicable law, rule, regulation, or public policy. Upon expiration or any termination of this Agreement, Customer shall cease all use and refrain from all further use of the Services and other NEOGOV Intellectual Property. Additionally, Customer shall be obligated to pay, as of the effective date of such expiration or termination, all amounts due and unpaid to NEOGOV under this Agreement. Unless otherwise specified, following 90 days after expiration or termination of the Agreement after expiration or termination of this Agreement NEOGOV may remove Customer Data from NEOGOV Services and without Customer consent or notice.
7. Audit Rights. Upon reasonable notice, NEOGOV or its agent shall have the right to audit Customer's records relating to its compliance with this Agreement. Customer shall cooperate fully with this audit. If any audit conducted under this Section indicates that any amount due to NEOGOV was underpaid, Customer shall within three (3) business days pay to NEOGOV the amount due. All expenses associated with any such audit shall be paid by NEOGOV unless the audit reveals underpayment in excess of five percent (5%), in which case Customer shall pay such expenses as well as any amount due to NEOGOV.
8. Maintenance; Modifications; Support Services.
- a) Maintenance, Updates, Upgrades. NEOGOV maintains NEOGOV's hardware and software infrastructure for the Services and is responsible for maintaining the NEOGOV server operation and NEOGOV database security. NEOGOV may in its sole discretion, periodically modify, Update, and Upgrade the features, components, and functionality of the Services during the Term. "Update" means any update, bug fix, patch or correction of the Services or underlying NEOGOV software that NEOGOV makes generally available to its customers of the same module, excluding Upgrades. Updates are automatic and available upon Customer's next login to the Services following an Update at no additional cost to Customer. "Upgrade" means any update of the Services or underlying NEOGOV software such as platform updates, and major product enhancements and/or new features that NEOGOV makes commercially available. NEOGOV shall have no obligation to provide Upgrades to customers and retains the right to offer Upgrades free of cost or on a per customer basis at additional cost. NEOGOV shall have no liability for, or any obligations to, investments in, or modifications to Customer's hardware, systems or other software which may be necessary to use or access the Services due to a modification, Update, or Upgrade of the Services.
- b) Program Documentation; Training Materials. "Program Documentation" shall mean all user guides, training, and implementation material, and Service descriptions provided by NEOGOV to Customer in connection with the Services. NEOGOV hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable license to use, print, and distribute internally via non-public platforms, the Program Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Services. Primary training of NEOGOV Services is conducted by self-review of online materials. NEOGOV's pre-built, online training consists of a series of tutorials to introduce the standard features and functions (the "Training Materials"). The Training Materials may be used as reference material by Customer Personnel conducting day-to-day activities.
- c) Implementation. For Services requiring implementation, NEOGOV implementation supplements the Training Materials and is conducted off-site unless otherwise agreed in the Order Form. For an additional fee as detailed on an applicable Order Form, NEOGOV personnel will provide consultation on best practices for setting up the Services, answer Customer questions during the implementation period, and use commercially reasonable efforts to ensure Authorized User Admins grasp the system. The length of the implementation time is dependent on the type of Service and the Customer's responsiveness. NEOGOV is not responsible or liable for any delay or failure to perform implementation caused in whole or in part by Customer's delay in performing its obligations hereunder and, in the event of any such delay, NEOGOV may, in its sole discretion, extend all performance dates as NEOGOV deems reasonably necessary.
- d) Support. Phone support for the Services is available to Customer Monday through Friday, excluding NEOGOV holidays. Customer may submit a request for online support for the Services 24 hours a day, seven days a week, and the NEOGOV support desk will acknowledge receipt of the request within a reasonable time. The length of time for a resolution of any problem is dependent on the type of case.
- e) Limitations. Unless otherwise specified in the Order Form, this Agreement does not obligate NEOGOV to render any maintenance or support services that are not expressly provided herein, including, but not limited to data uploads, manual

data entry, migration services, data conversion, refinement, purification, reformatting, SQL dump, or process consultation.

9. NEOGOV Intellectual Property. NEOGOV shall exclusively own all right, title and interest in and to all pre-existing and future intellectual property developed or delivered by NEOGOV including all Services, products, systems, software (including any source code or object code) or Service Specifications related thereto, Updates or Upgrades, trademarks, service marks, logos and other distinctive brand features of NEOGOV and all proprietary rights embodied therein (collectively, the "NEOGOV Intellectual Property"). This Agreement does not convey or transfer title or ownership of the NEOGOV Intellectual Property to Customer or any of its users. All rights not expressly granted herein are reserved by NEOGOV. Other than recommendation use or as required by law, all use of NEOGOV trademarks must be pre-approved by NEOGOV prior to use. Trademarks shall include any word, name, symbol, color, designation or device, or any combination thereof that functions as a source identifier, including any trademark, trade dress, service mark, trade name, logo, design mark, or domain name, whether or not registered.
10. Data Processing and Privacy.
- a) Customer Data. "Customer Data" shall mean all data that is owned or developed by Customer, whether provided to NEOGOV by Customer or provided by a third party to NEOGOV in connection with NEOGOV's provision of Services to Customer, including Personnel data collected, loaded into, or located in Customer data files maintained by NEOGOV. NEOGOV Intellectual Property, including but not limited to the Services and all derivative works thereof, NEOGOV Confidential Information, and Platform Data do not fall within the meaning of the term "Customer Data". Customer exclusively owns all right, title, and interest in and to all Customer Data. Customer grants NEOGOV a license to host, use, process, display, create non-personal derivative works of, and transmit Customer Data to provide the Services. NEOGOV reserves the right to delete or disable Customer Data stored, transmitted or published by Customer using the Services upon receipt of a bona fide notification that such content infringes upon the intellectual property rights of others, or if NEOGOV otherwise reasonably believes any such content is in violation of this Agreement.
 - b) Platform Data. "Platform Data" shall mean any anonymized data reflecting the access to or use of the Services by or on behalf of Customer or any user, including statistical or other analysis and performance information related to the provision and operation of the Services including any end user visit, session, impression, clickthrough or click stream data, as well as log, device, transaction data, or other analysis, information, or data based on or derived from any of the foregoing. NEOGOV shall exclusively own all right, title and interest in and to all Platform Data. Customer acknowledges NEOGOV may compile Platform Data based on Customer Data input into the Services. Customer agrees that NEOGOV may use Platform Data to the extent and in the manner permitted under applicable law. Such anonymized data neither identifies Customer or its users, nor can Customer or any its users can be derived from such data.
 - c) Data Processing Agreement. To the extent Customer uses the Services to target and collect personal information from users located in the European Union, European Economic Area, or Switzerland (the "EU") or the United Kingdom ("UK"), or has Authorized Users accessing the Services from the EU or UK, the terms of the NEOGOV Data Processing Addendum ("DPA") made available on the NEOGOV Site is hereby incorporated herein by reference and made part of this Agreement.
 - d) Data Responsibilities.
 - i) NEOGOV will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of the Customer Data. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Customer Data by NEOGOV personnel except (a) to provide the Services and prevent or address service or technical problems, (b) as compelled by applicable law, or (c) as Customer expressly permits in writing. Customer acknowledges and agrees that it is commercially reasonable for NEOGOV to rely upon the security processes and measures utilized by NEOGOV's cloud infrastructure providers.
 - ii) Customer is solely responsible for the development, content, operation, maintenance, and use of Customer Data, including but not limited to compliance with applicable laws. NEOGOV will have no responsibility or liability for the accuracy of the Customer Data prior to receipt of such data into the Services. Without limiting the foregoing, Customer shall be solely responsible for and shall comply with all applicable laws and regulations relating to (a) the accuracy and completeness of all information input, submitted, or uploaded to the Services, (b) the privacy of users of the Services, including, without limitation, providing appropriate notices to and obtaining appropriate consents from any individuals to whom Customer Data relates; and (c) the collection, use, modification, alteration, extraction, retention, copying, external storage, disclosure, transfer, disposal, and other processing of any Customer Data. NEOGOV is not responsible for lost data caused by the action or inaction of Customer or Authorized Users. Unless

otherwise mutually agreed in writing, Customer shall not maintain any financial, health, payment card, or similarly sensitive data that imposes specific data security or data protection obligations within the Services. Customer shall provide and institute all appropriate tools and procedures required to ensure the security of its own information system and, more specifically, to prevent, detect and destroy the occurrence of any viruses.

- e) Breach Notice. NEOGOV will notify Customer of unauthorized access to, or unauthorized use, loss or disclosure of Customer Data within its custody and control (a "Security Breach") within 72 hours of NEOGOV's confirmation of the nature and extent of the same or when required by applicable law, whichever is earlier. Each party will reasonably cooperate with the other with respect to the investigation and resolution of any Security Breach. If applicable law or Customer's policies require notification of its Authorized Users or others of the Security Breach, Customer shall be responsible for such notification.
 - f) Data Export, Retention and Destruction. Customer may export or delete Customer Data from the Services at any time during a Subscription Term, using the existing features and functionality of the Services. Customer is solely responsible for its data retention obligations with respect to Customer Data. If and to the extent Customer cannot export or delete Customer Data stored on NEOGOV's systems using the then existing features and functionality of the Services, NEOGOV will, upon Customer's written request, make the Customer Data available for export by Customer or destroy the Customer Data. If Customer requires the Customer Data to be exported in a different format than provided by NEOGOV, such additional services will be subject to a separate agreement on a time and materials basis. Except as otherwise required by applicable law, NEOGOV will have no obligation to maintain or provide any Customer Data more than ninety (90) days after the expiration or termination of this Agreement. Customer acknowledges that it is solely responsible for determining any retention requirements with respect to the Customer Data as required by applicable law and NEOGOV disclaims all liability in connection with such determination. In addition, to the extent Customer requests that NEOGOV retain Customer Data beyond the expiration of the retention period required by applicable law, rule or regulation, NEOGOV disclaims all liability in connection with retaining such Customer Data including but not limited to any claims related to loss or destruction of such Customer Data.
11. Third Party Services. The Services may permit Customer and its Authorized Users to access services or content provided by third parties through the Services ("Third Party Services"). Customer agrees that NEOGOV is not the original source and shall not be liable for any inaccuracies contained in any content provided in any of the Third Party Services. NEOGOV makes no representations, warranties or guarantees with respect to the Third Party Services or any content contained therein. NEOGOV may discontinue access to any Third Party Services through the Services if the relevant agreement with the applicable third party no longer permits NEOGOV to provide such access. If loss of access to any Third Party Services (to which Customer has a subscription under this Agreement) occurs during a Subscription Term, NEOGOV will refund to Customer any prepaid fees for such Third Party Services covering the remainder of the Subscription Term.
12. Nondisclosure.
- a) Definition of Confidential Information. "Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Customer's Confidential Information includes its Customer Data. NEOGOV Confidential Information includes the NEOGOV Intellectual Property and the Services. The Confidential Information of each party includes the terms and conditions of this Agreement and all Order Forms (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (c) is received from a third party without breach of any obligation owed to the Disclosing Party, or (d) was independently developed by the Receiving Party.
 - b) Obligations. The Receiving Party will: (i) use the same degree of care it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care); (ii) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (iii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its employees and contractors who need access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not less protective of the Confidential Information than those herein.
 - c) Exceptions. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the

extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

- d) Equitable Relief. The parties recognize and agree there is no adequate remedy at law for breach of the provisions of the confidentiality obligations set forth in this Section 12, that such a breach would irreparably harm the Disclosing Party and the Disclosing Party is entitled to seek equitable relief (including, without limitation, an injunction) with respect to any such breach or potential breach in addition to any other remedies available to it at law or in equity.

13. Representations, Warranties, and Disclaimers.

- a) Mutual Representations. Each party represents and warrants to the other party that (i) it has full power and authority under all relevant laws and regulations and is duly authorized to enter into this Agreement; and (ii) to its knowledge, the execution, delivery and performance of this Agreement by such party does not conflict with any agreement, instrument or understanding, oral or written, to which it is a party or by which it may be bound, nor violate any law or regulation of any court, governmental body or administrative or other agency having jurisdiction over it.
- b) Service Performance Warranty. NEOGOV warrants that it provides the Services using a commercially reasonable level of care and skill and in a professional manner in accordance with generally recognized industry standards for similar services.
- c) No Other Warranty. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS WARRANTY SECTION, THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND CUSTOMER'S USE OF THE SERVICES IS AT ITS OWN RISK. NEOGOV DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. NEOGOV DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE, OR THAT ANY ERROR WILL BE CORRECTED.
- d) Disclaimer of Actions Caused by and/or Under the Control of Third Parties. NEOGOV DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM THE NEOGOV SYSTEM AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CUSTOMER'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH NEOGOV WILL USE COMMERCIALY REASONABLE EFFORTS TO TAKE ALL ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, NEOGOV CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, NEOGOV DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS OR WITH RESPECT TO ANY THIRD PARTY SERVICES.
- e) No Medical Advice. Through certain Services, NEOGOV may make certain telehealth related information available to Customer and/or facilitate user access to telemedicine, expert medical services, and/or emergency medical services. NEOGOV is independent from healthcare providers who provide telemedicine services and is not responsible for such healthcare providers' acts, omissions or for any content or communications made by them. The Services do not provide medical advice and do not create a healthcare provider/patient relationship between Customer and NEOGOV or otherwise. Any Services, or content accessed from the Services, are for informational purposes only and do not constitute medical advice. Customer should seek professional medical advice, diagnosis, and/or treatment for any and all medical conditions, whether as a result of using Services or otherwise. NEOGOV IS NOT RESPONSIBLE OR LIABLE FOR ANY ADVICE, COURSE OF TREATMENT, DIAGNOSIS OR ANY OTHER TREATMENT OR INFORMATION THAT CUSTOMER OR ITS USERS MAY OBTAIN THROUGH THE USE OF THE SERVICES.

14. Indemnification.

- a) Customer Indemnity. To the extent permitted by applicable law, Customer will defend and indemnify NEOGOV from and against any claim, demand, suit or proceeding made or brought against NEOGOV (i) by a third party alleging that any Customer Data infringes or misappropriates such third party's intellectual property rights, (ii) in connection with Customer's violation of any applicable laws, or (iii) any claim or allegation by any third party resulting from or related to Customer's or any of its Authorized User's breach of Section 3 of this Agreement.

- b) **NEOGOV Indemnity.** Subject to subsections 14(b)(i) through 14(b)(iii) and 14(c) of this Section, if a third party makes a claim against Customer that any NEOGOV intellectual property furnished by NEOGOV and used by Customer infringes a third party's intellectual property rights, NEOGOV will defend the Customer against the claim and indemnify the Customer from the damages and liabilities awarded by the court to the third-party claiming infringement or the settlement agreed to by NEOGOV.
- i) **Alternative Resolution.** If NEOGOV believes or it is determined that any of the Services may have violated a third party's intellectual property rights, NEOGOV may choose to either modify the Services to be non-infringing or obtain a license to allow for continued use. If these alternatives are not commercially reasonable, NEOGOV may end the subscription or license for the Services and refund a pro-rata portion of any fees covering the whole months that would have remained, absent such early termination, following the effective date of such early termination.
- ii) **No Duty to Indemnify.** NEOGOV will not indemnify Customer if Customer alters the Service or Service Specifications, or uses it outside the scope of use or if Customer uses a version of the Service or Service Specifications which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Services or Service Specifications which was provided to Customer, or if the Customer continues to use the infringing material after the subscription expires. NEOGOV will not indemnify the Customer to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by NEOGOV. NEOGOV will not indemnify Customer for any portion of an infringement claim that is based upon the combination of Service or Service Specifications with any products or services not provided by NEOGOV. NEOGOV will not indemnify Customer for infringement caused by Customer's actions against any third party if the Services as delivered to Customer and used in accordance with the terms of the Agreement would not otherwise infringe any third-party intellectual property rights.
- iii) **Exclusive Remedy.** This Section provides the exclusive remedy for any intellectual property infringement claims or damages against NEOGOV.
- c) **Indemnification Procedures.** In order to receive the indemnities described hereunder, the indemnified party must: (i) promptly notify the indemnifying party, in writing, of any claim; (ii) cooperate reasonably with indemnifying party, at the indemnifying party's expense, in the defense and/or settlement thereof; and (iii) allow the indemnifying party to control the defense and/or settlement thereof except that the indemnifying party may not, without the indemnified party's prior written consent, enter into any settlement that does not unconditionally release the indemnified party from liability. The indemnified party shall have the right to participate in any defense of a claim and/or to be represented by counsel of its own choosing at its own expense, provided that ultimate control of such defense shall remain solely with the indemnifying party.

15. **Limitations of Liability.**

- a) **EXCLUSION OF DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, INCLUDING FOR ANY: (a) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE, OR PROFIT OR DIMINUTION IN VALUE; (b) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION OR DELAY OF THE SERVICES; (c) LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY; (d) COST OF REPLACEMENT GOODS OR SERVICES; (e) LOSS OF GOODWILL, LOSS OF BUSINESS OPPORTUNITY OR PROFIT, OR LOSS OF REPUTATION; OR (f) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
- b) **CAP ON MONETARY LIABILITY.** EXCEPT FOR DAMAGES ARISING OUT OF LIABILITY WHICH CANNOT BE LAWFULLY EXCLUDED OR LIMITED, OR CUSTOMER'S OBLIGATIONS TO MAKE PAYMENT UNDER THIS AGREEMENT, THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY FOR ANY AND ALL CLAIMS AGAINST THE OTHER PARTY UNDER THIS AGREEMENT, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL NOT EXCEED THE AMOUNT OF ALL PAYMENTS ACTUALLY RECEIVED BY NEOGOV FROM CUSTOMER IN CONNECTION WITH THIS AGREEMENT IN THE 12 MONTH PERIOD PRECEDING THE DATE OF THE EVENT INITIALLY GIVING RISE TO SUCH LIABILITY. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THE LIMIT.

16. Reimbursement of Costs in Third Party Litigation. With respect to any litigation or other court proceeding involving Customer and a third party, if any subpoena or other legally binding request related to such litigation or court proceeding is served to NEOGOV requesting copies of documents maintained by NEOGOV or otherwise requesting NEOGOV to appear as a witness in any capacity or provide testimony with respect to Customer's documentation, Customer shall reimburse NEOGOV for its out-of-pocket costs associated with compliance with such request, including but not limited to NEOGOV's reasonable attorneys' fees.
17. Text Message Communications. NEOGOV may offer Personnel the opportunity to receive text messages regarding job application or hiring process reminders, applicant status updates, or other human resource related notices. Since these text message services depend on the functionality of third-party providers, there may be technical delays on the part of those providers. NEOGOV may make commercially reasonable efforts to provide alerts in a timely manner with accurate information, but cannot guarantee the delivery, timeliness, or accuracy of the content of any alert. NEOGOV shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance on an alert. NEOGOV cannot vouch for the technical capabilities of any third parties to receive such text messages. To the extent you utilize text messaging features, NEOGOV shall not be responsible for your use of such features, and you shall indemnify NEOGOV with respect to any damages resulting from your use including but not limited any violations of applicable law. NEOGOV MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY, OR IMPLIED AS TO: (i) THE AVAILABILITY OF TELECOMMUNICATION SERVICES; (ii) ANY LOSS, DAMAGE, OR OTHER SECURITY INTRUSION OF THE TELECOMMUNICATION SERVICES; AND (iii) ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS, OR SETTINGS CONNECTED WITH THE SERVICES.
18. Publicity. Unless otherwise provided in the applicable Order Form, NEOGOV may identify Customer as one of its customers and use Customer's logo for such purposes, subject to any trademark usage requirements specified by Customer.
19. Force Majeure. Except for Customer's payment obligations to NEOGOV, neither party shall be liable for any damages, costs, expenses or other consequences incurred by the other party or by any other person or entity for any act, circumstance, event, impediment or occurrence beyond such party's reasonable control, including, without limitation: (a) acts of God; (b) changes in or in the interpretation of any law, rule, regulation or ordinance; (c) strikes, lockouts or other labor problems; (d) transportation delays; (e) unavailability of supplies or materials; (f) fire or explosion; (g) riot, pandemic, military action or usurped power; (h) actions or failures to act on the part of a governmental authority; (i) internet service interruptions or slowdowns, vandalism or cyber-attacks, or (j) any other cause beyond the reasonable control of such party.
20. Independent Contractor; No Third Party Beneficiary; Fulfillment Partners. The relationship of the parties shall be deemed to be that of an independent contractor and nothing contained herein shall be deemed to constitute a partnership between or a joint venture by the parties hereto or constitute either party the employee or agent of the other. Customer acknowledges that nothing in this Agreement gives Customer the right to bind or commit NEOGOV to any agreements with any third parties. This Agreement is not for the benefit of any third party and shall not be deemed to give any right or remedy to any such party whether referred to herein or not. NEOGOV may designate any third-party affiliate, or other agent or subcontractor (each a "Fulfillment Partner"), without notice to, or the consent of, Customer, to perform such tasks and functions to complete any Services.
21. Entire Agreement; Amendment; Addendum. This Services Agreement, the Exhibits hereto, each Addendum (as may be applicable pursuant to the terms therein) and documents incorporated herein, the applicable Order Form, and Special Conditions (if any) constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior or contemporaneous oral and written statements of any kind whatsoever made by the parties with respect to such subject matter. It is expressly agreed that the terms of this Agreement and any NEOGOV Order Form shall supersede the terms in any non-NEOGOV purchase order or other ordering document. Notwithstanding the foregoing, any conflict of terms shall be resolved by giving priority in accordance with the following order: 1) Special Conditions (if any), 2) NEOGOV Order Form, 3) the NEOGOV Services Agreement, and 4) incorporated documents (including the Exhibits and each applicable Addendum). This Agreement supersedes the terms and conditions of any clickthrough agreement associated with the Services. This Agreement may not be modified or amended (and no rights hereunder may be waived) except through a written instrument signed by the parties to be bound. If you are subscribing for the HRIS or PowerEngage Platform, you hereby specifically agree to the terms of the applicable Addendum set forth on the NEOGOV Site.
22. General.
 - a) Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the state of California, without giving effect to conflict of law rules. Any legal action or proceeding relating to this Agreement shall be instituted only in any state or federal court in Los Angeles, California.

- b) **Severability.** If any provision of this Agreement is held to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that the remainder of this Agreement will continue in full force and effect. Provisions that survive termination or expiration are those relating to, without limitation, accrued rights to payment, acknowledgements and reservations of proprietary rights, confidentiality obligations, warranty disclaimers, and limitations of liability, and others which by their nature are intended to survive.
- c) **Notices.** All notices or other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given either when personally delivered, one (1) business day following delivery by recognized overnight courier or electronic mail, or three (3) business days following deposit in the U.S. mail, registered or certified, postage prepaid, return receipt requested. All such communications shall be sent to (i) Customer at the address set forth in the Order Form and (ii) NEOGOV at the address specified in the applicable Order Form.
- d) **Waiver.** The waiver, express or implied, by either party of any breach of this Agreement by the other party will not waive any subsequent breach by such party of the same or a different kind.
- e) **Electronic Delivery.** Delivery of a copy of this Agreement or an Order Form bearing an original signature by electronic mail or by any other electronic means will have the same effect as physical delivery of the paper document bearing the original signature.
- f) **Assignment.** Customer may not assign this Agreement without the express written approval of NEOGOV. Any attempt at assignment in violation of this Section shall be null and void.
- g) **Construction.** The parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The exhibits, addendum, schedules, attachments, and appendices referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein.

Exhibit A
Government Customer Addendum

If Customer is a Government Customer, the following Government Customer Addendum ("Government Addendum") forms part of the Services Agreement, and in the case of any conflict or inconsistency between the terms and provisions of this Addendum and any other provision of the Services Agreement, the terms of this Government Addendum shall control. For purposes hereof, a "Government Customer" means a Customer which is a (a) U.S. Federal agency, (b) state government, agency, department, or political subdivision (including a city, county or municipal corporation), or (c) instrumentality of any of the foregoing (including a municipal hospital or municipal hospital district, police or fire department, public library, park district, state college or university, Indian tribal economic development organization, or port authority).

1. **Applicability.** The provisions of this Addendum shall apply only if Customer is a Government Customer under the Services Agreement.
2. **Termination for Non-Appropriation of Funds.** If Customer is subject to federal, state or local law which makes Customer's financial obligations under this Services Agreement contingent upon sufficient appropriation of funds by the applicable legislature (or other appropriate governmental body), and if such funds are not forthcoming or are insufficient due to failure of such appropriation, then Customer will have the right to terminate the Services Agreement at no additional cost and with no penalty by giving prior written notice documenting the lack of funding. Customer will provide at least thirty (30) days advance written notice of such termination. Customer will use reasonable efforts to ensure appropriated funds are available. It is expressly agreed that Customer shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Agreement, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its fiscal operations. If Customer terminates the Services Agreement under this Section 2, Customer agrees not to replace the Services with functionally similar products or services for a period of one year after the termination of the Services Agreement.
3. **Indemnification.** If Customer is prohibited by federal, state or local law from agreeing to hold harmless or indemnify third parties, Section 14(a) and the indemnification provision included in Section 17 of the Services Agreement shall not apply to Customer, to the extent disallowed by applicable law.
4. **Open Records.** If the Customer is subject to federal or state public records laws, including laws styled as open records, freedom of information, or sunshine laws ("Open Records Laws") the confidentiality requirements of Section 12 of the Services Agreement apply only to the extent permitted by Open Records Laws applicable to the Customer. This Section is not intended to be a waiver of any of the provisions of the applicable Open Records Laws, including, without limitation, the requirement for the Customer to provide notice and opportunity for NEOGOV to assert an exception to disclosure requirements in accordance with the applicable Open Records laws.
5. **Cooperative Purchasing.** As permitted by law, it is understood and agreed by Customer and NEOGOV that any (i) federal, state, local, tribal, or other municipal government (including all administrative agencies, departments, and offices thereof); (ii) any business enterprise in which a federal, state, local, tribal or other municipal entity has a full, majority, or other controlling interest; and/or (iii) any public school (including without limitation K-12 schools, colleges, universities, and vocational schools) (collectively referred to as the "New Entity") may purchase the Services specified herein in accordance with the terms and conditions of this Agreement. It is also understood and agreed that each New Entity will establish its own contract with NEOGOV, be invoiced therefrom and make its own payments to NEOGOV in accordance with the terms of the contract established between the New Entity and NEOGOV. With respect to any purchases by a New Entity pursuant to this Section, Customer: (i) shall not be construed as a dealer, re-marketer, representative, partner or agent of any type of NEOGOV, or such New Entity; (ii) shall not be obligated, liable or responsible for any order made by New Entities or any employee thereof under the agreement or for any payment required to be made with respect to such order; and (iii) shall not be obliged, liable or responsible for any failure by any New Entity to comply with procedures or requirements of applicable law or to obtain the due authorization and approval necessary to purchase under the agreement. Termination of this Agreement shall in no way limit NEOGOV from soliciting, entering into, or continuing a contractual relationship with any New Entity. Any New Entity who purchases Services under this Section hereby represents that it has the authority to use this Services Agreement for the purchase and that the use of the Services Agreement for the purchase is not prohibited by law or procurement regulations applicable to the New Entity.
6. **Subcontractors.** For purposes of this Agreement, including any subsequent documentation requested by Customer pursuant to this Agreement, the term "subcontractors" shall exclude subcontractors (i) who perform routine software development and maintenance services which are not specific to the Customer, and (ii) subcontractors who will not have any access to Customer Data.

Exhibit B
Integration Terms Addendum

NEOGOV offers integrations and platform APIs for integrations to third party systems ("Integration Services"). Customer may use only those Integration Services purchased or subscribed to as listed within the NEOGOV Order Form. The following terms (the "Integration Terms Addendum") shall apply to the extent that Customer utilizes a system integration between the Services and either: (a) an affiliated integrated service, including those found at <https://api.neogov.com/connect/marketplace.html> and/or <https://apidocs.powerdms.com> ("Affiliated API") or to the extent that Customer utilizes a system integration between the Services and an unaffiliated third-party service ("Customer Application") integrated using NEOGOV's open API ("Open API"). Integration Services are not available for HRIS Services and this Exhibit B shall not apply to HRIS Services.

1. **Provision of Integrations.** Subject to and conditioned on compliance with all terms and conditions set forth in this Agreement, NEOGOV hereby grants Customer a limited, revocable, non-exclusive, non-transferable, non-sublicensable license during the applicable Term to use and/or access the Affiliated API as described in this Agreement, or the Open API for communication between Customer's human resource related third application(s) that will interoperate with NEOGOV Services (collectively these uses shall be referred to as the "API" or "Integration"). Customer acknowledges there are no implied licenses granted under this Agreement. NEOGOV reserves all rights that are not expressly granted. Customer may not use the API for any other purpose without our prior written consent. Customer may not share the API with any third party, must keep the API and all log-in information secure, and must use the API key as Customer sole means of accessing the API.
2. **Integration Intellectual Property.** All right, title, and interest in the API and any and all information, data, documents, materials, inventions, technologies, know-how, descriptions, requirements, plans, reports, works, intellectual property, software, hardware, systems, methods, processes, and inventions, customizations, enhancements, improvements and other modifications based on or derived from the API are and will remain, as appropriate, with NEOGOV. All right, title, and interest in and to the third-party materials, including all intellectual property rights therein, are and will remain with their respective third-party rights holders subject to the terms and conditions of the applicable third-party license agreements. Customer has no right or license with respect to any third-party materials except as expressly licensed under such third-party license agreements.
3. **Integration Terms of Use.** Except as expressly authorized under this Agreement, you may not remove any proprietary notices from the API; use the API in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; combine or integrate the API with any software, technology, services, or materials not authorized by NEOGOV; design or permit Customer Application(s) to disable, override, or otherwise interfere with any NEOGOV-implemented communications to end users, consent screens, user settings, alerts, warning, or the like; use the API in any of Customer Application(s) to replicate or attempt to replace the user experience of the Services; or attempt to cloak or conceal Customer identity or the identity of Customer Application(s) when requesting authorization to use the API.
4. **Customer Integration Responsibilities.** Customer, Customer developed web or other software services or applications, and Customer third-party vendors that integrate with the API (collectively the "Customer Applications"), shall comply with all terms and conditions of this Agreement, all applicable laws, rules, and regulations, and all guidelines, standards, and requirements that may be posted on <https://api.neogov.com/connect/index.html> and/or <https://apidocs.powerdms.com> from time to time. In addition, Customer will not use the API in connection with or to promote any products, services, or materials that constitute, promote, or are used primarily for the purpose of dealing in spyware, adware, or other malicious programs or code, counterfeit goods, items subject to U.S. embargo, unsolicited mass distribution of email ("spam"), multi-level marketing proposals, hate materials, hacking, surveillance, interception, or descrambling equipment, libelous, defamatory, obscene, pornographic, abusive, or otherwise offensive content, stolen products, and items used for theft, hazardous materials, or any illegal activities.
5. **Cooperation.** If applicable, Customer shall timely provide such cooperation, assistance, and information as NEOGOV reasonably requests to enable the API. NEOGOV is not responsible or liable for any late delivery or delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement. NEOGOV will provide Customer maintenance and support services for API issues arising from the information technology designed, developed, and under then current control of NEOGOV. NEOGOV shall have no obligation to provide maintenance or support for issues arising from the inaction or action of Customer or third parties of which are outside NEOGOV control.
6. **Provision of Open API.** In the event license fees or other payments are not due in exchange for the right to use and access the Open API, you acknowledge and agree that this arrangement is made in consideration of the mutual covenants set forth

in this Agreement, including, without limitation, the disclaimers, exclusions, and limitations of liability set forth herein. Notwithstanding the foregoing, NEOGOV reserves the right to charge for access with effect from the start of each Renewal Term by giving Customer at least ninety (90) day notice prior to commencement of a Renewal Term.

7. API Key. In order to use and access the Open API, you must obtain an Open API key through the registration process. Customer agrees to monitor Customer Applications for any activity that violates applicable laws, rules and regulation, or any terms and conditions of this Agreement, including any fraudulent, inappropriate, or potentially harmful behavior. This Agreement does not entitle Customer to any support for the Open API. You acknowledge that NEOGOV may update or modify the Open API from time to time and at our sole discretion and may require you to obtain and use the most recent version(s). You are required to make any such changes to Customer Applications that are required for integration as a result of such Update at Customer sole cost and expense. Updates may adversely affect how Customer Applications communicate with the Services.
8. Efficient Processing. You must use efficient programming, which will not cause an overwhelming number of requests to be made in too short a period of time, as-determined solely by NEOGOV. If this occurs, NEOGOV reserves the right to throttle your API connections, or suspend or terminate your access to the Open API. NEOGOV shall use reasonable efforts to provide Customer notice and reasonable time to cure prior to taking such actions.
9. Open API Limitations. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL NEOGOV BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY DIRECT, LOST PROFITS, LOST OR CORRUPTED DATA, COMPUTER FAILURE OR MALFUNCTION, INTERRUPTION OF BUSINESS, OR OTHER SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THE USE OR INABILITY TO USE THE OPEN API; OR ANY DAMAGES, IN THE AGGREGATE, IN EXCESS OF FIFTY DOLLARS, EVEN IF NEOGOV HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES AND WHETHER OR NOT SUCH LOSS OR DAMAGES ARE FORESEEABLE OR NEOGOV WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ANY CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE BROUGHT WITHIN ONE YEAR AFTER THE OCCURRENCE OF THE EVENT GIVING RISE TO SUCH CLAIM.
10. Open API Termination. Notwithstanding the additional Termination rights herein, NEOGOV may immediately terminate or suspend Customer access to Open APIs in our sole discretion at any time and for any reason, with or without notice or cause. In addition, your Open API subscription will terminate immediately and automatically without any notice if you violate any of the terms and conditions of this Agreement.



NEOGOV PRIVACY POLICY

Effective Date: December 21, 2022

PRIVACY POLICY

Contents

- Introduction; Scope of this Policy
- Where We Are a Service Provider
- Personal Data We Collect About You and Why
- Information We Disclose
- Cookies and Similar Tracking Technologies; “Do Not Track”
- Overview of Your Data Rights
- Your California Privacy Rights
- Your Nevada Privacy Rights
- Your Rights and Control Under EU GDPR
- Data Security and Integrity
- Retention and Removal
- Information on Children
- Right to Revise
- Contact Details

- Privacy Contacts

Introduction; Scope of this Policy

The purpose of this Privacy Policy (the “Policy”) is to describe how we collect, use, store, protect, and disclose personal data online and offline either via our websites or related applications. This Policy applies to personal data we collect or use, and applications owned or controlled by Governmentjobs.com, Inc. (DBA “NEOGOV”), including our related brands NEOGOV.com, NEOED.com, Governmentjobs.com, Schooljobs.com, and our mobile app(s) (collectively referred to as the “Services”), or affiliated companies (collectively referred to herein as “Governmentjobs”, “Schooljobs”, “NEOGOV”, “NEOED”, “we”, “us”, or “our”).

By using any part of the Services you agree that you have read this policy, your personal data will be processed as described herein, and you agree to be bound by this Policy. This Policy is incorporated into our Terms of Use. Definitions not explicitly defined herein shall retain the meaning as prescribed in the Terms of Use. Any dispute related to privacy is subject to the Terms of Use and this Policy, including limitations on liability.

This Policy does not apply to (1) personal data controlled by our Customers (employers that utilize our Services, described further below); (2) personal data collected by unaffiliated sites that link to or are accessible from our Services; (3) personal data our partners may collect directly from you and control; (4) personal data collected and processed by us about our employees or job applicants responding to our job offers; and, (5) non-personal data derived from personal data, including any data that is aggregated, de-identified, or anonymized, statistical data, insights, or other predictive data that is sufficiently different from your personal data that it cannot be reversed engineered through reasonable means, or otherwise identified from analysis or further processing of the derived data (collectively referred to as the “Platform Data”). We use Platform Data to provide Customers with useful and relevant insights, build features and data services, and improve our Services.

We are the controller for the personal data discussed in this Policy, except as noted in the “Where We Are a Service Provider” section below.

Where We Are a Service Provider

Our Customers are organizations such as federal, state, local, tribal, or other municipal

government agencies (including administrative agencies, departments, and offices thereof), private businesses, and educational institutions (including without limitation K-12 schools, colleges, universities, and vocational schools), who use our Services to evaluate job applicants and manage their relationship with their personnel. When we provide our Services to our Customers, the Customer generally controls and manages the personal data, and we process personal data as a data processor or service provider. Our legal obligations as a processor and service provider are set out in our Customer contracts and policies.

For instance, if you apply to a job or your employer utilizes our Services to manage their relationship with you, the personal data collected about you is generally controlled by the employer (our Customer). This Policy does not describe the processing of your personal data by our Customers, and we encourage you to visit the Customer's privacy policy for information about their privacy practices. For example, if you applied to a job at a local state agency, you should contact that agency with any questions you may have relating to the personal data processing by that state agency within our Services.

Where we serve as a data processor, our Customer contracts and policies require us to either instruct you to contact our Customer, or redirect your inquiry to our Customer.

Personal Data We Collect About You and Why

In this Section we set out general categories of personal data we may collect and the purpose for using your personal data, including the personal data collected and processed over the past year. We collect and process personal data to provide you the Services, fulfill our contractual responsibility to deliver the Services to our Customers, fulfill your requests, and pursue our legitimate interests and our business and commercial purposes. We also automatically collect data during your usage and collect other personal data about you from other sources. Your personal data will only be collected and used for purposes stated herein, where you provide additional consent, or as required by law or regulation - including national security or law enforcement requirements.

Information Provided By You

We collect personal data from you directly when you visit our Services from either your computer, mobile phone, or other device, attend one of our events, or communicate with our personnel. The categories of personal data we collect from you, including over the

past year, involve the following:

Types of Personal Data	Why the Personal Data is collected
Identification, account, and contact data , including your name, username and password, professional or personal email address, professional or personal telephone phone number, and account preferences.	<ul style="list-style-type: none">· Create your account, perform and manage our relationship with you and our Customers, and facilitate the relationship between you and our Customers for their hiring and employment purposes.· Communicate with you and send you information as part of the Services regarding your questions, comments, requests for information, contests you entered into, upcoming events, newsletters and surveys, technical notices, security alerts, statements and invoices, support and administrative messages, significant updates to the Services or policies, as well as relevant notifications regarding your account.· Notify you about our Services and events that we believe will interest you, for our legitimate interests in conducting direct marketing, or to the extent you’ve provided your consent. If you purchased or sent us an inquiry regarding our Services, we may send you information about similar Service you may be interested in. To learn how to manage these communications, see the “Your Data Rights” section of this Policy.· Provide support services, answer your requests, comments, and questions, troubleshoot, and diagnose problems

	<p>with our Services.</p> <ul style="list-style-type: none">· Verify your identity, respond to legal requests, enforce our legal agreements where applicable, prevent fraud or potentially illegal activities, maintain security, and screen for and prevent undesirable or abusive activity.
<p>Profile and employment data including your name, professional or personal postal address, professional or personal e-mail or telephone number, employer</p>	<ul style="list-style-type: none">· Perform and manage our relationship with you and our Customers, and facilitate the relationship between you and our Customers for their hiring and

<p>name and location, job title or area of expertise, work experience and performance data, search history, job interest cards, education history, skills, certificates, and licenses.</p> <p>We may collect age, gender, ethnicity, race, marital or other status, and in some cases, data related to your personal health, emergency contacts, biometric data when using our mobile app or time clocks, financial account data, and state issued identifiers such as driver’s ID and social security number. Some of our Customers are required to collect this personal data by law. We also collect any other supplemental personal data added at your discretion or requested by our Customer, including answers to minimum quality questions, and status of background checks or assessment tests.</p>	<p>employment purposes.</p> <ul style="list-style-type: none">· Provide you personalized recommendations of content, features, and Services, including to enable you to search and apply for jobs, match you with employers and job listings, help our Customers find and contact you, and display targeted notices and messages from our Customers.· Make improvements, enhancements, or modifications to the Services through data analysis and research of usage trends, and feedback sessions.· Produce Platform Data and conduct research on social, economic, and sectoral employment and hiring trends.· Provide support services, answer your requests, comments, and questions, troubleshoot, and diagnose problems with our Services.· If our Customer uses biometric scanning on a timeclock, we may create data using a mathematical algorithm based off your fingerprint and store that Biometric Data. For more information regarding our use of Biometric data, please see our Biometric Data Notice.· Verify your identity, respond to legal requests, enforce our legal agreements where applicable, prevent fraud or potentially illegal activities, maintain security, and screen for and prevent undesirable or abusive activity.
<p>Communications and publication data including communication content within emails, phone and other voice recordings, online forms, chats, forums</p>	<ul style="list-style-type: none">· Make improvements, enhancements, or modifications to the Services based on your feedback collected through feedback sessions or content you post

including our Customer Community, date and time of the communication, and the communication method.	<p>within our Services or the Customer Community about your experience using our Services.</p> <ul style="list-style-type: none">· Determine Services, events, newsletters, or contests that we believe will interest you and notify you.· Provide support services, answer your requests, comments, and questions, troubleshoot, and diagnose problems with our Services.· Verify your identity, respond to legal requests, enforce our legal agreements where applicable, prevent fraud or potentially illegal activities, maintain security, and screen for and prevent undesirable or abusive activity.
Contact preferences data including marketing content preferences, and the status of whether you opted-out of our marketing notices.	<ul style="list-style-type: none">· Manage and track your preferences for communications you receive from us, identify trends in the interactions with our Services, and measure the performance of our communications.· Make your profile viewable to employers, depending on your settings.
Transaction and billing data including the Service purchased, billing details, financial data corresponding to your selected method of payment (e.g. a credit card or a bank account number).	<ul style="list-style-type: none">· To facilitate your payment and billing for Services, facilitate payroll and tax Services for our Customers, and detect and prevent fraud.

You may voluntarily submit other personal data to us through our Services that we do not request and are not required for the relevant data processing activity. In such instances, you are solely responsible for such personal data.

Information Collected Automatically

With the help of our Service Providers, we also automatically collect personal data about you and your device and how you interact with our Services. Categories of personal data collected automatically include the following:

Types of Personal Data	Why the Personal Data is collected
<p>Usage dataincluding Services you purchase, IP address, webpages visited, what you click on, features you use, how often and when you use features, location of usage, jobs performed, Service configurations, browser type and version, error logs, and e-mails you view; and, Device data including device address or other unique device identifying numbers, type of device, software and hardware attributes, your operating system, system and performance data, and mobile application permissions including cellular data, geolocation, access to photos, camera, calendars, and reminders.</p>	<ul style="list-style-type: none">· Perform and manage our relationship with you and our Customers, and facilitate the relationship between you and our Customers for their hiring and employment purposes.· Track your preferences and provide you personalized recommendations of content, features, and Services.· Make improvements, enhancements, or modifications to the Services.· Produce Platform Data and conduct research on social, economic, and sectoral employment and hiring trends.· If our Customer utilizes our mobile application or our time and attendance services where you clock in and out of your job, we may collect data based off your fingerprint or facial ID. For more information regarding our use of Biometric data, please see our Biometric Data Notice.· Verify your identity, respond to legal requests, enforce our legal agreements where applicable, prevent fraud or potentially illegal activities, maintain security, and screen for and prevent undesirable or abusive activity.

<p>Location data including your device's location through data that indicates a country, state, city or postal code, and in certain instances, by tracking the latitude and longitude of your IP address, Wi-Fi address, or device.</p>	<ul style="list-style-type: none">· Where one of our Customers utilizes our time clock features and you use it to punch in and out of your work shifts.· Verify your identity, respond to legal requests, enforce our legal agreements where applicable, prevent fraud or potentially illegal activities, maintain security, and screen for and prevent undesirable or abusive activity.
<p>Log and other automatic data collection including data about the nature of each access, IP address, ISP, files viewed, content changes in certain cases, operating systems, device type and timestamps, pages you view, links you click, browser type, access times, and addresses of websites you were on just before you arrived on our Website.</p>	<ul style="list-style-type: none">· Track your preferences and provide you personalized recommendations of content, features, and Services.· Make improvements, enhancements, or modifications to the Services.· Ensure you can use our Services in conjunction with other services and facilitate your use of integrations.· Produce Platform Data and conduct research on social, economic, and sectoral employment and hiring trends.· Verify your identity, respond to legal requests, enforce our legal agreements where applicable, prevent fraud or potentially illegal activities, maintain security, and screen for and prevent undesirable or abusive activity.
<p>Cookies, pixel tags (“web beacons”), and embedded scripts within our communications and on our Services to collect data related to usage, location, device and logs.</p>	<ul style="list-style-type: none">· Among other reasons, we use various cookies and other tracking technologies to provide our Services, track your preferences, provide personalized recommendations of content, features, and Services, deliver more relevant ads, including ads on websites and applications other than on our Services, and help us understand how our websites and communications are being used. For more information on Cookies see the “Cookies and similar Tracking Technologies; “Do Not Track” section below.

Information From Other Sources

We also receive your personal data described in this policy from third party sources, including from your employer (our Customer), third party companies we purchase personal data, partners, including partners listed on our Marketplace, and co-organizers and sponsors for our events and webinars.

Partners. We collect and use personal data originally collected by partners for joint product and marketing opportunities. For example, we receive profile data about the status of background checks and assessments you participate in, updates from payment processors regarding your purchases, receipts and analytics for text communications and emails you send and receive, or other profile data from integrated systems employers choose to connect with our Services. If you sign into our Services with Facebook or other single sign on services, we import the requested data from your account.

Data brokers. We purchase additional contact data to supplement and correct the contact and employment data we collect, including your name, professional or personal email address, professional or personal telephone phone number, employer name and location, job title or area of expertise.

Public sources. We collect personal data from publicly accessible websites and government sources, including your name, email address, and other profile data such as job title, employer name, and professional expertise.

We combine personal data about you from your use of the Services with other personal data to make inferences about you or our Customers. We may produce insights with the help of independent sources and processors. If you believe that your personal data was improperly collected or provided to use by one of the sources described above, please contact us at privacy@governmentjobs.com.

Information Collected When Using the PowerLine Application

Our purpose in providing the PowerLine Application ("App") is very simple: to help you maximize your mental wellbeing. Our commitment to protecting your privacy while using the App comes from a deep awareness of the sensitivity of information regarding

one's mental wellbeing. If your employer has sponsored your access to our App, we will only collect from you the minimum personal information necessary information to set up your initial access to the App (name, email address). Thereafter, your access to and use of the App will be anonymous and will not be tracked. In this way, we can protect your privacy while helping you manage your health.

Anonymous Data refers to data that by itself does not permit the identification of a specific individual. We collect such information only insofar as is necessary or appropriate to fulfill the purpose of your interaction with the App. We may collect the following types of Anonymous Data when you use the App:

- Measurement data produced by the Apps. We may collect the Apps version, device hardware model, device operating system (OS) version, language and region settings, or timestamp.
- Apps crash reports. When the App crashes, we may collect information relating to the crash including device state, device hardware model, device OS version, and software processes that triggered the crash.
- Apps usage and interactions. We may collect statistics about the behavior of users of the App to understand how they interact with the App and for error reporting.

Information We Disclose

We share personal data with other parties for the purposes stated herein or as required by law. The following categories are the entities we've shared personal data with, including over the past year.

To Customers

We disclose personal data to our Customers (your current or potential employer) that utilize our services. For instance, when a job applicant responds to a job posting, we will share your personal data with the employer in order to facilitate the job search and hiring process. If your current or former employer uses one of our Services, personal data you input into those Services is accessible by that employer's end users - subject to the security and access controls set up by the employer. In addition, if you sign up for an Access membership, we may share your personal data with Customers and their designated agents for recruitment purposes. You may cancel your Access membership at any time.

To Service Providers

We share personal data with services providers to provide services on our behalf. For instance, we use service providers to facilitate our support services, data security, email, web hosting, research and analytics, data enrichment services, deliver and help us track our marketing and advertising content, process credit card payments, deliver payroll processing and disbursements, coordinate our customer conferences, and manage our sales and customer relations.

We share personal data with analytics and advertising companies that may act as our processor and a controller in other instances. We work with other entities to perform research, under controls that are designed to protect your privacy. We publish or allow others to publish insights, presented as either aggregated, anonymized, de-identified, or non-personal data.

If you download or access content on our Services or attend an event or webinar we host or co-host, we may share your personal data with sponsors of the event or webinar. The sponsor may also be a controller of your personal data in this instance, and processing of your personal data will be subject to the sponsors' privacy statements as well.

To Other Parties When You Give Your Consent

We may also share personal data where you provide your consent or post your personal data publicly. Where required by law, additional consent is obtained before personal data is transferred to us or forwarded to other parties. For example, we share personal data with background check providers if a job applicant consents and we are instructed to do so by our Customers.

During your use of the Services, you may have the opportunity to visit or link to other websites, including websites by third parties unaffiliated with us. We have no relationship or control over unaffiliated websites. These websites might collect personal data about you, and you should review the privacy policies of such other websites to see how they treat your personal data.

To Other Third Parties Where Required By Law

We also share personal data or data in order to meet any applicable law, regulation, legal process or enforceable governmental request, investigate violations and enforce policies, detect, prevent, or otherwise address fraud, protect against harm to the rights, property or safety of our users or the public, protect your vital interests or the vital interests of

another natural person; and where disclosure is necessary for establishment, exercise or defense of legal claims or where there is reasonable belief that disclosure is required by law or regulations.

Mergers, Acquisitions, Dissolutions, Affiliates

We may transfer or disclose personal data to another entity who acquires or may acquire any or all of our business units, whether such acquisition is by way of merger, consolidation or purchase of all or a substantial portion of our assets, or bankruptcy. We disclose personal data to our affiliates with our Customers' consent in order to facilitate any Service transition or implementation services.

Cookies and Similar Tracking Technologies; “Do Not Track”

A cookie is a file containing an identifier (a string of letters and numbers) that is sent by a web server to a web browser and is stored by the browser and device you use to access our Services. The identifier is then sent back to the server each time the browser requests a page from the server.

Cookies may be either “persistent” cookies or “session” cookies. A persistent cookie will be stored by a web browser and will remain valid until its set expiry date, unless deleted by the user before the expiry date; a session cookie, on the other hand, will expire at the end of the user session, when the web browser is closed.

We and our partners use cookies on our Services. Insofar as those cookies are not necessary for the provision of our Services, or the legitimate interests of delivering and optimizing our Services, we receive your consent to use of cookies when you first visit our Services. When your browser or device allows it, we use both session cookies and persistent cookies for the following purposes:

- Authentication to identify you when you visit our Services, as you navigate our Services, to confirm whether you are currently logged in, and determine if an occurrence affects you.
- Metrics to determine how you use the Services, what features you utilize and how often, how much time you spend on the Services and features, and other details about the hiring and HR process. This data is aggregated and anonymized.
- Personalization to store information about your preferences and

personalize our Services to you, including to supply Customers with details about their hiring processes, and provide job recommendations to job applicants and Customers based on their past interest.

- Security to protect user accounts, including preventing fraudulent use of login credentials and to protect our Services generally.
- Advertising and feedback to determine whether our advertising and feedback inquiries are received, opened, if the content or campaign is effective, and to provide you more specific content about Services we or our partners offer.
- Analysis to help us analyze the use and performance of our Services, and display different versions of features or content, all of which helps us determine what parts of our Services need improvement and which ones you enjoy most (which may include marketing content).
- Google Analytics and AdSense to analyze the use of our Services and publish advertisements. Google's use of advertising cookies enables it and its partners to serve ads to your users based on their visit to your sites and/or other sites on the Internet. You may opt out of personalized advertising by visiting Ads Settings.

You can opt out of vendor use of cookies for personalized advertising by visiting www.aboutads.info. In addition, most browsers allow you to refuse to accept or delete cookies. The methods for doing so vary from browser to browser. Please refer to your browser instructions on how to manage your cookies. Blocking all or some cookies may have a negative impact upon the usability of the Services, and there is no industry consensus as to what site operators should do with regard to these signals. We respond to the browser "Do Not Track" signal if enabled by the end user in their web browser. When other parties we integrate with set or read their own cookies, they may or may not respond to the DNT signal.

Other data gathering mechanisms, such as web beacons, HTML Storage Objects, and web tags, are used by us and our service providers to gather more specific data on your use. A web beacon (also called a web bug or clear GIF) is a graphic on a webpage or in an email message that is designed to monitor who is reading the page or message. Web beacons are often invisible because they are typically only 1-by-1 pixel in size. Web beacons are often used alongside cookies to track activity. Web beacons may be used to add data to a profile about a site visited, provide an independent accounting of how many people have visited a website, gather statistics about usage, among other things.

HTML Storage Objects are program code that collects data about your activity on our Services. The HTML is temporarily downloaded onto your device while you are connected to our Online Services.

Overview of Your Data Rights

Your data rights for personal data where we are the data controller:

You can review and enforce your personal data rights through your account, communications you receive from us, third party mechanisms, or with the assistance of our support team using the emails at the end of this Policy. For instance, you can:

- Place limits on which Customers can preview your profile by logging into your account on <https://www.governmentjobs.com> and going to your account settings. Job applicants can utilize similar privacy controls on a per Customer basis in each Career Page account created.
- Correct inaccurate personal data about you where permitted under certain circumstance by modifying or deleting personal data within your account by logging in to your applicable account and following the prompts to either “update my profile” or “delete my profile.”
- Change your communication preferences or unsubscribe from a notification by following instructions contained within the notification itself (if applicable), your account settings, using your email provider preferences, or contacting us. For text message notification you can reply with “OPTOUT” to stop receiving texts.
- Limit the use of cookies by using our cookie manager settings on our website pages, or your browser do not track settings.
- Confirm whether we process your personal data and, where we do, access to the personal data. To see whether personal data on you is retained on our servers, please [click here](#). Certain users are entitled to request copies of their personal data held by us. You can print a copy of your Profile personal data using your web browser and download your attachments at any time by logging into your account and following the download process. Any further data access requests can be directed to the privacy support emails listed at the end of this Policy.
- Send valid requests to restrict or limit our use of your personal data to

support by contacting us at the privacy support emails listed at the end of this Policy.

- Invoke your right to withdraw your consent at any time (where processing is based on your consent) by using the privacy controls in your settings, within certain contacts you receive, by deleting personal data within your Profile, or by deleting your account.
- Delete data within your job applicant profile or delete your job applicant account (subject to permitted exceptions) by either following the prompts to delete within your account, or contacting our support team. If you are a job applicant and you delete your account, your profile data will be removed from our job applicant server; however, deleting your account will not remove applications you previously submit to employers.

Your data rights for personal data you submit to our Customers:

Upon making your personal data available to an employer (our Customer), your personal data may be controlled by our Customer. In this regard, we are a data processor for personal data Customers maintain have us process, and your data rights are subject to our Customers' internal policies. For these reasons, we are not in a position to directly handle data requests for personal data controlled by Customers. You should contact the Customer regarding personal data they may hold about you and to exercise any data rights you may have. We will cooperate with such inquiry in line with applicable law and our contractual obligations with the Customer.

Your California Privacy Rights

If you are a California resident (a natural person who resides in California, as opposed to a corporation or other business entity), you have the additional data rights listed below. You can exercise some of these rights by utilizing the prompts within messages we send you within your account settings, or within the privacy settings on our web pages.

Otherwise, you are also able to exercise these rights by contacting our support team using the privacy support emails listed at the end of this Policy. In the request, please specify which right you are seeking to exercise and the scope of the request. We will confirm receipt of your request within 10 days.

Please note, we may require specific information from you to help us verify your identity and process your request. If we cannot verify your identity we may deny certain

data right requests. You can designate an authorized agent to submit requests on your behalf, but we require written proof of the agent’s permission and verify your identity directly.

California Privacy Right	How we fulfill your California Privacy Right
Right to notice of what categories of personal data and sensitive data is collected about you, the business or commercial purpose of collection, and access to such data.	<p>We’ve provided details on what personal data is collected about you for our business purposes in the “Personal Data We Collect About You and Why” section of this policy, or you can also receive this information by contacting us.</p> <p>However, to ensure compliance with CCPA, the following categories of personal data as defined by the CCPA have been collected over the past year:</p> <ul style="list-style-type: none">· Direct identifiers such as your name, User ID, and email phone, and address.· Account names, IP addresses, unique personal identifiers online identifiers and geolocation data, including precise geolocation.· Driver’s ID and other state-issued identification numbers such as social security number.· Commercial information such as your transactions and purchases.· Bank account numbers, insurance policy numbers or any other financial information.· Employment and education history information including when you submit a job application through our services or apply to one of our jobs.· Demographic data including your race, ethnicity, gender marital status, sexual orientation and any other demographic information requested by our Customers.· Medical information, health insurance information, biometric information or physical characteristics or description.· Internet or other electronic network activity including your search history on our job board, analytics regarding your use, and device identifiers for location and security· Communications, including content of email and text messages

	<ul style="list-style-type: none">· Audio and electronic data including electronic signature and voice recordings.· Information inferred and derived from other categories to determine your preferences and trends. <p>You can print a copy of your Profile personal data using your web browser and download your attachments at any time by logging into your account and following the download process. Any further data access requests can be directed to us at the privacy support emails listed at the end of this Policy.</p>
Right to know who we share your data with	<p>We share your information with others for legitimate business purposes. See the “Information We Disclose” section of this Policy for additional details.</p> <p>You have the right to request that we disclose how we collected, used and shared your personal data in the preceding 12 months. In particular, you have the right to request the following from us:</p> <ul style="list-style-type: none">o The categories of personal information collectedo Specific pieces of personal information collectedo The categories of sources from which we collected personal informationo The purposes for which we use the personal informationo The categories of third parties with whom we share the personal informationo The categories of information that we sell or disclose to third parties
Right to opt out of sale (“Do Not Sell My Information”)	<p>We do not sell personal data in the traditional sense without an express consumer opt in. Should an activity or undertaking constitute a “sale” under the expanded definition of “sale” within the California Consumer Privacy Act, California consumers have the right to opt-out of the sale of your personal data. To the extent we sell your personal information as the term “sell” is defined under the California Consumer Privacy Act, you have the right to opt-out of the sale of your personal information by us to third parties at any time. You may submit a request to opt</p>

	<p>out by clicking here, by closing your Access account if you have one, or you may submit a request to us via email at privacy@neogov.com</p> <p>To the extent you had previously opted in to sharing your information by signing up for an Access membership and you later opt out, your data will still be available solely with respect to the communications with prospective employers initiated through your Access membership prior to opt-out.</p> <p>We allow select companies to place tracking technologies like cookies on our sites, which allow those companies to receive information about your activity on our Services. The companies may use that data to serve you more relevant ads on our sites or others. Sharing data for online advertising like this may be considered a “sale” of personal data. California consumers have a right to opt-out of the sales. You have control over whether these technologies work on your devices. You can disable them using browser Do Not Track features or Cookie Settings provided by us.</p>
Right to delete certain personal data	<p>You have the right to request deletion of your data unless an exception applies. Upon a verified and permissible request where no exception applies, we will delete your personal data where we are a controller, and instruct applicable service providers to do the same.</p> <p>You may request that we delete your personal data by closing your job seeker account if you have one, or you may submit a request to delete via email at: privacy@neogov.com</p> <p>To the extent you had previously signed up for an Access membership and you later decide to delete your data, your data will still be available solely with respect to the applications that you may have submitted to an employer. In order to have job applications you submitted to potential employers deleted, you will need to reach out to each employer you submitted a job application to.</p>

Right to non-discrimination	We do not discriminate against you in response to a request for the exercise of any of your rights.
Right to have an authorized agent exercise your rights on your behalf.	We will require written proof of the agent's permission to do so and will verify your identity directly.

California Civil Code Section 1798.83 permits our visitors who are California customers to request certain information regarding our disclosure of personal data to third parties for the third parties' direct marketing purposes. To make such a request please send a letter to: Governmentjobs.com, Inc., 2120 Park Place, Suite 100, El Segundo, CA 90245 Attn: Privacy Department. Requests must include "California Privacy Rights Request" in the first line of the description and include your name, street address, city, state, and ZIP code. Please note Governmentjobs is not required to respond to requests made by means other than through the provided mail address.

Your Nevada Privacy Rights

A sale under Nevada law is the exchange of personal data for monetary consideration. We do not currently sell personal data as defined under Nevada law. If you want to submit a request relating to our compliance with Nevada law, please contact us at the privacy support emails listed at the end of this Policy.

Your Rights and Control Under EU GDPR

Data Controllers and Processors.

Our Customers use our Services to post job opportunities, evaluate job applicants, manage their human resource activities, and train their workforce. In conducting these activities, the Customer maintains control over what personal data is collected, how it is used, how long it is retained, and who it is disclosed to. For purposes of the EU GDPR, the Customer is considered a data controller in these respects and we are a data processor. In other instances, such as when we use cookies or contact you about our Services, we will determine the means and purpose of processing.

EU Data Subject Rights

Data subjects in Europe whose personal data we receive through appropriate safeguards

have legal rights to determine whether we hold personal data about them, to access personal data we hold about them, and to obtain its correction, update, amendment, or deletion in appropriate circumstances. In particular, your rights may include:

- Data Access, the right to access personal data we hold about you.
- Right to Restrict Processing
- Right of Rectification, the right to correct or update your personal data.
- Right to be Forgotten, the right to delete your personal data.
- Right to Object to Processing on the basis of our legitimate interests or for direct marketing purposes.
- Right to withdraw Consent
- Data Portability Rights, the right to receive a copy of your personal data in an electronic format.
- Not be subject to a decision based solely on automated processing, including profiling, which produces legal effects or otherwise significantly affects you (“Automated Decision-Making”).
- Right to complain to a regulator or data protection authority about our collection and use of your personal data.

Some of these rights may be subject to exception and limitation. In any case, we will respond to your request to exercise these rights within a reasonable time but no later than within 30 days of receiving a request. To request to exercise your rights, you may contact us at any of the privacy support emails listed at the end of this Policy. Some of the rights are complex, and you should read the relevant laws and guidance from the regulatory authorities for a full explanation of these rights. You may also have the right to make a GDPR complaint to the relevant Supervisory Authority. A list of Supervisory Authorities is available here: https://edpb.europa.eu/about-edpb/board/members_en

If you visited our website and you want to exercise any of the above rights please contact our support team or privacy team at the contacts listed herein. If your request is for the right to be forgotten as it relates to our use of cookies, you can achieve this by clearing the cookies in your browser settings.

Lawful Basis for Processing

For personal data subject to the European Union General Data Protection Regulation and ePrivacy Directive, we rely on multiple legal bases for processing, including:

Consent. In certain cases, we ask you for your consent to process your personal data, for instance, for certain marketing purposes. You can withdraw your consent at any time; however, this will not affect the lawfulness of the processing before your consent was withdrawn. You can withdraw your consent by using the prompts within the messages you receive, the settings within your account, or by contacting our support using any of the privacy support emails listed at the end of this Policy.

Legitimate Interest. We process certain personal data for our legitimate interests. These legitimate interests include contacting you to provide support or sending you marketing information (subject to applicable law); detecting, preventing, and investigating illegal activities and potential security issues; and maintaining and improving our Services. We will balance our interests, the purpose and necessity of processing, and the rights and risks to you before we process for legitimate interests.

Performance of a Contract. We process personal data to perform our obligations under an agreement with you or our Customers. For example, we use payment information you provide when you purchase a Service.

Other Legal Bases. In some cases, we may have a legal obligation to process your personal data, such as in response to a court or regulator order. We also may need to process your personal data to protect vital interests, or to exercise, establish, or defend legal claims.

Automated Decision Making and Profiling

We use an automated chat bot within some of our Services to screen your requests and questions. The purpose of the automated chat bot is to fulfill frequently asked questions provided by our users, tag the requests and questions to route to our most appropriate contact, and improve our responses and Services. The chat bot is not fully automated and will not have a legal or significant impact on you.

International Transfers

For personal data transferred from the European Union, the United Kingdom, or Switzerland, we will provide appropriate safeguards, such as through use of standard contractual clauses.

We will provide an individual opt-out choice, or opt-in for sensitive data, before we share your sensitive data with third parties other than our agents, or before we use it for a purpose other than which it was originally collected or subsequently authorized. To

request to limit the use and disclosure of your personal data, please submit a written request to privacy@governmentjobs.com.

In certain situations, we may be required to disclose personal data in response to lawful requests by public authorities, including to meet national security or law enforcement requirements.

Data Security and Integrity

We implement physical, technical, and administrative safeguards designed to maintain data accuracy, integrity, and security, prevent unauthorized access, and facilitate correct use of personal data. Our security measures take into account the risk of harm to you and Customers, as well as the availability of technology, industry common practices, effectiveness of mitigation controls, and the sustainability of those controls by us.

Although we maintain the controls listed herein, transmission of data is not without risk and we complete security of your personal data cannot be guaranteed. Please note, you are responsible for keeping your login credentials secret at all times, including your username and password.

In the event we believe the security of your personal data in our possession or control may be compromised, we may seek to notify you by e-mail and you consent to our use of e-mail as a means of such notification.

Retention and Removal

For personal data we determine the purposes for and means by which it is processed, such personal data will not be kept for longer than necessary for the original purpose of collection, when no longer relevant, or upon permissible request. When the original purpose no longer exists, we will either delete or anonymize, or de-identify your personal data (subject to applicable law) or, if this is not possible, we will securely store your personal data until deletion is possible. Your personal data will be appropriately disposed in a manner designed to ensure it cannot be reconstructed or read. If you are a job applicant, after your account has been closed, we may retain Platform Data as permitted by law.

Where our Customer is the controller of your personal data, our retention policies and procedures are designed to allow Customers to comply with their own record retention

requirements. If you are a job applicant that deletes your profile with us, your personal data will be removed, anonymized, or de-identified with our job applicant database; however, your data may persist within the applications you previously submit to our Customers until Customer disposal. Job applicants should contact the Customer they sent the application to if they seek enforcement of eligible data rights in that application.

Information on Children

These Services are not directed at children under the age of thirteen (13) and we do not knowingly collect personal data from children under the age of thirteen (13). If we become aware that we have inadvertently received personal data from a person under the age of thirteen (13), we will delete the personal data from our records. If you believe that we have collected personal data from a child under 13 without parental consent, you may report this to us using any of the privacy support emails listed at the end of this Policy.

If you are a California resident under 18 years old, you have the right to remove personal data you have posted to our Services. Please contact us using any of the privacy support emails listed at the end of this Policy, and describe what personal data you've posted that you now want removed. We will use reasonable efforts to remove such personal data in compliance with the law and our other obligations stated herein. We do not sell the personal data of consumers we actually know are less than 16 years of age, unless we receive affirmative authorization from either the consumer who is at least 13 but not yet 16 years of age, or the parent or guardian of a consumer less than 13 years of age.

Right to Revise

We reserve the right to revise our Policy to reflect changes in our online information practices or to comply with the law by publishing a new version on our website. In circumstances where we materially change the way in which we collect or use personal data, we materially change the terms of this Policy, or where personal data is no longer used consistently with a previously named purpose, we will provide notice and publish the new version on our website. You should periodically check this page to remind yourself of the rights herein.

Contact Details

This website is owned and operated by Governmentjobs.com, Inc. (DBA "NEOGOV"). Our

principal place of business is at 2120 Park Place, Suite 100, El Segundo, CA 90245. You can contact us by email, telephone, or regular mail using the contact information listed herein.

Privacy Contacts

If at any time you have questions or concerns about this Policy, please feel free to e-mail us at the appropriate contact relative your jurisdiction:

United States:

privacy@governmentjobs.com

privacy@schooljobs.com

privacy@neogov.com

privacy@neoed.com

European Union:

Data Protection Manager at dpo@governmentjobs.com

Users who have a visual disability may be able to use a screen reader or other text-to-speech tool to review the contents of this Policy. If you experience any difficulties assessing the information here or you wish to obtain a copy of this Policy, please contact us using the details above.

Sign up for Our Newsletter

Email address...

Subscribe

Sign In

Schedule an Appointment

PLATFORM

Recruit

Develop

Exhibit A
Order Form



NEOGOV

Governmentjobs.com, Inc. (dba "NEOGOV")
2120 Park Pl, Suite 100
El Segundo, CA 90245
United States
billing@neogov.com
Sales Rep: Wesley Taylor

Customer:

Storey, County of (NV)
300 E 2nd St, Reno, NV 89501, USA
Storey, NV
USA

Quote Valid From: 4/19/2023
Quote Valid To: 8/31/2023

Quote Number: Q-10923
PaymentTerms: Annual,Net 30
Subscription Term in Months: 36

Employee Count: 125
Order Summary

Year 1

Service Description	Type	Start Date	End Date	Term Price (USD)
Recruit Module	RECURRING			\$7,667.00
Includes Insight, Onboard, Governmentjobs.com, Candidate Text Messaging (CTM)				
Recruit Module Setup And Training	ONE-TIME			\$5,500.00
New Hire Export (IN+ON Data) Subscription	RECURRING			\$664.40
New Hire Export (IN+ON) Setup	ONE-TIME			\$2,000.00
Year 1 TOTAL:				\$15,831.40

Year 2

Service Description	Type	Start Date	End Date	Term Price (USD)
Recruit Module	RECURRING			\$11,152.00
Includes Insight, Onboard, Governmentjobs.com, Candidate Text Messaging (CTM)				

Service Description	Type	Start Date	End Date	Term Price (USD)
New Hire Export (IN+ON Data) Subscription	RECURRING			\$966.40
Year 2 TOTAL:				\$12,118.40

Year 3

Service Description	Type	Start Date	End Date	Term Price (USD)
Recruit Module	RECURRING			\$14,637.00
Includes Insight, Onboard, Governmentjobs.com, Candidate Text Messaging (CTM)				
New Hire Export (IN+ON Data) Subscription	RECURRING			\$1,268.40
Year 3 TOTAL:				\$15,905.40

ORDER TOTAL (USD) :

\$43,855.20

DRAFT

A. Terms and Conditions

1. Agreement. This Ordering Document and the Services purchased herein are expressly conditioned upon the acceptance by Customer of the terms of the NEOGOV Services Agreement either affixed hereto or the version most recently published prior to execution of this Ordering Form available at <https://www.neogov.com/service-specifications>. Unless otherwise stated, all capitalized terms used but not defined in this Order Form shall have the meanings given to them in the NEOGOV Services Agreement.
2. Effectiveness & Modification. Neither Customer nor NEOGOV will be bound by this Ordering Document until it has been signed by its authorized representative (the "Effective Date"). Unless otherwise stated in this Ordering Document, all SaaS Subscriptions shall commence on the Effective Date. This Ordering Document may not be modified or amended except through a written instrument signed by the parties.
3. Summary of Fees. Listed above is a summary of Fees under this Order. Once placed, your order shall be non-cancelable and the sums paid nonrefundable, except as provided in the Agreement.
4. Order of Precedence. This Ordering Document shall take precedence in the event of direct conflict with the Services Agreement, applicable Schedules, and Service Specifications.

B. Special Conditions (if any).

**"Storey, County of
(NV)"**

Signature:

Print Name:

Date:



Board of Storey County Commissioners Agenda Action Report

Meeting date: 8/15/2023 10:00 AM -
BOCC Meeting

Estimate of Time Required: 10 min

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and possible approval for county staff to apply for funding for the Phase 2 of the Comstock Historic Structures Survey project through the State Historic Preservation Office Historic Preservation Fund 2023 grant. County staff will be applying for \$50,000 in grant funding.
- **Recommended motion:** I (commissioner), move to approve county staff to apply for \$50,000 for the Phase 2 of the Comstock Historic Structures Survey project through the State Historic Preservation Office Historic Preservation Fund 2023 grant.
- **Prepared by:** Honey Coughlin

Department:

Contact Number: 7758470986

- **Staff Summary:** Phase 1 of this project, undertaken in 2021, entailed a survey update of the resources of the Virginia City Historic District and also encompassed resources in Gold Hill, the "Divide", and the Comstock section of Dayton and Silver City, in Lyon County. The indexing included photographs, architectural styles, current integrity and condition, and dates of the resources. Phase 2 will go further by cleaning up the data from Phase 1 and adding to it from 1980's survey forms and cross-referencing survey data with lot and block numbers from the National Register of Historic Places listing. A Historic Preservation Consultant will be necessary to ensure data accuracy. All of this will be done in conjunction with GIS work and the finished product will be integrated into the County's GIS layers and into the Nevada Cultural Resource Information System (NVCRIS) at the SHPO.
- **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: 8/15/2023 10:00 AM -
BOCC Meeting

Estimate of Time Required: 5 mins

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and possible approval of Resolution #23-701, a resolution setting grade and salary range of employees fixed by ordinance or resolution per NRS 245.045 for appointed Storey County officials for the 2023-24 fiscal year and superseding prior fiscal year (FY2022-23) action by resolution for the appointed Storey County employees with the Senior Services Director allocated to Grade 144, effective retro-active to January 1, 2023 and the Culinary Coordinator allocated to Grade 119, effective retro-active to July 1, 2023.
- **Recommended motion:** I (commissioner) move to approve Resolution #23-701, a resolution setting grade and salary range of employees fixed by ordinance or resolution per NRS 245.045 for appointed Storey County officials for the 2023-24 fiscal year and superseding prior fiscal year (FY2022-23) action by resolution for the appointed Storey County employees with the Senior Services Director allocated to Grade 144, effective retro-active to January 1, 2023 and the Culinary Coordinator allocated to Grade 119, effective retro-active to July 1, 2023.

- **Prepared by:** Brandie Lopez

Department:

Contact Number: 775-847-0968

- **Staff Summary:** The Senior Services Director is to be reallocated to a Grade 144 due to added responsibilities, the designation of department head and internal alignment with other department heads in the county. We are asking for this change to be retro active to January 1, 2023. Based on a new comparison with other counties, the Culinary Coordinator should be reallocated to a Grade 119.
- **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

NON-Rep chart																					
	1 (7/2023)	Hourly Step 1	2	Hourly Step 2	3	Hourly Step 3	4	Hourly Step 4	5	Hourly Step 5	6	Hourly Step 6	7	Hourly Step 7	8	Hourly Step 8	9	Hourly Step 9	10	Hourly Step 10	
97	28,545.73	\$ 13.72	29,544.83	\$ 14.20	30,578.90	\$ 14.70	31,649.16	\$ 15.22	32,756.88	\$ 15.75	33,903.37	\$ 16.30	35,089.99	\$ 16.87	36,318.14	\$ 17.46	37,589.27	\$ 18.07	38,904.90	\$ 18.70	
98	29,274.17	\$ 14.07	30,298.76	\$ 14.57	31,359.22	\$ 15.08	32,456.79	\$ 15.60	33,592.78	\$ 16.15	34,768.53	\$ 16.72	35,985.43	\$ 17.30	37,244.92	\$ 17.91	38,548.49	\$ 18.53	39,897.69	\$ 19.18	
99	30,025.37	\$ 14.44	31,076.26	\$ 14.94	32,163.93	\$ 15.46	33,289.67	\$ 16.00	34,454.81	\$ 16.56	35,660.72	\$ 17.14	36,908.85	\$ 17.74	38,200.66	\$ 18.37	39,537.68	\$ 19.01	40,921.50	\$ 19.67	
100	30,799.34	\$ 14.81	31,877.32	\$ 15.33	32,993.02	\$ 15.86	34,147.78	\$ 16.42	35,342.95	\$ 16.99	36,579.95	\$ 17.59	37,860.25	\$ 18.20	39,185.36	\$ 18.84	40,556.85	\$ 19.50	41,976.34	\$ 20.18	
101	31,596.07	\$ 15.19	32,701.93	\$ 15.72	33,846.50	\$ 16.27	35,031.13	\$ 16.84	36,257.22	\$ 17.43	37,526.22	\$ 18.04	38,839.64	\$ 18.67	40,199.02	\$ 19.33	41,605.99	\$ 20.00	43,062.20	\$ 20.70	
102	32,415.56	\$ 15.58	33,550.11	\$ 16.13	34,724.36	\$ 16.69	35,939.72	\$ 17.28	37,197.61	\$ 17.88	38,499.52	\$ 18.51	39,847.01	\$ 19.16	41,241.65	\$ 19.83	42,685.11	\$ 20.52	44,179.09	\$ 21.24	
103	33,257.82	\$ 15.99	34,421.85	\$ 16.55	35,626.61	\$ 17.13	36,873.54	\$ 17.73	38,164.12	\$ 18.35	39,499.86	\$ 18.99	40,882.36	\$ 19.65	42,313.24	\$ 20.34	43,794.20	\$ 21.05	45,327.00	\$ 21.79	
104	34,100.08	\$ 16.39	35,293.58	\$ 16.97	36,528.86	\$ 17.56	37,807.37	\$ 18.18	39,130.63	\$ 18.81	40,500.20	\$ 19.47	41,917.71	\$ 20.15	43,384.83	\$ 20.86	44,903.30	\$ 21.59	46,474.91	\$ 22.34	
105	34,965.10	\$ 16.81	36,188.88	\$ 17.40	37,455.49	\$ 18.01	38,766.44	\$ 18.64	40,123.26	\$ 19.29	41,527.57	\$ 19.97	42,981.04	\$ 20.66	44,485.38	\$ 21.39	46,042.36	\$ 22.14	47,653.85	\$ 22.91	
106	35,852.89	\$ 17.24	37,107.74	\$ 17.84	38,406.51	\$ 18.46	39,750.74	\$ 19.11	41,142.02	\$ 19.78	42,581.99	\$ 20.47	44,072.36	\$ 21.19	45,614.89	\$ 21.93	47,211.41	\$ 22.70	48,863.81	\$ 23.49	
107	36,763.44	\$ 17.67	38,050.16	\$ 18.29	39,381.91	\$ 18.93	40,760.28	\$ 19.60	42,186.89	\$ 20.28	43,663.43	\$ 20.99	45,191.65	\$ 21.73	46,773.36	\$ 22.49	48,410.43	\$ 23.27	50,104.79	\$ 24.09	
108	37,696.75	\$ 18.12	39,016.14	\$ 18.76	40,381.70	\$ 19.41	41,795.06	\$ 20.09	43,257.89	\$ 20.80	44,771.92	\$ 21.52	46,338.93	\$ 22.28	47,960.80	\$ 23.06	49,639.42	\$ 23.87	51,376.80	\$ 24.70	
109	38,675.59	\$ 18.59	40,029.24	\$ 19.24	41,430.26	\$ 19.92	42,880.32	\$ 20.62	44,381.13	\$ 21.34	45,934.47	\$ 22.08	47,542.18	\$ 22.86	49,206.16	\$ 23.66	50,928.37	\$ 24.48	52,710.86	\$ 25.34	
110	39,679.13	\$ 19.08	41,067.90	\$ 19.74	42,505.27	\$ 20.44	43,992.96	\$ 21.15	45,532.71	\$ 21.89	47,126.36	\$ 22.66	48,775.78	\$ 23.45	50,482.93	\$ 24.27	52,249.83	\$ 25.12	54,078.58	\$ 26.00	
111	40,671.11	\$ 19.55	42,094.59	\$ 20.24	43,567.90	\$ 20.95	45,092.78	\$ 21.68	46,671.03	\$ 22.44	48,304.51	\$ 23.22	49,995.17	\$ 24.04	51,745.00	\$ 24.88	53,556.08	\$ 25.75	55,430.54	\$ 26.65	
112	41,687.86	\$ 20.04	43,146.94	\$ 20.74	44,657.08	\$ 21.47	46,220.08	\$ 22.22	47,837.78	\$ 23.00	49,512.11	\$ 23.80	51,245.03	\$ 24.64	53,038.61	\$ 25.50	54,894.96	\$ 26.39	56,816.28	\$ 27.32	
113	42,730.09	\$ 20.54	44,225.64	\$ 21.26	45,773.54	\$ 22.01	47,375.61	\$ 22.78	49,033.76	\$ 23.57	50,749.94	\$ 24.40	52,526.19	\$ 25.25	54,364.60	\$ 26.14	56,267.36	\$ 27.05	58,236.72	\$ 28.00	
114	43,798.33	\$ 21.06	45,331.27	\$ 21.79	46,917.87	\$ 22.56	48,559.99	\$ 23.35	50,259.59	\$ 24.16	52,018.68	\$ 25.01	53,839.33	\$ 25.88	55,723.71	\$ 26.79	57,674.04	\$ 27.73	59,692.63	\$ 28.70	
115	44,893.28	\$ 21.58	46,464.54	\$ 22.34	48,090.80	\$ 23.12	49,773.98	\$ 23.93	51,516.07	\$ 24.77	53,319.13	\$ 25.63	55,185.30	\$ 26.53	57,116.78	\$ 27.46	59,115.87	\$ 28.42	61,184.93	\$ 29.42	
116	46,015.62	\$ 22.12	47,626.16	\$ 22.90	49,293.08	\$ 23.70	51,018.34	\$ 24.53	52,803.98	\$ 25.39	54,652.12	\$ 26.28	56,564.94	\$ 27.19	58,544.72	\$ 28.15	60,593.78	\$ 29.13	62,714.56	\$ 30.15	
117	47,166.00	\$ 22.68	48,816.81	\$ 23.47	50,525.40	\$ 24.29	52,293.79	\$ 25.14	54,124.07	\$ 26.02	56,018.42	\$ 26.93	57,979.06	\$ 27.87	60,008.33	\$ 28.85	62,108.62	\$ 29.86	64,282.42	\$ 30.91	
118	48,345.16	\$ 23.24	50,037.24	\$ 24.06	51,788.54	\$ 24.90	53,601.14	\$ 25.77	55,477.18	\$ 26.67	57,418.88	\$ 27.61	59,428.54	\$ 28.57	61,508.54	\$ 29.57	63,661.34	\$ 30.61	65,889.49	\$ 31.68	
119	49,553.79	\$ 23.82	51,288.18	\$ 24.66	53,083.26	\$ 25.52	54,941.18	\$ 26.41	56,864.12	\$ 27.34	58,854.36	\$ 28.30	60,914.27	\$ 29.29	63,046.27	\$ 30.31	65,252.88	\$ 31.37	67,536.74	\$ 32.47	
120	50,792.64	\$ 24.42	52,570.38	\$ 25.27	54,410.35	\$ 26.16	56,314.71	\$ 27.07	58,285.72	\$ 28.02	60,325.72	\$ 29.00	62,437.13	\$ 30.02	64,622.42	\$ 31.07	66,884.21	\$ 32.16	69,225.16	\$ 33.28	
121	52,062.44	\$ 25.03	53,884.62	\$ 25.91	55,770.58	\$ 26.81	57,722.55	\$ 27.75	59,742.84	\$ 28.72	61,833.84	\$ 29.73	63,998.03	\$ 30.77	66,237.96	\$ 31.85	68,556.29	\$ 32.96	70,955.76	\$ 34.11	
122	53,364.01	\$ 25.66	55,231.75	\$ 26.55	57,164.86	\$ 27.48	59,165.63	\$ 28.45	61,236.43	\$ 29.44	63,379.71	\$ 30.47	65,598.00	\$ 31.54	67,893.93	\$ 32.64	70,270.21	\$ 33.78	72,729.67	\$ 34.97	
123	54,698.11	\$ 26.30	56,612.54	\$ 27.22	58,593.98	\$ 28.17	60,644.77	\$ 29.16	62,767.34	\$ 30.18	64,964.19	\$ 31.23	67,237.94	\$ 32.33	69,591.27	\$ 33.46	72,026.96	\$ 34.63	74,547.91	\$ 35.84	
124	56,065.56	\$ 26.95	58,027.86	\$ 27.90	60,058.83	\$ 28.87	62,160.89	\$ 29.89	64,336.52	\$ 30.93	66,588.30	\$ 32.01	68,918.89	\$ 33.13	71,331.06	\$ 34.29	73,827.64	\$ 35.49	76,411.61	\$ 36.74	
125	57,467.19	\$ 27.63	59,478.55	\$ 28.60	61,560.30	\$ 29.60	63,714.91	\$ 30.63	65,944.93	\$ 31.70	68,253.00	\$ 32.81	70,641.85	\$ 33.96	73,114.32	\$ 35.15	75,673.32	\$ 36.38	78,321.89	\$ 37.65	
126	58,903.89	\$ 28.32	60,965.52	\$ 29.31	63,099.32	\$ 30.34	65,307.79	\$ 31.40	67,593.57	\$ 32.50	69,959.34	\$ 33.63	72,407.92	\$ 34.81	74,942.20	\$ 36.03	77,565.17	\$ 37.29	80,279.95	\$ 38.60	
127	60,376.48	\$ 29.03	62,489.65	\$ 30.04	64,676.79	\$ 31.09	66,940.48	\$ 32.18	69,283.40	\$ 33.31	71,708.31	\$ 34.48	74,218.11	\$ 35.68	76,815.74	\$ 36.93	79,504.29	\$ 38.22	82,286.94	\$ 39.56	
128	61,885.87	\$ 29.75	64,051.88	\$ 30.79	66,293.69	\$ 31.87	68,613.97	\$ 32.99	71,015.46	\$ 34.14	73,501.00	\$ 35.34	76,073.54	\$ 36.57	78,736.11	\$ 37.85	81,491.87	\$ 39.18	84,344.09	\$ 40.55	
129	63,433.05	\$ 30.50	65,653.21	\$ 31.56	67,951.07	\$ 32.67	70,329.36	\$ 33.81	72,790.89	\$ 35.00	75,338.57	\$ 36.22	77,975.42	\$ 37.49	80,704.56	\$ 38.80	83,529.22	\$ 40.16	86,452.74	\$ 41.56	
130	65,018.86	\$ 31.26	67,294.52	\$ 32.35	69,649.83	\$ 33.49	72,087.57	\$ 34.66	74,610.64	\$ 35.87	77,222.01	\$ 37.13	79,924.78	\$ 38.43	82,722.15	\$ 39.77	85,617.43	\$ 41.16	88,614.04	\$ 42.60	
131	66,644.33	\$ 32.04	68,976.88	\$ 33.16	71,391.07	\$ 34.32	73,889.76	\$ 35.52	76,475.90	\$ 36.77	79,152.56	\$ 38.05	81,922.90	\$ 39.39	84,790.20	\$ 40.76	87,757.86	\$ 42.19	90,829.38	\$ 43.67	
132	68,310.44	\$ 32.84	70,701.31	\$ 33.99	73,175.85	\$ 35.18	75,737.01	\$ 36.41	78,387.80	\$ 37.69	81,131.38	\$ 39.01	83,970.97	\$ 40.37	86,909.96	\$ 41.78	89,951.81	\$ 43.25	93,100.12	\$ 44.76	
133	70,018.19	\$ 33.66	72,468.83	\$ 34.84	75,005.24	\$ 36.06	77,630.42	\$ 37.32	80,347.49	\$ 38.63	83,159.65	\$ 39.98	86,070.24	\$ 41.38	89,082.70	\$ 42.83	92,200.59	\$ 44.33	95,427.61	\$ 45.88	
134	71,768.66	\$ 34.50	74,280.56	\$ 35.71	76,880.38	\$ 36.96	79,571.19	\$ 38.26	82,356.19	\$ 39.59	85,238.65	\$ 40.98	88,222.01	\$ 42.41	91,309.78	\$ 43.90	94,505.62	\$ 45.44	97,813.32	\$ 47.03	
135	73,562.87	\$ 35.37	76,137.57	\$ 36.60	78,802.38	\$ 37.89	81,560.47	\$ 39.21	84,415.08	\$ 40.58	87,369.61	\$ 42.00	90,427.55	\$ 43.47	93,592.51	\$ 45.00	96,868.25	\$ 46.57	100,258.64	\$ 48.20	
136	75,401.95	\$ 36.25	78,041.02	\$ 37.52	80,772.46	\$ 38.83	83,599.50	\$ 40.19	86,525.48	\$ 41.60	89,553.87	\$ 43.05	92,688.25	\$ 44.56	95,932.34	\$ 46.12	99,289.98	\$ 47.74	102,765.12	\$ 49.41	
137	77,287.00	\$ 37.16	79,992.04	\$ 38.46	82,791.76	\$ 39.80	85,689.48	\$ 41.20	88,688.61	\$ 42.64	91,792.71	\$ 44.13	95,005.45	\$ 45.68	98,330.65	\$ 47.27	101,772.22	\$ 48.93	105,334.25	\$ 50.64	
138	79,219.18	\$ 38.09	81,991.85	\$ 39.42	84,861.57	\$ 40.80	87,831.72	\$ 42.23	90,905.83	\$ 43.70	94,087.54	\$ 45.23	97,380.60	\$ 46.82	100,788.92	\$ 48.46	104,316.53	\$ 50.15	107,967.61	\$ 51.91	
139	81,199.67	\$ 39.04	84,041.66	\$ 40.40	86,983.12	\$ 41.82	90,027.53	\$ 43.28	93,178.49	\$ 44.80	96,439.74	\$ 46.37	99,815.13	\$ 47.99	103,308.66	\$ 49.67	106,924.46	\$ 51.41	110,666.82	\$ 53.21	
140	83,229.67	\$ 40.01	86,142.71	\$ 41.41	89,157.70	\$ 42.86	92,278.22	\$ 44.36	95,507.96	\$ 45.92	98,850.74	\$ 47.52	102,310.51	\$ 49.19	105,891.38	\$ 50.91	109,597.58	\$ 52.69	113,433.49	\$ 54.54	
141	85,310.38	\$ 41.01	88,296.25	\$ 42.45	91,386.62	\$ 43.94	94,585.15	\$ 45.47	97,895.63	\$ 47.07	101,321.98	\$ 48.71	104,868.24	\$ 50.42	108,538.63	\$ 52.18	112,337.49	\$ 54.01	116,269.30	\$ 55.90	
142	87,443.16	\$ 42.04	90,503.67	\$ 43.51	93,671.30	\$ 45.03	96,949.79	\$ 46.61	100,343.03	\$ 48.24	103,855.04	\$ 49.93	107,489.97	\$ 51.6							

RESOLUTION NO. 23-701

A RESOLUTION SETTING SALARIES OF EMPLOYEES FIXED BY ORDINANCE OR RESOLUTION PER NRS 245.045 FOR APPOINTED OFFICIALS.

BE IT HEREBY RESOLVED BY THE STOREY COUNTY BOARD OF COUNTY COMMISSIONERS, STOREY COUNTY, NEVADA:

WHEREAS, for the purposes of NRS 245.045, the Storey County Board of County Commissioners has authority to establish the salaries of all appointed and non-represented County employees by the enactment of a resolution.

WHEREAS, the salaries of all appointed officials and non-represented county employees, except certain Sheriff's Office employees set by collective bargaining agreement, are consistently to be derived from a similar step and grade range salary system shown in the General Salary Schedule (Attachment A) for appointed officials and non-represented employees of the county.

WHEREAS, the General Salary Schedule step and grade ranges (Attachment A) will be consistent with the AFSCME general employees salary schedule and will be adjusted accordingly on a year-by-year basis to account for cost-of-living and to maintain consistency in the county's classification plan.

WHEREAS, the salary grade range of appointed officials and non-represented employees shall be as follows for the 2023-24 fiscal period:

Position	Salary Grade
Administrative Assistant I	Grade 110
Administrative Assistant II	Grade 116
Administrative Assistant III	Grade 119
Assistant Sheriff	Grade 148
Automotive/Equipment Manager	Grade 133
Bailiff/Court Services Officer	Grade 124
Buildings and Grounds Manager	Grade 133
Building Official	Grade 144
Business Development Officer	Grade 140
Chief Deputy District Attorney	Grade 153
Community Development Director	Grade 152
Community Services Coordinator	Grade 130
Comptroller	Grade 154
Corrections Officer	Grade 117
County Manager	Grade 161
Culinary Coordinator	Grade 147 119
Cyber Security Officer	Grade 133
Deputy District Attorney	Grade 152

Dispatch Manager	Grade 140
Emergency Management Director	Grade 144
Tourism and Event Manager	Grade 135
Event and Site Manager	Grade 124
Grants Manager	Grade 135
HR Director	Grade 144
HR Generalist	Grade 124
Information Technology Director	Grade 152
Information Technology Officer	Grade 140
Kitchen Aide	Grade 108
Management Analyst	Grade 131
Meals on Wheels Coordinator	Grade 110
Planning Manager	Grade 144
Public Works Director	Grade 152
Roads Manager	Grade 133
Senior Center Site Manager	Grade 119
Senior Services Director	Grade 140 144
Tourism Director	Grade 152

WHEREAS, the salary grade and step range of casual intermittent less-than part-time positions in the General Salary Schedule (Attachment A) shall be as follows for the 2023-24 fiscal period:

IPT Administrative Assistant I	Grade 110
IPT Administrative Assistant II	Grade 116
IPT Deputy	Deputy
IPT Evidence Custodian	Grade 115
IPT Facilities Maintenance Worker	Grade 110
IPT Homemaker	Grade 102
IPT Inmate Work Crew Coordinator	Grade 117
IPT Lifeguard	Grade 100
IPT Maintenance Worker/Heavy Equipment Operator	Grade 118
IPT Park Maintenance Worker	Grade 105
IPT Pool Maintenance Worker	Grade 110
IPT Pool Supervisor	Grade 108
IPT Program Coordinator (Senior Services)	Grade 104
IPT Road Worker	Grade 110
IPT Volunteer Coordinator (Sheriff Office)	Grade 117
IPT Tourism Assistant	Grade 110
IPT Tourism Transportation Driver	Grade 110
IPT Transportation Driver	Grade 102
IPT Visitor Liaison	Grade 110

WHEREAS, the flat-rate salaries for the positions below shall be set by the Storey County Board of Commissioners as follows:

Government Affairs Director	\$30,000 (salary split 50/50 with SCSD)
-----------------------------	--

Justice of the Peace

\$ 89,500

WHEREAS, salaries are set by the Nevada Legislature and County Commissioners for elected positions as follows:

Assessor	\$71,361
Commissioners	\$30,806.31
Clerk/Treasurer	\$71,361
District Attorney	\$122,678
Recorder	\$71,361
Sheriff	\$96,937

WHEREAS, if there is a PERS increase, said increase will be shared equally between Storey County and the employee in accordance with NRS 286.421 (3) (a) (1).

NOW, THEREFORE BE IT RESOLVED BY THE STOREY COUNTY BOARD OF COUNTY COMMISSIONERS, by unanimous vote, to adopt Resolution 23-701 providing for the setting of salaries for the appointed officials and non-represented employees.

This resolution shall be effective on the 1st day of January 2023.

PROPOSED AND ADOPTED this 15th day of August 2023.

THOSE VOTING AYE:

THOSE VOTING NAY:

STOREY COUNTY

BOARD OF COUNTY COMMISSIONERS:

Jay Carmona, Chairman

ATTEST:

CLERK TO THE BOARD



Board of Storey County Commissioners

Agenda Action Report

Meeting date: 8/15/2023 10:00 AM -
BOCC Meeting

Estimate of Time Required: 10 min

Agenda Item Type: Discussion/Possible Action

- **Title:** Presentation by County staff of marketing materials provided by Lumos & Associates for the Lockwood Senior Center Rebuild Project.
- **Recommended motion:** There is no motion as this is a "discussion only" item.
- **Prepared by:** Honey Coughlin

Department: **Contact Number:** 7758470986

- **Staff Summary:** A brief power point of photos will be presented by County staff along with an update on the project.
- **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 Lockwood Senior and Community Center



Paul Cavin Architect LLC

1575 Delucchi Lane, Suite 120 • Reno • Nevada • 89502 • mobile: 775-842-0261 • office: 775-284-7083
paul@paulcavindesign.com • www.paulcavindesign.com

The new Storey County Lockwood Senior and Community Center will be located at 800 Peri Ranch Road, Lockwood, Nevada. The new center will accommodate the following services: Senior Services, Early Childhood Education, County / Utility Offices, and space for future medical services.

Overall Building Planning

There are three services included in the new building programming: Senior Services, Early Childhood Education and County Offices. A public lobby will be shared by all three. Public site amenities include covered pick-up/drop-off area and ADA parking spaces.

Safety and security for seniors and children is a significant concern. Special consideration has been given to support oversight of pick-up and drop-off.

Senior Center Spaces

The focus for the Senior Center program is the activities space. The following spaces will be designed to support that area: kitchen, warming kitchen, storage, computer carrels and library/living space. The activities space will be directly accessible through the lobby and the office manager will have visibility to both areas.

The public restrooms, family restroom, lactation space, and exam room will be accessible to the Senior Center, Early Childhood Education Center, and County Offices.

Early Childhood Education Center

The Early Childhood Education Center program will support current criteria for a licensed center, providing a healthful and cleanable facility.

The primary spaces are the indoor activity space and the outdoor play area. The other program areas support this function.



View From Peri Ranch Road
12" = 1'-0"



Northwest Entrance
12" = 1'-0"



Senior Activity Patio
12" = 1'-0"

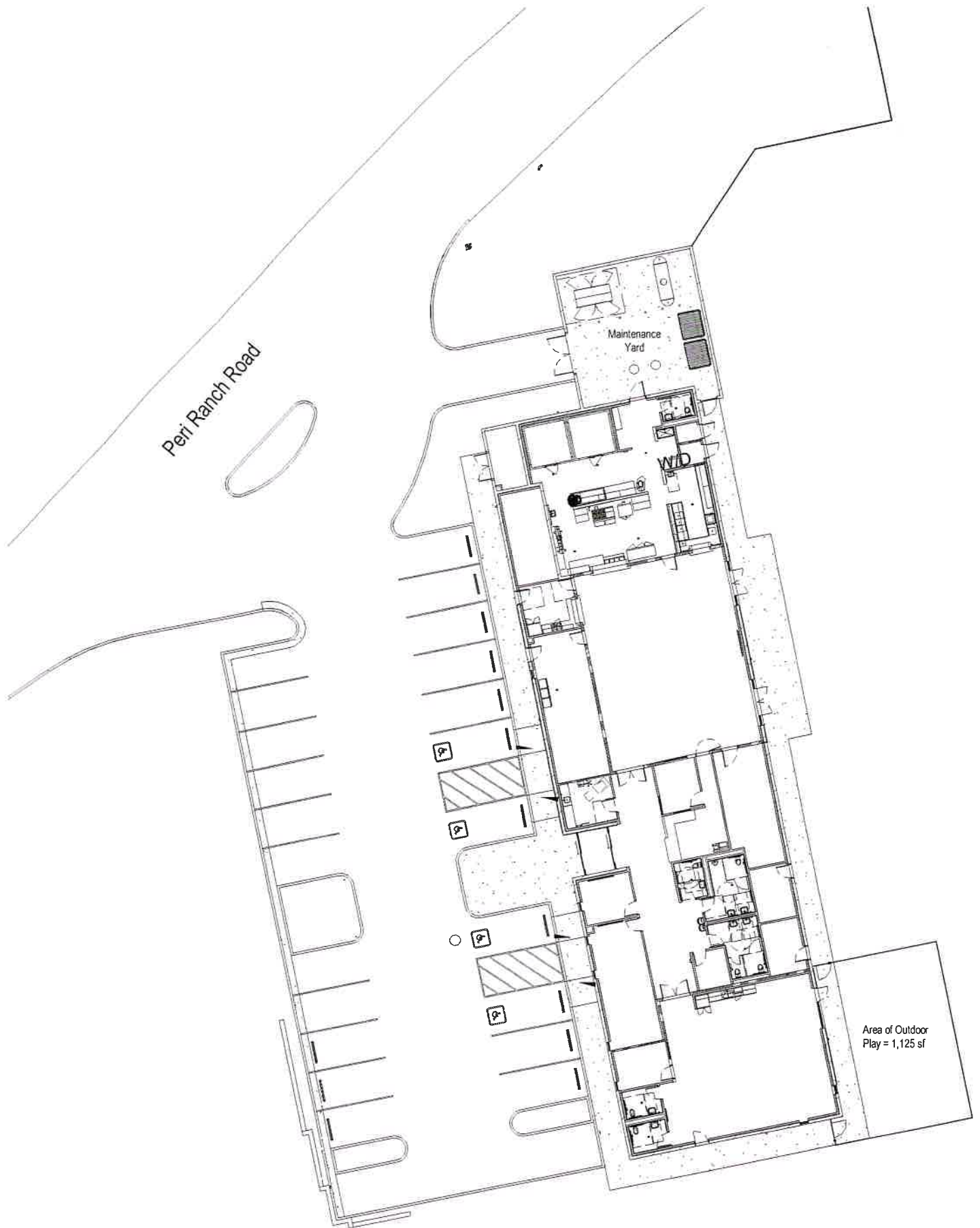


Early Childhood Education Activity Room
12" = 1'-0"



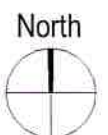
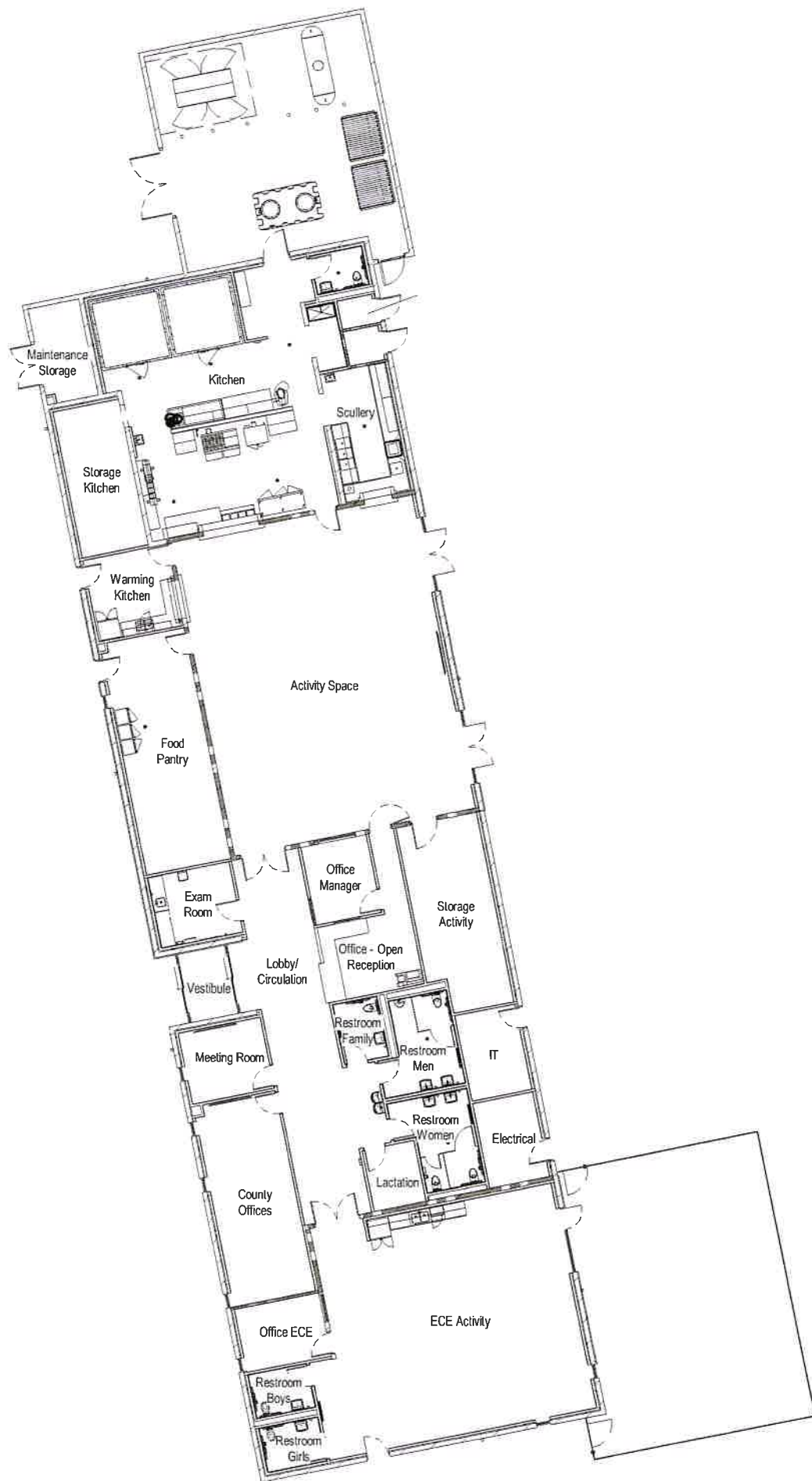
Senior Activity Room

12" = 1'-0"



Overall Site Plan
1" = 30'-0"





Overall Floor Plan
 3/64" = 1'-0"



Board of Storey County Commissioners Agenda Action Report

Meeting date: 8/15/2023 10:00 AM -
BOCC Meeting

Estimate of Time Required: 30 min.

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and possible approval of a vision statement, mission statement, perspectives, and goals for inclusion into the Storey County Strategic Plan.
- **Recommended motion:** I (commissioner) move to approve the vision statement, mission statement, perspectives, and goals for inclusion in the Storey County Strategic Plan.
- **Prepared by:** Austin Osborne and Linda Ritter

Department:

Contact Number: 775.847.0968

- **Staff Summary:** Formulation of a Strategic Plan began several years ago with the Commission providing input on draft mission and vision statements. Soon after, the COVID pandemic altered our ability to hold workshops and effectively reach out to our communities for input on the plan. As a result, we moved our efforts to the Department level. Linda Ritter Consulting worked with Departments to create strategic plans for their operations, which have been in place and used to identify initiatives and drive budgets. This past year, we were able to reach out to Storey County communities to gather their input, using the draft mission and vision statement developed by the Commission. The next step in creating a robust county-wide plan is to link county wide goals with the goals of every department, to analyze current conditions, i.e., our strengths and weaknesses and those opportunities and threats that affect our ability to meet our mission and to develop a list of tactics and initiatives that will move us toward our vision and ensure that we meet our mission considering our current environment. Staff is holding a department workshop in September to develop this analysis, however, prior to doing this, we would like to get the County Commissions approval of the mission, vision, perspective areas and goals – these will be the focus of our discussions at the workshop.
- **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 Strategic Plan

Vision

Storey County is a place a where independence is valued, where the rural Nevada lifestyle and rich history is treasured, and where businesses, large and small, thrive.

Mission

We strive to provide excellent, efficient and predictable services; to be accessible and transparent; to preserve our past and embrace our future; and to provide safe and welcoming places for our residents, businesses, and stakeholders.

Perspectives and Goals

Perspective 1 Support the safety of our communities.

- Goal 1.1 Keep communities safe from crime.
- Goal 1.2 Keep life and property safe from fire.
- Goal 1.3 Provide emergency medical services to the residents and visitors of Storey County.
- Goal 1.4 Provide quick response to calls for emergency services.
- Goal 1.5 Have plans ready to prepare, respond and recover from emergencies.
- Goal 1.6 Provide safe roadways, pedestrian ways, and drainages.

Perspective 2 Support the health of our communities.

- Goal 2.1 Collaborate with the private sector to create a safe and appealing built environment.
- Goal 2.2 Support senior population through nutrition and other programming that creates holistic social and physical wellbeing.
- Goal 2.3 Provide safe and adequate water.
- Goal 2.4 Provide for safe and adequate wastewater treatment and waste disposal.
- Goal 2.5 Operate recreational facilities for safe and optimum use by the public.

Perspective 3 Respect and promote the distinct character and heritage of our communities.

- Goal 3.1 Encourage public participation in setting the future direction of each unique community.
- Goal 3.2 Support historic preservation in the Virginia City and Gold Hill areas.
- Goal 3.3 Support the rural lifestyle enjoyed by rural communities.

Perspective 4 Attract, retain, and grow businesses that will support long-term sustainability.

- Goal 4.1 Treat the business community like our customers and business partners.
- Goal 4.2 Support the tourism development efforts of the Virginia City Tourism Commission.

Perspective 5 Governance by Storey County is accessible and transparent.

- Goal 5.1 Encourage public participation in all aspects of governance.
- Goal 5.2 Provide accurate and timely information to every community.

Perspective 6 Provide excellent, predictable, and efficient services to all our communities.

- Goal 6.1 Anticipate the needs of the public and plan to meet those needs.
- Goal 6.2 Evaluate the provision of services for effectiveness.
- Goal 6.3 Monitor costs associated with services, staying within allocated budgets at all times.



Board of Storey County Commissioners

Agenda Action Report

**Meeting date: 8/15/2023 10:00 AM -
BOCC Meeting**

Estimate of Time Required: 10

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and possible approval of a 2023-024 Variance request to allow for a reduced front yard setback to construct a primary residence. The applicant proposes a front yard setback of 20-feet from the Highland Road roadway, drainage and utility easement within the Virginia City Highlands subdivision as opposed to the required 30-foot front yard setback. The property is located at 21281 Highland Road, Virginia City Highlands, Storey County, Nevada, Assessor's Parcel Number (APN) 003-191-15.
 - **Recommended motion:** In accordance with the recommendation by the Planning Commission and staff, the Findings of Fact under Section 3.B of this report and as detailed in Section 2.B of this report, and other findings deemed appropriate by the Board of County Commissioners, I (commissioner), move to deny the variance (File 2023-024) to allow for a reduced front yard setback to construct a primary residence. The applicant proposes a front yard setback of 20-feet from the Highland Road roadway, drainage and utility easement within the Virginia City Highlands subdivision as opposed to the required 30-foot front yard setback. The property is located at 21281 Highland Road, Virginia City Highlands, Storey County, Nevada, Assessor's Parcel Number (APN) 003-191-15.
 - In accordance with the recommendation by the Planning Commission and staff, the Findings of Fact under Section 3.B of this report and as detailed in Section 2.B of this report, and other findings deemed appropriate by the Board of County Commissioners, I (commissioner), move to deny the variance (File 2023-024) to allow for a reduced front yard setback to construct a primary residence. The applicant proposes a front yard setback of 20-feet from the Highland Road roadway, drainage and utility easement within the Virginia City Highlands subdivision as opposed to the required 30-foot front yard setback. The property is located at 21281 Highland Road, Virginia City Highlands, Storey County, Nevada, Assessor's Parcel Number (APN) 003-191-15.
 - **Prepared by:** Kathy Canfield
- Department:** **Contact Number:** 775-847-1144
- **Staff Summary:** See Staff Report attached.
 - **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
Planning Department**

Storey County Courthouse
26 South B Street, PO Box 176, Virginia City, Nevada 89440
Phone 775-847-1144 – Fax 775-847-0949
planning@storeycounty.org



To: Storey County Board of County Commissioners

From: Storey County Planning Department

Meeting Date: August 15, 2023 at 10:00 a.m.

Meeting Location: Storey County Courthouse, 26 S. B Street, Virginia City, Storey County, Nevada and via Zoom

Staff Contact: Kathy Canfield

File: 2023-024

Applicant: Mitchell Miller

Property Owner: Mitchell Miller and Kim E Miller, Co-Trustees, Miller Family Trust Agreement dated September 22, 2004

Property Location: 21281 Highland Road, Virginia City Highlands, Storey County, Nevada
APN 003-191-15

Request: A variance (File 2023-024) to allow for a reduced front yard setback to construct a primary residence. The applicant proposes a front yard setback of 20-feet from the Highland Road roadway, drainage and utility easement within the Virginia City Highlands subdivision as opposed to the required 30-foot front yard setback. The property is located at 21281 Highland Road, Virginia City Highlands, Storey County, Nevada, Assessor's Parcel Number (APN) 003-191-15.

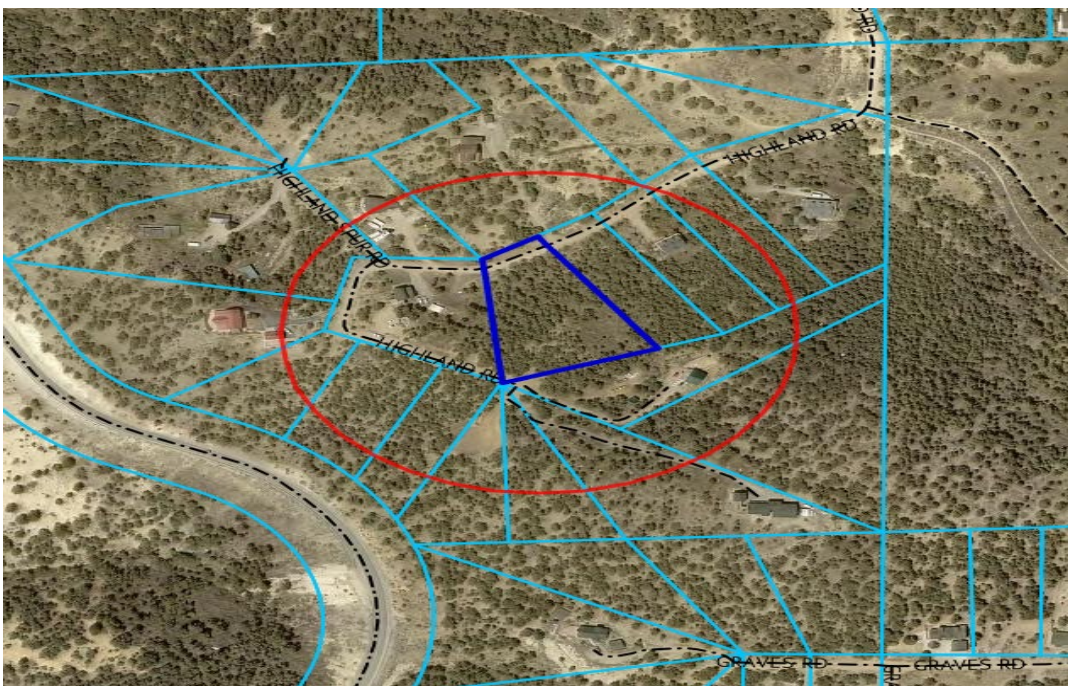
Planning Commission: The Planning Commission heard this request at their August 3, 2023, meeting. Staff reviewed the project and the findings that are required to be made in order to approve a variance request. The applicant presented his justifications for the need for the variance. Exhibit B of this staff report includes his written summary of his statements at the meeting. The Planning Commission expressed understanding of his desires, but could not support the findings for approval of a variance. The Planning Commission voted 4-1 (with two absent) to recommend denial of the variance request.

1. Background & Analysis

- A. **Site Location and Characteristics.** The parcel is approximately 1.72 acres in size and is located within the Virginia City Highlands one-acre residential subdivision. The property is vacant and is accessed from Highland Road. The site has dense vegetation and slopes from the south down to the north. The 50-foot Highland Road access, drainage and utility easement is located on both the north and south edges of the property. A building pad has recently been graded on the parcel with access from the south portion of the property.

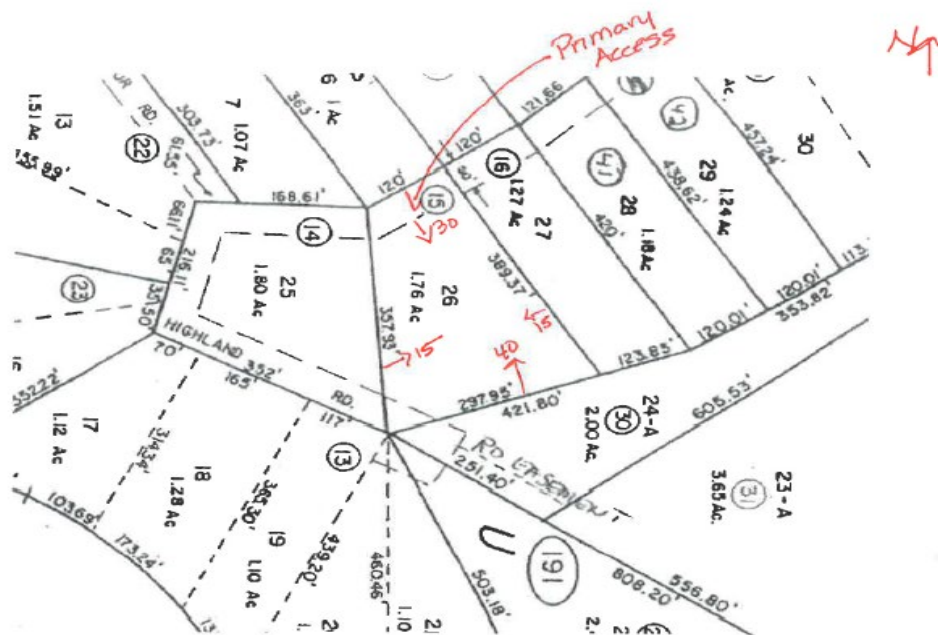


Vicinity Map, Highlands neighborhood



Parcel location

- B. Background.** This past year, Storey County Planning staff worked with the applicant to identify the required building setbacks for this parcel. The applicant has two options for access, the lower portion of Highlands Road (the north property line), or the upper portion of Highland Road (the south property line). Whatever property line was chosen for access would be where the front yard setback would be measured. The side and rear yard setbacks would follow the front yard determination.

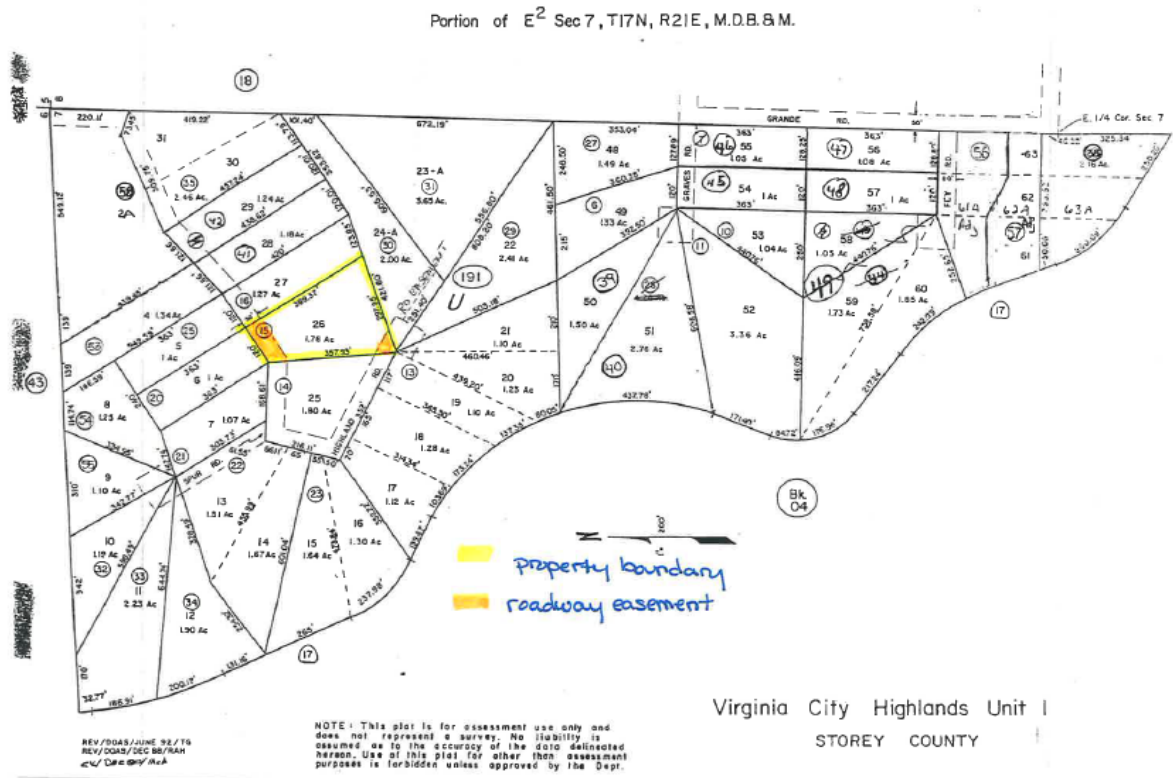


The applicant submitted a well permit to the building department in June 2023 that included a site plan documenting the proposed structure and the building setbacks. Since this submittal, the applicant has determined that this layout does not work for how they would like to develop the property and has requested the 30-foot front yard setback be allowed to be reduced to a 20-foot front yard setback.



2011 photo, prior to grading for building pad

03-19



Parcel map



View from Highland Road looking east, property is on the left side of photograph



View from west property line looking southeast towards Highland Road



View looking northeast at grade created for building pad



View of west property line



View of property looking north from Highland Road

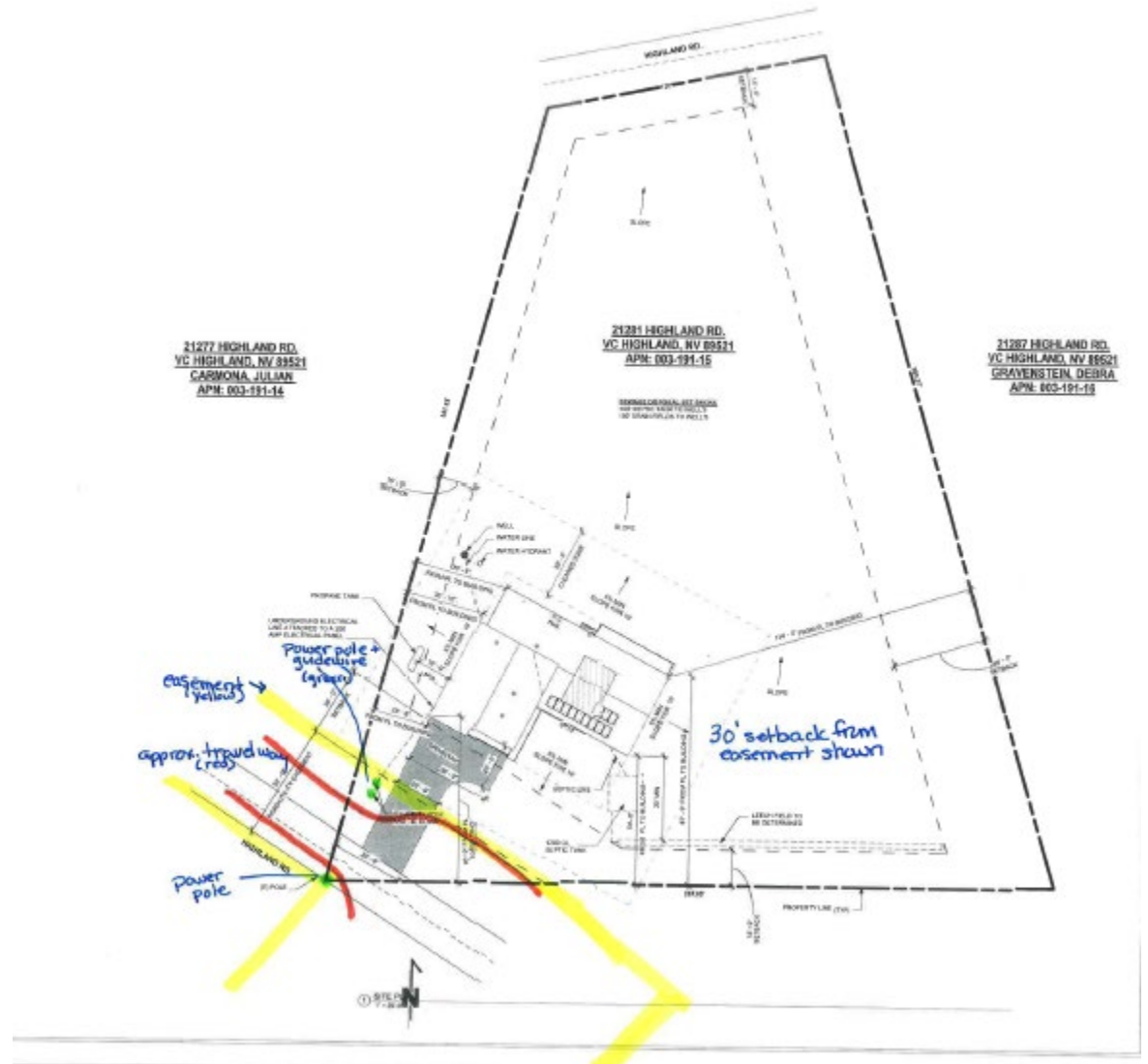


View from Highland Road looking at northwest, power pole and support wire within Highland Road easement

- C. **Proposed Project.** The applicant is proposing to construct a new single family residence with attached garage. The property has two options for access onto Highland Road. The applicant has selected the upper southern access point to develop as this portion of

the property has a vista view to the north. The property is 1.72 acres in size with two private roadway, drainage and utility easements on both the north and south side.

The applicant submitted a site plan drawing to the Storey County Community Development Department in conjunction with their application for construction of a water well. A copy of the plan, shown below with added notations, provides for a development with a 30-foot building setback from the easement location. *(It should be noted that the below drawing does not depict the northern roadway easement and the shown setback is most likely not correct.)*



The shown notations have been added by Planning Department staff. The yellow is an approximate location for the roadway, drainage and utility easement and the red is the approximately location of the travel way. The green dots are the power pole locations.

The applicant has provided rationale for the request to reduce the front yard setback from 30-feet to 20-feet, which can be found in Exhibit A. The applicant requests the

reduction because of the roadway, drainage and utility easement being on the property and to avoid the construction on the slope of the property beyond the graded pad, including additional vegetation removal to meet fire requirements.

- C. **Setbacks.** This property is located within the Estates E-1-VCH of the Highlands neighborhood of Storey County. The setbacks for this zoning district require a 30-foot front yard, 15 foot side yards and 40-foot rear yard as measured from the roadway easement when present as required by Section 17.40.050.
- D. **Variance.** The applicant has requested a variance to the front yard setback (Section 17.40.16.060). The applicant has proposed a front yard setback of 20-feet, versus the required 30-foot setback measured from the roadway, drainage and utility easement. Section 17.03.140 of the Storey County Code identifies the process to request a Variance. This report follows the requirements outlined in the Code.
- E. **Planning Staff Rationale.** County staff do our best to work with an applicant to develop a project that they desire on their land while also complying with the necessary code requirements. In most cases, a solution can be found to allow for code requirements to be met and the applicant to get what they desire for their property. In this situation, a solution was not reached and the applicant desired for the variance application to proceed immediately.

Planning and Building Department staff met with the applicant at the property on July 13, 2023. At the meeting, staff attempted to find the property corners and then measure the easement and setback lines. The east and west property lines were clearly staked, but the south easement location and the southwest property corner were not. As the property is not a rectangular shape, the angle of the property corner could only be guessed at which made for assumptions rather than a precise measurement.

The applicant has submitted a survey of the property prior to the grading activities on the site and had a preliminary site plan designed. These are included in Exhibit A. Utilizing these drawings at the site visit, it did not appear that the travel way within the easement is depicted as it exists. The drawing shows the travel way bordering the southern boundary of the easement, while the site visit staff estimated the travel way to extend further north and more centralized within the easement than depicted. What was submitted is not a stamped survey, and it may be that the surveyor was not focused on “offsite” development when doing the survey, but this travel way is important in determining how close the structure will be to the travel way. This distance is also very much a part of the applicant’s rationale for granting the variance, but staff could not confirm the distances stated in the applicant’s rationale were correct.

Staff suggested having the surveyor come back to the site to mark the easement and setback locations. The applicant acknowledged the suggestion but wanted to move forward with the variance request as quickly as possible.

2. Compatibility and Compliance

- A. **Compatibility with surrounding uses and zones.** The following table documents land uses, zoning classification and master plan designations for the land at and surrounding the proposed project. There are no evident conflicts between the proposed single family residential land use and Storey County Title 17 Zoning or the 2016 Master Plan with the exception of the setback which is addressed with the Variance application.

	Land Use	Master Plan Designation	Zoning
Applicant's Land	vacant	Single family estate	Estate E-1-VCH
Land to the North	Single family residential	Single family estate	Estate E-1-VCH
Land to the East	Vacant and single family residential	Single family estate	Estate E-1-VCH
Land to the South	Single family residential	Single family estate	Estate E-1-VCH
Land to the West	Single family residential	Single family estate	Estate E-1-VCH

- B. **Variances.** The Zoning Code Section 17.03.140 Variances states that a Variance to the provisions of its title may be granted by the Storey County Board of County Commissioners with action by the Storey County Planning Commission where by reason of exceptional narrowness, shallowness, or shape of a specific piece of property at the time of enactment of the regulations, or by reason of exceptional topographic conditions or other extraordinary and exceptional situation or condition of the lot or parcel, the strict application of the regulations enacted under this title would result in peculiar and exceptional practical difficulties to, or exceptional and undue hardships upon the owner of property.

Section 17.03.140.K goes on to state "The grant of a variance does not change the zoning ordinance or underlying zoning of the parcel and may only be granted upon demonstration of hardship based on the peculiarity of the property in relation to other properties in the same zoning district. The hardship may be demonstrated where, due to special circumstances applicable to the property, strict application of the development code's standards or requirement would deprive the property of privileges enjoyed by other in the vicinity. A self-imposed hardship is not a legitimate ground or reason for a variance approval."

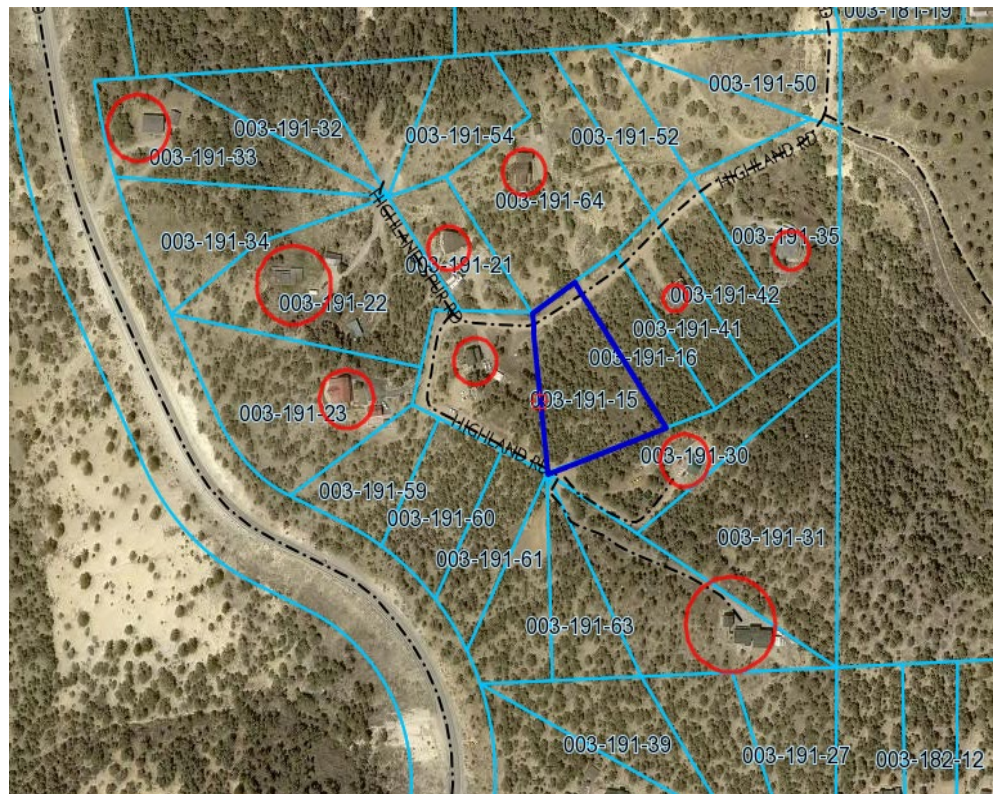
Within Section SCC 17.03.140 (F) it states: The Board's approval, approval with conditions, or denial of a Variance must be based on Findings that indicate that the proposed use is appropriate in the location for which it is approved. The Findings listed in this subsection are the minimum to be cited in an approval; the body may include additional Findings in their decision. The Board and Planning Commission must cite Findings of Fact in the motion for approval, approval with conditions, or denial.

At a minimum, an approval must be based on Findings that the proposal:

- (1) **That because of special circumstances applicable to the subject property, including shape, size, topography or location of surroundings, the strict**

application of the zoning ordinance would deprive the subject property of privileges enjoyed by other properties in the vicinity or under identical zone classification.

The opinion of Storey County staff is there is no evidence to support this finding for approval. This property is a vacant property located within the Virginia City Highlands one-acre neighborhood. Of the nine adjacent parcel adjoining the applicant's parcel, five have constructed single family residences that meet all setback requirements. The parcel is 1.72 acres, which is larger than most of the one-acre parcels within the Virginia City Highlands subdivision. The parcel does have a roadway, drainage and utility easement located on two sides of the parcel, but the majority of roads within the Virginia City Highlands are located with the same type easements on many private properties. The parcel is located on a hillside, but the hillside is no different than many other properties within the subdivision and adjacent parcels located on the same hillside have been developed.



Red circles are adjacent single family residences, dark blue outline is applicant's property

- (2) That the granting of the Variance is necessary for the preservation and enjoyment of substantial property rights of the applicant.**

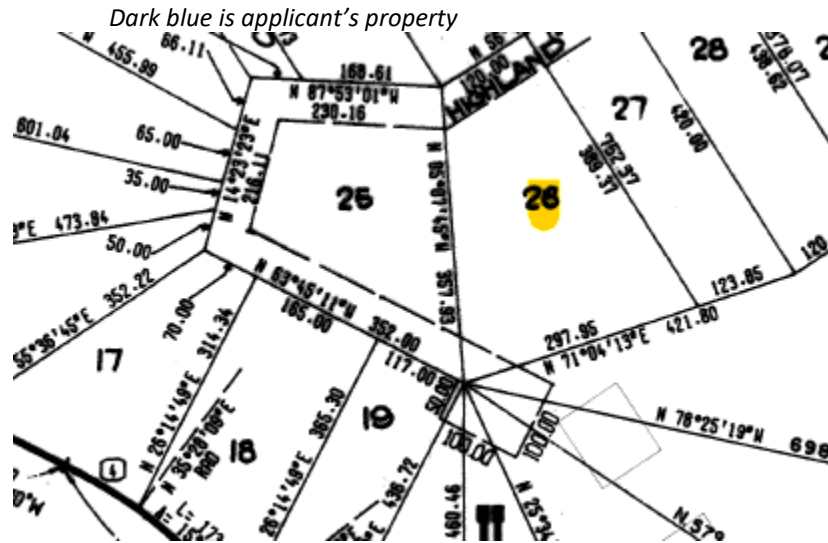
It is the opinion of Storey County staff that this finding can not be met. The property is 1.72 acres in size, larger than many of the parcels within the one-acre Virginia City Highlands subdivision. The parcel is located on a hillside, but the hillside is consistent with the adjacent properties which are smaller in size.

and managed to develop a single family residence. While Storey County staff recognize the desire to build where the northern vista would be available, the issue is the applicant desires to only construct a specific footprint and specific foundation which doesn't take into account the attributes of the parcel. Moving the proposed structure 10-feet within the required front yard setback impacts the type of foundation necessary for the structure, not the ability for the parcel to be developed with a single family residence.

- (3) **That the granting of the Variance will not, under the circumstances of the particular case, adversely affect to a material degree the health or safety of persons residing or working in the neighborhood of the subject property and will not be materially detrimental to the public welfare or materially injurious to property or improvements in the neighborhood of the subject property.**

Storey County staff opinion is this finding can not be made. Based on the site visit and submitted plans, staff is not convinced the travel way is depicted correctly on the mapping provided. Highland Road terminates at the property to the east. It appears that this area of travel way within the easement on the applicant's property is utilized as a turn-around area for the termination of the road. Five residential properties utilize this turn-around area for access. The turnaround is also utilized by sanitation trucks, fire trucks, delivery trucks, plow trucks and other large vehicles typically found in a residential neighborhood. Based on the site visit, it appears that the turn around is immediately adjacent to the north edge of the easement area. By allowing for a smaller building setback, this pushes the development of the applicant's property closer to the turn around area and has the potential to impact the ability of vehicles to utilize the turn around. By placing the structure closer to the travel way, possibly only 20-feet from the travel way, it also eliminates onsite parking availability of the applicant on their land outside of the travel way. Parking within the access easement is not necessarily an issue, but parking within a travel way of the easement is. This area in front of the applicant's property appears to mostly be utilized as a travel way.





Excerpt of Virginia City Highlands subdivision map, showing Highland Road access, drainage and utility easement location

C. **Storey County Zoning Code.** The property is located within Estates E-1-VCH Residential zoning district. The Purpose and Intent for the Estates zoning district is “established for areas particularly suited for low density residential use, to further enhance the quality of life for residents, to prohibit the development of uses which are incompatible and detrimental to a rural residential environment and to allow for the keeping of a limited number of large domestic animals for non-commercial purpose.” The site is currently vacant and the applicant is proposing to construct a single family residence which is consistent with the land use for the zoning district. The maximum building height is 3 stories or 35 feet in height and the setbacks are a required 30-foot front yard, 15-foot side yards and 40-foot rear yard.

D. **2016 Storey County Master Plan.** This project is located within the Highlands Area Plan of the Storey County Master Plan. The Plan states:

The Highlands Area Plan depicts a heavily wooded estate residential community composed mostly of custom site-built homes on large parcels surrounded by remote undeveloped lands. The Master plan recognizes that residents in the Highlands highly value rural living with minimal traffic, dark skies, safety, freedom, and general seclusion from urban and suburban environments.

3. Findings of Fact

A. **Motion for approval.** Should a motion be made to approve the Variance request, The following Findings with an explanation of why should be included in that motion, and include at a minimum the potential conditions of approval in Section 4, Recommended Conditions of Approval.

- (1) This variance (File 2023-024) is to allow for a reduced front yard setback to construct a primary residence. The applicant proposes a front yard setback of 20-feet from the Highland Road roadway, drainage and utility easement within the Virginia City Highlands subdivision as opposed to the required 30-foot front

yard setback. The property is located at 21281 Highland Road, Virginia City Highlands, Storey County, Nevada, Assessor's Parcel Number (APN) 003-191-15.

- (2) The subject property is located within the Estates E-1-VCH zoning district in which single family residences are an allowed use.
- (3) That because of special circumstances applicable to the subject property, including shape, size, topography or location of surroundings, the strict application of the zoning ordinance would deprive the subject property of privileges enjoyed by other properties in the vicinity or under identical zone classification.
- (4) That the granting of the Variance is necessary for the preservation and enjoyment of substantial property rights of the applicant.
- (5) That the granting of the Variance will not, under the circumstances of the particular case, adversely affect to a material degree the health or safety of persons residing or working in the area of the subject property and will not be materially detrimental to the public welfare or materially injurious to property or improvements in the area of the subject property.
- (6) The proposed Variance is in compliance with all Federal, Nevada State, and Storey County regulations.
- (7) The proposed Variance is in compliance with Storey County Code 17.03.140 Variances and 17.40 E Estate zone when all Conditions of Approval are met.
- (8) The proposed Variance is in compliance with and supports the goals, objectives and policies of the 2016 Storey County Master Plan.

B. Motion for denial. Should a motion be made to deny the Variance request, the following Findings should be included in that motion.

- (1) This denial is for a variance (File 2023-024) to allow for a reduced front yard setback to construct a primary residence. The applicant proposes a front yard setback of 20-feet from the Highland Road roadway, drainage and utility easement within the Virginia City Highlands subdivision as opposed to the required 30-foot front yard setback. The property is located at 21281 Highland Road, Virginia City Highlands, Storey County, Nevada, Assessor's Parcel Number (APN) 003-191-15.
- (2) There are no special circumstances applicable to the subject property, including shape, size, topography or location of surroundings, the strict application of the zoning ordinance that would deprive the subject property of privileges enjoyed by other properties in the vicinity or under identical zone classification.
- (3) The granting of the application is not necessary for the preservation and enjoyment of substantial property rights of the applicant.

- (4) That the granting of the application will, under the circumstances of the particular case, adversely affect to a material degree the health or safety of persons residing or working in the area of the subject property and will be materially detrimental to the public welfare or materially injurious to property or improvements in the area of the subject property.
- (5) The proposed Variance is not in substantial compliance with all Federal, Nevada State, and Storey County regulations.
- (6) The proposed Variance is not in substantial compliance with and does not support the goals, objectives and recommendations of the Storey County Master Plan.
- (7) The conditions of approval under the Variance do not adequately mitigate potential adverse impacts on surrounding uses or protect against potential safety hazards for the surrounding uses.
- (8) No reasonable level of conditions of approval imposed on this Variance would be sufficient to reasonably mitigate visual, safety or other potential impacts on adjacent and surrounding residences and land uses.

4. Potential Conditions of Approval

- A. **Variance.** This variance (File 2023-024) is to allow for a reduced front yard setback to construct a primary residence. The applicant proposes a front yard setback of 20-feet from the Highland Road roadway, drainage and utility easement within the Virginia City Highlands subdivision as opposed to the required 30-foot front yard setback. The property is located at 21281 Highland Road, Virginia City Highlands, Storey County, Nevada, Assessor's Parcel Number (APN) 003-191-15.
- B. **Compliance.** The Variance must comply with Storey County Codes, and submitted plans and reports, as approved. The Applicant must provide the Community Development Department site plans drawn to scale prior to obtaining a Building Permit.
- C. **Null and Void.** If the Variance is not exercised within 12 months of the date of approval, unless additional time is granted by the Board with action by the Planning Commission, based upon consideration of the specific circumstances of the project, then without further action, the Variance will be null and void and no non-conforming development activity may be made on the property except on the granting of a new Variance.
- D. **Hold Harmless.** The Property Owners agree to hold Storey County, its Officers and Representatives harmless from the costs and responsibilities associated with any damage or liability, and any/all other claims now existing or which may occur as a result of this Variance.
- E. **Permits and Expiration.** The Applicant shall apply for all construction permits for the structure within 12 months from the date of Board approval for this Variance, and

continuously maintain the validity of those permits, as appropriate, or this approval will become null and void.

- F. **Taxes Paid.** Before obtaining a Building Permit, the Applicant must show the Planning Department evidence that all property taxes on the land are paid to-date.
- G. **Distances.** The reduced front yard setback is approved to be 20-feet from the roadway, drainage and utility easement. All other setbacks must be in compliance with the Storey County Code. Prior to construction work occurring at the site, a surveyor shall mark the edge of the roadway easement line at the site and the location of the 20-foot setback line.

5. **Public Comment**

As of July 25, 2023, Staff has received one comment from an adjacent neighbor with concerns about the project. This adjacent neighbor was sent a public hearing notice on July 25, 2023.

6. **Power of the Board**

At the conclusion of the hearing, the Board of County Commissioners must take such action thereon as it deems warranted under the circumstances and announce and record its action by formal resolution, and such resolution must recite the Findings of the Board of County Commissioners upon which it bases its decision.

7. **Proposed Motions**

This section contains two motions from which to choose. The motion for denial is recommended by the Planning Commission and staff in accordance with the findings under Section 3.B and detailed discussion in Section 2.B of this report. Those findings should be made part of the denial motion. A motion for approval may be made and that motion should identify the findings shown in Section 3.A along with rationale on how the findings can be made. Other findings of fact determined appropriate by the Board of County Commissioners should be made part of either motion.

A. **Recommended motion for denial**

In accordance with the recommendation by the Planning Commission and staff, the Findings of Fact under Section 3.B of this report and as detailed in Section 2.B of this report, and other findings deemed appropriate by the Board of County Commissioners, I (*commissioner*), move to deny the variance (File 2023-024) to allow for a reduced front yard setback to construct a primary residence. The applicant proposes a front yard setback of 20-feet from the Highland Road roadway, drainage and utility easement within the Virginia City Highlands subdivision as opposed to the required 30-foot front yard setback. The property is located at 21281 Highland Road, Virginia City Highlands, Storey County, Nevada, Assessor's Parcel Number (APN) 003-191-15.

B. **Alternative motion for approval**

Against the recommendation by Planning Commission and staff, but in accordance with the Findings of Fact under Section 3.A of this report with additional rationale, and other findings deemed appropriate by the Board of County Commissioners, I (*commissioner*), move to approve the variance (File 2023-024) to allow for a reduced front yard setback to construct a primary residence. The applicant proposes a front yard setback of 20-feet from the Highland Road roadway, drainage and utility easement within the Virginia City Highlands subdivision as opposed to the required 30-foot front yard setback. The property is located at 21281 Highland Road, Virginia City Highlands, Storey County, Nevada, Assessor's Parcel Number (APN) 003-191-15.

Exhibit A

Detail Description/Justification of Project

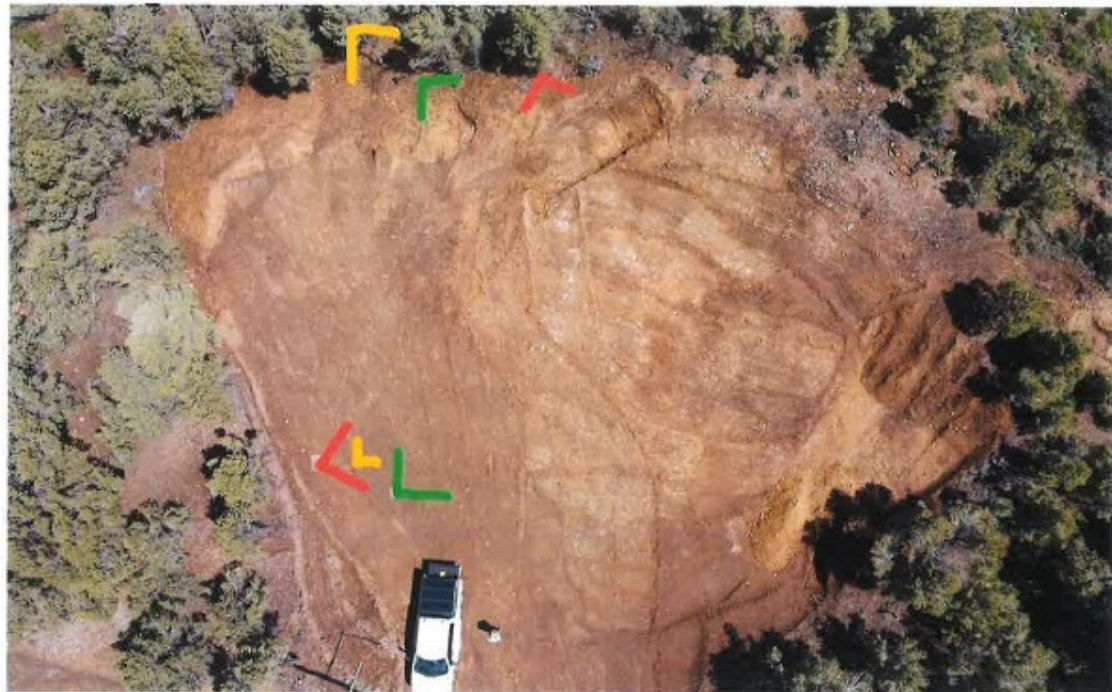
Attached additional pages as necessary

We are proposing a reduction in the setback requirements. Currently there is a 50' road easement, entirely on my property, and a 30' setback requirement. This restricts my use of the first 80' of my property. The road itself is only about 25' wide, which in essence requires that my house be located at least 55' from the road edge (25' of unused road easement + the 30' setback). The end result of this is that the back corner of the proposed house will be located on the steep hillside portion of my lot. We are asking for a 10' variance of the setback requirement. If this is granted, the front corner of the garage will still be 45' from the road edge, but will enable us to build the house on the relatively level portion of the lot. This would

help with our defensive space required for fire protection, as the severe slope of the lot comes less into play. It also allows us to position the house a bit further away from our west property line, which provides more clearance from our neighboring property.

With the 30ft setbacks we have 2 options:

- The SW and NW corners in yellow push the NW corner of the house over the steep part of the property. This would require more engineering, native soil disruption, and concrete foundation. Storey County fire

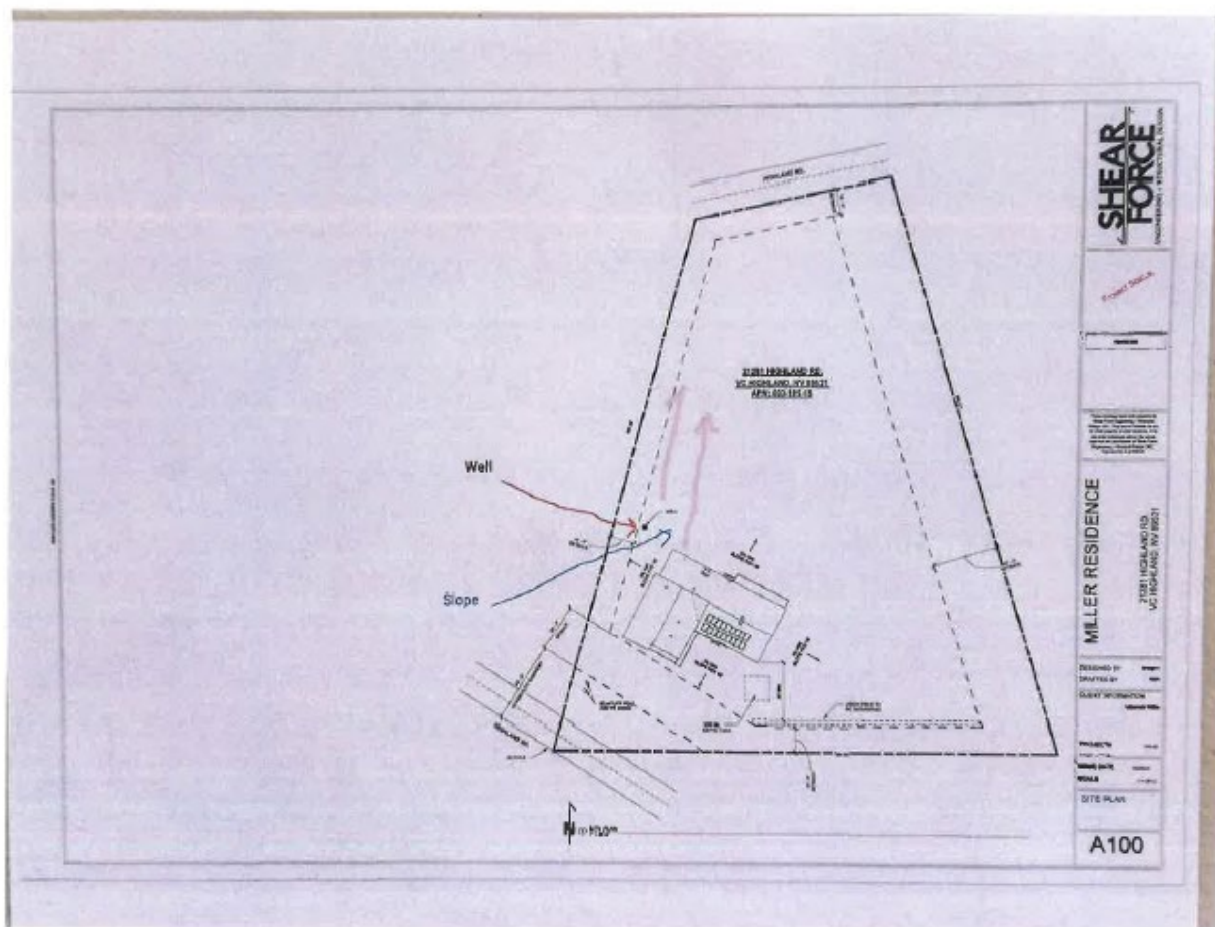


regulations recommend 30ft of clearance on level ground and 100ft on "steep" terrain. This alignment requires considerably more tree and brush removal from the steep part of the hill.

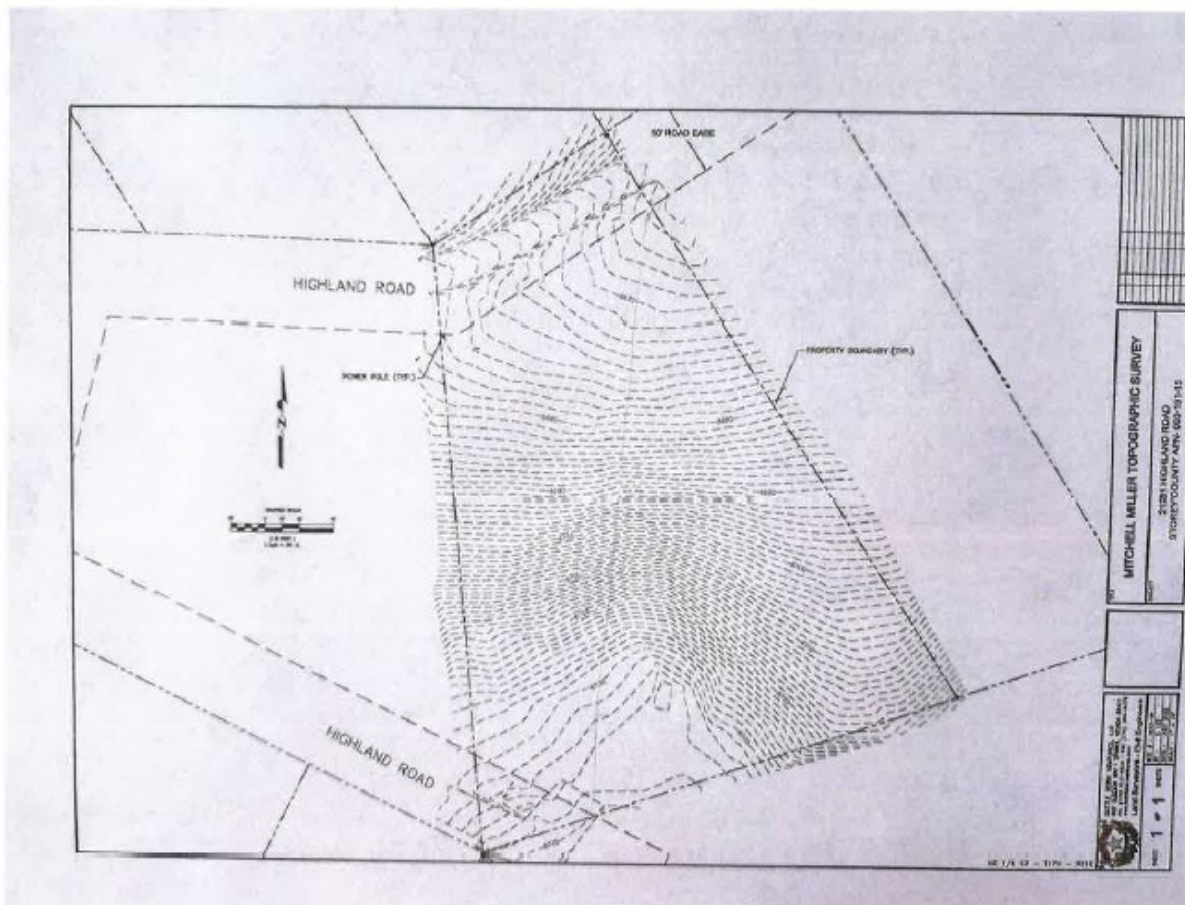
- This could be accommodated somewhat by moving the SW corner of the structure (garage corner) to the 15ft. setback limits of the side lot to the west (red) and rotating the foundation to get the NW corner of the house off of the steep part of the hill. In this case, my RV garage driveway would be between the W property line and the power pole support and tie down (next to the white pickup)...more tree removal and soil disruption.

Reducing the setback to 20ft. allows the corners of the foundation (in green) to come off the hill on the North side. The SW corner is further from the side lot, I will not need to surround the utility pole and tie down with concrete and/or asphalt, there will be 10ft less of asphalt and concrete at the garage entrance. I will not have to clear as much brush and tree from the steep N side of the property. The foundation will be less complex and access to the "back yard" will be simplified. I see no downside to the neighbors regarding these changes. There is no change to the easements in this cul de sac. Aesthetically I believe this will be an improvement for my neighbors and for the POA in general.

SITE MAP:



TOPOGRAPHY:



Good evening,

My name is Mitchell Miller.

I am building a home on a lot that I have owned for approximately 45 years in Virginia City Highlands.

I am requesting a variance in the front setback of my build from 30 ft. to 20 ft. I believe you have copies of the aerial pictures, topography and site map that I provided in my request.

The optimum area to build is on a plateau of this otherwise steep lot. The top ~1/8 of the lot has been cleared for driller access to the well site, septic, leach field and the initial clearing and grading for the footprint and fire safe zone.

In order to provide the most optimum views to the NE and Long Valley/Lagomarsino Canyon area and NW to South Reno and the Carson Range, the living area is to be built on the N side of the structure with the garage on the S/W corner with access from the Highland Rd. cul de sac.

The length of the W side of the planned garage and residence will be ~60 ft. In light of the standard 30 ft front setback this pushes the NW corner of the residence over the steep portion of the slope. This has been somewhat mitigated by the grading and leveling of the build site however moving the corner of the garage 7-10 ft. forward allows much more flexibility and allows for:

- Less excavation
- Lower stemwalls
- Less concrete and engineering

There will be a deck and stairs off the back of the house but most of this will also protrude over the slope of the lot per the current restrictions. This essentially eliminates any "backyard" where I can watch my grandbabies play, hide a dog run or side by side, or escape from the hustle and bustle of the Highland Road cul-de-sac.

In order to minimize the NW corner overhang, the current plans call for rotating the structure clockwise placing the SW corner of the garage very close to the 15 foot W side lot setback. This restricts access to the planned well, electrical utilities and propane tank on the W side of the lot.

The general contractor, architect, engineer and I have considered various other configurations of the residence, including a 3 story structure with the garage on the bottom (not suitable at our age and may obstruct other neighbors view), moving the garage to the E side of the residence (access to the road bed is limited and this will require much more driveway asphalt/concrete and create problems with access to the RV portion of the garage), and placing the entire living space on the E side of the garage (this places the N wall of the garage where much of the preferred view is).

The 50 ft. Highland Road easement crosses the SW corner of my lot. Only the S side of this easement is actually a road grade of ~25 ft.. The other 25 ft. is unused road/utility easement on the north side of the road. By decreasing the 30ft setback from this easement to 20ft. I am essentially only reducing the open area between my garage and the road grade from 55 ft. to 45ft. This means that the garage will be 10 feet closer to the road surface but there will also be 10 ft. less asphalt, concrete or gravel driveway.

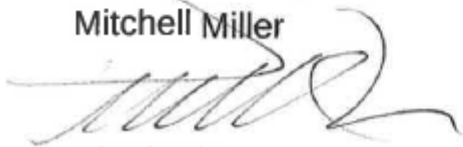
I do not believe there can be significant objections from the few neighbors that use this dead end cul-de-sac. The difference in the setback will likely only be noticed if one actually paces off the 50 ft easement and 20 ft setback to the garage. I believe this will improve the aesthetics of the property rather than detract from it.

In summary:

1. I believe that due to the shape, size and topography and location of surroundings (unused road easement) a strict interpretation of the zoning ordinance would deprive me of privileges enjoyed by other properties in the vicinity.
2. The granting of the variance is necessary for preservation and enjoyment of my property rights.
3. The granting of this variance will not adversely affect the health or safety of persons residing or working in the neighborhood and will not be detrimental, and actually will be beneficial, to other property in the neighborhood.

Thank you for your time.

Mitchell Miller

A handwritten signature in black ink, appearing to read 'Mitchell Miller', written over a horizontal line.

8/03/2023







Storey County Liquor Licensing Board Agenda Action Report

**Meeting date: 8/15/2023 10:00 AM -
BOCC Meeting**

Estimate of Time Required: 5 min

Agenda Item Type: Discussion/Possible Action

- **Title:** 2nd reading for On-Sale/Off-Sale Liquor License. Applicant is Ryan Albright-Lucky's Casino, 400 USA Pkwy, McCarran, NV 89434.
- **Recommended motion:** I (insert name) motion to approve the 2nd reading for On-Sale/Off-Sale Liquor License. Applicant is Ryan Albright-Lucky's Casino, 400 USA Pkwy, McCarran, NV 89434.
- **Prepared by:** Brandy Gavenda

Department: **Contact Number:** 7758470959

- **Staff Summary:** 2nd reading for On-Sale/Off-Sale Liquor License. Applicant is Ryan Albright-Lucky's Casino, 400 USA Pkwy, McCarran, NV 89434.
- **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

LIQUOR BOARD

Meeting date: 8/15/23

Estimate of time required:

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

1. **Title:** 2nd reading for On-Sale/Off-Sale Liquor License. Applicant is Ryan Albright- Lucky's Casino, 400 USA Pkwy, McCarran, NV 89434.
2. **Recommended motion:** I (insert name) motion to approve the 2nd reading for On-Sale/Off-Sale Liquor License. Applicant is Ryan Albright- Lucky's Casino, 400 USA Pkwy, McCarran, NV 89434.
3. **Prepared by:** Brandy Gavenda, Administrative Assistant II

Department: SCSO

Telephone: 775-847-0959

4. **Staff summary:** 2nd reading for On-Sale/Off-Sale Liquor License. Applicant is Ryan Albright- Lucky's Casino, 400 USA Pkwy, McCarran, NV 89434.

5. Supporting materials:

6. Fiscal impact: None

Funds Available:

Fund:

___ Comptroller

7. Legal review required:

___ District Attorney

8. Reviewed by:

 X Department Head

Department Name: Sheriff Michael S. Cullen

A handwritten signature in black ink, appearing to be "Michael S. Cullen", is written over a horizontal line.

___ County Manager

Other agency review: _____

9. Board action:

[] Approved

[] Denied

[] Approved with Modifications

[] Continued

Agenda Item No.



Storey County Liquor Licensing Board Agenda Action Report

**Meeting date: 8/15/2023 10:00 AM -
BOCC Meeting**

Estimate of Time Required: 5 min

Agenda Item Type: Discussion/Possible Action

- **Title:** 2nd Reading for Off-Sale Liquor License. Applicant is David Clothier - Pilot Travel Center - 400 USA Pkwy, McCarran, NV 89434. DBA - One 9 Fuel Stop # 1359.
- **Recommended motion:** I (insert name) motion to approve 2nd Reading for Off-Sale Liquor License. Applicant is David Clothier - Pilot Travel Center - 400 USA Pkwy, McCarran, NV 89434. DBA - One 9 Fuel Stop # 1359.

- **Prepared by:** Brandy Gavenda

Department: **Contact Number:** 7758470959

- **Staff Summary:** 2nd Reading for Off-Sale Liquor License. Applicant is David Clothier - Pilot Travel Center - 400 USA Pkwy, McCarran, NV 89434. DBA - One 9 Fuel Stop # 1359.
- **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

LIQUOR BOARD

Meeting date: 8/15/23

Estimate of time required:

Agenda: Consent ☐ Regular agenda ☒ Public hearing required ☐

1. **Title:** 2nd reading for Off-Sale Liquor License. Applicant is David Clothier – Pilot Travel Centers, 400 USA Pkwy, McCarran, NV 89434. DBA – One 9 Fuel Stop #1359.
2. **Recommended motion:** I (insert name) motion to approve the Off-Sale Liquor License. Applicant is David Clothier – Pilot Travel Centers, 400 USA Pkwy, McCarran, NV 89434. DBA – One 9 Fuel Stop #1359.
3. **Prepared by:** Brandy Gavenda, Administrative Assistant II

Department: SCSO

Telephone: 775-847-0959

4. **Staff summary:** Off-Sale Liquor License. Applicant is David Clothier – Pilot Travel Centers, 400 USA Pkwy, McCarran, NV 89434. DBA – One 9 Fuel Stop #1359.

5. **Supporting materials:**

6. **Fiscal impact:** None

Funds Available:

Fund:

____ Comptroller

7. **Legal review required:**

____ District Attorney

8. **Reviewed by:**

☒ Department Head

Department Name: Sheriff Michael S. Cullen

A handwritten signature in black ink, appearing to read "Michael S. Cullen", is written over a horizontal line.

____ County Manager

Other agency review: _____

9. **Board action:**

☐ Approved
☐ Denied

☐ Approved with Modifications
☐ Continued

Agenda Item No.



Storey County Liquor Licensing Board Agenda Action Report

Meeting date: 8/15/2023 10:00 AM -
BOCC Meeting

Estimate of Time Required: 15 min.

Agenda Item Type: Discussion/Possible Action

- **Title:** Pursuant to SCC 5.04.100, discussion and consideration of the temporary suspension of the business/liquor license of the Bonanza Saloon issued by the Storey County Sheriff on August 3, 2023, and potential action to institute proceedings for continued suspension, cancelation or revocation of the Bonanza Saloon business/liquor license pursuant to SCC 5.04.110.B.
- **Recommended motion:** I (commissioner) move to approve the temporary suspension of the business/liquor license of the Bonanza Saloon issued by the Storey County Sheriff on August 3, 2023, and potential action to institute proceedings for continued suspension, cancelation or revocation of the Bonanza Saloon business/liquor license pursuant to SCC 5.04.110.B.
- **Prepared by:** Eric Kern

Department: **Contact Number:** 775-847-0959

- **Staff Summary:** The matter will be brought forth by the Sheriff's office at the Commissioners 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



Storey County Water and Sewer Board Agenda Action Report

Meeting date: 8/15/2023 10:00 AM -
BOCC Meeting

Estimate of Time Required: 15

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and possible approval of apparent low bid and award the B Street Water Main Replacement project in an amount not to exceed \$1,936,000 to F.W. Carson Co. in accordance with the enclosed letter of recommendation of award from the project engineer. The current budgeted amount for the project is \$1.69 million, and the apparent best lowest bid is \$1.936 million which brings this project approximately \$246,000 over budget. The Comptroller is confident that there will be available resources for this project. The budget for this project includes funding from ARPA (\$800,000) and PILT (\$100,000) totaling \$900,000.
- **Recommended motion:** I, [commissioner], move to authorize the B Street Water Main Replacement Project to proceed for the sum of \$1.936 million dollars, which is the current engineer's estimate.
- **Prepared by:** Jason Wierzbicki

Department:

Contact Number: 7758470958

- **Staff Summary:** The apparent low bidder is F.W. Carson Co. The bid amount is in excess of budgeted amount but additional funds are available towards this project from ARPA and Pilt totaling \$900k bringing the total available funding for the project up to \$2.59M. Staff and project engineer recommend award of the project contract to the apparent low bidder.
- **Supporting Materials:** See attached
- **Fiscal Impact:** \$1,690,000
- **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



August 3, 2023

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

Re: Recommendation of Award for Storey County B Street Water Main Replacement Project

Dear Mr. Osborne,

On August 3, 2023 DOWL held a bid opening for the B Street Water Main Replacement Project on behalf of Storey County. Bid information was compiled and F.W. Carson Co. is the apparent low bidder with a bid price of \$1,936,160.00.

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

F.W. Carson Co. has over 20 years of experience in the construction industry and has performed similar projects in the past. Based on a review of their bid and background check, DOWL finds F.W. Carson Co. as being a "responsible" Bidder and we recommend awarding them the Construction Contract.

I have attached the bid tab for your reference.

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

Regards,

Eric Kao, P.E.
Project Engineer

Attached: Bid Tabulation

BID OPENING FORM

Storey County

B Street Water Main Replacement PWP-ST-2023-458

Bid Opening Location: Planet Bids - Virtually at DOWL Office

Date: Thursday, August 3, 2023

Time: 2:00:00 PM (PST)

Owner: Storey County

Engineer: DOWL

				ENGINEER'S OPINION OF PROBABLE COST		F.W. Carson Co.		Sierra Nevada Construction		Aspen Developers		Ames Construction		AVERAGE		MEDIAN	
Bid Item	Description	Quantity	Units	Unit Price	Total	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	AYER UNIT PRICE	AYER TOTAL	MED UNIT PRICE	MED TOTAL
1	Mobilization and Demobilization	1	LS	\$91,000.00	\$91,000.00	\$116,900.00	\$116,900.00	\$50,000.00	\$50,000.00	\$170,075.00	\$170,075.00	\$290,000.00	\$290,000.00	\$156,743.75	\$156,743.75	\$143,487.50	\$143,487.50
2	Furnish and Install Traffic Control and Temporary Erosion Control	1	LS	\$105,000.00	\$105,000.00	\$83,000.00	\$83,000.00	\$32,800.00	\$32,800.00	\$65,000.00	\$65,000.00	\$105,000.00	\$105,000.00	\$71,450.00	\$71,450.00	\$74,000.00	\$74,000.00
3	8-inch Diameter Water Main (C900 PVC Pipe)	4,065	LF	\$255.00	\$1,036,575.00	\$212.00	\$861,780.00	\$240.00	\$975,600.00	\$253.00	\$1,028,445.00	\$206.00	\$837,390.00	\$227.75	\$925,803.75	\$226.00	\$918,690.00
4	Water Service and Meter Replacement (Residential)	38	EA	\$4,500.00	\$171,000.00	\$7,000.00	\$266,000.00	\$7,400.00	\$281,200.00	\$8,000.00	\$304,000.00	\$8,700.00	\$330,600.00	\$7,775.00	\$295,450.00	\$7,700.00	\$292,600.00
5	Water Service Reconnection (Residential)	2	EA	\$2,000.00	\$4,000.00	\$6,800.00	\$13,600.00	\$6,260.00	\$12,520.00	\$3,300.00	\$6,600.00	\$6,000.00	\$12,000.00	\$5,590.00	\$11,180.00	\$6,130.00	\$12,260.00
6	Water Service and Meter Replacement (Commercial)	3	EA	\$9,000.00	\$27,000.00	\$17,400.00	\$52,200.00	\$13,000.00	\$39,000.00	\$18,000.00	\$54,000.00	\$14,800.00	\$44,400.00	\$15,800.00	\$47,400.00	\$16,100.00	\$48,300.00
7	8-inch Diameter In-Line Gate Valve	2	EA	\$2,500.00	\$5,000.00	\$5,200.00	\$10,400.00	\$3,000.00	\$6,000.00	\$3,600.00	\$7,200.00	\$3,600.00	\$7,200.00	\$3,850.00	\$7,700.00	\$3,600.00	\$7,200.00
8	Reconnection of Existing 4-inch Fire Protection System Lateral to New Main	8	EA	\$5,000.00	\$40,000.00	\$6,900.00	\$55,200.00	\$9,000.00	\$72,000.00	\$8,200.00	\$65,600.00	\$14,500.00	\$116,000.00	\$9,650.00	\$77,200.00	\$8,600.00	\$68,800.00
9	Reconnection of Existing 6-inch Fire Hydrant Lateral to New Main	4	EA	\$8,700.00	\$34,800.00	\$8,400.00	\$33,600.00	\$10,000.00	\$40,000.00	\$9,300.00	\$37,200.00	\$16,000.00	\$64,000.00	\$10,925.00	\$43,700.00	\$9,650.00	\$38,600.00
10	Install New Combination Air Release Valve Assembly	3	EA	\$12,000.00	\$36,000.00	\$8,400.00	\$25,200.00	\$9,800.00	\$29,400.00	\$5,700.00	\$17,100.00	\$9,000.00	\$27,000.00	\$8,225.00	\$24,675.00	\$8,700.00	\$26,100.00
11	Install New 6-inch Fire Hydrant Assembly and Lateral to New Main	1	EA	\$13,000.00	\$13,000.00	\$20,800.00	\$20,800.00	\$25,000.00	\$25,000.00	\$17,000.00	\$17,000.00	\$17,000.00	\$17,000.00	\$19,950.00	\$19,950.00	\$18,900.00	\$18,900.00
12	Install New Test Station	7	EA	\$500.00	\$3,500.00	\$1,300.00	\$9,100.00	\$845.00	\$5,915.00	\$600.00	\$4,200.00	\$1,550.00	\$10,850.00	\$1,073.75	\$7,516.25	\$1,072.50	\$7,507.50
13	B St – C St Intersection Water Connection to Existing Main	1	LS	\$5,000.00	\$5,000.00	\$8,500.00	\$8,500.00	\$11,000.00	\$11,000.00	\$11,300.00	\$11,300.00	\$17,600.00	\$17,600.00	\$12,100.00	\$12,100.00	\$11,150.00	\$11,150.00
14	B St – Silver St Intersection Water Connection to Existing Main	1	LS	\$15,000.00	\$15,000.00	\$22,400.00	\$22,400.00	\$27,000.00	\$27,000.00	\$21,000.00	\$21,000.00	\$42,600.00	\$42,600.00	\$28,250.00	\$28,250.00	\$24,700.00	\$24,700.00
15	B St – Sutton St Intersection Water Connection to Existing Main	1	LS	\$18,000.00	\$18,000.00	\$26,800.00	\$26,800.00	\$39,000.00	\$39,000.00	\$30,000.00	\$30,000.00	\$48,600.00	\$48,600.00	\$36,100.00	\$36,100.00	\$34,500.00	\$34,500.00
16	B St – Union St Intersection Water Connection to Existing Main	1	LS	\$22,000.00	\$22,000.00	\$30,700.00	\$30,700.00	\$45,000.00	\$45,000.00	\$34,000.00	\$34,000.00	\$53,300.00	\$53,300.00	\$40,750.00	\$40,750.00	\$39,500.00	\$39,500.00
17	B St – Taylor St Intersection Water Connection to Existing Main	1	LS	\$40,000.00	\$40,000.00	\$43,200.00	\$43,200.00	\$52,000.00	\$52,000.00	\$40,000.00	\$40,000.00	\$82,000.00	\$82,000.00	\$54,300.00	\$54,300.00	\$47,600.00	\$47,600.00
18	B St – Mill St 6-inch Hot Tap to Existing Main	1	LS	\$15,000.00	\$15,000.00	\$13,700.00	\$13,700.00	\$16,000.00	\$16,000.00	\$13,000.00	\$13,000.00	\$22,500.00	\$22,500.00	\$16,300.00	\$16,300.00	\$14,850.00	\$14,850.00
19	4-inch Water Main Retirement	2,800	LF	\$8.00	\$22,400.00	\$11.00	\$30,800.00	\$0.14	\$392.00	\$5.00	\$14,000.00	\$6.00	\$16,800.00	\$5.54	\$15,498.00	\$5.50	\$15,400.00
20	6-inch Water Main Retirement	560	LF	\$10.00	\$5,600.00	\$13.00	\$7,280.00	\$28.00	\$15,680.00	\$13.00	\$7,280.00	\$17.00	\$9,520.00	\$17.75	\$9,940.00	\$15.00	\$8,400.00
21	Gate Valve Retirement	25	EA	\$1,000.00	\$25,000.00	\$1,200.00	\$30,000.00	\$500.00	\$12,500.00	\$600.00	\$15,000.00	\$1,000.00	\$25,000.00	\$825.00	\$20,625.00	\$800.00	\$20,000.00
22	Force Account	175,000	LS	\$1.00	\$175,000.00	\$1.00	\$175,000.00	\$1.00	\$175,000.00	\$1.00	\$175,000.00	\$1.00	\$175,000.00	\$1.00	\$175,000.00	\$1.00	\$175,000.00
			Base Bid Total:		\$1,909,875.00		\$1,936,160.00		\$1,963,007.00		\$2,137,000.00		\$2,354,360.00		\$2,097,631.75		\$2,047,545.00



Board of Storey County Commissioners

Agenda Action Report

**Meeting date: 8/15/2023 10:00 AM -
BOCC Meeting**

Estimate of Time Required: 15 min.

Agenda Item Type: Discussion/Possible Action

- **Title:** Discussion and possible consideration approving voluntary entry into a Corrective Action Plan for Storey County Regarding Indigent Defense Services in accordance with NRS 180.440-450, with approval of the Nevada State Public Defender's Office, transferring primary indigent defense services currently provided by the Nevada State Public Defender's Office to the Carson City Public Defender's Office by method of interlocal agreement between Storey County and Carson City.
- **Recommended motion:** I (commissioner) motion to approve voluntary entry into a Corrective Action Plan for Storey County Regarding Indigent Defense Services in accordance with NRS 180.440-450, with approval of the Nevada State Public Defender's Office, transferring primary indigent defense services currently provided by the Nevada State Public Defender's Office to the Carson City Public Defender's Office by method of interlocal agreement between Storey County and Carson City.
- **Prepared by:** Austin Osborne

Department:

Contact Number: 775.847.0968

- **Staff Summary:** Storey County, like the rest of the state and many parts of the nation, is experiencing a critical shortage of indigent defense attorneys. Storey County has resolved to take swift and proactive measures to remedy the situation, and to prevent a looming constitutional crisis. These measures include reaching out to the Nevada Department of Indigent Defense Services to voluntarily enter into a Corrective Action Plan pursuant to NRS 180.440-450 which will result in a fundamental amendment to its current plan for the provision of indigent defense service.
- Storey County's existing Indigent Defense Plan requires the State Public Defender to provide primary indigent defense representation. Due to several factors outside Storey County's control, which are discussed more fully in the attached draft plan, the State Public Defender's Office has become critically short-staffed and cannot handle the current caseload while still providing the level of representation required by the Sixth Amendment.
- Storey County and the Nevada State Department of Indigent Defense agreed to meet to discuss a Corrective Action Plan to remedy the current situation. Storey County has stated that it intends to enter into an interlocal agreement with Carson City to have the recently created Carson City Public Defender's Office provide its primary indigent defense services. It is the understanding of the State office that Storey County has drafted

a budget for these services and will begin the process of county approval as soon as possible. Once the interlocal agreement between Storey County and Carson City is approved, the State Public Defender's Office will transfer cases to the Carson City Public Defender's Office and the Carson City office will take over primary responsibility for indigent defense representation in Storey County.

- **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

Recommendation for Corrective Action Plan for Storey County
Regarding Indigent Defense Services

A. Summary

Storey County, like the rest of the state and many parts of the nation, is experiencing challenges in its indigent defense system. Storey County has resolved to take swift and proactive measures to remedy the situation. These measures include reaching out to the Nevada Department of Indigent Defense Services to voluntarily enter into a Corrective Action, pursuant to NRS 180.440-450, which will result in an amendment to its current plan for the provision of indigent defense service.

Storey County's existing Indigent Defense Plan requires the State Public Defender (SPD) to provide primary indigent defense representation. Due to a number of factors outside Storey County's control, which are discussed more fully herein, the SPD has become critically short-staffed and cannot currently provide the level of representation required by the Sixth Amendment.

DIDS recently entered into a corrective action with Carson City involving similar circumstances. The result is that Carson City has created its own Public Defender office (CCPD). Storey County intends to enter into an interlocal agreement with Carson City to have the CCPD provide its primary indigent defense services. It is the understanding of DIDS that Storey County has drafted a budget for these services and will begin the process of county approval as soon as possible. Once the interlocal agreement between Storey County and Carson City is approved, the SPD would then begin to transfer cases to the CCPD and the CCPD would eventually take over primary responsibility for indigent defense representation in Storey County.

The State Public Defender is currently undergoing fundamental changes, including to its budget which will result in reduced staffing and likely a change in the location of its office. This circumstance further underscores the need for corrective action in Storey County at this time.

B. Other Contributing Factors.

The shortage of indigent defense counsel is not unique to the SPD, Storey County, or even Nevada as a whole, but is a significant problem in states around the country. This is due to a number of co-occurring factors, including: the mass retirement of boomer-aged attorneys, the exodus of these same attorneys, as well as others from the profession as a result of the COVID-19 pandemic, the fact that a number of Nevada's long-standing indigent defense attorneys have recently become deceased, law school enrollment is trending down, and significantly fewer law school graduates are choosing to go into public interest work. (Out of over a hundred Boyd School of

Law graduates in 2020, only six elected to go into public service, and it is DIDS's understanding that none of those chose public defense work.)

Ripple effects from other counties: From June 13 to August 31, 2022, due to attorney shortages of their own, the Washoe County Public Defender's Office stopped taking all felony and gross misdemeanor cases. The result was that the excess of cases had to be absorbed by the Washoe County Alternate Public Defender's Office and by the Washoe County appointed counsel list. This also impacted the availability of appointed counsel in other counties, and resulted in rapid increases in hourly rates for appointed counsel and dramatic increases in salaries (as well as signing bonuses) for public defenders in Washoe County.

The Elko County PD followed suit, faced with their own attorney shortages (two of their deputies were hired for greater salaries by the Washoe County PD during their shortage, and one veteran deputy passed away), the office began not accepting felony cases and withdrawing from other high-level felony cases in December 2022.

C. Recommended Steps Toward a Corrective Action

Storey County and DIDS have agreed on the following steps for a Corrective Action Plan:

- (1). In collaboration with DIDS, Storey County has drafted an amended Indigent Defense Plan ("Plan"), as well as an updated indigent defense budget that includes the costs of the CCPD providing primary indigent defense services, and any other expenses, including appointed counsel, investigators, and experts;
- (2). Storey County shall submit a draft of its interlocal agreement with Carson City regarding the CCPD to DIDS;
- (3) Storey County, the CCPD and the SPD will collaborate to establish a process and timeline for transferring existing physical and digital cases from the SPD to the CCPD, including when the CCPD will take over full primary responsibility for indigent defense representation in Storey County;
- (3). Storey County shall include in its amended Plan whether the SPD will provide representation for direct appeals to the Nevada Supreme Court, Pardons Board hearings, and Parole Revocation hearings;
- (4). In creating its amended Plan, Storey County will comply with all relevant regulations of BIDS;
- (5). Storey County will not pay the State of Nevada for public defender services for FY 2024.

D. Interim Steps Toward Corrective Action

(1) The timeline for creating a Corrective Action Plan is as follows:

(a) First draft from Storey County to DIDS by June 27, 2023;

(b) DIDS will provide input to Storey County by July 11, 2023 and the two will finalize the plan;

(c) As DIDS must review all county contracts for indigent defense services, a review of the interlocal agreement between Carson City and Storey County is necessary before final approval of the corrective action;

(c) DIDS will submit the final corrective action plan to the Board on Indigent Defense for approval at its next meeting on August 3, 2023, unless a special meeting becomes necessary and is possible;

(2) During this transition period, the SPD will stop accepting all new Storey County cases, and will focus on preparing for the transfer of existing cases from the SPD to the CCPD.

E. Justifications for Corrective Action

(1) Regulation 42(1) requires: “The workload of an attorney must allow the attorney to give each client the time and effort necessary to ensure effective representation. Any office, organization or attorney who provides indigent defense services shall not accept a workload that, by reason of its excessive size, interferes with the attorney's competence, diligence or representation of clients under the Nevada Rules of Professional Conduct.” – As of this writing, all SPD attorneys except one, and the head of the office, have transferred to the CCPD. Further, the head of the office is primarily engaged in establishing an NSPD office in White Pine County. Accordingly, there is not sufficient experienced staff to provide the necessary representation.

(2) The Sixth Amendment, ADKT 411, and the ABA Guidelines all require similar standards of representation which is not possible with such limited staff.

(3) A Plan for Corrective Action is also in accordance with NRS 180.440(4) and NRS 180.450, as the SPD, by no fault of its attorneys nor Storey County, is either not able to “meet[] the minimum standards for the provision of indigent defense services” or is “deficient in the provision of such services,” as it is unable to act as the primary public defender for Storey County due to critical under-staffing circumstances, and will likely be unable to do so at least for the foreseeable future.



Board of Storey County Commissioners

Agenda Action Report

Meeting date: 8/15/2023 10:00 AM -
BOCC Meeting

Estimate of Time Required: 15 min.

Agenda Item Type: Discussion/Possible Action

- **Title:** Discussion and consideration of approval of amendments to the Storey County Indigent Defense Service Plan designed to meet the requirements of the State of Nevada in accordance with NRS 260.070 and to comply with the Nevada Supreme Court's orders in ADKT 411, and demonstrating the transfer of primary indigent defense services currently provided by the Nevada State Public Defender's Office to the Carson City Public Defender's Office by method of interlocal agreement between Storey County and Carson City.
- **Recommended motion:** I (county commissioners) motion to approve recommended amendments to the Storey County Indigent Defense Service Plan designed to meet the requirements of the State of Nevada in accordance with NRS 260.070 and to comply with the Nevada Supreme Court's orders in ADKT 411, and demonstrating the transfer of primary indigent defense services currently provided by the Nevada State Public Defender's Office to the Carson City Public Defender's Office by method of interlocal agreement between Storey County and Carson City.
- **Prepared by:** Austin Osborne

Department:

Contact Number: 775.847.0968

- **Staff Summary:** The Storey County indigent defense services plan is proposed to be updated in accordance with NRS and orders made to counties in Nevada by the Nevada Supreme Court in ADKT 411. The plan will be amended to align with the Carson City Public Defender's Office with which Storey County will be engaging in an interlocal agreement for the providing of indigent services.
- **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

Storey County Plan for Indigent Defense Services

Est. _____, 2021

Revised _____, 2023



STOREY COUNTY INDIGENT DEFENSE SERVICES PLAN

The Indigent Defense Services Plan (“Plan”) of Storey County (“Storey County”) is intended for situations in which counsel is required to be appointed for persons under section 180.004 of the Nevada Revised Statutes (“NRS”). This Plan is designed to meet the requirements of NRS 260.070(2) placed on Storey County, and to comply with the Nevada Supreme Court’s orders in Administrative Docket (“ADKT”) 411.

1. RECITALS

- a. Storey County is committed to indigent defense. Storey County and the Courts have previously established an indigent defense system providing a high level of indigent defense to the people of Storey County. This system, a partnership between Storey County and the Courts, functioned well and was not in need of fixing. In fact, Storey County was not part of the rural counties that were named in *Davis v. Nevada*, Case No. 17 OC 00227 1B (1st Judicial Dist. Ct. Nev. Aug. 11, 2020).
- b. Nevertheless, the regulations of the Board of Indigent Defense Services require Storey County to discard most of its successful indigent defense program and reestablish a new one. The objective of this Plan, therefore, is to comply with the obligations placed on Storey County under NRS Chapters 7 and 180, NRS 260.070(2), and the regulations of the Board of Indigent Defense Services.
- c. Storey County also has significant concerns about a state agency having the power to authorize the expenditure of county funds or dictate or override the autonomy of the elected or appointed officials of a Nevada County. As such, this plan is not intended to authorize any expenditures of county funds that are not authorized by elected or appointed persons in Storey County. It is not the desire or purpose of the Storey County Board of County Commissioners to authorize a state agency to expend county monies. Through this Plan, Storey County elects to have the Department of Indigent Defense Services (DIDS) act as its indigent defense coordinator.
- d. The functioning of the broader representation and defense services in Storey County relies upon the Carson City Public Defender representing parents in NRS Chapter 432B actions.
- e. Portions of this plan are contingent upon the State of Nevada paying for the increases in the budgetary amounts caused by the adoption of this Plan. In the event that the State of Nevada does not authorize the increase in expenditures, portions of this Plan may be eliminated and the provision of services undertaken without such funds.

2. OBJECTIVES AND APPLICABILITY

- a. This Plan is intended to continue to provide a system of selection and appointment of counsel that provides indigent defendants accused of a crime or a delinquent act with an adequate defense and effective assistance of counsel to protect his or her constitutional rights; and to provide for the appointment and compensation of qualified counsel, without waste of public resources.
- b. This Plan is designed to be fully compliant with the Nevada Supreme Court’s Orders in ADKT 411, NRS Chapters 7 and 180, NRS 260.070(2), and the regulations of the Board of Indigent Defense Services.
- c. This Plan covers appointment of counsel for “indigent defense services,” as that term is defined in NRS 180.004. This covers legal representation and services for a person under

the Sixth Amendment to the United States Constitution, NRS 7.115, NRS 62D.030, NRS 171.180, and for any law imposing criminal liability on a person that requires or permits the appointment of counsel for an indigent person. This plan does not address NRS 34.750, NRS 62D.100, NRS 128.100, NRS 432B.420, and NRS 433A.270, or any other law not included in NRS 180.004 where the appointment of counsel is required for a juvenile, an indigent person, or any other person. This Plan does not cover NRS Chapters 159, 159A, or 253.

3. DEFINITIONS

- a. “CCPD” means the Carson City Office of the Public Defender.
- b. “Conflict counsel” means a DIDS qualified attorney who has entered into a contract with Storey County to represent indigent persons when the Carson City Public Defender has a conflict and is disqualified from representing an indigent person.
- c. “Counsel” means the Carson City Public Defender and conflict counsel
- d. “Court” means a department of the FJDC or the JCVT, and “Courts” means the FJDC and the JCVT collectively.
- e. “DIDS” means the Nevada Department of Indigent Defense Services.
- f. “DIDS qualified” means DIDS’ placement of an attorney on the list of attorneys who are qualified to represent indigent persons in Storey County.
- g. “FJDC” means the First Judicial District Court.
- h. “Indigent Defense Coordinator” means an independent contractor qualifying as a “designee” of DIDS. An indigent defense coordinator shall have the duties specified in this Plan.
- i. “Indigent Person” means an individual deemed indigent under this Plan.
- j. “JCVT” means the Justice Court of Virginia Township in and for the County of Storey, State of Nevada
- k. “Represent” or “Representation” means legal representation of an indigent person by appointed counsel.
- l. “Services” means services provided to an indigent person during appointed counsel’s representation of that person, and includes investigative, expert, and other services.

4. CASES IN WHICH COUNSEL MUST OR MAY BE APPOINTED

- a. Mandatory Appointment. Representation must be provided for any indigent person:
 - 1. who is charged with a felony or gross misdemeanor;
 - 2. who is charged with a misdemeanor in which jail time is mandatory or the prosecution is seeking jail time (incarceration);
 - 3. who is alleged to have violated probation or other supervision and a jail or prison sentence of confinement may be imposed;
 - 4. who is a minor alleged to have committed an act of juvenile delinquency, under NRS 62D.030;
 - 5. who is in custody as a material witness;
 - 6. who is entitled to appointment of counsel under the Sixth Amendment to the United States Constitution or any provision of the Nevada Constitution;
 - 7. who is entitled to appointment of counsel because due process requires the appointment of counsel;
 - 8. who is likely to face Court imposed jail or prison time;

9. who faces loss of liberty in a case and Nevada law requires the appointment of counsel;
 10. who faces loss of liberty for criminal contempt;
 11. who has received notice that a grand jury is considering a charge against him/her and has requested counsel; or
 12. where Nevada or Federal law otherwise requires the appointment of counsel for a person meeting the requirements of NRS 180.004.
- b. Discretionary Appointment. When a court determines that the interests of justice so require, representation may be provided for any indigent person:
1. who is charged with civil contempt and faces loss of liberty; or called as a witness before a grand jury, a court, or any agency which has the power to compel testimony, if there is reason to believe, either prior to or during testimony, that the witness could be subject to criminal prosecution, a civil or criminal contempt proceeding, or face loss of liberty; or
 2. in any other case meeting the requirements of NRS 180.004 in which the court determines in the interests of justice appointment of counsel is appropriate.

5. DETERMINATION OF INDIGENCY

- a. A person must be deemed indigent, and is eligible for appointment of counsel to represent the person, if the person is unable, without substantial hardship to himself or herself or his or her dependents, to obtain competent and qualified legal counsel on his or her own.
- b. “Substantial hardship” is presumed for a person who:
1. receives public assistance, including food stamps, temporary assistance for needy families, Medicaid, or disability insurance;
 2. resides in public housing;
 3. earns less than 200 percent of the Federal Poverty Guidelines;
 4. is currently serving a sentence in a correctional institution;
 5. is housed in a mental health facility, or
 6. is a minor.
- c. If substantial hardship is not presumed for a person, a Court may deem a person to have a substantial hardship based upon the person’s particular circumstances, including:
1. the nature, extent, and liquidity of the person’s assets;
 2. the person’s disposable income from all sources;
 3. the person’s monthly expenses;
 4. the seriousness of the charges that the person is facing;
 5. whether the person is able to comprehend the proceedings and the charges that the person is facing;
 6. the effort and skill required to gather pertinent information about the case;
 7. the length and complexity of the proceedings;
 8. local private counsel rates;
 9. whether discovery is needed in post-conviction proceedings; or
 10. any other consideration that bears upon the person’s ability to retain and pay an attorney.

- d. The Court may determine that a person is partially indigent if the Court finds that a person can afford private counsel or has retained counsel, but the person cannot be effectively represented due to the person's inability to pay for necessary services.

6. SCREENING FOR INDIGENCY

- a. Screening for indigency and substantial hardship will be conducted by the Storey County Sheriff's Office, or other court or law enforcement personnel within 48 hours for a person who is booked into the Storey County Jail or a juvenile detention facility and not released; at the initial appearance for a person who appears before a Court and requests or is required to be appointed counsel; or sooner as required by applicable law.
- b. The screening results must be provided to the Court as soon as possible after completion.

7. TIME FOR APPOINTMENT OF COUNSEL

- a. The Court will review the screening results and, if a person has requested representation, determine whether the appointment of counsel is mandatory or the interests of justice require the discretionary appointment of counsel; and whether the person is indigent or partially indigent.
- b. An attorney must be appointed for any eligible indigent person as soon as feasible after formal charges being filed against a person held in custody or a person's first appearance before a judge; as required by any other applicable provision of law; or when a Court otherwise considers appointment of counsel appropriate.
- c. An eligible indigent person must be appointed one attorney, except in a capital case, or two attorneys in a capital case in which a person is reasonably believed to face capital punishment. At least one of the two attorneys appointed in a capital case must meet the minimum standard for lead counsel pursuant to Rule 250 of the Nevada Supreme Court Rules and both attorneys appointed must conform to the performance guidelines or standards for capital cases as adopted by the Nevada Supreme Court.

8. INITIAL APPEARANCES

- a. Unless counsel has already been assigned to a person, the CCPD will appear at all in custody pretrial release hearings, initial appearances, or arraignments. The CCPD may provide limited representation to an indigent person, discussing only matters pertaining to the initial appearance or arraignment to avoid creating conflicts of interest.
- b. If the CCPD determines that it cannot provide limited representation of a person at the initial hearing or arraignment in a manner consistent with the Nevada Rules of Professional Conduct, the CCPD shall immediately notify the Court so that the Court may consider whether indigent defense counsel should be appointed.
- c. If counsel other than the CCPD has been assigned as an indigent person's counsel before the initial appearance, the assigned counsel must appear at the initial appearance.
- d. At an initial appearance, Counsel must be prepared to address appropriate release conditions.
- e. A timely initial appearance or arraignment should not be delayed pending a determination of indigency.

9. SELECTION, ASSIGNMENT, AND APPOINTMENT OF COUNSEL

- a. Assignment of the CCPD

1. Unless a Court is aware of a conflict for the CCPD or any other reason specified in this Plan why the CCPD should not be appointed as counsel, the Court must first appoint the CCPD to represent an eligible indigent person.
 2. The assignment to a case of a specific attorney, or attorneys, working for the CCPD rests solely within the discretion of the CCPD.
- b. Assignment of Conflict Counsel
1. If the CCPD cannot be appointed, the Court shall notify the indigent defense coordinator.
 2. The indigent defense coordinator must assign a conflict counsel to represent an eligible indigent person.
- c. Appointment of Counsel When No DIDS Qualified Counsel is Available.
- If the indigent defense coordinator is unable to assign a private attorney to represent an indigent person, the indigent defense coordinator must notify the Court of the situation and request the court to continue any hearings which cannot be covered timely.
- d. General Procedures for the Assignment of Counsel
1. Counsel assigned for co-defendants may not be from the same law firm.
 2. The indigent defense coordinator may assign counsel that has been previously appointed for an indigent defendant in a different action for the indigent person if it would be in the indigent person's best interests to have the same counsel and would facilitate the indigent person's defense.
 3. Counsel must comply with section 13(d) in order to be assigned as counsel for an indigent person. Counsel who refuses to comply with section 13(d) will be deemed ineligible to be assigned as indigent defense counsel in Storey County.
 4. The indigent defense coordinator must use his or her best efforts to fairly rotate the assignment of counsel among conflict counsel on any legitimate basis, taking into consideration conflicts, workloads, availability, qualifications, interest, track record of responsiveness and dependability in accepting assignments, feedback from clients, feedback from Storey County officials.
 5. An assigned counsel must conduct a conflict check within a reasonable amount of time after being assigned to determine whether any conflict of interest exists which would prevent his or her representation of the indigent person. If a conflict is determined to exist, counsel must notify the indigent defense coordinator.
 6. The judges of the Courts will have no input regarding the assignment of counsel by the indigent defense coordinator in a particular case.
- e. Court Appointment of Counsel
1. When the indigent defense coordinator assigns counsel to the case, the indigent defense coordinator will notify the Court of the assigned counsel and make sure the appropriate paperwork is provided to the court.
 2. The Court may enter an order appointing the assigned counsel to represent the indigent person, according to its rules and procedure.

10. APPEALS, PARDONS BOARD AND PAROLE REVOCATION

The CCPD will provide indigent defense services in appeals, in parole hearings and in meetings of the Nevada Board of Pardons Commissioners.

11. CHANGE IN ELIGIBILITY

An appointed counsel must advise the Court if, or when, an indigent person has a change in his or her financial condition that may make him or her ineligible for public payment for indigent representation. Such information is not protected as a privileged attorney-client communication.

12. COMPENSATION

- a. Storey County will compensate the CCPD pursuant to the terms of an interlocal agreement with Carson City.
- b. Storey County will compensate conflict counsel as provided in the applicable contract with Storey County.
- c. Unless otherwise provided in a contract, statute, or regulation, counsel may seek compensation for representation of an indigent person through the following procedure.
 1. Counsel must submit a request for compensation to the indigent defense coordinator, using a form prescribed by the indigent defense coordinator.
 2. The request must be supported by a sworn statement specifying time entries rounded to the nearest one-tenth of an hour, a detailed description of the work performed for the representation, a description of the compensation rate applicable to counsel, a statement of any compensation already received from any source for representation in the case, and any other material supporting the request for compensation. The invoice must comply with the requirements of section 13.
 3. Counsel should submit a request for compensation at least quarterly, but in any event within 60 days after the date that the representation is terminated. Requests submitted more than 60 days after the representation is terminated will be denied.
 4. The indigent defense coordinator will approve, modify, or deny the request for compensation.
 5. No hearing will be held regarding the request for compensation.
 6. If the request for compensation is approved, the indigent defense coordinator will send the request to the designated accounting personnel for entry into the County's payment system.
 7. If the request for compensation is denied, the indigent defense coordinator will notify counsel that his or her request was denied.
 8. If the request is denied, counsel may file a motion for compensation with the trial court. A motion for compensation must contain the request for compensation, any information accompanying the request, the denial of the request for compensation, and a proposed order.

13. EXPENSES

- a. Storey County will pay expenses of the CCPD pursuant to the terms of their interlocal agreement with Carson City.

- b. Unless otherwise provided in a contract, counsel may incur expenses for services costing \$1,000 or less, but must obtain pre-authorization for expenses for services costing more than \$1,000. All expenses must be reasonable and necessary for the representation of the indigent person, and reimbursement for expenses for services costing \$1,000 or less may be denied if it is determined that the services were not reasonable and necessary for representation of the indigent person.
- c. Storey County will reimburse assigned conflict counsel for expenses that are reasonable and necessary for the indigent person's defense. Counsel must seek reimbursement or pre-authorization for expenses through the following procedure.
 - 1. Counsel must submit a request for reimbursement or pre-authorization of expenses to the indigent defense coordinator, using a form prescribed by the indigent defense coordinator.
 - 2. The request must be supported by a sworn statement specifying the services rendered or requested, the cost of the services, why the cost of the services are reasonable, and why the services are necessary for the representation, any compensation already received from any source for the services, and any other material supporting the request for expenses. The invoice accompanying the request must comply with the requirements of section 13.
 - 3. Counsel should submit a request for reimbursement or expenses at least quarterly, but in any event within 60 days after the date that the representation is terminated. Requests submitted more than 60 days after the representation is terminated will be denied.
 - 4. The indigent defense coordinator will approve, modify, or deny the request for reimbursement or expenses.
 - 5. .
 - 6. If the request for reimbursement or expenses is approved, the indigent defense coordinator will send the request to the designated accounting personnel for entry into the County's payment system.
 - 7. If the request for reimbursement or expenses is denied, the indigent defense coordinator will notify counsel that his or her request was denied.
 - 8. If the request is denied, counsel may file a motion for expenses with the trial court. A motion for expenses must contain the request for expenses, any information accompanying the request, the denial of the request for expenses, and a proposed order.

14. PAYMENT FOR COMPENSATION AND EXPENSES

- a. Requests for compensation and expenses or for reconsideration will be denied if not timely submitted. Approved requests will be paid reasonably promptly.
- b. Invoices for requests for compensation and expenses under sections 11 and 12 must conform to government accounting standards.
- c. Any person requesting payment from Storey County must be registered with Storey County as a vendor and have a 1099 tax form and a business license on file with Storey County.
- d. Counsel may request that Storey County pay the vendor directly if the vendor complies with this section.

15. REQUIRED DUTIES OF COUNSEL

- a. Counsel must comply with the caseload and time reporting requirements for DIDS.
- b. Counsel must comply with the workload standards specified by DIDS.
- c. Jail and courthouse facilities for attorneys' use for discussions with witnesses or clients are generally available to counsel representing indigent persons for attorney/client meetings to the same extent that they are available to other counsel. Such facilities include the attorney meeting rooms outside of each courtroom, and private meeting space within the jail. Counsel who are not familiar with the accommodations at the Courts or the Storey County Jail may ask the Court Clerk's Office or jail personnel for assistance in speaking privately with the indigent person.
- d. Counsel or the Courts must provide client surveys authorized by the Nevada Board on Indigent Defense Services to an indigent person appointed counsel under this Plan.
- e. Complaints about counsel or attorneys must be forwarded to the DIDS.
- f. If counsel becomes aware of a complaint concerning representation of an indigent person that rises to the level of interfering with the representation of the indigent person, counsel must timely notify the Court.
- g. Counsel must comply with all applicable law concerning representation of an indigent person, including, but not limited to: the U.S. and Nevada Constitutions, the Nevada Revised Statutes, the Nevada Administrative Code, the Nevada Rules of Professional Conduct, and the Nevada Indigent Defense Standards of Performance implemented by the Nevada Supreme Court.
- h. Counsel and attorneys must comply with all court rules.
- i. Counsel appointed to represent an indigent person is expected to represent that person through every stage of the case, at every hearing, and at trial, unless a court order is entered substituting another attorney in place of the original attorney or otherwise relieving the original attorney of the responsibility of representing the indigent person. This provision does not prohibit another attorney from appearing at a hearing for the appointed counsel to represent the indigent person if the appointed attorney has an unavoidable scheduling conflict, provided that the appointed attorney has sufficiently appraised the other attorney about the case to enable the other attorney to provide effective assistance of counsel.
- j. Counsel appointed to represent an indigent person is expected to provide effective assistance of counsel to the indigent person. This includes: meeting with the indigent person before the first appearance after counsel is appointed; updating the indigent person on his or her case at least every 30 days, unless, in counsel's professional opinion, there are no significant updates in the indigent person's case; and advising the indigent person not to waive any substantive rights or plead guilty at the initial appearance, unless to do otherwise is, in counsel's professional judgment, in the client's best interest.
- k. Appointed counsel shall not request, require or accept any payment or promise to pay or any other valuable consideration for representation under the appointment unless such payment is approved by order of the Court.



Board of Storey County Commissioners

Agenda Action Report

Meeting date: 8/15/2023 10:00 AM -
BOCC Meeting

Estimate of Time Required: 15 min.

Agenda Item Type: Discussion/Possible Action

- **Title:** Discussion and possible consideration approving an interlocal agreement between Storey County and Carson City enabling the Carson City Public Defender's Office to provide the primary indigent defense services to Storey County until June 30, 2025, and for an approximate first-year fee of \$196,649 and second-year fee of \$216,244, and additional professional services fees in the amount not to exceed \$50,000 without board approval.
- **Recommended motion:** I (commissioner) motion to approve an interlocal agreement between Storey County and Carson City enabling the Carson City Public Defender's Office to provide the primary indigent defense services to Storey County until June 30, 2025, and for an approximate first-year fee of \$196,649 and second-year fee of \$216,244, and additional professional services fees in the amount not to exceed \$50,000 without board approval.
- **Prepared by:** Austin Osborne

Department:

Contact Number: 775.847.0968

- **Staff Summary:** The Storey County's current Indigent Services Plan requiring Nevada State Public Defender's Office to provide primary indigent defense services is no longer feasible for several reasons including a critical staffing shortage, budget constraints, and the inability of the Nevada State Public Defender's Office to provide the level of representation required by the Sixth Amendment of the United States Constitution.
- Based on this situation, Storey County and the Nevada Department of Indigent Defense Services have agreed to a voluntary Corrective Action Plan pursuant to NRS 180.440-450 that will result in an amendment to Storey County's current plan for the provision of indigent services.
- Pursuant this voluntary Corrective Action Plan, Storey County's Indigent Services Plan will be revised such that the Carson City Public Defender will provide primary indigent defense services to Storey County.
- The Carson City Public Defender's Office has the capacity to provide public defender services to Storey County in a manner beneficial to both parties, and it is in the best interest of Storey County to utilize these services.
- **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

INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES FOR PUBLIC DEFENDER SERVICES

A Contract Between

Storey County
26 South B Street
Virginia City, NV 89440
775-847-0968

and

Carson City
201 N. Carson Street, Suite 2
Carson City, NV 89701
775-887-2286

WHEREAS, this Interlocal Contract Between Public Agencies (the “Contract”) is made and entered into by and between Carson City/Carson City Public Defender (also referred to as "CCPD") and Storey County ("Storey County"), both of which are political subdivisions of the State of Nevada and public agencies as defined by NRS 277.180. Carson City and Storey County are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

WHEREAS, NRS 277.180(1) provides that any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the contracting agencies is authorized by law to perform; and

WHEREAS, NRS 277.180(3) provides that the authorized purposes for contracts made pursuant to NRS 277.180 include joint use of personnel, equipment and facilities for the promotion and protection of health, comfort, safety, life, welfare and property of the inhabitants of the counties and cities that are parties to the Contract; and

WHEREAS, Storey County’s current Indigent Defense Services Plan requiring the Nevada State Public Defender to provide primary indigent defense representation is no longer feasible for several reasons including a critical staffing shortage, budget constraints, and the inability to provide the level of representation required by the Sixth Amendment; and

WHEREAS, based on this situation, Storey County and the Nevada Department of Indigent Defense Services (“DIDS”) have agreed to a Corrective Action Plan pursuant to

NRS 180.440-450 that will result in an amendment to Storey County's current plan for the provision of indigent services; and

WHEREAS, pursuant to the Corrective Action Plan, Storey County's Indigent Services Plan will be revised to specify that the CCPD will provide primary indigent defense services to Storey County; and

WHEREAS, the CCPD has the capacity to provide public defender services to Storey County in a manner beneficial to both parties, and it is in the best interest of Storey County to utilize these services.

AGREEMENT

NOW, THEREFORE, in consideration of the aforesaid premises, the promises and covenants contained herein, and other good and valuable consideration, the parties mutually agree as follows:

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

SECTION 2: DEFINITIONS.

A. State: State means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors.

B. Contracting Entity: Contracting entity means the public entities, Storey County and Carson City, identified above.

C. Contract: Contract means this document entitled Interlocal Contract Between Public Agencies for Public Defender Services and all Attachments and Incorporated Documents.

D. Fiscal year: The period beginning July 1st and ending June 30th of the following year.

E. Client: An indigent person who has been assigned to the Public Defender by the Court.

F. Indigent Defendant: An indigent defendant is a person determined indigent by the Court as being eligible for a court-appointed attorney.

G. Criminal Case: A criminal case is any one charge or series of related charges filed against one defendant/respondent.

SECTION 3: CONTRACT TERM. This Contract becomes effective on the date of the last authorized signature. The initial term shall run from August 18, 2023, until June 30, 2025. After the initial term, this Contract will automatically renew for one-year renewal terms. After the tenth renewal term, ending June 30, 2035, this Contract shall terminate unless subsequent action is taken by the Parties to renew this Contract. This Contract may be terminated earlier by either Party as specified in Section 7 of this Contract.

SECTION 4: NOTICE. All communications, including notices, required or permitted to be given under this Contract shall be in writing and directed to the parties at the addresses stated above. Notices may be given in the following manner:

- A. by delivery in person;
- B. by a next day courier service, return receipt requested; or
- C. by certified mail, return receipt requested.
- D. If specifically requested by the party to be notified, valid notice may be given by email to the address(es) such party has specified in writing.

SECTION 5: SCOPE OF WORK

A. Purpose: The purpose of this Contract is for the CCPD to provide legal services and effective assistance of counsel to indigent persons in Storey County, Nevada when the CCPD is appointed by a court under:

- 1. the Sixth Amendment to the United States Constitution, NRS 7.115, NRS 62D.030 or NRS 171.180 (generally, “indigent defense services” as defined by NRS 180.004);
- 2. NRS 432B.420 (representation of a parent or child in abuse or neglect proceedings).

This Contract does not cover appointments under NRS 34.750, NRS 62D.100, NRS 128.100, NRS 433A.270 or NRS Chapters 159, 159A or 253.

B. Professional Conduct:

- 1. The CCPD shall provide the services of attorneys and staff members in compliance with all of the applicable laws and administrative regulations of the State of Nevada, the United States, and the Nevada Rules for Professional Conduct.
- 2. Nothing in this Contract shall be construed to impair or inhibit the exercise of independent, professional judgment by an attorney employed by the CCPD with respect to any client wherein an attorney-client relationship has been established pursuant to the terms of this Contract.
- 3. Nothing in this Contract shall require or permit, without the consent of the client, access to or disclosure of any confidential communication made by a client to any attorney employed by the CCPD or any such confidential communications made to agents or employees of the CCPD for such attorney; the advice given by an attorney to a client; or any other statements and materials privileged from disclosure in a court of law.
- 4. Every CCPD attorney providing services under this Contract must be a licensed member of the Nevada State Bar and be a member in good standing of the Bar.
- 5. Every CCPD attorney providing indigent defense services must comply with all applicable regulations of the Nevada Board of Indigent Defense.

6. No attorney may provide services under this Contract if that attorney has been removed from representation in a case for the inability or failure to perform basic services necessary to the case or to the client, or in any manner has been found to be ineffective on appeal by either an ethics panel or by an appellate court. The CCPD will immediately notify Storey County in writing when it becomes aware that a complaint lodged with the Nevada State Bar has resulted in reprimand, suspension, or disbarment of an attorney providing services under this Contract.

C. Eligible Population: The population served shall be indigent persons legally entitled to appointed legal services in Storey County, as assigned by the Court.

D. Case Assignment: The CCPD shall accept all case assignments, except for cases in which there is a conflict of interest or other related issue that would prevent the CCPD from accepting assignment of the case.

E. Conflicts: The CCPD reserves the right to decline to advise or represent any client on the basis of actual legal, ethical, or professional conflict of interest. The CCPD shall be responsible for checking for conflicts and identifying if a conflict exists. The CCPD shall have a written policy which explains how they define conflict cases. The CCPD shall perform a conflict ~~s~~-check before any substantial work is done on the case. This conflict provision does not prevent a CCPD attorney from appearing at early-release hearings. Early-release hearings are not deemed “substantial work” requiring a conflict check.

F. Duties and Responsibilities of the CCPD: In order to perform its responsibilities under the Contract, the CCPD shall have the power and duty to:

1. Hire all Public Defender personnel;
2. Provide fiscal management; establish compensation of personnel; maintain payroll records and provide payments for all personnel including withholding of income for taxes and benefits;
3. Supervise and maintain the quality of staff and services received or performed, and provide internal evaluation sessions as necessary;
4. Suspend, remove, or terminate personnel not adequately performing the duties and responsibilities assigned, personnel engaging in or condoning misconduct, or whose conduct or continued performance of duties is detrimental to the CCPD Office or clients they represent;
5. Accept and represent all cases and clients officially referred by the Court unless withdrawal from such representation is allowed in accordance with provisions as stated above;
6. Maintain records of all Storey County cases including the Defendant’s name, attorney’s name(s), date case assigned, date case closed, case number(s), criminal charges filed, motions filed, disposition of each charge. Subject to Section 5(b)(2) and (3) of this Contract, Storey County, or any of its duly authorized representatives, shall have access to any such records and documents for inspection, audit and copying for statistical and budgetary purposes.

G. Duties and Responsibilities of Public Defender Attorneys: In order to perform their duties under this Contract, staff attorneys of the CCPD shall:

1. Provide counsel and representation to clients who have been officially referred by the Court in all proceedings covered by this Agreement. Such services include counsel and representation of the client at arraignment, all pretrial hearings, trial and sentencing, probation revocation hearings and any other related hearings.

2. Provide indigent defense services in appeals, in parole hearings, and in meetings of the Nevada Board of Pardons Commissioners.

SECTION 6: PAYMENT

A. Storey County shall pay Carson City a flat fee for the services specified in Section 5, Scope of Work.. For the period August 18, 2023 through June 30, 2024, the flat-fee amount will be \$196,648.17, with \$29,871.75 payable on August 18, 2023, and \$55,592.14 payable on October 1, 2023, January 1, 2024, and April 1, 2024. For the period July 1, 2024 through June 30, 2025, the flat-fee amount will be \$216,243.57, payable in quarterly installments of \$54,060.89 beginning July 1, 2024. Carson City will notify Storey County of the flat fee amounts for the following fiscal year in conjunction with the true-up calculations (required by the next paragraph) for the prior fiscal year (for example, when notifying Storey County of the true-up for fiscal year 2025 Carson City will notify Storey County of the flat-fee amount for fiscal year 2027).

B. Carson City will track the actual costs associated with this Contract and perform a true-up calculation at the end of each fiscal year. If actual costs are less than the flat-fee amount charged, Carson City will refund the excess to Storey County by September 15 each year. If actual costs are more than the flat-fee amount charged, Carson City will bill Storey County for the difference with payment due by September 15 each year.

C. This Contract does not include payment for investigative, expert and other professional services necessary for a case that is not provided in house by the CCPD. The CCPD shall request payment, and Storey County shall pay, for such services as provided by Storey County's Indigent Defense Services Plan, as requested by the CCPD and approved by Storey County, or as ordered by a court.

D. In the event of failure to comply with any items and conditions of this Contract or to provide in any manner the work or services as agreed to herein, Storey County reserves the right to withhold any payment until Storey County is satisfied that corrective action has been taken or completed. This option is in addition to and not in lieu of Storey County's right to termination as provided in Section 8 of this Contract.

SECTION 7: TERMINATION

A. Termination for Non-Appropriation. All services provided under this Contract are contingent upon the availability of the necessary public funding, which may include various internal and external sources. In the event that either Storey County or Carson City does not acquire and appropriate the funding necessary to perform in accordance with the terms of this Contract, this Contract shall automatically terminate upon the terminating

party's notice to the other party of such non-appropriation, and no claim or cause of action may be based upon any such non-appropriation.

B. Termination Without Cause. This contract may be terminated at any time, by mutual consent of both parties through a written agreement signed and approved by the governing body of each Party. Either Party may terminate this Contract without cause at the end of the initial term or any renewal term upon providing written notice to the other Party by December 31 of the prior year. Each Party agrees to perform their respective duties herein until the date of termination.

SECTION 8: BREACH-REMEDIES. Failure of either party to perform any obligation of this Contract shall be deemed a breach. Except as otherwise provided by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, but not limited to actual damages, and to a prevailing party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorney's fees shall not exceed \$150 per hour.

SECTION 9: WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of this Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach. No waiver of any right or remedy shall be effective unless in writing.

SECTION 10: LIMITED LIABILITY. The parties do not waive and intend to assert any and all available NRS Chapter 41 liability limitations and immunities in all cases. Liquidated damages shall not apply unless otherwise expressly provided for elsewhere in this Contract. The contract liability of the Parties under this Contract does not include punitive damages.

SECTION 11: FORCE MAJEURE. Neither Party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accident, fires, explosion, or acts of God, including, without limitation, pandemics, earthquakes, floods, winds, or storms. In such an event, the intervening cause must not be through the fault of the Party asserting such an excuse and the excused Party is obligated to promptly perform in accordance with the terms of this Contract after the intervening cause ceases.

SECTION 12: INDEMNIFICATION. Neither party waives any right or defense to indemnification that may exist in law or equity. Storey County shall indemnify, hold harmless and defend, not excluding Carson City's right to participate, Cason City 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 the CCPD's activities in Storey County under this Contract as public defenders in Storey County. Excluding the CCPD's activities as public defenders for Storey County, and to the extent permitted by law, including, but not limited to, the provisions of NRS Chapter 41, 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.

SECTION 13: WORKERS' COMPENSATION. The Carson City Public Defender and the employees of the CCPD remain employees of Carson City, and Carson City will maintain or provide workers' compensation insurance or coverage for CCPD as provided or permitted by NRS Chapters 616A – 616D.

SECTION 14: SEVERABILITY. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist, and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

SECTION 15: GOVERNING LAW- JURISDICTION. This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to the laws of the State of Nevada. The parties consent to the exclusive jurisdiction of and venue in the First Judicial District Court, Carson City, Nevada for enforcement of this Contract.

SECTION 16: NO THIRD-PARTY BENEFICIARIES. It is specifically agreed between the Parties that none of the provisions in this Contract create a third-party beneficiary in other governmental entities, the public, any member of the public or any other person or entity whatsoever, or grant anyone not a Party to this Contract any right to maintain a suit for personal injuries, property damage or any other damages or relief whatsoever under the terms or provisions of this Contract.

SECTION 17: PUBLIC RECORDS REQUESTS. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. Each Party will have the duty to disclose particular information or documents, unless they are made confidential by law or a common law balancing of interest.

SECTION 18: AUTHORITY TO SIGN. The Parties represent and warrant that the person executing this Contract on behalf of each respective Party has full power and authority to enter into this Contract and that the Parties are authorized by law to perform the services set forth herein.

SECTION 19: ENTIRE AGREEMENT AND MODIFICATION. This Contract constitutes the entire agreement of the parties and is the complete and exclusive statement of the promises, representations, negotiation, discussion, and other agreement that may have been made in connection with the subject matter hereof. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract is binding upon the Parties unless the same is in writing and signed by the parties.

(The remainder of this page is blank. The signature page follows.)

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

Storey County, Nevada
Board of County Commissioners

Carson City, Nevada
Board of Supervisors

Jay Carmona, Chair

Lori Bagwell, Mayor

Date: _____

Date: _____

Storey County District Attorney's Office

Carson City District Attorney's Office

Anne Langer
District Attorney

Deputy District Attorney

Date: _____

Date: _____

Attest:

Attest:

Jim Hindle, Clerk
Storey County Clerk – Treasurer

William Scott Hoen
Carson City Clerk-Recorder



Board of Storey County Commissioners Agenda Action Report

Meeting date: 8/15/2023 10:00 AM -
BOCC Meeting

Estimate of Time Required: 5 min

Agenda Item Type: Discussion/Possible Action

- **Title:** Acceptance of \$10,000 donation for the Storey County Sheriff's Office Off Highway Vehicle Program from an anonymous Virginia City Highlands resident.
- **Recommended motion:** I (Insert name) motion to accept the anonymous \$10,000 donation for the Storey County Sheriff's Office Off Highway Vehicle program from an anonymous VC Highlands resident.
- **Prepared by:** Brandy Gavenda

Department: **Contact Number:** 7758470959

- **Staff Summary:** Acceptance of \$10,000 donation for the Storey County Sheriff's Office Off Highway Vehicle Program from an anonymous Virginia City Highlands resident
- **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: 8/15/2023 10:00 AM -
BOCC Meeting**

Estimate of Time Required: 5 min

Agenda Item Type: Discussion/Possible Action

- **Title:** Approval of 2nd reading for General Business License and gaming license. Applicant is Ryan Albright-Lucky's Casino, 400 USA Pkwy, McCarran, NV 89434.
- **Recommended motion:** I (insert name) motion to approve the Approval of 2nd reading for General Business License and gaming license. Applicant is Ryan Albright-Lucky's Casino, 400 USA Pkwy, McCarran, NV 89434.
- **Prepared by:** Brandy Gavenda

Department: **Contact Number:** 7758470959

- **Staff Summary:** Approval of 2nd reading for General Business License and gaming license. Applicant is Ryan Albright-Lucky's Casino, 400 USA Pkwy, McCarran, NV 89434.
- **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: 8/15/23

Estimate of time required:

Agenda: Consent ☐ Regular agenda ☒ Public hearing required ☐

1. **Title:** Approval of 2nd reading for General Business License, And Gaming License. Applicant is Ryan Albright- Lucky's Casino, 400 USA Pkwy, McCarran, NV 89434.

2. **Recommended motion:** I (insert name) motion to approve the 2nd reading for General Business License, And Gaming License. Applicant is Ryan Albright- Lucky's Casino, 400 USA Pkwy, McCarran, NV 89434.

3. **Prepared by:** Brandy Gavenda, Admin. Asst. II

Department: Storey County Sheriff's Office

Telephone: 775-847-0959

4. **Staff summary:** Approval of 2nd reading for General Business License, And Gaming License. Applicant is Ryan Albright- Lucky's Casino, 400 USA Pkwy, McCarran, NV 89434.

5. **Supporting materials:**

6. **Fiscal impact:** None

Funds Available:

Fund:

____ Comptroller

7. **Legal review required:**

____ District Attorney

8. **Reviewed by:**

☒ Department Head

Department Name: Sheriff's Office, Asst. Sheriff Kern

A handwritten signature in black ink, appearing to be "Kern", is written over a horizontal line.

____ County Manager

Other agency review: _____

9. **Board action:**

☐ Approved
☐ Denied

☐ Approved with Modifications
☐ Continued

Agenda Item No.



Board of Storey County Commissioners Agenda Action Report

**Meeting date: 8/15/2023 10:00 AM -
BOCC Meeting**

Estimate of Time Required: 5 min

Agenda Item Type: Discussion/Possible Action

- **Title:** Approval of 2nd reading of General Business License. Applicant is David Clothier - Pilot Travel Centers, 400 USA Pkwy, McCarran, NV. DBA - One 9 fuel Stop #1359.
- **Recommended motion:** I (insert name) motion to approve the 2nd reading of General Business License. Applicant is David Clothier - Pilot Travel Centers, 400 USA Pkwy, McCarran, NV. DBA - One 9 fuel Stop #1359.
- **Prepared by:** Brandy Gavenda

Department: **Contact Number:** 7758470959

- **Staff Summary:** Approval of 2nd reading of General Business License. Applicant is David Clothier - Pilot Travel Centers, 400 USA Pkwy, McCarran, NV. DBA - One 9 fuel Stop #1359.
- **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: 8/15/23

Estimate of time required:

Agenda: Consent ☐ Regular agenda ☒ Public hearing required ☐

1. **Title:** Approval of 2nd reading of General Business License. Applicant is David Clothier – Pilot Travel Centers, 400 USA Pkwy, McCarran, NV 89434. DBA – One 9 Fuel Stop #1359.
2. **Recommended motion:** I (insert name) motion to approve the 2nd reading of General Business License. Applicant is David Clothier – Pilot Travel Centers, 400 USA Pkwy, McCarran, NV 89434. DBA – One 9 Fuel Stop #1359.
3. **Prepared by:** Brandy Gavenda, Admin. Asst. II

Department: Storey County Sheriff's Office

Telephone: 775-847-0959

3. **Staff summary:** Approval of 2nd reading of General Business License. Applicant is David Clothier – Pilot Travel Centers, 400 USA Pkwy, McCarran, NV 89434. DBA – One 9 Fuel Stop #1359.

5. Supporting materials:

6. Fiscal impact: None

Funds Available:

Fund:

____ Comptroller

7. Legal review required:

____ District Attorney

8. Reviewed by:

☒ Department Head

Department Name: Sheriff's Office, Asst. Sheriff Kern

____ County Manager

Other agency review: _____

9. Board action:

☐ Approved
☐ Denied

☐ Approved with Modifications
☐ Continued

Agenda Item No.



Board of Storey County Commissioners Agenda Action Report

**Meeting date: 8/15/2023 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. Apuna's Kitchen LLC – Food Truck / 20 Darilyn Ln. ~ Washoe Valley, NV
- B. Baldwin Studios – Home Business / 6 Rue De La Azure ~ Lockwood, NV
- C. Custom Aire Inc. – Contractor / 52 E. Glendale ~ Sparks, NV
- D. Mt. Davidson Panning LLC – General / 171 S. C St. ~ Virginia City, NV
- E. Sommercal Construction Inc. – Contractor / 3690 33rd Ave. ~ Sacramento, CA
- F. WSB Electric, Inc. – Contractor / 2222 E. Yeager Dr. Ste. 100 ~ Chandler, AZ

- **Recommended motion:** Approval

- **Prepared by:** Ashley Mead

Department:

Contact Number: 775-847-0966

- **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:**

☐ Approved

☐ 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: Jim Hindle, Clerk's office
Austin Osborne, County Manager

August 07, 2023
Via Email

Fr: Ashley Mead

Please add the following item(s) to the **August 15, 2023**

COMMISSIONERS Consent Agenda:

SECOND READINGS:

- A. Apuna's Kitchen LLC** – Food Truck / 20 Darilyn Ln. ~ Washoe Valley, NV
- B. Baldwin Studios** – Home Business / 6 Rue De La Azure ~ Lockwood, NV
- C. Custom Aire Inc.** – Contractor / 52 E. Glendale ~ Sparks, NV
- D. Mt. Davidson Panning LLC** – General / 171 S. C St. ~ Virginia City, NV
- E. Sommercial Construction Inc.** – Contractor / 3690 33rd Ave. ~ Sacramento, CA
- F. WSB Electric, Inc.** – Contractor / 2222 E. Yeager Dr. Ste. 100 ~ Chandler, AZ

Ec: Community Development
Commissioner's Office

Planning Department
Comptroller's Office

Sheriff's Office