



## Board of Storey County Commissioners Agenda Action Report

**Meeting date: 10/3/2023 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 October 3, 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: 10/3/2023 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. Artisan Wallcovering LLC – Contractor / 15796 Fawn Ln ~ Reno, NV
  - B. Brahma Group Inc. – Contractor / 1132 S. 500 ~ W. Salt Lake City, UT
  - C. Clark Pacific – Contractor / 710 Riverpoint Ct. Ste. 100 ~ West Sacramento, CA
  - D. Delta Saloon Inc. (Parking Lot) – General / 19 & 39 S. C St. ~ Virginia City, NV
  - E. DIRECTV, LLC – Out of County / 140 Grand St. Ste 300 ~ White Plains, NY
  - F. Dunn Rite Inc. – Contractor / 5400 Winnemucca Ranch Rd. ~ Reno, NV
  - G. New Rise Renewables Reno – General / 611 Peru Dr. ~ Sparks, NV
  - H. Symbia Logistics – General / 655 Waltham Way ~ Sparks, NV
  - I. Tacos La Patrona LLC – Food Truck / 1800 E. Williams St. Ste 2 ~ Carson City, NV
  - J. The Nevada Wolf Shop #8365 – Out of County / 120 Mountain View Blvd ~ Basking Ridge, NJ
  - K. Wild Horse – Home Based / 195 N. B St. #2 ~ Virginia City NV
- **Recommended motion:** None required (if approved as part of the Consent Agenda) I move to approve all first readings (if removed from consent agenda by request).
- **Prepared by:** Ashley Mead

**Department:**

**Contact Number:** 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

**September 25, 2023**  
Via Email

Fr: Ashley Mead

Please add the following item(s) to the **October 03, 2023**

COMMISSIONERS Consent Agenda:

## **FIRST READINGS:**

- A. Artisan Wallcovering LLC** – Contractor / 15796 Fawn Ln ~ Reno, NV
- B. Brahma Group Inc.** – Contractor / 1132 S. 500 ~ W. Salt Lake City, UT
- C. Clark Pacific** – Contractor / 710 Riverpoint Ct. Ste. 100 ~ West Sacramento, CA
- D. Delta Saloon Inc. (Parking Lot)** – General / 19 & 39 S. C St. ~ Virginia City, NV
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- I. Tacos La Patrona LLC** – Food Truck / 1800 E. Williams St. Ste 2 ~ Carson City, NV
- J. The Nevada Wolf Shop #8365** – Out of County / 120 Mountain View Blvd ~ Basking Ridge, NJ
- K. Wild Horse** – Home Based / 195 N. B St. #2 ~ Virginia City NV

Ec: Community Development  
Commissioner's Office

Planning Department  
Comptroller's Office

Sheriff's Office





## Board of Storey County Commissioners Agenda Action Report

Meeting date: 10/3/2023 10:00 AM -  
BOCC Meeting

Estimate of Time Required: 1

Agenda Item Type: Consent Agenda

- **Title:** Corrections due to late submittal of Exemption Renewal Forms (after 7/1/23).
- **Recommended motion:** approval
- **Prepared by:** Jana Seddon

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

- **Staff Summary:** Correction for parcel 4-071-08 for late exemption renewal form submittal, and a correction for acct MH000177 for late submittal of Exemption Renewal form and Owner Occupancy Form.
- **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

September 25, 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
Edna Cudworth (Exempt & Owner Occp)	\$173.38		\$1.56
Frank Pileggi	\$2479.80		\$1531.57

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

**Samantha Loper**

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**From:** Frank Pileggi <pileggifj@sbcglobal.net>  
**Sent:** Monday, August 21, 2023 10:07 AM  
**To:** Assessor  
**Subject:** Veteran exemption

Please duplicate previous years exemption amount. I was out of the Country during June this year. My apologies.

Frank Pileggi

TURNED IN LATE!



Need to do a Correction. Uses  
exemption on both RP & DMV. Already  
input info into Devnet Personal Exemption.



4-071-08

26,025  
33,400  
~~104,875~~  
7375

# OFFICE OF THE STOREY COUNTY ASSESSOR

Jana Seddon, ASSESSOR

P.O. Box 494

Virginia City, NV 89440

Phone: 775-847-0961 Office Fax: 775-847-0904

[www.storeycounty.org](http://www.storeycounty.org)



RECEIVED

AUG 17 2023

STOREY COUNTY  
ASSESSOR'S OFFICE

## 2023 - 2024 PROPERTY TAX CAP CLAIM FORM FILE BY JUNE 15, 2023

CUDWORTH, EDNA & HILLYARD ANITA  
401 CANYON WAY #22  
SPARKS, NV 89434



OWNER(S): CUDWORTH, EDNA & HILLYARD ANITA

ACCOUNT OR PARCEL NUMBER: MH000177

PROPERTY LOCATION: 401 CANYON WAY #22  
LOCKWOOD

LAND USE CODE: N/A

☒ **PRIMARY RESIDENCE:** Check this box if, as of July 1, 2023, this property will be the primary residence of one or more of the owners of this property.

☐ **VACATION HOME (NOT RENTED):** Check this box if, as of July 1, 2023, this property will be a vacation home that is not rented or leased out at any time during the year and is the only residential property you own in Nevada.

☐ **FAMILY MEMBER:** Check this box if, as of July 1, 2023, this property will be the primary residence of a family member, not on the deed, that does not pay rent or the mortgage.

☐ **RENTAL:** Check this box if this property is a rental and was rented or leased out at any time between April 1, 2022 and March 31, 2023 and complete the rental information below:

**YOU MUST PROVIDE RENTAL INFORMATION BELOW TO DETERMINE QUALIFICATION OR IF THE HIGHER TAX CAP WILL BE APPLIED. Enter the highest amount of rent charged for each unit type in grid below:**

Unit Type (# Bedrooms)	Maximum monthly rent charged per unit type between April 1, 2022 and March 31, 2023	Mark an "X" if heat & electric are included in rent
Studio 0 Bedrooms		
1 Bedroom		
2 Bedroom	1,495.00	
3 Bedroom		
4 Bedroom		
5 Bedroom		
Manufactured Home Space		

☐ Please check here if this is a rental property not to be leased or rented out between April 1, 2022 and March 31, 2023.

Under penalty of perjury, I do hereby solemnly and truthfully declare and affirm that I am the owner of this property, or an authorized Power of Attorney or Administrator, the above information is true and accurate, and that I will notify the Assessor's office if this property is no longer used as described above.

SIGNATURE: Edna Cudworth Date: 8/5/2023 Daytime Phone# 775-240-0191

**If none of the options above apply to the use or occupancy of this property as of July 1, 2023, the property does not qualify for the Lower Tax Cap and you do not need to file this claim form.**

See reverse side for answers to frequently asked questions.

For Assessor Office Use Only: ☐ POQ ☐ VOQ ☐ RTQ ☐ RTD ☐ QHC ☐ FOQ ☐ Other \_\_\_\_\_

## Frequently Asked Questions:

### What is the Partial Tax Abatement or the "Tax Cap"?

Nevada Revised Statutes 361.471 through 361.4735 provides for a Partial Tax Abatement of property taxes and is commonly referred to as the "Tax Cap". The Tax Cap limits the amount your property taxes can increase from one fiscal tax year to the next. Any amount over the tax cap limit is abated. The Tax Cap does not apply to new construction, new value placed on the assessment roll or changes in actual or authorized use. The Tax Cap does not mean your taxes will increase. It means that if your taxes increase, they will not increase by more than a certain percentage.

### By what percentage can my property taxes increase?

For property that is your primary residence in Nevada OR property that is rented at or below the low income housing (HUD) rent level, you may file this claim form to receive the "Low Tax Cap", which cannot exceed 3%. All other types/uses of qualifying property receive the "High Tax Cap", which cannot exceed 8%.

### Why am I receiving this form?

You are receiving this form to give you the opportunity to claim the Low Tax Cap. Various reasons may prompt this form to be sent to you. This form overrides any forms that may have been filed in the past years for this parcel. Anytime you receive this form and you believe you qualify for the Low Tax Cap, the form needs to be filed with the Assessor's Office to establish or reestablish your qualification. To file the claim for the Low Tax Cap, you may file online at [www.storeycounty.org/assessor](http://www.storeycounty.org/assessor) or you may complete the reverse side of this form and mail it to our office.

### What properties qualify as a primary residence?

A property can qualify as your primary residence if it meets **all** of the criteria below:

- A recorded owner resides at the property, whether or not the owner lives there full-time AND
- The owner does not claim another property in Nevada as their primary residence AND
- The owner does not rent or lease the property out on a nightly, weekly, monthly or other short or long term basis (roommates that occupy the home simultaneously with the owner are an exception).

For the official language please refer to the Nevada Revised Statute (NRS) 361.4723(6)(b) at <http://leg.state.nv.us/NRS/NRS-361.html>

### What if I have a family member who lives at the property and pays the mortgage?

If a family member that is not an owner on the deed to the property lives at the property and pays the mortgage it is considered a rental and the amount they pay should be reported on this claim form as rent.

### How do I know if my rental property will qualify for the low or high tax cap?

A rental property may qualify for the Low Tax Cap if the maximum amount of monthly rent collected between April 1, 2022 and March 31, 2023 is at or below the fair market rent amount as determined for Storey County pursuant to NRS 361.4724. In order for our office to determine if your rental property qualifies for the Low tax Cap our office needs to know how many bedrooms are in this residence, the maximum amount of monthly rent charged to your tenant(s) between April 1, 2022 and March 31, 2023 and whether the rent amount paid by your tenant(s) included the heat and electric. The State of Nevada Department of Taxation publishes the maximum rental limits each year and can be found on their website at <https://tax.nv.gov/LocalGovt/PolicyPub/Archivefiles/FairMarketRents/>. If the amount of rent your tenant pays exceeds the fair market rent published, the property does not qualify for the Low Tax Cap and you do not need to file this claim form.

### What if this parcel is neither my primary residence nor a rental?

If, as of July 1, 2023, this property will not be occupied, is under construction, was abandoned, is no longer usable as a dwelling or if the property will be used for any other reason other than as your primary residence or a residential rental, the property will not qualify for the Low Tax Cap and you do not need to file this claim form.

### What should I file if this property is up for sale and escrow is expected to close prior to July 1, 2023?

If the property has, or is being, sold and you will no longer be the owner on July 1, 2023, you may disregard this form. Our office will update our ownership records after the new deed is recorded and will mail a Property Tax Cap Claim Form to the new owner.

### What if I missed the deadline listed on this form?

If it is prior to June 30, 2024 you may still submit the form to our office. Our office will process this form and notify the Storey County Treasurer's Office of any change in qualification. The Treasurer's Office will notify you if there is any adjustment to your tax bill.

### Can I appeal the Tax Cap decision made for my property?

Pursuant to NRS 361.4734, a taxpayer who is aggrieved by a determination of the Tax Cap decision made for their property may file a written petition to the County Assessor. The deadline to appeal the tax cap for the 2023 - 2024 fiscal year is June 30, 2024. You may obtain an appeal form by calling our office at 775-847-0961 Office.

### Who determines the high tax cap each year? How are the low income housing rent levels determined?

We receive our information from the Nevada Tax Commission through the Nevada Department of Taxation. For more information please visit <https://tax.nv.gov/>. For any other questions, please contact the Assessor's Office at 775-847-0961 Office or email us at [assessor@storeycounty.org](mailto:assessor@storeycounty.org).

OFFICE OF THE STOREY COUNTY ASSESSOR  
JANA SEDDON, ASSESSOR  
P.O. Box 494 Virginia City, NV 89440  
Phone: 775-847-0961 Office \* Fax: 775-847-0904  
[www.storeycounty.org](http://www.storeycounty.org)

RECEIVED

AUG 17 2023

STOREY COUNTY  
ASSESSOR'S OFFICE

PERSONAL EXEMPTION RENEWAL FORM  
FILE BY JUNE 15, 2023

CUDWORTH, EDNA  
401 CANYON WAY #22  
SPARKS, NV 89434



EXEMPTION NUMBER: 000607

EXEMPTION TYPE: Widow

MODE OF USE: Unsecured

FISCAL YEAR: 2023 - 2024

Has your military status changed from active duty to honorably discharged? Yes ☐ No ☐ N/A ☐

**PLEASE CHOOSE ONE OF THE FOLLOWING:**

Assessed Valuation	Multiplied by the Storey County DMV Benefit	APPROXIMATE Value at DMV
1,670	4.00%	67

☐ **DMV - GOVERNMENTAL/SPECIAL GOVERNMENTAL SERVICES TAX:** Check this box if, as of July 1, 2023, you would like to use the entire benefit when registering vehicle(s) you own at DMV.

Assessed Valuation	Multiplied by the Parcel Tax Rate	APPROXIMATE Value when applied to Property Tax
1,670	3.4607%	58

☐ **REAL PROPERTY TAXES:** Check this box if, as of July 1, 2023, you would like to apply the entire benefit to the 2023-2024 Real Property Taxes of property you own.

Apply to Parcel Number(s): MH000177

☒ **MANUFACTURED HOME OR PERSONAL PROPERTY TAXES:** Check this box if, as of July 1, 2023, you would like to apply the entire benefit to the 2023-2024 Personal Property Taxes. Apply to Account Number: MH000177

☐ **MIXED USE:** Check this box if, as of July 1, 2023, you would like to SPLIT your benefit.

Please indicate the amount for each, not to exceed the total amount of the exemption.

Indicate DMV or list Parcel or Account Number	Assessed Valuation
Totaling the Assessed Valuation of:	

☐ **DONATION TO GIFT ACCOUNT FOR VETERANS HOMES (VETERANS ONLY):** Check this box if, as of July 1, 2023, you would like to forfeit only what you yourself could use and donate your entire benefit to a veteran's home per NRS 361.0905.

☐ Check this box if you would like to forfeit and donate a portion of your benefit. Donation amount: \_\_\_\_\_

☐ Please check here if you can no longer use this benefit. Explanation: \_\_\_\_\_

I, the undersigned, hereby affirm that I meet all requirements for this exemption, that I am a resident of this county, and that I have not claimed this exemption in any other county in the State of Nevada. If I am a Surviving Spouse, Widow, or Widower, I hereby affirm that I have not remarried.

SIGNATURE: Edna Cudworth Date: 8/5/2023 Daytime Phone# 775-240-0191

If you have questions or need assistance completing this form, please contact our office at the number above.





## Board of Storey County Commissioners Agenda Action Report

**Meeting date: 10/3/2023 10:00 AM -  
BOCC Meeting**

**Estimate of Time Required: 10 min.**

**Agenda Item Type: Discussion/Possible Action**

- **Title:** Public hearing on the lease of a portion of the County complex at 1705 Peru Drive in the TRI Center for the benefit of the Nevada Highway Patrol pursuant to Resolution 23-704. The lease is proposed for an initial term of five years with no rental charge. Any objections to the proposed lease may be made at the hearing.
- **Recommended motion:** I, commissioner \_\_\_\_\_, move to close the public hearing.
- **Prepared by:** KEITH LOOMIS

**Department:**

**Contact Number:** 7758470964

- **Staff Summary:** Pursuant to NRS 277.050 Storey County may lease property it owns to another public agency without advertising for public bids and for such consideration as is authorized by the Board of County Commissioners (Board). Before doing so, the Board must adopt a resolution declaring its intention to lease the property, describing the property, the intended rental amount and fix a time within two weeks thereafter at which a public hearing may be held on the proposed lease. Notice of the adoption of the resolution and of the date of the public hearing must be published at least twice. In this case, the Board adopted Resolution 23-704 declaring its intention to lease a portion of its property at the County complex at 1705 Peru Drive in the TRI Center for the benefit of the Nevada Highway Patrol for an initial period of five years without a rental charge and set the date of the public hearing for 10:30 A.M. on October 3, 2023. The notice of the adoption and of the date and time of the public hearing have been published at least twice.
- **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

## **RESOLUTION NO 23-704**

### **RESOLUTION**

A resolution declaring the intention of the Board of County Commissioners of Storey County to lease a portion of certain County property located at 1705 Peru Drive in the Tahoe Reno Industrial Center to State of Nevada Department of Administration Public Works Division Buildings and Grounds (State of Nevada) for the benefit of the Department of Public Safety, Nevada Highway Patrol (Nevada Highway Patrol).

**WHEREAS,** NRS 277.050 authorizes the Board of County Commissioners of Storey County to lease to a department or agency of the State of Nevada any real property belonging to the County.; and,

**WHEREAS,** The land and improvements located at 1705 Peru Avenue is real property owned by Storey County; and,

**WHEREAS;** The State of Nevada desires to lease a portion of 1705 Peru Drive for the benefit of the Nevada Highway Patrol, and,

**WHEREAS,** The County is prepared to lease the property to the State of Nevada.

### **NOW THEREFORE IS IT HEREBY RESOLVED AS FOLLOWS:**

Storey County proposes to lease a portion of the land and improvements located at 1705 Peru Avenue located within the Tahoe-Reno Industrial Center to the State of Nevada for the benefit of the Nevada Highway Patrol for no rent and for a period of five years. The proposed terms of the lease are set out in the attached Exhibit A. A hearing to consider objections to the proposed lease will be held on the 3rd day of October at the hour of 10:30 a.m. at the Storey County Courthouse at 26 South B Street in Virginia City, Nevada. Notice of the adoption of this

Resolution and of the time and date for the public hearing must be published in a newspaper of general circulation published in Storey County at least twice with the second publication occurring no less than 7 days before the hearing.

**ADOPTED** this 5th day of September, 2023

**BOARD OF COUNTY COMMISSIONERS OF STOREY COUNTY**

By: \_\_\_\_\_  
JAY CARMONA, Chairman

ATTEST:

\_\_\_\_\_  
JIM HINDLE Storey County Clerk/Treasurer

NRS 277.050 Sale, exchange or lease of real property by public agency: Conditions; procedure.

1. As used in this section, “public agency” includes, without limitation, the United States or a department or agency of the Federal Government, a county, a public corporation and a public district.

2. Without a vote of the electors of a public agency first being had, the governing body of the agency may:

(a) Sell or exchange to another public agency, the State of Nevada or a department or agency of the State or an Indian tribe; or

(b) Lease to another public agency, the State of Nevada or a department or agency of the State or an Indian tribe, for a term not exceeding 99 years,

and any real property belonging to it.

3. A sale or exchange may be:

(a) Negotiated without advertising for public bids.

(b) Made for cash or property, or for part cash and property, or for part cash and terms of deferred payments secured by mortgage or deed of trust, but the purchasing public agency or entity or exchanging public agencies or entities shall, except as otherwise provided in NRS 277.053, pay or convey property worth an amount at least equal to the current appraised value of the real property being conveyed or exchanged. Money derived from a sale must be used for capital outlay.

4. A lease may be:

(a) Negotiated without advertising for public bids.

(b) Made for such consideration as is authorized by action of the governing body of the lessor public agency.

5. Before ordering the sale, exchange or lease of any such property, the governing body of a public agency shall, in a regular open meeting, by a majority vote of its members, adopt a resolution declaring its intention to sell or exchange it, or a resolution declaring its intention to lease it, as the case may be. The resolution must:

(a) Describe the property proposed to be sold, exchanged or leased in such a manner as to identify it.

(b) Specify the minimum price, consideration or rent and the terms upon which it will be sold, exchanged or leased.

(c) Fix a time not less than 2 weeks thereafter for a public meeting of the governing body, at which objections to the sale, exchange or lease may be made by the electors of the public agency.

6. Notice of the adoption of the resolution and of the time and place of the public meeting must be published in a newspaper of general circulation published in the county in which the public agency or any part thereof is situated. The notice must be published not less than twice, on successive days, the last publication to be not less than 7 days before the date of the public meeting.

7. Any resolution accepting a bid or any other form of acceptance of a bid by another public agency must direct the chair, president or other presiding officer of the governing body of the selling, exchanging or lessor public agency to execute a deed or lease and to deliver it to the purchasing, exchanging or lessee public agency or entity upon the performance and compliance by it of all the terms and conditions of the contract to be performed concurrently with the delivery.



## Board of Storey County Commissioners Agenda Action Report

**Meeting date: 10/3/2023 10:00 AM -  
BOCC Meeting**

**Estimate of Time Required: 10 min.**

**Agenda Item Type: Discussion/Possible Action**

- **Title:** To approve a lease of a portion of the County complex located at 1705 Peru Drive in the TRI Center for the benefit and use of the Nevada Highway Patrol. The lease is proposed for an initial term of five years with no rental charge.
- **Recommended motion:** I, commissioner \_\_\_\_\_, move to approve the lease of a portion of the County complex located at 1705 Peru Drive in the TRI Center for the benefit and use of the Nevada Highway Patrol for an initial term of five years and for no rental charge.
- **Prepared by:** KEITH LOOMIS

**Department:**

**Contact Number:** 7758470964

- **Staff Summary:** Pursuant to NRS 277.050 Storey County may lease property it owns to another public agency without advertising for public bids and for such consideration as is authorized by the Board of County Commissioners (Board). Before doing so, the Board must adopt a resolution declaring its intention to lease the property, describing the property, the intended rental amount and fix a time within two weeks thereafter at which a public hearing may be held on the proposed lease. Notice of the adoption of the resolution and of the date of the public hearing must be published at least twice. In this case, the Board adopted Resolution 23-704 declaring its intention to lease a portion of its property at the County complex at 1705 Peru Drive in the TRI Center for the benefit of the Nevada Highway Patrol for an initial period of five years without a rental charge and set the date of the public hearing for 10:30 A.M. on October 3, 2023. The notice of the adoption and of the date and time of the public hearing have been published at least twice. The public hearing has been held. The lease is now up for approval or disapproval by the Board.
- **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: 10/3/2023 10:00 AM -  
BOCC Meeting

Estimate of Time Required: 1

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and possible approval of the DOWL County GIS Contract renewal.
- **Recommended motion:** Approval.
- **Prepared by:** Jana Seddon

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

- **Staff Summary:** This contract is the yearly contract for all departments that use DOWL for GIS.
- **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





DOWL Project No.: 7363.30004

## **TASK ORDER**

Task Order No.: 56

Issued under the authority of Professional Services Master Task Order Agreement

dated: March 15, 2023

Task Order Title: FY 24 GIS Services

Effective Date: July 1, 2023

This Task Order is issued under the provisions of the above Professional Services Master Task Order Agreement dated March 15, 2023 between Storey County (CLIENT) and **DOWL (DOWL)**.

The following representatives have been designated for the work performed under this Task Order:

CLIENT: \_\_\_\_\_

DOWL: Luke Tipton

### **SCOPE OF WORK:**

See Exhibit A – DOWL’s Services for Task Order

### **COMPENSATION:**

See Exhibit B – DOWL’s Compensation for Task Order

DOWL shall be reimbursed on a Time & Materials basis. DOWL shall invoice no more often than monthly for services provided in the prior month.

The provisions of the Professional Services Master Task Order Agreement and any Special Terms and Conditions and/or Exhibits or Attachments to this Task Order shall govern the Work.

**IN WITNESS WHEREOF:** Persons authorized to commit the resources of the Parties have executed this Task Order and this Task Order may be signed in any number of counterparts, each of which is an original, and all of which taken together constitute one single document:

### **Storey County**

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

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

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

### **DOWL**

By: 

Title: Water & Wastewater Business Leader

Date: July 11, 2023

Fed. ID. No. 92-0166301



## **Exhibit A – DOWL’s Services for Task Order**

**Task Order No.:** 56

**Task Order Title:** FY 24 GIS

**Services**

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**Issued under the authority of Professional Services Master Task Order Agreement**

**Number:** 7363.30004

### **Task 1: Project Management**

#### **Objective**

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

#### **Approach**

DOWL will routinely review project progress and communicate project status on a regular basis. Communication will be through email and telephone or with occasional project coordination meetings with the County. This task will include the following activities:

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

#### **Deliverables**

The following will be delivered under this task:

- Monthly status reports, as required.

#### **Assumptions**

The following assumptions apply:

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

### **Task 2: Transition to ArcGIS Online (AGOL) from DOWL’s Enterprise**

#### **Objective**

Work performed to transition Storey County, NV from DOWL’s Enterprise GIS to their own ArcGIS Online (AGOL). The work costs to perform this transition will not exceed \$3,200. The finished product will allow County staff to interact with the GIS through a web browser on either desktop or mobile devices. It will additionally allow third party vendors access to the GIS.

#### **Approach**

This task will include the following activities:

- Work performed by DOWL to transfer the County’s GIS from DOWL’s Enterprise to their own AGOL. The cost of this work will not exceed \$3,200. It will include the data transfer, creation and publishing of any web maps, and creation of any web applications.
- Support for any third-party web map service consumption (i.e. Eagleview’s Pictometry)
- All named user accounts will be purchased from ESRI as part of your AGOL contract. County currently uses six (6) Viewer named user accounts. One (1) Creator named user account will be



provided by the County for DOWL's use. This account will allow DOWL the ability to create, publish, and maintain the County's AGOL.

- Public and/or private web maps and apps will be developed and customized on the County's direction or preference.

#### ***Deliverables***

The following deliverables will be submitted under this task:

- A County ArcGIS Online (AGOL) with access for all user accounts associated with the organization.

#### ***Assumptions***

The following assumptions apply:

- The ArcGIS Online (AGOL) and all named user accounts will be purchased by the County from ESRI.
- The County will provide a Creator named user account for DOWL's use
- Internet access, not provided under this scope of work, will be required to access the web viewer.

### **Task 3: Assessor's Office**

#### ***Objective***

To provide professional GIS services to the Assessor's office.

#### ***Approach***

This task will include the following activities:

- Monthly parcel change updates to the GIS land database.
- Monthly updates to Pictometry.
- Update Map Book 5 as needed.
- Complete Assessor Map Book 3 in digital format.
- Revise Map Books per Assessor direction.

#### ***Deliverables***

The following deliverables will be submitted under this task:

- Monthly updates to the County's Pictometry web viewer.
- Monthly updates to the County's WebGIS viewer.

#### ***Assumptions***

The following assumptions apply:

- GIS updates to any software platform maintained by others will not require any additional licensing from ESRI or cloud-based services not currently being provided by DOWL.
- Map books will be revised according to redlines provided by the Assessor's Office.
- Storey County Assessor approval is required for any services totaling more than \$6,000 per month or to re-commence work on new Assessor books.

### **Task 4: Emergency Management/Response**

#### ***Objective***

To provide professional GIS services related to Emergency Management/Response services.

#### ***Approach***

This task will include the following activities:

- Meet with the Director of Emergency Management to develop list of needs.
- Improvements and updates to the e911 GIS.



- Incident mapping for future use and analysis.
- WebGIS viewer training and updates for Emergency Services personnel.

#### ***Deliverables***

The following deliverables will be submitted under this task:

- Additional maps and exhibits (as requested).
- Monthly updates to the County's WebGIS viewer.

#### ***Assumptions***

The following assumptions apply:

- DOWL will complete the items listed above prior to the end of the fiscal year unless budget conditions do not allow for services to be completed or in response to specific direction from the County.

### **Task 5: Public Works**

#### ***Objective***

To provide professional GIS services for the Public Works Department.

#### ***Approach***

This task will include the following activities:

- Update utility and roadway GIS, as requested.
- Provide updated utility map books.
- Provide WebGIS viewer training and technical support, as requested.

#### ***Deliverables***

The following deliverables will be submitted under this task:

- Map books.
- Monthly updates to the County's WebGIS viewer.

#### ***Assumptions***

The following assumptions apply:

- DOWL will complete the items listed above prior to the end of the fiscal year unless budget conditions do not allow for services to be completed or in response to specific direction from the County.

### **Task 6: Planning**

#### ***Objective***

To provide professional GIS services for the Planning Department.

#### ***Approach***

This task will include the following activities:

- Update County GIS with new zoning and land use codes as requested.
- Maintain the DVADMP layers for use by the County as requested.
- Keep FEMA flood zone layer data current as requested.
- Maintain the WebGIS viewer with the most recent BLM PLSS data as requested.
- Update and maintain the Planning Department app on the WebGIS viewer as requested.
- Provide WebGIS training and technical support, as requested.

#### ***Deliverables***

The following deliverables will be submitted under this task:



- Maps and exhibits, as requested.
- Monthly updates to the County's WebGIS viewer.

### **Assumptions**

The following assumptions apply:

- DOWL will complete the items listed above prior to the end of the fiscal year unless budget conditions do not allow for services to be completed or in response to specific direction from the County.

## **Task 7: Community Development**

### **Objective**

To provide professional GIS services for the Community Development Department.

### **Approach**

This task will include the following activities:

- Develop a GIS for development areas: Planned, Existing, and Expired.
- Provide WebGIS training and technical support, as requested.

### **Deliverables**

The following deliverables will be submitted under this task:

- Maps and exhibits, as requested.
- Monthly updates to the County's WebGIS viewer.

### **Assumptions**

The following assumptions apply:

- DOWL will complete the items listed above prior to the end of the fiscal year unless budget conditions do not allow for services to be completed or in response to specific direction from the County.

## **Task 8: Communications**

### **Objective**

To provide professional GIS services for Communications.

### **Approach**

This task will include the following activities:

- Continue to work with the County to enable the e911 dispatch system to consume the updated address information in the GIS.
- Update County street centerline data with address range information as requested.
- Continue to update and maintain point address information for geocoder.
- Develop business model for routine dispatch update procedures.
- Provide WebGIS training and technical support, as requested.

### **Deliverables**

The following deliverables will be submitted under this task:

- Maps and exhibits, as requested.
- Monthly updates to the County's GIS.
- Monthly updates to the County's WebGIS viewer.

### **Assumptions**

The following assumptions apply:



- DOWL will complete the items listed above prior to the end of the fiscal year unless budget conditions do not allow for services to be completed or in response to specific direction from the County.

### **Task 9: Recorder**

#### **Objective**

To input and attribute all patented and un-patented mining claims within Storey County into the existing Storey County's GIS.

#### **Approach**

This task will include the following activities:

- Receive all existing CAD data from county containing the county's mining claims
- Convert existing CAD data into GIS and attribute information with claim unique identifier.
- Use existing data tables provided by county to join claim attributes to the polygon GIS claim
- Perform quality control checks to ensure all claims from the data tables have been create in the GIS

#### **Deliverables**

- GIS feature class within the existing Storey County's GIS
- Updated GIS web application

#### **Assumptions**

The following assumptions apply:

- Storey County will provide all the CAD mapping data of existing mining claims
- Storey County will provide all mining claim data tables that will be used within the GIS

### **Task 10: Owner Directed Services/Special Projects**

#### **Objective**

Similar to previous fiscal year SOW's, this task can be used for special figures required for reports, department support, GIS data requests, or any other unforeseen projects that may require work in addition to the tasks presented previously.

#### **Approach**

This task will include the following activities:

- GIS Services, as requested
- If possible, projects or services will be performed within the budget allotted for the department which is requesting the work or will be incorporated into the next fiscal year annual contract base budget.

#### **Deliverables**

There are no formal deliverables associated with this task.

#### **Assumptions**

The following assumptions apply:

- Work will not be performed as part of this task without the written direction of Austin Osborne or Jana Seddon.

### **Task 11: On-Call Services**

This task includes all on-call or emergency services which could be requested following a natural disaster such as a wildfire, flood or earthquake. These services have the potential to be requested when the County



needs immediate assistance in spatially depicting areas or properties which have been impacted by the emergency event. Approval to commence work on this task shall only come from Austin Osborne and the terms of compensation for these services shall be negotiated between Storey County and DOWL after the immediacy of the event has passed. For example, the individual task budgets presented below may be re-allocated so that resources become available for the on-call services or DOWL's billing periods and standard rates may be revised to meet the needs of the County.

***Objective***

Provide on-call or emergency services which could be requested following a natural disaster such as a wildfire, flood or earthquake. These services have the potential to be requested when the County needs immediate assistance in spatially depicting areas or properties which have been impacted by the emergency event.

***Approach***

This task will include the following activities:

- Approval to commence work on this task shall only come from Austin Osborne and the terms of compensation for these services may be negotiated between Storey County and DOWL after the immediacy of the event has passed.

***Deliverables***

There are no formal deliverables associated with this task.

***Assumptions***

The following assumptions apply:

- Work will not be performed as part of this task without the written direction of Austin Osborne.



## **Exhibit B – DOWL’s Compensation for Task Order**

**Task Order No.:** 56

**Task Order Title:** FY 24 GIS Services

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**Issued under the authority of Professional Services Master Task Order Agreement**

**Number:** 7363.30004

Task 1	Project Management	\$3,000
Task 2	DOWL Enterprise to AGOL Transition	\$3,200
Task 3	Assessor’s Office	\$37,200
Task 4	Emergency Management / Response	\$5,000
Task 5	Public Works	\$5,000
Task 6	Planning	\$5,000
Task 7	Community Development	\$5,000
Task 8	Communications	\$5,000
Task 9	Recorder	\$5,000
Task 10	General Services / Special Projects	\$6,600
Task 11	On-Call Services	Time and Expense
	<b>TOTAL:</b>	<b>\$80,000</b>





## NEVADA FEE SCHEDULE

### Personnel Billing Rates

Personnel are identified on our invoices by name and/or labor category.

Description	Rate	Description	Rate
Accounting Manager	\$180.00	Engineer IX	\$245.00
Accounting Technician	\$115.00	Engineer X	\$260.00
Administrative Assistant	\$90.00	Engineering Technician I	\$95.00
Administrative Manager	\$120.00	Engineering Technician II	\$110.00
Biologist I	\$125.00	Engineering Technician III	\$120.00
Biologist II	\$135.00	Engineering Technician IV	\$135.00
Biologist III	\$145.00	Engineering Technician V	\$150.00
Biologist IV	\$155.00	Engineering Technician VI	\$170.00
Biologist V	\$200.00	Environmental Specialist I	\$115.00
CAD Drafter I	\$100.00	Environmental Specialist II	\$130.00
CAD Drafter II	\$115.00	Environmental Specialist III	\$135.00
CAD Drafter III	\$125.00	Environmental Specialist IV	\$145.00
CAD Drafter IV	\$135.00	Environmental Specialist V	\$150.00
CAD Drafter V	\$145.00	Environmental Specialist VI	\$185.00
Senior CAD Drafter	\$165.00	Environmental Specialist VII	\$205.00
Civil and Transportation Designer	\$130.00	Environmental Specialist VIII	\$220.00
Senior Civil and Transportation Designer	\$165.00	Environmental Specialist IX	\$240.00
Contract Administrator I	\$155.00	Environmental Specialist X	\$260.00
Contract Administrator II	\$180.00	Field Project Representative I	\$125.00
Corporate Development Manager	\$225.00	Field Project Representative II	\$140.00
Cultural Resources Specialist I	\$115.00	Field Project Representative III	\$150.00
Cultural Resources Specialist II	\$135.00	Field Project Representative IV	\$165.00
Cultural Resources Specialist III	\$140.00	Geologist I	\$130.00
Cultural Resources Specialist IV	\$175.00	Geologist II	\$140.00
Cultural Resources Specialist V	\$190.00	Geologist III	\$150.00
Document Production Supervisor	\$145.00	Geologist IV	\$170.00
Engineer I	\$125.00	Geologist V	\$200.00
Engineer II	\$135.00	GIS Technician	\$100.00
Engineer III	\$150.00	GIS Specialist	\$120.00
Engineer IV	\$170.00	GIS Coordinator	\$170.00
Engineer V	\$190.00	GIS Manager	\$175.00
Engineer VI	\$200.00	Graphics Designer	\$125.00
Engineer VII	\$210.00	Senior Graphics Designer	\$160.00
Engineer VIII	\$220.00	Hydrogeologist I	\$135.00



Description	Rate	Description	Rate
Hydrogeologist II	\$160.00	Professional Land Surveyor V	\$155.00
Hydrogeologist III	\$190.00	Professional Land Surveyor VI	\$160.00
Senior Hydrogeologist	\$220.00	Professional Land Surveyor VII	\$170.00
Intern I	\$80.00	Professional Land Surveyor VIII	\$180.00
Intern II	\$100.00	Professional Land Surveyor IX	\$205.00
Laboratory Supervisor	\$100.00	Professional Land Surveyor X	\$215.00
Laboratory Manager	\$120.00	Professional Land Surveyor XI	\$240.00
Landscape Architect I	\$125.00	Project Assistant I	\$110.00
Landscape Architect II	\$140.00	Project Assistant II	\$125.00
Landscape Architect III	\$155.00	Project Administrator	\$130.00
Landscape Architect IV	\$170.00	Project Controller	\$160.00
Landscape Architect V	\$185.00	Senior Project Controller	\$180.00
Landscape Architect VI	\$195.00	Project Manager I	\$155.00
Landscape Architect VII	\$205.00	Project Manager II	\$170.00
Landscape Designer I	\$90.00	Project Manager III	\$185.00
Landscape Designer II	\$110.00	Project Manager IV	\$200.00
Marketing Assistant	\$100.00	Project Manager V	\$215.00
Marketing Coordinator	\$130.00	Project Manager VI	\$230.00
Marketing & Administrative Manager	\$220.00	Project Manager VII	\$245.00
Materials Technician	\$90.00	Proposal Manager	\$135.00
Materials Technician II	\$100.00	Senior Proposal Manager	\$205.00
Lead Materials Technician	\$110.00	Public Involvement Assistant	\$110.00
Senior Materials Technician	\$120.00	Public Involvement Planner	\$130.00
Materials Manager	\$125.00	Public Involvement Coordinator	\$150.00
Planner I	\$115.00	Public Involvement Program Manager	\$195.00
Planner II	\$140.00	Real Estate Services Manager	\$175.00
Planner III	\$155.00	Right of Way Assistant	\$110.00
Planner IV	\$170.00	Right of Way Agent I	\$120.00
Planner V	\$185.00	Right of Way Agent II	\$135.00
Planner VI	\$195.00	Right of Way Agent III	\$150.00
Planner VII	\$205.00	Right of Way Agent IV	\$165.00
Planner VIII	\$220.00	Right of Way Agent V	\$180.00
Planner IX	\$235.00	Right of Way Agent VI	\$210.00
Planner X	\$275.00	Risk Manager	\$195.00
Planning Technician	\$105.00	Senior Manager I	\$235.00
Professional Land Surveyor I	\$115.00	Senior Manager II	\$255.00
Professional Land Surveyor II	\$125.00	Senior Manager III	\$265.00
Professional Land Surveyor III	\$135.00	Senior Manager IV	\$300.00
Professional Land Surveyor IV	\$145.00	Senior Manager V	\$310.00



Description	Rate	Description	Rate
Senior Manager VI	\$330.00	Systems Administrator	\$150.00
Survey Technician I	\$85.00	Technical Coordinator	\$175.00
Survey Technician II	\$90.00	Utility Operator	\$140.00
Survey Technician III	\$95.00	Water Resource Specialist	\$190.00
Survey Technician IV	\$110.00	Water Rights Specialist I	\$145.00
Survey Technician V	\$115.00	Water Rights Specialist II	\$165.00
Survey Technician VI	\$125.00	Water Rights Specialist III	\$200.00
Survey Technician VII	\$140.00	Water Rights Technician I	\$100.00
Survey Technician VIII	\$155.00	Water Rights Technician II	\$110.00
Survey Technician IX	\$165.00	Water Rights Technician III	\$120.00
Survey Technician-Supervisor	\$150.00		

#### Survey Crews

One-Person Survey Crew	=	\$155.00 / hour
One-Person Survey Crew GPS/Robotics	=	\$175.00 / hour
Two-Person Survey Crew	=	\$220.00 / hour
Two-Person Survey Crew (PLS + LSIT)	=	\$255.00 / hour
Two-Person Survey Crew GPS/Robotics	=	\$230.00 / hour
Three-Person Survey Crew	=	\$305.00 / hour

#### Travel, Mileage, and Miscellaneous

Lodging	=	Cost per night
Airfare	=	Cost
Vehicle Usage – Passenger Cars	=	\$1.05/mile
Vehicle Usage – Trucks & SUV's	=	\$1.25/mile
Printing/Supplies/Phone/Fax/Postage	=	Note 3
In-House Usage Charges	=	Note 4

#### Per Diem

Unless otherwise specified contractually, per diem will be billed when travel is more than 50 miles from the office during a meal allowance period of three or more consecutive hours or involves an overnight stay. The three meal allowance periods are breakfast (midnight to 10 am), lunch (10 am – 3 pm) and dinner (3 pm to midnight).

	Breakfast	Lunch	Dinner	Incidentals	1 <sup>st</sup> and Last Day	DOD Per Diem Rate
<b>Elko</b>	\$13.00	\$15.00	\$26.00	\$5.00	\$44.25	<b>\$59.00</b>
<b>Reno</b>	\$16.00	\$17.00	\$31.00	\$5.00	\$51.75	<b>\$69.00</b>

For all other cities not listed above and meal breakdown, use the following link: <https://www.gsa.gov/travel/plan-book/per-diem-rates>

**Notes**

1. DOWL's Professional Services Fee Schedule is subject to adjustment each year or at the end of a contract period, whichever is appropriate. Should adjustments be anticipated or required, such adjustments will not affect existing contracts without prior agreement between Client and DOWL.
2. Straight-time rates are given. Multiply by 1.5 for overtime rates. Overtime rates will be applied at the rate prescribed by applicable state law.
3. Direct reimbursable expenses such as travel, freight, subcontractors, and request beyond those requests considered reasonable by the Project Manager for phone/fax/postage, office supplies, reproduction and photography, and laboratory analysis will be billed at cost plus the negotiated markup.
4. In-house equipment usage charges or specialized software/equipment that are not separately stated on the fee schedule will be negotiated at rates deemed fair and reasonable.
5. Late charges will be assessed on the unpaid balance of all accounts not paid within 30 days of the billing date, at a rate of 1.0 percent per month (12% per year).



## Board of Storey County Commissioners

### Agenda Action Report

**Meeting date: 10/3/2023 10:00 AM -  
BOCC Meeting**

**Estimate of Time Required: 10 mins**

**Agenda Item Type: Discussion/Possible Action**

- **Title:** Consideration and possible approval for the Storey County Sheriff's Office to receive \$42,000 in grant funding from the State of Nevada Department of Public Safety's Office of Criminal Justice Assistance COVID Emergency Supplemental Funding Program (CESF), for the purchase of (4) virtual remote communications systems, and (1) Thermal scanner/metal detector.
- **Recommended motion:** I (Insert name), authorize the Storey County Sheriff's Office County to receive \$42,000 in grant funding from the State of Nevada Department of Public Safety's Office of Criminal Justice Assistance COVID Emergency Supplemental Funding Program (CESF), for the purchase of (4) virtual remote communications systems, and (1) Thermal scanner/metal detector.
- **Prepared by:** B Gavenda

**Department:**

**Contact Number:** 7758470959

- **Staff Summary:** The Storey County Sheriff's Office has been awarded \$42,000 in grant funds for the purchase of (4) virtual communications (zoom) systems, and for the purchase of a thermal scanner metal detector to be placed at the Justice Court. These funds have been awarded from the US Department of Justice, Department of Public Safety Office of Criminal Justice Assistance as part of the COVID Emergency Supplemental Funding Program.
- 
- These virtual communications systems will allow inmates currently housed in the Storey County Jail to attend virtual hearings without leaving the facility. This will reduce the need for staffing, to transport inmates outside of the secured facility for minor hearings. The second system will be placed in the Tahoe Reno Industrial Center Sheriff's Substation to be used by staff for virtual communications (Zoom) training and/or meetings. The third system will be placed at the Storey County Sheriff's main office also to be used by staff for virtual communications (zoom) training and/or meetings. The fourth and final unit will be placed at the Sheriff's Lockwood Substation.
- 
- These systems will allow us to host or participate in virtual meetings at several locations around Storey County. These systems will also allow us to minimize room crowding, by separating staff or the public into smaller more spread-out groups which should reduce the chances of transmitting illnesses such as colds, seasonal flu, COVID-19, and variants.

- 
- The thermal scanner/metal detector will be positioned at the Justice Court. This scanner is purpose built to detect the body temperature of and metal on anyone who walks through it. This will allow the Court Bailiff to immediately recognize that a subject has an elevated temperature, notify them of such, and arrange for their court to be rescheduled to avoid unnecessary exposure. The metal detector portion will work the same as a standard walkthrough metal detector.
- 
- It is important to note that this is a reimbursement grant which requires that purchase orders be submitted to the approved vendors by the County prior to reimbursement. The Department of Public Safety has indicated that reimbursement is paid out to the county typically within (5) days of purchase order submittal.
- 
- The Sheriff's Office has reviewed the unbudgeted cost with the Comptroller, and she has indicated that the funds are available, and this should not create an issue.
- 
- Please see the attached documents related to equipment costs, descriptions, and vendors.

- **Supporting Materials:** See attached

- **Fiscal Impact:** Fiscal impact is \$42,000 that will be reimbursed by the State.

- **Legal review required:** False

- **Reviewed by:**

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

**Department Name:**

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

**Other Agency Review:** \_\_\_\_\_

- **Board Action:**

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



Nevada Department of  
**Public Safety**  
Office of Criminal Justice Assistance

## **COVID Emergency Supplemental Funding Program (CESF)**

**CFDA #16.034**

### **Subgrant Application**



**Nevada Department of Public Safety  
Office of Criminal Justice Administration**

# COVID Emergency Supplemental Funding Program (CESF)

## Subgrant Application Cover Page

### Submittal Instructions

Please Note: This application is intended to be submitted electronically. Original signatures, if required, will be obtained later if an award is made. Attachments listed on the checklist should be scanned and submitted with the application. All application documents should be submitted electronically.

The Nevada Department of Public Safety will determine priorities. Approval or disapproval of your submission is solely at the discretion of the Office of Criminal Justice Assistance.

<b>Project Title</b>	COVID-19 Virtual Remote Communication and Temperature Scanner				
<b>Organization Name</b>	Storey County Sheriff's Office				
<b>Grant Funds requested</b>	\$42,000.00	<b>UEI #</b>	RHLDVY787AB5	<b>Federal Tax ID #:</b>	88-60000134
<b>Agency Official</b>	Michael S. Cullen			<b>Title</b>	Sheriff
<b>Address</b>	205 South C Street			<b>City/ 9-digit Zip</b>	Virginia City, NV 89440
<b>Phone</b>	775-847-0959	<b>Email</b>	sglowniak@storeycounty.org		
<b>Project Director</b>	Eric Kern			<b>Title</b>	Assistant Sheriff
<b>Address</b>	205 South C Street			<b>City/ 9-digit Zip</b>	Virginia City, NV 89440
<b>Phone</b>	775-847-0959	<b>Email</b>	ekern@storeycounty.org		
<b>Financial Officer</b>	Jennifer McCain			<b>Title</b>	Comptroller
<b>Address</b>	10 South B Street, PO Box 432			<b>City/ 9-digit Zip</b>	Virginia City, NV 89440
<b>Phone</b>	775-847-1133	<b>Email</b>	jmccain@storeycounty.org		
<b>Grant Manager:</b> Stan Glowniak, Corporal <b>Phone:</b> 775-847-0959 <b>Email:</b> sglowniak@storeycounty.org					
SAM Expiration: <u>12/27/2023</u> ATTACH A COPY OF YOUR AGENCY'S SAM REGISTRATION					
<p><b>CESF Funding from US Department of Justice (DOJ):</b> Some agencies are eligible to receive CESF funding directly from DOJ or other sources.</p> <p>Please indicate if your agency applied for other COVID Federal funding for the same type of project.</p>					
<b>Funding source</b>	n/a			<b>Amount requested:</b>	
<b>Funding source</b>				<b>Amount requested:</b>	



**Your application should include: WHO – WHAT – WHEN – WHERE - WHY**

**Information about the Organization (Name & Function):**

The Storey County Sheriff's Office operates in a 264 square mile rural county with a population of approximately 4,100. It borders Washoe County to the north and west, Lyon County to the south and east, and meets Carson City at the southwest point. It also shares a small border with Pyramid Lake Paiute Indian Reservation to the northeast along a portion of Tribal Land which extends into the County. Storey County is comprised of five regions: Comstock (Virginia City and Gold Hill), Virginia City Highlands (Highlands), Mark Twain, River District, and McCarran industrial area (location of Tahoe-Reno Industrial Center). These regions are significantly distanced, separated by mountainous geography that restricts transportation with elevations ranging from about 4,000 to 7,900 feet. Travel between the north and south requires driving through neighboring Lyon or Washoe counties along major highways of State Routes 341, 342, or 439 which are two-lane roads, or Interstate 80, and can take an hour or longer. Mining operations are active throughout the County for materials such as gold, silver, and aggregates. Despite the County's small size, it boasts one of the fastest growing economies, primarily due to TRI. As of December 2022, the U.S. Bureau of Labor Statistics reported 240 establishments in Storey County employed 19,646 people with an average weekly wage of \$1,557.

The northern sector of the County is referred to as the River District, situated along Interstate 80 and the Truckee River which serves as the County's northern border. The River District is home to residential communities including Lockwood, Rainbow Bend, Painted Rock, and industrial areas of McCarran (TRI) as well as portions of Lockwood and Mustang. The Tahoe-Reno Industrial Center (TRI) accounts for nearly 107,000 acres. It is the third largest industrial park in the world, and the largest in the United States. TRI is rapidly expanding, housing over 120 companies including Tesla, Google, Switch, Walmart Distribution Center, Panasonic Energy, Chewy.com, Mars Petcare, etc. that provide employment to over 20,000 people, most of whom reside in surrounding counties and commute to and from Storey County each day.

The southern sector consists of three distinctly separate areas: Comstock, Virginia City Highlands, and Mark Twain. The Comstock includes populated, historic Virginia City, Gold Hill, and American Flat. Virginia City and nearby Gold Hill are mixed-use communities, primarily residential with a variety of businesses, mainly geared toward tourism and hospitality. The area's historic structures and sights attract a high volume of travelers from around the globe. Virginia City is also the County seat and home to many local government offices. American Flat is a largely undeveloped area in the valley southwest of Virginia City. Mining operations have been the predominant use of American Flat both current and historic, aside from its sparse, remote dwellings. The Virginia City Highlands is a vast rural residential community of one, ten, and 40-acre estates north of Virginia City. Mark Twain is a residential community of one to five-acre parcels east of Virginia City, adjacent to the town of Dayton which is in Lyon County.

Storey County Sheriff's Office (SCSO) is responsible for law enforcement, coroner, and bailiff duties throughout the County. SCSO currently has 33 active employees distributed across the patrol division, detention center, command and supervisory staff, and office administration. SCSO operates out of four locations: the main Sheriff's Office in Virginia City, Storey County Detention Center (SCDC) in Virginia City (not collocated), and River District substations in Lockwood and TRI.

The Virginia Township Justice Court has five active employees, including the Justice of the Peace. Judge Herrington presides solely over all justice court cases: civil, criminal, landlord-tenant, misdemeanor, small claims, traffic, protective orders, etc. SCSO performs bailiff duties for the Court.

**Problem Statement relative to COVID-19:**

The coronavirus pandemic introduced many challenges for criminal justice in Storey County. Law enforcement was required to continue providing essential public service while combatting the risks associated with the spread of the virus. SCSO is a relatively small agency tasked with ensuring adequate coverage for multiple geographically distanced parts of the County, including the influx of businesses and individuals at TRI. This creates a high demand for a law enforcement agency. As such, many members of the community and workforce, including SCSO, were greatly impacted by the spread of virus, even with many precautions and directives in place. As law enforcement continued to serve the public and maintain communication with residents and the vast workforce at TRI, SCSO became consistently short staffed. Officers were frequently quarantined due to COVID-19 exposure or contracting the virus. In performing law enforcement duties, officers would often be in direct contact with outside individuals as well as other officers who'd been exposed to the virus.

Many law enforcement agencies implemented virtual platforms, protective barriers, and available thermal equipment to maintain social distancing protocols and reduce the spread of Covid-19. Such tools have been successful for agencies, enabling virtual training, operational protocols, and meetings between inmates and the court system. Equipment such as office partitions provided social distance, protective barriers to mitigate contact with individuals exposed to or infected with coronavirus and reduced the risk of surface transmission. Thermal temperature scanners with metal detectors allowed bailiffs to detect potentially infected individuals before entering the court and prevented physical pat-downs which reduced virus transmission and promoted social distance.

SCSO does not have conference systems to facilitate business and shift briefings, remote meetings, and training. Employees routinely travel from their assigned duty stations to other meeting and training locations, increasing the risk of exposure and transmission of coronavirus among SCSO staff and the communities they serve. The detention center lacks the ability for inmates to attend virtual court appointments which requires inmate transport to and from the Court, further increasing the potential for spreading the virus and causing detention center outbreaks.

The Justice Court is not equipped with a walk-through thermal temperature scanner with metal detector to identify individuals potentially infected with coronavirus or prevent pat downs which increases the risk to officers performing bailiff duties, court staff, the Judge, and citizens present in the courtroom. It also lacks a conference system for inmate appointments and meetings in a location with adequate security for discussing confidential information and PII.

Officer report stations are close together and lack protective barriers. They are unable to social distance which increases the potential for airborne and surface transmission of the virus.

The County budget has been negatively impacted by the highest tax abatement burden in the State, cost defrayments, revenue deferments, infrastructure and developer reimbursements, and sales tax deficiencies due to shared zip codes. As a result, additional funding for unplanned expenses isn't available to fund these items for SCSO.

**Program Narrative:**

SCSO will purchase four conference systems with Zoom professional licenses for the following locations: Virginia City Sheriff's Office, River District Lockwood substation, Virginia City detention center, and the Virginia Township Justice Courthouse building. County IT will install the systems and Zoom software. The Justice Court will be equipped with a Zorpro walk-through thermal temperature scanner and metal detector. Partitions will be installed at officer report stations in the SCDC squad room, and River District substations in TRI and Lockwood. SCSO will utilize video conference systems to conduct virtual business and shift briefings, meetings, training, and enable inmates and the Justice Court to attend virtual court appointments in accordance with social distancing guidelines to reduce the risk of COVID-19 transmission among staff, the detention center, the Court, and community. Bailiffs will use the Zorpro temperature scanner and metal detector to identify potentially infected individuals before they enter the court and circumvent the need to perform physical pat-downs reducing virus spread and promoting social distance. Partitions at officer report stations will achieve social distance needed to reduce virus exposure and

mitigate the risk of surface transmission. By addressing these concerns, SCSO can minimize coronavirus transmission and outbreaks, reduce staffing shortages, and provide additional safety measures and social distancing standards for staff and the community. This also prepares SCSO and the Virginia Township Justice Court to continue operations in the event of future outbreaks.

### **Goals and Objectives:**

**Goal #1:** Reduce the risk of COVID-19 transmission and enable social distancing by implementing virtual business and shift briefings, meetings, training, and inmate virtual court appointments.

**Objective #1:** Purchase and install video conference systems at four designated locations.

**Objective #2:** Conduct virtual business and shift briefings, meetings, training, and inmate court appointments.

**Goal #2:** Minimize virus spread by promoting social distance and exposure to airborne and surface coronavirus particles with the purchase and installation of officer workspace partitions.

**Objective #1:** Purchase and install workspace partitions at:

- SCDC squad room to separate two deputy workstations.
- TRI substation to separate two deputy workstations and one sergeants' workstation.
- Lockwood substation deputy workstation

**Goal #3:** Mitigate the transmission of coronavirus and promote social distance by providing bailiffs with a walk-through thermal temperature scanner and metal detector at the Virginia Township Justice Court to identify potentially infected individuals and circumvent physical pat-downs.

**Objective #1:** Purchase and install Zorpro 33T Thermal Temperature Scanner with Metal Detector at the Virginia Township Justice court.

**Objective #2:** Bailiffs begin using Zorpro 33T.

### **Abstract:**

The Storey County Sheriff's Office seeks \$42,000 to reduce the spread of Covid-19 with the purchase and installation of four conference systems with all necessary components and Zoom licenses for \$24,000; one Zorpro 33T Thermal Temperature Scanner with Metal Detector for \$9,821 to be installed at the Justice Court; and workspace partitions at three Sheriff's Office locations for \$7,682.

### **Permissible uses of Funds**

Funds awarded under the CESF Program must have a nexus to and be utilized to "prevent, prepare for, and respond to the coronavirus." Allowable projects and purchases include, but are not limited to, overtime, equipment (including law enforcement and medical personal protective equipment), hiring (must substantially work to prevent, prepare or respond to coronavirus), supplies (such as gloves, masks, sanitizer), training, travel expenses (particularly related to the distribution of resources to the most impacted areas), working remotely and addressing the medical needs of inmates in state, local, and tribal prisons, jails, detention centers.

Prohibition of supplanting – Funds may not be used to supplant state or local funds which have been appropriated for the same purpose in your general budget but must be used to increase the amounts of such funds that would, in the absence of federal funds, be made available.

- All subrecipients (including any for-profit organization) must forgo any profit or management fee.
- CESSF funds CANNOT be used to match a FEMA award.
- Spell out acronyms, at least when first used. Eliminate industry jargon when possible.
- Footnote any reference to federal, state or local laws, codes or statutes.
- Use **LOCAL** and county data and statistics.

#### **Unallowable Expenses**

<ul style="list-style-type: none"> <li>• Any expenditure not related to the prevention, preparation or response to coronavirus.</li> <li>• Badges, side arms, identification badges, etc.</li> <li>• Bar charges/alcoholic beverages.</li> <li>• Bonuses, commissions, gifts and incentives.</li> <li>• Bomb pay.</li> <li>• Business cards.</li> <li>• Conference rooms.</li> <li>• Costs incurred before the project start date or after the expiration of the project period.</li> <li>• Entertainment.</li> <li>• Food and beverages.</li> <li>• Expense of organized fund-raising.</li> <li>• Fines and penalties.</li> <li>• Membership Dues and Fees.</li> <li>• Indirect costs unless there is proof of certification by the lead consignant agency.</li> </ul>	<ul style="list-style-type: none"> <li>• Land/building acquisitions.</li> <li>• Late charges</li> <li>• License fees required for position.</li> <li>• Lobbying, political contributions, and legislative liaison activities.</li> <li>• Newspaper subscriptions.</li> <li>• Promotional items.</li> <li>• State and local sales taxes.</li> <li>• Tips on per diem.</li> <li>• Honoraria.</li> <li>• Corporate Formation.</li> <li>• Compensation for Federal Employees.</li> <li>• Passport charges.</li> </ul>
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OCJA Administrative Manual can be viewed or downloaded: <https://ocj.nv.gov/> Contact OCJA at (775) 687-1500 if you have questions.


**Certification by Authorized Official:** The sheriff, police chief, division chief, agency head or other official ultimately responsible for this project/program must sign this document in **BLUE** ink.

As the authorized official for the applying agency, I have read and understand the grant guidance provided with this application, to include specific guidelines, conditions, and other materials provided with this application or solicitation.

- Federal Certified Assurances
- Acknowledgement of Civil Rights Requirements
- Certification of Compliance with Equal Employment Opportunity Plan
- Acknowledgement of Grant Standard Assurances
- Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free workplace requirements.

In submitting this application, the applicant certifies that the proposed project described in this application meets all requirements of the legislation governing the grant as indicated in the attached Certifications; that all the information contained in the application is correct; that this agency agrees to comply with all provisions of the applicable grant program, including the reporting requirements. I understand and agree that any award received as a result of this application is subject to the conditions set forth in the Statement of Grant Award, and the current applicable OCJA Administrative Manual.

To eliminate the possibility of supplanting, my signature also confirms the items requested within this application are not included in the agency's current budget.

Agency Authorized Official	
Name (type/print): <b>ERIC KIERN</b>	Phone: <b>775-847-0959</b>
Title: <b>ASSISTANT SHERIFF</b>	Email: <b>ekern@storeycounty.org</b>
Signature: 	Date Submitted: <b>9/13/23</b>

## FEDERAL CERTIFIED ASSURANCES

### 1. FEDERAL PUBLIC POLICY ASSURANCES.

- The Sub-recipient hereby agrees that it, and all of its contractors, will comply with the applicable provisions of:
  - Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended;
  - The Juvenile Justice and Delinquency Prevention Act and/or the Victims of Crime Act, as appropriate;
  - All other applicable Federal laws, orders, circulars, regulations or guidelines.
- The Sub-recipient agency hereby agrees that it will comply, and all of its contractors will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including:
  - Part 18, Administrative Review Procedure;
  - Part 22, Confidentiality of Identifiable Research and Statistical Information;
  - Part 23, Criminal Intelligence Systems Operating Policies;
  - Part 30, Intergovernmental Review of Department of Justice Programs and Activities;

- v. Part 35, Nondiscrimination on the Basis of Disability in State and Local Government Services;
  - vi. Part, 38, Equal Treatment for Faith Based Organizations;
  - vii. Part 42 Nondiscrimination/Equal Employment Opportunity Policies and Procedure;
  - viii. Part 61 Procedures of Implementing the National Environmental Policy Act;
  - ix. Part 63 Floodplain Management and Wetland Protection Procedures; and,
  - x. Federal Laws or regulations applicable to Federal Assistance Programs.
- c. Sub-recipient agrees to comply with the requirements of 28 CFR Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.
  - d. Sub-recipient agrees to comply with all confidentiality requirements of 42 U. S. C. section 3789g and C. F. R. Part 22 that are applicable to collection, use, and revelation of data or information. Sub-recipient further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 CFR Part 22 and, in particular, section 22.23.

## 2. FINANCIAL & ADMINISTRATIVE MANAGEMENT

- a. Sub-recipient assures that it will comply with appropriate federal cost principles and administrative requirements applicable to grants as follows:
  - i. For state, local or Indian tribal government entities;
    - 1. 2 CFR Part 200 Subparts A through F and all appendices.
  - ii. For non-profit organizations;
    - 1. 2 CFR Part 200 Subparts A through F and all appendices.
  - iii. For colleges and universities;
    - 1. 2 CFR Part 200 Subparts A through F and all appendices.
  - iv. For each agency spending more than \$500,000 per year in federal funds from all sources;
    - 1. 2 CFR Part 200 Subparts A through F and all appendices
- b. Special Provisions and Certified Assurances

## 3. NON-SUPPLANTING OF FUNDS

- a. The Sub-recipient certifies that any required matching funds used to pay the non-federal portion of the cost of this subaward are in addition to funds that would have otherwise been made available for the purposes of this project.
- b. The Sub-recipient certifies that federal funds made available under this grant:
  - i. Will not be used to supplant state or local funds;
  - ii. Where there is a reduced or unchanged local investment, then the Sub-recipient shall give a written explanation demonstrating that the Sub-recipient's reduced or unchanged commitment was necessary even without the availability of the federal financial support under this federal grant program.

For more information, visit the Office of Justice Programs, Office for Civil Rights website at: <http://www.ojp.usdoj.gov/about/offices/ocr.htm>.

## Civil Rights Requirements

The following civil rights requirements apply to all units of local governments, state agencies, for profit and non-profit organizations accepting federal grant funds. Compliance requirements apply to the entire jurisdiction/organization, and not just to the funded activities. In an effort to assist with compliance, OCJA provides a list of the requirements along with their individual references below.

1. Training programs on civil rights compliance.  
<http://www.ojp.usdoj.gov/about/ocr/assistance.htm>.
2. Victims of Crime Act  
<http://www.da.state.nm.us/Victims%20of%20Crime%20Act.pdf>
3. Title VI of the Civil Rights Act of 1964  
<https://www.epa.gov/ocr/facts-title-vi-civil-rights-act-1964>
4. Section 503 of the Rehabilitation Act of 1973  
<https://www.dol.gov/ofccp/regs/compliance/section503.htm>
5. Title II of the Americans with Disabilities Act of 1990
  - a. The Americans with Disabilities Act – [www.ada.gov/pubs/ada.htm](http://www.ada.gov/pubs/ada.htm)
  - b. Title II Highlights – [www.ada.gov/t2hlt95.htm](http://www.ada.gov/t2hlt95.htm)
  - c. Title II Technical Assistance Manual – [www.ada.gov/taman2.html](http://www.ada.gov/taman2.html)
  - d. Commonly Asked Questions ADA and Law Enforcement–  
[www.ada.gov/q&a\\_law.htm](http://www.ada.gov/q&a_law.htm)
  - e. Commonly Asked Questions ADA and Hiring Police Officers -  
[www.ada.gov/copsq7a.htm](http://www.ada.gov/copsq7a.htm)
  - f. Self Evaluation and Transition Plan Worksheets –  
<http://adaptenv.org/index.php?option=Resource&articleid=185&topicid=25>
6. Title IX of the Education Amendments of 1972  
<https://www.dol.gov/oasam/regs/statutes/titleix.htm>
7. Age Discrimination Act of 1975  
[https://www.dol.gov/oasam/regs/statutes/age\\_act.htm](https://www.dol.gov/oasam/regs/statutes/age_act.htm)
8. USDOJ Non-Discrimination Regulations (28 CFR 42, Subparts C, D, E and G)  
[http://www.access.gpo.gov/nara/cfr/waisidx\\_00/28cfr42\\_00.html](http://www.access.gpo.gov/nara/cfr/waisidx_00/28cfr42_00.html)
9. USDO Regulations on Disability Discrimination (28 CFR Part 35)  
[http://www.access.gpo.gov/nara/cfr/waisidx\\_00/28cfr35\\_00.html](http://www.access.gpo.gov/nara/cfr/waisidx_00/28cfr35_00.html)

The authorized representative assures and certifies the applicant organization will implement federal, state, and any local equal opportunity and non-discrimination statutes. The applicant will, without delay, bring any finding of an equal opportunity or non-discrimination violation to the attention of the USDOJ's Office of Civil Rights, <http://www.ojp.usdoj.gov/about/offices/ocr.htm>, and the Nevada Office of Criminal Justice Assistance, <http://ocj.nv.gov>.



## Certification of Compliance with Equal Employment Opportunity Plan

The purpose of an Equal Employment Opportunity Plan (EEOP) is to insure full and equal participation of men and women in the workforce regardless of race or national origin. Federal regulations require recipients of financial assistance of the Office of Justice Programs (OJP) to prepare, maintain on file, submit for review, and implement an EEOP in accordance with 28CFR 42.301-308. The regulations exempt some recipients from all of the EEOP requirements. Other recipients, must prepare, maintain on file and implement an EEOP, but they do not need to submit the EEOP for review. Recipients must certify that they comply with, or are not covered by EEOP regulations. It is the responsibility of the Nevada Office of Criminal Justice Assistance to monitor compliance of these requirements by the recipients.

Recipients must prepare, implement, and maintain an EEOP related to employment practices affecting minority persons and women if all of the following are true;

1. Have 50 or more employees; **and**
2. Received \$25,000 or more in Federal grant funds, **and**
3. Have a service population with a minority representation of 3 percent or more (if less than 3 percent minority representation in service population, an EEOP must still be prepared, but related to employment practices affecting women only).

If a recipient meets criteria 1 and 3 and received a single award of \$500,000 (or \$1 million within an 18-month period) an EEOP must be filed with the Office for Civil Rights, Office of Justice Programs for review.

*Please check only the **one** box that applies to the appropriate certification for the receiving agency over the performance period of this specific award (CERTIFICATION A, B, C1, or C2).*

- ☒ **CERTIFICATION A: NO EEOP IS REQUIRED if (1), (2) or (3) below apply.** Check (1), (2) and/or (3) as applicable to your entity. More than one may apply.

This funded entity has not been awarded more than \$1 million cumulatively from *all* programs administered by the U.S. Department of Justice, including this grant from the Office of Criminal Justice Assistance, over the period of time that includes the above program period and

- ☐ (1) is an education, medical or non-profit organization institution or an Indian tribe; and/or
- ☒ (2) has less than 50 employees; and/or
- ☐ (3) was awarded less than \$25,000 in Federal U.S. Department of Justice funds through the grant referenced above

Therefore, I hereby certify that this funded entity is not required to maintain an EEOP, pursuant to 28 CFR 42.301, et seq.

- ☐ **CERTIFICATION B: EEOP MUST BE ON FILE**

This funded entity, a for-profit entity or a state or local government having 50 or more employees, was awarded more than \$25,000, but less than \$500,000 in federal U.S. Department of Justice funds through the grant referenced above. Also, it has not been awarded more than \$1 million cumulatively from all programs administered by the U.S. Department of Justice, including the grant referenced above, over a period of time that includes the above program period.

Therefore, I hereby certify that the funded entity has formulated an Equal Employment Opportunity Plan in accordance with 28 CFR 42.301 et seq., Subpart E, that it has been signed into effect by the proper authority and disseminated to all employees, and that it is on file for review or audit by officials of the Office of Criminal Justice Assistance or the Office for Civil Rights, Office of Justice Programs as required by relevant laws and regulations.



☐ **CERTIFICATION C1: EEOP MUST BE SUBMITTED**

This funded entity, a for-profit entity or state or local government having 50 or more employees, was awarded more than \$500,000 in Federal U.S. Department of Justice funds through the grant referenced above, but it has not been awarded more than \$1 million cumulatively from *all* programs administered by the U.S. Department of Justice, including this grant from the Nevada Office of Criminal Justice Assistance over a period of time that includes the above program period.

Therefore, I hereby certify that the funded entity will submit, within 60 days of receipt of award, an EEOP or an EEOP Short Form that will include a section specifically analyzing the grantee agency

☐ **CERTIFICATION C2: EEOP MUST BE SUBMITTED**

This funded entity, having 50 or more employees, was awarded more than \$1 million cumulatively from *all* programs administered by the U.S. Department of Justice, including this grant from the Nevada Office of Criminal Justice Assistance, over the period that includes the above grant duration period.

Therefore, I hereby certify that the funded entity will submit within 60 days of receipt of award, an EEOP or an EEOP Short Form that will include a section specifically analyzing the grantee agency. If you have already submitted an EEOP applicable to this time period, send a copy of the letter received from the Office for Civil Rights showing that your EEOP is acceptable.

**AUTHORIZED OFFICIAL'S CERTIFICATION:**

- This agency will maintain and submit, when required, data to ensure our services are delivered in an equitable manner to all segments of the service population and our employment practices comply with Equal Opportunity requirements 28CFR 42.207 and 42.301 et seq.
- That the person in this entity who is responsible for reporting civil rights findings of discrimination will submit a finding to the Office of Criminal Justice Assistance within 45 days of the finding, and/or if the finding occurred prior to the beginning date of the grant award, within 60 days of receipt of award. A copy of this Certification will be provided to the person responsible for reporting civil rights findings of discrimination.

For more information regarding EEOP requirements, please access the Office for Justice Programs, Office for Civil Rights web page at: <https://ojp.gov/about/offices/ocr.htm>

## **STANDARD ASSURANCES**

The Applicant hereby assures and certifies compliance with all applicable federal statutes, regulations, policies, guidelines, and requirements, including 2 CFR 200, Executive Order 12372 (intergovernmental review of federal programs); and 28 CFR parts 66 to 70 (administrative requirements for grants and cooperative agreements). The applicant also specifically assures and certifies that:

1. It has the legal authority to apply for federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
3. It will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.

4. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations such as 28 CFR parts 18,22,23,30,35,38,42,61, and 63, and the award term in 2CFR 175.15(b).
5. It will assist the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation act of 1974 (16 U.S.C. §469 a-1 et seq.) and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
6. It will comply (and will require any subgrantees or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); the Juvenile Justice and Delinquency Prevention act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); The Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. §§1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); see Executive Order 13279 (equal protection of the laws for faith-based and community organizations).
7. If a governmental entity –
  - a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
    - i. it will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

## CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS, AND DRUG FREE WORKPLACE REQUIREMENTS

*U.S. Department of Justice  
Office of Justice Programs  
Office of the Comptroller*

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and suspension (Non-Procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transactions, grant or cooperative agreement.

### 1. LOBBYING

As required by Section 1352, title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR 69, the applicant certifies that:

- a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with the making of any Federal grant, the entering

into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

- b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form –LLL “Disclosure of Lobbying Activities,” in accordance with its instructions;
- c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. **DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT).**

As required by Executive Order 12549, Debarment and Suspension, and implemented 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67 Section 67.510.

- 1. The applicant certifies that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency.
  - b. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, State, or Local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
  - d. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or Local) terminated for cause or default; and
- 2. Where the applicant is unable to certify any of the statements in this certification, he/she shall attach an explanation to this application.

3. **DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act Of 1988, and implemented at 28 CFR Part 67 Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620;

The applicant certifies that it will or will continue to provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- b. Establishing an on-going drug-free awareness program to inform employees about;
  - 1. The dangers of drug abuse in the workplace.
  - 2. The grantee's policy of maintaining a drug-free workplace.
  - 3. Any available drug counseling, rehabilitation, and employee assistance programs.
  - 4. The penalties that may be imposed upon employees for drug violations occurring in the workplace.

- 5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a).
- c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will -
  - o Abide by the terms of the statement.
  - o Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction.
- e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted -
  - o Taking appropriate personnel action against such an employee, up to and including termination.
  - o Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by Federal, State, or local health, law enforcement, or other appropriate agency.
- f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all the paragraphs above.

### **APPLICATION CHECKLIST**

Please be sure that the following sections are completed and returned with your grant application. Please include a completed copy of this checklist in your application.

#### **Documents/Attachments due with the application:**

- ☒ **Cover Page**
- ☒ **Application (Abstract, information about the Organization, Problem Statement, Program Narrative, Goals & Objectives)**
- ☐ **Grant Application Signature Page**
- ☐ **Budget Detail and Budget Narrative**
- ☒ **DUNS #/SAM Registration (Expiration Date 12/27/2023)**
- ☐ **Application Checklist**
- ☒ **Technology Statement**

**Office of Criminal Justice Assistance  
1535 Old Hot Springs Rd #10  
Carson City NV 89706**

**OCJA Email:** [ocja@dps.state.nv.us](mailto:ocja@dps.state.nv.us) **OCJA Website:** [www.ocj.nv.gov](http://www.ocj.nv.gov)

**Main Telephone # (775) 687-1500**

Victoria Hauan, Administrator	(775) 687-1501	<a href="mailto:vehauan@dps.state.nv.us">vehauan@dps.state.nv.us</a>
Rebecca Gray, Grants & Project Analyst 1122 Coordinator, 1033 State Coordinator	(775) 687-1502	<a href="mailto:rebecca.gray@dps.state.nv.us">rebecca.gray@dps.state.nv.us</a>
Rebecca Barnett, Grants & Projects Analyst	(775) 687-1505	<a href="mailto:rbarnett@dps.state.nv.us">rbarnett@dps.state.nv.us</a>
Adriana Kovacevich, Grants & Projects Analyst	(775) 687-1502	<a href="mailto:am.kovacevich@dps.state.nv.us">am.kovacevich@dps.state.nv.us</a>

**Office of Criminal Justice Assistance**  
Coronavirus Emergency Supplemental Funding (CESF)



**CESF Special Conditions**

Complete and submit this form to the Office of Criminal Justice Assistance (OCJA) with the award package.

**Award Information and Instructions**

**Award Information:**

<b>Subrecipient Agency/Organization</b>	Storey County Sheriff's Office	
<b>Project Title</b>	COVID-19 Virtual Remote Communication and Temperature Scanner	
<b>Project/Award #</b>	20-CESF-72	CFDA#: 16.034

**Instructions:**

In Table A - "Special Conditions" below, the Office of Criminal Justice Assistance's (OCJAs) Program Manager assigned to the award above marked the applicable Special Conditions. Please read carefully, sign and date the last page confirming awareness and compliance of the applicable Special Conditions and return this document to OCJA with the Award Package.

**Table A – Special Conditions**

<b>Name</b>	<b>Applicable</b>	
1. Audit Arrangements	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
2. Equipment Purchase 1122 Programs	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
3. Reimbursement of Grant Expenditures	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
4. Salary and Overtime Reimbursement	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
5. Employment eligibility verification for hiring under the award. <i>*Required even when employees aren't funded by subaward.</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
6. Other	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
7. Certification of Civil Rights Requirements & Designation of Civil Rights Liaison	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

**Note:** Federal requirements prohibit OCJA from reimbursing subrecipients with missing or incomplete documentation.

**NOTE:** Pursuant to Executive Order 13513, 74 Fed. Reg. 51225, the Department of Public Safety and the Office of Criminal Justice Assistance encourage subrecipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

**Office of Criminal Justice Assistance**  
**Coronavirus Emergency Supplemental Funding (CESF)**



**1. Audit Arrangements**

<b>Subrecipient Agency/Organization Address:</b>	Storey County Sheriff		
<b>City:</b>	Virginia City	<b>NV</b>	<b>Zip:</b> 89440
<b>Name of Financial Manager:</b>	Jennifee McCain	<b>Phone:</b>	775-847-1133
<b>Email:</b>	jmcain@storeycounty.org	<b>Fax:</b>	

Does the subrecipient agency expect to spend an aggregate total of \$750,000 in federal funds in the current fiscal year? (subrecipient agency refers to the entire County, city, state agency or tribe receiving the award)

**NO** ☐ - Stop; continue to the next applicable Special Condition.

**YES** ☐ - Complete the information below and continue with the next special condition –if none are applicable, sign and return this form in its entirety to OCJA. This form is part of the award package.

<b>Name of Auditor/Firm:</b>	DiPietro & Thornton		
<b>Address:</b>	9550 Prototype Ct St. 101	<b>NV</b>	<b>Zip:</b> 89521
<b>Point of Contact:</b>	Joe Costanza	<b>Phone:</b>	775-825-1040
<b>Email:</b>	joe@dt.cpa	<b>Fax:</b>	
<b>Anticipated submission date of the audited financial statement to OCJA:</b>			

**2. Equipment Purchases 1122 Program**

OCJA requires subrecipients awarded \$1,000 or more for equipment purchases to contact the State Coordinator for the 1122 General Services Administration Purchasing Program to determine the viability of acquiring approved equipment through the program. When purchasing through the 1122 program, retain the quote, or the letter from the State Coordinator authorizing the purchase outside the program in the award file for your records.

Regardless of the funding source, this program is open to state and local government agencies for purchases under \$1,000.

**3. Reimbursement of Grant Expenditures**

In compliance with state and federal mandates, OCJA cannot reimburse subrecipients for financial claims with expenditures until after receiving the federal award and all federal special conditions have been met. *Late fees are not eligible for reimbursement with federal funds.* Please consider that regardless of the delay in reimbursement, the requirement to submit monthly program progress reports does not change.

**4. Salary and Overtime Reimbursement**

Federal requirements state that any CESF funded position must spend a *substantial* amount of time on COVID-19 related activities. The intent of those activities must be to prevent, prepare for, or respond to the Coronavirus Disease 2019 (COVID-19). Your signature assures OCJA that if a person's duties and responsibilities change over the course of the grant period, and the position is no longer engaged in COVID-19 related responsibilities, reimbursement charges for that position must cease.

**Office of Criminal Justice Assistance**  
**Coronavirus Emergency Supplemental Funding (CESF)**



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**5. Employment eligibility verification for hiring under the award.**

All subrecipients must ensure that as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the subrecipient properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

B. Notify all persons associated with the subrecipient who are or will be involved in activities under this award of both—

- (1) this award requirement for verification of employment eligibility, and
- (2) the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

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**6. Other**

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**7. Certification of Civil Rights Requirements & Designation of Civil Rights Liaison**

**As Project Director for the above stated grant award, I agree:**

1. To submit the contact information (name, telephone, e-mail address) for the Civil Rights Liaison (Liaison) appointed by the agency/organization.
2. That the Liaison will coordinate the agency's/organization's compliance with the Federal Office of Justice Program's civil rights requirements.
3. That the Liaison will comply with the federal Office of Civil Rights training requirements found on the website <http://ojp.gov/about/ocr/assistance.htm>;
4. That **within 30 days** of receiving OCJA's award package, the Liaison will complete the certification form certifying that s/he completed the required training.
5. That the subrecipient agency/organization is aware OCJA will monitor compliance with civil rights requirements.

**6. The Project Director is the person that:**

- Does what it takes to carry out the terms of the Grant Award
- Maintains agreed upon work schedules
- Keeps costs within approved amounts and maintains source documents
- Submits required reports and may submit reimbursement claims to DPS-OCJA throughout the grant year
- All correspondence from OCJA pertaining to your project will be sent to the Project Director's attention.

**NOTE: OCJA will not process fiscal reimbursements for claims related to awards without the Liaison's completed certification and/or contact information.**



**Office of Criminal Justice Assistance**  
Coronavirus Emergency Supplemental Funding (CESF)



**Contact Information for Designated Liaison:**

Name	ERIKA WALL
Title	OFFICE MANAGER
E-mail	ewall@Storey County .019
Phone	775-847-0959
Address	205 S C STREET VIRGINIA CITY NV 89440

I certify I read, understand and agree to the applicable special conditions as outlined in Page 1, Table A of this document and the Program Assurances. I agree to the above stated Civil Rights Requirements and Designation of Civil Rights Liaison.

ERIC KERN

ASSISTANT SHERIFF

Project Director Name

Title

Signature: 

Date: 9.15.23

Agency Authorized Official Name

Title

Signature: 

Date: 9.15.23

*The Authorizing Official is the person in your agency ultimately responsible for all fiscal and operational aspects, including this project.*

**Office of Criminal Justice Assistance**  
Coronavirus Emergency Supplemental Funding (CESF)



**Civil Rights Liaison Certification & Training**

Complete and return this page **within 30 days** of receiving OCJA'S grant award package when one or more of the four items below apply.

1. This is the first time the agency/organization is a subrecipient of funds from OCJA.
2. A change occurred in the agency/organization's Civil Rights Liaison
3. OCJA notified the agency/organization of significant changes in the law or the Office of Civil Rights training
4. OCJA's Administrator requests the completion of the training.

**As the Civil Rights Liaison for the above Agency/Organization, I certify that:**

1. the Agency/Organization is aware that, in accordance with federal law, OCJA will audit and monitor compliance with federal civil rights requirements.
2. I read the information located on the federal Office of Civil Rights webpage, [http://ojp.gov/about/ocr/sample\\_documentation.htm](http://ojp.gov/about/ocr/sample_documentation.htm) regarding the Sample Civil Rights Compliance Checklist;
3. **By checking the list of training segments below**, I viewed the required and applicable civil rights training segments completing the self-tests found on the federal Office of Civil Rights webpage <http://ojp.gov/about/ocr/assistance.htm>.

***Required Training Segments for ALL Subrecipients***

Viewing the following three training segments and completion of the respective self-tests is a requirement for all agencies receiving grant funds from OCJA.

- ☐ Overview of the Office for Civil Rights and Laws Enforced and self-test.
- ☐ Obligations of Recipients of DOJ Funding to Provide Services to Limited English Proficient Person and Self-test.
- ☐ Standard Assurances and How the Office for Civil Rights Enforce Civil Rights Laws and Self-test.

*Additional* required segments and Self-test for FAITH-BASED Subrecipients:

- ☐ Civil Rights Laws that Affect Funded Faith-Based Organizations.

*Additional* required segments and Self-test for TRIBAL Subrecipients:

- ☐ Civil rights Protections for American Indians in Programs funded by DOJ and Obligations of Funded Indian Tribes.



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

*[Handwritten Signature]*

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

*09/13/2023*



**Office of Criminal Justice Assistance**  
Coronavirus Emergency Supplemental Funding (CESF)



**CESF Program Assurances**

The applicant hereby assures compliance with the following conditions as part of the Notice of Grant Award:

1. A narrative **Monthly Progress** report shall be submitted to the Office of Criminal Justice Assistance (OCJA) on the approved form on the 25<sup>th</sup> of each month during the grant period. Reimbursements for Financial Claims may be delayed if progress reports are not up to date. Forms will be supplied by your program manager and will be available at <http://www.ocj.nv.gov> If required by the Bureau of Justice Assistance, an electronic report for the Performance Measurement Tools (PMT) is due **Quarterly** on the 20<sup>th</sup> day following the close of each quarter.
2. The Subrecipient shall issue a press release to their local newspaper detailing the project, funding source, goals, objectives and probable outcome within 60 days of issuance of the signed Grant Award. Include a copy of the press release with the monthly progress report.
3. Any publication, invention, patent, photograph, negative, book, drawing, record, document, or other material prepared by the grantee/sub-grantee in the performance of its obligations under this grant **must identify the funding source**. Contact OCJA for approved wording.
4. The Final Progress Report must be submitted to OCJA no later than 45 days following the end of the grant period. Late reports, unless approved by OCJA, will result in non-payment of final claim.
5. Written approval must be obtained from OCJA for a change in the scope of work and/or goals and objectives, including changes to travel plans. The approval must be acquired prior to any purchases and/or adjustments to the grant; a Project Change Form must be completed and submitted to OJCA for consideration. The Project Change Form is available on the OCJA web page.
6. OCJA retains the right to terminate this grant, for cause, at any time before completion of the grant period when determined the grantee failed to comply with the conditions of the grant award.
7. To the extent limited in accordance with NRS 41.0305 to NRS 41.039, if applicable, subgrantee agrees to indemnify, save and hold the state, its agents and employees harmless from any and all liability, claims, actions, damages, losses, and expenses, including without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of this agreement by subgrantee, its agents or employees.
8. The grantee/subgrantee acknowledges and agrees to notify OCJA of the disposition of property or equipment purchased with grant funds within 60 days of disposition or loss.

	<u>ERIC KERN</u>	<u>ASSISTANT SHERIFF</u>
	Project Director Name	Title
	<u>[Signature]</u>	Date: <u>9/13/23</u>
	<u>MIKE CULLEN</u>	<u>SHERIFF</u>
	Agency Authorized Official Name	Title
	<u>[Signature]</u>	Date: <u>9.15.23</u>

***This document must be signed by the Project Director and the Agency Authorized Official.***

Office of Criminal Justice Assistance  
Coronavirus Emergency Supplemental Funding (CESF)



**CESF Financial Assurances**

The subrecipient hereby assures compliance with the following conditions as part of the Notice of Grant Award:

1. A Financial claim shall be submitted to the Office of Criminal Justice Assistance (OCJA) when there are expenditures no later than 30 days following the end of the month. Financial claims must be submitted on the approved form available on the OCJA web site <http://ocj.nv.gov>.
2. When submitting a financial claim for the CESF Grant, the subrecipient understands that the claim will not be paid if it reflects activities or expenses made **prior to 12/30/2020 and OCJA Administrator approval date with official Authorization to Proceed (ATP) notification from OCJA, or after the project period ends.**
3. Reimbursements for Financial Claims may be delayed if progress reports are not up to date.
4. Grantee/Subrecipient understands that written pre-approval must be obtained from OCJA to make any budget modifications that transfer funds between budget categories. Modification requests will be considered on a case-by-case basis and must be made prior to the last 60 days of the grant period on the Project Change Request form available on the OCJA web page. Expenditure of funds for items not previously authorized may be considered on a case by case basis.
5. Any programmatic changes that impact the budget or scope of work require pre-approval and submittal of a project change request form.
6. The **final** financial claim form must be submitted to OCJA no later than 45 days following the end of the grant period. Late reports, unless approved by OCJA, will result in non-payment of the final claim.
7. Grant revenue and expenditure records must be maintained and made available to OCJA for monitoring and audit purposes.
8. OCJA retains the right to terminate this grant for cause at any time before completion of the grant period when it has determined the grantee/subrecipient has failed to comply with the conditions of the grant award.
9. Financial management **must comply with the requirements of 2 CFR Part 200 Subparts A through F and all appendices**, incorporated into this agreement by reference.
10. All grant expenditures are to be reasonable and allowable in accordance with **2 CFR Part 200 Subparts A through F and all appendices** incorporated into this agreement by reference.
11. Grantee/subrecipient shall comply with the audit requirements of the Single Audit Act Amendment of 1986 and 2 CFR Part 200 Subparts A through F and all appendices, incorporated into this agreement by reference to include the required submission of the most recent annual independent audit.
12. Upon OCJA request, required documentation for the performance of internal audits must be provided within 30 days. Grant closeout is contingent upon OCJA audit and resolution of any discrepancies.

Name: Jennifer McCain Title: Comptroller  
Signature: [Signature] Date: 9-15-23

***This document must be signed by the Chief Financial Officer or Organization's Fiscal Manager or his/her designee.***

***Links to all OMB circulars referenced above are available on the OCJA web page at***  
<http://www.ocj.nv.gov> – under Federal Resources / OMB Circulars





Nevada Department of  
**Public Safety**  
Office of Criminal Justice Assistance

STATE OF NEVADA  
DEPARTMENT OF PUBLIC SAFETY

OFFICE OF CRIMINAL JUSTICE ASSISTANCE

**Grant Award**

**Coronavirus Emergency Supplemental  
Funding (CESF) Program**

**CFDA #16.034**

<b>SUB-GRANTEE:</b>	Storey County Sheriff's Office	<b>PROJECT NUMBER:</b>	20-CESF-72
<b>ADDRESS:</b>	205 South C Street, Virginia City, NV 89440-9837	<b>UEI #</b>	RHLDVY787AB5
<b>PROJECT TITLE:</b>	COVID-19 Virtual Remote Communication and Temperature Scanner		
<b>GRANT PERIOD</b>	September 13, 2023 – September 30, 2023	<b>TOTAL FEDERAL GRANT FUNDS:</b>	\$42,000.00

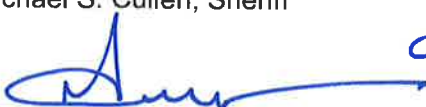
**APPROVED BUDGET FOR PROJECT**

CATEGORY	TOTAL PROJECT COSTS
Personnel	\$ .00
Travel	\$ .00
Supplies/Operating	\$32,179.00
Equipment	\$9,821.00
Contracts/Consultants	\$ .00
Confidential Funds	\$ .00
Other	\$ .00
Total	\$42,000.00

This award is subject to the requirements (General and Fiscal Conditions, including General Operating Policies) established by the Office of Criminal Justice Assistance, Nevada Department of Public Safety.



**SPECIAL CONDITIONS:** This project is subject to such conditions or limitations as set forth on the attached page(s).

<b>AGENCY APPROVAL</b>	<b>SUB-GRANTEE ACCEPTANCE</b>
Office of Criminal Justice Assistance Victoria Hauan, Administrator	Storey County Sheriff's Office Michael S. Cullen, Sheriff
<b>X</b>	<b>X</b> 
Signature of Approving Official	Signature of Agency Approving Official
Date	Date



# OFFICIAL BUDGET REQUEST FORM

<b>Department Requesting Expense:</b>		<b>Date of Request:</b>	
Name:	James Deane	Budget Year (Fiscal):	2023/2024 (Choose from drop down menu)
Title:	Director	Name of Requestor:	James Deane
Choose Dept. from Drop down menu		Vehicle Plate No.:	
Department:	107-Sheriff	Incident Name:	
Budgeted Item?	Grant Item?	Grant Name/Number/Budget Code/Proj Acct.	Department Expense is Charged To:
NO	YES	COVID Emergency Supplemental Funding Program	107-Sheriff
<b>QTY</b>	<b>Item Description</b>	<b>Unit Price</b>	<b>Total</b>
4	Video Conferencing System (4 Sites)	\$6,000.00	\$24,000.00
	70 Inch 4K Television		\$0.00
	70 Inch Wall Mount		\$0.00
	15' HDMI Cable		\$0.00
	Windows 11 Workstation, Keyboard, Mouse (5 year Warranty)		\$0.00
	Hi Def Webcam and Microphone		\$0.00
	APC 1500 Battery Backup		\$0.00
	400 Watt Speakers with Subwoofer		\$0.00
	Zoom Pro License		\$0.00
	Installation and Setup		\$0.00
			\$0.00
			\$0.00
Price Quote #1 \$ Amount		\$24,000.00	
Company Name: Storey County IT		<b>Total Amount of Request</b> <b>\$24,000.00</b>	
Address: 900 South C Street Suite C			
Phone #: 775-847-1152			
Contact Name: (if relevant) James Deane			
Price Quote #2 \$ Amount		Price Quote #3 \$ Amount	
Company Name:		Company Name:	
Address:		Address:	
Phone #:		Phone #:	
Contact Name: (if relevant)		Contact Name: (if relevant)	

## Justification of Expense:

4 Site conference system for Virginia City Sheriff Business Office, TRI Substation, Jail and Justice Court.

COMPTROLLER OFFICE USE ONLY			
<b>COMPTROLLER APPROVAL</b>		<b>COUNTY MANAGER APPROVAL</b>	
YES / NO		YES / NO	
(Circle One)		(Circle One)	
Comptroller Signature	Date Approved	County Manager Signature	Date Approved

## Stan Glowniak

---

**From:** James Deane  
**Sent:** Thursday, July 20, 2023 1:21 PM  
**To:** Stan Glowniak  
**Subject:** RE: Video Conference system

Good Afternoon Stan-

The IT Department is able to quote the following for your multipoint teleconference system:

\$6000.00 per site X 4 sites: \$24,000.00

Each Site Includes:

- (1) 70 Inch 4K Television
- (2) 70 Inch Wall-mount for TV
- (3) HDMI Cable – 15 foot
- (4) 1 Windows 11 Video-Conference Workstation with 24 Inch Monitor, Keyboard, Mouse (5 Year Warranty – All Parts and Labor)
- (5) Hi Definition Webcam with Microphone
- (6) APC 1500 VA Battery Backup
- (7) 400 Watt Sound with Subwoofer
- (8) Zoom Professional License
- (9) Installation and Setup

Let me know if you have questions or need any more specific information.

### ***James Deane***

IT Director

Storey County

PO BOX 172

Virginia City, NV 89440

Office: (775) 847-1152

Email: [it@storeycounty.org](mailto:it@storeycounty.org)

Web: <http://www.storeycounty.org>

Storey County is an equal opportunity Employer and Provider.

**From:** Stan Glowniak <[sglowniak@storeycounty.org](mailto:sglowniak@storeycounty.org)>  
**Sent:** Wednesday, July 19, 2023 5:37 PM  
**To:** James Deane <[jdeane@storeycounty.org](mailto:jdeane@storeycounty.org)>  
**Subject:** RE: Video Conference system

James,

Attached is a estimate quote example from another department for last year's grant approval. Will this help with your estimated cost? If we can I'd like to get a complete setup for the substation and main office, the courthouse and the jail. Lemme know what magic you can work up cost wise and I'll find out what's available funding wise.

Corporal Stan Glowniak

# Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the  
requester. Do not  
send to the IRS.

Print or type.  
See Specific Instructions on page 3.

<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Zorpro, LLC</b>	
<b>2</b> Business name/disregarded entity name, if different from above <b>Zorpro</b>	
<b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► <b>P</b> <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) ►	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <small>(Applies to accounts maintained outside the U.S.)</small>
<b>5</b> Address (number, street, and apt. or suite no.) See instructions. <b>2825 East Cottonwood Parkway, Suite 500</b>	Requester's name and address (optional)
<b>6</b> City, state, and ZIP code <b>Cottonwood Heights, UT 84121</b>	
<b>7</b> List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>									
			-						
<b>or</b>									
<b>Employer identification number</b>									
8	2	-	4	3	2	3	7	8	7

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign  
Here

Signature of  
U.S. person ►

Date ► **01/04/2023**

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



**ZORPRO, LLC**

2825 East Cottonwood Parkway, Suite 500  
Cottonwood Heights, UT 84121  
801-960-4045  
sales@zorpro.com

**ADDRESS**

Eric Kern  
Storey County Sheriff's Office

**SHIP TO**

Eric Kern  
Storey County Sheriff's Office

**Quote 2359****DATE** 09/14/2023

ACTIVITY	QTY	RATE	AMOUNT
<b>Zorpro 33T</b> Zorpro 33T - Temperature Scanner/33 Zone Metal Detector	1	9,821.00	9,821.00
<b>Discount:Discount</b> Gov't discount -10%	1	-982.10	-982.10
<b>Shipping</b> Shipping and handling - FREE	1	0.00	0.00

**Conditions:**

- Total due before order ships
- Prices Quoted in US Dollars
- Quote valid for 30 days
- Free USA Shipping (48 states)
- This item is not a medical device!
- By signing this, you agree to our terms and conditions found at <https://zorpro.com/disclaimer/>

**TOTAL****\$8,838.90**

Accepted By

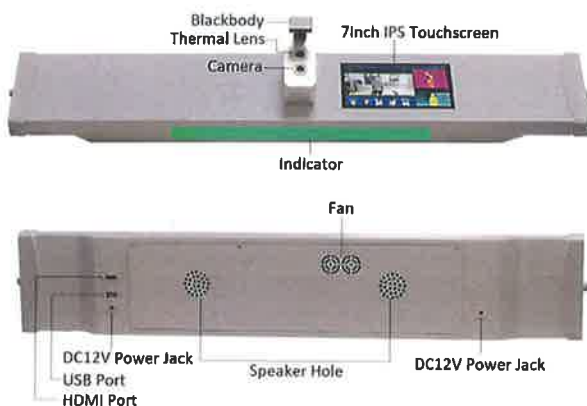
Accepted Date

# Zorpro 33T Brochure



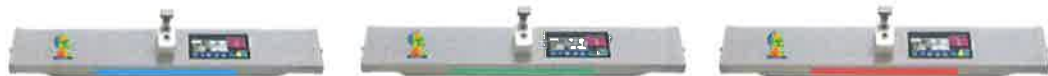
This system is an all-in-one metal detector and thermal imaging body temperature screening system, which has highly integrated black body and SOC computer system in the head panel, with 3 status indicators (as shown in the figure below), which can remind the operator through visual and audible alarms at the same time. It also has 33 detection zones with LED indicators on each side panel to help determine the target location.

## General Features

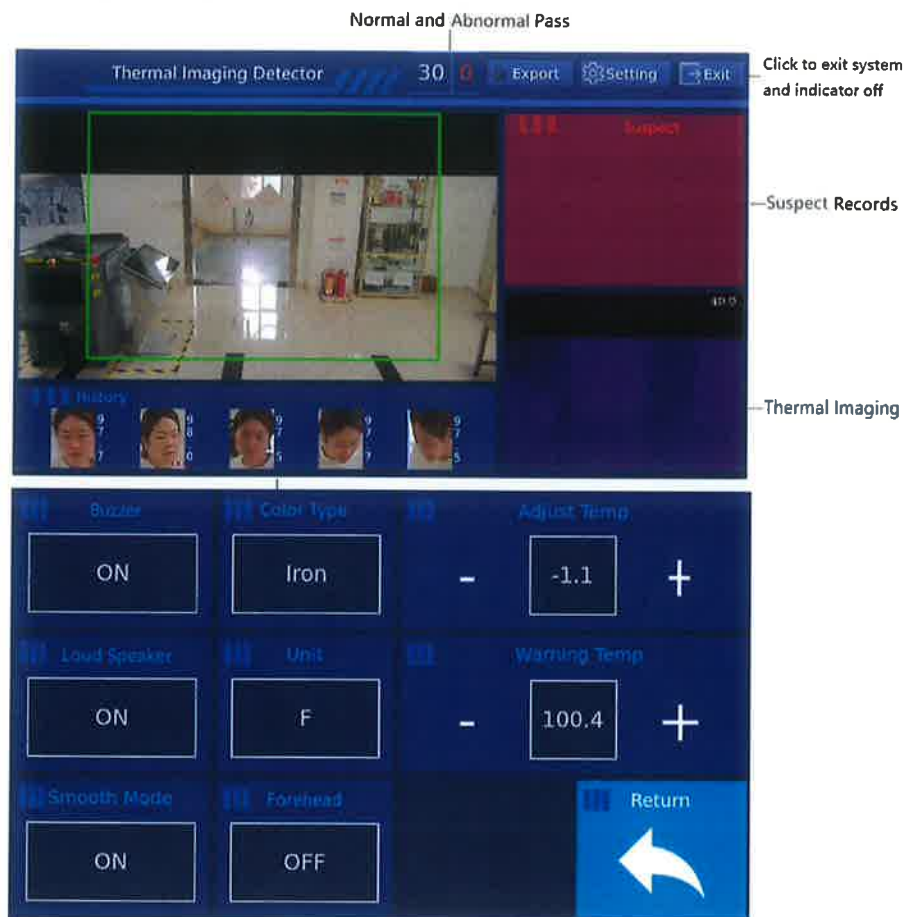


- 33 Detection zones for metal detector with LED indicators
- Entry/Exits tracker
- Security Password required to change settings
- Black Body Thermal Camera Built In
- Accurate Personnel Face Matching
- Temperature Accuracy:  $\pm 0.5^{\circ}\text{F}$  @ 1.5ft to 15ft, target height: 3ft to 7ft
- Adjustable Temperature Threshold for fine tuning
- Displays Walkthrough Count, High temperature readings, Alarm Times, and Real Time Temperature.
- Metal Detection
- Auto Calibration for Metal Detector and Temperature Scanner
- Audible Alarm On or Off
- Multicolor LED indicator light for High/Low or no temperature readings.
- Split Screen mode for dual thermal imaging types
- Fast Scan technology
- 200 Sensitivity levels for metal detector
- Ability to adjust each metal detector zone sensitivity separately
- Export pass/fail records from temperature reader
- Relay switch output for pass/fail readings. Allowing for remote doors and accessories if needs be.
- 7in LCD touch screen

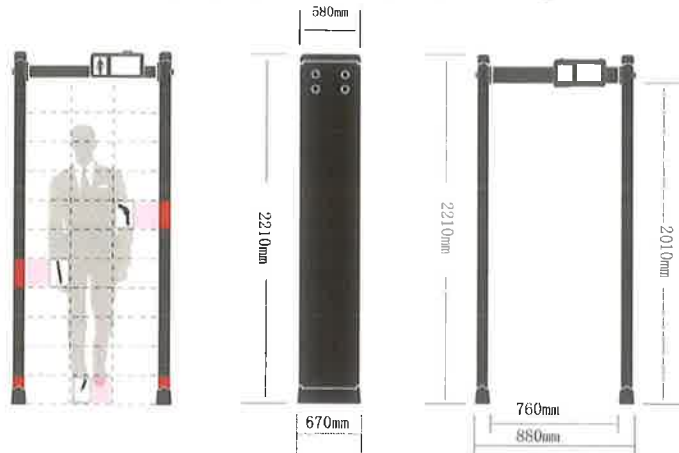
## Multicolor Indicator Light for Temperature Alerts



## Temperature Scanner Software Interface:



\* 33 Localization Zones with left, center and right



**\* Packing Size:**

N.W/G.W: 65KG/70KG

Detection Door Size: 2300\*330\*770mm/

ctn Volume: 0.58m<sup>3</sup>/ctn

Plywood case(optional)

**Temperature Scanner Specs:**

Type of Use      Multi Face Temperature Detection  
 Sensor Type.....Vox Uncooled Thermal Sensor  
 Effective Pixel.....320\*240(76,800 resolution)  
 Pixel Size .....17μm  
 Spectral Range .....8μm~14μm  
 Thermal Sensitivity (NETD)≤50mK at f/1.0(0.05F)  
 Sensor Type.....1/28 inches CMOS  
 Max. Resolution .....1920\*1080  
 Pixel/SNR .....200W/> 56dB  
 Measure Temp Range .....95F~110F  
 Accuracy.....: around ±0.5F  
 Operating Temperature .....: -10°C~45°C  
 Storage Temperature .....: -20°C~45°C  
 Temperature Detection Range    <1-5m

**Metal Detector Specs:**

- 1) Sensitivity Level: 500 grades(adjustable)
- 2) Distinct Sensitivity Level: 1000 grades(adjustable)
- 3) Power consumption: <20 W
- 4) Metal Detection Zone: 33
- 5) Working Frequency Range:1~99 bands
- 6) Vertical Channel Size: 2010 x 760 =)
- 7) Vertical Dimension: 2210(H) x 880(W) x 670(D)=)
- 8) Working Voltage: 100~240VAC, 50~60 Hz
- 9) Working Environment Temperature:-20°C-+45°C
- 10)Pass through rate: Over 60 people per minute

# Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is <b>required</b> on this line; do not leave this line blank. <b>Versare Solutions, LLC</b>	
2 Business name/disregarded entity name, if <b>different</b> from above <b>EverBlock / Versare</b>	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► <b>P</b> <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. <b>3236 California St NE</b>	Requester's name and address (optional)
6 City, state, and ZIP code <b>Minneapolis, MN 55418</b>	
7 List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
4	7		4	7	0	0	2	3	9

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date ► <b>6/13/2022</b>
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What Is backup withholding, later.



# Estimate

**Versare**  
3236 California St NE  
Minneapolis MN 55418  
United States

Date	Estimate #
9/14/2023	20948

## Bill To

Eric Kern  
Storey County Sheriffs Office  
205 S C St  
Virginia City NV 89440  
United States  
(775) 847-0959

## Ship To

Eric Kern  
Storey County Sheriffs Office  
205 S C St  
Virginia City NV 89440  
United States  
(775) 847-0959

## Expires

10/29/2023

## Sales Rep

Jennifer Pannier

## Order Fulfill...

Pending Transaction


Item	Quantity	Description	Rate	Amount	Tax ...
Hush Panel 6x6 Blue Spruce with Clear Poly	10	Hush Panel 6x6 Blue Spruce with Clear Poly (Non Electric)	479.00	4,790.00	0.0%
Hush Panel Post	15	Hush Panel Post 6' kit with post, foot and connectors (Non Electric)	46.00	690.00	0.0%
Hush Panel Wall Mount Bracket	10	Hush Panel Wall Mount Bracket	56.00	560.00	0.0%
Hush Panel 6x4 Blue Spruce TWO PIECE	2	Hush Panel 6x4 Blue Spruce TWO PIECE (Non Electric)	279.00	558.00	0.0%
Hush Panel 6x4 Blue Spruce with Clear Poly	6	Hush Panel 6x4 Blue Spruce with Clear Poly (Non Electric)	389.00	2,334.00	0.0%

Once your package ships we'll send an email with tracking information. Before unpacking your product, please do a quick initial inspection and record any noticeable damages on the delivery slip before signing and returning to the driver. Please take pictures of any packaging damage and send them to [customerservice@versare.com](mailto:customerservice@versare.com) along with the order number and a brief description of the damage. If you have questions about your order please call our Customer Service team at 1-800-830-0210 x1 or go to [versare.com](https://www.versare.com) and chat with us.

Subtotal  
Shipping Cost (Freight)  
Total

8,932.00  
1,825.00  
\$10,757.00

Confidentiality Notice: The information contained in this e-mail is confidential, and may be legally privileged. It is intended only for the use of the party named above. If the reader of this e-mail is not the intended recipient, you are advised that any dissemination, distribution, or copying of this e-mail is strictly prohibited. If you have received this e-mail in error, please immediately notify us by phone toll-free at 1 (800) 830-0210 and delete this e-mail. All prices and offers are valid for 30 days from the date of the quote. Prices are subject to change without prior notice.

	<h1>Board of Storey County Commissioners</h1> <h2>Agenda Action Report</h2>	
Meeting date: 10/3/2023 10:00 AM - BOCC Meeting	Estimate of Time Required: 5	
Agenda Item Type: Discussion/Possible Action		

- Title:** Consideration and possible approval of 2023-028 Special Use Permit request. The applicant requests a Special Use Permit to operate an outdoor establishment. The applicant proposes to offer Off Highway Vehicle (OHV) rides and guided tours. The tours will start at the applicant's property at 311 South E Street (APN 001-132-29) and will follow rights-of-way through Virginia City to connect to Storey County public land and land managed by the Bureau of Land Management surrounding the Virginia City Area.
- Recommended motion:** In accordance with the recommendation by the Planning Commission and staff, the findings of fact under Section 3.A of this report, and other findings deemed appropriate by the Board of County Commissioners, and in compliance with the conditions of approval, I (commissioner), move to approve Special Use Permit 2023-028 to operate an outdoor establishment. The applicant proposes to offer Off Highway Vehicle (OHV) rides and guided tours. The tours will start at the applicant's property at 311 South E Street (APN 001-132-29) and will follow rights-of-way through Virginia City to connect to Storey County public land and land managed by the Bureau of Land Management surrounding the Virginia City area.
- Prepared by:** Kathy Canfield

**Department:** \_\_\_\_\_ **Contact Number:** 7758471144

- Staff Summary:** See Attached Staff Report
- 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](mailto:planning@storeycounty.org)

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**To:** Storey County Board of County Commissioners

**From:** Storey County Planning Department

**Meeting Date:** October 3, 2023 at 10:00 a.m.

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

**Staff Contact:** Kathy Canfield

**File:** 2023-028

**Applicant:** Neil Thompson

**Property Owner:** Neil Thompson and Lisa Hevern

**Property Location:** 311 South E Street, Virginia City, Storey County, Nevada, APN 001-132-29

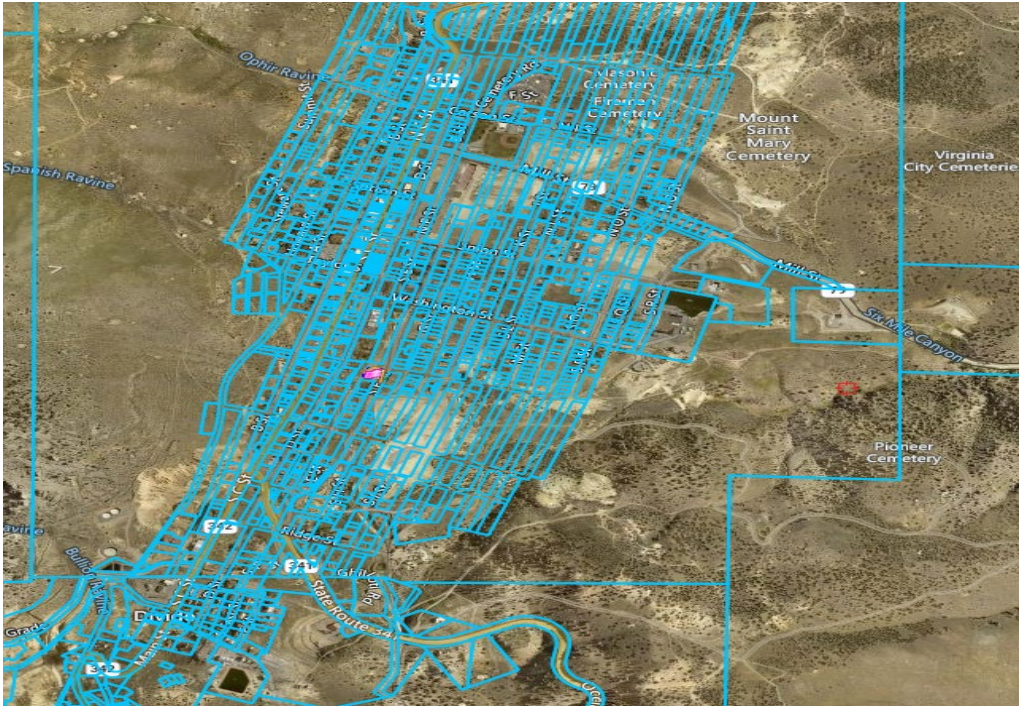
**Request:** The applicant requests Special Use Permit 2023-028 to operate an outdoor establishment. The applicant proposes to offer Off Highway Vehicle (OHV) rides and guided tours. The tours will start at the applicant's property at 311 South E Street (APN 001-132-29) and will follow rights-of-way through Virginia City to connect to Storey County public land and land managed by the Bureau of Land Management surrounding the Virginia City area.

**Planning Commission:** The Planning Commission heard this request at their September 21, 2023 meeting. The Planning Commission discussed the project and asked follow up questions about access and traffic. The Planning Commission stated they were in support of bringing new activities to Virginia City for both tourism and local residents. The Planning Commission voted 6-0 (one absent) in favor of recommending approval of the Special Use Permit.

**1. Background & Analysis**

- A. Site Location:** The applicant's property is located at 311 South E Street in Virginia City and is currently completing construction of a new residence on the property. The property is zoned CR – Commercial Residential and both residential and commercial land uses are permissible for the zoning district. Because of the outdoor nature of the commercial establishment, a special use permit is required.

Parking for visiting vehicles will occur onsite or within the E Street right-of-way, consistent with other street parking within Virginia City. The applicant will be required to monitor the parking of visitors to make sure there is no parking on private property or hinderance to vehicle traffic/accessibility within the E Street right-of-way.



Vicinity Map

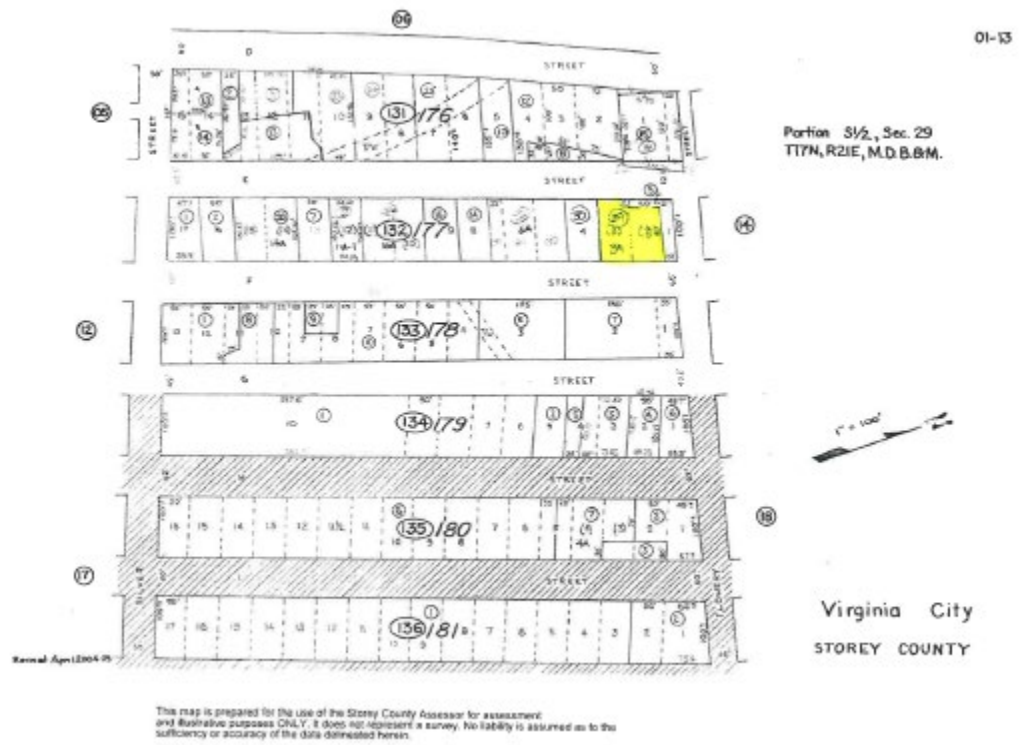


Location Map





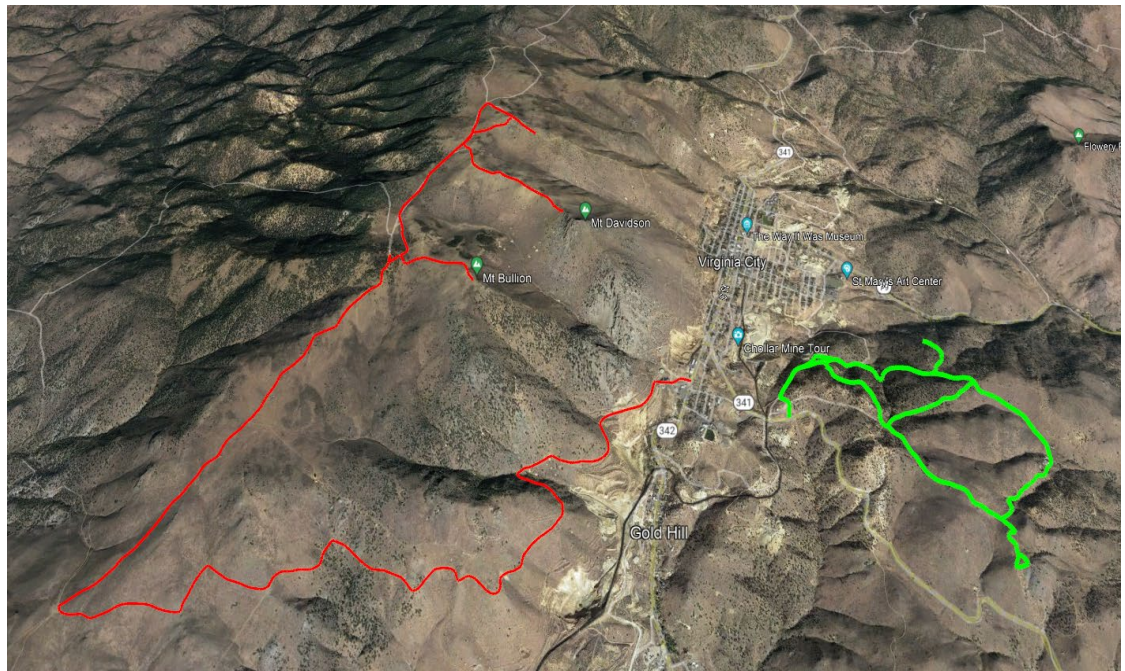
Project site, parcel line overlay not exact



Assessor's Parcel Map

- B. Proposed Use:** The applicant proposes to offer guided tours and rides on off-highway vehicles (ohv). The applicant has two four-seat vehicles for riders at this time, or customers can follow on their own ohv for a guided tour. The tours will take place on Storey County public land and Bureau of Land Management (BLM) managed land on existing trails.

Customers will park at the property at 311 South E Street and start the tour from that property. The tour will utilize Storey County rights-of-way and Highways 341/342 to access the trail system. The tour will conclude with returning to the property at 311 South E Street. All tours will be conducted weather permitting and will not occur during inclement weather or when trails are muddy and/or slippery.



*Proposed tour routes*

The majority of the routes will be located on either Storey County owned land (rights-of-way and land obtained from the recent Lands Act Bill) and land managed by the Bureau of Land Management. There are two locations where the tour would cross private property to access publicly owned land. The applicant has received permission from both private property owners to cross the private land to access the public land routes.

- C. Zoning Code.** The applicant's property is located within the CR Commercial Residential zoning district. Outdoor uses and venues require a special use permit per Chapter 17.30 of the Storey County zoning code. Although the proposed tour activity is not specifically listed in the CR zoning land use list, the CR zoning does allow for "other uses similar" to those listed in the zoning chapter. Staff have found the proposed tour activity to be consistent with the majority of outdoor uses and activities listed in the CR zoning district that require a special use permit. As a part of this review and if

approved, the Board, with review by the Planning Commission, will be determining that this use is similar to the uses permitted within the CR zoning district.

The tour activity will take place on existing trails that are zoned either Public or Forestry. The property is owned by either Storey County or on land managed by the Bureau of Land Management and public access is allowed. No new trails will be created and the applicant will be required to follow all County, State and Federal regulations for use on public lands. NRS Section 490.090.3 (see below) allows for trail access on public land.

**D. Special Use Permit.** A Special Use Permit is required because of the outdoor use of the proposed operation in the CR zoning. Section 17.03.150 of the Storey County Code identifies the process for Special Use Permits. The applicant and this report follow the requirements outlined in the Code.

**E. Nevada Revised Statutes.** Chapter 490 of the Nevada Revised Statutes identifies the regulations associated with Off Highway Vehicles. There are several sections of these regulations that are especially relevant to the proposed project:

- Section 490.090.3 states “A person may operate an off-highway vehicle on any public land, trail, way or unpaved county road unless prohibited by the governmental entity which has jurisdiction over the public land, trail, way or unpaved county road.”
- Section 490.090.2.d states “A person may operate an off-highway vehicles on a paved highway that is not otherwise designated for use by off-highway vehicles if the off-highway vehicle is operated on a portion of a highway that is designated as a trail connector for a trail authorized for use by off-highway vehicles for not more than 2 miles.”

Other sections of NRS Chapter 490 are also applicable as they relate to required vehicle and passenger equipment, registration and driving regulations. All applicable regulations of Chapter 490 shall be required of the applicant in the operation of this activity.

## **2. Use 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 project and Storey County Title 17 Zoning or the 2016 Master Plan. The proposed use is also consistent with the surrounding zoning and master plan designations.

	Land Use	Master Plan Designation	Zoning
Applicant's Land	Residential/Commercial	Mixed Use Commercial Residential	CR -Commercial Residential
Land to the North	Vacant/train depot	Mixed Use Commercial Residential	CR – Commercial Residential
Land to the East	Railroad tracks, vacant residential	Mixed Use Commercial Residential	R-1 Residential
Land to the South	Apartments	Mixed Use Commercial Residential	CR – Commercial Residential
Land to the West	Residential, tourist accommodation	Mixed Use Commercial Residential	CR – Commercial Residential

**B. General use allowances and restrictions.** Storey County Code 17.03.150, Special Use Permit, identifies the administration for the Board and Planning Commission for allowing a special use permit. The approval, approval with conditions, or denial of the Special Use Permit must be based on findings of fact that the proposed use is appropriate or inappropriate in the location. The findings listed below are the minimum to be cited in an approval.

- (1) **Complies with the general purpose, goals, objectives, and standards of the county master plan, this title, and any other plan, program, map, or ordinance adopted, or under consideration pursuant to official notice by the county.**

The proposed use will be an outdoor activity which is permitted with a Special Use Permit for the Commercial Residential zone. The proposed business will offer OHV tours on public land surrounding Virginia City. The business will commence at the applicant's property where parking and loading will occur, and then leave the property along public rights-of-way to access public land trails. The applicant will be required to follow all State of Nevada regulations for the operations of OHVs.

- (2) **The proposal location, size, height, operations, and other significant features will be compatible with and will not cause substantial negative impact on adjacent land uses, or will perform a function or provide a service that is essential to the surrounding land uses, community, and neighborhood.**

The proposed business will be located at a property with a single family residence in a mixed use area. All parking for the proposed business will be onsite or on public right-of-way following public parking regulations. The majority of the tour business will not occur on the applicant's property but will be on public rights-of-way and public land. The business will operate during daylight hours and not during inclement weather.

- (3) **Will result in no substantial or undue adverse effect on adjacent property, the character of the neighborhood, traffic conditions, parking, public improvements, public sites or right-of-way, or other matters affecting the public health, safety, and general welfare, either as they now exist or as they may in the future be developed as a result of the implementation of the provisions and policies of the county master plan, this title, and any other**

**plans, program, map or ordinance adopted or under consideration pursuant to an official notice, by the county, or other governmental agency having jurisdiction to guide growth and development.**

All parking for the proposed business will either be onsite or in the public right-of-way following public parking regulations. As a condition of approval, the applicant shall be responsible for ensuring all customers are parked correctly and no impacts to private property or access within the public right-of-way occur. The majority of the activity will occur within public rights-of-way or on public land. The tours will occur on existing trails on public land either owned by Storey County or managed by the Bureau of Land Management. No new trails will be created as a result of this proposal.

- (4) **The proposed use in the proposed area will be adequately served by and will impose no undue burden on any of the improvements, facilities, utilities, or services provided by the county or other governmental agency having jurisdiction in the county.**

The proposed use is not expected to require any additional governmental services or impact existing facilities.

- (7) **The proposed land use, although not a listed use for the CR Commercial Residential zoning district, is consistent and similar with the uses permitted within the CR Commercial Residential zone.**

The proposed OHV tours is not a specifically listed use for the CR Commercial Residential zoning district. The CR zoning does list “entertainment and casual education services such as docents, guided tours on foot, gold panning and museums” as an allowed use and outdoor uses such as racetracks involving motorized vehicles and outdoor venues as requiring a special use permit. The proposed tours on OHVs is consistent with these land uses and a special use permit has been prepared for this project.

- C. **Conformance with the 2016 Storey County Master Plan.** The property is located between E and F Street within Virginia City, Storey County, Nevada and is identified as a Commercial-Residential land use. The railroad tracks are located directly east of the property and the train depot is located to the north. The Master Plan identifies this neighborhood as the V&T Midtown area and states “this two-mile corridor is becoming increasingly significant to Virginia City’s overall tourism and economic development portfolio.” The Master Plan goes on to state “Tourism uses are expected to expand significantly along this entire corridor. While promoting tourism events and other uses, as well as their supporting infrastructure, special considerations should be taken in this area on a case-by-case basis to assure compatibility between residential and non-residential uses in the immediate area.”

The proposed business and the business location are consistent with these master plan goals. The business is located at the applicant’s residence and is a mixed use area of



tourism and residential. The OHV tours will commence at this location but will primarily take place on public land surrounding Virginia City.

### 3. Findings of Fact

- A. Motion for approval.** The following findings of fact are evident with regard to the requested special use permit when the recommended conditions of approval in Section 4, Recommended Conditions of Approval, are applied.
- (1) This approval is for Special Use Permit 2023-028 to operate an outdoor establishment. The applicant proposes to offer Off Highway Vehicle (OHV) rides and guided tours. The tours will start at the applicant's property at 311 South E Street (APN 001-132-29) and will follow rights-of-way through Virginia City to connect to Storey County public land and land managed by the Bureau of Land Management surrounding the Virginia City area.
  - (2) The proposed project complies with the general purpose, goals, objectives, and standards of the county master plan, this title, and any other plan, program, map, or ordinance adopted, or under consideration pursuant to official notice by the county.
  - (3) The proposal location, size, height, operations, and other significant features will be compatible with and will not cause substantial negative impact on adjacent land uses or will perform a function or provide a service that is essential to the surrounding land uses, community, and neighborhood.
  - (4) The proposed project will result in no substantial or undue adverse effect on adjacent property, the character of the neighborhood, traffic conditions, parking, public improvements, public sites or right-of-way, or other matters affecting the public health, safety, and general welfare, either as they now exist or as they may in the future be developed as a result of the implementation of the provisions and policies of the county master plan, this title, and any other plans, program, map or ordinance adopted or under consideration pursuant to an official notice, by the county, or other governmental agency having jurisdiction to guide growth and development.
  - (5) The proposed use in the proposed area will be adequately served by and will impose no undue burden on any of the improvements, facilities, utilities, or services provided by the county or other governmental agency having jurisdiction in the county.
  - (6) The Special Use Permit conforms to the 2016 Storey County Master Plan for the V&T Midtown area of the Virginia City planning area in which the subject property is located. A discussion supporting this finding is provided in Section 2.C of this staff report and the contents thereof are cited in an approval of this Special Use Permit.



- (8) The conditions under the Special Use Permit do not conflict with the minimum requirements in Storey County Code Sections 17.03.150, Special Use Permit and Section 17.30, CR – Commercial Residential Zone.
- (9) The proposed land use, although not a listed use for the CR Commercial Residential zoning district, is consistent and similar with the uses permitted within the CR Commercial Residential zone.

**B. Motion for denial.** Should a motion be made to deny the Special Use Permit request, the following findings with explanation why should be included in that motion.

- (1) This denial is for Special Use Permit 2023-028 to operate an outdoor establishment. The applicant proposes to offer Off Highway Vehicle (OHV) rides and guided tours. The tours will start at the applicant's property at 311 South E Street (APN 001-132-29) and will follow rights-of-way through Virginia City to connect to Storey County public land and land managed by the Bureau of Land Management surrounding the Virginia City area.
- (2) The conditions under the Special Use Permit conflict with the minimum requirements in Storey County Code Sections 17.03.150, Special Use Permit and Section 17.30, CR – Commercial Residential Zone.
- (3) The conditions under the Special Use Permit do not adequately mitigate potential adverse impacts on surrounding uses or protect against potential safety hazards for surrounding use.

#### **4. Recommended Conditions of Approval**

- A. Special Use Permit** Special Use Permit 2023-028 is to operate an outdoor establishment. The applicant proposes to offer Off Highway Vehicle (OHV) rides and guided tours. The tours will start at the applicant's property at 311 South E Street (APN 001-132-29) and will follow rights-of-way through Virginia City to connect to Storey County public land and land managed by the Bureau of Land Management surrounding the Virginia City area.
- B. Requirements.** The Applicant shall apply for all required permits and licenses, including any applicable Bureau of Land Management permits, for the project within 24 months from the date of final approval of this SUP, and continuously maintain the validity of those permits/licenses, or this approval shall be null and void. This Special Use Permit shall remain valid as long as the Applicant remains in compliance with the terms of this Special Use Permit and Storey County, State of Nevada, and federal regulations. No activity shall commence prior to the Applicant securing rights to the Special Use Permit.
- D. Compliance.** The Off Highway Vehicle use shall conform to all requirements of Nevada Revised Statutes Chapter 490 – Off-Highway Vehicles, including but not limited to, use of public rights-of-way, vehicle and passenger equipment, registration and driving regulations.

- E. Parking.** It shall be the applicant's responsibility to ensure all customers for the tour business park either onsite or within the public right-of-way in appropriate parking areas. Access and turn-around area in the public right-of-way shall not be blocked and vehicles shall not impact adjacent property.
- F. Tours.** All tours shall occur on public rights-of-way and public land. No new trails shall be created. Any use of private property without the prior written consent of the private property owner shall be prohibited. A copy of the written consent shall be provided to the Storey County Planning Department prior to utilization of the private property.
- G. Indemnification/Insurance.** Proof of general liability insurance in the amount of \$2,000,000 for the activity shall be provided to Storey County. Storey County shall be added as an additional insured entity for the utilization of Storey County property. The Applicant and Property Owner agree to hold Storey County, its officers, and representatives harmless from the costs associated with any damage or liability, and any/all other claims now existing or which may occur as a result of this Special Use Permit.
- H. Transfer of Rights.** This Special Use Permit (SUP 2023-028) is non-transferable. This Special Use Permit applies to the Applicant's business/property listed in this permit.
- I. Storey County Land.** Use of Storey County public land may change at any time without prior notice. Storey County public land is subject to future land uses that may not be compatible with OHV tours and trails may be closed based on future uses of the public land.
- J. Noise Restrictions.** All noise generated at the site shall be in conformance with Chapter 8.04, Noise Control, of the Storey County Code.
- K. Signs.** Any signs shall be consistent with Chapter 17.84 of the Storey County Zoning Ordinance.

## **5. Public Comment**

As of September 12, 2023, Staff has not received any comments regarding the proposed use from the public. The Planning Department has received correspondence from two property owners authorizing access across private property for the proposed tour activity.

## **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 approval is recommended by the Planning Commission and staff in accordance with the findings under Section 3.A of this report. Those findings should be made part of the approval motion. A motion for denial may be made and that motion should cite one or more of the findings shown in Section 3.B. Other findings of fact determined appropriate by the Board of County Commissioners should be made part of either motion.

### **A. Recommended motion for approval**

In accordance with the recommendation by the Planning Commission and staff, the findings of fact under Section 3.A of this report, and other findings deemed appropriate by the Board of County Commissioners, and in compliance with the conditions of approval, I (*commissioner*), move to approve Special Use Permit 2023-028 to operate an outdoor establishment. The applicant proposes to offer Off Highway Vehicle (OHV) rides and guided tours. The tours will start at the applicant's property at 311 South E Street (APN 001-132-29) and will follow rights-of-way through Virginia City to connect to Storey County public land and land managed by the Bureau of Land Management surrounding the Virginia City area.

### **B. Alternative motion for denial**

Against the recommendation by the Planning Commission and staff, but in accordance with the findings of fact under Section 3.2 of this report, and other findings deemed appropriate by the Board of County Commissioners, I (*commissioner*), move to deny Special Use Permit 2023-028 to operate an outdoor establishment. The applicant proposes to offer Off Highway Vehicle (OHV) rides and guided tours. The tours will start at the applicant's property at 311 South E Street (APN 001-132-29) and will follow rights-of-way through Virginia City to connect to Storey County public land and land managed by the Bureau of Land Management surrounding the Virginia City area.

	<h1>Board of Storey County Commissioners</h1> <h2>Agenda Action Report</h2>	
Meeting date: 10/3/2023 10:00 AM - BOCC Meeting	Estimate of Time Required: 60 min.	
Agenda Item Type: Discussion/Possible Action		

- **Title:** Review, receive public comment, and approve the draft of Storey County RFP (Request for Proposal) seeking a successor to the Storey County Solid Waste Collection Services Franchise Agreement, and other properly related matters.
- **Recommended motion:** In accordance with recommendations by staff, I (commissioner) motion to approve draft Storey County RFP (Request for Proposal) seeking a successor to the Storey County Solid Waste Collection Services Franchise Agreement, and other properly related matters.
- **Prepared by:** Austin Osborne

**Department:**                      **Contact Number:** 775.847.0968

- **Staff Summary:** The county developed the proposed RFP draft with contractor Sloan Vazquez for a successor franchise agreement for solid waste collection services. Elements include, but are not limited to, the RFP structure and process, contract costs, competitive rates and services, evaluation methodology, equipment and service of contractor, length of term, subscription versus mandatory service, exclusive versus free market elements of service, refuse versus recycling, fee methodology, residential curbside and transfer station services, discounts and programs, and services at the Tahoe-Reno Industrial Center versus remainder of county. This recommendation follows a series of public workshops and scoping opportunities occurring in each community in the county, on Zoom, and with the board.
- **Supporting Materials:** See attached
- **Fiscal Impact:** Pending
- **Legal review required:** TRUE
- **Reviewed by:**

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

**Department Name:**

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

**Other Agency Review:** \_\_\_\_\_

- **Board Action:**

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



**Storey County, Nevada**

**DRAFT**

**REQUEST FOR PROPOSALS  
FOR  
FRANCHISE COLLECTION SERVICES**

**DATE, 2023**

## TABLE OF CONTENTS

<b>SECTION 1 - INTRODUCTION .....</b>	<b>1</b>
1.1 County Goals and Objectives.....	1
1.2 RFP Overview.....	1
1.3 Organization of RFP .....	2
1.4 RFP Schedule.....	2
<b>SECTION 2 - BACKGROUND .....</b>	<b>3</b>
2.1 Background Information .....	3
2.2 Contract Arrangements for Collection, Processing, and Disposal.....	3
2.3 Agreement Term .....	3
<b>SECTION 3 - SCOPE OF REQUESTED SERVICES .....</b>	<b>4</b>
3.1 Summary of Services .....	4
3.2 Collection Services and Transfer Station Management.....	5
3.3 Customer Rate Arrangements.....	12
3.4 Public Education and Outreach.....	13
3.5 Requirements for Operations, Equipment and Personnel.....	14
3.6 Billing, Customer Service, Record Keeping and Reporting.....	16
3.7 Contractor Implementation Plan .....	18
3.8 Alternative Proposals .....	19
<b>SECTION 4 - RFP POLICIES, CONDITIONS, AND PROCESS.....</b>	<b>20</b>
4.1 Rights Reserved by the County.....	20
4.2 General RFP Requirements .....	20
4.3 Code of Conduct .....	21
4.4 Proposal Submittal Process .....	21
4.5 Limits on Disclosure of Proposals .....	23
<b>SECTION 5 - SUBMITTAL REQUIREMENTS .....</b>	<b>25</b>
5.1 Proposal Outline .....	25
5.2 Cover Letter .....	26
5.3 Executive Summary .....	26
5.4 Company Description.....	26
5.5 General Collection Related Submittal Requirements.....	30
5.6 Exceptions to RFP and Agreement .....	32
5.7 Cost Proposal .....	32
5.8 Other Proposal Forms.....	33

5.9	Additional Information .....	34
<b>SECTION 6 - PROPOSAL EVALUATION PROCESS.....</b>		<b>35</b>
6.1	Proposal Evaluation Process .....	35
6.2	Evaluation Criteria.....	35

#### LIST OF TABLES

Table 1-2	RFP Schedule .....	2
Table 5-1	Proposal Outline.....	25
Table 6-1	Evaluation Criteria and Maximum Evaluation Score.....	35

#### ATTACHMENTS

- 1..... Draft Agreement for Services
- 2..... Proposer Code of Conduct
- 3..... Supplemental List of County Facilities and Storey County Events
- 4..... Demographic Summary
- 5..... Service Data
- 6..... Current Rates
- 7..... Cost Proposal Forms



## SECTION 1 - INTRODUCTION

By issuing this Request for Proposals (RFP) for collection services and transfer station management, Storey County ("County" or "Franchisor") is competitively procuring franchised services. The County is seeking proposals for the collection of solid waste and recyclable materials from residential, multi-family and commercial accounts and for County facilities, operations, and events.

The County is soliciting proposals from qualified service providers who can deliver efficient service and excellent value to the County. Service providers are referred to as "Proposer", "Contractor", or "Franchisee" throughout this document. Participants in this RFP process should make note of and comply with the Proposer Code of Conduct (Attachment 2).

A key point of reference is the Draft Collection Services Franchise Agreement (Agreement). The Agreement is included as Attachment 1. **The Agreement provides definitions, contract terms, and conditions, including a complete description of the services requested. If there are differences between this RFP and the Agreement, the terms and conditions in the final, executed Agreement shall prevail.**

### 1.1 County Goals and Objectives

The County's goals and objectives for the RFP process and future services are as follows:

#### **1.1.1 Integrity, Competition in Selection Process, and Industry-Standard Contract Terms**

- Conduct the RFP process with integrity and transparency.
- Set high performance standards.
- Ensure value for ratepayers.
- Enter into contract with fair terms and conditions.

#### **1.1.2 Quality, High-Value Programs**

- Consistent, reliable, and quality service.
- Efficient service delivery that provides a strong value to the ratepayers.
- Responsive customer service system.
- Well-planned and professionally-executed transition to new programs and services.
- Quality outreach and education.

### 1.2 RFP Overview

The County initiated this RFP process to plan future programs and services and select a future Contractor(s). The process will result in a new contract for services. The RFP process involves planning, soliciting and evaluating proposals; selecting and negotiating with the selected Contractor; and, an implementation period leading to commencement of services on **DATE**.

The County is soliciting proposals for the collection, transfer, processing and marketing of all solid waste and recyclable materials, and the transfer station management. The County is interested in receiving proposals from companies that have demonstrated experience in providing collection services, and drop-off/transfer station management services, comparable to those described in this RFP and the Agreement and that place a high priority on customer service and safety.

### 1.3 Organization of RFP

This RFP is organized into six sections as follows:

**Section 1** provides a brief introduction to the RFP.

**Section 2** provides background information including a description of the County service area.

**Section 3** presents the scope of requested collection services and transfer station management.

**Section 4** provides the RFP policies, conditions, and process.

**Section 5** describes the RFP submittal requirements.

**Section 6** outlines the proposal evaluation process and criteria by which the proposals will be evaluated.

### 1.4 RFP Schedule

The key activities and completion dates for the RFP process are provided in Table 1-2. The RFP process is described in detail in Section 4. All questions regarding the RFP must be submitted in accordance with the Submission of Written Questions specified in Section 4.4.

**Table 1-2 RFP Schedule**

<b>Milestones</b>	<b>Date</b>
Storey County releases RFP	October 4,, 2023
<b>R.S.V.P deadline for pre-proposal meeting by 5:00pm</b>	<b>October 6, 2023</b>
Mandatory pre-proposal meeting	October 10, 2023
<b>Deadline for Proposers to submit written questions by 3:00pm</b>	<b>October 13, 2023</b>
Response to written questions and RFP addenda	October 18, 2023
<b>Proposals due by 3:00 P.M..</b>	<b>November 17, 2023</b>
Evaluation results reported to Commissioners/Direction to negotiate with selected Proposer	December 19, 2023
Final Agreement presented to Commissioners	January 9, 2023
Contractor to commence providing services	December 1, 2024

\* The County reserves the right to modify this schedule as needed.

## SECTION 2 - BACKGROUND

The RFP and its attachments contain data about the demographics of the County and historical information related to collection operations including the number of customers, tonnage collected, etc.

### 2.1 Background Information

**The information presented in this section and related Attachments are for informational purposes only. Each Proposer should take whatever steps it believes are necessary to determine the actual service requirements of the County and understand service conditions when preparing a proposal.**

Attachment 3 provides supplemental information on the County service area. Attachments 4 and 5 provide demographic information and available service data (including number of customers, tonnage collected, etc.), respectively. Attachment 6 provides current rates for collection services.

### 2.2 Contract Arrangements for Collection, Processing, and Disposal

Below is a description of the future contracting arrangements.

- Collection. Contractor will be responsible for collection of solid waste and recyclable materials and all non-excluded materials as described in the Agreement.
- Transport. Contractor will be responsible for transport of all collected materials.
- Operation of County-owned drop-off center and transfer station.
- Recyclable Materials Services. Recyclable materials processing services will be conducted and/or contracted by the selected Contractor.

### 2.3 Agreement Term

The term of the new Agreement will commence on December 1, 2024 and will continue for either a term of eight (8) or ten (10) years, unless the County and the selected Contractor agree to a separate contract term, or the Agreement is extended in accordance with Article 3.2 of the Agreement or terminated early pursuant to Article 12.2 of the Agreement.

The term of this Agreement may be extended, at request of the Contractor, and at the sole discretion of the County, by written agreement of the Parties once for a term of five (5) years, provided that Contractor is in compliance with all terms and conditions of the Agreement, according to the process described in Article 3.2 in the Agreement.

The term of this Agreement may be extended, at request of the Contractor, and at the sole discretion of the County, by written agreement of the Parties for a single term of five (5) years, provided that Contractor is in compliance with all terms and conditions of the Agreement, according to the process described in Article 3.2 in the Agreement.

## SECTION 3 - SCOPE OF REQUESTED SERVICES

This section provides a brief description of the services solicited through this RFP. Article 5 of the Agreement provides the detailed scope of services.

### 3.1 Summary of Services

The services are separated by service sector including single-family residential, multi-family residential, commercial, County facilities, and Transfer Station management.

The Agreement provides the contract terms and conditions including a complete description of the services requested, including a Scope of Services. It also describes public education and outreach requirements for the initial start-up operations and ongoing operations; operations, equipment, and personnel; billing, customer service, and reporting; franchise fees and other fees; Contractor's compensation and rate setting; insurance and performance bond; and performance standards and liquidated damages.

#### 3.1.1 Exclusivity of Collection Services

Contractor will have exclusive rights to collect:

- Residential, multi-family and commercial solid waste and recyclable material from within the service area.

Limitations to the Contractor's exclusive rights are described in Article 4.2 of the Agreement.

#### 3.1.2 Responsibilities of Contractor

Contractor will be responsible for the following, pursuant to the requirements of the Agreement:

1. Collecting solid waste and recyclable materials generated by and placed for collection by customers of Contractor's services and management of Transfer Station pursuant to requirements of Article 5.
2. Transporting collected materials to the appropriate approved facilities pursuant to the requirements of Article 6.
3. Performing all other services required by this Agreement including, but not limited to, customer billing, public education, customer service, record keeping, and reporting pursuant to Article 8.
4. Furnishing all labor, supervision, vehicles, containers, other equipment, materials, supplies, and all other items and services necessary to perform its obligations under this Agreement.
5. Paying all expenses related to provision of services required by this Agreement including, but not limited to, taxes, licenses, regulatory fees (including fees and surcharges as applicable), and utilities; paying all expenses related to the operation, permitting, licensing, regulatory fees for all approved Facilities owned/operated by Contractor or Contractor's Affiliate; paying for all expenses related to changes in law at approved facilities owned/operated by Contractor or Contractor's affiliate; and, paying all expenses related to any construction, any land or facility improvements,

any repair and/or replacement of equipment and all other expected or unforeseen costs associated with all approved facilities owned/operated by Contractor or Contractor's affiliate.

6. Performing or providing all services necessary to fulfill its obligations in full accordance with this Agreement at all times using best industry practice for comparable operations.
7. Complying with all applicable laws.

## 3.2 Collection Services and Transfer Station Management

### 3.2.1 SFD Collection Services Arrangements

SFD is any dwelling unit or combination of up to 2 (two) dwelling units in the service area where each dwelling unit is designed or used for occupancy by one (1) family and carts are utilized for the accumulation and set out of solid waste. SFD collection service is **not mandatory**, however the service is **exclusive to the Contractor**. Residents will have the option to self-haul or to participate in franchise services. The default service levels are described below.

#### 1. Weekly Solid Waste Collection

Contractor will provide each SFD with a new, wheeled cart for automated collection of solid waste. The default service level will be a 96-gallon cart collected weekly. The Contractor must provide a 64- or a 32-gallon cart as a substitute depending on the customer's preference and need. No discount will be given for using a 64-gallon carts. 32-gallon Cart shall be offered at a reduced rate.

Customers may request additional carts as may be needed at an additional charge. Customers will be required to place the cart(s) curbside for collection. Residents may set out an additional one (1) cubic yard of containerized Waste material without extra charge, which is equivalent to six (6) thirty-two (32) gallon cans, bags, boxes or bundles. Each item shall not exceed fifty (50) pounds in weight or thirty-six (36) inches in length.

During inclement weather conditions, pickup scheduling may be adjusted and/or expanded to accommodate service needs created by the inclement weather. Proposer will include a plan to address the needs of communities including Virginia City, Gold Hill, Virginia City Highlands, Highlands Ranches and Virginia Ranches where inclement weather frequently impacts scheduled collection services. **The Contractor shall provide vehicles capable of serving all residential and commercial service location within Storey County, including during periods of inclement weather (e.g. snow, rain, mud and other weather impediments to service). This may require the Contractor to provide smaller vehicles (e.g. scout trucks, pickup trucks, flatbed trucks, or other vehicle).**

#### 2. Yard Service or Drive-In Services

Contractor will offer to service containers on private driveways as a service available at an additional charge. When a customer has requested yard service or drive-in service, the Contractor shall execute a Franchisee liability waiver form regarding any damage caused by Franchisee trucks. Franchisee will ultimately determine if the access is sufficient to safely service the property. If not, the customer will have to bring the container to a location per this Agreement that can be safely serviced by Franchisee. collection.

### 3. Recycling Collection

Contractor may offer SFD recycling subscription-based Recycling Collection services for additional rate. Other recycling collection services may be proposed, as an alternative proposal. The County is looking for the most reasonable costs for solid waste services, contract shall not offset recycling services in the solid waste rates.

### 4. Community Cleanup Residential Incentive

Each household in the county may access the transfer station in Virginia City and/or the Proposer's facilities, or combination thereof, three (3) times per year to dump at no-cost for each arrival up to three cubic yards of accepted solid waste in this Agreement at any time that the facilities are open for business. In addition to this, each Storey County household will be awarded three (3) vouchers per calendar year for this purpose. By January 1<sup>st</sup> of each year, Franchisor will be provided with 3,500 dump vouchers by Franchisee. As needed and upon written request by the Franchisor, Franchisee will provide Franchisor additional vouchers necessary to meet this section, but there shall not be more vouchers given than three for the number of households in the county. Franchisor will establish a process for distribution. New vouchers will be provided for each year of this Agreement, and those vouchers shall only be good for the respective year. Franchisee will have the right to reject customer usage at either facility in instances of a clear forgery or use by commercial customers. In addition to the locations stated herein, households may use their vouchers at the Dayton Transfer Station.

In addition to the provision about for Community Clean Up Services, Contractor shall provide the following:

- a) **Recycling Drop-Off** – Allow Storey County residents to drop off acceptable Recyclable Materials at the Virginia City Transfer Station. Additionally, the Contractor may provide other drop-off options as approved by the County. Those recyclables will change from time to time, which will change the types of products that are accepted for recycling and the ability to find a vendor that will recycle all items, i.e. batteries, motor oil, etc.
- b) **Extra Cleanup Incentive for Indigent Property Cleanup** – Provide Cleanup Incentives for indigent / nuisance cleanup, upon request of the County, to residents who are in court order nuisance abatement program, under county supervision and distribution, may receive additional vouchers beyond the three (3) per calendar year listed above.
- c) **Roll-Off Boxes for Indigent Property Clean Up** – Provide twenty (20) 40-yard roll off boxes per year for cleanup of indigent / nuisance properties, upon request of the County.

### 5. Annual Holiday Tree Recycling Collection

Franchisee will provide Holiday Tree collection as part of the base service, provided trees are cut in sections no larger than 3 feet. This service will be provided beginning the day after Christmas until January 15<sup>th</sup>.

#### 6. Senior Rate

- A. **Senior Rate.** The Franchisee shall charge a senior residential collection rate to eligible seniors, as set forth in Exhibit 1. The senior residential collection rate shall have an eligibility age of 65 years old, or older, and include the collection of a thirty-two (32) gallon can (without additional yardage) or sixty-four (64) gallon Cart of Solid Waste but does not include the one additional cubic yard of containerized Waste in the base level of service.
- B. **Low-Income Senior Rate.** Low-income senior citizens upon request shall pay a rate set at 75% of the established solid waste rate as set forth in Exhibit 1 for the customer owned 32-gallon service that does not include the additional cubic yard of service. The qualification requirements for the low-income senior citizen rates include all the following: (i) head of household; (ii) minimum of 65 years of age; and, (iii) an adjusted gross income for the household at or below one hundred-fifty (150) percent of the current Federal Poverty Guidelines for the 48 Contiguous States and the District of Columbia for the applicable size of family unit.

To demonstrate conformity with the qualification requirements, the Franchisee shall require applicants to complete an application form provided by the Franchisee and provide copies of photo identification showing proof of age and the first and second pages of Form 1040, U.S. Individual Income Tax Return for the previous calendar year, or other suitable documentation to verify household income.

Eligibility shall be granted for a specified period not to exceed two (2) years after which the Franchisee shall require applicant to re-certify as to their continued eligibility. The Franchisee shall require approved applicants to provide notification if and when their eligibility qualification status changes.

#### 7. Vacation Hold

Franchisee will offer SFD customers the option to request a vacation hold one (1) time per year for a minimum of one month. Proposer may include proposed terms for the Vacation Hold process, however the policy shall at a minimum offer one (1) vacation hold per year with no fee for the cessation and/or resumption of services. Vacation holds exceeding one (1) per year may be made available at an additional charge.

#### 8. Animal-Resistant Carts

Proposer shall provide pricing for optional animal-resistant carts as a service available at an additional charge for the County's consideration and potential inclusion in the final Franchise Agreement.

#### 9. On-Call Electronic Waste (E-Waste) Recycling Collection

Proposer will provide on-call e-waste (as defined in draft Agreement Article 1.37) collection service for SFD Customers, offered at an additional charge. Contractor is required to describe its methodology to provide on-call collection of e-waste (e.g., material types, customer set-out requirements, control mechanisms for spills and

contamination, and any limitations on allowable amounts) along with a fee per pick-up that would cover all program costs.

#### 10. On-Call Universal Waste Recycling Collection

Proposer will provide on-call universal waste recycling collection service, offered at an additional charge. Universal waste collection includes fluorescent lamps, cathode ray tubes, instruments that contain mercury, and batteries. Contractor is required to describe its methodology to provide on-call collection and recycling of universal waste (e.g., material types, customer set-out requirements, chain of custody documentation, and any limitations on allowable amounts) along with a fee per pick-up that would cover all program costs.

### 3.2.2 MFD Collection Services Arrangements

MFD are any residence in the Service Area with three (3) or more dwelling units, where each dwelling unit is designed or used for occupancy by one (1) family, including any flat, apartment, condominium, town home or other premises, other than a hotel or motel, including such premises when combined in the same building with business establishments, utilizing a common bin(s) for the accumulation and set-out of solid waste. When discussing solid waste or recycling collection service changes with customers, Contractor must provide a rate schedule to customers denoting all service levels and all possible frequencies of collection.

MFD Customers will be considered Commercial Customers for any services beyond those described in Section 3.2.2

#### 1. Solid Waste Collection

The Contractor will provide bins and/or debris boxes for collection of solid waste. Customers will have the opportunity to subscribe to the appropriate service level. Collection frequency will be at least once per week and up to six (6) times per week. Customers and Contractor will determine a mutually acceptable collection location. Solid waste collection service is **exclusive** for all service locations.

#### 2. Annual Holiday Tree Recycling Collection

Franchisee will provide Holiday Tree collection as part of the base service, provided trees are cut in sections no larger than 3 feet. This service will be provided beginning the day after Christmas until January 15<sup>th</sup>.

### 3.2.3 Commercial Collection Services

Commercial customers include all retail, professional, office, wholesale and industrial facilities, other commercial enterprises offering goods or services to the public; organizations; and agencies other than County agencies. Contractor will be required to service carts, bins and roll-off boxes stored in customer's solid waste enclosure or other locations as requested by customer. When discussing solid waste or recycling material collection service changes with customers, Contractor must provide a rate schedule denoting all service levels and all possible frequencies of collection. Solid waste collection is exclusive to the Contractor for all service locations. **Solid Waste** Collection is **mandatory for TRI-Center** and areas within the McCarran area.

Construction and Demolition (C&D) Debris Services are subject to limitations set forth in the Solid Waste Agreement, Article 4.2.A – Construction and Demolition (C&D) Debris.



1. Solid Waste Collection

Contractor will provide carts, bins, and/or roll-off boxes for collection of solid waste. Customers will have the opportunity to subscribe to the appropriate service level. Collection frequency will be at least once per week and up to six (6) times per week. Customers and Contractor will determine a mutually acceptable collection location collection container location. Solid waste collection service is **exclusive** for all service locations.

2. Recyclable Materials Collection Offer of Service

Contractor will provide carts, bins, and roll-off boxes for collection of recyclable materials. Recycling collection may be made available at a minimum for: newsprint (including inserts); mixed paper (including magazines, catalogs, envelopes, junk mail, corrugated cardboard, brown bags and paper, paperboard, paper egg cartons, office ledger paper, and telephone books); aluminum beverage containers; pie tins; tin cans; bimetal containers; and #1 & #2 plastics. In order to prevent the contamination of recyclables, the Contractor will provide "restricted access" lids for recycling collection containers, as needed.

3. On-Call Bulky Item Collection

Contractor will provide on-call collection of bulky items from commercial customers using a method suitable for the commercial premises and agreed upon by the customer or property manager. Contractor will be required to separate and recycle all commodities that can be feasibly recovered. Commercial generators shall pay a separate fee in accordance with the rate approved by the County.

4. Optional Services for Commercial Customers

1. On-Call Electronic Waste (E-Waste) Recycling Collection

Contractor will provide on-call e-waste **(as defined in draft Agreement Article 1.37)** collection. Contractor is required to describe its methodology to provide on-call collection of e-waste (e.g., material types, customer set-out requirements, control mechanisms for spills and contamination, and any limitations on allowable amounts) along with a fee per pick-up that would cover all program costs.

2. On-Call Universal Waste Recycling Collection

Contractor will provide on-call universal waste recycling collection service. Universal waste collection includes fluorescent lamps, cathode ray tubes, instruments that contain mercury, and batteries. Contractor is required to describe its methodology to provide on-call collection and recycling of universal waste (e.g., material types, customer set-out requirements, chain of custody documentation, and any limitations on allowable amounts) along with a fee per pick-up that would cover all program costs.

### 3.2.4 County Services

County services will be provided at “no charge.” Collections will be scheduled at a time mutually agreed upon by the Contractor and the County. The cost of these services will be included in the overall rate structure to provide services to the other three sectors including SFD, MFD and Commercial. See Attachment 3 for a list of current County locations and service levels. Service locations and weekly collection service levels may change over the term of the Contract.

Franchisee will provide collection and disposal of all Solid Waste, without cost or charge, at all buildings, parks, "B" and "C" Street boardwalks and other facilities owned by Storey County which are open to the public and operating under normal conditions. Included in this service is the biohazard waste generated from the EMS operations of Storey County to the extent this material is permitted for disposal at the Transfer Station or Disposal Site. This service provided to Storey County shall not apply to the disposal of any form of Solid Waste from non-recurring service (e.g. construction project) waste that requires special handling or equipment Solid Waste resulting from natural disasters, businesses operating for profit on County properties under special licensing or franchise agreements, any special community event operated or sponsored by the County (except for "B" and "C" Street containers which shall still be collected), or any other types of extra-ordinary burdens for the removal of Solid Waste from property owned by the County. Included in this service will be to maintain the current service level at the four existing schools in Storey County (Hillside Elementary School, Hugh Gallagher Elementary School, Virginia City Middle School and Virginia City High School) without charge.

#### 1. Weekly Solid Waste Collection

Contractor will provide wheeled carts and bins for collection of solid waste. The County will have the opportunity to subscribe to the appropriate service level. Collection frequency will be at least once (1) per week and up to six (6) times per week.

#### 2. Weekly Recyclable Materials Collection

Contractor will, upon request of County Staff, provide recycling collection service at County facilities. Contractor will provide carts, bins and roll-off boxes for collection of recyclable materials.

#### 3. On-Call Bulky Item Service

During the term of this Agreement, Contractor shall provide bulky item collection service to County service units in the County.

#### 4. Special Event Collection Services

Contractor shall provide event boxes with lids featuring designated opening(s) for bottles and cans, wheeled carts, bins, and/or roll-off boxes to collect solid waste and recyclable materials at “no charge” for County-sponsored events that are open to the public and that do not require paid admission or the purchase of a ticket, including but not limited to two (2) Saturday events per year at three (3) locations per event for eight (8) hours per location per event. Recycling collection shall be requested at the discretion of the County. If Recycling collection is requested for any special event, signage indicating “Recycling” will be clearly visible on the designated container. Upon request, Contractor will assist the venue and event organizers with developing recycling plans and reporting data. When requested by event organizers, solid waste and recycling collection service will be provided for each venue or

event. A minimum of two (2) 40-CY boxes for solid waste and (1) 40 CY box for recyclables will be provided at each location at the start of each event and will be serviced throughout the day. Additionally, event organizers may request numerous carts to distribute throughout the event for use by patrons. Carts to be made available include standard cardboard event boxes with lids (18x18x34 or comparable), 64 and 96-gallon carts. Bins will be made available in sizes including 2, 3, 4, and 6 cubic yards. Roll-off box service will be made available in container sizes including 10, 20, 30 and 40 cubic yards. Collection frequency will be provided as required by the event organizer.

5. Illegal Dump Site Service

On an annual basis, Franchisee will provide at up to six clean up services for Franchisor where illegally dumped waste in the County has been located. Each service will be limited to 30 yards. Items weighing more than 200 pounds are excluded, as are materials which may not be accepted for disposal at the Franchisee disposal facilities. Franchisor will make arrangements for clean up by providing Franchisee with at least seven days advance notice of the need for a cleanup. The area to be cleaned up must be accessible by Franchisee's equipment. If a location is discovered that covers a large area, the Franchisor will collect the material and deliver it to a dedicated location for clean up by Franchisee.

6. Disaster Relief.

In the event of a natural disaster or other County emergency, Franchisee shall use commercially reasonable efforts to provide assistance to Franchisor in the form of equipment, labor, and disposal services, at rates as identified in Exhibit 1. Emergency contingencies may occur where in order to protect the health and safety of the public the County deems it necessary to permit and/or contract with other entities, companies or services to collect, transport or dispose of solid waste resulting from an emergency and/or disaster.

### **3.2.5 Virginia City Transfer Station Operation**

Proposers shall offer a detailed transfer station management plan. Franchisee will assign adequate personnel to operate the Virginia City Transfer Station. These personnel will be responsible for the operation of the Virginia City Transfer Station and any associated services.

The Virginia City Transfer Station shall provide services to both Storey County residents and businesses and the general public.

### **3.2.6 Material Processing, Diversion and Disposal Plan**

Contractors must include a material Processing Plan that demonstrates the Proposer's ability to arrange for the Disposal and/or processing of materials originating in the County for the term of the Agreement and any extensions thereof. The plan should identify any arrangements with facilities that will benefit the County in maintaining long-term rate stability. Prior to selection, the Contractor will be required to produce proof of all arrangements described in its offer. Contractors should indicate the per-ton processing costs and tonnage guarantees they will offer the County. All separated materials delivered to the Transfer Station such as Solid Waste and Recycling shall be kept separately and transferred to permitted landfills for Solid Waste and approved recycling processing facilities for Recyclable Materials.

### 3.2.7 Other Collection Service Considerations

This Section presents service considerations required by Contractor that were not specified in Sections 3.2.1 through 3.2.6.

1. Provide public education to residents and businesses. A detailed description of Contractor's public education responsibilities is provided in Article 5.10 of the Agreement.
2. Provide customer service and billing service as necessary to fulfill its obligations. Contractor shall maintain offices and customer call center staff within Reno, Sparks, and Carson City area.
3. Furnish all labor, supervision, collection vehicles, collection containers, other equipment, materials, supplies, and all other items and services necessary to perform its obligations.
4. Be solely responsible for paying all expenses related to the provision of services including, but not limited to, taxes, regulatory fees, host fees, business license fees, utilities, etc.
5. Be solely responsible for the impact of any changes in law to the operation of the Contractor's facility, including financial and operational impacts.
6. Provide all services in a thorough, safe and professional manner.
7. Contractor shall be responsible for ensuring that its customers consistently receive a high level of customer service and responsiveness.
8. Comply with applicable laws, regulations, and ordinances.

### 3.2.8 Limitations of the Scope of Exclusive Agreement

Proposers should refer to Article 4.2 Limitations to the Scope of DRAFT Solid Waste Agreement in the Draft Agreement.

- Article 4.2.A – Construction and Demolition (C&D) Debris.
- Article 4.2.B – Recyclable Materials.
- Article 4.2.C – Self-Hauled Materials.
- Article 4.2.D – Source Separated Materials.
- Article 4.2.E – Materials Removed by Customer's Contractor as Incidental Part of Services.
- Article 4.2.F – Source Separated White Goods, Bulky Items, etc.
- Article 4.2.G – Hazardous Waste. Hazardous Waste regardless of its source; and,
- Article 4.2.H – Contractor Requested Solid Waste.

## 3.3 Customer Rate Arrangements

This section provides a description of rate arrangements and fees that will apply to all four service sectors. The rate schedules establish the maximum rates that may be charged.

### **3.3.1 SFD Rate Arrangements**

The County will maintain an integrated SFD rate structure that covers weekly solid waste. Contractor may propose SFD recycling materials collection services as an integrated component of solid waste, or as a separate offer of service for an additional rate, or in any combination of integrated and optional service(s).

Contractor may offer SFD recycling subscription services and may propose alternative recycling collection services.

### **3.3.2 MFD and Commercial Rate Arrangements**

The County will maintain a rate structure that includes separate fees for the collection of solid waste and recyclable materials. A volume-and-frequency based rate structure will be used.

The County will accommodate third party recycling collection in accordance with Article 4.2.B Limitations To The Scope Of Exclusive Agreement – Recyclable Materials.

### **3.3.3 County Services**

The County's facilities services shall be provided free of charge.

### **3.3.4 Special Services Charges**

Contractor's proposed rate schedule shall include all charges for special services, such as: (1) locked container charges; (2) accessing locked container enclosures; (3) moving containers to a collection vehicle; (4) steam cleaning containers (excluding carts) more frequently than one time per year as requested by the customer; (5) additional residential solid waste cart monthly service rate; etc. Please see the Agreement for more details on situations in which special service charges apply.

### **3.3.5 Fees**

Article 9 of the Agreement provides details on the specific fee(s) to be paid and remitted to the County. The franchise fees are calculated as a percentage of gross receipts.

## **3.4 Public Education and Outreach**

All public education activities will be conducted by the Contractor. Contractor shall be responsible for ensuring that its customers consistently receive a high level of customer service and responsiveness. Contractor shall prepare an annual public education plan and meet with the County or the County's representative to review the plan. The County shall have the right to review all promotion materials and implementation of the promotion strategy. A detailed listing of Public Education and Outreach requirements can be found in Article 5.10 of the Agreement.

### **3.4.1 Contractor Responsibilities**

Contractor will be required to provide the following services:

1. Distribute public education and outreach materials during roll-out of the new collection services program.

2. Public education strategy and development of materials to support roll-out of new collection services.
3. Develop, produce and distribute an information packet to each new customer throughout the Contract term. This packet shall: describe available services, including available recycling services; provide instructions for proper use of the carts and bins provided (such as how to place carts or other permitted items for Collection, the types of materials that may be placed in each cart); detailed holiday Collection schedules; and, provide billing and customer service telephone numbers. This packet shall contain updated information on how to use Containers, when, where and how to place solid waste for Collection, and who to contact with service or billing questions, and for bulky item Collection.
4. Develop, produce and distribute public education and promotional materials to MFD and Commercial accounts at inception of the new program and during the term of the Agreement, including all outreach and education materials necessary to implement any recycling collection programs.
5. Deliver set-out correction notices during the term of the Agreement.
6. Include within its bills any inserts produced and provided by the County.
7. Provide at the request of the Customer, Spanish translations of written communication (packets, billing inserts, website content, etc.) to meet the needs of County SFD, MFD and Commercial Customers.

#### **3.4.2 Contractor Liaison**

To achieve a high level of customer service, Contractor shall dedicate a management-level employee on staff to serve as liaison for the County. The liaison shall be the County's primary point-of-contact regarding all aspects of the franchise agreement including, but not limited to, the service transition, the implementation of all County services, the resolution of customer issues, all reporting, all periodic meetings with County staff, all public education and outreach and any other aspect of contract implementation.

Proposer must include the following in its proposal:

1. A job description for the Liaison and reporting structure
2. The resume of the designated Liaison (This must include the individual's resume, years of experience, and professional references.)
3. Notice shall be given to the County of any change of the designated Liaison within five (5) days.

### **3.5 Requirements for Operations, Equipment and Personnel**

Article 7 of the Agreement details specific requirements related to operations, equipment and personnel. Contractor shall always comply with Applicable Laws and provide services in a manner that is safe to the public and the Contractor's employees. A summary of some of the requirements follows below.

### 3.5.1 Operations

Unless otherwise authorized by the County, Contractor's days and hours for collection operations shall be as follows:

- A. Collection from residential premises shall only occur between the hours of 6:00 a.m. and 6:00 p.m., Monday through Friday and between 7:00 a.m. and 6:00 p.m. Saturday except Holidays; provided that the Parties may otherwise agree with respect to permitted times on Holidays. Sunday Services shall be provided as necessary to fulfil post-event collection at Special Events held on Sundays.

### 3.5.2 Equipment

#### 1. Vehicles

Contractor shall provide a fleet of collection vehicles sufficient in number and capacity to efficiently and safely perform the work required by the Agreement in strict accordance with its terms including all applicable laws and regulations. Contractor shall have available sufficient back-up vehicles for each type of collection vehicle used to respond to scheduled and unscheduled maintenance, service requests, complaints, and emergencies. All such vehicles shall have watertight bodies designed to prevent leakage, spillage, or overflow. Hoppers shall be enclosed on top and on all sides to prevent material from leaking, blowing or falling from the vehicles. Each collection vehicle shall be equipped with a shovel and broom for clean-up of spillage. Collection vehicles shall never be loaded to exceed the manufacturer's recommended weight limit or otherwise operated unsafely or in violation of any applicable law.

Contractor will provide detailed information regarding the number of each type of collection vehicle to be used, along with the name of the manufacturer, age of the vehicle, and vehicle specifications. The County specifies neither the technology nor the fuel type but requires that residential and commercial collection vehicles be fully compliant with state and local requirements and regulations throughout the term of the contract.

#### 2. Containers

The Contractor will provide **new carts**. Bins may be used if in good condition and if they meet all the standards. Contractor will provide detailed information regarding the type of carts to be used, along with the name of the manufacturer and specifications. Carts shall have a minimum of a 10-year manufacturer warranty. Contractor will also provide alternate pricing and specifications for the use of animal-proof carts if provided to all customers as part of standard service, as well as pricing for the optional use of animal-proof carts and bins to be paid by participating customers. Pricing information should include replacement guidelines and responsibilities for broken carts. Refer to Draft Agreement, Article 7.10.C-2 Container Requirements for replacement requirements.

### 3.5.3 Personnel

Contractor shall furnish such qualified drivers, mechanical, supervisory, customer service, clerical, and other personnel as may be necessary to provide the services required by this Agreement in a safe and efficient manner. Contractor shall designate at least one (1) qualified employee as the County's primary point of contact with Contractor who is principally responsible for collection operations and resolution of service requests and complaints.

Contractor shall use its best efforts to assure that all employees who interact with customers present a neat appearance and conduct themselves in a courteous manner. Contractor shall not permit its employees to accept, demand, or solicit, directly or indirectly, any additional compensation, or gratuity from members of the public.

The County places a high priority on the retention of employees currently providing services within the County. Proposer shall declare its intent to offer or not offer employment to eligible employees of the current Contractor.

#### **3.5.4 Local Purchasing Preference**

Contractor shall, throughout the term of the Agreement, give preference to purchasing materials and supplies used in connection with the Agreement from local vendors within the County or State, and in that order of preference. At a minimum, Contractor shall purchase the following items from local vendors: vehicle supplies (including, by way of example, but not limited to fuel, fluids, tires, parts, etc.) only if the Contractor's operation and maintenance yard is in the County; printing and publishing services for all public education and outreach materials; uniforms, safety clothing/equipment, and work boots; and office supplies.

### **3.6 Billing, Customer Service, Record Keeping and Reporting**

Article 8 of the Agreement details specific requirements related to billing, customer service, record keeping, and reporting. A summary of some of the requirements follows below.

#### **3.6.1 Billing Services**

Contractor shall provide billing services for all customers in the Service Area, including all Residential Properties, Multi-Family Properties and Commercial Properties. Contractor shall: (i) bill all customers in the Service Area, including all SFDs, MFDs, and Commercial Properties at the rates permitted in this Agreement; (ii) maintain accurate billing and payment records; and (iii) bill customers on the following schedule or as otherwise approved by the County:

- Each Residential customer shall be billed no less frequently than quarterly, in advance.
- Each Multi-Family and Commercial customer shall be billed monthly, in advance.

Service Recipients' bills shall be itemized showing the charges for each classification of services. The Contractor and the County or the County's Representative shall agree on the format of the invoice prior to the Contractor initiating billing services.

Contractor's website shall provide customers with the ability to pay their bills through an electronic check or credit card and include the ability for customer billings to be automatically charged on a recurring basis. The proposer shall describe the company's web-based billing system. Contractor shall promote the website-based billing and payment system on all paper bills sent to customers. Contractor shall prepare, mail, and collect bills from customers who decline to use such internet-based billing system. Contractor shall make arrangements to allow customers to pay bills by cash, check, electronic check, money order, and credit/debit card.

#### **3.6.2 Customer Service**

Contractor shall always be in compliance with Article 8.6 of the Agreement and with the provisions of the customer Service Plan included in Contractor's Proposal. Contractor shall revise, modify



and otherwise update such Plan throughout the term as it deems necessary, or as reasonably requested by the County.

1. Office Location and Hours

The Contractor shall maintain an office that provides telephone access to residents and businesses of the County and is staffed by trained and experienced customer service representatives (CSRs). Such office shall be equipped with sufficient telephones so that all collection service-related calls received during normal business hours are answered by an employee within five (5) rings; shall have responsible persons in charge during collection hours; and shall be open during normal business hours, which are currently 8:00 a.m. to 5:00 p.m., Monday through Friday, except for Holidays. Office hours may be adjusted at the discretion of Contractor only after appropriate notification is provided to all customers and provided that offices are open for business at least eight (8) hours per day Monday through Friday, except for Holidays. The Contractor shall provide either a telephone answering service or a mechanical device to receive customer inquiries during those times when the office is closed. Calls received after normal business hours shall be addressed the next morning the office is open. Contractor shall maintain publicly accessible office and staff call center in the **Reno, Sparks, and Carson area.**

2. Local Telephone Number and Equipment

Contractor's principal office shall be accessible by a local (toll-free to customers) telephone number at least during the office hours specified in Article 8.6 of the Agreement. The telephone number shall be listed under Contractor's name in the local telephone directory and as appropriate on collection vehicles and containers. The Contractor shall have sufficient equipment in place and staff to handle the volume of calls experienced on the busiest days and such telephone equipment shall record the responsiveness (including, by way of example, but not limited to call hold-time, abandoned calls, etc.) to calls. An answering machine or voicemail service shall record customer calls and voice messages during hours the office is closed, or outside times calls are not being answered.

3. Emergency Telephone Number

Contractor shall maintain an emergency telephone number for use outside Contractor's office hours. The emergency telephone number shall be listed as an emergency number under Contractor's name and under the County in the local telephone directory. Contractor shall have a representative, or an answering service to contact such representative, available at Contractor's emergency telephone number during all hours other than Contractor's office hours.

4. Bilingual/TDD Service

Contractor shall always maintain the capability of responding to telephone calls in English and Spanish. Contractor shall always maintain the capability of responding to telephone calls through Telecommunications Device for the Deaf (TDD) Services. These capabilities shall be maintained for both the local telephone number and the emergency telephone number.

5. Website

Contractor shall develop a comprehensive website specific to the County's Service Area which fully explains and effectively promotes the collection service options offered to its customers.

The website shall contain the full approved rate schedules as well as any other information that may be helpful to the County and customers in successfully participating in the **recycling program (where applicable)**. The website shall also allow customers to submit inquiries, complaints and queries.

#### 6. Service Requests, Compliments, Complaints

Contractor shall be responsible for the prompt and courteous attention to, and prompt and reasonable resolution of, all customer service requests and complaints. Contractor shall record in a separate computerized log, approved as to form by the County, all complaints, noting the name and address of complainant, date and time of complaint, nature of complaint, and nature and date of resolution (e.g. missed pickups, blocked containers, non-collection due to weather events, container replacements, unacceptable waste, and other such items). The Contractor shall retain this log for the term plus three (3) years after its expiration or earlier termination. Upon request by the County, Contractor shall compile and submit a summary statistical table of the complaint log.

Contractor shall respond to all complaints received within twenty-four (24) hours, weekends and Holidays excluded. If a complaint involves a failure to Collect materials from a premises in the County, Contractor shall Collect the material in question within twenty-four (24) hours of receipt of the Complaint, provided that Generator has properly placed materials for collection.

#### **3.6.3 Record Keeping and Reporting**

Contractor shall submit to the County quarterly and annual reports as described in Article 8.9 of the Agreement. Unless otherwise required in Article 8.8 of the Agreement, Contractor shall retain all records and data required to be maintained by this Agreement for the term of this Agreement plus three (3) years after its expiration or earlier termination. Records and data shall be in chronological and organized form and readily and easily interpreted. Upon request, any such records shall be retrieved in a timely manner by Contractor and made available to the County or the County's Representative. Contractor shall maintain adequate record security to preserve records from events that can be reasonably anticipated such as a fire, theft, flood and an earthquake. Electronically -maintained data and records shall be protected and backed-up.

### **3.7 Contractor Implementation Plan**

Contractor shall provide a detailed implementation plan describing the Contractor's approach to facilitating a smooth transition to new contract services. This service transition plan must clearly describe the company's ability to implement the services in accordance with the provided schedule (inserted upon award and execution of contract). This description should include, but not be limited to:

1. A timeline showing the duration and completion date of major milestone events such as vehicle procurement if not proposing used vehicles; container purchase, assembly and distribution; personnel hiring and training; customer service and billing database development and implementation; administration; public education; etc.
2. Assumptions regarding the participation of County staff.
3. Identification of common problems that can occur in service initiation and strategies for preventing or managing such problems.

4. Procedure for residential and commercial customers to select container size(s) and service frequency.
5. Contingency plans for all aspects of implementation.

### **3.8 Alternative Proposals**

Proposer may provide one or more alternative proposals in addition to the requested proposal. The County is not obligated to evaluate or select alternative proposals. Alternative proposals will be considered by the County if the County concludes that the alternative proposals warrant evaluation and analysis. **Alternative proposal(s) will not be considered from proposers that do not respond to this Request for Proposals in its entirety, as written.**

## **SECTION 4 - RFP POLICIES, CONDITIONS, AND PROCESS**

### **4.1 Rights Reserved by the County**

The County reserves the right, in its sole discretion, to pursue any or all the following actions regarding this RFP process:

- Issue addenda and amend the RFP and Agreement.
- Request additional information and/or clarification from Proposer.
- Extend the deadline for submitting proposals.
- Withdraw this RFP.
- Reject proposals that do not fully comply with the requirements detailed in this RFP, its attachments, addenda, or clarifications.
- Reject incomplete proposals; proposals containing errors, inconsistencies, false, inaccurate, or misleading information; proposals submitted after the deadline; or, proposals with other process or content errors or deficiencies.
- Amend the Municipal Codes of County.
- Award a proposal based on a combination of its qualitative and quantitative attributes.
- Take other actions the County deems are in the best interest of the County, and residents and businesses in the County service area.
- Negotiate changes in the services proposed and/or described in the RFP or to incorporate programs proposed by others.

### **4.2 General RFP Requirements**

This RFP shall not be construed by any party as an agreement of any kind between the County, Proposer(s), and other parties.

This RFP does not oblige the County to accept any proposal, negotiate with any Proposer, award an Agreement, or proceed with the development of any project or service described in response to this RFP. The County has no obligation to and shall not compensate any Proposer for its expense of preparing its proposal and participating in this procurement process.

Please note that the County's procurement of franchised collection services is not subject to State bidding laws, and the County does not intend to cause the current RFP process to become subject to such bidding laws or regulations.

The County shall have the right (but not the obligation) to perform a review of each Proposer's ability to perform the work required. Each Proposer must agree to cooperate with such a review. Such cooperation by Proposer shall apply to the verification of the Proposer's capability and experience in the provision of services and any other component of work that may be required under this procurement.

The County, and its consultants, will be conducting reference checks on Proposers that will involve contacting jurisdictions currently or previously served by Proposer, as well as contacting regulatory agencies involved in oversight of Proposers' facilities. In addition, the County, or its consultants, may research Proposers' past performance by reviewing litigation history, regulatory actions, highway driving

records, criminal investigations and recycling history. The Proposer's submission of a proposal shall constitute an agreement to cooperate with the County's review.

Unless a submitting Proposer takes specific exception in accordance with the procedure set forth in Section 5.6, submission of a proposal shall constitute acknowledgement and acceptance of all the terms and conditions contained in this RFP and the Agreement including all addenda or amendments issued by the County as per the process provided in this RFP.

Submittal of a proposal signifies the submitting Proposers' commitment to provide the proposed services if selected. In addition, all aspects, conditions and components of proposals submitted shall be valid for two years. Proposals may not be altered after submittal, except in response to the County's request for clarification.

### 4.3 Code of Conduct

#### 4.3.1 Proposer Code of Conduct

Proposer is required to sign and notarize the Proposer Code of Conduct (Attachment 2). The code of conduct for Proposers: (i) prohibits ex parte communications with County elected officials or staff member; (ii) prohibits giving any gift or monetary compensation to County elected officials, staff member or consultants; and, (iii) prohibits collusive activities with other potential Proposers.

If a Proposer does not sign the code of conduct or violates the code of conduct, the County has the right to disqualify the Proposer from this RFP process. The code of conduct shall be signed and notarized and submitted to the County in accordance with instructions provided in Section 5.8.1. **Please note: the Proposer Code of Conduct is required to be submitted at the Pre-Proposal Meeting.**

### 4.4 Proposal Submittal Process

Proposer shall follow the proposal submittal process as outlined below.

#### 4.4.1 Step One – R.S.V.P to Attend Pre-Proposal Meeting

Proposer must submit notification to the County of its intention to attend the mandatory pre-proposal meeting. Proposer must email notification to:

CM@sloanvazquez.com

This notice of intent to attend the pre-proposal meeting must be submitted by the date and time provided in Section 1.4, RFP Schedule.

**Proposers must submit a signed Proposer Code of Conduct at the Pre-Proposal Meeting,** as described in Sections 4.3.1 and 5.8.1 of this RFP.

#### 4.4.2 Step Two – Mandatory Pre-Proposal Meeting

The mandatory pre-proposal meeting will be held remotely via Zoom. The Zoom link will be provided to proposers that RSVP to attend the pre-proposal meeting.

Attendance at this meeting is mandatory for all companies intending to submit a proposal. The County will NOT accept proposals from companies that do not attend the pre-proposal meeting.

#### 4.4.3 Step Three – Submittal of Written Questions

The County directs Proposers to submit all questions and requests for information in writing directly to the email address listed in Section 4.4.1. The deadline for submitting written questions and requests for information is provided in Section 1.4, RFP Schedule.

Written responses to questions will be provided to all eligible Proposers. In the event of any inconsistencies between oral responses provided at the pre-proposal meeting and written responses subsequently issued, the written responses must be used for preparing proposals.

#### 4.4.4 Step Four – Proposal Submittal

Proposer shall submit one (1) signed original and two (2) complete copies in three-ring binders and according to the deadline provided in Section 1.4, RFP Schedule. In addition, the Proposers are required to submit a flash drive containing:

- An electronic copy of all completed cost proposal forms (including, by way of example, but not limited to, those provided in Attachment 7 of the RFP) formatted for Microsoft Excel;
- An electronic copy of the Agreement, noting all requested changes in redline/strikeout, in Microsoft Word format; and,
- A complete PDF of the proposal (excluding financial statements, if confidential).

These items shall be placed and submitted in a sealed package. All pages shall be consecutively numbered; although, each section may start with a new page number if proceeded with the section number, such as Page 2-1 for the first page of Section 2.

The package shall be clearly labeled:

PROPOSAL FOR STOREY COUNTY FRANCHISED COLLECTION SERVICES

FROM:

Name of Proposer:

Address:

Contact Person:

Telephone Number:

E-mail:

The proposal may be mailed, or hand delivered to:

LOCATION

ATTN: NAME

Proposals received late will not be considered. Postmarks will not be accepted as proof of receipt.

1. **Surety.** Each proposal must be accompanied by surety made payable to “Storey County” in the amount of **\$10,000.00 (Ten Thousand and 00/100ths Dollars)** and in the form of a certified check, cashier’s check, or bid bond. The surety shall be submitted with the proposal in a separate, clearly labeled envelope. The purpose of the surety is to guarantee that the successful Contractor will execute an Agreement with the County. If the selected Contractor does not execute the Agreement within 30 calendar days after receiving notice of the award of Agreement, the County shall keep the surety to offset the potential cost associated with identification of an alternate service provider and schedule delays and the County has the right to pursue additional and reasonable costs incurred in this event. Checks and bonds will be returned to all Proposers no later than ten calendar days after the County has executed the Agreement with the successful Contractor. If no selection is made within one year of the submission of proposals, each Proposer may demand their proposal surety be returned; however, the County reserves the right to eliminate proposals from such companies from further consideration.

#### **4.4.5 Step Five – Clarification of Proposal Information**

Proposer may be asked to clarify information through written communications, interviews or during site visits of each Proposer’s offices, customer service center, corporation yard, maintenance facilities, transfer facilities, and/or processing facilities. The County reserves the right to conduct in-person interviews with one or more Proposers.

#### **4.4.6 Step Six – Selection of Recommended Contractor and Negotiation of Final Agreement**

The County and/or its consultants will recommend a preferred Contractor(s) for consideration by the **County Commissioners**. Once the **Commissioners** approve selection of a final Contractor then final negotiation will take place for the Agreement. Except at the sole discretion of the County, all negotiations with the Proposer will be limited to the Proposer’s recommended alternative Agreement language contained in their proposal.

#### **4.4.7 Schedule**

The schedule of events presented in this Section 4.4 is summarized in Table 1-2 in Section 1.

### **4.5 Limits on Disclosure of Proposals**

The County has determined that the public interest will be best served if proposals submitted in response to this RFP are not made available for review by other companies participating in the competitive selection process. For that reason, proposals (and materials submitted during subsequent meetings and discussions with County staff) will not be made available to other Proposers or the public generally any earlier than the date on which County staff issues to the **County Commissioners** a company recommended for final consideration/negotiation. At that point, the County may release the portion(s) of the proposal(s) that have not been identified as entitled to confidential treatment as containing trade secrets. Alternatively, public release may be deferred until the **County Commissioners** has executed a contract with the selected company.

In accordance with NRS 332.061, The following procedures will be followed for the disclosure of proposals:

1. Materials which a Proposer considers as proprietary information entitled to limitation on disclosure must be clearly marked on each page as "CONFIDENTIAL".
2. If the County receives a request to review and/or copy materials submitted by any Proposer, it will decline to release those materials marked "CONFIDENTIAL".
3. If the person submitting the request files a legal action against the County seeking its release, the County will notify the affected Proposer(s) and will not oppose a motion by such Proposer(s) to intervene in the action. The Proposer(s) must either intervene or agree to pay the County's legal expenses in defending the action, including fees, if any, awarded to the plaintiff. Absent such an agreement, the County will have no obligation to defend the action and may release the information sought without any liability whatsoever.
4. No Proposer may, directly or through an intermediary, employ a public records request to obtain access to non-confidential materials submitted to the County by other Proposers prior to the execution of the agreement for this contract.
5. No Proposer will seek damages against the County or recovery of its attorneys' fees from the County because of any dispute related to the release or withholding of information submitted in response to this RFP.



## SECTION 5 - SUBMITTAL REQUIREMENTS

Section 5 includes the required proposal outline, and a description of the specific information Proposers must include. Proposer must provide the information specified in this section as part of its proposal. Failure to provide all the required information may be grounds for rejection of a proposal.

Proposer does not need to reiterate the service requirements of the Agreement in their proposal. However, Proposer is requested to focus on describing how it plans to provide the services regarding routing strategies, collection methods, and equipment selection. Furthermore, if a Proposer has presented information for one type of service that is the same for another type of service, Proposer can refer to its previous description rather than reiterating the discussion in its proposal. For example, if SFD solid waste and recyclables collection vehicles are the same, the vehicle description can be provided once for the solid waste service and then referenced for the recyclable materials collection service.

### 5.1 Proposal Outline

Proposer shall present its proposal in accordance with the outline provided in Table 5.1. The RFP section that contains specific information that must be provided by Proposers for each of the required section of the proposal is provided for reference. Additional information or data relevant to the proposal is optional and must be included by Proposer as proposal attachments.

**Table 5-1 Proposal Outline**

	<u>Required Proposal Section</u>	<u>Reference RFP Section</u>
i.	Title Page	N.A.
ii.	Cover Letter	5.2
iii.	Table of Contents	N.A.
ES	Executive Summary	5.3
1.	Company Description	5.4
	A. Business Structure	5.4.1
	B. Experience	5.4.2
	C. Service Initiation Experience	5.4.3
	D. Existing Management & Customer Service Systems	5.4.4
	E. Key Personnel	5.4.5
	F. Past Performance Record	5.4.6
	G. Financial Information	5.4.7

	<u>Required Proposal Section</u>	<u>Reference RFP Section</u>
2.	Proposal for Requested Services	3.0 and 5.5
	A. SFD Services	3.2.1
	B. MFD Services	3.2.2
	C. Commercial Services	3.2.3
	D. County Services	3.2.4
	E. Virginia City TS Operating Plan	3.2.5
	F. Processing, Diversion and Disposal Plan	3.2.6
	G. Public Education and Outreach	3.4
	H. Requirements for Operations, Equipment and Personnel	3.5
	I. Billing, Customer Service, Record Keeping and Reporting	3.6
	J. Contractor Implementation Plan	3.7
	K. Alternative Proposals	3.8
3.	Exceptions to the RFP and Agreement	5.6
4.	Cost Proposal	5.7
	A. Base Cost Proposal	5.7.1
	B. Alternative Cost Proposals	5.7.2
5.	Other Proposal Forms	5.8
	A. Proposer Code of Conduct	5.8.1

## 5.2 Cover Letter

The cover letter shall clearly identify the legal entity or entities submitting the proposal and state whether each is a sole proprietorship, partnership, corporation, LLC, or joint venture. The cover letter shall be signed by the designated representative authorized to bind Proposer. Proposer shall acknowledge receipt of any addenda issued as part of this RFP process.

Cover letters shall contain a written statement affirming that the contractor is ready, willing, and able to provide all services in accordance with the terms and conditions set forth in the RFP and Draft Agreement.

## 5.3 Executive Summary

Proposer shall provide an executive summary to introduce its proposal and highlight any unique aspects of its approach to providing service to the County.

## 5.4 Company Description

### 5.4.1 Business Structure

Proposer shall include the following in its proposal:

1. Confirm that Proposer is authorized to do business in Nevada.
2. Identify the legal entity that would execute the Agreement. State whether each entity is a sole proprietorship, partnership, corporation, LLC, or joint venture. Describe in detail the

relationship of the Proposer to the executing entity. If the Proposer is a joint venture, describe where the entities have collaborated before.

3. State the number of years the entities have been organized and doing business under this legal structure. Proposal must include all the names of company's (and executing entities if different than company's) owners/stockholders with greater than a 10% holding of the company's total assets.
4. Identify other businesses with ownership by principals and/or management.
5. Proposer shall describe all services to be performed by subcontractors and identify each subcontractor by name. Proposer shall describe any current or past working relationship with the subcontractor(s) in the past five years.
6. Proposer shall declare its intent to offer or not offer employment to eligible employees of the current Contractor.

#### **5.4.2 Collection Experience**

Proposer shall describe experience serving jurisdictions (preferably serving jurisdictions of similar or larger size and similar demographics to the County). Proposer's description for each comparable jurisdiction shall include:

1. The name of the jurisdiction where the services were provided, commencement date of services and term of the agreement.
2. The services provided (including, by way of example, but not limited to solid waste collection, recyclable materials, yard rubbish materials collection, and other unique collection programs such as e-waste or household hazardous waste).
3. The name, address, and telephone number of the jurisdiction representative responsible for administering the agreement.
4. The number of residential customers according to SFD and MFD designations, number of Commercial customers, according to cart, bin and other and County customers served; tons collected, diverted, and disposed annually; and, the type and number of vehicles dispatched per day for each of the services provided.

#### **5.4.3 Service Initiation Experience**

The County is interested in learning about each Proposer's experience with implementation of new franchise agreements in which the Proposer replaced the existing Contractor or initiated new collection services that required the distribution of carts. Include a minimum of three reference projects for which the Proposer has initiated a new collection contract and/or new collection services. For each reference program, the description shall include:

1. List ALL service transitions performed for municipal agencies, school districts, and other governmental organizations during the past five (5) years.
2. The name of the jurisdiction where the services were provided, commencement date and term of the agreement.
3. The service initiation performed, whether initiation of a new franchise agreement or initiation of a new service and length of time to complete.

4. The name, address, and telephone number of the jurisdiction representative responsible for administering the agreement.
5. The number of residential and commercial customers served; tons collected annually; and the type and number of vehicles dispatched per day for solid waste, recyclable materials, and/or yard rubbish material collection services.
6. Description of how the company handled the specific requirements for the procurement of vehicles and personnel; training of personnel; billing and fee collection services; determination of routes and operating procedures; delivery of containers; public education; and the preparation of procedures to ensure a smooth transition from one company to another and/or one type of service to another.
7. Identification of problems that occurred during the initiation of the new contract and solutions implemented to solve the problem(s).

#### **5.4.4 Existing Management and Customer Service Systems**

Proposer shall describe the management systems and customer service systems its company uses to manage inquiries and complaints received from residential and commercial customers. If the Proposer uses different systems for different communities, then the Proposer shall provide a separate description of no more than three systems. The description of the management systems and customer service systems shall include, at a minimum:

1. The name, type of equipment, and software used to maintain routing and customer service information.
2. Management procedures for managing inquiries and complaints and procedures used to minimize complaints (including, by way of example, but not limited to missed pick-ups, noise, spills, etc.).
3. Description of system capability and/or procedures to ensure timely accessibility of information by jurisdictions served.
4. Description as to approach to establishing call center and shall identify the location of the proposed call center.
5. Indication as to whether the system is used company-wide or for select jurisdictions (listing which jurisdictions).
6. Description of how the customer service information interfaces with route data and billing data.
7. Explain how communications will occur between company's operations with a minimum feedback loop between customer service, billing, collection operations, and recycling staff. Describe how the customer service information system interfaces with routing and billing systems.
8. Description of procedures used to satisfactorily respond to, record, and report common customer complaints such as: missed pick-ups; spills and litter resulting from collection; collection schedule changes; broken or missing containers; improperly prepared set-outs; noise complaints; traffic and sidewalk obstruction during collection; and, safety around collection vehicles during operations.

9. Description of how the company measures customer service about the call center's responsiveness and accuracy of responses, as well as the quality of collection service. Identify specific performance metrics or targets your company tracks. Provide actual reports for at least three jurisdictions that document the actual performance level against your targets including, at a minimum, average hold times of the customer service call center and missed pick-ups.

10. Identify the website that its customers use to obtain customer rates and service information, and to submit inquiries or complaints. Provide website address.

#### **5.4.5 Key Personnel**

Provide an organizational chart for key personnel and job descriptions indicating the qualifications and experience of key personnel the Proposer would assign to: (1) the transition team; and, (2) the ongoing management of the services provided under the Agreement. Specify the amount of time each individual will provide the services specified in the Agreement. Provide names, emails and phone numbers of municipal references that have worked with the key proposed management team members. At a minimum, key personnel shall include the general manager, controller, operations manager, route manager(s), customer service manager, maintenance manager and/or other personnel with similar titles.

#### **5.4.6 Past Performance Record**

1. Criminal Proceedings. Describe any criminal proceedings in which the Proposer, any affiliate of the Proposer, and/or any director or officer of the Proposer or affiliate (with respect to their actions in such capacity), and any individual identified as Key Personnel in the Proposal has been named as a defendant that are either currently pending or were concluded within the past five years. For each proceeding, provide the name of the case, the court in which it was filed, the docket number, and the disposition.

2. Civil Litigation. Describe any lawsuit in which the Proposer or any affiliate of the Proposer has been named as a defendant or cross-defendant, either currently pending or were concluded within the past five years. For each lawsuit, provide the name of the case, the court in which it was filed, the docket number, and the disposition. Lawsuits which involved only claims for personal injury or property damage arising from vehicle accidents which resulted in defense verdicts or in judgments against defendant, or settlements, of less than \$5,000, need not be disclosed.

3. Administrative Proceedings. Describe any administrative proceedings involving the Proposer or any affiliate initiated by federal, state or local regulatory agencies (including, by way of example, but not limited to the United States Environmental Protection Agency, the Nevada Division of Environmental Protection, the Nevada Highway Patrol, the Nevada Department of Motor Vehicles, the Nevada Employee Management Relations Board, the Nevada Department of Industrial Relations, the Nevada Department of Transportation, the Nevada Division of Water Resources that are either currently pending or were concluded within the past five years. For each, provide the name of the agency, the office or District in which the proceeding occurred, the nature of the proceeding, the disposition, and the amount of any fines or penalties assessed.

4. Payment of Liquidated Damages. List each jurisdiction in Nevada and/or within 200 miles of Storey County (including, by way of example, but not limited to County, county, or municipality) and within 200 miles of Storey County which has assessed liquidated damages against the Proposer or any affiliate of the Proposer within the past five years in an amount greater than \$10,000. For each jurisdiction, list the amount of liquidated damages paid and the event initiating contractual liability for liquidated damages.

5. Worker Safety. For the Proposer, and any affiliate of the Proposer, provide information detailing its worker safety record for the past five years. The information shall include employee safety metrics commonly used in the industry including but not limited to the number of hours lost for individual injuries per employee and workers' compensation insurance ratios.

6. Customer Service. For the Proposer, and any affiliate of the Proposer, provide information detailing deficiencies in compliance with contractually stipulated customer service requirements for the past five years. The information shall include a description of the areas of customer service that were not complied with, the duration and scope of the non-compliance, and how the Contractor addressed and/or resolved the problems.

Proposers may limit information requested in Items 2, 3, 5 and 6 to civil lawsuits, administrative proceedings, worker safety records, and customer service deficiencies to those arising out of the Proposer's (and its affiliates') operations and facilities in Nevada and/or within 200 miles of Storey County.

Note: The term "Affiliate" as used in this RFP is defined in Article 1.1 of the Agreement.

#### **5.4.7 Financial Information**

1. Financial Statements. Submit audited financial statements for the most-recently completed fiscal year for the legal entities that would execute the Agreement. If Proposer is a new entity, the proposal must include statements from the majority owners' existing business entities. All such statements are to be prepared in accordance with Generally Accepted Accounting Principles applied on a consistent basis and shall be audited in accordance with Generally Accepted Auditing Standards and shall include a statement by the chief financial officer of the entity described in the Agreement that there has been no material adverse change in such condition or operations as reflected in the submitted balance sheet and income statements since the date on which they were prepared.

2. Financing Plan. Describe the plan for financing all capital requirements (including, by way of example, but not limited to those listed in Attachment 7, Cost Proposal Forms) in a "Sources and Uses of Funds" format, which describes the sources of required capital (including, by way of example, but not limited to banks, leasing companies, cash reserves, etc.) and uses (including, by way of example, but not limited to property, trucks, equipment, containers, reserves, etc.).

### **5.5 General Collection Related Submittal Requirements**

Proposer shall describe how it plans to perform the collection services requested in Section 3 of this RFP and described in the Agreement. Information must separately address all four service sectors: SFD, MFD, Commercial, and County facilities. Proposer must explain any differences in the method of delivering the services, equipment used, and containers to be provided. The description shall also note differences in terms of routing strategies, collection methods, vehicles, collection crew size, etc. In addition, Proposer

must describe in detail why its technical approach to the services was chosen and its benefits to the County.

Proposer shall include, at a minimum, the following:

1. Routing strategy and productivity assumptions for SFD, MFD, Commercial and County facilities; discussion of special routing (if any) for collecting in narrow streets, courts, and alleys; and route productivity assumptions (in terms of SFD accounts per route per day and MFD/Commercial lifts per route per day) and where these productivity assumptions have been accomplished in other cities serviced by the Proposer.
2. Collection methodology (including, by way of example, but not limited to automated, semi-automated, one- or two-person crews, etc.), including discussion of special methods for collecting in any hard-to-service areas. This includes handling service areas during inclement weather conditions. Methodology will include the approach to adjusting and/or expanding pickup so as to accommodate the service needs, such as missed pickup service created by the inclement weather. Proposer will include a plan to address the needs of communities including Virginia City, Gold Hill, Virginia City Highlands, Highlands Ranches and Virginia Ranches where inclement weather frequently impacts scheduled collection services. This may require the Contractor to provide smaller vehicles (e.g. scout trucks, pickup trucks, flatbed trucks, or other vehicle).
3. Number of and description of the collection vehicles to be utilized (including, by way of example, but not limited to vehicle description, manufacturer and model number, cost, capacity, age, lease or ownership arrangements, etc.). Proposers are allowed to propose the deployment of new or used collection and support vehicles.
4. Manufacturer's specifications of containers to be utilized. New carts shall be provided for SFD and new or used bins may be provided for MFD/Commercial/County customers. Container requirements are described in Article 7.10 of the Agreement. Proposer shall supply complete technical data and manufacturing specifications on the specific carts and bins being used. Proposer must also provide a detailed user's list of other jurisdictions using the same make and model of cart. The County or its designee may use this information as a reference list regarding the quality of products and service records of the manufacturer.
5. For SFD, Proposer must present assumptions regarding the percentage of customers that will utilize franchise services, and of those, assumptions regarding the percentage of customers that will place materials curbside and factor in the anticipated number of customers eligible for Senior Citizen/Low Income Senior Citizen rates as described in Article 8.4 and 8.5 of the Agreement. Describe the basis for deriving these assumptions.
5. Details on the proposed transfer facility and/or recyclables materials processing facility. For each facility please provide the following: documentation that all existing permits and approvals are in place; documentation that the facility has sufficient capacity to process the materials from the County service area; description of how the materials will be delivered to the facility, either direct hauled or transferred with details on any transfer operations; rate per ton for each facility; and, one-way mileage from the service area (assume County Hall) to the proposed facility.

## 5.6 Exceptions to RFP and Agreement

The County expects that the successful Proposer(s) will execute a single Agreement with the County in substantially the same form as the draft Agreement (as it may be changed via Addendum during the RFP process).

Proposers are required to carefully review the Agreement before submitting proposals and are encouraged to have it reviewed by legal counsel. Proposers are also encouraged to submit written questions, or raise questions at the Pre-Proposal Meeting, about any provision in the Agreement not fully understood, which would appear to be inconsistent with other provisions or otherwise incorrect, or which may deter them from submitting a Proposal or significantly increase the cost of their Proposal.

If a Proposer is not willing to execute Agreements with the County because of specific provisions in the Agreement, it must identify each provision to which it takes exception (“objectionable provision”) in its Proposal. Each objectionable provision must be presented separately by stating the specific objectionable provision, the suggested changes, if any, to the objectionable provision, the program or services related to the objectionable provision, and the reason for the needed change to the objectionable provision. If Proposers submit suggested changes to the Agreement language related to objectionable provisions, they must identify the specific dollar change in each of the affected cost items, as proposed by the Proposer in response to this RFP, which would take place if the suggested change was accepted by the County. Proposers should note that if suggested changes are proposed or objectionable provisions identified, all required information as set forth above must be submitted. Suggested changes or objections to provisions, without providing the required information, will not be considered. Proposers should also note that the submittal of suggested changes to the Agreement or objections to provisions does not obligate the County to revise the terms of the Agreement as published in this RFP, including such revisions as may be issued by the County during the RFP process.

The number, nature and materiality of objectionable provisions and suggested changes to the Agreement will be considered in evaluating proposals.

## 5.7 Cost Proposal

Proposer shall follow the instructions provided below for preparation of the cost proposal. All elements described are required to be submitted except for the alternative cost proposals.

Proposers are to prepare base cost proposals for eight (8) year and ten (10) year contract terms as requested in Section 5.7.1 solely on the program specifications set forth in the RFP documents without considering any exceptions or alternatives.

The proposal assumptions, operating statistics, and cost proposal information submitted by Proposer will be evaluated to determine the reasonableness of the Contractor’s compensation requirement and will serve as a baseline for establishing Rate Year One Contractor’s compensation and future adjustments to Contractor’s compensation. The cost proposal shall be firm and valid for a period of one year from the submittal date of the proposal.

Within 14 days of request by the County, the selected Contractor shall revise the cost proposal forms and submit adjusted proposed costs that shall reflect any alternative programs which will be included in the scope. These “adjusted proposed costs” will be included in the executed Agreement. The County may request additional detailed cost and operating assumptions to fully understand the adjusted cost proposal and verify its reasonableness.



### **5.7.1 Base Cost Proposal**

Proposer shall be required to submit a complete set of cost forms for the Base Cost Proposal. When Proposers complete the Base Cost Proposal for the core programs (Forms provided as Attachment 7), proposals shall be made based on the following assumptions:

1. All collection services and transfer station management described in the Agreement shall be included in the scope.
2. The provision of the collection services and transfer station management shall be governed by the terms and conditions of the Agreement.
3. New services shall commence December 1, 2024.
4. For the purposes of preparing the cost proposal, please specify the processing fee to be charged for recyclables materials. Please breakout the processing fee to reflect transportation costs/ton and the actual tipping fee or rebate charged at the processing facility.
5. For the purposes of preparing the cost proposal, the number of accounts and container lifts to be serviced by Contractor shall be as specified on the designated Cost Proposal Form. The account data provided on the cost forms is actual 2022 data.
6. For the purposes of preparing the cost proposal, the tonnage collected by the Contractor shall be that specified on the designated Cost Proposal Form.
- 7.
8. Proposers shall propose annualized costs associated with implementation of the new collection services. The Proposer shall estimate one-time implementation costs, annualize the costs over eight (8) and ten (10) years, and present the annualized costs. The annualized implementation costs shall assume full implementation of new services on December 1, 2024. These implementation costs shall be allocated on the designated Cost Proposal Forms.

### **5.7.2 Alternative Cost Proposals**

Proposer may present, at its option, alternative cost proposals. If the Proposer prepares an alternative cost proposal, they are still required to submit a Base Cost Proposal. These alternative proposals are proposals that are different than the base cost proposals. The alternative cost proposals shall be based on the technical description provided by the Proposer pursuant to Section 3.8 of this document.

If a Proposer chooses to present an alternative proposal for a collection strategy other than that discussed in the RFP or Agreement, Proposer is required to submit an additional, complete set of the Cost Proposal Forms provided as Attachment 7, documenting an alternative cost proposal. Forms shall clearly indicate "Alternative Proposal for \_\_\_\_\_" on each page of the alternative cost proposal.

## **5.8 Other Proposal Forms**

### **5.8.1 Proposer Code of Conduct**

Each Proposer shall complete and submit the Proposer Code of Conduct Affidavit (Attachment 2). The Proposer Code of Conduct Affidavit shall be signed by the designated representative authorized to bind the proposing company and shall be submitted at the Pre-Proposal Meeting. Proposers may email a PDF version of the signed document to the email address provided in

Section 4.4.1 to meet the deadline and concurrently mail the original, signed Code of Conduct to the address provided in Section 4.4.4.

## **5.9 Additional Information**

Additional information or data relevant to the proposal is optional and may be included by a Proposer as an attachment to the proposal.

## SECTION 6 - PROPOSAL EVALUATION PROCESS

This section describes the proposed process for evaluating proposals and selecting the Contractor. Section 6.1 describes the evaluation process for the contract award recommendation to the County Commissioners. Section 6.2 presents the evaluation criteria. Note that the County reserves the right to modify this process in any way and at any time during the RFP and Contractor selection process.

### 6.1 Proposal Evaluation Process

#### 6.1.1 Evaluation and Selection Process

A detailed evaluation of the proposals will be conducted, and the proposals will be ranked. A comparative description of the proposals and evaluation results will be prepared. The evaluation and recommendation will be presented to County of Commissioners. The County Commissioners will review the recommendation and approve that recommendation or form an alternative recommendation.

#### 6.1.2 Evaluation Tasks

The following tasks will be completed as part of the evaluation process.

- Review of all proposals received for compliance.
- Analysis of financial capabilities of companies.
- Reference checks.
- Evaluation of reasonableness and competitiveness of cost proposals.
- Request for clarification information from the Proposer.
- Rating of proposals using a quantitative method based on the criteria presented in Section 6.2.
- Ranking of proposals using the established evaluation criteria.
- Preparation of a report including the comparative summary of proposals, the evaluation results and rankings.

During the process, Proposer will be required to attend any interviews, allow site visits, and give presentations to the County if requested and as applicable.

### 6.2 Evaluation Criteria

Proposals will be numerically scored and ranked using the criteria and weighting described in this section. The scores assigned will reflect the extent to which criteria are fulfilled relative to other proposals.

The evaluation criteria and maximum score that can be achieved for each criterion is presented in Table 6-1.

**Table 6-1 Evaluation Criteria and Weighting**

<b>Evaluation Criteria</b>	<b>Weighting</b>
Responsiveness to RFP	Pass/Fail
Company Experience	15%
Company Financial Ability	10%
Service Approach	25%
Cost Proposal	40%
References	10%
Number and Materiality of Suggested Changes to Agreement	Noted

The County reserves the right to act in the best interest of its residents and businesses, including the right to reject a proposal that is given the highest quantitative scoring in the evaluation process if the proposal is not in the best interest of residents and businesses.

The potential factors that may be considered when developing the score for each criterion are presented below.

#### **6.2.1 Responsiveness (Pass/Fail)**

Proposer must be fully compliant with the RFP and procurement procedures as demonstrated by submittal of all elements required by Sections 3 and 5 of this RFP; full completion of all cost proposal forms required in Section 5.6; compliance with process guidelines presented in Section 4; and adherence to the code of conduct signed by the Proposer.

#### **6.2.2 Company Experience**

1. Collection Experience. Demonstrated experience of company providing the requested or similar services to other jurisdictions. If the Proposer is a joint venture, demonstrated experience of parties working together.
2. Service Initiation Experience. Demonstrated experience of company's ability to implement new collection services and new franchise agreements and obligations that are like the County services in comparable sized communities.
3. Management and Customer Service Systems. Demonstrated capabilities of the company's existing management and customer service systems' abilities to track and monitor contract compliance, quality of collection service, and call center responsiveness and to report data required (see Article 8 of the Agreement). In the event the company proposes use of a new or modified system, the extent to which such system has the potential to meet the County's needs and contract requirements will be evaluated.
4. Key Personnel Qualifications. Extent and relevance of the qualifications and experience of key personnel proposed for the transition team and on-going management of the County's collection operations.

5. Past Performance Record. Review of company's history with litigation and regulatory action (including, by way of example, but not limited to nature of past and pending civil, legal, regulatory, and criminal actions; history and nature of payments of liquidated damages); regulatory compliance related to equipment and facilities including compliance with land use permits, storm water discharge permits, state highway requirements, etc.).

#### **6.2.3 Company Financial Ability**

1. Financial Stability. Financial strength and ability of company to acquire equipment and provide financial assurance of performance based on review of its audited financial statements and its proposed financing plan and the relationship of the County's Agreement to the company's total annual revenues.

#### **6.2.4 Service Approach**

1. Collection Approach. Reasonableness and reliability of the proposed collection methods (including, by way of example, but not limited to technology, equipment, and containers); reasonableness of productivity and operating assumptions including, by way of example, but not limited to number of routes, route drivers, route hours, stops per route, and other operating statistics), if applicable; and reasonableness of assumptions.
2. Transfer Station Management. Plan for Transfer Station management as required by the County.
3. Collection Facilities. Plan for providing the facilities needed for equipment storage and parking, maintenance, and administration. Level of assurance provided, if any, about site acquisition and timely development of necessary facilities if not proposing an existing, operational and permitted facility.
4. Public Education and Promotion Program. Compatibility of the proposed education program, staffing level, and program ideas with the needs of the County and the requirements of Article 5.10 of the Agreement; and, the quality of public education samples relative to other Proposers.
6. Employee Retention Plan. Whether or not Proposer intends to offer an employee retention plan to maintain employment of current Contractor's employees providing service to Storey County.
7. Implementation Plan. Reasonableness of implementation schedule and ability to meet deadlines (including, by way of example, but not limited to reasonableness of any equipment procurement schedules, implementation staffing levels, public education program, container/cart distribution, new corporation or maintenance yard development, contingency plans, etc.).
8. Capacity. Reasonableness and reliability of the proposed facilities for transfer, disposal and/or processing of solid waste and recyclable materials, including documentation of existing facility permitting/approvals and/or guarantee of sufficient capacity for tonnage from the County service area, and the reasonableness of proposed material transport plans.

9. Customer Service. Customer service approach, staffing levels, and County-specific training programs.
10. Billing System. Billing approach, and procedures for handling customer billing activities.

#### **6.2.5 Cost Proposal**

1. Reasonableness of Cost Proposals. Logical relationship between proposed costs and operational assumptions for the base cost proposal.
2. Competitiveness of Cost Proposals. Cost competitiveness relative to other proposals.

#### **6.2.6 References**

1. Jurisdiction Satisfaction. Satisfaction of company's references with the services received in the past 10 years (including, but not limited to, implementation, customer service, call center, billing, payment of fees, reporting, and the handling of contractual issues).

#### **6.2.6 Number and Materiality of Suggested Changes to Agreement**

The number, nature and materiality of suggested changes to the Agreement will be considered in evaluating proposals.

#### **6.2.7 Alternative Technical Proposals**

The County is not obligated to evaluate or select alternative proposals. Alternative proposals will be considered by the County if the County concludes, in its sole discretion, that the alternative proposals warrant evaluation and analysis. Such evaluation will consider the reasonableness and reliability of proposed collection methods, technology, equipment, and containers; and the reasonableness of productivity and operating assumptions (including, by way of example, but not limited to number of routes, route drivers, route hours, stops per route, and other operating statistics).

At the County's option, the reasonableness and competitiveness of one or more alternative proposal(s) may be evaluated.

**Attachment 1: Draft Franchise Agreement for Collection Services**  
***(Provided as separate document.)***

## Attachment 2: Proposer Code of Conduct

### PROPOSER CODE OF CONDUCT

Storey County is planning to request and receive proposals for Franchise Collection Services within the jurisdiction of Storey County.

Storey County has a desire to maintain a process free from any undue influence and the appearance of impropriety. The County prepared this "Proposer Code of Conduct".

A potential proposer ("Potential Proposer") is defined as any individual or entity involved in making a proposal to the County under the request for proposals ("RFP"). Each Potential Proposer is individually responsible for ensuring compliance with the following Code of Conduct. The Potential Proposer's responsibility to comply with this Code of Conduct shall extend to the Potential Proposer's employees, agents, consultants, lobbyists, or **other** parties or individuals engaged for the purposes of developing or supporting the Potential Proposer's proposal.

**The Proposer Code of Conduct is presented below:**

#### 1. Ex Parte Communications Prohibited

From DATE until the execution of the Agreement with the selected Proposer, Potential Proposers are prohibited from having any verbal or written communications (ex parte contacts) with any **Commissioner** related to any matter related to the RFP process, except in the course of a legally noticed meeting of the **County Commissioners**, or any subcommittee of the Board, or in conjunction with an ex parte contact arranged by and involving the County staff and/or consultants. If any such unauthorized ex parte contact occurs, the **Commissioner** shall disclose its occurrence at the next meeting of the **County Commissioners** that next follows the said ex parte contact.

#### 2. Gift and Compensation Prohibited

From DATE until the execution of the Agreement with the selected Proposer, Potential Proposers are prohibited from giving any gift of any monetary value, or compensation of any kind to a **Commissioner** or any County staff member or consultant. Please be aware that any **Commissioner** who accepts such a gift or compensation may be subject to censure by the **County Commissioners**. Any County staff member who violates this policy may be subject to discipline including termination of services, and any consultant who violates this policy may be subject to termination of services. Any Potential Proposer who violates this policy as to gifts or compensation may be subject to disqualification by the **County Commissioners** from the RFP Process.

#### 3. Collusive Activities Prohibited

From DATE, until the execution of the Agreement with the selected Proposer, collusive activities among Potential Proposers are expressly forbidden and will likely result in immediate disqualification from the Collector Selection Process. If two or more Potential Proposers are developing a joint proposal, the Potential Proposers must notify Sloan Vazquez McAfee using the email provided in Section 4.4.1 no later than thirty (30) days prior to the deadline for submission of proposals. This notification will be kept confidential until after submission of all technical and cost proposals.

The following affidavit is submitted by Proposer as a part of this proposal:



The undersigned deponent, of lawful age, being duly sworn, upon his oath deposes and says: that he has lawful authority to execute the within and foregoing proposal; that he has executed the same by subscribing his name hereto under oath for and on behalf of said Proposer; that Proposer has not directly or indirectly entered into any agreement, express or implied, with any Proposer or Proposers, having for its object the controlling of the price or amount of such proposal or proposals, the limiting of the proposals or Proposers, the parceling or framing out to any Proposer or Proposers or other persons of any part of the agreement or any part of the subject matter of the proposal or proposals or of the profits thereof, and that he has not and will not divulge the sealed proposal to any person whomsoever, except those having a partnership or other financial interest with him in said proposal or proposals, until after the selection of the Contractor and completion of the RFP process.

Deponent further states that the Proposer has not been a party to any collusion among Proposers in restraint of freedom of competition; by agreement to make a proposal at a fixed price or to refrain from submitting a proposal; or with any County official or employee as to quantity, quality, or price in the prospective agreement; or in any discussions between Proposers and any Storey County official concerning exchange of money or other things of value for special consideration in the letting of an agreement; that the Proposer/Company has not paid, given or donated or agreed to pay, give or donate to any official, officer or employee of Storey County directly or indirectly, in the procuring of the award of agreement pursuant to this proposal.

#### 4. Submission of Code of Conduct

The signed, notarized Code of Conduct must be submitted as described in Section 4.3.1. Proposer Code of Conduct.

I declare under penalty of perjury of the laws of the State of Nevada that the foregoing is true and correct and that this Code of Conduct was executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2023 at \_\_\_\_\_.

SIGNED BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

Subscribed and sworn to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2023 at \_\_\_\_\_.

Notary Public My Commission expires:

## **Attachment 3: List of County Facilities and Storey Community Events**

### **List of County Facilities and Public Receptacle Locations**

#### **Storey County facilities that will be served at no-charge:**

- Storey County Courthouse, B Street, Virginia City
- Piper's Opera House, B Street, Virginia City
- Storey County Finance, B Street, Virginia City
- Storey County Public Works and Community Development, Toll Road, Virginia City
- Storey County Ice-House, Toll Road, Virginia City
- Storey County Jail and Justice Complex, State Route 341, Virginia City
- Storey County Justice of Peace and IT, C Street, Virginia City
- Storey County Fairgrounds, F Street, Virginia City
- Storey County Dispatch, E Street, Virginia City
- Storey County Freight Depot VC, E Street, Virginia City
- Storey County Freight Depot Gold Hill, Main Street, Gold Hill
- Virginia City Tourism Center, C Street, Virginia City
- Storey County Sheriff and DA offices, C Street, Virginia City
- Storey County Miner's Park, E Street, Virginia City
- Storey County Swim Center, Carson Street, Virginia City
- Community Chest Main Office, C Street, Virginia City
- Community Chest Community Center, Carson Street, Virginia City
- Storey County Mark Twain Community Center, Sam Clemens, Mark Twain
- Storey County Senior Center, E Street, Virginia City
- Storey County Senior Center, Peri Ranch Road, Lockwood
- Storey County Sheriff's Substation, Canyon Way, Lockwood

- Storey County Fire Station 71, C Street, Virginia City
- Storey County Fire Station 72, Cartwright Road, Highlands
- Storey County Fire Station 74, Canyon Way, Lockwood
- Storey County Fire Station 75, Peru Drive, McCarran (TRI)
- Storey County Government Complex, Peru Drive, McCarran (TRI)
- Storey County Cemetery, Carson Street, Virginia City
- C Street trash barrels used by the public on boardwalk, C Street, Virginia City
- B Street trash barrels used by public at Piper's Opera House and Courthouse, B Street, Virginia City
- Storey County School District
  - Hugh Gallagher Elementary VC, D Street
  - Virginia City Middle School VC, D Street
  - Virginia City High School VC, R Street
  - Hillside Elementary School, Lockwood, Peri Ranch Road

**Storey County Community Events requiring Trash Service  
(Article 5.9.F Special Event Collection Service)**

- Oyster Fry/St Patrick's Day
- Chili Cookoff
- Grand Prix
- Street Vibrations Spring
- 4th of July
- Hot August Nights
- Camel Races
- Street Vibrations Fall

## Attachment 4: Demographic Summary

The information presented below is for information purposes only. Each proposer should take whatever steps it believes are necessary to determine the actual service requirements of Storey County and understand service conditions in Storey County when preparing a proposal.

### Storey County

Storey County is located in the state of Nevada and is one of the fastest-growing economies in the state. In 2018, over 18,000 people were employed in the county. Technology, manufacturing and logistics are the main sectors. In 2010, manufacturing jobs were less than 500, increasing to over 11,000 by 2019, many of them making battery storage. Logistics jobs increased from 1,300 to 4,000 in the same period. In 2014, 5,000 people were working in the county, increasing to over 18,000 by 2018, mostly in the Tahoe Reno Industrial Center. The Tesla Gigafactory 1 has been constructed there.

According to the U.S. Census Bureau, the county has a total area of 264 square miles (680 km<sup>2</sup>), of which 263 square miles (680 km<sup>2</sup>) are land and 0.7 sq mi (1.8 km<sup>2</sup>) (0.3%) is covered by water. Its county seat is Virginia City.

According to the United States Census, population and housing estimates for the County are as follows:

**Population and Housing Data<sup>1</sup>**

Population	4,010 <sup>2</sup>
Housing Units	1,990
Occupied Housing Units	1,742
Vacant Housing Units	248
Persons Per Household	2.30

The data is intended only to provide a broad overview. The County asserts no claim as to its accuracy.

---

<sup>1</sup> Source: US Census Bureau Profile of General Population and Housing Characteristics: 2010

<sup>2</sup> US Census 2020 estimate is 4,104

## Attachment 5: Service Data

The County has obtained from the current Authorized Collector the following data regarding Service. The County neither warrants nor accepts responsibility for the accuracy of the information.

**Current Residential Curbside Customers: 1501**

### 2022 Annual Tonnage/Yardage

Type	Solid Waste	Recycling
Residential Transfer Station/Landfill Usage	828 yards	2772.8 yards
Commercial	128718.8 tons	3,4001 tons
Roll-Off		

### Current Commercial Cart/Bin/Compactor Solid Waste Service:

MSW Containers		CART / BIN / BOX Frequency								Compactor
Unit of Measurement	Container Size	On call	1	2	3	4	5	6	7	On call
Gallon	32		2			1		5		
Gallon	64		3							
Gallon	96	1	32	4	1	1		5		
Yard	2	1	12							
Yard	3		11							
Yard	4	3	27	4	4	1				
Yard	6		26	5						
Yard RO	14	7	2							
Yard RO	20	11	2				1			1
Yard RO	25									1
Yard RO	30	42	6	4	1				1	2
Yard RO	40	4	1							3
Yard RO	60	1								
<b>Grand Total</b>		<b>70</b>	<b>124</b>	<b>17</b>	<b>6</b>	<b>3</b>	<b>1</b>	<b>10</b>	<b>1</b>	<b>7</b>

## Attachment 5 (Cont.): Service Data

Recycle / C&D Containers		CART / BIN / BOX Frequency								COMP
Unit of Measurement	Container Size	On call	1	2	3	4	5	6	7	3
Gallon	32									
Gallon	64									
Gallon	96									
Yard	2									
Yard	3									
Yard	4		2							
Yard	6		2							
Yard	8	1	1							
Yard RO	14	2								
Yard RO	20	2								
Yard RO	25									
Yard RO	30	6	1							
Yard RO	40	3								1
Yard RO	60									
Grand Total		14	6	0	0	0	0	0	0	1

## Attachment 6: Current Rates

Standard Services	Rate Effective 12/01/2022	Quarterly Rate
<b>Cart Rates</b>		
1 32 Gal. Cart	\$18.39	\$55.17
2 32 Gal. Carts	\$23.87	\$71.61
1 can Plus cubic yard	\$26.55	\$79.65
1 64 Gal. Cart - No cubic yard	\$27.30	\$81.90
1 96 Gal. Cart plus cubic yard	\$30.34	\$91.02
1 64 Gal. Cart plus cubic yard	\$27.30	\$81.90
1 64 Gal. Senior Cart - no cubic yard	\$20.47	\$61.41
32- Gal. Low income Senior - no cubic yard	\$13.80	\$41.40
Special yard Service for disabled	\$0.00	\$0.00
Special yard Service	\$14.02	\$42.06
<b>Bear Container Services</b>		
Bear shed service (in addition to base service)	\$14.02	\$42.06
Bear cart service (customer owned)	\$0.00	\$0.00
Bear cart service (WM provided cart in addition to base service)	\$8.69	\$26.07
<b>Additional Containers</b>		
Additional Can	\$5.13	\$15.39
Additional 96 Gal. Cart	\$9.85	\$29.55
<b>Residential bin service (included initial delivery &amp; pick up)</b>		
4 yard container	\$141.84	
6 yard container	\$164.36	
<b>Residential roll off service (included initial delivery &amp; pick up)</b>		
14 yard open top container	\$313.56	
20 yard open top container	\$338.97	
30 yard open top container	\$459.64	
closed top containers are an additional	\$33.78	
<b>Ancillary Rates</b>		
Hard to service-less than 40 feet from roadway	\$18.49	\$55.47
Hard to service-less than 40 to 80 feet from roadway	\$32.14	\$96.42
Hard to service-greater than 80 feet from roadway	\$43.39	\$130.17
Bear cart replacement due to customer damage or negligence	\$301.22	
Excess above service level per item (weight limit 15lbs)	\$10.13	
Cart switch out fee	\$63.85	
Cart replacement fee as a result of customer damage	\$106.02	
NSF Charge	\$44.93	
Activation/Reactivation/all services	\$60.84	
Late Fee	2.5% or \$15.00 minimum	
Cart Replacement Fee (due to customer damage)	\$111.40	

Standard Services: Additional Bins are same rate as first bin	Rate Effective 12/01/2022
1 Yard - 1 x Week	\$131.34
1 Yard - 2 x Week	\$262.66
1 Yard - 3 x Week	\$393.97
1 Yard - 4 x Week	\$525.32
1 Yard - 5 x Week	\$656.64
1 Yard - 6 x Week	\$787.97
2 Yard - 1 x Week	\$182.39
2 Yard - 2 x Week	\$364.80
2 Yard - 3 x Week	\$547.17
2 Yard - 4 x Week	\$729.55
2 Yard - 5 x Week	\$911.95
2 Yard - 6 x Week	\$1,094.36
3 Yard - 1 x Week	\$216.21
3 Yard - 2 x Week	\$432.40
3 Yard - 3 x Week	\$648.59
3 Yard - 4 x Week	\$864.83
3 Yard - 5 x Week	\$1,081.04
3 Yard - 6 x Week	\$1,297.23
4 Yard - 1 x Week	\$256.74
4 Yard - 2 x Week	\$513.47
4 Yard - 3 x Week	\$770.23
4 Yard - 4 x Week	\$1,026.95
4 Yard - 5 x Week	\$1,283.70
4 Yard - 6 x Week	\$1,550.80
6 Yard - 1 x Week	\$425.67
6 Yard - 2 x Week	\$851.35
6 Yard - 3 x Week	\$1,277.01
6 Yard - 4 x Week	\$1,702.67
6 Yard - 5 x Week	\$2,128.36
6 Yard - 6 x Week	\$2,560.09
8 Yard - 1 x Week	\$497.45
8 Yard - 2 x Week	\$994.89
8 Yard - 3 x Week	\$1,492.34
8 Yard - 4 x Week	\$1,989.79
8 Yard - 5 x Week	\$2,487.24
8 Yard - 6 x Week	\$2,984.68

Commercial Recycling	Rate Effective 12/01/2022
4 Yard - 1 x Week (monthly rate)	\$233.63
6 Yard - 1 x Week (monthly rate)	\$387.35
8 Yard - 1 x Week (monthly rate)	\$452.67



Other Services	Rate Effective 12/01/2022
4 Yard Special - One time (Base Rate)	\$104.11
6 Yard Special - One time (Base Rate)	\$163.58
Overloaded bins per incident, per yard	\$43.06
Overloaded carts per incident, per bag	\$17.22
Vertical compactor per yard ( 2, 2.5, 3, 4 yard only)	\$43.06
Lock fee (one time charge for initial installation of lock)	\$143.53
Lock/enclosure fee (each service, per bin)	\$2.30
Extra pick-up per yard while at customer location	\$14.36
Recycling contamination per incident	\$109.08

Commercial Can Service: Additional Cans are same rate as first can	Rate Effective 12/01/2022
1 - 96 Gal Cart	\$40.87
1 - 32 Gal Can - 1 x Week	\$10.98
1 - 32 Gal Can - 2 x Week	\$20.65
1 - 32 Gal Can - 3 x Week	\$34.32
1 - 32 Gal Can - 4 x Week	\$48.12
1 - 32 Gal Can - 5 x Week	\$61.83
1 - 32 Gal Can - 6 x Week	\$75.54
2 - 32 Gal Can - 1 x Week	\$20.65
2 - 32 Gal Can - 2 x Week	\$47.99
2 - 32 Gal Can - 3 x Week	\$75.55
2 - 32 Gal Can - 4 x Week	\$102.93
2 - 32 Gal Can - 5 x Week	\$130.36
2 - 32 Gal Can - 6 x Week	\$157.77
3 - 32 Gal Can - 1 x Week	\$34.32
3 - 32 Gal Can - 2 x Week	\$75.32
3 - 32 Gal Can - 3 x Week	\$116.63
3 - 32 Gal Can - 4 x Week	\$157.73
3 - 32 Gal Can - 5 x Week	\$198.85
3 - 32 Gal Can - 6 x Week	\$239.95
4 - 32 Gal Can - 1 x Week	\$47.64
4 - 32 Gal Can - 2 x Week	\$102.68
4 - 32 Gal Can - 3 x Week	\$157.74
4 - 32 Gal Can - 4 x Week	\$212.55
4 - 32 Gal Can - 5 x Week	\$267.36
4 - 32 Gal Can - 6 x Week	\$322.18
5 - 32 Gal Can - 1 x Week	\$61.65
5 - 32 Gal Can - 2 x Week	\$130.02
5 - 32 Gal Can - 3 x Week	\$198.85
5 - 32 Gal Can - 4 x Week	\$267.35
5 - 32 Gal Can - 5 x Week	\$335.85
5 - 32 Gal Can - 6 x Week	\$404.39
6 - 32 Gal Can - 1 x Week	\$75.32
6 - 32 Gal Can - 2 x Week	\$157.34
6 - 32 Gal Can - 3 x Week	\$239.96
6 - 32 Gal Can - 4 x Week	\$322.17
6 - 32 Gal Can - 5 x Week	\$404.39
6 - 32 Gal Can - 6 x Week	\$486.62

<b>Commercial Ancillary Services</b>	<b>Rate Effective 12/01/2022</b>
NSF Charge	\$44.93
Activation/Reactivation/all services	\$60.84
Late Fee	2.5% or \$15.00 Min.
Cart Replacement Fee (due to customer damage)	\$111.40
Container clean/exchange	\$172.23

<b>Drop Box Services: MSW &amp; C&amp;D</b>	<b>Rate Effective 12/01/2022</b>
14 yard (Includes Disposal)	\$209.73
20 yard (Includes Disposal)	\$299.14
30 yard (Includes Disposal)	\$466.55
40 yard (Includes Disposal)	\$592.90
50 yard (Includes Disposal)	\$740.83
Rental per week charged daily after 7 calendar days if no load(s) - (Daily rate is the weekly rate divided by 7)	\$47.70
Delivery Fee	\$113.71

<b>Compactors: MSW</b>	<b>Rate Effective 12/01/2022</b>
10 yard (Includes Disposal)	\$275.81
20 yard (Includes Disposal)	\$726.72
25 yard (Includes Disposal)	\$984.45
30 yard (Includes Disposal)	\$1,224.67
Other Size Compactors (not listed above) Per Yard	\$30.57

<b>Roll Off Recycling</b>	<b>Rate Effective 12/01/2022</b>
14 yard roll off per haul	\$186.55
20 yard roll off per haul	\$266.06
30 yard roll off per haul	\$414.97
40 yard roll off per haul	\$527.35
50 yard roll off per haul	\$658.92
10 yard compactor per haul	\$295.33
20 yard compactor per haul	\$615.82
25 yard compactor per haul	\$658.92
30 yard compactor per haul	\$810.52
Other Size Compactors (not listed above) Per Yard	\$30.57

<b>Roll Off Ancillary Services</b>	<b>Rate Effective 12/01/2022</b>
NSF Charge	\$44.93
Activation/Reactivation/all services	\$60.84
Late Fee	2.5% or \$15.00 Min.
Container clean/exchange	\$172.23
Container relocation at customer request	\$143.53
Dig out fee (material gets stuck in container)	\$97.59

**Transfer Station Fees - Virginia City Transfer Station**

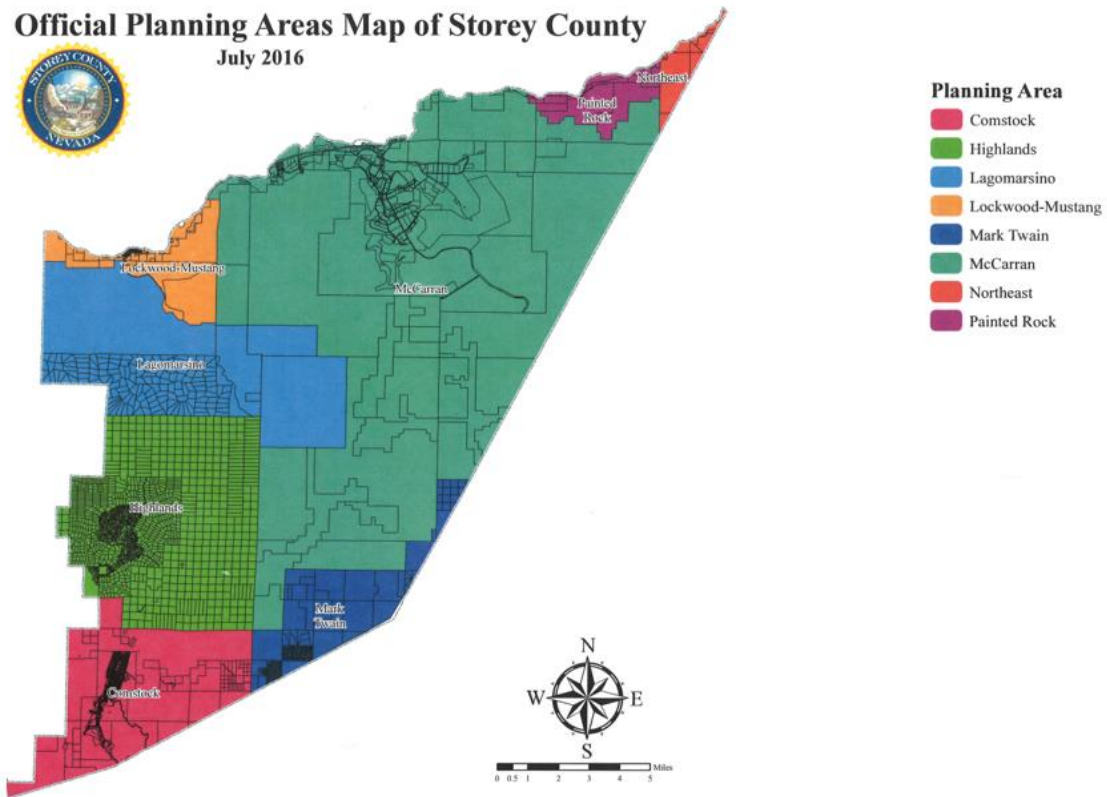
<b>Standard Services</b>	<b>Rate Effective 12/01/2022</b>
Minimum Charge	\$7.80
32-50 Gal Can each	\$2.29
50-64 Gal Can each	\$3.35
Passenger Tires each	\$6.06
Truck Tires each	\$9.33
Trash/Garbage per cubic yard	\$7.80
Demolition per cubic yard	\$17.56
Bulky per cubic yard	\$13.43
Freon Removal each	\$36.13
Recycling drop off of acceptable items*	\$0.00

\* Clean cardboard, Plastics 1 & 2, paper, batteries, used motor oil and antifreeze. E-waste will be accepted provided a vendor is available to service it

## **Attachment 7: Cost Proposal Forms**

***Cost proposal forms are provided as a separate Excel Spreadsheet to all companies that RSVP for the pre-proposal meeting.***

## Attachment 8: Storey County Map



**STOREY COUNTY, NEVADA**  
**DRAFT SOLID WASTE FRANCHISE AGREEMENT**

Executed Between Storey County, Nevada

and

---

This \_\_\_\_\_ day of Month, 20\_\_

# Table of Contents

## RECITALS 1

## ARTICLE 1: DEFINITIONS

	<b>2</b>
1.1 AFFILIATE	2
1.2 AGREEMENT	2
1.3 AGREEMENT YEAR	2
1.4 APPLICABLE LAW	2
1.5 APPROVED DISPOSAL FACILITY	2
1.6 APPROVED FACILITY	3
1.7 APPROVED RECYCLABLE MATERIALS PROCESSING FACILITY	3
1.8 BIN	3
1.9 BIOHAZARDOUS OR BIOMEDICAL WASTE	3
1.10 COUNTY COMMISSIONERS	3
1.11 BULKY ITEM	3
1.12 BULKY ITEM COLLECTION SERVICE	3
1.13 BUSINESS DAYS	4
1.14 CART	4
1.15 CHANGE IN LAW	4
1.16 COUNTY	4
1.17 COUNTY SERVICE UNIT	4
1.18 COUNTY WASTE	4
1.19 COLLECT, COLLECTED, COLLECTION	4
1.20 COMMERCIAL SERVICE WORK DAY	4
1.21 COMMENCEMENT DATE	5
1.22 COMMERCIAL, COMMERCIAL SERVICE UNIT	5
1.23 COMMERCIAL WASTE	5
1.24 COMPACTOR, COMPACTION	5
1.25 CONSTRUCTION AND DEMOLITION DEBRIS (C&D)	5
1.26 CONTAINERS	5
1.27 CONTRACTOR	5
1.28 CONTRACT ADMINISTRATOR	5
1.29 CONTRACTOR COMPENSATION	5
1.30 CONTRACTOR'S PROPOSAL	6
1.31 CUSTOMER	6
1.32 DAY	6
1.33 DISPOSAL	6
1.34 DISPOSAL FACILITY	6
1.35 DWELLING UNIT	6
1.36 EFFECTIVE DATE	6
1.37 ELECTRONIC WASTE, E-WASTE	6
1.38 ENVIRONMENTAL LAWS	6
1.39 EXEMPT WASTE	7
1.40 GENERATOR	7
1.41 GREEN WASTE	7
1.42 GROSS BILLINGS	7
1.43 HAZARDOUS SUBSTANCE	7
1.44 HAZARDOUS WASTE	7

1.45	HOLIDAYS	8
1.46	HOME GENERATED SHARPS	8
1.47	HOUSEHOLD BATTERIES	8
1.48	HOUSEHOLD HAZARDOUS WASTE (HHW)	8
1.49	LIQUIDATED DAMAGES	8
1.50	MATERIALS RECOVERY FACILITY (MRF)	8
1.51	MULTI-FAMILY, MULTI-FAMILY DWELLING (MFD), MULTI-FAMILY SERVICE UNIT	8
1.52	NON-COLLECTION NOTICE	8
1.53	PARTY, PARTIES	9
1.54	PERMITTED / LICENSED NON-FRANCHISED RECYCLING CONTRACTOR	9
1.56	PREMISES	9
1.57	PROCESSING	9
1.58	RATE YEAR	9
1.59	RECYCLABLE MATERIALS	10
1.60	RECYCLE, RECYCLING	10
1.61	RECYCLING DROP-OFF SITE	10
1.62	RESIDENTIAL, RESIDENTIAL PROPERTY	10
1.63	RESIDENTIAL SERVICE WORK DAY	10
1.64	RESIDUE	10
1.65	REUSABLE MATERIALS	10
1.66	ROLL-OFF BOX	10
1.67	SERVICE AREA	11
1.68	SERVICE LEVEL	11
1.69	SERVICE RECIPIENT	11
1.70	SINGLE-FAMILY, SINGLE-FAMILY DWELLING (SFD), SINGLE-FAMILY SERVICE UNIT	11
1.71	SOLID WASTE	11
1.72	SOURCE SEPARATED, SOURCE SEPARATION	11
1.73	SPECIAL EVENT COLLECTION SERVICE	11
1.74	STATE	11
1.75	SUBCONTRACTOR	12
1.76	TERM	12
1.77	TRANSFER STATION	12
1.78	UNIVERSAL WASTE	12
1.79	WHITE GOODS	12
<b>ARTICLE 2: REPRESENTATIONS AND WARRANTIES</b>		<b>12</b>
2.1	CONTRACTOR'S CORPORATE STATUS	12
2.2	CONTRACTOR'S CORPORATE AUTHORIZATION	12
2.3	AGREEMENT WILL NOT CAUSE BREACH	13
2.4	NO LITIGATION	13
2.5	NO ADVERSE JUDICIAL DECISIONS	13
2.6	NO LEGAL PROHIBITION	13
2.7	CONTRACTOR'S ABILITY TO PERFORM	13
2.8	CONTRACTOR'S INVESTIGATION	13
2.9	STATEMENTS AND INFORMATION IN CONTRACTOR'S PROPOSAL	14
<b>ARTICLE 3: TERM OF AGREEMENT</b>		<b>14</b>
3.1	INITIAL TERM	14
3.2	EXTENSION OF INITIAL TERM	14



3.3	OTHER PROVISIONS	14
<b>ARTICLE 4: GRANT AND ACCEPTANCE OF EXCLUSIVE AGREEMENT</b>		<b>14</b>
4.1	GRANT AND ACCEPTANCE OF EXCLUSIVE AGREEMENT	14
4.2	LIMITATIONS TO THE SCOPE OF EXCLUSIVE AGREEMENT	15
4.3	EXCLUDED SERVICES	16
4.4	EXCLUSIVITY	16
4.5	ENFORCEMENT OF EXCLUSIVITY	16
4.6	APPLICABLE LAW	17
4.7	OBLIGATIONS OF PARTIES	17
<b>ARTICLE 5: SCOPE OF COLLECTION SERVICES AND TRANSFER STATION MANAGEMENT</b>		<b>17</b>
5.1	SUMMARY SCOPE OF SERVICES	17
5.2	USE OF APPROVED FACILITIES	18
5.3	SUBCONTRACTING	19
5.4	RESPONSIBILITY FOR MATERIALS	19
5.5	COUNTY-DIRECTED CHANGES TO SCOPE	19
5.6	SINGLE-FAMILY DWELLING COLLECTION SERVICES	19
5.7	MULTI-FAMILY DWELLING COLLECTION SERVICES	21
5.8	COMMERCIAL COLLECTION SERVICES	23
5.9	COUNTY COLLECTION SERVICES	24
5.10	PUBLIC EDUCATION AND OUTREACH	26
<b>ARTICLE 6: PROCESSING AND DISPOSAL REQUIREMENTS</b>		<b>28</b>
6.1	OWNERSHIP OF SOLID WASTE AND RECYCLABLE MATERIALS	28
6.2	TRANSPORTATION OF DISCARDED MATERIALS	29
6.3	TRANSFER OF DISCARDED MATERIALS	29
6.4	DISPOSAL	30
6.5	RECYCLABLE MATERIALS PROCESSING SERVICES	30
<b>ARTICLE 7: REQUIREMENTS FOR OPERATIONS, EQUIPMENT AND PERSONNEL</b>		<b>30</b>
7.1	GENERAL	30
7.2	CONTRACTOR'S OFFICE	30
7.3	SERVICE STANDARDS	31
7.4	COLLECTION ROUTES, OPERATING HOURS AND SCHEDULES	31
7.5	COLLECTION STANDARDS	31
7.6	OWNERSHIP OF MATERIALS	32
7.7	EXEMPT WASTE	33
7.8	REGULATIONS AND RECORD KEEPING	33
7.9	VEHICLE REQUIREMENTS	33
7.10	CONTAINER REQUIREMENTS	35
7.11	LABOR AND EQUIPMENT	37
7.12	HOLIDAY SERVICE	38
7.13	DISPOSAL AND PROCESSING	38
7.14	SOLID WASTE - IMPROPER PROCEDURE	38
7.15	RECYCLING - IMPROPER PROCEDURE	39
7.16	COMMINGLING OF MATERIALS	39
7.18	PERSONNEL	40
7.19	HAZARDOUS WASTE INSPECTION AND HANDLING	41

<b>ARTICLE 8: BILLING, CUSTOMER SERVICE, RECORD KEEPING, AND REPORTING</b>	<b>42</b>
8.1 BILLING AND COLLECTION	42
8.2 DELINQUENT SERVICE ACCOUNTS	42
8.3 ACCOUNT SUSPENSION	42
8.4 SENIOR CITIZEN MAXIMUM SERVICE RATES	43
8.5 LOW-INCOME SENIOR CITIZEN MAXIMUM SERVICE RATES	43
8.6 NON-DISCLOSURE	43
8.7 NO MARKETING	43
8.8 CUSTOMER SERVICE STAFFING AND HOURS	44
8.9 CONTRACTOR'S CUSTOMER SERVICE	44
8.10 RECORD KEEPING	45
8.11 REPORTING REQUIREMENTS	46
8.12 AUDIT REQUIREMENT	46
<b>ARTICLE 9: FRANCHISE FEES AND OTHER FEES</b>	<b>47</b>
9.1 FEES	47
9.2 CONTRACTOR'S PAYMENTS TO COUNTY	48
9.3 ADDITIONAL FEES	48
<b>ARTICLE 10: CONTRACTOR COMPENSATION AND MAXIMUM SERVICE RATES</b>	<b>49</b>
10.1 CONTRACTOR COMPENSATION	49
10.2 MAXIMUM SERVICE RATES	49
10.3 INITIAL SERVICE RATES	49
10.4 SCHEDULE OF FUTURE ADJUSTMENTS	49
10.5 METHOD OF FUTURE ADJUSTMENTS	49
10.6 EXTRAORDINARY RATE ADJUSTMENTS	50
<b>ARTICLE 11: INDEMNIFICATION, INSURANCE AND PERFORMANCE BOND</b>	<b>51</b>
11.1 INDEMNIFICATION OF THE COUNTY	51
11.2 EVALUATION OF LIABILITY	53
11.3 HAZARDOUS SUBSTANCES INDEMNIFICATION	53
11.4 SEPARATE COUNSEL	53
11.5 CONSIDERATION	54
11.6 OBLIGATION	54
11.7 SUBCONTRACTORS	54
11.8 EXCEPTION	54
11.9 DAMAGE BY CONTRACTOR	55
11.10 SURVIVAL	55
11.11 INSURANCE	55
11.12 PERFORMANCE BOND	59
<b>ARTICLE 12: DEFAULT AND REMEDIES</b>	<b>60</b>
12.1 EVENTS OF DEFAULT	60
12.2 RIGHT TO TERMINATE UPON EVENT OF DEFAULT	61
12.3 COUNTY'S REMEDIES IN THE EVENT OF DEFAULT	62
12.4 POSSESSION OF RECORDS UPON TERMINATION	63
12.5 COUNTY'S REMEDIES CUMULATIVE; SPECIFIC PERFORMANCE	63
12.6 PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES	63
12.7 EXCUSE FROM PERFORMANCE	66

12.8	RIGHT TO DEMAND ASSURANCES OF PERFORMANCE	67
<b>ARTICLE 13: OTHER AGREEMENTS OF THE PARTIES</b>		<b>67</b>
13.1	LEGAL REPRESENTATION	67
13.2	FINANCIAL INTEREST	68
13.3	CONTRACTOR NOT OFFICER, EMPLOYEE OR AGENT	68
13.4	CONTRACTOR'S USE OF SUBCONTRACTOR	68
13.5	COMPLIANCE WITH LAW	69
13.6	GOVERNING LAW	69
13.7	LITIGATION	69
13.8	JURISDICTION	69
13.9	BINDING ON SUCCESSORS	70
13.10	ASSIGNMENT	70
13.11	NO THIRD-PARTY BENEFICIARIES	71
13.12	WAIVER	71
13.13	TRANSITION TO NEXT CONTRACTOR	72
13.14	CONTRACTOR'S RECORDS	72
13.15	NOTICE PROCEDURES	73
<b>ARTICLE 14: MISCELLANEOUS AGREEMENTS</b>		<b>73</b>
14.1	ENTIRETY OF AGREEMENT	73
14.2	SEVERABILITY	73
14.3	RIGHT TO REQUIRE PERFORMANCE	74
14.4	NON-DISCRIMINATION	74
14.5	ALL PRIOR AGREEMENTS SUPERSEDED	74
14.6	HEADINGS	74
14.7	EXHIBITS	74
14.8	REFERENCES TO LAWS	74
14.9	EFFECTIVE DATE	74
14.10	AMENDMENTS	75
<b>EXHIBIT 1: MAXIMUM SERVICE RATES</b>		<b>76</b>
<b>EXHIBIT 2: RATE ADJUSTMENT METHODOLOGY EXAMPLE</b>		<b>77</b>
<b>EXHIBIT 3: LIST OF COUNTY SERVICE LOCATIONS AND COMMUNITY EVENTS</b>		<b>78</b>
<b>EXHIBIT 4: APPROVED LIST OF RECYCLABLE MATERIALS</b>		<b>80</b>
<b>EXHIBIT 5: STOREY COUNTY MAP</b>		<b>81</b>
<b>EXHIBIT 6: INTER-LOCAL AGREEMENT WITH THE COMMUNITY OF LOCKWOOD</b>		<b>82</b>
<b>EXHIBIT 7: CONTRACTOR'S PROPOSAL</b>		<b>83</b>

This Solid Waste Franchise Agreement, hereinafter referred to as "Agreement," is made and entered into this \_\_\_ day of MONTH, 20\_\_\_, by and between Storey County, Nevada, hereinafter referred to as "County," and \_\_\_\_\_, a private corporation lawfully authorized to conduct business in the State of Nevada, hereinafter referred to as "Contractor" or "Franchisee." In this Agreement, the County and Contractor may be collectively referred to as the "Parties" and individually referred to as "Party."

## RECITALS

**WHEREAS**, this Agreement is entered into between the Parties heretofore named for the purpose of implementing a franchise for the Collection of Solid Waste, and defining the rights and obligations of the Parties;

**WHEREAS**, the County is a consolidated municipality and has authority under Nevada Revised Statutes ("NRS") 244.187(3) & NRS 268.081(3) to displace or limit competition for the Collection and Disposal of Solid Waste to provide adequate, economical and efficient services to the inhabitants of Storey County and to promote the general welfare of those inhabitants, and by granting this exclusive franchise intends to limit competition in the Collection of Solid Waste for the purpose of providing adequate, economical and efficient services to the residents of the County and to promote the general welfare of its residents;

**WHEREAS**, Contractor is a private entity that provides certain services in the solid waste industry, and which is capable of providing the County with Solid Waste handling services, and has further represented and warranted to the County that it has the requisite experience, responsibility, and qualifications to provide to the County's residents and commercial institutions services for the Collection, safe transport and permanent Disposal of all Solid Waste within the County;

**WHEREAS**, the County hereby declares its intention of maintaining reasonable rates for reliable, proven Collection, transportation, and Disposal of Solid Waste within the County;

**WHEREAS**, the County further declares its intent to approve and maintain the Maximum Service Rates for the Collection, transportation, Processing, Recycling, and/or disposal of Solid Waste;

**WHEREAS**, the Parties desire to enter into a wholly exclusive Agreement for the provision of Collection Services except as otherwise specifically provided or limited in this Agreement; and,

**WHEREAS**, this Agreement has been developed by and is mutually agreed to be satisfactory to the County and the Contractor;

**NOW, THEREFORE**, for and in consideration of the covenants and agreements herein contained and for other valuable consideration, the receipt of which is hereby specifically acknowledged, the Parties do hereby agree as follows:

## **ARTICLE 1: DEFINITIONS**

For the purpose of this Agreement, the definitions contained in this Article shall apply unless otherwise specifically stated. If a word or phrase is not defined in this Agreement, the definition of such word or phrase as contained in the Storey County Municipal Code of Ordinances shall control. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Use of the masculine gender shall include the feminine gender.

### **1.1 AFFILIATE**

"Affiliate" means all businesses, including, without limitation, corporations, limited and general partnerships and sole proprietorships, that are directly or indirectly related to the Contractor by virtue of direct or indirect ownership interest or common management. Such businesses shall be deemed to be "Affiliated with" the Contractor and included within the term "Affiliates" as used herein. An Affiliate includes: (i) a business in which the Contractor has a direct or indirect ownership interest; (ii) a business that has a direct or indirect ownership interest in the Contractor; and/or (iii) a business that is also owned, controlled or managed by any business or individual which has a direct or indirect ownership interest in the Contractor. For the purposes of this definition, "ownership" means ownership as defined in the constructive ownership provisions of Section 318(a) of the Internal Revenue Code of 1986, as in effect on the Effective Date, provided that ten percent (10%) shall be substituted for fifty percent (50%) in Section 318(a)(2)(C) and in Section 318(a)(3)(C) thereof; and Section 318(a)(5)(C) shall be disregarded. For purposes of determining ownership under this paragraph and constructive or indirect ownership under Section 318(a), ownership interest of less than ten percent (10%) shall be disregarded and percentage interests shall be determined on the basis of the percentage of voting interest of value that the ownership interest represents.

### **1.2 AGREEMENT**

"Agreement" means this Agreement between the County and the Contractor, including all exhibits, and any future amendments hereto.

### **1.3 AGREEMENT YEAR**

"Agreement Year" means each twelve (12) month period from **December 1st** to **November 30th**, beginning **December 1, 2024**.

### **1.4 APPLICABLE LAW**

"Applicable Law" means all federal, state and local laws and regulations adopted thereto, including, without limitation, Environmental Law and any other regulations, rules, orders, judgments, degrees, permits, approvals, or other requirement of any governmental agency having jurisdiction over the Collection, transportation, Processing or Disposal of Discarded Materials that are in force on the Effective Date and as may be enacted, issued or amended during the Term of this Agreement.

### **1.5 APPROVED DISPOSAL FACILITY**

"Approved Disposal Facility" means the \_\_\_\_\_ or such other disposal facility directed by the County,

which is fully permitted and in compliance with all applicable federal, state and local laws and regulations adopted thereto governing such disposal.

#### **1.6 APPROVED FACILITY**

“Approved Facility” means any one of or any combination of the: Approved Disposal Facility; Approved Recyclable Materials Processing Facility; and/or Approved Transfer Station.

#### **1.7 APPROVED RECYCLABLE MATERIALS PROCESSING FACILITY**

“Approved Recyclable Materials Processing Facility” means the \_\_\_\_\_ located in \_\_\_\_\_, Nevada.

#### **1.8 BIN**

“Bin” means a metal or plastic Container, with a capacity of one (1) cubic yard up to, and including, eight (8) cubic yards, designed or intended to be mechanically dumped into a loader packer type truck that is approved for such purpose by the County. Bins may also include Compactors that are owned by the Multi-Family Dwelling (MFD) or Commercial Service Unit wherein the MFD or Commercial Collection Service occurs.

#### **1.9 BIOHAZARDOUS OR BIOMEDICAL WASTE**

“Biohazardous” or “Biomedical Waste” means Discarded Materials which are likely to be infectious, pathological or biohazardous, originating from residences, hospitals, public or private medical clinics, departments of research laboratories, pharmaceutical industries, blood banks, forensic medical departments, mortuaries, veterinary facilities and other similar facilities, including, without limitation, equipment, instruments, utensils, fomites, laboratory wastes, including, without limitation, pathological specimens and fomites attendant thereto, surgical facilities, equipment, bedding and utensils, including, without limitation, pathological specimens and disposal fomites attendant thereto, sharps, including without limitation, hypodermic needles, and syringes, dialysis unit waste, chemotherapeutic waste, animal carcasses, offal and body parts, biological materials, including, without limitation, vaccines and medicines, and other similar materials, but excluding any such Discarded Materials which are reasonably determined by the Contractor to be noninfectious, non-pathological and non-biohazardous.

#### **1.10 COUNTY COMMISSIONERS**

“Board” means the Storey County **Commissioners**.

#### **1.11 BULKY ITEM**

“Bulky Item” means discarded appliances, furniture, tires, carpets, mattresses, and similar large items that require special Collection due to their size or nature but can be Collected without the assistance of special loading equipment such as forklifts or cranes and without violating vehicle load limits. Up to a total of six (6) 35-gallon or smaller bags, small boxes and/or bundles of Solid Waste, none of which may be greater than 3’ x 3’ x 3’ or weigh more than 50 pounds, constitute a single Bulky Item.

#### **1.12 BULKY ITEM COLLECTION SERVICE**

“Bulky Item Collection Service” means the periodic on-call Collection of Bulky Items by the Contractor in the Service Area and the delivery of those Bulky Items to the Approved Facility.

### **1.13 BUSINESS DAYS**

“Business Days” mean days during which the County’s offices are normally open to do business with the public.

### **1.14 CART**

“Cart” means a heavy plastic receptacle and a rated capacity of at least thirty-two (32) gallons and not more than ninety-six (96) gallons, having a hinged, tight-fitting lid and wheels, that is approved by the Contract Administrator for use by Service Recipients for Collection Services under this Agreement.

### **1.15 CHANGE IN LAW**

“Change in Law” means the following events or conditions that may have a material and adverse effect on the performance by the Parties of their respective obligations under this Agreement:

- a. The enactment, adoption, promulgation, issuance, modification, or written change in administrative or judicial interpretation of any Applicable Law on or after the Effective Date; or,
- b. The order or judgment of any governmental body, on or after the Effective Date, to the extent such order or judgment is not the result of willful or negligent action, error or omission or lack of reasonable diligence of the County or of the Contractor, whichever is asserting the occurrence of a Change in Law; provided, however, that the contesting in good faith or the failure in good faith to contest any such order or judgment shall not constitute or be construed as such a willful or negligent action, error or omission or lack of reasonable diligence.

### **1.16 COUNTY**

“County” means either the area within the corporate boundaries of Storey County or the legal entity organized as a consolidated municipality, depending on the context.

### **1.17 COUNTY SERVICE UNIT**

“County Service Unit” means those County properties or County locations which the Contract Administrator requests that the Contractor provide services as provided in this Agreement.

### **1.18 COUNTY WASTE**

“County Waste” means Solid Waste, Recyclable Materials, and Bulky Items generated at a County Service Unit.

### **1.19 COLLECT, COLLECTED, COLLECTION**

“Collect,” “Collected” or “Collection” means the act of the Contractor taking physical possession of, and removing Discarded Materials, whether by manual, semi-automated or automated means, and transporting such materials to the Approved Facility, pursuant to this Agreement.

### **1.20 COMMERCIAL SERVICE WORK DAY**

“Commercial Service Work Day” means any day Monday through Saturday.

### **1.21 COMMENCEMENT DATE**

“Commencement Date” means the date specified in Article 3.1 when the Contractor is to begin providing Collection and related services required by this Agreement.

### **1.22 COMMERCIAL, COMMERCIAL SERVICE UNIT**

“Commercial” or “Commercial Service Unit” means all retail, professional, office, wholesale and industrial facilities, and/or other Commercial enterprises offering goods or services to the public, excluding businesses conducted upon any Residential Property; organizations; and agencies other than County agencies.

### **1.23 COMMERCIAL WASTE**

“Commercial Waste” means Solid Waste, Recyclable Materials, and Bulky Items generated at a Commercial Service Unit.

### **1.24 COMPACTOR, COMPACTION**

“Compactor,” or “Compaction” means a mechanical apparatus that compresses materials, the Container that holds the compressed materials, and/or the process of compressing materials or holding compressed materials. Compactors include Bin Compactors of any size serviced by front-loading Collection vehicles and Compactors of any size serviced by Roll-Off Box Collection vehicles.

### **1.25 CONSTRUCTION AND DEMOLITION DEBRIS (C&D)**

“Construction and Demolition Debris” or “C&D” mean materials resulting from construction, renovation, remodeling, repair, or demolition operations relating to or resulting from a building, structure, pavement or other improvement, including, without limitation, concrete, brick, bituminous concrete, rubble, wood and masonry, composition roofing and roofing paper, steel, and other metals such as copper. “Construction and Demolition Debris” or “C&D” also includes, without limitation, rocks, soils, tree remains and other Green Waste which results from land clearing or land development operations in preparation for construction.

### **1.26 CONTAINERS**

“Containers” mean Bins, Carts, Compactors, and Roll-Off Boxes.

### **1.27 CONTRACTOR**

“Contractor” means \_\_\_\_\_

### **1.28 CONTRACT ADMINISTRATOR**

“Contract Administrator” means the Operations Manager, or any subsequent Person, or his or her designee, designated by the County to administer and monitor the provisions of this Agreement.

### **1.29 CONTRACTOR COMPENSATION**

“Contractor Compensation” means the monetary compensation received by the Contractor in return for providing



services in accordance with this Agreement as described in Article 10.

### **1.30 CONTRACTOR'S PROPOSAL**

"Contractor's Proposal" means the proposal submitted to the County by the Contractor on DATE for the provision of Solid Waste Collection and Transfer Station Management services and certain supplemental written materials.

### **1.31 CUSTOMER**

"Customer" means the Person to whom the Contractor submits its billing invoice and collects payment from for Collection services provided to a Premises. The Customer is not necessarily the owner of the Premises and may be either the Person who occupies the Premises or the owner of the Premises.

### **1.32 DAY**

"Day" means calendar day unless otherwise specified in this Agreement.

### **1.33 DISPOSAL**

"Disposal" or "Disposed" mean the ultimate disposition of unprocessed Solid Waste intended for Disposal, and Residue.

### **1.34 DISPOSAL FACILITY**

"Disposal Facility" means the Storey County landfill.

### **1.35 DWELLING UNIT**

"Dwelling Unit" means any individual living unit in a Single-Family Dwelling (SFD) or Multi-Family Dwelling (MFD) structure or building intended for, or capable of being utilized for, residential living other than a hotel or motel.

### **1.36 EFFECTIVE DATE**

"Effective Date" means the date on which the last of the Parties signs this Agreement.

### **1.37 ELECTRONIC WASTE, E-WASTE**

"Electronic waste" or "E-Waste" means discarded electronic equipment including, without limitation, televisions, computer monitors, central processing units (CPUs), laptop computers, computer peripherals, external hard drives, keyboards, scanners, and mice, printers, copiers, facsimile machines, radios, stereos, stereo speakers, VCRs, DVDs, camcorders, microwaves, telephones, cellular telephones, and other electronic devices.

### **1.38 ENVIRONMENTAL LAWS**

"Environmental Laws" means all local, state and federal laws and regulations adopted pursuant thereto, including, without limitation, county and County ordinances concerning public health, safety and the environment as currently in force or as hereafter amended.

### **1.39 EXEMPT WASTE**

“Exempt Waste” means Hazardous Substances, Hazardous Waste, Biohazardous or Biomedical Waste, volatile, corrosive, biomedical, infectious, and toxic substances or material, waste that the Contractor reasonably believes would, as a result of or upon Disposal or receipt at the applicable facility, be a violation of local, state and federal laws and regulations adopted pursuant thereto, including, without limitation, ordinances and land use restrictions or conditions.

### **1.40 GENERATOR**

“Generator” means any Person whose act or process produces Discarded Materials, or whose act first causes any of these items to become subject to regulation.

### **1.41 GREEN WASTE**

“Green Waste” means any vegetative matter resulting from normal yard and landscaping maintenance that is not more than three (3) feet in its longest dimension or six (6) inches in diameter which has been source separated by the Customer and set out for Green Waste Collection which except for such Source Separation and set out would have been processed or disposed of as Solid Waste. Green Waste includes plant debris, such as palm, yucca and cactus, ivy, grass clippings, leaves, pruning, weeds, branches, brush, holiday trees (without stands, flocking or ornamentation), and other forms of vegetative waste and must be generated by and at the Service Unit wherein the Green Waste is Collected. Green Waste does not include items herein defined as Exempt Waste.

### **1.42 GROSS BILLINGS**

“Gross Billings” means total amount invoiced to Customers by the Contractor for the provision of services pursuant to this Agreement, without any deductions. Gross Billings do not include revenues from the sale of Recyclable Materials.

### **1.43 HAZARDOUS SUBSTANCE**

“Hazardous Substance” means any of the following: (a) any substances defined, regulated or listed (directly or by reference) as “Hazardous Substances” or hazardous material, Hazardous Waste, toxic waste, pollutant or toxic substances or similarly identified as hazardous to human health or the environment as defined by or pursuant to any related local, state or federal laws and regulations adopted pursuant thereto, currently existing or hereafter enacted; and, (b) any other hazardous or toxic substance, material, chemical, waste or pollutant identified as hazardous or toxic or regulated under any other Applicable Law currently existing or hereinafter enacted, including, without limitation, friable asbestos, polychlorinated biphenyl’s (PCBs), petroleum, natural gas, and synthetic fuel products, and by-products.

### **1.44 HAZARDOUS WASTE**

“Hazardous Waste” means all substances defined as Hazardous Waste, has the meaning ascribed to it in [NRS 459.430](#), as may be amended, and any regulations adopted pursuant thereto, or identified and listed as Hazardous Waste by the U.S. Environmental Protection Agency (EPA), pursuant to the Federal Resource Conservation and Recovery Act regulations in Title 40 parts 239 through 282, all future amendments thereto, and all rules and regulations promulgated thereunder.

#### **1.45 HOLIDAYS**

“Holidays” means any Holidays observed by the County and/or State.

#### **1.46 HOME GENERATED SHARPS**

“Home-generated Sharps” means hypodermic needles, pen needles, intravenous needles, lancets and other devices that are used to penetrate the skin for the delivery of medications derived from a Residential Property.

#### **1.47 HOUSEHOLD BATTERIES**

“Household Batteries” means disposable or rechargeable dry cells such as those referred to as A, AA, AAA, B, C, D, 9-volt, button type or those from laptop computers or cell phones, and commonly used as power sources for consumer electronics devices, including but not limited to zinc oxide, nickel metal hydride, alkaline, mercury, silver oxide, lithium, lithium ion and carbon zinc, but excluding automotive lead acid batteries.

#### **1.48 HOUSEHOLD HAZARDOUS WASTE (HHW)**

“Household Hazardous Waste” or “HHW” means Hazardous Waste generated at an SFD or MFD Residential Property within the County. HHW includes, without limitation: paint, stain, varnish, thinner, adhesives, auto products such as old fuel, batteries, Household Batteries, fluorescent bulbs, tubes, cleaners and sprays, and pesticides, fertilizers, and other garden products.

#### **1.49 LIQUIDATED DAMAGES**

“Liquidated Damages” means the amounts due by the Contractor for failure to meet specific quantifiable standards of performance as described in Article 12.6.

#### **1.50 MATERIALS RECOVERY FACILITY (MRF)**

“Materials Recovery Facility” or “MRF” means the designated Transfer Station(s) or any other Approved Facility, selected by the Contractor and approved by the County, or specifically designated by the County, designed, operated, and legally permitted for the purpose of receiving, sorting, processing, storing, or preparing Recyclable Materials.

#### **1.51 MULTI-FAMILY, MULTI-FAMILY DWELLING (MFD), MULTI-FAMILY SERVICE UNIT**

“Multi-Family,” “Multi-Family Dwelling,” “MFD,” or “Multi-Family Service Unit” means any Residential Premises, other than a Single-Family Premises, with three (3) or more Dwelling Units used for Residential purposes, regardless of whether residence therein is temporary or permanent, that receive centralized Collection service for all units on the Premises which are billed to one (1) Customer at one (1) address. MFD shall be deemed a Commercial service unit for the purposes of this Agreement.

#### **1.52 NON-COLLECTION NOTICE**

“Non-Collection Notice” means a form, as approved in advance by the County, used to notify a Service Recipient of the reason for the non-collection of materials set out by the Service Recipient for Collection by the Contractor pursuant to this Agreement.

### **1.53 PARTY, PARTIES**

“Party” or “Parties” refers to the County and the Contractor, individually or together, as applicable.

### **1.54 PERMITTED / LICENSED NON-FRANCHISED RECYCLING CONTRACTOR**

#### **No Fee Service Option**

“Permitted / Licensed Non-Franchised Recycling Contractor ” means a contractor approved to provide recycling services, outside of the Franchise Agreement, to residential or commercial customers, collecting separated Recyclable Materials free-of-charge or compensating the Customer for the recyclable material. Under the County’s business licensing regulations, the permitted recycling collection contractor may be required to provide copies of Purchase Orders, receipts, and/or payments to the Customer/Generator for the recyclable material.

OR

#### **Fee for Service Option**

“Permitted / Licensed Non-Franchised Recycling Contractor ” means a contractor that is permitted by Storey County, to provide recycling collection services for the materials listed in EXHIBIT 4, Approved List of Recyclable Materials. Materials collected by the Permitted/Licensed Non-Franchised Recycling Contractor may include only those materials listed in the Approved List of Recyclable Materials. Permitted / License Non-Franchised Recycling Contractor that collects materials not listed in on the Approved List of Recyclable Materials will be subject to financial penalties and revocation of the permit/license to provide recycling collection service. The financial penalties that may be levied against a Permitted/Licensed Recycling Contractor will be established and confirmed by the County Commissioners.

### **1.55 PERSON**

“Person” means any individual, firm, association, organization, partnership, corporation, trust, joint venture, or public entity.

### **1.56 PREMISES**

“Premises” means any land or building in the Service Area where Solid Waste, Recyclable Materials, and other program materials are generated or accumulated.

### **1.57 PROCESSING**

“Processing” means to sort, separate, prepare, treat, bale or otherwise package, cure, or to take other steps necessary to re-use materials at the Approved Facilities, or to remanufacture, reconstitute, and or create new products from Discarded Materials. Processing includes reuse and Recycling.

### **1.58 RATE YEAR**

“Rate Year” means a 12-month period, beginning with the Commencement Date and concluding twelve (12) months later, for which the Contractor’s Compensation is calculated.

### **1.59 RECYCLABLE MATERIALS**

“Recyclable Materials” has the meaning ascribed to it in [NRS 444A.013](#) and means solid waste that can be processed and returned to the economic mainstream in the form of raw materials or products, as determined by the State Environmental Commission. For purposes of this Agreement, Recyclable Materials are set forth in Exhibit 4 attached hereto, and expressly incorporated herein by reference.

### **1.60 RECYCLE, RECYCLING**

“Recycle” or “Recycling” means the process of collecting, sorting, cleansing, treating and reconstituting materials that would otherwise be disposed of in a landfill, and returning them to the economic mainstream in the form of raw material for new, reused, or reconstituted products which meet the quality standards necessary to be used in the marketplace.

### **1.61 RECYCLING DROP-OFF SITE**

“Recycling Drop-Off Site” refers to the Contractor operated Recycling Drop-Off Site at the Storey County Sanitary Landfill, 3600 Flint Drive, Storey County, Nevada, and other locations [in the Reno, Sparks, Carson City](#) area.

### **1.62 RESIDENTIAL, RESIDENTIAL PROPERTY**

“Residential,” or “Residential Property” means on, of or pertaining to property used for residential purposes, irrespective of whether such Dwelling Units are rental units or owner-occupied, or whether Commercial activities are conducted thereon or therefrom, provided that such Commercial activities are permitted under applicable zoning regulations and do not consist of the primary use of the property. For the purposes of this Agreement, each apartment, flat, or dwelling unit of a duplex, triplex, 4-unit or less apartment house, or 4-unit or less condominium complex shall be considered as a separate dwelling, unless the managers or residents of such a complex arrange for centralized disposal which shall be treated as a Commercial Entity.

### **1.63 RESIDENTIAL SERVICE WORK DAY**

“Residential Service Work Day” means any day Monday through Friday.

### **1.64 RESIDUE**

“Residue” means unrecoverable materials remaining after Processing Discarded Materials for which there are no other options for viable use and which therefore must be disposed of in a landfill.

### **1.65 REUSABLE MATERIALS**

“Reusable Materials” means items that are capable of being used again after minimal Processing. Reusable Materials may be Collected Source Separated or recovered through a Processing Facility.

### **1.66 ROLL-OFF BOX**

“Roll-Off Box” mean open-top Containers with a typical capacity of eight (8) to forty (40) cubic yards that are serviced by a roll-off Collection vehicle.

#### **1.67 SERVICE AREA**

“Service Area” means that area within the limits of Storey County, Nevada.

#### **1.68 SERVICE LEVEL**

“Service Level” means the size of a Customer’s Container and the frequency of Collection service.

#### **1.69 SERVICE RECIPIENT**

“Service Recipient” means an individual, agency, organization or company receiving Collection Service pursuant to this Agreement.

#### **1.70 SINGLE-FAMILY, SINGLE-FAMILY DWELLING (SFD), SINGLE-FAMILY SERVICE UNIT**

“Single-Family,” “Single-Family Dwelling,” “SFD,” or “Single-Family Service Unit” means, notwithstanding any contrary definition as set forth in Nevada Revised Statutes, Nevada Administrative Code or the Storey County Municipal Code, any detached or attached house or residence designed or used for occupancy by one (1) family, provided that Collection service feasibly can be provided to such Premises as an independent unit, and the owner or occupant of such independent unit is billed directly for the Collection service. “Single-Family,” “Single-Family Dwelling,” “SFD,” or “Single-Family Service Unit” includes Residential units of a duplex Residential structure provided that the owner or Occupant of each unit is separately billed for its specific Service Level.

#### **1.71 SOLID WASTE**

“Solid Waste” has the meaning ascribed to it in [NRS 444.490](#) which definition includes all putrescible and non-putrescible refuse in solid or semisolid form, including, but not limited to, garbage, rubbish, junk vehicles, ashes or incinerator residue, street refuse, dead animals, demolition waste, construction waste, solid or semisolid commercial and industrial waste. The term does not include: (a) “hazardous” waste as that term is defined by [NRS 459.400](#) to [459.600](#), inclusive or (b) a vehicle described in subparagraph (2) of paragraph (b) of subsection 1 of [NRS 444.620](#).

#### **1.72 SOURCE SEPARATED, SOURCE SEPARATION**

“Source Separated” or “Source Separation” means the segregation from Solid Waste, by the Generator, of materials designated for separate Collection for some form of Recycling, recovery, or reuse.

#### **1.73 SPECIAL EVENT COLLECTION SERVICE**

“Special Event Collection Service” means the Collection of Solid Waste and Recyclable Materials as appropriate at County-sponsored special events.

#### **1.74 STATE**

“State” means the State of Nevada.

### **1.75 SUBCONTRACTOR**

“Subcontractor” means any party who has entered into a contract, express or implied, with the Contractor for the performance of an act that is necessary for the Contractor’s fulfillment of its obligations for providing service under this Agreement. Vendors providing materials and supplies to the Contractor shall not be considered Subcontractors.

### **1.76 TERM**

“Term” means the period of this Agreement, including extension periods if granted, as provided for in Article 3.

### **1.77 TRANSFER STATION**

“Transfer Station” means a facility, selected by the Contractor and approved by the County, or specifically designated by the County, designed, operated and legally permitted for the purpose of receiving and transferring Solid Waste, Recyclable Materials and Bulky Items.

### **1.78 UNIVERSAL WASTE**

“Universal Waste” means wastes, including, without limitation, Household Batteries, fluorescent light bulbs, and mercury switches.

### **1.79 WHITE GOODS**

“White Goods” means discarded refrigerators, ranges, water heaters, freezers, and other similar household appliances.

## **ARTICLE 2: REPRESENTATIONS AND WARRANTIES**

The Parties, by acceptance of this Agreement, represent and warrant the conditions presented in this Article.

### **2.1 CONTRACTOR’S CORPORATE STATUS**

The Contractor is a corporation duly organized, validly existing and in good standing under the laws of Nevada. It is qualified to transact business in Nevada and has the power to own its properties and to carry on its business as now owned and operated and as required by this Agreement.

### **2.2 CONTRACTOR’S CORPORATE AUTHORIZATION**

Each signatory of this Agreement represents and warrants that he or she has the full legal authority to execute and deliver the same on behalf of the Party for which the signatory is acting.

### **2.3 AGREEMENT WILL NOT CAUSE BREACH**

To the best of the Contractor's and the County's knowledge after reasonable investigation, the execution or delivery of this Agreement or the performance by either Party of their respective obligations hereunder does not conflict with, violate, or result in a breach: (i) of any Applicable Law; or (ii) any term or condition of any judgment, order, or decree of any court, administrative agency or other governmental authority, or any agreement or instrument to which the Contractor or any other local governmental entity is a party or by which the Contractor or any of its properties or assets are bound, or constitutes a default hereunder.

### **2.4 NO LITIGATION**

To the best of the Contractor's knowledge after reasonable investigation, there is no action, suit, proceeding or investigation, at law or in equity, before or by any court or governmental authority, commission, board, agency or instrumentality decided, pending or threatened against any party wherein an unfavorable decision, ruling or finding, in any single case or in the aggregate, would:

- Materially adversely affect the performance by the Contractor of its obligations hereunder;
- Adversely affect the validity or enforceability of this Agreement; or,
- Have a material adverse effect on the financial condition of the Contractor, or any surety or entity guaranteeing the Contractor's performance under this Agreement.

### **2.5 NO ADVERSE JUDICIAL DECISIONS**

To the best of the Contractor's and the County's knowledge after reasonable investigation, there is no judicial decision that would prohibit this Agreement or subject this Agreement to legal challenge.

### **2.6 NO LEGAL PROHIBITION**

To the best of each Party's knowledge, after reasonable investigation, there is no Applicable Law in effect on the date that Party signed this Agreement that would prohibit the performance of their respective obligations under this Agreement and the transactions contemplated hereby.

### **2.7 CONTRACTOR'S ABILITY TO PERFORM**

The Contractor warrants and guarantees that it possesses the business, professional, and technical expertise to perform all services, obligations, and duties as described in and required by this Agreement, including all Exhibits thereto. The Contractor possesses the ability to secure equipment, facility, and employee resources required to perform its obligations under this Agreement.

### **2.8 CONTRACTOR'S INVESTIGATION**

The Contractor has made an independent investigation and analysis, the results of which are satisfactory to the Contractor, of the conditions and circumstances surrounding this Agreement, its content and preparation, and the work to be performed by the Contractor under this Agreement. This Agreement accurately and fairly represents the intentions of the Contractor, and the Contractor enters into this Agreement on the basis of that independent investigation and analysis.



## **2.9 STATEMENTS AND INFORMATION IN CONTRACTOR'S PROPOSAL**

The Contractor's Proposal and supplementary information submitted by the Contractor for the work to be performed by the Contractor under this Agreement do not contain any untrue statement of a material fact nor omit any material facts relevant to the ability of the Contractor to perform the work under this Agreement.

## **ARTICLE 3: TERM OF AGREEMENT**

### **3.1 INITIAL TERM**

The Term of this Agreement shall be for a period of **x (x)** years beginning **DATE** and terminating on **DATE**, unless sooner terminated in accordance with the terms provided herein.

### **3.2 EXTENSION OF INITIAL TERM**

On or before **DATE** the Board may approve an offer to the Contractor in writing for a five (5) year extension of this Agreement for the period **DATE** through **DATE**. Provision of such offer shall be at the sole discretion of the Board. The Contractor shall provide written notice to the County as to whether the Contractor accepts or rejects the County's offer within twenty (20) Work Days of the date of the offer. If the Contractor fails to provide such notice to the County within said twenty (20) Work Days, the County's offer shall be deemed withdrawn and the County shall have no obligation to extend the Term of this Agreement beyond **DATE**. If the Term of this Agreement is extended, the Maximum Service Rate provisions of Article 10 shall not be subject to negotiation. However, Maximum Service Rates shall be adjusted annually throughout the extended Term as provided in Article 10.

### **3.3 OTHER PROVISIONS**

The County may, at the end of the initial Term or optional extended Terms, as appropriate and at the sole discretion of the Board, either renegotiate the terms and conditions of this Agreement with the current Contractor or request proposals from qualified contractors to provide Collection Services.

## **ARTICLE 4: GRANT AND ACCEPTANCE OF EXCLUSIVE AGREEMENT**

### **4.1 GRANT AND ACCEPTANCE OF EXCLUSIVE AGREEMENT**

Except as otherwise provided in this Agreement, the Contractor is hereby granted and the Contractor hereby accepts the exclusive right to provide Collection Services within the Service Area. Only services expressly identified herein shall be exclusive to the Contractor. The term "exclusive" as used herein means that the County has exercised its authority under [NRS 268.081\(3\) & NRS 244.187\(3\)](#) to displace and limit all competition to provide adequate, economical and efficient services to the inhabitants of Storey County and to promote the general welfare of those inhabitants, so that the Contractor shall be the sole provider of Collection Services, including transport, Disposal, and **subscription** Recycling services for Solid

Waste and Recyclable Materials under this Agreement and under the Storey County Municipal Code of Ordinances.

#### 4.2 LIMITATIONS TO THE SCOPE OF EXCLUSIVE AGREEMENT

The following services and materials shall be excluded from the scope of this Agreement:

##### **Franchised C&D Exception**

- A. Construction and Demolition (C&D) Debris.** C&D Debris collected by demolition and/or construction contractors that supply turnkey services. Turnkey C&D service requires that C&D Debris must be managed using the C&D contractor's bins, boxes and trucks (e.g. dump-trucks, end-dump trailers, roll-off trucks, and other collection methods) and disposed at a permitted landfill or C&D recycling processor;

**OR**

##### **Non-Franchised C&D Collection**

**Construction and Demolition (C&D) Debris.** C&D Debris, as defined in Article 1.25, generated at Commercial and/or Residential premises may be collected and disposed by permitted third party roll-off service companies.

##### **No Fee Service Option**

- B. Recyclable Materials.** Recyclable Materials that are Source Separated from Solid Waste by Residential or Commercial Customers and **collected by a Permitted / Licensed Non-Franchised Recycling Contractor at no cost, or compensating the Customer for the recyclable material to the generator.** Refer to definition Article 1.54 Permitted / Licensed Recycling Contractor.

**OR**

##### **Fee for Service Option**

**Recyclable Materials.** Recyclable Materials that are Sourced Separated from Solid Waste by Residential or Commercial Customers and collected by a Permitted / Licensed Non-Franchised Recycling Contractor. Recyclable Materials shall be included on the Storey County Approved List of Recyclable Materials (Exhibit 4). Materials collected by the Permitted/Licensed Recycling Contractor may include only those materials listed in the Approved List of Recyclable Materials. Permitted / License Non-Franchise Recycling Contractor that collects materials not listed in on the Approved List of Recyclable Materials will be subject to financial penalties and revocation of the permit/license to provide recycling collection service. Refer to definition Article 1.54 Permitted / Licensed Non-Franchised Recycling Contractor.

- C. Self-Hauled Materials.** Solid Waste, Recyclable Materials, and Bulky Items, which is removed from any SFD Service Unit, MFD Service Unit, Commercial Service Unit, or County Service Unit, and which is transported personally by the owner or occupant of such Premises (or by his or her full-time employees) to a Recycling, Processing or Disposal Facility;

- D. Source Separated Materials.** Recyclable Materials or Bulky Items which are Source Separated at any Premises by the waste Generator and donated to youth, civic or charitable organizations;
- E. Materials Removed by Customer's Contractor as Incidental Part of Services.** Solid Waste, Recyclable Materials and/or Bulky Items removed from a Premise by a company (e.g., gardener, landscaper, tree-trimming service, construction contractor, Residential clean-out service) as an incidental part of the service being performed by the company where the company uses its own Fixed Body Vehicle and employees for the Collection and transportation of such materials;
- F. Source Separated White Goods, Bulky Items, etc.** Removal and transportation of White Goods, Bulky Items or other material as part of the services of providing a replacement item when such removal and transportation is provided by the vendor who sold the replacement item;
- G. Hazardous Waste.** Hazardous Waste regardless of its source; and,
- H. Contractor Requested Solid Waste.** SFD Waste, MFD Waste, Commercial Waste or County Waste that are removed from a Premise by a company through the performance of a service that the Contractor has requested and received written permission from the Contract Administrator not to provide.

#### **4.3 EXCLUDED SERVICES**

The Contractor acknowledges and agrees that the County may permit other Persons besides the Contractor to Collect any and all types of materials excluded from the scope of this Agreement as set forth in Article 4 or not otherwise expressly identified herein, without seeking or obtaining approval of the Contractor.

#### **4.4 EXCLUSIVITY**

This Agreement is exclusive in nature, and neither the County nor its residents shall make or enter into any other agreement or arrangement for the Collection Services, including collection, transport, removal, or disposal of SFD, MFD, County or Commercial Solid Waste from within said County boundaries during the term of this Agreement, or of any extension or renewal thereof. (Refer to Article 4.2 Limitations to the Scope of Exclusive Agreement.)

#### **4.5 ENFORCEMENT OF EXCLUSIVITY**

All residential premises, commercial and community activities of every kind and description that generate Solid Waste including Recyclable Materials, shall exclusively utilize the Collection Services of the Contractor provided for herein.

In the event the Contractor can produce pictorial evidence or other documentation that other Persons are servicing Collection Containers or are Collecting Solid Waste, Recyclable Materials, or Bulky Items in a manner that is not consistent with this Agreement, the County reasonably shall cooperate with the Contractor in the efforts of the Contractor to enforce its rights under this Agreement, except that the County is under no legal obligation to commence any action or proceeding to enforce any such rights as the result of third-party conduct, and is further not subject to any liability in law or equity for the conduct of

any third-party.

#### **4.6 APPLICABLE LAW**

This Agreement and scope of this Agreement shall be interpreted to be consistent with Applicable Law, now and during the Term of this Agreement. If future judicial interpretations of current law or new laws, regulations, or judicial interpretations limit the ability of the County to lawfully contract for the scope of services consistent with the manner and consistent with all provisions as specifically set forth herein, the Contractor agrees that the scope of this Agreement will be limited to those services and materials which may be lawfully included herein and that the County shall not be responsible for any lost profits or losses claimed by the Contractor to arise out of limitations to the scope or provisions of this Agreement set forth herein. In such an event, it shall be the responsibility of the Contractor to minimize the financial impact of such future judicial interpretations or new laws and the Contractor may meet and confer with County and may petition for a rate adjustment pursuant to Article 10.

#### **4.7 OBLIGATIONS OF PARTIES**

In addition to the specific performance required under this Agreement, County and the Contractor shall:

- A.** Use their reasonable efforts to enforce the exclusiveness of this Agreement by the Contractor's identification and documentation of violations of this Agreement and the County's notification of Generators and Collection companies reasonably believed to be Collecting or allowing others to Collect Discarded Materials in a manner that is inconsistent with the terms of this Agreement.
- B.** Provide timely notice to one another of a perceived failure to perform any obligations under this Agreement and access to information demonstrating the Party's failure to perform.
- C.** Provide timely access to the Contract Administrator and the Contractor's designated representative and complete and timely responses to requests of the other Party.
- D.** Provide timely notice of matters which may affect either Party's ability to perform under this Agreement.

### **ARTICLE 5: SCOPE OF COLLECTION SERVICES AND TRANSFER STATION MANAGEMENT**

#### **5.1 SUMMARY SCOPE OF SERVICES**

The Contractor or its Subcontractor(s) shall be responsible for the following:

- A.** Collecting Solid Waste, Recyclable Materials and other accepted materials generated by and placed for Collection by Customers of the Contractor's services and providing Transfer Station management services pursuant to the requirements of Article 5.
- B.** Transporting Collected materials to the appropriate Approved Facilities pursuant to the requirements of Article 6;

- C. Performing all other services required by this Agreement including, but not limited to, Customer billing, public education, Customer service, record keeping, and reporting pursuant to Article 8;
- D. Furnishing all labor, supervision, vehicles, Containers, other equipment, materials, supplies, and all other items and services necessary to perform its obligations under this Agreement;
- E. Paying all expenses related to provision of services required by this Agreement including, but not limited to, taxes, host fees, business and any other license fees, regulatory fees (including County fees or similar surcharges as applicable), and utilities; paying all expenses related to the operation, permitting, licensing, regulatory fees for all Approved Facilities owned/operated by the Contractor or the Contractor's Affiliate; paying for all expenses related to Changes in Law at Approved Facilities owned/operated by the Contractor or the Contractor's Affiliate; and, paying all expenses related to any construction, any land or facility improvements, any repair and/or replacement of equipment and all other expected or unforeseen costs associated with all Approved Facilities owned/operated by the Contractor or the Contractor's Affiliate.
- F. Performing or providing all services necessary to fulfill its obligations in full accordance with this Agreement; and,
- G. Complying with all Applicable Laws.

The Contractor shall perform the work and provide the services pursuant to this Agreement in a thorough and professional manner so that the residents and businesses within the Service Area are provided reliable, courteous, and high-quality service at all times. The enumeration and specification of particular aspects of service, labor, or equipment requirements shall not relieve the Contractor of the duty to perform all other tasks and activities necessary to fulfill its obligations under this Agreement, regardless of whether such requirements are enumerated elsewhere in this Agreement, unless excused in accordance with Article 12.7.

The Contractor shall not knowingly deliver materials Collected under this Agreement to facilities that do not comply in all material aspects with Applicable Law. The Contractor, and not the County, must use reasonable efforts to assure that all Disposal, transfer, and Processing facilities to which the Contractor delivers material under this Agreement are properly permitted to receive material Collected under this Agreement, except for any other facility that the County directs the Contractor to use. Failure to comply with this provision may result in the Contractor being in default under this Agreement.

## **5.2 USE OF APPROVED FACILITIES**

The Contractor, without constraint and as a free-market business decision in accepting this Agreement, agrees to use the Approved Facilities for the purposes of Processing and/or Disposing of all Solid Waste, Recyclable Materials, and other materials Collected in the County. Such decision by the Contractor in no way constitutes a restraint of trade. If the Contractor or Affiliate owns and/or operates Approved Facility, all expenses associated with permitting, licensing, regulatory compliance, closure and post-closure, etc. and all other costs associated with the operation and ownership of the Approved Facility is the sole responsibility of the Contractor.

### **5.3 SUBCONTRACTING**

The Contractor shall not engage any Subcontractors for Collection, transportation, or Processing of Solid Waste or Recyclable Materials without the prior written consent of the Contract Administrator. If the Contractor plans to engage other affiliated or related party entities in the provision of services, the Contractor shall provide the Contract Administrator with thirty (30) days written notification of its plans and provide an explanation of any potential impacts related to the quality, timeliness, or cost of providing services under this Agreement. If a Subcontractor is needed in emergency circumstances, the Subcontractor will need to be approved by the County.

### **5.4 RESPONSIBILITY FOR MATERIALS**

Once Solid Waste and Recyclable Materials are placed in the Contractor's Containers and at the Collection location, the responsibility for their proper handling shall transfer directly from the Generator to the Contractor, with the exception of Exempt Waste if the Contractor can identify the Generator. Once Solid Waste and Recyclable Materials are deposited by the Contractor at the appropriate Approved Facility, such materials shall become the responsibility of the owner or operator of the Approved Facility with the exception of Exempt Waste. Responsibility for Exempt Waste that has been inadvertently Collected by the Contractor shall remain with the Contractor if it cannot identify the Generator, and the Contractor shall assume all responsibility for its proper Disposal.

### **5.5 COUNTY-DIRECTED CHANGES TO SCOPE**

Upon request of the County, the County may meet and confer with the Contractor to establish the scope of any additional services or modification to existing services (which may include use of Approved Facilities) to be provided under this Agreement. In such case, the Contractor shall present, within thirty (30) calendar days of the County's request, a written proposal to provide such modified or additional services. The County shall review the Contractor's proposal for the change in scope of services. The County and the Contractor may meet and confer to negotiate the Contractor's proposed revisions and costs and shall amend this Agreement, as appropriate, upon Board approval, to reflect the mutually agreed-upon changes in scope.

### **5.6 SINGLE-FAMILY DWELLING COLLECTION SERVICES**

These services shall be governed by the following terms and conditions:

- A. Conditions of Service.** Subject to the limitations set forth in Article 4, the Contractor shall provide SFD Collection Service to all SFD Service Units in the Service Area whose Solid Waste is properly containerized in Carts, except as set forth in Articles 5.6.B-D where the Solid Waste Carts have been placed within three (3) feet of the curb, swale, paved surface of the public roadway, closest accessible roadway, or other such location agreed to by the Contractor and Service Recipient that will provide safe and efficient accessibility to the Contractor's Collection crew and vehicle.

1. **Yard Service and Drive-In Service.** Notwithstanding any term or definition set forth in this Agreement, the Contractor shall offer to service containers on private driveways as a service available at an additional charge. When a customer has requested yard service or drive-in service, the Contractor shall execute a Franchisee liability waiver form regarding any damage caused by Franchisee trucks. Franchisee will ultimately determine if the access is sufficient to safely service the property. If not, the customer will have to bring the container to a location per this Agreement that can be safely serviced by Franchisee.

regarding appropriate placement of Containers (out of public view).

- B. **Curbside Holiday Tree Collection.** The Contractor shall Collect Holiday Trees, without stands, flocking or ornamentation and in sections no greater than six (6) feet in length, that are set at the curb from all SFD Service Units as part of the Collection Service. The Contractor shall provide this service beginning on the first Residential Service Work Day after December 25<sup>th</sup> until January 15<sup>th</sup>.

1. **Contaminated Holiday Trees.** Holiday trees that are flocked or contain tinsel or other decorations may be delivered to the Disposal Facility at the discretion of the Contractor.

- C. **Bulky Item Collection Service.** This service will be governed by the following terms and conditions:

1. **Conditions of Service.** The Contractor shall provide Bulky Item Collection Service to all SFD Service Units in the Service Area whose Bulky Items have been placed within three (3) feet of the curb, swale, paved surface of the public roadway, closest accessible roadway, or other such location agreed to by the Contractor and Service Recipient, that will provide safe and efficient accessibility to the Contractor's Collection crew and vehicle. Bulky Items must be generated by the Customer and at the service address wherein the Bulky Items are Collected. In the event a question ever arises as to whether a specific item or category of items meets the definition of Bulky Items, the County shall be responsible to determine whether said definition shall apply. Bulky Items do not include items herein defined as Exempt Waste or Construction and Demolition Debris. The Contractor shall be entitled to charge for Collecting Bulky Items at a rate not exceeding the "Bulky Item Collection" Maximum Service Rate set forth in Exhibit 1, as adjusted under the terms of this Agreement.

2. **Frequency of Service.** Bulky Item Collection Service shall be provided on the Customer's first SFD Collection Service date following the receipt of the request, with a minimum of 48-hour notice, or as agreed upon between Customer and the Contractor.

- D. **SFD Recycling Offer of Service.** SFD Recycling Collection Service. During the Term of this Agreement the Contractor may offer to provide SFD Recycling Collection Service. Subject

to the limitations set forth in Article 4, the Contractor **may** offer Recycling Collection Service to all SFD Service Units in the Service Area on a subscription basis. **If SFD recycling services are offered the services shall not exceed** a rate set at 80% of the established solid waste rate for corresponding size and frequency of service and not exceeding the Maximum Service Rate for such service set forth in Exhibit 1.

**E. Electronic Waste and Universal Waste Collection Service.** This service will be governed by the following terms and conditions:

- 1. Conditions of Service.** The Contractor shall provide **on-call** Electronic Waste and Universal Waste Collection Service to all SFD Service Units in the Service Area at such location agreed to by the Contractor and Service Recipient, that will provide safe and efficient accessibility to the Contractor's Collection crew and vehicle. Electronic Waste and Universal Waste must be generated by the Customer and at the service address wherein the Items are Collected. In the event a question ever arises as to whether a specific item or category of items meets the definition of Electronic Waste and Universal Waste, the County shall be responsible to determine whether said definition shall apply, **refer to definition Article 1.3.7**. The Contractor shall be entitled to charge for Collecting Electronic Waste and Universal Waste at **an on-call basis, at** a rate not exceeding the Maximum Service Rate set forth in Exhibit 1, as adjusted under the terms of this Agreement.
- 2. Frequency of Service.** Electronic Waste and Universal Waste Collection Service shall be provided on the Customer's first SFD Collection Service date following the receipt of the request, with a minimum of 48-hour notice, or as agreed upon between Customer and the Contractor.

## **5.7 MULTI-FAMILY DWELLING COLLECTION SERVICES**

These services shall be governed by the following terms and conditions:

- A. Conditions of Service.** The Contractor shall provide MFD Solid Waste Collection Service to all MFD Service Units in the Service Area whose Solid Waste is properly containerized in Bins or Carts where the Bins or Carts are accessible as set forth herein.
  - 1. Size and Frequency of Service.** This service shall be provided as deemed necessary and as determined between the Contractor and the Customer, but such service shall be received no less than one (1) time per week. Service may be provided by Bin or Cart at the option of the Customer. The size of the Container and the frequency (above the minimum) of Collection shall be determined between the Customer and the Contractor. However, size and frequency shall be sufficient to provide that no MFD Solid Waste need be placed outside the Bin or Cart. The Contractor shall provide Containers at no additional charge as part of the MFD Collection Service however, Customers may provide their own Compactor provided that the Customer is completely responsible for its proper maintenance and that such Compactor shall be of a type that can be serviced by



the Contractor's equipment. The Contractor shall not be required to Collect any MFD Solid Waste that is not placed in a Solid Waste Bin or Cart. In the event of non-collection, the Contractor shall contact the Customer to discuss the reason for the non-collection and shall affix to the Solid Waste Bin or Cart a Non-Collection Notice explaining why service was not completed.

**B. MFD Solid Waste Collection Service.** This service will be governed by the following additional terms and conditions:

- 1. MFD Solid Waste Overflow.** In the case of overflows of MFD Solid Waste, the Contractor may, at its option, Collect the overflow material. In the event the Contractor elects not to Collect the overflow material, the Contractor shall contact the MFD Service Unit management to inform them of the situation and request that arrangements be made for the Customer's personnel to put the material in the Container. In the event of multiple occurrences of overflow, in which such overflow is creating an undue health and safety concern, the Contractor shall meet with the Customer to arrange for an appropriate change in Solid Waste Bin or Cart size, Collection frequency or both. In the event the Contractor cannot reach an agreement with the Customer regarding the change in service, the Contractor shall provide the additional services the Contractor deems necessary to avoid future overflow or any undue health and safety concern and shall bill the Customer accordingly.

**C. MFD Recycling Offer of Service.** MFD Recycling Collection Service. During the Term of this Agreement the Contractor **may** offer to provide MFD Recycling Collection Service. Subject to the limitations set forth in Article 4, the Contractor **may** offer Recycling Collection Service to all MFD Service Units in the Service Area on a subscription basis. **If MFD recycling services are offered the services shall not exceed** a rate set at 80% of the established solid waste rate for corresponding size and frequency of service and not exceeding the Maximum Service Rate for such service set forth in Exhibit 1. The Contractor **may** provide Recycling services to all MFD Service Units requesting such service where such recyclables are properly containerized, and uncontaminated by materials not included in the Recycling program, in Bins or Carts, where the Bins or Carts are accessible as set forth herein.

**D. Bulky Item, Electronic Waste, Universal Waste and Holiday Tree Collection Service.** The terms of Section 5.6 C, D and E shall apply to MFD Customers.

**E. Accessibility.** The Contractor shall Collect all Bins or Carts that are readily and safely accessible to the Contractor's crew and vehicles and not blocked. However, the Contractor shall provide "push services" as necessary during the provision of MFD Collection Services. Push services shall include, but not be limited to dismounting from the Collection vehicle, moving the Bins or Carts from their storage location for Collection and returning the Bins or Carts to their storage location. The Contractor shall be entitled to charge for "push services" at a rate not exceeding the Maximum Service Rates for such services set forth in Exhibit 1.

## 5.8 COMMERCIAL COLLECTION SERVICES

These services will be governed by the following terms and conditions: Commercial Waste must be generated by and at the Commercial Service Unit wherein the Commercial Waste is Collected and does not include items defined herein as Exempt Waste.

**A. Conditions of Service.** The Contractor shall provide Commercial Solid Waste Collection Service to all Commercial Service Units in the Service Area whose Solid Waste is properly containerized in Bins, Carts or Compactors, where the Bins, Carts, or Compactors are accessible as set forth herein.

**1. Size and Frequency of Service.** This service shall be provided as deemed necessary and as determined between the Contractor and the Customer, but such service shall be received no less than one (1) time per week. The size of the Container and the frequency (above the minimum) of Collection shall be determined between the Customer and the Contractor. However, size and frequency shall be sufficient to provide that no Commercial Solid Waste need be placed outside the Containers. The Contractor shall provide Containers at no additional charge as part of the Commercial Collection Service however, Customers may provide their own Compactor provided that the Customer is completely responsible for its proper maintenance and that such Compactor shall be of a type that can be serviced by the Contractor's equipment.

**2. Non-Collection.** The Contractor shall not be required to Collect any Commercial Solid Waste that is not placed in a Solid Waste Container. In the event of non-collection, the Contractor shall contact the Customer to discuss the reason for the non-collection and shall affix to the Container a Non-Collection Notice explaining why service was not completed.

**3. Commercial Solid Waste Overflow.** In the case of overflows of Commercial Solid Waste, the Contractor may, at its option, Collect the overflow material. In the event the Contractor elects not to Collect the overflow material, the Contractor shall contact the Customer to inform them of the situation and request that arrangements be made for the Customer's personnel to put the material in the Container. In the event of multiple occurrences of overflow, in which such overflow is creating an undue health and safety concern, the Contractor shall meet with the Customer to arrange for an appropriate change in Solid Waste Container size, Collection frequency or both. In the event the Contractor cannot reach an agreement with the Customer regarding the change in service, the Contractor shall provide the additional services the Contractor deems necessary to avoid future overflow or any undue health and safety concern and shall bill the Customer accordingly.

**B. Commercial Recycling Offer of Service.** Subject to the limitations set forth in Article 4, the Contractor **may** offer Recycling services to Commercial Service Units in the Service Area on a subscription basis at a rate set, not to exceed 80% of the established solid waste

rate for corresponding size and frequency of service and not exceeding the Maximum Service Rate for such service set forth in Exhibit 1. The Contractor may provide Recycling services to all Commercial Service Units requesting such service where such recyclables are properly containerized, and uncontaminated by materials not included in the Recycling program, in Containers, where the Containers are accessible as set forth herein. Subject to the limitations set forth in Article 4, the Contractor shall provide and actively promote Commercial Recycling Service to all Commercial Service Units in the Service Area requesting such service.

- C. Bulky Item Service.** During the Term of this Agreement, the Contractor shall offer to provide Bulky Item Collection Service to Commercial Service Units in the Service Area. The Contractor will be required to separate and Recycle all commodities that can be feasibly recovered. Commercial Generators shall pay a rate not exceeding the Maximum Service Rate for such service set forth in Exhibit 1.
- D. On-Call Electronic Waste Collection.** During the Term of this Agreement, the Contractor shall offer to provide Electronic Waste Collection Service to Commercial Service Units in the Service Area. The Contractor will be required to separate and Recycle all commodities that can be feasibly recovered. Commercial Generators shall pay a rate not exceeding the Maximum Service Rate for such service set forth in Exhibit 1.
- E. On-Call Universal Waste Collection.** During the Term of this Agreement, the Contractor shall offer to provide Universal Waste Collection Service to Commercial Service Units in the Service Area. The Contractor will be required to separate and Recycle all commodities that can be feasibly recovered. Commercial Generators shall pay a rate not exceeding the Maximum Service Rate for such service set forth in Exhibit 1.
- F. Accessibility.** The Contractor shall Collect all Containers that are readily and safely accessible to the Contractor's crew and vehicles and not blocked. However, the Contractor shall provide "push services" as necessary during the provision of Commercial Collection Services. Push services shall include, but not be limited to dismounting from the Collection vehicle, moving the Bins or Carts from their storage location for Collection and returning the Bins or Carts to their storage location. The Contractor shall be entitled to charge the Customer for "push services" at a rate not exceeding the Maximum Service Rate for such service set forth in Exhibit 1.

## **5.9 COUNTY COLLECTION SERVICES**

These services shall be provided to the County at no charge to the County and will be governed by the following terms and conditions:

- A. Conditions of Service.** The Contractor shall provide County Solid Waste Collection Service, County Recycling Service, and the County Container Service to all County Service Units where the Containers are accessible as set forth in Article 5.9.C and shown in Exhibit 3 – List of County of Service Locations. This does not include special or additional waste generated by special events, except as described in Article 5.9D or natural disaster or

major construction projects and does not include sludge or construction and demolition waste.

- B. Frequency of Service.** Each service shall be provided at least once every week on a scheduled route basis.
- C. Accessibility.** The Contractor shall Collect all Containers, that are readily and safely accessible to the Contractor's crew and vehicles and not blocked. However, the Contractor shall provide "push services" as necessary during the provision of County Collection Services. Push services shall include, but not be limited to, dismounting from the Collection vehicle, moving the Bins or Carts from their storage location for Collection and returning the Bins or Carts to their storage location.
- D. Bulky Item Service.** During the Term of this Agreement the Contractor shall provide Bulky Item Collection Service to the County Service Units in the County. Bulky Item Collection for the County includes Electronic Waste. The County shall contact Contractor to arrange Collection pursuant to this paragraph.
- E. Community Clean-Up Service.** Each household in the County may access the Transfer Station in Virginia City and/or the Proposer's facilities, or combination thereof, three (3) times per year to dump at no-cost for each arrival up to three cubic yards of accepted solid waste in this Agreement at any time that the facilities are open for business. In addition to this, each Storey County household will be awarded three (3) vouchers per calendar year for this purpose. By January 1st of each year, Contractor will be provided with 3,500 dump vouchers by the County. As needed and upon written request by the Contractor, County will provide Contractor additional vouchers necessary to meet this section, but there shall not be more vouchers given than three for the number of households in the county. Contractor will establish a process for distribution. New vouchers will be provided for each year of this Agreement, and those vouchers shall only be good for the respective year. County will have the right to reject customer usage at either facility in instances of a clear forgery or use by Commercial customers. In addition to the locations stated herein, households may use their vouchers at the Dayton Transfer Station.

In addition to the provision about for Community Clean Up Services, Contractor shall provide the following:

- 1) **Recycling Drop-Off** – Allow Storey County residents to drop off acceptable Recyclable Materials at the Virginia City Transfer Station. Additionally, the Contractor may provide other drop-off options as approved by the County. Those recyclables will change from time to time, which will change the types of products that are accepted for recycling and the ability to find a vendor that will recycle all items, i.e. batteries, motor oil, etc.
- 2) **Extra Cleanup Incentive for Indigent / Nuisance Property Cleanup** – Provide Cleanup Incentives for indigent cleanup, upon request of the County, to residents who are in court ordered nuisance abatement program, under

county supervision and distribution, may receive additional vouchers beyond the three (3) per calendar year listed above.

**3) Roll-Off Boxes for Indigent / Nuisance Property Clean Up** – Provide twenty (20) 40-yard roll off boxes per year, free-of-charge, for cleanup of Indigent/nuisance Properties, upon request of the County.

- F. Special Event Collection Service.** The Contractor, in response to a request from the event organizer at least thirty (30) days in advance, shall provide event boxes with lids featuring designated opening(s) for bottles and cans, wheeled carts, bins, and/or roll-off boxes to collect solid waste and recyclable materials at “no charge” for County-sponsored events that are open to the public and that do not require paid admission or the purchase of a ticket. Signage indicating “Recycling” will be clearly visible on the designated Container. The Contractor will assist the venue and event organizers with developing recycling plans and reporting data. When requested by event organizers, solid waste and recycling collection service will be provided for each venue or event. Additionally, event organizers may request numerous carts to distribute throughout the event for use by patrons. Carts to be made available include standard cardboard event boxes with lids (18x18x34 or comparable), 64 and 96-gallon carts. Bins will be made available in sizes including 2, 3, 4, and 6 cubic yards. Roll-Off Box service will be made available in Container sizes including 10, 20, 30 and 40 cubic yards. Collection frequency will be provided as required by the event organizer.
- G. On-Call Bulky Item Service.** Contractor shall provide on-call collection of illegally dumped Bulky Items as requested by the County. Such items must be accessible by truck, and the timing of collection will occur after consultation with the Contractor. Within 48 hours of notification by the County, the Contractor shall Collect the item(s). The Contractor shall provide a designated contact to the County for notification of illegally dumped items through the County’s Connect application.
- H. Inter-Local Agreement with the Community of Lockwood.** The Contractor shall maintain the current Inter-local Agreement between Storey County and the community of Lockwood, whereby the Contractor cooperates with and provides special services for the Lockwood Community, as needed.

## **5.10 PUBLIC EDUCATION AND OUTREACH**

All public education activities will be conducted by the Contractor. The Contractor shall be responsible for ensuring that its customers consistently receive a high level of customer service and responsiveness. The Contractor shall prepare an annual public education plan and meet with the County or the County’s representative to review the plan. The County shall have the right to review all promotion materials and implementation of the promotion strategy.

- A. Contractor Responsibilities.** The Contractor will be required to provide the following services:
1. Distribute public education and outreach materials during roll-out of the new collection services program. This will entail distributing program literature with

delivery of new carts and bins to all customers at inception of the new program.

2. Public education strategy and development of materials to support roll-out of new collection services.
  3. Develop, produce and distribute an information packet to each new customer throughout the Contract term. The Contractor may attach these packets to the carts and bins upon initial cart and bin distribution at the commencement of the new Agreement and at the point of new customer set-up throughout the term of this Agreement. This packet shall: describe available services, including available recycling and diversion programs; provide instructions for proper use of the carts and bins provided (such as how to place carts or other permitted items for Collection, the types of materials to be placed in each cart); detailed holiday Collection schedules; and, provide billing and customer service telephone numbers. This packet shall contain updated information on how to use Containers, when, where and how to place solid waste for Collection, and who to contact with service or billing questions, and for bulky item Collection. The packet must also clearly indicate what materials, such as syringes and other Household Hazardous Wastes (HHW), should not be disposed of in these Containers. This brochure must include instructions on County-managed solid waste programs and services such as information on the County's free dump program and HHW program. The informational packet will be updated and re-distributed during years three (3) and seven (7) of this Agreement term.
  4. Develop, produce and distribute public education and promotional materials to MFD and Commercial accounts at inception of the new program and during the term of this Agreement, including all outreach and education materials necessary to implement collection programs.
  5. Deliver set-out correction notices during the term of this Agreement.
  6. Staff a booth at local public events as requested by the County and distribute promotional and educational materials.
  7. Include within its bills any inserts produced and provided by the County. Inserts must fit within the Contractor envelopes. County will be responsible for any additional postage resulting from the inserts.
- B. Spanish Language.** The Contractor shall provide, at the request of the Customer, Spanish translations of written communication (packets, billing inserts, website content, etc.) to meet the needs of County SFD, MFD and Commercial Customers.
- C. Coordination with Contract Administrator.** The Contractor shall cooperate and coordinate with the Contract Administrator to minimize duplicative, inconsistent, or inappropriately timed education campaigns. The Contractor shall allow the Contract Administrator a reasonable opportunity to review, request modifications to, and approve all public education materials including, but not limited to: print, radio, television, or internet media before publication, distribution, and/or release. The County shall have the

right to request that the Contractor include County identification and contact information on public education materials and approval of such requests shall not be unreasonably withheld.

- D. Graffiti Abatement.** The Contractor shall be responsible for graffiti removal from Containers within 48-hours of notification at no additional charge to the Customer or to the County.
- E. Other Services.** The Contractor shall provide additional services and programs, such as pilot programs, special studies, etc., as requested by the County at a price to be mutually agreed upon between the Contractor and the Contract Administrator. In the event the Contractor and the Contract Administrator cannot reach a mutually agreed upon price for the requested service or program, the County shall have the right to procure the service of other vendors or contractors to provide the requested service, provided such service would not have a negative financial impact on Contractor (e.g., reduce revenue or increase costs).
- F. Emergency Situations.** In the event of a flood, tornado, major storm, earthquake, fire, natural disaster, or other such event, the Contract Administrator shall grant the Contractor a variance from regular routes and schedules. As soon as practicable after such event, the Contractor shall advise the Contract Administrator when it is anticipated that normal routes and schedules can be resumed. The Contract Administrator shall make an effort through the local news media to inform the public when regular services may be resumed.

  - 1. Emergency Service Compensation.** The Contractor shall provide emergency services (i.e., special collections, transport, processing and disposal) at the County's request in the event of major accidents, disruptions, or natural calamities. The Contractor shall be capable of providing emergency services within twenty-four (24) hours of notification by the County or as soon thereafter as is reasonably practical in light of the circumstances. Emergency services which exceed the scope of work under this Agreement, and which are not compensated by charges to Customers (in accordance with the Maximum Service Rates provided in Exhibit 1), will be billed by the Contractor to the County in accordance with the Maximum Service Rates on Exhibit 1, and may either be paid by the County or treated as a County-Directed Change as set forth in Article 5.5 of this Agreement.

## **ARTICLE 6: PROCESSING AND DISPOSAL REQUIREMENTS**

### **6.1 OWNERSHIP OF SOLID WASTE AND RECYCLABLE MATERIALS**

The County and the Contractor understand and agree that it is the Contractor, and not the County, who



will arrange to Collect Solid Waste and Recyclable Materials that the County has not, and, by this Agreement does not, instruct Contractor on its Collection methods, nor supervise the Collection process; nor do the Parties intend to place title to Solid Waste and Recyclable Materials by the Contractor in the County. Rather, the Parties intend that whatever, if any, title in and to the Solid Waste and Recyclable Materials that is Collected by the Contractor which otherwise might exist in or with the County in the absence of this Agreement is hereby transferred to the Contractor; and further that if the Contractor gains title to such Solid Waste and Recyclable Materials it is by operation of law and agreement with its Service Recipients and is not the result of this Agreement. At no time does the County obtain any right of ownership or possession of Solid Waste and Recyclable Materials placed for Collection, and nothing in this Agreement shall be construed as giving rise to any inference that the County has any such rights. The County and the Contractor agree that, for the purposes of all laws imposing liability for defective products, it is the Contractor, and not the County which is to be considered the merchant of goods Recycled pursuant to this Agreement. Subject to the provisions of this Agreement, and unless the County exercises its rights to direct the location for Disposal and Processing of Solid Waste and Recyclable Materials the Contractor shall have the right to retain, Recycle, Process, Dispose of, and otherwise use Solid Waste and Recyclable Materials Collected pursuant to the terms hereof in any lawful fashion or for any lawful purpose; and, further, shall have the right to retain any benefit resulting from its right to retain, Recycle, Process, Dispose of, or reuse the Solid Waste and Recyclable Materials which it collects.

## **6.2 TRANSPORTATION OF DISCARDED MATERIALS**

The Contractor shall transport all Discarded Materials Collected to the designated Transfer Station, Materials Recovery Facility, or Disposal Facility. The Contractor agrees to make all reasonable efforts to not commingle Recyclable Materials with Solid Waste intended for landfill disposal. The Contractor shall maintain accurate records of the quantities of Solid Waste and Recyclable Materials transported to the Transfer Station, Materials Recovery Facility, or Disposal Facility and will cooperate with the County in any audits or investigations of such quantities. The Contractor shall cooperate with the operator of any Transfer Station, MRF, or Disposal Facility with regard to operations therein, including, for example, complying with directions from the operator to unload Collection vehicles in designated areas, accommodating to maintenance operations and construction of new facilities, cooperating with its Hazardous Waste exclusion program, and so forth.

## **6.3 TRANSFER OF DISCARDED MATERIALS**

The Contractor may transfer Solid Waste Collected but not sent to a designated Disposal Facility; Recyclable Materials Collected, but not sent to a designated MRF, at the designated Transfer Station. All expenses related to the transfer of Solid Waste will be the sole responsibility of the Contractor. If the Contractor or Affiliate owns and/or operates the Transfer Station, all expenses associated with permitting, regulatory compliance, etc. and all other costs associated with the operation and ownership of the Transfer Station is the sole responsibility of the Contractor.

- A. Status of Transfer Station.** The Approved Transfer Station utilized by the Contractor shall be designed and constructed in accordance with Applicable Laws. Any such Transfer Station shall have been issued all permits from federal, State, regional, county and County agencies necessary for it to operate as a large volume transfer/processing facility and be in full regulatory compliance with all such permits.



## **6.4 DISPOSAL**

The Contractor shall dispose of Solid Waste Collected, but not sent to a designated Transfer Station, MRF or Processing Facility, and Residue at the designated Disposal Facility. All expenses related to the disposal of Solid Waste will be the sole responsibility of the Contractor. If the Contractor or Affiliate owns and/or operates the Disposal Facility, all expenses associated with permitting, regulatory compliance, closure and post-closure, etc. and all other costs associated with the operation and ownership of the Disposal Facility is the sole responsibility of the Contractor.

- A. Status of Disposal Facility.** The Approved Disposal Facility utilized by the Contractor shall have been issued all permits from federal, state, regional, county and County agencies necessary for it to operate and be in full regulatory compliance with all such permits.

## **6.5 RECYCLABLE MATERIALS PROCESSING SERVICES**

The Contractor shall deliver all Collected Recyclable Material to a fully permitted Recyclable Material Processing Facility or a fully permitted Transfer Station. All expenses related to Recyclable Material Processing and marketing will be the sole responsibility of the Contractor. The Contractor shall ensure that all Recyclable Material Collected pursuant to this Agreement is diverted from the landfill. The Contractor shall ensure that the Recyclable Material Collected pursuant to this Agreement is not disposed of in a landfill, except as a Residue resulting from Processing.

- A. Status of Recyclable Material Processing Facility.** The Approved Recyclable Material Processing Facility utilized by the Contractor shall have been issued all permits from federal, state, regional, county and County agencies necessary for it to accept the County's Recyclable Materials, and be in full regulatory compliance with all such permits

# **ARTICLE 7: REQUIREMENTS FOR OPERATIONS, EQUIPMENT AND PERSONNEL**

## **7.1 GENERAL**

The Contractor shall at all times comply with Applicable Laws and provide services in a manner that is safe to the public and the Contractor's employees. Except to the extent that a higher performance standard is specified in this Agreement, the Contractor shall perform services in accordance with Solid Waste and Recyclable Materials management practices common to Nevada.

## **7.2 CONTRACTOR'S OFFICE**

The Contractor shall maintain a publicly accessible that provides telephone access to residents and businesses of the County and shall be open during normal business hours, which are currently 8:00 a.m. to 5:00 p.m., Monday through Friday, except for Holidays. Office hours may be adjusted at the discretion of the Contractor only after appropriate notification is provided to all Customers and provided that offices are open for business at least eight (8) hours per day Monday through Friday, except for Holidays. Contractor shall maintain publicly accessible office in the Reno, Sparks, Carson City area , as approved by Storey County.

### 7.3 SERVICE STANDARDS

The Contractor shall perform all Collection Services under this Agreement in a thorough and professional manner. Except for incidents of Excuse from Performance set forth in Article 12.7 herein, Collection Services described in this Agreement shall be performed regardless of difficulty of Collection.

### 7.4 COLLECTION ROUTES, OPERATING HOURS AND SCHEDULES

**A. Collection Routes.** Beginning not less than ninety (90) days prior to commencement of Collection Services, and continuing during the Term of this Agreement, the Contractor shall prepare and maintain maps precisely defining Collection routes, together with the days and the times at which Collection shall regularly commence. Such maps shall be made available to the County for review upon request by the Contract Administrator.

**B. Subsequent Collection Route Changes.** In the event of a route change which will change the Collection day for an SFD Service Unit, the Contractor shall notify those Service Recipients in writing of the route change not less than thirty (30) days before the proposed date of implementation. The Contractor shall also provide the Contract Administrator with a copy of the service change notification.

**C. Hours of Collection.**

Unless otherwise authorized by the Contract Administrator, the Contractor's days and hours for the Collection operations shall be as follows:

**1. SFD Collection.** SFD Collection Services shall only occur between the hours of 6:00 a.m. and 6:00 p.m., Monday through Friday, with no regularly scheduled service on Saturday or Sunday. The hours, days, or both of Collection may be temporarily extended due to extraordinary circumstances or conditions.

**2. MFD, Commercial and County Collection.** MFD, Commercial and the County Collection shall only occur between the hours of 5:00 a.m. and 6:00 p.m., Monday through Saturday. Collection Services performed in or near areas zoned for residential use and which disturbs the residents, may be limited upon request of County to the hours of 7:00 a.m. to 6:00 p.m. The hours of Collection may be temporarily extended due to extraordinary circumstances or conditions, or County events held on Sunday.

### 7.5 COLLECTION STANDARDS

**A. Manner of Collection.** The Contractor shall provide Collection Service with as little disturbance as possible and shall leave any Cart or Bin in an upright position at the same point it was Collected without obstructing alleys, roadways, driveways, sidewalks or mailboxes.

The Contractor, at the request of Customers, may provide special services including: (i) unlocking Containers; (ii) accessing Container enclosures with a key; or, (iii) pulling or pushing Containers to the Collection vehicle. The Contractor may charge Customers for extra services at the Maximum Approved Rates for such services.

**B. Litter Abatement and Spill Prevention.** The Contractor shall not litter Premises in the

process of providing Collection Services or while its vehicles are on the road. The Contractor shall transport all materials Collected under the terms of this Agreement in such a manner as to prevent the spilling or blowing of such materials from the Contractor's vehicle. The Contractor shall exercise all reasonable care and diligence in providing Collection Services so as to prevent spilling or dropping of any material and shall immediately, at the time of occurrence, clean up such spilled or dropped materials.

1. The Contractor shall not be responsible for cleaning up unsanitary conditions caused by the carelessness of the Service Recipient; however, the Contractor shall clean up any materials that are spilled or scattered by the Contractor or its employees.
2. Equipment oil, hydraulic fluids, spilled paint, or any other liquid or debris resulting from the Contractor's operations or equipment repair shall be covered immediately with an absorptive material and removed from the street surface. When necessary, the Contractor shall apply a suitable cleaning agent to the street surface to provide adequate cleaning. To facilitate such clean-up, the Contractor's vehicles shall at all times carry sufficient quantities of petroleum absorbent materials along with a broom and shovel. The Contractor shall not be responsible for removing any stain that may remain after application of such absorbents and cleaning agents.
3. The Contractor shall not transfer loads from one vehicle to another on any public street, unless it is necessary to do so because of mechanical failure, hot load (combustion of material in the truck), or accidental damage to a vehicle.
4. The above paragraphs notwithstanding, the Contractor shall clean up any spillage or litter caused by the Contractor within one (1) hour upon notice from the County.
5. In the event where damage to the County Streets (other than stains) is the result of a hydraulic oil spill caused by the Contractor, the Contractor shall be responsible for all repairs to return the street to the same condition prior to the spill. The Contractor shall also be responsible for all clean-up activities related to the spill. Repairs and clean-up shall be performed in a manner satisfactory to the Contract Administrator and at no cost to the County.
6. The Contractor shall be responsible for reporting incidents as required by the Nevada Division of Environmental Protection.

## **7.6 OWNERSHIP OF MATERIALS**

- A. Title to Solid Waste, Recyclable Materials, and Bulky Items shall pass to the Contractor at such time as said materials are properly containerized, bagged, or bundled and placed at the curb or other point of Collection in the manner as set forth herein or as agreed to by the Contractor and the Customer. If materials are placed out for Collection without being properly containerized, bagged, or bundled, title shall pass to the Contractor at the time the material is placed in the Contractor's Collection vehicle. If Collected materials are delivered to a Transfer Station or Materials Recovery Facility other than one operated by the Contractor, then title will again transfer from the Contractor to the operator of the non-Contractor Transfer Station, or Materials Recovery Facility upon such delivery.

- B. Title to any material self-hauled to the Transfer Station, Materials Recovery Facility, or Disposal Facility shall pass to the Contractor at the time the material is accepted at these facilities provided Contractor owns such facilities.
- C. Title to material Collected as part of a County Clean-up Service or Special Event Collection Service shall pass to the Contractor at the time the material is placed in the Collection Container provided by the Contractor or the Contractor's Collection vehicle if no Containers are provided by the Contractor.

## **7.7 EXEMPT WASTE**

- A. Under no circumstances shall the Contractor's employees knowingly Collect Exempt Waste or remove unsafe or poorly containerized Exempt Waste from a Collection Container. If the Contractor determines that material placed in any Container for Collection is Exempt Waste, or other material that may not legally be accepted at the Materials Recovery Facility, Transfer Station, or Disposal Facility, or presents a hazard to the Contractor's employees, the Contractor shall have the right to refuse to accept such material. The Generator shall be contacted by the Contractor and requested to arrange for proper disposal service. If the Generator cannot be reached immediately, the Contractor shall, before leaving the premises, leave a Non-Collection Notice which indicates the reason for refusing to Collect the material and how the Exempt Waste can be properly disposed or recycled.
- B. If Exempt Waste is found in a Collection Container that poses an imminent danger to people or property, the Contractor shall immediately notify the appropriate Fire Department and/or other emergency services departments as appropriate, as well as the County.
- C. If Exempt Waste is identified at the time of delivery to the Transfer Station, Materials Recovery Facility, or Disposal Facility and the generator cannot be identified, the Contractor shall be solely responsible for handling and arranging transport and disposition of the Exempt Waste.

## **7.8 REGULATIONS AND RECORD KEEPING**

The Contractor shall comply with emergency notification procedures required by Applicable Laws and regulatory requirements. All records required by laws and regulations shall be maintained at the Contractor's facility.

## **7.9 VEHICLE REQUIREMENTS**

- A. **General Provisions.** The Contractor shall provide a fleet of Collection vehicles sufficient in number and capacity to efficiently perform the work required by this Agreement in strict accordance with its terms. All such vehicles shall have watertight bodies designed to prevent leakage, spillage, or overflow. Hoppers shall be enclosed on top and on all sides to prevent material from leaking, blowing or falling from the vehicles. Each Collection vehicle shall be equipped with a shovel and broom for clean-up of spillage. Collection vehicles shall never be loaded to exceed the manufacturer's recommended weight limit

or otherwise operated unsafely or in violation of any Applicable Law. Contractor shall replace Collection vehicles according to the Contractor's industry-standard replacement schedule at ten-to-twelve years of vehicle age depending upon vehicle type. Contractor shall provide vehicles capable of serving all residential and commercial service locations, including hard to service areas, within Storey County, including during periods of inclement weather (e.g. snow, rain, mud and other weather impediments to service). This may require the Contractor to provide smaller vehicles (e.g. scout trucks, pickup trucks, flatbed trucks, or other vehicle). **Safety Markings.** All Collection equipment used by the Contractor shall have appropriate safety markings including, but not limited to, highway lighting, flashing and warning lights, clearance lights, and warning flags. All such safety markings shall be in accordance with the requirements of the County, as may be amended from time to time.

- B. Vehicle Signage and Painting.** Collection vehicles shall be painted and numbered uniquely without repetition and shall have the Contractor's name, the Contractor's customer service telephone number, and the number of the vehicle painted in letters of contrasting color, at least six (6) inches high, on each side and the rear of each vehicle. No advertising shall be permitted other than the name of the Contractor except promotional advertisement of the Recyclable Materials programs or such other signage as may be approved by the Contract Administrator in writing. The Contractor shall repaint all vehicles (including vehicle striping if appropriate) during the Term of this Agreement as necessary to maintain a positive public image.
- C. Vehicle Maintenance.** The Contractor shall maintain Collection equipment in a clean condition and in good repair at all times. All parts and systems of the Collection equipment shall operate properly and be properly maintained. The Contractor shall wash all Collection vehicles at least once a week. The Contractor shall inspect each vehicle daily to ensure that all equipment is operating properly. Vehicles that are not operating properly shall be taken out of service until they are repaired and operate properly. The Contractor shall repair, or arrange for the repair of, all of its vehicles and equipment for which repairs are needed because of accident, breakdown or any other cause so as to maintain all equipment in a safe and operable condition. The Contract Administrator may inspect vehicles at any reasonable time, and within three (3) calendar days of such a request, to determine compliance with this Agreement and sanitation requirements.
- D. Vehicle Noise Level.** All Collection operations shall be conducted as quietly as possible and shall conform to applicable Federal, State, County, and the County noise level regulations. The County may request the Contractor to check any piece of equipment for conformance with the noise limits when reasonable to do so.
- E. Vehicle and Equipment Inventory.** On or before the Effective Date of this Agreement, the Contractor shall provide to the Contract Administrator an inventory of Collection vehicles and ancillary equipment used by the Contractor for Collection or transportation in performance of services under this Agreement. The inventory shall indicate each Collection vehicle by identification number, DMV license number, the age of the chassis and body, type of fuel used, the type and capacity of each vehicle, the number of vehicles, the date of acquisition, the decibel rating, and the maintenance and rebuilt status. The Contractor shall submit to the Contract Administrator an updated inventory annually, or more often at the request of the County. Each vehicle inventory shall be accompanied by a certification signed by the Contractor that all Collection vehicles meet the requirements of this Article.

- F. **Vehicle Registration, Licensing and Inspection.** The Contractor shall maintain documentation to verify that each of the Contractor's Collection vehicles are in compliance with all registration, licensing and inspection requirements of the Nevada Department of Public Safety, the Nevada Department of Motor Vehicles, and any other Applicable Laws or regulations. Upon written request by the Contract Administrator, copies of such documentation shall be provided to the County within ten (10) work days of the request.
- G. **Reserve Equipment.** The Contractor shall have available to it, at all times, a reasonable number of reserve Collection equipment which can, to the extent needed to complete the Collection route, be dispatched within one (1) hour of any breakdown. Such reserve equipment shall correspond in size and capacity to the equipment used by the Contractor to perform the contractual duties.
- H. **Covering of Loads.** All loads not in covered body trucks shall be tarped or restrained to prevent spilling.
- I. **Weight Restrictions.** The Contractor shall not load vehicles in excess of the manufacturer's recommendations or limitations imposed by State or local weight restrictions on vehicles. The Contractor acknowledges that the County may document compliance with this provision of this Agreement through review of scale tickets and records of the Transfer Station, MRF, and Disposal Facility.

#### 7.10 CONTAINER REQUIREMENTS

- A. **SFD Carts.** The Contractor will provide each SFD with new, wheeled Carts for automated collection of Solid Waste. The default service level will be a 96-gallon Cart for each material type Collected weekly. The Contractor must also provide a 64- or a 32-gallon Cart as a substitute depending on the Customer's preference and need. **No discount will be given for using a 64-gallon Cart. 32-gallon Cart shall be offered at a reduced rate.** Customers may add additional Carts for Solid Waste Collection as may be needed at an additional charge. Customers will be required to place the Cart(s) curbside for collection.
- B. **Purchase and Distribution of Carts and Bins.** The Contractor shall be responsible for the purchase and distribution of fully assembled and functional Carts and Bins to Service Units in the Service Area. The Contractor shall also distribute Carts and Bins to new Service Units that are added to the Contractor's Service Area during the Term of this Agreement. The distribution shall be completed within their next Service Day. The Contractor shall offer animal-proof Carts and Bins for an additional amount not exceeding the applicable Maximum Service Rates set forth in Exhibit 1 to this Agreement.
- C. **Replacement of Carts and Bins.**
  - 1. The Contractor's employees shall take care to prevent damage to Carts or Bins by unnecessary rough treatment. However, any Cart or Bin damaged by the Contractor shall be replaced by the Contractor, at the Contractor's expense, within three (3) Residential Service Work Days after notification by the County or the Service Recipient, at no cost or inconvenience to the Service Recipient or to the County.

2. Upon notification to the Contractor by the County or a Service Recipient that the Service Recipient's Cart(s) or Bin(s) are faulty or have worn out, or have been stolen or damaged beyond repair, the Contractor shall deliver a replacement Cart(s) or Bin(s) to such Service Recipient within three (3) work days. There shall be no charge to the Service Recipient for the delivery or replacement of the Cart(s) or Bin(s).

In those instances where the Contractor can demonstrate that a Cart(s) or Bin(s) was being used for other purposes or damaged due to the Service Recipient negligence (e.g. hot coals or other damage that cause the cart or bin to be usable), the Contractor shall be entitled to bill the Service Recipient the cost of the Cart(s) or Bin(s) plus the delivery charge in an amount not exceeding the applicable Maximum Service Rates set forth in Exhibit 1 to this Agreement.

3. The Contractor shall maintain records documenting all Cart and Bin replacements occurring on a monthly basis. Such information shall be provided to the Contract Administrator upon written request.

- D. **Repair of Carts and Bins.** The Contractor shall be responsible for repair of Carts and Bins in the Service Area including but not be limited to, hinged lids, wheels and axles. Within three (3) Residential Service Work Days of notification by the County or a Service Recipient of the need for such repairs, the Contractor shall repair the Cart or Bin, or if necessary, remove the Cart or Bin for repairs and deliver a replacement Cart or Bin to the Service Recipient.
- E. **Cart or Bin Exchange.** Upon notification to the Contractor by the County or a Service Recipient that a change in the size or number of Carts or Bins is required, the Contractor shall deliver such Carts or Bins to such Service Recipient no later than the Service Recipient's next regularly scheduled Collection day. Each SFD Service Unit shall be entitled to receive one (1) free Solid Waste Cart exchange per Agreement Year during the Term of this Agreement. Each MFD, Commercial or County Service Unit shall be entitled to receive one (1) free Solid Waste Cart or Bin exchange, and to the extent such Carts or Bins are provided by the Contractor under the terms of this Agreement, and one (1) free Recycling Cart or Bin exchange, per Agreement Year during the Term of this Agreement. Accordingly, the Contractor shall be entitled to charge for exchanges in excess of the limit set forth above per Agreement Year, at a rate not exceeding the "Cart or Bin Exchange" Maximum Service Rate as set forth in Exhibit 1, as adjusted under the terms of this Agreement.
- F. **Additional Solid Waste Capacity.** Upon notification to the Contractor by the County or a Service Recipient that additional Solid Waste capacity is requested, the Contractor shall comply by delivering a larger Cart, an additional Cart, larger Bin or an additional Bin, to such Service Recipient within ten (10) Work Days. The Contractor shall be entitled to charge for the cost of the additional Solid Waste capacity in an amount not exceeding the applicable Maximum Service Rate for the larger capacity or Additional Cart or Bin as set forth in Exhibit 1, as adjusted under the terms of this Agreement.

- G. Ownership of Carts.** Ownership of Carts shall rest with the Contractor, except that, in the case of the termination of this Agreement prior to the expiration of the initial Term or optional extension Terms due to the default of the Contractor as set forth in Article 12 of this Agreement, the County shall have the right to take possession of the Carts and retain such possession under the terms and conditions described in Article 12. Upon the receipt of written notice from the County, the Contractor shall submit to the Contract Administrator an inventory of Carts, including their locations.
- H. Ownership of Bins.** Ownership of Bins distributed by the Contractor shall rest with the Contractor except in the case of the termination of this Agreement prior to the expiration of the initial Term or optional extension Terms due to the default of the Contractor as set forth in Article 12 of this Agreement. Under such circumstances, the County shall have the right to take possession of the Bins and retain such possession under the terms and conditions described in Article 12. Upon the receipt of written notice from the County, the Contractor shall submit to the Contract Administrator an inventory of Bins, including their locations.
- I. New Service Units.**
- 1. Purchase and Distribution of Carts and Bins.** The Contractor shall be responsible for the purchase and distribution of fully assembled and functional **New Carts** and Bins to new Service Units that are added to the Contractor's Service Area during the Term of this Agreement. The distribution shall be completed within three (3) Residential Service Work Days of receipt of notification from the County or the Service Unit.
  - 2. Collection Services.** The Contractor shall provide Collection Services described in this Agreement to new Service Units on the next regularly scheduled Collection day following delivery of the Carts or Bins.
- J. Annual Inspection and Cleaning.** Once each Agreement Year, at no charge to the County, MFD or Commercial Service Unit, the Contractor shall provide, upon request or as deemed necessary, the cleaning of Bins. In the event a Customer requests the Contractor to provide Bin cleaning more than one (1) time per Agreement Year, the Contractor shall have the right to charge the Customer an amount not exceeding the Maximum Service Rate for Bin Cleaning set forth in Exhibit 1.

## **7.11 LABOR AND EQUIPMENT**

The Contractor shall provide and maintain all labor, equipment, tools, facilities, and personnel supervision required for the performance of the Contractor's obligations under this Agreement. The Contractor shall at all times have sufficient backup equipment and labor to fulfill the Contractor's obligations under this Agreement. No compensation for the Contractor's services or for the Contractor's supply of labor, equipment, tools, facilities or supervision shall be provided or paid to the Contractor by the County or by any Service Recipient except in accordance with this Agreement.



## **7.12 HOLIDAY SERVICE**

The Contractor shall provide normal Collection Services without regard to any Holidays, with the exception of New Year's Day, Thanksgiving Day and Christmas Day. There will be no collection on these three Holidays and a one-day delay for the remainder of each of these three Holiday weeks.

## **7.13 DISPOSAL AND PROCESSING**

- A. Solid Waste.** Except as set forth below, all Solid Waste Collected as a result of performing Collection Services shall be transported to the Transfer Station or the Disposal Facility and eventually disposed of at the Disposal Facility. In the event the Disposal Facility is closed on a Commercial Service Work Day, the Contractor shall transport and dispose of the Solid Waste at such other legally permitted disposal facility as is approved by the County. Notwithstanding any other provision of this Agreement, if a Disposal Facility other than the designated Disposal Facility is used, and it is not owned/operated by the Contractor or its Affiliate (it being understood that such other Disposal Facility would need to be selected by the Contractor and approved by the County, or specifically designated by the County), then the Contractor's obligations hereunder will not include the landfilling of the Solid Waste (which will be the responsibility of the Disposal Facility operator).
- B. Recyclable Materials.** All Recyclable Materials Collected as a result of performing Collection Services shall be delivered to the Materials Recovery Facility (MRF). In the event the MRF is closed on a Commercial Service Work Day, the Contractor shall transport and deliver the Recyclable Material to such other legally permitted MRF as is approved by the County. The Contractor shall ensure that all Recyclable Materials Collected pursuant to this Agreement that are expressly listed in Exhibit 4 (including those materials added by the Contractor to such list from time to time), except Residue resulting from processing, are diverted from the Disposal Facility in accordance with current and subsequent legislation and regulations. Notwithstanding any other provision of this Agreement, if an MRF other than the designated Transfer Station is used that is not owned/operated by the Contractor or its Affiliate (it being understood that such other MRF would need to be selected by the Contractor and approved by the County, or specifically designated by the County), then the Contractor's obligations hereunder will not include processing and marketing of Recyclable Materials (which will be the responsibility of the MRF operator).
- C. Bulky Items.** All Bulky Items Collected as a result of performing Collection Services shall be delivered to the designated Approved Facility.
  - 1. Bulky Items Containing Freon.** In the event the Contractor Collects Bulky Items that contain freon, the Contractor shall handle such Bulky Items in a manner such that the Bulky Items are not subject to regulation as Hazardous Waste under federal, State and/or County Applicable Laws or regulations.

## **7.14 SOLID WASTE - IMPROPER PROCEDURE**

Except as set forth below, the Contractor shall not be required to Collect Solid Waste if the Service Recipient does not segregate the Solid Waste from Exempt Waste. If Solid Waste is contaminated through

commingling with Exempt Waste, the Contractor shall, if practical, separate the Solid Waste from the contaminants. The Solid Waste shall then be Collected and the contaminants shall be left in the Solid Waste Cart or Bin along with a Non-Collection Notice explaining why the contaminant(s) is not considered Solid Waste. However, in the event the Solid Waste and contaminants are commingled to the extent that they cannot easily be separated by the Contractor or the nature of the contaminants renders the entire Solid Waste Cart or Bin contaminated, the Contractor may; 1) Collect the Solid Waste and leave a Non-Collection Notice that contains instructions on the proper procedures for setting out Solid Waste or; 2) leave the Solid Waste Cart or Bin un-emptied along with a Non-Collection Notice that contains instructions on the proper procedures for setting out Solid Waste. On the third (3<sup>rd</sup>) time that the Contractor finds that a Service Unit has set out contaminated Solid Waste, the Contractor may leave the Solid Waste Cart or Bin un-emptied along with a Non-Collection Notice that contains instructions on the proper procedures for setting out Solid Waste and reduce the service at that Service Unit to the minimum level available by exchanging the Solid Waste Container without the authorization of the Customer.

#### **7.15 RECYCLING - IMPROPER PROCEDURE**

Except as set forth below, the Contractor shall not be required to Collect Recyclable Materials if the Residential or Commercial Service Recipient does not segregate the Recyclable Materials from Solid Waste, or Exempt Waste. The first (1<sup>st</sup>) time Recyclable Materials are contaminated through commingling with Solid Waste, or Exempt Waste, the Contractor shall contact the Customer to discuss the contamination and shall Collect the Container and cause the material contained therein to be disposed or processed in the most appropriate manner. On the second (2<sup>nd</sup>) time that the Contractor finds that a Service Unit has set out contaminated Recyclable Materials, the Contractor shall contact the Customer to discuss the contamination and shall Collect the Container and cause the material contained therein to be disposed or processed in the most appropriate manner. In addition, the Contractor may, without the authorization of the Customer, remove the Recycling Cart(s) or Bin(s) and stop Collecting Recyclable Materials from that Residential or Commercial Service Unit.

- A. Recycling - Changes to Work.** Should changes in law arise that necessitate any additions or deletions to the work described herein including the type of items included as Recyclable Materials, the parties shall negotiate any necessary cost changes and adjustment in Maximum Service Rates pursuant to Article 5.5 and shall enter into an Agreement amendment covering such modifications to the work to be performed and the adjustment to Maximum Service Rates before undertaking any changes or revisions to such work.

#### **7.16 COMMINGLING OF MATERIALS**

- A. Solid Waste and Recyclable Materials.** The Contractor shall not commingle Solid Waste Collected pursuant to this Agreement with any Recyclable Materials separated for Collection pursuant to this Agreement prior to delivery to the Transfer Station, MRF, or Disposal Facility as appropriate, without the express prior written authorization of the Contract Administrator.
- B. Solid Waste Material Collected in the Service Area.** The Contractor shall not commingle any Solid Waste Collected pursuant to this Agreement with any other material Collected by the Contractor outside the County Service Area prior to delivery to the Transfer

Station, MRF, or Disposal Facility as appropriate, unless the Contractor has provided documentation that is satisfactory to the Contract Administrator explaining how the commingled material will be allocated.

- C. **Recyclable Materials Collected in the Service Area.** The Contractor shall not commingle Recyclable Materials Collected pursuant to this Agreement with any other material Collected by the Contractor outside the County Service Area prior to delivery to the Transfer Station, MRF, or Disposal Facility as appropriate, unless the Contractor has provided documentation that is satisfactory to the Contract Administrator explaining how the commingled material will be allocated.
- D. **Material Separation.** Solid Waste, Recyclable Materials, and Bulky Items shall not be mixed together in the Contractor's Collection equipment unless such material has been deemed contaminated in which case it shall be Collected as Solid Waste. Each category of material Collected shall be kept separated according to type or classification except for such material that has been deemed contaminated in which case it shall be classified as Solid Waste.
- E. **Recyclable Materials Delivered to the Transfer Station.** Separated Recyclable Materials delivered to the Transfer Station for recycling pursuant to this Agreement shall not be mixed with any Solid Waste. Contractor shall transfer delivered Recyclable Materials from the Transfer Station or other Recycling Drop-Off Sites to a permitted recycling processing facility.

#### 7.18 PERSONNEL

- A. **General Personnel Requirements.** The Contractor shall employ and assign qualified personnel to perform all services set forth herein. The Contractor shall be responsible for ensuring that its employees comply with all Applicable Laws and regulations and meet all federal, state and local requirements related to their employment and position.

The Contractor shall furnish such qualified drivers, mechanical, supervisory, customer service, clerical, and other personnel as may be necessary to provide the services required by this Agreement in a safe and efficient manner.

The Contractor shall use its best efforts to assure that all employees who interact with Customers present a neat appearance and conduct themselves in a courteous manner. The Contractor shall not permit its employees to accept, demand, or solicit, directly or indirectly, any additional compensation, or gratuity from members of the public.

The Contractor shall designate at least one (1) qualified employee as the County's primary point of contact with Contractor who is principally responsible for Collection operations and resolution of service requests and complaints. Contractor shall immediately inform County of any changes in the designated primary point of contact.
- B. **Driver Qualifications.** All drivers must have in effect a valid license, of the appropriate class, issued by the Nevada Department of Motor Vehicles.
- C. **Safety Training.** The Contractor shall provide suitable operational and safety training for all of its employees who operate Collection vehicles or equipment. The Contractor shall train its employees involved in Collection to identify, and not to collect, Exempt Waste.

Upon the Contract Administrator's request, the Contractor shall provide a copy of its safety policy and safety training program, the name of its safety officer, and the frequency of its trainings.

#### **7.19 HAZARDOUS WASTE INSPECTION AND HANDLING**

- A. Inspection Program and Training.** The Contractor shall develop a load inspection program that includes the following components: (i) personnel and training; (ii) load checking activities; (iii) management of wastes; and, (iv) record keeping and emergency procedures.

The Contractor's load checking personnel, including its Collection vehicle drivers, shall be trained in: (i) the effects of Hazardous Substances on human health and the environment; (ii) identification of prohibited materials; and, (iii) emergency notification and response procedures. Collection vehicle drivers shall inspect Containers before Collection when practical.

- B. Response to Exempt Waste Identified During Collection.** If the Contractor determines that material placed in any Container for Collection is Exempt Waste or presents a hazard to the Contractor's employees, the Contractor shall have the right to refuse to accept such material. The Generator shall be contacted by the Contractor and requested to arrange proper Disposal. If the Generator cannot be reached immediately, the Contractor shall, before leaving the Premises, leave a tag at least two (2) inches by six (6) inches in size, which indicates the reason for refusing to Collect the material and lists the phone number of a facility that accepts the Exempt Waste or a phone number of an entity that can provide information on proper Disposal of the Exempt Waste. Under no circumstances shall Contractor's employees knowingly Collect Exempt Waste or remove unsafe or poorly containerized Exempt Waste from a Collection Container. Prior to the Commencement Date of this Agreement, the tag that will be used to notice Customers of reason for non-Collection shall be reviewed and approved by the Contract Administrator. If Exempt Waste is found in a Collection Container or Collection area that could possibly result in imminent danger to people or property, the Contractor shall immediately notify the Fire Department.

- C. Response to Exempt Waste Identified at Disposal or Processing Facility.** Materials Collected by the Contractor will be delivered to the Approved Facilities for purposes of Processing or Disposal. In the event that load checkers and/or equipment operators at such facility identify Exempt Waste in the loads delivered by the Contractor, such personnel shall remove these materials for storage in approved, on-site, Exempt Waste storage Container(s). The Contractor shall arrange for removal of the Exempt Wastes at its cost by permitted haulers in accordance with Applicable Laws and regulatory requirements. The Contractor may at its sole expense attempt to identify and recover the cost of Disposal from the Generator. If the Generator can be successfully identified, the cost of this effort, as well as the cost of Disposal shall be chargeable to the Generator.

## **ARTICLE 8: BILLING, CUSTOMER SERVICE, RECORD KEEPING, AND REPORTING**

### **8.1 BILLING AND COLLECTION**

The Contractor shall be solely responsible for the billing and collection of payments for all Collection Services, including billing of the County for any services provided in excess of those County Collection Services specified in Article 5.9. The CONTRACTOR shall charge Service Recipients an amount which shall not exceed the Maximum Service Rates attached in Exhibit 1 to this Agreement as adjusted under the terms of this Agreement. The County or Contract Administrator shall have the right to review and approve the format of all Customer bills. The Contractor shall be entitled to set rates for all services provided pursuant to this Agreement, provided that such rates do not exceed the Maximum Service Rates set forth in Exhibit 1, as adjusted under the terms of this Agreement. Charges to Service Recipients are due and payable as follows: (i) Single-Family Service Units will be delinquent on the 91st day after Contractor's invoice date, (ii) Commercial and Multi-Family Service Units will be delinquent on the 31st day after Contractor's invoice date, and (iii) Temporary Bin Collection Service customers will be delinquent on the 31<sup>st</sup> day after Contractor's invoice date. A monthly late fee of \$15.00 or 2.5 percent, whichever is greater, will be applied to all unpaid balances.

Unless otherwise expressly provided, all references to Exhibit 1 in this Agreement shall be deemed to refer to such exhibit as adjusted from time to time in accordance with the provisions of this Agreement.

- A. Partial Month Service.** If, during a month, a Service Unit is added to or deleted from the Contractor's Service Area, the Contractor's billing shall be pro-rated by dividing the monthly rate for the service provided to the Service Unit by four (4) and multiplying the result by the number of actual weeks in the month that service was provided to the Service Unit.
- B. Billing Inserts.** The County may provide educational and other material to the Contractor for inclusion in the invoices provided by the Contractor to SFD, MFD and Commercial Customers for Collection Services. The Contractor may charge the County for any extra postage charges required due to the size of the County-provided materials.

### **8.2 DELINQUENT SERVICE ACCOUNTS**

The Contractor may take such action as is legally available to collect or cause collection of such past due amounts, including discontinuing any or all service and/or removing Carts, containers or Bins for Commercial Service Units. However, Contractor may not discontinue providing Solid Waste Collection Services to an SFD Service Unit or an MFD Service Unit. Instead, the Contractor may take such action as is legally available, including a lien against a property, as set forth in [NRS 444.520](#) unless the County has approved a collection service exemption for the subject property.

### **8.3 ACCOUNT SUSPENSION**

SFD Customers may contact the Contractor to suspend services for the following reasons: vacant lot, anticipated vacancy longer than two (2) calendar months or anticipated vacation account suspension for

a minimum of one (1) month. In the case of vacancy, the Contractor shall be allowed to charge an account activation or restart fee upon resumption of services, subject to exceptions shown in Exhibit 1 of this Agreement. In the case of a vacation account suspension, the Contractor shall not charge a maintenance fee, account activation or restart fee. Contractor shall be notified of vacation account suspensions in advance, with a beginning and ending date which shall not exceed six (6) months.

#### **8.4 SENIOR CITIZEN MAXIMUM SERVICE RATES**

The Contractor shall charge a senior residential collection rate to eligible seniors, as set forth in Exhibit 1. The senior residential collection rate shall have an eligibility age of 65 years old, or older, and include the collection of a thirty-two (32) gallon can (without additional yardage) or sixty-four (64) gallon Cart of Solid Waste but does not include the one addition cubic yard of containerized Waste in the base level of service.

#### **8.5 LOW-INCOME SENIOR CITIZEN MAXIMUM SERVICE RATES**

Low-income senior citizens upon request shall pay a rate set at 75% of the established solid waste rate as set forth in Exhibit 1 for the customer owned 32-gallon service that does not include the additional cubic yard of service. The qualification requirements for the low-income senior citizen rates include all the following: (i) head of household; (ii) minimum of 65 years of age; and, (iii) an adjusted gross income for the household at or below one hundred-fifty (150) percent of the current Federal Poverty Guidelines for the 48 Contiguous States and the District of Columbia for the applicable size of family unit.

- A.** To demonstrate conformity with the qualification requirements, the Contractor shall require applicants to complete an application form provided by the Contractor and provide copies of photo identification showing proof of age and the first and second pages of Form 1040, U.S. Individual Income Tax Return for the previous calendar year, or other suitable documentation to verify household income.
- B.** Eligibility shall be granted for a specified period not to exceed two (2) years after which the Contractor shall require applicant to re-certify as to their continued eligibility. The Contractor shall require approved applicants to provide notification if and when their eligibility qualification status changes.

#### **8.6 NON-DISCLOSURE**

The Contractor will not disclose to any Person other than the County any information identifying an individual Customer, the composition or contents of a Customer's Discarded Material, or a Customer's trade secrets unless upon the authority of a law, or pursuant to written authorization of the Customer.

#### **8.7 NO MARKETING**

The Contractor will not market or distribute mailing lists with the name or address of Customers. The Contractor's obligations under this subsection are in addition to any other privacy rights accorded Customers under Applicable Law.

## 8.8 CUSTOMER SERVICE STAFFING AND HOURS

The Contractor shall maintain a publicly accessible office and staff call center located within the Reno, Sparks, and Carson City area that provides telephone access to residents and businesses of the County and is staffed by trained and experienced Customer Service Representatives (CSRs). Such office shall be equipped with sufficient telephones so that all Collection Service-related calls received during normal business hours are answered by an employee within five (5) rings; shall have responsible Persons in charge during Collection hours; and shall be open during normal business hours, which are currently 8:00 a.m. to 5:00 p.m., Monday through Friday, except for Holidays. Office hours may be adjusted at the discretion of the Contractor only after appropriate notification is provided to all Customers and provided that offices are open for business at least eight (8) hours per day Monday through Friday, except for Holidays. The Contractor shall provide either a telephone answering service or a mechanical device to receive Service Recipient inquiries during those times when the office is closed. Calls received after normal business hours shall be addressed the next morning when the office is open.

## 8.9 CONTRACTOR'S CUSTOMER SERVICE

All service inquiries and complaints shall be directed to the Contractor. A representative of the Contractor shall be available to receive the complaints during normal business hours. All service complaints will be handled by the Contractor in a prompt, courteous, and efficient manner.

- A. Response Requirement.** For those complaints related to missed Collections that are received by 2:00 p.m. on a Residential Service Work Day, the Contractor will return to the Customer address and Collect the missed materials before leaving the Service Area for the day. For those complaints related to missed Collections that are received after 2:00 p.m. on a Residential Service Work Day, the Contractor shall have until the end of the following Residential Service Work Day to resolve the complaint. For complaints related to repair or replacement of Carts or Bins, the Contractor shall resolve the complaint according to the requirements described in Article 7.10 C.
- B. Missed Collections.** The Contractor agrees that it is in the best interest of the County that all Solid Waste be Collected on the scheduled Collection day. Accordingly, missed Collections will normally be Collected as set forth above regardless of the reason that the Collection was missed. However, in the event a Customer requests missed Collection service more than two (2) times during the Term of this Agreement the Contractor shall contact the Customer to determine an appropriate resolution to that situation.
- C. Emergency Contact.** The Contractor shall provide the Contract Administrator with an emergency phone number where the Contractor can be reached outside of the required office hours.
- D. Multilingual/TDD Service.** The Contractor shall at all times maintain the capability of responding to telephone calls in English and Spanish as may be directed by County. The Contractor shall also at all times maintain the capability of responding to telephone calls through Telecommunications Device for the Deaf (TDD) Services.
- E. Service Recipient Calls.** During office hours, the Contractor shall maintain a telephone answering system capable of accepting at least seven (7) incoming calls at one (1) time.

The Contractor shall document calls regarding inquiries, service requests and complaints through the use of the Contractor's ticket report system.

- F. Response to Calls.** All incoming calls shall be answered by a Customer Service Representative within five (5) rings. Customers shall not be placed "on-hold" in excess of one and one half (1.5) minutes.
- G. Website.** The Contractor shall develop and maintain a website dedicated to services provided in the County that is accessible by the public. The web site shall include answers to frequently asked questions; rates for Collection Services; Recyclable Materials specifications; proper Household Hazardous Waste disposal procedures; and other related topics. County shall arrange for the County's website to include an e-mail link to the Contractor and a link to the Contractor's website. The Contractor's website shall provide the public the ability to e-mail complaints to the Contractor and request services or service changes.
- H. Hazardous Waste Referrals.** The Contractor shall provide information regarding the Collection of Hazardous Waste to those Service Recipients requesting such information. The information shall at a minimum include the name and phone number of those companies or agencies in the County Service Area that are legally permitted to Collect and transport Hazardous Waste.
- I. Automated Billing Payment.** In an effort to reduce paper waste, the Contractor shall make available to all Customers an automated billing and payment system at no additional charge. This system should be website based and allow Customers to view and pay bills through Contractor's website. Through the Contractor's website, Customers may request to cease paper billing and receive all bills through e-mail and/or Contractor's website. The Contractor will ensure that the electronic billing and payment website conforms to industry-standard practices for electronic commerce security. The Contractor must ensure that these Customers are compiled in a list to ensure that billing inserts are mailed directly. The Contractor shall promote the website-based billing and payment system on all paper bills sent to Customers.

#### **8.10 RECORD KEEPING**

- A. Accounting Records.** The Contractor shall maintain full, complete and separate financial, statistical and accounting records, pertaining to cash, billing, and provisions of all Collection Services provided under this Agreement, prepared on an accrual basis in accordance with generally accepted accounting principles. Such records, to the extent necessary to verify compliance with this Agreement, shall be subject to audit, copy, and inspection. Gross Billings derived from provision of the Collection Services, including revenues from the sale of Recyclable Materials, including CRV revenue, whether such services are performed by the Contractor or by an approved Subcontractor(s) as set forth in Exhibit 4, shall be recorded as revenues in the accounts of the Contractor. These records shall be maintained separate from the Contractor's records for services provided outside the Service Area. The Contractor shall maintain and preserve all cash, billing and disposal records for a period of not less than eight (8) years following the close of each of the Contractor's fiscal years.
- B. Agreement Materials Records.** The Contractor shall maintain records of the quantities of (i) SFD, MFD, Commercial and the County Solid Waste Collected and Disposed under the terms of this Agreement; and (ii) Recyclable Materials, by type, Collected, purchased,



Processed, sold, donated or given for no compensation, and Residue Disposed for a period of not less than eight (8) years following the close of each of the Contractor's fiscal years.

## 8.11 REPORTING REQUIREMENTS

Quarterly reports shall be submitted to the Contract Administrator no later than forty-five (45) calendar days after the end of the reporting quarter and annual reports shall be submitted to the Contract Administrator no later than August 15th after the end of each preceding Agreement Year. Quarterly and annual reports shall be submitted in hard copy or provided electronically via e-mail if acceptable to the County.

- A. **Quarterly Reports.** Quarterly reports to the County shall be on a calendar quarter basis and shall include:
  - 1. **Service Data.** The Contractor shall report on all Solid Waste disposal and diversion data; all complaints and compliments (e.g. missed pickups, blocked containers, non-collection due to weather events, container replacements, unacceptable waste, and other such items); all exemption requests; and, any other data associated with the provision of services as requested by the County Administrator.
  - 2. **Public Education and Information Activities.** The Contractor shall report on all public education and information activities undertaken during the period, including distribution of printed materials, ads, other notices, collection notification tags, community information and events, school visits, tours and other activities related to the provision of Collection Services.
  - 3. **Customer Base Data.** The Contractor shall provide customer base data consisting of the number of SFD, MFD, and Commercial Service Units and C&D Services billed and the County Collection Services provided including service type (Solid Waste, Recyclables, etc.), Container size, number of Containers, and frequency of Collection.
- B. **Annual Report.** The quarterly reports shall be consolidated into an annual report.
- C. **Annual Account Data Report.** The annual account data report to the County shall include the number of SFD, MFD, Commercial and the County Service Units and Bulky Item Collection accounts serviced with the number of Solid Waste and Recycling Containers serviced for each category.
- D. **Additional Reporting.** The Contractor shall furnish the County with any additional reports as may reasonably be requested by County to the extent necessary to verify compliance with this Agreement regarding Contractor's operations hereunder, such reports to be prepared within a reasonable time following the reporting period.

## 8.12 AUDIT REQUIREMENT

The Contractor shall arrange for an independent audit of the Contractor's payments, operations and financial records upon completion of the third year of the contract. The audit shall be completed before the **DATE**. The Contractor shall obtain approval from the County regarding the intended auditor prior to the start of the audit. All costs of the audit shall be paid by the Contractor. The Contractor shall permit the approved auditor and/or its representatives to inspect customer service, financial, and system records consistent with the terms of this Agreement and to review and inspect all other information and facilities

necessary to conduct the audits. The County may request additional ride along audits, in such case the Contractor shall permit the approved auditor and/or its representatives to ride in the Collection vehicles. If the audit results in no findings, the next audit shall be conducted after five (5) years. The audit shall be conducted according to the requirements described above and shall be completed before **DATE**. However, if inaccuracies are found, the Contractor shall remedy all such inaccuracies and the County may require a follow-up audit upon the completion of the subsequent contract year, to be completed before **DATE**, according to the terms described above, to confirm that all inaccuracies from the prior audit have been fully remedied and have not been repeated. Subsequent audits shall be conducted either the following year if inaccuracies persist, or after five years if there are no further findings, through the Term of the Agreement and during an extension of the initial Term, as described in Article 3.2.

## **ARTICLE 9: FRANCHISE FEES AND OTHER FEES**

### **9.1 FEES**

- A. Franchise Fee.** The Parties acknowledge that certain Solid Waste management, Recycling and associated services are provided by the County in connection with this Agreement, which are part of a comprehensive program of activities designed to effectuate the purpose of this Agreement. To reimburse the County for the costs of such services, including County's costs incurred in administering this Agreement, and in consideration of the exclusive franchise granted to the Contractor by this Agreement, the Contractor shall pay the County a franchise fee. The franchise fee shall be a percentage of the Contractor's Gross Receipts net of surcharge fees billed each month under the terms of this Agreement. For purposes of calculating franchise fees, Gross Receipts shall specifically include revenue billed by the Contractor for the provision of Collection Services by the Contractor and exclude surcharge fees. The franchise fee percentage shall be **XXXX (X) percent** unless otherwise adjusted by the County. In the event that the County adjusts the franchise fee percentage, County shall adjust the Maximum Service Rates to incorporate any such changes in the franchise fee percentage prior to the time that the new franchise fee percentage becomes effective.
- B. Road Maintenance Fee.** The Parties acknowledge that certain road maintenance services are provided by the County in connection with this Agreement. To reimburse the County for the impact of Collection Services on the County's roads, the Contractor shall pay the County a road maintenance fee. The franchise fee shall be a percentage of the Contractor's Gross Receipts net of surcharge fees billed each month under the terms of this Agreement. For purposes of calculating road maintenance fees, Gross Receipts shall specifically include revenue billed by the Contractor for the provision of Collection Services by the Contractor and exclude surcharge fees. The road maintenance fee percentage shall be **XXXX (X) percent** unless otherwise adjusted by the County. In the event that the County adjusts the road maintenance fee percentage, County shall adjust the Maximum Service Rates to incorporate any such changes in the road maintenance fee percentage prior to the time that the new road maintenance fee percentage becomes effective.

- C. **Fee Calculation.** To give effect to the intent of Section 9.1 A and B above, the Parties agree that the combined franchise and road maintenance fees charged to the Contractor shall be calculated by dividing the base service rate element of each Maximum Service Rate by one (1) minus the franchise fee percentage (for example  $1.00 - .08 = 0.92$ ); subtracting the base service rate element; and rounding the resulting figure to two (2) decimal places. If the base service rate element of a Maximum Service Rate changes for any reason, the combined fee element will be recalculated.

## 9.2 CONTRACTOR'S PAYMENTS TO COUNTY

The Contractor shall make payment to the County of the fees set forth in Articles 9.2 and 9.3. Payment to the County shall be due quarterly on the twentieth (20<sup>th</sup>) day of the month following each three-month period (quarter) during which revenues are billed. Each such payment shall be accompanied by an accounting that sets forth Contractor's Gross Billings during the preceding quarter. Payments shall be sent to the Storey County Treasurer's Office, 201 N. Carson Street, Storey County, NV 89701, which location may be changed as directed by the County. The Contractor shall conduct regular billing audits not less than annually, of all Commercial Customers, SFD and MFD in order to ensure the accuracy of the Contractor's payments to the County. The Contractor shall provide a copy of said audit upon request to the County. The County maintains the right to engage a third party for an independent audit of the results of the Gross Billing audit.

- A. **County Fee Audit.** No acceptance by County of any payment shall be construed as an accord that the amount is the correct amount, nor shall such acceptance of payment be construed as a release of any claim County may have against Contractor for any additional sums payable under the provisions of this Agreement. All amounts paid shall be subject to independent audit and recompilation by County. If, after an audit, such recompilation indicates an underpayment, the Contractor shall pay to the County the amount of the underpayment plus interest at the Wall Street Journal Prime Rate. If the underpayment is in excess of five (5) percent of the total fees due for the period of the audit, the Contractor shall reimburse County for all reasonable costs and expenses incurred in connection with the audit and recompilation within ten (10) work days of receipt of written notice from County that such is the case. If, after an audit, such recompilation indicates an overpayment, County shall notify the Contractor in writing of the amount of the overpayment. The Contractor may offset the amounts next due following receipt of such notice by the amount specified herein.

## 9.3 ADDITIONAL FEES

So long as the Franchise Fee is paid by the Contractor, its successors or assigns, no other general business license fee shall be imposed upon it or them by the County during the term of such Franchise; provided, however, such substitution of a Franchise Fee for other general business license fees shall not eliminate or otherwise modify the Contractor's duty and obligation to pay building permit fees and other fees of like nature as ad valorem taxes on the Contractor's real and personal property in the County.

## **ARTICLE 10: CONTRACTOR COMPENSATION AND MAXIMUM SERVICE RATES**

### **10.1 CONTRACTOR COMPENSATION**

The Maximum Service Rates set forth in Exhibit 1, as more fully defined as Contractor Compensation in this Article, shall be the maximum amount that the Contractor may charge Customers, as full, entire and complete compensation due pursuant to this Agreement for all labor, equipment, materials and supplies, fees or surcharges due to the County as applicable, taxes, insurance, bonds, letters of credit, overhead, disposal, transfer, processing, profit and all other things necessary to perform all the services required by this Agreement in the manner and at the times prescribed. The Contractor shall impose no other charges for services provided under this Agreement to Customers unless approved in advance in writing by County.

### **10.2 MAXIMUM SERVICE RATES**

Maximum Service Rates shall consist of some combination of the following elements: a base service rate element, a franchise fee element and such other elements as may be added by the County during the Term of this Agreement to reflect new fees or charges imposed by County.

### **10.3 INITIAL SERVICE RATES**

The Service Rates the Contractor may charge Customers through the Rate Year ending **DATE** shall not exceed the Maximum Service Rates set forth as Exhibit 1.

### **10.4 SCHEDULE OF FUTURE ADJUSTMENTS**

Beginning with the Rate Year starting **DATE** and ending on **DATE** and for all subsequent Rate Years, the Maximum Service Rates shown in Exhibit 1 shall be adjusted as described in this Article. The Contractor shall submit rate adjustment calculations in writing directly to the County staff or via certified mail, on or before **DATE** and each succeeding Rate Year, and shall be based on the method of adjustment described in this Article. All future adjustments will become effective **DATE**.

### **10.5 METHOD OF FUTURE ADJUSTMENTS**

Pursuant to Article 10.4, the adjustment to the Maximum Service Rates according to the method described below and the formulas and procedures shown in Exhibit 2 subject to review of the County. Exhibit 2 inputs will function as a support tool to facilitate the calculation of the rate adjustment.

For rate adjustment purposes, the approved Maximum Service Rates consist of a service component and a disposal component. Each cost component may be adjusted by the change in the corresponding rate adjustment index and percentage weighting, as provided below. The initial rate adjustment index weightings may be adjusted following any audit as per Article 8.11.

- A. Calculate New Disposal Component Index.** Identify tipping fee rates for Solid Waste, and/or Recyclable Materials. The initial tipping fee rates as provided in Exhibit 2B-Initial Disposal Index.

- B. Calculate the Percentage Change in Indices.** The increase or decrease in the service component index, Consumer Price Index for All Urban Consumers (CPI-U): U. S. County average for garbage services, will be for the twelve (12) month period ending the month of December prior to July 1 of the next Rate Year.
- C. Calculate the Permitted Percentage Rate Change.** Multiply the percentage changes for the service component and disposal component by that component's assigned percentage weighting.
- D. Calculate the Permitted Rate Change.** Multiply the weighted permitted percent change from Step Three by the existing maximum service rate for Services to determine the increase or decrease in maximum rates. Then add (subtract) the change in Service Rates to (from) the existing Maximum Service Rates to determine the new Maximum Service Rates.

**Note:** If Contractor is the Landfill owner / operator, adjustment shall not be bifurcated between the service / disposal components. The rate shall be adjusted by CPI only.

The rate adjustment will be subject to an annual cap of 5.0%. However, the Contractor for any year when the CPI exceeds the 5.0% rate adjustment cap, the percentage in excess of 5.0% will be allowed to be applied to the rate adjustment for the following year if the CPI for the following year falls below the 5.0% maximum and the total adjustment does not exceed the 5.0%.

#### **10.6 EXTRAORDINARY RATE ADJUSTMENTS**

The Contractor may petition the County in writing at times other than that allowed under 10.4 (Annual Rate Adjustment) for an adjustment in the maximum rates due to (i) extraordinary circumstances beyond the Contractor's reasonable control, or (ii) due to new programs and services requested by County as provided herein. The Contractor shall provide documentation and analysis to the satisfaction of County of the reasons for such adjustment. Petitions regarding extraordinary circumstances beyond the Contractor's control shall satisfy all of the following conditions: (i) materially alters Contractor's operations or overall costs; (ii) could not reasonably have been foreseen by a prudent operator; and (iii) by all reasonable expectations will continue for a period of at least six (6) months. Such changes shall not include changes in the market value of Recyclables or inaccurate estimates by the Contractor of its cost of operations.

The Contractor's request shall contain substantial proof and justification to support the need for the adjustment. For each request brought pursuant to this section Contractor shall prepare a schedule documenting the extraordinary costs. Such request shall be prepared in a form reasonably acceptable to the County with support for assumptions made by the Contractor in preparing the estimate. The Contractor shall also submit a schedule showing how its total costs and total revenues have changed over the past two years for the services provided under this Agreement.

The County may request from the Contractor such further information as reasonably necessary to fully evaluate the request and make its determination. County may request a copy of the Contractor's annual financial statements in connection with the County's review of the Contractor's rate adjustment request. County shall review the Contractor's request and, in Board's sole judgment and absolute, unfettered

discretion, make the final determination as to whether an adjustment to the maximum rates will be made, and, if an adjustment is permitted, the appropriate amount of the adjustment. The Board may consider increases or decreases in the Contractor's total revenues and total cost of services when reviewing an extraordinary rate adjustment request.

The County and the Contractor may agree to make changes in the service levels under this Agreement sufficient to avoid the need for a rate adjustment. Extraordinary rate adjustments shall only be effective after approval by the Board and may not be applied retroactively.

## **ARTICLE 11: INDEMNIFICATION, INSURANCE AND PERFORMANCE BOND**

### **11.1 INDEMNIFICATION OF THE COUNTY**

- A. GENERAL.** The Contractor shall defend, with counsel reasonably acceptable to the County, indemnify and hold harmless, to the fullest extent allowed by law, County, its officers, officials, employees, volunteers, agents and assignees (collectively, "Indemnitees"), from and against any and all causes of action, claims, costs (including but not limited to reasonable attorneys' and expert witness fees and costs incurred in connection with defending against any of the foregoing or enforcing this indemnity which fees and costs shall be reasonable if incurred by the County and reimbursed by the Contractor), loss, damages (including but not limited to special and consequential damages), liability, penalties (including attorneys' fees for the adverse party), forfeitures, demands, proceedings or suits, in law or in equity, of every kind and description (including, but not limited to, injury to and death of any Person and damage to property, or for contribution or indemnity claimed by third parties) arising out of or in any way connected with the performance of this Agreement by the County, its agents, directors or employees, or by the Contractor, its agents, directors or employees, whether such claims, liens, demands, damages, losses or expenses are based upon a contract or upon a claim for personal injury, death or property damage or upon any other legal or equitable theory whatsoever to include without limitation, claims arising or resulting from or made by third parties alleging: (i) the negligence or willful misconduct of the Contractor, its agents, employees and/or Subcontractors, in exercising the privileges granted to it by this Agreement; (ii) the failure of the Contractor, its agents, employees and/or Subcontractors in the performance of this Agreement to comply in all respects with the provisions and requirements of this Agreement, Applicable Laws, ordinances and regulations, and/or applicable permits and licenses; (iii) the acts of the Contractor, its agents, employees and/or Subcontractors in performing services under this Agreement for which strict liability is imposed by law; and, (iv) claims that arise out of or result from the performance of this Agreement by the County, its agents, directors or employees or Contractor, its agents, directors or employees, whether such claims, liens, demands, damages or losses or expenses are based upon a contract or upon a claim for personal injury, death or property damage or upon any other legal or equitable theory, whatsoever. Notwithstanding herein to the contrary, the Contractor shall not be required to indemnify, defend or hold harmless the County from loss or liability to the extent such

loss arises from the negligence, breach or willful misconduct of the County, its agents, directors or employees, at such time that such negligence, breach or willful misconduct has been finally determined by a court of competent jurisdiction. The Contractor shall provide the County with a defense until such determination has been made (i.e., until a court of competent jurisdiction has determined that the loss or liability arises from the negligence, breach or willful misconduct of the County, the Contractor shall provide a defense as to such loss or liability).

- B. Exempt Waste.** The Contractor acknowledges that it is responsible for compliance during the entire Term of this Agreement with all Applicable Laws. The Contractor shall not store, transport, use, or Dispose of any Exempt Waste except in strict compliance with all Applicable Laws.

In the event that the Contractor negligently or willfully mishandles Exempt Waste in the course of carrying out its activities under this Agreement, the Contractor shall at its sole expense promptly take all investigatory and/or remedial action reasonably required for the remediation of such environmental contamination. Prior to undertaking any investigatory or remedial action, however, the Contractor shall first obtain the Contract Administrator's approval of any proposed investigatory or remedial action. Should Contractor fail at any time to promptly take such action, the County may undertake such action at the Contractor's sole cost and expense, and the Contractor shall reimburse the County for all such expenses within thirty (30) calendar days of being billed for those expenses, and any amount not paid within that thirty (30) calendar day period shall thereafter be deemed delinquent and subject to the delinquent fee payment provision of this Agreement. These obligations are in addition to any defense and indemnity obligations that the Contractor may have under this Agreement. The provisions of this Article shall survive the termination or expiration of this Agreement.

Notwithstanding the foregoing, the Contractor's duties under this subsection shall not extend to any claims arising from the Disposal of Solid Waste at the Approved Disposal Facility, including, but not limited to, claims arising under Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) unless such claim is a direct result of the Contractor's negligence or willful misconduct or Contractor owns or operates the Approved Disposal Facility.

- C. Environmental Indemnity.** The Contractor shall defend, indemnify, and hold the County harmless against and from any and all claims, suits, losses, penalties, damages, and liability for damages of every name, kind and description, including attorneys' fees and costs incurred, attributable to the negligence or willful misconduct of the Contractor in handling Exempt Waste.

This provision, Article 11.1 A – C, will survive the expiration or earlier termination of this Agreement and shall not be construed as a waiver of rights by the County or Indemnity from third parties.

## **11.2 EVALUATION OF LIABILITY**

The Contractor's obligation to defend, hold harmless, and indemnify under Article 11 shall not be excused because of the Contractor's inability to evaluate an Indemnitee's liability or because the Contractor evaluates such liability and determines that the Indemnitee is not liable to the claimant. Within twenty (20) days of receiving written notice from the County of a claim for which the County is entitled to indemnity, the Contractor shall confirm to the County in writing that the Contractor will provide a defense to the claim and shall take appropriate actions to provide such defense.

## **11.3 HAZARDOUS SUBSTANCES INDEMNIFICATION**

The Contractor shall indemnify, defend with counsel acceptable to the County, and hold harmless the County, its officers, officials, employees, agents, assigns and any successor or successors to the County's interest from and against all claims, damages (including but not limited to special, consequential and natural resources damages) injuries, hazardous materials response, remediation and removal costs, losses, demands, liens, liabilities, causes of action, suits (including citizen's suits), legal or administrative proceedings, interest, fines, charges, penalties (including attorneys' fees for the adverse party), and expenses (including but not limited to attorneys' and expert witness fees and costs incurred in connection with defending against any of the foregoing or enforcing this indemnity) of any kind whatsoever paid, incurred or suffered by, or asserted against the County or its officers, officials, employees, agents, assigns, or contractors arising or resulting from any repair, cleanup or detoxification, or preparation and implementation of any removal, remedial, response, closure or other plan (regardless of whether undertaken due to governmental action) concerning: (i) any Hazardous Substance or Hazardous Wastes at any facility owned or operated by the Contractor or an Affiliate of the Contractor where Contractor transports, stores, or causes to be disposed Solid Waste pursuant to this Agreement; (ii) Contractor's discharge of a pollutant in violation of federal Clean Water Act; (iii) Contractor's violation of any State or federal air quality rule, law or regulation; (iv) Contractor's violation of any other State or federal environmental law, including the Resource Conservation and Recovery Act or its State law corollary; or (v) Contractor's discharge of any Hazardous Substance or Hazardous Waste that causes injury to Person(s) or property, in each of clauses (ii) through (v), during the Term of this Agreement and subject to Article 11. The foregoing indemnity is intended to operate as an agreement to indemnify, defend, insure, protect and hold County harmless from liability, pursuant to [Section 107\(e\) of CERCLA, 42 U.S.C. Section 9607\(e\)](#) and other applicable State and federal Environmental Laws.

The foregoing obligations shall not apply with respect to: (1) any Hazardous Waste or Hazardous Substance generated by the County or its agents and delivered by the County or its agents, or (2) the disposal or release of Hazardous Substances or Hazardous Waste, which disposal or release has resulted from the negligence or willful misconduct of the County or its agents.

## **11.4 SEPARATE COUNSEL**

The County may elect to have and consult separate legal counsel from the Contractor at any time during the pendency of any claim at its sole discretion. the County shall be responsible for paying its separate counsel unless: (i) the County reasonably determines and notifies Contractor that separate counsel is required to represent the County during the resolution of any claim; or (ii) a court of competent jurisdiction rules that the Contractor has refused to satisfy its obligations under this Article 11.



Notwithstanding the preceding sentence or the first sentence of Article 11.1, with respect to a particular claim, if the Contractor confirms to the County in writing Contractor's obligation to indemnify and defend the County, without reserving a right to later seek reimbursement from the County with respect to such claim, the County shall not object to the counsel representing it being the same counsel that represents Contractor in the defense of such claim and shall, if permitted by law, provide such written conflict-of-interest waiver as may be required for such joint representation. If the Contractor provides the aforementioned confirmation, but the County declines to consent to such joint representation, the County may retain its own counsel at its own expense, the County shall have no right of defense or reimbursement of defense costs with respect to such claim (but the County shall still be entitled to indemnity), the County shall reasonably cooperate with Contractor in the defense and settlement of such claim. If the Contractor does not provide the aforementioned confirmation, or if the Contractor provides such confirmation and the County is prohibited by law from providing such waiver, then the Contractor shall reimburse the County for the reasonable attorneys' fees and costs of the County's separate counsel with respect to such claim.

#### **11.5 CONSIDERATION**

It is specifically understood and agreed that the consideration inuring to the Contractor for the execution of this Agreement consists of the promises, payments, covenants, rights and responsibilities contained in this Agreement.

#### **11.6 OBLIGATION**

The execution of this Agreement by the Contractor shall obligate the Contractor to comply with the foregoing indemnification provisions; however, the collateral obligation of providing insurance must also be fully complied with as set forth in Article 11.11 below.

#### **11.7 SUBCONTRACTORS**

The Contractor shall require all Subcontractors performing Collection Services under the terms of this Agreement to enter into an agreement containing the provisions set forth in this Article 11 in their entirety and Subcontractor shall fully indemnify the County in accordance with this Agreement. Such agreement, however, will not relieve the Contractor of its obligations under this Article 11, unless the County expressly agrees in writing to so relieve the Contractor.

#### **11.8 EXCEPTION**

Notwithstanding any other provision of this Article 11, the Contractor's obligation to indemnify, hold harmless and defend under this Article 11 does not extend to any loss, liability, penalty, damage, cause of action, suit, forfeiture, claim, demand, proceeding, injury, cost, lien, interest, fine, charge or expense (i) as to which the Contractor is precluded by law from indemnifying the Indemnitee, (ii) which arose or resulted from the sole negligence or willful misconduct of any Indemnitee; (iii) pertaining to the process by which the Contractor was selected, the exclusive franchise hereunder was granted, or this Agreement was entered into or approved by the County, or the County's authority to do any of the same.

## **11.9 DAMAGE BY CONTRACTOR**

If the Contractor's employees or Subcontractors cause any injury, damage or loss to the County property, including but not limited to the County streets or curbs, other than normal wear and tear from routine operations and as set forth in Article 5, the Contractor shall reimburse the County for the County's cost of repairing such injury, damage or loss. Such reimbursement is not in derogation of any right of the County to be indemnified by the Contractor for any such injury, damage or loss. With the prior written approval of the County, the Contractor may repair the damage at the Contractor's sole cost and expense.

## **11.10 SURVIVAL**

The Contractor's indemnity obligations shall survive the expiration or termination of this Agreement and continue until such obligations have been fully satisfied by the resolution of all claims for which indemnity obligations are owed to the County.

## **11.11 INSURANCE**

- A. Commercial General Liability.** The Contractor shall, at its sole cost and expense, procure, maintain and keep in full force and effect during the life of this Agreement commercial general liability (CGL), and if necessary, commercial umbrella liability insurance in an amount not less than Ten Million Dollars (\$10,000,000) for each occurrence and general aggregate and Products/Completed Operations aggregate limits of liability coverage of not less than Five Million Dollars (\$5,000,000).

CGL insurance shall be written on ISO occurrence form CG 00 01 04 13 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). with

County shall be included as an additional insured under the CGL, using ISO additional insured endorsement CG 20 10 07/04 and CG 20 37 07/04 or a substitute providing equivalent coverage, and under the commercial umbrella, if any.

This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to County. There shall be no endorsement or modification of the CGL to make it excess over other available insurance; alternatively, if the CGL states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insured.

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability assumed under a contract.

Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained

pursuant to the first paragraph of this section 11.11 (A). Insurer shall endorse CGL policy as required to waive subrogation against County.

Furthermore, the commercial general liability policy will contain a separation of insureds provision specifying that the policy will apply separately to each insured against whom claim is made or suit is brought.

- B. Commercial Automobile Liability.** The Contractor shall procure, maintain and keep in full force and effect during the life of this Agreement, automobile liability insurance and, if necessary, commercial umbrella liability insurance for owned, leased, hired or borrowed automobiles in an amount not less than Thirty One Million Dollars (\$31,000,000) combined single limit bodily injury and property damage for each accident.

Coverage as required in the first paragraph of section 11.11 (B) shall be written on ISO form CA 00 01, CA 00 05, CA 00 25, or a substitute form providing equivalent liability coverage.

Pollution liability coverage at least as broad as that provided under the ISO pollution liability—broadened coverage for covered autos endorsement (CA 99 48) shall be provided, and the Motor Carrier Act endorsement (MCS 90) shall be attached.

Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the automobile liability or commercial umbrella liability insurance obtained by Tenant pursuant to this agreement.

- C. Workers' Compensation and Employer's Liability.** The Contractor shall procure, maintain and keep in full force and effect during the life of this Agreement workers' compensation coverage in an amount not less than the State statutory limits and employers' liability insurance in an amount not less than One Million Dollars (\$1,000,000) each accident for bodily injury by accident or One Million Dollars (\$1,000,000) each employee for bodily injury by disease. Contractor waives all rights against County and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by the workers compensation and employer's liability or commercial umbrella liability insurance obtained by Tenant pursuant to this agreement. Contractor shall obtain an endorsement equivalent to WC 00 03 13 to affect this waiver.

- D. Pollution and Remediation Legal Liability for all sites Owned or Operated by Contractor Claims Made.** The Contractor shall procure, maintain and keep in full force and effect during the life of this Agreement Pollution and Remediation Legal Liability insurance applicable to bodily injury; property damage, including loss of use of damaged property or of property that has not been physically injured or destroyed; transit exposures, off-site cleanup costs; and defense, including costs and expenses incurred in the investigation, defense, or settlement of claim; arising out of pollution condition at on or under the covered site. Coverage shall be maintained in an amount not less than Fifteen Million (\$15,000,000).

Coverage as required above shall apply to sudden and non-sudden pollution conditions resulting from the escape or release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids, or gases, waste materials, or other irritants, contaminants, or pollutants.

Said Pollution and Remediation Legal Liability insurance shall be on a claims-made form and any retroactive date shall be prior to the date Contractor first began providing services in the County as the exclusive franchisee for solid waste collection services. Said Pollution and Remediation Legal Liability insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of this Agreement.

If pollution liability insurance coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a "Retro Date" prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of this Agreement.

The Contractor shall procure, maintain and keep in full force and effect during the life of this Agreement any other insurance required by law. The limits of insurance herein shall not limit the liability of the CONTRACTOR.

The Pollution Legal Liability policy required in 11.11 D above shall include coverage for contracting operations for the collection, transportation, temporary storage and disposal of the waste. Coverage to include unloading and loading of the waste, and all forms of transportation. The coverage is to apply to pollution conditions arising out of the services under this Agreement for liability arising for bodily injury, property damage including natural resource damage liability and off-site cleanup costs.

- E. Policy.** The policy or policies shall be issued by an insurer licensed to do business in the State. Minimum insurance company ratings as determined by the most current edition of the Best's Key Rating Guide/Property-casualty/United States should be A- (Secure Best's Rating) and VIII (Financial Size Category).
- F. Deductibles or Self-Insured Retentions.** Any deductibles or self-insured retentions applicable to the above required insurance policies, shall be for the account of the Contractor and paid entirely by Contractor without contributions from County.
- G. Additional Requirements.** The type and amount of coverage, including the amount of the self-insured retentions, required hereunder may be amended in the future to limits reasonably required by the County (such amendment to be considered a County-Directed Change and handled pursuant to Article 5.5). The Contractor shall provide the County an endorsement to its insurance policies specifically naming the County, its officers, officials, agents, independent contractors, employees and volunteers as additional insureds under the commercial general liability and automobile liability policies, providing coverage for claims that arise out of the work or operations performed by or on behalf of the Contractor or that in any way concerns this Collection Service Agreement and include coverage for the additional insureds for both ongoing and completed operations so long

as the liability of an additional insured arises out of the work of the named insured, or so long as an additional insured's liability arises out of the named insured's performance of this Agreement. The Contractor shall not utilize an omnibus endorsement, but shall provide an endorsement that specifically names the County, its officers, officials, agents, independent contractors, employees and volunteers as additional insureds under the policy. The additional insured endorsement shall not contain any provisions not included in the additional insured forms referenced in this agreement which limit or restrict coverage for the additional insureds beyond the extent set forth in this Agreement. Upon commencement of this Agreement, the County shall receive, at a minimum, a certificate of insurance along with policy forms endorsements confirming coverage required under this agreement.

Upon request from County, the Contractor shall provide County a certificate of insurance (including any endorsements required by this agreement) within ten (10) Business days following receipt of a written request from the County for the same. The required insurance certificate and required policy endorsements shall be filed by the Contractor with the County Clerk prior to the commencement of the Contractor's operations under this Agreement, which certificate and endorsements shall reflect the coverage as set forth herein. Following the binding of any policy of insurance, the Contractor shall deliver a new certificate with policy endorsements from the insurance company to the County Clerk. The general liability, Pollution and Remediation Legal Liability, excess liability, umbrella liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. **Primary Insurance.** For any claims related to this Agreement the Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, agents, independent contractors, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
  2. **Notification of Cancellation.** The Contractor is required to notify the County by certified mail, return receipt requested, of the cancellation, non-renewal or material change of any insurance coverage or policy immediately upon receiving notice of cancellation, non-renewal or material change. Where such notice is not provided by the insurer, Contractor shall provide the notice directly.
- H. **Subcontractors.** Any Subcontractor(s), independent contractor(s) or any type of agent(s) performing or hired to perform any term or condition of this Agreement on behalf of the Contractor, or as may be allowed by this Agreement, hereinafter referred to as "SECONDARY PARTIES," shall comply with required insurance as determined by Contractor to be adequate and applicable to the work to be performed by the SECONDARY PARTIES. Furthermore, the Contractor shall be responsible for the SECONDARY PARTIES' acts, omissions and satisfactory performance of the terms and conditions of this Agreement.

- I. **Occurrence-based coverage and Thirty-Day Notice.** Except for the pollution liability policy, which is written on a claims-made basis, each insurance policy required by this clause shall be occurrence-based or an alternate form as approved by the County and endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been received by the County, except ten (10) days' notice will apply to cancellation for non-payment of premium. Where such notice is not provided by the insurer, Contractor shall provide the notice directly.
- J. **Proof of Insurance.** Proof of insurance shall be mailed to the following address or any subsequent address as may be directed in writing by the County.

**Address to be added upon execution of Agreement**

- K. **Modification of Insurance Requirements.** The insurance requirements provided in this Agreement may be modified or waived by the County, in writing, upon the request of the Contractor if the County determines such modification or waiver is in the best interest of the County considering all relevant factors, including exposure to the County.
- L. **Rights of Subrogation.** All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against the County with the express intention of the Parties being that the required insurance coverage protects both Parties as the primary coverage for any and all losses covered by the above-described insurance. The Contractor shall ensure that any companies issuing insurance to cover the requirements contained in this Agreement agree that they shall have no recourse against the County for payment or assessments in any form on any policy of insurance. The clauses 'Other Insurance Provisions' and 'Insured Duties in the Event of an Occurrence, Claim or Suit' as it appears in any policy of insurance in which the County is named as an additional insured shall not apply to the County.
- M. **Failure to Obtain Insurance.** The failure of the Contractor to obtain and maintain any required insurance shall not relieve Contractor of any liability under this Agreement (and the Contractor may be answerable to the County for damages or any other remedy on account of such breach) nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations of the Contractor concerning indemnification.
- N. **No Limitation of Liability.** By requiring insurance herein, County does not represent that coverage and limits will necessarily be adequate to protect Contractor, and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities granted to County in this contract.

#### **11.12 PERFORMANCE BOND**

Unless waived by the County in writing, the Contractor shall furnish to the County, and keep current, a performance bond in a form with language that is acceptable to the County, for the faithful performance of this Agreement and all obligations arising hereunder in an amount of **Five Hundred Thousand and 00/100 Dollars (\$500,000.00)**. The County may, after three (3) years, opt to reduce or eliminate the Performance Bond requirement. In the event the performance bond is waived by the County and the

Contractor takes any action, or allows any action to be taken, which falls under the provisions of Article 13.10 entitled "ASSIGNMENT," waiver of the performance bond as set forth in Article 11.12 herein, is automatically and immediately rescinded and the Contractor shall have ten (10) calendar days to obtain the performance bond required herein and provide proof of such performance bond to the County.

- A. Requirements.** The performance bond shall be executed by a surety company that is: acceptable to the County; an admitted surety company licensed to do business in the State; has an "A:VII" or better rating by A. M. Best or Standard and Poor's; and included on the list of surety companies approved by the Treasurer of the United States.
- B. Letter of Credit.** As an alternative to the performance bond discussed in Article 11.12, with the County's approval, the Contractor may deposit with the County an irrevocable letter of credit in an amount as set forth in Article 11.12. If allowed, the letter of credit must be issued by an FDIC insured banking institution chartered to do business in the State, in the County's name, and be callable at the discretion of the County.

## **ARTICLE 12: DEFAULT AND REMEDIES**

### **12.1 EVENTS OF DEFAULT**

All provisions of this Agreement are considered material. Each of the following shall constitute an event of default.

- A. Fraud or Deceit.** The Contractor practices, or attempts to practice, any fraud or deceit upon the County.
- B. Insolvency or Bankruptcy.** The Contractor becomes insolvent, unable, or unwilling to pay its debts, or upon listing of an order for relief in favor of the Contractor in a bankruptcy proceeding.
- C. Failure to Provide and Maintain Bonds/Letter of Credit and Coverage.** The Contractor fails to provide or maintain the performance bond or letter of credit, if required by this Agreement, or if the Contractor fails to provide or maintain in full force and affect the workers' compensation, liability, or indemnification coverage as required by this Agreement.
- D. Violations of Regulation.** The Contractor violates any orders of any regulatory body having authority over Contractor relative to this Agreement, provided that the Contractor may contest any such orders or filings by appropriate proceedings conducted in good faith, in which case no breach or default of this Agreement shall be deemed to have occurred unless and until the regulatory body or court determines Contractor violated such order or filing.
- E. Violations of Applicable Law.** The Contractor violates Applicable Law relative to this Agreement.
- F. Failure to Perform Direct Services.** The Contractor completely ceases to provide Collection, transportation, or Processing services as required under this Agreement for a period of two (2) consecutive calendar days or more, for any reason within the control of the Contractor.

- G. Failure to Perform Customer Service as Required.** The Contractor fails to perform Customer Service as required in Section 8.8 and Section 8.9 of this Agreement.
- H. Failure to Pay or Report.** The Contractor fails to make any payments to the County as required under this Agreement including payment of County fees, surcharges or Liquidated Damages or refuses to provide the County with required information, reports, and/or records in a timely manner as provided for in this Agreement.
- I. Acts or Omissions.** Any other act or omission by the Contractor which violates the terms, conditions, or requirements of this Agreement, or any law, statute, ordinance, order, directive, rule, or regulation issued thereunder and which is not corrected or remedied within the time set in the written notice of the violation or, if the Contractor cannot reasonably correct or remedy the breach within the time set forth in such notice, if the Contractor should fail to commence to correct or remedy such violation within the time set forth in such notice and diligently effect such correction or remedy thereafter.
- J. False, Misleading, or Inaccurate Statements.** Any representation or disclosure made to the County by the Contractor in connection with or as an inducement to entering into this Agreement, or any future amendment to this Agreement, which proves to be false or misleading in any material respect as of the time such representation or disclosure is made, whether or not any such representation or disclosure appears as part of this Agreement; and, any Contractor- provided report containing a misstatement, misrepresentation, data manipulation, or an omission of fact or content explicitly defined by this Agreement, excepting non-numerical typographical and grammatical errors.
- K. Seizure or Attachment.** There is a seizure of, attachment of, or levy on, some or all of the Contractor's operating equipment, including without limits its equipment, maintenance or office facilities, Approved Facility, or any part thereof.
- L. Suspension or Termination of Service.** There is any complete termination or suspension of the transaction of business by the Contractor related to this Agreement, including without limit, due to labor unrest including strike, work stoppage or slowdown, sick-out, picketing, or other concerted job action lasting more than five (5) calendar days.
- M. Criminal Activity.** The Contractor, its officers, managers, or employees are found guilty of criminal activity.
- N. Assignment without Approval.** The Contractor transfers or assigns this Agreement without the expressed written approval of the County unless the assignment is permitted without approval of the County pursuant to Article 13.10 of this Agreement.
- O. Failure to Provide Proposal or Implement Change in Service.** The Contractor fails to provide a proposal for new services or changes to services or fails to implement a change in service as requested by the County as specified in Article 5.5.
- P. Failure to Perform Any Obligation.** The Contractor fails to perform any obligation established under this Agreement.

## **12.2 RIGHT TO TERMINATE UPON EVENT OF DEFAULT**

The County may terminate this Agreement immediately upon written notice to the Contractor in the event the Contractor defaults under Article 12.1.C entitled, "Failure to Provide and Maintain Bonds/Letters of Credit and Coverage."



The Contractor shall be given ten (10) Business Days from written notification by the County to cure any default which, in the County's sole opinion, creates a potential public health and safety threat.

The Contractor shall be given ten (10) Business Days from written notification by the County to cure any default arising under subsections E, F, G, J, K, and L in Article 12.1 and thirty (30) calendar days from written notification by the County to cure any other default. Should the Contractor commit the same material breach of this Agreement within a twenty-four-month period, the Contractor shall be given five (5) Business Days to cure such breach and the Contractor shall meet and confer with the County, in good faith, to establish a corrective action plan necessary to resolve the performance failure. The corrective action plan may include escalating liquidated damages established by the County for failure to implement the required corrective action plan. Further, if there are additional breaches of such performance obligation within twenty-four months of the event triggering this provision, and Contractor has failed to diligently implement the corrective action plan, then County may terminate this Agreement without providing Contractor an opportunity to cure.

Failure to allege breach/default shall not constitute waiver by the County.

### **12.3 COUNTY'S REMEDIES IN THE EVENT OF DEFAULT**

Upon the Contractor's default, the County has the following remedies in the event of the Contractor default:

- A. Waiver of Default.** The County may waive any event of default or may waive Contractor's requirement to cure a default event if the County determines that such waiver would be in the best interest of the County. The County's waiver of an event of default is not a waiver of future events of default that may have the same or similar conditions.
- B. Suspension of the Contractor's Obligation.** The County may suspend Contractor's performance of its obligations if the Contractor fails to cure default in the time frame specified in Article 12.2 until such time the Contractor can provide assurance of performance in accordance with the terms of this Agreement.
- C. Liquidated Damages.** The County may assess Liquidated Damages for the Contractor's failure to meet specific performance standards pursuant to Article 12.6.
- D. Termination.** In the event that the Contractor should default and fail to cure as provided in Section 12.2, then the County may, at their option, terminate this Agreement and/or hold a hearing at its governing body meeting to determine whether this Agreement should be terminated. In the event the County decides to terminate this Agreement, the County shall serve twenty (20) calendar days written notice of its intention to terminate upon Contractor. In the event the County exercises its right to terminate this Agreement, the County may, at its option, upon such termination, either directly undertake performance of the services or arrange with other Persons to perform the services with or without a written agreement. This right of termination is in addition to any other rights of the County upon a failure of the Contractor to perform its obligations under this Agreement.

Contractor shall not be entitled to any further revenues from Collection operations authorized hereunder from and after the date of termination.

- E. Other Available Remedies.** The County's election of one (1) or more of the remedies described herein shall not limit the County from any and all other remedies at law and in equity including injunctive relief, etc.

#### **12.4 POSSESSION OF RECORDS UPON TERMINATION**

In the event of termination for an event of default, the Contractor shall furnish the Contract Administrator with immediate temporary access for a period of time to be determined by the County, to all of its business records, including without limitation, proprietary Contractor computer systems reports, related to its Customers, Collection routes, and billing of accounts for Collection services.

#### **12.5 COUNTY'S REMEDIES CUMULATIVE; SPECIFIC PERFORMANCE**

The County's rights to terminate this Agreement under Article 12.3, and to take possession of the Contractor's records under Article 12.4 are not exclusive, and the County's termination of this Agreement and/or the imposition of Liquidated Damages shall not constitute an election of remedies. Instead, these rights shall be in addition to any and all other legal and equitable rights and remedies, including but not limited to termination, which the County may have.

By virtue of the nature of this Agreement, the urgency of timely, continuous, and high-quality service; the lead time required to effect alternative service; and, the rights granted by the County to the Contractor, the remedy of damages for a breach hereof by the Contractor is inadequate and the County shall be entitled to injunctive relief (including but not limited to specific performance).

#### **12.6 PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES**

- A. General.** The Contractor acknowledges and agrees that one of the County's primary goals in entering into this Agreement is to ensure that the provided Collection Services are of the highest quality; that Service Recipient satisfaction remains at the highest level; that maximum diversion levels are achieved in consideration of economic benefit; that fees for service remain competitive; and, that materials Collected are put to the highest and best use to the extent feasible.
- B. Service Performance Standards: Liquidated Damages for Failure to Meet Standards.** The Parties further acknowledge that consistent and reliable Collection Service is of utmost importance to the County and that the County has considered and relied on Contractor's representations as to its quality-of-service commitment in entering into this Agreement with it. The Parties further recognize that some quantified standards of performance are necessary and appropriate to ensure consistent and reliable service and performance. The Parties further recognize that if the Contractor fails to achieve the performance standards or fails to submit required documents in a timely manner, the County and the County's residents and businesses will suffer damages and that it is and will be impractical and extremely difficult to ascertain and determine the exact amount of damages. Therefore, without prejudice to the County's right to treat such non-performance as an event of default under Article 12, the Parties agree that the liquidated damages amount defined below represent reasonable estimates of the amount of such damages considering all of the circumstances existing on the effective date of this Agreement, including the relationship of the sums to the range of harm to the County, Customers and the community as a whole that reasonably could be anticipated and the anticipation that proof of actual damages would be costly or impractical. In placing their initials at the places provided, each Party specifically confirms the accuracy of the statements made

above and the fact that each Party has had ample opportunity to consult with legal counsel and obtain an explanation of the liquidated damage provisions at the time that this Agreement was made.

County Initial Here \_\_\_\_\_ Contractor Initial Here \_\_\_\_\_

**C. Procedure for Assessing Liquidated Damages.**

1. The County may determine the occurrence of events giving rise to liquidated damages through the observation of its own employees or representatives, investigation of Customer complaints or self-reporting by the Contractor.
2. Prior to assessing liquidated damages, and within thirty (30) days of becoming aware of such violation, the County shall give Contractor notice of its intention to do so. The notice will include a brief description of the incident(s)/non-performance. The Contractor may review and make copies at its own expense of all information in the possession of the County relating to incident(s)/non-performance. The Contractor shall not be liable to pay liquidated damages with respect to any violation or incident of non-performance that occurs more than thirty (30) days before notice is given to the Contractor except in those instances where the County determines to its satisfaction that the Contractor knowingly perpetrated the violation or incident of non-performance. The Contractor may, within ten (10) working days after receiving notice, request a meeting with the County to present evidence regarding the accuracy of the facts related to the incident. If a meeting is requested, it shall be held by the Contract Administrator or his/her designee. The Contractor may present evidence in writing and through testimony of its employees and others relevant to the incident(s)/non-performance. The Contract Administrator or designee will provide Contractor with a written explanation of his or her determination on each incident(s)/non-performance prior to authorizing the assessment of liquidated damages. The decision of the Contract Administrator or designee may be appealed to the County. The decision of the County shall be final and the Contractor shall have been deemed to have exhausted its administrative remedies and can thereafter challenge such ruling in court. The Contractor shall not be liable to pay liquidated damages with respect to any violation or incident of substandard performance as described in Article 12.7 entitled "Excuse from Performance" herein or occurring after termination of this Agreement or while the County (or any third party authorized by the County) is performing interim Collection Services except for items 3., 4., 5., 10., 12., or 17., in the tables below occurring after termination of this Agreement.
3. The Contractor shall pay any Liquidated Damages assessed by the County within ten (10) Business Days of the date the Liquidated Damages are assessed. If they are not paid within the ten (10) Business Day period, the County may proceed against the performance bond required by this Agreement, order the termination of the rights granted by this Agreement, or all of the above.

- D. The Contractor agrees to pay (as Liquidated Damages and not as a penalty) the following amounts:

LIQUIDATED DAMAGES		
Item		Amount
1.	Failure or neglect to resolve a Customer complaint relating to missed Collection within the time set forth in Article 8.8, or failure to initially respond to any other type of Customer complaint within one (1) Work Day.	\$300.00 per incident per Service Recipient.
2.	Failure to clean up spillage or litter caused by the Contractor within the time set forth in Article 7.5.	\$300.00 per incident per location.
3.	Failure to repair damage to Customer property caused by the Contractor or its personnel.	\$500.00 per incident per location in addition to the reasonable cost of repair if not paid by the Contractor prior to the assessment of this liquidated damage.
4.	Failure to repair, or reimburse the County for, damage to the County property, other than normal wear and tear from routine operations, caused by the Contractor or its personnel, as provided in Article 11.9.	\$500.00 per incident in addition to the reasonable cost of repair if not paid by the Contractor prior to the assessment of this liquidated damage.
5.	Failure to maintain or timely submit to the County all quarterly and annual reports by the deadlines set forth in Article 8.9.	\$250.00 per incident per day for each day after the report(s) are due.
6.	Failure or neglect to complete at least ninety percent (90%) of a route within the County (i.e., Collect at least 90% of properly set out Carts or Bins on the route) on the regular scheduled Collection Service day unless addressed in Article 12.7, Excuse for Performance, herein.	\$1,000.00 for each route not completed.
7.	Failure to notify Customers of changes in route days as required by Article 7.4.	\$50.00 per Customer per day to a maximum of \$1,000.00 per occurrence.
8.	Failure to repair or replace damaged Carts or Bins within the time required by Article 7.10.	\$100.00 per incident per day to a maximum of \$500.00 per occurrence.
9.	Failure to deliver or exchange Carts or Bins within the time required by Article 7.10.C.	\$100.00 per incident per day to a maximum of \$500.00 per occurrence.

LIQUIDATED DAMAGES		
Item		Amount
10.	Failure to maintain or timely submit to the County or County's designated agent all documents and reports required under the provisions of this Agreement.	\$250.00 per incident per day.
11.	Failure to display Contractor's name and customer service phone number on Collection vehicles for a period exceeding thirty (30) calendar days.	\$100.00 per incident per day.
12.	Commingling Solid Waste with Recyclable Materials in Collection Vehicles.	\$1,000.00 per incident.
13.	Disposal of Recyclable Materials in the Disposal Facility except as provided in this Agreement.	\$1,000.00 per load.
14.	Failure to deliver any Collected materials to the County approved Disposal Facility, Materials Recovery Facility, or Transfer Station, as appropriate, except as otherwise expressly provided in this Agreement.	\$5,000.00 first failure \$25,000.00 each subsequent failure.
15.	Ceasing a program or part of a program for longer than thirty (30) days without written permission of the Contract Administrator, unless otherwise permitted under this Agreement.	\$1,000 per day beginning with the 31 <sup>st</sup> day.

## 12.7 EXCUSE FROM PERFORMANCE

The Parties shall be excused from performing their respective obligations hereunder and from any obligation to pay Liquidated Damages to the extent and for the period of time they are prevented from so performing by reason of floods, earthquakes, other acts of nature, war, civil insurrection, riots, acts of any government (including judicial action), and other similar catastrophic events which are beyond the control of and not the fault of the Party claiming excuse from performance hereunder. In the case of labor unrest or job action directed at a third party over whom Contractor has no control, the inability of the Contractor to provide services in accordance with this Agreement due to the unwillingness or failure of the third party to: (i) provide reasonable assurance of the safety of the Contractor's employees while providing such services; or, (ii) make reasonable accommodations with respect to Container placement and point of Delivery, time of Collection, or other operating circumstances to minimize any confrontation with pickets or the number of Persons necessary to make Collections shall, to that limited extent, excuse performance. The foregoing excuse shall be conditioned on the Contractor's cooperation in performing Collection services at different times and in different locations. Further, in the event of labor unrest, including but not limited to strike, work stoppage or slowdown, sickout, picketing, or other concerted job action conducted by the Contractor's employees or directed at the Contractor, or a subsidiary, the Contractor shall be excused from performance for the first five (5) days of such labor unrest.

The Party claiming excuse from performance shall, within two (2) calendar days after such Party has notice of such cause, give the other Party notice of the facts constituting such cause and asserting its claim to excuse under this Article.

If either Party validly exercises its rights under this Article, the Parties hereby waive any claim against each other for any damages sustained thereby.

The partial or complete interruption or discontinuance of the Contractor's services caused by one (1) or more of the events described in this Article shall not constitute a default by the Contractor under this Agreement. Notwithstanding the foregoing, however, if the Contractor is excused from performing all of its obligations hereunder for any of the causes listed in this Article for a period of thirty (30) calendar days or more, the County shall nevertheless have the right, in its sole discretion, to terminate this Agreement by giving ten (10) Business Days' notice to the Contractor, in which case the provisions of Article 12.3 shall apply.

#### **12.8 RIGHT TO DEMAND ASSURANCES OF PERFORMANCE**

The Parties acknowledge that it is of the utmost importance to the County and the health and safety of all those members of the public residing or doing business within the County who will be adversely affected by interrupted waste management service, that there is no material interruption in services provided under this Agreement.

If the Contractor: (i) is the subject of any labor unrest including work stoppage or slowdown, sick-out, picketing or other concerted job action; (ii) appears in the reasonable judgment of the County to be unable to regularly pay its bills as they become due; or, (iii) is the subject of a civil or criminal judgment or order entered by a Federal, State, regional or local agency for violation of an Applicable Law, and the County believes in good faith that the Contractor's ability to perform under this Agreement has thereby been placed in substantial jeopardy, the County may, at their sole option and in addition to all other remedies it may have, demand from the Contractor reasonable assurances of timely and proper performance of this Agreement, in such form and substance as the County believes in good faith is reasonably necessary in the circumstances to evidence continued ability to perform under this Agreement. If the Contractor fails or refuses to provide satisfactory assurances of timely and proper performance in the form and by the date required by the County, such failure or refusal shall be an event of default for purposes of Article 12.1.

### **ARTICLE 13: OTHER AGREEMENTS OF THE PARTIES**

#### **13.1 LEGAL REPRESENTATION**

It is acknowledged that each Party was, or had the opportunity to be, represented by counsel in the preparation of and contributed equally to the terms and conditions of this Agreement and, accordingly, the rule that a contract or Agreement shall be interpreted strictly against the party preparing the same shall not apply herein due to the joint contributions of both Parties.

### **13.2 FINANCIAL INTEREST**

The Contractor warrants and represents that no elected official, officer, agent or employee of the County has a financial interest, directly or indirectly, in this Agreement or the compensation to be paid under it and, further, that no County employee who acts in the County as a purchasing agent, nor any elected or appointed officer of the County, nor any spouse or child of such purchasing agent, employee or elected or appointed officer, is a partner, officer, director or proprietor of the Contractor and, further, that no such County employee, purchasing agent, County elected or appointed officer, or the spouse or child of any of them, alone or in combination, has a material interest in the Contractor. Material interest means direct or indirect ownership of more than five percent (5%) of the total assets or capital stock of the Contractor.

### **13.3 CONTRACTOR NOT OFFICER, EMPLOYEE OR AGENT**

- A. CONTRACTOR IS INDEPENDENT CONTRACTOR.** It is understood and agreed, and it is the intention of the Parties hereto, that the Contractor is an independent contractor, and is not an officer, employee, or agent of the County for any purpose whatsoever. The County shall have no right to and shall not control the manner and method by which the franchise services are performed by Contractor herein, except as otherwise provided in this Agreement. The Contractor shall be entirely and solely responsible for its acts and the acts of its agents, employees, Subcontractors engaged in the performance of services hereunder. The Contractor shall have no claim under this Agreement or otherwise against the County for vacation pay, sick leave, retirement benefits, social security, workers' compensation, disability, or unemployment insurance benefits or other employee benefits of any kind. The Parties acknowledge that the County shall not withhold from the Contractor's compensation any funds for income tax, FICA, disability insurance, unemployment insurance, or similar withholding and the Contractor is solely responsible for the timely payment of all such taxes and related payments to the State and federal government for itself and its employees, agents, and Subcontractors who might render services in connection with this Agreement. The Contractor shall inform all entities or Persons who perform any services pursuant to this Agreement of the provisions of this Article.
- B. CONTRACTOR RESPONSIBILITY TO AND FOR ITS OFFICERS, AGENTS EMPLOYEES, THE CONTRACTORS AND SUBCONTRACTORS.** The Contractor shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors, and Subcontractors, if any. Neither the Contractor nor its officers, employees, agents, contractors, or Subcontractors shall obtain any right to retirement benefits, workers' compensation benefits, or any other compensation or benefits which accrue to the County employees and the Contractor expressly waives any claim it may have or acquire to such compensation or benefits.

### **13.4 CONTRACTOR'S USE OF SUBCONTRACTOR**

The use of a Subcontractor to perform services under this Agreement shall not constitute delegation of the Contractor's duties provided that the Contractor has received prior written authorization from the

Contract Administrator to subcontract such services and the Contract Administrator has approved a Subcontractor who will perform such services. The Contractor shall be responsible for directing the work of the Contractor's Subcontractors and any compensation due or payable to the Contractor's Subcontractor shall be the sole responsibility of the Contractor. The Contract Administrator shall have the right to require the removal of any approved Subcontractor for reasonable cause.

### **13.5 COMPLIANCE WITH LAW**

The Contractor shall at all times, at its sole cost, comply with all Applicable Laws, permits and licenses of the United States, State, County, and the County and with all applicable regulations promulgated by Federal, State, regional or local administrative and regulatory agencies, now in force and as they may be enacted, issued or amended during the Term. Nothing contained in this Agreement shall require any Party to perform any act or function contrary to law, or limit the laws with which the Party must comply.

- A. PERMITS AND LICENSES.** The Contractor shall obtain, at its own expense, all permits, licenses and approvals required by law or ordinance, and shall maintain such permits, licenses and approvals in full force and effect throughout the Term of this Agreement. The Contractor shall provide proof of such permits, licenses or approvals and shall demonstrate compliance with the terms and conditions of such permits, licenses and approvals upon the request of the Contract Administrator.
- B. NOTICE OF AMENDMENT TO COUNTY MUNICIPAL CODE.** The County shall provide written notice to the Contractor of any planned amendment of the Storey County Municipal Code of Ordinances that would substantially affect Contractor's obligations or the performance of the Contractor's services pursuant to this Agreement. Such notice shall be provided at least thirty (30) calendar days prior to the Board's approval of such an amendment.

### **13.6 GOVERNING LAW**

The law of the State shall govern the rights, obligations, duties and liabilities of the County and the Contractor under this Agreement and shall govern the interpretation of this Agreement.

### **13.7 LITIGATION**

In the event of any litigation arising out of this Agreement, the prevailing Party in such action shall be entitled to recover its reasonable costs and expenses including, without limitation, reasonable attorneys' fees and costs paid or incurred in good faith. The "prevailing Party," for purposes of this Agreement, shall be deemed to be that Party who obtains substantially the result sought, whether by settlement, dismissal or judgment.

### **13.8 JURISDICTION**

The Parties agree that any litigation between the County and the Contractor concerning or arising out of this Agreement shall be filed and maintained exclusively in the courts of Nevada. Each Party consents to service of process in any manner authorized by law.



### **13.9 BINDING ON SUCCESSORS**

The provisions of this Agreement shall inure to the benefit to and be binding on the successors and permitted assigns of the Parties.

### **13.10 ASSIGNMENT**

Neither Party shall assign its rights nor delegate or otherwise transfer its obligations under this Agreement to any other Person without the prior written consent of the other Party. Any such assignment made without the consent of the other Party shall be void and the attempted assignment shall constitute a material breach of this Agreement.

For purposes of this Article, "assignment" shall include, but not be limited to: (i) a sale, exchange or other transfer of substantially all of the Contractor's local, regional, and/or corporate assets dedicated to service under this Agreement to a third party; (ii) a sale, exchange or other transfer of ten (10) percent or more of the local, regional, and/or corporate assets, stock, or ownership of the Contractor to a Person (other than a transfer of shares in the Contractor by the owner of such shares to a revocable trust for the benefit of his family or to another owner of shares in the Contractor) except that no cumulative sale, exchange, or transfer of shares may exceed twenty (20) percent during the Term of this Agreement (other than a transfer of shares in the Contractor by the owner of such shares to a revocable trust for the benefit of his family or to another owner of shares in the Contractor); (iii) any reorganization, consolidation, merger, recapitalization, stock issuance or re-issuance, voting trust, pooling agreement, escrow arrangement, liquidation or other transaction to which the Contractor or any of its shareholders is a party which results in a change of ownership or control of ten (10) percent or more of the value or voting rights in the local, regional, and/or corporate stock of the Contractor; (iv) divestiture of an Affiliate (e.g., trucking company, materials recovery facility, transfer station, etc.) used by the Contractor to fulfill its obligations under this Agreement; and, (v) any combination of the foregoing (whether or not in related or contemporaneous transactions) which has the effect of any such transfer or change of local, regional, and/or corporate ownership and/or control of the Contractor. For purposes of this Article, the term "proposed assignee" shall refer to the proposed transferee(s) or other successor(s) in interest pursuant to the assignment.

The Contractor acknowledges that this Agreement involves rendering a vital service to the County's residents and businesses, and that the County has selected Contractor to perform the services specified herein based on: (i) Contractor's experience, skill, and reputation for conducting its Solid Waste and Recyclables management operations in a safe, effective, and responsible fashion, at all times in keeping with applicable waste management laws, regulations, and good waste management practices; and, (ii) Contractor's financial resources on a local, regional, and/or corporate level to maintain the required equipment and to support its indemnity obligations to the County under this Agreement. The County has relied on each of these factors, among others, in choosing the Contractor to perform the services to be rendered by the Contractor under this Agreement.

If the Contractor requests the County consideration of and consent to an assignment, the County may deny or approve such request in their complete discretion. No request by the Contractor for consent to an assignment need be considered by the County unless and until Contractor has met the following requirements. The County may, in its sole discretion, waive one (1) or more of these requirements.

- A.** On the date the Contractor submits a written request for the County written consent of an assignment, the Contractor shall pay the County a transfer fee in the amount of one (1)

percent of the Gross Billings for the most-recently completed Rate Year. The transfer fee shall be returned to the Contractor if the County denies consent.

- B. The Contractor shall undertake to pay the County its reasonable expenses for attorneys', consultants', accountants' fees, staff time, and investigation costs necessary to investigate the suitability of any proposed assignee, and to review and finalize any documentation required as a condition for approving any such assignment.
- C. The Contractor shall furnish the County with audited financial statements of the proposed assignee's operations for the immediately preceding three (3) operating years.
- D. The Contractor shall furnish the County with satisfactory proof: (i) that the proposed assignee has at least ten (10) years of Solid Waste, Recyclable Materials, and Transfer Station management experience on a scale equal to or exceeding the scale of operations conducted by the Contractor under this Agreement; (ii) that in the last five (5) years, the proposed assignee has not suffered any citations or other censure from any Federal, State or local agency. The Contractor having jurisdiction over its waste management operations due to any significant failure to comply with State, Federal or local waste management laws and that the assignee has provided the County with a complete list of such citations and censures; (iii) that the proposed assignee has at all times conducted its operations in an environmentally safe and conscientious fashion; (iv) that the proposed assignee conducts its operations and management practices in accordance with sound waste management practices in full compliance with all Federal, State, and local laws regulating the Collection, transportation, Processing and Disposal of Solid Waste and Recyclable Materials, including Hazardous Waste; and, (v) that any other information required by the County demonstrates that the proposed assignee can fulfill the terms of this Agreement in a timely, safe and effective manner.
- E. The Contractor shall provide the County with any and all additional records or documentation which, in the County's sole determination, would facilitate the review of the proposed assignment.

Under no circumstances shall any proposed assignment be considered by the County if the Contractor is in default at any time during the period of consideration. If, in the County's sole determination, there is any doubt regarding the compliance of the Contractor with this Agreement, the County may require an audit of the Contractor's compliance and the costs of such audit shall be paid by the Contractor in advance of the performance of said audit.

#### **13.11 NO THIRD-PARTY BENEFICIARIES**

This Agreement is not intended to, and will not be construed to, create any right on the part of any third party to bring an action to enforce any of its terms.

#### **13.12 WAIVER**

Waiver by the County or the Contractor of any breach for violation of any term, covenant or condition of this Agreement shall not be deemed to be a waiver of any other term, covenant or condition or any subsequent breach or violation of the same or of any other term, covenant or condition. The subsequent acceptance by the County of any fee, tax, or any other monies which may become due from the Contractor to the County shall not be deemed to be a waiver by the County of any breach for violation of any term, covenant or condition of this Agreement.

### 13.13 TRANSITION TO NEXT CONTRACTOR

**Requirements in Event of Transition.** In the event the Contractor is not awarded an Agreement to continue to provide Collection Services following the expiration or early termination of this Agreement, the Contractor shall cooperate fully with the County and any subsequent contractors to assure a smooth transition of services described in this Agreement. Unless otherwise agreed by the County and the Contractor, such cooperation shall consist of: (a) providing the following information to the subsequent contractor: routing information, route maps, vehicle fleet information (if the subsequent contractor buys the Contractor's vehicle fleet), a list of Service Recipients' contact information and their respective Service Levels, a complete inventory of all Carts and Bins (if the subsequent Contractor buys the Contractor's Carts and Bins), and any other information deemed necessary by the County; and (b) providing adequate labor and equipment to complete performance of all Collection Services required under this Agreement. The Contractor shall not be eligible for the recovery of any costs associated with these transition activities. However, if the Contractor is requested to provide additional transition services outside the scope of this Collection Service Agreement the Contractor shall be compensated for such services at an amount to be agreed upon between the County and the Contractor prior to the provision of those services.

### 13.14 CONTRACTOR'S RECORDS

- A. Maintenance of Financial Records.** The Contractor shall maintain eight (8) years of any and all letters, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to Service Recipients for a minimum period of five (5) years, or for any longer period required by law, from the date of final payment to the Contractor pursuant to this Agreement.
- B. Maintenance of Performance Records.** The Contractor shall maintain eight (8) years of all documents and records which demonstrate performance under this Agreement for a minimum period of five (5) years, or for any longer period required by law, from the date of termination or completion of this Agreement.
- C. Availability of Records.** Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit at any time during regular business hours upon written request by the Contract Administrator, the County Attorney, County Auditor, County Manager, or a designated representative of any of these officers. Copies of such documents shall be provided to the County for inspection at the County offices when it is practical to do so. Otherwise, unless an alternative site is mutually agreed upon, the records shall be available at the Contractor's address indicated for receipt of notices in this Agreement.
- D. Provision of Requested or Demanded Records.** Where the County has reason to believe that such records or documents may be lost or discarded due to the dissolution, disbandment or termination of the Contractor's business, the County may, by written request or demand of any of the above-named officers, require that custody of the records be given to the County and that the records and documents be maintained in County Hall. Within ten (10) Business Days after receiving the County's written request or demand, the Contractor shall provide the County all requested records and documents

reasonably necessary to determine compliance with this Agreement. The County shall make those records and documents available to the Contractor, the Contractor's representatives, or Contractor's successor-in-interest at County Hall during regular operating hours.

### **13.15 NOTICE PROCEDURES**

Except as provided herein, whenever either Party desires to give notice to the other, it must be given by written notice addressed to the Party for whom it is intended, at the place last specified as the place for giving of notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective Persons and places for giving of notice:

**As to the County:**

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**As to the Contractor:**

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- A. Notices shall be effective when received at the address as specified above. Changes in the respective address to which such notice is to be directed may be made by written notice only. Facsimile transmission is acceptable notice, effective when received, however, facsimile transmissions received (i.e. printed) after 4:30 p.m. or on weekends or Holidays, will be deemed received on the next Business Day. Receipt is deemed to have taken place within three (3) work days of notice mailed by U.S. Postal Service return receipt requested. The original of items that are transmitted by facsimile equipment must also be mailed as required herein.
- B. Notice by the County to the Contractor of a Collection or other Service Recipient problem or complaint may be given to the Contractor orally by telephone at the Contractor's local office with confirmation sent as required above by the end of the work day.

## **ARTICLE 14: MISCELLANEOUS AGREEMENTS**

### **14.1 ENTIRETY OF AGREEMENT**

This Agreement and the Exhibits attached hereto constitute the entire Agreement and understanding between the Parties hereto, and it shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by the Parties hereto.

### **14.2 SEVERABILITY**

If any provision of this Agreement or the application of it to any Person or situation shall to any extent be held invalid or unenforceable, the remainder of this Agreement and the application of such provisions to

Persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected, shall continue in full force and effect, and shall be enforced to the fullest extent permitted by law.

#### **14.3 RIGHT TO REQUIRE PERFORMANCE**

The failure of the County at any time to require performance by the Contractor of any provision hereof shall in no way affect the right of the County thereafter to enforce same. Nor shall waiver by the County of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

#### **14.4 NON-DISCRIMINATION**

In the performance of all work and services under this Agreement, the Contractor shall not discriminate against any Person on the basis of such Person's race, sex, color, national origin, religion, marital status, age, disability or sexual orientation. The Contractor shall comply with all applicable local, State and federal laws and regulations regarding nondiscrimination, including those prohibiting discrimination in employment.

#### **14.5 ALL PRIOR AGREEMENTS SUPERSEDED**

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, contracts and understandings applicable to the matters contained in this Agreement and the Parties agree that there are no commitments, agreements, contracts or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms of this Agreement shall be predicated upon any prior representations, agreements or contracts, whether oral or written.

#### **14.6 HEADINGS**

The article headings and section headings in this Agreement are for convenience of reference only and are not to be considered in any interpretation of this Agreement.

#### **14.7 EXHIBITS**

Each Exhibit referred to in this Agreement forms an essential part of this Agreement. Each such Exhibit is a part of this Agreement and each is incorporated by this reference.

#### **14.8 REFERENCES TO LAWS**

All references in this Agreement to laws and regulations shall be understood to include such laws as they may be subsequently amended or recodified, unless otherwise specifically provided herein.

#### **14.9 EFFECTIVE DATE**

This Agreement shall become effective at such time as it is properly executed by the County and the Contractor and the Contractor shall begin Collection Services, as covered herein, as of **DATE**.

#### 14.10 AMENDMENTS

This Agreement may not be modified or amended in any respect except in writing signed by the Parties.

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

**STOREY COUNTY**

**CONTRACTOR**

_____	_____	_____	_____
Storey County Commission Chairman	Date	Signature	Date
		_____	
		Name, Title	

**The foregoing Agreement has been reviewed and approval is recommended:**

Resolution No. \_\_\_\_\_ Approved by Board of County Commissioners

**Approved as to Form:**

_____	_____
Insert Name County Attorney	Date

**EXHIBIT 1: MAXIMUM SERVICE RATES**

DRAFT

**EXHIBIT 2: RATE ADJUSTMENT METHODOLOGY EXAMPLE**

Step One: Calculate % Change in Indexes		A	B	C	D	E
Row	Rate Component	Old Index (Example CPI, Actual Gate Fees)	New Index (Example)	% Change in Index ((Column B/Column A)-1)	Percentage Weight	Total Weighted Change (Column C x Column D)
1	Service Component <sup>1</sup>	241.00	246.00	2.07%	100.00%	2.07%
	Disposal Component <sup>2</sup>					
2	Landfill <sup>3</sup>	\$24.50	\$24.99	2.00%	62.40%	1.25%
3	Recycling <sup>4</sup>	\$97.00	\$99.91	3.00%	36.00%	1.08%
4	Green Waste <sup>5</sup>	\$23.93	\$24.89	4.01%	1.60%	0.06%
5	Total Disposal Component				100.00%	2.39%
Step Two: Determine Weighted Change		F	G	H		
Row	Rate Component	Maximum Allowed % Change (Column E, Rows 1 and 5)	Component Weighting <sup>6</sup>	Total Weighted Change (Column F x Column G)		
6	Service	2.07%	77.00%	1.5900%		
7	Disposal	2.39%	23.00%	0.5500%		
8	Total % Rate Adjustment			2.1400%		
Step Three: Apply % Change to Rates		I	J	K	L	
Row	Rate Category	Current Rate	Total Weighted % Change (from Column H, Row 8)	Rate Increase or Decrease (Column I x Column J)	Adjusted Rate (Column I + Column K)	
9	Example Residential Service	\$30.00	2.1400%	0.64	\$30.64	
10	Example Commercial	\$35.00	2.1400%	0.75	\$35.75	
11	Example Roll Off	\$40.00	2.1400%	0.86	\$40.86	
Step Four: Determine Cost Components Weights for Future Rate Adjustment Calculation		M	N	O	P	Q
Line	Adjustment Factor	% Change as Applied to Rate Adjustment (Columns C, Rows 2 - 4)	Disposal Component (Column D, Rows 2 - 4)	Increase in Disposal Components (Column M x Column N)	Disposal Component Increased (Column N + Column O)	Disposal Components Reweighted to Equal 100% for future Adjustments
	Disposal					
12	Landfill	2.0000%	62.40%	1.25%	63.65%	62.17%
13	Recyclables	3.0000%	36.00%	1.08%	37.08%	36.21%
14	Green Waste	4.0100%	1.60%	0.06%	1.66%	1.62%
15	Disposal Component Total		100.00%	2.39%	102.39%	100.00%
		% Change as Applied to Rate Adjustment (Column E, Rows 1, 5)	Cost Component (Column G, Rows 6 - 7)	Increase in Cost Components (Column N, Rows 16, 17 x Column O, Rows 16, 17)	Cost Component Increased (Column O, Rows 16, 17 + Column P, Rows 16, 17)	Cost Components Reweighted to Equal 100% for future Adjustments (Column P, Rows 16, 17 / Column P, Row 18)
16	Service Component	2.0700%	77.00%	1.59%	78.59%	76.94%
17	Disposal Component	2.3922%	23.00%	0.55%	23.55%	23.06%
18	Total			2.14%	102.14%	100.00%

1. CPI (Consumer Price Index for All Urban Consumers (CPI-U): U. S. city average for garbage services)
2. Initial weights in Column E as computed in Disposal Index (if used). Future weights as computed in step four
3. Landfill Gate fee
4. MRF Recycling Processing Fee (if applicable)
5. Organic Material Processing Fee (if applicable)
6. Initial weights 77% Service, 23% Landfill. Subsequent weights as per recalculation in step four.  
If Contractor is the Landfill owner / operator, adjustment shall not be bifurcated between the service / disposal components. The rate shall be adjusted by CPI only.
- 7.



**EXHIBIT 3: LIST OF COUNTY SERVICE LOCATIONS AND COMMUNITY EVENT****Storey County facilities that will be served at no-charge:**

- Storey County Courthouse, B Street, Virginia City
- Piper's Opera House, B Street, Virginia City
- Storey County Finance, B Street, Virginia City
- Storey County Public Works and Community Development, Toll Road, Virginia City
- Storey County Ice-House, Toll Road, Virginia City
- Storey County Jail and Justice Complex, State Route 341, Virginia City
- Storey County Justice of Peace and IT, C Street, Virginia City
- Storey County Fairgrounds, F Street, Virginia City
- Storey County Dispatch, E Street, Virginia City
- Storey County Freight Depot VC, E Street, Virginia City
- Storey County Freight Depot Gold Hill, Main Street, Gold Hill
- Virginia City Tourism Center, C Street, Virginia City
- Storey County Sheriff and DA offices, C Street, Virginia City
- Storey County Miner's Park, E Street, Virginia City
- Storey County Swim Center, Carson Street, Virginia City
- Community Chest Main Office, C Street, Virginia City
- Community Chest Community Center, Carson Street, Virginia City
- Storey County Mark Twain Community Center, Sam Clemens, Mark Twain
- Storey County Senior Center, E Street, Virginia City
- Storey County Senior Center, Peri Ranch Road, Lockwood
- Storey County Sheriff's Substation, Canyon Way, Lockwood
- Storey County Fire Station 71, C Street, Virginia City
- Storey County Fire Station 72, Cartwright Road, Highlands
- Storey County Fire Station 74, Canyon Way, Lockwood
- Storey County Fire Station 75, Peru Drive, McCarran (TRI)
- Storey County Government Complex, Peru Drive, McCarran (TRI)
- Storey County Cemetery, Carson Street, Virginia City
- C Street trash barrels used by the public on boardwalk, C Street, Virginia City
- B Street trash barrels used by public at Piper's Opera House and Courthouse, B Street, Virginia City
- Storey County School District
  - Hugh Gallagher Elementary VC, D Street
  - Virginia City Middle School VC, D Street
  - Virginia City High School VC, R Street
  - Hillside Elementary School, Lockwood, Peri Ranch Road

**Storey County Community Events requiring Trash Service at no-charge (Article 5.9.F Special Event Collection Service)**

- Oyster Fry/St Patrick's Day
- Chili Cookoff
- Grand Prix
- Street Vibrations Spring

- 4th of July
- Hot August Nights
- Camel Races
- Street Vibrations Fall

DRAFT

**EXHIBIT 4: APPROVED LIST OF RECYCLABLE MATERIALS**

The following list of Recyclable Materials may be updated upon agreement of the County and the Contractor.

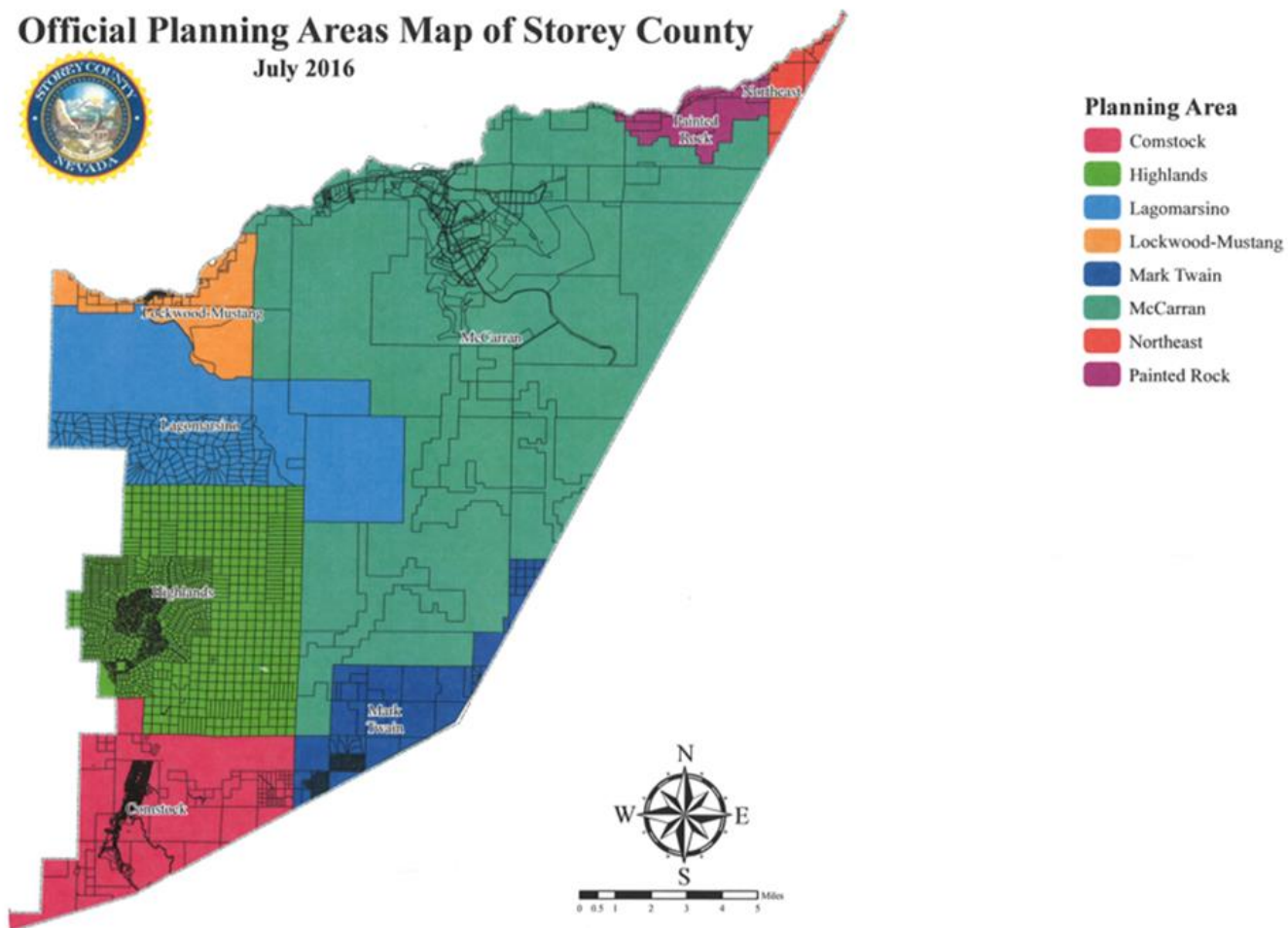
**PAPER / FIBER**

- Corrugated cardboard
- Mixed paper
  - Magazines
  - Catalogs
  - Envelopes
  - Junk mail
  - Brown bags
  - Paper
  - Paperboard
  - Paper egg cartons
  - Office ledger paper
  - Telephone books
  - Newsprint (including inserts)

**CONTAINERS & SALVAGED METALS**

- Ferrous Metals
  - Tin cans
  - Salvaged Metals
- Non-Ferrous Metals
  - Aluminum Beverage Containers
  - Pie tins
- Bi-Metal
- Plastics
  - #1 Plastics
  - #2 Plastics

**EXHIBIT 5: STOREY COUNTY MAP**




**EXHIBIT 6: INTER-LOCAL AGREEMENT WITH THE COMMUNITY OF LOCKWOOD**

County to obtain and include details regarding inter-local agreement with the Community of Lockwood.

**EXHIBIT 7: CONTRACTOR'S PROPOSAL**

DRAFT

	<h1>Board of Storey County Commissioners</h1> <h2>Agenda Action Report</h2>	
Meeting date: 10/3/2023 10:00 AM - BOCC Meeting	Estimate of Time Required: 10 min	
Agenda Item Type: Discussion/Possible Action		

- **Title:** Consideration and possible approval to change the Senior Center part-time kitchen aide position to a full-time position to handle the food demands of the kitchen operation at the same salary grade.
- **Recommended motion:** I (commissioner), move to approve the part-time Senior Center kitchen aide position to become a full-time kitchen aide position to handle the food demands in the kitchen at the same salary grade.
- **Prepared by:** Stacy York

**Department:**                      **Contact Number:** 775-847-0957

- **Staff Summary:** With the increase in Meals on Wheels, contracts with the school and the jail, the workload has increased and caused a need in the kitchen for a full-time rather than a part-time position. The current budget already had the expense for the part-time staff in Virginia City and part-time staff in Mark Twain. The plan is to combine the two positions for minimal budget impact and possible augmentation if necessary. To staff Mark Twain, the Director, who will be more visible down there to meet the needs, if any, will determine what the plan is for that center, revisiting the staff needs in the next budget cycle.
- **Supporting Materials:** See attached
- **Fiscal Impact:**
- **Legal review required:** False
- **Reviewed by:**  

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


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

**Department Name:**

**Other Agency Review:** \_\_\_\_\_
- **Board Action:**

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



	<b>Board of Storey County Fire Commissioners</b> <b>Agenda Action Report</b>	
<b>Meeting date: 10/3/2023 10:00 AM - BOCC Meeting</b>	<b>Estimate of Time Required: 5 minutes</b>	
<b>Agenda Item Type: Discussion/Possible Action</b>		

- **Title:** Consideration and possible approval of an agreement between the Storey County Fire Protection District and Oshinski & Forsberg, Ltd for legal services.
- **Recommended motion:** I (Fire Commissioner) move to approve the agreement for legal services for the Storey County Fire Protection District and Oshinski & Forsberg, Ltd.
- **Prepared by:** Jeremy Loncar

**Department:**                      **Contact Number:** 775-847-0954

- **Staff Summary:** The Fire Districts currently utilize and will continue to utilize the Storey County District Attorney's Office for primary legal services. Due to the growth of both the County and the District, this office is highly burdened, and with the acceptance of this legal agreement, some matters can be sent off to Oshinski & Forsberg to help relieve some workload from our DA's Office and expedite issues that require legal review. The District currently utilizes other law firms such as Sutton Hague Law Corporation for such issues as complex labor incidents.
- **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



Oshinski & Forsberg, Ltd.

ATTORNEYS AT LAW

September 5, 2023

Fire Chief Jeremy Loncar  
Storey County Fire Protection District  
Storey County Board of County Commissioners  
145 N. C Street  
P.O. Box 603  
Virginia City, NV 89440  
*JLoncar@storeycounty.org*

**Re: Legal Services Engagement Letter**

Dear Chief Loncar:

It was a pleasure talking with you on the phone last week. Oshinski & Forsberg, Ltd. is grateful for the opportunity to be of assistance to you. Pursuant to State Bar rules and our firm policy, permit me to set forth the terms of your retention of our firm. The following is provided for your review and acceptance.

1. Scope of Engagement. You are retaining this firm to provide legal counsel and services as requested by Storey County Fire Protection District Fire Chief Jeremy Loncar. At this time, the scope of services does not include regular attendance at meetings of the Storey County Board of County Commissioners; however, such appearances can be scheduled with sufficient advance notice and with the understanding that my calendar will not routinely be kept clear for such appearances. The firm will also advise and assist on other matters relevant to your goals as they arise from time to time, as well as any additional matters mutually agreed upon between yourself and the firm.

2. Fees and Hourly Rate. Our billing practice is to charge for our services based primarily on the amount of time devoted to a matter at hourly rates for the particular professionals involved. These hourly rates are based upon experience, expertise and standing. Our current regular rates for attorneys range from \$350 to \$400 per hour. My hourly rate for the Storey County Fire Protection District will be \$300, the firm's discounted rate for public entities. Our paralegal and investigator rates are \$100 per hour. Any new rates would apply after they are adopted by the firm for services rendered after the effective date of the new rates. Our fees are computed based upon billing periods of one-quarter of an hour, with fractional portions being rounded to the next highest one-quarter. Your monthly statement will reflect the services performed, the time involved and the lawyer who performed the work.

504 E. Musser Street, Ste. 202 | Carson City, NV 89701 | [www.OshinskiForsberg.com](http://www.OshinskiForsberg.com)

T: 775.301.4250 | F: 775.301.4251

3. Retainer. In setting up a file and proceeding with work for a new client, we have found it appropriate to obtain retainers that are credited to the client's account. Based upon the District's status as a public entity and our confidence in the soundness of the District, we will not require a retainer.

4. Disbursements. The performance of legal services may involve costs and expenses that you will either pay directly or for which you will reimburse us. In the normal course of our work, we don't bill clients for smaller expense items, such as telephone, postage, copying charges and administrative time. However, filing fees, recording fees, messenger services, service of process, court fees, and field expenses (i.e., mileage, meals, parking, lodging, etc.), will be charged and itemized on your statement. In circumstances involving any substantial expenditure of outside vendors (such as depositions, exhibit preparation or air fare), or substantial costs such as extended field expenses or jury fees, we will require that those sums be advanced to us before we expend them or we may require that they be directly reimbursed to the vendor.

5. Monthly Statements and Payment Terms. Our practice is to send a monthly statement for services rendered during the previous month and for disbursements incurred for our client's account. Our fee structure is based upon the premise that all statements are due and payable upon receipt. All funds received shall be first credited to any outstanding costs advanced to reimburse the firm for sums paid out on your behalf. Said application shall apply to any account with the firm in which an unpaid cost advance exists, even though you may have various separate accounts or matters with the firm. It is agreed that you will pay the balance of your statement before the 25th day of the month following the date of the statement. If the balance of your statement is not paid before the 25th day of the following month, we will incur additional accounting and financial expenses which are difficult and impractical to determine in advance. Therefore, it is our firm policy that you agree to pay a monthly finance charge of 1 1/2% of the outstanding balance of your bill which is not paid before the 25th day following the date of the statement to offset any additional accounting and financial expenses that we incur as a result of a late payment. This is, however, not an extended credit plan. We reserve the right to withdraw as your attorney for nonpayment of our fees or costs as described above. Furthermore, if it becomes necessary to institute a collection action to recover unpaid fees and/or costs, you agree to pay reasonable attorneys' fees and court costs.

We do our best to see that our clients are satisfied not only with our services but also with the reasonableness of the fees and the disbursements charged for those services. Therefore, upon receiving a monthly statement, you should call me if you have any questions or concerns about the bill. It is always best to review these matters while they are fresh in both our minds to avoid any unnecessary confusion. If you object only to a portion of a statement, we ask that you pay the remainder, which will not constitute a waiver of your objections.

6. Document Storage Policy. The firm's policy with regard to documents and other materials in our possession at the conclusion of a matter is to maintain them in storage for a period of at least two (2) years, or in accordance with the applicable provisions of the Nevada State Bar Association, whichever is longer. All documents and other materials in our file will then be destroyed or discarded without further notice to you. Accordingly, if there are any documents or other materials you wish to have retrieved from your file at the conclusion of this matter, it will be necessary for you to advise us in writing of that request to ensure that such items are not destroyed or discarded.

7. Conclusion; Withdrawal from Representation. The attorney-client relationship is one of mutual trust and confidence. If you have any questions at all about the provisions of this Fee Agreement, I invite your inquiries. We encourage our clients to inquire about any matter relating to our fee agreements or monthly statements that are in any way unclear or appear unsatisfactory.

If you do not meet your obligation of timely payments under this Agreement, we reserve the right to withdraw from this representation on that basis alone, subject of course, to any required judicial or administrative approvals. This Agreement is also subject to termination by either party upon reasonable notice for any reason. Upon such termination, however, you will remain liable for any unpaid fees and costs.

8. No Guarantee of Result. It is important to understand that in matters such as this we cannot guarantee a specific result. The result and the costs of any lawsuit will be affected by how vigorously it is defended by our opponents, evidence developed by both sides in discovery, the qualities of the judge or jury hearing the case and the law as it exists at the time any determination is made.

9. Future Services. This Fee Agreement will also apply to services rendered for any future matters that we mutually agree will be handled by the firm.

If this letter correctly sets forth your understanding of the initial scope of the services to be rendered to you by Oshinski & Forsberg, Ltd., and if the terms of the engagement are satisfactory, please execute this letter below and return it to us by email. Upon receipt of a signed copy of this letter, we will commence the legal services described above. If the scope of services described is incorrect or if the terms of the engagement set forth in this letter are not satisfactory to you, please contact me so we can discuss and resolve the matter.

Storey County Fire Protection District  
Storey County Board of County Commissioners  
September 5, 2023  
Page 4

Sincerely,

OSHINSKI & FORSBERG, LTD.



MARK FORSBERG, ESQ.

The undersigned hereby agrees to the above terms and conditions of retention of Oshinski & Forsberg, Ltd., for the purposes set forth above.

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

Storey County Fire Protection District  
Storey County Board of County Commissioners

By \_\_\_\_\_

Its \_\_\_\_\_

Address for Billing Purposes

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



## Storey County Board of Highway Commissioners Agenda Action Report

Meeting date: 10/3/2023 10:00 AM -  
BOCC Meeting

Estimate of Time Required: 10

Agenda Item Type: Discussion/Possible Action

- **Title:** Report of Public Works Department regarding roads and highways in Storey County.
- **Recommended motion:** Discussion only
- **Prepared by:** Jason Wierzbicki

**Department:**                      **Contact Number:** 7758470958

- **Staff Summary:** Discussion of roads and projects throughout the County.
- **Supporting Materials:** See attached
- **Fiscal Impact:** no
- **Legal review required:** False
- **Reviewed by:**

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

**Department Name:**

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

**Other Agency Review:** \_\_\_\_\_

- **Board Action:**

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



## Storey County Liquor Licensing Board Agenda Action Report

**Meeting date:** 10/3/2023 10:00 AM -  
**BOCC Meeting**

**Estimate of Time Required:** 10 min

**Agenda Item Type:** Discussion/Possible Action

- **Title:** For consideration and possible approval of the First reading on On-sale/Off-sale Liquor License. Applicant is Peter Joseph Lutz, Firehouse Saloon located at 171 South C Street, Virginia City, NV 89440.
- **Recommended motion:** I \_\_\_\_\_ Motion to approve the First reading On-Sale/Off-sale Liquor License. Applicant is Peter Joseph Lutz, Firehouse Saloon, located at 171 South C Street, Virginia City, Nevada
- **Prepared by:** Dore Nevin

**Department:** \_\_\_\_\_ **Contact Number:** 7758470959

- **Staff Summary:** First reading for On-Sale/Off-Sale Liquor License. Applicant is Peter Joseph Lutz, Firehouse Saloon located at 171 South C Street, Virginia City, Nevada
- **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: 10/3/2023 10:00 AM -  
BOCC Meeting**

**Estimate of Time Required: 45 min.**

**Agenda Item Type: Discussion/Possible Action**

- **Title:** Per Commissioner Mitchell's request, discussion and possible consideration providing direction to county staff and the planning commission to consider reducing minimum square-foot requirements for single-family residential structures in the R1 Single-Family, E Estate, and/or CR Commercial-Residential zones to 400 square-feet or less throughout Storey County.
- **Recommended motion:** I (commissioner) motion to direct county staff and the planning commission to consider reducing minimum square-foot requirements for single-family residential structures in in the R1 Single-Family, E Estate, and/or CR Commercial-Residential zones to \_\_\_\_\_ square-feet.
- **Prepared by:** Commissioners Office

**Department:**

**Contact Number:** 775.847.0968

- **Staff Summary:** Commissioner Mitchell requested that the board consider giving direction to county staff and the planning commission to explore possible amendments to the Storey County Zoning Ordinance regulating minimum residential square-footage requirements in response to the current costs of housing. A summary of current minimum square-footage requirements is enclosed herewith. Direction to proceed on zone text amendments will require public discussions and hearings by the planning commission, a recommendation by the planning commission, and final consideration by the board in accordance with NRS 278 (planning and zoning).
- **Supporting Materials:** See attached
- **Fiscal Impact:** Unknown
- **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

## Existing Residential Square-Foot Requirements in Storey County Code

R-1 : 800sf one bedroom, 1,000sf two bedroom, 1,200sf three bedroom, 5,000 sf minimum lot size, multifamily not allowed, accessory dwelling (adu) allowed if over 10,000 sf lot, no minimum size for adu

R-2: If single family, follows R-1 requirements. Multi family has no residence size limit, 5,000 sf minimum lot size, density of 1 unit per 2,000 sf, SUP to increase density

A: 800sf one bedroom, 1,000sf two bedroom, 1,200sf three bedroom, 3 acres minimum lot size

CR: 800sf one bedroom, 1,000sf two bedroom, 1,200sf three bedroom for single family detached, SUP allows for less minimum residence size, density of 1 unit per 2,000sf , SUP allows for less in Downtown District

F: 401sf minimum for single family, minimum dimension of 12-feet on any side, 40 acre minimum lot size

E:

Zone and Suffix	Minimum Acreage
E-1	1 acre
E-2.5	2.5 acres
E-5	5 acres
E-10	10 acres
E-40	40 acres
E-1-VCH	1 acre located in Virginia City Highlands
E-10-HR	10 acres located in Highland Ranches
E-40-VR	40 acres located in Virginia Ranches
Other suffix	E estate zones with minimum acreage between the above numbers or larger than 40 acres may be permitted so long as the minimum acreage limitation in the zone existing at the time of adoption of this title is met.

# Existing Residential Square-Foot Requirements in Storey County Code

Estates Zone	Minimum Floor Area (square-feet)			Front Setback	Rear Setback	Side Setback
	1 bdrm.	2 bdrm.	3 bdrm.			
E-1	800	1,000	1,200	20 ft.	12 ft.	12 ft.
E-2.5	800	1,000	1,200	30 ft.	40 ft.	15 ft.
E-5	800	1,000	1,200	30 ft.	40 ft.	15 ft.
E-10	800	1,000	1,200	30 ft.	40 ft.	15 ft.
E-40	401*	401*	401*	30 ft.	40 ft.	30 ft.
E-I-VCH	1,200	1,200	1,200	30 ft.	40 ft.	15 ft.
E-10-HR	1,200	1,200	1,200	30 ft.	40 ft.	15 ft.
E-40-VR	401*	401*	401*	30 ft.	40 ft.	15 ft.

\*The residence must have a minimum width dimension of 12-feet on any side, have a permanent foundation, and comply with all building code regulations. If the residence is not constructed onsite and meets the definition of a manufactured home, it must also comply with all state requirements for construction.

Estates zoning allows for accessory dwelling units, no minimum residence size for accessory dwelling units.

E-1-VCH and E-10 HR have CC&Rs with a HOA that also limit minimum residence size.



## STOREY COUNTY PLANNING COMMISSION Meeting

Thursday December 17, 2020 6:00 p.m.  
26 South B Street, District Courtroom, Via Zoom  
Virginia City, Nevada

### MEETING MINUTES

CHAIRMAN: Jim Hindle

VICE-CHAIRMAN: Summer Pellett

#### COMMISSIONERS:

Larry Prater, Kris Thompson, Jim Collins, Adrienne Baugh, Bryan Staples

1. **Call to Order:** The meeting was called to order by the Chairman at 6:10 P.M.

2. **Roll Call via Zoom:** Jim Hindle, Adrienne Baugh, Larry Prater, Summer Pellett.  
**Absent:** Jim Collins, Bryan Staples, Kris Thompson.

**Also Present:** Senior Planner Kathy Canfield, County Manager Austin Osborne, Deputy D.A. Keith Loomis and County Commissioner Jay Carmona.

3. **Pledge of Allegiance:** The Chairman led the Pledge of Allegiance.

4. **Discussion/Possible Action:** Approval of Agenda for December 17, 2020.

**Motion:** Approval of Agenda for December 17, 2020, **Action:** Approve, **Moved by** Commissioner Baugh, **Seconded by** Commissioner Pellett, **Vote:** Motion carried by unanimous vote (**summary:** Yes=4).

No Public Comment.

5. **Discussion/For Possible Action:** Approval of Minutes for November 5, 2020.

**Motion:** Approval of Minutes for November 5, 2020, **Action:** Approve, **Moved by** Commissioner Prater, **Seconded by** Commissioner Baugh, **Vote:** Motion carried by unanimous vote (**summary:** Yes=4).

No Public Comment

6. **Discussion/For Possible Action:** Bill 125 Ord 20-314 Text amendments to Storey County Code Title 17 Zoning Districts E Estate; F Forestry; and NR Natural Resources which include modifications and clarifications regarding the minimum floor area. Text amendments to the P Public Zone for modification and clarification of setbacks, and other properly related matters.

Senior Planner Canfield briefly discussed the changes to the minimum residence size in identified zoning districts which were discussed at the November 5<sup>th</sup> Planning Commission meeting and are contained in tonight's staff report (see below).

Discussions during the recent Title 17 updates this past summer and fall of 2020 identified a desire to review the minimum residence sizes allowed in Storey County. A committee of Storey County staff and Planning Commissioner Pellett met to discuss the concerns and existing regulations related to residence size. Based on that meeting and further research, staff arrived at a proposal to allow a minimum residence size of 401 square feet with a minimum 12 foot width and must be on a permanent foundation in the 40 acre zoning districts which include Estate (40 acres), Natural Resources (40 acres) and Forestry (40 acres). Staff and the planning commission also discussed this proposed change at its November 5, 2020 meeting. Upon conclusion of the discussion of the item, staff summarized the consensus of the discussion and advised the Planning Commission that staff would bring back modified code language for review and an action for a recommendation to forward to the Board of County Commissioners. Bill 125 Ord 20-314 documents the proposed changes to the minimum residence size. It should be noted that though the discussion process appeared to reach a consensus on a path forward, no formal action vote occurred and the language being proposed is staff's interpretation of the discussion.

The second portion of the proposed modification is to the setbacks in the Public zoning district. As part of the Title 17 update completed in the fall of 2020, modifications to setbacks in several zoning districts occurred. The Public zone identifies each of these zoning districts and follows the setbacks of the abutting zoning district. This proposed change reflects the modifications previously made to setbacks in other zoning districts.

Chairman Hindle asked for board comment or questions.

Commissioner Prater: Commented that he would like Commissioner Pellett's comments on the zoning changes.

Commissioner Pellett: Confirmed that she got together with staff and also brought input from a 40 acre resident on the changes to the minimum home size. She said that what Kathy has proposed here represents the discussion. She is happy with the changes and how everything went.

Chairman Hindle: Stated that this was the focus of a good amount of discussion at past planning commission meetings including the November 5<sup>th</sup> meeting. Hindle also thanked Gary Mack (40 acre resident in meeting tonight) for his input on the minimum home size.

Commissioner Baugh: Said that she read over everything and it makes sense and looks great.

Public Comment:

Rob Messier, property owner: Asked in the chat if a tiny home has to be on a trailer, and then asked another question about how many you can have on a property

Senior Planner Canfield: Answered that these are not Tiny Homes because the building code has a definition of what a Tiny Home is which is 400 square feet or less. This is simply a small home and requires placement on a permanent foundation. If it's brought in on a trailer it has to be taken off and put on a permanent foundation. This is consistent with the county's building code. For this zoning district, and if a property owner meets the criteria, a secondary dwelling may be placed on the property. The requirements which apply to accessory dwellings in General Provisions would still have to be met. The minimum size would still be the proposed 401 square feet.

Chairman Hindle: Added that in popular culture it appears that a Tiny Home is somewhere around 100 to 200 square feet. They are generally smaller than the recommended minimum size.

**Motion:** I Summer Pellett recommend approval of Bill 125, Ordinance 20-314, an ordinance amending provisions of Storey County Code Title 17 to establish the minimum square footage for residences in the Estate, Natural Resources and Forestry zones and modifying setback requirements in the Public zone and providing other matters properly related thereto., **Action:** Approve, **Moved by** Commissioner Prater, **Seconded by** Commissioner Baugh, **Vote:** Motion carried by unanimous vote (**summary:** Yes=4).



# STOREY COUNTY BOARD OF COUNTY COMMISSIONERS MEETING

JANUARY 19, 2021 10:00 A.M.

DISTRICT COURTROOM  
26 SOUTH B STREET, VIRGINIA CITY, NEVADA

## MEETING MINUTES

JAY CARMONA  
CHAIRMAN

ANNE LANGER  
DISTRICT ATTORNEY

CLAY MITCHELL  
VICE-CHAIRMAN

LANCE GILMAN  
COMMISSIONER

VANESSA STEPHENS  
CLERK-TREASURER

**Roll Call:** Chairman Carmona, Vice-Chairman Mitchell, Commissioner Gilman, County Manager Austin Osborne, Deputy District Attorney Keith Loomis, Clerk & Treasurer Vanessa Stephens, Communications Manager Becky Parsons, Tourism Director Deny Dotson, Justice of the Peace Eileen Herrington, Community Chest Director Erik Schoen, Public Works Director Jason Wierzbicki, Sheriff Antinoro, Emergency Management Director Joe Curtis, Labor Relations Jeanne Greene, Fire Chief Jeremy Loncar, Comptroller Jennifer McCain, Planner Kathy Canfield, Assessor Jana Seddon, Human Resources Director Tobi Whitten, Community Development Director/Fire Marshall Martin Azevedo, IT Director James Deane, Community Relations Director Lara Mather, Water/Sewer Project Manager Mike Nevin, Senior Center Director Stacy York, District Attorney Anne Langer, Outside Council Robert Morris

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

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

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

Chairman Carmona led those present in the Pledge of Allegiance.

### **3. DISCUSSION/POSSIBLE ACTION:** Approval of Agenda for January 19, 2021. County Manager Osborne requested Item 9 be continued to February 2, 2021.

Public Comment: None

**Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote, (Summary: Yes=3)

**24. DISCUSSION/POSSIBLE ACTION:** First Reading of Bill 125, Ordinance 20-314, Text amendments to Storey County Code Title 17 Zoning Districts E Estate; F Forestry; and NR Natural Resources which include modifications and clarifications regarding the minimum floor area. Text amendments to the P Public Zone for modification and clarification of setbacks, and other properly related matters. Date of Second Reading will be February 2, 2021.

Ms. Canfield: This amendment item was taken out of Item 17 for additional updates when it was discussed previously. Working with the Planning Commission and County staff, this is the first reading for recommended changes for residence size, the proposal is:

- Minimum house size to be 401 square feet;
- That it will be allowed in the zoning districts that have a minimum 40 acre size;
- That it be a minimum 12 feet wide dimension on any side;
- That it be placed on permanent foundation;
- That it meets all building code requirements.

This amendment will be for Forestry Zone, Estate Zone (40 acres), or Natural Resource Zone. The minimum 12 foot wide was decided due to concern of having something too small that could be placed on the back of a truck and disappear. The Planning Commission felt the 12 foot-wide minimum would take care of this.

The second part modifies setbacks in the Public zone. Modifications were made in 2020 with the Title 17 update. They were not made to the Public Zone at that time so is being done now.

If approved, there is a change to Estate Zoning with addition of some of the numbers.

Public Comment: None

Vice Chairman Mitchell asked Ms. Canfield to clarify what it is she mentioned at the end- if it was something that needs to be addressed at this time or at the second reading.

Ms. Canfield: On the Estate Zone, there is a chart about the minimum floor area and front, rear, and side setbacks. Language is being changed on the E-40-VR - one of the <sup>rows</sup> roads on this chart. We also want to change the language for the E-40 <sup>row</sup> roads to match the E-40-VR <sup>row</sup> roads - this was not done on the chart.

Vice Chairman Mitchell said he supports the changes - this is a move in the right direction. Down the road, he would like a broader change to a lower minimum. This is a good first step. After we get a feeling for how well it is working - then we could bring it back to look at making the same change to some of the other zones.



Chair Carmona: While attending Planning Commission meetings, he was glad to see discussion taking place. This is a move in the right direction.

Ms. Canfield read the Title: This is the First reading of Bill 125, Ordinance 20-314, text amendments to Storey County Code Title 17 Zoning District E Estate, F Forestry, and NR Natural Resources which include modifications and clarifications regarding the minimum floor area. Text amendments to the P Public zone for modification and clarification of setbacks and other properly related matters. Date of the second reading will be February 2, 2021.

**Motion:** In accordance with the recommendation by staff and the Planning Commission, I, Commissioner Mitchell, move to approve the First Reading of Bill 125, Ordinance 20-314, Text amendments to Storey County Code Title 17 Zoning Districts E Estate; F Forestry; and NR Natural Resources which include modifications and clarifications regarding the minimum floor area, to include the modifications suggested by staff at this meeting. Text amendments to the P Public zone, for modification, clarification, and setbacks, and other properly related matters. Second reading will be February 2, 2021, **Action:** Approve, **Moved by:** Vice Chairman Mitchell, **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=3)

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

Vice Chairman Mitchell: Thanks again to all who applied for positions on the Planning Commission. He suggested if there are opportunities in the future to form "working groups" or ad hoc committees that they be kept at the top of the list as their expertise may be useful to us.

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

The meeting was adjourned by the call of the Chair at 11:50 AM.

Respectfully submitted,

By: \_\_\_\_\_  
Vanessa Stephens Clerk-Treasurer





## STOREY COUNTY PLANNING COMMISSION Meeting

Thursday November 5, 2020 6:00 p.m.  
26 South B Street, District Courtroom, Via Zoom  
Virginia City, Nevada

### MEETING MINUTES

CHAIRMAN: Jim Hindle

VICE-CHAIRMAN: Summer Pellett

#### COMMISSIONERS:

Larry Prater, Kris Thompson, Jim Collins, Adrienne Baugh, Bryan Staples

1. **Call to Order:** The meeting was called to order by the Chairman at 6:01 P.M.
2. **Roll Call via Zoom:** Jim Hindle, Adrienne Baugh, Larry Prater, Summer Pellett, Jim Collins, Bryan Staples, Kris Thompson.

**Also Present:** Senior Planner Kathy Canfield, County Manager Austin Osborne, Deputy D.A. Keith Loomis, Special Counsel Bob Morris, and County Commissioner Jay Carmona.

3. **Pledge of Allegiance:** The Chairman led the Pledge of Allegiance.
4. **Discussion/Possible Action:** Approval of Agenda for November 5, 2020.

**Motion:** Approval of Agenda for November 5, 2020, **Action:** Approve, **Moved by** Commissioner Pellett, **Seconded by** Commissioner Prater, **Vote:** Motion carried by unanimous vote (**summary:** Yes=7).

No Public Comment.

5. **Discussion/For Possible Action:** Approval of Minutes for September 17, 2020.

**Motion:** Approval of Minutes for September 17, 2020, **Action:** Approve, **Moved by** Commissioner Thompson, **Seconded by** Commissioner Collins, **Vote:** Motion carried by unanimous vote (**summary:** Yes=7).

No Public Comment

6. **Discussion/For Possible Action:** Approval of Minutes for October 1, 2020.

**Motion:** Approval of Minutes for October 1, 2020, **Action:** Approve, **Moved by** Commissioner Prater, **Seconded by** Commissioner Thompson, **Vote:** Motion carried by unanimous vote (**summary:** Yes=7).

No Public Comment

county may need help from a third party in order to ensure that the plans meet county requirements. PUDs can be anything from small scale such as a street with a few houses on it or a large subdivision such as Painted Rock. NRS doesn't take into account the scale of the development when it comes to the timeline for approval. Canfield said that she anticipates at the pre-application meeting it may be determined what the cost of a third party review might be and a discussion can occur as to cost. Staff with approval by the planning commission and the board will have the final say on the project after reviewing the third party's comments, not the third party.

**County Manager Osborne:** In discussing this with the board in the past it was determined that the taxpayer shouldn't be paying for engineering review costs associated with a large planned unit developments such as Painted Rock. This should be a cost to the developer of the PUD. The review would just be for specifications like road curvature, drainages, grading, things like that. It would be up to county staff, the planning commission and the county commission based on the master plan and zoning on whether or not the plan is compatible the environment and the surrounding community. The third party would just be looking at the civil engineering aspect of the development.

Lumos and Associates is the engineer the county would use for the review. The county is currently contracted with them for engineering review. Osborne said that if the estimate for review was say \$60,000 and the actual cost ended up being \$50,000, the difference would be remitted back to the applicant.

Osborne also said that there is language in another area of the code that addresses disagreements with the third party review.

Discussion between commission members and staff regarding whether or not the applicant could choose an engineering firm for the third party review, or if the county engineer would be completing the review. After discussion it was confirmed that the engineering firm the county is contracted with (Lumos & Associates) will do the review.

**Commission Prater:** The county should be the party to decide which engineering firm will do the third party review, not the applicant.

**Commissioner Pellett:** Third Party review is a good idea and lowers the cost to the citizens of the county. Pellett said that when it comes to PUDs most jurisdictions don't have a set cost for review. It is usually an hourly rate for staff time. Typically it is between the \$50k to \$80k range. The third party review is to make sure the PUD meets state requirements but staff is still going to be the one to take the information and make recommendations to the planning commission and board. That would be where the decision making come in.

**Commissioner Thompson:** Asked about adding language to address the situation of the applicant objecting to the anticipated cost of the third party review.

**Special Counsel Bob Morris:** Said that there are existing "sort of appeals" within the codes that state if somebody disagrees with the decision of say the Planning Director as to the amount of the review cost, there are appeal methods already existing in the code.

No Public Comment

**Motion:** I Bryan Staples move to accept the revisions to Titles 16 and 17 as submitted by staff, **Action:** Approve, **Moved by** Commissioner Staples, **Seconded by** Commissioner Thompson, **Vote:** Motion carried by unanimous vote (summary: Yes=7)

9. **Discussion Only/No Possible Action:** Text amendments to Storey County Code Title 17 Zoning Districts CR Commercial-Residential; R1 Single-Family; R2 Multi-Family Residential; E Estate; F Forestry; A Agriculture; NR Natural Resources and SPR Special Planning Review zones. Modifications and clarifications regarding the minimum floor area may be discussed and proposed for future action.

**Chairman Hindle:** Mentioned the correspondence sent to the planning commissioners and posted on the website today.

**Senior Planner Canfield:** Summarized the correspondence (worksheet) that was sent out and posted regarding the

potential changes to the minimum floor area in the Forestry, Estate and Natural Resources zones (see below):

**Residence Size Worksheet  
November 5, 2020**

- Zoning districts A, CR, E, F, NR, R1, R2, SPR all have residential uses as an allowed use.
- Zoning Districts A, E, F, NR, R1, R2, SPR have 800 sf minimum size.
- CR zoning currently allows for a residence size less than 800 sf with a special use permit.
- Minimum Lot sizes:
  - A – 3 acres
  - CR – 5,000 sf
  - E – 1, 10 & 40 acres
  - F – 40 acres
  - NR – 40 acres
  - R1 – 5,000 sf
  - R2 – 5,000 sf
  - SPR – 5,000 sf
- Minimum residence size for surrounding jurisdictions:
  - Lyon County: 600 square feet
  - Carson City: follows International Building Code
  - Douglas County: 20-foot by 20-foot minimum size (400 square feet)
  - City of Fernley: follows International Building Code
  - Washoe County: follows International Building Code
  - City of Reno: follows International Building Code
- International Building Code/International Residential Code has an Appendix Q that can be adopted by a jurisdiction that provides regulations for residences 400 square feet or less. Storey County has adopted this Appendix at the time the 2018 IBC/IRC was adopted.
- Nevada Revised Statutes 489.113 defines a manufactured home.
- Nevada Department of Transportation legal transport dimensions are 10' wide, 75' length, 18' height without needing an oversize permit.
- Storey County code requires a residence be placed on a permanent foundation (unless within a mobile home park). Water and sewer hookups are required where available, or water well and septic system if municipal system not available. Well and septic require a minimum of 1 acre parcel size.

Based on the research staff completed with the help of the review team, staff is recommending:

Minimum home size of 401 square feet. The International Residential Code/International Building Code mark a difference in home sizes 400 square feet or less and homes greater than 400 square feet. The IRC/IBC define homes 400 square feet or less as "tiny homes".

Minimum of 40 acre parcel, so Estates, Forestry and Natural Resources zoning districts. This allows for separation between properties with the potential to impact adjacent properties lessened.

As only 40 acre parcels eligible, allowed land use, no special use permit required.

A minimum dimension of 12-feet. Staff believes that this will address the Assessor's concerns of real property being easily removed from the site. NDOT requirements are applicable for a width greater than 10-feet, making the transport of a pre-built structure more regulated and less likely to be removed.

The residence must be placed on a permanent foundation and follow all applicable building codes. The residence shall either connect to a municipal water/sewer system, or have a functioning onsite well and septic system.

If residence is not built onsite, it will most likely meet the definition of a manufactured home and must meet all state and county requirements for such construction.

DMV Nevada:

#### Recreational Park Trailers



Recreational park trailers or "park models" of up to 400 square feet are titled by the DMV. Please present all proof of ownership documents such as a Dealer's Report of Sale, sales or lease contract, Manufacturer's Certificate of Origin and/or an existing title.

A VIN inspection is required on trailers brought in from another state. DMV may collect sales taxes on out-of-state dealer sales. Trailers of more than 400 square feet are considered manufactured homes.

Recreational park trailers are registered and taxed by [County Assessors](#) in the same manner as manufactured homes. You must contact both the DMV and the County Assessor.

Contact the [Nevada Department of Transportation](#) for information on movement permits.

**NRS 482.1005 "Recreational park trailer" defined.** "Recreational park trailer" means a vehicle which is primarily designed to provide temporary living quarters for recreational, camping or seasonal use and which:

1. Is built on a single chassis mounted on wheels;
2. Has a gross trailer area not exceeding 400 square feet in the set-up mode; and
3. Is certified by the manufacturer as complying with Standard No. A119.5 of the American National Standards Institute.

Discussion between staff, commissioner members and the public regarding the worksheet. Most comments and discussion were completed at the previous planning commission meeting.

**Commissioner Pellett:** Commented that Senior Planner Canfield summed it up well. Agrees with the proposed 401 square feet makes sense with the Appendix Q. Placing the home on a permanent foundation also solves this issue of someone hauling the home out easily. Pellett thanked Gary Mack for his contributions and time he spent on this discussion.

**Public Comment:** Gary Mack, 40 acre property owner, thanked everyone on the review team and staff in the county for their work. Mack stated that he appreciates this document (worksheet) and said it clarifies and lays out a rational basis (for the minimum home size) from his perspective.

Clay Mitchell, Storey resident: Expressed his appreciation for the committee getting together and doing this. Said this may be a model in the future of collaboration that would be beneficial for the county.


Senior Planner Canfield: Clarified that this will only be applied to the 40 acre zoning districts. Property owners in the CR zoning district will still be able to apply for a special use permit to have a home under the 800 square foot minimum.

#### 10. Discussion/Possible Action: Determination of next planning commission meeting.

**Motion:** Next planning commission meeting to be held on December 3, 2020 at 6:00 P.M. at the Storey County Courthouse, Virginia City, Nevada, Via Zoom, Action: Approve, **Moved by** Commissioner Thompson, **Seconded by** Commissioner Baugh, **Vote:** Motion carried by unanimous vote (**summary:** Yes=7).

No Public Comment

#### 11. Discussion/Possible Action: Approval of claims – None

	<b>Board of Storey County Commissioners</b> <b>Agenda Action Report</b>	
<b>Meeting date: 10/3/2023 10:00 AM - BOCC Meeting</b>	<b>Estimate of Time Required: 10 min.</b>	
<b>Agenda Item Type: Discussion/Possible Action</b>		

- **Title:** Set date for hearing of the Virginia City Gaming LLC/Vincent Malfitano, business/liquor license revocation proceedings for the Bonanza Saloon located at 27 S. C Street in Virginia City, Storey County, Nevada.
- **Recommended motion:** I (commissioner), move to set the date of the hearing into the revocation of the Virginia City Gaming LLC/Vincent Malfitano, business/liquor license revocation proceedings for \_\_\_\_\_.
- **Prepared by:** KEITH LOOMIS

**Department:**                      **Contact Number:** 7758470964

- **Staff Summary:** On August 15, 2023, The Storey County Board of County Commissioners (Board) at its meeting on August 18, 2023, approved the act of the Storey County Sherriff's Office temporary suspension of the business/liquor license for the Bonanza Saloon and authorized subsequent action to consider the permanent revocation of the licenses all as authorized by Storey County Code Section (hereafter SCC) 5.04.110. Subsequently, on September 6, 2023, the Storey County District Attorney's Office filed a complaint with the Clerk of the Board seeking revocation of those licenses and served that complaint on Vincent Malfitano by certified mailing return receipt requested. On September 18, 2023, Malfitano/Virginia City Gaming filed what was termed "Motion to Dismiss Complaint for Revocation of License and Answer". In accordance with SCC 5.04.110 the next step is to set the matter for a hearing before the Board.
- **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

# **COMPLAINT FOR REVOCATION OF LICENSES**

Comes now, the Storey County District Attorney's Office and submits this Complaint as follows:

Under Storey County Code (SCC) Section 5.04.110 the Storey County Board of County Commissioners may suspend, revoke or cancel any licenses including liquor licenses issued for the conducting of business pursuant to SCC Chapter 5.04 for good cause. Good cause includes, but is not limited to:

The commission of, or permitting or causing the commission of, any act in the operation of the business which act is made unlawful or is prohibited by any ordinance, rule or law of Storey County, or state or federal government. SCC 5.04.110(A)(2).

Fraudulent practices or misrepresentations in the operation of the business, or concealment or misrepresentation in procuring the license. SCC 5.04.110(A)(3).

In this case it is alleged that the following person or entity i.e., Vincent Malfitano, and/or Virginia City Gaming LLC., (hereafter Respondents) have engaged in activities which establish good cause for the revocation of the business licenses that authorize business and the sale of liquor to be conducted at the Bonanza Saloon located at 27 South C Street in Virginia City, Storey County, Nevada. It is alleged that Virginia City Gaming LLC is an owner of the Bonanza Saloon whose manager is Vincent Malfitano. It is alleged that good cause exists for the revocation, cancellation or suspension of business licenses of Respondents in relation to their business activities involving the Bonanza Saloon as set forth hereafter.

## **GROUND ONE**

Respondents, between 2020 and 2023, repeatedly purchased or caused the purchase of liquor for retail sale in the Bonanza Saloon from outlets such as Costco and Sam's Club which were not state-licensed wholesalers of liquor, a violation of NRS 369.487.

## **GROUND TWO**

Respondents, between 2020 and 2023, have repeatedly caused the liquor of one brand to be transferred to liquor bottles of another brand and have sold or provided the substituted liquor to patrons and customers of the Bonanza Saloon without obtaining the consent of the patrons and customers to be provided with the substitute liquor, a violation of NRS 597.260.

## **GROUND THREE**

Respondents have between 2020 and 2023 repeatedly engaged in fraudulent practices or misrepresentations by transferring one brand of liquor into empty bottles of another brand



of liquor which they supplied to customers and patrons of the Bonanza Saloon thereby fraudulently representing or misrepresenting that the liquor in the previously empty bottles is liquor provided or produced by the entity whose name is on the bottle to which the liquor was transferred.

#### **GROUND FOUR**

Respondents have conducted business at the Bonanza saloons in such a way as to: 1. Suffer declarations of default as to a deed of trust encumbering the real property of the Delta and Bonanza Saloons; 2. Be unable to purchase supplies for the conduct of their businesses at the Bonanza Saloon from Nevada-licensed wholesale suppliers of liquor who are no longer willing to supply liquor to respondents because of the failure of respondents to fulfill their financial obligations to the suppliers; 3. Repeatedly provide checks or drafts for services provided by employees or contractors of the Bonanza Saloon which bounce or do not clear the banks on which they are drawn; and, 4. Fail to pay the real property taxes owed to the County thereby suffering the transfers of title to the real property on which the Bonanza Saloon is located to the Storey County Treasurer in trust for the benefit of Storey County and the State of Nevada. By such activities they have demonstrated the inability to successfully conduct business at the Bonanza Saloons, all of which constitute good and sufficient ground for revoking the business license of the Bonanza Saloon.

#### **GROUND FIVE**

Respondents have from 2021 through 2023 misclassified employees as independent contractors rather than employees in that persons working at the Bonanza Saloon do so in the service of Virginia City Gaming LLC and/or Vincent Malfitano under any appointment or contract of hire express or implied, oral or written, whether lawfully or unlawfully employed. Furthermore, respondents do not provide persons working at the Bonanza with IRS Form 1099's all of which causes the workers to be misclassified by respondents as independent contractors in violation of NRS 608.400.

#### **GROUND SIX**

Respondents, from 2021 through 2023 did not confirm the eligibility of prospective employees of the Bonanza Saloon to work in the United States by failing to obtain I-9 forms in violation of 8 CFR 274a.2.

#### **GROUND SEVEN**

Respondents have from 2021 through 2023 did not obtain W-4 forms from prospective employees and did not deduct income taxes through withholding from employee paychecks in violation of 26 CFR 3402.



## GROUND EIGHT

Respondents from 2021 through 2023 did on numerous occasions fail to pay the wages of their employees at the Bonanza Saloon with good and valuable negotiable checks in violation of NRS 608.120.

Wherefore your complainant submits that the information and evidence to be submitted to the Board establishes the grounds for revoking, cancelling or suspending the business licenses including liquor license issued to respondents or either of them pursuant to SCC Chapter 5.04. This complaint is made upon information and belief that the allegations set forth above are true.

Dated this 6th day of September, 2023.

STOREY COUNTY DISTRICT ATTORNEY

By 

Keith Loomis, Chief Deputy District Attorney  
Storey County District Attorney's Office  
P.O. Box 496 201 S. C Street  
Virginia City, NV 89440  
(775) 847-0964 kloomis@storeycounty.org

FILED

2023 SEP 18 PM 3: 56

STOREY COUNTY CLERK

31 

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7  
8 **STOREY COUNTY BOARD OF**  
**COUNTY COMMISSIONERS**

9  
10  
11 IN THE MATTER OF  
12 VINCENT MALFITANO AND/OR  
13 VIRGINIA CITY GAMING LLC  
14  
15  
16  
17

**Motion to Dismiss Complaint for**  
**Revocation of License and Answer**  
  
Hearing Requested

18 Virginia City Gaming LLC and Vincent Malfitano (hereinafter, "Dr. Malfitano") by and  
19 through their legal counsel, Devon T. Reese, Esq. and Alex Velto, Esq., of Hutchison  
20 & Steffen, PLLC, hereby Move to Dismiss the Complaint for Revocation of Licenses and Answer  
21 the same, and, in the alternative, request a hearing to afford Dr. Malfitano due process. This filing  
22 is accompanied by a Memorandum of Points and Authorities to be supplemented by argument  
23 and evidence at a hearing, if ordered by this the Storey County Commission ("Commission").

1                                    **Memorandum of Points and Authorities**

2            **I.        Introduction**

3            The Storey County District Attorney's Complaint for Revocation of Licenses, filed with  
4 the Storey County Board of County Commission on September 6, 2023, seeks to revoke the  
5 business licenses issued for the Bonanza Saloon & Café and Delta Saloon. The Complaint is a  
6 smear campaign, singling out a lawful business owner who merely tries to support Virginia City.  
7 The Complaint's shot-gun style approach that seeks to turn this Commission into a criminal Court.  
8 It is the next step in a series of targeted actions to single-out and revoke Dr. Malfitano business  
9 licenses permanently. The County already suspended the license for Bonanza Saloon & Café,  
10 and when Dr. Malfitano attempted to pay the business and licensing fees owed on Delta Saloon,  
11 the County refused to allow him to pay. All of this shows the animus at the heart of the Complaint.

12            The Claims themselves are without merit. But more importantly, they are not claims that  
13 this Commission is legally able to enforce or consider. The District Attorney makes brash claims  
14 of criminal behavior, without providing enough detail or evidence to support a criminal  
15 indictment. It also seeks to to circumvent all rights that Dr. Malfitano would be entitled if the  
16 District Attorney followed the appropriate process to bring criminal charges. This Commission  
17 should dismiss the Complaint because it fails to comport with Nevada law and asks this  
18 Commission to take illegal action in revoking Dr. Malfitano's license for the following reasons:

19            First, under Nevada and Federal law, the Commission is without authority to adjudicate  
20 or enforce claims hinging on alleged criminal activities until such time that these allegations  
21 mature into conclusive criminal convictions. Civil claims predicated on potential criminal actions  
22 are not a basis for revoking a license unless and until the criminal process has been followed. The  
23 District Attorney's attempt to litigate these claims absent a criminal conviction stretches beyond

1 the Commission's jurisdiction and infringes on Dr. Malfitano's constitutionally protected rights,  
2 including the paramount Fifth Amendment right against self-incrimination. The Commission  
3 should not violate Dr. Malfitano's rights by converting itself into a court and jury for criminal  
4 proceedings.

5 Second, while the Commission has the authority to oversee both licensed and unlicensed  
6 businesses in Storey County, its powers do not extend to enforcing or interpreting criminal  
7 statutes, neither can it probe into alleged criminal activities. The crux of the District Attorney's  
8 Complaint hinges on multiple state and federal provisions, each of which can only be enforced  
9 by agency designated by state and federal provisions. This Commission has no authority to  
10 enforce any of them. As such, the Complaint does not provide good cause to the Commission  
11 because the Commission cannot make the required findings to sustain the alleged Counts.

12 Third, it is a fundamental tenet of justice that an accused be provided clear and specific  
13 notice of the allegations against them. Such precision ensures fair proceedings and upholds the  
14 principle of due process. The Complaint lodged by the District Attorney's Office against Dr.  
15 Malfitano falls far short of this threshold. There is a higher standard for detailing allegations of a  
16 criminal nature. Yet, the Complaint is deficient on multiple fronts, both for allegations rooted in  
17 criminal conduct and those that are not. The Complaint is a blanket approach that resembles  
18 casting a wide net rather than offering focused allegations to would provide Dr. Malfitano due  
19 process. This Commission can dismiss the complete on the basis that it is facially deficient,  
20 alone.

21 Fourth, the Complaint ignores statutes of limitation that preclude this Commission from  
22 considering the alleged conduct. Several of the statutes invoked in the Complaint—specifically  
23 NRS 369.487, NRS 608.400, and NRS 608.120—have clear, legislated time limitations that are

1 either one or two years. The alleged violations, spanning from 2020 or 2021 through to the present,  
2 clearly exceed these time constraints. Thus, the Complaint's overreach challenges both the spirit  
3 and the letter of the law, and it is appropriate and just that these time-barred allegations be  
4 dismissed outright.

5 Fifth, it is not enough to merely allege wrongdoing; the gravity of the consequences  
6 demands a heightened standard of proof. Specifically, any alleged violations must meet the  
7 stringent "clear and convincing evidence" threshold before a license can be revoked based on  
8 purported criminal misconduct. Dr. Malfitano has not engaged in the conduct alleged in the  
9 Complaint, and to insist on the opposite without specifics in the Complaint should lead this Court  
10 to dismiss the Complaint.

11 In the interim, the Commission should reinstate the business licenses for Bonanza Saloon  
12 & Café and Delta Saloon immediately to avoid future litigation and a waste of County resources.

## 13 II. Legal Standard

14 "The protections of due process attach [ ] to deprivations of property or liberty interests."  
15 *Burgess v. Storey County Bd. of Cors*, 116 Nev. 121, 124, 992 P.2d 856, 858 (2000) (quoting  
16 *Tarkanian v. Nat'l Collegiate Athletic Ass'n*, 103 Nev. 331, 337, 741 P.2d 1345, 1349 (1987)).  
17 Nevada courts have recognized that property interests subject to due process protections include  
18 an already issued license. *Burgess*, 116 Nev. at 124, 992 P.2d at 858; *see also Nellis Motors v.*  
19 *State*, 197 P.3d 1061 (Nev. 2008) (Under Nevada laws, licenses to conduct business is a property  
20 right.).

21 Storey County has already granted Dr. Malfitano a business license for his operation of  
22 two saloons in Virginia City, Nevada. Therefore, Dr. Malfitano is entitled due process to  
23 challenge the Complaint filed this Commission. This includes sufficient notice of the allegations,

1 a due process right to the appropriate forum and enforcement mechanism, and a fair opportunity  
2 to be heard. Under Storey County Code 5.04.110, a license may only be revoked for good cause  
3 by the Board of Commissioners. However, there is not good cause because the District Attorney  
4 has not provided Dr. Malfitano due process under the Code, Nevada, and Federal law.

### 5 III. Argument

6 (1) None of the criminal allegations against Dr. Malfitano can serve as a basis for revoking  
7 his business license because there have been no convictions.

8 The Commission is not legally permitted to enforce allegations of criminal actions against  
9 Dr. Malfitano unless there has been a criminal conviction. Until then, the claims alleging criminal  
10 violations are not "good cause" because the legal and factual basis of the claims is not ripe for the  
11 Commission's consideration. *See, e.g., Xinos v. Kappos*, 270 F. Supp. 2d 1027, 1031 (N.D. Ill.  
12 2003) (civil claims based upon allegedly criminal acts are not ripe unless and until "(1) the  
13 Government commences a criminal investigation of Defendants; (2) a grand jury indicts  
14 Defendants for violations; [and] (3) Defendants are found guilty of those violations"). Beyond  
15 the procedural requirement to even allow this Commission to consider the conduct, as a general  
16 legal principle, "a criminal statute cannot be enforced in a civil proceeding." *See Fox v. Warren*,  
17 495 P.3d 82, \*2, 2021 WL 4205697 (2021) (unpublished disposition) (citing *United States v.*  
18 *Clafflin*, 97 U.S. 546, 554, 24 L.Ed. 1082 (1878); *see also United States v. Clafflin*, 97 U.S. 546,  
19 24 L.Ed. 1082 (1878); *United States v. Jourden*, 193 F. 986 (9th Cir. 1912). Equally important,  
20 it is firmly established that criminal statutes can only be enforced by the proper authorities—  
21 which requires an indictment, right to a jury trial, and a court to consider the matter—not other  
22 entities who merely desire to enforce them. *See, e.g., Keenan v. McGrath*, 328 F.2d 610 (1st Cir.  
23 1964); *Pugach v. Klein*, 193 F.Supp. 630 (S.D.N.Y.1961).

1       The Complaint ignores this established law. It is an attempt to enforce criminal violations  
2 against Dr. Malfitano in a civil proceeding, when there has been no criminal conviction, blatantly  
3 violating his rights. This Commission is not permitted to investigate or determine that Dr.  
4 Malfitano has engaged in criminal activity as a basis for revoking his business license. The  
5 standard for finding criminal conduct is "beyond a reasonable doubt." *See Guy v. State*, 108 Nev.  
6 770, 778, 839 P.2d 578, 583 (1992). Dr. Malfitano is also entitled his Fifth Amendment Right  
7 against self-incrimination, which cannot be forcefully waived by the Commission. *See Volmar*  
8 *Distributors v. New York Post Co.*, 152 F.R.D. 36, 39-40 (S.D.N.Y.1993). For criminal charges,  
9 Dr. Malfitano is entitled a trial by jury of his peers. Nevada Constitution, Art. 1, Sect. 3.

10       If the Commission intends to prosecute Dr. Malfitano in an administrative hearing, it will  
11 inevitably violate his due process because Dr. Malfitano will be forced to "effectively forfeit" the  
12 hearing because he has no opportunity to deny the allegations against himself. *See id.* at 39.  
13 Therefore, this Commission should dismiss the Complaint because the criminal allegations,  
14 without a conviction, violate Dr. Malfitano Fifth Amendment right and deprive him of due process  
15 under the law. The Commission is not empowered to act as a judge or jury. It should dismiss the  
16 Complaint before requiring a hearing.

17       (2) The Commission has no authority to investigate criminal activity and the Counts  
18       contained in the Complaint and the Commission has no authority to enforce the statutes  
19       identified in the Complaint.

20       The Commission has authority to investigate complaints regarding licensed and  
21 unlicensed businesses in Storey County. This authority relates to a determination of whether a  
22 business has a license and whether there is good cause to revoke it, so long as the basis for  
23 revocation falls within the Commission's jurisdiction. However, the Commission is not a Court

1 and does not have jurisdiction enforce criminal statutes. Likewise, it has no jurisdiction to  
2 investigate alleged criminal activities.

3 When a statute delegates enforcement authority to a specific entity—such as the  
4 Department of Taxation or Labor Commissioner—that entity has exclusive authority to enforce  
5 that statute. *Neville v. Eighth Judicial District Court*, 133 Nev. 777, 780-81, 406 P.3d 499, 502  
6 (2017). In *Neville*, the Nevada Supreme Court considered whether the Labor Commissioner had  
7 exclusive authority to enforce NRS Chapter 608. It determined that because NRS 608.180  
8 “expressly states that ‘[t]he Labor Commissioner . . . shall cause the provisions of [the Chapter]  
9 to be enforced’ . . . such enforcement appears to rest with the Labor Commissioner.” In so doing,  
10 the Nevada Supreme Court reads statutes that delegate enforcement to a specific agency as  
11 precluding enforcement by another agency.

12 The inability of the Commission to enforce the statutes the District Attorney seeks to  
13 enforce is not a novel position; the Nevada Supreme Court has long given agencies exclusive  
14 authority to enforce the statutory scheme that creates them. For example, in *Allstate Ins. Co. v.*  
15 *Thorpe*, 123 Nev. 565, 571, 170 P.3d 989, 994 (2007), the Nevada Supreme Court considered  
16 whether the Legislature intended for there to be an independent right of action to enforce a statute.  
17 The Supreme Court concluded that the agency designated by Statute as the enforcing body had  
18 exclusive jurisdiction to enforce the statutory scheme. The only exception to the above rule that  
19 enforcement rests with a Chapter’s designated enforcement agency is when the Legislature  
20 intended a different entity to enforce a statute. *Neville*, 133 Nev. at 782-83, 406 P.3d at 504.  
21 However, that exception does not apply here because the statutes relied upon by the District  
22 Attorney do not provide for any entity other than the designated agency’s in statute to enforce  
23 them.



1 The Complaint alleges Counts under the following statutes or Federal Regulations: NRS  
2 369.487; NRS 597.260; NRS 608.400; 8 CFR 274a.2; 26 CFR 3402; and NRS 608.120. Each of  
3 these statutes or Federal regulations have a specific agency tasked with enforcing them, which  
4 precludes the Commission from enforcing them. In short, the Commission does not have  
5 jurisdiction to enforce the Counts the District Attorney is asking the Commission to consider.  
6 And, because of that, the Complaint should be dismissed.

7 *a. The County Commission has no authority to enforce any of the statutes*  
8 *referenced in the Complaint.*

9 This Commission cannot enforce NRS 369.487 because the Department of Taxation has  
10 exclusive enforcement authority. *See* NRS 369.150(1) ("The Department is charged with the duty  
11 of administering the provisions of this chapter"); NRS 369.150(2)(c) (tasking the Department  
12 with "[a]dopt[ing] and enforc[ing] all rules, regulations and standards necessary or convenient to  
13 carry out the provisions of this chapter."). Therefore, the County Commission cannot enforce  
14 NRS 369.487 in an administrative hearing seeking to revoke Dr. Malfitano's business license.

15 This Commission cannot enforce NRS 597.260 because the Attorney General and District  
16 Attorney, in criminal proceedings, have exclusive enforcement authority. *See* NRS 597.262(1)  
17 ("[T]he Attorney General has primary jurisdiction to enforce the provisions of NRS 597.120 to  
18 597.260, inclusive."); *see also* NRS 597.262(2) ("The Attorney General has concurrent  
19 jurisdiction with the district attorneys of this State to enforce the provisions of NRS 597.225 and  
20 597.245."). Therefore, the County Commission cannot enforce NRS 597.260 in an  
21 administrative hearing seeking to revoke Dr. Malfitano's business license.

22 This Commission cannot enforce NRS 608.400 because the Labor Commissioner is the  
23 only entity endowed with the authority to determine if in fact an employee has been misclassified.  
*See* NRS 608.400(3) (Tasking the Labor Commissioner with enforcing NRS 608.400 after notice

False  
see 369.230

597.262  
others can  
bring civil  
actions  
for violation  
of 597.260

1 and an opportunity for a hearing); *see also* NRS 608.410 ("A person may file a complaint alleging  
2 the misclassification of the person as an independent contractor with the Labor Commissioner." ).  
3 Therefore, the County Commission cannot enforce NRS 608.400 in an administrative hearing  
4 seeking to revoke Dr. Malfitano's business license.

5 The Commission cannot enforce 8 CFR 274a.2 because only the Immigration and  
6 Naturalization Service and the Department of Labor have authority to enforce that portion of  
7 Federal Code. *See* 8 CFR 274a.9(a) ("Any person or entity having knowledge of a violation or  
8 potential violation of section 274A of the Act may submit a signed, written complaint in person  
9 or by mail to the Service."); *see also* 8 CFR 274a.10(b) ("Civil penalties may be imposed by the  
10 Service or an administrative law judge for violations under section 274A of the Act."). Therefore,  
11 the County Commission cannot enforce 8 CFR 274a.2 in an administrative hearing seeking to  
12 revoke Dr. Malfitano's business license.

13 The Commission cannot enforce 26 CFR 3402 because it does not exist,<sup>1</sup> and if it did, the  
14 Internal Revenue Service would have authority to enforce that portion of Federal code. *See* 26  
15 U.S. Code § 7608 (tasking expressly IRS Officers with enforcing Internal Revenue Service rules  
16 and regulations). Therefore, the County Commission cannot enforce 26 CFR 3402 in an  
17 administrative hearing seeking to revoke Dr. Malfitano's business license.

18 The Commission cannot enforce NRS 608.120 because the Labor Commissioner is the  
19 only entity with authority to enforce the statute. *See* NRS 608.180 ("The Labor Commissioner  
20 or the representative of the Labor Commissioner shall cause the provisions of NRS 608.005 to  
21 608.195, inclusive, and 608.215 to be enforced."). Therefore, the County Commission cannot

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22  
23  
<sup>1</sup> 26 CFR 3402 does not exist as a Federal Regulation. The Internal Revenue Service's federal code is contained in  
Title 26, Chapter 1, Subchapter C, Part 31 of the Internal Revenue Code.

1 enforce NRS 608.120 in an administrative hearing seeking to revoke Dr. Malfitano's business  
2 license.

3 Even a cursory review of the statutes and regulations relied upon by the District Attorney  
4 in its Complaint makes clear that this Commission has no authority to enforce any of the  
5 provisions of law the District Attorney seeks to enforce. This Commission cannot enforce  
6 criminal laws. It cannot convert civil proceedings into a criminal trial. And it has no authority  
7 to enforce any of the statutes or regulations the District Attorney is asking it to enforce. Therefore,  
8 this Commission should dismiss the entirety of the Complaint.

9 (3) The Complaint is facially deficient because it does not identify the factual basis of its  
10 claims with specificity.

11 A Complaint to this Commission must identify the factual basis for the Complaint with  
12 specificity. Given that the Counts alleged by the District Attorney's Office are criminal in nature,  
13 there is a heightened standard for pursuing the revocation of Dr. Malfitano's business license that  
14 is akin to a criminal indictment. Criminal allegations require that the specific criminal conduct  
15 be alleged and that there be details beyond conclusory allegations. *See Bielling v. Sheriff*, 89 Nev.  
16 112, 508 P.2d 546 (1973); *see also Earlywine v. Sheriff*, 94 Nev. 100, 575 P.2d 599 (1978). For  
17 administrative complaints that are not based in criminal conduct, the Complaint must allege  
18 sufficient facts to provide reasonable notice of the conduct that warrants disciplinary action. *See,*  
19 *e.g., Cottrill v. Department of Ins.*, 685 So.2d 1371, 1372 (Fla. 1st DCA 1996) ("Even though the  
20 administrative complaint contained references to these statutory provisions, it did not allege any  
21 act or omission in violation of either provision. As to these putative violations, the administrative  
22 complaint did not afford 'reasonable notice to the licensee of facts or conduct which warrant'  
23 disciplinary action...."). Neither of these rigorous standards are met by the District Attorney's  
Complaint.

1 The Complaint is legally insufficient because it does not allege with specificity the  
2 allegations it seeks to prosecute. The Complaint states generally that conduct occurred, however,  
3 it does not allege specific dates on which any of the conduct occurred. It does not allege how the  
4 conduct occurred, and it does not allege how the District Attorney's office is aware the conduct  
5 occurred. As a matter of law, Complaints that allege criminal conduct require much more. And,  
6 as a matter of law, all Counts should be dismissed.

7 As to the allegations that are not based in criminal conduct, the Complaint does not allege  
8 with specificity who the injured party is that would allow Dr. Malfitano sufficient notice to defend  
9 himself. The District Attorney's shotgun approach by alleging everything it can does not give Dr.  
10 Malfitano an opportunity to prepare for a future hearing. If Dr. Malfitano is not provided more  
11 information, he will be unable to defend himself at a hearing, unable to provide evidence to  
12 counter the allegations, and unable to perform his own independent investigation into the alleged  
13 conduct. Therefore, the Commission should dismiss the Complaint because it lacks the required  
14 specificity to provide due process to Dr. Malfitano.

15 (4) The Grounds alleged in the Complaint are not timely because the statute of limitations  
16 precludes their enforcement.

17 The Complaint cites a number of statutes that have a prescribed statute of limitations  
18 of one-year or two-years. Yet, the Complaint seeks to enforce these statutes for a time-period  
19 that is barred by statute. A statute of limitations is not a mere technicality. Time bars exist to  
20 ensure a level of reliability required to prove any allegations. *See People v. Zamora*, 18 Cal.Sd  
21 538, 546 (CA, 1976).

22 Specifically, the Complaint's attempt to enforce NRS 369.487, NRS 608.400, and NRS  
23 608.120 should be dismissed before any hearing because the time period identified in the  
Complaint runs from 2020 or 2021 through the present, even though these statutes have either a

1 one-year or two-year statute of limitation. *See* NRS 369.240(1) (only allowing complaints against  
2 licensees "within 1 year prior to the date of filing the complaint"); *see also* NRS  
3 608.135(2)(limiting enforcement of NRS Chapter 608 to "2 years" after the alleged conduct).

4 (5) In the event this Commission does not dismiss the Complaint, it must apply a clear  
5 and convincing standard to all allegations.

6 If a business license holder challenges an attempt to revoke their license, the violation  
7 must be proven by clear and convincing evidence—the standard of proof required to suspend or  
8 revoke a business license based on alleged criminal violations. *See Pic N' Save, Inc. v. Dep't of*  
9 *Bus. Regulation, Div. of Alcoholic Bevs. & Tobacco*, 601 So. 2d 245, 249-50 (Fla. 1st DCA 1992);  
10 *see also Ferris v. Turlington*, 510 So.2d 292 (Fla. 1987) (holding that after a teacher's plea of nolo  
11 contendere to sexual battery, the administrative revocation of his license must be based on clear  
12 and convincing evidence). If the Commission requires a hearing, the District Attorney will not  
13 be able to prove under the heightened standard the Counts alleged.

14 a. *There is no good cause to revoke the license*

15 There is no good cause to revoke the license. The allegations contained in the Complaint  
16 cannot be proven by beyond a reasonable doubt nor can they be proven by clear and convincing  
17 evidence. There will be no admissible evidence to support the violations of federal and state law,  
18 nor will there be sufficient evidence to support the fraud claims alleged in the Complaint.

19 As to the specific allegations, they do not constitute good cause to revoke Dr. Malfitano's  
20 license. Count one, two, and three require the Department of Taxation to conduct an independent  
21 inquiry and make a determination that Dr. Malfitano has violate the law. This has not occurred.  
22 And there is no known evidence that supports the conclusion's alleged in Count one, two, or three.

23 Count four is not a valid basis to revoke the license because (1) the deed of trust on the  
property does not prevent the business from operating. Even assuming, arguendo, that there was

1 a default as to the deed of trust, that is an independent matter that would be resolved civilly  
2 between Dr. Malfitano and the third party; (2) there is no evidence that licensed suppliers are no  
3 longer willing to supply Dr. Malfitano with liquor; (3) there are no outstanding checks that have  
4 failed to clear and any prior alleged conduct has been resolved civilly. Further, this is a matter  
5 for the Commissioner of Labor to address, not this Commission; (4) there are no outstanding  
6 owed tax liens that are being ignored or unpaid. The mere existence of tax liability, even if true,  
7 would not be considered good cause because the Bonanza Saloon can still operate legally.

8 Count five, six, and seven are all federal or state laws that the Commission cannot enforce.  
9 The Department of Taxation would be the only entity in Nevada who could determine that  
10 employees were misclassified. To date, there has been no investigation or evidence disclosed to  
11 Dr. Malfitano that supports this position.

12 Count eight does not constitute not good cause because there are no outstanding wages  
13 owed. If there were, there would be a Labor Commissioner investigation, which has not occurred  
14 and as far as Dr. Malfitano is aware, there is no investigation pending.

15 Due to the inadequacy of the Complaint, and requirement that Dr. Malfitano be given  
16 an opportunity for a hearing to preserve his due process, he preserves all rights under Nevada law  
17 to respond to the allegations at a future hearing.

#### 18 **IV. Conclusion**

19 The bedrock of our government is the preservation of fairness, integrity, and unwavering  
20 respect for the rule of law. Dr. Malfitano, like any other individual, is entitled to a just, transparent,  
21 and comprehensive process before being subjected to profound punitive actions, particularly  
22 those that threaten his livelihood and reputation. The Storey County District Attorney's  
23 Complaint, far from representing a just pursuit of truth, paints a picture of a zealous, imbalanced

1 offensive, targeting a legitimate business owner without appropriate legal grounding. The  
2 evidence — or conspicuous lack thereof — underscores a vendetta rather than a meticulous search  
3 for justice.

4 The Complaint seeks to subvert established Nevada and Federal law, misrepresents the  
5 jurisdiction of this Commission, neglects foundational principles of due process, and blithely  
6 overlooks vital statutes of limitations, all while sidestepping the rigorous standards of proof  
7 demanded by our legal system. Such an approach not only jeopardizes Dr. Malfitano's rights but  
8 risks undermining the trust and credibility our constituents place in this Commission.

9 Given the overwhelming legal and procedural shortcomings inherent in the Complaint,  
10 and in deference to the principles of justice and equity, this Commission should feel compelled  
11 to dismiss the Complaint. As a necessary step towards restoring justice and equity, it is incumbent  
12 upon the Commission to reinstate the business licenses for Bonanza Saloon & Café and Delta  
13 Saloon without delay, affirming its commitment to uphold the rule of law, protect individual rights,  
14 and ensure the fair administration of justice.

15 DATED this 17<sup>th</sup> day of September, 2023.

16 HUTCHISON & STEFFEN, PLLC

17 */s/ Alex Velto*

18 \_\_\_\_\_  
19 Devon T. Reese (7496)  
20 Alex R. Velto (14961)  
21 5371 Kietzke Lane  
22 Reno, NV 89511

23 *Attorneys for Virginia City Gaming LLC  
and Vincent Malfitano*

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Dated this 18<sup>th</sup> day of September 2023

Vincent Malfitano



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Clerk's Office  
26 S. B St.  
Virginia City, NV 89440

An Employee of Hutchison & Steffen, PLLC



## Board of Storey County Commissioners Agenda Action Report

**Meeting date: 10/3/2023 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. A & P Painting – Contractor / 10120 W. Flamingo Rd. Ste 4-264 ~ Las Vegas, NV
- B. Big Iron Inc. – Contractor / 425 Western Rd. Ste # 108 ~ Reno, NV
- C. Floor Tech Inc. – Contractor / 8850 Terabyte Ct. # D ~ Reno, NV
- D. FW Carson Co. – Contractor / 1064 Tahoe Blvd ~ Incline Village, NV
- E. Ironclad Builders LLC – Contractor / 425 Western Rd. Ste. # 108 ~ Reno, NV
- F. Nicholson Roofing LLC – Contractor / 2100 Poole Way ~ Carson City, NV
- G. River City Plumbing – Contractor / 1070 Marietta Way ~ Sparks, NV
- H. TEDco Construction LLC – Contractor / 5514 Hurricane Ct. ~ Sun Valley, NV
- I. Walker Cellular Inc. – Contractor / 150 Flocchini Cir. ~ Lincoln, CA

- **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:**

<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

**September 25, 2023**  
Via Email

Fr: Ashley Mead

Please add the following item(s) to the **October 03, 2023**

COMMISSIONERS Consent Agenda:

## **SECOND READINGS:**

- A. A & P Painting** – Contractor / 10120 W. Flamingo Rd. Ste 4-264 ~ Las Vegas, NV
- B. Big Iron Inc.** – Contractor / 425 Western Rd. Ste # 108 ~ Reno, NV
- C. Floor Tech Inc.** – Contractor / 8850 Terabyte Ct. # D ~ Reno, NV
- D. FW Carson Co.** – Contractor / 1064 Tahoe Blvd ~ Incline Village, NV
- E. Ironclad Builders LLC** – Contractor / 425 Western Rd. Ste. # 108 ~ Reno, NV
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- I. Walker Cellular Inc.** – Contractor / 150 Flocchini Cir. ~ Lincoln, CA

Ec: Community Development  
Commissioner's Office

Planning Department  
Comptroller's Office

Sheriff's Office