CARSON CITY CONSOLIDATED MUNICIPALITY
NOTICE OF MEETING OF THE
BOARD OF SUPERVISORS AND REDEVELOPMENT AUTHORITY

Day: Thursday
Date: January 5, 2023
Time: Beginning at 8:30 am
Location: Community Center, Robert ?Bob? Crowell Board Room
851 East William Street
Carson City, Nevada

AGENDA

NOTICE TO THE PUBLIC:
Members of the public who wish to view the meeting may watch the livestream of the Board of Supervisors meeting at www.carson.org/granicus and by clicking on "In progress" next to the meeting date, or by tuning in to cable channel 191. Livestream of the meeting is provided solely as a courtesy and convenience to the public. Carson City does not give any assurance or guarantee that the livestream or cable channel access will be reliable. Although all reasonable efforts will be made to provide livestream, unanticipated technical difficulties beyond the control of City staff may delay, interrupt, or render unavailable continuous livestream capability.

The public may provide public comment in advance of a meeting by written submission to the following email address: publiccomment@carson.org. For inclusion or reference in the minutes of the meeting, your public comment must include your full name and be submitted via email by not later than 3:00 p.m. the day before the meeting. Public comment during a meeting is limited to three minutes for each speaker.

1. **Call to Order - Board of Supervisors**

2. **Roll Call**

3. **Invocation - Pastor Pat Propster, Calvary Chapel**

4. **Pledge of Allegiance**

5. **Public Comment:****
The public is invited at this time to comment on and discuss any topic that is relevant to, or within the authority of this public body.

6. For Possible Action: Approval of Minutes -

6.A December 1, 2022

12-01-2022 Minutes (BOS).pdf

7. Special Presentations

7.A Presentation of a Proclamation recognizing Greg Davis for his long time contributions to youth sports here in Carson City, Nevada. (Eric Ingbar, Carson City Youth Sports Association)

Greg Davis Proclamation.docx

7.B Presentation of a Proclamation recognizing January 2023 as National Radon Month. (Lisa Taylor, taylorl@unce.unr.edu)

National Radon Month 2023.pdf

Consent Agenda

All matters listed under the consent agenda are considered routine and may be acted upon by the Board of Supervisors with one action and without an extensive hearing. Any member of the Board may request that an item be taken from the consent agenda, discussed and acted upon separately during this meeting. The Mayor, or the Mayor Pro-Tem, retains discretion in deciding whether or not an item will be pulled off the consent agenda.

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8. Airport Authority

8.A For Possible Action: Discussion and possible action regarding proposed amendments ("Amendments") to a lease agreement for the use of a communications tower and 1,200 square feet of adjacent space within the Carson City Airport ("Lease") entered into between Sacramento-Valley Limited Partnership, DBA Verizon Wireless ("Verizon"), as tenant, and Carson City and the Carson City Airport Authority ("CCAA"), together as landlord, with the Amendments updating the frequencies used by Verizon and allowing Verizon to install new equipment and modify its existing equipment on the leased area. (Corey Jenkins, cjenkins@flycarosncity.com and Steve Tackes, stackes@kcnvlaw.com)

Staff Summary: The Lease was originally executed by Cellco Partnership, DBA Verizon Wireless ("Cellco") in 2009, then amended in 2019 through Cellco's subsidiary, Verizon, to allow equipment modifications in the leased area and update the frequencies. The Lease will automatically renew every five years and will terminate on August 31, 2039. The second amendment will allow Verizon to implement equipment changes in the leased area.

183689_Carson_City_Airport_CBand_PE_2nd_Amendment_11112022 (002).pdf

2019 11 14 Carson City Airport FE 1st Amd.pdf

2009 08 06 Carson City Airport-Verizon lease- fully signed copy.pdf

9. Assessor

9.A For Possible Action: Discussion and possible action regarding a request to remove the taxes and penalties from the Unsecured Tax Rolls for Fiscal Years ("FY") 2019/20, 2020/21 and 2021/22 per NRS 361.5607 in the amount of $13,710.53. (Kimberly Adams, kadams@carson.org)

Staff Summary: The Carson City Assessor's Office is requesting the Board of Supervisors remove those taxes and penalties that have been deemed uncollectable from the Personal Property Tax Roll. The Assessor's Office has attempted to collect the taxes and penalties using the approved methods under NRS 361.450 and NRS 361.535 and those efforts have been unsuccessful.

Uncollectibles_FY_18_AND_19_or_under_25_DEC.pdf

9.B For Possible Action: Discussion and possible action regarding the nomination and appointment of three members to the Carson City Board of Equalization ("CCBOE"), one member will fill the remainder of a term ending in January 2025 and two will fill four-year terms ending in January 2027. (Kimberly Adams, kadams@carson.org)

Staff Summary: NRS 361.340 establishes the CCBOE, which consists of five members. The Mayor nominates persons to serve on the CCBOE and the nominees must be appointed by a majority vote of the Board of Supervisors ("Board"). The appointee previously nominated upon recommendation by Supervisor Schuette resigned and will not complete his term. Supervisor Schuette is now recommending that the Mayor nominate Mary Sanada to fulfill the remainder of the four-year term, ending January 2025. There are also two vacancies due to expired terms. Supervisor Giomi is recommending that Colette Burau be reappointed to a four-year term ending in January 2027. Supervisor Horton is recommending that Al Kramer be appointed to a four-year term ending in January 2027.

10. City Manager

10.A For Possible Action: Discussion and possible action regarding a proposed memorandum of understanding ("MOU") between Carson City and the Carson City Sheriffs Supervisory Association on behalf of the Carson City Sheriffs Lieutenants/Captains ("CCSSA Lt./Cpt.") to amend the Collective Bargaining Agreement between the City and the CCSSA Lt./Cpt. that is effective July 1, 2019 through June 30, 2024 ("CBA") to remove reference to education qualifications for promotion to Captain. (Nancy Paulson, npaulson@carson.org)

Staff Summary: In reviewing Article 2(d) of the CBA, the Sheriff has determined that the requirements stated therein for promotion to a Carson City Sheriff's Office ("CCSO") Captain are no longer necessary or desired. The requirements for promotion to Captain are adequately stated in the job

description for Captain. CCSSA Lt./Cpt. has agreed to the deletion of Article 2(d) of the CBA and to modify the language in Article 2(e) of the CBA to remove reference to the promotional requirements in Article 2(d).

MEMORANDUM OF UNDERSTANDING v3.docx

Lieutenant-Captain 9.2022.doc

CCSO Lt Cpt CBA.pdf

11. Finance

11.A For Possible Action: Discussion and possible action regarding the report on the condition of each fund in the treasury and the statements of receipts and expenditures through December 23, 2022, per NRS 251.030 and 354.290. (Sheri Russell-Benabou, srussell@carson.org)

Staff Summary: NRS 251.030 requires the Chief Financial Officer (for the purpose of the statute acting as the County Auditor) to report to the Board of Supervisors, at each regular meeting thereof, the condition of each fund in the treasury. NRS 354.290 requires the County Auditor to report to the Board of Supervisors a statement of revenues and expenditures based on the accounts and funds as were used in the budget. A more detailed accounting is available on the City's website – www.carson.org.

BOS Cash Report 12-23-2022.pdf

12. Purchasing and Contracts

12.A For Possible Action: Discussion and possible action regarding Contract No. 23300263 with Farr West Engineering ("FWE") to provide engineering services for the Fuji Fairgrounds Arena Expansion Project ("Project"), for a not to exceed amount of $88,590. (Carol Akers, cakers@carson.org and Jennifer Budge, jbudge@carson.org)

Staff Summary: If approved, this contract will be for a complete design to relocate utilities, construct a new announcer's booth, eliminate permanent pens and bucking chutes and expand the overall footprint of the arena by 35%.

23300263 Draft Contract.pdf

Exhibit A.pdf

12.B For Possible Action: Discussion and possible action regarding a proposed $69,377 increase in purchase authority, beyond the previously approved $70,000, resulting in a new annual not to exceed amount of $139,377, for the purchase of medications for persons detained in the Carson City Jail utilizing joinder Contract No. MMS2200730 between Minnesota Multistate Contract Alliance for Pharmacy ("MMCAP") and Diamond Drugs, Inc. dba Diamond Pharmacy ("Diamond Pharmacy"), and extending the purchase authority through June 30, 2023. (Carol Akers, cakers@carson.org and Nicki Aaker, naaker@carson.org)

Staff Summary: Pursuant to NRS 211.140, Carson City is responsible for providing prescription medication to persons who are detained in the Carson City Jail. The Carson City Department of Health and Human Services and Sheriff Ken Furlong are requesting the use of MMCAP Contract No. MMS2200730 to purchase prescription medications from Diamond Pharmacy.

Diamond Drugs Inc MMS2200730.pdf

12.C For Possible Action: Discussion and possible action regarding proposed Contract No. 23300219 with American Exchange to provide billing services for the Carson City Department of Health and Human Services ("CCHHS"), at a rate of 7 percent of net collections per month plus the cost of US postage for mailing patients statements and/or paper claims, effective January 5, 2023, through December 31, 2023, with the option to renew for four additional one-year terms. (Carol Akers, cakers@carson.org and Nicki Aaker naaker@carson.org)

Staff Summary: CCHHS desires to minimize its direct involvement with public health billing while maintaining the highest level of customer service and maximizing collections and timely and accurate reporting. The contract is to be funded by the Clinical Services, State Vaccine, Private Vaccine and Community Vaccine Outreach accounts.

23300219 Draft Contract.pdf

12.D For Possible Action: Discussion and possible action regarding a proposed $50,000 increase in purchase authority, beyond the existing $100,000 in purchase authority, resulting in a new not to exceed amount of $150,000, with Badger Meter Inc. ("Badger") for Fiscal Year ("FY") 2023 for Badger water meters and parts. (Carol Akers, Cakers@carson.org and Eddy Quaglieri, Equaglieri@carson.org)

Staff Summary: Carson City provides and maintains water meters for residents, the cost of which is offset by utility connection fees. The Water Utility Division ("Division") of the Carson City Department of Public Works monitors most of its water meters with the Orion Automatic Meter Reading System ("Orion System"), which is designed to be compatible with only Badger meters and parts. The Division expects to expend an additional $50,000 on Badger meters and parts in FY 2023 and therefore seeks approval for an additional $50,000 in purchase authority.

Badger Meter Sole Source Letter.pdf

EXTENSION YEAR 3-ALL METERS (070122 TO 063023).pdf

12.E For Possible Action: Discussion and possible action regarding a determination that Showcase Contracting LLC ("Showcase"), is the lowest responsive and responsible bidder pursuant to Nevada Revised Statutes ("NRS") Chapter 338 and whether to award Contract No. 23300240 for the work associated with replacing the uninterruptible power supply ("UPS") equipment at the Public Safety Communication Center ("Project") to Showcase for a total amount not to exceed $285,040.01. (Carol Akers, cakers@carson.org and Randall Rice, rrice@carson.org)

Staff Summary: This Project includes remodeling the northwest corner of the Public Safety Communication Center to create additional space for UPS equipment; replacement of existing UPS

equipment; new equipment installation in the newly created equipment room; and electrical and mechanical upgrades necessary to support the new equipment room. This Project will provide redundant backup power to support equipment used by dispatch staff inside the Public Safety Communication Center. The not to exceed amount of $285,040.01 comprises the base bid amount of $259,127.29, plus a 10% contingency of $25,912.72. The engineer's estimate was $300,000. This Project was approved as part of the Fiscal Year ("FY") 2022 Capital Improvement Program ("CIP").

23300240 Bid Tabulation_ROA.pdf

23300240 Draft Contract.pdf

12.F For Possible Action: Discussion and possible action regarding a determination that TNT Industrial Contractors, Inc. ("TNT") is the lowest responsive and responsible bidder pursuant to Nevada Revised Statutes ("NRS") Chapter 338 and whether to award Contract No. 23300248 ("Contract") to replace air release valves and manhole tops along the Brunswick effluent transmission main ("Project") for a total amount not to exceed $340,136.50. (Carol Akers, cakers@carson.org and Randall Rice, rrice@carson.org)

Staff Summary: This Project will replace six air release valves and corresponding manhole tops along the Brunswick effluent transmission main ("Main"), which have exceeded their service life. The Main is the only pipeline that can convey effluent between the Storage Reservoir and the Wastewater Reclamation Facility and is a critical component to convey the City's wastewater effluent safely and efficiently. The not to exceed amount of $340,136.50 comprises the base bid amount of $309,215 plus a 10 percent contingency of $30,921.50. The engineer's estimate for the Project was $448,425.

23300248 Bid Tabulation_ROA.pdf

23300248 Draft Contract.pdf

12.G For Possible Action: Discussion and possible action regarding the appointment of Dr. Colleen Lyons as the Carson City County Health Officer, effective January 1, 2023 for a two-year term ending on December 31, 2024, and regarding Amendment No. 2 to Contract No. 20300270, to extend the term of the contract with Dr. Lyons to December 31, 2024 and to increase the contract amount by an additional $60,000, paid $2,500 per month, for a new total not to exceed amount of $115,000, to be funded from the Health Administration Professional Services account in the General Fund. (Nicki Aaker, naaker@carson.org)

Staff Summary: Dr. Colleen Lyons has served as Carson City's Health Officer since March 1, 2021, and her contract expired on December 31, 2022.

20300270_Amendment_2.pdf

20300270 Executed Amendment 1.pdf

20300270 Executed Contract.pdf

(End of Consent Agenda)

Ordinances, Resolutions, and Other Items

13. Item(s) pulled from the Consent Agenda will be heard at this time.

14. Sheriff

14.A For Discussion Only: Presentation of a biannual report on Carson City jail conditions and information concerning deaths of prisoners within the jail. (Earl A. Mays III, emays@carson.org)

Staff Summary: During the 2019 Legislative Session, the Nevada Legislature enacted Assembly Bill ("AB") 301, which requires the Sheriff to submit to the Board of Supervisors ("Board") a biannual report containing aggregated data similar to the information required to be submitted pursuant to the federal Death in Custody Reporting Act of 2013, Public Law 113-242, concerning the deaths of prisoners in the jail during the immediately preceding six months and the circumstances surrounding any such deaths. AB 301 also requires the Board, at least twice each year, to include as an item on the agenda of a public meeting a consideration of the conditions of the jail, the number of deaths of prisoners in the jail and the known circumstances surrounding any such deaths during the immediately preceding six months.

2022 Dec. Detention.pdf

15. City Manager

15.A For Possible Action: Discussion and possible action regarding nominations and appointments of members of the Board of Supervisors ("Board") and other designees or representatives to various positions on boards, committees and commissions as required or authorized by law, including to: (1) the position of Mayor Pro Tempore on the Board of Supervisors; (2) the Carson City Regional Transportation Commission; (3) the Carson City Audit Committee; (4) the Nevada Association of Counties; (5) the Nevada Association of Counties Alternate; (6) the Nevada League of Cities Board of Directors; (7) the Carson City Culture & Tourism Authority; (8) the Carson Water Subconservancy District; (9) Nevada Works; (10) the Carson City Airport Authority; (11) the Carson City Debt Management Commission; (12) the Carson City Cultural Commission; (13) the Tahoe Regional Planning Agency ("TRPA"); (14) the TRPA Advisory Planning Commission ("APC"); and (15) the Nevada Tahoe Conservation District ("NTCD"). (Nancy Paulson, npaulson@carson.org)

Staff Summary: The Board appoints Board members and others to serve in various positions on boards, committees and commissions. Each January, appointments are made for the upcoming calendar year. The terms of Shelly Aldean, Kevin Hill and Doug Martin have expired on the TRPA, APC and NTCD, respectively. All are seeking reappointment to their positions. Unexpired appointments for the Carson City Airport Authority and Carson City Cultural Commission also need to be filled due to the end of Supervisor Jones' term.

2022 Board Appts.pdf

TRPA_APC_-_K_Hill.pdf

2022.11_Doug_Martin_Appointment_Letter.pdf

15.B For Possible Action: Discussion and possible action regarding the appointment of up to four members to the 9-1-1 Surcharge Advisory Committee ("Committee"), each for a two-year term expiring in December 2024. (Nancy Paulson, npaulson@carson.org)

Staff Summary: The Committee is a body which must have at least five members, but no more than seven. There are currently two vacancies that must be filled and an additional two vacancies that may be filled at the discretion of the Board of Supervisors. Four applications have been submitted. Denise Stewart has requested a reappointment. New applications were submitted by James Powell, Jed McComber and Steven Figone.

911 Committee Packet 1.pdf

15.C For Possible Action: Discussion and possible action regarding the appointment of up to four members to the Carson City Cultural Commission, which may include one member for a partial term that will expire in January 2024, one member for a partial term that will expire in January 2025 and two members for terms that will expire in January 2026. (Nancy Paulson, npaulson@carson.org)

Staff Summary: Chapter 2.41 of the Carson City Municipal Code ("CCMC") provides for the creation and organization of a seven-member Cultural Commission. CCMC 2.41.040 requires that the terms of the seven members be staggered. There are two vacancies due to expirations of terms and one vacancy due to resignation. In addition, the Board of Supervisors ("Board") appointed former Supervisor Stan Jones for a term that will expire in January 2024 and Supervisor Jones will not be continuing with this appointment since his term as Supervisor has expired. New applications have been submitted by Samuel Flakus, Baylee Spear, Kylie Howard, Valerie Moore, Deborah Lambin and Michael Smith. The Board may appoint four members to the Cultural Commission, or three members if the Board appoints a member of the Board to the Cultural Commission.

Cultural Commision Packet.pdf

16. Community Development - Planning

16.A For Possible Action: Discussion and possible action regarding an application from Roseview Townhomes, LLC ("Applicant") for a final subdivision map known as Roseview Townhomes, resulting in the creation of 52 lots for attached single family residences on 3.45-acres zoned Neighborhood Business Planned Unit Development ("NB-P"), located at 1147 W. College Parkway, Assessor's Parcel Numbers ("APNs") 007-462-16 and 007-462-17. (Heather Ferris, hferris@carson.org)

Staff Summary: On August 19, 2021, the Board of Supervisors ("Board") approved tentative subdivision map SUB-2021-0215. Subsequently, the Board approved an amendment to the

conditions of approval on October 20, 2022. The Applicant has obtained a site improvement permit and has secured for improvements. Per Carson City Municipal Code ("CCMC") 17.06.005, the Board has the authority to approve a final subdivision map and may direct that it be recorded and entered as a legal document in the records of Carson City.

SUB-2022-0443 (1.5.23 BOS Memo).docx

Conditions_Response_Roseview_Final Map.pdf

RoseviewTownhomes_FINAL_MAP-SHEET 1.pdf

RoseviewTownhomes_FINAL_MAP-SHEET 2.pdf

17. Parks and Recreation

17.A For Possible Action: Discussion and possible action regarding: (1) a proposed resolution exempting certain parks, trails and open space areas from Carson City Municipal Code ("CCMC") 13.02.090 to allow dogs; and (2) a proposed Dog Rules and Regulations Policy ("Dog Policy") to establish policies and guidelines for dogs within the areas exempted by the resolution. (Jennifer Budge, jbudge@carson.org and Lyndsey Boyer, lboyer@carson.org)

Staff Summary: CCMC 13.02.090 prohibits dogs in all Carson City parks except those exempted by the Board of Supervisors ("Board"). This item, if approved, would exempt certain parks, trails and open space areas from this restriction in order to allow owners to bring their dogs. The proposed Dog Policy establishes rules and regulations, including but not limited to, areas where dogs may be off leash, areas where dogs must remain leashed and provisions related to enforcement of the policy.

Dog Policy Resolution_FINAL_PL edits 12.29.2022.pdf

Dog Rules and Regulations Draft Policy_FINAL_PL edits 12.29.2022.pdf

18. Board of Supervisors

Non-Action Items:
City Manager Update
Status review of projects
Internal communications and administrative matters
Correspondence to the Board of Supervisors
Status reports and comments from the members of the Board
Staff comments and status report

Closed Non-Meeting to Confer with Management Representatives and Counsel:

Following a recess or adjournment, the Carson City Board of Supervisors may gather to meet with its management representatives or to receive information from an attorney employed or retained by the City regarding potential and/or existing litigation involving matters over which the public body has supervision, control, jurisdiction or advisory power and to deliberate toward decisions on the matters.

19. Public Comment:**
The public is invited at this time to comment on and discuss any topic that is relevant to, or within the authority of this public body. No action may be taken on a matter raised under this item of the agenda.

20. For Possible Action: To Adjourn as the Board of Supervisors

Redevelopment Authority

21. Call to Order & Roll Call - Redevelopment Authority

22. Public Comment:**
The public is invited at this time to comment on and discuss any topic that is relevant to, or within the authority of this public body.

23. For Possible Action: Approval of Minutes -

23.A October 6, 2022
10-06-2022 Minutes (RA).pdf

24. City Manager

24.A For Possible Action: Discussion and possible action regarding the election of a chair and vice-chair of the Redevelopment Authority, each for one-year terms ending on December 31, 2023. (Nancy Paulson, npaulson@carson.org)

Staff Summary: NRS 279.448 requires the Redevelopment Authority, as Carson City's redevelopment agency, to elect a chair from among its members. Unless otherwise prescribed by the Board of Supervisors, the term of office as chair is for the calendar year, or for that portion remaining after he or she is designated or elected.
NRS 279.448 RDA Chair.pdf

25. Public Comment:**
The public is invited at this time to comment on any matter that is not specifically included on the agenda as an action item. No action may be taken on a matter raised under this item of the agenda.

26. For Possible Action: To Adjourn as the Redevelopment Authority

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**PUBLIC COMMENT LIMITATIONS - The Mayor and Supervisors meet at various times as different public bodies: the Carson City Board of Supervisors, the Carson City Liquor and Entertainment Board, the Carson City Redevelopment Authority, and the Carson City Board of Health. Each, as called to order, will

provide at least two public comment periods in compliance with the minimum requirements of the Open Meeting Law prior to adjournment. No action may be taken on a matter raised under public comment unless the item has been specifically included on the agenda as an item upon which action may be taken. Public comment will be limited to three minutes per speaker to facilitate the efficient conduct of a meeting and to provide reasonable opportunity for comment from all members of the public who wish to speak. Testimony from a person who is directly involved with an item, such as City staff, an applicant or a party to an administrative hearing or appeal, is not considered public comment and is not subject to the three-minute time limitation.

Agenda Management Notice - Items on the agenda may be taken out of order; the public body may combine two or more agenda items for consideration; and the public body may remove an item from the agenda or delay discussion relating to an item on the agenda at any time.

Titles of agenda items are intended to identify specific matters. If you desire detailed information concerning any subject matter itemized within this agenda, you are encouraged to call the responsible agency or the City Manager's Office. You are encouraged to attend this meeting and participate by commenting on any agendized item.

Notice to persons with disabilities: Members of the public who are disabled and require special assistance or accommodations at the meeting are requested to notify the City Manager's Office in writing at 201 North Carson Street, Carson City, NV, 89701, or by calling (775) 887-2100 at least 24 hours in advance.

To request a copy of the supporting materials for this meeting contact Rachael Evanson revanson@carson.org or call (775) 887-2100.

This agenda and backup information are available on the City's website at www.carson.org/agendas and at the City Manager's Office - City Hall, 201 N. Carson Street, Ste 2, Carson City, Nevada (775) 887-2100.

This notice has been posted at the following locations:
City Hall 201 North Carson Street
www.carson.org/agendas
http://notice.nv.gov

DRAFT

A regular meeting of the Carson City Board of Supervisors was scheduled for 8:30 a.m. on Thursday, December 1, 2022, in the Community Center Robert "Bob" Crowell Boardroom, 851 East William Street, Carson City, Nevada.

PRESENT:
Mayor Lori Bagwell
Supervisor Stacey Giomi, Ward 1
Supervisor Maurice White, Ward 2
Supervisor Stan Jones, Ward 3
Supervisor Lisa Schuette, Ward 4

STAFF:
Nancy Paulson, City Manager
Stephanie Hicks, Deputy City Manager
Adam Tully, Deputy District Attorney
Tamar Warren, Senior Deputy Clerk

NOTE: A recording of these proceedings, the Board's agenda materials, and any written comments or documentation provided to the Clerk, during the meeting, are part of the public record. These materials are available for review, in the Clerk's Office, during regular business hours. All meeting minutes are available for review at: https://www.carson.org/minutes.

1 - 4. CALL TO ORDER, ROLL CALL, INVOCATION, AND PLEDGE OF ALLEGIANCE

(8:29:58) – Mayor Bagwell called the meeting to order at 8:30 a.m. Ms. Warren called roll and noted the presence of a quorum. Airport Road Church of Christ Minister Bruce Henderson provided the invocation. Mayor Bagwell led the Pledge of Allegiance.

5. PUBLIC COMMENT

(8:31:55) – Mayor Bagwell requested a moment of silence to celebrate the life of former Carson City Supervisor and former Acting Mayor Brad Bonkowski. She also entertained public comments. Carson City Health and Human Services (CCHHS) Director Nicki Aaker announced that December 1st had been designated as World [Acquired Immune Deficiency Syndrome] AIDS Day since 1978, to show support for people living with and commemorate those who perished from the Human Immunodeficiency Virus (HIV). Ms. Aaker noted that there were 1.2 million individuals living with HIV today in the U.S., adding that in 2021, 12,800 individuals were reported living with HIV in Nevada and advised that CCHHS provided testing at their 900 East Long Street facility. Ms. Aaker thanked Mayor Bagwell for proclaiming December 1, 2022 as World AIDS Day and invited everyone to view the second annual art exhibit (portraying individual stories) in the CCHHS lobby. She also recommended visiting the CCHHS walk-in immunization clinic on Thursdays from 8:30-11:00 a.m. and from 1:00-3:00 p.m.

(8:36:03) – Supervisor White noted that the Preliminary Articles of Peace document was signed in Paris at the residence of Richard Oswald on November 30, 1782, ending the American Revolution. He also read into the

record excerpts from Article One and Article Seven of the Document and stated that the document had remained "essentially unchanged" when it had become the Treaty of Paris and had been signed on September 3, 1783. Supervisor White suggested reflecting upon "the importance of this event to the world in general and the United States specifically."

(8:37:01) – Deni French thanked the Nevada Appeal "for helping me stay up to date on the events in the community." He also thanked Carson Water Subconservancy District General Manager Edwin James for responding to his questions, Community Development Director Hope Sullivan, Parks Project Manager Nick Wentworth, and Water Utility Manager Eddy Quaglieri. Mr. French cautioned that water costs would increase with growth in Carson City and praised the Mills Park Master Plan efforts and encouraged everyone to participate in the online survey or to email Mr. Wentworth.

(8:41:15) – Joy Trushenski requested that the Board of Supervisors place a moratorium on building in Carson City and suggested having Evening Board meetings in order to accommodate those who work. Ms. Trushenski recommended a documentary called *Died Suddenly* which has morticians claiming unnatural blood clots during the embalming process. Ms. Trushenski noted that the deaths were attributed to COVID vaccines.

(8:43:56) – Lisa Partee expressed concern that it wasn't clear whether her vote was cast or not. She explained that her vote is "inferred" because the website noted she had checked in on election day but had not specified that her "vote was counted." Ms. Partee also requested the repeal of the Carson City Municipal Code (CCMC 17.10) to ensure "people's backyards are not counted as open space."

(8:46:04) – Heather Coe also requested the repeal of CCMC 17.10 because she believed it has been abused and has destroyed Carson City. Ms. Coe explained that those who attended the Planning Commission meetings had done their research regarding the zoning in their areas prior to making a decision to purchase a home. She believed that the Board had "lied and deceived" those residents and called it "a total and complete abuse of power…and it needs to be stopped immediately." Ms. Coe stated that the Board had "an agenda to completely max out Carson City to capacity for permits and people." She believed that the Board was bringing in more homeless people since she had witnessed a van dropping them off from Reno a few weeks ago.

6. FOR POSSIBLE ACTION: APPROVAL OF MINUTES – NOVEMBER 3, 2022

(8:49:17) – Mayor Bagwell introduced the item and entertained comments, corrections, or a motion.

(8:49:30) – Supervisor Giomi moved to approve the minutes of the November 3, 2022 Board of Supervisors meeting as amended. The motion was seconded by Supervisor White and carried 5-0-0.

CONSENT AGENDA

(8:49:47) – Mayor Bagwell introduced the item and inquired whether the Board or members of the public wished to pull items from the Consent Agenda; however, none were forthcoming. She also entertained a motion.

(8:49:58) – Supervisor Giomi moved to approve the Consent Agenda consisting of items 7.A, 8.A, 9.A, 10.A, 11.A, 11.B, 11.C, and 12.A (Resolution No. 2022-R-32) as presented. Supervisor White seconded the motion.

RESULT:	**APPROVED (5-0-0)**
MOVER:	Supervisor Giomi
SECONDER:	Supervisor White
AYES:	Supervisors Giomi, Jones, Schuette, White, and Mayor Bagwell
NAYS:	None
ABSTENTIONS:	None
ABSENT:	None

7. DISTRICT ATTORNEY

7.A FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING A PROPOSED AMENDED AND RESTATED CONTRACT WITH THE LAW FIRM OF LEMONS, GRUNDY & EISENBERG ("LGE") FOR LEGAL SERVICES RELATING TO THE TRAVELERS INDEMNITY COMPANY'S ("TRAVELERS'") PROVISION OF INSURANCE TO CARSON CITY AND CARSON CITY'S CLAIMS AGAINST TRAVELERS FOR AN ADDITIONAL AMOUNT OF $50,000.01, RESULTING IN A NEW TOTAL NOT TO EXCEED AMOUNT OF $100,000, AND TO AUTHORIZE THE CITY MANAGER AND DISTRICT ATTORNEY TO EXECUTE THE CONTRACT.

8. FINANCE

8.A FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING THE REPORT ON THE CONDITION OF EACH FUND IN THE TREASURY AND THE STATEMENTS OF RECEIPTS AND EXPENDITURES THROUGH NOVEMBER 18, 2022, PER NRS 251.030 AND 354.290.

9. FIRE

9.A FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING AN INTERLOCAL CONTRACT BETWEEN CARSON CITY AND THE TRUCKEE MEADOWS FIRE PROTECTION DISTRICT (“TMFPD”) FOR MUTUAL AND AUTOMATIC AID (THE "COOPERATIVE AGREEMENT"), AND AUTHORIZATION FOR THE MAYOR TO SIGN THE COOPERATIVE AGREEMENT AND FOR THE FIRE CHIEF TO SIGN THE ANNUAL OPERATING PLANS.

10. HEALTH AND HUMAN SERVICES

10.A FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING A PROPOSED AMENDMENT TO AN INTERLOCAL AGREEMENT BETWEEN CARSON CITY AND THE STATE OF NEVADA, ACTING BY AND THROUGH THE DEPARTMENT OF HEALTH AND HUMAN SERVICES DIVISION OF HEALTH CARE FINANCING AND POLICY (“DHCFP”) AND

DRAFT

THE DIVISION OF WELFARE AND SUPPORTIVE SERVICES ("DWSS"), FOR THE NON-FEDERAL SHARE OF EXPENDITURES AND ADMINISTRATIVE SERVICES NECESSARY TO IMPLEMENT MEDICAID IN CARSON CITY, FOR AN ADDITIONAL $21,479.59, RESULTING IN A NEW TOTAL NOT TO EXCEED AMOUNT OF $2,534,647.20.

11. PURCHASING AND CONTRACTS

11.A FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING A FIVE-YEAR RENEWAL OF THE EXISTING CONTRACT WITH DEVNET, INC ("DEVNET") FOR PROPERTY TAX AND COMPUTER AIDED MASS APPRAISAL ("CAMA") SOFTWARE DEVELOPMENT AND LICENSING, THROUGH MARCH 1, 2028, FOR AN ADDITIONAL $565,604.80, RESULTING IN A NEW TOTAL NOT TO EXCEED AMOUNT OF $1,240,169.80. (CAROL AKERS, CAKERS@CARSON.ORG, KIMBERLY ADAMS, KADDAMS@CARSON.ORG AND ANDREW RASOR, ARASOR@CARSON.ORG)

11.B FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING PROPOSED CONTRACT NO. 23300167 WITH EUROFINS EATON ANALYTICAL, LLC ("EUROFINS") TO PROVIDE WATER QUALITY TESTING SERVICES THROUGH DECEMBER 31, 2025, FOR A TOTAL NOT TO EXCEED AMOUNT OF $96,614.

11.C FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING A PROPOSED AMENDMENT TO CONTRACT NO. 21300227 ("AMENDMENT") BETWEEN CARSON CITY AND RH BORDEN AND COMPANY LLC ("RH BORDEN") TO COMPLETE A CONDITION ASSESSMENT OF A SIGNIFICANT PORTION OF CARSON CITY'S SANITARY SEWER SYSTEM, FOR AN ADDITIONAL $151,000, RESULTING IN A NEW TOTAL NOT TO EXCEED AMOUNT OF $294,750, AND TO EXTEND THE TERM OF THE CONTRACT TO JUNE 30, 2023.

12. PUBLIC WORKS

12.A FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING A PROPOSED RESOLUTION ACCEPTING THE DEDICATION OF RIGHT-OF-WAY DESIGNATED AS ASSESSOR'S PARCEL NUMBER ("APN") 010-757-01 AND ALSO KNOWN AS PORTIONS OF WHEELER PEAK DRIVE, EAGLE PEAK DRIVE, EAGLE PEAK CIRCLE, LOOKOUT PEAK DRIVE, COPPER MOUNTAIN DRIVE, MAMMOTH MOUNTAIN DRIVE AND BISMARK PEAK DRIVE, AS OFFERED FOR DEDICATION IN THE FINAL MAP FOR PHASE 4 OF THE SCHULZ RANCH SUBDIVISION, WHICH WAS RECORDED IN THE OFFICE OF THE CARSON CITY CLERK-RECORDER AS MAP NO. 2976 ("FINAL MAP") ON OCTOBER 7, 2019.

END OF CONSENT AGENDA

ORDINANCES, RESOLUTIONS, AND OTHER ITEMS

13. ITEM(S) PULLED FROM THE CONSENT AGENDA WILL BE HEARD AT THIS TIME

No items were pulled from the Consent Agenda.

14. COMMUNITY DEVELOPMENT – PLANNING

14.A FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING AN APPLICATION FROM KP INVESTORS, LLC ("APPLICANT") TO ADOPT, ON SECOND READING, BILL NO. 123, A PROPOSED ORDINANCE AMENDING THE ZONING MAP TO CHANGE THE ZONING FROM SINGLE-FAMILY 12,000 ("SF12") TO SINGLE-FAMILY 6,000 ("SF6") FOR AN 8.41-ACRE PARCEL LOCATED AT 1051 N ORMSBY BLVD., ASSESSOR'S PARCEL NUMBER ("APN") 001-241-14.

(8:50:26) – Mayor Bagwell introduced the item and Planning Manager Heather Ferris explained that there had been no changes to the Bill since the first reading. Mayor Bagwell entertained public comments and when none were forthcoming, a motion. Supervisor White noted that he would vote against the item just as he had done during its first reading. Mayor Bagwell entertained public comments.

(8:51:04) – Mr. French was concerned that "the increased areas of housing were not, as some have already stated, in the major considerations of people moving here." He believed that the increased housing and the changes in zoning were not for the current residents and wanted to have "a moratorium on all structural buildings over individual housing." He also acknowledged that people would still come to Carson City.

(8:52:55) – Mayor Bagwell clarified for the record that CCMC 17.10 had been in effect since 2001 and had not been voted on by this Board and Mayor.

(8:53:23) – Supervisor Schuette explained that she was "troubled by the pushback in that the idea and the spirit behind [CCMC] 17.10 is to really allow Carson City to be able to meet the spirit of our Master Plan…that sense of community, that sense of inner-connectivity, that sense of neighborhood. What 17.10 allows for is that instead of larger parcels spread out over a development, homes can actually be a little closer together and allow a trail system, an open space, for the neighbors and the community." She acknowledged that developers may have convenience and profit in mind; however, the Planning Commission and the Board have the opportunity to create a community we can all enjoy and be proud of via interconnectivity. Supervisor Schuette also noted that "it is not an opportunity to destroy our city, it's an opportunity to find ways to be mindful and creative in how we plan." She believed that sometimes when zoning has not caught up with the Master Plan "benefits the neighborhoods. Why? Because it brings builders to the table to come up with solutions, suggestions, ideas that can better fit the neighborhood, while also falling under the Master Plan vision…this is our community as well and we love it." Mayor Bagwell entertained a motion.

(8:57:08) – Supervisor Schuette moved to adopt, on second reading, Bill No. 123, Ordinance No. 2022-24. Supervisor Jones seconded the motion.

RESULT:	**APPROVED (4-1-0)**
MOVER:	Supervisor Schuette
SECONDER:	Supervisor Jones
AYES:	Supervisors Giomi, Jones, Schuette, and Mayor Bagwell
NAYS:	Supervisor White
ABSTENTIONS:	None
ABSENT:	None

15. CITY MANAGER

15.A FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING THE APPOINTMENT OF TWO MEMBERS TO THE CARSON CITY REGIONAL TRANSPORTATION COMMISSION ("RTC"), ONE TO FILL A PARTIAL TERM THAT EXPIRES IN DECEMBER 2023 AND ONE TO FILL A FULL TERM THAT EXPIRES IN DECEMBER 2024.

(8:57:58) – Mayor Bagwell introduced the item and explained that current Commissioner Jim Dodson had applied for reappointment. She also noted that applicants Christopher Moltz and Don Hataway were no longer in consideration, which had left Lucia Maloney as the only applicant. Mr. Dodson explained that he had been appointed to a partial term and wished to continue his work on the Commission. Ms. Maloney cited her experience as the Carson City Transportation Manager from 2017-2021, which she would bring to the Commission. Both candidates also responded to questions from the Supervisors. There were no public comments.

(9:01:51) – Supervisor Giomi moved to appoint Lucia Maloney for a partial term that expires in December 2023 and Jim Dodson for a full term that expires in December 2024. Supervisor White seconded the motion.

RESULT:	**APPROVED (5-0-0)**
MOVER:	Supervisor Giomi
SECONDER:	Supervisor White
AYES:	Supervisors Giomi, Jones, Schuette, White, and Mayor Bagwell
NAYS:	None
ABSTENTIONS:	None
ABSENT:	None

15.B FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING THE APPOINTMENT OF THREE MEMBERS TO THE CARSON CITY OPEN SPACE ADVISORY COMMITTEE, ONE FOR A PARTIAL TERM THAT EXPIRES IN JANUARY 2024 AND THE OTHER TWO FOR FULL TERMS THAT EXPIRE IN JANUARY 2027.

(9:02:17) – Mayor Bagwell introduced the item and noted that a reappointment request had been submitted by Mary Berge. She also entertained a motion.

(9:02:50) – Supervisor Schuette moved to reappoint Mary Berge for a full term that expires in January 2027. Supervisor Giomi seconded the motion.

RESULT:	**APPROVED (5-0-0)**
MOVER:	Supervisor Schuette
SECONDER:	Supervisor Giomi
AYES:	Supervisors Giomi, Jones, Schuette, White, and Mayor Bagwell
NAYS:	None
ABSTENTIONS:	None
ABSENT:	None

(9:03:22) – Mayor Bagwell explained the interview process to each of the applicants, noting that they would be asked the same questions by each Board member, after which the Supervisors would deliberate and take action. These interviews may be viewed, as part of the Board meeting, on the City's website on: https://carsoncity.granicus.com/MediaPlayer.php?view_id=2&clip_id=2148.

(9:03:55) – The Board interviewed the candidates in the following order: Beth Harrison, Robert Buttner, Samuel Mozingo, Jay Wiggins, Laura Chavez, and Jeff Rauh. Applicants Traci Nelson and Richard Nagel were unable to attend. At the completion of the interviews, Mayor Bagwell entertained public comments.

(9:52:17) – Mr. French requested that applicants introduce themselves. He also expressed appreciation that the candidates believed in the importance of open space to the community. Mr. French wished to "ask the Planning Commission how much influence those individuals had on them and in certain cases what information they brought to the table that helped inform them on their decisions." He wished to see more funds allocated to hiring park rangers and educating the community on the use of appropriate trails, adding that he felt "in jeopardy" with dirt bikes traveling at high speeds, especially in the Prison Hill area.

(9:55:20) – Mayor Bagwell entertained Board discussion. Supervisor Jones called the "wide-range" of applicants knowledgeable and recommended appointing Mr. Wiggins and Mr. Rauh. Supervisor Giomi praised members of the Open Space Advisory Committee (OSAC) who were in attendance to hear the interviews. He thanked Mr. Buttner for suggesting the selection of younger candidates to serve on the OSAC. Supervisor Giomi believed that Mr. Wiggins' experience on the Planning Commission would be beneficial to OSAC. He also believed that either Ms. Harrison or Mr. Mozingo could be good additions to the Committee. Supervisor White commended Mr. Mozingo for "his energy" and Mr. Wiggins for "his experience" and suggested that everyone "learn what Prison Hill really is." Mayor Bagwell also believed in Mr. Mozingo's enthusiasm, adding that he would need that energy for the learning curve awaiting him if appointed. She explained that "it takes a long time to develop" any board members due to the required understanding "of the interplay of all our regulations," which led her to recommend Mr. Wiggins. Supervisor Schuette called the candidates "an amazing group" and thanked them for their dedication to the trails. She highlighted each candidate's comments regarding Carson City's open space and recommended the appointment of Mr. Wiggins for the partial term and Ms. Harrison for the full term. Mayor Bagwell suggested offering Mr. Wiggins the full-term position due to his experience on the Planning Commission. Supervisor White recommended offering the partial term to Mr. Mozingo "to get his feet wet and [to see whether]…does he have the time and the energy for real?" Mayor Bagwell entertained a motion for the full-term position.

(10:03:34) – Supervisor Jones moved to appoint Jay Wiggins for a full term that expires in January 2027. Supervisor Schuette seconded the motion.

RESULT:	**APPROVED (5-0-0)**
MOVER:	Supervisor Jones
SECONDER:	Supervisor Schuette
AYES:	Supervisors Giomi, Jones, Schuette, White, and Mayor Bagwell
NAYS:	None
ABSTENTIONS:	None
ABSENT:	None

(10:04:01) – Mayor Bagwell entertained a motion for the partial term position. Supervisor White recommended Mr. Mozingo because of his energy and enthusiasm. Mayor Bagwell believed that Mr. Mozingo and Mr. Rauh were more prepared for the position. Supervisor Schuette believed that Ms. Harrison brought the maintenance and education aspects forward and focused on quality of life, calling her "a builder and a doer." Supervisor Jones believed that Mr. Rauh was more knowledgeable of the area; however, he was not averse to appointing Mr. Mozingo. Supervisor Giomi noted that he could support either Mr. Mozingo or Ms. Harrisson. Mayor Bagwell entertained a motion.

(10:08:55) – Supervisor White moved to appoint Sam Mozingo for a partial term that expires in January 2024. Mayor Bagwell seconded the motion.

RESULT:	**APPROVED (5-0-0)**
MOVER:	Supervisor White
SECONDER:	Mayor Bagwell
AYES:	Supervisors Giomi, Jones, Schuette, White, and Mayor Bagwell
NAYS:	None
ABSTENTIONS:	None
ABSENT:	None

(10:09:40) – Mayor Bagwell thanked all the applicants and recommended that Ms. Chavez, who had offered to serve elsewhere, apply for a vacancy on another committee. She also recessed the meeting.

(10:20:30) – Mayor Bagwell reconvened the meeting. A quorum was still present.

16. PARKS AND RECREATION

16.A FOR DISCUSSION ONLY: DISCUSSION AND PRESENTATION REGARDING THE OPEN SPACE ADVISORY COMMITTEE'S 2021 ANNUAL REPORT.

(10:20:40) – Mayor Bagwell introduced the item. Parks and Recreation Director Jennifer Budge explained that she, along with Trails Coordinator Gregg Berggren, would present in the absence of Open Space Manager Lyndsey Boyer. She also introduced Open Space Advisory Committee Chair Alan Welch, Vice Chair Mark Kimbrough, returning Member Mary Berge, and newly appointed members Jay Wiggins and Sam Mozingo. Ms. Budge called the Carson City Open Space Program "the envy of every municipality in Nevada." She reviewed highlights from the Open Space Advisory Committee January – December 2021 Annual Report, which is incorporated into the record, and highlighted that the Program had received $11 million in Quality-of-Life sales tax funds and had leveraged over $20 million, all of which had been invested into the community.

(10:23:48) – Mr. Berggren presented the report, including all the grant funding, and highlighted the connectivity of the trails, educational events, public outreach programs, and especially the volunteers. Mayor Bagwell encouraged members of the public to read the entire report and thanked Staff, the Committee, and all the

volunteers for "continuing the quality of life in Carson City," and believed that the City's open spaces help the mental well-being of the community.

(10:30:57) – Mr. Kimbrough provided background on the inception of the Open Space Program and credited it to pre-planning and to advocate Kay Bennett. He believed that the Program was "a national model" and praised Staff for their efforts, especially Mr. Berggren who had received an award from "350 of his peers for his work with trails."

(10:34:22) – Mr. French thanked the Open Space staff and believed that funds should be allocated to hiring additional park rangers. He also stressed the importance of educating the public and wished to see less encroachment on wildlife.

(10:36:42) – Robyn Orloff thanked the Open Space staff and congratulated Mr. Berggren on his award. She also welcomed the newly appointed Open Space Advisory Committee (OSAC) members. Ms. Orloff called herself "a proponent of Prison Hill," noting that during the interviews she had noticed many individuals had not been as familiar with the area; therefore, she wished to present her concerns. She gave background and explained that the emphasis had been to keep Prison Hill wild, protect it, and conserve it. Ms. Orloff offered to accompany the members to a site visit to the area and discuss ways to "preserve the washes and the intact soil and vegetation that are present in the open areas that allow cross-country riding." She also wished to discuss the new 10-12 feet wide Carson River Trail during the OSAC meeting to ensure the area is kept natural and wildlife habitat is not destroyed. Mayor Bagwell thanked Staff and OSAC. This item was not agendized for action.

17. HEALTH AND HUMAN SERVICES

17.A FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING THE CONVERSION OF CERTAIN GRANT-FUNDED CONTRACT POSITIONS TO FULL-TIME CITY POSITIONS IN THE CARSON CITY DEPARTMENT OF HEALTH AND HUMAN SERVICES ("CCHHS"), EPIDEMIOLOGY DIVISION: TWO EPIDEMIOLOGISTS, ONE PUBLIC HEALTH INVESTIGATOR AND ONE ADMINISTRATIVE ASSISTANT ("THE POSITIONS").

(10:40:16) – Mayor Bagwell introduced the item and entertained Board and/or public comments; however, none were forthcoming. She also entertained a motion.

(10:41:04) – Supervisor Giomi moved to approve the full-time City positions as presented. Supervisor Schuette seconded the motion.

RESULT:	**APPROVED (5-0-0)**
MOVER:	Supervisor Giomi
SECONDER:	Supervisor Schuette
AYES:	Supervisors Giomi, Jones, Schuette, White, and Mayor Bagwell
NAYS:	None
ABSTENTIONS:	None
ABSENT:	None

18. PUBLIC WORKS

18.A FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING INITIATING THE PROCESS TO INCREASE THE RATES AND FEES CHARGED FOR THE USE OF CARSON CITY'S LANDFILL ("LANDFILL"), WHICH COULD INCLUDE AMENDING THE LANDFILL RATE AND FEE SCHEDULE AT CARSON CITY MUNICIPAL CODE ("CCMC") 12.12.047.

(10:41:28) – Mayor Bagwell introduced the item. Public Works Operations Manager Rick Cooley provided background on the Carson City Landfill and reviewed a PowerPoint presentation, incorporated into the record, including the Landfill needs, capacity, current in-county and out-of-county rates, and proposed fee increases.

(11:05:29) – Mayor Bagwell explained that she was in favor of planning for the next 20 years; however, she wished to see "more relief to our in-county rate." She was also in favor of upgrading the equipment for safety reasons. Supervisor Giomi was informed that no compacted waste was generated in-county. He also wished to clarify for Carson City residents that any rate increases from Waste Management are initiated by them and not by the City, adding "nothing we're doing here today will affect the rates of the vast majority of our citizens who are using Waste Management." Mr. Cooley clarified that the tire stores do not dispose of their tires at the City's landfill. Public Works Director Darren Schulz explained that the current trash dumping method by the public was outdated and no longer a standard operating policy for most landfills for safety reasons. Supervisor Giomi acknowledged that "the Landfill is doing more than just being a landfill for the citizens of this community…it's buying ambulances and police cars, and saving our buildings that we've invested money in so that they don't deteriorate." He recommended a reduction in the proposed in-county rates as well.

(11:19:23) – Supervisor White highlighted the discrepancy in the out-of-county rates between Carson City and Douglas County, and expressed concern about "the longevity of the Landfill" with all the out-of-county use. He recommended charging them "more appropriately." Mayor Bagwell reiterated her request to provide "as much relief as we can" to the Carson City residents who were already experiencing cumulative inflation-related increases. Supervisor Schuette and Supervisor Jones were in agreement. Discussion ensued regarding possible post-pandemic usage drops and Mr. Schulz advised bringing regular updates to the Board. He also explained that the agreement with Douglas County would be up for negotiation in four years or sooner, with an opportunity to evaluate future capacity. Mayor Bagwell noted that she was not prepared to approve automatic increases as well. She also entertained public comments.

(11:32:05) – Mr. French explained that he had received a waiver to take his trash to the Landfill and provide receipts to Waste Management; however, he did not generate enough trash and requested making the trip every three months rather than driving there monthly. He also noted that he was taking his recycling elsewhere. Mayor Bagwell clarified that due to a contractual obligation, changes could not be made at this time.

(11:35:42) – Mr. Cooley confirmed that the Public Works Department had received sufficient direction from the Board and would "move forward with a business impact statement." The District Attorney's Office received confirmation that the first draft of an ordinance could also be brought to the Board.

19. BOARD OF SUPERVISORS

NON-ACTION ITEMS.

FUTURE AGENDA ITEMS
STATUS REVIEW OF PROJECTS
INTERNAL COMMUNICATIONS AND ADMINISTRATIVE MATTERS
CORRESPONDENCE TO THE BOARD OF SUPERVISORS
STATUS REPORTS AND COMMENTS FROM THE MEMBERS OF THE BOARD
STAFF COMMENTS AND STATUS REPORT

(11:36:26) – Mayor Bagwell introduced the item. Ms. Paulson reminded the Board that an audit presentation would be agendized for the next meeting. She noted that the Board of Health would also meet that day.

(11:36:55) – Mayor Bagwell invited everyone to the Silver and Snowflakes event on the Capitol grounds on December 2, 2022, at 5:30 p.m., to enjoy the tree lighting ceremony at which time she would read a Christmas poem to the children. Supervisor Giomi noted that Carson Street would be closed from Robinson Street to Fifth Street.

CLOSED NON-MEETING TO CONFER WITH MANAGEMENT REPRESENTATIVES AND COUNSEL

This item did not take place.

20. PUBLIC COMMENT

(11:38:10) – Mayor Bagwell entertained final public comments. Mr. French noted his appreciation of the Landfill presentation and reiterated his earlier concerns about taking the trash every three months and having a recycling option.

21. FOR POSSIBLE ACTION: TO ADJOURN

(11:39:36) – Mayor Bagwell adjourned the meeting at 11:39 a.m.

DRAFT

The Minutes of the December 1, 2022 Carson City Board of Supervisors meeting are so approved on this 5th day of January, 2023.

_____
LORI BAGWELL, Mayor

ATTEST:

_____
SCOTT HOEN, Clerk-Recorder

PROCLAMATION

In Recognition of Greg Davis

WHEREAS, Greg Davis is a life-long Nevadan, a proud graduate of Carson High School as well as the University of Nevada, Reno. Greg has contributed to the activities of the Youth Sports Association of Carson City, Nevada for more than 32 years and served as president of the Association from 2012 to 2022 and truly has been an integral part of our community; and

WHEREAS, he was similarly the President of Carson Girls Softball and President of the Capital Soccer Club. He stood as the Regional Commissioner of American Youth Soccer Organization, Region 140, Carson City; and

WHEREAS, Greg and his wife, Sharlene Kiley Davis (a native daughter of Carson City), have directly contributed to youth soccer by raising two star athletes, Allison and Kiley, and still cheer for their wonderful grandchildren as they play sports; and

WHEREAS, he served as a long-time assistant in the operations of the Carson City Community Center Youth Basketball League; and

WHEREAS, Greg has been a coach, umpire, referee, tournament manager, and general helper to all of the above-named youth sports programs.

NOW THEREFORE, I, Mayor Lori Bagwell, Mayor of Carson City, Nevada, do hereby proclaim January 5, 2023, as a day to honor Greg Davis. We extend our sincerest appreciation for the many long, cold, hours helping players enjoy sports. Along with spending an enormous amount of time coaching youth players to achieve their greatest potential in both sports and life endeavors, for the days of work and careful thought put into ensuring that Carson City youth sports programs serve the needs of all. Thank you, from the tens of thousands of children and families for your efforts that helped them grow to be better people.

Dated this 5th day of January 2023

Lori Bagwell

Lori Bagwell, Mayor

PROCLAMATION

"NATIONAL RADON ACTION MONTH"
JANUARY 2023

WHEREAS*,* many Carson City, residents don't know about radon, yet need to know, for the safety and health of their families, as radon is a colorless, odorless, naturally occurring radioactive gas that is the primary cause of lung cancer among nonsmokers; the second leading cause of lung cancer in smokers and

WHEREAS, the U.S. EPA estimates 21,000 people in the U.S. die each year from lung cancer caused by indoor radon exposure, and lung and bronchus cancer kill more people in a year than any other cancer; and

WHEREAS, radon kills more people than secondhand smoke, drunk driving, choking, drowning or home fires; and

WHEREAS, any home in Carson City, may have elevated levels of radon, even if neighboring homes do not, and living in a home with an average radon level of 4 picocuries per liter of air poses a similar risk of developing lung cancer as smoking half a pack of cigarettes a day; and

WHEREAS, testing is the only way to know if a home has an elevated radon level, and testing is easy and inexpensive, and when identified, homes can be fixed; and

WHEREAS*,* University of Nevada Extension's Nevada Radon Education Program, and the U.S. Environmental Protection Agency support efforts to encourage all **Carson City,** residents to test their homes for radon, mitigate elevated levels of radon, and have new homes built with radon-reducing materials and features.

NOW, THEREFORE*,* I, Lori Bagwell, Mayor of Carson City, Nevada, do hereby proclaim January 2023, as **"NATIONAL RADON ACTION MONTH."**

Dated this 1st day of January 2023

Lori Bagwell

Lori Bagwell, Mayor

STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** January 5, 2023

Staff Contact: Corey Jenkins, Airport Manager

Agenda Title: For Possible Action: Discussion and possible action regarding proposed amendments ("Amendments") to a lease agreement for the use of a communications tower and 1,200 square feet of adjacent space within the Carson City Airport ("Lease") entered into between Sacramento-Valley Limited Partnership, DBA Verizon Wireless ("Verizon"), as tenant, and Carson City and the Carson City Airport Authority ("CCAA"), together as landlord, with the Amendments updating the frequencies used by Verizon and allowing Verizon to install new equipment and modify its existing equipment on the leased area. (Corey Jenkins, cjenkins@flycarosncity.com and Steve Tackes, stackes@kcnvlaw.com)

Staff Summary: The Lease was originally executed by Cellco Partnership, DBA Verizon Wireless ("Cellco") in 2009, then amended in 2019 through Cellco's subsidiary, Verizon, to allow equipment modifications in the leased area and update the frequencies. The Lease will automatically renew every five years and will terminate on August 31, 2039. The second amendment will allow Verizon to implement equipment changes in the leased area.

Agenda Action: Formal Action / Motion **Time Requested:** Consent

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Proposed Motion
I move to approve the amendments, as presented.

Board's Strategic Goal
Sustainable Infrastructure

Previous Action
December 5, 2022 (Item E1): CCAA approved the second amendment.

September 18, 2019 (Item G4): CCAA approved the first amendment to the Lease for the addition and modification of equipment and gave notice that Verizon would be the new tenant under the Lease, as Cellco's successor-in-interest.

August 6, 2009 (Item 9-2): The Board of Supervisors ("Board") approved the Lease between the City and CCAA as landlord and Cellco as tenant for use of the communications tower for placement of communications equipment and 1,200 square feet of adjacent land. The Lease also provides that Cellco can assign its interest in the Lease to a subsidiary without approval or consent from the City or CCAA.

Background/Issues & Analysis
On August 6, 2009, the Board approved the Lease, which allowed Cellco to use a communications tower and 1,200 square feet of adjacent land for placement of communications equipment.

The Lease was amended in 2019 to allow for the addition and modification of Verizon's communications equipment on the tower, to specify the frequencies that the communications equipment would be using and give notice that Cellco's subsidiary and successor-in-interest, Verizon, would be the new tenant under the Lease. The Lease permits the tenant to assign the Lease to a subsidiary without approval or consent from the landlord. Through an oversight, the first amendment was never given to the City to be brought before the Board for approval.

The second amendment allows for the addition and modification of communications equipment in the leased area.

Both amendments are being presented to the Board for consideration in this item.

Applicable Statute, Code, Policy, Rule or Regulation
Airport Authority Act for Carson City, 1989 Nev. Stat. ch. 844

Financial Information
Is there a fiscal impact? No

If yes, account name/number:

Is it currently budgeted?

Explanation of Fiscal Impact:

Alternatives
Do not approve the proposed amendments and redirect the matter to the Airport and/or provide alternative direction to staff.

Attachments:
183689_Carson_City_Airport_CBand_PE_2nd_Amendment_11112022 (002).pdf

2019 11 14 Carson City Airport FE 1st Amd.pdf

2009 08 06 Carson City Airport-Verizon lease- fully signed copy.pdf

Board Action Taken:

Motion: _____	1) _____	Aye/Nay
	2) _____	_____
		_____
		_____
		_____
		_____

_____
(Vote Recorded By)

Tenant Site Name: Carson City Airport
Tenant Location #: 183689

SECOND AMENDMENT TO ANTENNA TOWER COLLOCATION AND LAND LEASE

THIS SECOND AMENDMENT TO ANTENNA TOWER COLLOCATION AND LAND LEASE (the "Second Amendment") is made and shall be effective, as of the last date of the signatures below ("Effective Date"), between Carson City Airport Authority, a Quasi-municipal corporation, the manager for, Carson City, a consolidated municipality, existing under the law of the State of Nevada, ("Landlord") and Sacramento-Valley Limited Partnership d/b/a Verizon Wireless ("Tenant"). Landlord and Tenant (or their predecessors in interest) entered into that certain Antenna Tower Collocation and Land Lease dated July 17, 2009, as may have been previously amended and/or assigned (the "Lease"), pursuant to which Tenant is leasing from Landlord a portion of that certain property located at 2600 E. College Parkway, in the City of Carson City, County of Carson City, State of Nevada, as more particularly described in the Lease. Landlord and Tenant may be referenced in this Second Amendment individually as a "Party" or collectively as the "Parties."

In consideration of the mutual covenants and promises contained in this Second Amendment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree to amend the Lease as follows:

1. Tenant shall be allowed to make the equipment additions or removals necessary to configure Tenant's equipment as shown on Attachment A, attached hereto, subject to the inference and structural requirements of the Lease. For all purposes under the Lease as amended hereby, the descriptions and specifications of Tenant's equipment set forth in the Lease, including, without limitation, any equipment descriptions and specifications with respect to Tenant's equipment set forth in any schedules, exhibits or attachments to the Lease, are hereby deleted and replaced with the specifications of Tenant's equipment described in Attachment A, attached hereto.

2. Unless otherwise provided herein, all defined terms shall have the same meaning as ascribed to such terms in the Lease.

3. In the event of any conflict or inconsistency as to the equipment modifications between the terms of this Second Amendment and the Lease, the terms of this Second Amendment shall govern and control.

4. Except as otherwise provided for in this Second Amendment, the Lease shall remain in full force and effect in accordance with the original terms of the Lease.

[SIGNATURE PAGE TO FOLLOW]

Tenant Site Name: Carson City Airport
Tenant Location #: 183689

IN WITNESS WHEREOF, this Second Amendment is effective and entered into as of the date last written below:

LANDLORD:

Carson City Airport Authority, a Quasi-
municipal corporation, ,
Existing under the laws of the State of Nevada

By:_____

Name:_Michael Golden_

Title:_____Chairman__

Date:_____

TENANT:

SacramentoValley Limited Partnership
d/b/a Verizon Wireless
By AirTouch Cellular Inc., Its General Partner

By: _____
Name: Ginbar Retema
Title: Senior RE Manager
Date: 11/09/22

Tenant Site Name: Carson City Airport
Tenant Location#: 183689

CARSON CITY

The Board of Supervisors of Carson City, Nevada, as underlying owner of the Airport, and thus the Lease Parcel, hereby approves and acknowledges the Lease amendment, and the right and authority of the Authority to amend the Lease to Tenant.

Approved by the Board of Supervisors this ____ day of _____, 2023.

_____
LORI BAGWELL, Mayor

ATTEST:

_____
CLERK/RECORDER (or Deputy)

CITY'S LEGAL COUNSEL
Approved as to form.

_____
DEP. DISTRICT ATTORNEY

AIRPORT AUTHORITY COUNSEL
Approved as to form

_____
STEVEN E. TACKES, ESQ.

Tenant Site Name: Carson City Airport
Tenant Location #: 183689

ATTACHMENT A

EQUIPMENT SPECIFICATIONS

Location of Equipment (Approved RAD Center): 74 & 75.51

Transmit Frequency: 746-757, 835-845, 846.5-849, 1885-1890, 1770-1780, UNLICENSED-UNLICENSED, 3700-3720, 3720-3740, 3740-3760, 3760-3780, 3780-3800, 1720-1730, 3800-3820, 3820-3840, 3840-3860,3860-3880, 3880-3900

Receive Frequency: 776-787, 880-890, 891.5-894, 1965-1970, 2170-2180, UNLICENSED-UNLICENSED, 2120-2130

VERIZON WIRELESS EQUIPMENT ENGINEER:	PROPERTY OWNER:
SIGNATURE DATE	SIGNATURE DATE
VERIZON WIRELESS CONSTRUCTION:	EPIC WIRELESS GROUP INC – LEASING
SIGNATURE DATE	SIGNATURE DATE
VERIZON WIRELESS REAL ESTATE:	EPIC WIRELESS GROUP INC – ZONING
SIGNATURE DATE	SIGNATURE DATE
VERIZON WIRELESS RF ENGINEER:	EPIC WIRELESS GROUP INC – CONSTRUCTION
SIGNATURE DATE	SIGNATURE DATE

verizon

CARSON CITY AIRPORT (C - BAND)

2600 E COLLEGE PARKWAY, CARSON CITY, NV 89706
LOCATION NUMBER: 183689
PROJECT ID#: 20222331061 / 16822253

PROJECT DESCRIPTION

A MODIFICATION OF AN (E) VERIZON WIRELESS UNMANNED TELECOMMUNICATION FACILITY CONSISTING OF:

- REMOVING & REPLACING (3) (E) ANTENNAS W/ (3) (N) ANTENNAS
- INSTALLING (4) (N) 4408 RADIO UNITS @ ANTENNAS
- RETAINING (8) (E) ANTENNAS
- RETAINING (4) (E) RADIO 4843 UNITS & (4) (E) RADIO 4449 UNITS @ ANTENNAS
- RETAINING (2) (E) RAYCAP 6627 SURGE SUPPRESSORS @ ANTENNAS
- RETAINING (2) (E) 13824 HYBRID CABLES

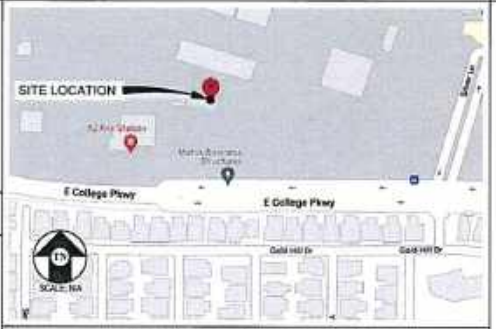
PROJECT INFORMATION

SITE NAME:	CARSON CITY AIRPORT	SITE ACQUISITION COMPANY:	EPIC WIRELESS GROUP 605 COOLIDGE DRIVE, SUITE 100 FOLSOM, CA 95630
SITE #:	183689		
COUNTY:	CARSON CITY	LEASING CONTACT:	ATTN: MICHAEL TAYLOR (714) 589-3561 MICHAEL.TAYLOR@EPICWIRELESS.NET
JURISDICTION:	CITY OF CARSON CITY		
APN:	005-011-01	LEASING CONTACT:	ATTN: NICK HOWLETT (916) 413-1500 NICK.HOWLETT@ERICSSONWIRELESS.NET
SITE ADDRESS:	2600 E COLLEGE PARKWAY CARSON CITY, NV 89706		
CURRENT ZONING:	-	ZONING CONTACT:	ATTN: NICK HOWLETT (916) 413-1500 NICK.HOWLETT@ERICSSONWIRELESS.NET
CONSTRUCTION TYPE:	II-B		
OCCUPANCY TYPE:	U, (UNMANNED COMMUNICATIONS FACILITY)		
POWER:	NV ENERGY		
PROPERTY/TOWER OWNER:	CARSON CITY AIRPORT AUTHORITY 2600 E GRAVES LANE #6 CARSON CITY, NV 89706		
APPLICANT:	VERIZON WIRELESS 2785 MITCHELL DRIVE, BLDG 9 WALNUT CREEK, CA 94598		

DESIGN CRITERIA

RISK CATEGORY: II WIND EXPOSURE: C SEISMIC SITE CLASS: D S_{DS}: 1.729	ROOF LIVE LOAD: N/A DESIGN WIND SPEED: 120 MPH SEISMIC DESIGN CATEGORY: D S_{D1}: N/A	FLOOR LIVE LOAD: N/A GROUND ELEVATION: 4692' SEISMIC COMPONENT I_p: 1.0 S_S: 2.182	ALLOW SOIL BEARING: N/A TOPOGRAPHIC CATEGORY: 1 α_i: 1.0 R_p: 2.5 S_1: 0.784

VICINITY MAP



DRIVING DIRECTIONS

FROM: 2785 MITCHELL DRIVE, BLDG 9, WALNUT CREEK, CA 94598
TO: 2600 E COLLEGE PARKWAY, CARSON CITY, NV 89706

1.	HEAD NORTHEAST ON MITCHELL DR	0.2 MI
2.	USE THE LEFT 2 LANES TO TURN LEFT ONTO OAK GROVE RD	0.5 MI
3.	USE THE LEFT 2 LANES TO TURN LEFT ONTO TREAT BLVD	2.2 MI
4.	TURN RIGHT ONTO BUSKIRK AVE	0.2 MI
5.	TAKE THE RAMP ON THE LEFT ONTO I-680 N	0.1 MI
6.	MERGE ONTO I-680 N	1.8 MI
7.	KEEP LEFT AT THE FORK TO STAY ON I-680 N	5.9 MI
8.	KEEP LEFT AT THE FORK TO CONTINUE ON I-680	14.4 MI
9.	TAKE EXIT 71A TOWARD I-80 E/SACRAMENTO	0.4 MI
10.	MERGE ONTO I-80 E	41.0 MI
11.	KEEP LEFT TO CONTINUE ON I-80BL E/US-50 E. FOLLOW SIGNS FOR SACRAMENTO/SOUTH LAKE TAHOE/CAPITAL CITY FREEWAY	3.0 MI
12.	CONTINUE ONTO US-50 E/EL DORADO FWY	41.2 MI
13.	CONTINUE STRAIGHT TO STAY ON US-50 E/EL DORADO FWY	52.4 MI
14.	AT THE TRAFFIC CIRCLE, CONTINUE STRAIGHT ONTO US-50 E	0.1 MI
15.	CONTINUE ONTO US-50 E	0.6 MI
16.	CONTINUE STRAIGHT TO STAY ON US-50 E	0.2 MI
17.	TURN RIGHT ONTO PIONEER TRAIL	8.0 MI
18.	TURN RIGHT ONTO US-50 E/LAKE TAHOE BLVD	22.6 MI
19.	CONTINUE ONTO I-580 N/US-50	4.6 MI
20.	TAKE EXIT 5 TO MERGE ONTO US-50 E TOWARD DAYTON/FALLON	0.4 MI
21.	MERGE ONTO US-50 E	0.4 MI
22.	TURN LEFT ONTO AIRPORT RD	1.0 MI
23.	TURN LEFT ONTO E COLLEGE PKWY	0.3 MI

END AT: 2600 E COLLEGE PARKWAY, CARSON CITY, NV 89706

ESTIMATED TIME: 4 HOUR 7 MINUTES ESTIMATED DISTANCE: 203 MILES

CODE COMPLIANCE

ALL WORK & MATERIALS SHALL BE PERFORMED & INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THESE CODES:

2009 ICC/ANSI A117.1
2017 NATIONAL ELECTRICAL CODE
2018 INTERNATIONAL BUILDING CODE
2018 INTERNATIONAL ENERGY CONSERVATION CODE
2018 INTERNATIONAL EXISTING BUILDING CODE
2018 INTERNATIONAL FIRE CODE
2018 INTERNATIONAL FUEL GAS CODE
2018 INTERNATIONAL PROPERTY MAINTENANCE CODE
2018 INTERNATIONAL RESIDENTIAL CODE
2018 INTERNATIONAL SWIMMING POOL AND SPA CODE
2018 NORTHERN NEVADA INTERNATIONAL FIRE CODE AMENDMENTS
2018 NORTHERN NEVADA AMENDMENTS
2018 UNIFORM MECHANICAL CODE
2018 UNIFORM PLUMBING CODE
2018 WILDLAND URBAN INTERFACE CODE
2018 NORTHERN NEVADA WILDLAND URBAN INTERFACE AMENDMENTS

ALONG WITH ANY OTHER APPLICABLE LOCAL & STATE LAWS AND REGULATIONS.

SHEET INDEX

SHEET	DESCRIPTION	REV
T-1.1	TITLE SHEET	-
A-1.1	SITE PLAN	-
A-2.1	ANTENNA PLANS	-
A-3.1	ELEVATIONS	-
A-3.2	ELEVATIONS	-
A-4.1	DETAILS	-
S-1.1	STRUCTURAL NOTES & DETAILS	-
E-1.1	GROUNDING PLAN	-

CARSON CITY AIRPORT
183689
2600 E COLLEGE PARKWAY
CARSON CITY, NV 89706

verizon
2785 MITCHELL DRIVE, BLDG 9
WALNUT CREEK, CA 94598

Streamline Engineering and Design Inc.
9440 Bonita College Blvd., Suite E Granite Bay, CA 95746
Kevin Sorensen Phone: 916-660-1941
E-Mail: kevin@streamlineengineering.com

KEVIN R. SORENSEN
PROFESSIONAL ENGINEER
STATE OF NEVADA
No. 17551

ISSUE STATUS

Δ	DATE	DESCRIPTION	REV.
	03/10/22	CD 90%	A.A.
	07/29/22	CD 100%	A.A.
	-	-	-
	-	-	-
	-	-	-
	-	-	-

DRAWN BY: A. ARIA
CHECKED BY: J. GRAY
APPROVED BY: K. SORENSEN
DATE: 07/29/22

SHEET TITLE:
TITLE SHEET

SHEET NUMBER:
T-1.1

PROJECT GENERAL NOTES

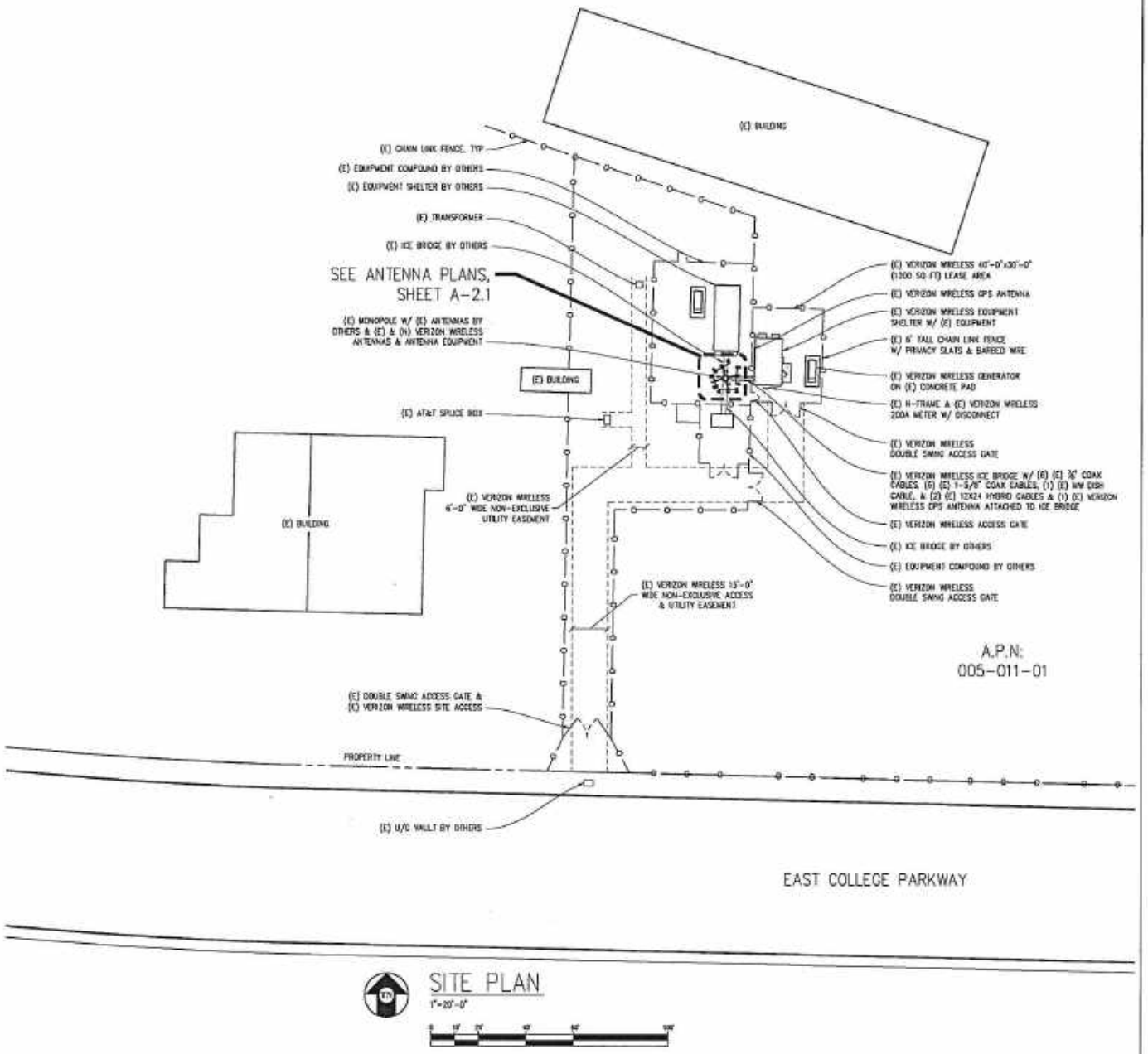
1. THIS FACILITY IS AN UNOCCUPIED WIRELESS TELECOMMUNICATION FACILITY.
2. PLANS ARE NOT TO BE SCALED AND ARE INTENDED TO BE A DIAGRAMMATIC OUTLINE ONLY, UNLESS NOTED OTHERWISE.
3. THE SCOPE OF WORK SHALL INCLUDE FURNISHING MATERIALS, EQUIPMENT, APPURTENANCES AND LABOR NECESSARY TO COMPLETE ALL INSTALLATIONS AS INDICATED ON THE DRAWINGS.
4. PRIOR TO THE SUBMISSION OF BIDS, THE CONTRACTORS SHALL VISIT THE JOB SITE AND BE RESPONSIBLE FOR ALL CONTRACT DOCUMENTS, FIELD CONDITIONS AND DIMENSIONS, AND CONFIRM THAT THE WORK MAY BE ACCOMPLISHED AS SHOWN PRIOR TO PROCEEDING WITH CONSTRUCTION. ANY DISCREPANCIES ARE TO BE BROUGHT TO THE ATTENTION OF THE CONSTRUCTION MANAGER AND ENGINEER PRIOR TO PROCEEDING WITH THE WORK.
5. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO PAY FOR PERMIT FEES, AND TO OBTAIN SAID PERMITS AND TO COORDINATE INSPECTIONS.
6. THE CONTRACTOR SHALL RECEIVE, IN WRITING, AUTHORIZATION TO PROCEED BEFORE STARTING WORK ON ANY ITEM NOT CLEARLY DEFINED OR IDENTIFIED BY THE CONTRACT DOCUMENTS.
7. CALL BEFORE YOU DIG: CONTRACTOR IS REQUIRED TO CALL 811 (NATIONWIDE "CALL BEFORE YOU DIG" HOTLINE) AT LEAST 72 HOURS BEFORE DIGGING.
8. ALL WORK PERFORMED AND MATERIALS INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS, AND ORDINANCES. CONTRACTOR SHALL GIVE ALL NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES, REGULATIONS AND LAWFUL ORDERS OF ANY PUBLIC AUTHORITY REGARDING THE PERFORMANCE OF THE WORK.
9. THE GENERAL CONTRACTOR SHALL SUPERVISE AND DIRECT THE WORK USING THE BEST SKILLS AND ATTENTION. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES AND PROCEDURES. CONTRACTOR SHALL ALSO COORDINATE ALL PORTIONS OF THE WORK UNDER THE CONTRACT; INCLUDING CONTACT AND COORDINATION WITH THE CONSTRUCTION MANAGER AND WITH THE LANDLORD'S AUTHORIZED REPRESENTATIVE.
10. THE CONTRACTOR SHALL MAKE NECESSARY PROVISIONS TO PROTECT EXISTING IMPROVEMENTS, PAVING, CURBS, GALVANIZED SURFACES, ETC., AND UPON COMPLETION OF WORK, REPAIR ANY DAMAGE THAT OCCURRED DURING CONSTRUCTION TO THE SATISFACTION OF THE PROJECT MANAGER.
11. KEEP GENERAL AREA CLEAN, HAZARD FREE, AND DISPOSE OF ALL DIRT, DEBRIS AND RUBBISH. REMOVE EQUIPMENT NOT SPECIFIED AS REMAINING ON THE PROPERTY. LEAVE PREMISES IN CLEAN CONDITION AND FREE FROM PAINT SPOTS, DUST, OR SMUDGES OF ANY NATURE.
12. ALL EXISTING INACTIVE SEWER, WATER, GAS, ELECTRIC, AND OTHER UTILITIES, WHICH INTERFERE WITH THE EXECUTION OF THE WORK, SHALL BE REMOVED AND/OR CAPPED, PLUGGED, OR OTHERWISE DISCONNECTED AT POINTS WHICH WILL NOT INTERFERE WITH THE EXECUTION OF THE WORK, AS DIRECTED BY THE RESPONSIBLE ENGINEER, AND SUBJECT TO THE APPROVAL OF THE OWNER AND/OR LOCAL UTILITIES.
13. ALL EXISTING ACTIVE SEWER, WATER, GAS, ELECTRIC AND ALL OTHER UTILITIES WHERE ENCOUNTERED IN THE WORK SHALL BE PROTECTED AT ALL TIMES.
14. DETAILS ARE INTENDED TO SHOW END RESULT OF DESIGN. MINOR MODIFICATIONS MAY BE REQUIRED TO SUIT JOB DIMENSIONS OR CONDITIONS, AND SUCH MODIFICATIONS SHALL BE INCLUDED AS PART OF THE WORK.
15. THE CONTRACTOR SHALL PROVIDE A TOILET FACILITY DURING ALL PHASES OF CONSTRUCTION.
16. SUFFICIENT MONUMENTATION WAS NOT RECOVERED TO ESTABLISH THE POSITION OF THE BOUNDARY LINES SHOWN HEREON. THE BOUNDARY REPRESENTED ON THIS MAP IS BASED ON COMPILED RECORD DATA AND BEST FIT ONTO EXISTING IMPROVEMENTS. IT IS POSSIBLE FOR THE LOCATION OF THE SUBJECT PROPERTY TO SHIFT FROM THE PLACEMENT SHOWN HEREON WITH ADDITIONAL FIELD WORK AND RESEARCH. THEREFORE ANY SPATIAL REFERENCE MADE OR SHOWN BETWEEN THE RELATIONSHIP OF THE BOUNDARY LINES SHOWN HEREON AND EXISTING GROUND FEATURES, EASEMENTS OR LEASE AREA IS INTENDED TO BE APPROXIMATE AND IS SUBJECT TO VERIFICATION BY RESOLVING THE POSITION OF THE BOUNDARY LINES.
17. THE CONTRACTOR TO VERIFY THE LATEST/CURRENT RF DESIGN.
18. WHERE APPLICABLE, CONTRACTOR SHALL PROVIDE SEPARATE PLANS, SPECIFICATIONS, FEES AND PERMITS FOR ANY REVISION TO ANY FIRE SPRINKLER AND/OR ALARM SYSTEM ON THE PREMISES AS MAY BE NEEDED TO COMPLETE THE WORK DEPICTED HEREIN, USING A LICENSED SUBCONTRACTOR FOR ALL SUCH WORK.

NOTE: NO (N) ELECTRICAL LOAD CONNECTIONS TO (E) ELECTRICAL PANEL REQUIRED FOR THIS MODIFICATION.

NOTE: NO CHANGES TO (E) EQUIPMENT INSIDE (E) EQUIPMENT SHELTER REQUIRED FOR THIS MODIFICATION.

NOTE: ALL (N) VERIZON WIRELESS ANTENNAS TO BE PAINTED TO MATCH (E) ANTENNAS.

NOTE: NO (N) BATTERIES REQUIRED FOR THIS MODIFICATION.



SITE PLAN

1"=20'-0"

CARSON CITY AIRPORT

183689

3600 E COLLEGE PARKWAY
CARSON CITY, NV 89706

verizon

2785 MITCHELL DRIVE, BLDG 9
WALNUT CREEK, CA 94598

Streamline Engineering and Design Inc.
8445 Berry College Blvd, Suite E Granite Bay, CA 95746
Contact: Kevin Sorensen Phone: 916-625-1530
E-Mail: kevin@streamlineeng.com Fax: 916-580-1941

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NEVADA REGISTERED ENGINEER

ISSUE STATUS

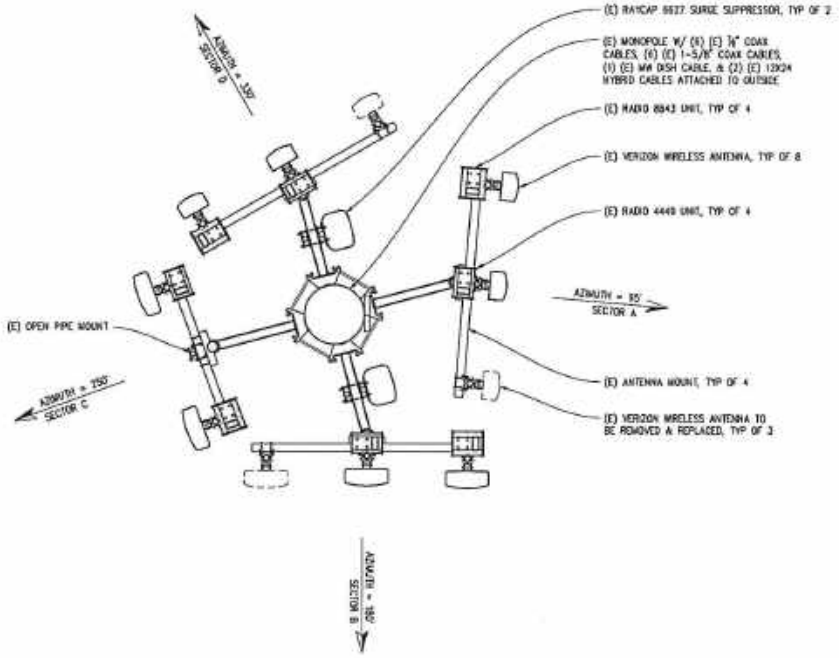
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	07/29/22	CD 100%	A.A.
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DRAWN BY: A. ARIA
CHECKED BY: J. GRAY
APPROVED BY: K. SORENSEN
DATE: 07/29/22

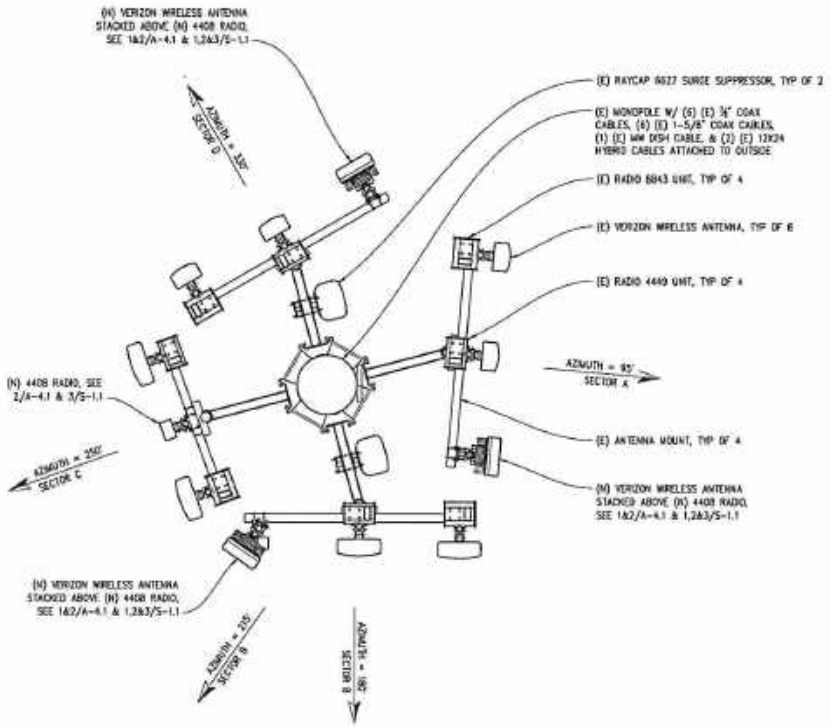
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SITE PLAN

SHEET NUMBER:
A-1.1

NOTE: ALL (N) VERIZON WIRELESS ANTENNAS TO BE PAINTED TO MATCH (E) ANTENNAS.



(E) ANTENNA PLAN
3/8"=1'-0"



(N) ANTENNA PLAN
3/8"=1'-0"

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8440 Sierra College Blvd., Suite E, Granite Bay, CA 95746
Phone: (916) 660-1641 Fax: (916) 660-1641
E-Mail: kevin@streamlineeng.com

KEVIN R. SORENSEN
No. 17931
REGISTERED PROFESSIONAL ENGINEER
STATE OF CALIFORNIA

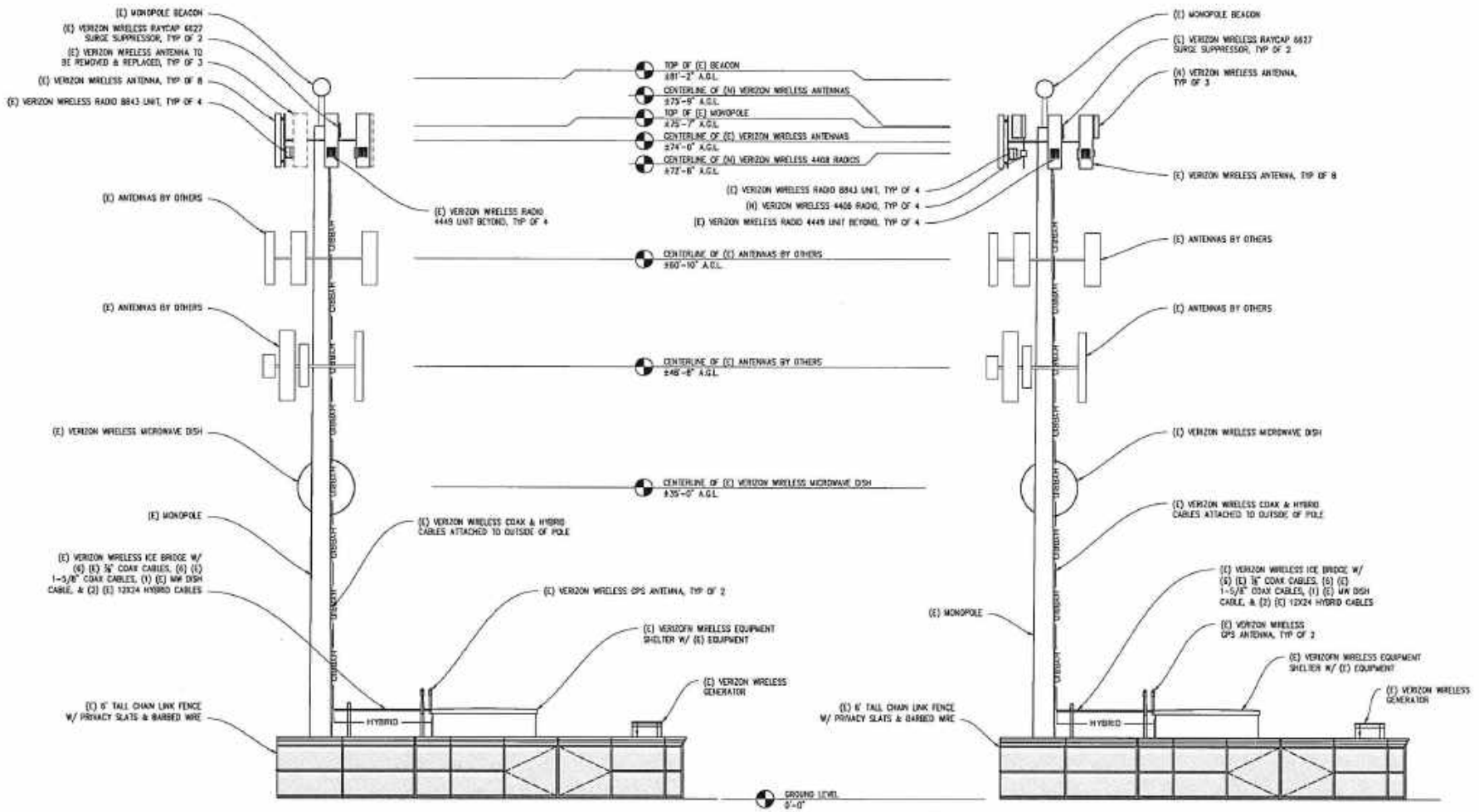
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CHECKED BY: J. GRAY
APPROVED BY: K. SORENSEN
DATE: 07/29/22

SHEET TITLE:
ANTENNA PLANS

SHEET NUMBER:
A-2.1



NOTE: ALL (N) VERIZON WIRELESS ANTENNAS TO BE PAINTED TO MATCH (E) ANTENNAS.

CARSON CITY AIRPORT

183689

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CARSON CITY, NV 89706

verizon

2785 MITCHELL DRIVE, BLDG 9
WALNUT CREEK, CA 94598

Streamline Engineering and Design, Inc.
8440 Sierra College Blvd, Suite E Roseville, CA 95746
Contact: Kevin Sorensen Phone: 916.660.1808
E-Mail: ksorensen@streamlineengineering.com Fax: 916.660.1811

KEVIN M. SORENSEN
EXPIRES 12/31/2024

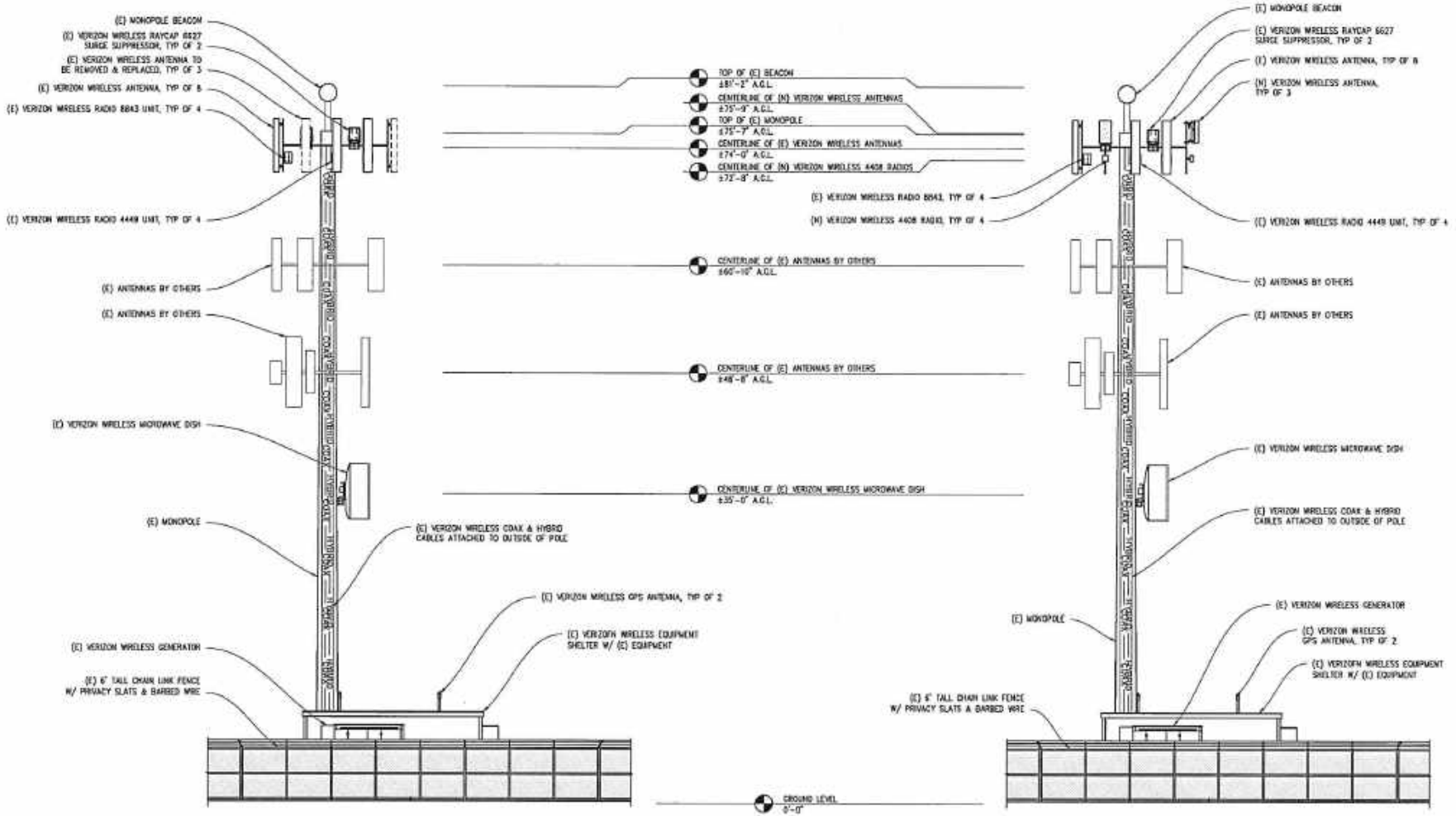
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DRAWN BY: A. ARIA
CHECKED BY: J. GRAY
APPROVED BY: K. SORENSEN
DATE: 07/29/22

SHEET TITLE:
ELEVATIONS

SHEET NUMBER:
A-3.1



NOTE: ALL (N) VERIZON WIRELESS ANTENNAS TO BE PAINTED TO MATCH (E) ANTENNAS.

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WALNUT CREEK, CA 94598

Streamline Engineering and Design, Inc.
8445 Sierra College Blvd. Suite E Orangevale, CA 95746
Contact: Kevin Sorensen Phone: 916-695-1804
E-Mail: kevin@streamlineengineering.com Fax: 916-800-1841

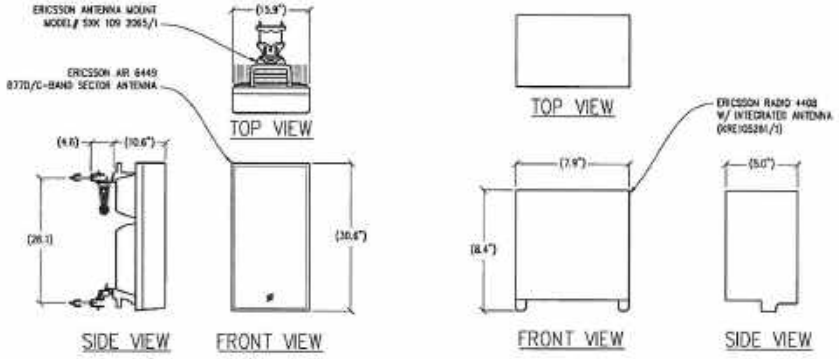
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DRAWN BY: A. ARA
CHECKED BY: J. GRAY
APPROVED BY: K. SORENSEN
DATE: 07/29/22

SHEET TITLE:
ELEVATIONS

SHEET NUMBER:
A-3.2



1 ANTENNA DETAIL
1"=1'-0" MAX WEIGHT: 88 LBS

2 RADIO 4408 DETAIL
3"=1'-0" MAX WEIGHT 11.1 LBS

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verizon

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WALNUT CREEK, CA 94598

Streamline Engineering and Design Inc.

8445 Sierra College Blvd, Suite E Granite Bay, CA 95746
Contact: Kevin Sorensen Phone: 916-660-1930
E-Mail: kevin@streamlineeng.com Fax: 916-660-1941

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ISSUE STATUS

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	07/29/22	CD 100%	A.A.
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	"	"	"
	"	"	"
	"	"	"

DRAWN BY: A. ARIA
CHECKED BY: J. GRAY
APPROVED BY: K. SORENSEN
DATE: 07/29/22

SHEET TITLE:
DETAILS

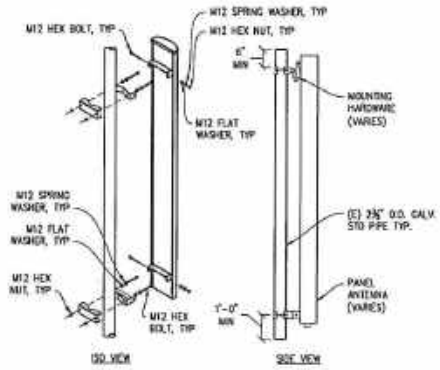
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CONSTRUCTION NOTES

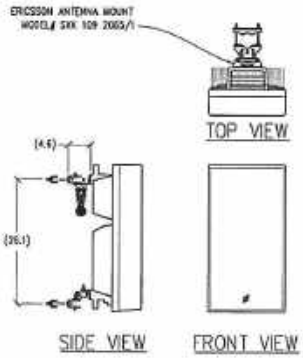
1. EXISTING BUILDING CONSTRUCTION CONDITIONS INDICATED ON THE DRAWINGS SHALL BE FIELD VERIFIED BY THE CONTRACTOR PRIOR TO PROCEEDING WITH CONSTRUCTION OR ORDERING OF MATERIALS. IF EXISTING CONDITIONS DO NOT ALLOW FOR DETAILS OF CONSTRUCTION AS SHOWN ON THESE DRAWINGS, NOTIFY ENGINEER OF RECORD FOR RESOLUTION PRIOR TO PROCEEDING. CONTRACTOR SHALL EXPOSE AND REVIEW EXISTING CONDITIONS IN A TIMELY MANNER SUCH THAT ALTERNATE DESIGNS OR DETAILS, IF REQUIRED, MAY BE GENERATED WITHOUT DELAY TO THE PROJECT.
2. DURING CONSTRUCTION, THE CONTRACTOR SHALL NOT ALTER, DAMAGE OR REMOVE ANY PART OF THE EXISTING STRUCTURE UNLESS SPECIFICALLY DETAILED ON THESE DRAWINGS.
3. THE INTENT OF THESE DRAWINGS IS THAT THE WORK OF THE ADDITION, ALTERATION, REHABILITATION, OR RECONSTRUCTION IS TO BE IN ACCORDANCE WITH THE 2018 IBC. SHOULD ANY EXISTING CONDITIONS SUCH AS DETERIORATION OR NONCOMPLYING CONSTRUCTION BE DISCOVERED WHICH IS NOT COVERED BY THE CONTRACT DOCUMENTS WHEREIN THE FINISHED WORK WILL NOT COMPLY WITH THE 2018 IBC, A CHANGE ORDER, OR A SEPARATE SET OF PLANS AND SPECIFICATIONS, DETAILING AND SPECIFYING THE REQUIRED WORK SHALL BE PREPARED AND SUBMITTED TO AND APPROVED BY THE BUILDING DEPARTMENT PRIOR TO PROCEEDING WITH THE WORK.
4. ALL WORK AND MATERIALS SHOWN ARE NEW UNLESS INDICATED AS EXISTING (E).
5. IT MAY BE NECESSARY TO REMOVE ARCHITECTURAL FINISHES, PLUMBING PIPES AND FIXTURES, ELECTRICAL CONDUIT, FIXTURES, PANELS, BOXES, TELEPHONE OR FIRE ALARM WIRING AND FIXTURES OR OTHER NON-STRUCTURAL ITEMS TO INSTALL STRUCTURAL WORK AND MATERIALS SHOWN ON THESE DRAWINGS. SUCH ITEMS SHALL BE REMOVED, REPAIRED AND/OR REPLACED TO MATCH PRE-CONSTRUCTION CONDITIONS AT THE CONTRACTORS EXPENSE.
6. ALL WEATHER PROOFING INCLUDING BUT NOT LIMITED TO TORCH DOWN, CAULKING, Z-FLASHING OR ANY OTHER MATERIAL THAT MAY BE ALTERED DURING INSTALLATION SHALL BE REPAIRED REPLACED AND/OR MODIFIED TO ENSURE THE BUILDING AT THE INSTALLATION SITE IS WEATHER PROOF.
7. ANY PROPOSED SUBSTITUTIONS FOR STRUCTURAL MEMBERS, HARDWARE, ANCHOR TYPES, OR DETAILING INDICATED IN THESE DRAWINGS SHALL BE SUBMITTED TO AND REVIEWED BY THE ENGINEER OF RECORD PRIOR TO ORDERING MATERIALS. SUCH REVIEW SHALL BE BILLED ON A T&E AND MATERIALS BASIS TO THE CONTRACTOR WITH NO GUARANTEE THAT THE SUBSTITUTION WILL BE ALLOWED.
8. CONTRACTOR SHALL ENSURE ALL ROOF AREAS HAVE POSITIVE SLOPE TO ALL EXISTING ROOF DRAINS. PROVIDE ADDITIONAL CRICKETS OR BUILD UP ROOFING AS REQUIRED TO PROVIDE POSITIVE DRAINAGE AROUND ALL NEW CONSTRUCTION INCLUDING ANY CURBS, SLEEPERS, SUPPORT BASES, ETC.

STRUCTURAL STEEL NOTES

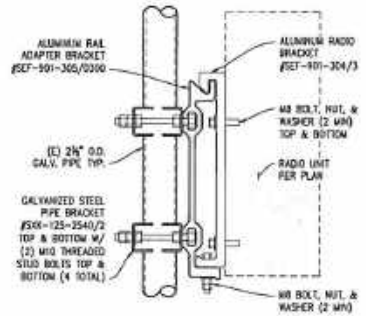
1. ALL STEEL CONSTRUCTION INCLUDING FABRICATION, ERECTION AND MATERIALS SHALL COMPLY WITH ALL REQUIREMENTS OF THE 2016 AISC SPECIFICATION FOR THE DESIGN, FABRICATION, AND ERECTION OF STRUCTURAL STEEL FOR BUILDINGS AND THE 2018 IBC.
2. ALL STRUCTURAL STEEL SHALL BE ASTM A36 UNLESS OTHERWISE NOTED. ALL WF (WIDE FLANGE) & WT (TEE) SHAPES TO BE ASTM A992 (F_y=50,000 PSI) UNLESS NOTED OTHERWISE. ALL STRUCTURAL TUBING (TS OR HSS) SHALL BE ASTM A500 GRADE B (F_y=46,000 PSI). ALL STEEL PIPE SHALL BE ASTM A53 (TYPE E OR S, GRADE B (F_y=35,000 PSI)) SCHEDULE 40 WITH OUTSIDE DIAMETERS GIVEN UNLESS OTHERWISE NOTED.
3. ALL WELDING SHALL BE PERFORMED USING E70XX ELECTRODES UNLESS OTHERWISE NOTED AND SHALL CONFORM TO AISC & AWS D1.1. WHERE FILLET WELD SIZES ARE NOT SHOWN PROVIDE THE MINIMUM SIZE PER TABLE J2.4 IN THE AISC SPECIFICATION. PAINTED SURFACES SHALL BE TOUCHED UP.
4. ALL WELDING SHALL BE PERFORMED BY QUALIFIED, CERTIFIED WELDERS.
5. BOLTS SHALL BE GALVANIZED ASTM F3125/F3125M MINIMUM. BOLTED CONNECTIONS SHALL BE BEARING TYPE. SEE PLANS FOR LOCATION, NUMBER, & SIZE OF BOLTS. SPECIAL INSPECTION IS REQUIRED FOR HIGH STRENGTH BOLTS.
6. THREADED RODS SHALL BE ASTM F1554, GR 36 U.O.N. BOLTED CONNECTIONS SHALL BE BEARING TYPE. SEE PLANS FOR LOCATION, NUMBER, & SIZE OF BOLTS.
7. ALL HOLES FOR BOLTED CONNECTIONS SHALL BE 1/16" LARGER THAN THE NOMINAL BOLT DIAMETER. USE STANDARD AISC GAGE AND PITCH FOR BOLTS EXCEPT AS NOTED OTHERWISE. HOLES FOR ANCHOR BOLTS IN BASE PLATES MAY BE AISC "OVERSIZE" HOLES WHERE ACCOMPANIED BY OVERSIZED HARDENED HOT DIPPED GALVANIZED WASHERS.
8. ALL SHOP FABRICATED STEEL STRUCTURAL MEMBERS FOR EXTERIOR USE SHALL BE HOT DIP GALVANIZED PER ASTM A123 AFTER FABRICATION & PAINTED PER CUSTOMER SPECIFICATIONS AS REQUIRED. STEEL FOR INTERIOR USE SHALL BE SHOP COAT OR GALVANIZED & PAINTED PER PLAN.
9. ALL FIELD FABRICATED GALVANIZED STEEL THAT IS CUT, GROUND, DRILLED, WELDED OR DAMAGED SHALL BE TREATED WITH "ZINC RICH" COLD GALVANIZING SPRAY OR COATING. NO RAW STEEL SHALL BE EXPOSED.
10. AT ALL WEB STIFFENER PLATES LEAVE ½"ø (OR K, WHICHEVER IS LARGER) HOLE @ WEB/FLANGE INTERSECTION UNLESS NOTED OTHERWISE.
11. BOLTS AT ANTENNA & RRU MOUNT TO BE ASTM F3125/F3125M A194M U.O.N.
12. ALL NUTS SHALL BE ASTM A563/A563M ALL WASHERS SHALL BE ASTM F436/F436M.
13. ALL STRUT MEMBERS USED IN EXTERIOR APPLICATIONS SHALL BE HOT DIPPED GALVANIZED PER ASTM A123 OR ASTM A153.
14. ALL STAINLESS STEEL BOLTED CONNECTIONS SHALL BE ASTM F593-17 AND STAINLESS STEEL NUTS SHALL BE ASTM F594-09 (2015).



1 ANTENNA MOUNT
1"=1'-0"



2 ANTENNA MOUNT DETAIL
1"=1'-0"



3 RADIO UNIT MOUNTING
3"=1'-0"

CARSON CITY AIRPORT

183689

2600 E COLLEGE PARKWAY
CARSON CITY, NV 89706

verizon

2785 MITCHELL DRIVE, BLDG 9
WALNUT CREEK, CA 94598

Streamline Engineering and Design Inc.
8455 Sierra College Blvd. Suite E Granite Bay, CA 95746
Phone: (916) 435-1160 Fax: (916) 435-1161
E-Mail: info@streamlineengineering.us

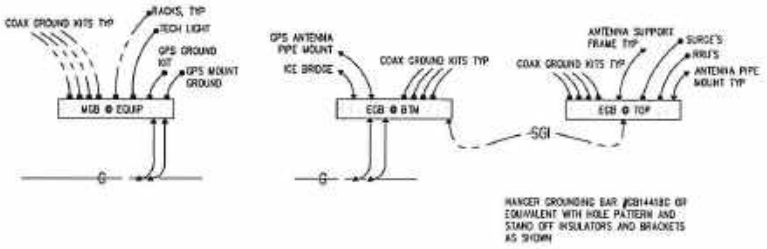
ISSUE STATUS

△	DATE	DESCRIPTION	REV.
	03/10/22	CD 90%	A.A.
	07/29/22	CD 100%	A.A.
	-	-	-
	-	-	-
	-	-	-
	-	-	-

DRAWN BY: A. ARIA
CHECKED BY: J. GRAY
APPROVED BY: K. SORENSEN
DATE: 07/29/22

SHEET TITLE:
STRUCTURAL NOTES & DETAILS

SHEET NUMBER:
S-1.1



SINGLE LINE

GROUNDING NOTES

1. GROUNDING SHALL COMPLY WITH NEC ARTICLE 250.
2. USE #2 COPPER STRANDED WIRE WITH GREEN COLOR INSULATION FOR ABOVE GRADE GROUNDING (UNLESS OTHERWISE SPECIFIED) AND #2 SOLID TINNED BARE COPPER WIRE FOR BELOW GRADE GROUNDING AS INDICATED ON THE DRAWING.
3. EXOTHERMIC WELDS SHALL BE USED FOR ALL GROUNDING CONNECTIONS BELOW GRADE.
4. EXPOSED GROUNDING CONNECTIONS SHALL BE MADE WITH BURNDY HYGROUND COMPRESSION TYPE CONNECTORS OR EXOTHERMIC WELDS AS SPECIFIED IN THE PLANS.
5. CONNECTIONS TO EQUIPMENT SHALL BE MADE USING STAINLESS STEEL HARDWARE.
6. APPLY BUTYL & ELECTRICAL TAPE OVER COLD SHRINK AT ALL LOCATIONS FOR WEATHER PROOFING OVER COAX GROUND KITS.
7. CONNECTIONS TO GROUND BARS SHALL BE MADE WITH TWO HOLE COMPRESSION TYPE COPPER LUGS WITH STAR WASHERS AND NO-OX OR EQUIVALENT PLACED BETWEEN CONNECTOR AND GROUND BAR.
8. ROUTE GROUNDING CONDUCTORS ALONG THE SHORTEST AND STRAIGHTEST PATH POSSIBLE, EXCEPT AS OTHERWISE INDICATED. GROUNDING LEADS SHOULD NEVER BE BENT AT RIGHT ANGLES. ALWAYS MAKE A 12" RADIUS BEND, HOWEVER, #6 WIRE CAN BE BENT AT A 6" RADIUS WHEN NECESSARY.
9. THE SYSTEM GROUND RESISTANCE MUST BE 10 OHMS OR LESS. TO ACHIEVE THIS LEVEL OF RESISTANCE THE CONTRACTOR SHALL PURSUE ONE OF THE FOLLOWING FOUR OPTIONS:

   A. CONNECT TO EXISTING GROUNDING SYSTEMS
   B. CONNECT TO BUILDING STEEL COLUMNS
   C. INSTALL A NEW GROUNDING SYSTEM

UPON COMPLETION OF THE GROUNDING INSTALLATION THE CONTRACTOR SHALL EMPLOY AN OWNER APPROVED 3RD PARTY TO CONDUCT A "FALL OF POTENTIAL" TEST AND SUBMIT A REPORT OF SUCH TEST FOR APPROVAL TO EITHER THE OWNER OR CONSTRUCTION MANAGER.

GROUNDING LEGEND

- ● MECHANICAL CONNECTION
- ▼ EXOTHERMIC CADWELD
- TYP. CADWELD INSPECTION WELL
- TYP ¾" DIA. X 10'-0" LONG COPPER CLAD GROUND ROD @ 10' O.C. MAX & 18" MIN BELOW FINISH GRADE
- GATE GROUNDING STRAP
- TYP #2 TINNED BCW UNDERGROUND GND RING @ 18" MIN BELOW FINISH GRADE
- GROUND WIRE #2 STRANDED GREEN INSULATED WIRE

NOTE: NO (N) ELECTRICAL LOAD CONNECTIONS TO (E) ELECTRICAL PANEL REQUIRED FOR THIS MODIFICATION.

CARSON CITY AIRPORT

183689

2600 E COLLEGE PARKWAY
CARSON CITY, NV 89706

verizon

2785 MITCHELL DRIVE, BLDG 9
WALNUT CREEK, CA 94598

Streamline Engineering and Design, LLC
3445 Sierra College Blvd., Suite 8 Bronze Bay, CA 95765
Contact: Kevin Sorensen Phone: 916-655-1941
E-Mail: kevin@streamlineeng.com Fax: 916-655-1941

THESE PLANS ARE THE PROPERTY OF STREAMLINE ENGINEERING AND DESIGN, LLC AND ARE NOT TO BE USED IN WHOLE OR IN PART FOR ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORIZATION OF STREAMLINE ENGINEERING AND DESIGN, LLC. VISUAL CONTACT WITH THESE PLANS SHALL CONSTITUTE PRIMA FACIE EVIDENCE OF ACCEPTANCE OF THESE RESTRICTIONS.

KEVIN R. SORENSEN
No. 21555
REGISTERED PROFESSIONAL ENGINEER
CIVIL
STATE OF CALIFORNIA

ISSUE STATUS

Δ	DATE	DESCRIPTION	REV.
	03/10/22	CD 90%	A.A.
	07/29/22	CD 100%	A.A.
	-	-	-
	-	-	-
	-	-	-
	-	-	-

DRAWN BY: A. ARIA
CHECKED BY: J. GRAY
APPROVED BY: K. SORENSEN
DATE: 07/29/22

SHEET TITLE:
GROUNDING PLAN

SHEET NUMBER:
E-1.1

FIRST AMENDMENT TO ANTENNA TOWER COLLOCATION AND LAND LEASE

This First Amendment to Antenna Tower Collocation and Land Lease (the "**Amendment**") is made as of the date of the latter signature below, by and between Carson City Airport Authority, a Quasi-municipal corporation, the manager for, Carson City, a consolidated municipality, existing under the laws of the State of Nevada ("**Landlord**") and Sacramento-Valley Limited Partnership, dba Verizon Wireless ("**Tenant**"), with reference to the facts set forth in the Recitals below:

RECITALS

A. Landlord is the owner of that certain real property located at 2600 E. College Parkway, Carson City, Nevada, 89706 (the "**Property**"), identified as assessor's parcel number 005-011-01, formerly known as 2600 E. Graves Lane, Carson City, NV 89706.

B. Landlord and Tenant, as successor-in-interest to Cellco Partnership, dba Verizon Wireless, are parties to that certain Antenna Tower Collocation and Land Lease dated July 17, 2009 (the "**Agreement**"), pursuant to which Tenant leases from Landlord space on an existing tower structure and a portion of land space on the Property for the operation of a communications facility, together with the non-exclusive rights-of-way for ingress and egress and for utilities (collectively, the "**Premises**"), as more particularly defined and described in the Agreement.

C. Landlord and Tenant have agreed to amend the Agreement in order to modify Tenant's equipment on the Premises.

AGREEMENT

NOW, THEREFORE, in consideration of the facts contained in the Recitals above, the mutual covenants and conditions below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Equipment Modifications.** Landlord grants to Tenant the right to modify and add to the equipment (the **"Equipment Modifications"**) on the Premises as described and depicted in Exhibit "3" attached hereto and made a part hereof. Landlord hereby consents to and approves the alterations, additions and improvements described and depicted on Exhibit "3," including the Equipment Modifications. Landlord acknowledges and agrees that Tenant may install any and all conduits, cables, materials, equipment, and hardware to and among the Property and Premises necessary for the Equipment Modifications. As of the date of full execution of this Amendment, all references to the Premises in the Agreement shall be amended to include the Equipment Modifications.

2. **Exhibits "3."** Upon the full execution of the Amendment, Exhibit "3" shall supplement the exhibits to the Agreement. In the event of a conflict as to the Equipment Modifications between the exhibits to the Agreement and Exhibit "3", Exhibit "3" shall control.

3. Permitted Use. Paragraph 2(c) of the Agreement is hereby amended to delete the frequencies referenced therein and replace them with the following frequencies:

Call Sign	TX frequency MHZ	RX frequency MHZ
KNKN241	835-845, 846.5-849	880-890, 891.5-894
KNLH442	1885-1890	1965-1970
WQGB213	1720-1730	2120-2130
WQJQ694	746-757	776-787
WQVP219	N/A	2170-2180

The remaining portions of Paragraph 2(c) shall remain the same.

4. Continued Effect. Except as specifically modified by this Amendment, all of the terms and conditions of the Agreement (including, but not limited to, Paragraph 8 of the Agreement) shall remain in full force and effect. In the event of a conflict between any term and provision of the Agreement and this Amendment, the terms and provisions of this Amendment shall control. In addition, except as otherwise stated in this Amendment, all initially capitalized terms will have the same respective defined meaning stated in the Agreement. All captions are for reference purposes only and shall not be used in the construction or interpretation of this Amendment.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Amendment to be executed by each party's duly authorized representative effective as of the date last written below.

Landlord:

Carson City Airport Authority, a Quasi-municipal corporation, the manager for, **Carson City**, a consolidated municipality, existing under the laws of the State of Nevada

By: Michael Golden

Name: Michael Golden

Title: Airport Authority Chair

Date: September 18, 2019

Tenant:

Sacramento-Valley Limited Partnership, dba Verizon Wireless

By: AirTouch Cellular Inc.
Its: General Partner

By: Scott Stewart

Name: Scott Stewart

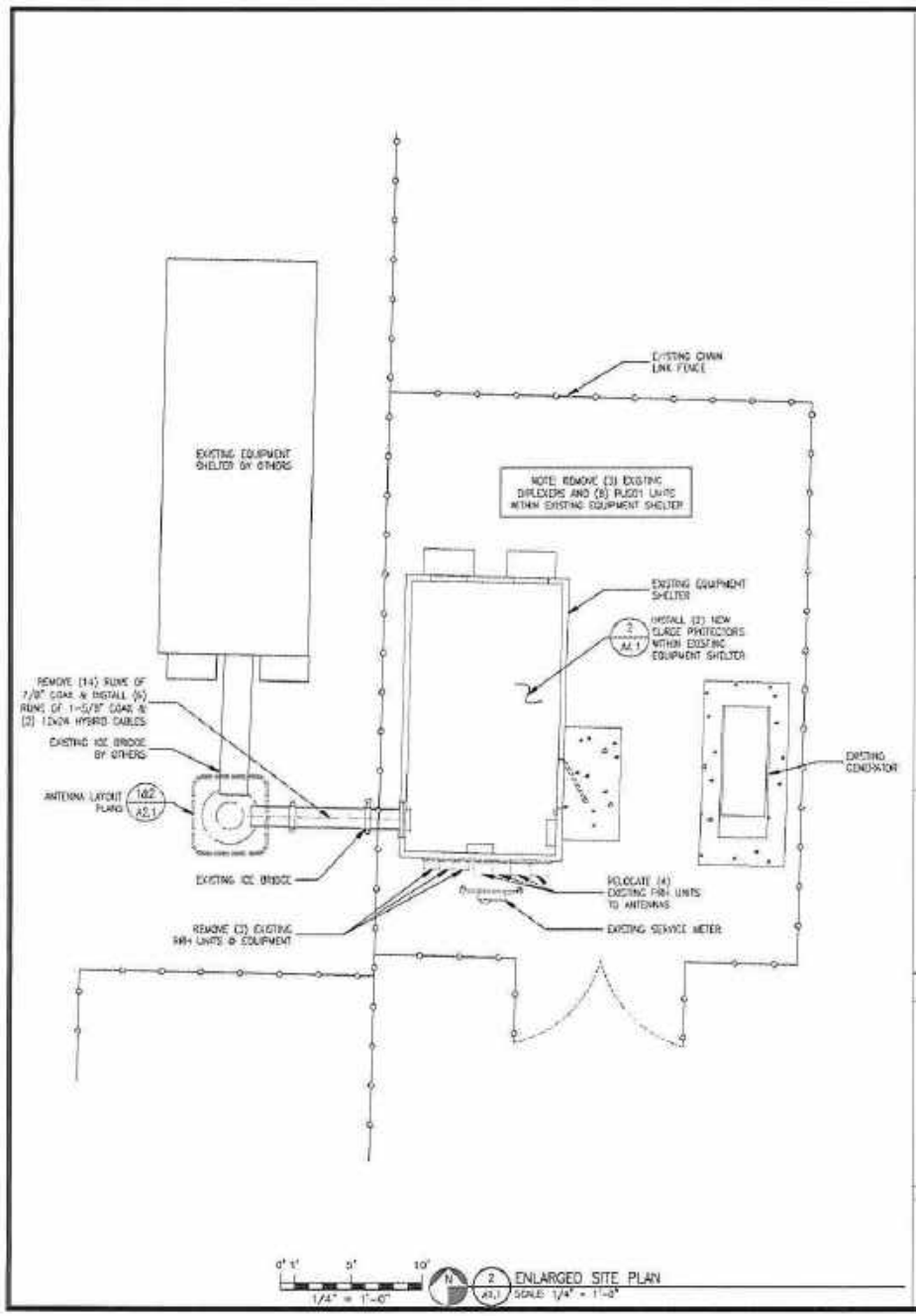
Its: Dir. Ntwk Field Engo

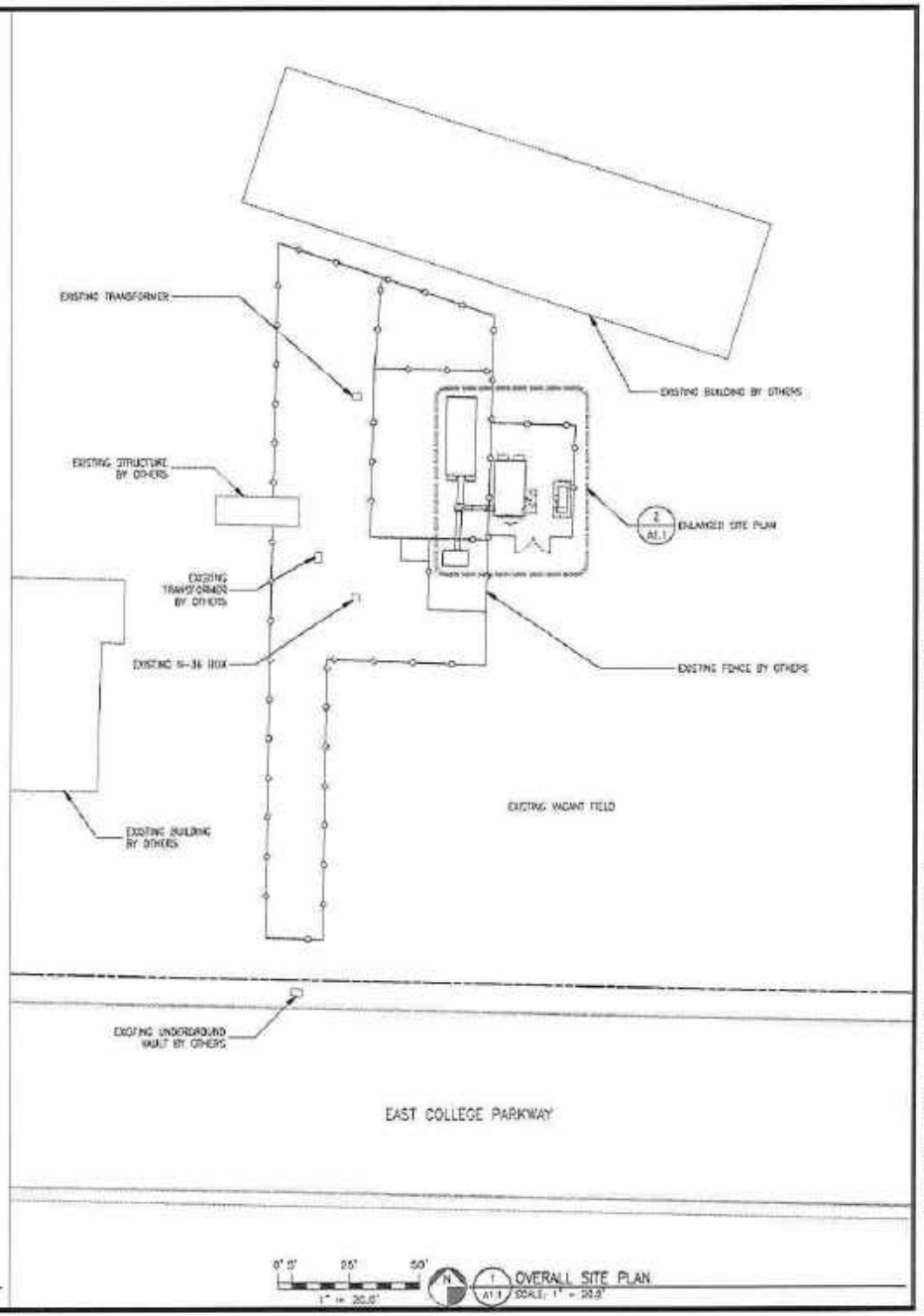
Date: 11/14/19

Exhibit "3"

Equipment Modifications

(to be attached)





Manuel S. Tsihlas, Architect

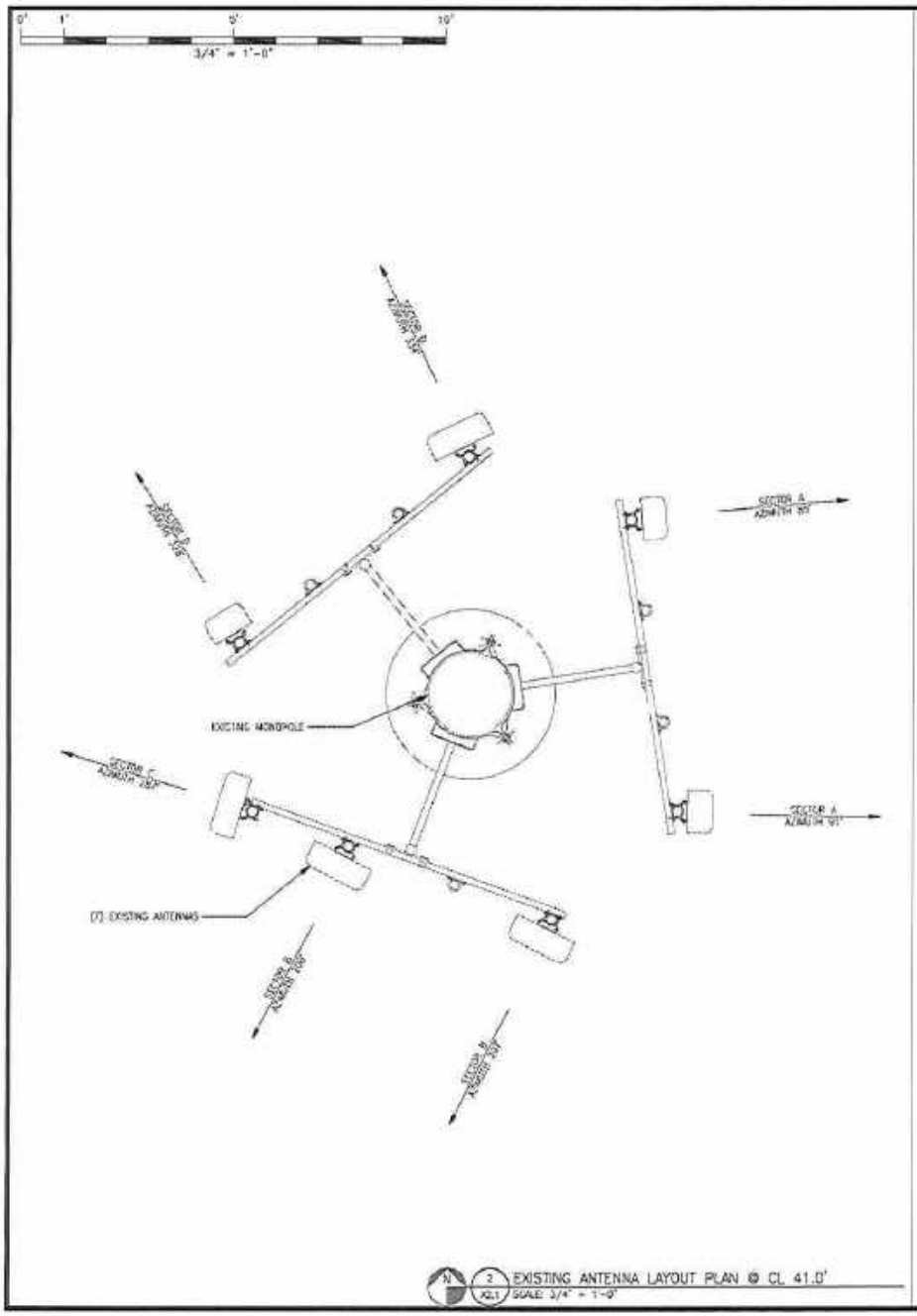
verizon

CARSON CITY AIRPORT
ARS 3 PROJECT
2600 EAST COLLEGE PARKWAY
CARSON CITY, NV 89706

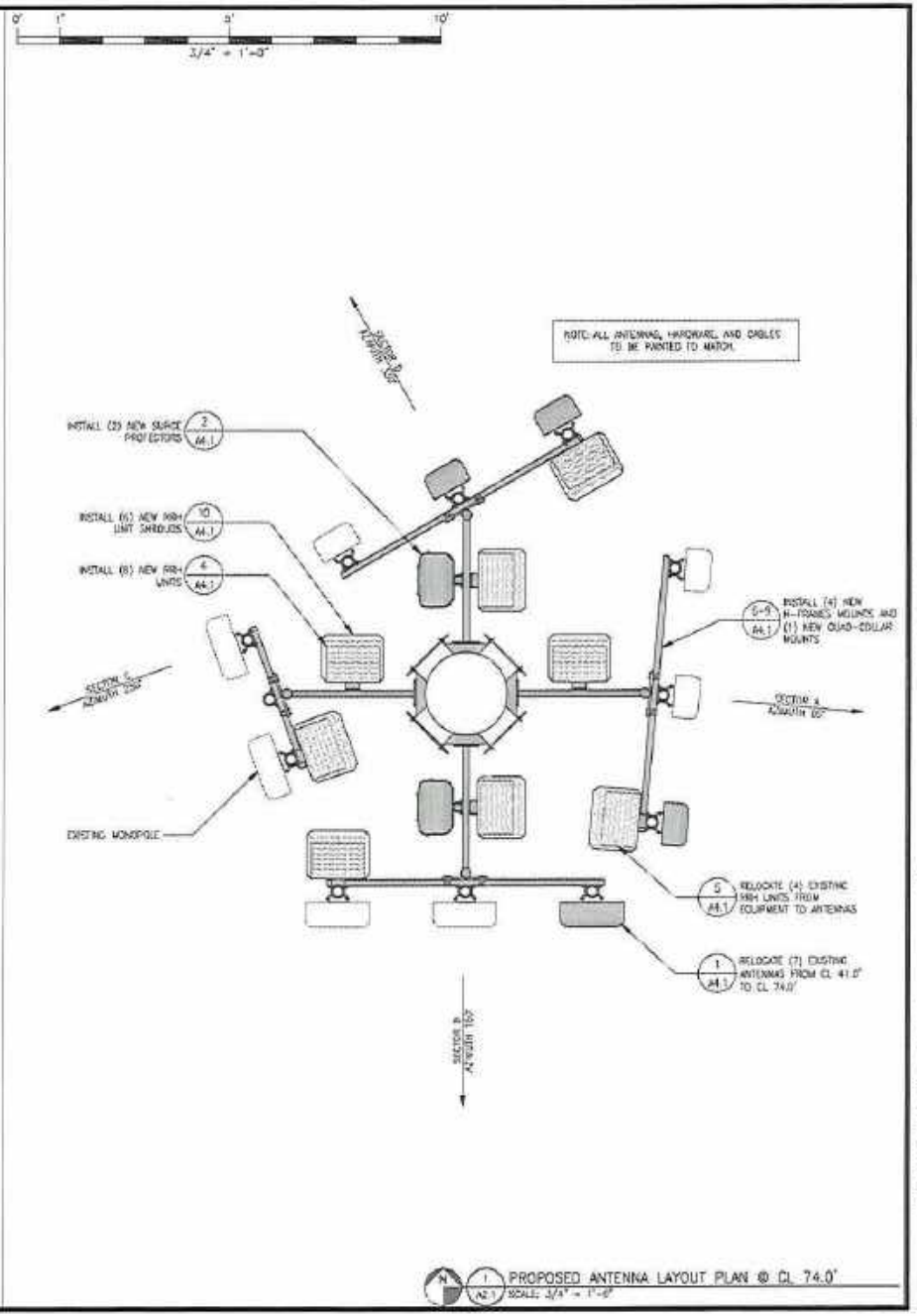
SHEET TITLE:
OVERALL SITE PLAN & ENLARGED SITE PLAN

Drawn By: MC
Checked By: MT

A1.1



2 EXISTING ANTENNA LAYOUT PLAN @ CL 41.0'
A2.1 SCALE: 3/4" = 1'-0"



1 PROPOSED ANTENNA LAYOUT PLAN @ CL 74.0'
A2.1 SCALE: 3/4" = 1'-0"

Manuel S. Tsihlas, Architect
CONSULTANTS

verizon

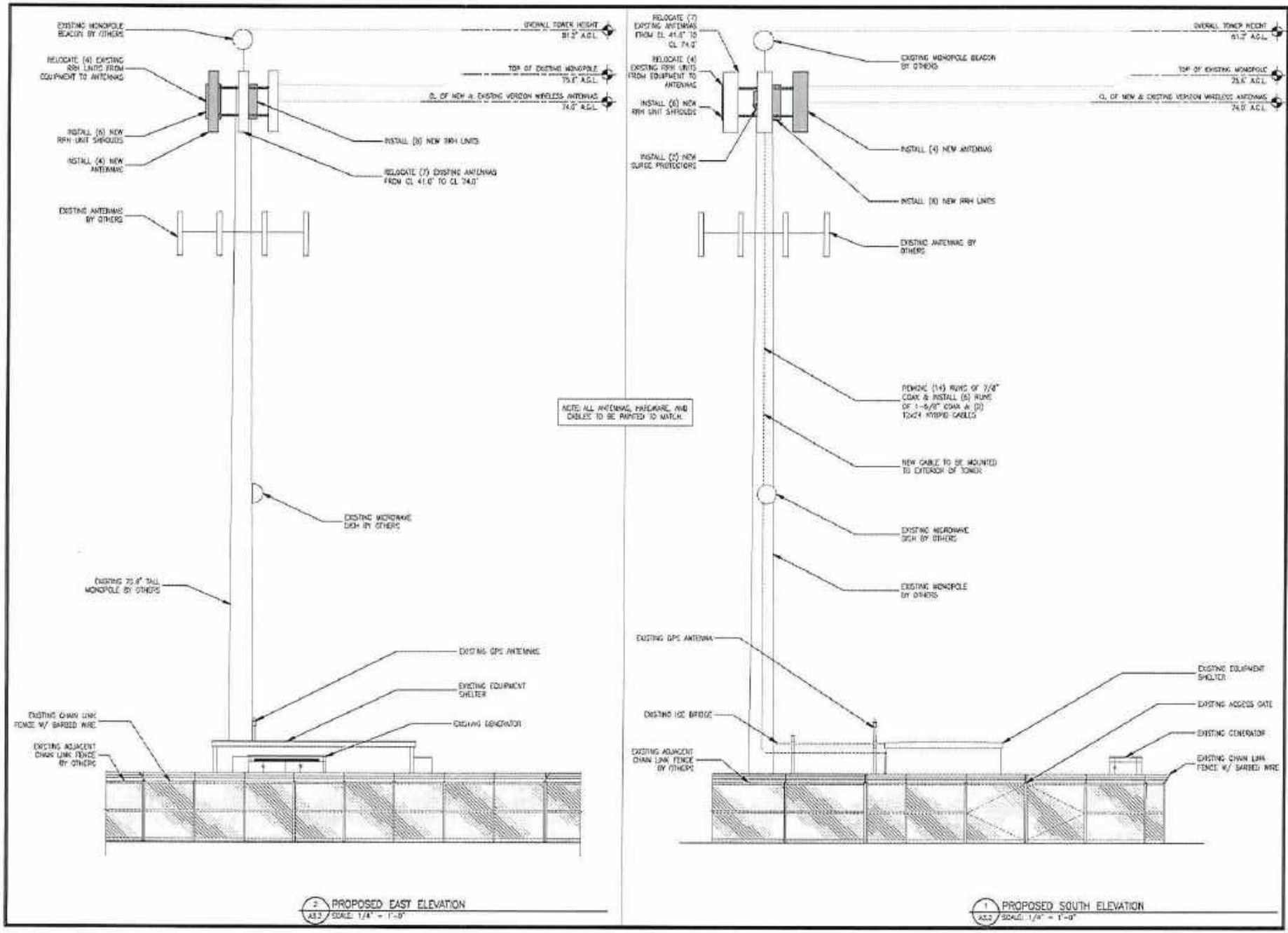
CARSON CITY AIRPORT
AMS 3 PROJECT
2600 EAST COLLEGE PARKWAY
CARSON CITY, NV 89706

SHEET TITLE: ENLARGED ANTENNA LAYOUT PLANS

Revisions:
Drawn By: ctc
Checked By: AR
Scale: as noted
Date: 12/04/2015

Job No. 122515

A2.1



Manuel S. Tsihlas, Architect
COMPLIANCE

verizon

CARSON CITY AIRPORT
MW 3 PROJECT
2600 EAST COLLEGE PARKWAY
CARSON CITY, NV 89706

SHEET TITLE: PROPOSED PROJECT ELEVATIONS

REVISIONS:
1 ---
2 ---
3 ---
4 ---
5 ---

Drawn By: CC
Checked By: MT
Scale: AS NOTED

A3.2

Site Name: Carson City Airport
Site Number:_____

ANTENNA TOWER COLLOCATION AND LAND LEASE

THIS ANTENNA TOWER COLLOCATION AND LAND LEASE ("Lease "), dated as of the date below, is entered into by **Carson City Airport Authority, a Quasi-municipal corporation,** the manager for, **Carson City, a consolidated municipality, existing under the laws of the State of Nevada,** with a Tax ID# of 88-004-1996, having its principal office at 2600 E. Graves Lane #6, Carson City, Nevada 89706 (hereinafter referred to as "Landlord"), and, **Cellco Partnership d/b/a Verizon Wireless**, with its principal offices located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (hereinafter referred to as "Tenant").

BACKGROUND

Landlord owns that certain plot, parcel or tract of land ("Property") and monopole antenna tower ("Tower"), together with all rights and privileges arising in connection therewith, located at 2600 E. Graves Lane, Carson City, Nevada 89706, identified as Assessors Parcel Number 005-011-01 and located in the Carson City, Carson County, State of Nevada, also known as the Carson City Airport (FAA identifier- CXP), (collectively "Property"). Tenant desires to use a portion of the Tower (monopole) and Property in connection with its federally licensed communications business, sufficient for placement of Communications Facility as defined below, together with easements for access and utilities, generally described and depicted in the attached Exhibit 2 (collectively referred to hereinafter as the "Premises"). Tenant's location on the Tower shall be centered at 39 feet, and shall not interfere with Landlord's and prior tenants' use of said Tower.

The parties agree as follows:

1. LEASE. (a) **Landlord** hereby leases to Tenant the Premises measuring approximately 30' x 40', or 1,200 square feet as contained in the legal description attached hereto as **Exhibit 1** (collectively, the "Premises"), together with use of the Tower for placement of Tenant's communications equipment, and with unrestricted surface access and access for installation of underground utilities for Tenant's use from the nearest public right-of-way along the Property.

(b) During the term of this Agreement, Tenant and its agents, engineers, surveyors and other representatives will have the right to enter upon the Property to inspect, examine, conduct soil borings, drainage testing, material sampling, and other geological or engineering tests or studies of the Property (collectively the "Tests"), to apply for and obtain licenses, permits, approvals, or other relief

required of or deemed necessary or appropriate at Tenant's sole discretion for its use of the Premises and include without limitation applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively referred to as "Governmental Approvals"), and otherwise to do those things on or off the Property that, in the opinion of Tenant, are necessary in Tenant's sole discretion to determine the physical condition of the Property, the environmental history of the Property, Landlord's title to the Property and the feasibility or suitability of the Property for Tenant's Permitted Use, all at Tenant's expense.

2. **PERMITTED USE.** (a) Tenant may use the Premises for the following: (i) transmission and reception of communications signals; (ii) to construct, install, operate, maintain, repair, replace, protect and secure its communication fixtures and related equipment upon the Airport monopole, along with such cables, accessories and improvements related thereto (collectively, the "Communication Facility"); including a non-exclusive right to use the Airport monopole tower as described in paragraph 2(b), along with any number of associated antennas, together with, an equipment shelter, fencing and any other accessories necessary to the successful and secure operation of the Communication Facility; and (iii) any activities related to the foregoing. Landlord and Tenant agree that **Exhibit 2** shows the initial installation of Tenant and that it does not limit Tenant's rights under this paragraph. Landlord's execution of this Agreement will signify Landlord's approval of **Exhibit 2**. Tenant has the right (i) to install and operate transmission cables from the equipment shelter to the antennas, electric lines from the main feed to the equipment shelter, and communication lines from the main entry point to the equipment shelter and (ii) to erect, construct or make Property improvements, alterations, or additions appropriate for Tenant's use ("Tenant Changes"). Tenant Changes include the right to construct and maintain a fence around the Premises or undertake any other appropriate means to restrict and secure access to the Premises. Tenant shall be responsible for all costs associated with Tenant's facility including but not limited to construction and maintenance.

(b) Tenant has a non-exclusive right to use the Tower so long as: (i) Tenant's use does not interfere with the use by other pre-existing Tenants and (ii) Tenant's use does not interfere with the Landlord's operation of the beacon, nor obstruct visibility of the beacon from aircraft.

(c) Tenant will operate Tenant facilities according to all applicable FCC and FAA rules and regulations and will be transmitting between 880-894, 1965-1970, 734-740, 746-757 MHz, Receiving between 835-849, 1885-1890, 704-710, 776-787 MHz with a typical power output between 20-40 watts per channel with a maximum of 100 watts per channel. Tenant also transmits and receives

signals in the 1900 MHz range and will notify Landlord of the exact frequencies to be used at this facility 45 days prior to Tenants use of these frequencies. Tenant shall not interfere with frequencies used by aviation, including but not limited to the range of 75 Mhz (Navaid/Marker Beacon) to 137 Mhz (VOR/VHF communication).

(d) Structural Analysis. Tenant understands that the Airport Tower is presently occupied by AT&T, Cricket and ClearWire, and will require a structural analysis to be performed in order to accommodate Tenant's antennas. Tenant shall incur all costs relating to the performance of the structural analysis and shall provide copies of any structural analysis and drawings, plans or specifications (1) to pre-existing users for their approval, and upon their approval (2) to Landlord for its review and approval. Landlord shall review all documents submitted within four weeks of its receipt of such documents and shall not unreasonably withhold or condition its approval. In the event that Tenant shall modify or add equipment to the tower with loading characteristics that differ from the approved structural analysis and installation, then Tenant shall obtain approval as set forth above. In the event that Tenant's modifications or additions are determined to require structural or other modifications to the tower, Tenant shall be responsible for the costs of all such modifications.

3. **INSTALLATIONS.** Tenant agrees to comply with all applicable governmental laws, rules, statutes and regulations, relating to its use of the Communication Facility on the Property. Tenant has the right to modify, supplement, replace, upgrade, expand the equipment, increase the number of antennas or relocate the Communication Facility within the Premises leased by Tenant at any time during the term of this Agreement. Any changes affecting structural loading of the monopole shall require prior review and approval by the Airport Engineer. Providing such approval is received, Tenant will be allowed to make such alterations to the Premises in order to accomplish Tenant's Changes or to insure that Tenant's Communication Facility complies with all applicable federal, state or local laws, rules or regulations. Approval by Landlord shall not be unreasonably withheld, conditioned or delayed.

4. **TERM.** (a) The initial lease term will be five (5) years ("Initial Term"), commencing upon the Commencement Date, as defined below.

(b) This Agreement will automatically renew for five (5) additional five (5) year Term(s) (the "Extension Term"), upon the same terms and conditions unless the Tenant notifies the Landlord in writing of Tenant's intention not to renew this Agreement at least ninety (90) days prior to the expiration of the existing Term.

(c) If Tenant remains in possession of the Premises after the termination or expiration of this Agreement then Tenant will be deemed to be occupying the Premises on a month to month basis (the "Holdover Term"), subject to the terms and conditions of this Agreement.

(d) The Initial Term, and the Extension Term and the Holdover Term are collectively referred to as the Term ("Term").

5. RENT. (a) This Lease shall be effective as of the date of execution by both parties. Commencing on the first day of the month ("Commencement Date") following the date that Tenant is granted a building permit by the governmental agency charged with issuing such permits, Tenant will pay the Landlord a monthly rental payment of Fifteen Hundred and no/100 dollars ($1,500.00) to Landlord, at the address set forth above and marked **Att: Airport Manager,** on or before the 5th day of each calendar month, in advance, or to such other person, firm or place as Landlord may from time to time, designate in writing at least thirty (30) days in advance of any due date, provided, however, commencing on July 1, 2009, until the Commencement Date, Tenant will pay the Landlord a monthly rental payment of Seven Hundred Fifty Dollars ($750.00) to Landlord.

Beginning with year two (2) of the initial term, and each year thereafter, including throughout any option terms exercised, the monthly rent will be increased by three percent (3%) over the previous year's rent.

(b) Tenant shall have the right to use a direct deposit system with regard to Rent payments. Landlord agrees to cooperate with Tenant in providing requisite information to Tenant for such direct deposit. The implementation of the direct deposit system shall be at Tenant's expense.

6. TERMINATION. This Agreement may be terminated, without penalty or further liability, as follows:

(a) by either party on thirty (30) days prior written notice, if the other party remains in default under Paragraph 15 of this Agreement after the applicable cure periods;

(b) by Tenant on sixty (60) days prior written notice, if Tenant is unable to obtain, maintain, or otherwise forfeits or cancels any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now and hereafter intended by Tenant; or if the Premises become unsuitable for Tenant's operation due to governmental regulations; or if Tenant determines in its sole discretion that the cost of obtaining or retaining the same is commercially unreasonable;

(c) by Tenant on sixty (60) days prior written notice, if Tenant determines in its sole discretion that Tenant's use of the Premises (as the same may have been modified from time to time) is no longer consistent with the optimal operation of Tenant's communications network based upon either technical or economic considerations in Tenant's sole discretion;

(d) by Tenant on sixty (60) days prior written notice, if Tenant determines that interference by or to Tenant's use of the Premises cannot be resolved to Tenant's satisfaction;

(e) by Tenant immediately upon notice, if destruction or damage to the Premises or the taking thereof (by partial condemnation or otherwise) is sufficient, in Tenant's reasonable judgment, to adversely affect Tenant's use of the Premises; or

(f) by Tenant immediately upon notice, if Tenant determines, in its sole discretion, due to the title results, survey [redacted] or Tests, that the condition of the Premises is unsatisfactory or Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of government action or intervention or third-party liability.

If this Agreement is terminated for any reason outlined in this paragraph, any prepaid rent will be refunded on a prorata basis.

7. **INSURANCE.** (a) Tenant will carry during the Term, at its own cost and expense, the following insurance: (i) "All Risk" property insurance for its property's replacement cost; (ii) commercial general liability insurance with a minimum limit of liability of $1,000,000 combined single limit for bodily injury or death/property damage arising out of any one occurrence; and (iii) Workers' Compensation Insurance as required by law.

(b) Tenant will name the Landlord, (both the **City of Carson City** and **Carson City Airport Authority** separately), as an additional insured under its commercial general liability policy. Tenant will require its insurance company to give at least thirty (30) days prior written notice of cancellation of the policy to the additional insured, except for cancellation for non-payment of premium, which notice will be ten (10) days.

(c) Notwithstanding anything in this Agreement, with respect to all loss, damage, or destruction to the insured party's property (including rental value and business interruption) occurring during the term of this Agreement, Landlord and Tenant hereby releases and waives all claims for negligence against the other party, and against each of the other party's employees, agents, officers, and directors. Landlord and Tenant will make a reasonable effort to include in their property insurance

policy or policies a waiver of subrogation provision whereby any such release does not adversely affect such policies or prejudice any right of the insured party to recover thereunder.

8. INTERFERENCE. (a) Where there are prior radio frequency user(s) on the Landlord's property, the Landlord will reasonably assist Tenant in obtaining a list of all prior radio frequency user(s) (and their frequencies) on the Property to allow Tenant to evaluate the potential for interference. Tenant warrants that its use of the Premises will not interfere with existing prior radio frequency user(s) on the Premises as long as the prior radio frequency user(s) operate and continue to operate within their lawful frequencies, and in accordance with all applicable laws and regulations. In the event Tenant causes interference to Landlord or other preexisting radio frequency users, Tenant shall cause such interference to cease upon not more than twenty-four (24) hour notice from Landlord or other preexisting user. In the event any such interference does not cease within the aforementioned cure period then the parties acknowledge that Landlord will suffer irreparable injury, and therefore, Landlord will have the right, in addition to any other rights that it may have at law or in equity, for Tenant's breach of this Agreement, to elect to enjoin such interference. Moreover, for any such uncured interference, Landlord may elect to terminate the Agreement upon at least five (5) days' prior written notice to Tenant.

(b) Landlord will notify Tenant in writing prior to granting any third party the right to install and operate communications equipment on the Property so that Tenant can evaluate and notify Landlord of any potential interference.

(c) Landlord will not use, nor will Landlord permit its employees, tenants, licensees, invitees or agents to use, any portion of the Premises in any way which interferes with the operations of Tenant or the rights of Tenant under this Agreement. Landlord will cause such interference to cease upon not more than twenty-four (24) hour notice from Tenant. In the event any such interference does not cease within the aforementioned cure period then the parties acknowledge that Tenant will suffer irreparable injury, and therefore, Tenant will have the right, in addition to any other rights that it may have at law or in equity, for Landlord's breach of this Agreement, to elect to enjoin such interference. Moreover, for any such uncured interference, Tenant may elect to terminate the Agreement upon at least five (5) days' prior written notice to Landlord.

9. INDEMNIFICATION. (a) Tenant agrees to indemnify, defend and hold Landlord harmless from and against any direct injury, loss, damage or liability (or any claims in respect of the

foregoing), costs or expenses (including reasonable attorneys' fees and court costs) resulting from the installation, use, maintenance, repair or removal of the Communication Facility or the breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, agents or independent contractors.

(b) Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all direct injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising from the actions or failure to act of Landlord or its employees or agents, or the breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Tenant, its employees, agents or independent contractors.

10. WARRANTIES. (a) Tenant and Landlord each acknowledge and represent that it is duly organized, validly existing and in good standing and has all rights, power and authority to enter into this Agreement and bind itself hereto through the party set forth as signatory for the party below.

(b) Landlord represents and warrants that: (i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license, unencumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, agreements of record or not of record, which would adversely affect Tenant's use and enjoyment of the Premises under this Agreement; (ii) as long as Tenant is not in default beyond any applicable notice, cure or grace periods, then Landlord grants to Tenant actual, quiet and peaceful use, enjoyment and possession of the Premises; (iii) its execution and performance of this Agreement will not violate any Laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on the Landlord;

11. ENVIRONMENTAL. (a) Landlord represents, warrants and agrees that: (i) the Property and its uses and operations complies with all local, state and federal statutes or regulations, or ordinances pertaining to the environment or natural resources ("Environmental Laws"); (ii) the Property has not been used or allowed to be used by Landlord or, to the best of Landlord's knowledge, by any previous owner, to emit through ground, water or air, refine, manufacture, generate, produce, store, contain, handle, transfer, process, treat, transport, or dispose of hazardous substances or hazardous wastes, products or pollutants, including without limitation asbestos, oil, petroleum products and their by-products, (collectively called "Hazardous Substance") as defined and regulated under any Environmental Laws; (iii) the Property has never been the subject of any federal or state Hazardous

Substance related list; (iv) the Property has never required closure or clean-up of Hazardous Substance; and (v) to the best of Landlord's knowledge, no asbestos, Polychlorinated Biphenyls or other Hazardous Substance exist or have existed on the Property.

(b) Tenant represents, warrants and agrees to conduct its activities on the Premises in compliance with all applicable Environmental Laws. Tenant will not use, generate, release, manufacture, refine, produce, store, or dispose of any Hazardous Substance on, under, or about the Premises, except for the use of sealed batteries for emergency back-up, any fire suppression system, propane/diesel/gasoline/HVAC system, and small quantities of cleaning products ordinarily used by commercial businesses. Tenant agrees to defend, indemnify and hold Landlord harmless from and against any and all direct liabilities, damages, losses, costs, assessments, penalties, fines, expenses and fees, including reasonable legal fees, that Landlord may suffer due to the existence or discovery of Hazardous Substance on the Property, or released into the environment, that are caused by Tenant's use of the Premises.

(c) The indemnifications of this Paragraph specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remedial, removal or restoration work required by any governmental authority. The provisions of this Paragraph will survive the expiration or termination of this Agreement.

12. ACCESS. Landlord will be permitted access to the Tenant's Premises: (i) for emergencies without prior notice to Tenant, so long as Tenant is notified as soon thereafter as reasonably practicable; and (ii) with reasonable prior notice to Tenant and accompanied by Tenant's authorized representative to make necessary repairs; in all cases provided that Tenant's equipment, technology and proprietary interests remain secure and the Communication Facility's operation is not adversely affected.

At all times throughout the term of this Agreement, and at no additional charge to Tenant, Landlord will provide, as further set forth in Exhibit 1, Tenant and its employees, agents, and subcontractors, with twenty-four hour, seven day access to and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. In the event any public utility is unable to use the access provided to Tenant then the Landlord hereby agrees to grant an additional access or easement either to Tenant or to the public utility, for the benefit of Tenant, at no cost to Tenant.

13. REMOVAL/RESTORATION. All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant, except structural changes to the tower approved by Landlord, will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of the Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of the Tenant and may be removed by Tenant at any time during the Term. Within one hundred twenty (120) days of the termination of this Agreement, Tenant will remove all such improvements. Footings, foundations, and concrete installed by Tenant will be removed to a depth of two feet below grade. Tenant will, to the extent reasonable, restore the Premises to its condition at the commencement of the Agreement, reasonable wear and tear and loss by casualty or other causes beyond Tenant's control excepted. Tenant will not be responsible for the replacement of any trees, shrubs, or other vegetation, nor will Tenant be required to remove from the Premises or the Property any underground utilities.

14. MAINTENANCE ; UTILITIES. (a) Tenant will, at Tenant's expense, keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair the Property and access thereto, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements.

(b) Tenant will be solely responsible for and promptly pay all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. Landlord will fully cooperate with any utility company requesting an easement over, under and across the Property in order for the utility company to provide service to the Tenant. All easements shall minimize the encumbrance upon Landlord's use of the Property, and the location shall be shown on **Exhibit 2**.

(c) Tower Maintenance. Landlord represents and warrants that its operation of the Tower, exclusive of Tenant's Communications Facilities, including the lighting system, meets and will be maintained in accordance with all applicable laws, rules and regulations, including, without limitation, rules and regulations of the Federal Communications Commission, Federal Aviation Administration and all applicable local codes and regulations. Landlord shall maintain its tower and related lighting system in good operating condition. The costs of maintaining the Tower shall be borne by Landlord with the exception of Tenant's Communications Facilities and except for damage to the

Tower caused by Tenant or Tenant's agents, employees, contractors or subcontractors, which shall be borne by Tenant. Tenant shall repair at Tenant's cost any such damage, within forty-eight (48) hours, and to the extent that such damage cannot be repaired within forty-eight (48) hours, Tenant shall make all efforts to begin such repair and finish such repair in a timely manner. Should Tenant fail to timely make repairs required by this Agreement, Landlord may, at Landlord's Option, make such repairs and Tenant shall promptly reimburse Landlord for its reasonable costs and expenses incurred in such repair.

15. DEFAULT AND RIGHT TO CURE. (a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such rent remains unpaid for more than thirty (30) days after receipt of written notice of such failure to pay from Landlord; or (ii) Tenant's failure to perform any other term or condition under this Agreement within forty-five (45) days after receipt of written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. Interference with Airport operations which shall be governed by the notice terms of Paragraph 8, and failure to correct under said term shall constitute breach and termination of the Agreement.

(b) The following will be deemed a default by Landlord and a breach of this Agreement. Landlord's failure to perform any term or condition under this Agreement within forty-five (45) days after receipt of written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord.

16. ASSIGNMENT/SUBLEASE. (a) Landlord may assign this Agreement provided said assignee will assume, recognize and also become responsible to Tenant for, the performance of all of the terms and conditions to be performed by Landlord under this Agreement.

(b) Tenant may assign this Agreement, in whole or in part, without any approval or consent of the Landlord, to the Tenant's principal, affiliates, subsidiaries of its principal, or to any entity which acquires all or substantially all of Tenant's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or

other business reorganization. Further, the Tenant will have the right to sell, assign, or transfer this Agreement only upon approval or consent of the Landlord.

17. NOTICES All notices, requests, demands and communications hereunder will be given by first class, certified or registered mail, return receipt requested, or by a recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notice will be addressed to the parties at the addresses set forth below:

Tenant:	Cellco Partnership dba Verizon Wireless 180 Washington Valley Road Bedminster, New Jersey 07921 Attention: Network Real Estate Telephone: (866) 862-4404	Landlord:	Airport Manager Carson City Airport 2600 E. Graves Lane # 6 Carson City, Nevada 89706 Telephone: (775) 841-2255

Either party hereto may change the place for the giving of notice to it by written notice to the other as provided herein.

18. SEVERABILITY. If any term or condition of this Agreement is found unenforceable, the remaining terms and conditions will remain binding upon the parties as though said unenforceable provision were not contained herein. However, if the invalid, illegal or unenforceable provision materially affects this Agreement then the Agreement may be terminated by either party on ten (10) days prior written notice to the other party hereto.

19. TAXES. Tenant will pay all personal property taxes assessed on, or any portion of such taxes attributable to, the Communication Facility. Tenant, upon presentation of sufficient and proper documentation, will pay, within thirty (30) days, any increase in real property taxes levied against the Property (excluding any additional taxes that relate to the period prior to the Commencement Date, i.e., rollback taxes) which is directly attributable to Tenant's use of the Property, provided Tenant will be entitled to appeal any such increase payable by it. Landlord agrees that it will cooperate with an appeal of such taxes and will promptly pay when due all real estate taxes levied against the Property.

20. CONDEMNATION. In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within forty-eight (48) hours. If a condemning authority takes all of the Property, or a portion sufficient, in

Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will be entitled to share in the condemnation proceeds in proportion to the values of their respective interests in the Property, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid rent, and business dislocation expenses. Tenant will be entitled to reimbursement for any prepaid Rent.

21. CASUALTY. Landlord will provide notice to Tenant of any casualty affecting the Property within forty-eight hours of the casualty. If any part of the Communication Facility or Property is damaged by fire or other casualty so as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to the Landlord, which termination will be effective as of the date of such damage or destruction. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent.

22. BROKER FEES. Tenant and Landlord each acknowledges and represents to the other that no broker or other person was used by it in connection with this transaction. If any claims, actions or proceedings are brought against either party ("Indemnitee") by reason of any broker, finder or other person claiming to have dealt with the other party ("Indemnitor") in connection with this transaction and/or the Premises, then the Indemnitor hereby agrees to indemnify, hold harmless and defend the Indemnitee from and against all liabilities arising from such claims, and all reasonable costs and expenses incurred in connection therewith (including, without limitation, reasonable legal fees and disbursements). The provisions of this Article will survive the termination of this Agreement.

23. WAIVER OF LANDLORD'S LIENS. Tenant hereby acknowledges that Landlord is a governmental agency and thus cannot and does not by this agreement, waive any lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law, and Landlord hereby consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent, except removal which shall damage the tower itself.

24. MISCELLANEOUS. (a) Amendment; Waiver. This Agreement cannot be amended, modified or revised unless done in writing and signed by an authorized agent of the Landlord and an authorized agent of the Tenant. No provision may be waived except in a writing signed by both parties.

(b) Short Form Lease. Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Lease. Either party may record this memorandum at any time, in its absolute discretion.

(c) Bind And Benefit. The terms and conditions contained in this Agreement will run with the Property and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(d) Entire Agreement. This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements.

(e) Governing Law. This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

(f) Interpretation. Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of the Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable, and (vi) reference to a default will take into consideration any applicable notice, grace and cure periods.

(g) Estoppel. Either party will, at any time upon at least thirty (30) days prior written notice from the other, execute, acknowledge and deliver to the other a statement in writing (i) certifying that this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying this Agreement, as so modified, is in full force and effect) and the date to which the rent and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to such party's actual knowledge, any uncured defaults on the part of the other party hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any

prospective purchaser or encumbrancer of the Premises. Failure to deliver such a statement within such time will be conclusive upon the requesting party that (i) this Agreement is in full force and effect, without modification except as may be properly represented by the requesting party, (ii) there are no uncured defaults in either party's performance, and (iii) no more than one month's rent has been paid in advance.

(h) Attorney's Fees. If suit or action is instituted in connection with any controversy arising out of this Agreement or to enforce any of the obligations set forth herein, the prevailing party shall be entitled to recover such sums as the court may judge reasonable as attorneys' and expert witness' fees, including such fees on any appeal.

(i) No Option. The submission of this Agreement for examination or consideration does not constitute a reservation of or option for the Premises. This Agreement will become effective as an Agreement only upon the legal execution, acknowledgment and delivery hereof by Landlord and Tenant.

DATE: 17, July 2009

WITNESSES:

"LANDLORD"

Carson City Airport Authority,
a Quasi-municipal corporation,
the manager for,
Carson City,
a consolidated municipality,
existing under the laws of the State of Nevada

By: _____
Steve Lewis
Its: Chairman

"TENANT"

Cellco Partnership d/b/a Verizon Wireless

By: _____
Name: Walter L. Jones, Jr.
Title: Area Vice President Network
Date: 7/9/09

CARSON CITY

Approved by the Board of Supervisors this 6th of August, 2009.

ROBERT L. CROWELL, Mayor

ATTEST:

ALAN GLOVER, Clerk/Recorder

CITY'S LEGAL COUNSEL
Approved as to form

DISTRICT ATTORNEY

AIRPORT COUNSEL
Approved as to form.

State of California)
)
County of Orange)

On 7/9/09, 20__, before me, Sandra J Rojas, Notary Public, personally appeared Walter L. Jones, Jr., who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

SANDRA J. ROJAS
COMM. # 1681961
NOTARY PUBLIC - CALIFORNIA
ORANGE COUNTY
MY COMM. EXP. JULY 17, 2010

Place Notary Seal Above

EXHIBIT 1

Legal Description of Leased Premises

INITIALS
Tenant:_____
Landlord:_____

VERIZON WIRELESS
CARSON CITY AIRPORT
LEASE AREA DESCRIPTION

All that certain lease area being located in the City of Carson City, State of Nevada, and being a portion of the SE 1/4 of Section 4, Township 15 North, Range 20 East, M.D.B.& M., being more particularly described as follows:

Commencing at a standard monument in box set in the intersection of Lompa Lane and College Parkway from which a similar monument bears North 78°36'55" West 126.52 feet; thence from said point of commencement North 81°30'39" East 757.08 feet more or less to the Southeast fence corner post of an existing chain link fence surrounding an existing communications facility; thence North 01°25'15" East 1.42 along the East fenceline of said facility to the True Point of Beginning; thence from said point of beginning North 01°25'15" East 40.00 feet along the East fenceline of said facility; thence leaving said East fenceline South 88°34'45" East 30.00 feet; thence South 01°25'15" West 40.00 feet; thence North 88°34'45" West 30.00 feet to the point of beginning.

Together with an easement for access and utility purposes fifteen feet in width the centerline of which is described as follows; beginning at the midpoint on the South boundary of the above described lease area and running thence South 34.80 feet; thence West 61.70 feet to a point hereafter defined as Point "A"; thence continuing West 20.47 feet; thence South 121.7 feet more or less to the public right of way.

Also together with an easement for utility purposes six feet in width the centerline of which is described as follows: beginning at Point "A" as previously defined and running thence North 27.44 feet to a point hereafter defined as Point "B"; thence continuing North 60.7 feet more or less to the existing transformer.

Also together with an easement for utility purposes six feet in width the centerline of which is described as follows: beginning at Point "B" as previously defined and running thence West 16 feet more or less to the existing telephone utility box.

Also together with an easement for utility purposes three feet in width the centerline of which is described as follows: beginning at a point which bears North 01°25'15" East 9.63 feet from the Southwest corner of the above described lease area and running thence West 9.5 feet more or less to the existing monopole tower; thence up, over and upon said tower as is necessary to install, operate and maintain necessary communications equipment.

INITIAL

EXHIBIT 2

SITE PLAN- Description of Facilities- Initial Installation

INITIALS
Tenant:_____
Landlord:_____

GENERAL NOTES

1. DRAWINGS ARE NOT TO BE SCALED. WRITTEN DIMENSIONS SHALL GOVERN. THE SET OF PLANS IS INTENDED TO BE USED FOR DIMENSIONAL PURPOSES ONLY, UNLESS NOTED OTHERWISE. THE GENERAL CONTRACTOR'S SCOPE OF WORK SHALL INCLUDE FURNISHING ALL MATERIALS, EQUIPMENT, LABOR AND INCIDENTALS (INCLUDING MISCELLANEOUS) TO COMPLETE INSTALLATIONS AS DESCRIBED HEREIN.

2. PRIOR TO THE SUBMISSION OF BIDS, THE CONTRACTOR AND/OR HIS SUB SHALL VISIT THE JOB SITE AND FAMILIARIZE THEMSELVES WITH ALL CONDITIONS AFFECTING THE PROPOSED PROJECT WITHIN CONSTRUCTION AND CONTRACT DOCUMENTS. IT IS CONSIDERED THAT THE CONTRACTOR HAS SATISFIED HIMSELF AS TO THE NATURE AND LOCATION OF THE WORK, THE CHARACTER, QUALITY AND QUANTITY OF MATERIALS, AND THE DIFFICULTIES AND FACILITIES ESSENTIAL FOR PERFORMING AND COMPLETING THE WORK. ANY ERRORS, OMISSIONS OR DISCREPANCIES ARE TO BE BROUGHT TO THE ATTENTION OF THE ARCHITECT/ENGINEER.

3. THE GENERAL CONTRACTOR SHALL NOTIFY THE BUILDING DEPARTMENT AND OBTAIN ALL PERMITS AND APPROVALS REQUIRED FOR THE CONSTRUCTION PRIOR TO STARTING WORK OR ANY OTHER ACTIVITY REQUIRED BY THE CONSTRUCTION DOCUMENTS/CONTRACT DOCUMENTS.

4. THE CONTRACTOR SHALL SUPERVISE AND DIRECT THE PROJECT DESCRIBED HEREIN. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES AND PROCEDURES AND FOR COORDINATING ALL PORTIONS OF THE WORK UNDER THE CONTRACT.

5. THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS ACCORDING TO MANUFACTURER'S/VENDOR'S SPECIFICATIONS UNLESS NOTED OTHERWISE ON PLANS, LOCAL CODES OR ORDINANCES TAKE PRECEDENCE.

6. ALL WORK PERFORMED ON PROJECT AND MATERIALS INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS AND ORDINANCES. CONTRACTOR SHALL GIVE ALL NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES, REGULATIONS, AND LAWFUL ORDERS OF ANY PUBLIC AUTHORITY BEARING ON PERFORMANCE OF THE WORK. OBTAIN AND PAY FOR ANY STATE AND LOCAL PERMITS REQUIRED FOR THE PERFORMANCE OF THE WORK.

7. GENERAL CONTRACTOR SHALL MAINTAIN AT THE PROJECT SITE A FULL SET OF CONSTRUCTION DOCUMENTS UPDATED WITH ALL LATEST REVISIONS AND ADDENDUMS OR CLARIFICATIONS FOR THE USE BY ALL PERSONNEL INVOLVED WITH THE PROJECT.

8. THE SPECIFICATIONS CONTAINED IN THIS PROJECT SPECIFICATION ARE NOT TO BE ALTERED BY THE CONTRACTOR WITHOUT UNLESS NOTED OTHERWISE.

9. DETAILS SHOWN ARE INTENDED TO SHOW END RESULT OF DESIGN. MINOR MODIFICATIONS MAY BE REQUIRED TO SUIT JOB CONDITIONS OR DETAILERS, AND SUCH MODIFICATIONS SHALL BE INCLUDED AS PART OF THE WORK OF THIS.

10. SEAL PENETRATIONS THROUGH FIRE-RATED AREAS WITH U.L. LISTED OR FM APPROVED MATERIALS & METHODS IDENTICAL TO THOSE USED IN TESTED ASSEMBLY.

11. THE CONTRACTOR SHALL MAKE NECESSARY PROVISIONS TO PROTECT EXISTING IMPROVEMENTS, EQUIPMENTS, PAVING, CURBING, ETC. DURING CONSTRUCTION UPON COMPLETION OF WORK, CONTRACTOR SHALL REPAIR ANY DAMAGE THAT MAY OCCURRED DUE TO THE CONSTRUCTION ON OR WHOLE THE PROPERTY.

12. CONTRACTOR SHALL SET UP A FIRST CLASS WORK AREA & SITE CLEAN AND GUARD THAT DURING CONSTRUCTION AND DISPOSE OF ALL UNUSABLE DEBRIS, TRASH AND REMOVE EQUIPMENT NOT SPECIFIED AS TO REMAIN ON THE PROPERTY. PREMISES SHALL BE LEFT IN CLEAN CONDITION AND FREE FROM MINOR SPOTS, DUST, OR SMUDGES OF ANY NATURE.

13. THE ARCHITECT/ENGINEER HAVE MADE EVERY EFFORT TO SET FORTH IN THE CONSTRUCTION AND CONTRACT DOCUMENTS THE COMPLETE SCOPE OF WORK. CONTRACTORS BIDDING THE JOB ARE NEVERTHELESS CAUTIONED THAT MINOR OMISSIONS OR ERRORS IN THE DRAWINGS AND OR SPECIFICATIONS SHALL NOT EXCUSE SAID CONTRACTOR FROM COMPLETING THE PROJECT AND SATISFACTORILY IN ACCORDANCE WITH THE INTENT OF THE SPECIFICATIONS. THE BIDDER SHALL HAVE THE RESPONSIBILITY OF NOTIFYING THE ARCHITECT/ENGINEER OF ANY CONFLICTS, ERRORS OR OMISSIONS PRIOR TO THE SUBMISSION OF CONTRACTOR'S PROPOSAL. IN THE EVENT OF DISCREPANCIES, THE CONTRACTOR SHALL ASSUME THE MORE COSTLY OR LESSENING WORK UNLESS DIRECTED OTHERWISE.

DIRECTIONS

FROM VERIZON OFFICE @ 255 PARKSHORE DRIVE, FOLSOM, CA 95630:

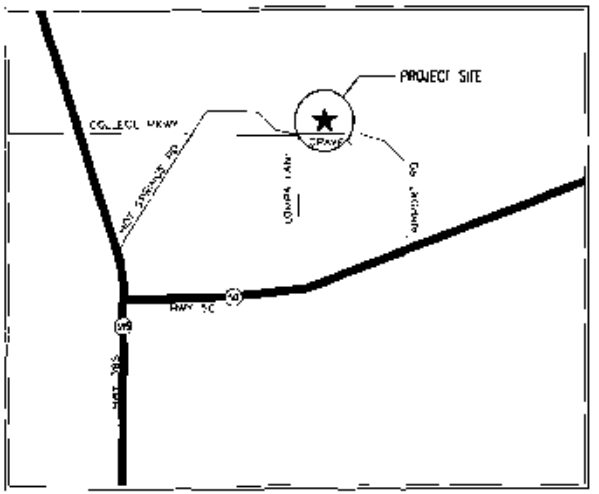
1. START HEAD SOUTH WEST ON PARKSHORE DR TOWARD EXECUTIVE PKWY
2. TURN LEFT ONTO COLLEGE PKWY
3. TURN RIGHT ONTO HWY 50 W/US-50 W
4. TURN RIGHT ONTO SILVER ST
5. CONTINUE TO FOLLOW MINDEN-GARDNERVILLE HWY
6. MERGE ONTO US-50 E TOWARD SOUTH LAKE TAHOE
7. TURN RIGHT ONTO PONTE RD
8. TURN RIGHT ONTO JOHN DOYLE DR/US-50 CONTINUE TO FOLLOW US 50 E
9. TURN LEFT ONTO HWY 395
10. RIGHT ONTO GRAVES LANE
11. END AT 2600 GRAVES LANE, CARSON CITY, NV

verizon WIRELESS

255 PARKSHORE DRIVE, FOLSOM, CA 95630

CARSON CITY AIRPORT

2600 GRAVES LANE
CARSON CITY, NV 89706
APN: 005-011-01
PROJECT #: 2007222079
LOCATION #: 178275



CARSON CITY, NV

LOCATION PLAN

PROJECT DIRECTORY

APPLICANT: O'CONNOR FREEMAN & ASSOC. 325 WEST WALNUT STREET, SUITE 201 GARDENA, CA 90248 P: 310-441-5742 F: 310-441-5743	**OWNER:** VERIZON WIRELESS 255 PARKSHORE DRIVE FOLSOM, CA 95630
CONSTRUCTION MANAGER: DALEN HEWITT COMPLETE WIRELESS CONSULTING 2009 V STREET SACRAMENTO, CA 95818 P: 916-217-7111	**LANDLORD:** CARSON CITY AIRPORT AUTHORITY 2600 E. SAHARA LANE, #E CARSON CITY, NV 89706 P: (775) 887-2230

APPROVALS

LEASING		DATE:
ZONING		DATE:
RF ENGINEER		DATE:
CONSTRUCTION		DATE:
EQUIPMENT ENGINEER		DATE:
OWNER		DATE:

PROJECT SUMMARY

PROPERTY INFORMATION	
LAT	39° 11' 29.73" NAD 83
LONG	-119° 44' 24.29" NAD 83
LAT	39° 11' 27.35" NAD 27
LONG	-119° 44' 23.51" NAD 27
ASSESSOR'S PARCEL NUMBER:	005-011-01
JURISDICTION:	CARSON CITY
ZONING:	I-2 (HIGH HAZARD CONTAINMENT SAFETY) - CONFIRM
TYPE OF CONSTRUCTION:	TYPE V B
FLOOD:	N/A

CODE COMPLIANCE

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THESE CODES:

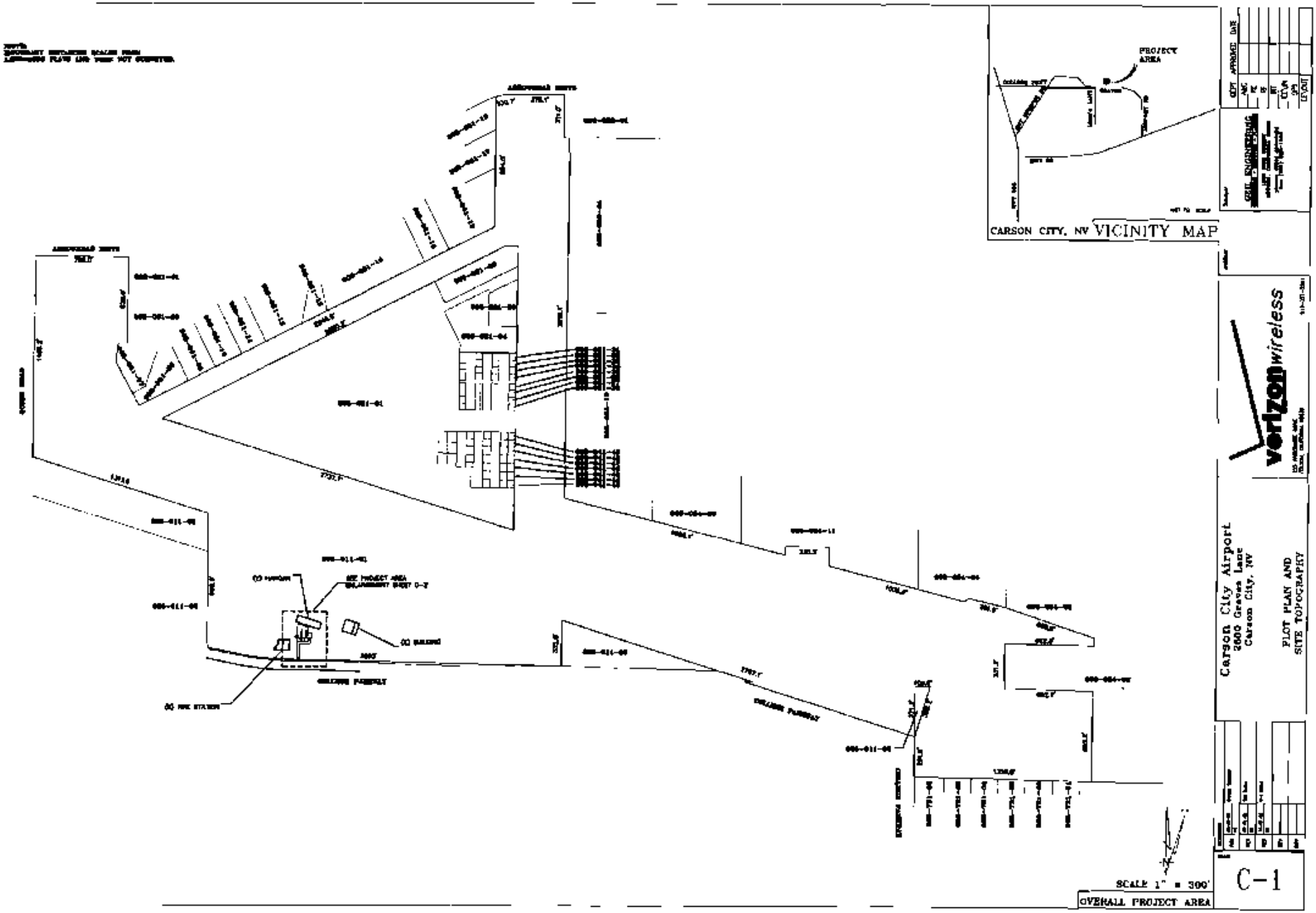
1. INTERNATIONAL BUILDING CODE 2006 EDITION
2. INTERNATIONAL RESIDENTIAL CODE 2006 EDITION
3. INTERNATIONAL EXISTING BUILDING CODE 2006 EDITION
4. UNIFORM MECHANICAL CODE 2006 EDITION
5. UNIFORM PLUMBING CODE 2006 EDITION
6. NATIONAL ELECTRIC CODE 2005 EDITION
7. INTERNATIONAL FIRE CODE 2003 EDITION

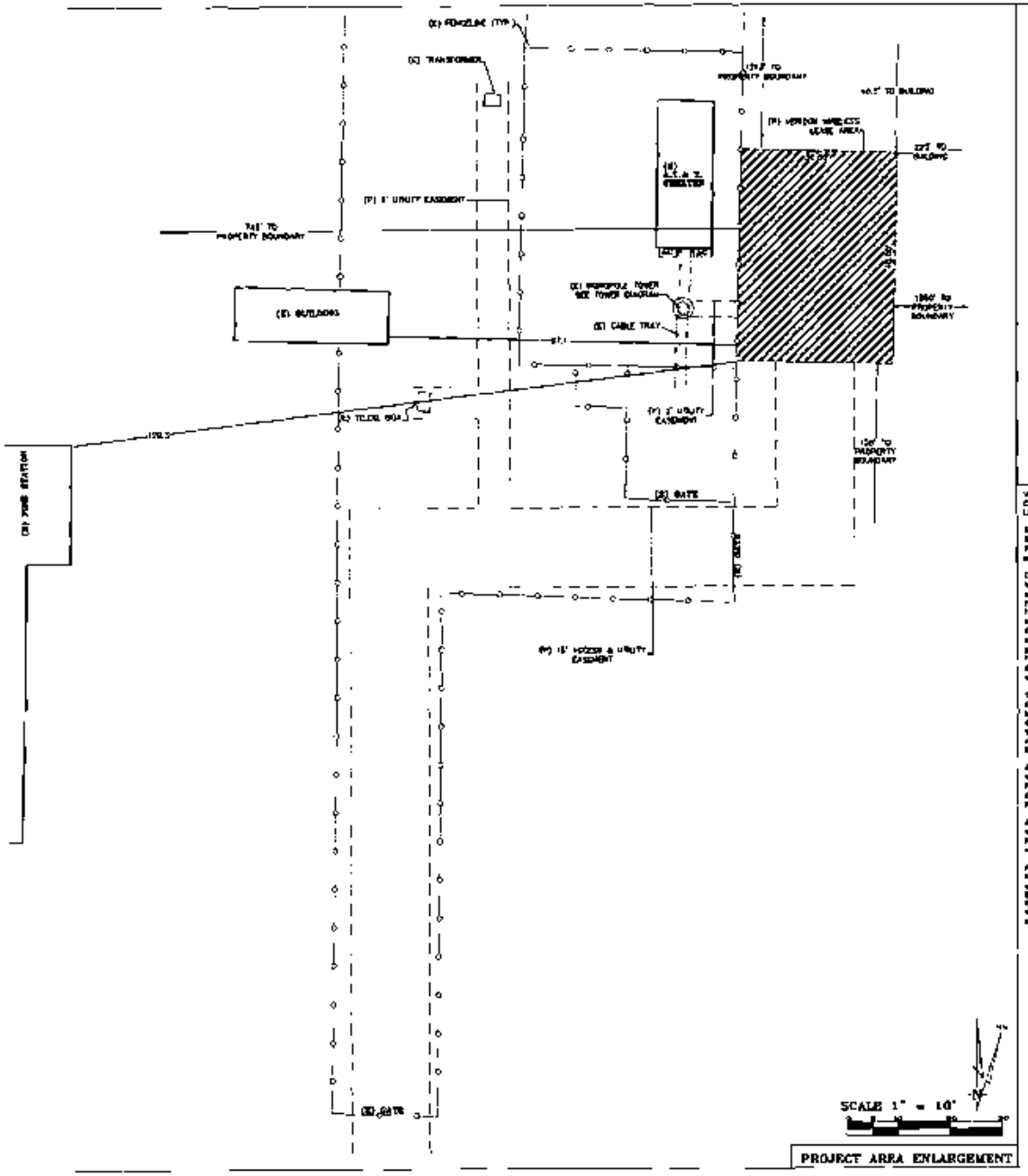
ACCESSIBILITY REQUIREMENTS

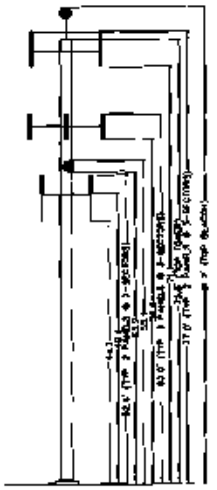
THIS FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. HANDICAPPED ACCESS REQUIREMENTS ARE NOT REQUIRED IN ACCORDANCE WITH THE 2006 INTERNATIONAL BUILDING CODE

PROJECT DESCRIPTION

PROPOSED VERIZON WIRELESS TELECOMMUNICATIONS FACILITY ON A 30'-0" x 40'-0" FENCED LEASE AREA INCLUDING 12' 0"x20'-0" EQUIPMENT SHELTER, STANDBY DIESEL GENERATOR W/ 210 GALLON FUEL TANK, (3) PANEL ANTENNAS AT 110' RAD CENTER, (6) RRU'S, (3) RAYCAP SURGE ARRESTORS, (3) OVP-32 SURGE PROTECTORS, (3) 6' DIRECTIONAL ANTENNAS AT 110' RAD CENTER, (3) 6' OMNI ANTENNAS AT 110' RAD CENTER, (3) PROPOSED 20' DIAMETER MICROWAVE DISHES


PROJECT AREA
CARSON CITY, NV VICINITY MAP
verizon wireless
Carson City Airport
2600 Graves Lane
Carson City, NV
PLOT PLAN AND
SITE TOPOGRAPHY
SCALE 1" = 300'
OVERALL PROJECT AREA
C-1





TOWER DIAGRAM

VERIZON WIRELESS
CARSON CITY AIRPORT
LEASE AREA DESCRIPTION

All that certain lease area being located in the City of Carson City, State of Nevada, and being a portion of the SE 1/4 of Section 4, Township 15 North, Range 20 East, M.D.B.&M., being more particularly described as follows:

Commencing at a standard Witnesspost in the intersection of Lompa Lane and College Parkway from which a similar monument bears North 76°58'38" West 1,196.32 feet; thence from said point of commencement North 81°39'26" East 197.49 feet more or less to the Southwest lease corner post of an existing chain link fence surrounding an existing communications facility; thence North 01°59'19" East 1.43 along the East boundary of said facility to the true Point of Beginning; thence from said point of beginning North 01°25'19" East 40.00 feet along the East boundary of said facility; thence leaving said East boundary South 88°34'41" East 60.00 feet; thence South 01°59'19" West 40.00 feet; thence North 88°34'41" West 30.00 feet to the point of beginning.

Together with an easement for access and utility purposes 60feet in width the centerline of which is described as follows:

Beginning at the intersection of the South boundary of the above described lease area and existing Graves South 34.80 feet; thence West 81.30 feet to a point hereinafter referred to as Point "A"; thence continuing West 20.43 feet; thence South 188.7 feet more or less to the public right of way.

Also together with an easement for utility purposes 60 feet in width the centerline of which is described as follows: beginning at Point "A" as previously defined and running thence North 87.44 feet to a point hereinafter referred as Point "B"; thence continuing North 88.7 feet more or less to the existing transformer.

Also together with an easement for utility purposes 60 feet in width the centerline of which is described as follows: beginning at a point which bears North 04°25'49" East 6.65 feet from the Southwest corner of the above described lease area and running thence West 60 feet more or less to the existing monopole tower. Excepting any other land within said lease as is necessary to install, operate and maintain necessary communications equipment.

DATE OF SURVEY: 08-14-08

SURVEYED BY OR UNDER DIRECTION OF: KENNETH D. ECK, PLS 13288

LOCATED IN CARSON CITY, STATE OF NEVADA

BEARINGS SHOWN ARE HELD UPON MONUMENTS FOUND AND RECORD INFORMATION, THIS IS NOT A BOUNDARY SURVEY.

ELEVATIONS SHOWN ON THIS PLAN ARE BASED UPON U.S.G.S. NGVD 29 DATUM

N.A.V.D. 1988 CONVERSION SUBTRACT 2.65' FROM ELEVATIONS SHOWN.

CONTOUR INTERVAL: N/A

THE LATITUDE AND LONGITUDE WERE DETERMINED USING TRIMBLE PATHFINDER PRO XL G.P.S. AND STERLING PATHFINDER DIFFERENTIAL CORRECTION SOFTWARE AT THE LOCATION SHOWN HEREON.

LAT.: N 39°11'36.73" NAD83 LAT.: N 39°11'37.89" NAD27
LONG.: W 119°44'54.22" NAD83 LONG.: W 119°44'54.67" NAD27

GPS SURVEY MEETS OR EXCEEDS FAA 1A ACCURACY TOLERANCES.

SITE NAME: CARSON CITY AIRPORT

SITE ADDRESS: 2600 GRAVES LANE
CARSON CITY, NV 89706

ASSESSOR'S PARCEL NUMBER 008-011-01

CURRENT ZONING: N/A

OWNER(S): CARSON CITY AIRPORT AUTHORITY

SITE CONTACT: DARREN BEARY
(916)-212-3511

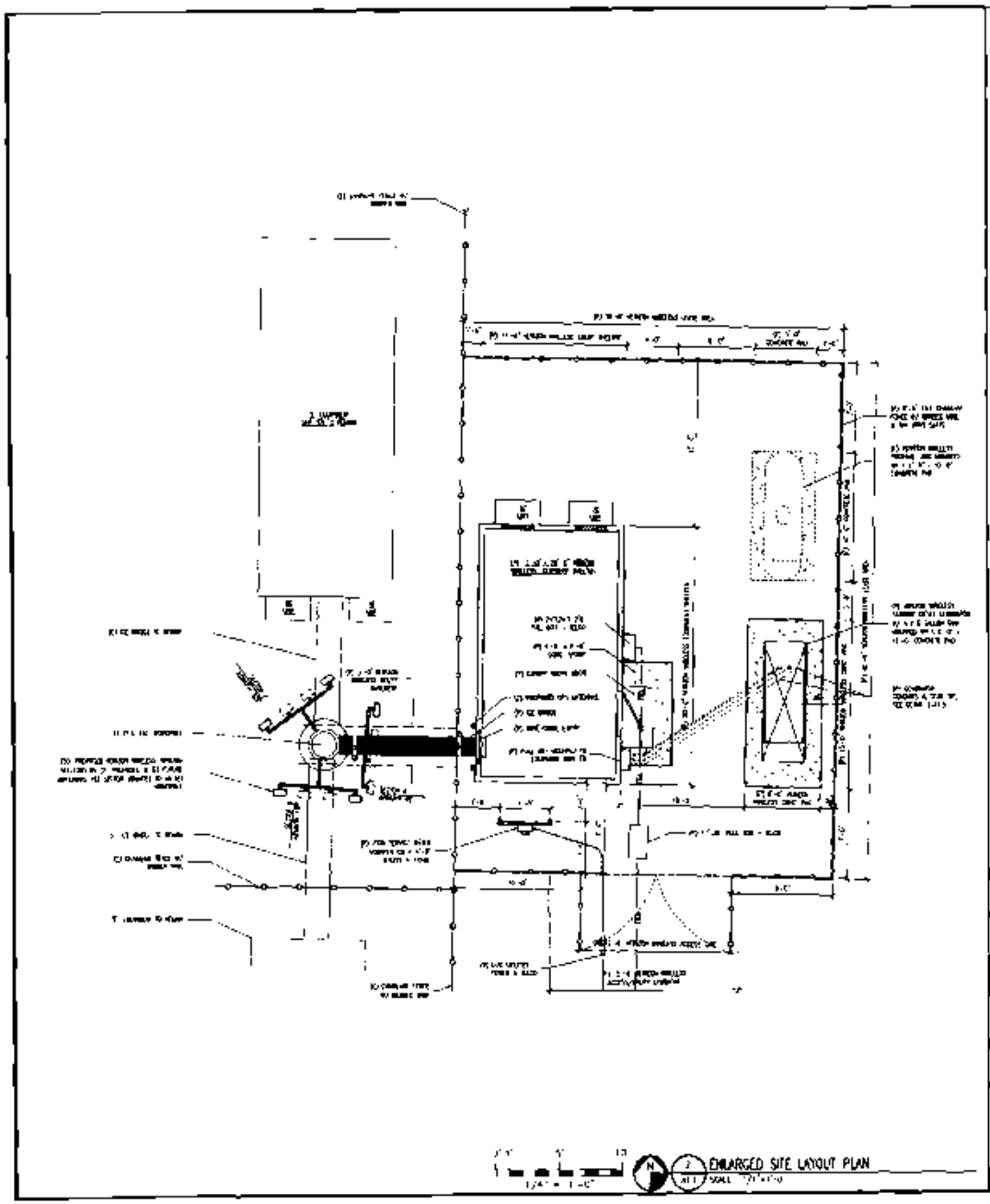
verizonwireless

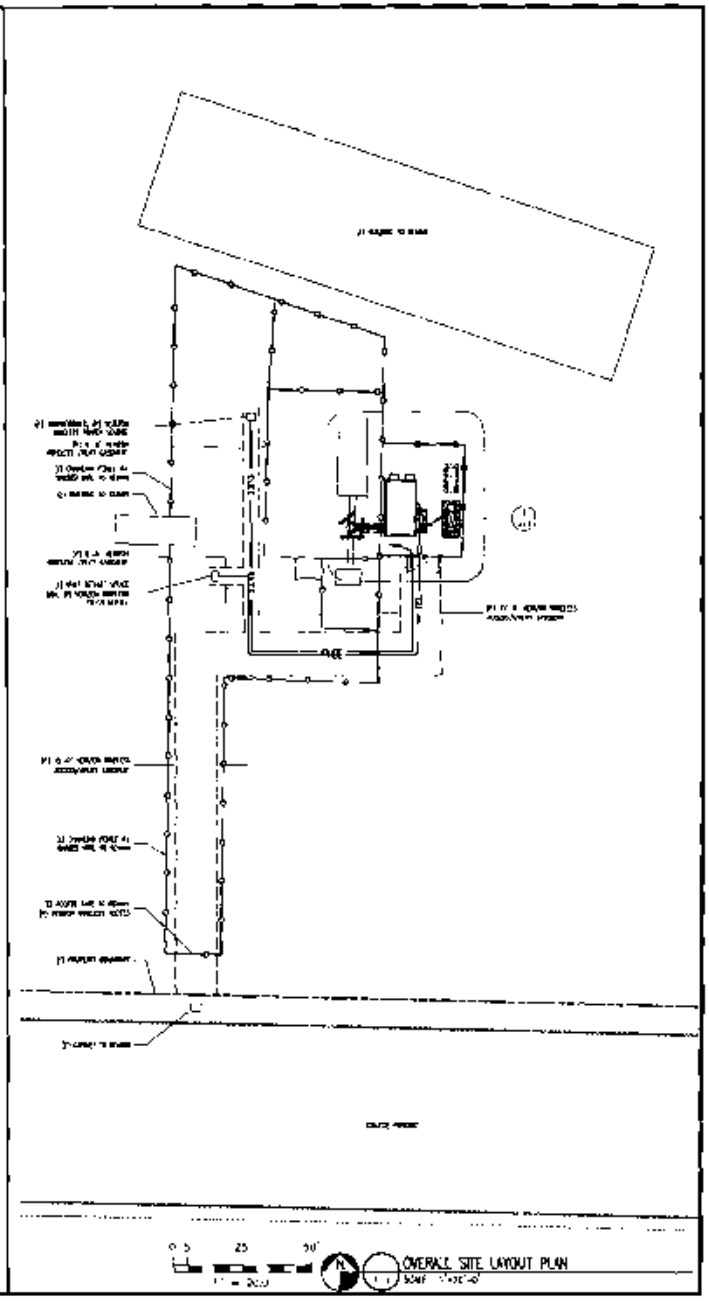
Carson City Airport
2600 Graves Lane
Carson City, NV 89706

PLOT PLAN AND
SITE TOPOGRAPHY

C-2

INITIAL





O'Connor Freeman & Associates
Structural Engineering Services

CARSON CITY AIRPORT
2600 GRAVES LANE
CARSON CITY, NV 89706

verizon WIRELESS

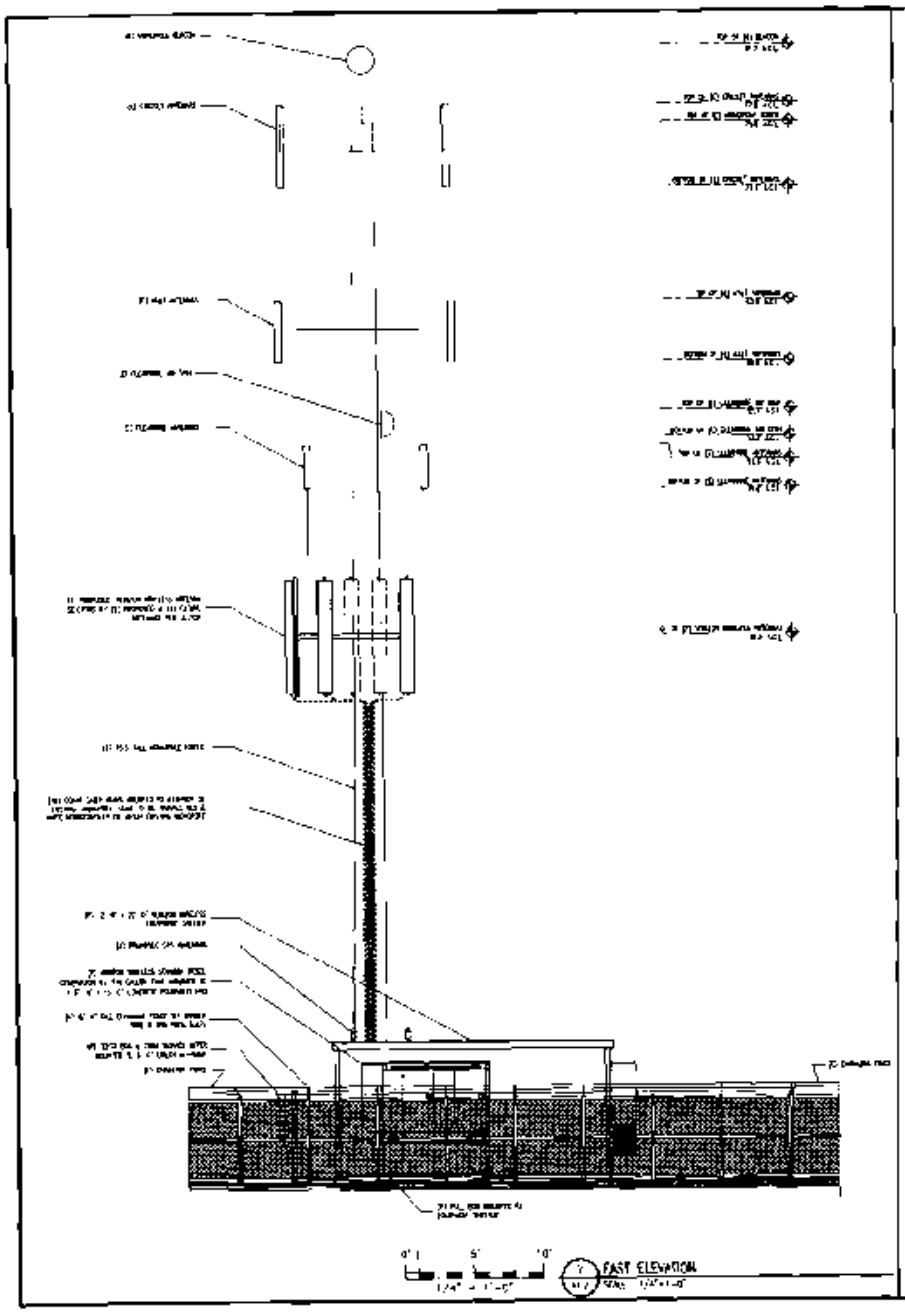
SHEET TITLE
EQUIPMENT LAYOUT PLANS

Revisions:

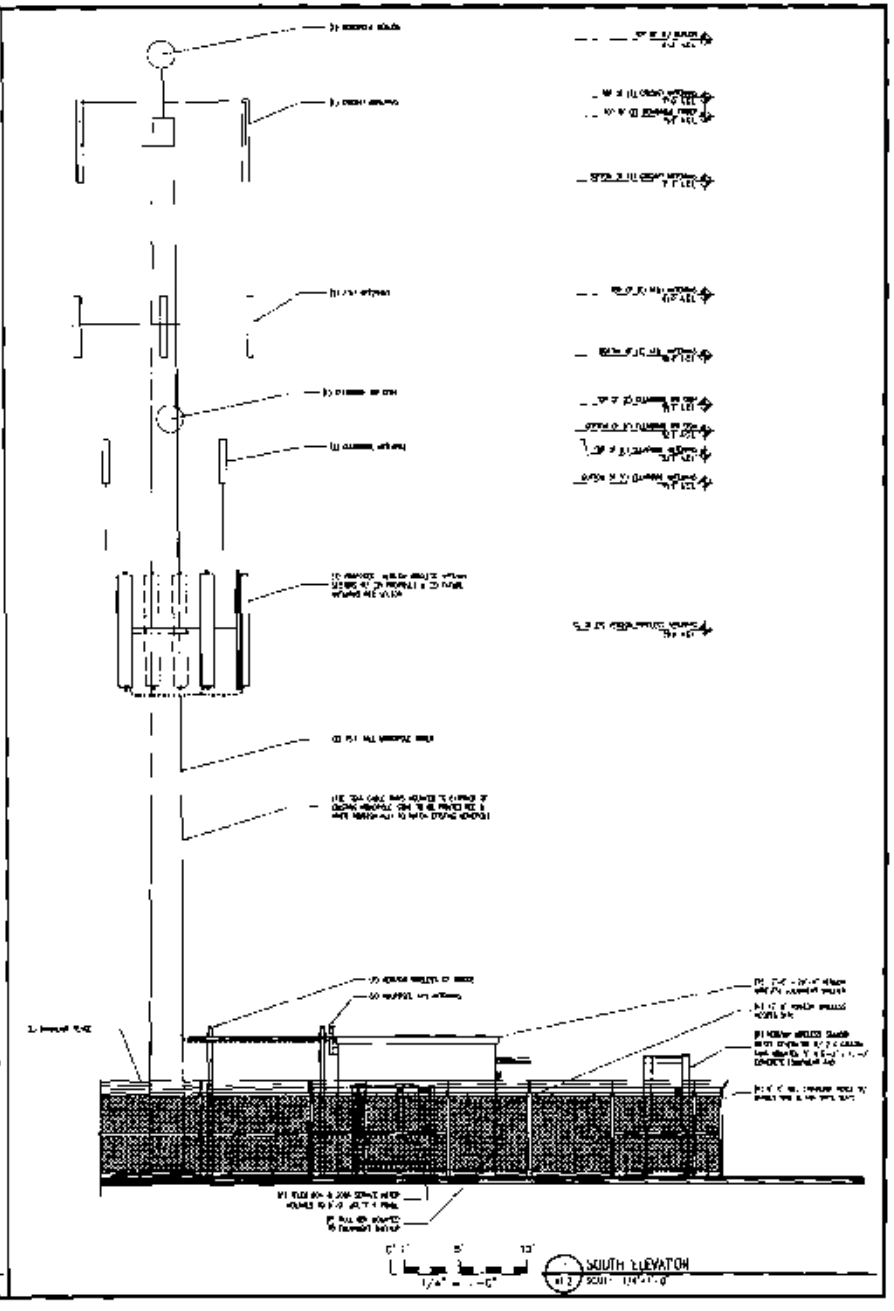
Job No. 98270

A1.1

INITIAL



EAST ELEVATION



SOUTH ELEVATION

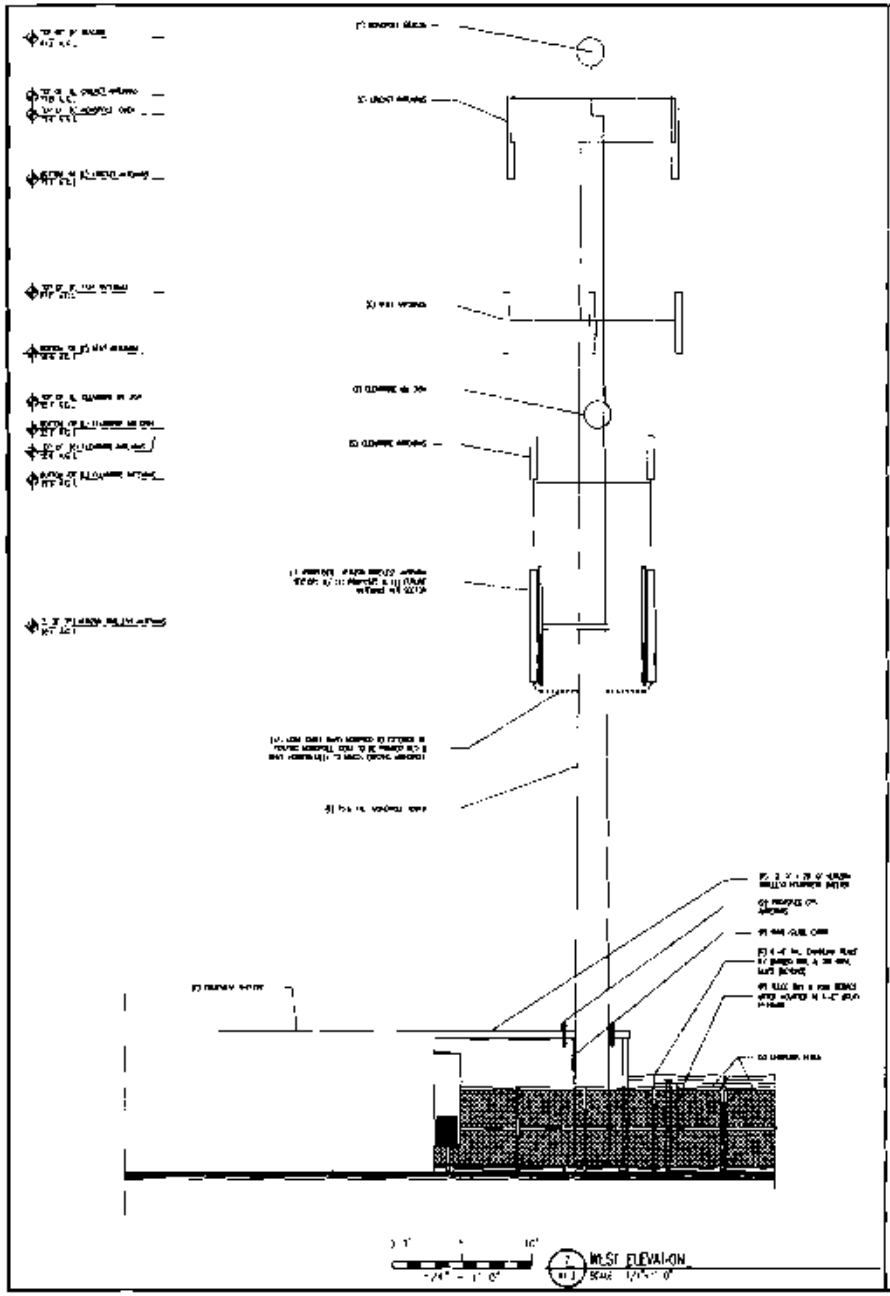
O'Connor Freeman & Associates
Structural Engineering Services

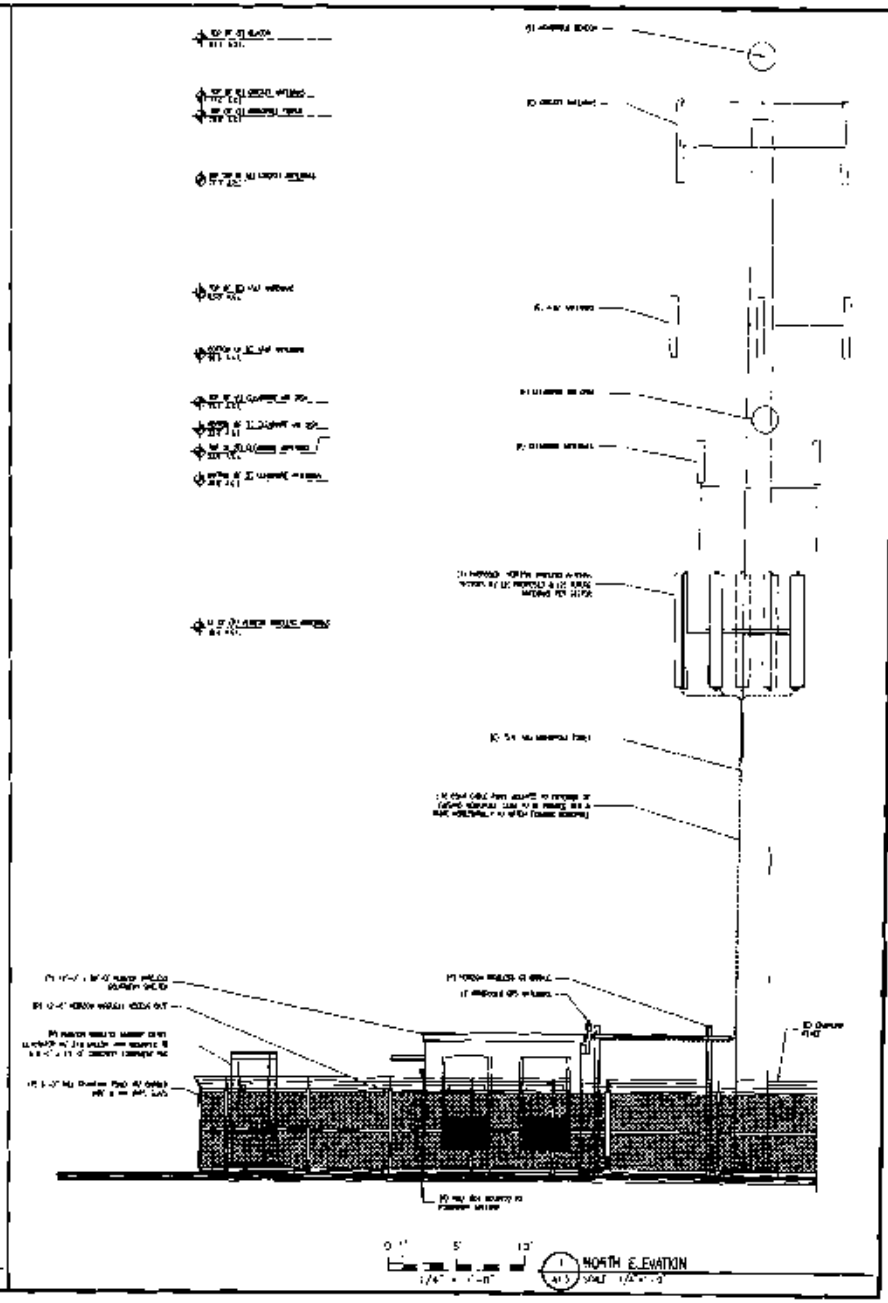
verizon wireless

CARSON CITY AIRPORT
2600 GRAVES LANE
CARSON CITY, NV 89706

PROJECT ELEVATIONS

A1.2





O'Connor Freeman & Associates
Structural Engineering Services

CARSON CITY AIRPORT
2600 GRAVES LANE
CARSON CITY, NV 89706

verizon WIRELESS

PROJECT ELEVATIONS

A1.3

Agenda Item No: 9.A

STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** January 5, 2023

Staff Contact: Kimberly Adams, Assessor

Agenda Title: For Possible Action: Discussion and possible action regarding a request to remove the taxes and penalties from the Unsecured Tax Rolls for Fiscal Years ("FY") 2019/20, 2020/21 and 2021/22 per NRS 361.5607 in the amount of $13,710.53. (Kimberly Adams, kadams@carson.org)

Staff Summary: The Carson City Assessor's Office is requesting the Board of Supervisors remove those taxes and penalties that have been deemed uncollectable from the Personal Property Tax Roll. The Assessor's Office has attempted to collect the taxes and penalties using the approved methods under NRS 361.450 and NRS 361.535 and those efforts have been unsuccessful.

Agenda Action: Formal Action / Motion **Time Requested:** Consent

---

Proposed Motion
I move to approve the removal of taxes and penalties from the Unsecured Tax Rolls as requested.

Board's Strategic Goal
Efficient Government

Previous Action
N/A

Background/Issues & Analysis
The Assessor's Office, with the assistance of the District Attorney's Office and Code Enforcement, has attempted to collect the taxes and penalties using the approved methods under NRS 361.450 and NRS 361.535. The businesses listed in the attached spreadsheet have moved the personal property and all efforts to locate the businesses have been unsuccessful.

Applicable Statute, Code, Policy, Rule or Regulation
NRS 361.450, 361.535 and 361.5607

Financial Information
Is there a fiscal impact? Yes

If yes, account name/number: Various Tax Entities.

Is it currently budgeted? No

Explanation of Fiscal Impact: Decrease to the 2019/20, 2020/21 and 2021/22 Unsecured Personal Property Tax Rolls by $13,710.53.

Alternatives
Do not approve removal of the taxes/penalties and/or provide alternative direction.

Attachments:
Uncollectibles_FY_18_AND_19_or_under_25_DEC.pdf

Board Action Taken:

Motion: _____	1) _____	Aye/Nay
	2) _____	_____
		_____
		_____
		_____
		_____

_____
(Vote Recorded By)

2020 Uncollectible Personal Property Taxes (2019-20)

2019/20

ACCT #	Business Name	Taxes	Penalties	Total	Reason for deletion
CB 039616	Holland & Hart	$ 213.52	$ 21.35	$ 234.87	Out of Business (OOB), unable to locate (UTL)
CB 041354	No Coast Customs	$ 48.84	$ 4.88	$ 53.72	Out of Business (OOB), unable to locate (UTL)
CB 048287	Tahoe Western Asphalt LLC	$ 4,973.97	$ 497.40	$ 5,471.37	Out of Business (OOB), refusal to pay
	Totals	**$ 5,236.33**	**$ 523.63**	**$ 5,759.96**	

2021 Uncollectible Personal Property Taxes (2020-21)

2020/21

ACCT #	Business Name	Taxes	Penalties	Total	Reason for deletion
AC 051312	Raymond Pasch	$ 95.18	$ 9.52	$ 104.70	Aircraft, refusal to pay, out of state.
AC 051417	Jeffery Gardner	$ 271.64	$ 27.16	$ 298.80	Aircraft billed in error, moved to Truckee
CB 000034	Unique Beauty	$ 62.48	$ 6.25	$ 68.73	Out of Business (OOB), unable to locate (UTL)
CB 000049	Good Dog Days	$ 31.24	$ 3.12	$ 34.36	Out of Business (OOB), unable to locate (UTL)
CB 000060	Aloha Tech	$ 31.24	$ 3.12	$ 34.36	Out of Business (OOB), unable to locate (UTL)
CB 000107	Cassandra Ray	$ 31.24	$ 3.12	$ 34.36	Out of Business (OOB), unable to locate (UTL)
CB 000110	Desert Sage	$ 124.95	$ 12.50	$ 137.45	Out of Business (OOB), unable to locate (UTL)
CB 000125	De Jesus Esparte Maria	$ 31.24	$ 3.12	$ 34.36	Out of Business (OOB), unable to locate (UTL)
CB 000132	Dana Danforth	$ 31.24	$ 3.12	$ 34.36	Out of Business (OOB), unable to locate (UTL)
CB 000142	Blade Therapy	$ 31.24	$ 3.12	$ 34.36	Out of Business (OOB), unable to locate (UTL)
CB 000147	Playbox Marketplace	$ 31.24	$ 3.12	$ 34.36	Out of Business (OOB), unable to locate (UTL)
CB 034484	Triple C Auto/Truck Repair	$ 90.61	$ 9.06	$ 99.67	Out of Business (OOB), unable to locate (UTL)
CB 041307	Dynamite General Auto Repair	$ 158.76	$ 15.88	$ 174.64	Out of Business (OOB), unable to locate (UTL)
CB 041354	No Coast Customs	$ 50.27	$ 5.03	$ 55.30	Out of Business (OOB), unable to locate (UTL)
CB 045357	Doing It Right Carpet Cleaning	$ 39.41	$ 3.94	$ 43.35	Out of Business (OOB), unable to locate (UTL)
CB 045636	Affordable Elegance	$ 78.36	$ 7.84	$ 86.20	Out of Business (OOB), unable to locate (UTL)
CB 045993	Verity Fitness	$ 252.33	$ -	$ 252.33	Out of Business (OOB), unable to locate (UTL)
CB 048139	Aaron Orlick's Handyman	$ 57.87	$ 5.79	$ 63.66	Out of Business (OOB), unable to locate (UTL)
		$ -	$ -	$ -	penalty removed due to billing issue
CB 048287	Tahoe Western Asphalt LLC	$ 4,486.81	$ -	$ 4,486.81	Out of Business (OOB), refusal to pay
		$ -	$ -	$ -	penalty removed due to billing issue
CB 048322	Carson Tahoe Auto	$ 27.74	$ 2.77	$ 30.51	Out of Business (OOB), unable to locate (UTL)
CB 048540	Hot Spot Smoke Shop	$ 50.19	$ 5.02	$ 55.21	Out of Business (OOB), unable to locate (UTL)
CB 048602	NV Pro Studios	$ 95.60	$ 9.56	$ 105.16	Out of Business (OOB), unable to locate (UTL)
CB 048659	Rustically Devine	$ 95.03	$ 9.50	$ 104.53	Out of Business (OOB), unable to locate (UTL)
CB 048697	Dentist of Carson City	$ 62.48	$ 6.25	$ 68.73	Billed in error, equipment belongs to another account
CB 048785	Absolute Transformation	$ 27.56	$ 2.76	$ 30.32	Out of Business (OOB), unable to locate (UTL)
CB 048834	Pro Plus Handyman	$ 79.08	$ 7.91	$ 86.99	Billed in error, business moved to Douglas Co

CB 048890	CC & K Window Cleaning Serv	$ 41.88	$ -	$ 41.88	Out of Business (OOB), unable to locate (UTL)
		$ -	$ -	$ -	penalty removed due to billing issue
CB 048912	JR's Painting	$ 40.23	$ 4.02	$ 44.25	Out of Business (OOB), unable to locate (UTL)
CB 048915	Matthew Westfield	$ 35.20	$ 3.52	$ 38.72	Out of Business (OOB), unable to locate (UTL)
CB 048958	White Willow Photography	$ 68.44	$ 6.84	$ 75.28	Out of Business (OOB), unable to locate (UTL)
CB 049172	Shorty's Mobile Surface Prep	$ 58.69	$ 5.87	$ 64.56	Out of Business (OOB), unable to locate (UTL)
CB 049190	Susan Chappel LCSW	$ 35.20	$ 3.52	$ 38.72	Out of Business (OOB), unable to locate (UTL)
CB 049193	Battleborn Emergency Tech	$ 35.20	$ 3.52	$ 38.72	Out of Business (OOB), unable to locate (UTL)
CB 049200	Ann's Event Décor	$ 35.20	$ 3.52	$ 38.72	Out of Business (OOB), unable to locate (UTL)
CB 049213	Ruelas Belen	$ 35.20	$ 3.52	$ 38.72	Out of Business (OOB) prior to billing equipment est.
CB 049219	Carson Speed Shop LLC	$ 117.38	$ 11.74	$ 129.12	Out of Business (OOB), unable to locate (UTL)
CB 049232	Michele's Mowing & Landscaping	$ 35.20	$ 3.52	$ 38.72	Out of Business (OOB), unable to locate (UTL)
CB 049245	Junk Bros USA	$ 35.20	$ 3.52	$ 38.72	Out of Business (OOB), unable to locate (UTL)
CB 049266	Makena Lee Photography	$ 58.69	$ 5.87	$ 64.56	Out of Business (OOB), unable to locate (UTL)
CB 049283	Royalty Message	$ 47.70	$ 4.77	$ 52.47	Out of Business (OOB), unable to locate (UTL)
CB 049306	Lion Maintenance	$ 35.20	$ 3.52	$ 38.72	Out of Business (OOB), unable to locate (UTL)
CB 049314	Lisa Conklin	$ 35.20	$ 3.52	$ 38.72	Out of Business (OOB), unable to locate (UTL)
CL 045567	E La Carte INC	$ 55.23	$ 5.52	$ 60.75	Out of Business (OOB), unable to locate (UTL)
CO 004910	State of Nevada	$ 207.71	$ 20.77	$ 228.48	Billed in error - conversion error
CO 004912	State of Nevada Military Dept	$ 167.47	$ 16.75	$ 184.22	Billed in error - conversion error
MH 001551	Scott C Hart	$ 40.84	$ 4.08	$ 44.92	Mobile Home Destroyed 2/5/2019
	Totals	**$ 7,646.09**	**$ 286.49**	**$ 7,932.58**	

2022 Uncollectible Personal Property Taxes (2021-22)

2021/22

ACCT #	Business Name	Taxes	Penalties	Total	Reason for deletion
CB 045084	Freedom Therapeutics	$ 16.35	$ 1.64	$ 17.99	Out of Business (OOB), unable to locate (UTL)
	Totals	**$ 16.35**	**$ 1.64**	**$ 17.99**	

Grand Total: $ 13,710.53

Agenda Item No: 9.B

STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** January 5, 2023

Staff Contact: Kimberly Adams, Assessor

Agenda Title: For Possible Action: Discussion and possible action regarding the nomination and appointment of three members to the Carson City Board of Equalization ("CCBOE"), one member will fill the remainder of a term ending in January 2025 and two will fill four-year terms ending in January 2027. (Kimberly Adams, kadams@carson.org)

Staff Summary: NRS 361.340 establishes the CCBOE, which consists of five members. The Mayor nominates persons to serve on the CCBOE and the nominees must be appointed by a majority vote of the Board of Supervisors ("Board"). The appointee previously nominated upon recommendation by Supervisor Schuette resigned and will not complete his term. Supervisor Schuette is now recommending that the Mayor nominate Mary Sanada to fulfill the remainder of the four-year term, ending January 2025. There are also two vacancies due to expired terms. Supervisor Giomi is recommending that Colette Burau be reappointed to a four-year term ending in January 2027. Supervisor Horton is recommending that Al Kramer be appointed to a four-year term ending in January 2027.

Agenda Action: Formal Action / Motion **Time Requested:** Consent

---

Proposed Motion

I move to appoint Mary Sanada to the Carson City Board of Equalization to fill a term expiring in January 2025, to reappoint Colette Burau to a term expiring in January 2027, and to appoint Al Kramer to a term expiring in January 2027.

Board's Strategic Goal

Efficient Government

Previous Action

N/A

Background/Issues & Analysis

Pursuant to NRS 361.340(4), the Mayor nominates persons to serve on the CCBOE who are sufficiently experienced in business generally to be able to bring knowledge and sound judgment to the deliberations of the CCBOE or who are elected public officers. The nominees must be appointed by a majority vote of the Board. Pursuant to NRS 361.340(5), the term of each member appointed to the CCBOE is 4 years, and any vacancy must be filled by appointment for the unexpired term. The term of any elected public officer appointed to the CCBOE expires upon the expiration of the term of his or her elected office.

Applicable Statute, Code, Policy, Rule or Regulation

NRS 361.340

Financial Information
Is there a fiscal impact? No

If yes, account name/number:

Is it currently budgeted? No

Explanation of Fiscal Impact:

Alternatives
Do not nominate or appoint any individuals to the CCBOE and/or provide alternative direction.

Attachments:

Board Action Taken:

Motion: _____	1) _____	Aye/Nay
	2) _____	_____
		_____
		_____
		_____
		_____

_____
(Vote Recorded By)

Agenda Item No: 10.A

STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** January 5, 2023

Staff Contact: Nancy Paulson, City Manager

Agenda Title: For Possible Action: Discussion and possible action regarding a proposed memorandum of understanding ("MOU") between Carson City and the Carson City Sheriffs Supervisory Association on behalf of the Carson City Sheriffs Lieutenants/Captains ("CCSSA Lt./Cpt.") to amend the Collective Bargaining Agreement between the City and the CCSSA Lt./Cpt. that is effective July 1, 2019 through June 30, 2024 ("CBA") to remove reference to education qualifications for promotion to Captain. (Nancy Paulson, npaulson@carson.org)

Staff Summary: In reviewing Article 2(d) of the CBA, the Sheriff has determined that the requirements stated therein for promotion to a Carson City Sheriff's Office ("CCSO") Captain are no longer necessary or desired. The requirements for promotion to Captain are adequately stated in the job description for Captain. CCSSA Lt./Cpt. has agreed to the deletion of Article 2(d) of the CBA and to modify the language in Article 2(e) of the CBA to remove reference to the promotional requirements in Article 2(d).

Agenda Action: Formal Action / Motion **Time Requested:** Consent

---

Proposed Motion
I move to approve the MOU as presented.

Board's Strategic Goal
Safety

Previous Action
July 18, 2019 (Item 24B): The Board of Supervisors approved the CBA by a vote of 5 – 0.

Background/Issues & Analysis
N/A

Applicable Statute, Code, Policy, Rule or Regulation
NRS Chapter 288

Financial Information
Is there a fiscal impact? No

If yes, account name/number:

Is it currently budgeted? No

Explanation of Fiscal Impact:

Alternatives
Do not approve the MOU and/or provide alternative direction to staff.

Attachments:
MEMORANDUM OF UNDERSTANDING v3.docx

Lieutenant-Captain 9.2022.doc

CCSO Lt Cpt CBA.pdf

Board Action Taken:

Motion: _____	1) _____	Aye/Nay
	2) _____	_____
		_____
		_____
		_____
		_____

_____
(Vote Recorded By)

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU"), is made by and between Carson City, Nevada, a Consolidated Municipality ("City"), and the Carson City Sheriffs Supervisory Association on behalf of the Carson City Sheriffs Lieutenants/Captains ("CCSSA Lt./Cpt."). City and CCSSA Lt./Cpt. may be individually referred to as "Party" and collectively referred to as "Parties."

RECITALS

WHEREAS, City and CCSSA Lt./Cpt. have entered int a collective bargaining agreement, effective July 1, 2019, and approved by the Carson City Board of Supervisors on July 18, 2019, governing Lieutenants/Captains in the Carson City Sheriff's Office ("CCSA Lt./Cpt. CBA"); and

WHEREAS, Article 2(d) of the CCSA Lt./Cpt. CBA requires an employee to obtain a specific professional certificate or degree before the designation of "Captain" can be awarded; and

WHEREAS, the Sheriff has determined that this requirement is not necessary for an employee to receive the designation of "Captain" and that the minimum requirements for the position are appropriately set forth in the Lieutenant/Captain job description;

NOW, THEREFORE, the Parties agree as follows:

1. Article 2(d) of the CCSSA Lt./Cpt. CBA. Article 2(d) of the CCSSA Lt./Cpt. CBA is hereby deleted in its entirety.

2. Article 2(e) of the CCSSA Lt./Cpt. CBA. Article 2(e) of the CCSSA Lt./Cpt. CBA is hereby amended to state the following:

   (e) A Captain does not supervise a Lieutenant. As described above, a Lieutenant and a Captain are within the same Classification.

3. No Other Changes. No other provisions of the CCSSA Lt./Cpt. CBA are affected by this MOU.

4. Effective Date. This MOU becomes effective on the date of the last authorized signature when signed by all Parties.

5. Entire Agreement. This MOU constitutes the entire agreement of the Parties and is the complete and exclusive statement of the promises, representations, negotiations, discussions and other agreements that may have been made in connection with the subject matter hereof.

6. Counterparts. This MOU may be executed in counterparts, each of which shall be deemed to be an original but all of which, taken together, shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates written below.

Carson City Sheriff's Supervisory Association,
On behalf of the Lieutenants/Captains:

_____ _____
Brett Bindley, President Date

Carson City:

_____ _____
Lori Bagwell, Mayor Date

Attest:

_____ _____
William Scott Hoen, Clerk-Recorder Date

Approved as to form:

_____ _____
Deputy District Attorney Date

JOB DESCRIPTION

JOB TITLE: Lieutenant/Captain
DEPARTMENT: Sheriff
REPORTS TO: Undersheriff
DATE: July 2013
REVISED DATE: Sept. 2022

FLSA: Non-Exempt
GRADE: SSL
PCN: 774

SUMMARY OF JOB PURPOSE:

Under general direction, supervises assigned division staff within the Sheriff's Office; performs police administration work of considerable difficulty; division staff and/or other management level positions, both commissioned and civilian.

ESSENTIAL FUNCTIONS:

This class specification lists the major duties and requirements of the job and is not all-inclusive. Incumbent(s) may be expected to perform job-related duties other than those contained in this document and may be required to have specific job-related knowledge and skills.

- Supervises and oversees activities of assigned staff; makes work assignments; follows-up on assignments, creates work schedules; responds to, and assists, officers with calls for service; handles citizen complaints.
- Participates in the development and implementation of goals, objectives, policies, and priorities for assigned divisions; identifies resource needs; recommends and implement policies and procedures.
- Reviews reports and documents prepared by subordinates for accuracy, completeness, essential elements, fundamental soundness, and substantiation of action taken; responds to emails and phone calls.
- Selects, trains, motivates, and evaluates sworn and non-sworn law enforcement staff; provides or coordinates staff training; works with employees to correct deficiencies and errors; monitors workflow; reviews, evaluates and recommends changes relating to work product, methods, and procedures.
- Participates in the development and administration of assigned division budget; forecasts future needs; directs the monitoring and approval of expenses; recommends adjustments as necessary.
- Compiles statistical information for administration of the performance of assigned staff.
- Attends training as required to meet State and Office requirements.
- Coordinates activities with other law enforcement agencies or support agencies.
- Contributes to the efficiency and effectiveness of the unit's service to its customers by offering suggestions and directing or participating as an active member of a work team.
- Operates a motor vehicle in a safe and effective manner.
- Uses standard office equipment, including a computer, in the course of the work.

- Demonstrates courteous and cooperative behavior when interacting with the public and City staff; acts in a manner that promotes a harmonious and effective workplace environment.

QUALIFICATIONS:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required.

Education and Experience:

A high school diploma or GED; AND six (6) years with the Carson City Sheriff's Office, three (3) years of which were in a Sergeant's position with the Carson City Sheriff's Office; OR an equivalent combination of education, training and experience as determined by Human Resources and the Sherriff's Office.

REQUIRED CERTIFICATES, LICENSES, AND REGISTRATIONS:

The following certificates, licenses and registrations are required at time of hire:

- Valid driver's license
- Nevada POST Advanced Certification

Required Knowledge and Skills

Knowledge of:

- Principles and practices of employee supervision, including selection, work planning, organization, performance review and evaluation, and employee training and discipline.
- Principles and techniques of public relations.
- City, state, and federal laws, statutes, ordinances and court decisions related to police activities.
- Principles and practices of effective interrogation.
- Criminal investigation principles, practices and techniques.
- Weaponry and associated safety practices.
- Safety and security policies and procedures.
- First aid and basic CPR methods.
- City geography.
- Personal computers utilizing standard and specialized software applications.
- Standard office practices and procedures, including filing and the operation of standard office equipment.
- Communicating effectively in oral and written forms.
- Techniques for dealing with a variety of individuals from various socio-economic, ethnic and cultural backgrounds, in person and over the telephone.

Skill in:

- Planning, organizing, supervising, reviewing, and evaluating the work of others; instructing others in work procedures.
- Analyze situations quickly and objectively.
- Determine proper course of action under emergency conditions.
- Cope with adverse situations firmly, courteously and with respect for individual rights.
- Use of lethal and non-lethal tools.
- Crime scene preservation and collection of evidence.
- Operate vehicle safely and effectively in normal and emergency situations.
- Traverse terrain safely, understand and carry out oral and written instructions.
- Prepare clear concise and accurate reports.
- Establish effective working relationships with office personnel, public law enforcement agencies, community groups and general public.

SUPERVISION RECEIVED AND EXERCISED:

Under General Direction - Incumbents at this level have considerable latitude in the application of Office policy, and they follow general guidelines or professional and administrative standards in accomplishing assignments. They are responsible for planning and organizing their own workload, but ordinarily cannot change methods of their assigned work unit, established operations, or Office policy without supervisor approval. Supervision is minimal, indirect, and usually limited to technical oversight.

PHYSICAL DEMANDS & WORKING ENVIRONMENT:

The physical demands described herein are representative of those that must be met by an employee to successfully perform the essential functions of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Traverse difficult terrain, strength and stamina to physically restrain suspects, running, climbing, standing, squatting, and sitting for prolonged periods of time; occasionally lift and carry up to 50 pounds, strength to subdue persons, to drag, carry and lift persons and objects; vision to read printed materials and a computer screen; and hearing and speech to communicate in person or over the telephone vision to read printed materials; and hearing and speech to communicate in person or over the telephone; exposure to traffic conditions and external environment when traveling from one office to another; dexterity to write and to shoot a gun; to be heard in noisy group situation.

CONDITIONS OF EMPLOYMENT:

1. *All new employees will serve a probationary period of twelve (12) months and during the twelve-month period the employee will hold the designation of Lieutenant and the employee is considered an at-will employee and is not entitled to the benefits in the Employee Grievance Procedures (Article 16) or the Disciplinary Actions (Article 22) of the applicable collective bargaining agreement. Employees serving the 12-month probationary period may be terminated with or without cause. At the end of the 12-month probationary period, the employee will hold the designation of Captain and will is entitled to the benefits in the applicable collective bargaining agreement. The designation change from Lieutenant to Captain is not considered a promotion.*

2. *Continued employment is contingent upon all required licenses and certificates being maintained in active status without suspension or revocation.*

3. *Any City employee may be required to stay at or return to work during emergencies to perform duties specific to this classification or to perform other duties as requested in an assigned response position. This may require working a non-traditional work schedule or working outside normal assigned duties during the incident and/or emergency.*

4. *Employees may be required to complete Incident Command System training as a condition of continuing employment.*

5. *New employees are required to submit to a fingerprint-based background investigation which cost the new employee $56.25 and a drug screen which costs $36.50. Employment is contingent upon passing the background and the drug screen.*

6. *Carson City participates in E-Verify and will provide the Social Security Administration (SSA) and, if necessary, the Department of Homeland Security (DHS), with information from each applicant's Form I-9 to confirm work authorization. All candidates who are offered employment with Carson City must complete Section 1 of the Form I-9 along with the required proof of their right to work in the United States and proof of their identity prior to starting employment. Please be prepared to provide required documentation as soon as possible after the job offer is made. For additional information regarding acceptable documents for this purpose, please contact Human Resources at 775.887.2103 or go to the U.S. Citizenship and Immigration Services web page at www.ucis.gov.*

7. *Carson City is an Equal Opportunity Employer.*

I have read and understand the contents of this Job Description, and I have received a copy of this Job Description for my records.

PRINT NAME: _____

SIGNATURE: _____ DATE: _____

"Carson City is an Equal Opportunity Employer"

AGREEMENT

between

CARSON CITY

and the

CARSON CITY SHERIFF'S SUPERVISORY ASSOCIATION ON BEHALF OF THE CARSON CITY SHERIFF'S LIEUTENANTS/CAPTAINS

(July 1, 2019 – June 30, 2024)

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Article 1. PREAMBLE

This Collective Bargaining Agreement ("Agreement") is entered into by and between Carson City, Nevada, a consolidated municipality and political subdivision of the State of Nevada (the "City"), and the Carson City Sheriff's Supervisory Association (the "Association") on behalf of the Carson City Sheriff's Lieutenants and Captains, each of whom may be referred to individually as "Employee" and collectively as "Employees". The City and the Association may be herein referred to individually as "Party" and collectively as "Parties."

It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relationships between the Parties hereto, and to provide an orderly and peaceful means of resolving any misunderstanding or differences which may arise.

All Employees shall: (1) perform loyal and efficient work and services; (2) use their influence and best efforts to protect the property of the City and its provision of services to the public; and (3) cooperate in promoting and advancing the welfare of the City and in preserving the continuity of its provision of services to the public at all times.

The full agreement between the Parties is set forth herein with the exception of certain matters covered by State law.

Article 2. RECOGNITION

(a) The Association is recognized as the sole and exclusive bargaining representative for Employees in the bargaining unit.

(b) The Employees referred to within this Agreement shall include the job title and position rank of "Lieutenant or Captain," which may also be referred to as a "Classification" thereafter.

(c) Classifications excluded from the bargaining unit include Executive, Grant or Confidential employees, and all appointed personnel as provided for by state law and any regulations adopted thereto, and any applicable local ordinance. Classifications

excluded from the bargaining unit include Sheriff's Deputies, Sheriff's Sergeants and Administrative, Unclassified, Grant, and Appointed Personnel.

(d) A designation of "Captain" may only be awarded to an employee who possesses the following additional educational qualification:

1. Successful completion of **one** of the following:

   a. FBI National Academy, or

   b. Like Academy of the FBINA (i.e. Northwestern Institute), or

   c. Bachelor Degree in a law enforcement related field, or management related course of study.

(e) A Captain does not supervise a Lieutenant and is not entitled to additional compensation or benefits because he or she has met the additional educational qualification set forth above. As described above, a Lieutenant and a Captain are within the same Classification.

Article 3. NO STRIKES AND LOCKOUTS

(a) The Association will not promote, sponsor or engage in, against the City, any strike, slowdown, interruption of operation, stoppage of work, absences from work upon any pretext or excuse not founded in fact, or any other intentional interruption of the City, regardless of the reason for so doing, and will use reasonable efforts to induce all Employees covered by this Agreement to comply with this pledge.

(b) The City will not lock out any Employees as a result of a labor dispute with the Association.

Article 4. RIGHTS OF MANAGEMENT

As provided in Nevada Revised Statutes ("NRS") 288.150, each local government employer is entitled without negotiation or reference to any agreement resulting from negotiation:

(a) The right to hire, direct, assign or transfer an employee, but excluding the

right to assign or transfer an employee as a form of discipline.

(b) The right to reduce in force or lay off any employee because of lack of work or lack of money, subject to NRS 288.150(2)(v).

(c) The right to determine:

1. Appropriate staffing levels and work performance standards, except for safety considerations;

2. The content of the workday, including without limitation, workload factors, except for safety considerations;

3. The quality and quantity of services to be offered to the public;

4. The means and methods of offering those services; and

(d) Safety of the public.

Article 5. ASSOCIATION RIGHTS

(a) Employees shall have the right to form, organize, join and administer an employee organization and to designate their representatives for purposes of collective bargaining. The City shall not restrain, coerce, discriminate against or otherwise interfere with an employee in the exercise of these rights.

(b) The Association may request information which is in the exclusive control of the City concerning any subject matter included in the scope of mandatory bargaining which the Association deems necessary for and relevant to collective bargaining, or necessary for the administration or application of this Agreement. The City shall furnish the information requested without unreasonable delay.

(c) At least annually, the Association will designate no more than two employee representatives of the Association. This designation will be in writing and will be transmitted to the Sheriff and the Carson City Director of Human Resources no later than July 31st of each year and within 30 calendar days of a change in one of the representatives by the Association. Designated employee representatives of the Association may conduct Association business on City property if such work occurs

outside the representative's regular working hours, except when the employee representative is authorized to perform representational duties during his or her regular working hours as provided for in sections (i), (j), (k), and (l) of this Article. The City may also grant special permission to conduct certain Association business during working hours if such activity does not interfere with or disrupt normal business of the Carson City Sheriff's Office ("CCSO"). The Association may use City buildings for its meetings if such use does not interfere with or disrupt the City's operations. The appropriate department head who has control over the desired building must be contacted and the use of the facilities requested at least 48 hours in advance by the Association. Unless the facility is unavailable, the department head will not unreasonably withhold use of the meeting room.

(d) Designated employee representatives may make and receive telephone calls and email messages about Association business during business hours only if such activity does not interfere with or disrupt normal business of the department. In no case will any Association business or communication be conducted over CCSO's radio, dispatch, or mobile communication systems.

(e) The City will not interfere with, or discriminate with respect to any term or condition of employment against an Employee because of his or her membership in the Association or his or her participation in any legitimate activity pursuant to this Agreement. The City will not encourage membership in any other employee bargaining organization.

(f) The Association recognizes its responsibilities as the exclusive negotiating agent and agrees to represent all Employees in the Association without discrimination, interference, restraint or coercion.

(g) The provisions of this Agreement will be applied equally to all Employees in the collective bargaining unit without discrimination and in conformity with all applicable federal and state laws and any regulations adopted thereto, and any applicable local ordinance.

(h) Except as otherwise provided by state or local law or regulation, whenever an Employee is on duty, the Employee must not engage in or be coerced to engage in any prohibited political activity.

(i) Up to two employee representatives of the Association who are designated by the Association as members of the negotiating team will attend negotiation meetings with the City on duty time with pay if the negotiating meeting occurs during the employee representative's regular work hours.

(j) Two designated employee representatives of the Association and the bargaining unit Employee facing possible discipline shall be allowed to attend disciplinary meetings if the bargaining unit Employee is not otherwise represented. It is the responsibility of the bargaining unit Employee to arrange for such representation. The Association representative and the affected Employee will attend such meetings with the City or CCSO Administration on duty time if the meeting occurs during the representative's and the Employee's regular work hours.

(k) Two designated employee representatives of the Association and a grievant shall be allowed to attend grievance meetings with the City or CCSO Administration. It is the responsibility of the grievant to arrange for such representation. The Association representative and the grievant will attend such meetings with the City or CCSO Administration on duty time if the meeting occurs during the representative's and the grievant's regular work hours.

(l) Members of the Association's executive board are entitled to collectively use up to 160 hours of paid administrative leave for association business during any calendar year. In addition, each member of the Association may donate up to 10 hours of annual leave per year to a pool that may be used, hour for hour, by executive board

members for Association business. The use of any leave under this provision shall be in a manner which does not disrupt normal business operations of the Department, as determined by the Sheriff or his or her designee. Such leave cannot be unreasonably denied. The Parties agree that the Association will be deemed to have effectively reimbursed the City the full cost of such leave used by offsetting the value of the Association's concessions made during the underlying negotiations.

(m) The Association may post notices of its activities and matters of business related to the Association only on a bulletin board specifically designated for these purposes and provided by the City. The Association may use the City's interoffice mail delivery system or the City's electronic mail (e-mail) system to communicate business matters of the Association or information of the Association, if such activity does not interfere with or disrupt CCSO operations. The Association must comply with all provisions of the City's written e-mail policy when using the City's e-mail system.

Article 6. PAY RATES AND WORK DAY

(a) PAY RATES:

1. Effective July 1, 2019, pay rates are established in accordance with the six (6) Steps as set forth in Appendix A, attached herewith and expressly made a part of this Agreement by this reference, and Employees are placed into the Steps based on each Employee's years of continuous service with the CCSO.

2. Pay rates as set forth in Appendix A are subject to the applicable employee salary reductions described in Article 24.

3. Except as otherwise provided in Appendix A, Employees will receive annual merit increases in increments of one step in each year, effective on July 1 of

each year of this Agreement, if the Employee receives a standard or better performance evaluation issued pursuant to Article 7. Any merit increase awarded pursuant to this Article is payable to the Employee from the date the Employee becomes eligible for the increase.

4. An Employee who is hired after December 31 and before July 1 of the same year is not eligible for a merit increase until such time the Employee has been employed for one full fiscal year. For example, an Employee who begins employment on January 15, 2020 is not eligible for a merit increase until July 1, 2021.

5. The pay rate for a new Lieutenant or Captain must be the rate established as Step 1 and as set forth in Appendix A, except that at the Sheriff's discretion, a new Employee may be hired at a rate commensurate with the Employee's law enforcement experience, training, education or any combination thereof, but not to exceed the rate established as Step 2 and as set forth in Appendix A.

6. If a former Employee of the bargaining unit is rehired as a Lieutenant or Captain within a three-year (3) period, his or her pay rate will be established at the discretion of the appointing authority, but at a rate not less than the base rate at the time of separation. If a former Lieutenant or Captain is rehired after a three-year (3) absence and has experienced a break in law enforcement service, his or her base rate will be established at the entry rate set forth in Appendix A.

7. NEWLY PROMOTED PROBATION: An Employee who is promoted to the rank of Lieutenant or Captain, or who is rehired as a Lieutenant or Captain, shall be considered a probationary employee for a period of twelve (12) months commencing from the date of promotion or rehire, during which time the appointing authority has the right to dismiss, demote or retain the Employee at his or her sole discretion. During the

probationary period, the probationary Employee will not accrue any seniority rights except that upon the expiration of the probationary period, the Employee shall be deemed a regular employee and his or her seniority shall date back to the date of his or her promotion or rehire.

8. All probationary Employees are entitled to accrue all benefits of this Agreement unless otherwise specified.

(b) POSITION REDUCTION: If a Lieutenant or Captain position is reduced or reclassified to a Sergeant position through no fault of the Employee, the Lieutenant or Captain with the least seniority shall be reduced to the rank of Sergeant and shall continue to be paid at his or her last rate of pay until such time the salary at which the Employee was retained comes within the range of pay for the class due to adjustments in the compensation or classification plan. This retained rate may be applied only under the following conditions:

1. The Employee has received a standard or better performance evaluation in the preceding year.

2. The Employee was in the higher class six (6) months preceding the reclassification or reduction.

3. The reclassification or reduction was the result of a legitimate reason over which the Employee had no control.

(c) Except as otherwise provided herein, the preferred work day or shift for all Employees covered by this Agreement is ten (10) hours. However, in the event of insufficient staffing to cover a ten (10) hour work day schedule, the Sheriff may require Employees to work a nine (9) hour work day until adequate staffing levels are restored. Additionally, if the Board of Supervisors declares a state of emergency, the Sheriff may require Employees to work a twelve (12) hour work day. The Sheriff may impose alternative work days (9 hour or 12 hour) for ninety (90) calendar days upon the mutual agreement of the Sheriff and the Association.

(d) The scheduling of work days and work weeks shall be at the direction of the Sheriff, so long as all Employees have consecutive days off.

(e) At the request of either party, on or about November 1 and April 1 of each year, the parties will meet and review the effectiveness of the work day and schedules utilized and, if necessary, renegotiate the length of the work day.

(f) Effective July 1, 2019, an Employee whose shift requires working at least four (4) hours between 5:00 p.m. and 6:00 a.m. will receive, in addition to the compensation provided in the salary schedule in effect, shift differential in the amount of $2.00 per hour for each hour worked during the entire shift.

Article 7. ANNUAL PERFORMANCE EVALUATION

(a) Each Employee will receive an annual written performance evaluation on or about July 1 of each year. A copy of the annual written performance evaluation will be placed in the Employee's personnel file in the City's Human Resources Department. The performance evaluation may be used when considering any employment action. Evaluations are subject to a rebuttal statement and are subject to the grievance process.

(b) As described in Article 4, the Sheriff establishes work performance standards, except for employee safety considerations, and the content of the work performance standards are reserved to the Sheriff and not subject to the grievance provisions of this Agreement.

Article 8. CALLBACK

Whenever an Employee is entitled to call-back pay in accordance with the Public Employee's Retirement System ("PERS") policies, the Employee will receive a minimum of two (2) hours work at the rate of time and one-half of his or her base rate of pay, as that base rate of pay may have been modified pursuant to Article 26.

Article 9. OVERTIME

(a) OVERTIME DEFINED: Overtime is defined as any hours worked in excess of the regularly scheduled workday (ten (10) hours, or other shift pursuant to Article 23) or forty (40) hours in any City schedule pay period. Any overtime must be approved by the Employee's supervisor. The seven (7) day pay period is defined as Friday, 12:00 a.m. through Thursday, 11:59 p.m. The following paid time off shall be considered time worked for overtime purposes: holidays, annual leave, sick leave and compensatory time off. Overtime will not accrue for any travel time between the Employee's residence and the CCSO. If scheduled overtime (this does not include court time) is canceled with less than 8 hours' notice, the Employee is entitled to receive 2 hours of overtime pay.

(b) OVERTIME COMPENSATION RATE: Overtime will be compensated at the rate of time and one-half of the standard rate for all non-exempt employees. The standard rate for overtime purposes will be the base hourly rate of the Employee and does not include travel and other non-wage payments, or premiums for work outside his or her normal working hours or for Saturday, Sundays or holidays.

(c) OVERTIME PAID IN CASH OR COMPENSATORY TIME OFF: Overtime earned may be paid in cash or converted into compensatory time off under the following conditions:

1. Overtime earned during a work week may be converted as compensatory time at the rate of time and one-half at the election of the Employee.

2. Following a work week for which an Employee received cash payment for overtime, the Employee may not be directed to reduce work hours in order to maintain a constant level of earnings over the pay period in which the overtime was performed.

3. An Employee may elect to receive payment for all compensatory time earned as accrued on July 1 and December 1 up to a maximum of 120 hours in any

one fiscal year. To elect a payment, an Employee must submit to management, only during the months of June or November of each fiscal year, a request in writing for payment of a specific number of accrued compensatory hours.

(d) When an Employee is called at home and the Employee performs the required tasks at home or by telephone, that Employee will receive overtime at the rate of one and one-half times the Employee's base hourly rate for a minimum of 30 minutes. If the Employee receives more than one phone call within the same 30 minute time period, the Employee will not receive additional overtime pay.

Article 10. HOLIDAYS

(a) The following are paid holidays for employees of Carson City:

New Year's Day
Martin Luther King
President's Day
Memorial Day
Independence Day
Labor Day
Nevada Day
Veteran's Day
Thanksgiving Day
Family Day
Christmas Day

or any other day that may be appointed by the President of the United States, the Governor of Nevada or the Board of Supervisors for public fast, Thanksgiving or holiday. When a designated holiday falls on Saturday or Sunday, the Friday before or the Monday after, respectively, will be granted as a holiday. For non-standard workweek employees who normally work Saturday or Sunday, if the designated holiday falls on Saturday or Sunday, such day will be granted as a holiday for purposes of

holiday pay. The non-standard workweek employee shall not accrue additional holiday time for Friday or Monday that is observed as the holiday for standard workweek employees.

(b) If a holiday falls during an Employee's leave, it will not be charged as leave.

(c) HOLIDAY PAY: Pay for holidays will be as follows:

1. An Employee will be paid twice his or her base rate of pay for the actual number of hours worked that coincide with the designated City holiday. The holiday rate of pay begins on the graveyard shift the day before the designated City holiday. Holiday work may be granted in cash or in compensatory time off to be taken off with supervisory approval. An Employee not scheduled to work on a designated City holiday will receive holiday time equal to a regularly scheduled shift in accordance with Article 6.

2. An Employee who is required to work a holiday on his or her regularly scheduled day off or before or after his or her regularly scheduled work day will be compensated at two and one-half times his or her base rate of pay for all hours worked during the holiday.

(d) For the purposes of this Article, holiday hours:

1. For day shift and swing shift are those hours included in the 24-hour period starting at midnight of the designated holiday and ending at midnight the following day. For example, the 4th of July holiday begins at 12:00 a.m. on July 4 and ends at 12:00 a.m. on July 5.

2. For graveyard shift are those hours included in the 24-hour period starting at the beginning of the regularly scheduled start time for the graveyard shift before the holiday and ending at the regularly scheduled start time for the graveyard shift the following day. For example, the 4th of July holiday begins at 9:00 p.m. on July 3 and ends at 9:00 p.m. on July 4.

Article 11. ANNUAL LEAVE

(a) SCHEDULE:

1. An Employee may earn but is not entitled to take annual leave until he or she has completed six (6) months of service with the City. A regular, full time classified Employee will be granted annual leave benefits in accordance with the following schedule, which is based on continuous employment:

Time in Service	Accrual Rate
from 0 - 12 months	6 hours per month
from 12-24 months	8 hours per month
from 24-60 months	10 hours per month
60 months or more	16 hours per month
Maximum Accrual	280 hours

(b) ACCRUED ANNUAL LEAVE IN EXCESS OFMAXIMUM: Except as provided below any annual leave in excess of two hundred and eighty (280) hours accrued in the manner provided for, must be used prior to January 1st of the year following the year in which the annual leave in excess of two hundred and eighty (280) hours are accumulated or the amount of annual leave in excess of two hundred and eighty (280) hours will be forfeited.

If the previously approved scheduled leave is canceled by management and no additional time is available prior to the date when the Employee will forfeit accrued annual leave as provided above, then the hours which the Employee would have lost due to management's cancellation of approved leave will be allowed to accrue beyond the two hundred and eighty (280) hour maximum or, at the Employee's option, may be paid at the Employee's regular hourly rate for the hours in excess of the two hundred eighty (280) hour maximum. The maximum number of hours which can be accrued due to management's cancellation of approved leave is three hundred (300). An

Employee's new maximum of accrued leave exists only until management is able to schedule annual leave for the Employee that reduces his or her accrued leave to the normal two hundred and eighty (280) hour maximum.

(c) TEMPORARY EMPLOYEES: Employees hired on a temporary basis of less than six (6) months are not covered Employees under this Agreement and do not accrue leave. However, if a temporary employee is appointed to fill a non-temporary position, any leave he or she would have accrued will be credited to him or her.

(d) TERMINATION AND ANNUAL AND ACCRUED LEAVE: An Employee about to resign or about to retire under the provisions of the state Retirement Act, or who is to be laid off without fault on his or her part who has earned annual leave may be granted annual leave for the time so earned not to exceed a period of thirty (30) working days. Such annual leave must be taken prior to the effective date of any such resignation or retirement or layoff, or in lieu of such annual leave, the Employee may be granted a lump sum payment for annual leave time accrued to his or her credit. However, an Employee will not be paid for accumulated annual leave upon termination of his or her service unless he or she has been employed six (6) months or more. An Employee nearing retirement will be required to provide the City at least thirty (30) days' notice in order to allow the City sufficient lead time in hiring a successor.

(e) TIME ANNUAL LEAVE TAKEN: All annual leave will be taken at a time mutually agreeable to the Employee and his or her supervisor. The selection of annual leave schedules must be made on a seniority basis. For reasons deemed sufficient by the Sheriff or his or her designee, an Employee may, with the consent of Sheriff or his or her designee, take less than the normal annual leave in one year with a correspondingly longer annual leave the following year.

Article 12. SICK LEAVE

(a) **ACCRUED SICK LEAVE:** Each Employee is entitled to ten (10) hours of

sick leave with pay for each month or major fraction thereof of actual service without limitation for use purposes, but with a maximum of 1080 hours for purposes of compensation upon termination due to death or retirement from service of those Employees having ten (10) years or more of service with the City and in the public retirement system.

(b) **COMPENSATION FOR UNUSED SICK LEAVE:**

1. Employees, upon death or retirement having a minimum of 400 hours of accrued sick leave and years of Carson City service indicated below, will be compensated for all hours up to 1080:

Service Years	Maximum %
10-14	25%
15-19	50%
20-24	75%
25 plus	100%

2. In addition to the compensation for unused sick leave described in this subsection, an Employee who is eligible for purchase of service credits under the PERS system and applicable law, may, at his or her option convert unused sick leave into service credit under PERS at the rate of one hour of service credit for one hour of sick leave, subject to the following conditions and limitations:

a. Employees must maintain a balance of at least 400 hours of unused sick leave to be eligible to convert sick leave into retirement service credit. Accrued, unused sick leave in excess of 400 hours may be converted into retirement service credit.

b. An Employee's conversion of unused accrued sick leave into retirement service credits must be in increments of at least eight hours, subject to a maximum annual limit of 280 hours.

c. Employees desiring to convert unused accrued sick leave into retirement service credits shall submit a written request, on a form approved by the City, to the Sheriff and City Manager on or before December 1 of each year. If the Employee meets all the conditions set forth in this section, then the City must deduct the designated amount of sick leave from the Employee's account and proceed to

purchase retirement service credits from PERS in an amount equal to the number of hours elected to be converted by the Employee.

d. Upon retirement under PERS while employed by the City, an Employee may elect in writing to convert his or her unused accrued sick leave into retirement service credits up to a maximum of 680 hours.

(c) **FAMILY/MEDICAL LEAVE**: An Employee may be eligible for Family/Medical Leave subject to the provisions of Carson City policy and Federal Law to a maximum of twelve (12) weeks or four-hundred and eighty (480) hours in any twelve (12) month period.

(d) The City Human Resources Department will administer this leave and any leave granted is subject to requested and submitted medical documentation. All medical documentation will be maintained in strictest confidence by the City Human Resources Department.

(e) Medical documentation may be requested by the City Human Resources Department following any Employee absence of more than three (3) consecutive days.

(f) In accordance with City policy, no sick time may be used when an Employee is not sick.

(g) **WORKERS' COMPENSATION:** Absence due to injury incurred in the course of employment will not be charged against an Employee's sick leave for a period not to exceed ninety (90) calendar days from the date of injury. During this time, the City will provide full salary to the Employee upon the condition that the Employee must endorse and deliver to the City any benefits received pursuant to NRS Chapter(s) 616 and 617.

1. If an Employee is released to light duty by his or her treating physician, the Employee agrees to return to work immediately and be placed on a light duty assignment.

2. If an Employee is unable to return to full duty upon the expiration of ninety (90) calendar days, accrued compensatory time must be used to supplement benefits in order to receive full salary. Such accrued compensatory time will be charged only to the extent not reimbursed pursuant to NRS Chapters 616 and 617.

3. When accrued compensatory time has been exhausted, if the

Employee is still unable to return to work, accrued sick leave must be used to supplement benefits in order to receive full salary. Such accrued sick leave will be charged only to the extent not reimbursed pursuant to NRS Chapters 616 and 617.

4. When accrued sick leave has been exhausted, if the Employee is still unable to return to work, accrued annual leave must be used to supplement benefits in order to receive full salary. Such accrued annual leave will be charged only to the extent not reimbursed pursuant to NRS Chapters 616 and 617. If all accrued compensatory time, sick leave and annual leave is used, the Employee will receive no additional compensation from the City.

5. If an Employee is leaving City employment because he or she is permanently and totally disabled under NRS Chapters 616 and 617 from working in the job classification in which he or she is employed, he or she is entitled to use any accrued sick leave and annual leave prior to leaving. An Employee may be paid a lump sum for accrued leave if he or she requests it and the Sheriff approves it.

6. Employee benefits, sick leave and annual leave will continue to accrue as long as the Employee is eligible for fully salary as provided above.

(h) **PHYSICAL AGILITY INCENTIVE:** Any Employee, who passes the P.O.S.T. physical agility certification in May, will be entitled to a cash bonus of one thousand dollars ($1,000.00).

The City shall conduct the P.O.S.T. physical agility test during regular business hours in the month of May each year. The date and time of the test will be posted on CCSO bulletin and briefing boards and the Association bulletin board not less than thirty (30) days in advance. An Employee is entitled to release time to complete the test and any needed uniform change or grooming after the test using the CCSO-provided locker rooms. The test should be conducted at times to allow the maximum number of Employees to take the test with minimal schedule disruption (i.e., end of day shift, before swing shift, or end of graveyard, before day shift, or both).

(i) **CATASTROPHIC LEAVE**

1. An employee is eligible for catastrophic leave if he or she is unable to perform the duties of his or her position because of a serious non-industrial, non-work related illness or accident which is life threatening or which will require a lengthy

convalescence.

a. "Lengthy Convalescence" means a period of disability which an attending physician determines will exceed 10 weeks.

b. "Life Threatening" means a condition which is diagnosed by physician as creating a substantial risk of death.

2. Establishing the catastrophic leave account:

a. The City Manager may establish an account for catastrophic leave for all City employees.

b. An employee may request, in writing that a specified number of hours of his or her accrued sick leave be transferred from his or her account to the catastrophic leave account.

c. An employee may not transfer to the catastrophic leave account any hours of sick leave, if the balance in his or her account after the transfer is less than 240 hours. Sick Leave will be transferred at the rate of one hour for one hour credit donated.

d. The maximum number of hours which may be transferred in any one calendar year is 100. The minimum number of hours which may be transferred in any calendar year is 24 hours. Leave will be placed in a pool, except that the employee may transfer hours to the catastrophic leave account for use by a particular employee, who is eligible to receive the donation.

e. Any hours of sick leave which are transferred from any employee's account to the catastrophic leave account may not be returned or restored to that employee. This subsection does not prevent the employee from receiving leave pursuant to subsection 4 of this Article.

3. Request for catastrophic leave.

a. An employee who suffers a catastrophe as described in this Article may request, in writing, that a specified number of hours of leave be transferred from the catastrophic leave account to his or her account. The maximum number of hours

that may be transferred to an employee pursuant to this subsection is 320 per catastrophe. Catastrophic leave may not be used when the subject of the catastrophe is a member of the employee's immediate family. Catastrophic leave is limited to catastrophes which befall the employee.

b. The request must include:

(1) The employee's name, title and classification; and

(2) A description of the catastrophe and the expected duration of that catastrophe.

c. An employee may not receive any leave from the catastrophic leave until he or she has used all his or her accrued annual, sick and other paid leave.

d. An employee who receives leave from the account for catastrophic leave is entitled to payment for that leave at a rate no greater than his or her own rate of pay.

4. Approval of transferring the catastrophic leave.

a. The City Manager or his or her designee may approve the transfer of a specified number of hours of leave from the catastrophic leave account to the account of any employee who is eligible to receive such leave.

b. The decision of the City Manager or his or her designee concerning the approval of leave pursuant to this Article is final and is not subject to the grievance procedure, judicial review or review by the Board of Supervisors.

5. Review of status of catastrophe; termination of leave; disposition of hours not used:

a. The City Manager or his or her designee shall review the status of the catastrophe of the employee and determine when the catastrophe no longer exists. This determination is final and not subject to the grievance procedure, judicial review or review by the Board of Supervisors.

b. The City Manager or his or her designee shall not grant any hours of leave from the catastrophic leave account after:

(1) The catastrophe ceases to exist; or

(2) The employee who is receiving the leave resigns or his or her employment with the City is terminated.

c. Any leave which is received from the catastrophic leave account which was not used at the time the catastrophe ceases to exist or upon the resignation or termination of the employment of the employee must be returned to the catastrophic leave account.

6. Maintenance of records on catastrophic leave.

a. The City Human Resources Department shall maintain the records and report to the City Manager any information concerning the use of a catastrophic leave account to evaluate the effectiveness, feasibility and the cost to carry out this provision.

7. Employee: Definition

a. The term "employee" as used in these provisions of this Article relating to Catastrophic Leave includes all City employees.

8. Substantiation of Catastrophic Condition

a. The City Manager or his or her designee may require written substantiation of the catastrophic condition which is life threatening or which will result in a lengthy illness by a physician of his choosing. The cost of such written substantiation shall be borne by the employee.

Article 13. GROUP HEALTH INSURANCE

(a) All Employees, except those on temporary status and those excluded from enrollment by the terms and conditions of the insurance contract, may enroll in the City's group health insurance plan, and shall be covered after a waiting period in accordance with City policy.

(b) EMPLOYER-EMPLOYEE SHARE OF PREMIUM

1. The City shall pay one-hundred (100) percent of the Employee's premium

for a group health insurance plan, which includes medical, dental, vision and life insurance and fifty (50) percent of the Dependent's premium.

2. Beginning July 1, 2017, the City shall pay one-hundred (100) percent of Employee's group health insurance plan, which includes medical, dental, vision and life and sixty-five (65) percent of the Dependent's premium.

3. The Employee has the option of converting the health insurance coverage at the time of his or her separation from employment by commencing to pay 100% of the total premium. The City will pay 90% of retiree group health insurance medical coverage premiums plus 50% of the spouse's and eligible dependent's premium except as provided below. The City agrees to cover eligible retirees and dependents, as the term "dependents" is defined in the City's group health insurance plan in existence on the date of retirement, under the City group health insurance plan offered to active employees, as modified from time-to-time, and will include dental, vision and life insurance coverage in addition to the medical insurance.

a. In order to be eligible for the benefits provided in subsection 3 of section (b) of this Article, the bargaining unit Employee/retiree of CCSO: (i) must have a minimum of 20 years of full time service with CCSO; (ii) must have reached at least 47 years of age; and (iii) must have actually retired under the Nevada PERS retirement qualifications in existence on the date of the retirement. However, if a bargaining unit Employee retires prior to age 47 and meets the requirements of (i) and (iii) above, the bargaining unit Employee /retiree will be eligible for the benefits of this subsection 3 of section (b) of this Article upon attaining the age of 47, and, prior to age 47, is entitled continue as a retiree on the City group insurance plan and will be entitled to payment for insurance which the bargaining unit Employee qualifies pursuant to subsection 3 of section (b) of this Article and for which the bargaining unit Employee would otherwise qualify, had the bargaining unit Employee not been covered under the this Agreement, provided that a bargaining unit Employee retiring before age 47 must continue coverage under the City plan in order to be qualified for the benefits in subsection 3 of section (b) of this Article upon attaining age 47.

b. The City will pay premiums for:

(1) The bargaining unit Employee/retiree from the effective date of Nevada PERS retirement until death. After the Employee/retiree reaches the

eligibility age for federal benefits under Medicare or age 65, whichever occurs first, the health insurance coverage premium paid by the City on behalf of the Employee/retiree will be reduced to either (i) 50% of the "single employee with Medicare premium", or (ii) the payment to which the Employee/retiree would otherwise be entitled under the then existing City policy or regulation providing for insurance payments for retired City employees, were the Employee/retiree eligible for insurance contribution under the policy or regulation. The Employee/retiree shall, in the Employee's/retiree's sole discretion, elect between (i) and (ii), at the time of Medicare eligibility. Under both (i) and (ii) such coverage under the City's group insurance plan is secondary to Medicare coverage. If Medicare age has been increased beyond age 65, the 50% payment under (i) shall apply to the "Employee without Medicare" premium. In the event the City eliminates the policy or regulation for subsidizing payment of retiree health insurance, any Employee/retiree who elected (ii) above will automatically revert to receiving the benefits specified in (i) above. In order to receive payment under either (i) or (ii), the Employee/retiree must comply with any requirements pertaining to Medicare, which are imposed by the City's insurance carrier, as a precondition to being eligible to qualify as a retiree covered by the insurance plan, as modified from time-to-time, or required by law.

(2) The spouse of the bargaining unit Employee/retiree (current at time of the Employee's separation from the City) until death or divorce. After the spouse reaches the eligibility age for federal benefits under Medicare, or age 65, whichever occurs first, the health insurance coverage premium paid by the City on behalf of the spouse will be reduced to 25% of the "single dependent with Medicare" premium. After reaching the eligibility age for federal benefits under Medicare, such coverage under the City's group insurance plan is secondary to Medicare coverage. In order to receive payment once the spouse has reached the eligibility age for federal benefits under Medicare, the spouse must comply with any requirements pertaining to Medicare, which are imposed by the City's insurance carrier, as a precondition to being eligible to qualify as a spouse covered by the insurance plan, as modified from time-to-time, or required by law. In the event a retiree remarries after separation from the City, the spouse will not be included in the health insurance premium subsidy.

(3) Dependents (current at time of bargaining unit employee's separation from the City), as defined by the rules of the City group health insurance plan in effect at the time of separation. After the dependent reaches the eligibility age for or is otherwise eligible for federal benefits under Medicare, or age 65, whichever occurs first, the health insurance coverage premium paid by the City on behalf of the dependent will be reduced to 25% of the "single dependent with Medicare premium". After reaching the eligibility age for, or if otherwise eligible for federal benefits under Medicare, such coverage under the City's group health insurance plan is secondary to Medicare coverage. In order to receive payment once the dependent has reached the eligibility age for or is otherwise eligible for federal benefits under Medicare, the dependent must comply with any requirements pertaining to Medicare, which are imposed by the City's insurance carrier, as a precondition to being eligible to qualify as a dependent covered by the insurance plan, as modified from time-to-time, or required by law.

(4) In the event of death of the bargaining unit Employee/retiree, the spouse will continue to receive the subsidy benefit until death or remarriage subject to the requirements in b2. Dependents, as defined hereinabove, will continue to receive benefits in the event of death of the Employee/retiree as long as they meet the definition of dependents in the City group health insurance plan in effect at the time of retirement.

(5) In the event of a catastrophic injury or medical illness which forces a bargaining unit Employee who has not reached 20 years of full-time service with CCSO and age 47 to retire from service of CCSO under NRS 616 and 617 (Work Related Injury or Illness) or as a Nevada PERS disability retirement, this benefit will be prorated for the Employee at 5% per year of service after the Employee has worked for CCSO for 10 years, up to a maximum of 90% and subject to the provisions hereinabove concerning the bargaining unit Employee reaching the eligibility age for or being otherwise eligible for federal benefits under Medicare, or age 65, whichever occurs first. Ten years starts at 50%. The benefit under this subparagraph 5 does not apply to spouse or dependents and does not trigger any spousal or dependent benefits under

this Article.

c. If the benefits provided to retirees, their spouses and dependents under subsection 3 of section (b) of this Article are modified (reduced or eliminated) in the future by mutual agreement of the City and the Association including binding fact-finding or interest arbitration pursuant to NRS Chapter 288, such modification shall not apply to retirees, their spouses and dependents then receiving the benefits, and the retiree, his or her spouse or dependent will continue to receive the benefit on the basis specified by this Agreement in effect as of the date of retirement.

(c) This provision of the Agreement is in exchange for a permanent 5% reduction in the cost of living increase that was due July 1, 2012 in the bargaining unit Employee's biweekly base salary and is therefore in effect on this same date. If the Retirement Insurance benefit provided for in this Article be eliminated, the 5% permanent reduction in the Employee's biweekly base salary will be restored on the effective date of elimination of this benefit and will include compounded interest (based on prime rate) accrued from July 1, 2012 to and including the date of the benefit elimination.

(d) Nothing contained in subsection 3 of section (b) of this Article is intended to revoke, repeal, replace or otherwise modify the rights created in Article 12 of this Agreement.

(e) An Employee on leave without pay may continue the group health insurance coverage for a maximum period of one year by making application to the Human Resources Department and enclosing a certified check payable to Carson City.

(f) The City agrees that any changes in medical insurance benefits will be made in accordance with Nevada law.

(g) Employees and their dependents (husbands, wives and children) will not be billed for any ambulance fees charged by the Carson City Fire Department which are not covered by insurance.

Article 14. GROUP LIFE INSURANCE

The City shall pay one hundred percent (100%) of the premium for a fifty thousand dollar ($50,000.00) policy or policies of that value in the aggregate of Group Term Life Insurance for each of the Employees.

Article 15. ASSOCIATION DUES AND PAYROLL DEDUCTION PRIVILEGES

(a) Employees may authorize payroll deductions for the purpose of paying the Association dues. Upon the execution of the proper personnel payroll document filed with the Carson City Chief Financial Officer, and coinciding with the commencement of a payroll period, the City agrees to deduct from the wages of an Employee, on a bi-weekly basis, such sums as the Employee may specify for Association dues and the City's approved group health and dental insurance.

(b) The Association will indemnify, defend and hold the City harmless against any claims made and against any suits instituted against the City on account of any action taken or not taken by the City in good faith under the provisions of this Article. The Association agrees to refund to the City any amounts paid to it in error on account of the payroll deduction provision upon presentation of proper evidence thereof.

(c) An Employee's earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of the appropriated Association dues. When a member in good standing of the Association is in non-pay status for an entire pay period, no withholding will be made to cover that pay period from future earnings. In the case of an Employee who is in non-pay status during only part of the pay period, and the wages are not sufficient to cover the full withholding, no deductions will be made. In this connection, all other legal and required deductions have priority over Association dues.

Article 16. EMPLOYEE GRIEVANCE PROCEDURES

(a) DEFINITIONS:

A "grievant" is any Lieutenant or Captain who has a dispute or claim arising out of or relating to the working conditions or the interpretation or the application of this Agreement.

A "working day" means any day Monday through Friday, excluding State and Federal Holidays.

(b) INDIVIDUAL EMPLOYEE GRIEVANCE PROCEDURES:

Any dispute or claim arising out of or relating to the working conditions or the interpretation or the application of this Agreement must be resolved in the following manner:

1. Any Employee may file a grievance relating to any condition arising out of the employer-employee relationship including, but not limited to, classification, compensation, working hours, working conditions, or the interpretation of any law or regulation. This does not preclude informal discussions and attempts to resolve the problem prior to filing a formal grievance, even though such discussions are not part of the formal grievance procedure.

2. When an Employee becomes aware, or should have been aware or discovered that a problem exists, the Employee shall, within fifteen (15) working days after the problem occurred or was discovered, submit to the Sheriff, a grievance form duly signed and dated which must contain the following:

a. A brief statement of the grievance.

b. The date the grievance occurred or was discovered.

c. State remedy sought.

d. The signature of the Employee.

e. The date of submission to the sheriff.

f. The following statement: "Failure to respond within ten (10) working days will result in the grievance being automatically moved to the next step as if the grievance was denied and timely appealed if this period has not been mutually

extended in writing by the Parties."

3. If the Sheriff denies the grievance, the Sheriff must so indicate in writing, providing the reason for the denial, signed and dated, on the grievance form and return it to the Employee for his or her response. The Sheriff has ten (10) working days from the date of receipt to respond.

4. If the Employee does not agree with the decision of the Sheriff, the Employee may forward the grievance and all attachments to the Human Resources Director within ten (10) working days of receipt from the Sheriff.

5. The grievant shall meet informally with the Sheriff and discuss the matter. If the grievant is not satisfied with the outcome of the meeting, the grievant must present a written grievance to the Sheriff within fifteen (15) working days of the time that the grievance is known or reasonably should have been known.

6. If the Sheriff denies the grievance or fails to respond to the grievance within ten (10) working days, the grievance must be submitted to the City Human Resources Director. The City Human Resources Director shall, by written notice to the Parties within five (5) working days of receipt of the written grievance, direct that the Parties proceed to non-binding mediation. Mediation must be held within twenty-one (21) working days of the written notice provided by the Human Resources Director unless mutually agreed upon by the City and the Association. If the Parties are unable to agree on a person to act as a neutral mediator, a request for a mediator must be made to the Federal Mediation and Conciliation Services (FMCS) by either Party. Any costs of mediation must be split evenly between the Association and the City. If the Parties are unable to resolve the grievance through mediation, the grievant may, within ten (10) working days of mediation, submit the grievance to arbitration for resolution.

7. If the grievance is not resolved through mediation, the grievance may be submitted to arbitration by notifying the other Party in writing within ten (10) working days of the deadlock. If a grievance is not submitted to arbitration after mediation, it shall be deemed denied or settled on the basis of the last administrative decision. The

Party requesting arbitration shall notify the other Party within the ten (10) working day period. If the Parties are unable to agree upon an arbitrator, the Party initiating the arbitration shall request a list of seven arbitrators from the Federal Mediation and Conciliation Service, or the American Arbitration Association. Failure to make a written request for a list within thirty (30) working days after notice to the other Party will constitute a waiver of arbitration and a denial or settlement of the grievance on the basis of the last administrative decision. The Arbitrator shall be selected in the manner provided by NRS 288.200.

8. The Arbitrator shall convene a hearing as soon as reasonably possible at the mutual convenience of the Arbitrator and the Parties. The expenses for witnesses or counsel for either side must be paid by the Party producing such witnesses or retaining such counsel. A stenographic record must be taken of each hearing. The costs of the record, the Arbitrator's fees and expenses must be assessed by the Arbitrator on either or both Parties in his or her discretion.

9. The Arbitrator shall have no authority to amend or delete any of the terms of this Agreement or any of the Sheriff's Department rules, regulations and policies. A decision of the Arbitrator must be based solely on the evidence and the arguments presented by the Parties at the arbitration hearings, and the decision of the Arbitrator is final and binding except as provided by law.

10. Time limits prescribed in this Article are intended to expedite the grievance procedure. Failure of an aggrieved Employee to comply with this Article within the set time limits shall constitute a waiver of the grievance. Any time limits may be extended by mutual written agreement of the Parties which must not be unreasonably withheld.

11. The Sheriff will neither settle nor deny the grievance without first notifying the Association that the grievance has been filed. In all instances, the Association has the right to intervene. If the Association did not agree to arbitration, it is not responsible for any fees or expenses under subsection 8 of section (b) of this Article. The grievant,

however, will be responsible for any fees or expenses under subsection 8 of section (b) of this Article. In addition, if the Association does not agree to arbitration, the Arbitrator may require the payment of one-half the estimated cost of the arbitration in advance of any hearing. If the payment is not made, the grievance shall be deemed denied or settled on the basis of the last administrative decision.

12. E-mail may be used for grievance submission and time waivers.

Article 17. BILL OF RIGHTS

This Agreement hereby adopts and incorporates by this reference the provisions of NRS Chapter 289 , known also as the Police Officers Bill of Rights, as they may be amended from time to time.

Article 18. DEPARTMENTAL TRAINING COURSES

(a) Upon approval of the Sheriff and if budgeted CCSO training funds are available, bargaining unit Employees will be reimbursed for reasonable tuition, books and consumable educational material costs for educational training courses that meet the following conditions:

1. The training is directly related to the required skill or education for the Employee's current position. No reimbursement can be made for promotional preparation except for those Employees who are pursuing their certification for Intermediate, Advanced or Management levels.

2. The training is in accordance with the departmental training program.

3. The costs are borne by the Employee and any support, grant, assistance provided or assumed by another institution, government agency, scholarship or grant-in-aid will be deducted from any reimbursement amount.

4. The course must be taken from a recognized and accredited school or POST certified program and the Employee must present evidence of successful attendance and completion of the training before reimbursement can be considered for

approval by the Sheriff.

5. The Employee provides written, official documentation of the costs of tuition, books, and consumable education materials actually used as a requirement of the course at the time he or she requests reimbursement.

6. The decision of the Sheriff about the relatedness to current job performance is final and not subject to grievance by the Employee under this Agreement.

7. Training at the direction of the Sheriff will be at CCSO's expense and time and related travel by the Employee will be governed by the Fair Labor Standards Act and the City's travel policies.

Article 19. STANDBY AND ON-CALL PAY

(a) An Employee who is requested to be on a standby status shall be paid at the rate of $2.00 per hour for each hour of standby status.

(b) An Employee assigned to scheduled on-call status will receive ten (10) hours of compensatory time for each work week assigned to such activity. Lieutenants or Captains assigned to on-call status of less than one (1) work week will not receive ten (10) hours of compensatory time, but will receive $2.00 for each hour the Employee is on on-call status pursuant to section (a), standby status.

Article 20. TRANSFERS

(a) If an Employee is to be permanently transferred by the City, he or she must be given reasonable notice of such transfer.

(b) No employee may be transferred solely for the purpose of harassment or discipline, or discriminatory motives.

(c) Employees will be transferred or reassigned consistent with their civil service classifications, grade and step.

Article 21. SAFETY

The City shall make every reasonable effort to provide and maintain a safe place of employment. The Association shall urge all employees to perform their work in a safe manner. Employees shall be alert to unsafe practices, equipment or conditions and report same to their immediate supervisors.

Article 22. DISCIPLINARY ACTIONS

As a general policy, discipline must be administered or imposed to fit the circumstances and on a basis of escalating punishment. No discipline may be imposed except for just cause.

(a) WARNING AND REPRIMAND

Whenever Employee performance falls below standard, the supervisor must inform the Employee promptly and specifically in writing of any deficiency. If appropriate and justified, following a discussion of the matter with the Employee, a reasonable period of time of no less than thirty (30) days, will be allowed for improvement or correction before initiating disciplinary action. In situations where oral or written warning has not resulted in a correction of the condition or where more severe initial action is warranted, a written reprimand must be sent to the Employee and a copy placed in the Employee's personnel folder, filed at the City Human Resources Department.

(b) SUSPENSION

If a written reprimand is not effective, or in those cases where the seriousness of the offense or condition warrants, an Employee may be suspended without pay for cause by the Sheriff or his or her designee for a period not to exceed two hundred forty hours (240) hours. In lieu of not coming to work, a suspended Employee may use accrued compensatory time or annual leave equal to the number of hours suspended.

(c) INVOLUNTARY DEMOTION AND DISMISSAL

When other forms of disciplinary or corrective action have proved ineffective or when the seriousness of the offense or condition warrants, the Sheriff or his or her designee may demote or dismiss for cause.

(d) NOTICE OF SUSPENSION, INVOLUNTARY DEMOTION OR DISMISSAL

The Sheriff's decision regarding suspension of more than ten (10) scheduled shifts, involuntary demotion or dismissal must be given to an Employee in writing specifying the action to be taken, detailing the grounds upon which the action is based, including specification of standards, rules, regulations or policies violated and date of action taken, which must not be earlier than five (5) working days from date of delivery of Specificity of Charges to the Employee.

Date of receipt shall be deemed the date of personal delivery of the notice to the Employee which also must be the effective date of said discipline unless another effective date is specified in said notice.

The Sheriff or his or her designee may elect to serve notice upon an Employee by mail. In such an event, the notice should be mailed to the Employee at his or her last known address by registered or certified mail, return receipt requested. Date of receipt shall be deemed the date of delivery as indicated on the return receipt. If the notice is returned to the sender, date of receipt shall be deemed to be on the third day after the date of mailing the notice.

(e) SPECIFICITY OF CHARGES

1. Before any disciplinary action can be taken under section (b) or (c) of this Article, the Employee to be so disciplined must be provided with a Specificity of Charges including a statement of facts constituting conduct for which discipline can be imposed, together with a statement of specific rules, regulations, ordinances, laws or

policies violated.

2. The Specificity of Charges must be signed by the Sheriff or his or her designee.

3. The Employee who is the subject of the discipline must be given an opportunity to sign the Specificity of Charges. The Employee's signature, however, does not constitute an admission of guilt. The signature is merely acknowledgment of receipt of Specificity of Charges.

(f) GRIEVANCE REVIEW OF DISCIPLINARY ACTIONS.

1. All disciplinary actions are subject to review by appeal through the grievance procedures set forth in Article 17.

2. Letters of hearing or reprimand not appealed through the grievance procedure at time of issue are nevertheless subject to evidence of mitigation or aggravation in any disciplinary action, in which such letters are a basis for, or are offered in support of, all subsequent disciplinary action.

3. Disciplinary documents will be of no force or effect twelve (12) months after date of issue and must be removed from personnel files at that time, provided that the same or similar conduct which gave rise to the disciplinary action or related misconduct has not reoccurred.

Article 23. DUTY TO DEFEND.

The City has a duty to defend any Employee named as a defendant in any action arising out of the scope or performance of employment duties coupled with the tender of a defense on behalf of the Employee with adequate notice and participation in all aspects of proceedings, including any compromise and settlement, trial, appeal up to and including final disposition subject to the provisions of the NRS. The City shall hold harmless and indemnify any Employee named in any and all claims, judgments, losses and demands as a result of such actions.

Article 24. RETIREMENT

(a) All Employees covered by this Agreement will be covered by the State of Nevada Public Employees Retirement System under benefits granted to Firemen and Policemen pursuant to NRS Chapter 286.

(b) The City agrees to make Health Insurance Coverage available to all Employees who retire from CCSO and who are eligible to receive retirement benefits.

(c) Employees who have attained the age of seventy (70) years will be eligible for continued employment on a year-to-year basis upon the recommendation of the Sheriff and approval of the Board of Supervisors.

(d) Employees must be retired from employment with the City in accordance with the provision of this Article and NRS Chapter 286.

(e) If PERS or the Nevada State Legislature take any single action to increase the total contribution rate for the Police and Firefighter's Retirement Fund in an amount of 1.5% or less, the City will pay one half of the increase up to .75%, and the Employee's salary will be reduced by one half of the increase up to .75%. However, the City will increase the Employee's salary on the effective date of the reduction in salary in an amount equal to the reduction made to the Employee's salary.

(f) If PERS or the Nevada State Legislature takes any single action to increase the total contribution rate for the Police and Firefighter's Retirement Fund in an amount that exceeds 1.5%, Carson City will pay one-half of the increase and the Employee's salary will be reduced by one-half of the increase. However, the City will increase the Employee's salary .75% on the effective date of the reduction. Any amount over 1.5% will be split equally between the City and the Employee.

Article 25. UNIFORM ALLOWANCE

(a) The City will pay each Employee a uniform allowance of $1,850.00 per year with semi-annual payments included with the first paycheck of June and the first paycheck of December. Effective July 1 of each subsequent year of this Agreement,

the uniform allowance will increase by $50.00. The uniform allowance will cover the full cost of original purchase, replacement and upkeep of the uniform during the time of employment with the City. If the Sheriff alters, modifies or changes in any way the existing uniform requirements, the Association will be given reasonable notice. The City will bear the full cost of any such alterations, modifications or changes in the existing uniform requirements.

(b) The City will purchase uniforms and other gear, including body armor and body armor cover described herein, required but not issued by CCSO for each new Lieutenant or Captain hired. A Lieutenant or Captain for whom such purchases have been made will not receive a uniform allowance on the first two occasions when such checks are issued after the date of his or her hire. If a Lieutenant or Captain on whose behalf such purchases are made is terminated or leaves the service of CCSO for any reason during the probationary period, the uniforms and other gear purchased , including body armor and body armor cover, must be returned to the City.

(c) The City will purchase body armor and one body armor cover for each Lieutenant or Captain upon hire and then once every five years, with such expenditure not to exceed $1,250.00 per Lieutenant or Captain. The cost of the body armor purchased will be paid by the City directly to the vendor of such body armor upon presentation to the Sheriff or his or her designee a receipt for the purchase. The purchase of Body armor pursuant to this provision applies to 25% of the total number of Employees in each year of this Agreement. The Association must provide to CCSO a list of all Employees eligible during each year of this Agreement.

(d) In the event an Employee loses or damages uniforms, equipment, watches or eye glasses in performance of duties and not caused by the Employee's own negligence, the City will reimburse the cost of items lost or damaged as follows:

1. Watches and sunglasses: up to $100.00 each per incident.
2. Prescription glasses: up to maximum of $300.00 per incident.
3. All other items: $400.00 total per incident.

This provision includes clothing worn by Employees assigned in plain clothes capacity.

In order to receive any benefit under this Article, an Employee must report any claims prior to the end of the shift in which the incident occurred, unless such report is not possible or practical at that time. Employees must turn in all damaged equipment or clothing for reimbursement. Items will be replaced with like-kind or cost equivalent value.

Article 26. SPECIAL PAY PRACTICES

(a) SPECIAL PAY

1. Employees are eligible for educational incentive pay and P.O.S.T. incentive pay in the manner provided below:

a. Employees who have attained an Associates Degree will receive a two and one-half percent pay increase and those who have attained a Bachelors Degree will receive a five percent pay increase.

b. For those Employees who attain a Nevada advanced P.O.S.T. certificate, the following proficiency pay will be paid as follows:

(1) Advanced P.O.S.T.: 1.5% added to base pay.

(2) Supervisory/Management P.O.S.T.: 3% added to base pay.

(3) Executive P.O.S.T.: 4.5% added to base pay.

The proficiency pay described above will be paid only for the highest certificate earned and will not be cumulative. Employees receiving educational incentive pay for either an Associates Degree or a Bachelors Degree will continue to receive the incentive pay unless they choose to take the P.O.S.T. incentive pay. An Employee cannot receive both the educational incentive pay and the P.O.S.T. incentive pay.

(b) LONGEVITY:

1. Employees who have completed five (5) years of service with CCSO will receive ½% of the individual Employee's base salary. For every additional year of service after the fifth year, the Employee must be paid an additional ½% per year up to a maximum of 8% of the individual Employee's base salary. Payment for longevity will be paid on the last payday in July.

2. An Employee who is on leave without pay for an entire six-month period of qualification is not entitled to pay for longevity for that period.

3. An Employee who retires or dies during the annual qualifying period is eligible for pro-rate longevity pay.

4. An Employee who is laid-off and is rehired within one year from the date of the lay-off is eligible for pay for longevity he or she would have earned if he or she had not been laid-off.

5. If an Employee who is eligible for military re-employment has been re-employed, the time during which he or she was not employed by CCSO because of his or her military service will be counted when determining the rate of pay for longevity. The person is not eligible for payment for the time not employed by CCSO.

Article 27. LAYOFF POLICY AND PROCEDURE

(a) DEFINITIONS FOR THIS POLICY ONLY

1. Break In Service. A break in service occurs when an Employee resigns, is discharged for cause or retires. However, City seniority accrued prior to layoff will be continued upon recall and re-employment. Job classification seniority may be continued if the Employee is rehired into the same job classification. If there is a voluntary interruption or break in service, seniority will commence as of the date of last entrance into City service. Leave designated under the FMLA will not be considered a break in service.

2. City Seniority. An Employee will have City seniority as of the date

of hire following the successful completion of the initial probationary period.

3. Divisions. A division is defined as a clearly established first sub-unit of a department which has been determined by the department administrator.

4. Job Classification Series. A job classification series is defined as the normal line of progression from trainee, entry or preparatory levels to supervisory or administrative levels within a job specialty. The minimum qualifications, tests for fitness, and the duties and responsibilities are similar but different in level. Class series also includes all positions which an Employee has previously held within CCSO.

5. Job Classification Seniority. An Employee will have job classification seniority as of the date of appointment to the job following the successful completion of the probationary period.

6. "Regular" Employee. An Employee who has completed the probationary period, but is serving a new probationary period for any reason is considered a Regular Employee for layoff purposes. If an Employee has been employed in a class series for a period of time equivalent to the minimum required to complete a probationary period, but because of promotions within that class series had never completed a probationary period, he or she will for layoff purposes be considered an Employee.

7. Seniority. Seniority will be calculated on the basis of calendar days of continuous service.

(b) PROCEDURE

1. Determination of job classifications to be affected by layoffs. The Sheriff shall determine which job classifications of CCSO will be subject to layoffs.

2. Notice to Bargaining Unit. Whenever it is determined that a layoff of employees may occur because of lack of work or funds, the City Manager must give written notice of the layoff, including the specific reason(s) such action is necessary and the estimated length of the layoff period to the Association at least seven (7) calendar days prior to the effective date of notification to employees.

3. Sequence of Layoff. Within the job classifications selected for layoff, the following sequence of layoff will occur:

a. Probationary employees must be laid off first,

b. Regular employees must be laid off only after those layoffs within paragraph a of this subsection have been exhausted.

4. Notice of Layoff. All Employees to be laid off will be given written notice of such layoff at least thirty (30) calendar days prior to the effective date.

5. Vacancies. Whenever possible, Employees will be permitted to fill available vacancies, so long as the Employee meets minimum qualifications and successfully completes any necessary tests. If offered, the Employee must submit his or her decision in writing within seven (7) calendar days of notification to the City Human Resources Department .

6. Bumping

a. Any Regular Employee who is to be laid off may elect to replace an employee in a lower level of the same classification series provided the bumping employee:

(1) has more city seniority than the employee being bumped;

(2) meets the minimum occupational qualifications.

b. An employee electing to exercise bumping rights shall assume the grade of the employee being bumped and the step closest to his or her existing salary at the time of the layoff.

c. Any employee who is bumped has the right to exercise bumping rights in accordance with the provisions of this subsection. The decision to bump must be submitted in writing within seven (7) calendar days of notification.

d. Those employees laid off within CCSO who have attained their present positions by promotion or appointment through the affected class series

will have employment rights at the next lower level within the department and will become the senior member in the lower class.

7. Seniority. Whenever it is determined that a layoff of employees will occur, the City agrees to supply current city seniority lists and job series seniority lists to the various Employee Associations for the jobs being affected.

8. Ties. In the case of seniority or job classification ties, scores will be used to break it if available; i.e., highest score. If scores are not available, then lots must be drawn.

(c) RECALL

1. The name of an employee who has been laid off will be placed on a re-employment list and will be recalled in the inverse order in which the employee was laid off. Persons on such a list will be offered appointment to an opening in the job classification or equated job classification or any vacancy for which he or she is qualified and no new employee will be hired until all qualified employees on layoff status desiring to return to work have been offered the position. The employee must provide the City with any address change while waiting for recall.

2. Notice of recall will be made in writing by certified mail to the employee's address of record.

3. An employee who is sent notice of recall must respond within ten (10) working days of the receipt of the notice of certification for recall.

4. An employee recalled to his or her former or equated job classification must report for re-employment on the date established by the department administrator or be considered to have abandoned his recall rights so long as said date is beyond ten (10) working days from the date of receipt of the recall notice.

5. An employee recalled to a job classification with a lower salary rate than his or her previous job classification may refuse such position and remain eligible for recall. In the event that an employee accepts such a position, his or her name will be removed from the re-employment list.

6. An employee on layoff accrues no additional sick leave or vacation time.

Article 28. COURT TIME

An Employee who appears to testify pursuant to a subpoena in any court or administrative proceeding that is required by the Employee's job will receive his or her regular salary during the period of court or administrative testimony or pretrial conference required by the District Attorney. If such court or administrative testimony is during the Employee's regular time off, he or she is entitled to a minimum of three (3) hours overtime pursuant to Article 9 if the Employee has already worked in excess of forty hours a week during the time scheduled for said court testimony. Such court time includes time involved in obtaining evidence or other related matters at CCSO. The Employee must first obtain his or her supervisor's written approval in order to be eligible for overtime for any pretrial conference required by the District Attorney or for any time involved in obtaining evidence or other required matters at CCSO. Employees subpoenaed to testify by the District Attorney shall tender any witness fees received to the City. Employees who testify pursuant to a subpoena during the Employee's regular time off are not entitled to call back pursuant to Article 8. Employees who are not subpoenaed but are ordered to testify by the District Attorney or by the Employee's supervisor are entitled to call back pursuant to Article 8. If the subpoena is canceled or the order to testify rescinded prior to the off duty Employee's departure for his or her court appearance, there is no entitlement to overtime pursuant to this Article.

Article 29. JURY DUTY

Any employee of the City who is required to serve on any jury will receive his or her regular salary during the period of jury service, provided that he or she remit his or her compensation for such jury duty to the Treasurer for deposit in the General Fund.

Article 30. MILITARY LEAVE

Any employee who is an active member of the Nevada National Guard or any reserve component of the United States Armed Forces will be relieved from his or her duties upon request to serve under orders on training duty without loss of his or her regular compensation for a period not to exceed fifteen (15) working days in any calendar year. Any such absence will not be deducted from the employee's accrued vacation.

Article 31. PAYMENT UPON DEATH OF EMPLOYEE

If an Employee dies while owed compensation by the City, the City will pay the compensation owed pursuant to the terms of this Agreement.

Article 32. SAVINGS CLAUSE

(a) This Agreement is the entire Agreement of the Parties, terminating all prior arrangements and practices and concluding current negotiations during the term of this Agreement. The City shall from time to time meet with the Association to discuss its views relative to the administration of this Agreement and the Association or the City Board of Supervisors may request discussion so desired.

(b) If any provision of this Agreement is found to be in contravention of any Federal or State law by a court of competent jurisdiction, such particular provision shall be null and void, but all other provisions of this Agreement shall remain in force and effect. The Parties hereto agree to renegotiate any provision found to be in contravention of State or Federal law.

Article 33. ABSENCE OF SHERIFF

Any reference to the Sheriff in this Agreement includes his or her authorized designee in the event the Sheriff is absent for any reason.

Article 34 FISCAL EMERGENCY

(a) The City has the right to reopen this Agreement for additional, further, new or supplementary negotiations relating to compensation or monetary benefits during a period of fiscal emergency. Negotiations must begin not later than 21 days after the City notifies the Association that a fiscal emergency exists. For the purposes of this section, a fiscal emergency shall be deemed to exist:

1. If the amount of revenue received by the general fund of the City during the last preceding fiscal year from all sources, except any nonrecurring source, declined by 5% or more from the amount of revenue received by the general fund from all sources, except any nonrecurring source, during the next preceding fiscal year, as reflected in the reports of the annual audits conducted for those fiscal years for the City pursuant to NRS 354.624; or

2. If the City has budgeted an unreserved ending fund balance in its general fund for the current fiscal year in an amount equal to 4% less of the actual expenditures from the general fund for the last preceding fiscal year, and the City has provided a written explanation of the budgeted ending fund balance to the Department of Taxation that includes the reason for the ending fund balance and the manner in which the City plans to increase the ending fund balance.

(b) The City shall include, with the notification, all relevant financial data and other information which supports the existence of the fiscal emergency. The Association will be allowed, in a timely fashion, to audit any and all documents to ensure that a fiscal emergency does exist, as defined above.

(c) If the Parties are unable to reach an agreement within 10 days from the first day negotiations begin, then either Party may submit to an expedited fact-finding. Once the fact finder's recommendation is rendered, the Parties must commence negotiations within 5 working days. If the Parties do not reach agreement within 10 working days, then either Party may submit to expedited binding arbitration. The decision of the arbitrator is final.

Article 35. ADOPTION AND DURATION OF AGREEMENT

(a) This Agreement is effective on July 1, 2019 and remains in effect until June 30, 2024 unless amended as provided herein. The Parties agree that this Agreement replaces any previous collective bargaining agreement between the Parties.

(b) This Agreement automatically renews for successive one-month terms after the initial term of this Agreement. If a Party desires to negotiate a changeto any provision of this Agreement, that Party must notify the other Party in writing of the Article or Articles that the Party wishes to negotiate.

(c) If either the City or the Association desires to make changes in any Article of this Agreement during its term, it must give written notice to the other Party of the desired changes. The other Party has the right to agree to re-open the Article, or disagree. If either Party disagrees to open this Agreement for changes, the Agreement remains in full force and effect until the end of the term.

(d) The Parties shall promptly commence negotiations. If the Parties have not reached agreement by April 10th of the year in which the term of this Agreement expires, either Party may submit the dispute to an impartial fact-finder at any time for his or her findings. The fact-finder shall make recommendations of the unresolved issues.

(e) If the Parties have not reached an agreement within ten (10) days after the fact-finder's report is submitted, all issues remaining in dispute must be submitted to an arbitrator.

(f) NRS Chapter 288 will govern fact-finding and arbitration between the parties.

(g) In the event that future agreements are not reached prior to July 1st of the applicable contract year, all awards rendered by the final binding arbitrator shall be retroactive to July 1st of the year negotiations commenced.

(h) In the event a successor agreement is not agreed upon before the termination date of this Agreement, June 30, 2024, the City will not pay to or on behalf of any Employee any compensation or monetary benefit greater in any amount covered under this Agreement. Nonetheless, upon the termination of this Agreement with no

successor agreement in place, the City may pay an increase in compensation or monetary benefits during the first quarter of the next ensuing fiscal year or pay an increase in its portion of the matching contribution rate for employees and employers in accordance with an adjustment in the rate of contributions pursuant to NRS 286.450.

CARSON CITY

By: _____
ROBERT L. CROWELL, Mayor

CARSON CITY SHERIFF'S SUPERVISORY ASSOCIATION on behalf of the Carson City Lieutenants/ Captains

By: _____
JIM PRIMKA, President

ATTEST:

_____
Aubrey Rowlatt, Clerk-Recorder

APPENDIX A

Effective July 1, 2019 through June 30, 2024

PAY RATES		
STEPS	ANNUAL SALARIES	PERCENTAGE INCREASE
SSL 1	$116,407.50	N/A
SSL 2	$119,899.73	3%
SSL 3	$123,496.72	3%
SSL 4	$127,201.62	3%
SSL 5 *	$131,653.67	3.5%
SSL 6 *	$136,261.55	3.5%

* Employees are not eligible to move to SSL 5 until Fiscal Year 2022 or SSL 6 until Fiscal Year 2024.

INITIAL STEP PLACEMENT ON JULY 1, 2019	
STEPS	LIEUTENANT OR CAPTAIN POSITION (EMPLOYEE NUMBER)
SSL 1	
SSL 2	938
SSL 3	
SSL 4	486 & 492
SSL 5	
SSL 6	

Agenda Item No: 11.A

STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** January 5, 2023

Staff Contact: Sheri Russell-Benabou, Chief Financial Officer

Agenda Title: For Possible Action: Discussion and possible action regarding the report on the condition of each fund in the treasury and the statements of receipts and expenditures through December 23, 2022, per NRS 251.030 and 354.290. (Sheri Russell-Benabou, srussell@carson.org)

Staff Summary: NRS 251.030 requires the Chief Financial Officer (for the purpose of the statute acting as the County Auditor) to report to the Board of Supervisors, at each regular meeting thereof, the condition of each fund in the treasury. NRS 354.290 requires the County Auditor to report to the Board of Supervisors a statement of revenues and expenditures based on the accounts and funds as were used in the budget. A more detailed accounting is available on the City's website – www.carson.org.

Agenda Action: Formal Action / Motion **Time Requested:** Consent

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Proposed Motion
I move to accept the report.

Board's Strategic Goal
Efficient Government

Previous Action
N/A

Background/Issues & Analysis
A "Condition of the Treasury Report" is attached indicating the beginning balance, receipts, disbursements and the ending balance of each cash account for every fund in the City as of December 23, 2022.

It is important to note that there will always be timing differences with these balances - for example, while all departments take deposits to the bank on a daily basis, there is usually a delay between when the reports are prepared and when they are entered into the system.

Applicable Statute, Code, Policy, Rule or Regulation
NRS 251.030 and 354.290

Financial Information
Is there a fiscal impact? No

If yes, account name/number:

Is it currently budgeted?

Explanation of Fiscal Impact: N/A

Alternatives
N/A

Attachments:
BOS Cash Report 12-23-2022.pdf

Board Action Taken:

Motion: _____	1) _____	Aye/Nay
	2) _____	_____
		_____
		_____
		_____
		_____

_____
(Vote Recorded By)

CONDITION OF THE TREASURY REPORT

CASH ACTIVITY BETWEEN 12/02/2022 & 12/23/2022

FUND	FUND NAME	BEGINNING BALANCE	RECEIPTS	DISBURSEMENTS	ENDING BALANCE
101	GENERAL FUND	$ 21,111,580.76	$ 1,895,208.75	$ 5,840,354.07	$ 17,166,435.44
201	AIRPORT FUND	0.07	143,414.06	143,414.06	0.07
202	COOPERATIVE EXTENSION FUND	295,387.09	8,129.13	532.09	302,984.13
208	SUPPLEMENTAL INDIGENT FUND	2,616,034.49	197,926.62	26,246.44	2,787,714.67
210	CAPITAL PROJECTS FUND	25,518,780.94	32,064.66	620,210.15	24,930,635.45
215	SENIOR CENTER FUND	463,964.89	31,751.47	51,146.54	444,569.82
225	CARSON CITY TRANSIT FUND	430,292.61	-	303,265.21	127,027.40
230	LIBRARY GIFT FUND	104,039.31	50,616.34	20,386.00	134,269.65
235	LANDSCAPE MAINTENANCE FUND	520,823.54	2,839.08	6,633.93	517,028.69
236	ADMINISTRATIVE ASSESSMENT FUND	36,080.84	2,117.00	1,998.72	36,199.12
237	S. CARSON NEIGHBORHOOD IMPROV. DIST.	72,742.24	4,484.94	9,100.00	68,127.18
240	TRAFFIC/TRANSPORTATION FUND	18,905.32	879.00	474.15	19,310.17
245	CAMPO FUND	23,878.25	-	28,200.85	(4,322.60) [1]
250	REGIONAL TRANSPORTATION FUND	4,282,442.64	1,055.34	78,326.19	4,205,171.79
253	V & T INFRASTRUCTURE FUND	2,790,536.45	-	1,484.82	2,789,051.63
254	QUALITY OF LIFE FUND	5,325,634.24	2,923.37	86,940.10	5,241,617.51
256	STREET MAINTENANCE FUND	1,508,187.25	2,141.12	352,375.13	1,157,953.24
275	GRANT FUND	18,620,780.45	469,709.32	971,132.27	18,119,357.50
280	COMMISSARY FUND	127,642.82	6,730.71	16,380.02	117,993.51
287	911 SURCHARGE FUND	927,500.40	68,286.08	65,225.46	930,561.02
310	INFRASTRUCTURE TAX FUND	1,945,854.73	-	162,739.70	1,783,115.03
340	EXTRAORDINARY MAINTENANCE FUND	11,411,914.21	-	295,792.99	11,116,121.22
350	RESIDENTIAL CONSTRUCTION TAX FUND	1,015,356.26	3,000.00	-	1,018,356.26
410	DEBT SERVICE FUND	1,324,871.95	-	1,302,062.67	22,809.28
501	AMBULANCE FUND	4,318,966.60	121,126.82	257,599.10	4,182,494.32
505	STORMWATER FUND	598,392.47	139,985.76	57,930.99	680,447.24
510	WASTEWATER FUND	24,418,312.44	908,577.34	481,042.96	24,845,846.82
520	WATER FUND	26,610,044.87	809,263.07	452,818.63	26,966,489.31
525	BUILDING PERMITS FUND	1,306,789.12	94,227.89	158,426.28	1,242,590.73
530	CEMETERY FUND	562,692.43	4,464.11	12,582.27	554,574.27
560	FLEET MANAGEMENT FUND	2,023,293.76	119.93	124,370.12	1,899,043.57
570	GROUP MEDICAL INSURANCE FUND	107,505.70	405,574.40	699,078.43	(185,998.33) [2]
580	WORKERS COMPENSATION FUND	3,056,598.09	22,597.46	98,698.54	2,980,497.01
590	INSURANCE FUND	1,580,105.34	64,612.06	33,696.49	1,611,020.91
602	REDEVELOPMENT ADMINISTRATIVE FUND	278,269.11	665.00	19,923.00	259,011.11
603	REDEVELOPMENT REVOLVING FUND	4,026,025.36	-	29,699.56	3,996,325.80
604	REDEVELOPMENT TAX INCREMENT FUND	501,635.67	150,869.90	-	652,505.57
730	SCHOOL DEBT FUND	12,939,656.21	294,136.46	1,144,074.59	12,089,718.08
740	CARSON CITY TOURISM AUTHORITY	3,147,865.16	159,046.05	104,955.95	3,201,955.26
748	CARSON CITY SCHOOL OPERATING FUND	225,072.35	476,255.81	190,714.18	510,613.98
750	STATE OF NEVADA FUND	897,912.86	184,139.21	39,387.30	1,042,664.77
752	RANGE IMPROVEMENT FUND	131.71	-	-	131.71
756	EAGLE VALLEY WATER DISTRICT FUND	403.02	43.79	-	446.81
760	WATER SUB-CONSERVANCY FUND	6,316.52	49,925.50	63,878.94	(7,636.92) [3]
765	FISH AND GAME FUND	7,118.06	-	-	7,118.06
770	FORFEITURE ACCOUNT	97,304.87	331.59	331.59	97,304.87
780	DOWNTOWN NEIGHBORHOOD IMPROV. DIST.	127,268.60	864.50	-	128,133.10
793	CONTROLLER'S TRUST FUND	11,596.50	-	-	11,596.50
850	CARSON CITY OPEB TRUST FUND	2,703,858.67	85,095.23	129,341.57	2,659,612.33
TOTAL		**$ 190,046,367.24**	**$ 6,895,198.87**	**$ 14,482,972.05**	**$ 182,458,594.06**

[1] Timing difference - awaiting grant reimbursement.

[2] Timing difference - medical insurance invoice paid before payroll withholdings posted.

[3] Timing difference - awaiting payroll reimbursement.

Agenda Item No: 12.A

STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** January 5, 2023

Staff Contact: Carol Akers, Purchasing & Contracts Administrator and Jennifer Budge, Parks, Recreation & Open Space Director

Agenda Title: For Possible Action: Discussion and possible action regarding Contract No. 23300263 with Farr West Engineering ("FWE") to provide engineering services for the Fuji Fairgrounds Arena Expansion Project ("Project"), for a not to exceed amount of $88,590. (Carol Akers, cakers@carson.org and Jennifer Budge, jbudge@carson.org)

Staff Summary: If approved, this contract will be for a complete design to relocate utilities, construct a new announcer's booth, eliminate permanent pens and bucking chutes and expand the overall footprint of the arena by 35%.

Agenda Action: Formal Action / Motion **Time Requested:** Consent

---

Proposed Motion
I move to approve the contract as presented.

Board's Strategic Goal
Efficient Government

Previous Action
May 20, 2021 (Item 20A): The Redevelopment Authority approved the final budget for fiscal year 2022.

Background/Issues & Analysis
The Board of Supervisors ("Board") approved the Fuji Park and Fairgrounds Master Plan on May 5, 2022 following a recommendation to approve by the Parks and Recreation Commission on April 6, 2022. During the master plan discussion, the Carson City Parks, Recreation and Open Space Department received clarification that funding for arena improvements would be best spent expanding the arena which will allow for a wider range of events to be held in the space and to ensure continued revenue generation.

This is an annual request. The purchase amount exceeds $50,000 and therefore requires Board approval.

Applicable Statute, Code, Policy, Rule or Regulation
NRS 332.115(1)(b)

Financial Information
Is there a fiscal impact? Yes

If yes, account name/number: Project P504622003
Redevelopment Fund – Capital Improvement Account \ 6037510-507010

Is it currently budgeted? Yes

Explanation of Fiscal Impact: If approved, account 6037510-507010 will be reduced by $88,590; the total approved budget was $200,000 which has an available budget of $192,990.

Alternatives
Do not approve the contract and/or provide alternative direction to staff.

Attachments:
23300263 Draft Contract.pdf

Exhibit A.pdf

Board Action Taken:

Motion: _____	1) _____	Aye/Nay
	2) _____	_____
		_____
		_____
		_____
		_____

_____
(Vote Recorded By)

PROFESSIONAL SERVICES CONSULTANT AGREEMENT
Contract No. 23300263
Title: Fuji Fairgrounds Arena Expansion Engineering Services

THIS CONTRACT is made and entered into this 5th day of January, 2023, by and between Carson City, a consolidated municipality, a political subdivision of the State of Nevada, hereinafter referred to as **"CITY"**, and Farr West Engineering, hereinafter referred to as **"CONSULTANT".**

WITNESSETH:

WHEREAS, the Purchasing and Contracts Manager for **CITY** is authorized pursuant to Nevada Revised Statutes (hereinafter referred to as "NRS") 332 and 338 and Carson City Purchasing Resolution #1990-R71, to approve and accept this Contract as set forth in and by the following provisions; and

WHEREAS, this Contract is for consulting services from one or more licensed architects, engineers and/or land surveyors; and

WHEREAS, this Contract (does involve __X__) (does not involve ___) a "public work" construction project, which pursuant to NRS 338.010(18) means any project for the new construction, repair or reconstruction of an applicable project financed in whole or in part from public money; and

WHEREAS, **CONSULTANT'S** compensation under this agreement (does ___) (does not __X__) utilize in whole or in part money derived from one or more federal grant funding source(s); and

WHEREAS, it is deemed necessary that the services of **CONSULTANT** for **CONTRACT No. 23300263** (hereinafter referred to as "Contract") are both necessary and in the best interest of **CITY**; and

NOW, THEREFORE, in consideration of the aforesaid premises, and the following terms, conditions and other valuable consideration, the parties mutually agree as follows:

1. REQUIRED APPROVAL:

This Contract shall not become effective until and unless approved by the Carson City Board of Supervisors and all required documents are received and signed by all parties.

2. SCOPE OF WORK (Incorporated Contract Documents):

2.1 **CONSULTANT** shall provide and perform the following services set forth in **Exhibit A,** which shall all be attached hereto and incorporated herein by reference for and on behalf of **CITY** and hereinafter referred to as the "SERVICES".

2.2 **CONSULTANT** represents that it is duly licensed by **CITY** for the purposes of performing the SERVICES.

2.3 **CONSULTANT** represents that it is duly qualified and licensed in the State of Nevada for the purposes of performing the SERVICES.

For P&C Use Only	
CCBL expires	_____
GL expires	_____
AL expires	_____
PL expires	_____
WC expires	_____

2.4 **CONSULTANT** represents that it and/or the persons it may employ possess all skills and training necessary to perform the SERVICES described herein and required hereunder. **CONSULTANT** shall perform the SERVICES faithfully, diligently, in a timely and professional manner, to the best of its ability, and in such a manner as is customarily performed by a person who is in the business of providing such services in similar circumstances. **CONSULTANT** shall be responsible for the professional quality and technical accuracy of all SERVICES furnished by **CONSULTANT** to **CITY**.

2.5 **CONSULTANT** represents that neither the execution of this Contract nor the rendering of services by **CONSULTANT** hereunder will violate the provisions of or constitute a default under any other contract or agreement to which **CONSULTANT** is a party or by which **CONSULTANT** is bound, or which would preclude **CONSULTANT** from performing the SERVICES required of **CONSULTANT** hereunder, or which would impose any liability or obligation upon **CITY** for accepting such SERVICES.

2.6 Before commencing with the performance of any work under this Contract, **CONSULTANT** shall obtain all necessary permits and licenses as may be necessary. Before and during the progress of work under this Contract, **CONSULTANT** shall give all notice and comply with all the laws, ordinances, rules and regulations of every kind and nature now or hereafter in effect promulgated by any Federal, State, County, or other Governmental Authority, relating to the performance of work under this Contract. If **CONSULTANT** performs any work that is contrary to any such law, ordinance, rule or regulation, it shall bear all the costs arising therefrom.

2.7 Special Terms and Conditions for Engineers, Architects, and Land Surveying/Testing:

2.7.1 *Use of **CONSULTANT'S** Drawings, Specifications and Other Documents:*

2.7.1.1 The drawings, specifications and other documents prepared by **CONSULTANT** for this Contract are instruments of **CONSULTANT'S** service for use solely with respect to this Contract and, unless otherwise provided, **CONSULTANT** shall be deemed the author of these documents and shall retain all common law statutory and other reserved rights, including the copyright.

2.7.2 *Cost Accounting and Audits:*

2.7.2.1 If required by **CITY**, **CONSULTANT** agrees to make available to **CITY** for three (3) years after the completion of the SERVICES under this Contract, such books, records, receipts, vouchers, or other data as may be deemed necessary by **CITY** to enable it to arrive at appropriate cost figures for the purpose of establishing depreciation rates for the various materials and other elements which may have been incorporated into the SERVICES performed under this Contract.

2.7.3 *If Land Surveying or Testing SERVICES are provided to a Public Work Project involving actual Construction (not solely design work):*

2.7.3.1 DAVIS-BACON & RELATED ACTS 29 CFR PARTS 1,3,5,6,&7 AND NRS 338.070(5): **CONSULTANT** shall comply with Davis-Bacon Act and NRS 338.070(5). **CONSULTANT** and each covered contractor or subcontractor must provide a weekly statement of wages paid to each of its employees engaged in covered SERVICES. The statement shall be executed by **CONSULTANT** or subcontractor or by an authorized officer or employee of **CONSULTANT** or subcontractor who supervised the payment of

wages and shall be on the "Statement of Compliance" form. **CONSULTANT** shall submit a Statement of Compliance that is prescribed by the Nevada Labor Commissioner or contains identical wording. Per NRS 338.070(6) the records maintained pursuant to subsection 5 of this statute must be open at all reasonable hours to the inspection of the public body (the **CITY'S** representative) awarding the contract. The **CONSULTANT** engaged on the public work or subcontractor engaged on the public work shall ensure that a copy of each record for each calendar month is received by the public body awarding the contract (the **City**) **no later than 15 days after the end of the month**.

2.7.3.2 FEDERAL FUNDING: In the event federal funds are used for payment of all or part of this Contract, **CONSULTANT** shall submit a Statement of Compliance form WH347 or a form with identical wording and a Statement of Compliance prescribed by the Nevada Labor Commissioner **within 7 days after the regular pay date for the pay period**. The original Statements shall be delivered to Carson City Public Works, 3505 Butti Way, Carson City, Nevada 89703, attention Davis-Bacon/Federal Funding Compliance.

2.7.3.3 CERTIFIED PAYROLLS FOR DAVIS-BACON AND PREVAILING WAGE PROJECTS: The higher of the Federal or local prevailing wage rates for **CITY**, as established by the Nevada Labor Commission and the Davis-Bacon Act, shall be paid for all classifications of labor on this project SERVICES. Should a classification be missing from the Davis-Bacon rates the **CONSULTANT** shall complete a request of authorization for additional classification or rate form SF1444 in its entirety and submit it to the **CITY** for approval and submission to the U.S. Department of Labor. Also, in accordance with NRS 338, the hourly and daily wage rates for the State and Davis-Bacon must be posted at the work site by **CONSULTANT**. **CONSULTANT** shall ensure that a copy of **CONSULTANT'S** and subcontractor's certified payrolls for each calendar week are received by **CITY**.

2.7.3.3.1 Per NRS 338.070(5) a **CONSULTANT** engaged on a public work and each subcontractor engaged on the public work shall keep or cause to be kept:

(a) An accurate record showing, for each worker employed by the consultant or subcontractor in connection with the public work:

(1) The name of the worker;

(2) The occupation of the worker;

(3) The gender of the worker, if the worker voluntarily agreed to specify that information pursuant to subsection 4, or an entry indicating that the worker declined to specify such information;

(4) The ethnicity of the worker, if the worker voluntarily agreed to specify that information pursuant to subsection 4, or an entry indicating that the worker declined to specify such information;

(5) If the worker has a driver's license or identification card, an indication of the state or other jurisdiction that issued the license or card; and

(6) The actual per diem, wages and benefits paid to the worker; and

(b) An additional accurate record showing, for each worker employed by the consultant or subcontractor in connection with the public work who has a driver's license or identification card:

(1) The name of the worker;

(2) The driver's license number or identification card number of the worker; and

(3) The state or other jurisdiction that issued the license or card.

2.7.3.3.2 The original payroll records shall be certified and shall be submitted weekly to Carson City Public Works, 3505 Butti Way, Carson City, Nevada 89703, attention Davis-Bacon/Federal Funding Compliance. Submission of such certified payrolls shall be a condition precedent for processing the monthly progress payment. **CONSULTANT**, as General Contractor, shall collect the wage reports from the subcontractors and ensure the receipt of a certified copy of each weekly payroll for submission to **CITY** as one complete package.

2.7.3.3.3 Pursuant to NRS 338.060 and 338.070, **CONSULTANT** hereby agrees to forfeit, as a penalty to **CITY**, not less than Twenty Dollars ($20) nor more than Fifty Dollars ($50) for each calendar day or portion thereof that each worker employed on the Contract is paid less than the designated rate for any WORK done under the Contract, by **CONSULTANT** or any subcontractor under him/her, or is not reported to **CITY** as required by NRS 338.070.

2.7.3.4 FAIR EMPLOYMENT PRACTICES: Pursuant to NRS 338.125, Fair Employment Practices, the following provisions must be included in any contract between **CONSULTANT** and a public body such as **CITY**:

2.7.3.4.1 ***In connection with the performance of work or SERVICES under this Contract, CONSULTANT agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, gender identity, or age, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including without limitation, apprenticeship.***

2.7.3.4.2 **CONSULTANT** further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

2.7.3.5 PREFERENTIAL EMPLOYMENT: Unless, and except if, this Contract is funded in whole or in part by federal grant funding (*see* 40 C.F.R. § 31.36(c) *Competition)*, pursuant to NRS 338.130, in all cases where persons are employed in the construction of public works, preference must be given, the qualifications of the applicants being equal: (1) First: To persons who have been honorably discharged from the Army, Navy, Air Force, Marine Corps or Coast Guard of the United States, a reserve component thereof or the National Guard; and are citizens of the State of Nevada. (2) Second: To other citizens of the State of Nevada.

2.7.3.5.1 In connection with the performance of SERVICES under this Contract, **CONSULTANT** agrees to comply with the provisions of NRS 338.130 requiring certain preferences to be given to which persons are employed in the construction of a public work. If **CONSULTANT** fails to comply with the provisions of NRS 338.130, pursuant to the terms of NRS 338.130(3), this Contract is void, and any failure or refusal to comply with any of the provisions of this section renders this Contract void.

2.7.4 If the CITY was required by NRS 332.039(1) to advertise or request a proposal for this Agreement, by signing this Agreement, the **CONSULTANT** provides a written certification that the **CONSULTANT** is not currently engaged in, and during the Term shall not engage in, a Boycott of Israel. The term "Boycott of Israel" has the meaning ascribed to that term in Section 3 of Nevada Senate Bill 26 (2017). The **CONSULTANT** shall be responsible for fines, penalties, and payment of any State of Nevada or federal funds that may arise (including those that the CITY pays, becomes liable to pay, or becomes liable to repay) as a direct result of the **CONSULTANT's** non-compliance with this Section.

2.8 **CITY** Responsibilities:

2.8.1 **CITY** shall make available to **CONSULTANT** all technical data that is in **CITY'S** possession, reasonably required by **CONSULTANT** relating to the SERVICES.

2.8.2 **CITY** shall provide access to and make all provisions for **CONSULTANT** to enter upon public and private lands, to the fullest extent permitted by law, as reasonably required for **CONSULTANT** to perform the SERVICES.

2.8.3 **CITY** shall examine all reports, correspondence, and other documents presented by **CONSULTANT** upon request of **CITY**, and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the work of **CONSULTANT**.

2.8.4 It is expressly understood and agreed that all work done by **CONSULTANT** shall be subject to inspection and acceptance by **CITY** and approval of SERVICES shall not forfeit the right of **CITY** to require correction, and nothing contained herein shall relieve **CONSULTANT** of the responsibility of the SERVICES required under the terms of this Contract until all SERVICES have been completed and accepted by **CITY**.

3. CONTRACT TERM:

3.1 The term of this Contract begins on January 5, 2023, subject to Carson City Board of Supervisors' approval (anticipated to be January 5, 2023) and ends on December 31, 2023, unless sooner terminated by either party as specified in **Section 7** (CONTRACT TERMINATION).

4. NOTICE:

4.1 Except any applicable bid and award process where notices may be limited to postings by **CITY** on its Bid Opportunities website (www.carson.org), all notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by e-mail, by regular mail, by telephonic facsimile with simultaneous regular mail, or by certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified below.

4.2 Notice to **CONSULTANT** shall be addressed to:

Keith Karpstein, P.E., Senior Principal
Farr West Engineering
5510 Longley Lane
Reno, NV 89511
775-284-7898
kkarpstein@farrwestengineering.com

4.3 Notice to **CITY** shall be addressed to:

Carson City Purchasing and Contracts Department
Carol Akers, Purchasing and Contracts Administrator
201 North Carson Street, Suite 2
Carson City, NV 89701
775-283-7362 / FAX 775-887-2286
CAkers@carson.org

5. COMPENSATION:

5.1 The parties agree that **CONSULTANT** will provide the SERVICES specified in **Section 2** (SCOPE OF WORK) and **CITY** agrees to pay **CONSULTANT** the Contract's compensation based upon the Scope of Work Fee Schedule for a not to exceed maximum amount of Eighty Eight Thousand Five Hundred Ninety Dollars and 00/100 ($88,590.00), and hereinafter referred to as "Contract Sum".

5.2 Contract Sum represents full and adequate compensation for the completed SERVICES, and includes the furnishing of all materials; all labor, equipment, tools, and appliances; and all expenses, direct or indirect, connected with the proper execution of the SERVICES.

5.3 **CITY** has provided a sample invoice and **CONSULTANT** shall submit its request for payment using said sample invoice.

5.4 Payment by **CITY** for the SERVICES rendered by **CONSULTANT** shall be due within thirty (30) calendar days from the date **CITY** acknowledges that the performance meets the requirements of this Contract or from the date the correct, complete, and descriptive invoice is received by **CITY** employee designated on the sample invoice, whichever is the later date.

5.5 **CITY** does not agree to reimburse **CONSULTANT** for expenses unless otherwise specified.

6. TIMELINESS OF BILLING SUBMISSION:

6.1 The parties agree that timeliness of billing is of the essence to this Contract and recognize that **CITY** is on a fiscal year which is defined as the period beginning July 1 and ending June 30 of the following year. All billings for dates of service prior to July 1 must be submitted to **CITY** no later than the first Friday in August of the same year. A billing submitted after the first Friday in August will subject **CONSULTANT** to an administrative fee not to exceed $100.00. The parties hereby agree this is a reasonable estimate of the additional costs to **CITY** of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to **CONSULTANT**.

7. CONTRACT TERMINATION:

7.1 Termination Without Cause:

7.1.1 Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated upon written notice by mutual consent of both parties or unilaterally by either party without cause.

7.1.2 **CITY** reserves the right to terminate this Contract for convenience whenever it considers termination, in its sole and unfettered discretion, to be in the public interest. In the event that the Contract is terminated in this manner, payment will be made for SERVICES actually completed. If termination occurs under this provision, in no event shall **CONSULTANT** be entitled to anticipated profits on items of SERVICES not performed as of the effective date of the termination or compensation for any other item, including but not limited to, unabsorbed overhead. **CONSULTANT** shall require that all subcontracts which it enters related to this Contract likewise contain a termination for convenience clause which precludes the ability of any subconsultant to make claims against **CONSULTANT** for damages due to breach of contract, of lost profit on items of SERVICES not performed or of unabsorbed overhead, in the event of a convenience termination.

7.2 Termination for Nonappropriation:

7.2.1 All payments and SERVICES provided under this Contract are contingent upon the availability of the necessary public funding, which may include various internal and external sources. In the event that Carson City does not acquire and appropriate the funding necessary to perform in accordance with the terms of the Contract, the Contract shall automatically terminate upon **CITY'S** notice to **CONSULTANT** of such nonappropriation, and no claim or cause of action may be based upon any such nonappropriation.

7.3 Cause Termination for Default or Breach:

7.3.1 A default or breach may be declared with or without termination.

7.3.2 This Contract may be terminated by either party upon written notice of default or breach to the other party as follows:

7.3.2.1 If **CONSULTANT** fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or any SERVICES called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or

7.3.2.2 If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by **CONSULTANT** to provide the goods or SERVICES or any services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

7.3.2.3 If **CONSULTANT** becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or

7.3.2.4 If **CITY** materially breaches any material duty under this Contract and any such breach impairs **CONSULTANT'S** ability to perform; or

7.3.2.5 If it is found by **CITY** that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by **CONSULTANT**, or

any agent or representative of **CONSULTANT**, to any officer or employee of **CITY** with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or

7.3.2.6 If it is found by **CITY** that **CONSULTANT** has failed to disclose any material conflict of interest relative to the performance of this Contract.

7.4 Time to Correct (Declared Default or Breach):

7.4.1 Termination upon a declared default or breach may be exercised only after providing 7 (seven) calendar days written notice of default or breach, and the subsequent failure of the defaulting or breaching party, within five (5) calendar days of providing that default or breach notice, to provide evidence satisfactory to the aggrieved party demonstrating that the declared default or breach has been corrected. Time to correct shall run concurrently with any notice of default or breach and such time to correct is not subject to any stay with respect to the nonexistence of any Notice of Termination. Untimely correction shall not void the right to termination otherwise properly noticed unless waiver of the noticed default or breach is expressly provided in writing by the aggrieved party. There shall be no time to correct with respect to any notice of termination without cause or termination for nonappropriation.

7.5 Winding Up Affairs Upon Termination:

7.5.1 In the event of termination of this Contract for any reason, the parties agree that the provisions of this **Subsection 7.5** (Winding Up Affairs Upon Termination) survive termination:

7.5.1.1 The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination; and

7.5.1.2 **CONSULTANT** shall satisfactorily complete SERVICES in progress at the agreed rate (or a pro rata basis if necessary) if so requested by **CITY**; and

7.5.1.3 **CONSULTANT** shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by **CITY**; and

7.5.1.4 **CONSULTANT** shall preserve, protect, and promptly deliver into **CITY** possession all proprietary information in accordance **Section 19 (**CITY OWNERSHIP OF PROPRIETARY INFORMATION)**.**

7.6 Notice of Termination:

7.6.1 Unless otherwise specified in this Contract, termination shall not be effective until seven (7) calendar days after a party has provided written notice of default or breach, or notice of without cause termination. Notice of Termination may be given at the time of notice of default or breach, or notice of without cause termination. Notice of Termination may be provided separately at any time after the running of the 7-day notice period, and such termination shall be effective on the date the Notice of Termination is provided to the party unless a specific effective date is otherwise set forth therein. Any delay in providing a Notice of Termination after the 7-day notice period has run without a timely correction by the defaulting or breaching party shall not constitute any waiver of the right to terminate under the existing notice(s).

8. REMEDIES:

Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorney's fees and costs. The parties agree that, in the event a lawsuit is filed and a party is awarded attorney's fees by the court, for any reason, the amount of recoverable attorney's fees shall not exceed the rate of $125 per hour. **CITY** may set off consideration against any unpaid obligation of **CONSULTANT** to **CITY**.

9. LIMITED LIABILITY:

CITY will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise expressly provided for elsewhere in this Contract. Damages for any **CITY** breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to **CONSULTANT**, for the fiscal year budget in existence at the time of the breach. **CONSULTANT'S** tort liability shall not be limited.

10. FORCE MAJEURE:

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

11. INDEMNIFICATION:

11.1 To the extent permitted by law, including, but not limited to, the provisions of NRS Chapter 41, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other party from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorney's fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of the indemnity which would otherwise exist as to any party or person described in this Section.

11.2 As required by NRS 338.155, if this Contract involves a "public work" construction project as defined above, **CONSULTANT** shall defend, indemnify and hold harmless the **CITY**, and the employees, officers and agents of the public body from any liabilities, damages, losses, claims, actions or proceedings, including without limitation, reasonable attorney's fees, to the extent that such liabilities, damages, losses, claims, actions or proceedings are caused by the negligence, errors, omissions, recklessness or intentional misconduct of the **CONSULTANT** or the employees or agents of the **CONSULTANT** in the performance of the Contract. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of the indemnity which would otherwise exist as to any party or person described in this section. However, with respect to any anticipated benefits to **CITY** resulting from the Scope of Work, **CONSULTANT** shall not be responsible or liable to **CITY** for any warranties, guarantees, fitness for a particular purpose or loss of anticipated profits resulting from any termination of this Contract. Additionally, **CONSULTANT** shall not be responsible for acts and decisions of third parties, including governmental agencies, other than **CONSULTANT'S** subcontractors, that impact project completion and/or success.

11.3 Except as otherwise provided in **Subsection 11.5** below, the indemnifying party shall not be obligated to provide a legal defense to the indemnified party, nor reimburse the indemnified party for the same, for any period occurring before the indemnified party provides written notice of the pending claim(s) or cause(s) of action to the indemnifying party, along with:

11.3.1 a written request for a legal defense for such pending claim(s) or cause(s) of action; and

11.3.2 a detailed explanation of the basis upon which the indemnified party believes that the claim or cause of action asserted against the indemnified party implicates the culpable conduct of the indemnifying party, its officers, employees, and/or agents.

11.4 After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall not be obligated to fund or reimburse any fees or costs provided by any additional counsel for the indemnified party, including counsel through which the indemnified party might voluntarily choose to participate in its defense of the same matter.

11.5 After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall be obligated to reimburse the reasonable attorney's fees and costs incurred by the indemnified party during the initial thirty (30) day period of the claim or cause of action, if any, incurred by separate counsel.

12. INDEPENDENT CONTRACTOR:

12.1 **CONSULTANT**, as an independent contractor, is a natural person, firm or corporation who agrees to perform SERVICES for a fixed price according to his or its own methods and without subjection to the supervision or control of the **CITY**, except as to the results of the SERVICES, and not as to the means by which the SERVICES are accomplished.

12.2 It is mutually agreed that **CONSULTANT** is associated with **CITY** only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted SERVICES pursuant to this Contract. **CONSULTANT** is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract.

12.3 Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for **CITY** whatsoever with respect to the indebtedness, liabilities, and obligations of **CONSULTANT** or any other party.

12.4 **CONSULTANT**, in addition to **Section 11** (INDEMNIFICATION), shall indemnify and hold **CITY** harmless from, and defend **CITY** against, any and all losses, damages, claims, costs, penalties, liabilities, expenses arising out of or incurred in any way because of, but not limited to, **CONSULTANT'S** obligations or legal duties regarding any taxes, fees, assessments, benefits, entitlements, notice of benefits, employee's eligibility to work, to any third party, subcontractor, employee, state, local or federal governmental entity.

12.5 Neither **CONSULTANT** nor its employees, agents, or representatives shall be considered employees, agents, or representatives of **CITY**.

13. INSURANCE REQUIREMENTS (GENERAL):

13.1 ***NOTICE: The following general insurance requirements shall apply unless these general requirements are altered by any specific requirements set forth in CITY'S solicitation for bid document, the adopted bid or other document incorporated into this Contract by the parties.***

13.2 **CONSULTANT**, as an independent contractor and not an employee of **CITY**, must carry policies of insurance in amounts specified and pay all taxes and fees incident hereunto. **CITY** shall have no liability except as specifically provided in this Contract.

13.3 **CONSULTANT** shall not commence work before: (1) **CONSULTANT** has provided the required evidence of insurance to **CITY** Purchasing and Contracts, and (2) **CITY** has approved the insurance policies provided by **CONSULTANT**.

13.4 Prior approval of the insurance policies by **CITY** shall be a condition precedent to any payment of consideration under this Contract and **CITY'S** approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this Contract. Any failure of **CITY**

to timely approve shall not constitute a waiver of the condition.

13.5 *Insurance Coverage (13.6 through 13.23)*:

13.6 **CONSULTANT** shall, at **CONSULTANT'S** sole expense, procure, maintain and keep in force for the duration of this Contract the following insurance conforming to the minimum requirements specified below. Unless specifically specified herein or otherwise agreed to by **CITY**, the required insurance shall be in effect prior to the commencement of work by **CONSULTANT** and shall continue in force as appropriate until the later of:

13.6.1 Final acceptance by **CITY** of the completion of this Contract; or

13.6.2 Such time as the insurance is no longer required by **CITY** under the terms of this Contract.

13.6.3 Any insurance or self-insurance available to **CITY** under its coverage(s) shall be in excess of and non-contributing with any insurance required from **CONSULTANT. CONSULTANT'S** insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by **CITY**, **CONSULTANT** shall provide **CITY** with renewal or replacement evidence of insurance no less than thirty (30) calendar days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by this Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as **CONSULTANT** has knowledge of any such failure, **CONSULTANT** shall immediately notify **CITY** and immediately replace such insurance or bond with an insurer meeting the requirements.

13.7 *General Insurance Requirements (13.8 through 13.23)*:

13.8 **Certificate Holder:** Each certificate shall list Carson City c/o Carson City Purchasing and Contracts, 201 N. Carson Street, Suite 2, Carson City, NV 89701 as a certificate holder.

13.9 **Additional Insured:** By endorsement to the general liability insurance policy evidenced by **CONSULTANT**, The City and County of Carson City, Nevada, its officers, employees and immune contractors shall be named as additional insureds for all liability arising from this Contract.

13.10 **Waiver of Subrogation**: Each liability insurance policy, except for professional liability, shall provide for a waiver of subrogation in favor of City.

13.11 **Cross-Liability**: All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.

13.12 **Deductibles and Self-Insured Retentions**: Insurance maintained by **CONSULTANT** shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by **CITY**. Such approval shall not relieve **CONSULTANT** from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed $5,000.00 per occurrence, unless otherwise approved by **CITY**.

13.13 **Policy Cancellation**: Except for ten (10) calendar days' notice for non-payment of premium, **CONSULTANT** or its insurers must provide thirty (30) calendar days prior written notice to Carson City Purchasing and Contracts if any policy will be canceled, non-renewed or if required coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by mail to Carson City Purchasing and Contracts, 201 N. Carson Street, Suite 2, Carson City, NV 89701. When available, each insurance policy shall be endorsed to provide thirty (30) days' notice of cancellation, except for ten (10) days' notice for non-payment of premium, to City.

13.14 **Approved Insurer**: Each insurance policy shall be issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers under federal and Nevada law and having agents in Nevada upon whom service of process may be made, and currently rated by A.M. Best as "A-VII" or better.

13.15 **Evidence of Insurance:** Prior to commencement of work, **CONSULTANT** must provide the following documents to Carson City Purchasing and Contracts, 201 North Carson Street, Suite 2, Carson City, NV 89701:

13.16 **Certificate of Insurance: CONSULTANT** shall furnish City with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth herein. The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to Carson City Purchasing and Contracts to evidence the insurance policies and coverages required of **CONSULTANT**.

13.17 **Additional Insured Endorsement:** An Additional Insured Endorsement (CG20 10 or C20 26), signed by an authorized insurance company representative, must be submitted to Carson City Purchasing and Contracts to evidence the endorsement of **CITY** as an additional insured per **Subsection 13.9** (Additional Insured).

13.18 **Schedule of Underlying Insurance Policies:** If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlying Schedule from the Umbrella or Excess insurance policy may be required.

13.19 **Review and Approval:** Documents specified above must be submitted for review and approval by **CITY** Purchasing and Contracts prior to the commencement of work by **CONSULTANT**. Neither approval by **CITY** nor failure to disapprove the insurance furnished by **CONSULTANT** shall relieve **CONSULTANT** of **CONSULTANT'S** full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of **CONSULTANT** or its subcontractors, employees or agents to **CITY** or others, and shall be in addition to and not in lieu of any other remedy available to **CITY** under this Contract or otherwise. **CITY** reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

13.20 **COMMERCIAL GENERAL LIABILITY INSURANCE**:

CONSULTANT shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than $1,000,000 each occurrence.

13.20.1 *Minimum Limits required*:

13.20.2 Two Million Dollars ($2,000,000.00) - General Aggregate.

13.20.3 Two Million Dollars ($2,000,000.00) - Products & Completed Operations Aggregate.

13.20.4 One Million Dollars ($1,000,000.00) - Each Occurrence.

13.20.5 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)].

13.20.6 City and County of Carson City, Nevada, its officers, employees and immune contractors shall be included as an additional insured under the CGL, using ISO additional insured endorsement CG 20 10 or CG 20 26, or a substitute providing equivalent coverage, and under the commercial umbrella, if any.

13.20.7 This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to City 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.

13.20.8 There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability assumed under a contract.

13.20.9 Consultant waives all rights against City 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 this Contract. Insurer shall endorse CGL policy as required to waive subrogation against City with respect to any loss paid under the policy.

13.21 **BUSINESS AUTOMOBILE LIABILITY INSURANCE:**

13.21.1 *Minimum Limit required*:

13.21.2 Consultant shall maintain automobile liability and, if necessary, commercial umbrella liability insurance with a limit of not less than $1,000,000 each accident for bodily injury and property damage.

13.21.3 Such insurance shall cover liability arising out of owned, hired, and non-owned autos (as applicable). Coverage as required above shall be written on ISO form CA 00 01, CA 00 05, CA 00 25, or a substitute form providing equivalent liability coverage.

13.21.4 Consultant waives all rights against City and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the automobile liability or other liability insurance obtained by **CONSULTANT** pursuant this Contract.

13.22 **PROFESSIONAL LIABILITY INSURANCE**

13.22.1 *Minimum Limit required*:

13.22.2 **CONSULTANT** shall maintain professional liability insurance applying to all activities performed under this Contract with limits not less than One Million Dollars ($1,000,000.00) and Two Million Dollars ($2,000,000) in the aggregate.

13.22.3 Retroactive date: Prior to commencement of the performance of this Contract.

13.22.4 **CONSULTANT** will maintain professional liability insurance during the term of this Contract and for a period of three (3) years after termination of this Contract unless waived by the City. In the event of non-renewal or other lapse in coverage during the term of this Contract or the three (3) year period described above, **CONSULTANT** shall purchase Extended Reporting Period coverage for claims arising out of **CONSULTANT's** negligence acts, errors and omissions committed during the term of the Professional Liability Policy. The Extended Reporting Period shall continue through a minimum of three (3) years after termination date of this Contract.

13.22.5 A certified copy of this policy may be required.

13.23 **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:**

13.23.1 **CONSULTANT** shall provide workers' compensation insurance as required by NRS Chapters 616A through 616D inclusive and Employer's Liability insurance with a minimum limit not less than $1,000,000 each accident for bodily injury by accident or $1,000,000 each employee for bodily injury by disease.

13.23.2 **CONSULTANT** may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that **CONSULTANT** is a sole proprietor; that **CONSULTANT** will not use the services of any employees in the performance of this Contract;

that **CONSULTANT** has elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and that **CONSULTANT** is otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

13.23.3 **CONSULTANT** waives all rights against City 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 Consultant pursuant to this Contract. Consultant shall obtain an endorsement equivalent to WC 00 03 13 to affect this waiver.

14. BUSINESS LICENSE:

14.1 **CONSULTANT** shall not commence work before **CONSULTANT** has provided a copy of his Carson City business license to Carson City Purchasing and Contracts.

14.2 The Carson City business license shall continue in force until the later of: (1) final acceptance by **CITY** of the completion of this Contract; or (2) such time as the Carson City business license is no longer required by **CITY** under the terms of this Contract.

15. COMPLIANCE WITH LEGAL OBLIGATIONS:

CONSULTANT shall procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by **CONSULTANT** to provide the goods or SERVICES or any services of this Contract. **CONSULTANT** will be responsible to pay all government obligations, including, but not limited to, all taxes, assessments, fees, fines, judgments, premiums, permits, and licenses required or imposed by law or a court. Real property and personal property taxes are the responsibility of **CONSULTANT** in accordance with NRS Chapter 361 generally and NRS 361.157 and 361.159, specifically regarding for profit activity. **CONSULTANT** agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. **CITY** may set-off against consideration due any delinquent government obligation.

16. WAIVER OF BREACH:

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

17. SEVERABILITY:

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

18. ASSIGNMENT / DELEGATION:

To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by **CITY,** such offending portion of the assignment shall be void, and shall be a breach of this Contract. **CONSULTANT** shall neither assign, transfer nor delegate any rights, obligations or duties under this Contract without the prior written approval of **CITY**. The parties do not intend to benefit any third party beneficiary regarding their respective performance under this Contract.

19. CITY OWNERSHIP OF PROPRIETARY INFORMATION:

Any files, reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer programs, computer codes, and computer records (which are intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of

preparation by **CONSULTANT** (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of **CITY** and all such materials shall be delivered into **CITY** possession by **CONSULTANT** upon completion, termination, or cancellation of this Contract. **CONSULTANT** shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of **CONSULTANT'S** obligations under this Contract without the prior written consent of **CITY**. Notwithstanding the foregoing, **CITY** shall have no proprietary interest in any materials licensed for use by **CITY** that are subject to patent, trademark or copyright protection.

20. PUBLIC RECORDS:

Pursuant to NRS 239.010, information or documents received from **CONSULTANT** may be open to public inspection and copying. **CITY** will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. **CONSULTANT** may clearly label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 332.061, provided that **CONSULTANT** thereby agrees to indemnify and defend **CITY** for honoring such a designation. The failure to so label any document that is released by **CITY** shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

21. CONFIDENTIALITY:

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

22. FEDERAL FUNDING: (*Not Applicable*)

22.1 In the event federal grant funds are used for payment of all or part of this Contract:

22.1.1 **CONSULTANT** certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

22.1.2 **CONSULTANT** and its subcontractors must be registered in the US Government System for Award Management (SAM) for verification on projects with federal funding.

22.1.3 **CONSULTANT** and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

22.1.4 **CONSULTANT** and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and Executive Order 11478 (July 21, 2014) and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, sexual orientation, gender identity, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).

22.1.5 If and when applicable to the particular federal funding and the Scope of Work under this Contract, **CONSULTANT** and its subcontractors shall comply with: American Iron and Steel

(AIS) provisions of P.L. 113- 76, Consolidated Appropriations Act, 2014, Section 1605 – Buy American (100% Domestic Content of iron, steel and manufactured goods); Federal Highway Administration (FHWA) 23 U.S.C. § 313 – Buy America, 23 C.F.R. §635.410 (100% Domestic Content of steel, iron and manufactured products); Federal Transit Administration (FTA) 49 U.S.C. § 5323(j), 49 C.F.R. Part 661 – Buy America Requirements (See 60% Domestic Content for buses and other Rolling Stock).

23. LOBBYING:

23.1 The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:

23.1.1 Any federal, state, county or local agency, legislature, commission, council or board;

23.1.2 Any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or

23.1.3 Any officer or employee of any federal, state, county or local agency; legislature, commission, council or board.

24. GENERAL WARRANTY:

CONSULTANT warrants that it will perform all SERVICES required hereunder in accordance with the prevailing standard of care by exercising the skill and care normally required of individuals performing the same or similar SERVICES, under the same or similar circumstances, in the State of Nevada.

25. PROPER AUTHORITY:

The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. **CONSULTANT** acknowledges that this Contract is effective only after approval by the Carson City Board of Supervisors and only for the period of time specified in this Contract. Any SERVICES performed by **CONSULTANT** before this Contract is effective or after it ceases to be effective is performed at the sole risk of **CONSULTANT**.

26. ALTERNATIVE DISPUTE RESOLUTION (Public Work):

If the SERVICES under this Contract involve a "public work" as defined under NRS 338.010(18), then pursuant to NRS 338.150, a public body charged with the drafting of specifications for a public work shall include in the specifications a clause requiring the use of a method of alternative dispute resolution ("ADR") before initiation of a judicial action if a dispute arising between the public body and the **CONSULTANT** engaged on the public work cannot otherwise be settled. Therefore, unless ADR is otherwise provided for by the parties in any other incorporated attachment to this Contract, in the event that a dispute arising between **CITY** and **CONSULTANT** regarding that public work cannot otherwise be settled, **CITY** and **CONSULTANT** agree that, before judicial action may be initiated, **CITY** and **CONSULTANT** will submit the dispute to non-binding mediation. **CITY** shall present **CONSULTANT** with a list of three potential mediators. **CONSULTANT** shall select one person to serve as the mediator from the list of potential mediators presented by **CITY**. The person selected as mediator shall determine the rules governing the mediation.

27. GOVERNING LAW / JURISDICTION:

This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. **CONSULTANT** consents and agrees to the jurisdiction of the courts of the State of Nevada located in Carson City, Nevada for enforcement of this Contract.

28. ENTIRE CONTRACT AND MODIFICATION:

This Contract and its integrated attachment(s) constitute the entire Contract of the parties and such are intended

as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other Contracts that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Carson City Board of Supervisors. Conflicts in language between this Contract and any other agreement between CITY and CONSULTANT on this same matter shall be construed consistent with the terms of this Contract. The parties agree that each has had their respective counsel review this Contract which shall be construed as if it was jointly drafted.

29. ACKNOWLEDGMENT AND EXECUTION:

This Contract may be executed in counterparts. The parties hereto have caused this Contract to be signed and intend to be legally bound thereby as follows:

CITY
Executive Office
Purchasing and Contracts Department
201 North Carson Street, Suite 2
Carson City, Nevada 89701
Telephone: 775-283-7362
Fax: 775-887-2286
CAkers@carson.org

By:_____
Sheri Russell-Benabou, Chief Financial Officer

Dated _____

CITY'S LEGAL COUNSEL
Carson City District Attorney
I have reviewed this Contract and approve as to its legal form.

By:_____
Deputy District Attorney

Dated _____

CITY'S ORIGINATING DEPARTMENT
CONSULTANT will not be given authorization to begin work until this Contract has been signed by Purchasing and Contracts

BY: Carol Akers
Purchasing & Contracts Administrator

By: _____

Dated _____

Project: P504622003
Account: 6037510-507010

PROJECT CONTACT PERSON:

Nick Wentworth, Project Manager
Telephone: 775-283-7733

PROFESSIONAL SERVICES CONSULTANT AGREEMENT
Contract No. 23300263
Title: Fuji Fairgrounds Arena Expansion Engineering Services

Undersigned deposes and says under penalty of perjury: That he/she is **CONSULTANT** or authorized agent of **CONSULTANT**; that he/she has read the foregoing Contract; and that he/she understands the terms, conditions and requirements thereof.

CONSULTANT
BY: Keith Karpstein, P.E.
TITLE: Senior Engineer
FIRM: Farr West Engineering
CARSON CITY BUSINESS LICENSE #: BL-003768
Address: 5510 Longley Lane
City: Reno **State:** NV **Zip Code:** 89511
Telephone: 775-284-7898
E-mail Address: kkarpstein@farrwestengineering.com

_____
(Signature of Consultant)

DATED _____

STATE OF_____)
)ss
County of _____)

Signed and sworn (or affirmed before me on this _____day of _____, 20__.

_____
(Signature of Notary)

(Notary Stamp)

PROFESSIONAL SERVICES CONSULTANT AGREEMENT
Contract No. 23300263
Title: Fuji Fairgrounds Arena Expansion Engineering Services

CONTRACT ACCEPTANCE AND EXECUTION:

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of January 5, 2023, approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 23300263**. Further, the Board of Supervisors authorizes the Mayor of Carson City, Nevada to sign this document and record the signature for the execution of this Contract in accordance with the action taken.

CARSON CITY, NEVADA

_____
LORI BAGWELL, MAYOR

DATED this 5th day of January 2023.

ATTEST:

_____
WILLIAM "SCOTT" HOEN, CLERK-RECORDER

DATED this 5th day of January 2023.

SAMPLE INVOICE

Invoice Number: _____
Invoice Date: _____
Invoice Period: _____

Invoice shall be submitted to:

Carson City Parks, Recreation & Open Space
Attn: Patti Liebespeck, email: PLiebespeck@carson.org
3303 Butti Way, #9
Carson City NV 89701

Line Item #	Description	Unit Cost	Units Completed	Total $$
			Total for this invoice	

Original Contract Sum $ _____
Less amount previously billed $ _____
= contract sum prior to this invoice $ _____
Less this invoice $ _____
=Dollars remaining on Contract $ _____

ENCLOSE COPIES OF RECEIPTS & INVOICES FOR EXPENSES & OUTSIDE SERVICES

EXHIBIT A
SCOPE OF WORK

Carson City Parks, Recreation & Open Space
Carson City Fairgrounds Arena Expansion

INTRODUCTION

Carson City Parks, Recreation & Open Space (City Parks & Rec) has requested to expand the 150'x280' rodeo arena to invite and attract a variety of larger events to utilize its facility. The current layout can only expand lengthwise, but ultimately, City Parks & Rec would like to increase the width by approximately 30 feet. This newly proposed layout of 180'x300' will require the removal and relocation of several structures and fencing, most notably, the removal of the announcer's booth building on the south side of the arena. The construction of a new announcer's booth (optional) and electrical layout to the lighting and public address (PA) sound system will be part of the arena expansion project. Lastly, the City Parks & Rec would like to improve drainage on the fire lane towards Bodine's Casino parking lot and drain to the existing drainage basin. Farr West Engineering (Farr West) will provide project management, survey and mapping, private utility location, geotechnical investigation, electrical design, architectural design (optional), and civil design as described in the following task descriptions.

The phase and task breakdown for the project is designated as follows:

Design Services

- Task 1 – Project Management
- Task 2 – Survey and Mapping
- Task 3 – Private Utility Location
- Task 4 – Geotechnical Investigation
- Task 5 – Electrical Design
- Task 6 – Architectural & Structural Design Phase 1 (Optional)
- Task 7 – Architectural, Structural & Mechanical Design Phase 2 (Optional)
- Task 8 – Civil Preliminary Design
- Task 9 – Civil Final Design
- Task 10 – Owner Directed Services

DESIGN SERVICES

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

Farr West will routinely review project progress and communicate project status on a regular basis. Communication will be through email and telephone, and with monthly project coordination meetings with Carson City Parks & Rec and Farr West staff. This task will include the following activities:

- Project administration includes scheduling maintenance, cost control, monthly invoicing, filing, resource allocation, subconsultant management, and routine communications.
- Conducting a project kick-off meeting with Farr West and City Parks & Rec staff.
- Team coordination, including conference calls and internal meetings.
- Monitoring changes to the scope, budget, or schedule and developing change management strategies with City Parks & Rec.

Deliverables

The following deliverables will be submitted under this task:

- Project schedule.
- Monthly status reports.

Assumptions

The following assumptions apply:

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

Task 2 – Survey and Mapping

Objective

To generate survey and mapping data for development of CAD base maps in support of design activities.

Approach

The following approach applies:

- Farr West will utilize Carson City GIS data for parcel lines. A boundary survey will not be required.
- Farr West will establish project control for base map preparation. The horizontal and vertical control will be based on published data. Horizontal control will conform to North American Datum of 1983 (NAD 83), and vertical control will conform to North American Vertical Datum of 1988 (NAVD 88). Farr West will constrain to Carson City Control Network.
- Farr West will provide a topographic survey to support development of design drawings. The final drawing will be prepared showing one-foot contour intervals.
- Farr West will locate existing conditions including, but not be limited to fencing, light poles, speaker poles, and utility features including water and sewer, drainage features, and structures that are visible from the surface of the ground. These features will be mapped and shown on the topographic map.

- Existing manholes, catch basins and valves will be dipped to establish vertical profiles for existing utilities.
- Farr West will coordinate with utility owners in the project area to obtain record drawings and/or maps. Fees, if applicable, are included in this task.

Deliverables

- Electronic CAD files for use in preparing design plans conforming to Farr West Mapping Standards or Carson City Mapping Standards.

Assumptions

The following assumptions apply:

- City Parks & Rec will be responsible for obtaining any required off-site right of entries, easements, or right-of-way.
- Access gates will be opened for vehicular access by City Parks & Rec.
- Boundary survey and record map recordation are not included.

Task 3 – Private Utility Location

Objective

To locate existing private underground utilities using radar and detection equipment.

Approach

The following approach applies:

- Complete scanning of project site to detect known utilities such as conduits, pipes, and other private underground utilities without excavation or intrusion to the surface.
- Enter buildings and facilities to identify end-location of utilities.

Deliverables

- On-site marking of existing utilities within project site with map exhibit of findings.

Assumptions

The following assumptions apply:

- Access gates will be opened for vehicular access by City Parks & Rec.
- Others to provide access to work area above 10 feet.
- Access to electrical and communication rooms will be opened by City Parks & Rec.
- Ground penetrating Radar and Radio Detection equipment to be used for locating underground utilities.
- Work is limited to the southern portion of the project site and 8 hours maximum of on-site locating and travel time.

Task 4 – Geotechnical Investigation

Objective

To provide subsurface exploration for soil condition utilizing test pits and laboratory testing and providing recommendations for structure foundation design.

Approach

This task will include the following activities:

- Review published geotechnical reports, geologic maps, fault hazard reports, and soils maps to identify the presence of documented geologic hazards at the site.
- Complete up to two (2) test pits to depths up to ten feet below existing ground surface for subsurface exploration to support existing and proposed location of announcer's booth.
- Complete up to two (2) dynamic cone penetrometer (DCP) tests, one by each test pit locations, to measure consistency and relative strength of soils to support existing and proposed location of announcer's booth.
- Complete laboratory testing of soil samples from test pit excavation. Testing for index properties including moisture determination, grain size distribution, and plasticity.
- Upon completion of the field, laboratory and office studies, a Geotechnical Site Assessment Report will be completed for the project and will include the following:
    - Description of the project site with the approximate locations of our subsurface exploration locations, shown on a site plan;
    - Descriptive logs of the explorations performed for this study;
    - General summary of the soils encountered, and depth to groundwater (if encountered);
    - Seismic design parameters for Site Class "D";
    - Results of laboratory tests and a description of test methods;
    - Soil corrosion potential to concrete;
    - General recommendations including;
        - Earthwork including subgrade site preparation and/or remedial earthwork;
        - Shallow foundation allowable bearing capacity, anticipated settlements, and minimum footing depth and widths;
        - Static lateral earth pressures for foundation design;
        - Reuse of on-site materials;
        - Site drainage recommendations that may affect foundation performance.
    - Construction recommendations.

Deliverables

The following deliverables will be submitted under this task:

- Geotechnical Site Assessment Report, draft and final in pdf and word format.

Assumptions

The following assumptions apply:

- City Parks & Rec to provide signage of Fairgrounds closure up to two days.
- USA Dig coordination is included in this task.
- Access gates will be opened for vehicular access by City Parks & Rec.
- Bulk sample collection of base or subgrade R-value and index testing is not proposed.
- Excavator and operator to be subcontracted for test pit excavation. City Parks & Rec will not provide backhoe and operator.
- Test pits will be backfilled with excavated soils and tamped with equipment on-site without restoration to existing landscape.
- DCP testing will be performed using a manual Wildcat Dynamic Cone Penetrometer. Assembly consists of a 35-pound hammer with a 15-inch drop, 1-meter hollow drive rods (sounding rods), and cone tip.

Task 5 – Electrical Design

Objective

To design new electrical system for the new announcer's booth and reroute conduits to the newly relocated lighting and PA sound systems.

Approach

This task will include the following activities:

- Review as-builts for locations of existing lights and PA system.
- Demolish and design new electrical gear for the announcer's booth.
- Show routing of conduits for relocated arena lights and PA system.
- Prepare 90% electrical design, engineer's opinion of probable cost for construction, and technical specifications to be reviewed by City Parks & Rec. The 90% electrical design submittal will include:
    - 1 general sheet, which includes abbreviations and legend;
    - 2 electrical site plan sheets;
    - 1 electrical detail sheet.
- Prepare 100% electrical design, engineer's opinion of probable cost for construction, and technical specifications for City Parks & Rec. This milestone will incorporate City Parks & Rec's comments from the 90% design review. The intent of this milestone is to ensure the design includes the necessary detail that is sufficient for bidding and construction. The submittal will include:
    - 1 general sheet, which includes abbreviations and legend;
    - 2 electrical site plan sheets;
    - 1 electrical detail sheet.
- Internal quality assurance and quality control of deliverables.

Deliverables

The following deliverables will be submitted under this task:

- 90% electrical design drawing, engineer's opinion of probable cost for construction, and technical specifications in pdf format.
- 100% electrical design drawing, engineer's opinion of probable cost for construction, and technical specifications in pdf format. Design drawings and technical specifications will include engineer's electronic signature and stamp for use in bidding.

Assumptions

The following assumptions apply:

- No utility potholing is required. If determined required, it will be billed under Task 11 – Owner Directed Services.
- City Parks & Rec to provide review comments on the 90% design with 2 weeks of submission.
- City Parks & Rec will coordinate bidding activities and host bid documents to a City Parks & Rec-approved platform.

Task 6 – Architectural & Structural Design Phase 1 (Optional)

Objective

To provide conceptual design for new announcer's booth with architectural and structural engineering services.

Approach

This task will include the following activities:

- City Parks & Rec to consider prefabricated structure as an option for the new announcer's booth.
- Meetings with City Parks & Rec including site meeting and design review meetings. Coordination with Farr West and other subconsultants.
- Refer to latest building codes and ADA requirements for conceptual design.
- Conceptual design of announcer's booth using BIM software.
- Submittal of conceptual design will include:
    - General sheet, which includes project information and general notes;
    - Dimension Floor Plans;
    - Building Elevations;
    - Building Section(s);
    - Wall Section(s);
    - Structural input for wood-framed versus cold-formed metal-framed building;
    - Estimated conceptual probable cost estimate;
    - Internal quality assurance and quality control of deliverables.

Deliverables

The following deliverables will be submitted under this task:

- Conceptual design and conceptual probable cost estimate to be used by the City Parks & Rec to evaluate project feasibility.

Assumptions

The following assumptions apply:

- City Parks & Rec to provide review comments on the conceptual design with 2 weeks of submission.
- This task will only be necessary if the City Parks & Rec does not select a prefabricated announcers booth.

Task 7 – Architectural, Structural & Mechanical Design Phase 2 (Optional)

Objective

To provide final design for new announcer's booth with architectural, structural, and mechanical/plumbing engineering services.

Approach

This task will include the following activities:

- Design review meetings with City Parks & Rec. Design coordination with Farr West and other subconsultants.
- Refer to latest building codes, ADA requirements, and envelope energy code compliance for final design.
- Prepare final design, probable cost estimate for construction, and technical specifications for City Parks & Rec. This milestone will incorporate the City Parks & Rec's comments from Phase 1 conceptual design. The intent of this milestone is to ensure the design includes the necessary detail that is sufficient for bidding and construction. The submittal will include:
    - Cover sheet, which includes project information and general notes;
    - Dimension Floor, Reflected Ceiling, and Roof Plans;
    - Building Elevations and Sections;
    - Wall Sections;
    - Stair Plan and Stair Section(s);
    - Finish, Door, Door Hardware, and Window Schedules;
    - Details, which includes windows, hollow metal door, elevator or lift, and miscellaneous;
    - Structural Design Drawings;
    - Mechanical Design Drawings, which includes mini-split system;
    - Plumbing for lavatory (optional);
    - Technical Specifications;
    - Estimated conceptual probable cost estimate;
    - Internal quality assurance and quality control of deliverables.
- Provide bid support by responding to bidder questions.

- Provide architectural and engineering support during construction by responding to Contractor RFIs.

Deliverables

The following deliverables will be submitted under this task:

- Architectural, Structural, and Mechanical design, construction and bid documents, probable cost estimate and construction administration services. All drawings and specifications will include engineer's stamp and signature.

Assumptions

The following assumptions apply:

- City Parks & Rec will coordinate bidding activities and host bid documents to a City Parks & Rec approved platform.
- Architect, structural engineer, and mechanical engineer will provide limited support during bidding by responding to bidder questions and construction by responding to Contractor RFIs.
- Architect and structural engineer will provide up to two site visits during construction. Mechanical engineer will provide up to one site visit during construction.
- This task will only be necessary if the City Parks & Rec does not select a prefabricated announcers booth.

Task 8 – Civil Preliminary Design

Objective

To develop a preliminary design and engineer's opinion of probable cost for construction of the rodeo arena expansion.

Approach

The following activities will be performed as part of this task:

- Coordinate with utilities to locate and verify utility locations in the field. Utility potholing is not proposed at this time but may be required if conflicts are found.
- Perform a site visit to verify topographic data and existing utility information.
- Coordinate with staff from City Parks & Rec to determine best approach to the existing chutes, fencing, and gates during construction and the new layout for the livestock panels and other necessary site features. Coordination on installation details for fencing, gates, etc. with staff from City Parks & Rec will be part of this design.
- Prepare a preliminary design and engineer's opinion of probable cost for construction to be reviewed by City Parks & Rec. The submittal will include:
    - 3 general sheets, which includes cover sheet, vicinity map, project map, and sheet index; general notes; and abbreviations and legend;
    - 1 demolition plan sheet;
    - 1 site plan sheet, including livestock panel layout;
    - 1 grading and drainage plan sheet;

- 3 general detail sheets;
- Engineer's opinion of probable cost for construction.

Deliverables

The following deliverables will be submitted under this task:

- Civil preliminary design drawing and engineer's opinion of probable cost for construction in pdf format to be reviewed by City Parks & Rec.

Assumptions

The following assumptions apply:

- No utility potholing is required. If determined required, it will be billed under Task 10 – Owner Directed Services.
- City Parks & Rec to provide review comments on the preliminary design within 2 weeks of submission.

Task 9 – Civil Final Design

Objective

To develop a final design, engineer's opinion of probable cost for construction, and technical specifications of the rodeo arena expansion.

Approach

The following activities will be performed as part of this task:

- Prepare a final design, engineer's opinion of probable cost for construction, and technical specifications for bidding. This milestone will incorporate City Parks & Rec's comments from the preliminary design review completed in Task 8. The intent of this milestone is to ensure the design includes the necessary detail that is sufficient for bidding and construction. The submittal will include:
  - 3 general sheets, which includes cover sheet, vicinity map, project map, and sheet index; general notes; and abbreviations and legend;
  - 1 demolition plan sheet;
  - 1 site plan sheet, including livestock panel layout;
  - 1 grading and drainage plan sheet;
  - 3 general detail sheets;
  - Technical specifications;
  - Engineer's opinion of probable cost for construction;
  - Internal quality assurance and quality control of deliverables.

Deliverables

The following deliverables will be submitted under this task:

- Final design drawings, engineer's opinion of probable cost for construction, and technical specifications in pdf format. Final design drawings and technical specifications will include engineer's electronic signature and stamp for use in bidding.

Assumptions

The following assumptions apply:

- No utility potholing is required. If determined required, it will be billed under Task 10 – Owner Directed Services.
- City Parks & Rec will coordinate bidding activities and host bid documents to a City Parks & Rec-approved platform.
- Carson City will supply "front end" sections of the bid documents. Farr West's scope is limited to specifications related to technical aspects of the project.

Task 10 – Owner Directed Services

Objective

The intent of this task is to cover out-of-scope costs agreed to between Farr West and City Parks & Rec that may arise throughout the duration of the project. No work will be completed under this task without written authorization from City Parks & Rec.

Approach

The following activities will be performed as part of this task:

- Additional services other than those listed in Tasks 1-9 above.

Deliverables

The following deliverables will be submitted under this task:

- Deliverables will be negotiated if services are approved under this task.

Assumptions

The following assumptions apply:

- Work in this task may only proceed after approval is given from City Parks & Rec.

EXHIBIT B
SCHEDULE

Notice to Proceed:	**January 2023**
Survey Base Map Completion:	**February 2023**
Geotechnical Investigation Completion:	**February 2023**
Private Utility Location Completion:	**February 2023**
Architectural Design Phase 1 Completion (Optional):	**April 2023**
90% Electrical Design Completion:	**April 2023**
Civil Preliminary Design Completion:	**April 2023**
Architectural Design Phase 2 Completion (Optional):	**July 2023**
100% Electrical Design Completion:	**July 2023**
Civil Final Design Completion:	**July 2023**

EXHIBIT C
BUDGET

Task 1	Project Management	$5,388
Task 2	Survey and Mapping	$6,600
Task 3	Private Utility Location	$2,952
Task 4	Geotechnical Investigations	$8,842
Task 5	Electrical Design	$8,441
Task 6	Architectural & Structural Design Phase 1 (Optional)	$7,416
Task 7	Architectural, Structural & Mechanical Design Phase 2 (Optional)	$18,455
Task 8	Civil Preliminary Design	$13,388
Task 9	Civil Final Design	$9,608
Task 10	Owner Directed Services	$7,500
	TOTAL:	**$88,590**

Notes:

1. Owner shall pay Engineer an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class for all services performed on the Project, plus reimbursable expenses and Engineer's consultants' charges, if any. Engineer's standard hourly rates and reimbursable expenses will be adjusted on January 1st of each year that this Agreement is in effect to reflect equitable changes in the compensation payable to Engineer. Adjusted standard hourly rates and reimbursable expenses will become effective immediately.
2. Engineer's Rate Schedule is included as Exhibit D.
3. The total compensation for services and reimbursable expenses is not to exceed the amount shown above.

EXHIBIT D
2022 ENGINEER'S RATE SCHEDULE

Title	Hourly Rate	Title	Hourly Rate
Principal Engineer	$189	Project Coordinator	$105
Senior Engineer II	$182	Project Assistant I	$80
Senior Engineer	$170	Admin IV	$110
Engineer IV	$150	Admin III	$95
Engineer III	$140	Admin II	$85
Engineer II	$130	Admin I	$75
Engineer I	$120	Intern	$50
Engineer in Training II	$108	GIS Analyst II	$150
Engineer in Training I	$100	GIS Analyst I	$125
Senior Electrical Engineer	$170	GIS Specialist	$110
Electrical Engineer III	$150	GIS Technician II	$100
Electrical Engineer II	$140	GIS Technician I	$90
Electrical Engineer I	$130	Water Resource Specialist	$150
Electrical and Controls Engineer in Training	$125	Water Rights Specialist II	$140
Electrical Engineer in Training II	$120	Water Rights Specialist I	$115
Electrical Engineer in Training I	$110	Water Rights Technician III	$100
Senior Hydrogeologist	$176	Water Rights Technician II	$90
Hydrogeologist II	$125	Water Rights Technician I	$80
Hydrogeologist I	$110	Regulatory & Env. Specialist	$110
Construction Inspector III	$125	Professional Surveyor	$155
Construction Inspector II	$120	Senior Survey Technician	$135
Construction Inspector I	$110	Survey Technician III	$125
Designer III	$130	Survey Technician II	$115
Designer II	$125	Survey Technician I	$100
Designer I	$115	1 Man Survey Crew	$160
Proposal Specialist	$85	2 Man Survey Crew	$270

Other Fees and Charges:

1. All direct project expenses, including subconsultants, will be billed at actual cost plus 15%.
2. An overtime surcharge of 25% will be applied to the hourly rates of non-salaried employees for authorized overtime work.
3. Different survey and construction inspection labor rates will apply on prevailing wage projects. Rates for prevailing wage projects will be provided on a case by case basis.
4. 2023 Engineer's Rate Schedule is a projection of 5% from the 2022 Engineer's Rate Schedule.

Carson City Parks, Recreation & Open Space
Carson City Fairgrounds Arena Expansion
Engineering Fee Estimate 12/8/2022

Exhibit A

	Senior Engineer II -	Engineer I-	Senior Electrical Enginner	Electrical Engineer I	Electrical and Controls Engineer in Training	Electrical Engineer in Training I	Administrator III -	Professional Surveyor -	1 Man Survey Crew	Total Labor		Expenses (15% Markup)	Hooft Architecture LLC	CME Testing and Report	CME Excavating Subcontractor (Optional)	Nason's Scanning Services	TOTAL
Projected 2023 Rate ($/hr)	$191	$126	$179	$137	$131	$116	$100	$163	$168								
TASKS										Hours	($)	($)	($)	($)	($)	($)	($)
1.0 Project Management																	
Project Coordination and Management	4	16	3		1					24	$3,448						$3,448
Monthly Reports/Progress Billings		7	2				7			16	$1,940						$1,940
Subtotal	**4**	**23**	**5**		**1**		**7**			**40**	**$5,388**						**$5,388**
2.0 Surveying and Mapping																	
Project Management								6		6	$978						$978
Flight and Control									8	8	$1,344						$1,344
Supplemental Topo									8	8	$1,344						$1,344
Base Mapping - Topo								16		16	$2,608						$2,608
Control Processing								2		2	$326						$326
Subtotal								**24**	**16**	**40**	**$6,600**						**$6,600**
3.0 Private Utility Location																	
Farr West Labor		8								8	$1,008						$1,008
Subconsultant												$254				$1,690	$1,944
Subtotal		**8**								**8**	**$1,008**	**$254**				**$1,690**	**$2,952**
4.0 Geotechnical Investigations																	
Farr West Labor		4								4	$504						$504
Subconsultant												$1,088		$6,150	$1,100		$8,338
Subtotal		**4**								**4**	**$504**	**$1,088**		**$6,150**	**$1,100**		**$8,842**
5.0 Electrical Design																	
Review Record Drawings			1		2	1				4	$557						$557
90% Design Drawings, Technical Specifications, Opinion of Probable Cost					24	8				32	$4,072						$4,072
100% Design Drawings, Technical Specifications, Opinion of Probable Cost					4	4				8	$988						$988
Quality Assurance/Quality Control			4	12		4				20	$2,824						$2,824
Subtotal			**5**	**12**	**30**	**17**				**64**	**$8,441**						**$8,441**
6.0 Architectural & Structural Design Phase 1																	
Farr West Labor		4								4	$504						$504
Subconsultant												$902	$6,010				$6,912
Subtotal		**4**								**4**	**$504**	**$902**	**$6,010**				**$7,416**
7.0 Architectural, Structural & Mechanical Design Phase 2																	
Farr West Labor		6								6	$756						$756
Subconsultant												$2,309	$15,390				$17,699
Subtotal		**6**								**6**	**$756**	**$2,309**	**$15,390**				**$18,455**
8.0 Civil Preliminary Design																	
Data Collection (Records research, Utility Coordination)		8								8	$1,008						$1,008
Site Visit	4	4								8	$1,268						$1,268
Preliminary Design	4	60								64	$8,324						$8,324
Preliminary Engineer's Opinion of Probable Cost	2	8								10	$1,390						$1,390
Design Review Meeting	2	2								4	$634						$634
Quality Assurance/Quality Control	4									4	$764						$764
Subtotal	**16**	**82**								**98**	**$13,388**						**$13,388**

Carson City Parks, Recreation & Open Space
Carson City Fairgrounds Arena Expansion
Engineering Fee Estimate 12/8/2022

Exhibit A

	Senior Engineer II -	Engineer I-	Senior Electrical Enginner	Electrical Engineer I	Electrical and Controls Engineer in Training	Electrical Engineer in Training I	Administrator III -	Professional Surveyor -	1 Man Survey Crew	Total Labor		Expenses (15% Markup)	Hooft Architecture LLC	CME Testing and Report	CME Excavating Subcontractor (Optional)	Nason's Scanning Services	TOTAL
Projected 2023 Rate ($/hr)	$191	$126	$179	$137	$131	$116	$100	$163	$168								
9.0 Civil Final Design																	
Final Design	8	40								48	$6,568						$6,568
Final Engineer's Opinion of Probable Cost	2	4								6	$886						$886
Technical Specifications	2	8								10	$1,390						$1,390
Quality Assurance/Quality Control	4									4	$764						$764
Subtotal	**16**	**52**								**68**	**$9,608**						**$9,608**
10.0 Owner Directed Services																	
Owner Directed Services																	$7,500
Subtotal																	**$7,500**
TOTAL	**36**	**179**	**10**	**12**	**31**	**17**	**7**	**24**	**16**	**332**	**46,197**	**4,553**	**21,400**	**6,150**	**1,100**	**1,690**	**88,590**

Agenda Item No: 12.B

STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** January 5, 2023

Staff Contact: Carol Akers, Purchasing & Contracts Administrator and Nicki Aaker, Health & Human Services Director

Agenda Title: For Possible Action: Discussion and possible action regarding a proposed $69,377 increase in purchase authority, beyond the previously approved $70,000, resulting in a new annual not to exceed amount of $139,377, for the purchase of medications for persons detained in the Carson City Jail utilizing joinder Contract No. MMS2200730 between Minnesota Multistate Contract Alliance for Pharmacy ("MMCAP") and Diamond Drugs, Inc. dba Diamond Pharmacy ("Diamond Pharmacy"), and extending the purchase authority through June 30, 2023. (Carol Akers, cakers@carson.org and Nicki Aaker, naaker@carson.org)

Staff Summary: Pursuant to NRS 211.140, Carson City is responsible for providing prescription medication to persons who are detained in the Carson City Jail. The Carson City Department of Health and Human Services and Sheriff Ken Furlong are requesting the use of MMCAP Contract No. MMS2200730 to purchase prescription medications from Diamond Pharmacy.

Agenda Action: Formal Action / Motion **Time Requested:** Consent

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Proposed Motion
I move to approve the increase in purchase authority as requested.

Board's Strategic Goal
Efficient Government

Previous Action
July 7, 2022 (Item 9I): The Board of Supervisors approved the authorization to purchase medications for persons detained in the Carson City Jail, utilizing the MMCAP joinder contract with Diamond Pharmacy for a not to exceed amount of $70,000 through October 31, 2022.

Background/Issues & Analysis
Contract being utilized: (Joinder)
MMCAP Contract No. MMS2200730 (Expires August 31, 2024).

Previous Contract-MMCAP Contract No. MMS17017 (Expired December 31, 2022).

Applicable Statute, Code, Policy, Rule or Regulation
NRS 332.115 and 332.195

Financial Information

Is there a fiscal impact? Yes

If yes, account name/number: General Fund - General Assistance/Inmate Medical Care - 1016574-501025
Commissary Fund - Inmate Medical Care - 2802020-501025

Is it currently budgeted? Yes

Explanation of Fiscal Impact: Account 1016574-501025: available Fiscal Year 2023 budget is $62,377, and Account 2802020-501025: available Fiscal Year 2023 budget is $26,525.

Alternatives
Do not approve the purchase increase and/or provide alternative direction to staff.

Attachments:
Diamond Drugs Inc MMS2200730.pdf

Board Action Taken:

Motion: _____	1) _____	Aye/Nay
	2) _____	_____
		_____
		_____
		_____
		_____

_____
(Vote Recorded By)

DocuSign Envelope ID: 74A1D52C-F918-4A26-93E2-FCAF58965997

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MMCAP INFUSE

Minnesota Department of Administration
Office of State Procurement
50 Sherburne Avenue, Suite 112 Administration Building, St. Paul, MN 55155
Phone: 651.201.2420

Diamond Drugs, Inc.

MMCAP Infuse Agreement #: MMS2200730

Prepared on December 2, 2022

Notice to Members: Members may only select one Pharmacy Service Provider.

PREFIX A

Definitions and Acronyms

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Are attached and incorporated into the Agreement

Definitions

1. **Administrative Fee**: Means three percent (3%) of the Dispensing Fees, medical supplies, and durable medical equipment; billed Services are one percent (1%); each Product and installation relating to EnviroClean (***Attachment A-4***) and monthly subscription Services for Sapphire Health, LLC's EHR are three percent (3%). Application is described on *Paragraph 9.1*.
2. **Actual Acquisition Cost (AAC)**: AAC is defined as Vendor's direct upfront wholesaler medication cost at the time of dispensing.
3. **Average Daily Population (ADP)**: ADP is calculated by calculating the sum of each day's actual census for the Member's collective Facility population over a calendar month, and then dividing the sum by the number of calendar days in the respective calendar month.
4. **Change Order**: The document that memorializes the specific additional Services a Member has arranged with the Vendor.
5. **Class of Trade**: Vendor's class of trade includes adult and juvenile correctional institutions, long-term care facilities, and assisted living facilities. Vendor reserves the sole right to limit Members' classes of trade for full pharmacy services. Vendor is also offering Members additional services to include air purification systems and a correctional specific electronic health record software package, *See* ***Attachment A-1***. These additional services are open to all Members.
6. **Contract(ed) Items**:
   A. **Products**: Means all medication and other healthcare products offered by the Vendor in this Agreement through its sourcing.
   B. **Services**: Means the services that the Vendor is offering a Member as part of a Dispensing Fee or an additional elected cost in accordance to this Agreement.
7. **Days**: (Not required to be capitalized) Unless otherwise specified in this Agreement, all references to days will be calendar days.
8. **Dispensing Fee**: The fee the Vendor collects for the issuance and deliverance of a prescription to a Member based on the terms of this Agreement and pricing on ***Attachment A-1***.
9. **Facility**: The applicable site/location/building of the Member that houses a group of patients the Vendor is serving; a Member may have multiple Facilities per arrangement.
10. **Government Unit**: Any entity as defined by Minnesota Statute 471.59.
11. **Member**: Means an approved MMCAP Infuse State or other Government Unit that has executed a membership application and Member agreement with MMCAP Infuse.
12. **Membership**: Means the joint power cooperative comprised of the MMCAP Infuse authorized States, Members, and other Government Units.
13. **Onboarding Date**: Means the Vendor must allow new Members to access to the Agreement within seven (7) days of notice by MMCAP Infuse.
14. **Onboarding Forms**: Reserved for future use.
15. **Order Form**: Means the document or electronic platform Member utilizes to obtain Products.
16. **Pricing**: Means the price that the Vendor has agreed to provide the Contracted Items to MMCAP Infuse and its Membership as set forth on ***Attachment A*** and any subsequent amendment to this Agreement as mutually agreed upon by Vendor and MMCAP Infuse.
17. **Primary Account Representative**: [redacted]
18. **State**: Means one of the recognized fifty (50) states of the United States of America.
19. **Working Hours**: Means 8:00AM to 6:00PM Eastern, Monday through Friday; 8:00AM to 4:00PM Eastern on Saturday.
    A. **After Hours** Means from 6:01 PM Eastern to 7:59 AM Eastern the following business day and from 4:01 PM Saturday through 7:59 AM the following Monday.
    B. **Holidays**: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, and Christmas.

AGREEMENT FOR MMCAP INFUSE NO. MMS2200730

Accurate as of Dec. 22, 2022
Most current version
https://mn.gov/admin/assets/340b-kelton-drive_tcm36-[illegible].pdf

THIS Agreement ("**Agreement**") is entered into as of the Effective Date by and between the State of Minnesota acting through its Commissioner of Administration ("**Minnesota**") on behalf of MMCAP Infuse ("**MMCAP Infuse**") and Diamond Drugs, Inc., a corporation with a headquarters address of 345 Kelton Drive, Indiana, PA 15701 ("**Vendor**").

Agreement Term:

1. **Effective Date**: December 15, 2022, or the date MMCAP Infuse obtains all required signatures as required under Minnesota Statute, whichever is later.
2. **Expiration Date**: August 31, 2024.
3. The Agreement Term may be extended upon mutual agreement of MMCAP Infuse and Vendor.

AGREEMENT COMPONENTS

The following components are the Agreement; all referenced Prefix and Attachments, are attached and incorporated into this Agreement.

1. **Prefix A**: Definitions
2. **Attachment A**: Pricing
   - A. **Attachment A-1**: Dispensing Pricing
   - B. **Attachment A-2**: Labor Pricing
   - C. **Attachment A-3**: Support Pricing
   - D. **Attachment A-4**: Equipment Pricing
3. **Attachment B**: Required Member Onboarding Forms – Reserved
4. **Attachment C**: Required Reporting
5. **Attachment D**: MN Statutory Language

ARTICLE I
PRICING AND CHANGES

1.1 **Notices**. All notices under this Article must be sent to: MMCAP_Infuse.Contracts@state.mn.us.

1.2 **Price Changes**. Vendor must hold Pricing under this Agreement firm for one (1) year from the Effective Date. Parties understand the medication AAC will fluctuate during the term of the Agreement. The terms of the Dispensing Fee for Vendor's incumbent customers are stated below (*Paragraph 1.3*).

1.3 **Dispensing Fee**. Vendor's Dispensing Fee and return processing fee will automatically increase by three percent (3%) every year on the anniversary date of the Effective Date

- A. Patient vs. Stock.
  - i. Patient Prescription. The Dispensing Fee for a patient-specific prescription is calculated per prescription up to a 30-day supply per dispensing without regard to number of doses in the order. For clarity, a thirty (30) day prescription of 90 tablets will be dispensed in 3x30-count blister cards and charged one (1) Dispensing Fee for the prescription.
  - ii. Stock Order. The Dispensing Fee for stock orders will be on a per piece basis. For clarity, the issuance of 3x30-count blister cards would be assessed a Dispensing Fee for each blister card distributed.
- B. Automated Dispensing Cabinet. Interfacing as well as any other costs with automated dispensing machines will be negotiated separately.
- C. Exceptions. The Dispensing Fee(s) in ***Attachment A-1*** will not apply to the following Products:
  - i. Specialty and limited distribution products.
  - ii. Compounded IV medications.
  - iii. Total parenteral nutrition (TPN).
  - iv. Non-sterile compounded medications.
  - v. 340B program medications that are mutually agreed upon by Member and Vendor.
  - vi. Or, for Members requesting same day delivery, where possible and upon mutual agreement of Member and Vendor

1.4 **Taxes**. Members are responsible for all applicable sales, use, lease, ad valorem, and any other tax that may be levied or assessed by reason of this transaction, unless the Member provides a tax exemption certificate (blanket or transaction specific) to Vendor before the transaction occurs.

1.5 **Labor Rates and Travel.** Labor rates and travel expenses are outlined on ***Attachment A-2***. There may be additional costs and Dispensing Fees as stated within this Agreement.

1.6 **Software/Hardware Data System Pricing**.

- A. Data Storage: Found at ***Attachment A-3***.
- B. Automatized Dispensing System Support: Found at ***Attachment A-3***.
- C. Hardware Support: Found at ***Attachment A-3***.
- D. Software Support: Found at ***Attachment A-3***.

Accurate as of Dec. 22, 2022
Most current version
https://members.infuse-mn.gov/user/login

1.7 **Alternative Pricing and Contracted Items**. If the Vendor does want to provide more advantageous or alterative terms to a Member, before implementing, the Vendor must submit the terms to MMCAP Infuse for review to determine if those terms should be incorporated into this Agreement for the entire Membership. MMCAP Infuse will review and make a determination if (A) it should become part of this Agreement through an amendment; or (B) the Vendor and Member can individually reflect the changes through a Change Order.

1.8 **Targeted Groups**. Some Members require the use of M/W/DBE (minority/women/disadvantaged business entity) subcontractors; the pricing and costs will be negotiated between the Member and Vendor and reflected in a Change Order.

1.9 **Member Fees**. In the event a Member requires a fee, assessment, and/or additional costs in addition to the Pricing, those fees, assessments, and/or additional costs must be added on top of the Pricing and/or an adjustment to the discounts must be made so Vendor does not absorb the fee. Vendor must not pay a Member-levied fee without first collecting the fee through increased Pricing for the applicable Member. The fees will be set aside and paid to the Member as detailed in a form provided and approved by MMCAP Infuse.

ARTICLE II
SERVICE OFFERINGS

2.1 **Service Area**. Contiguous United States, District of Columbia, Alaska, and Hawaii.

2.2 **Hours of Operation**. Services will be available to Members during Work Hours.

2.3 **Individual Member Selection and Order of Services**. Due to the individuality and customization each Member requires for its Facilities, the Vendor and Member will document the selection of Contracted Items and the Pricing through a Change Order (Vendor's and Member's mutual selection and agreement). Pricing and Contracted Items that are outside the scope of this Agreement must go through MMCAP Infuse's review and receive written approval (*Paragraph 1.3*). The final agreed upon costs and Service will be reported to MMCAP Infuse as outlined in ***Attachment A***. If the Vendor (or its Subcontractors) need to perform work outside the agreed upon parameters in the Order Form, the Vendor must obtain prior written approval from the Member. The Vendor will be responsible for fixing and covering the costs for any damage and contingencies not addressed and described in the Change Order.

2.4 **Vendor's Staff or Agents**. Regardless of any vacancy in its staffing the Vendor is required to provide adequate coverage for all Services a Member selects that have been mutually agreed upon by Member and Vendor. For all staff the Vendor (or subcontractors – and will apply throughout the Paragraph) provides for Services, the Member will have the opportunity to review the credentials. The Members reserves the right to negate a hire or remove a staff member if it is found to have less than the necessary credentials and/or experience to perform the functions of the Services the Member elects. Each of Vendor's pharmacy professionals shall provide proof of licensure or certifications to the Member before any Services are performed. The staff of the Vendor will:

A. maintain licensure or certification; and
B. maintain professional malpractice liability insurance.

The Vendor will maintain and make available for review by the Member, if requested, all credentialing information that includes, at a minimum for pharmacists:

A. Signed application and required background check;
B. Verification of education, training, and work history;
C. Professional references;
D. Malpractice claims history; and
E. Current license to practice.

2.5 **Inspection Support and Operational Reviews**. As part of the base Dispensing Fee, Vendor will assist the Member in developing pharmacy policies, procedures and protocols, and will cooperate with Member's personnel to promote rational, cost-effective pharmacy services. Upon request by the Member, Vendor will provide a pharmacist every three (3) months for onsite inspections, where required by law or to comply with Member's National Commission on Correctional Health Care (**NCCHC**) accreditation, for each Facility in the contiguous United States that has an ADP over 250 as part of the Dispensing Fee. Inspections that are required more often, or where not required by law or NCCHC accreditation, or for Member facilities that have an ADP of less than 250, or for Members in Alaska, Hawaii, or US Territories, inspection costs are outlined on ***Attachment A-2***. Inspection shall include but are not limited to reviews of expiration dates, security, storage and a periodic review of medication records. Inspections for correctional Members will be based on a Member's NCCHC status, American Correctional Association (ACA), and Joint Commission standards.

2.6 **Formulary Development and Maintenance**. At no charge, the Vendor will develop a formulary for the Member to ensure the most appropriate medications are being prescribed in accordance with the manufacturer's recommendations. Ongoing and if requested, the Vendor will review and provide recommendations for the formulary quarterly. Annually, and if requested, the Vendor will review the Member's 'Policies and Procedures Manual' and make recommendations.

A. Alternative Treatment Recommendations (ATR): For a cost (***Attachment A-2***), the Vendor will develop ongoing ATRs for non-formulary compliance at the Facility.

2.7 **Patient Management**. As part of the Dispensing Fee the Vendor will perform a drug utilization review when dispensing each patient specific prescription, as well as periodically upon request by Member using computer-generated information evaluating the following: Use of non-formulary medication; Antibiotic use; Psychotropic use; Drug Utilization by class; Specialized reporting as requested. Patient profiles will be available upon request on a patient-specific or housing unit basis provided that housing information is communicated to Vendor by the Member facility.

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2.8 **Individual Patient Plans**: The Vendor will create individualized care plans if requested by a Member; pricing is located on ***Attachment A-2***.

2.9 **Committee Meetings**. The Dispensing Fee covers the Vendor's pharmacist participation in all committee meetings required by Member through teleconference or webinar; Vendor and Member will work in good faith to arrange time and date that works for all parties. If the Member requires in-person participation, the Member will be billed in accordance with ***Attachment A-2***.

2.10 **Training and Materials**. Reference books and publications, such as Physicians' Desk Reference (PDR), Nursing Drug Handbooks, etc., can be purchased through the Vendor at Vendor's actual acquisition cost plus Dispensing Fee plus shipping.

2.11 **Barcoding and Tracking Services; electronic pedigree.** As part of the Dispensing Fee, the Vendor will provide the following:

A. Fax Machines: Vendor will provide one (1) fax machine for each facility; replacement toner can be purchased through the Vendor at cost, plus the Dispensing Fee or elsewhere by Member at Member's expense.

B. Medication Carts: Medication cart(s) are provided on loan for the duration of the Agreement (when all medications are purchased from Vendor) if current carts cannot be purchased, are unsafe, or have fallen into a state of disrepair as determined by Vendor's pharmacist account manager. If providing carts, the model, type, and number of carts will be based on the Facility census and at the discretion of Vendor. Carts will include a locked box for controlled substances. The Vendor is responsible for maintenance.

C. Barcode Scanner: Vendor will provide one (1) hand-held tethered barcode scanner for each Facility, if requested for medication reconciliation purposes. The Vendor is responsible for updates and maintenance.

2.12 **Stock Medication System**. As part of the Dispensing Fee, and where permissible under State Law, Vendor will work with Member to establish and maintain a stock / starter medication system for each Facility and will promote the use of stock medication flow sheets with Facility's staff. Provided the Member approves, and in accordance with board of pharmacy and state laws, rules, and regulations, the Vendor will maintain an emergency drug box located at the Facility. Items in each drug box will be determined in consultation with Member.

2.13 **Emergency Service Offerings**

A. Emergency Kits. Where permissible under state law and in accordance with local, State and Federal Laws and regulations, Vendor will provide lockable emergency medication kits that contain injectable medications used for immediate administration to alleviate pain, treat infections, modify dangerous behavior, and preserve life if permitted by licensing and state regulations. Medications and stock quantities will be determined and mutually agreed upon in conjunction with the Member and Vendor. All contents will be listed on the sealed, lockable kit. Accountability sheets in each kit or cabinet will be used to document inventory, administered doses, and destruction. Medications utilized will be replenished by the Vendor and billed to the Member in accordance with this Agreement.

B. STAT/Emergency Administration. Vendor and Member will establish a sufficient stock inventory based on the applicable Facility's current products and the amounts used if permitted by licensing and state regulations. Appropriate stock quantities will be maintained using the following process:

i. Vendor will develop a customized order form that lists all stock items used by the Facility. Each form will contain a list of the items with complete descriptions and package sizes.

ii. To order, the Member will indicate the quantity needed next to each item on the form and submit the order to Vendor. Access to medications must be limited to authorized personnel, and medications must be kept secure at all times. Vendor will provide stock cards for medications that are needed for immediate administration, however stock-card doses need to be packaged in tamper-proof blister packs. When possible, different types of medications (i.e., Over-the-Counter vs. controlled substances) will have differential color codes.

iii. Inventory flow sheets will be provided to record and document each dose administered from the stock card to reconcile all doses. When stock is depleted, completed accountability sheets must be sent to the Vendor to reconcile doses. Vendor's system of accountability complies with all NCCHC and ACA guidelines.

iv. To help minimize diversion, Vendor will require an authorized agent to sign order forms for controlled substance stock items before they are dispensed. Instances where buprenorphine-based agents are being requested for a clinic or hospital, a site license will require signature by an "X waiver" holder to complete the transaction. Vendor will have final authority regarding the distribution of stock, controlled substance medications

v. Vendor will require Member facility to have designated personnel complete and sign a stock liability form prior to any legend or controlled substance medications being distributed as stock

vi. Vendor may require Power of Attorney or authorized agent designations to be on file with Vendor prior to any legend stock being distributed.

vii. At all times, local, state, and federal laws, rules, and regulations will take precedence over Member facility policy and procedures.

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2.14 **On-Site Staffing and Telemedicine**. If on-site staffing or Telemedicine consults are requested by the Member, and mutually agreed upon by the Member and Vendor, the Member and Vendor will make arrangements for additional compensation, and document those costs on a Change Order. The hourly rates will not exceed what is outlined on ***Attachment A-2***.

2.15 **Third Party Billing**. At no costs to the Member, and as directed by the Member, Vendor will create separate invoices for individual for patients that are being billed separate because they are being charged directly or being cared for by a jurisdiction other than the Member such as patients under the control of the U.S. Bureau of Prisons (BOP), U.S. Immigration and Customs Enforcement (ICE), U.S. Marshals Service (USMS), and for counties. Vendor will bill compensation orders, medical assistance, health insurance, AIDS drug assistance programs (ADAP), or other payment sources if the patient is eligible, if permitted to bill, and if Vendor receives billing information at the time of dispensing. Medications invoiced to other payers will be billed at the state Medicaid rate. If these invoices are not paid within sixty (60) days, the Member will be responsible for all charges at the agreed upon rate for that Member with no interest being charged

2.16 **Backup, Overflow, or Afterhours Pharmacies**. A Member can elect to have the Vendor set up a network of local pharmacies in close proximity to a Facility serviced as part of this Agreement for an alternative source for short term medication orders that are needed "stat" or after the normal hours of operation. Upon notification of a stat request, the Vendor shall make all arrangements for the order to be transmitted to the local pharmacy and make sure that there are no contraindications to the medication, as the local pharmacy will not have the patient's complete medication profile on hand to properly screen for drug interactions or other potential problems.

A. The contractor shall not allow non-formulary medications to be ordered from the local pharmacy without a prior approval from the Member.

B. Backup pharmacy services will be billed as a pass-through charge to the Member at the contracted backup pharmacy's rate, as billed through a pharmacy benefit management (PBM) company, plus the backup pharmacy's delivery charge or on-call charge, or the taxi or courier charge, if applicable.

2.17 **Grant Consulting**. A Member can elect to have the Vendor manage their grants, where the Vendor will either manage or assist the Member in applying for and maintaining compliance for received grants. Under this Service, the Vendor will be required to coordinate requirements for clinical and research materials, while also ensuring compliance to all policies and procedures. The Pricing can be found on ***Attachment A-2***.

2.18 **Discharge Service Offerings**. Discharge medications will be dispensed to the Member in the quantity requested up to a thirty (30) day supply. Only a single Dispensing Fee will be invoiced if the discharge medication is dispensed by the Vendor. All discharge medications will be dispensed in childproof containers, unless otherwise requested. These medications will be labeled appropriately with all directions and auxiliary warning labels, in compliance with applicable regulations.

2.19 **Reverse Distribution and Waste Disposal**. Members may opt to utilize MMCAP Infuse approved vendors at their own expense. The Member can purchase RxDestroyer from the Vendor; pricing can be found on ***Attachment A-4***.

2.20 **Equipment Leasing and Maintenance**. Vendor can offer to lease equipment and associated software to a Member during the term of this Agreement. Offerings are not to exceed rates outlined on ***Attachment A-3*** and ***A-4***. The final agreed upon Pricing and selected Contracted Items will be formalized in a Change Order. All maintenance of leased equipment will be the responsibility of the Vendor. If the equipment stops working or repairs are needed due to no fault of the Member, the Vendor will replace the malfunctioning equipment with a functional equivalent at no cost to the Member. Member will be responsible for damaged or lost Vendor equipment that was provided on loan.

A. Member Owned Equipment and Software. For equipment owned by the Member, Vendor may be able to provide maintenance and support. Those rates are outlined on ***Attachment A-3***.

2.21 **Reports**. The Vendor will provide the following reports at no costs:

A. Patient Census
B. Monthly Costs
C. Costs Per Patient
D. Non-Formulary Prescription Orders
E. Non-Formulary Costs
F. Patient Profiles
G. Medication Utilization
H. New and refill prescription dispensed
I. Monthly refill reminders
J. Ad Hoc: The Vendor will provide ad hoc reports to Members at no additional costs; they will be provided to the Member within three (3) business days depending on the nature of the request.

2.22 **Failure to Provide Service**. If Vendor fails to provide the Services as set forth in this Agreement, unless due to Force Majeure, as defined in *Paragraph 5.4*, Member may obtain the same or equivalent Service through an alternative MMCAP Infuse vendor. If MMCAP Infuse vendor cannot provide Member the Services required, the Member may obtain the Service on the open market, including retail, for the period in which the Vendor is unable

to provide the Service. The Vendor will reimburse for any additional costs (including shipping and third-party fees) over the Pricing of this Agreement sustained by Member via a credit within thirty (30) days of receipt of the claim.

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ARTICLE III
PRODUCT DISPENSING AND ORDERING

3.1 **Ordering Products**. Vendor or Member may use mutually agreed upon Order Forms; to the extent that the terms of any Order Form(s) conflict with the terms of this Agreement, the terms of this Agreement supersede.

A. Obtaining a Contracted Item from an Order Form shall constitute a binding contract. All Products furnished will be subject to inspection and acceptance by the ordering entity after delivery. No substitutions or cancellations are permitted without written approval of the Member. Unless due to Force Majeure, as defined in *Paragraph 5.4*, back orders, failure to meet delivery requirements, or failures to meet specifications in the Order Form and/or the Agreement authorizes the ordering entity to cancel the order, or any portion of it, purchase elsewhere, and charge the full increase in cost and administrative handling to the Vendor.

B. Cut-off Times. New orders are to be submitted by 2:00PM Facility local time Monday through Friday for next business day delivery. All new orders submitted Saturday by 11:00AM Facility local Time will be delivered on Monday. Refill and stock medication orders will be received by Vendor up to 5:00 PM local time Monday through Saturday and will be shipped from Vendor the next business day

C. Order Minimums. Reserved for future use.

D. Shipping Costs. For Members with ADPs equal to or over 250 in the contiguous United States, shipping costs are be included in the Vendor's Dispensing Fee (i.e., not additional costs); for Members with an ADP of less than 250, shipping will be billed as a pass-through cost without any markups or fees by the Vendor. All shipping costs to Members in Alaska and Hawaii, are billed as a pass-through cost regardless of ADP. Same day delivery to certain Members, where feasible, are negotiated in good faith between Member and Vendor. They will be agreed upon before any delivery is made.

E. Generics. Vendor will dispense all medications as generics unless there is no approved generic substitute, or the Member has requested "no substitute" in accordance with applicable state laws.

F. Dates. All Products supplied to Members must have an expiration date of at least twelve (12) months from the date of manufacture and have a least a six (6) month shelf life from the date of acceptance of the Product by the Member unless prohibited or restricted by federal, FDA, DEA, State, or local laws, rules or regulations. Statutory and regulatory requirements will always take precedence over contractual terms and conditions.

3.2 **Product Labeling Requirements**. All true unit-dose blister cards eligible for reclamation will have each individual bubble of the blister card labeled with the medication's name and strength, lot number, NDC, manufacturer's name, and expiration date. Prescription labels will be barcoded to allow for inventory management as well as quality assurance during med pass. Part of the medication label will be a thermal barcode label with a peel-off refill tab, printed in clear, large type. The tabbed refill labels will be supplied on every labeled medication order. Each refill tab will contain the patient's name and number, medication name, quantity, number of refills, prescription number, unique card identification, and date the next refill is due.

A. Manifests. Every Product shipment will contain a detailed computerized delivery manifest containing Vendor's name, patient name and identification number, prescription number, medication name and strength, quantity dispensed, date dispensed, and price. If a Member needs additional information on the delivery manifest, Vendor will make every effort to accommodate the request.

3.3 **Packaging Requirements**. If packaging other than blister cards are required, the alterative packaging surcharge is identified on ***Attachment A-1***.

A. Over-the-Counter (**OTC**). Vendor will distribute OTC commissary items in original manufacturer packaging. Each package is labeled with medication directions, side effects, ingredients, and all required information that are to be contained on OTC packaging.

B. Prescriptions. Prescriptions are packaged in thirty (30) count dose tamper resistant blister cards or the manufacturer's original container per request.

C. Infusion Therapy. IV mixtures will be dispensed compounded, labeled, and ready to administer or will be dispensed in MiniBag Plus packaging for easy self-mixing on site, upon request by the Member.

D. Temperature Control. Vendor's packaging will maintain Products at the manufacturers' recommended specifications. All Products that require refrigeration will be shipped in to ensure proper temperatures controls; outer boxes containing refrigerated items are labeled with a fluorescent orange sticker that states, "May Contain Refrigerated Items" Refrigerated items will not be shipped for weekend delivery unless requested.

E. Controlled Substances. Controlled substance medications will be packaged in red blister cards for easy identification, will be marked with a large red letter "C" if in Schedules III-V (C3-5) and with two red letter "C"'s if Schedule II (C-2), allowing Member staff to differentiate the schedules. Controlled substance medications will be packaged in a separate bag containing its own delivery manifest.

F. Absent Products. If an ordered item is not part of the current shipment, the item and the reason for its absence (i.e., ordered too soon to fill, ordered past cut date, non-formulary medication, etc.) will be clearly indicated on the exception report section of the manifest.

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3.4 **Shipping**. Vendor must distribute and deliver the Contracted Items covered under this Agreement to all Members, including the states of Alaska and Hawaii. If the Member account is in good standing, the Vendor will at no time, refuse to deliver to any Member without the prior written approval by the Member and MMCAP Infuse. Delivery for Products under this Agreement shall be FOB Destination unless otherwise agreed to by Vendor and Member. Vendor will not add any fuel surcharges to the purchase under this Agreement unless such charges are imposed by Vendor's carriers. The Vendor and Member will split any fuel surcharges assessed by FedEx or UPS shipments fifty-fifty (50/50). Upon request by the Member, the Vendor will provide evidence of the total surcharge to the Member. Notwithstanding the foregoing, emergency orders, rush orders, and products dropped shipped from Vendor's contracted supplier, are subject to an added shipping and handling charge determined by Vendor and disclosed to in writing Member before a purchase is made.

A. Damaged Products. All damaged Products will be reported to Vendor's customer service department within 24 hours of receipt and applicable credits will be issued on the next billing cycle.

3.5 **Order Tracking Requirements**. All orders will be tracked to ensure the timeliness and accuracy of deliveries. Vendor's shipping software will track packages at every destination point. The software will provide estimates and confirmations of scheduled and actual delivery times as well as the names and signatures of delivery recipients. Upon request, Vendor will automatically email the Member the courier tracking information, including the tracking number and a link to the shipping company's website. If an order is not delivered by its guaranteed delivery time, Vendor's shipping department will begin the process of tracking the shipment. If Vendor determines the package is lost in shipment, Vendor will immediately contact the Member and provide a copy of the missing delivery manifest, so each item can be reviewed, and it can be determined if Vendor needs to supply the medication(s) using local backup sources or immediate overnight shipment. The Vendor will recover those costs from the courier rather than the Member.

3.6 **Emergency Orders (non-prearranged Service)**. For Members that are not utilizing the Vendor's emergency services under Article II. Emergency orders can be submitted directly to Vendor. The Vendor will either deliver the Products directly to the Member by courier or arrange access to a local pharmacy. Costs for both will be passed through at Vendor's cost or as invoiced to Vendor by local pharmacy, without any margin or markup. Detailed line-item reports of all emergency prescriptions will be provided with Vendor's invoice each month. Charges may include expedited courier charges, the local pharmacy's fees and price differentials, on-call charges, etc.

3.7 **Termination of Individual Orders**. Members may terminate, immediately or as identified by Member, individual Order Forms, in whole or in part, upon written notice to Vendor upon the occurrence of any of the following events:

A. The Member fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to pay for Contracted Items to be purchased under the Order Form;

B. Federal or state laws, regulations, or guidelines are modified or interpreted in such a way that either the purchase of the Contract Items under the Order Form are prohibited, or the Member is prohibited from paying for the Contracted Items from the planned funding source; or

C. Vendor commits any material breach of this Agreement or Order Form and does not provide a cure within thirty (30) days that is acceptable to Member.

Upon receipt of sixty (60) days written notice of termination, Vendor will stop performance under the Order Form as directed by the Member. If a standing Order Form is terminated, the Member must pay Vendor in accordance with the terms of this Agreement for goods delivered and accepted by the Member.

3.8 **Product Outages**. It is the responsibility of the Vendor to maintain sufficient inventory levels for all Products to meet the foreseeable needs of the Members. If Vendor cannot fulfill orders made by Members directly to the Vendor, it will be considered a failure to perform by the Vendor. The Vendor agrees to utilize the following process in the event of a backorder situation due to a Vendor-created stock outage.

A. Immediate Notification. Vendor's ordering system will provide notice within twenty-four (24) hours to the MMCAP Infuse and its Members of any Products covered by this Agreement that the Vendor has placed on backorder. Vendor's backorder notification will include:

i. the Products placed on backorder status;
ii. the expected timeline of the backorder;
iii. the reason for the stock outage was caused; and
iv. how the Vendor intends to resolve the backorder situation.

B. Substitution: If Members consents, Vendor may offer like-kind Products at the same or lower price as the out-of-stock product. If no acceptable substitution can be offered: (i) the Member may purchase the same or equivalent Product from an alternative source or open market; or (ii) the Vendor may source the Product through other mechanisms.

i. It is expected that the Vendor will be sourcing Products at the best value for the Member.

3.9 **Jurisdiction and Venue of Orders**. Upon completion of the Dispute Resolution process outlined in this Agreement, and solely with the prior written consent of MMCAP Infuse and the State of Minnesota Attorney General's Office, the Member may bring a claim, action, suit, or proceeding against Vendor. The Member's request to MMCAP Infuse to bring the claim, action, suit, or proceeding must identify the desired jurisdiction, venue, and governing law. As it

applies to purchases made by a Member, nothing in the Agreement will be construed to deprive the Member of its sovereign immunity, or of any legal requirements, prohibitions, protections, exclusions, or limitations of liability applying to this Agreement or afforded by the Member's law.

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3.10 **Returns**. Once a month, Vendor will provide ground shipping for returned medications and will provide the Member with a prepaid, preaddressed return label. Vendor will provide credit on unused oral solid medications, where permitted by law or regulation. Vendor will provide credit on both full and partial blister cards of Products. Credit is offered on full and partial cards at 100% of the actual medication acquisition cost at the time of dispensing less a $1.25 processing fee per card. Returns received by Vendor by the 15th day of each calendar month will be credited on the next invoice for that calendar month.

A. Oral solid medications returned in a sealed manufacturer's bottles will be eligible for credit.
B. Credit is issued on medications based upon the professional judgment of a Vendor pharmacist.
C. Credit will not exceed the current market value per dose of medication eligible for return.
D. The following will not be eligible for credit: controlled substances, opened partial stock medications, liquids, injectables, topicals, medications dispensed in vials or strip packaging, refrigerated products, medications not in their original sealed blister packs, medications that have not been stored under proper conditions, medications that are defaced or have been adulterated, medications that are within 4 months of expiration, medications not packed as one full unit per blister, medications that have been released to the inmate population or labeled/dispensed as keep on person. Medications that are specialty, subject to FDA REMS criteria, or limited distribution medications, medications that have been billed to a private insurance, third party, USM, ICE, 340B, or Medicaid, medications that were not originally purchased from Vendor, and inhalers.
E. Blister cards that are dispensed with half tablets or with more than one single unit per individual bubble of the blister card are not eligible for return.
F. Medications ineligible for credit will not be returned to the Member.
G. Vendor will credit non-controlled substance Products returned from a Member so long as the Member's jurisdiction permits such practice, the medication was originally dispensed by Vendor, and the manner in which the medication is returned complies with state and federal law and Vendor's return policy.

3.11 **Recalls**. Vendor will employ dedicated staff pharmacists to address manufacturer recalls, shortages, and medication backorders. When Vendor is notified of recalls, the team will immediately review Vendor's current inventory and remove items identified in the recall. Vendor will provide reports to each affected Member, identifying the patients who received recalled medications. Vendor will notify all relevant prescribers and other personnel according to pre-established protocols and procedures. Members will not incur costs for Product returns related to recalls. Vendor will follow manufacturer or wholesaler instructions for returns and credit for recalled Product.

ARTICLE IV
INVOICING AND PAYMENT

4.1 **Member Responsibility**: Each Member will be responsible for payment for Contracted Items to the Vendor and MMCAP Infuse will not be liable for any unpaid invoice of any Member. Vendor agrees to invoice the Members as established in this Agreement. All Dispensing Fees are based on Vendor being Member's preferred pharmacy provider (other than those medications sourced locally for urgent needs) for medication dispensing and pharmacy program management. If the Vendor believes the Member is not utilizing the Vendor as expected, the Vendor may require the Member to provide an explanation of lack of or decrease in utilization from the Vendor. Member will have thirty (30) days to provide a response. If the Vendor is not satisfied by the response, they can provide a line-item list of equipment to be returned by Member to the Vendor. If the Member does not return the equipment within thirty (30) days, they will be invoiced for the costs.

4.2 **Conditions of Payment**. All Contract Items provided by the Vendor under this Agreement must be performed to the satisfaction of MMCAP Infuse and the Member, and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Vendor will not receive payment for work found by MMCAP Infuse to be unsatisfactory or performed in violation of federal, state, or local law.

4.3 **Payment Method**. Vendor will accept Electronic Funds Transfer (EFT), credit card, or P-Card as a payment method and Member will initiate this process with its financial institution. Payment by credit card or purchase card will be assessed a three percent (3%) fee.

4.4 **Federal Funds**. Payments under this Agreement may be made from federal funds. The Vendor is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Vendor's failure to comply with federal requirements.

4.5 **Payment Terms**. Payment by Member to the Vendor is due thirty (30) days from the receipt of the invoice. The Vendor can assess late fees in accordance with the local statutes of the Member.

A. Hepatitis C medications are invoiced twice a month.

4.6 **Invoicing.** Vendor will submit an invoice monthly.

A. Invoice Fields: At a minimum, Vendor's invoice will contain the following fields:
   i. Member name and Vendor-assigned account number for the Member;
   ii. Invoice line number and Member's order number (Member must provide an order number at the time of order for this to appear on Vendor's invoice);

iii. Bill to and ship to address;
iv. Invoice date;
v. prescription number, patient name and identification number (if available), medication name and strength, quantity dispensed, unit price, extended price, dispensing fee, NDC number, date the prescription was dispensed, and prescriber name; and
vi. If applicable, charges related to elected Services along with description of service provided.

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B. Invoice Rounding: Vendor agrees to round down if the third digit after the decimal is four (4) or less. Vendor agrees that any rounding will occur at the Member invoice unit price.

C. Invoice Disputes: Member will notify Vendor of any known dispute with an invoice within fifteen (15) days from receipt of the invoice. If all, or a portion of the disputed invoice is found to be in error, Vendor shall issue a credit and/or adjust the original invoice to the Member appropriately and provide a corrected invoice. Where the above is prohibited by a Member state's applicable law(s), the Vendor shall comply with requirements of that state's law(s) related to disputed invoices. Vendor will make a good faith effort to resolve known disputes related to Agreement pricing within thirty (30) days of notice of the dispute. This clause will in no way be deemed a limitation on the parties, as it relates to the future auditing and/or correction of invoices. Any items not in dispute are required to be paid and are not to be withheld.
   i. In the event that applicable state law mandates set-off by a Member, such set-off rights shall be exercised only to the extent expressly set forth in the applicable statute.

4.7 **Credits and Rebills.** Vendor will process credits and rebills as notifications are received from a Member. In the case of an invoice dispute, and upon investigation by Vendor that dispute is justified, Vendor will promptly issue credits/rebills, after the Dispute Resolution process set forth in this Agreement.

A. Vendor credits are valid until they are refunded, or the account has used payment.
B. In the event of a facility closure, or other extreme event where the Member will not be making another purchase through Vendor, the Member may cash out its credit(s).
C. If directed by a Member, a credit can be transferred from one account to another account.
D. The Vendor will take all commercially reasonable steps to ensure that credits that become available close to the end of the Member's fiscal year, are activated for use by the Member no later than five (5) days before the end of the fiscal year.
E. Vendor's credit memo will contain, but is not limited to the following information:
   i. original order number and order date itemized listing of the Contract Items affected;
   ii. any new invoices associated with the credit; and
   iii. Net credit amount available to the Member.

4.8 **Price Audits and Corrections**. In the event of a pricing error that is attributable to the Vendor, Vendor agrees to process credit/rebills for the past six (6) calendar months. When a Member or MMCAP Infuse discovers an error in pricing, they will notify Vendor.

ARTICLE V
TERMINATION, CANCELLATION, AND REMEDIES

5.1 **Cancellation.** MMCAP Infuse or Vendor may cancel this Agreement any time, without cause, upon one hundred and eighty days (180) days' written notice to the other Party.

5.2 **Termination for Cause**. Either party may terminate this Agreement at any time on the basis the other party breached this Agreement. The moving party must provide written notice to the other party, which upon the receiving, the other party has thirty (30) days to cure the defects. Upon the thirty (30) days, the breaching party has not cured the defects, the moving party may terminate this Agreement after ten (10) subsequent days.

5.3 **Termination for Insufficient Funding.** MMCAP Infuse may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the Contracted Items covered here. Termination must be by written or electronic mail notice to the Vendor. MMCAP Infuse is not obligated to pay for any Contracted Items that are provided after notice and effective date of termination. However, the vendor will be entitled to payment, determined on a pro rata basis, for Contracted Items satisfactorily performed to the extent that funds are available. Minnesota will not be assessed any costs, fees, or other charges if the Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. MMCAP Infuse must provide the Vendor notice of the lack of funding within a reasonable time of MMCAP Infuse receiving that notice.

A. For orders made by a Member, Vendor agrees to the applicable statutory terms of the applicable Member if the Member fails to receive funding, or appropriations, limitations, or other expenditure authority at levels enough to pay for the Contracted Items.

5.4 **Force Majeure**. A party will not be considered in default in the performance of its obligations in the Agreement to the extent that performance of any such obligations is prevented or delayed by acts of God, war, riot, or other catastrophes beyond the reasonable control of the party. Force majeure will not apply to the extent that the act or occurrence could have been reasonably foreseen and reasonable action could have been taken to prevent the delay or failure to perform. A party claiming excuse of performance under this provision must provide the other party

prompt written notice of the failure to perform, take commercially reasonable efforts to mitigate the damages caused to all parties, and take all necessary steps to bring effective performance as soon as practicable.

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5.5 **Breach.** In the event of a breach of this Agreement, MMCAP Infuse, Members, and Vendor reserve the right to pursue any other remedy available by law. Vendors may be removed from Minnesota's vendor list; suspended; or debarred from receiving a contract for failure to comply with terms and conditions of the Agreement.

5.6 **Failure to Perform.** Upon failure to perform the following items in the time and manner as set forth herein, the following fees shall be paid by Vendor:

A. Reports. In the event that any report and/or data provided by the Vendor, pursuant to the terms of this Agreement, is not received according to schedule, contains incorrect data, incomplete data, or no data, or is more than a minor defect or causes harm to MMCAP Infuse's ability to conduct business or its governmental purpose, Vendor will pay the following to MMCAP Infuse: $50/day, until resolved. Vendor will receive notice and a fourteen (14) day grace period to provide necessary report or correct data before fees are incurred.

B. Late Administrative Fee Payments: As provided for in statute for late payments to the State of Minnesota.

C. Notices and Signatures. If the Vendor fails to provide notice or signature as provided for in this Agreement, the Vendor will pay the following to MMCAP Infuse: $200/day, until resolved.

D. Class of Trade: Reserved.

E. Adding and Removing Members. Reserved.

F. Application of Fees. The application of the amounts herein shall not excuse Vendor's performance obligations as set forth in this Agreement, nor will it waive any rights of MMCAP Infuse or Members to seek any and all available legal and equitable remedies. Vendor acknowledges that the fees set forth above are not penalties, but rather seek to make MMCAP Infuse and Members whole for any failure of performance by the Vendor, as based upon good faith estimates as agreed to by the parties.

5.7 **Dispute Resolution**. Vendor and MMCAP Infuse will handle dispute resolution for unresolved issues using the following procedure.

A. Notification. Parties shall promptly notify each other of any known dispute and work in good faith to resolve such dispute within thirty (30) days.

B. Escalation. If parties are unable to resolve the issue in a timely manner, as specified above, either MMCAP Infuse or Vendor may escalate the resolution of the issue to a higher level of management. When escalated a teleconference will be scheduled between MMCAP Infuse and the Vendor to review the dispute and develop a proposed resolution and plan of action.

C. Performance while Dispute is Pending. Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all their responsibilities under the Agreement that are not affected by the dispute. Member must pay all undisputed amounts on time and in accordance with this Agreement; they may withhold disputed amounts until there is a resolution. If the Vendor fails to continue without delay to perform its responsibilities under the Agreement, in the accomplishment of all undisputed work, any additional costs incurred by MMCAP Infuse and/or Members as a result of such failure to proceed shall be borne by the Vendor. If the Member fails to pay any invoices, Vendor shall have the right to suspend Services until such invoices are paid.

D. No Waiver. This clause shall in no way limit or waive either party's right to seek available legal or equitable remedies.

ARTICLE VI
MEMBERSHIP

6.1 **Onboard, Transition, and Implementation.** If the Vendor requires additional paperwork for Members to acquire the Contracted Items, Vendor will work with MMCAP Infuse and Members to determine the appropriate steps and schedule for an onboard and transition.

A. Orientation. When Vendor begins servicing a new Member, it will implement a competency-based training schedule and orientation program for Vendor's Pharmacists as well as any other Vendor personnel that will be involved with Member's contract management and Facility management. Prior to implementation, Vendor will have internal staff meetings to fully review Member's requirements and how they best apply to the Facility's specific needs. Virtual Orientation will be provided for free to the Member, if an on-site orientation is required, those will be provided according to terms agreed upon in ***Attachment A-2***.

B. Transition of Service. Vendor will work with the Member to design and implement a smooth transition from the Member's current pharmacy provider to the Vendor's services.

6.2 **Membership Listing**. MMCAP Infuse will provide Vendor a complete listing of the Membership. MMCAP Infuse reserves the right to add and remove Members from the Membership during the Agreement Term.

A. New Members. The Vendor must allow new Members to access the Agreement by the Onboarding Date. MMCAP Infuse will provide Vendor with online access to its Membership list, which is updated daily. MMCAP Infuse will send Vendor a monthly e-mail with instructions on how to obtain the Membership list.

B. Removing Members. Vendor must provide MMCAP Infuse written notification at least thirty (30) days prior to removing any Member, provided Vendor is made aware at least thirty (30) days in advance. If MMCAP

Infuse does not receive notification that a Member has been removed from Pricing, Vendor will honor Pricing for the Member for thirty (30) days after MMCAP Infuse receives the written notice.

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MMCAP_Infuse.Contracts@state.mn.us,
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6.3 **Membership Eligibility.** Upon request, Vendor will send an electronic eligibility list identifying which Members are receiving the Vendor's services to:

6.4 **Member Attachment**: Vendor will ensure Members are attached to the Agreement for all Contracted Item purchases made by Member. Upon request of MMCAP Infuse, Vendor must verify only the Membership has access to the Pricing and Contracted Items. Failure to do may result in immediate termination.

6.5 **Non-Solicitation of MMCAP Infuse Members**. During the term of this Agreement, unless the individual Member elects to use Vendor outside this Agreement. The separate contract or agreement the Member and Vendor enter into cannot be substantially similar to this Agreement or "Piggyback" this Agreement. Additionally, the Member cannot use MMCAP Infuse's solicitation or its overall Membership as a basis for the arrangement between Member and Vendor. The Vendor and/or Member will notify MMCAP Infuse of the arrangement in a commercially reasonably timeframe. Vendor is not prohibited from responding to a request for proposals issued by a Member that may include Products and Services covered by this Agreement. If the Vendor has a pre-existing standalone contractual relationship with a Member, this Paragraph will not apply to that scenario.

6.6 **DEA License/HIN**. Unless the Member purchases a controlled substance, the Vendor may not require that a Member have a Drug Enforcement Administration number assigned to it in order to be eligible for contracted prices. The Vendor may require a Health Industry Number from Member, which MMCAP Infuse will work with the Member to obtain.

6.7 **Product Use.** All items acquired by Members under this Agreement are purchased for consumption in traditional governmental functions and not for the purpose of competing against private enterprise.

6.8 **MPA**. In order to use this Agreement, some States will require jurisdiction-specific paperwork or contract language to establish a statewide contract for Members. These are separate from Change Orders; these are addendum to this Agreement to provide for laws specific to a State jurisdiction. If these circumstances exist, the Vendor will work with MMCAP Infuse and applicable State to prepare an MPA to set forth the additional or altered terms and conditions. An MPA must clearly apply only to the requesting State and will not affect the rights of the other States and its Members, nor will it modify, derogate, or otherwise diminish the rights and obligations set forth herein, except in regard to the applicable named State and Members located in its jurisdiction. When the specific terms are agreeable to the Vendor and the State, the MPA will be presented by MMCAP Infuse to each party for execution. No other mechanism of modifying or "attaching to" the Agreement is authorized. Vendor is not required to agree to any additional terms; however, by not agreeing to the MPA, Vendor may be precluded from doing business with that State/Member. No verbal or written instructions from State/Members, or any of their staff or officials, to change any provision of this Agreement will be accepted by Vendor without the prior written approval of MMCAP Infuse.

ARTICLE VII
AGREEMENT MANAGEMENT

7.1 **Primary Account Representative.** Vendor will assign a Primary Account Representative to MMCAP Infuse for this Agreement and must provide a minimum of seventy-two (72) hours advanced notice to MMCAP Infuse if that person is reassigned. In the event that the Primary Account Representative is unresponsive or does not meet MMCAP Infuse's needs, the Vendor will assign another Primary Account Representative upon MMCAP Infuse's request. The Primary Account Representative will be responsible for:

A. Proper maintenance and management of the Agreement, including timely execution of all amendments.
B. Timely response to all MMCAP Infuse inquiries.
C. Performance of the business review as described in *Paragraph 7.2*.
D. Personnel Changes. Vendor will provide MMCAP Infuse with written advance notice of changes to the Primary Account Representative. In the event that an employee is removed pursuant to a written request from MMCAP Infuse, the Vendor will have ten (10) business days in which to fill the role with an acceptable employee.

7.2 **Business Reviews**. Vendor will perform at least one business review with MMCAP Infuse annually. The review will be at a time and location that is mutually agreeable to Vendor and MMCAP Infuse and at a minimum address: a review of sales to members, pricing and contract terms, administrative fees and reporting, supply issues, customer issues, and any other necessary information.

ARTICLE VIII
WARRANTS, COVENANTS, AND DUTIES OF VENDOR

8.1 **Covenant of Laws**. Vendor shall comply with all state and federal laws, as applicable to each Member, in the performance of this Agreement.

8.2 **Required Licenses, Permits, and Registration.** Vendor shall have in place prior to the start of the Agreement, and must maintain for the life of the Agreement, all current licenses, permits, and registrations required by state and federal agencies. Vendor must make such documentation available upon request by MMCAP Infuse. Vendor must possess all necessary legal and regulatory qualifications, certifications, permits, and licenses when providin-

the services described in this Agreement. Vendor must comply at all times with all applicable laws and applicable agency, regulatory and certification requirements, including but not limited to HIPAA and state privacy laws which govern the Vendor's operations. Vendor must notify Member immediately if it is in receipt of notice of noncompliance with any such requirements, conditions, and standards, or if Vendor has notice or reason to believe that its status as to the foregoing will change or has changed in any respect. Member will make a good faith effort to provide assistance to the Vendor upon request, however all expenses will be borne by the Vendor, which may include reimbursement to the Member. Additionally, the Vendor:

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A. Will be licensed and in good standing with all applicable State Boards of Pharmacy;
B. Must maintain its registration with the U.S. Drug Enforcement Administration to dispense controlled substances in Schedules II–V;
C. Maintain its status as a licensed wholesaler as applicable and will provide repackaged stock medications in accordance with its status as an FDA Registered Repackager;
D. Will remain accredited by The Joint Commission, for pharmacy for the term of this Agreement;
E. Will remain accredited as a Verified-Accredited Wholesale Distributor (VAWD) by the National Association of Boards of Pharmacy (NABP); and
F. Will comply with current Health Insurance Portability and Accountability Act (HIPAA) and all applicable regulations promulgated thereunder. In accordance with HIPAA, Vendor will keep secure and private all information that may be considered Individually Identifiable Health Information (IIHI).

8.3 **FDA-Certified Drug Application.** The Vendor acknowledges that each Product has, if required by law, an FDA-certified New Drug Application, an Abbreviated New Drug Application, or a Biologics License Application on file and accepts the liability with which such application confers. The Vendor guarantees to furnish Products that have not been adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act, or any regulation of the Federal Food and Drug Administration, or as required by each Member's applicable regulatory board.

8.4 **Health Care Product Regulations**: Vendor acknowledges that each Product has, if required by law, a United States Food and Drug Administration approval or authorization on file and accepts the liability with which such application confers. Additionally, all Products should meet applicable industry standards such as but not limited to standards set by ISO or UL. The Vendor guarantees to furnish no Product under this Agreement that is adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act, or any regulation of the FDA, or as required by each member state's applicable laws, rules, or regulations.

8.5 **Debarment.** Vendor warrants and certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Member; and has not been convicted of a criminal offense related to the subject of this Agreement. Vendor further warrants that it will provide immediate written notice to MMCAP Infuse if at any time it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

A. Certification regarding debarment, suspension, ineligibility, and voluntary exclusion: Federal money will be used or may potentially be used to pay for all or part of the work under the Agreement, therefore Vendor certifies that it is in compliance with federal requirements on debarment, suspension, ineligibility and voluntary exclusion specified in the solicitation document implementing Executive Order 12549.

8.6 **Indemnification**. Pursuant to the Minnesota Constitution Article XI Section 1, MMCAP Infuse cannot indemnify the Vendor. Except for causes due to MMCAP Infuse's or Members' sole negligence, Vendor will defend and hold harmless MMCAP Infuse, including MMCAP Infuse's, Members, agents, directors, employees, attorneys, and other representatives during and after this Agreement from and against all actual and potential claims relating to loss, liability, damage, costs and expenses (including attorneys' fees and legal costs), causes of action, regulatory proceedings, suits, demands, or judgements relating to Vendor's:

A. Intentional, willful, or negligent acts or omissions;
B. Fraud and or deceit;
C. Actions that give rise to strict liability;
D. Breach of contract;
E. Breach of warranty;
F. Violations of federal, state, or local laws, orders, and/or policies;
G. Employees or subcontractors' criminal and civil claims; and/or
H. Failure to pay fees, charges, expenses, taxes, or other debts to third parties.

8.7 **Antitrust.** The Vendor hereby assigns to the State of Minnesota any and all claims for overcharges as to services provided in connection with this Agreement resulting from antitrust violations that arise under the antitrust laws of the United States and the antitrust laws of the State of Minnesota, and/or the antitrust laws of any Member unless otherwise assigned directly to that Member by Vendor with MMCAP Infuse's approval.

8.8 **Product Warranty**. Vendor warrants that all materials, supplies, services and/or equipment provider under this Agreement is fit for the purposes for which intended and conform to the requirements and specifications herein. The Vendor will provide a factory and/or manufacturer's warranty that will cover 100% of parts, labor, material, and transportation for a Contracted Item for two (2) years from the invoice date.

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ARTICLE IX
ADMINISTRATIVE FEE AND REPORTING

9.1 **Administrative Fee.** In consideration for the administrative support and other services provided by MMCAP Infuse in connection to this Agreement, the Vendor agrees to pay the Administrative Fee on all items except for:

A. Specialty and limited distribution medications
B. IV and total parental nutritional (TPN) products
C. Non-sterile medication compounds
D. Courier services
E. Medications sourced from a backup pharmacy

Vendor must provide Administrative Fee data to MMCAP Infuse within ten (10) business days after the end of each calendar month. The Administrative Fee must be paid as soon as is reasonable after the end of each calendar month, but no later than thirty (30) calendar days after the end of the calendar month. The Vendor will submit a check payable to:

Financial Management & Reporting – MMCAP Infuse
50 Sherburne Avenue, Suite 309
St. Paul, MN 55155

Vendor shall not be required to pay the Administrative Fees on tax amounts, returns, or other shipments for which Vendor did not collect payment.

9.2 **Reporting**. The Vendor must submit a monthly (1) administrative fee data report and (2) sales data report.

A. Administrative Fee Data Report: The monthly administrative fee data report must contain the fields detailed below and the sales data report requirements can be found on ***Attachment C***. All administrative fee data reports must be sent to: mmcap.infuse@state.mn.us at the end of each month, but no later than thirty (30) days after the end of the month. The Vendor will provide a dedicated person for contact related to these.

Administrative Fee Data Report fields:

i. MMCAP Infuse Assigned Authorized Wholesaler Number — If not applicable, leave blank
ii. MMCAP Infuse Assigned Vendor Number (Diamond = 4702)
iii. Direct or Indirect Purchase Indicator (I=Indirect [Emergency or back-up pharmacy services], D=Direct [Provided direct from Vendor to Member])
iv. Invoice Date (Point of Sale Date)
v. Invoice Number
vi. Member MMCAP Infuse ID Number (can be obtained from MMCAP Infuse Member Listing)
vii. MMCAP Infuse Member Name
viii. Vendor's Account Number for the MMCAP Infuse Member
ix. MMCAP Infuse Member DEA Number, if applicable
x. MMCAP Infuse Member HIN Number, if applicable
xi. MMCAP Infuse Member Address
xii. MMCAP Infuse Member City
xiii. MMCAP Infuse Member State
xiv. Product's NDC (Use all 11 digits (00076888888)) — If not applicable, leave blank
xv. Product Name (e.g., Acetaminophen with Codeine, Acticin Cream 5%, or description of contracted service)
xvi. Credit Indicator (C = credit)
xvii. Contracted Units (The number of units or services purchased on contract.)
xviii. MMCAP Infuse Contracted Unit Price (Dispensing Fee amount)
xix. Administrative Fee Decimal Percentage (The contracted administrative fee percentage for the NDC number or contracted service. Report as a decimal (e.g., 0.030))
xx. Vendor Contracted Sales (Contracted Units * Contracted Unit Price. Report in dollars)
xxi. Administrative Fee Payment Amount (Administrative Fee Decimal Percentage * Vendor Contracted Sales. Report in dollars)

B. Sales Data Usage Reports: Vendor will supply to MMCAP Infuse monthly sales data on or before the tenth (10th) day of the subsequent calendar month. The report must include Contracted Item dollar spend amount sorted in descending order and grouped by the Contracted Item category. Also, the report MUST include the information set forth on ***Attachment C***.

ARTICLE X
INTELLECTUAL PROPERTY

10.1 **MMCAP Infuse Ownership**. MMCAP Infuse owns all rights, title, and interest in MMCAP Infuse customer data, sales transaction data, DEA/HIN information (subject to third-party rights), pricing, EDI transaction data, reverse distribution data, and payment data, including copyrights and trade secrets contained therein. MMCAP Infuse grants

to Vendor an unlimited, non-revocable, nontransferable, fully paid license, for the term of this Agreement, to: (A) release state specific data to a Member's primary contact; (B) release any of the above data to product manufacturers, when necessary for the performance of this Agreement or as required by Vendor's agreements with such product manufacturers; (C) to release any of the above data to other MMCAP Infuse approved third parties, when necessary for the performance of this Agreement; (D) to provide Member purchase data to aggregators, including IQVIA and NDC Health, subject to Vendor's reasonable efforts to require such data aggregators to protect any identifiable data from discovery by another third party; and (E) to provide Member purchase data to other group purchasing organizations of which the Member is also a member, provided such data will not include MMCAP Infuse-identifiable data. Any MMCAP Infuse identifiable data provided hereunder to a third party must identify the data as MMCAP Infuse data and subject to Minnesota Statutes, Chapter 13. To the extent permitted by law, Vendor hereby agrees that in the event that MMCAP Infuse or a Member requests in writing that its purchase data be kept confidential, such data will not be provided to third party aggregators.

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10.2 **Vendor Ownership**. Vendor owns all rights, title, and interest to any aggregated data not identifiable as arising from this Agreement and any other intellectual property created for or presented to MMCAP Infuse. Vendor grants to MMCAP Infuse an unlimited, non-revocable, non-transferable, fully paid, perpetual license, to use all intellectual property created for or presented to MMCAP Infuse under this Agreement.

10.3 **Pre-Existing Intellectual Property**. MMCAP Infuse and Vendor will each retain ownership of, and all right and, title and interest in and to, their respective pre-existing intellectual property. The Vendor grants Minnesota a perpetual, irrevocable, non-exclusive, royalty free license for Vendor's pre-existing intellectual property that are incorporated in the products, materials, equipment, deliverables, or services that are purchased through the Agreement. The aforementioned license is solely for use by Members, and their agents related to an internal business or governmental purposes.

10.4 **Vendor Obligations**. The Vendor must perform all acts and take all steps necessary to ensure that all intellectual property rights created for MMCAP Infuse or Member are the sole property of MMCAP Infuse or Member, and that neither Vendor nor its employees, agents, or subcontractors retain any interest in and to the works and documents. The Vendor represents and warrants that the works and documents do not and will not infringe upon any intellectual property rights of other persons or entities.

10.5 **Intellectual Property Indemnification**. The Vendor will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless MMCAP Infuse, at the Vendor's expense, from any action or claim brought against MMCAP Infuse to the extent that it is based on a claim of an infringement upon the intellectual property rights of others. The Vendor will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Vendor's or MMCAP Infuse's opinion is likely to arise, the Vendor must, at MMCAP Infuse's discretion, either procure for MMCAP Infuse the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing works or documents as necessary and appropriate to obviate the infringement claim. This remedy of MMCAP Infuse will be in addition to and not exclusive of other remedies provided by law.

10.6 **Publicity and Endorsement**. Any publicity regarding the subject matter of this Agreement must identify MMCAP Infuse as a sponsoring or endorsing agency and must not be released without prior written approval from MMCAP Infuse. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Agreement.

A. Marketing. Any direct advertising, marketing, or direct offers with Members must be approved by MMCAP Infuse. Violation of this may be cause for immediate cancellation of this Agreement and/or MMCAP Infuse may reject any proposal submitted by the Vendor in any subsequent solicitations for awards.

B. Endorsement. The Vendor must not claim that MMCAP Infuse, the State of Minnesota, or any Member State endorses its products or services.

ARTICLE XI
INSURANCE

11.1 **Notice**. The Vendor is required to submit Certificates of Insurance acceptable to MMCAP Infuse as evidence of insurance coverage requirements prior to commencing work under the Agreement. Vendor will not commence work under the Agreement until they have obtained all the insurance described below and MMCAP Infuse has approved such insurance. Vendor shall maintain such insurance in force and effect throughout the term of the Agreement. The failure of MMCAP Infuse to obtain a Certificate of Insurance, for the policies required under this Agreement or renewals thereof, or failure of the insurance company to notify MMCAP Infuse of the cancellation of policies required under this Agreement shall not constitute a waiver by MMCAP Infuse to the Vendor to provide such insurance. MMCAP Infuse reserves the right to immediately terminate the Agreement if the Vendor is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against the Vendor. All insurance policies must be open to inspection by MMCAP Infuse and copies of policies must be submitted to MMCAP Infuse.

The Vendor's insurance company(ies) waives its right to assert the immunity of the State as a defense to any claims made under said insurance.

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11.2 **Additional Insurance Conditions.**

A. Vendor's policy(ies) shall be primary insurance to any other valid and collectible insurance available to MMCAP Infuse with respect to any claim arising out of Vendor's performance under this Agreement;

B. If Vendor receives a cancellation notice from an insurance carrier affording coverage herein, Vendor agrees to notify MMCAP Infuse within five (5) business days with a copy of the cancellation notice, unless Vendor's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to MMCAP Infuse;

C. Vendor is responsible for payment of Agreement related insurance premiums and deductibles;

D. If Vendor is self-insured, a Certificate of Self-Insurance must be attached;

E. Vendor's policy(ies) shall include legal defense fees in addition to its liability policy limits;

F. Vendor's insurance companies must either (1) have an AM Best rating of A- (minus) and a Financial Size Category of VII or better, and be authorized to do business in the State of Minnesota or (2) be domiciled in the State of Minnesota and have a Certificate of Authority/Compliance from the Minnesota Department of Commerce if they are not rated by AM Best; and

G. An Umbrella or Excess Liability insurance policy may be used to supplement the Vendor's policy limits to satisfy the full policy limits required by the Agreement.

11.3 **Coverage**. Vendor is required to maintain and furnish satisfactory evidence of the following insurance policies:

A. Workers' Compensation Insurance: Except as provided below, Vendor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Vendor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota, including Coverage B, Employer's Liability. Insurance minimum limits are as follows:

i. $100,000 – Bodily Injury by Disease per employee
ii. $500,000 – Bodily Injury by Disease aggregate
iii. $100,000 – Bodily Injury by Accident

If Minnesota Statute 176.041 exempts Vendor from Workers' Compensation insurance or if the Vendor has no employees in the State of Minnesota, Vendor must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes Vendor from the Minnesota Workers' Compensation requirements. If during the course of the Agreement the Vendor becomes eligible for Workers' Compensation statutory requirements, the Vendor must comply with the Workers' Compensation Insurance requirements herein and provide MMCAP Infuse with a certificate of insurance.

B. Commercial General Liability Insurance: Vendor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the Agreement whether the operations are by the Vendor or by a subcontractor or by anyone directly or indirectly employed by the Vendor under the Agreement. Insurance minimum limits are as follows:

i. $5,000,000 – per occurrence
ii. $5,000,000 – annual aggregate
iii. $5,000,000 – annual aggregate – Products/Completed Operations
iv. The following coverages shall be included:
    a. Premises and Operations Bodily Injury and Property Damage
    b. Personal and Advertising Injury
    c. Blanket Contractual Liability
    d. Products and Completed Operations Liability
    e. MMCAP Infuse named as an Additional Insured, to the extent permitted by law

C. Network Security and Privacy Liability Insurance, Including Ransomware (or equivalent): Vendor will maintain insurance to cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data including but not limited to confidential or private information, transmission of a computer virus or denial of service. Insurance minimum limits are as follows:

i. $2,000,000 – per occurrence
ii. $2,000,000 – annual aggregate

D. Professional/ Technical, Errors and Omissions, and or Miscellaneous Liability Insurance: This policy will provide coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to the Vendor's services required under the Agreement. Insurance minimum limits are as follows:

i. $2,000,000 – per occurrence
ii. $2,000,000 – annual aggregate

ARTICLE XII
GENERAL TERMS

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12.1 **Notices**. If one party is required to provide legal notice or notice under the terms of the Agreement to the other, such notice will be in writing and will be effective upon dispatch. Delivery shall be by certified United States mail, or by email or facsimile transmission provided the receipt of the transmission is confirmed by the receiving party. Either party must notify the other of a change in address for notification purposes.

12.2 **Rebates**. For all Products purchased by the Vendor on the Member's behalf, the Vendor will be the party that will claim and receive any applicable rebates and other benefits associated with those Products.

A. Exception: If the Product was acquired by the Vendor using MMCAP Infuse contract pricing from other vendors or sources, then MMCAP Infuse would be the party to receive any applicable rebates and benefits.

12.3 **Audits**. Under Minn. Stat. § 16C.05, subd. 5, the Vendor's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the Minnesota, MMCAP Infuse, and/or the Minnesota Auditor or Legislative Auditor, as appropriate, for a minimum of six (6) years from the end of this Agreement. This clause extends to the Membership as it relates to business conducted with and sales a Member.

A. Invoice and Pricing Audit. MMCAP Infuse and Members served by this Agreement may periodically audit validity of invoice pricing. Such audits may be conducted only during ordinary business hours and upon reasonable notice and at reasonable intervals.

B. Costs. Vendor, MMCAP Infuse, and Members shall each be responsible for its own costs associated with any audit, including costs related to the production of records and/or other documents requested by the other party.

12.4 **Assignment**. The Vendor may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of MMCAP Infuse and a fully executed assignment agreement.

12.5 **Amendments**. Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved this Agreement, or their successors in office.

12.6 **Order of Precedence**. Vendor agrees that applicable federal and state law will supersede this Agreement, however this Agreement will take precedence over all other the terms, covenants, conditions, commitments, stipulations, Order Forms, website use of terms, Offer Letters, and other legal documents MMCAP Infuse, Vendor, and/or Member may use in the performance of this Agreement. If the provisions of this Agreement are inconsistent, or are modified, diminished, or derogated with any of the terms and provisions of the aforementioned legal documents in this Paragraph, this Agreement will supersede and govern. MMCAP Infuse does not agree to or bound by any additional terms and conditions between the Vendor and Member.

12.7 **Counterparts and Electronic Signature**. The Agreement cannot be executed in counterparts and will not be enforceable until MMCAP Infuse has obtained all required signatures. If requested by MMCAP Infuse and Vendor expressly agree to conduct transactions under the Agreement by electronic means (including, without limitation, with respect to execution, delivery, storage, and transfer of this Agreement by electronic means and to the enforceability of this electronic agreement). MMCAP Infuse will be deemed to have control of the authoritative copy for the electronic transferable record, in each case regardless of whether applicable law recognizes electronic transferable records or control of electronic transferable records and regardless of whether this Agreement is an electronic record or transferable record.

12.8 **Severability**. If any provision of the Agreement, including items incorporated by reference, is found to be illegal, unenforceable, or void, then both MMCAP Infuse and the Vendor will be relieved of all obligations arising under such provisions. If the remainder of the Agreement is capable of performance, it will not be affected by such declaration or finding and will be fully performed.

12.9 **Waiver**. If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.

12.10 **Governing Law, Jurisdiction, and Venue**. Minnesota law, without regard to its choice-of-law provisions, governs this Agreement. Venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

[End, Signature Page Follows]

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VENDOR: Diamond Drugs, Inc.

The Vendor certified that the appropriate person(s) have executed this Agreement on behalf of the Vendor as required and by applicable articles, bylaws, resolutions or ordinances.

Name: Mark Zilner
Signature: Mark Zilner
DocuSigned by: 8063C8823C9E4A6...
Title: [illegible]
Date: 12/16/2022

STATE OF MINNESOTA FOR MMCAP INFUSE

In accordance with Minn. Stat. § 16C.03, subd. 3

Name: Brandon Sis
Signature: Brandon Sis
DocuSigned by: 7DEB89B34EBE41C...
Date: 12/16/2022

COMMISSIONER OF ADMINISTRATION

In accordance with Minn. Stat. § 16C.05, subd. 2

Name: Renata Vaschevici
Signature: Renata Vaschevici
DocuSigned by: 69ABFC827DA744F...
Date: [illegible]22

[Signature Page]

ATTACHMENT A

Contracted Items and Pricing

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DISPENSING FEES:

Non-Department of Corrections Member Correctional Facilities Including State Jails and Other Detention Facilities Not Part of a Statewide DOC (Non-DOC)

If ADP is between:	Each prescription and stock piece will have a not-to-exceed dispensing fee of:
1 and 249	$4.75
250 and 499	$4.25
500 and 1499	$3.75
1500 and 4999	$3.25
5000 and up	$2.75

State Department of Corrections (DOC) Member Correctional Facilities

If ADP is between:	Each prescription and stock piece will have a not-to-exceed dispensing fee of:
1 and 2,500	$3.25
2,501 and 5,000	$3.00
5,001 and 14,000	$2.85
14,001 and 25,000	$2.75
25,001 and higher	$2.65

SPECIALITY AND LIMITED DISTRIBUTION:	AAC + $250.00 per prescription
IV MEDICATIONS:	AWP per ingredient[1] + $10.00 per bag
TPN:	AAC per ingredient + $75.00 per bag.
NON-STERILE COMPOUND MEDICATIONS:	AAC + Labor[2] + $25.00 per compound.

Long Term Care and Assisted Living Facilities (LTC)

Change orders are required for LTC facilities due to the variability of billing arrangements.

[1] Average Wholesale Price Per Medi-Span®
[2] Labor costs set forth on ***Attachment A-2***

ATTACHMENT A-2

Labor Costs

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Most current version:
https://members.infuse-it.com/downloads/login

1.	**General Pharmacist Consulting**	Free for video/remote; $100/hour + travel costs for in-person
2.	**General Nurse Consulting**	Free for video/remote; $25/hour + travel costs for in person
3.	**Alternative Treatment Recommendations**	Not to exceed $350/per month/per Facility
4.	**Individual Care Plans**	Not to exceed $150/per patient
5.	**Video Consolation for complex/high acuity patients**	$125/hour; 1 hour minimum
6.	**Non-sterile compounding labor**	$1 per minute of time spent making that compound

ATTACHMENT A-3
Support Pricing

Accurate as of Dec. 22, 2022
Most current version:
https://members.infuse-mn.gov/user/login

1.	Non-Formulary Alternative Treatment Recommendations:	$350/month/per Facility Code

Sapphire EHR

1.	Setup Fee:	Not to exceed $50,000
2.	Conversion of Paper forms to Sapphire (after 50):	$500 per form
3.	Set up Training:	$3,000 per week + travel expenses
4.	Monthly Fee for Licensing/Support:	$4.50/per inmate per month (PIPM)
5.	Monthly Fee for Cloud Services:	$0.85 PIPM
6.	Software Integrations/Customizations:	$150 per/hour

The pricing quoted in this Attachment is the not-to-exceed price for any Member. Vendor reserves the right and may be willing to negotiate rates below those presented and detailed above to offer Members the best rate available based on the needed model to meet their needs.

ATTACHMENT A-4
Equipment Pricing

Accurate as of Dec. 29, 2022
Most current version:
https://members.infuse-mn.gov/user/login

1. Oxygen Concentrators: $75.00/month
2. E-Tanks: $20.00/refill
3. RX Destroyer: AAC + Dispensing Fee

EnviroClean Air Purification System

Type	Not to Exceed Price
Hextio	[redacted]
VK401	[redacted]
VK103	[redacted]
VK102	[redacted]
VK Medi	[redacted]

Hextio	VK401	VK103	VK102	VK Medi
Hextio is ideal for receptionist desks and small office spaces.	VK 401 is ideal for small commercial spaces, offices, and your home.	VK 103 is best for large communal areas and open-plan indoor spaces.	VK 102 is best for environments where keeping rooms clean and disinfected is essential.	VK Medi is ideal for high-traffic areas where indoor air safety is non-negotiable. The VK Medi provides exceptional air decontamination performance.

The pricing quoted in this Attachment is the not-to-exceed price for any Member. Vendor reserves the right and may be willing to negotiate rates below those presented and detailed above to offer Members the best rate available based on the needed model to meet their needs.

ATTACHMENT B

Required Member Onboarding

Accurate as of Dec. 22, 2022
Most current version:
https://members.infuse-mn.gov/user/login

Reserved for Future Use

ATTACHMENT C
Reporting Requirements

Accurate as of Dec. 22, 2022
Most current version:
https://members.infuse-mn.gov/user/login

EXCEL COLUMN	COLUMN HEADER	EXTENDED DATA FIELD NAME	HOW APPLIED TO MMS2200730
A	MMCAP_ID	MMCAP Infuse- assigned Member ID	Member ID number which MMCAP Infuse assigns the bill-to facility. If the ship-to location is not on the roster, MMCAP will assist in finding an appropriate entry.
B	MMCAP_Name	MMCAP Infuse Member Name	Name of facility to whom product is sent (vendor-defined).
C	DistributionCenter	Vendor Distribution Center Code	Vendor's code for the location where the product is loaded for shipment (e.g., 001 - Vendor's Primary Location, 002 - Backup Pharmacy, etc.)
D	VendAccountNo	Vendor-assigned Account Number for MMCAP Infuse Member	Vendor's account number for ship-to facility.
E	InvoiceNumber	Invoice Number	Vendor's invoice number to member.
F	InvoiceLineNo	Invoice Line Number	Unique identifier for each item billed.
G	poNumber	Purchase Order Number	A unique number that is generated when an order is placed (prescription number).
H	InvoiceDate	Invoice Date (MM/DD/YYYY)	The sales date on which product was invoiced (dispensed).
I	BuyerName	Buyer Name/ Buyer ID	If available, include the name/buyer id of the person submitting the invoice (may be left blank).
J	SKU	SKU/ Item Number	Vendor code used for item inventory (Rx, Specialty, or other identifier to designate the fee structure applicable).
K	NDC	NDC	NDC or NDC-like substitute of purchased product as stored in First DataBank, Inc (11-digits with leading zeros).
L	LabelName	Label Name/ Product Description	The name or product description of item.
M	UD	Unit Dose	The amount of medication administered for a dose (may be left blank for non-pharma lines).
N	Pack_Size	Pack Size	Package quantity per unit sold.
O	Unit	Unit	Package unit such as EA (each), CS (case), etc.
P	Case_Size	Case Size	Packaging of the item in a case.
Q	D	Dose	If applicable but required for pharmaceutical products. Ex: tablets/ capsule/ vial/ liquid
R	STR	Strength	If applicable but required for pharmaceutical products. Ex: Adult aspirin may be 325MG, but children's aspirin may be 81MG.
S	RT	Route	If applicable but required for pharmaceutical products. Ex: Oral/ Injection
T	UnitPrice	Unit Price (99999.9999)	Per tablet/ml price (4 decimal places) of just the medication component.
U	QuantityOrdered	Quantity Ordered (99999.9999)	Amount of product purchased. This amount will likely match the shipped quantity; Number of dispensing fees assessed
V	QuantityShipped	Quantity Shipped (99999.9999)	Amount of product sent.
W	ExtendedPrice	Extended Price (99999.9999)	The total cost of the sales transaction. Usually, Unit Price multiplied by Quantity Shipped plus the Service fee (dispensing fee).
X	SaleType	Type of Transaction	Indicator of whether a purchased item is on contract: 1= Contract item 2= Other contract (340B, PHS) 3= Not on contract (not likely to be used)
Y	BillToAddress1	Bill to Address 1	Street address where the sales bill was sent.
Z	BillToCity	Bill to City	City where the sales bill was sent.
AA	BillToState	Bill to State	Use the 2 alpha postal code of the state where the sales bill was sent.
AB	BillToZip	Bill to Zip	Use the standard 5-4 format, no dash necessary for the zip code to where the sales bill was sent.

Accurate as of Dec 22, 2022
Most current version at
https://members.infuse.mmcap.com/user/login

AC	ShipToAddress1	Ship to Address 1	Street address where the purchased item was sent.
AD	ShipToCity	Ship to City	City where the purchased item was sent.
AE	ShipToState	Ship to State	Use the 2 alpha postal code of the state where the purchased item was sent.
AF	ShipToZip	Ship to Zip	Use the standard 5-4 format, no dash necessary for the zip code to where the purchased item was sent.
AG	ServiceFee	Service Fee	Amount of dispensing fee charged on the script. Report zero values as zero and not blank.
AH	ContractNumber	MMCAP Infuse Contract Number	The contract under which the sales transaction was conducted. (Hardcode to MMS2200730)
AI	AdminFee	Admin Fee	Fee charge to pay MMCAP Infuse as contracted items are sold. Calculated field: Service Fee * 3%. Report as zero for lines that do not have an Admin fee associated.
AJ	CreditIndicator	Credit Indicator	Indicator of a refund item: C= Credit [columns U, V and W would also have negative values]
AK	WholeCode	MMCAP Infuse Assigned Wholesaler Code	Use assigned vendor code 4702
AL	MfgName	Manufacture Name	Name of company who made the item.
AM	ClassOfTrade	Class of Trade	May leave blank
AN	OriginalOrderDate	Original Order Date (MM/DD/YYYY)	Date order was placed or transmitted to Vendor.
AO	340b	340B Purchase	Indicator of purchase under the federal 340B Drug Pricing Program, which provides access to reduced price prescription drugs to healthcare facilities certified by the US Department of Health and Human Services 1 = Yes 0 = No
AP	Category	Category	A group description to categorize products. Ex: oral supplements, thickeners, pediatric nutritionals
AQ	MfgPartNumb	Manufacture Part Number	The item number used by manufacturer for inventory management.
AR	ListPrice	List Price	The catalog price of the product.
AS	UNSPSC	UNSPSC Code	The United Nations Standard Products and Services Code (UNSPSC) is an 8-digit alpha numeric code standard for classifying goods and services without referring to any suppliers codes and descriptions.
AT	UNSPSCDesc	UNSPSC Description	Description of the product group base on the UNSPSC Code.
AU	GLN	GLN	A unique number to identify the physical and functional location of a company.
AV	GTIN	GTIN	A unique and internationally recognized product identifier.

ATTACHMENT D

Minnesota Statutory Procurement Language

Accurate as of Dec. 22, 2022
Most current version:
https://members.infuse-mn.gov/user/login

1. **Government Data Practices.** Parties to this Agreement must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 (**Data Practices Act**), as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minn. Stat. Ch. 13, by either the Vendor or MMCAP Infuse.
   A. Notification. If the Vendor receives a request to release the data referred to in statute, the Vendor must immediately notify and consult with MMCAP Infuse as to how the Vendor should respond to the request.
   B. Indemnification. Vendor agrees to indemnify, save, and hold Minnesota, its agent and employees, harmless from all claims arising out of, resulting from, or in any manner attributable to any violation of any provision of the Data Practices Act, including legal fees and disbursements paid or incurred to enforce this provision of the Agreement.
   C. Release of MMCAP Infuse Data. Except as may be required by Data Practices Act, Vendor will not release to any third party any MMCAP Infuse customer data, sales transaction data, DEA/HIN information, contract pricing, EDI transaction data, reverse distribution data, or payment data.
2. **Data Disclosure.** Under Minn. Stat. § 270C.65, subd. 3 and other applicable law, the Vendor consents to disclosure of its social security number, federal employer tax identification number, and Minnesota tax identification number, already provided to the MMCAP Infuse, to federal and state agencies, and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state laws which could result in action requiring the Vendor to file state tax returns, pay delinquent state tax liabilities, if any, or pay other state liabilities.
3. **Non-discrimination**. The Vendor will comply with the provisions of Minn. Stat. § 181.59.
4. **Affirmative Action Requirements**.
   A. Covered contracts and vendors. If the Agreement exceeds $100,000 and the Vendor employed more than forty (40) full-time employees on a single working day during the previous twelve (12) months in Minnesota or in the state where it has its principal place of business, then the Vendor must comply with the requirements of Minn. Stat. § 363A.36 and Minn. R. 5000.3400-5000.3600.
   B. Minn. R. 5000.3400-5000.3600.
      i. General. Minn. R. 5000.3400-5000.3600 implements Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a Vendor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. 5000.3400-5000.3600 including, but not limited to, Minn. R. 5000.3420-5000.3500 and 5000.3552-5000.3559.
      ii. Disabled Workers. The Vendor must comply with the following affirmative action requirements for disabled workers.
         a. The Vendor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Vendor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
         b. The Vendor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
         c. In the event of the Vendor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. § 363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
         d. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Commissioner. Such notices must state the Vendor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.
         e. The Vendor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Vendor is bound by the terms of Minn. Stat. § 363A.36, of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.

iii. Consequences. The consequences for the Vendor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the Commissioner, refusal by the Commissioner to approve subsequent plans, and termination of all or part of this Agreement by the Commissioner or Minnesota.

Accurate as of Dec. 22, 2022
Most current version:
https://members.infuse-mn.gov/user/login

iv. Certification. The Vendor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36 and Minn. R. 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

5. **E-Verify certification (In accordance with Minn. Stat. § 16C.075)**. For services valued in excess of $50,000, Vendor certifies that as of the date of services performed on behalf of Minnesota, Vendor and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify Program for all newly hired employees in the United States who will perform work on behalf of Minnesota. Vendor is responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at http://www.mmd.admin.state.mn.us/doc/EverifySubCertForm.doc. All subcontractor certifications must be kept on file with Vendor and made available to Minnesota upon request.
6. **Certification of Nondiscrimination (In accordance with Minn. Stat. § 16C.053)**. The following term applies to any contract for which the value, including all extensions, is $50,000 or more: Vendor certifies it does not engage in and has no present plans to engage in discrimination against Israel, or against persons or entities doing business in Israel, when making decisions related to the operation of the Vendor's business. For purposes of this section, "discrimination" includes but is not limited to engaging in refusals to deal, terminating business activities, or other actions that are intended to limit commercial relations with Israel, or persons or entities doing business in Israel, when such actions are taken in a manner that in any way discriminates on the basis of nationality or national origin and is not based on a valid business reason.
7. **Contingency Fees Prohibited**. Pursuant to Minn. Statute § 10A.06, no person may act as or employ a lobbyist for compensation that is dependent upon the result or outcome of any legislation or administrative action.
8. **Diverse Spend Reporting**. If the total value of this Agreement may exceed $500,000 in Minnesota, including all extension options, the Vendor must track and report, on a quarterly basis, the amount paid to diverse businesses both: (A) directly to subcontractors performing under the Agreement, and (B) indirectly to diverse businesses that provide supplies/services to your company (in proportion to the revenue from this Agreement compared to your company's overall revenue). When this applies, you will be set up in a free portal to help report the Tier 2 diverse spend, and the requirement continues as long as the Agreement is in effect.
9. **Retainage for Minnesota Government Units**. Under Minn. Stat. § 16C.08, subd. 2 (10), no more than ninety percent (90%) of the amount due under this Agreement may be paid until the final product of this Agreement has been reviewed by a Minnesota agency head. The balance due will be paid when the Minnesota agency head determines that the Vendor has satisfactorily fulfilled all the terms of this Agreement.
10. **Payment to Subcontractors.** To the extent applicable, the Vendor must pay all subcontractors in accordance with Minn. Stat. § 16A.1245.

Agenda Item No: 12.C

STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** January 5, 2023

Staff Contact: Carol Akers, Purchasing and Contracts Administrator and Nicki Aaker, Health and Human Services Director

Agenda Title: For Possible Action: Discussion and possible action regarding proposed Contract No. 23300219 with American Exchange to provide billing services for the Carson City Department of Health and Human Services ("CCHHS"), at a rate of 7 percent of net collections per month plus the cost of US postage for mailing patients statements and/or paper claims, effective January 5, 2023, through December 31, 2023, with the option to renew for four additional one-year terms. (Carol Akers, cakers@carson.org and Nicki Aaker naaker@carson.org)

Staff Summary: CCHHS desires to minimize its direct involvement with public health billing while maintaining the highest level of customer service and maximizing collections and timely and accurate reporting. The contract is to be funded by the Clinical Services, State Vaccine, Private Vaccine and Community Vaccine Outreach accounts.

Agenda Action: Formal Action / Motion **Time Requested:** Consent

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Proposed Motion
I move to approve the contract as presented.

Board's Strategic Goal
Efficient Government

Previous Action
None

Background/Issues & Analysis
CCHHS is seeking to replace its previous billing services provider, STAT Medical Consulting, Inc., who, on August 23, 2022, notified CCHHS of their intent to exercise the right to terminate Contract No. 1819-127 for billing services with CCHHS, without cause, due to difficulty in hiring and maintaining staffing levels within the company. The contract with STAT Medical was for 6.86 percent of net collections.

A formal Request for Proposal was published in the Reno Gazette Journal and on Carson City's website on September 30, 2022, and proposals were accepted through 2:00 p.m. on October 11, 2022. Two proposals were received, and the Review and Selection Committee selected American Exchange to recommend to the Board.

American Exchange was selected above the other firm based on its relevant experience and knowledge of billing for public health departments. American Exchange services facilities with similar requirements and volume of claims and has familiarity with programs already in use, such as the electronic medical record.

American Exchange also provides a team of qualified staff and a staffing structure to appropriately support the needs of CCHHS.

The fees and postage expenses are funded through revenues received from the various services provided.

Applicable Statute, Code, Policy, Rule or Regulation
NRS Chapter 332

Financial Information
Is there a fiscal impact? Yes

If yes, account name/number: Grant Fund: Clinical Services G680020002, 2756800-501225 Supplies; State Vaccine G680020003, 2756800-501225 Supplies; Private Vaccine G680020004, 2756800-501225 Supplies; Community Vaccine Outreach Private G680020027, 2756800-501225 Supplies; and Community Vaccine Outreach State G680020027, 2756800-501225 Other

Is it currently budgeted? Yes

Explanation of Fiscal Impact: If approved, the above identified grant numbers and expense accounts will be decreased by 7 percent of the net amount collected plus the cost of postage. The budget set for the services is $50,000.

Alternatives
Do not approve contract and/or provide alternative direction to staff.

Attachments:
23300219 Draft Contract.pdf

Board Action Taken:

Motion: _____	1) _____	Aye/Nay
	2) _____	_____
		_____
		_____
		_____
		_____

_____
(Vote Recorded By)

INDEPENDENT CONTRACTOR AGREEMENT
Contract No. 23300219
Title: Billing Services for Carson City Health and Human Services

THIS CONTRACT is made and entered into this _____ day of _____, 2023, by and between Carson City, a consolidated municipality, a political subdivision of the State of Nevada, hereinafter referred to as **"CITY"**, and American Exchange, hereinafter referred to as **"CONTRACTOR".**

WITNESSETH:

WHEREAS, the Purchasing and Contracts Administrator for **CITY** is authorized pursuant to Nevada Revised Statutes (hereinafter referred to as "NRS") 332 and Carson City Purchasing Resolution #1990-R71, to approve and accept this Contract as set forth in and by the following provisions; and

WHEREAS, **CONTRACTOR'S** compensation under this agreement (does __) (does not __X__) utilize in whole or in part money derived from one or more federal grant funding source(s); and

WHEREAS, it is deemed necessary that the services of **CONTRACTOR** for **CONTRACT No. 23300219 (**hereinafter referred to as "Contract") are both necessary and in the best interest of **CITY**; and

NOW, THEREFORE, in consideration of the aforesaid premises, and the following terms, conditions and other valuable consideration, the parties mutually agree as follows:

1. REQUIRED APPROVAL:

This Contract shall not become effective until and unless approved by the Carson City Board of Supervisors.

2. SCOPE OF WORK (Incorporated Contract Documents):

2.1 **CONTRACTOR** shall provide and perform the following services set forth in **Exhibit A and Exhibit B,** which shall all be attached hereto and incorporated herein by reference for and on behalf of **CITY** and hereinafter referred to as the "SERVICES".

2.2 **CONTRACTOR** represents that it is duly licensed by **CITY** for the purposes of performing the SERVICES.

2.3 **CONTRACTOR** represents that it is duly qualified and licensed in the State of Nevada for the purposes of performing the SERVICES.

2.4 **CONTRACTOR** represents that it and/or the persons it may employ possess all skills and training necessary to perform the SERVICES described herein and required hereunder. **CONTRACTOR** shall perform the SERVICES faithfully, diligently, in a timely and professional manner, to the best of its ability, and in such a manner as is customarily performed by a person who is in the business of providing such services in similar circumstances. **CONTRACTOR** shall be responsible for the professional quality and technical accuracy of all SERVICES furnished by **CONTRACTOR** to **CITY**.

For P&C Use Only	
CCBL expires	_____
GL expires	_____
AL expires	_____
WC expires	_____
PL expires	_____

2.5 **CONTRACTOR** represents that neither the execution of this Contract nor the rendering of services by **CONTRACTOR** hereunder will violate the provisions of or constitute a default under any other contract or agreement to which **CONTRACTOR** is a party or by which **CONTRACTOR** is bound, or which would preclude **CONTRACTOR** from performing the SERVICES required of **CONTRACTOR** hereunder, or which would impose any liability or obligation upon **CITY** for accepting such SERVICES.

2.6 Before commencing with the performance of any SERVICES under this Contract, **CONTRACTOR** shall obtain all necessary permits and licenses as may be necessary. Before and during the progress of work under this Contract, **CONTRACTOR** shall give all notice and comply with all the laws, ordinances, rules and regulations of every kind and nature now or hereafter in effect promulgated by any Federal, State, County, or other Governmental Authority, relating to the performance of work under this Contract. If **CONTRACTOR** performs any work that is contrary to any such law, ordinance, rule or regulation, it shall bear all the costs arising therefrom.

2.7 It is expressly understood and agreed that all SERVICES done by **CONTRACTOR** shall be subject to inspection and acceptance by **CITY** and approval of SERVICES shall not forfeit the right of **CITY** to require correction, and nothing contained herein shall relieve **CONTRACTOR** of the responsibility of the SERVICES required under the terms of this Contract until all SERVICES have been completed and accepted by **CITY**.

3. CONTRACT TERM:

3.1 This Contract shall be effective from January 5, 2023, subject to Carson City Board of Supervisors' approval (anticipated to be January 5, 2023) to December 31, 2023, with the options to renew for four additional one-year periods, unless sooner terminated by either party as specified in **Section 7** (CONTRACT TERMINATION).

4. NOTICE:

4.1 Except any applicable bid and award process where notices may be limited to postings by **CITY** on its Bid Opportunities website (www.carson.org), all notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by e-mail, by regular mail, by telephonic facsimile with simultaneous regular mail, or by certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified below.

4.2 Notice to **CONTRACTOR** shall be addressed to:

Andrew Hetzler, CEO
American Exchange
605 Chestnut St., Suite 1210
Chattanooga, TN 37450
423-567-1075
Andrew.hetzler@amerianexchange.com

4.3 Notice to **CITY** shall be addressed to:

Carson City Purchasing and Contracts Department
Carol Akers, Purchasing & Contracts Administrator
201 North Carson Street, Suite 2
Carson City, NV 89701
775-283-7362 / FAX 775-887-2286
CAkers@carson.org

5. COMPENSATION:

5.1 The parties agree that **CONTRACTOR** will provide the SERVICES specified in **Section 2** (SCOPE OF WORK) and **CITY** agrees to pay **CONTRACTOR** the Contract's compensation based upon 7% of net collections per month, plus the cost of US postage for mailing patient statements and/or paper claims.

5.2 Contract Sum represents full and adequate compensation for the completed SERVICES, and includes the furnishing of all materials; all labor, equipment, tools, and appliances; and all expenses, direct or indirect, connected with the proper execution of the SERVICES.

5.3 **CITY** does not agree to reimburse **CONTRACTOR** for expenses unless otherwise specified.

6. TIMELINESS OF BILLING SUBMISSION:

6.1 The parties agree that timeliness of billing is of the essence to this Contract and recognize that **CITY** is on a fiscal year which is defined as the period beginning July 1 and ending June 30 of the following year. All billings for dates of service prior to July 1 must be submitted to **CITY** no later than the first Friday in August of the same year. A billing submitted after the first Friday in August will subject **CONTRACTOR** to an administrative fee not to exceed $100.00. The parties hereby agree this is a reasonable estimate of the additional costs to **CITY** of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to **CONTRACTOR**.

7. CONTRACT TERMINATION:

7.1 Termination Without Cause:

7.1.1 Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated upon written notice by mutual consent of both parties or unilaterally by either party without cause.

7.1.2 **CITY** reserves the right to terminate this Contract for convenience whenever it considers termination, in its sole and unfettered discretion, to be in the public interest. In the event that the Contract is terminated in this manner, payment will be made for SERVICES actually completed. If termination occurs under this provision, in no event shall **CONTRACTOR** be entitled to anticipated profits on items of SERVICES not performed as of the effective date of the termination or compensation for any other item, including but not limited to, unabsorbed overhead. **CONTRACTOR** shall require that all subcontracts which it enters related to this Contract likewise contain a termination for convenience clause which precludes the ability of any subcontractor to make claims against **CONTRACTOR** for damages due to breach of contract, lost profit on items of SERVICES not performed, or unabsorbed overhead, in the event of a convenience termination.

7.2 Termination for Nonappropriation:

7.2.1 All payments and SERVICES provided under this Contract are contingent upon the availability of the necessary public funding, which may include various internal and external sources. In the event that Carson City does not acquire and appropriate the funding necessary to perform in accordance with the terms of the Contract, the Contract shall automatically terminate upon **CITY'S** notice to **CONTRACTOR** of such nonappropriation, and no claim or cause of action may be based upon any such nonappropriation.

7.3 Cause Termination for Default or Breach:

7.3.1 A default or breach may be declared with or without termination.

7.3.2 This Contract may be terminated by either party upon written notice of default or breach to the other party as follows:

7.3.2.1 If **CONTRACTOR** fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or any SERVICES called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or

7.3.2.2 If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by **CONTRACTOR** to provide the goods or SERVICES or any services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

7.3.2.3 If **CONTRACTOR** becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or

7.3.2.4 If **CITY** materially breaches any material duty under this Contract and any such breach impairs **CONTRACTOR'S** ability to perform; or

7.3.2.5 If it is found by **CITY** that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by **CONTRACTOR**, or any agent or representative of **CONTRACTOR**, to any officer or employee of **CITY** with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or

7.3.2.6 If it is found by **CITY** that **CONTRACTOR** has failed to disclose any material conflict of interest relative to the performance of this Contract.

7.4 Time to Correct (Declared Default or Breach):

7.4.1 Termination upon a declared default or breach may be exercised only after providing seven (7) calendar days written notice of default or breach, and the subsequent failure of the defaulting or breaching party, within five (5) calendar days of providing that default or breach notice, to provide evidence satisfactory to the aggrieved party demonstrating that the declared default or breach has been corrected. Time to correct shall run concurrently with any notice of default or breach and such time to correct is not subject to any stay with respect to the nonexistence of any Notice of Termination. Untimely correction shall not void the right to

termination otherwise properly noticed unless waiver of the noticed default or breach is expressly provided in writing by the aggrieved party. There shall be no time to correct with respect to any notice of termination without cause or termination for nonappropriation.

7.5 Winding Up Affairs Upon Termination:

7.5.1 In the event of termination of this Contract for any reason, the parties agree that the provisions of this **Subsection 7.5** survive termination:

7.5.1.1 The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination; and

7.5.1.2 **CONTRACTOR** shall satisfactorily complete SERVICES in progress at the agreed rate (or a pro rata basis if necessary) if so requested by **CITY**; and

7.5.1.3 **CONTRACTOR** shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by **CITY**; and

7.5.1.4 **CONTRACTOR** shall preserve, protect, and promptly deliver into **CITY** possession all proprietary information in accordance with **"Section 19".**

7.6 Notice of Termination:

7.6.1 Unless otherwise specified in this Contract, termination shall not be effective until seven (7) calendar days after a party has provided written notice of default or breach, or notice of without cause termination. Notice of Termination may be given at the time of notice of default or breach, or notice of without cause termination. Notice of Termination may be provided separately at any time after the running of the 7-day notice period, and such termination shall be effective on the date the Notice of Termination is provided to the party unless a specific effective date is otherwise set forth therein. Any delay in providing a Notice of Termination after the 7-day notice period has run without a timely correction by the defaulting or breaching party shall not constitute any waiver of the right to terminate under the existing notice(s).

8. REMEDIES:

Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorney's fees and costs. The parties agree that, in the event a lawsuit is filed and a party is awarded attorney's fees by the court, for any reason, the amount of recoverable attorney's fees shall not exceed the rate of $125 per hour. **CITY** may set off consideration against any unpaid obligation of **CONTRACTOR** to **CITY**.

9. LIMITED LIABILITY:

CITY will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise expressly provided for elsewhere in this Contract. Damages for any **CITY** breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to **CONTRACTOR**, for the fiscal year budget in existence at the time of the breach. **CONTRACTOR'S** tort liability shall not be limited.

10. FORCE MAJEURE:

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

11. INDEMNIFICATION:

11.1 To the extent permitted by law, including, but not limited to, the provisions of NRS Chapter 41, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other party from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorney's fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of the indemnity which would otherwise exist as to any party or person described in this Section.

11.2 Except as otherwise provided in **Subsection 11.4** below, the indemnifying party shall not be obligated to provide a legal defense to the indemnified party, nor reimburse the indemnified party for the same, for any period occurring before the indemnified party provides written notice of the pending claim(s) or cause(s) of action to the indemnifying party, along with:

11.2.1 a written request for a legal defense for such pending claim(s) or cause(s) of action; and

11.2.2 a detailed explanation of the basis upon which the indemnified party believes that the claim or cause of action asserted against the indemnified party implicates the culpable conduct of the indemnifying party, its officers, employees, and/or agents.

11.3 After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall not be obligated to fund or reimburse any fees or costs provided by any additional counsel for the indemnified party, including counsel through which the indemnified party might voluntarily choose to participate in its defense of the same matter.

11.4 After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall be obligated to reimburse the reasonable attorney's fees and costs incurred by the indemnified party during the initial thirty (30) day period of the claim or cause of action, if any, incurred by separate counsel.

12. INDEPENDENT CONTRACTOR:

12.1 **CONTRACTOR**, as an independent contractor, is a natural person, firm or corporation who agrees to perform SERVICES for a fixed price according to his or its own methods and without subjection to the supervision or control of the **CITY**, except as to the results of the SERVICES, and not as to the means by which the SERVICES are accomplished.

12.2 It is mutually agreed that **CONTRACTOR** is associated with **CITY** only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted SERVICES pursuant to this Contract. **CONTRACTOR** is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract.

12.3 Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for **CITY** whatsoever with respect to the indebtedness, liabilities, and obligations of **CONTRACTOR** or any other party.

12.4 **CONTRACTOR**, in addition to **Section 11** (INDEMNIFICATION), shall indemnify and hold **CITY**

harmless from, and defend **CITY** against, any and all losses, damages, claims, costs, penalties, liabilities, expenses arising out of or incurred in any way because of, but not limited to, **CONTRACTOR'S** obligations or legal duties regarding any taxes, fees, assessments, benefits, entitlements, notice of benefits, employee's eligibility to work, to any third party, subcontractor, employee, state, local or federal governmental entity.

12.5 Neither **CONTRACTOR** nor its employees, agents, or representatives shall be considered employees, agents, or representatives of **CITY**.

13. INSURANCE REQUIREMENTS (GENERAL):

13.1 ***NOTICE: The following general insurance requirements shall apply unless these general requirements are altered by any specific requirements set forth in CITY'S solicitation for bid document, the adopted bid or other document incorporated into this Contract by the parties.***

13.2 **CONTRACTOR**, as an independent contractor and not an employee of **CITY**, must carry policies of insurance in amounts specified and pay all taxes and fees incident hereunto. **CITY** shall have no liability except as specifically provided in this Contract.

13.3 **CONTRACTOR** shall not commence work before: (1) **CONTRACTOR** has provided the required evidence of insurance to **CITY** Purchasing and Contracts, and (2) **CITY** has approved the insurance policies provided by **CONTRACTOR**.

13.4 Prior approval of the insurance policies by **CITY** shall be a condition precedent to any payment of consideration under this Contract and **CITY'S** approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this Contract. Any failure of **CITY** to timely approve shall not constitute a waiver of the condition.

13.5 *Insurance Coverage (13.6 through 13.23)*:

13.6 **CONTRACTOR** shall, at **CONTRACTOR'S** sole expense, procure, maintain and keep in force for the duration of this Contract the following insurance conforming to the minimum requirements specified below. Unless specifically specified herein or otherwise agreed to by **CITY**, the required insurance shall be in effect prior to the commencement of work by **CONTRACTOR** and shall continue in force as appropriate until the later of:

13.6.1 Final acceptance by **CITY** of the completion of this Contract; or

13.6.2 Such time as the insurance is no longer required by **CITY** under the terms of this Contract.

13.6.3 Any insurance or self-insurance available to **CITY** under its coverage(s) shall be in excess of and non-contributing with any insurance required from **CONTRACTOR. CONTRACTOR'S** insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by **CITY**, **CONTRACTOR** shall provide **CITY** with renewal or replacement evidence of insurance no less than thirty (30) calendar days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by this Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as **CONTRACTOR** has knowledge of any such failure, **CONTRACTOR** shall immediately notify **CITY** and immediately replace such insurance or bond with an insurer meeting the requirements.

13.7 *General Insurance Requirements (13.8 through 13.23)*:

13.8 **Certificate Holder:** Each certificate shall list Carson City c/o Carson City Purchasing and Contracts, 201 N. Carson Street, Suite 2, Carson City, NV 89701 as a certificate holder.

13.9 **Additional Insured:** By endorsement to the general liability insurance policy evidenced by

CONTRACTOR, The City and County of Carson City, Nevada, its officers, employees and immune contractors shall be named as additional insureds for all liability arising from this Contract.

13.10 **Waiver of Subrogation**: Each liability insurance policy, except for professional liability, shall provide for a waiver of subrogation in favor of City.

13.11 **Cross-Liability**: All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.

13.12 **Deductibles and Self-Insured Retentions**: Insurance maintained by **CONTRACTOR** shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by **CITY**. Such approval shall not relieve **CONTRACTOR** from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed $5,000.00 per occurrence, unless otherwise approved by **CITY**.

13.13 **Policy Cancellation**: Except for ten (10) calendar days' notice for non-payment of premium, premium, **CONTRACTOR** or its insurers must provide thirty (30) calendar days prior written notice to Carson City Purchasing and Contracts if any policy will be canceled, non-renewed or if required coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by mail to Carson City Purchasing and Contracts, 201 N. Carson Street, Suite 2, Carson City, NV 89701. When available, each insurance policy shall be endorsed to provide thirty (30) days' notice of cancellation, except for ten (10) days' notice for non-payment of premium, to City.

13.14 **Approved Insurer**: Each insurance policy shall be issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers under federal and Nevada law and having agents in Nevada upon whom service of process may be made, and currently rated by A.M. Best as "A-VII" or better.

13.15 **Evidence of Insurance:** Prior to commencement of work, **CONTRACTOR** must provide the following documents to Carson City Purchasing and Contracts, 201 North Carson Street, Suite 3, Carson City, NV 89701:

13.16 **Certificate of Insurance: CONTRACTOR** shall furnish City with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth herein. The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to Carson City Purchasing and Contracts to evidence the insurance policies and coverages required of **CONTRACTOR**.

13.17 **Additional Insured Endorsement:** An Additional Insured Endorsement (CG20 10 or C20 26), signed by an authorized insurance company representative, must be submitted to Carson City Purchasing and Contracts to evidence the endorsement of **CITY** as an additional insured per **Subsection 13.9** (Additional Insured).

13.18 **Schedule of Underlying Insurance Policies:** If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlying Schedule from the Umbrella or Excess insurance policy may be required.

13.19 **Review and Approval:** Documents specified above must be submitted for review and approval by **CITY** Purchasing and Contracts prior to the commencement of work by **CONTRACTOR**. Neither approval by **CITY** nor failure to disapprove the insurance furnished by **CONTRACTOR** shall relieve **CONTRACTOR** of **CONTRACTOR'S** full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of **CONTRACTOR** or its sub-contractors, employees or agents to **CITY** or others, and shall be in addition to and not in lieu of any other remedy available to **CITY** under this Contract or otherwise. **CITY** reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

13.20 **COMMERCIAL GENERAL LIABILITY INSURANCE**:

CONTRACTOR shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than $1,000,000 each occurrence.

13.20.1 *Minimum Limits required*:

13.20.2 Two Million Dollars ($2,000,000.00) - General Aggregate.

13.20.3 Two Million Dollars ($2,000,000.00) - Products & Completed Operations Aggregate.

13.20.4 One Million Dollars ($1,000,000.00) - Each Occurrence.

13.20.5 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)].

13.20.6 City and County of Carson City, Nevada, its officers, employees and immune contractors shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or CG 20 26, or a substitute providing equivalent coverage, and under the commercial umbrella, if any.

13.20.7 This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to City 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.

13.20.8 There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability assumed under a contract.

13.20.9 Contractor waives all rights against City 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 this Contract. Insurer shall endorse CGL policy as required to waive subrogation against City with respect to any loss paid under the policy.

13.21 **BUSINESS AUTOMOBILE LIABILITY INSURANCE:**

13.21.1 *Minimum Limit required*:

13.21.2 Contractor shall maintain automobile liability and, if necessary, commercial umbrella liability insurance with a limit of not less than $1,000,000 each accident for bodily injury and property damage.

13.21.3 Such insurance shall cover liability arising out of owned, hired, and non-owned autos (as applicable). Coverage as required above shall be written on ISO form CA 00 01, CA 00 05, CA 00 25, or a substitute form providing equivalent liability coverage.

13.21.4 Contractor waives all rights against City and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the automobile liability or other liability insurance obtained by **CONTRACTOR** pursuant this Contract.

13.22 **PROFESSIONAL LIABILITY INSURANCE**

13.22.1 *Minimum Limit required*:

13.22.2 **CONTRACTOR** shall maintain professional liability insurance applying to all activities performed under this Contract with limits not less than One Million Dollars ($1,000,000.00) and Two Million Dollars ($2,000,000) in the aggregate.

13.22.3 Retroactive date: Prior to commencement of the performance of this Contract.

13.22.4 **CONTRACTOR** will maintain professional liability insurance during the term of this Contract and for a period of three (3) years after termination of this Contract unless waived by the City. In the event of non-renewal or other lapse in coverage during the term of this Contract or the three (3) year period described above, **CONTRACTOR** shall purchase Extended Reporting Period coverage for claims arising out of **CONTRACTOR's** negligence acts, errors and omissions committed during the term of the Professional Liability Policy. The Extended Reporting Period shall continue through a minimum of three (3) years after termination date of this Contract.

13.22.5 A certified copy of this policy may be required.

13.23 **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:**

13.23.1 **CONTRACTOR** shall provide workers' compensation insurance as required by NRS Chapters 616A through 616D inclusive and Employer's Liability insurance with a minimum limit not less than $1,000,000 each accident for bodily injury by accident or $1,000,000 each employee for bodily injury by disease.

13.23.2 **CONTRACTOR** may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that **CONTRACTOR** is a sole proprietor; that **CONTRACTOR** will not use the services of any employees in the performance of this Contract; that **CONTRACTOR** has elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and that **CONTRACTOR** is otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

13.23.3 **CONTRACTOR** waives all rights against City 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 Contractor pursuant to this Contract. Contractor shall obtain an endorsement equivalent to WC 00 03 13 to affect this waiver.

14. BUSINESS LICENSE:

14.1 **CONTRACTOR** shall not commence work before **CONTRACTOR** has provided a copy of his Carson City business license to Carson City Purchasing and Contracts.

14.2 The Carson City business license shall continue in force until the later of: (1) final acceptance by **CITY** of the completion of this Contract; or (2) such time as the Carson City business license is no longer required by **CITY** under the terms of this Contract.

15. COMPLIANCE WITH LEGAL OBLIGATIONS:

CONTRACTOR shall procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by **CONTRACTOR** to provide the goods or SERVICES or any services of this Contract. **CONTRACTOR** will be responsible to pay all government obligations, including, but not limited to, all taxes, assessments, fees, fines, judgments, premiums, permits, and licenses required or imposed by law or a court.

Real property and personal property taxes are the responsibility of **CONTRACTOR** in accordance with NRS Chapter 361 generally and NRS 361.157 and 361.159, specifically regarding for profit activity. **CONTRACTOR** agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. **CITY** may set-off against consideration due any delinquent government obligation.

If the CITY was required by NRS 332.039(1) to advertise or request a proposal for this Agreement, by signing this Agreement, the **CONTRACTOR** provides a written certification that the **CONTRACTOR** is not currently engaged in, and during the Term shall not engage in, a Boycott of Israel. The term "Boycott of Israel" has the meaning ascribed to that term in Section 3 of Nevada Senate Bill 26 (2017). The **CONTRACTOR** shall be responsible for fines, penalties, and payment of any State of Nevada or federal funds that may arise (including those that the CITY pays, becomes liable to pay, or becomes liable to repay) as a direct result of the **CONTRACTOR's** non-compliance with this Section.

16. WAIVER OF BREACH:

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

17. SEVERABILITY:

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

18. ASSIGNMENT / DELEGATION:

To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by **CITY,** such offending portion of the assignment shall be void, and shall be a breach of this Contract. **CONTRACTOR** shall neither assign, transfer nor delegate any rights, obligations or duties under this Contract without the prior written approval of **CITY**. The parties do not intend to benefit any third party beneficiary regarding their respective performance under this Contract.

19. CITY OWNERSHIP OF PROPRIETARY INFORMATION:

Any files, reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer programs, computer codes, and computer records (which are intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by **CONTRACTOR** (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of **CITY** and all such materials shall be delivered into **CITY** possession by **CONTRACTOR** upon completion, termination, or cancellation of this Contract. **CONTRACTOR** shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of **CONTRACTOR'S** obligations under this Contract without the prior written consent of **CITY**. Notwithstanding the foregoing, **CITY** shall have no proprietary interest in any materials licensed for use by **CITY** that are subject to patent, trademark or copyright protection.

20. PUBLIC RECORDS:

Pursuant to NRS 239.010, information or documents received from **CONTRACTOR** may be open to public inspection and copying. **CITY** will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. **CONTRACTOR** may clearly label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 332.061, provided that **CONTRACTOR** thereby agrees to indemnify and defend **CITY** for honoring such a designation. The failure to so label any document that is released by **CITY** shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

21. CONFIDENTIALITY:

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

22. FEDERAL FUNDING:

22.1 In the event federal grant funds are used for payment of all or part of this Contract:

22.1.1 **CONTRACTOR** certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

22.1.2 **CONTRACTOR** and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

22.1.3 **CONTRACTOR** and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and Executive Order 11478 (July 21, 2014) and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, sexual orientation, gender identity, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).

22.1.4 If and when applicable to the particular federal funding and the Scope of Work under this Contract, **CONTRACTOR** and its subcontractors shall comply with: American Iron and Steel (AIS) provisions of P.L. 113- 76, Consolidated Appropriations Act, 2014, Section 1605 – Buy American (100% Domestic Content of iron, steel and manufactured goods); Federal Highway Administration (FHWA) 23 U.S.C. § 313 – Buy America, 23 C.F.R. §635.410 (100% Domestic Content of steel, iron and manufactured products); Federal Transit Administration (FTA) 49 U.S.C. § 5323(j), 49 C.F.R. Part 661 – Buy America Requirements (See 60% Domestic Content for buses and other Rolling Stock).

23. LOBBYING:

23.1 The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:

23.1.1 Any federal, state, county or local agency, legislature, commission, council or board;

23.1.2 Any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or

23.1.3 Any officer or employee of any federal, state, county or local agency; legislature, commission, council or board.

24. GENERAL WARRANTY:

CONTRACTOR warrants that it will perform all SERVICES required hereunder in accordance with the prevailing standard of care by exercising the skill and care normally required of individuals performing the same or similar SERVICES, under the same or similar circumstances, in the State of Nevada.

25. PROPER AUTHORITY:

The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. **CONTRACTOR** acknowledges that this Contract is effective only after approval by the Carson City Board of Supervisors and only for the period of time specified in this Contract. Any SERVICES performed by **CONTRACTOR** before this Contract is effective or after it ceases to be effective is performed at the sole risk of **CONTRACTOR**.

26. GOVERNING LAW / JURISDICTION:

This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. **CONTRACTOR** consents and agrees to the jurisdiction of the courts of the State of Nevada located in Carson City, Nevada for enforcement of this Contract.

27. ENTIRE CONTRACT AND MODIFICATION:

This Contract and its integrated attachment(s) constitute the entire Contract of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other Contracts that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Carson City Board of Supervisors. Conflicts in language between this Contract and any other agreement between **CITY** and **CONTRACTOR** on this same matter shall be construed consistent with the terms of this Contract. The parties agree that each has had their respective counsel review this Contract which shall be construed as if it was jointly drafted.

28. ACKNOWLEDGMENT AND EXECUTION:

This Contract may be executed in counterparts. The parties hereto have caused this Contract to be signed and intend to be legally bound thereby as follows:

CITY
Executive Office
Purchasing and Contracts Department
201 North Carson Street, Suite 2
Carson City, Nevada 89701
Telephone: 775-283-7362
Fax: 775-887-2286
CAkers@carson.org

By:_____
Sheri Russell, Chief Financial Officer

Dated _____

CITY'S LEGAL COUNSEL
Carson City District Attorney

I have reviewed this Contract and approve as to its legal form.

By:_____
Deputy District Attorney

Dated _____

CONTRACTOR will not be given authorization to begin work until this Contract has been signed by Purchasing and Contracts

BY: Carol Akers
Purchasing & Contracts Administrator

By: _____

Dated _____

Acct#
G680020002 Supplies 2756800-501225
G680020003 Supplies 2756800-501225
G680020004 Supplies 2756800-501225
G680020027 Supplies 2756800-501225
G680020027 Other 2756800-501225

INDEPENDENT CONTRACTOR AGREEMENT
Contract No. 23300219
Title: Billing Services for Carson City Health and Human Services

Undersigned deposes and says under penalty of perjury: That he/she is **CONTRACTOR** or authorized agent of **CONTRACTOR**; that he/she has read the foregoing Contract; and that he/she understands the terms, conditions and requirements thereof.

CONTRACTOR
BY: Andrew Hetzler
TITLE: CEO
FIRM: American Exchange
CARSON CITY BUSINESS LICENSE #: _____
Address: 605 Chestnut St., Suite 1210
City: Chattanooga **State:** TN **Zip Code:** 37450
Telephone: 423-567-1075 ext. 101
E-mail Address: Andrew.hetzler@americanexchange.com

_____
(Signature of Contractor)

DATED _____

STATE OF_____)
)ss
County of _____)

Signed and sworn (or affirmed before me on this _____day of _____, 20__.

_____
(Signature of Notary)

(Notary Stamp)

INDEPENDENT CONTRACTOR AGREEMENT
Contract No. 23300219
Title: Billing Services for Carson City Health and Human Services

CONTRACT ACCEPTANCE AND EXECUTION:

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of January 5, 2023 approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 23300219**. Further, the Board of Supervisors authorizes the Mayor of Carson City, Nevada to sign this document and record the signature for the execution of this Contract in accordance with the action taken.

CARSON CITY, NEVADA

_____
LORI BAGWELL, MAYOR

DATED this 5th day of January 2023.

ATTEST:

_____
WILLIAM "SCOTT" HOEN, CLERK-RECORDER

DATED this 5th day of January 2023.

Exhibit A

AMERICAN EXCHANGE

Making healthcare work better for you

Proposal

RFP # 23300219

Billing Services for the Carson City Health and Human Services (CCHHS) Department



American Exchange

Andrew Hetzler, CEO
605 Chestnut St., Suite 1210
Chattanooga, TN 37450
Phone: 423.567.1075 ext. 101
Cell: 423.617.0108
Andrew.hetzler@americanexchange.com

October 27, 2022

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Scope of Work

1.2.1. Statement of Project Understanding

Carson City Health and Humans Services, hereafter referred to as the City, is seeking an experienced vendor to provide medical billing, collections, and scheduled reporting services using eClinicalWorks as its platform.

American Exchange has been providing revenue cycle management services, including billing and collections, for state and county public health departments and private providers since 2019. Our revenue cycle team has experience across all payers and all services types. Our coders are American Academy of Professional Coder (AAPC)-certified with a clean claims rate of 90%. They are expert at streamlining processes/creating efficiencies, reducing denials, and improving time to revenue rates for our clients.

1.2.2. Project Approach

Building a comprehensive strategy to ensure seamless and timely execution of all new third-party billing projects is a critical component of American Exchange's white glove service. Our approach has enabled us to successfully onboard private and public health clients efficiently and quickly. It involves four (4) phases:

1. Data Gathering
2. Development
3. Training
4. Deployment.

Phase 1: Data Gathering

During the data gathering phase, we facilitate an open line of communication to ensure a thorough understanding of all project objectives, roles, and timelines. Data gathered at this stage will provide the building blocks for program success among American Exchange staff, City staff, and other program stakeholders (if applicable). This step is critical for our technical approach. The information we gather includes:

Practice/Group Information

- Practice Name
- Physical Address
- Pay to Address
- Tax ID
- NPI
- Taxonomy

- Fax Number
- Fee Schedules

Provider Information

- Provider Name
- Title
- NPI
- Tax ID
- Taxonomy
- Specialty
- Physical Address
- Pay to Address
- Discuss list of insurances the City wants to credential

System Users

- American Exchange identifies staff members who will need access the eClincalWorks, Trizetto, and TransactRx.

Phase 2: Development Phase

Introduction Meeting
Call Time: approximately 45-60 minutes

We begin with a call to establish the workflows and timeline for implementation and beyond. During this call, all key stakeholders on the account should attend. We discuss the overview of roles and responsibilities for the City and their American Exchange counterparts. We also ensure that staff from both parties are aware of their roles. We also review the implementation timeline and milestone target dates, including training and training resources.

Data Analysis Meeting
Call Time: 90 minutes

We discuss the systems used by the City (eClinicalWorks, Trizetto, and TransactRx) identify systems/components for which American Exchange staff will require training, identify trainers, and establish a training schedule. Our staff has experience with eClinicalWorks, but client-specific training to learn how you use the system would be beneficial. We will also ensure that staff from both parties are aware of their roles.

Once we set milestones, we establish a timeline for completion of each milestone itemized in the implementation plan. We define and label all roles and responsibilities, as well as contract start date and deliverable/due dates. We then review the plan with the City before finalizing.

Phase 3: Training

This step will be necessary only if training is needed, either by the City or American Exchange. We will identify these needs during phases 1-2.

Phase 4: Deployment

We begin delivering contracted services using processes successfully implemented for numerous public and private healthcare organizations.

Billing Receivables Process
American Exchange has provided medical insurance billing services for more than four years. Our staff has experience using eClincalWorks, Trizetto, and TransactRx, so we are familiar with using the systems to efficiently perform billing services; we will be able to seamlessly implement all aspects of the billing, collections, and reporting activities for the City.

We have constructed a philosophy based on our core value of transparency. The healthcare industry is ever-changing, so we foster a culture of interdisciplinary collaboration in every situation that supports proper and ethical practices. This includes keeping licenses and certifications current; participating in ongoing education to ensure we are abreast of current practices, policies, and regulations; and working proactively to anticipate any changes that would impact the revenue cycle process.

Our HIPAA-compliant billing process includes five steps, detailed below.

1. Start of a Claim
We use an online intake process to facilitate patient experience and eliminate manual errors. There are two steps in our intake process:

- Entering patient demographic information into our system.
    - American Exchange double-checks each patient's eligibility with Medicare, Medicaid, and private carriers before beginning the claim submission process.
- If we find an eligibility issue, we will communicate directly with the provider. We can rectify the situation or allow the provider to correct the claim and return it to us.

2. Submit a Claim
After eligibility has been verified, we review the claim line item by line item. This process is called scrubbing. We use claims editing software to ensure that the proper ICD/CPT/HCP/REV codes are used on the claim and are in compliance with the current Centers for Medicare & Medicare Services (CMS) standards. If the claim clears the scrubbing process, we send it to the payor for processing.

If the claim does not clear the scrubbing process, we inform the provider. We include details of the error, as well as the CMS recommendation for correcting the claim.

3. Manage Claims

American Exchange has a clean claims rate of 90%. Once we receive an approved claim from the payer, we move it to step 4, Manage Accounts Receivable. If the claim has been denied, we re-scrub the claim to identify the error:

- If there was a coding error, which is rare, we will correct the error and resubmit the claim.
- If the coding was correct, we reach out to the provider to get the necessary information to file a corrected claim, or we file an appeal.

American Exchange has extensive experience in appeals management, thus if an appeal is required, we can handle the process from start to finish.

4. Manage Accounts Receivable (A/R)

American Exchange understands that we will be responsible for soft collection services and patient payment plan initiation and monthly collections for the City. If the patient has secondary coverage, we will file the claim with the second payer once we receive the explanation of benefits (EOB) from the primary payer. We will write off any hardship cases that you identify.

Once the claim has finalized, we:

- Reconcile the payment from the carriers with the patient's account. If the carrier did not reimburse at the proper rate, we reach out to the carrier to have the amount rectified.
- If there is patient responsibility, American Exchange will generate a patient bill and begin correspondence with the responsible party.
    - We accept multiple forms of payment, including but not limited to, credit cards and debit cards.
- American Exchange can set up payment plans with patients to ensure accounts don't go delinquent.
    - We will report delinquent accounts to the City and write off accounts you identify as hardship cases to adhere to Federal Title X Program Guidelines.

5. Analyze/Report

We proactively review data to identify problem payers, issues in the process, or issues with procedures/conditions. American Exchange will work directly with the City and its providers to determine the best standard operating procedures for monitoring accounts receivable (A/R) performance. Based on the RFP, we will meet all reporting requirements:

- Daily completion of and reporting of billing patients
- Daily completion and reporting of payments applied to the cost center and accounts.
    - These reports include checking clearinghouse websites for EFTs and are reconciled against the City's Bank Statement, Posting EFT, and Preparing EFT deposits.

- A monthly aging report and billing register, which includes receivables outstanding over 120 days (total all A/R over 120 days / total A/R)
    - Our outstanding A/R goals, as specified, is <25% total A/R greater than 60 days and <10% greater than 120 days.
- Denial rate (total number of claims denied / total number of claims remitted by payer type detailed by payer)
    - Our goal, as specified, is <10% per month per payer.
- Resolved rate (total number of claims paid for 90 days / total number of claims submitted for 90 days
- Net collection rate per month (total payments collected / total $ charges
- First rate pass acceptance rate per month (number of claims paid on the first pass submission to payer / total number of claims submitted
- Monthly reconciliation of aging report showing billing, adjustments, payments, and balances
- Monthly competition and reporting of refunds for overpayments
- Initial and monthly collections related to patient payment plans
- A monthly collection report showing collection percentage, both gross and against allowable
- A quarterly Title X revenue report delineated by patient payments and payer type (Medicaid and Medicaid MCO, private, and other)
    - These reports will be delivered on March 31, June 20, September 30, and December 31.
- Annual fiscal year-end summary report and graphs.

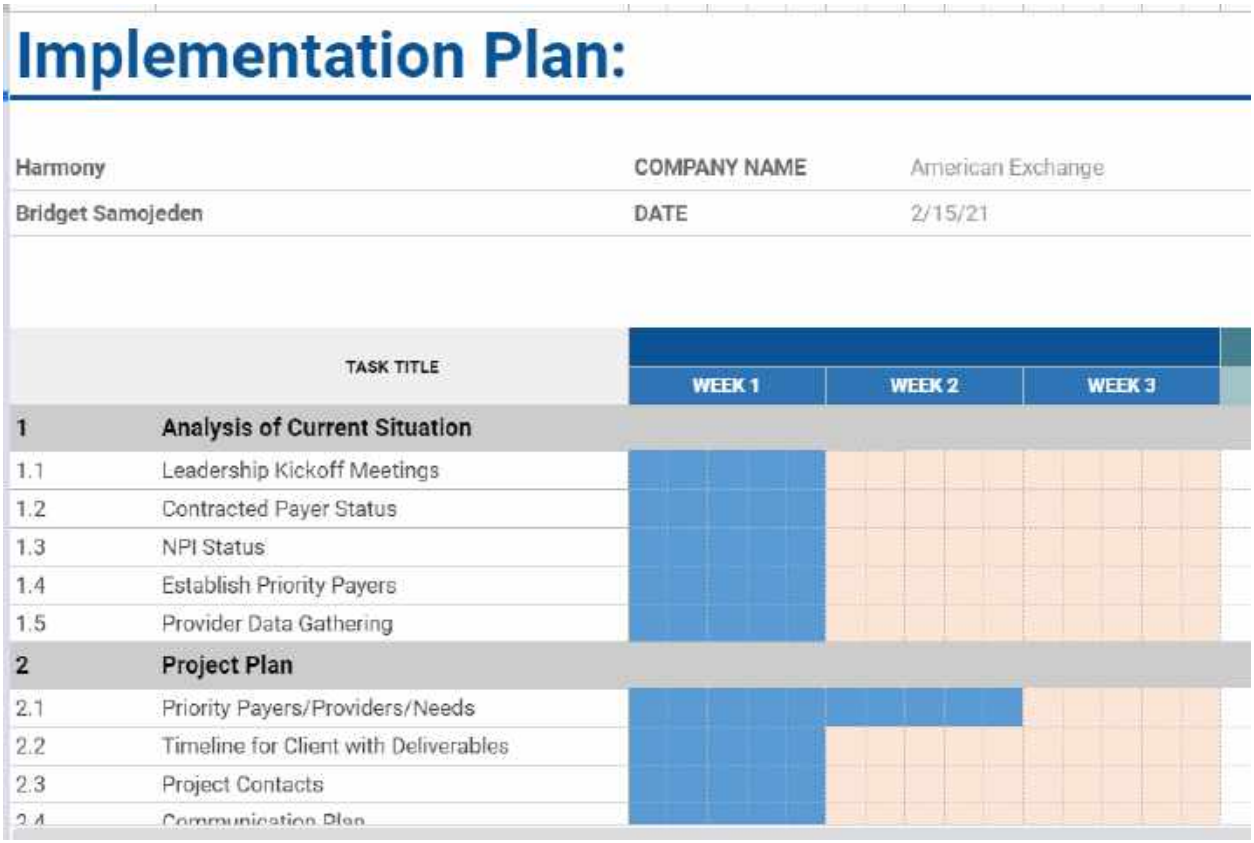
1.2.3. Schedule/Timelines for Project Completion

American Exchange has extensive experience developing and deploying implementation plans for new programs we work with. We base our approach on industry best practices established by the Project Management Institute. Our flexible approach allows us to quickly adapt to new processes, and our experience allows us to identify how we can make a process more efficient.

We have found that the implementation plan and its transparency facilitate improved communications between our team and our client, mitigates risk, and increases overall client satisfaction. Our implementation plan:

- Defines goals and objectives.
- Identifies major tasks required to accomplish each objective.
- Breaks the tasks down into manageable subtasks.
- Designates ownership of all tasks and subtasks.
- Assigns due dates (milestones) necessary to successfully complete each subtask.
- Allocates all necessary nonhuman resources.
- Identifies potential risks and includes contingencies.

We provide a high-level implementation plan created for one of our clients as an example of the plan we will create to meet the City's' goals and objectives on the following page.



Implementation Plan:

Harmony		COMPANY NAME	American Exchange
Bridget Samojeden		DATE	2/15/21

	TASK TITLE	WEEK 1	WEEK 2	WEEK 3
1	**Analysis of Current Situation**			
1.1	Leadership Kickoff Meetings			
1.2	Contracted Payer Status			
1.3	NPI Status			
1.4	Establish Priority Payers			
1.5	Provider Data Gathering			
2	**Project Plan**			
2.1	Priority Payers/Providers/Needs			
2.2	Timeline for Client with Deliverables			
2.3	Project Contacts			
2.4	Communication Plan			

1.2.4. Cost Proposal

The cost of our services is 7% of revenue collections and the cost of US postage for mailing patient statements and/or paper claims.

1.2.5. Key Personnel

American Exchange's leadership and operational team brings more than just revenue cycle management experience, – we offer a wealth of public and private healthcare industry expertise in all aspects of coding/claims administration across all payer and service types.

1.2.5.a. Key Staff, including Project Manager Information

Our chief executive officer (CEO), Andrew Hetzler, has worked with public health clients for nearly 10 years; he will provide executive oversight of this contract. Prior to becoming CEO,

Andrew led American Exchange's project management efforts for Ryan White programs throughout the country.

Project Manager

Bridget Samojeden, Director, Revenue Cycle Management Services, reports directly to Andrew; she will be the project manager for this contract. She will oversee day-to-day operations for the City's billing services to ensure all deliverable and reporting requirements are achieved.

Bridget is an accomplished practice administrator, with nearly 20 years' experience overseeing day-to-day operations of multi-unit medical facilities. She is an expert in authorizations, standards of care, medical/insurance coding across all payers and plan types, billing and collections, accounts receivable management, and compliance.

Bridget drives process efficiencies and improves financial performance, staff retention, and customer satisfaction. She oversees an experienced team of American Academy of Professional Coders (AAPC)-certified coders, credentialing, and billing experts across all payers, including Medicare, Medicaid, Veterans Affairs, and commercial insurers. She ensures that all revenue cycle staff stay abreast of medical and behavioral health coding and industry changes, as well as that staff participate in continuing education throughout the year to keep their licensures and certifications current.

Her exceptional communications skills build strong relationships among the American Exchange team, clients, clinical and non-clinical staff, insurers, and patients. She promptly and effectively mitigates issues and ensures timely delivery of high-quality services that meet client needs.

Pamela Green, CPC, Coding and Billing Lead

Pam is a certified coder with more than 13 years' experience providing coding, claims submission, and denial management services across a wide range of patient medical records, ensuring accuracy of coding and maintaining records in accordance with accepted medical and legal standards. She received her Certified Professional Coder® (CPC) and ICD-10 Compliance Certifications from American Academy of Professional Coders (AAPC).

Pam's coding expertise includes ICD-10-CM/PCS, CPT, American Hospital Association (AHA) Coding Clinic, CPT Assistant, CMS rules and regulations, and Federally Qualified Health Center (FQHC)-specific coding and abstracting guidelines. She also has coding experience across all payers, including Medicare and Medicare Advantage Plans, Medicaid and Medicaid Managed Care Organizations, and commercial insurers, as well Title X and vaccinate administration services. Pam earns continuing education units for staying abreast of coding industry and program-specific billing changes.

She is responsible for coding and submitting claims on a daily basis, assigning CPT and ICD-10 codes to accurately document the level of medical services delivered to each patient to maximize provider revenue. Pam's efforts lead to leaner claims submissions, faster reimbursements, and fewer denials. She also educates client and internal staff about coding changes and areas where they are experiencing coding difficulties.

Resumes for Bridget Samojeden and Pam Green are provided as Attachment 1 at the end of this response.

1.2.5.b. Relevant Experience

Founded in 2013, American Exchange is nationally known for simplifying and explaining health insurance enrollment, delivering incredible customer service, and providing our healthcare clients with innovative, technology-based solutions for their specific program challenges. We currently provide Ryan White enrollment, premium payment, credentialing, and revenue cycle management services for clients located in 15 states: Arizona, Florida, Georgia, Illinois, Indiana, Mississippi, Missouri, New Hampshire, Ohio, Oklahoma, South Carolina, Tennessee, and Texas. We will soon begin providing Ryan White enrollment services in California and Washington.



Since 2019, American Exchange has provided revenue cycle management expertise through full-service solutions or individual reimbursement services. We are revenue cycle management experts. We provide full-service solutions or individual reimbursement services to public health and private providers.

Our experts work with you to identify challenges, educate your staff on industry changes, and implement best practices to streamline processes and increase revenue. Our efforts not only strengthen your organization, they improve access to care in your community.

In 2022, Healthcare Business Review named American Exchange one of the top companies providing revenue cycle management solutions.



American Exchange currently provides revenue cycle management services, including coding, auditing, and training to providers, community-based organizations (CBOs) and public health clients (state and county governments) throughout the United States. Our expert team thoroughly understands the complexities of public program and private insurance billing practices.

- We are experts in all specialty and subsidy programs, like Title X
- We are experienced with all types of payers, including:
    - Medicare and Medicare Advantage Plans
    - State Medicaid programs and Medicaid Managed Care Organizations
    - Affordable Care Act (ACA) plans and carrier networks throughout the US
    - Veterans Affairs/TRICARE
    - Commercial payers.

We work closely with each client on a daily basis to ensure they are appropriately coding claims the first time to reduce burdensome denials, maximize reimbursement, and minimize the time of payer adjudication. This hands-on experience enables us to better understand the issues impacting coding and billing at the individual provider level and puts our AAPC-certified coders' expertise to work on a daily basis.

Immunization Experience
American Exchange has a proven track record of increasing revenue and decreasing denials. For instance, a county health department was not receiving Medicare reimbursement for immunizations. Our staff identified the issue, educated our client's staff, and recovered outstanding revenue for immunizations from the previous 12-month period.

We also discovered that another client underbilling Medicaid for vaccinations and other services. American Exchange identified all the CPT codes that were underbilled, obtained carrier fee schedules, and adjusted pricing in the system to ensure maximum reimbursement. In the first month, we were able to increase revenue by $150,000.

Proven Value Delivered to Clients

The following coding and billing success stories further prove the value American Exchange delivers to clients of all sizes.

- American Exchange works within a large county health department's billing system to code and file claims to carriers and patients for all services provided in their nine clinics. We audit each note and ensure each billable service was translated into a claim line item, as well as verify that the appropriate level of service was selected. We also verify insurance status for every patient, and ensure the proper carrier is filed on all claims. We post payments and perform all accounts receivable services, including denial management. Our AAPC-certified coding experts advise and train staff and providers on industry and coding changes as they occur.

- American Exchange provides a full array of revenue cycle management services to a Community-based organization (CBO) within the public health sector. We implemented a billing system and ensured no lost revenue when the CBO terminated its contract with its previous billing vendor. We set up the system, converted the data from the previous medical record system to our billing software, and launched the system in just a few short weeks. We were able to successfully complete this conversion and implementation with no issues due to the experience and knowledge of our expert team. In addition to providing billing, coding, and other revenue cycle management services, we advise providers on coding and industry changes and conduct training as needed.

- For a large public health department, we cleared a backlog of approximately 40,000 unbilled claims, collecting more than $1.4 million in revenue. We properly coded claims, verified and corrected insurance coverage, and submitted claims to payers. To proactively prevent future backlogs, we educated their providers on coding and claim issues and made corrections as needed. We assisted the client with a Title X audit by quickly submitting claims that had been outstanding for 12 months to bring their clinic up-to-date.

- We quickly assisted an academic client establish and credential a laboratory for rapid COVID-19 testing. We educated providers and client staff on the proper coding procedures for COVID vaccination administration and tests, as well as kept them abreast of the payer telehealth policies and changes, which evolved throughout the pandemic. We contacted payers for allowable amounts for these services, advised the client of pricing, and were extremely successful in obtaining payment for both COVID testing and telehealth services. We helped our client maintain revenue through the crisis, ensuring they were paid for the services they provided. We also used the knowledge we obtained to educate and train other clients regarding proper COVID-related billing procedures.

1.2.5.c. Demonstrated Commitment and Availability

American Exchange commits to delivering exceptional customer service, industry-specific insight, process improvements, and better time to revenue for every client we serve. We are adept at assigning the proper staffing levels to each contract, with the right licensure and billing experience as required based on the services our clients require.

For this opportunity, we derived our staffing levels on the providers and volumes provided in the RFP. We will finalize our staffing level during the data gathering phase of our implementation strategy. By asking the right questions and getting in-depth client historical data, we can identify trends that have the highest impact for our staffing. The analysis allows us to assign staff based on patient volumes and to know when to train and prepare additional staff during peak seasons, such as when the City provides school- and community-based influenza vaccinations.

1.2.5.d. Accessibility to Carson City Staff

American Exchange is committed to providing exceptional customer service to all our clients. Our revenue cycle management staff is available Monday-Friday from 9:00 a.m. - 5:00 p.m. Eastern Time, excluding company holidays. We can be reached by phone or email during business hours.

Throughout the contract, we will conduct periodic meetings to review accounts receivable and other services. During the implementation phase, we recommend meeting at least weekly to ensure a smooth roll out. Once the contract is underway, we meet monthly, with ad hoc meetings scheduled as needed. We are also proactive; when we see a trend or identify efficiencies that could be made, we will schedule a meeting to discuss the information.

System Support

American Exchange will provide full software training during implementation on our electronic health record (EHR) solution. We will also provide the City and its stakeholders with materials for training when new employees are hired. Our solutions have direct support via email, portal, or phone submission. For software-related issues, tickets can be opened through the multimode options listed and will be responded to within 24 hours. Users will receive confirmation emails of the ticket generation, status updates, and completion. The hours of operation for the call center are 8:00 a.m. AM-8:00 p.m. for all EHR-related questions.

During EHR system implementation, we train all relevant stakeholders and provide links to the support knowledgebase for ongoing self-support. Our initial user onboarding includes role-based training sessions, which means that depending on each person's role, the training could take up to 2 hours each for a total of 5 sessions. The focus is to create super users within the organization to serve as internal system experts. Additional training and development can be purchased at a cost of $150/hour in increments of 1 hour. These can be focused or general user training sessions; however, the client needs additional support.

BRIDGET SAMOJEDEN

Exhibit A

Director, RCM

EXPERIENCE SUMMARY

Bridget is a project management expert with nearly two decades of experience across multiple healthcare settings. She has a proven record of increasing revenue, profits, efficiencies, and customer satisfaction. She uses her skills/knowledge in organizing, planning, coordinating, and investigating/resolving problems to successfully lead American Exchange's revenue cycle management (RCM) department, which seamlessly processes 15,000 claims daily. Bridget is an outstanding listener who effectively communicates and builds rapport with people from diverse backgrounds, including clients, patients, staff, executives, insurance carriers, and vendors.

EMPLOYMENT HISTORY

Director, Revenue Cycle Management, American Exchange, 2020-present

- Leads new client implementation, which includes discovery, auditing of current processes, plan development, client/staff training, and analytics/reporting.
- Establishes client-specific deliverables and manage staff to ensure efficient processing of all tasks within required timeframes.
- Serves as primary point of contact for medical billing/revenue cycle management clients. Participates in meetings, resolves issues, and suggests process improvements.
- Sets up clients in new EHR/PMR; includes loading of procedure and diagnosis codes, HCPCS codes with NDC information, prices, insurance carriers, practice locations, etc. For clients with their own system, like Genesee County, oversees set up, user access, and training required to quickly implement and accurately begin work on the new system. Troubleshoots issues.
- Completes electronic data interchange (EDI) agreements with payers and clients to facilitate efficient claims processing and secure information sharing.
- Oversees all credentialing, coding, insurance verification, billing, and collections activities.
- Generates client-specific and internal performance reports and shares results.
- Stays abreast of health insurance industry regulations/laws, trains staff, clients, and providers.
- Develops training manuals, audit reports, and various other topics as required.
- Ensures all staff and clients adhere to HIPAA compliance and patient rights regulations.

Regional Director of Operations, Prosipra PainCare, Inc., 2018-2020

- Oversaw operational effectiveness, cost containment, quality of care, and call center operations for 16 medical practices; maintained a 98% phone answer rate. Provided strategic leadership and direction, including the coordinator of all practice activities.
- Collaborated with team members to conduct and administer fiscal operations, including accounting, planning budgets, authorizing expenditures, and coordinating financial reporting.
- Set standardization for cash intake reconciliation from the front desk to the finance team.
- Oversaw all activities for a centralized insurance verification team.
- Directed office managers on how to successfully run a medical business office to support growth, including implementing standard operating procedures throughout all 16 practices.
- Created reports within EMR system to analyze overall performance.
- Brought in new lines of service to treat patients in pain.
- Handles all hiring, orientation, scheduling, customer and staff retention, and development to ensure effective performance.
- Used data to improve service delivery and employee performance. Successes include decreasing the booking window for new patients to 5-7 days by creating schedule templates.

Practice Administrator, Orlando Family Physicians, 2017-2018

- Served as Administrator of multi-provider practice, managing projects plan, scope, resources, time risk, quality, and reporting.
- Delivered revenue and profit plans while maintaining a budget.
- Monitored patient scheduling, insurance verification, vacation schedule, payroll, approval of invoices, and human resource functions.
- Coached and mentored staff on meeting measures for MIPS, HEDIS, and PCMH within eClinicals(eCW).
- Maintained and updated ACHA, OSHA, HIPAA, Bio-waste Books.

Vice President – Patient Financials Services, Orlando Health Imaging Centers, 2014-2017

- Streamlined billing and collections processes for 5 radiology offices by creating, implementing, and enforcing policies and procedures; processed $1.2 million in monthly reconciliations.
- Credentialed providers with AHCA, Medicare, Medicaid, MQSA, and insurance and managed care companies; negotiated fee schedules with insurance companies.
- Oversaw claims processing, insurance verification, appeals, denials, audit analysis, and itemized bills for patients; increased collection of 10% by working claims aggressively.
- Improved billing department balancing, reconciling, and cash posting; brought a backlog from 45 to current and maintained that standard.
- Completed month-end closing and quarterly and year-end billing audits.
- Prepared projected revenue and accounts receivables reports.
- Monitored billing staff performance and took corrective action when needed.

Chief Operating Officer, Boston Diagnostic Imaging/West Coast Radiology, 2003-2014

- Managed day to day activities of a multi-million dollar outpatient radiology/imaging center performing 8,000 procedures per month. Duties included identifying/addressing issues impacting patient service delivery. Centralizing scheduling and pre-registration improvements saved more than $80,000 per year.
- As PACS (Picture Archiving and Communications System) and RIS (Radiology Information System) Administrator, provided management oversight for the development of high quality, cost-effective, and integrated programs in offices.
- Ensured compliance with IDTF manuals, ACR, peer-review, bio-waste, and MQSA standards and regulations.
- Interviewed, hired, trained, coached, mentored, motivated, evaluated, and terminated staff.
- Monitored budgets and purchases.
- Oversaw phone/fax conversions and handled implementation/training on software upgrades and enhancements.

EDUCATION

Associate degree in Health Services, Valencia College, 2021

PAMELA GREEN

Exhibit A

Billing & Coding Lead

EXPERIENCE SUMMARY

Pam is a Certified Professional Coder® (CPC) with ICD-10 Compliance Certification. She has more than 13 years' experience providing coding, claims submission, and denial management services across a wide range of patient medical records, ensuring accuracy of coding and maintaining records in accordance with accepted medical and legal standards. Pam has coding experience across all payers, including Medicare and Medicare Advantage Plans, Medicaid and Medicaid Managed Care Organizations, and commercial insurers. She earns continuing education units for straying abreast of coding industry and program-specific billing changes.

EMPLOYMENT HISTORY

Billing & Coding Lead, American Exchange, 2019-present

Serves as an ICD-10 coding specialist and claims processor. Researches refund requests and recoupments, invoices clients, handles collections, and works closely with patients to answer questions and resolve issues. Specific responsibilities include:

- ICD-10 Coding Specialist
    - Continuing Education for updates of CMS Guidelines
- Payment Poster
    - Proficient in reading and posting of Insurance explanation of benefits.
    - Posting Electronic payments and Checks
        - Medicare
        - Medicaid
        - Commercial
- Follow Up Specialist
    - Research of Refund Requests and Recoupments.
    - Timely submission and research of appeals and denials
        - Medicare
        - Medicaid
        - Commercial
- Chart Auditing
- Special Public Health Program Billing
    - Family planning
    - STD
    - Pediatric
    - Adult travel and Immunizations
    - Laboratory

Professional Biller and Payment Poster, Medical Billing Management, 2016-2018

Responsible for coding, billing, and collections across Medicare, Medicaid, and commercial insurers. Specific duties included:

- Payment Posting and daily balancing of electronic and paper check payments
- Invoicing within several computer systems; ensured accuracy of input information
- Payment processing, including addressing patient questions concerning their bills

Professional Biller & Coder, Mobile Imaging, 2015
Provided ICD-10 radiology coding and billing services for mobile imaging service across Medicare, Medicaid, and commercial payers. Specific responsibilities included:

- Extracting diagnosis from medical records and ensure CMS guidelines were adhered to
- Skilled and Non-Skilled Census assignment
- Hospice Billing

Professional Biller, Coder, and Follow Up Specialist, Memorial Mission Surgery Center, 2013-2014
Provided ICD-9 billing and coding services, handled denials management, and participated in collections efforts. Specific responsibilities included:

- ICD-9 coding and claims submissions, including GI coding
- Insurance follow-up
    - Appeals
    - Refunds
    - Patients Calls
    - Patient payments
- Personal Assistant to CEO for special projects, including managing insurance contracts

Professional Biller & Coder, In Good Health, 2008-2012
Provided ICD-9 coding, follow up, auditing, and payment posting services, including:

- Physician Billing
    - Nursing Home (skilled and non-skilled services)
    - Home Visits
    - Clinic visits
- Appeals and refunds

EDUCATION

Diploma and National Health Association (NHA) Certification in Professional Billing and Coding Services, Virginia College
Associate of Science degree in General Health Science Studies, Florida Hospital College of Health Science

CREDENTIALS

CPC Certification, American Academy of Professional Coders (AAPC), 2008-current
AAPC Certification in ICD-10 Compliance, 2015-current



AAPC

Hereby confers upon

Pamela G Green

the title of

Certified Professional Coder™

For having satisfied all the requirements and having successfully passed the examination given by AAPC.

In witness whereof, this certificate is granted by authority of AAPC

this month of December, in the year two thousand eight.

President, National Advisory Board

CEO

Exhibit A

Exhibit B

CARSON CITY
DEPARTMENT OF HEALTH AND HUMAN SERVICES

BUSINESS ASSOCIATE ADDENDUM

(DATES HERE)

BETWEEN
City of Carson DBA CARSON CITY HEALTH AND HUMAN SERVICES
Herein after referred to as the "Covered Entity"

and

AE Insurance LLC, doing business as American Exchange
Herein after referred to as the "Business Associate"

PURPOSE. In order to comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, Public Law 104-191, and the Health Information Technology for Economic and Clinical Health (HITECH) Act of 2009, Public Law 111-5 this Addendum is hereby added and made part of the Contract between the Covered Entity and the Business Associate. This Addendum establishes the obligations of the Business Associate and the Covered Entity as well as the permitted uses and disclosures by the Business Associate of protected health information it may possess by reason of the Contract. The Covered Entity and the Business Associate shall protect the privacy and provide for the security of protected health information disclosed to the Business Associate pursuant to the Contract and in compliance with HIPAA, the HITECH Act, and regulation promulgated there under by the U.S. Department of Health and Human Services ("HIPAA Regulations") and other applicable laws.

WHEREAS, the Business Associate will provide certain services to the Covered Entity, and, pursuant to such arrangement, the Business Associate is considered a business associate of the Covered Entity as defined in HIPAA Regulations; and

WHEREAS, Business Associate may have access to and/or create, receive, maintain or transmit certain protected health information from or on behalf of the Covered Entity, in fulfilling its responsibilities under such arrangement; and

WHEREAS, HIPAA Regulations require the Covered Entity to enter into a contract containing specific requirements of the Business Associate prior to the disclosure of protected health information; and

THEREFORE, in consideration of the mutual obligations below and the exchange of information pursuant to this Addendum and to protect the interests of both Parties, the Parties agree to all provisions of this Addendum.

I. DEFINITIONS. The following terms in this Addendum shall have the same meaning as those terms in the HIPAA Regulations: Breach, Data Aggregation, Designated Record Set, Disclosure, Electronic Health Record, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Subcontractor, Unsecured Protected Health Information, and Use.

1. **Business Associate** shall mean the name of the organization or entity listed above and shall have the meaning given to the term under the Privacy and Security Rule and the HITECH Act. For full definition refer to 45 CFR 160.103.
2. **Contract** shall refer to this Addendum and that particular Contract to which this Addendum is made a part.
3. **Covered Entity** shall mean the name of the Division listed above and shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to 45 CFR 160.103.
4. **Parties** shall mean the Business Associate and the Covered Entity.

II. OBLIGATIONS OF THE BUSINESS ASSOCIATE

1. **Access to Protected Health Information.** The Business Associate will provide, as directed by the Covered Entity or an individual, access to inspect or obtain a copy of protected health information about the individual that is maintained in a designated record set by the Business Associate or its agents or subcontractors, in order to meet the requirements of HIPAA Regulations. If the Business Associate maintains an electronic health record, the Business Associate, its agents or subcontractors shall provide such information in electronic format to enable the Covered Entity to fulfill its obligations under HIPAA Regulations.
2. **Access to Records.** The Business Associate shall make its internal practices, books and records relating to the use and disclosure of protected health information available to the Covered Entity and to the Secretary for purposes of determining Business Associate's compliance with HIPAA Regulations.
3. **Accounting of Disclosures.** Upon request, the Business Associate and its agents or subcontractors shall make available to the Covered Entity or the individual information required to provide an accounting of disclosures in accordance with HIPAA Regulations.
4. **Agents and Subcontractors.** The Business Associate must ensure all agents and subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree in writing to the same restrictions and conditions that apply to the Business Associate with respect to such information. The Business Associate must implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation as outlined under HIPAA Regulations.
5. **Amendment of Protected Health Information.** The Business Associate will make available protected health information for amendment and incorporate any amendments in the designated record set maintained by the Business Associate or its agents or subcontractors, as directed by the Covered Entity or an individual, in order to meet the requirements of HIPAA Regulations.
6. **Audits, Investigations, and Enforcement. If the data provided or created through the execution of the Contract** becomes the subject of an audit, compliance review, or complaint investigation by the Office of Civil Rights or any other federal or state oversight agency, the Business Associate shall notify the Covered Entity immediately and provide the Covered Entity with a copy of any protected health information that the Business Associate provides to the Secretary or other federal or state oversight agency concurrently, to the extent that it is permitted to do so by law. The Business Associate and individuals associated with the Business Associate are solely responsible for all civil and criminal penalties assessed as a result of an audit, breach or violation of HIPAA Regulations.
7. **Breach or Other Improper Access, Use or Disclosure Reporting.** The Business Associate must report to the Covered Entity, in writing, any access, use or disclosure of protected health information not permitted by the Contract, Addendum or HIPAA Regulations by Business Associate or its agents or subcontractors. The Covered Entity must be notified immediately upon discovery or the first day such breach or suspected breach is known to the Business Associate or by exercising reasonable diligence would have been known by the Business Associate in accordance with HIPAA Regulations. In the event of a breach or suspected breach of protected health information, the report to the Covered Entity must be in writing and include the following: a brief description of the incident; the date of the incident; the date the incident was discovered by the Business Associate; a thorough description of the unsecured protected health information that was involved in the incident; the number of individuals whose protected health information was involved in the incident; and the steps the Business Associate or its agent or subcontractor is taking to investigate the incident and to protect against further incidents. The Covered Entity will determine if a breach of unsecured protected health information has occurred and will notify the Business Associate of the determination. If a breach of unsecured protected health information is determined, the Business Associate must take prompt corrective action to cure any such deficiencies and mitigate any significant harm that may have occurred to individual(s) whose information was disclosed inappropriately.
8. **Breach Notification Requirements.** If the Covered Entity determines a breach of unsecured protected health information by the Business Associate, or its agents or subcontractors has occurred, the Business Associate will be responsible for notifying the individuals whose unsecured protected health information was breached in accordance with HIPAA Regulations.

The Business Associate must provide evidence to the Covered Entity that appropriate notifications to individuals and/or media, when necessary, as specified in HIPAA Regulations has occurred. The Business Associate is responsible for all costs associated with notification to individuals, the media or others as well as costs associated with mitigating future breaches. The Business Associate must notify the Secretary of all breaches in accordance with HIPAA Regulations and must provide the Covered Entity with a copy of all notifications made to the Secretary.

9. **Breach Pattern or Practice by Covered Entity.** Pursuant to HIPAA Regulations, if the Business Associate knows of a pattern of activity or practice of the Covered Entity that constitutes a material breach or violation of the Covered Entity's obligations under the Contract or Addendum, the Business Associate must immediately report the problem to the Secretary.
10. **Data Ownership.** The Business Associate acknowledges that the Business Associate or its agents or subcontractors have no ownership rights with respect to the protected health information it creates, receives or maintains, or otherwise holds, transmits, uses or discloses.
11. **Litigation or Administrative Proceedings.** The Business Associate shall make itself, any subcontractors, employees, or agents assisting the Business Associate in the performance of its obligations under the Contract or Addendum, available to the Covered Entity, at no cost to the Covered Entity, to testify as witnesses, or otherwise, in the event litigation or administrative proceedings are commenced against the Covered Entity, its administrators or workforce members upon a claimed violation by Business Associate of HIPAA Regulations or other laws relating to security and privacy.
12. **Minimum Necessary.** The Business Associate and its agents and subcontractors shall request, use and disclose only the minimum amount of protected health information necessary to accomplish the purpose of the request, use or disclosure in accordance with HIPAA Regulations.
13. **Policies and Procedures.** The Business Associate must adopt written privacy and security policies and procedures and documentation standards to meet the requirements of HIPAA Regulations.
14. **Privacy and Security Officer(s).** The Business Associate must appoint Privacy and Security Officer(s) whose responsibilities shall include: monitoring the Privacy and Security compliance of the Business Associate; development and implementation of the Business Associate's HIPAA Privacy and Security policies and procedures; establishment of Privacy and Security training programs; and development and implementation of an incident risk assessment and response plan in the event the Business Associate sustains a breach or suspected breach of protected health information.
15. **Safeguards.** The Business Associate must implement safeguards as necessary to protect the confidentiality, integrity and availability of the protected health information the Business Associate creates, receives, maintains, or otherwise holds, transmits, uses or discloses on behalf of the Covered Entity. Safeguards must include administrative safeguards (e.g., risk analysis and designation of security official), physical safeguards (e.g., facility access controls and workstation security), and technical safeguards (e.g., access controls and audit controls) to the confidentiality, integrity and availability of the protected health information, in accordance with HIPAA Regulations. Technical safeguards must meet the standards set forth by the guidelines of the National Institute of Standards and Technology (NIST). The Business Associate agrees to only use, or disclose protected health information as provided for by the Contract and Addendum and to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate, of a use or disclosure, in violation of the requirements of this Addendum as outlined in HIPAA Regulations.
16. **Training.** The Business Associate must train all members of its workforce on the policies and procedures associated with safeguarding protected health information. This includes, at a minimum, training that covers the technical, physical and administrative safeguards needed to prevent inappropriate uses or disclosures of protected health information; training to prevent any intentional or unintentional use or disclosure that is a violation of HIPAA Regulations; and training that emphasizes the criminal and civil penalties related to HIPAA breaches or inappropriate uses or disclosures of protected health information. Workforce training of new employees must be completed within 30 days of the date of hire and all employees must be trained at least annually. The Business Associate must maintain written records for a period of six years. These records must document each employee that received training and the date the training was provided or received.

17. **Use and Disclosure of Protected Health Information.** The Business Associate must not use or further disclose protected health information other than as permitted or required by the Contract or as required by law. The Business Associate must not use or further disclose protected health information in a manner that would violate the requirements of HIPAA Regulations.

III. PERMITTED AND PROHIBITED USES AND DISCLOSURES BY THE BUSINESS ASSOCIATE

The Business Associate agrees to these general use and disclosure provisions:

1. **Permitted Uses and Disclosures:**
   a. Except as otherwise limited in this Addendum, the Business Associate may use or disclose protected health information to perform functions, activities, or services for, or on behalf of, the Covered Entity as specified in the Contract, provided that such use or disclosure would not violate HIPAA Regulations, if done by the Covered Entity.
   b. Except as otherwise limited in this Addendum, the Business Associate may use or disclose protected health information received by the Business Associate in its capacity as a Business Associate of the Covered Entity, as necessary, for the proper management and administration of the Business Associate, to carry out the legal responsibilities of the Business Associate, as required by law or for data aggregation purposes in accordance with HIPAA Regulations.
   c. Except as otherwise limited by this Addendum, if the Business Associate discloses protected health information to a third party, the Business Associate must obtain, prior to making such disclosure, reasonable written assurances from the third party that such protected health information will be held confidential pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to the third party. The written agreement from the third party must include requirements to immediately notify the Business Associate of any breaches of confidentiality of protected health information to the extent it has obtained knowledge of such breach.
   d. The Business Associate may use or disclose protected health information to report violations of law to appropriate federal and state authorities, consistent with HIPAA Regulations.
2. **Prohibited Uses and Disclosures:**
   a. Except as otherwise limited in this Addendum, the Business Associate shall not disclose protected health information to a health plan for payment or health care operations purposes if the patient has required this special restriction, and has paid out of pocket in full for the health care item or service to which the protected health information relates in accordance with HIPAA Regulations.
   b. The Business Associate shall not directly or indirectly receive remuneration in exchange for any protected health information, unless the Covered Entity obtained a valid authorization, in accordance with HIPAA Regulations that includes a specification that protected health information can be exchanged for remuneration.

IV. OBLIGATIONS OF THE COVERED ENTITY

1. The Covered Entity will inform the Business Associate of any limitations in the Covered Entity's Notice of Privacy Practices in accordance with HIPAA Regulations, to the extent that such limitation may affect the Business Associate's use or disclosure of protected health information.
2. The Covered Entity will inform the Business Associate of any changes in, or revocation of, permission by an individual to use or disclose protected health information, to the extent that such changes may affect the Business Associate's use or disclosure of protected health information.
3. The Covered Entity will inform the Business Associate of any restriction to the use or disclosure of protected health information that the Covered Entity has agreed to in accordance with HIPAA Regulations, to the extent that such restriction may affect the Business Associate's use or disclosure of protected health information.
4. Except in the event of lawful data aggregation or management and administrative activities, the Covered Entity shall not request the Business Associate to use or disclose protected health information in any manner that would not be permissible under HIPAA Regulations, if done by the Covered Entity.

V. TERM AND TERMINATION

1. **Effect of Termination:**
   a. Except as provided in paragraph (b) of this section, upon termination of this Addendum, for any reason, the Business Associate will return or destroy all protected health information received from the Covered Entity or created, maintained, or received by the Business Associate on behalf of the Covered Entity that the Business Associate still maintains in any form and the Business Associate will retain no copies of such information.
   b. If the Business Associate determines that returning or destroying the protected health information is not feasible, the Business Associate will provide to the Covered Entity notification of the conditions that make return or destruction infeasible. Upon a mutual determination that return or destruction of protected health information is infeasible, the Business Associate shall extend the protections of this Addendum to such protected health information and limit further uses and disclosures of such protected health information to those purposes that make return or destruction infeasible, for so long as the Business Associate maintains such protected health information.
   c. These termination provisions will apply to protected health information that is in the possession of subcontractors, agents or employees of the Business Associate.
2. **Term**. The Term of this Addendum shall commence as of the effective date of this Addendum herein and shall extend beyond the termination of the contract and shall terminate when all the protected health information provided by the Covered Entity to the Business Associate, or accessed, maintained, created, retained, modified, recorded, stored or otherwise held, transmitted, used or disclosed by the Business Associate on behalf of the Covered Entity, is destroyed or returned to the Covered Entity, or if it is not feasible to return or destroy the protected health information, protections are extended to such information, in accordance with the termination.
3. **Termination for Breach of Contract.** The Business Associate agrees that the Covered Entity may immediately terminate the Contract if the Covered Entity determines that the Business Associate has violated a material part of this Addendum.

VI. MISCELLANEOUS

1. **Amendment.** The parties agree to take such action as is necessary to amend this Addendum from time to time for the Covered Entity to comply with all the requirements of HIPAA Regulations.
2. **Clarification.** This Addendum references the requirements of HIPAA Regulations, as well as amendments and/or provisions that are currently in place and any that may be forthcoming.
3. **Indemnification.** Each party will indemnify and hold harmless the other party to this Addendum from and against all claims, losses, liabilities, costs and other expenses incurred as a result of, or arising directly or indirectly out of or in conjunction with:
   a. Any misrepresentation, breach of warranty or non-fulfillment of any undertaking on the part of the party under this Addendum; and
   b. Any claims, demands, awards, judgments, actions, and proceedings made by any person or organization arising out of or in any way connected with the party's performance under this Addendum.
4. **Interpretation**. The provisions of this Addendum shall prevail over any provisions in the Contract that any conflict or appear inconsistent with any provision in this Addendum. This Addendum and the Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA Regulations. The parties agree that any ambiguity in this Addendum shall be resolved to permit the Covered Entity and the Business Associate to comply with HIPAA Regulations.
5. **Regulatory Reference.** A reference in this Addendum to HIPAA Regulations means the sections as in effect or as amended.
6. **Survival**. The respective rights and obligations of Business Associate under Effect of Termination of this Addendum shall survive the termination of this Addendum.

IN WITNESS WHEREOF, the Business Associate and the Covered Entity have agreed to the terms of the above written agreement as of the effective date set forth below.

COVERED ENTITY	**BUSINESS ASSOCIATE**
Carson City Health & Human Services (Business Name)	AE Insurance LLC, dba American Exchange (Business Name)
900 E. Long Street (Business Address)	605 Chestnut Street, Suite 1210 (Business Address)
Carson City, NV 89706 (City, State and Zip Code)	Chattanooga, TN 37450 (City, State and Zip Code)
775-887-2190 (Business Phone Number)	888.995.1674 (Business Phone Number)
	423.567.1075 (Business FAX Number)
(Authorized Signature)	Andrew Hetzler (Authorized Signature)
(Print Name)	Andrew Hetzler (Print Name)
(Title)	Chief Executive Officer (Title)
(Date)	October 26, 2022 (Date)

STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** January 5, 2023

Staff Contact: Carol Akers, Purchasing and Contracts Administrator and Darren Schulz, Public Works Director

Agenda Title: For Possible Action: Discussion and possible action regarding a proposed $50,000 increase in purchase authority, beyond the existing $100,000 in purchase authority, resulting in a new not to exceed amount of $150,000, with Badger Meter Inc. ("Badger") for Fiscal Year ("FY") 2023 for Badger water meters and parts. (Carol Akers, Cakers@carson.org and Eddy Quaglieri, Equaglieri@carson.org)

Staff Summary: Carson City provides and maintains water meters for residents, the cost of which is offset by utility connection fees. The Water Utility Division ("Division") of the Carson City Department of Public Works monitors most of its water meters with the Orion Automatic Meter Reading System ("Orion System"), which is designed to be compatible with only Badger meters and parts. The Division expects to expend an additional $50,000 on Badger meters and parts in FY 2023 and therefore seeks approval for an additional $50,000 in purchase authority.

Agenda Action: Formal Action / Motion **Time Requested:** Consent

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Proposed Motion
I move to approve the increase in purchase authority, as presented.

Board's Strategic Goal
Efficient Government

Previous Action
July 7, 2022 (Item 9D): The Board of Supervisors approved the annual authorization for the purchase of water meters and related parts from Badger for a not to exceed amount of $100,000 through FY 2023.

Background/Issues & Analysis
The Division seeks this $50,000 increase due to new growth, and keeping up with inventory from previous years of growth, which has increased the City's need for Badger water meters and related parts. There have also been purchases of larger specialty meters for the Lompa Ranch project. This is all on top of the normal yearly replacements.

Badger meters and parts are necessary to maintain compatibility with the City's existing Orion System; therefore, this purchase is not adapted to competitive bidding.

Applicable Statute, Code, Policy, Rule or Regulation
NRS 332.115(1)(a), (c) and (d)

Financial Information

Is there a fiscal impact? Yes

If yes, account name/number: Water Fund Water Meters & Service Account 5203502-500449

Is it currently budgeted? Yes

Explanation of Fiscal Impact: If approved, the account will be reduced by a not to exceed amount of $150,000 for FY 2023. The available budget is $153,213.

Alternatives
Do not approve purchase increase authority and/or provide alternative direction to staff.

Attachments:
Badger Meter Sole Source Letter.pdf

EXTENSION YEAR 3-ALL METERS (070122 TO 063023).pdf

Board Action Taken:

Motion: _____	1) _____	Aye/Nay
	2) _____	_____
		_____
		_____
		_____
		_____

_____
(Vote Recorded By)

Badger Meter

4545 W Brown Deer Road
PO Box 245036
Milwaukee, Wisconsin 53224-9536
414-355-0400 | 800-876-3837
www.badgermeter.com

January 18, 2022

Mr. Eddy Quaglieri, Water Utility Manager
Public Works Department
3505 Butti Way
Carson City, NV 89701

RE: Sole Source Letter

Dear Mr. Quaglieri:

This correspondence confirms that Badger Meter is the sole authorized manufacturer of Badger Meter products for the state of Nevada.

In the event you have any questions regarding this correspondence, we can be reached by telephone at 800-876-3837 ext. 17237 or via email at bids@badgermeter.com.

Sincerely,

BADGER METER, INC.

Charla D. Dury
Assistant Secretary and Proposal Lead

Badger Meter

Domestic Quotation
Quotation No. 3381723

4545 W Brown Deer Road Milwaukee WI 53223
PO Box 245036 Milwaukee WI 53224-9536
Phone: 800-876-3837 Fax: 888-371-5982

Created Date 11-05-2020

Customer ID 00270129

To

CARSON CITY UTILITIES
3505 BUTTI WAY
CARSON CITY
Nevada 897013498

Effective Dates 07-01-2022 - 06-30-2023

Salesperson	Proposal Subject	Shipping Terms / INCO Terms	Payment Terms
007469 M. Brian Helphand	EXTENSION YEAR 3 - ALL METERS (7/1/22 TO 6/30/23)	CPT DESTINATION	NET 30 DAYS

Line #	Description	Qty	Unit Net Price USD	Line Totals USD
1	**BMI Part No.**: **100-6269** **Cat String**: DS-BAB-PP1P-XXD3-Y2-XXXX-XXXXX-XXX-XX-XX-XX-XX-B0A **Description:** Disc, M25 5/8"(3/4x7-1/2), PL Btm 430SS-1, PL, SN Yr 9D & PBB, BMI STD,	1	57.37	57.37
2	**BMI Part No.**: **101-6358** **Cat String**: R4-BA1-M1DA-2A1-8BE-NN-AG-TH-AA-B0A **Description:** REG 4, M25, HR-E, ORION ME, PL Lid/Shrd-GRY, Slt Scrw, 8D-0.1 Gal, SN YR 9D in & out, Thru Ld Instl Kit, TT-10', Grnd/Ocean-Pause, BMI STD,	1	151.17	151.17
3	**BMI Part No.**: **101-6239** **Cat String**: DS-KCC-PC3S-XXD3-Y2-XXXX-XXXXX-XXX-XX-XX-XX-XX-B0A **Description:** Disc, 70 1"(10-3/4), CI Btm 430SS, SS, SN Yr 9D & PBB, BMI STD,	1	150.57	150.57
4	**BMI Part No.**: **102-2615** **Cat String**: R4-KC1-M1DA-2A1-8BE-NN-AG-TH-AA-B0A **Description:** REG 4, M70, HR-E, ORION ME, PL Lid/Shrd-GRY, Slt Scrw, 8D-0.1 Gal, SN YR 9D in & out, Thru Ld Instl Kit, TT-10', Grnd/Ocean-Pause, BMI STD,	1	151.17	151.17
5	**BMI Part No.**: **100-8063** **Cat String**: DS-NDB-PTNS-XXD3-Y2-XXXX-XXXXX-XXX-XX-XX-XX-XX-B0A **Description:** Disc, M120 1-1/2"-ELL Dr w/TP, 316SS, SS, SN Yr 9D & PBB, BMI STD,	1	351.42	351.42

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Line #	Description	Qty	Unit Net Price USD	Line Totals USD
6	**BMI Part No.**: **100-9180** **Cat String**: R4-ND1-M1DA-2A1-8CE-NN-AG-TH-AA-B0A **Description:** REG 4, M120, HR-E, ORION ME, PL Lid/Shrd-GRY, Slt Scrw, 8D-1 Gal, SN YR 9D in & out, Thru Ld Instl Kit, TT-10', Grnd/Ocean-Pause, BMI STD,	1	158.72	158.72
7	**BMI Part No.**: **100-8065** **Cat String**: DS-REB-PTNS-XXD3-Y2-XXXX-XXXXX-XXX-XX-XX-XX-XX-B0A **Description:** Disc, M170 2"-ELL Dr w/TP, 316SS, SS, SN Yr 9D & PBB, BMI STD,	1	530.09	530.09
8	**BMI Part No.**: **100-9183** **Cat String**: R4-RD1-M1DA-2A1-8CE-NN-AG-TH-AA-B0A **Description:** REG 4, M170- 2", HR-E, ORION ME, PL Lid/Shrd-GRY, Slt Scrw, 8D-1 Gal, SN YR 9D in & out, Thru Ld Instl Kit, TT-10', Grnd/Ocean-Pause, BMI STD,	1	158.72	158.72
9	**BMI Part No.**: **100-6372** **Cat String**: TS-TDF-PT1-XX-X-T1-Y2-XXXX-XXXXX-XXX-XX-XX-XX-XX-B0A **Description:** TSM, 1-1/2" EL w/TP Intg Stnr, 316SS-1, SN Yr 9D & PBB, BMI STD,	1	829.91	829.91
10	**BMI Part No.**: **102-9184** **Cat String**: R4-TD1-M1DA-2A1-6EE-NN-AG-TH-AA-B0A **Description:** REG 4, 1-1/2"TSM, HR-E, ORION ME, PL Lid/Shrd-GRY, Slt Scrw, 6D-100 Gal, SN YR 9D in & out, Thru Ld Instl Kit, TT-10', Grnd/Ocean-Pause, BMI STD,	1	197.58	197.58
11	**BMI Part No.**: **100-6375** **Cat String**: TS-TEJ-PT1-XX-X-T1-Y2-XXXX-XXXXX-XXX-XX-XX-XX-XX-B0A **Description:** TSM, 2" EL w/TP Intg Stnr, 316SS-1, SN Yr 9D & PBB, BMI STD,	1	884.78	884.78
12	**BMI Part No.**: **105-8294** **Cat String**: R4-TE1-M1DA-2A1-8CE-NN-AG-TH-AA-B0A **Description:** REG 4, 2"TSM, HR-E, ORION ME, PL Lid/Shrd-GRY, Slt Scrw, 8D-1 Gal, SN YR 9D in and out, Thru Ld Instl Kit, TT-10', Grnd/Ocean-Pause, BMI STD,	1	197.58	197.58
13	**BMI Part No.**: **100-7206** **Cat String**: TS-TFK-PT1-XX-X-T1-Y2-XXXX-XXXXX-XXX-XX-XX-XX-XX-B0A **Description:** TSM, 3" Rnd w/TP Intg Stnr, 316SS-1, SN Yr 9D & PBB, BMI STD,	1	1,162.53	1,162.53

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Line #	Description	Qty	Unit Net Price USD	Line Totals USD
14	**BMI Part No.**: **104-1338** **Cat String**: R4-TF1-M1DA-2A1-8CE-NN-AG-TH-AA-B0A **Description:** REG 4, 3"TSM, HR-E, ORION ME, PL Lid/Shrd-GRY, Slt Scrw, 8D-1 Gal, SN YR 9D in & out, Thru Ld Instl Kit, TT-10', Grnd/Ocean-Pause, BMI STD,	1	197.58	197.58
15	**BMI Part No.**: **100-6076** **Cat String**: TS-TGK-PT1-XX-X-T1-Y2-XXXX-XXXXX-XXX-XX-XX-XX-XX-B0A **Description:** TSM, 4" Rnd w/TP Intg Stnr, 316SS-1, SN Yr 9D & PBB, BMI STD,	1	1,268.19	1,268.19
16	**BMI Part No.**: **105-8295** **Cat String**: R4-TG1-M1DA-2A1-8CE-NN-AG-TH-AA-B0A **Description:** REG 4, 4"TSM, HR-E, ORION ME, PL Lid/Shrd-GRY, Slt Scrw, 8D-1 Gal, SN YR 9D in and out, Thru Ld Instl Kit, TT-10', Grnd/Ocean-Pause, BMI STD,	1	197.58	197.58
17	**BMI Part No.**: **100-6284** **Cat String**: TS-THB-PT1-XX-X-T1-Y2-XXXX-XXXXX-XXX-XX-XX-XX-XX-B0A **Description:** TSM, 6" Rnd w/TP, 316SS-1, SN Yr 9D & PBB, BMI STD,	1	3,189.35	3,189.35
18	**BMI Part No.**: **105-8296** **Cat String**: R4-TH1-M1DA-2A1-8DE-NN-AG-TH-AA-B0A **Description:** REG 4, 6"TSM, HR-E, ORION ME, PL Lid/Shrd-GRY, Slt Scrw, 8D-10 Gal, SN YR 9D in and out, Thru Ld Instl Kit, TT-10', Grnd/Ocean-Pause, BMI STD,	1	197.58	197.58
19	**BMI Part No.**: **100-7272** **Cat String**: TS-TJB-PT2-XX-X-T1-Y2-XXXX-XXXXX-XXX-XX-XX-XX-XX-B0A **Description:** TSM, 8" Rnd w/TP, 316SS-2, SN Yr 9D & PBB, BMI STD,	1	3,613.97	3,613.97
20	**BMI Part No.**: **103-0168** **Cat String**: R4-TJ1-M1DA-2B1-8DE-NN-AG-TH-AA-B0A **Description:** REG 4, 8"TSM, HR-E, ORION ME, PL Lid/Shrd-GRY, Trx Scrw, 8D-10 Gal, SN YR 9D in & out, Thru Ld Instl Kit, TT-10', Grnd/Ocean-Pause, BMI STD,	1	197.58	197.58
21	**BMI Part No.**: **101-4150** **Cat String**: CS-CFA-P-T4XX-X-C1-Y2-XXXX-XXXXX-XX-XX-X-XX-XX-XX-XX-B0A **Description:** CSM, 3" Rnd w/TP, 316SS-4, SN Yr 9D & PBB, BMI STD,	1	1,879.12	1,879.12

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Line #	Description	Qty	Unit Net Price USD	Line Totals USD
22	**BMI Part No.**: **105-8352** **Cat String**: R4-CF2-M1DA-2A1-8BE-NN-AG-TH-AA-B0A **Description:** REG 4, 3"CSM LO, HR-E, ORION ME, PL Lid/Shrd-GRY, Slt Scrw, 8D-0.1 Gal, SN YR 9D in and out, Thru Ld Instl Kit, TT-10', Grnd/Ocean-Pause, BMI STD,	1	216.77	216.77
23	**BMI Part No.**: **105-8353** **Cat String**: R4-CF3-M1DA-2A1-8CE-NN-AG-TH-AA-B0A **Description:** REG 4, 3"CSM HI, HR-E, ORION ME, PL Lid/Shrd-GRY, Slt Scrw, 8D-1 Gal, SN YR 9D in and out, Thru Ld Instl Kit, TT-10', Grnd/Ocean-Pause, BMI STD,	1	216.77	216.77
24	**BMI Part No.**: **103-5763** **Cat String**: CS-CGA-P-T4XX-X-C1-Y2-XXXX-XXXXX-XX-XX-X-XX-XX-XX-XX-B0A **Description:** CSM, 4" Rnd w/TP, 316SS-4, SN Yr 9D & PBB, BMI STD,	1	3,253.96	3,253.96
25	**BMI Part No.**: **105-8354** **Cat String**: R4-CG2-M1DA-2A1-8BE-NN-AG-TH-AA-B0A **Description:** REG 4, 4"CSM LO, HR-E, ORION ME, PL Lid/Shrd-GRY, Slt Scrw, 8D-0.1 Gal, SN YR 9D in and out, Thru Ld Instl Kit, TT-10', Grnd/Ocean-Pause, BMI STD,	1	216.77	216.77
26	**BMI Part No.**: **105-8355** **Cat String**: R4-CG3-M1DA-2A1-8CE-NN-AG-TH-AA-B0A **Description:** REG 4, 4"CSM HI, HR-E, ORION ME, PL Lid/Shrd-GRY, Slt Scrw, 8D-1 Gal, SN YR 9D in and out, Thru Ld Instl Kit, TT-10', Grnd/Ocean-Pause, BMI STD,	1	216.77	216.77
27	**BMI Part No.**: **103-1905** **Cat String**: CS-CHA-P-T4XX-X-C1-Y2-XXXX-XXXXX-XX-XX-X-XX-XX-XX-XX-B0A **Description:** CSM, 6" Rnd w/TP, 316SS-4, SN Yr 9D & PBB, BMI STD,	1	4,858.21	4,858.21
28	**BMI Part No.**: **105-8357** **Cat String**: R4-CH2-M1DA-2A1-8BE-NN-AG-TH-AA-B0A **Description:** REG 4, 6"CSM LO, HR-E, ORION ME, PL Lid/Shrd-GRY, Slt Scrw, 8D-0.1 Gal, SN YR 9D in and out, Thru Ld Instl Kit, TT-10', Grnd/Ocean-Pause, BMI STD,	1	216.77	216.77
29	**BMI Part No.**: **105-8358** **Cat String**: R4-CH3-M1DA-2A1-8DE-NN-AG-TH-AA-B0A **Description:** REG 4, 6"CSM HI, HR-E, ORION ME, PL Lid/Shrd-GRY, Slt Scrw, 8D-10 Gal, SN YR 9D in and out, Thru Ld Instl Kit, TT-10', Grnd/Ocean-Pause, BMI STD,	1	216.77	216.77

Thank you for your business!

Estimated ship dates subject to change based upon component availability, as a result of global supply chain constraints, or credit review.
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Line #	Description	Qty	Unit Net Price USD	Line Totals USD
30	**BMI Part No.**: **100-6311** **Cat String**: SB-SFA-PTNAX **Description:** Plte Strnr Brz, 3" Rnd w/DP, 316SS, SS Stds-Nuts/Std Blk Gskt,	1	528.50	528.50
31	**BMI Part No.**: **100-6312** **Cat String**: SB-SGA-PTNAX **Description:** Plte Strnr Brz, 4" Rnd w/ DP, 316SS, SS Stds-Nuts/Std Blk Gskt,	1	705.00	705.00
32	**BMI Part No.**: **100-6146** **Cat String**: SB-SHA-PTNAX **Description:** Plte Strnr Brz, 6" Rnd w/DP, 316SS, SS Stds-Nuts/Std Blk Gskt,	1	891.45	891.45
33	**BMI Part No.**: **100-6680** **Cat String**: SS-SJA-PZNEX **Description:** Stl Strnr, 8" Rnd w/DP, Zinc Pltd, Znc Pltd Blts-Nuts/Std Blk Gskt,	1	1,539.23	1,539.23
34	**BMI Part No.**: **103-2934** **Cat String**: HM-HFE-P-T1-XX-XX-X-T1-H9-L1-XX-8A2X-1L1-ENN-XX-XX-XX-B0A **Description:** Fire Hydrant, 3" AL Red, 316SS-1, SN Yr 9D Head, Local, Lck Brz Lid/ shrd, Slt Scrw, Street read, Gal, SN YR 9D in & out, BMI STD,	1	781.49	781.49
35	**BMI Part No.**: **103-5898** **Cat String**: HM-HFE-P-T1-SA-SA-X-T1-H9-L1-XX-8A2X-1L1-ENN-XX-XX-XX-B0A **Description:** Fire Hydrant, 3" AL Red, 316SS-1, 3 1/2 -7 1/2 NH STD, 3 1/2 - 7 1/2 NH STD, SN Yr 9D Head, Local, Lck Brz Lid/shrd, Slt Scrw, Street read, Gal, SN YR 9D in & out, BMI STD,	1	862.00	862.00
36	**BMI Part No.**: **33334-023** **Description:** CHAMB & DISC ASSY M-25 SERV SST TR	1	43.11	43.11
37	**BMI Part No.**: **33334-056** **Description:** CHAM&DISC ASSY M-35 SST-TR SER	1	81.55	81.55

Notes and Assumptions

If applicable, sales tax and freight, if included on the proposal, is an estimate and will be recalculated based on rates and tax status in effect at the time of invoicing.

Actual lead time to be provided at time of order.

To aid in processing your order, please include the Quote number on the PO that is submitted for this proposal.

Thank you for your business!

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If you would like to place an order, please contact us at Utilityorders2@badgermeter.com or by calling 1-800-876-3837.

Thank you for your business!

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Agenda Item No: 12.E

STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** January 5, 2023

Staff Contact: Carol Akers, Purchasing & Contracts Administrator and Darren Schulz, Public Works Director

Agenda Title: For Possible Action: Discussion and possible action regarding a determination that Showcase Contracting LLC ("Showcase"), is the lowest responsive and responsible bidder pursuant to Nevada Revised Statutes ("NRS") Chapter 338 and whether to award Contract No. 23300240 for the work associated with replacing the uninterruptible power supply ("UPS") equipment at the Public Safety Communication Center ("Project") to Showcase for a total amount not to exceed $285,040.01. (Carol Akers, cakers@carson.org and Randall Rice, rrice@carson.org)

Staff Summary: This Project includes remodeling the northwest corner of the Public Safety Communication Center to create additional space for UPS equipment; replacement of existing UPS equipment; new equipment installation in the newly created equipment room; and electrical and mechanical upgrades necessary to support the new equipment room. This Project will provide redundant backup power to support equipment used by dispatch staff inside the Public Safety Communication Center. The not to exceed amount of $285,040.01 comprises the base bid amount of $259,127.29, plus a 10% contingency of $25,912.72. The engineer's estimate was $300,000. This Project was approved as part of the Fiscal Year ("FY") 2022 Capital Improvement Program ("CIP").

Agenda Action: Formal Action / Motion **Time Requested:** Consent

---

Proposed Motion
I move to award the contract as presented.

Board's Strategic Goal
Sustainable Infrastructure

Previous Action
January 25, 2022 (Item 8): The 911 Surcharge Committee approved expenditure of an amount not to exceed $338,200 to construct uninterruptible power supply equipment upgrades at the Public Safety Communication Center.

July 20, 2021 (Item 6): The 911 Surcharge Committee approved expenditure of $60,000 to be used towards design of the UPS upgrades at the Public Safety Communication Center, with $39,618 of that $60,000 being carryover of unused funds from the $100,000 allocated for the needs assessment.

May 20, 2021 (Item 15B): The Board of Supervisors approved the final budget for FY 2022, including $100,000 to be used towards a needs assessment of the Public Safety Communication Center.

Background/Issues & Analysis

In 2021, the City hired PK Electrical to perform an assessment on the Public Safety Communication Center's backup power systems, redundancy of backup power systems, power distribution loading, power capacity and quality, grounding, bonding and surge suppression. One of the top priorities identified in the study was to replace the UPS units due to their inability to support the operation of the facility and provide adequate redundancy during a power outage.

This Project includes remodeling the northwest corner of the Public Safety Dispatch Center to create additional space for equipment; replacement of existing UPS equipment; new equipment installation in the newly created equipment room; and electrical and mechanical upgrades necessary to support the new equipment room. The new UPS equipment will have increased capacity to handle current and future needs, while also providing UPS unit redundancy, as each of the two newly installed UPS units has the capacity to support operations individually if the other unit were to fail.

The City pre-purchased the UPS equipment in the summer of 2022 due to challenges with material shortages causing long lead times and contractor risk. The UPS equipment has been delivered and is available to be installed by the contractor selected for this Project.

A notice to contractors regarding the opportunity to bid on this Project was published in the Reno Gazette Journal and posted on NGEM on October 25, 2022. Bids were due at 11:00 am on November 15, 2022; no bids were received. On November 17, 2022, per NRS 338.1385(7), a Notice of No Response was published to accept interested bids through December 14, 2022. Three bids were submitted.

1. Showcase Contracting LLC	$259,127.29
2. Endless Energy Electric Inc.	$335,000.00
3. Monument Construction	$613,329.00

Staff recommends award to Showcase, as the lowest responsive and responsible bidder. Many of the items of work associated with the Project are performed by trades that are in high demand. During the advertisement period, multiple contractors mentioned their struggle of finding subcontractors to provide proposals. The Carson City Department of Public Works has seen the impact of limited contractor availability across many projects and believes this is the cause for the difference between the bid proposals and lack of receiving other more competitive bids.

Applicable Statute, Code, Policy, Rule or Regulation
NRS 338.1385(7)

Financial Information
Is there a fiscal impact? Yes

If yes, account name/number: Project # P301222005
Capital Projects Fund / Facility Repair & Maintenance Account / 2872040-507010

Is it currently budgeted? Yes

Explanation of Fiscal Impact: Project # P301222005
Account 2872040-507010 will be reduced by a not to exceed amount of $285,040.01. The total project budget (Project Number P301222005) for design and construction is $370,000. The project funding available is $305,009.95.

Alternatives
Do not approve the contract and/or provide alternative direction to staff.

Attachments:
23300240 Bid Tabulation_ROA.pdf

23300240 Draft Contract.pdf

Board Action Taken:

Motion: _____ 1) _____ Aye/Nay
2) _____ _____
_____
_____
_____
_____

_____
(Vote Recorded By)

BID# 23300240 Carson City Public Safety Communications Center UPS Replacement Project

Due Date and Time of Submission 12/14/2022 @ 2:00pm

				Showcase Contracting LLC		Endless Energy Electric Inc (Oren Poliak)		Monument Construction	
Line #	**Description**	**QTY**	**UOM**	**Unit**	**Extended**	**Unit**	**Extended**	**Unit**	**Extended**
1.1	Mobilization, Demobilization, and Clean-UP	1	LS	$50,952.50	$50,952.50	$5,000.00	$5,000.00	$229,829.00	$229,829.00
1.2	Architectural Demolition and New Modifications to Equipment Room	1	LS	$48,215.89	$48,215.89	$25,000.00	$25,000.00	$5,500.00	$5,500.00
1.3	Mechnical Demolition and New Modifications to Equipment Room	1	LS	$39,869.00	$39,869.00	$35,000.00	$35,000.00	$79,000.00	$79,000.00
1.4	Install and Commission Parallel UPS's, Distribution Panels, Branch Panels, Feeders, Fire Alarm and SPD's	1	LS	$49,334.90	$49,334.90	$138,000.00	$138,000.00	$208,000.00	$208,000.00
1.5	New Feeders to Transfer Existing Panels to New UPS System	1	LS	$31,680.00	$31,680.00	$65,000.00	$65,000.00	$38,000.00	$38,000.00
1.6	Electrical Demolition, Including Existing UPS Units and Bypass Switches	1	LS	$26,725.00	$26,725.00	$45,000.00	$45,000.00	$17,000.00	$17,000.00
1.7	Startup and Testing	1	LS	$3,250.00	$3,250.00	$15,000.00	$15,000.00	$16,000.00	$16,000.00
1.8	Electrical Coordination and ARC Flash Study	1	LS	$5,850.00	$5,850.00	$3,500.00	$3,500.00	$12,000.00	$12,000.00
1.9	Record Drawings	1	LS	$3,250.00	$3,250.00	$3,500.00	$3,500.00	$8,000.00	$8,000.00
1	Schedule A: Base Bid Items	1	EA	**$259,127.29**		$335,000.00		$613,329.00	

Carson City is recommending award to Showcase Contracting LLC and is tentatively scheduled for approval and award at the January 5, 2023 Board of Supervisors meeting.

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT
Contract No: 23300240
Title: Public Safety Communications Center UPS Replacement Project

THIS CONTRACT is made and entered into this 5th day of January 2023, by and between Carson City, a consolidated municipality, a political subdivision of the State of Nevada, hereinafter referred to as **"CITY"**, and Showcase Contracting LLC, hereinafter referred to as **"CONTRACTOR".**

WITNESSETH:

WHEREAS, the Purchasing and Contracts Manager for **CITY** is authorized pursuant to Nevada Revised Statutes (hereinafter referred to as "NRS") 338 and Carson City Purchasing Resolution #1990-R71, to approve and accept this Contract as set forth in and by the following provisions; and

WHEREAS, this Contract involves a "public work," which pursuant to NRS 338.010(18) means any project for the new construction, repair or reconstruction of an applicable project financed in whole or in part from public money; and

WHEREAS, **CONTRACTOR'S** compensation under this agreement (does__) (does not __X__) utilize in whole or in part money derived from one or more federal grant funding source(s); and

WHEREAS, it is deemed necessary that the services of **CONTRACTOR** for **CONTRACT No. 23300240** and titled **Public Safety Communications Center UPS Replacement Project** (hereinafter referred to as "Contract") are both necessary and in the best interest of **CITY**; and

NOW, THEREFORE, in consideration of the aforesaid premises, and the following terms, conditions and other valuable consideration, the parties mutually agree as follows:

1. REQUIRED APPROVAL:

This Contract shall not become effective until and unless approved by the Carson City Board of Supervisors and all required documents are received and signed by all parties.

2. SCOPE OF WORK (Incorporated Contract Documents):

2.1 The parties agree that the Scope of Work will be specifically described and hereinafter referred to as the "WORK." This Contract incorporates the following attachments, and a **CONTRACTOR'S** attachment shall not contradict or supersede any **CITY** specifications and/or terms or conditions without written evidence of mutual assent to such change appearing in this Contract:

2.1.1 **CONTRACTOR** agrees that the Contract Documents for Bid No. 23300240 including, but not limited to, the Notice to Contractors, Table of Contents, Project Coordination, Instructions to Bidders, Contract Award Information, General Conditions, Special Conditions, Technical Specification, Prevailing Wages, Contract Drawings, and Addenda, if any, are intended to be complete and complementary and are intended to describe a complete WORK. These documents are incorporated herein by reference and made a part of this Contract. All of these documents can be viewed through the Carson City Website https://carson.org/bids.

2.1.2 **CONTRACTOR** additionally agrees **CONTRACTOR'S** Bid Bond, Bid Proposal, Proposal Summary, Executed Contract, Performance Bond, Labor and Material Bond, Certificate of Eligibility, Insurance Certificates, Permits, Notice of Award, Notice to Proceed and Executed Change Orders, hereinafter all referred to as **Exhibit A**, are incorporated herein and made a part of this Contract.

For P&C Use Only	
CCBL expires	_____
NVCL expires	_____
GL expires	_____
AL expires	_____
WC expires	_____

3. CONTRACT TERM AND LIQUIDATED DAMAGES:

3.1 **CONTRACTOR** agrees to complete the WORK on or before the date specified in the Notice to Proceed or any executed Change Orders to the entire satisfaction of **CITY** before final payment is made, unless sooner termination by either party as specified in **Section 6** (CONTRACT TERMINATION) and the General Conditions, Section GC 3.18.

3.2 Pursuant to the provisions under Time for Completion and Liquidated Damages in the Contract Documents of said Specifications, **CONTRACTOR** will complete the WORK within the Contract time. Since **CITY** and **CONTRACTOR** agree it is difficult to ascertain the actual amount of damages incurred due to delay of the Project, it is agreed that **CITY** will be paid the liquidated damages as specified in the Contract Special Conditions for each and every calendar day of delay in the completion of the WORK, in addition to any direct charges incurred by **CITY** as a result of delay of the Project, including engineering fees and additional damages due to late construction. **CITY** also reserves the right to deduct any amounts due **CITY** from any monies earned by **CONTRACTOR** under this Contract.

3.3 That in the performance of this Contract, **CONTRACTOR** and any subcontractors, as employers, shall pay 1 ½ times an employee's regular wage rate whenever an employee who received compensation for employment at a rate less than 1 ½ time the minimum wage who works more than forty (40) hours in any scheduled work week, more than eight (8) hours in a day, unless by mutual agreement the employee works a scheduled ten (10) hours per day for four (4) calendar days within a work week. Employers should refer to NRS 608.018, NRS 338.020 and A.O. 2013-04 for further details on overtime requirements.

4. NOTICE:

4.1 Except the bid and award process where notices may be limited to postings by **CITY** on its Bid Opportunities website (www.carson.org), all notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by e-mail, by regular mail, by telephonic facsimile with simultaneous regular mail, or by certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified below.

4.2 Notice to **CONTRACTOR** shall be addressed to:

David Perez, President
Showcase Contracting LLC
1610 Raiders Way
Henderson, NV 89052
702-561-3876
David.showcasenv@gmail.com

4.3 Notice to **CITY** shall be addressed to:

Carson City Purchasing and Contracts Department
Carol Akers, Purchasing and Contracts Administrator
201 North Carson Street, Suite 2
Carson City, NV 89701
775-283-7362 / FAX 775-887-2286
CAkers@carson.org

5. COMPENSATION:

5.1 The parties agree that **CONTRACTOR** will provide the WORK specified in the Contract for the Contract Amount of Two Hundred Fifty Nine Thousand One Hundred Twenty Seven Dollars and 29/100 ($259,127.29).

5.2 **CITY** will pay **CONTRACTOR** progress payments and the final payment computed from the actual quantities of WORK performed and accepted and the materials furnished at the Unit and Lump Sum prices shown on **CONTRACTOR'S** Bid Proposal and any executed Change Orders.

5.3 Contract Amount represents full and adequate compensation for the complete WORK, and includes the furnishing of all materials, all labor, equipment, tools, transportation, services, appliances, and all expenses, direct or indirect connected with the proper execution of the WORK. **CITY** will provide the UPS units purchased separately, to the **CONTRACTOR**.

5.4 **CITY** does not agree to reimburse **CONTRACTOR** for expenses unless otherwise specified.

6. CONTRACT TERMINATION:

6.1 Termination Without Cause:

6.1.1 Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated upon written notice by mutual consent of both parties or unilaterally by either party without cause.

6.1.2 **CITY** reserves the right to terminate this Contract for convenience whenever it considers termination, in its sole and unfettered discretion, to be in the public interest. In the event that the Contract is terminated in this manner, payment will be made for WORK actually completed. If termination occurs under this provision, in no event shall **CONTRACTOR** be entitled to anticipated profits on items of WORK not performed as of the effective date of the termination or compensation for any other item, including but not limited to, unabsorbed overhead. **CONTRACTOR** shall require that all subcontracts which it enters related to this Contract likewise contain a termination for convenience clause which precludes the ability of any subcontractor to make claims against **CONTRACTOR** for damages due to breach of contract, lost profit on items of WORK not performed, or unabsorbed overhead, in the event of a convenience termination.

6.2 Termination for Nonappropriation:

6.2.1 All payments and WORK provided under this Contract are contingent upon the availability of the necessary public funding, which may include various internal and external sources. In the event that Carson City does not acquire and appropriate the funding necessary to perform in accordance with the terms of the Contract, the Contract shall automatically terminate upon **CITY'S** notice to **CONTRACTOR** of such nonappropriation, and no claim or cause of action may be based upon any such nonappropriation.

6.3 Cause Termination for Default or Breach:

6.3.1 A default or breach may be declared with or without termination.

6.3.2 This Contract may be terminated by either party upon written notice of default or breach to the other party as follows:

6.3.2.1 If **CONTRACTOR** fails to provide or satisfactorily perform any of the conditions, WORK, deliverables, goods, or any services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or

6.3.2.2 If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by **CONTRACTOR** to provide the goods or WORK or any services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

6.3.2.3 If **CONTRACTOR** becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or

6.3.2.4 If **CITY** materially breaches any material duty under this Contract and any such breach impairs **CONTRACTOR'S** ability to perform; or

6.3.2.5 If it is found by **CITY** that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by **CONTRACTOR**, or any agent or representative of **CONTRACTOR**, to any officer or employee of **CITY** with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or

6.3.2.6 If it is found by **CITY** that **CONTRACTOR** has failed to disclose any material conflict of interest relative to the performance of this Contract.

6.3.2.7 **CITY** may terminate this Contract if **CONTRACTOR**:

6.3.2.7.1 Fails to maintain bonding, Nevada State Contractors' Board License, State Industrial Insurance requirements or insurance policies for limits as defined in this Contract; or

6.3.2.7.2 Persistently or materially refuses or fails to supply properly skilled workers or proper materials; or

6.3.2.7.3 Fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between **CONTRACTOR** and the subcontractors; or

6.3.2.7.4 Disregards laws, ordinances, or rules, regulations or order of a public authority having jurisdiction; or

6.3.2.7.5 Otherwise makes a material breach of a provision of this Contract; or

6.3.2.7.6 **CONTRACTOR** fails to maintain safe working conditions.

6.3.3 When any of the **Subsection 6.3.2.7.1 through 6.3.2.7.6, inclusive**, cause reasons exist, and without prejudice to any other rights or remedies of **CITY, CITY** may terminate this Contract at any time after giving **CONTRACTOR** and **CONTRACTOR'S** Surety seven (7) calendar days written notice of default or breach and intent to terminate and **CONTRACTOR'S** subsequent failure to timely correct as provided below, and subject to any prior rights of the Surety, **CITY** may:

6.3.3.1 Take possession of the site and of all materials, equipment, tools and construction equipment and machinery thereon owned by **CONTRACTOR**;

6.3.3.2 Accept assignment of subcontractors pursuant to this Contract (Contingent Assignment of Subcontracts to Carson City if this Contract is terminated); and

6.3.3.3 Finish the WORK by whatever reasonable method **CITY** may deem expedient.

6.3.4 If **CITY** terminates this Contract for any of the cause reasons stated in **Section 6.3**:

6.3.4.1 **CONTRACTOR** shall not be entitled to receive further payment until the WORK is finished.

6.3.4.2 If the unpaid balance of the Contract Amount exceeds the cost of finishing the WORK including expenses made necessary thereby, such excess shall be paid to **CONTRACTOR**. If the costs of finishing the WORK exceed the unpaid balance, **CONTRACTOR** shall pay the difference to **CITY**. The amount to be paid to **CONTRACTOR** or **CITY**, as the case may be, shall survive termination of this Contract.

6.3.4.3 In the event of such cause termination, all monies due **CONTRACTOR** or retained under the terms of this Contract shall be held by **CITY**, however, such holdings will not release **CONTRACTOR** or its Sureties from liability for failure to fulfill this Contract. Any excess cost over and above the Contract Amount incurred by **CITY** arising from the termination of the operations of this Contract and the completion of the WORK by **CITY** as provided above shall be paid for by any available funds held by **CITY**. **CONTRACTOR** will be so credited with any surplus remaining after all just claims for such completion have been paid.

6.4 If at any time before completion of the WORK under this Contract, the WORK shall be stopped by an injunction of a court of competent jurisdiction or by order of any competent government authority, **CITY** may give immediate notice to **CONTRACTOR** to discontinue the WORK and terminate this Contract. **CONTRACTOR** shall discontinue the WORK in such manner, sequence, and at such times as **CITY** may direct. **CONTRACTOR** shall have no claim for damages for such discontinuance or termination, nor any claim for anticipated profits on the WORK thus dispensed with, nor for any claim for penalty, nor for any other claim such as unabsorbed overhead, except for the WORK actually performed up to the time of discontinuance, including any extra WORK ordered by **CITY** to be done.

6.5 Time to Correct (Declared Default or Breach):

6.5.1 Termination upon a declared default or breach may be exercised only after providing 7 (seven) calendar days written notice of default or breach, and the subsequent failure of the defaulting or breaching party, within five (5) calendar days of providing that default or breach notice, to provide evidence satisfactory to the aggrieved party demonstrating that the declared default or breach has been corrected. Time to correct shall run concurrently with any notice of default or breach and such time to correct is not subject to any stay with respect to the nonexistence of any Notice of Termination. Untimely correction shall not void the right to termination otherwise properly noticed unless waiver of the noticed default or breach is expressly provided in writing by the aggrieved party. There shall be no time to correct with respect to any notice of termination without cause, termination for nonappropriation or termination due to court injunction or order of a competent government authority.

6.6 Winding Up Affairs Upon Termination:

6.6.1 In the event of termination of this Contract for any reason, the parties agree that the provisions of this **Subsection 6.6** survive termination:

6.6.1.1 The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination; and

6.6.1.2 **CONTRACTOR** shall satisfactorily complete WORK in progress at the agreed rate (or a pro rata basis if necessary) if so requested by **CITY**; and

6.6.1.3 **CONTRACTOR** shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by **CITY**; and

6.6.1.4 **CONTRACTOR** shall preserve, protect, and promptly deliver into **CITY** possession all proprietary information in accordance with **Section 21.**

6.7 Notice of Termination:

6.7.1 Unless otherwise specified in this Contract, termination shall not be effective until seven (7) calendar days after a party has provided written notice of default or breach, or notice of without cause termination. Notice of Termination may be given at the time of notice of default or breach, or notice of without cause termination. Notice of Termination may be provided separately at any time after the running of the 7-day notice period, and such termination shall be effective on the date the Notice of Termination is provided to the party unless a specific effective date is otherwise set forth therein. Any delay in providing a Notice of Termination after the 7-day notice period has run without a timely correction by the defaulting or breaching party shall not constitute any waiver of the right to terminate under the existing notice(s).

7. DAVIS-BACON & RELATED ACTS 29 CFR PARTS 1,3,5,6,&7 AND NRS 338.070(5):

In the event federal grant funds are used for payment of all or part of this Contract

7.1 **CONTRACTOR** shall comply with Davis-Bacon Act and NRS 338.070(5). **CONTRACTOR** and each covered contractor or subcontractor must provide a weekly statement of wages paid to each of its employees engaged in covered WORK. The statement shall be executed by **CONTRACTOR** or subcontractor or by an authorized officer or employee of **CONTRACTOR** or subcontractor who supervised the payment of wages and shall be on the "Statement of Compliance" form. **CONTRACTOR** shall submit a Statement of Compliance that is prescribed by the Nevada Labor Commissioner or contains identical wording. Per NRS 338.070(6) the records maintained pursuant to subsection 5 must be open at all reasonable hours to the inspection of the public body (the **CITY'S** representative) awarding the contract. The **CONTRACTOR** engaged on the public work or subcontractor engaged on the public work shall ensure that a copy of each record for each calendar month is received by the public body awarding the contract (the **City**) **no later than 15 days after the end of the month**.

7.2 In the event federal funds are used for payment of all or part of this Contract, **CONTRACTOR** shall submit a Statement of Compliance form WH347 or a form with identical wording and a Statement of Compliance prescribed by the Nevada Labor Commissioner **within 7 days after the regular pay date for the pay period**. The original Statements shall be delivered to Carson City Public Works, 3505 Butti Way, Carson City, Nevada 89703, attention Davis-Bacon/Federal Funding Compliance.

7.3 CERTIFIED PAYROLLS FOR DAVIS-BACON AND PREVAILING WAGE PROJECTS:

7.3.1 The higher of the Federal or local prevailing wage rates for **CITY**, as established by the Nevada Labor Commission and the Davis-Bacon Act, shall be paid for all classifications of labor on this project WORK. Should a classification be missing from the Davis-Bacon rates the **CONTRACTOR** shall complete a request of authorization for additional classification or rate form SF1444 in its entirety and submit it to the **CITY** for approval and submission to the U.S. Department of Labor. Also, in accordance with NRS 338, the hourly and daily wage rates for the State and Davis-Bacon must be posted at the work site by **CONTRACTOR**. **CONTRACTOR** shall ensure that a copy of **CONTRACTOR'S** and subcontractor's certified payrolls for each calendar week are received by **CITY**.

7.3.2 Per NRS 338.070(5) a **CONTRACTOR** engaged on a public work and each subcontractor engaged on the public work shall keep or cause to be kept:

(a) An accurate record showing, for each worker employed by the contractor or subcontractor in connection with the public work:

(1) The name of the worker;

(2) The occupation of the worker;

(3) The gender of the worker, if the worker voluntarily agreed to specify that information pursuant to subsection 4, or an entry indicating that the worker declined to specify such information;

(4) The ethnicity of the worker, if the worker voluntarily agreed to specify that information pursuant to subsection 4, or an entry indicating that the worker declined to specify such information;

(5) If the worker has a driver's license or identification card, an indication of the state or other jurisdiction that issued the license or card; and

(6) The actual per diem, wages and benefits paid to the worker; and

(b) An additional accurate record showing, for each worker employed by the contractor or subcontractor in connection with the public work who has a driver's license or identification card:

(1) The name of the worker;

(2) The driver's license number or identification card number of the worker; and

(3) The state or other jurisdiction that issued the license or card.

7.3.3 The original payroll records shall be certified and shall be submitted weekly to Carson City Public Works, 3505 Butti Way, Carson City, Nevada 89703, attention Davis-Bacon/Federal Funding Compliance. Submission of such certified payrolls shall be a condition precedent for processing the monthly progress payment. **CONTRACTOR**, as General Contractor, shall collect the wage reports from the subcontractors and ensure the receipt of a certified copy of each weekly payroll for submission to **CITY** as one complete package.

7.3.4 Pursuant to NRS 338.060 and 338.070, **CONTRACTOR** hereby agrees to forfeit, as a penalty to **CITY**, not less than Twenty Dollars ($20) nor more than Fifty Dollars ($50) for each calendar day or portion thereof that each worker employed on the Contract is paid less than the designated rate for any WORK done under the Contract, by **CONTRACTOR** or any subcontractor under him/her, or is not reported to **CITY** as required by NRS 338.070.

8. FAIR EMPLOYMENT PRACTICES:

8.1 Pursuant to NRS 338.125, Fair Employment Practices, the following provisions must be included in any contract between **CONTRACTOR** and a public body such as **CITY**:

8.1.1 ***In connection with the performance of work under this Contract, CONTRACTOR agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, gender identity, or age, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including without limitation, apprenticeship.***

8.1.2 **CONTRACTOR** further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

8.2 If the CITY was required by NRS 332.065(4) to advertise or request a proposal for this Agreement, by signing this Agreement, the CONTRACTOR provides a written certification that the CONTRACTOR is not currently engaged in, and during the Term shall not engage in, a Boycott of Israel. The term "Boycott of Israel" has the meaning ascribed to that term in Section 3 of Nevada Senate Bill 26 (2017). The CONTRACTOR shall be responsible for fines, penalties, and payment of any State of Nevada or federal funds that may arise (including those that the CITY pays, becomes liable to pay, or becomes liable to repay) as a direct result of the CONTRACTOR's non-compliance with this Section.

9. PREFERENTIAL EMPLOYMENT:

9.1 Unless, and except if, this Contract is funded in whole or in part by federal grant funding (*see* 40 C.F.R. § 31.36(c) *Competition)*, pursuant to NRS 338.130, in all cases where persons are employed in the construction of public works, preference must be given, the qualifications of the applicants being equal: (1) First: To persons who have been honorably discharged from the Army, Navy, Air Force, Marine Corps or Coast Guard of the United States, a reserve component thereof or the National Guard; and are citizens of the State of Nevada. (2) Second: To other citizens of the State of Nevada.

9.2 Unless, and except if, this Contract is funded in whole or in part by federal grant funding (*see* 40 CFR § 31.36(c) *Competition)*, in connection with the performance of WORK under this Contract, **CONTRACTOR** agrees to comply with the provisions of NRS 338.130 requiring certain preferences to be given to which persons are employed in the construction of a public work. If **CONTRACTOR** fails to comply with the provisions of NRS 338.130, pursuant to the terms of NRS 338.130(3), this Contract is void, and any failure or refusal to comply with any of the provisions of this section renders this Contract void.

10. REMEDIES:

Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorney's fees and costs. The parties agree that, in the event a lawsuit is filed and a party is awarded attorney's fees by the court, for any reason, the amount of recoverable attorney's fees shall not exceed the rate of $125 per hour. **CITY** may set off consideration against any unpaid obligation of **CONTRACTOR** to **CITY**.

11. LIMITED LIABILITY:

CITY will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise expressly provided for elsewhere in this Contract. Damages for any **CITY** breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to **CONTRACTOR**, for the fiscal year budget in existence at the time of the breach. **CONTRACTOR'S** tort liability shall not be limited.

12. FORCE MAJEURE:

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

13. INDEMNIFICATION:

13.1 To the extent permitted by law, including, but not limited to, the provisions of NRS Chapter 41, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other party from and against all liability, claims, actions, damages, losses, and expenses, including but

not limited to reasonable attorney's fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of the indemnity which would otherwise exist as to any party or person described in this Section.

13.2 Except as otherwise provided in **Subsection 13.4** below, the indemnifying party shall not be obligated to provide a legal defense to the indemnified party, nor reimburse the indemnified party for the same, for any period occurring before the indemnified party provides written notice of the pending claim(s) or cause(s) of action to the indemnifying party, along with:

13.2.1 a written request for a legal defense for such pending claim(s) or cause(s) of action; and

13.2.2 a detailed explanation of the basis upon which the indemnified party believes that the claim or cause of action asserted against the indemnified party implicates the culpable conduct of the indemnifying party, its officers, employees, and/or agents.

13.3 After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall not be obligated to fund or reimburse any fees or costs provided by any additional counsel for the indemnified party, including counsel through which the indemnified party might voluntarily choose to participate in its defense of the same matter.

13.4 After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall be obligated to reimburse the reasonable attorney's fees and costs incurred by the indemnified party during the initial thirty (30) day period of the claim or cause of action, if any, incurred by separate counsel.

14. INDEPENDENT CONTRACTOR:

14.1 **CONTRACTOR**, as an independent contractor, is a natural person, firm or corporation who agrees to perform WORK for a fixed price according to his or its own methods and without subjection to the supervision or control of the **CITY**, except as to the results of the WORK, and not as to the means by which the WORK are accomplished.

14.2 It is mutually agreed that **CONTRACTOR** is associated with **CITY** only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted WORK pursuant to this Contract. **CONTRACTOR** is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract.

14.3 Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for **CITY** whatsoever with respect to the indebtedness, liabilities, and obligations of **CONTRACTOR** or any other party.

14.4 **CONTRACTOR**, in addition to **Section 13** (INDEMNIFICATION), shall indemnify and hold **CITY** harmless from, and defend **CITY** against, any and all losses, damages, claims, costs, penalties, liabilities, expenses arising out of or incurred in any way because of, but not limited to, **CONTRACTOR'S** obligations or legal duties regarding any taxes, fees, assessments, benefits, entitlements, notice of benefits, employee's eligibility to work, to any third party, subcontractor, employee, state, local or federal governmental entity.

14.5 Neither **CONTRACTOR** nor its employees, agents, or representatives shall be considered employees, agents, or representatives of **CITY**.

15. INSURANCE REQUIREMENTS (GENERAL):

15.1 ***NOTICE: The following general insurance requirements shall apply unless these general requirements are altered by the specific requirements set forth in CITY'S solicitation for bid document, the adopted bid or other document incorporated into this Contract by the parties. These general insurance requirements do not include terms related to bond(s) required for this Contract, which are set forth in the CITY'S solicitation and below in this Contract following the execution pages.***

15.2 **CONTRACTOR**, as an independent contractor and not an employee of **CITY**, must carry policies of insurance in amounts specified and pay all taxes and fees incident hereunto. **CITY** shall have no liability except as specifically provided in this Contract.

15.3 **CONTRACTOR** shall not commence work before: (1) **CONTRACTOR** has provided the required evidence of insurance to **CITY** Purchasing and Contracts, and (2) **CITY** has approved the insurance policies provided by **CONTRACTOR**.

15.4 Prior approval of the insurance policies by **CITY** shall be a condition precedent to any payment of consideration under this Contract and **CITY'S** approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this Contract. Any failure of **CITY** to timely approve shall not constitute a waiver of the condition.

15.5 *Insurance Coverage (15.6 through 15.23)*:

15.6 **CONTRACTOR** shall, at **CONTRACTOR'S** sole expense, procure, maintain and keep in force for the duration of this Contract the following insurance conforming to the minimum requirements specified below. Unless specifically specified herein or otherwise agreed to by **CITY**, the required insurance shall be in effect prior to the commencement of work by **CONTRACTOR** and shall continue in force as appropriate until the later of:

15.6.1 Final acceptance by **CITY** of the completion of this Contract; or

15.6.2 Such time as the insurance is no longer required by **CITY** under the terms of this Contract.

15.6.3 Any insurance or self-insurance available to **CITY** under its coverage(s) shall be in excess of and non-contributing with any insurance required from **CONTRACTOR. CONTRACTOR'S** insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by **CITY**, **CONTRACTOR** shall provide **CITY** with renewal or replacement evidence of insurance no less than thirty (30) calendar days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by this Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as **CONTRACTOR** has knowledge of any such failure, **CONTRACTOR** shall immediately notify **CITY** and immediately replace such insurance or bond with an insurer meeting the requirements.

15.7 *General Insurance Requirements (15.8 through 15.23*:

15.8 **Certificate Holder:** Each certificate shall list Carson City c/o Carson City Purchasing and Contracts, 201 N. Carson Street, Suite 2, Carson City, NV 89701 as a certificate holder.

15.9 **Additional Insured:** By endorsement to the general liability insurance policy evidenced by **CONTRACTOR**, The City and County of Carson City, Nevada, its officers, employees and immune contractors shall be named as additional insureds for all liability arising from this Contract.

15.10 **Waiver of Subrogation**: Each liability insurance policy, except for professional liability, shall provide for a waiver of subrogation in favor of the City.

15.11 **Cross-Liability**: All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.

15.12 **Deductibles and Self-Insured Retentions**: Insurance maintained by **CONTRACTOR** shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by **CITY**. Such approval shall not relieve **CONTRACTOR** from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed $5,000.00 per occurrence, unless otherwise approved by **CITY**.

15.13 **Policy Cancellation**: Except for ten (10) calendar days notice for non-payment of premium, **CONTRACTOR** or its insurers must provide thirty (30) calendar days prior written notice to Carson City Purchasing and Contracts if any policy will be canceled, non-renewed or if required coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by mail to Carson City Purchasing and Contracts, 201 N. Carson Street, Suite 2, Carson City, NV 89701.

When available, each insurance policy shall be endorsed to provide thirty (30) days' notice of cancellation, except for ten (10) days' notice for non-payment of premium, to City.

15.14 **Approved Insurer**: Each insurance policy shall be issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers under federal and Nevada law and having agents in Nevada upon whom service of process may be made, and currently rated by A.M. Best as "A-VII" or better.

15.15 **Evidence of Insurance:** Prior to commencement of work, **CONTRACTOR** must provide the following documents to Carson City Purchasing and Contracts, 201 North Carson Street, Suite 2, Carson City, NV 89701:

15.16 **Certificate of Insurance:** Contractor shall furnish City with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth herein The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to Carson City Purchasing and Contracts to evidence the insurance policies and coverages required of **CONTRACTOR**.

15.17 **Additional Insured Endorsement:** An Additional Insured Endorsement (CG20 10 or C20 26), signed by an authorized insurance company representative, must be submitted to Carson City Purchasing and Contracts to evidence the endorsement of **CITY** as an additional insured per **Subsection 15.9** (Additional Insured).

15.18 **Schedule of Underlying Insurance Policies:** If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlying Schedule from the Umbrella or Excess insurance policy may be required.

15.19 **Review and Approval:** Documents specified above must be submitted for review and approval by **CITY** Purchasing and Contracts prior to the commencement of work by **CONTRACTOR**. Neither approval by **CITY** nor failure to disapprove the insurance furnished by **CONTRACTOR** shall relieve **CONTRACTOR** of **CONTRACTOR'S** full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of **CONTRACTOR** or its sub-contractors, employees or agents to **CITY** or others, and shall be in addition to and not in lieu of any other remedy available to **CITY** under this Contract or otherwise. **CITY** reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

15.20 **COMMERCIAL GENERAL LIABILITY INSURANCE**:

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than $1,000,000 each occurrence.

15.20.1 *Minimum Limits required*:

15.20.2 Two Million Dollars ($2,000,000.00) - General Aggregate.

15.20.3 Two Million Dollars ($2,000,000.00) - Products & Completed Operations. Aggregate

15.20.4 One Million Dollars ($1,000,000.00) - Each Occurrence.

15.20.5 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)].

15.20.6 City and County of Carson City, Nevada, its officers, employees and immune contractors shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or CG 20 26, or a substitute providing equivalent coverage, and under the commercial umbrella, if any.

15.20.7 This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to City 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.

15.20.8 There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability assumed under a contract.

15.20.9 Contractor waives all rights against City 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 this Contract. Insurer shall endorse CGL policy as required to waive subrogation against City with respect to any loss paid under the policy

15.21 **BUSINESS AUTOMOBILE LIABILITY INSURANCE:**

15.21.1 *Minimum Limit required*:

15.21.2 Contractor shall maintain automobile liability and, if necessary, commercial umbrella liability insurance with a limit of not less than $1,000,000 each accident for bodily injury and property damage.

15.21.3 Such insurance shall cover liability arising out of owned, hired, and non-owned autos (as applicable). Coverage as required above shall be written on ISO form CA 00 01, CA 00 05, CA 00 25, or a substitute form providing equivalent liability coverage.

15.21.4 Contractor waives all rights against City and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the automobile liability or other liability insurance obtained by Contractor pursuant this Contract.

15.22 **PROFESSIONAL LIABILITY INSURANCE (Architects, Engineers and Land Surveyors)**

15.22.1 *Minimum Limit required*:

15.22.2 CONTRACTOR shall maintain professional liability insurance applying to all activities performed under this Contract with limits not less than One Million Dollars ($1,000,000.00) and Two Million Dollars ($2,000,000) in the aggregate.

15.22.3 Retroactive date: Prior to commencement of the performance of this Contract.

15.22.4 CONTRACTOR will maintain professional liability insurance during the term of this Contract and for a period of three (3) years after termination of this Contract unless waived by the City. In the event of non-renewal or other lapse in coverage during the term of this Contract or the three (3) year period described above, CONTRACTOR shall purchase Extended Reporting Period coverage for claims arising out of CONTRACTOR's negligence acts, errors and omissions committed during the term of the Professional Liability Policy. The Extended Reporting Period shall continue through a minimum of three (3) years after termination date of this Contract.

15.22.5 A certified copy of this policy may be required.

15.23 **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:**

15.23.1 **CONTRACTOR** shall provide workers' compensation insurance as required by NRS Chapters 616A through 616D inclusive and Employer's Liability insurance with a minimum limit not less than $1,000,000 each accident for bodily injury by accident or $1,000,000 each employee for bodily injury by disease

15.23.2 **CONTRACTOR** may, in lieu of furnishing a certificate of an insurer, provide an affidavit

indicating that **CONTRACTOR** is a sole proprietor; that **CONTRACTOR** will not use the services of any employees in the performance of this Contract; that **CONTRACTOR** has elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and that **CONTRACTOR** is otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

15.23.3 **CONTRACTOR** waives all rights against City 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 Contractor pursuant to this Contract. Contractor shall obtain an endorsement equivalent to WC 00 03 13 to affect this waiver.

16. BUSINESS LICENSE:

16.1 **CONTRACTOR** shall not commence work before **CONTRACTOR** has provided a copy of his Carson City business license to Carson City Purchasing and Contracts.

16.2 The Carson City business license shall continue in force until the later of: (1) final acceptance by **CITY** of the completion of this Contract; or (2) such time as the Carson City business license is no longer required by **CITY** under the terms of this Contract.

17. COMPLIANCE WITH LEGAL OBLIGATIONS:

CONTRACTOR shall procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by **CONTRACTOR** to provide the goods or WORK or any services of this Contract. **CONTRACTOR** will be responsible to pay all government obligations, including, but not limited to, all taxes, assessments, fees, fines, judgments, premiums, permits, and licenses required or imposed by law or a court. Real property and personal property taxes are the responsibility of **CONTRACTOR** in accordance with NRS Chapter 361 generally and NRS 361.157 and 361.159, specifically regarding for profit activity. **CONTRACTOR** agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. **CITY** may set-off against consideration due any delinquent government obligation.

18. WAIVER OF BREACH:

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

19. SEVERABILITY:

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

20. ASSIGNMENT / DELEGATION:

To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by **CITY,** such offending portion of the assignment shall be void, and shall be a breach of this Contract. **CONTRACTOR** shall neither assign, transfer nor delegate any rights, obligations or duties under this Contract without the prior written approval of **CITY**. The parties do not intend to benefit any third party beneficiary regarding their respective performance under this Contract.

21. CITY OWNERSHIP OF PROPRIETARY INFORMATION:

21.1 Any files, reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer programs, computer codes, and computer records (which are intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by **CONTRACTOR** (or its subcontractors) in performance of its

obligations under this Contract shall be the exclusive property of **CITY** and all such materials shall be delivered into **CITY** possession by **CONTRACTOR** upon completion, termination, or cancellation of this Contract. **CONTRACTOR** shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of **CONTRACTOR'S** obligations under this Contract without the prior written consent of **CITY**. Notwithstanding the foregoing, **CITY** shall have no proprietary interest in any materials licensed for use by **CITY** that are subject to patent, trademark or copyright protection.

21.2 **CITY** shall be permitted to retain copies, including reproducible copies, of **CONTRACTOR'S** drawings, specifications, and other documents for information and reference in connection with this Contract.

21.3 **CONTRACTOR'S** drawings, specifications and other documents shall not be used by **CITY** or others without expressed permission of **CONTRACTOR**.

22. PUBLIC RECORDS:

Pursuant to NRS 239.010, information or documents received from **CONTRACTOR** may be open to public inspection and copying. **CITY** will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. **CONTRACTOR** may clearly label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 332.061, provided that **CONTRACTOR** thereby agrees to indemnify and defend **CITY** for honoring such a designation. The failure to so label any document that is released by **CITY** shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

23. CONFIDENTIALITY:

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

24. FEDERAL FUNDING:

24.1 *In the event federal grant funds are used for payment of all or part of this Contract*:

24.1.1 **CONTRACTOR** certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

24.1.2 **CONTRACTOR** and its subcontractors must be registered in the US Government System for Award Management (SAM) for verification on projects with federal funding.

24.1.3 **CONTRACTOR** and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

24.1.4 **CONTRACTOR** and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and Executive Order 11478 (July 21, 2014) and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, sexual orientation, gender identity, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).

24.14.1 If and when applicable to the particular federal funding and the Scope of Work under this Contract, **CONTRACTOR** and its subcontractors shall comply with: American Iron and Steel (AIS) provisions of P.L. 113-

76, Consolidated Appropriations Act, 2014, Section 1605 – Buy American (100% Domestic Content of iron, steel and manufactured goods); Federal Highway Administration (FHWA) 23 U.S.C. § 313 – Buy America, 23 C.F.R. §635.410 (100% Domestic Content of steel, iron and manufactured products); Federal Transit Administration (FTA)49 U.S.C. § 5323(j), 49 C.F.R. Part 661 – Buy America Requirements (See 60% Domestic Content for buses and other Rolling Stock).

25. LOBBYING:

25.1 The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:

25.1.1 Any federal, state, county or local agency, legislature, commission, council or board;

25.1.2 Any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or

25.1.3 Any officer or employee of any federal, state, county or local agency; legislature, commission, council or board.

26. GENERAL WARRANTY:

CONTRACTOR warrants that it will perform all WORK required hereunder in accordance with the prevailing standard of care by exercising the skill and care normally required of individuals performing the same or similar WORK, under the same or similar circumstances, in the State of Nevada.

27. PROPER AUTHORITY:

The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. **CONTRACTOR** acknowledges that this Contract is effective only after approval by the Carson City Board of Supervisors and only for the period of time specified in this Contract. Any WORK performed by **CONTRACTOR** before this Contract is effective or after it ceases to be effective is performed at the sole risk of **CONTRACTOR**.

28. ALTERNATIVE DISPUTE RESOLUTION (Public Work):

If the WORK under this Contract involves a "public work" as defined under NRS 338.010(18), then pursuant to NRS 338.150, a public body charged with the drafting of specifications for a public work shall include in the specifications a clause requiring the use of a method of alternative dispute resolution ("ADR") before initiation of a judicial action if a dispute arising between the public body and the **CONTRACTOR** engaged on the public work cannot otherwise be settled. Therefore, unless ADR is otherwise provided for by the parties in any other incorporated attachment to this Contract, in the event that a dispute arising between **CITY** and **CONTRACTOR** regarding that public work cannot otherwise be settled, **CITY** and **CONTRACTOR** agree that, before judicial action may be initiated, **CITY** and **CONTRACTOR** will submit the dispute to non-binding mediation. **CITY** shall present **CONTRACTOR** with a list of three potential mediators. **CONTRACTOR** shall select one person to serve as the mediator from the list of potential mediators presented by **CITY**. The person selected as mediator shall determine the rules governing the mediation.

29. GOVERNING LAW / JURISDICTION:

This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. **CONTRACTOR** consents and agrees to the jurisdiction of the courts of the State of Nevada located in Carson City, Nevada for enforcement of this Contract.

30. ENTIRE CONTRACT AND MODIFICATION:

This Contract and its integrated attachment(s) constitute the entire Contract of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other Contracts that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms

of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Carson City Board of Supervisors. Conflicts in language between this Contract and any other agreement between **CITY** and **CONTRACTOR** on this same matter shall be construed consistent with the terms of this Contract. The parties agree that each has had their respective counsel review this Contract which shall be construed as if it was jointly drafted.

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT
Contract No: 23300240
Title: Public Safety Communications Center UPS Replacement Project

31. ACKNOWLEDGMENT AND EXECUTION:

This Contract may be executed in counterparts. The parties hereto have caused this Contract to be signed and intend to be legally bound thereby as follows:

AND ALL SUPPLEMENTAL AGREEMENTS AMENDING OR EXTENDING THE WORK CONTEMPLATED.

ACKNOWLEDGMENT AND EXECUTION:

In witness whereof, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

CITY
Executive Office
Purchasing and Contracts Department
201 North Carson Street, Suite 2
Carson City, Nevada 89701
Telephone: 775-283-7362
Fax: 775-887-2286
CAkers@carson.org

By:_____
Sheri Russell-Benabou, Chief Financial Officer

Dated _____

CITY'S LEGAL COUNSEL
Carson City District Attorney
I have reviewed this Contract and approve as to its legal form.

By:_____
Deputy District Attorney

Dated _____

CONTRACTOR will not be given authorization to begin work until this Contract has been signed by Purchasing and Contracts

BY: Carol Akers
Purchasing & Contracts Administrator

By: _____

Dated _____

Project# P301222005
Account # 2872040-507010

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT
Contract No: 23300240
Title: Public Safety Communications Center UPS Replacement Project

Undersigned deposes and says under penalty of perjury: That he/she is **CONTRACTOR** or authorized agent of **CONTRACTOR**; that he/she has read the foregoing Contract; and that he/she understands the terms, conditions and requirements thereof.

CONTRACTOR
BY: David Perez
TITLE: President
FIRM: Showcase Contracting LLC
CARSON CITY BUSINESS LICENSE #: BL-006789
NEVADA CONTRACTORS LICENSE #: 053347
Address: 1610 Raiders Way
City: Henderson **State:** NV **Zip Code:** 89052
Telephone: 702-561-3876
E-mail Address: david.showcasenv@gmail.com

_____
(Signature of Contractor)

DATED _____

STATE OF_____)
)ss
County of _____)

Signed and sworn (or affirmed before me on this _____day of _____, 20____.

_____
(Signature of Notary)

(Notary Stamp)

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT
Contract No: 23300240
Title: Public Safety Communications Center UPS Replacement Project

CONTRACT ACCEPTANCE AND EXECUTION:

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of January 5, 2023, approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 23300240** and titled **Public Safety Communications Center UPS Replacement Project**. Further, the Board of Supervisors authorizes the Mayor of Carson City, Nevada to sign this document and record the signature for the execution of this Contract in accordance with the action taken.

CARSON CITY, NEVADA

_____
LORI BAGWELL, MAYOR

DATED this 5th day of January 2023.

ATTEST:

_____
WILLIAM "SCOTT" HOEN, CLERK-RECORDER

DATED this 5th day of January 2023.

PERFORMANCE BOND

Doc. No. 2151
(Rev. 11-17-99)

Bond #:_____

KNOW ALL PERSON BY THESE PRESENTS, that I/we_____
_____as Principal, hereinafter called CONTRACTOR, and

_____
a corporation duly organized under the laws of _____, as Surety, hereinafter called the Surety, are held and firmly bound unto Carson City, Nevada a consolidated municipality of the State of Nevada, hereinafter called CITY, for the sum of $_____ (state sum in Words)_____
_____ for the payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, CONTRACTOR has by written agreement dated _____, entered into a contract with CITY for **BID# 23300240** and titled **Public Safety Communications Center UPS Replacement Project** in accordance with drawings and specifications prepared by CITY and which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly and faithfully perform said Contract then this obligation shall be null and void; otherwise it shall remain in full force and effect. The Surety hereby waives notice of any alteration or extension of time made by CITY and its obligation is not affected by any such alteration or extension provided the same is within the scope of the Contract. Whenever CONTRACTOR shall be, and is declared by CITY to be in default under the Contract, CITY having performed CITY'S obligations thereunder, the Surety may promptly remedy the default or shall promptly:

1) Complete the Contract in accordance with its terms and conditions; or

2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by CITY and the Surety jointly of the lowest responsive, responsible bidder, arrange for a contract between such bidder and CITY, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price", as used in this paragraph, shall mean the total amount payable by CITY to CONTRACTOR under the Contract and any amendments thereto, less the amount properly paid by CITY to CONTRACTOR. No right of action shall accrue on this bond to or for the use of any person or corporation other than CITY or successors of CITY.

PERFORMANCE BOND

Continued for **BID# 23300240** and titled **Public Safety Communications Center UPS Replacement Project**

BY:	**(Signature of Principal)**
TITLE:	
FIRM:	
Address:	**L.S.**
City, State, Zip:	
Phone:	

Printed Name of Principal:	
Attest By:	**(Signature of Notary)**
Subscribed and Sworn before me this day of	**,20____**

CLAIMS UNDER THIS BOND MAY BE ADDRESSED TO:

Name of Surety:	
Address:	
City:	
State/Zip Code:	
Name:	
Title:	
Telephone:	
Surety's Acknowledgment:	
By:	

NOTICE:

No substitution or revision to this bond form will be accepted. Sureties must be authorized to do business in and have an agent for service of process in the State of Nevada. Certified copy of Power of Attorney must be attached.

LABOR AND MATERIAL PAYMENT BOND

Bond #:_____

Doc. No. 2152
(Rev. 11-17-99)

KNOW ALL PERSONS BY THESE PRESENTS, that I/we _____
_____as Principal, hereinafter called CONTRACTOR, and
_____ a corporation duly organized under the laws of the State of Nevada, as Surety, hereinafter called the Surety, are held and firmly bound unto Carson City, Nevada a consolidated municipality of the State of Nevada, hereinafter called CITY, for the $_____Dollars (state sum in words)_____
_____ for the payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, CONTRACTOR has by written agreement dated _____ entered into a contract with CITY for **BID# 23300240** and titled **Public Safety Communications Center UPS Replacement Project** in accordance with drawings and specifications prepared by CITY and which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1) A claimant is defined as one having a direct contract with CONTRACTOR or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental of equipment directly applicable to the Contract.

2) The above-named Principal and Surety hereby jointly and severally agree with CITY that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. CITY shall not be liable for the payment of any costs or expenses of any such suit.

3) No suit or action shall be commenced hereunder by any claimant:

   a) Unless claimant, other than one having a direct contract with CONTRACTOR, shall have given written notice to any two of the following: CONTRACTOR, CITY, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be personally served or served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal at any place the Principal maintains an office or conducts its business.

   b) After the expiration of one (1) year following the date on which the last of the labor was performed or material was supplied by the party bringing suit.

   c) Other than in a court of competent jurisdiction for the county or district in which the construction Contract was to be performed.

LABOR AND MATERIAL PAYMENT BOND

4) The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

BY:	**(signature of Principal)**
TITLE:	
FIRM:	
Address:	**L.S.**
City, State, Zip:	
Phone:	
Printed Name of Principal:	
Attest by:	**(signature of notary)**
Subscribed and Sworn before me this day of	**, 20___**

CLAIMS UNDER THIS BOND MAY BE ADDRESSED TO:

Name of Surety:	
Address:	
City:	
State/Zip Code:	
Name:	
Title:	
Telephone:	
Surety's Acknowledgment:	
By:	

NOTICE:

No substitution or revision to this bond form will be accepted. Sureties must be authorized to do business in and have an agent for service of process in the State of Nevada. Certified copy of Power of Attorney must be attached.

STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** January 5, 2023

Staff Contact: Carol Akers, Purchasing & Contracts Administrator and Darren Schulz, Public Works Director

Agenda Title: For Possible Action: Discussion and possible action regarding a determination that TNT Industrial Contractors, Inc. ("TNT") is the lowest responsive and responsible bidder pursuant to Nevada Revised Statutes ("NRS") Chapter 338 and whether to award Contract No. 23300248 ("Contract") to replace air release valves and manhole tops along the Brunswick effluent transmission main ("Project") for a total amount not to exceed $340,136.50. (Carol Akers, cakers@carson.org and Randall Rice, rrice@carson.org)

Staff Summary: This Project will replace six air release valves and corresponding manhole tops along the Brunswick effluent transmission main ("Main"), which have exceeded their service life. The Main is the only pipeline that can convey effluent between the Storage Reservoir and the Wastewater Reclamation Facility and is a critical component to convey the City's wastewater effluent safely and efficiently. The not to exceed amount of $340,136.50 comprises the base bid amount of $309,215 plus a 10 percent contingency of $30,921.50. The engineer's estimate for the Project was $448,425.

Agenda Action: Formal Action / Motion **Time Requested:** Consent

---

Proposed Motion

I move to award the contract as presented.

Board's Strategic Goal

Sustainable Infrastructure

Previous Action

August 5, 2021 (Item 10D): The Board of Supervisors authorized the purchase of valves and related appurtenances for the Project. Carson City received all the valves and related appurtenances September 19, 2022.

Background/Issues & Analysis

The Project consists of removing and replacing air release valve assemblies at six locations along the Main. The air release valve assemblies are over 35 years old and past their recommended working life and are being replaced to prevent a leak or failure of the Main. To streamline the work and prevent equipment procurement delays, Carson City has already purchased and received the air release valves and related appurtenances and will provide them to the contractor selected for the Project. Additionally, the Project includes removing and replacing the existing manhole flat top and manhole covers with a larger opening at each location. The larger manhole openings will provide a safer and easier way to access the air release assemblies for Carson City operators.

A notice to contractors regarding the opportunity to bid on this Project was published in the Reno Gazette Journal and posted on the Nevada Government eMarketplace ("NGEM") on November 15, 2022. Two bids were

opened at approximately 11:30 a.m. on December 13, 2022, via online Cisco Webex bid opening. Present during the bid opening was: Carol Akers, Carson City Purchasing and Contracts Administrator.

The City received the following bids:

1. TNT	$309,215
2. Aspen Developers Corp.	$491,192

Staff recommends award to TNT as the lowest responsive and responsible bidder pursuant to NRS Chapter 338.

Applicable Statute, Code, Policy, Rule or Regulation
NRS Chapter 338

Financial Information
Is there a fiscal impact? Yes

If yes, account name/number: Project# P320118082
Wastewater Fund, Capital Improvements Account / 5103205-507010

Is it currently budgeted? Yes

Explanation of Fiscal Impact: Account# 5103205-507010 will be reduced by a not to exceed amount of $340,136.50; the available balance is $643,289.

Alternatives
Do not approve the contract and/or provide alternative direction to staff.

Attachments:
23300248 Bid Tabulation_ROA.pdf

23300248 Draft Contract.pdf

Board Action Taken:

Motion: _____	1) _____	Aye/Nay
	2) _____	_____
		_____
		_____
		_____
		_____

_____
(Vote Recorded By)

BID# 23300248 Brunswick Effluent Transmission Main Repair Project

Date and Time of Bid Opening: 12/13/2022 @ 11:30am

				TNT Industrial Contractors, Inc.		Aspen Developers Corp	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended
1.1	Mobilization, Demobilization, and Clean-up	1	LS	$16,839.00	$16,839.00	$30,000.00	$30,000.00
1.2	Draining/Depressurizing the Transmission Main	1	LS	$6,851.00	$6,851.00	$131,192.00	$131,192.00
1.3	Stormwater Protection	1	LS	$22,309.00	$22,309.00	$5,000.00	$5,000.00
1.4	Traffic Control	1	LS	$8,206.00	$8,206.00	$70,000.00	$70,000.00
1.5	Remove and Replace Manhole Barrel, Manhole Flat Top, and Manhole Lid (Site #1)	1	LS	$17,769.00	$17,769.00	$15,000.00	$15,000.00
1.6	Remove and Replace 2” ARV, 8-inch Butterfly Valve, and corresponding apparatuses (Site #1)	1	LS	$6,851.00	$6,851.00	$16,000.00	$16,000.00
1.7	Remove and Replace, Manhole Flat Top, and Manhole Lid (Site #2)	1	LS	$19,769.00	$19,769.00	$15,000.00	$15,000.00
1.8	Remove and Replace 4” ARV, 4-inch Butterfly Valve, and corresponding apparatuses (Site #2)	1	LS	$6,851.00	$6,851.00	$16,000.00	$16,000.00
1.9	Remove and Replace, Manhole Flat Top, and Manhole Lid (Site #4)	1	LS	$22,344.00	$22,344.00	$15,000.00	$15,000.00
1.10	Remove and Replace 4” ARV, 4-inch Butterfly Valve, and corresponding apparatuses (Site #4)	1	LS	$75,565.00	$75,565.00	$15,000.00	$15,000.00
1.11	Remove and Replace, Manhole Flat Top, and Manhole Lid (Site #5)	1	LS	$6,395.00	$6,395.00	$20,000.00	$20,000.00
1.12	Remove and Replace 4” ARV, 4-inch Butterfly Valve, and corresponding apparatuses (Site #5)	1	LS	$27,840.00	$27,840.00	$36,000.00	$36,000.00
1.13	Remove and Replace, Manhole Flat Top, and Manhole Lid (Site #7)	1	LS	$18,386.00	$18,386.00	$37,000.00	$37,000.00
1.14	Remove and Replace 8” ARV, 8-inch Butterfly Valve, and corresponding apparatuses (Site #7)	1	LS	$6,851.00	$6,851.00	$22,000.00	$22,000.00
1.15	Remove and Replace, Manhole Flat Top, and Manhole Lid (Site #8)	1	LS	$19,769.00	$19,769.00	$13,000.00	$13,000.00
1.16	Remove and Replace 4” ARV, 4-inch Butterfly Valve, and corresponding apparatuses (Site #8)	1	LS	$6,851.00	$6,851.00	$19,000.00	$19,000.00
1.17	Install new 3/4" Vent Line for Water ARV	1	LS	$19,769.00	$19,769.00	$16,000.00	$16,000.00
1	Schedule A: Base Bid Items	1	EA	$309,215.00		$491,192.00	

Carson City is recommending award to TNT Industrial Contractors, Inc. and is tentatively scheduled for approval and award at the January 5, 2023 Board of Supervisors meeting.

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT
Contract No: 23300248
Title: Brunswick Effluent Transmission Main Repair Project

THIS CONTRACT is made and entered into this 5th day of January 2023, by and between Carson City, a consolidated municipality, a political subdivision of the State of Nevada, hereinafter referred to as **"CITY"**, and TNT Industrial Contractors, Inc., hereinafter referred to as **"CONTRACTOR".**

WITNESSETH:

WHEREAS, the Purchasing and Contracts Manager for **CITY** is authorized pursuant to Nevada Revised Statutes (hereinafter referred to as "NRS") 338 and Carson City Purchasing Resolution #1990-R71, to approve and accept this Contract as set forth in and by the following provisions; and

WHEREAS, this Contract involves a "public work," which pursuant to NRS 338.010(18) means any project for the new construction, repair or reconstruction of an applicable project financed in whole or in part from public money; and

WHEREAS, **CONTRACTOR'S** compensation under this agreement (does_) (does not X) utilize in whole or in part money derived from one or more federal grant funding source(s); and

WHEREAS, it is deemed necessary that the services of **CONTRACTOR** for **CONTRACT No. 23300248** titled **Brunswick Effluent Transmission Main Repair Project** (hereinafter referred to as "Contract") are both necessary and in the best interest of **CITY**; and

NOW, THEREFORE, in consideration of the aforesaid premises, and the following terms, conditions and other valuable consideration, the parties mutually agree as follows:

1. REQUIRED APPROVAL:

This Contract shall not become effective until and unless approved by the Carson City Board of Supervisors and all required documents are received and signed by all parties.

2. SCOPE OF WORK (Incorporated Contract Documents):

2.1 The parties agree that the Scope of Work will be specifically described and hereinafter referred to as the "WORK." This Contract incorporates the following attachments, and a **CONTRACTOR'S** attachment shall not contradict or supersede any **CITY** specifications and/or terms or conditions without written evidence of mutual assent to such change appearing in this Contract:

2.1.1 **CONTRACTOR** agrees that the Contract Documents for Bid No. 23300248 including, but not limited to, the Notice to Contractors, Table of Contents, Project Coordination, Instructions to Bidders, Contract Award Information, General Conditions, Special Conditions, Technical Specification, Prevailing Wages, Contract Drawings, and Addenda, if any, are intended to be complete and complementary and are intended to describe a complete WORK. These documents are incorporated herein by reference and made a part of this Contract. All of these documents can be viewed through the Carson City Website https://carson.org/bids.

2.1.2 **CONTRACTOR** additionally agrees **CONTRACTOR'S** Bid Bond, Bid Proposal, Proposal Summary, Executed Contract, Performance Bond, Labor and Material Bond, Certificate of Eligibility, Insurance Certificates, Permits, Notice of Award, Notice to Proceed and Executed Change Orders, hereinafter all referred to as **Exhibit A**, are incorporated herein and made a part of this Contract.

For P&C Use Only	
CCBL expires	_____
NVCL expires	_____
GL expires	_____
AL expires	_____
WC expires	_____

3. CONTRACT TERM AND LIQUIDATED DAMAGES:

3.1 **CONTRACTOR** agrees to complete the WORK on or before the date specified in the Notice to Proceed or any executed Change Orders to the entire satisfaction of **CITY** before final payment is made, unless sooner termination by either party as specified in **Section 6** (CONTRACT TERMINATION) and the General Conditions, Section GC 3.18.

3.2 Pursuant to the provisions under Time for Completion and Liquidated Damages in the Contract Documents of said Specifications, **CONTRACTOR** will complete the WORK within the Contract time. Since **CITY** and **CONTRACTOR** agree it is difficult to ascertain the actual amount of damages incurred due to delay of the Project, it is agreed that **CITY** will be paid the liquidated damages as specified in the Contract Special Conditions for each and every calendar day of delay in the completion of the WORK, in addition to any direct charges incurred by **CITY** as a result of delay of the Project, including engineering fees and additional damages due to late construction. **CITY** also reserves the right to deduct any amounts due **CITY** from any monies earned by **CONTRACTOR** under this Contract.

3.3 That in the performance of this Contract, **CONTRACTOR** and any subcontractors, as employers, shall pay 1 ½ times an employee's regular wage rate whenever an employee who received compensation for employment at a rate less than 1 ½ time the minimum wage who works more than forty (40) hours in any scheduled work week, more than eight (8) hours in a day, unless by mutual agreement the employee works a scheduled ten (10) hours per day for four (4) calendar days within a work week. Employers should refer to NRS 608.018, NRS 338.020 and A.O. 2013-04 for further details on overtime requirements.

4. NOTICE:

4.1 Except the bid and award process where notices may be limited to postings by **CITY** on its Bid Opportunities website (www.carson.org), all notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by e-mail, by regular mail, by telephonic facsimile with simultaneous regular mail, or by certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified below.

4.2 Notice to **CONTRACTOR** shall be addressed to:

Joshua Twist, President
TNT Industrial Contractors, Inc.
3800 Happy Lane
Sacramento, CA 95827
916-395-8400
jtwist@tntindustrial.com

4.3 Notice to **CITY** shall be addressed to:

Carson City Purchasing and Contracts Department
Carol Akers, Purchasing and Contracts Administrator
201 North Carson Street, Suite 2
Carson City, NV 89701
775-283-7362 / FAX 775-887-2286
CAkers@carson.org

5. COMPENSATION:

5.1 The parties agree that **CONTRACTOR** will provide the WORK specified in the Contract for the Contract Amount of Three Hundred Nine Thousand Two Hundred Fifteen Dollars and 00/100 ($309,215.00).

5.2 **CITY** will pay **CONTRACTOR** progress payments and the final payment computed from the actual quantities of WORK performed and accepted and the materials furnished at the Unit and Lump Sum prices shown on **CONTRACTOR'S** Bid Proposal and any executed Change Orders.

5.3 Contract Amount represents full and adequate compensation for the complete WORK, and includes the furnishing of all materials, all labor, equipment, tools, transportation, services, appliances, and all expenses, direct or indirect connected with the proper execution of the WORK. The **CITY** will provide the air/vacuum valves and butterfly valves to be installed by the **CONTRACTOR**.

5.4 **CITY** does not agree to reimburse **CONTRACTOR** for expenses unless otherwise specified.

6. CONTRACT TERMINATION:

6.1 Termination Without Cause:

6.1.1 Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated upon written notice by mutual consent of both parties or unilaterally by either party without cause.

6.1.2 **CITY** reserves the right to terminate this Contract for convenience whenever it considers termination, in its sole and unfettered discretion, to be in the public interest. In the event that the Contract is terminated in this manner, payment will be made for WORK actually completed. If termination occurs under this provision, in no event shall **CONTRACTOR** be entitled to anticipated profits on items of WORK not performed as of the effective date of the termination or compensation for any other item, including but not limited to, unabsorbed overhead. **CONTRACTOR** shall require that all subcontracts which it enters related to this Contract likewise contain a termination for convenience clause which precludes the ability of any subcontractor to make claims against **CONTRACTOR** for damages due to breach of contract, lost profit on items of WORK not performed, or unabsorbed overhead, in the event of a convenience termination.

6.2 Termination for Nonappropriation:

6.2.1 All payments and WORK provided under this Contract are contingent upon the availability of the necessary public funding, which may include various internal and external sources. In the event that Carson City does not acquire and appropriate the funding necessary to perform in accordance with the terms of the Contract, the Contract shall automatically terminate upon **CITY'S** notice to **CONTRACTOR** of such nonappropriation, and no claim or cause of action may be based upon any such nonappropriation.

6.3 Cause Termination for Default or Breach:

6.3.1 A default or breach may be declared with or without termination.

6.3.2 This Contract may be terminated by either party upon written notice of default or breach to the other party as follows:

6.3.2.1 If **CONTRACTOR** fails to provide or satisfactorily perform any of the conditions, WORK, deliverables, goods, or any services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or

6.3.2.2 If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by **CONTRACTOR** to provide the goods or WORK or any services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

6.3.2.3 If **CONTRACTOR** becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or

6.3.2.4 If **CITY** materially breaches any material duty under this Contract and any such breach impairs **CONTRACTOR'S** ability to perform; or

6.3.2.5 If it is found by **CITY** that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by **CONTRACTOR**, or any agent or representative of **CONTRACTOR**, to any officer or employee of **CITY** with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or

6.3.2.6 If it is found by **CITY** that **CONTRACTOR** has failed to disclose any material conflict of interest relative to the performance of this Contract.

6.3.2.7 **CITY** may terminate this Contract if **CONTRACTOR**:

6.3.2.7.1 Fails to maintain bonding, Nevada State Contractors' Board License, State Industrial Insurance requirements or insurance policies for limits as defined in this Contract; or

6.3.2.7.2 Persistently or materially refuses or fails to supply properly skilled workers or proper materials; or

6.3.2.7.3 Fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between **CONTRACTOR** and the subcontractors; or

6.3.2.7.4 Disregards laws, ordinances, or rules, regulations or order of a public authority having jurisdiction; or

6.3.2.7.5 Otherwise makes a material breach of a provision of this Contract; or

6.3.2.7.6 **CONTRACTOR** fails to maintain safe working conditions.

6.3.3 When any of the **Subsection 6.3.2.7.1 through 6.3.2.7.6, inclusive**, cause reasons exist, and without prejudice to any other rights or remedies of **CITY, CITY** may terminate this Contract at any time after giving **CONTRACTOR** and **CONTRACTOR'S** Surety seven (7) calendar days written notice of default or breach and intent to terminate and **CONTRACTOR'S** subsequent failure to timely correct as provided below, and subject to any prior rights of the Surety, **CITY** may:

6.3.3.1 Take possession of the site and of all materials, equipment, tools and construction equipment and machinery thereon owned by **CONTRACTOR**;

6.3.3.2 Accept assignment of subcontractors pursuant to this Contract (Contingent Assignment of Subcontracts to Carson City if this Contract is terminated); and

6.3.3.3 Finish the WORK by whatever reasonable method **CITY** may deem expedient.

6.3.4 If **CITY** terminates this Contract for any of the cause reasons stated in **Section 6.3**:

6.3.4.1 **CONTRACTOR** shall not be entitled to receive further payment until the WORK is finished.

6.3.4.2 If the unpaid balance of the Contract Amount exceeds the cost of finishing the WORK including expenses made necessary thereby, such excess shall be paid to **CONTRACTOR**. If the costs of finishing the WORK exceed the unpaid balance, **CONTRACTOR** shall pay the difference to **CITY**. The amount to be paid to **CONTRACTOR** or **CITY**, as the case may be, shall survive termination of this Contract.

6.3.4.3 In the event of such cause termination, all monies due **CONTRACTOR** or retained under the terms of this Contract shall be held by **CITY**, however, such holdings will not release **CONTRACTOR** or its Sureties from liability for failure to fulfill this Contract. Any excess cost over and above the Contract Amount incurred by **CITY** arising from the termination of the operations of this Contract and the completion of the WORK by **CITY** as provided above shall be paid for by any available funds held by **CITY**. **CONTRACTOR** will be so credited with any surplus remaining after all just claims for such completion have been paid.

6.4 If at any time before completion of the WORK under this Contract, the WORK shall be stopped by an injunction of a court of competent jurisdiction or by order of any competent government authority, **CITY** may give immediate notice to **CONTRACTOR** to discontinue the WORK and terminate this Contract. **CONTRACTOR** shall discontinue the WORK in such manner, sequence, and at such times as **CITY** may direct. **CONTRACTOR** shall have no claim for damages for such discontinuance or termination, nor any claim for anticipated profits on the WORK thus dispensed with, nor for any claim for penalty, nor for any other claim such as unabsorbed overhead, except for the WORK actually performed up to the time of discontinuance, including any extra WORK ordered by **CITY** to be done.

6.5 Time to Correct (Declared Default or Breach):

6.5.1 Termination upon a declared default or breach may be exercised only after providing 7 (seven) calendar days written notice of default or breach, and the subsequent failure of the defaulting or breaching party, within five (5) calendar days of providing that default or breach notice, to provide evidence satisfactory to the aggrieved party demonstrating that the declared default or breach has been corrected. Time to correct shall run concurrently with any notice of default or breach and such time to correct is not subject to any stay with respect to the nonexistence of any Notice of Termination. Untimely correction shall not void the right to termination otherwise properly noticed unless waiver of the noticed default or breach is expressly provided in writing by the aggrieved party. There shall be no time to correct with respect to any notice of termination without cause, termination for nonappropriation or termination due to court injunction or order of a competent government authority.

6.6 Winding Up Affairs Upon Termination:

6.6.1 In the event of termination of this Contract for any reason, the parties agree that the provisions of this **Subsection 6.6** survive termination:

6.6.1.1 The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination; and

6.6.1.2 **CONTRACTOR** shall satisfactorily complete WORK in progress at the agreed rate (or a pro rata basis if necessary) if so requested by **CITY**; and

6.6.1.3 **CONTRACTOR** shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by **CITY**; and

6.6.1.4 **CONTRACTOR** shall preserve, protect, and promptly deliver into **CITY** possession all proprietary information in accordance with **Section 21.**

6.7 Notice of Termination:

6.7.1 Unless otherwise specified in this Contract, termination shall not be effective until seven (7) calendar days after a party has provided written notice of default or breach, or notice of without cause termination. Notice of Termination may be given at the time of notice of default or breach, or notice of without cause termination. Notice of Termination may be provided separately at any time after the running of the 7-day notice period, and such termination shall be effective on the date the Notice of Termination is provided to the party unless a specific effective date is otherwise set forth therein. Any delay in providing a Notice of Termination after the 7-day notice period has run without a timely correction by the defaulting or breaching party shall not constitute any waiver of the right to terminate under the existing notice(s).

7. DAVIS-BACON & RELATED ACTS 29 CFR PARTS 1,3,5,6,&7 AND NRS 338.070(5):

In the event federal grant funds are used for payment of all or part of this Contract

7.1 **CONTRACTOR** shall comply with Davis-Bacon Act and NRS 338.070(5). **CONTRACTOR** and each covered contractor or subcontractor must provide a weekly statement of wages paid to each of its employees engaged in covered WORK. The statement shall be executed by **CONTRACTOR** or subcontractor or by an authorized officer or employee of **CONTRACTOR** or subcontractor who supervised the payment of wages and shall be on the "Statement of Compliance" form. **CONTRACTOR** shall submit a Statement of Compliance that is prescribed by the Nevada Labor Commissioner or contains identical wording. Per NRS 338.070(6) the records maintained pursuant to subsection 5 must be open at all reasonable hours to the inspection of the public body (the **CITY'S** representative) awarding the contract. The **CONTRACTOR** engaged on the public work or subcontractor engaged on the public work shall ensure that a copy of each record for each calendar month is received by the public body awarding the contract (the **City**) **no later than 15 days after the end of the month**.

7.2 In the event federal funds are used for payment of all or part of this Contract, **CONTRACTOR** shall submit a Statement of Compliance form WH347 or a form with identical wording and a Statement of Compliance prescribed by the Nevada Labor Commissioner **within 7 days after the regular pay date for the pay period**. The original Statements shall be delivered to Carson City Public Works, 3505 Butti Way, Carson City, Nevada 89703, attention Davis-Bacon/Federal Funding Compliance.

7.3 CERTIFIED PAYROLLS FOR DAVIS-BACON AND PREVAILING WAGE PROJECTS:

7.3.1 The higher of the Federal or local prevailing wage rates for **CITY**, as established by the Nevada Labor Commission and the Davis-Bacon Act, shall be paid for all classifications of labor on this project WORK. Should a classification be missing from the Davis-Bacon rates the **CONTRACTOR** shall complete a request of authorization for additional classification or rate form SF1444 in its entirety and submit it to the **CITY** for approval and submission to the U.S. Department of Labor. Also, in accordance with NRS 338, the hourly and daily wage rates for the State and Davis-Bacon must be posted at the work site by **CONTRACTOR**. **CONTRACTOR** shall ensure that a copy of **CONTRACTOR'S** and subcontractor's certified payrolls for each calendar week are received by **CITY**.

7.3.2 Per NRS 338.070(5) a **CONTRACTOR** engaged on a public work and each subcontractor engaged on the public work shall keep or cause to be kept:

(a) An accurate record showing, for each worker employed by the contractor or subcontractor in connection with the public work:

(1) The name of the worker;

(2) The occupation of the worker;

(3) The gender of the worker, if the worker voluntarily agreed to specify that information pursuant to subsection 4, or an entry indicating that the worker declined to specify such information;

(4) The ethnicity of the worker, if the worker voluntarily agreed to specify that information pursuant to subsection 4, or an entry indicating that the worker declined to specify such information;

(5) If the worker has a driver's license or identification card, an indication of the state or other jurisdiction that issued the license or card; and

(6) The actual per diem, wages and benefits paid to the worker; and

(b) An additional accurate record showing, for each worker employed by the contractor or subcontractor in connection with the public work who has a driver's license or identification card:

(1) The name of the worker;

(2) The driver's license number or identification card number of the worker; and

(3) The state or other jurisdiction that issued the license or card.

7.3.3 The original payroll records shall be certified and shall be submitted weekly to Carson City Public Works, 3505 Butti Way, Carson City, Nevada 89703, attention Davis-Bacon/Federal Funding Compliance. Submission of such certified payrolls shall be a condition precedent for processing the monthly progress payment. **CONTRACTOR**, as General Contractor, shall collect the wage reports from the subcontractors and ensure the receipt of a certified copy of each weekly payroll for submission to **CITY** as one complete package.

7.3.4 Pursuant to NRS 338.060 and 338.070, **CONTRACTOR** hereby agrees to forfeit, as a penalty to **CITY**, not less than Twenty Dollars ($20) nor more than Fifty Dollars ($50) for each calendar day or portion thereof that each worker employed on the Contract is paid less than the designated rate for any WORK done under the Contract, by **CONTRACTOR** or any subcontractor under him/her, or is not reported to **CITY** as required by NRS 338.070.

8. FAIR EMPLOYMENT PRACTICES:

8.1 Pursuant to NRS 338.125, Fair Employment Practices, the following provisions must be included in any contract between **CONTRACTOR** and a public body such as **CITY**:

8.1.1 ***In connection with the performance of work under this Contract, CONTRACTOR agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, gender identity, or age, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including without limitation, apprenticeship.***

8.1.2 **CONTRACTOR** further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

8.2 If the CITY was required by NRS 332.065(4) to advertise or request a proposal for this Agreement, by signing this Agreement, the CONTRACTOR provides a written certification that the CONTRACTOR is not currently engaged in, and during the Term shall not engage in, a Boycott of Israel. The term "Boycott of Israel" has the meaning ascribed to that term in Section 3 of Nevada Senate Bill 26 (2017). The CONTRACTOR shall be responsible for fines, penalties, and payment of any State of Nevada or federal funds that may arise (including those that the CITY pays, becomes liable to pay, or becomes liable to repay) as a direct result of the CONTRACTOR's non-compliance with this Section.

9. PREFERENTIAL EMPLOYMENT:

9.1 Unless, and except if, this Contract is funded in whole or in part by federal grant funding (*see* 40 C.F.R. § 31.36(c) *Competition)*, pursuant to NRS 338.130, in all cases where persons are employed in the construction of public works, preference must be given, the qualifications of the applicants being equal: (1) First: To persons who have been honorably discharged from the Army, Navy, Air Force, Marine Corps or Coast Guard of the United States, a reserve component thereof or the National Guard; and are citizens of the State of Nevada. (2) Second: To other citizens of the State of Nevada.

9.2 Unless, and except if, this Contract is funded in whole or in part by federal grant funding (*see* 40 CFR § 31.36(c) *Competition)*, in connection with the performance of WORK under this Contract, **CONTRACTOR** agrees to comply with the provisions of NRS 338.130 requiring certain preferences to be given to which persons are employed in the construction of a public work. If **CONTRACTOR** fails to comply with the provisions of NRS 338.130, pursuant to the terms of NRS 338.130(3), this Contract is void, and any failure or refusal to comply with any of the provisions of this section renders this Contract void.

10. REMEDIES:

Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorney's fees and costs. The parties agree that, in the event a lawsuit is filed and a party is awarded attorney's fees by the court, for any reason, the amount of recoverable attorney's fees shall not exceed the rate of $125 per hour. **CITY** may set off consideration against any unpaid obligation of **CONTRACTOR** to **CITY**.

11. LIMITED LIABILITY:

CITY will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise expressly provided for elsewhere in this Contract. Damages for any **CITY** breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to **CONTRACTOR**, for the fiscal year budget in existence at the time of the breach. **CONTRACTOR'S** tort liability shall not be limited.

12. FORCE MAJEURE:

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

13. INDEMNIFICATION:

13.1 To the extent permitted by law, including, but not limited to, the provisions of NRS Chapter 41, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other party from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorney's fees and costs, arising out of any alleged negligent or willful acts or

omissions of the indemnifying party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of the indemnity which would otherwise exist as to any party or person described in this Section.

13.2 Except as otherwise provided in **Subsection 13.4** below, the indemnifying party shall not be obligated to provide a legal defense to the indemnified party, nor reimburse the indemnified party for the same, for any period occurring before the indemnified party provides written notice of the pending claim(s) or cause(s) of action to the indemnifying party, along with:

13.2.1 a written request for a legal defense for such pending claim(s) or cause(s) of action; and

13.2.2 a detailed explanation of the basis upon which the indemnified party believes that the claim or cause of action asserted against the indemnified party implicates the culpable conduct of the indemnifying party, its officers, employees, and/or agents.

13.3 After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall not be obligated to fund or reimburse any fees or costs provided by any additional counsel for the indemnified party, including counsel through which the indemnified party might voluntarily choose to participate in its defense of the same matter.

13.4 After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall be obligated to reimburse the reasonable attorney's fees and costs incurred by the indemnified party during the initial thirty (30) day period of the claim or cause of action, if any, incurred by separate counsel.

14. INDEPENDENT CONTRACTOR:

14.1 **CONTRACTOR**, as an independent contractor, is a natural person, firm or corporation who agrees to perform WORK for a fixed price according to his or its own methods and without subjection to the supervision or control of the **CITY**, except as to the results of the WORK, and not as to the means by which the WORK are accomplished.

14.2 It is mutually agreed that **CONTRACTOR** is associated with **CITY** only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted WORK pursuant to this Contract. **CONTRACTOR** is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract.

14.3 Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for **CITY** whatsoever with respect to the indebtedness, liabilities, and obligations of **CONTRACTOR** or any other party.

14.4 **CONTRACTOR**, in addition to **Section 13** (INDEMNIFICATION), shall indemnify and hold **CITY** harmless from, and defend **CITY** against, any and all losses, damages, claims, costs, penalties, liabilities, expenses arising out of or incurred in any way because of, but not limited to, **CONTRACTOR'S** obligations or legal duties regarding any taxes, fees, assessments, benefits, entitlements, notice of benefits, employee's eligibility to work, to any third party, subcontractor, employee, state, local or federal governmental entity.

14.5 Neither **CONTRACTOR** nor its employees, agents, or representatives shall be considered employees, agents, or representatives of **CITY**.

15. INSURANCE REQUIREMENTS (GENERAL):

15.1 ***NOTICE: The following general insurance requirements shall apply unless these general requirements are altered by the specific requirements set forth in CITY'S solicitation for bid document, the adopted bid or other document incorporated into this Contract by the parties. These general insurance requirements do not include terms related to bond(s) required for this Contract, which are set forth in the CITY'S solicitation and below in this Contract following the execution pages.***

15.2 **CONTRACTOR**, as an independent contractor and not an employee of **CITY**, must carry policies

of insurance in amounts specified and pay all taxes and fees incident hereunto. **CITY** shall have no liability except as specifically provided in this Contract.

15.3 **CONTRACTOR** shall not commence work before: (1) **CONTRACTOR** has provided the required evidence of insurance to **CITY** Purchasing and Contracts, and (2) **CITY** has approved the insurance policies provided by **CONTRACTOR**.

15.4 Prior approval of the insurance policies by **CITY** shall be a condition precedent to any payment of consideration under this Contract and **CITY'S** approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this Contract. Any failure of **CITY** to timely approve shall not constitute a waiver of the condition.

15.5 *Insurance Coverage (15.6 through 15.23)*:

15.6 **CONTRACTOR** shall, at **CONTRACTOR'S** sole expense, procure, maintain and keep in force for the duration of this Contract the following insurance conforming to the minimum requirements specified below. Unless specifically specified herein or otherwise agreed to by **CITY**, the required insurance shall be in effect prior to the commencement of work by **CONTRACTOR** and shall continue in force as appropriate until the later of:

15.6.1 Final acceptance by **CITY** of the completion of this Contract; or

15.6.2 Such time as the insurance is no longer required by **CITY** under the terms of this Contract.

15.6.3 Any insurance or self-insurance available to **CITY** under its coverage(s) shall be in excess of and non-contributing with any insurance required from **CONTRACTOR. CONTRACTOR'S** insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by **CITY**, **CONTRACTOR** shall provide **CITY** with renewal or replacement evidence of insurance no less than thirty (30) calendar days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by this Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as **CONTRACTOR** has knowledge of any such failure, **CONTRACTOR** shall immediately notify **CITY** and immediately replace such insurance or bond with an insurer meeting the requirements.

15.7 *General Insurance Requirements (15.8 through 15.23*:

15.8 **Certificate Holder:** Each certificate shall list Carson City c/o Carson City Purchasing and Contracts, 201 N. Carson Street, Suite 2, Carson City, NV 89701 as a certificate holder.

15.9 **Additional Insured:** By endorsement to the general liability insurance policy evidenced by **CONTRACTOR**, The City and County of Carson City, Nevada, its officers, employees and immune contractors shall be named as additional insureds for all liability arising from this Contract.

15.10 **Waiver of Subrogation**: Each liability insurance policy, except for professional liability, shall provide for a waiver of subrogation in favor of the City.

15.11 **Cross-Liability**: All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.

15.12 **Deductibles and Self-Insured Retentions**: Insurance maintained by **CONTRACTOR** shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by **CITY**. Such approval shall not relieve **CONTRACTOR** from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed $5,000.00 per occurrence, unless otherwise approved by **CITY**.

15.13 **Policy Cancellation**: Except for ten (10) calendar days notice for non-payment of premium, **CONTRACTOR** or its insurers must provide thirty (30) calendar days prior written notice to Carson City Purchasing and Contracts if any policy will be canceled, non-renewed or if required coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by mail to Carson City Purchasing and Contracts, 201 N. Carson Street, Suite 2, Carson City, NV 89701. When available, each insurance policy shall be endorsed to provide thirty (30) days' notice of

cancellation, except for ten (10) days' notice for non-payment of premium, to City.

15.14 **Approved Insurer**: Each insurance policy shall be issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers under federal and Nevada law and having agents in Nevada upon whom service of process may be made, and currently rated by A.M. Best as "A-VII" or better.

15.15 **Evidence of Insurance:** Prior to commencement of work, **CONTRACTOR** must provide the following documents to Carson City Purchasing and Contracts, 201 North Carson Street, Suite 2, Carson City, NV 89701:

15.16 **Certificate of Insurance:** Contractor shall furnish City with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth herein The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to Carson City Purchasing and Contracts to evidence the insurance policies and coverages required of **CONTRACTOR**.

15.17 **Additional Insured Endorsement:** An Additional Insured Endorsement (CG20 10 or C20 26), signed by an authorized insurance company representative, must be submitted to Carson City Purchasing and Contracts to evidence the endorsement of **CITY** as an additional insured per **Subsection 15.9** (Additional Insured).

15.18 **Schedule of Underlying Insurance Policies:** If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlying Schedule from the Umbrella or Excess insurance policy may be required.

15.19 **Review and Approval:** Documents specified above must be submitted for review and approval by **CITY** Purchasing and Contracts prior to the commencement of work by **CONTRACTOR**. Neither approval by **CITY** nor failure to disapprove the insurance furnished by **CONTRACTOR** shall relieve **CONTRACTOR** of **CONTRACTOR'S** full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of **CONTRACTOR** or its sub-contractors, employees or agents to **CITY** or others, and shall be in addition to and not in lieu of any other remedy available to **CITY** under this Contract or otherwise. **CITY** reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

15.20 **COMMERCIAL GENERAL LIABILITY INSURANCE**:

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than $1,000,000 each occurrence.

15.20.1 *Minimum Limits required*:

15.20.2 Two Million Dollars ($2,000,000.00) - General Aggregate.

15.20.3 Two Million Dollars ($2,000,000.00) - Products & Completed Operations. Aggregate

15.20.4 One Million Dollars ($1,000,000.00) - Each Occurrence.

15.20.5 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)].

15.20.6 City and County of Carson City, Nevada, its officers, employees and immune contractors shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or CG 20 26, or a substitute providing equivalent coverage, and under the commercial umbrella, if any.

15.20.7 This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to City 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.

15.20.8 There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability assumed under a contract.

15.20.9 Contractor waives all rights against City 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 this Contract. Insurer shall endorse CGL policy as required to waive subrogation against City with respect to any loss paid under the policy

15.21 **BUSINESS AUTOMOBILE LIABILITY INSURANCE:**

15.21.1 *Minimum Limit required*:

15.21.2 Contractor shall maintain automobile liability and, if necessary, commercial umbrella liability insurance with a limit of not less than $1,000,000 each accident for bodily injury and property damage.

15.21.3 Such insurance shall cover liability arising out of owned, hired, and non-owned autos (as applicable). Coverage as required above shall be written on ISO form CA 00 01, CA 00 05, CA 00 25, or a substitute form providing equivalent liability coverage.

15.21.4 Contractor waives all rights against City and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the automobile liability or other liability insurance obtained by Contractor pursuant this Contract.

15.22 **PROFESSIONAL LIABILITY INSURANCE (Architects, Engineers and Land Surveyors)**

15.22.1 *Minimum Limit required*:

15.22.2 CONTRACTOR shall maintain professional liability insurance applying to all activities performed under this Contract with limits not less than One Million Dollars ($1,000,000.00) and Two Million Dollars ($2,000,000) in the aggregate.

15.22.3 Retroactive date: Prior to commencement of the performance of this Contract.

15.22.4 CONTRACTOR will maintain professional liability insurance during the term of this Contract and for a period of three (3) years after termination of this Contract unless waived by the City. In the event of non-renewal or other lapse in coverage during the term of this Contract or the three (3) year period described above, CONTRACTOR shall purchase Extended Reporting Period coverage for claims arising out of CONTRACTOR's negligence acts, errors and omissions committed during the term of the Professional Liability Policy. The Extended Reporting Period shall continue through a minimum of three (3) years after termination date of this Contract.

15.22.5 A certified copy of this policy may be required.

15.23 **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:**

15.23.1 **CONTRACTOR** shall provide workers' compensation insurance as required by NRS Chapters 616A through 616D inclusive and Employer's Liability insurance with a minimum limit not less than $1,000,000 each accident for bodily injury by accident or $1,000,000 each employee for bodily injury by disease

15.23.2 **CONTRACTOR** may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that **CONTRACTOR** is a sole proprietor; that **CONTRACTOR** will not use the services of any employees in the performance of this Contract; that **CONTRACTOR** has elected to not be

included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and that **CONTRACTOR** is otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

15.23.3 **CONTRACTOR** waives all rights against City 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 Contractor pursuant to this Contract. Contractor shall obtain an endorsement equivalent to WC 00 03 13 to affect this waiver.

16. BUSINESS LICENSE:

16.1 **CONTRACTOR** shall not commence work before **CONTRACTOR** has provided a copy of his Carson City business license to Carson City Purchasing and Contracts.

16.2 The Carson City business license shall continue in force until the later of: (1) final acceptance by **CITY** of the completion of this Contract; or (2) such time as the Carson City business license is no longer required by **CITY** under the terms of this Contract.

17. COMPLIANCE WITH LEGAL OBLIGATIONS:

CONTRACTOR shall procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by **CONTRACTOR** to provide the goods or WORK or any services of this Contract. **CONTRACTOR** will be responsible to pay all government obligations, including, but not limited to, all taxes, assessments, fees, fines, judgments, premiums, permits, and licenses required or imposed by law or a court. Real property and personal property taxes are the responsibility of **CONTRACTOR** in accordance with NRS Chapter 361 generally and NRS 361.157 and 361.159, specifically regarding for profit activity. **CONTRACTOR** agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. **CITY** may set-off against consideration due any delinquent government obligation.

18. WAIVER OF BREACH:

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

19. SEVERABILITY:

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

20. ASSIGNMENT / DELEGATION:

To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by **CITY,** such offending portion of the assignment shall be void, and shall be a breach of this Contract. **CONTRACTOR** shall neither assign, transfer nor delegate any rights, obligations or duties under this Contract without the prior written approval of **CITY**. The parties do not intend to benefit any third party beneficiary regarding their respective performance under this Contract.

21. CITY OWNERSHIP OF PROPRIETARY INFORMATION:

21.1 Any files, reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer programs, computer codes, and computer records (which are intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by **CONTRACTOR** (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of **CITY** and all such materials shall be delivered into **CITY** possession by **CONTRACTOR** upon completion, termination, or cancellation of this

Contract. **CONTRACTOR** shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of **CONTRACTOR'S** obligations under this Contract without the prior written consent of **CITY**. Notwithstanding the foregoing, **CITY** shall have no proprietary interest in any materials licensed for use by **CITY** that are subject to patent, trademark or copyright protection.

21.2 **CITY** shall be permitted to retain copies, including reproducible copies, of **CONTRACTOR'S** drawings, specifications, and other documents for information and reference in connection with this Contract.

21.3 **CONTRACTOR'S** drawings, specifications and other documents shall not be used by **CITY** or others without expressed permission of **CONTRACTOR**.

22. PUBLIC RECORDS:

Pursuant to NRS 239.010, information or documents received from **CONTRACTOR** may be open to public inspection and copying. **CITY** will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. **CONTRACTOR** may clearly label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 332.061, provided that **CONTRACTOR** thereby agrees to indemnify and defend **CITY** for honoring such a designation. The failure to so label any document that is released by **CITY** shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

23. CONFIDENTIALITY:

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

24. FEDERAL FUNDING:

24.1 *In the event federal grant funds are used for payment of all or part of this Contract*:

24.1.1 **CONTRACTOR** certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

24.1.2 **CONTRACTOR** and its subcontractors must be registered in the US Government System for Award Management (SAM) for verification on projects with federal funding.

24.1.3 **CONTRACTOR** and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

24.1.4 **CONTRACTOR** and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and Executive Order 11478 (July 21, 2014) and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, sexual orientation, gender identity, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).

24.14.1 If and when applicable to the particular federal funding and the Scope of Work under this Contract, **CONTRACTOR** and its subcontractors shall comply with: American Iron and Steel (AIS) provisions of P.L. 113-76, Consolidated Appropriations Act, 2014, Section 1605 – Buy American (100% Domestic Content of iron, steel and manufactured goods); Federal Highway Administration (FHWA) 23 U.S.C. § 313 – Buy America, 23 C.F.R.

§635.410 (100% Domestic Content of steel, iron and manufactured products); Federal Transit Administration (FTA)49 U.S.C. § 5323(j), 49 C.F.R. Part 661 – Buy America Requirements (See 60% Domestic Content for buses and other Rolling Stock).

25. LOBBYING:

25.1 The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:

25.1.1 Any federal, state, county or local agency, legislature, commission, council or board;

25.1.2 Any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or

25.1.3 Any officer or employee of any federal, state, county or local agency; legislature, commission, council or board.

26. GENERAL WARRANTY:

CONTRACTOR warrants that it will perform all WORK required hereunder in accordance with the prevailing standard of care by exercising the skill and care normally required of individuals performing the same or similar WORK, under the same or similar circumstances, in the State of Nevada.

27. PROPER AUTHORITY:

The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. **CONTRACTOR** acknowledges that this Contract is effective only after approval by the Carson City Board of Supervisors and only for the period of time specified in this Contract. Any WORK performed by **CONTRACTOR** before this Contract is effective or after it ceases to be effective is performed at the sole risk of **CONTRACTOR**.

28. ALTERNATIVE DISPUTE RESOLUTION (Public Work):

If the WORK under this Contract involves a "public work" as defined under NRS 338.010(18), then pursuant to NRS 338.150, a public body charged with the drafting of specifications for a public work shall include in the specifications a clause requiring the use of a method of alternative dispute resolution ("ADR") before initiation of a judicial action if a dispute arising between the public body and the **CONTRACTOR** engaged on the public work cannot otherwise be settled. Therefore, unless ADR is otherwise provided for by the parties in any other incorporated attachment to this Contract, in the event that a dispute arising between **CITY** and **CONTRACTOR** regarding that public work cannot otherwise be settled, **CITY** and **CONTRACTOR** agree that, before judicial action may be initiated, **CITY** and **CONTRACTOR** will submit the dispute to non-binding mediation. **CITY** shall present **CONTRACTOR** with a list of three potential mediators. **CONTRACTOR** shall select one person to serve as the mediator from the list of potential mediators presented by **CITY**. The person selected as mediator shall determine the rules governing the mediation.

29. GOVERNING LAW / JURISDICTION:

This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. **CONTRACTOR** consents and agrees to the jurisdiction of the courts of the State of Nevada located in Carson City, Nevada for enforcement of this Contract.

30. ENTIRE CONTRACT AND MODIFICATION:

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

this Contract and any other agreement between **CITY** and **CONTRACTOR** on this same matter shall be construed consistent with the terms of this Contract. The parties agree that each has had their respective counsel review this Contract which shall be construed as if it was jointly drafted.

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT
Contract No: 23300248
Title: Brunswick Effluent Transmission Main Repair Project

31. ACKNOWLEDGMENT AND EXECUTION:

This Contract may be executed in counterparts. The parties hereto have caused this Contract to be signed and intend to be legally bound thereby as follows:

AND ALL SUPPLEMENTAL AGREEMENTS AMENDING OR EXTENDING THE WORK CONTEMPLATED.

ACKNOWLEDGMENT AND EXECUTION:

In witness whereof, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

CITY
Executive Office
Purchasing and Contracts Department
201 North Carson Street, Suite 2
Carson City, Nevada 89701
Telephone: 775-283-7362
Fax: 775-887-2286
CAkers@carson.org

By:_____
Sheri Russell-Benabou, Chief Financial Officer

Dated _____

CITY'S LEGAL COUNSEL
Carson City District Attorney
I have reviewed this Contract and approve as to its legal form.

By:_____
Deputy District Attorney

Dated _____

CONTRACTOR will not be given authorization to begin work until this Contract has been signed by Purchasing and Contracts

BY: Carol Akers
Purchasing & Contracts Administrator

By: _____

Dated _____

Project# P320118082
Account # 5103205-507010

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT
Contract No: 23300248
Title: Brunswick Effluent Transmission Main Repair Project

Undersigned deposes and says under penalty of perjury: That he/she is **CONTRACTOR** or authorized agent of **CONTRACTOR**; that he/she has read the foregoing Contract; and that he/she understands the terms, conditions and requirements thereof.

CONTRACTOR
BY: Joshua Twist
TITLE: President
FIRM: TNT Industrial Contractors, Inc.
CARSON CITY BUSINESS LICENSE #: _____
NEVADA CONTRACTORS LICENSE #: 0072754
Address: 3800 Happy Lane
City: Sacramento **State:** CA **Zip Code:** 95827
Telephone: 916-395-8400
E-mail Address: JTwist@tntindustrial.com

_____
(Signature of Contractor)

DATED _____

STATE OF_____)
)ss
County of _____)

Signed and sworn (or affirmed before me on this _____day of _____, 20____.

_____
(Signature of Notary)

(Notary Stamp)

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT
Contract No: 23300248
Title: Brunswick Effluent Transmission Main Repair Project

CONTRACT ACCEPTANCE AND EXECUTION:

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of January 5 2023, approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 23300248** titled **Brunswick Effluent Transmission Main Repair Project**. Further, the Board of Supervisors authorizes the Mayor of Carson City, Nevada to sign this document and record the signature for the execution of this Contract in accordance with the action taken.

CARSON CITY, NEVADA

_____
LORI BAGWELL, MAYOR

DATED this 5th day of January 2023.

ATTEST:

_____
WILLIAM "SCOTT" HOEN, CLERK-RECORDER

DATED this 5th day of January 2023.

PERFORMANCE BOND

Doc. No. 2151
(Rev. 11-17-99)

Bond #:_____

KNOW ALL PERSONS BY THESE PRESENTS, that I/we_____
_____as Principal, hereinafter called CONTRACTOR, and

_____
a corporation duly organized under the laws of _____, as Surety, hereinafter called the Surety, are held and firmly bound unto Carson City, Nevada a consolidated municipality of the State of Nevada, hereinafter called CITY, for the sum of $_____ (state sum in Words)_____
_____ for the payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, CONTRACTOR has by written agreement dated _____, entered into a contract with CITY for **BID# 23300248** titled **Brunswick Effluent Transmission Main Repair Project** in accordance with drawings and specifications prepared by CITY and which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly and faithfully perform said Contract then this obligation shall be null and void; otherwise it shall remain in full force and effect. The Surety hereby waives notice of any alteration or extension of time made by CITY and its obligation is not affected by any such alteration or extension provided the same is within the scope of the Contract. Whenever CONTRACTOR shall be, and is declared by CITY to be in default under the Contract, CITY having performed CITY'S obligations thereunder, the Surety may promptly remedy the default or shall promptly:

1) Complete the Contract in accordance with its terms and conditions; or

2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by CITY and the Surety jointly of the lowest responsive, responsible bidder, arrange for a contract between such bidder and CITY, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price", as used in this paragraph, shall mean the total amount payable by CITY to CONTRACTOR under the Contract and any amendments thereto, less the amount properly paid by CITY to CONTRACTOR. No right of action shall accrue on this bond to or for the use of any person or corporation other than CITY or successors of CITY.

PERFORMANCE BOND

Continued for **BID# 23300248** titled **Brunswick Effluent Transmission Main Repair Project**

BY:	**(Signature of Principal)**
TITLE:	
FIRM:	
Address:	**L.S.**
City, State, Zip:	
Phone:	

Printed Name of Principal:	
Attest By:	**(Signature of Notary)**
Subscribed and Sworn before me this day of	**,20____**

CLAIMS UNDER THIS BOND MAY BE ADDRESSED TO:

Name of Surety:	
Address:	
City:	
State/Zip Code:	
Name:	
Title:	
Telephone:	
Surety's Acknowledgment:	
By:	

NOTICE:

No substitution or revision to this bond form will be accepted. Sureties must be authorized to do business in and have an agent for service of process in the State of Nevada. Certified copy of Power of Attorney must be attached.

LABOR AND MATERIAL PAYMENT BOND

Bond #:_____

Doc. No. 2152
(Rev. 11-17-99)

KNOW ALL PERSONS BY THESE PRESENTS, that I/we _____
_____as Principal, hereinafter called CONTRACTOR, and
_____ a corporation duly organized under the laws of the State of Nevada, as Surety, hereinafter called the Surety, are held and firmly bound unto Carson City, Nevada a consolidated municipality of the State of Nevada, hereinafter called CITY, for the $_____Dollars (state sum in words)_____
_____ for the payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, CONTRACTOR has by written agreement dated _____ entered into a contract with CITY for **BID# 23300248** titled **Brunswick Effluent Transmission Main Repair Project** in accordance with drawings and specifications prepared by CITY and which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1) A claimant is defined as one having a direct contract with CONTRACTOR or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental of equipment directly applicable to the Contract.

2) The above-named Principal and Surety hereby jointly and severally agree with CITY that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. CITY shall not be liable for the payment of any costs or expenses of any such suit.

3) No suit or action shall be commenced hereunder by any claimant:

   a) Unless claimant, other than one having a direct contract with CONTRACTOR, shall have given written notice to any two of the following: CONTRACTOR, CITY, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be personally served or served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal at any place the Principal maintains an office or conducts its business.

   b) After the expiration of one (1) year following the date on which the last of the labor was performed or material was supplied by the party bringing suit.

   c) Other than in a court of competent jurisdiction for the county or district in which the construction Contract was to be performed.

LABOR AND MATERIAL PAYMENT BOND

Continued for **BID# 23300248** titled **Brunswick Effluent Transmission Main Repair Project**

4) The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

BY:	**(signature of Principal)**
TITLE:	
FIRM:	
Address:	**L.S.**
City, State, Zip:	
Phone:	
Printed Name of Principal:	
Attest by:	**(signature of notary)**
Subscribed and Sworn before me this day of	**, 20___**

CLAIMS UNDER THIS BOND MAY BE ADDRESSED TO:

Name of Surety:	
Address:	
City:	
State/Zip Code:	
Name:	
Title:	
Telephone:	
Surety's Acknowledgment:	
By:	

NOTICE:

No substitution or revision to this bond form will be accepted. Sureties must be authorized to do business in and have an agent for service of process in the State of Nevada. Certified copy of Power of Attorney must be attached.

STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** January 5, 2023

Staff Contact: Carol Akers, Purchasing & Contracts Administrator & Nicki Aaker, Health & Human Services Director

Agenda Title: For Possible Action: Discussion and possible action regarding the appointment of Dr. Colleen Lyons as the Carson City County Health Officer, effective January 1, 2023 for a two-year term ending on December 31, 2024, and regarding Amendment No. 2 to Contract No. 20300270, to extend the term of the contract with Dr. Lyons to December 31, 2024 and to increase the contract amount by an additional $60,000, paid $2,500 per month, for a new total not to exceed amount of $115,000, to be funded from the Health Administration Professional Services account in the General Fund. (Nicki Aaker, naaker@carson.org)

Staff Summary: Dr. Colleen Lyons has served as Carson City's Health Officer since March 1, 2021, and her contract expired on December 31, 2022.

Agenda Action: Formal Action / Motion **Time Requested:** Consent

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Proposed Motion

I move to approve the amendment and to appoint Dr. Colleen Lyons as the County Health Officer for a two-year term as presented.

Board's Strategic Goal

Efficient Government

Previous Action

April 1, 2021 (Item 8A): The Board of Supervisors ("Board") approved Amendment No. 1 to Contract No. 20300270 modifying certain provisions related to insurance requirements.

February 18, 2021 (Item 30B): The Board approved Dr. Colleen Lyons' contract, Contract No. 20300270.

Background/Issues & Analysis

On February 18, 2021, Dr. Colleen Lyons' contract was approved. Pursuant to NRS 439.290 and CCMC 9.01.030 and 9.01.040, in appointing the health officer, the Board must consider the candidate's education in public health, training, experience, and interest in public health and related programs. This contract is not adapted to competitive bidding pursuant to NRS 332.115(1)(b) because it is a contract for professional services. Pursuant to NRS 439.320 and CCMC 9.01.030, the County Health Officer is the Executive Officer of the Carson City Board of Health and acts as chairperson of the Carson City Board of Health. The Board appoints the County Health Officer for a two-year term.

Applicable Statute, Code, Policy, Rule or Regulation

NRS 332.115(1)(b), 439.290 and 439.300; and CCMC 9.01.030 and 9.01.050

Financial Information
Is there a fiscal impact? Yes

If yes, account name/number: General Fund - Health Administration Professional Services account - 1016800-500309.

Is it currently budgeted? Yes

Explanation of Fiscal Impact: $30,000 is budgeted in the account each year.

Alternatives
Do not appoint Dr. Lyons or approve the amendment and/or provide alternative direction to staff.

Attachments:
20300270_Amendment_2.pdf

20300270 Executed Amendment 1.pdf

20300270 Executed Contract.pdf

Board Action Taken:

Motion: _____	1) _____	Aye/Nay
	2) _____	_____
		_____
		_____
		_____
		_____

_____
(Vote Recorded By)

AMENDMENT FOR CONTRACT

Contract No.: 20300270
Title: Carson City Health Officer
Amendment No.: 2

If Consideration will be amended, please indicate amount: Increase $60,000.

Reason for amendment: To extend the contract retroactively from January 1, 2023 through December 31, 2024 and to increase the contract an additional $60,000, to be paid $2,500 per month, for a new total contract amount of $115,000.

It is also agreed, that all unaffected conditions, requirements, and restrictions of Contract No. 20300270, and Amendment No. 1 thereto, remain in full force and effect for the duration of the Contract term.

Amendment will become effective when approved by the Carson City Board of Supervisors and executed by the Carson City Mayor.

INDEPENDENT CONTRACTOR:

Approved by:

Name/Title: Dr. Colleen C. Lyons Carson City Health Officer

Signature: _____ Date: _____

CITY

Approved by:

City Department: Health and Human Services

Name/Title: Nicki Aaker, Director

Signature: _____ Date: _____

Carson City Purchasing and Contracts:

Name/Title: Carol Akers, Purchasing and Contracts Administrator

Signature: _____ Date: _____

Approved as to form by:

District Attorney's Office:

Name/Title: Mihaela Neagos, Deputy District Attorney

Signature: _____ Date: _____

AMENDMENT FOR CONTRACT

Contract No.: 20300270
Title: Carson City Health Officer
Amendment No.: 2

CONTRACT ACCEPTANCE AND EXECUTION:

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of January 5, 2023, approved the acceptance of the attached Amendment for Contract hereinbefore identified as Amendment No. 2 to CONTRACT No. 20300270. Further, the Board of Supervisors authorizes the Mayor of Carson City, Nevada to sign this document and record the signature for the execution of this Amendment for Contract in accordance with the action taken.

CARSON CITY, NEVADA

_____
LORI BAGWELL, MAYOR

DATED this 5th day of January 2023

ATTEST:

_____
WILLIAM SCOTT HOEN Clerk-Recorder

DATED this 5th day of January 2023.

1016800-500309

Agenda Item No: 8.A

STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** April 1, 2021

Staff Contact: Nicki Aaker, Health & Human Services Director

Agenda Title: For Possible Action: Discussion and possible action regarding Amendment No. 1 to Contract No. 20300270, independent contractor agreement with Dr. Colleen Lyons, Carson City Health Officer, to modify certain provisions related to insurance requirements. (Nicki Aaker, naaker@carson.org)

Staff Summary: The Board of Supervisors ("Board") appointed Dr. Lyons as the Carson City Health Officer on February 18, 2021 and approved Contract No. 20300270 to formalize the terms of her appointment. As approved, the contract contained standard terms and conditions relating to insurance requirements that have since been determined as inapplicable to her independent contractor status as the Carson City Health Officer. Consequently, Dr. Lyons has requested revisions to the contract.

Agenda Action: Formal Action / Motion **Time Requested:** Consent

---

Proposed Motion
I move to approve the amendment as presented.

Board's Strategic Goal
Efficient Government

Previous Action
February 18, 2021 – The Board appointed Dr. Colleen Lyons as the Carson City Health Officer and approved Contract No. 20300270.

Background/Issues & Analysis
At its February 18, 2021 meeting, the Board appointed Dr. Lyons to serve as the new Carson City Health Officer and approved Contract No. 20300270 formalizing the terms of her appointment as an independent contractor. However, due to certain timing constraints resulting from the retirement of the city's previous Health Officer, Dr. Susan Pintar, and the necessity to move forward with a new appointment for her replacement, Dr. Lyons was unable to review the contract before it was approved by the Board.

Upon review, it has been determined that Dr. Lyons, as an independent contractor, is not required to carry or maintain policies of general insurance, commercial general liability insurance, business automobile liability insurance and worker's compensation and employer's liability insurance in the manner required by Sections 13.1, 13.2, 13.21 and 13.23 of Contract No. 20300270. Additionally, Carson City will provide professional liability insurance for Dr. Lyons pursuant to Section 13.22 of the contract. This proposed amendment to the contract, made at the request of Dr. Lyons, reflects the foregoing changes. Because Contract No. 20300270 was previously approved by the Board and the requested changes as contained in the proposed amendment are substantive in nature and scope, the Board must authorize the adoption of Amendment No. 1.

Applicable Statute, Code, Policy, Rule or Regulation
NRS 439.290 and 439.300; CCMC 9.01.030 and 9.01.050.

Financial Information
Is there a fiscal impact? No

If yes, account name/number: General Fund – Health Administration Professional Services account / 1016800-500309 - FOR CONTRACT
INSURANCE CHANGE WILL HAVE NO FISCAL IMPACT

Is it currently budgeted? Yes

Explanation of Fiscal Impact: N/A

Alternatives
Do not approve the amendment and provide alternative direction to staff.

Attachments:
Amendment No.1 Contract 20300270.doc

20300270 Draft Contract.doc

Exhibit A - Scope of Work.pdf

Board Action Taken:
Motion: Approved 1) SG 2) LS

Aye/Nay 5/0/0

TW
(Vote Recorded By)

AMENDMENT FOR CONTRACT

Contract No.: 20300270
Title: Carson City Health Officer
Amendment No.: 1

If Consideration will be amended, please indicate amount: N/A

Reason for amendment: The insurance requirements set forth in Section 13 of Contract No. 20300270 are not applicable to the Carson City Health Officer. As such, Section 13 of Contract No. 20300270 is stricken in its entirety and hereby replaced with the following:

13. **PROFESSIONAL LIABILITY INSURANCE**

13.1.1 *Minimum Limit required:*

13.1.2 CITY shall maintain professional liability insurance applying to all activities performed under this Contract with limits not less than One Million Dollars ($1,000,000.00) and Two Million Dollars ($2,000,000) in the aggregate.

13.1.3 Retroactive date: March 1, 2021

13.1.4 CITY will maintain professional liability insurance during the term of this Contract.

It is also agreed that all unaffected conditions, requirements, and restrictions of Contract No. 20300270 remain in full force and effect for the duration of the Contract term.

Amendment will become effective when approved by the Board of Supervisors.
Approved by:

(1) City Manager's Office
Name/Title: Nancy Paulson, City Manager
Signature: Nancy Paulson **Date:** 5/26/21

(2) District Attorney's Office:
Name/Title: Mihaela Neagos, Deputy District Attorney
Signature: Mihaela Neagos **Date:** 5/26/2021

(3) Carson City Health and Human Services:
Name/Title: Nicki Aaker, Director
Signature: N. Aaker **Date:** 5/18/2021

(4) Colleen C. Lyons:
Name/Title: Colleen C. Lyons, Carson City Health Officer
Signature: Colleen C. Lyons MD **Date:** 05 April 2021

Agenda Item No: 30.B

STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** February 18, 2021

Staff Contact: Nicki Aaker (naaker@carson.org)

Agenda Title: For Possible Action: Discussion and possible action regarding the appointment of a County Health Officer for Carson City and whether to approve Contract No. 20300270, County Health Officer, for a term beginning March 1, 2021 and terminating on December 31, 2022, for an amount not to exceed $2,500 per month for a total amount of $55,000 to be funded from the Health Administration Professional Services account in the General Fund. (Nicki Aaker, naaker@carson.org)

Staff Summary: Dr. Susan Pintar is currently serving as Carson City's Health Officer and her contract expires on February 28, 2021. The vacancy was advertised on the City's website and with the local news organizations and the Nevada State Medical Association which sent notice to all of its members regarding the vacancy and posted the advertisement on its fact sheet. The City received one application for the vacancy from Dr. Colleen Lyons.

Agenda Action: Formal Action / Motion **Time Requested:** 30 minutes

---

Proposed Motion

I move to appoint Dr. Colleen Lyons as the Carson City Health Officer and to approve the contract as presented.

Board's Strategic Goal

Efficient Government

Previous Action

December 17, 2020 – The Board of Supervisors approved Amendment No. 1 to Contract No. 1819-149 to extend the appointment of Dr. Susan Pintar until February 28, 2021.

Dr. Pintar was first appointed as the Carson City Health Officer in 2010 and has been re-appointed every two years.

Background/Issues & Analysis

On December 17, 2020, Dr. Susan Pintar's contract was extended to February 28, 2021 to allow more time for the City to recruit for a new County Health Officer. Pursuant to NRS 439.290 and CCMC 9.01.030 and 9.01.040, the Carson City Health Officer is an independent contractor appointed by the Carson City Board of Supervisors on or before January 1st next following each general election for a two-year term or until his or her successor is appointed and qualified. In appointing the health officer, the Board must consider the candidate's education in public health, training, experience, and interest in public health and related programs. This contract

is not adapted to competitive bidding pursuant to NRS 332.115(1)(b) because it is a contract for professional services. Pursuant to NRS 439.320 and CCMC 9.01.030, the Carson City Health Officer is the Executive Officer of the Carson City Board of Health and acts as chairperson of the Carson City Board of Health.

Applicable Statute, Code, Policy, Rule or Regulation
NRS 332.115(1)(b), 439.290 and 439.300; and CCMC 9.01.030 and 9.01.050

Financial Information
Is there a fiscal impact? Yes

If yes, account name/number: General Fund - Health Administration Professional Services account - 1016800-500309.

Is it currently budgeted? Yes

Explanation of Fiscal Impact: There are 4 months remaining in FY21; therefore, 1/3rd of the fiscal year contract price of $10,000 will be paid in FY 2021. Available budget in FY 2021 is $26,791. FY 2022 will be the full contract payment of $30,000, and base budget which should be available is $40,391, once the FY22 Budget is approved in May.

Alternatives
Do not approve the appointment and provide alternative direction to staff.

Attachments:
C. Lyons Application.pdf

20300270 Draft Contract.pdf

Board Action Taken:
Motion: Appoint 1) SJ 2) SS Aye/Nay 5/0/0

ARL
(Vote Recorded By)

INDEPENDENT CONTRACTOR AGREEMENT
Contract No. 20300270
Title: Carson City Health Officer

THIS CONTRACT is made and entered into this 18th day of February, 2021, by and between Carson City, a consolidated municipality, a political subdivision of the State of Nevada, hereinafter referred to as **"CITY"**, and Colleen C. Lyons, MD, hereinafter referred to as **"CONTRACTOR"**.

WITNESSETH:

WHEREAS, the Purchasing and Contracts Administrator for **CITY** is authorized pursuant to Nevada Revised Statutes (hereinafter referred to as "NRS") 332 and Carson City Purchasing Resolution #1990-R71, to approve and accept this Contract as set forth in and by the following provisions; and

WHEREAS, CONTRACTOR'S compensation under this agreement (does ___) (does not __X__) utilize in whole or in part money derived from one or more federal grant funding source(s); and

WHEREAS, it is deemed necessary that the services of **CONTRACTOR** for **CONTRACT No. 20300270** (hereinafter referred to as "Contract") are both necessary and in the best interest of **CITY**; and

NOW, THEREFORE, in consideration of the aforesaid premises, and the following terms, conditions and other valuable consideration, the parties mutually agree as follows:

1. **REQUIRED APPROVAL:**

This Contract shall not become effective until and unless approved by the Carson City Board of Supervisors.

2. **SCOPE OF WORK (Incorporated Contract Documents):**

2.1 **CONTRACTOR** shall provide and perform the following services set forth in **Exhibit A,** which shall all be attached hereto and incorporated herein by reference for and on behalf of **CITY** and hereinafter referred to as the "SERVICES".

2.2 **CONTRACTOR** represents that it is duly licensed by **CITY** for the purposes of performing the SERVICES.

2.3 **CONTRACTOR** represents that it is duly qualified and licensed in the State of Nevada for the purposes of performing the SERVICES.

2.4 **CONTRACTOR** represents that it and/or the persons it may employ possess all skills and training necessary to perform the SERVICES described herein and required hereunder. **CONTRACTOR** shall perform the SERVICES faithfully, diligently, in a timely and professional manner, to the best of its ability, and in such a manner as is customarily performed by a person who is in the business of providing such services in similar circumstances. **CONTRACTOR** shall be responsible for the professional quality and technical accuracy of all SERVICES furnished by **CONTRACTOR** to **CITY**.

2.5 **CONTRACTOR** represents that neither the execution of this Contract nor the rendering of services by **CONTRACTOR** hereunder will violate the provisions of or constitute a default under any other contract or agreement to which **CONTRACTOR** is a party or by which **CONTRACTOR** is bound, or which would preclude **CONTRACTOR** from performing the SERVICES required of

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CCBL expires	12/31/21
PL expires	City
WC expires	waived

CONTRACTOR hereunder, or which would impose any liability or obligation upon **CITY** for accepting such SERVICES.

2.6 Before commencing with the performance of any SERVICES under this Contract, **CONTRACTOR** shall obtain all necessary permits and licenses as may be necessary. Before and during the progress of work under this Contract, **CONTRACTOR** shall give all notice and comply with all the laws, ordinances, rules and regulations of every kind and nature now or hereafter in effect promulgated by any Federal, State, County, or other Governmental Authority, relating to the performance of work under this Contract. If **CONTRACTOR** performs any work that is contrary to any such law, ordinance, rule or regulation, it shall bear all the costs arising therefrom.

2.7 It is expressly understood and agreed that all SERVICES done by **CONTRACTOR** shall be subject to inspection and acceptance by **CITY** and approval of SERVICES shall not forfeit the right of **CITY** to require correction, and nothing contained herein shall relieve **CONTRACTOR** of the responsibility of the SERVICES required under the terms of this Contract until all SERVICES have been completed and accepted by **CITY**.

3. CONTRACT TERM:

3.1 The term of this Contract begins on March 1, 2021, subject to Carson City Board of Supervisors' approval (anticipated to be February 18, 2021) and ends December 31, 2022, unless sooner terminated by either party as specified in **Section 7** (CONTRACT TERMINATION).

4. NOTICE:

4.1 Except any applicable bid and award process where notices may be limited to postings by **CITY** on its Bid Opportunities website (www.carson.org), all notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by e-mail, by regular mail, by telephonic facsimile with simultaneous regular mail, or by certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified below.

4.2 Notice to **CONTRACTOR** shall be addressed to:

Colleen C. Lyons, MD
706 Hillcrest Road
Carson City, NV 89703
775-882-5223
Cclyons223@gmail.com

4.3 Notice to **CITY** shall be addressed to:

Carson City Purchasing and Contracts Department
Carol Akers, Purchasing & Contracts Administrator
201 North Carson Street, Suite 2
Carson City, NV 89701
775-283-7362 / FAX 775-887-2286
CAkers@carson.org

5. COMPENSATION:

5.1 The parties agree that **CONTRACTOR** will provide the SERVICES specified in **Section 2** (SCOPE OF WORK) and **CITY** agrees to pay **CONTRACTOR** the Contract's compensation based upon Time and Materials and the Scope of Work Fee Schedule for an amount not to exceed $2,500 a month for a total contract amount of Fifty-Five Thousand Dollars and 00/100 ($55,000.00), and hereinafter referred to as "Contract Sum".

5.2 Contract Sum represents full and adequate compensation for the completed SERVICES, and includes the furnishing of all materials; all labor, equipment, tools, and appliances; and all expenses, direct or indirect, connected with the proper execution of the SERVICES.

5.3 **CITY** does not agree to reimburse **CONTRACTOR** for expenses unless otherwise specified.

6. TIMELINESS OF BILLING SUBMISSION:

6.1 The parties agree that timeliness of billing is of the essence to this Contract and recognize that **CITY** is on a fiscal year which is defined as the period beginning July 1 and ending June 30 of the following year. All billings for dates of service prior to July 1 must be submitted to **CITY** no later than the first Friday in August of the same year. A billing submitted after the first Friday in August will subject **CONTRACTOR** to an administrative fee not to exceed $100.00. The parties hereby agree this is a reasonable estimate of the additional costs to **CITY** of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to **CONTRACTOR**.

7. CONTRACT TERMINATION:

7.1 Termination Without Cause:

7.1.1 Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated upon written notice by mutual consent of both parties or unilaterally by either party without cause.

7.1.2 **CITY** reserves the right to terminate this Contract for convenience whenever it considers termination, in its sole and unfettered discretion, to be in the public interest. In the event that the Contract is terminated in this manner, payment will be made for SERVICES actually completed. If termination occurs under this provision, in no event shall **CONTRACTOR** be entitled to anticipated profits on items of SERVICES not performed as of the effective date of the termination or compensation for any other item, including but not limited to, unabsorbed overhead. **CONTRACTOR** shall require that all subcontracts which it enters related to this Contract likewise contain a termination for convenience clause which precludes the ability of any subcontractor to make claims against **CONTRACTOR** for damages due to breach of contract, lost profit on items of SERVICES not performed, or unabsorbed overhead, in the event of a convenience termination.

7.2 Termination for Nonappropriation:

7.2.1 All payments and SERVICES provided under this Contract are contingent upon the availability of the necessary public funding, which may include various internal and external sources. In the event that Carson City does not acquire and appropriate the funding necessary to perform in accordance with the terms of the Contract, the Contract shall automatically terminate upon **CITY'S** notice to **CONTRACTOR** of such nonappropriation, and no claim or cause of action

may be based upon any such nonappropriation.

7.3 Cause Termination for Default or Breach:

7.3.1 A default or breach may be declared with or without termination.

7.3.2 This Contract may be terminated by either party upon written notice of default or breach to the other party as follows:

7.3.2.1 If **CONTRACTOR** fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or any SERVICES called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or

7.3.2.2 If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by **CONTRACTOR** to provide the goods or SERVICES or any services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

7.3.2.3 If **CONTRACTOR** becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or

7.3.2.4 If **CITY** materially breaches any material duty under this Contract and any such breach impairs **CONTRACTOR'S** ability to perform; or

7.3.2.5 If it is found by **CITY** that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by **CONTRACTOR**, or any agent or representative of **CONTRACTOR**, to any officer or employee of **CITY** with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or

7.3.2.6 If it is found by **CITY** that **CONTRACTOR** has failed to disclose any material conflict of interest relative to the performance of this Contract.

7.4 Time to Correct (Declared Default or Breach):

7.4.1 Termination upon a declared default or breach may be exercised only after providing seven (7) calendar days written notice of default or breach, and the subsequent failure of the defaulting or breaching party, within five (5) calendar days of providing that default or breach notice, to provide evidence satisfactory to the aggrieved party demonstrating that the declared default or breach has been corrected. Time to correct shall run concurrently with any notice of default or breach and such time to correct is not subject to any stay with respect to the nonexistence of any Notice of Termination. Untimely correction shall not void the right to termination otherwise properly noticed unless waiver of the noticed default or breach is expressly provided in writing by the aggrieved party. There shall be no time to correct with respect to any notice of termination without cause or termination for nonappropriation.

7.5 Winding Up Affairs Upon Termination:

7.5.1 In the event of termination of this Contract for any reason, the parties agree that the provisions of this **Subsection 7.5** survive termination:

7.5.1.1 The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination; and

7.5.1.2 **CONTRACTOR** shall satisfactorily complete SERVICES in progress at the agreed rate (or a pro rata basis if necessary) if so requested by **CITY**; and

7.5.1.3 **CONTRACTOR** shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by **CITY**; and

7.5.1.4 **CONTRACTOR** shall preserve, protect, and promptly deliver into **CITY** possession all proprietary information in accordance with **"Section 19".**

7.6 Notice of Termination:

7.6.1 Unless otherwise specified in this Contract, termination shall not be effective until seven (7) calendar days after a party has provided written notice of default or breach, or notice of without cause termination. Notice of Termination may be given at the time of notice of default or breach, or notice of without cause termination. Notice of Termination may be provided separately at any time after the running of the 7-day notice period, and such termination shall be effective on the date the Notice of Termination is provided to the party unless a specific effective date is otherwise set forth therein. Any delay in providing a Notice of Termination after the 7-day notice period has run without a timely correction by the defaulting or breaching party shall not constitute any waiver of the right to terminate under the existing notice(s).

8. REMEDIES:

Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorney's fees and costs. The parties agree that, in the event a lawsuit is filed and a party is awarded attorney's fees by the court, for any reason, the amount of recoverable attorney's fees shall not exceed the rate of $125 per hour. **CITY** may set off consideration against any unpaid obligation of **CONTRACTOR** to **CITY**.

9. LIMITED LIABILITY:

CITY will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise expressly provided for elsewhere in this Contract. Damages for any **CITY** breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to **CONTRACTOR**, for the fiscal year budget in existence at the time of the breach. **CONTRACTOR'S** tort liability shall not be limited.

10. FORCE MAJEURE:

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

11. INDEMNIFICATION:

11.1 To the extent permitted by law, including, but not limited to, the provisions of NRS Chapter 41, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other party from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorney's fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of the indemnity which would otherwise exist as to any party or person described in this Section.

11.2 Except as otherwise provided in **Subsection 11.4** below, the indemnifying party shall not be obligated to provide a legal defense to the indemnified party, nor reimburse the indemnified party for the same, for any period occurring before the indemnified party provides written notice of the pending claim(s) or cause(s) of action to the indemnifying party, along with:

11.2.1 a written request for a legal defense for such pending claim(s) or cause(s) of action; and

11.2.2 a detailed explanation of the basis upon which the indemnified party believes that the claim or cause of action asserted against the indemnified party implicates the culpable conduct of the indemnifying party, its officers, employees, and/or agents.

11.3 After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall not be obligated to fund or reimburse any fees or costs provided by any additional counsel for the indemnified party, including counsel through which the indemnified party might voluntarily choose to participate in its defense of the same matter.

11.4 After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall be obligated to reimburse the reasonable attorney's fees and costs incurred by the indemnified party during the initial thirty (30) day period of the claim or cause of action, if any, incurred by separate counsel.

12. INDEPENDENT CONTRACTOR:

12.1 **CONTRACTOR**, as an independent contractor, is a natural person, firm or corporation who agrees to perform SERVICES for a fixed price according to his or its own methods and without subjection to the supervision or control of the **CITY**, except as to the results of the SERVICES, and not as to the means by which the SERVICES are accomplished.

12.2 It is mutually agreed that **CONTRACTOR** is associated with **CITY** only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted SERVICES pursuant to this Contract. **CONTRACTOR** is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract.

12.3 Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for **CITY** whatsoever with respect to the indebtedness, liabilities, and obligations of **CONTRACTOR** or any other party.

12.4 **CONTRACTOR**, in addition to **Section 11** (INDEMNIFICATION), shall indemnify and hold **CITY** harmless from, and defend **CITY** against, any and all losses, damages, claims, costs, penalties, liabilities, expenses arising out of or incurred in any way because of, but not limited to, **CONTRACTOR'S** obligations or legal duties regarding any taxes, fees, assessments, benefits, entitlements, notice of benefits, employee's eligibility to work, to any third party, subcontractor, employee, state, local or federal governmental entity.

12.5 Neither **CONTRACTOR** nor its employees, agents, or representatives shall be considered employees, agents, or representatives of **CITY**.

13. INSURANCE REQUIREMENTS (GENERAL):

13.1 ***NOTICE: The following general insurance requirements shall apply unless these general requirements are altered by any specific requirements set forth in CITY'S solicitation for bid document, the adopted bid or other document incorporated into this Contract by the parties.***

13.2 **CONTRACTOR**, as an independent contractor and not an employee of **CITY**, must carry policies of insurance in amounts specified and pay all taxes and fees incident hereunto. **CITY** shall have no liability except as specifically provided in this Contract.

13.3 **CONTRACTOR** shall not commence work before: (1) **CONTRACTOR** has provided the required evidence of insurance to **CITY** Purchasing and Contracts, and (2) **CITY** has approved the insurance policies provided by **CONTRACTOR**.

13.4 Prior approval of the insurance policies by **CITY** shall be a condition precedent to any payment of consideration under this Contract and **CITY'S** approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this Contract. Any failure of **CITY** to timely approve shall not constitute a waiver of the condition.

13.5 *Insurance Coverage (13.6 through 13.23):*

13.6 **CONTRACTOR** shall, at **CONTRACTOR'S** sole expense, procure, maintain and keep in force for the duration of this Contract the following insurance conforming to the minimum requirements specified below. Unless specifically specified herein or otherwise agreed to by **CITY**, the required insurance shall be in effect prior to the commencement of work by **CONTRACTOR** and shall continue in force as appropriate until the later of:

13.6.1 Final acceptance by **CITY** of the completion of this Contract; or

13.6.2 Such time as the insurance is no longer required by **CITY** under the terms of this Contract.

13.6.3 Any insurance or self-insurance available to **CITY** under its coverage(s) shall be in excess of and non-contributing with any insurance required from **CONTRACTOR. CONTRACTOR'S** insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by **CITY**, **CONTRACTOR** shall provide **CITY** with renewal or replacement evidence of insurance no less than thirty (30) calendar days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by this Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as **CONTRACTOR** has knowledge of any such failure, **CONTRACTOR** shall immediately notify **CITY** and immediately replace such insurance or bond with an insurer meeting the requirements.

13.7 *General Insurance Requirements (13.8 through 13.23):*

13.8 **Certificate Holder:** Each certificate shall list Carson City c/o Carson City Purchasing and Contracts, 201 N. Carson Street, Suite 2, Carson City, NV 89701 as a certificate holder.

13.9 **Additional Insured:** By endorsement to the general liability insurance policy evidenced by **CONTRACTOR**, The City and County of Carson City, Nevada, its officers, employees and immune contractors shall be named as additional insureds for all liability arising from this Contract.

13.10 **Waiver of Subrogation**: Each liability insurance policy, except for professional liability, shall provide for a waiver of subrogation in favor of City.

13.11 **Cross-Liability**: All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.

13.12 **Deductibles and Self-Insured Retentions**: Insurance maintained by **CONTRACTOR** shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise

specifically agreed to by **CITY**. Such approval shall not relieve **CONTRACTOR** from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed $5,000.00 per occurrence, unless otherwise approved by **CITY**.

13.13 **Policy Cancellation**: Except for ten (10) calendar days' notice for non-payment of premium, premium, **CONTRACTOR** or its insurers must provide thirty (30) calendar days prior written notice to Carson City Purchasing and Contracts if any policy will be canceled, non-renewed or if required coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by mail to Carson City Purchasing and Contracts, 201 N. Carson Street, Suite 2, Carson City, NV 89701. When available, each insurance policy shall be endorsed to provide thirty (30) days' notice of cancellation, except for ten (10) days' notice for non-payment of premium, to City.

13.14 **Approved Insurer**: Each insurance policy shall be issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers under federal and Nevada law and having agents in Nevada upon whom service of process may be made, and currently rated by A.M. Best as "A-VII" or better.

13.15 **Evidence of Insurance:** Prior to commencement of work, **CONTRACTOR** must provide the following documents to Carson City Purchasing and Contracts, 201 North Carson Street, Suite 3, Carson City, NV 89701:

13.16 **Certificate of Insurance: CONTRACTOR** shall furnish City with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth herein. The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to Carson City Purchasing and Contracts to evidence the insurance policies and coverages required of **CONTRACTOR**.

13.17 **Additional Insured Endorsement:** An Additional Insured Endorsement (CG20 10 or C20 26), signed by an authorized insurance company representative, must be submitted to Carson City Purchasing and Contracts to evidence the endorsement of **CITY** as an additional insured per **Subsection 13.9** (Additional Insured).

13.18 **Schedule of Underlying Insurance Policies:** If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlying Schedule from the Umbrella or Excess insurance policy may be required.

13.19 **Review and Approval:** Documents specified above must be submitted for review and approval by **CITY** Purchasing and Contracts prior to the commencement of work by **CONTRACTOR**. Neither approval by **CITY** nor failure to disapprove the insurance furnished by **CONTRACTOR** shall relieve **CONTRACTOR** of **CONTRACTOR'S** full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of **CONTRACTOR** or its sub-contractors, employees or agents to **CITY** or others, and shall be in addition to and not in lieu of any other remedy available to **CITY** under this Contract or otherwise. **CITY** reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

13.20 **COMMERCIAL GENERAL LIABILITY INSURANCE**:

CONTRACTOR shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than $1,000,000 each occurrence.

13.20.1 *Minimum Limits required*:

13.20.2 Two Million Dollars ($2,000,000.00) - General Aggregate.

13.20.3 Two Million Dollars ($2,000,000.00) - Products & Completed Operations Aggregate.

13.20.4 One Million Dollars ($1,000,000.00) - Each Occurrence.

13.20.5 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)].

13.20.6 City and County of Carson City, Nevada, its officers, employees and immune contractors shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or CG 20 26, or a substitute providing equivalent coverage, and under the commercial umbrella, if any.

13.20.7 This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to City 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.

13.20.8 There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability assumed under a contract.

13.20.9 Contractor waives all rights against City 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 this Contract. Insurer shall endorse CGL policy as required to waive subrogation against City with respect to any loss paid under the policy.

13.21 **BUSINESS AUTOMOBILE LIABILITY INSURANCE:**

13.21.1 *Minimum Limit required*:

13.21.2 Contractor shall maintain automobile liability and, if necessary, commercial umbrella liability insurance with a limit of not less than $1,000,000 each accident for bodily injury and property damage.

13.21.3 Such insurance shall cover liability arising out of owned, hired, and non-owned autos (as applicable). Coverage as required above shall be written on ISO form CA 00 01, CA 00 05, CA 00 25, or a substitute form providing equivalent liability coverage.

13.21.4 Contractor waives all rights against City and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the automobile liability or other liability insurance obtained by **CONTRACTOR** pursuant this Contract.

13.22 **PROFESSIONAL LIABILITY INSURANCE**

13.22.1 *Minimum Limit required*:

13.22.2 **CONTRACTOR** shall maintain professional liability insurance applying to all activities performed under this Contract with limits not less than One Million Dollars ($1,000,000.00) and Two Million Dollars ($2,000,000) in the aggregate.

13.22.3 Retroactive date: Prior to commencement of the performance of this Contract.

13.22.4 **CONTRACTOR** will maintain professional liability insurance during the term of this Contract and for a period of three (3) years after termination of this Contract

unless waived by the City. In the event of non-renewal or other lapse in coverage during the term of this Contract or the three (3) year period described above, **CONTRACTOR** shall purchase Extended Reporting Period coverage for claims arising out of **CONTRACTOR's** negligence acts, errors and omissions committed during the term of the Professional Liability Policy. The Extended Reporting Period shall continue through a minimum of three (3) years after termination date of this Contract.

13.22.5 A certified copy of this policy may be required.

13.23 **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:**

13.23.1 **CONTRACTOR** shall provide workers' compensation insurance as required by NRS Chapters 616A through 616D inclusive and Employer's Liability insurance with a minimum limit not less than $1,000,000 each accident for bodily injury by accident or $1,000,000 each employee for bodily injury by disease.

13.23.2 **CONTRACTOR** may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that **CONTRACTOR** is a sole proprietor; that **CONTRACTOR** will not use the services of any employees in the performance of this Contract; that **CONTRACTOR** has elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and that **CONTRACTOR** is otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

13.23.3 **CONTRACTOR** waives all rights against City 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 Contractor pursuant to this Contract. Contractor shall obtain an endorsement equivalent to WC 00 03 13 to affect this waiver.

14. BUSINESS LICENSE:

14.1 **CONTRACTOR** shall not commence work before **CONTRACTOR** has provided a copy of his Carson City business license to Carson City Purchasing and Contracts.

14.2 The Carson City business license shall continue in force until the later of: (1) final acceptance by **CITY** of the completion of this Contract; or (2) such time as the Carson City business license is no longer required by **CITY** under the terms of this Contract.

15. COMPLIANCE WITH LEGAL OBLIGATIONS:

CONTRACTOR shall procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by **CONTRACTOR** to provide the goods or SERVICES or any services of this Contract. **CONTRACTOR** will be responsible to pay all government obligations, including, but not limited to, all taxes, assessments, fees, fines, judgments, premiums, permits, and licenses required or imposed by law or a court. Real property and personal property taxes are the responsibility of **CONTRACTOR** in accordance with NRS Chapter 361 generally and NRS 361.157 and 361.159, specifically regarding for profit activity. **CONTRACTOR** agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. **CITY** may set-off against consideration due any delinquent government obligation.

If the CITY was required by NRS 332.039(1) to advertise or request a proposal for this Agreement, by signing this Agreement, the **CONTRACTOR** provides a written certification that the **CONTRACTOR** is not currently engaged

in, and during the Term shall not engage in, a Boycott of Israel. The term "Boycott of Israel" has the meaning ascribed to that term in Section 3 of Nevada Senate Bill 26 (2017). The **CONTRACTOR** shall be responsible for fines, penalties, and payment of any State of Nevada or federal funds that may arise (including those that the CITY pays, becomes liable to pay, or becomes liable to repay) as a direct result of the **CONTRACTOR's** non-compliance with this Section.

16. WAIVER OF BREACH:

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

17. SEVERABILITY:

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

18. ASSIGNMENT / DELEGATION:

To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by **CITY**, such offending portion of the assignment shall be void, and shall be a breach of this Contract. **CONTRACTOR** shall neither assign, transfer nor delegate any rights, obligations or duties under this Contract without the prior written approval of **CITY**. The parties do not intend to benefit any third party beneficiary regarding their respective performance under this Contract.

19. CITY OWNERSHIP OF PROPRIETARY INFORMATION:

Any files, reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer programs, computer codes, and computer records (which are intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by **CONTRACTOR** (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of **CITY** and all such materials shall be delivered into **CITY** possession by **CONTRACTOR** upon completion, termination, or cancellation of this Contract. **CONTRACTOR** shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of **CONTRACTOR'S** obligations under this Contract without the prior written consent of **CITY**. Notwithstanding the foregoing, **CITY** shall have no proprietary interest in any materials licensed for use by **CITY** that are subject to patent, trademark or copyright protection.

20. PUBLIC RECORDS:

Pursuant to NRS 239.010, information or documents received from **CONTRACTOR** may be open to public inspection and copying. **CITY** will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. **CONTRACTOR** may clearly label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 332.061, provided that **CONTRACTOR** thereby agrees to indemnify and defend **CITY** for honoring such a designation. The failure to so label any document that is released by **CITY** shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

21. CONFIDENTIALITY:

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

22. FEDERAL FUNDING:

22.1 In the event federal grant funds are used for payment of all or part of this Contract:

22.1.1 **CONTRACTOR** certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

22.1.2 **CONTRACTOR** and its subcontractors must be registered in the US Government System for Award Management (SAM) for verification on projects with federal funding.

22.1.3 **CONTRACTOR** and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

22.1.4 **CONTRACTOR** and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and Executive Order 11478 (July 21, 2014) and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, sexual orientation, gender identity, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).

22.1.5 If and when applicable to the particular federal funding and the Scope of Work under this Contract, **CONTRACTOR** and its subcontractors shall comply with: American Iron and Steel (AIS) provisions of P.L. 113- 76, Consolidated Appropriations Act, 2014, Section 1605 – Buy American (100% Domestic Content of iron, steel and manufactured goods); Federal Highway Administration (FHWA) 23 U.S.C. § 313 – Buy America, 23 C.F.R. §635.410 (100% Domestic Content of steel, iron and manufactured products); Federal Transit Administration (FTA) 49 U.S.C. § 5323(j), 49 C.F.R. Part 661 – Buy America Requirements (See 60% Domestic Content for buses and other Rolling Stock).

23. LOBBYING:

23.1 The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:

23.1.1 Any federal, state, county or local agency, legislature, commission, council or board;

23.1.2 Any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or

23.1.3 Any officer or employee of any federal, state, county or local agency; legislature, commission, council or board.

24. GENERAL WARRANTY:

CONTRACTOR warrants that it will perform all SERVICES required hereunder in accordance with the prevailing standard of care by exercising the skill and care normally required of individuals performing the same or similar SERVICES, under the same or similar circumstances, in the State of Nevada.

25. PROPER AUTHORITY:

The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. **CONTRACTOR** acknowledges that this Contract is effective only after approval by the Carson City Board of Supervisors and only for the period of time specified in this Contract. Any SERVICES performed by **CONTRACTOR** before this Contract is effective or after it ceases to be effective is performed at the sole risk of **CONTRACTOR**.

26. GOVERNING LAW / JURISDICTION:

This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. **CONTRACTOR** consents and agrees to the jurisdiction of the courts of the State of Nevada located in Carson City, Nevada for enforcement of this Contract.

27. ENTIRE CONTRACT AND MODIFICATION:

This Contract and its integrated attachment(s) constitute the entire Contract of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other Contracts that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Carson City Board of Supervisors. Conflicts in language between this Contract and any other agreement between **CITY** and **CONTRACTOR** on this same matter shall be construed consistent with the terms of this Contract. The parties agree that each has had their respective counsel review this Contract which shall be construed as if it was jointly drafted.

28. ACKNOWLEDGMENT AND EXECUTION:

This Contract may be executed in counterparts. The parties hereto have caused this Contract to be signed and intend to be legally bound thereby as follows:

CITY
Attn: Carol Akers, Purchasing & Contracts Administrator
Purchasing and Contracts Department
201 North Carson Street, Suite 2
Carson City, Nevada 89701
Telephone: 775-283-7362
Fax: 775-887-2286
CAkers@carson.org

By: Pamela Granger, Deputy CFO for Sheri Russell
Sheri Russell, Chief Financial Officer

Dated 5-18-2021

CITY'S LEGAL COUNSEL
Carson City District Attorney

I have reviewed this Contract and approve as to its legal form.

By:
Deputy District Attorney

Dated 5/7/21

CONTRACTOR will not be given authorization to begin work until this Contract has been signed by Purchasing and Contracts

BY: Carol Akers
Purchasing & Contracts Administrator

By: Carol Akers

Dated 5/18/2021

Acct# 1016800-500309

INDEPENDENT CONTRACTOR AGREEMENT
Contract No. 20300270
Title: Carson City Health Officer

Undersigned deposes and says under penalty of perjury: That he/she is **CONTRACTOR** or authorized agent of **CONTRACTOR**; that he/she has read the foregoing Contract; and that he/she understands the terms, conditions and requirements thereof.

CONTRACTOR
BY: Colleen C. Lyons
TITLE: Carson City Health Officer
CARSON CITY BUSINESS LICENSE #: BL-006229-2021
Address: 706 Hillcrest Road
City: Carson City **State:** NV **Zip Code:** 89703
Telephone: 775-882-5223
E-mail Address: cclyons223@gmail.com

Colleen C. Lyons MD
(Signature of Contractor)

DATED 17 May 2021

STATE OF Nevada)
)ss
County of Carson City)

Signed and sworn (or affirmed before me on this 17th day of May, 2021.

REVA
(Signature of Notary)

(Notary Stamp)

R. EVANSON
Notary Public-State of Nevada
APPT. NO. 14-13331-6
My Appt. Expires 03-14-2022

INDEPENDENT CONTRACTOR AGREEMENT
Contract No. 20300270
Title: Carson City Health Officer

CONTRACT ACCEPTANCE AND EXECUTION:

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of February 18, 2021, approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 20300270**. Further, the Board of Supervisors authorizes the Mayor of Carson City, Nevada to sign this document and record the signature for the execution of this Contract in accordance with the action taken.

CARSON CITY, NEVADA

LORI BAGWELL, MAYOR

DATED this 18th day of February 2021.

ATTEST:

AUBREY ROWLATT, CLERK-RECORDER

DATED this 18th day of February 2021.

SCOPE OF WORK

- Attend meetings of Carson City Health & Human Services (CCHHS) division managers periodically and upon request
- Chair Carson City Board of Health meetings quarterly during business hours
- Work with the Health Department to develop agendas
- Develop agendas for the Sexual Assault Response Team meetings and chair the meetings.
- Assist in yearly grant preparation for the Sexual Assault Response Team and make periodic reports to Board of Health
- Complete quarterly, and as needed, chart reviews for CCHHS Clinical Services
- Review and sign the State of Nevada Vaccines for Children (VFC) agreement
- Participate in yearly in-person state reviews of VFC program
- Serve as clinical lab director for CLIA certification which includes, but is not limited to, staff trainings, completion of paperwork, etc.
- Consult with TB Control Nurse and prescribe TB medicines, as needed
- Consult with CCHHS Public Health Nurse conducting well-child exams, as requested
- Execute standing orders for the immunization program and public health outreach.
- Participate in various public health accreditation meetings and provide documentation, as requested
- Participate in Community Health Needs Assessment (CHNA) and Community Health Improvement Plan (CHIP) meetings and provide documentation reviews, as requested
- Participate in public health accreditation activities
- Provide verbal and written guidance to school nurses and other local immunization providers, as requested
- Attend Chempack visits periodically and execute required documentation and standing orders, as needed, usually 1-2 times/year
- Maintain DEA license for the Chempack, to be paid by CCHHS
- Participate in emergency preparedness activities such as Crisis Standards of Care and other state initiatives
- Participate in Point of Dispensing (POD) planning and execution exercises
- Attend monthly Quad County Healthcare Preparedness Coalition meetings
- Consult with epidemiology/disease prevention staff, as requested (e.g. during a foodborne illness outbreak);
- Annually review of staff TB risk forms
- Must be N-95 mask fit certified

Carol Akers
4/16/2021

Colleen C. Lyons, MD
16 April 2021

Agenda Item No: 14.A

STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** January 5, 2023

Staff Contact: Earl A. Mays III, Captain

Agenda Title: For Discussion Only: Presentation of a biannual report on Carson City jail conditions and information concerning deaths of prisoners within the jail. (Earl A. Mays III, emays@carson.org)

Staff Summary: During the 2019 Legislative Session, the Nevada Legislature enacted Assembly Bill ("AB") 301, which requires the Sheriff to submit to the Board of Supervisors ("Board") a biannual report containing aggregated data similar to the information required to be submitted pursuant to the federal Death in Custody Reporting Act of 2013, Public Law 113-242, concerning the deaths of prisoners in the jail during the immediately preceding six months and the circumstances surrounding any such deaths. AB 301 also requires the Board, at least twice each year, to include as an item on the agenda of a public meeting a consideration of the conditions of the jail, the number of deaths of prisoners in the jail and the known circumstances surrounding any such deaths during the immediately preceding six months.

Agenda Action: Other / Presentation **Time Requested:** 10 minutes

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Proposed Motion
N/A

Board's Strategic Goal
Safety

Previous Action
N/A

Background/Issues & Analysis
The Nevada Legislature enacted AB 301 during the 2019 Legislative Session to amend various provisions of NRS Chapter 211, which sets forth state statutes governing local facilities for detention. NRS 211.020, which makes the Board responsible for building, inspecting and repairing any county jail and also requires the Board to inquire, once every three months, into the security of the jail and the treatment and condition of the prisoners and to take all necessary precautions against escape, sickness and infection, was amended to also require the Board to take precautions to prevent suicide and death. NRS 211.020 was further amended to require the Board to review all available information concerning deaths of prisoners in the county jail and, at least twice each year, to include as an item on the agenda of a public meeting, consideration of the conditions of the jail and the number of deaths of prisoners and the known circumstances surrounding any such deaths.

AB 301 also amended NRS 211.030 to require the Sheriff to report to the Board the death of any prisoner in the jail not later than 48 hours of the occurrence. NRS 211.030 was further amended to require the Sheriff to submit to the Board a biannual report that contains aggregated data similar to the information that is required to

be submitted to the federal Death in Custody Reporting Act of 2013, Public Law 113-242, concerning the deaths of prisoners in the jail during the immediately preceding six months and the circumstances surrounding any such deaths.

This agenda item is to present to the Board the first of the two biannual reports required to be submitted by the Sheriff, and also satisfies the first of the two public meeting items required in each year for the Board to review the available information concerning prisoner deaths and to consider the conditions of the jail and the number of prisoner deaths and any known circumstances surrounding any such deaths.

Applicable Statute, Code, Policy, Rule or Regulation
Death in Custody Reporting Act of 2013, Public Law 113-242, 128 Stat 2860 (2014) and Assembly Bill No. 301 (2019)

Financial Information
Is there a fiscal impact? No

If yes, account name/number:

Is it currently budgeted? No

Explanation of Fiscal Impact:

Alternatives
N/A

Attachments:
2022 Dec. Detention.pdf

Board Action Taken:

Motion: _____	1) _____	Aye/Nay
	2) _____	_____
		_____
		_____
		_____
		_____

_____
(Vote Recorded By)

Carson City Sheriff's Office

Sheriff Ken Furlong

Volume 20 Number 11

CompStat

Detention Division

Captain Earl Mays

November 2022	Month to Month Comparison			Year to Year Comparison					
	Nov 2022	Oct 2022	% Change	2022 YTD	2021 YTD	% Change	2022 YTD	2020 YTD	% Change
Booking Activity									
Total Bookings	207	251	-18%	2,731	3,057	-11%	2,731	2,370	15%
By Carson City Sheriff	161	191	-16%	2,047	2,370	-14%	2,047	1,730	18%
By Alternative Sent.	16	15	7%	268	226	19%	268	184	46%
By NHP	2	13	-85%	84	83	1%	84	107	-21%
By Parole & Probation	6	2	200%	48	47	2%	48	37	30%
By Other Agency	22	30	-27%	284	331	-14%	284	312	-9%
Total Outside Agency Arrests	46	60	-23%	684	687	0%	684	640	7%
Releases	130	239	-46%	2,433	2,759	-12%	2,433	2,331	4%
Monthly Population									
Monthly High	178	176	1%	185	174	6%	185	153	21%
Monthly Low	157	162	-3%	162	147	10%	162	124	31%
Monthly Average	176	174	1%	180	167	8%	180	144	25%
Avg. Daily Population									
Male	135	134	1%	138	126	10%	138	107	29%
Female	41	40	2%	43	40	8%	43	37	16%
Average Stay in Jail	160	155	3%	138	109	27%	138	110	25%

Carson City Sheriff's Office

Sheriff Ken Furlong

Volume 20 Number 11

CompStat

Detention Division

Captain Earl Mays

November 2022	Month to Month Comparison			Year to Year Comparison					
	Nov 2022	Oct 2022	% Change	2022 YTD	2021 YTD	% Change	2022 YTD	2020 YTD	% Change
Inmate Incidents									
Argument	0	3	---	10	7	43%	10	11	-9%
Arrest	2	3	-33%	13	4	225%	13	8	63%
Assault on Officer	0	0	---	2	1	100%	2	0	---
Attempted Suicide	2	0	---	7	5	40%	7	9	-22%
Battery on Officer	1	0	---	2	0	---	2	1	100%
Cell Extraction	0	0	---	0	0	---	0	0	---
Contraband - General	0	1	---	8	9	-11%	8	22	-64%
Contraband - Drug	0	0	---	10	6	67%	10	7	43%
Contraband - Weapon	0	0	---	0	1	---	0	1	---
Criminal Offense	0	1	---	1	5	-80%	1	8	-88%
Damage to Jail Property	0	1	---	4	7	-43%	4	14	-71%
Escape	0	0	---	0	2	---	0	0	---
Incident	12	7	71%	107	138	-22%	107	96	11%
Inmate Grievance	0	0	---	0	4	---	0	3	---
Inmate vs. Inmate	1	3	-67%	19	12	58%	19	11	73%
Medical	2	4	-50%	62	85	-27%	62	112	-45%
Rule Violation	16	11	45%	192	128	50%	192	152	26%
Strip Search	0	3	---	30	14	114%	30	2	1400%
Use of Force	2	1	100%	9	5	80%	9	3	200%
Total	38	38	---	476	433	10%	476	460	3%
Searches Conducted	140	112	25%	1,381	1,236	12%	1,381	1,188	16%
Medical Activity									
Consultation	53	53	---	630	856	-26%	630	1,313	-52%
Sick Call Requests	389	387	1%	5,062	4,832	5%	5,062	4,802	5%
Sick Calls Seen	379	377	1%	4,364	4,358	0%	4,364	4,375	0%
Medical Emergency	2	5	-60%	62	58	7%	62	45	38%
Total	823	822	0%	10,118	10,104	0%	10,118	10,535	-4%

Detention

2022

QSID	Booking Activity	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22
2143	By Carson City Sheriff	185	175	173	224	186	141	216	181	210	189	191	161
2141	By Alternative Sent.	21	20	18	27	29	41	19	21	28	34	15	16
3140	By NHP	3	5	11	11	7	12	8	1	8	6	13	2
3141	By Parole & Probation	5	2	3	5	4	6	5	6	4	5	2	6
3142	By Other Agency	26	16	19	25	30	26	30	28	29	29	30	22
Releases	Releases	234	209	209	261	242	198	194	223	291	237	239	130

	Monthly Population	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22
M High	Monthly High	192	171	172	189	189	185	204	198	200	177	176	178
M Low	Monthly Low	147	150	149	155	166	163	179	179	168	158	162	157
2112	Monthly Average	174	166	167	181	184	180	200	195	188	174	174	176

	Avg. Daily Population	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22
Male	Male	127	121	123	139	140	141	154	150	143	134	134	135
Female	Female	47	45	44	42	44	39	46	45	45	40	40	41

	% of Population Capacity	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22
2431	Male	72	69	70	79	80	80	88	85	81	76	76	77
2430	Female	48	46	45	43	45	40	47	46	46	41	41	42

	Average Stay in Jail	120	131	121	120	131	130	131	137	147	150	155	160
2113													

	Inmate Incidents	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22
2114	Argument	-		1		2		1	2		1	3	
2127	Arrest	2	1				6				1	3	2
2115	Assault on Officer	-	1								1		
2116	Attempted Suicide	-					1	1		2	1		2
2117	Battery on Officer	-								1			1
2118	Cell Extraction	-											
2120	Contraband - General	-		1		3	1	1			1	1	
2119	Contraband - Drug	-				1	2		4	1	2		
2121	Contraband - Weapon	-											
2122	Criminal Offense	1										1	
2123	Damage to Jail Property	2						1		2		1	
2738	Escape	-											
2126	Incident	13	10	16	10	10	10	5	7	12	8	7	12
2125	Inmate Grievance	-											
2128	Inmate vs. Inmate	1		1			5	2	1	4	2	3	1
2129	Medical	3	6	2	3	3	9	6	11	4	12	4	2
2131	Rule Violation	9	5	6	13	16	23	21	20	40	21	11	16
2133	Strip Search	3		3		4	7	3	4	2	4	3	
2134	Use of Force							2		3	1	1	2

	Searches Conducted	94	124	113	131	89	163	165	127	103	114	112	140
2132													

	Inmate Treatment	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22
2137	Consultation	102	60	52	59	59	65	50	50	68	61	53	53
2138	Sick Call Requests	456	507	428	573	505	486	517	437	431	402	387	389
2136	Sick Calls Seen	338	402	389	434	456	338	443	**373**	395	378	377	379
2135	Medical Emergency	5	5	2	7	5	7	6	9	7	7	5	2

Agenda Item No: 15.A

STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** January 5, 2023

Staff Contact: Nancy Paulson, City Manager

Agenda Title: For Possible Action: Discussion and possible action regarding nominations and appointments of members of the Board of Supervisors ("Board") and other designees or representatives to various positions on boards, committees and commissions as required or authorized by law, including to: (1) the position of Mayor Pro Tempore on the Board of Supervisors; (2) the Carson City Regional Transportation Commission; (3) the Carson City Audit Committee; (4) the Nevada Association of Counties; (5) the Nevada Association of Counties Alternate; (6) the Nevada League of Cities Board of Directors; (7) the Carson City Culture & Tourism Authority; (8) the Carson Water Subconservancy District; (9) Nevada Works; (10) the Carson City Airport Authority; (11) the Carson City Debt Management Commission; (12) the Carson City Cultural Commission; (13) the Tahoe Regional Planning Agency ("TRPA"); (14) the TRPA Advisory Planning Commission ("APC"); and (15) the Nevada Tahoe Conservation District ("NTCD"). (Nancy Paulson, npaulson@carson.org)

Staff Summary: The Board appoints Board members and others to serve in various positions on boards, committees and commissions. Each January, appointments are made for the upcoming calendar year. The terms of Shelly Aldean, Kevin Hill and Doug Martin have expired on the TRPA, APC and NTCD, respectively. All are seeking reappointment to their positions. Unexpired appointments for the Carson City Airport Authority and Carson City Cultural Commission also need to be filled due to the end of Supervisor Jones' term.

Agenda Action: Formal Action / Motion **Time Requested:** 20 mins

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Proposed Motion

APPOINTMENTS:

I move to appoint:

*1. _____ as Mayor Pro Tempore for a two-year term ending December 31, 2024.

2. _____ to the Carson City Regional Transportation Commission for a two-year term ending on December 31, 2024.

3. _____ to the Carson City Audit Committee for a one-year term ending on December 31, 2023.

4. _____ to the Nevada Association of Counties for a one-year term ending on December 31, 2023.

5. _____ as an alternate to the Nevada Association of Counties for a one-year term ending on December 31, 2023.

6. _____to the Nevada League of Cities Board of Directors for a one-year term ending on December 31, 2023.

**7. _____to the Carson City Culture & Tourism Authority for a four-year term ending on December 31, 2026.

8. _____ to the Carson Water Subconservancy District for a four-year term ending on December 31, 2026.

***9. _____ to Nevada Works for a two-year term ending on December 31, 2024.

10. _____ to the Carson City Airport Authority to fill an unexpired term ending January 1, 2025.

11. _____ to the Carson City Debt Management Commission for a two-year term ending on December 31, 2024.

****12. _____ to the Carson City Cultural Commission for an unexpired term ending on January 1, 2024.

*****13. Shelly Aldean to the TRPA for a two-year term ending on December 31, 2024.

14. Doug Martin to the NTCD for a two-year term ending on December 31, 2024.

NOMINATIONS:

I move to nominate Kevin Hill to the TRPA for reappointment to serve as Carson City's lay member of the APC for a two-year term ending on December 31, 2024.

* The Board determines the length of the term for the Mayor Pro Tempore. The Board has previously chosen a one-year term; however, a two-year term synchronizes this appointment with the composition of the Board.

** The term of the appointment to the Carson City Culture & Tourism Authority is coterminous with the Board member's term of office.

*** The Board determines the length of the term for the appointment to Nevada Works. The Board has previously chosen a two-year term.

**** Carson City Municipal Code ("CCMC") Chapter 2.41 does not require a member of the Board of Supervisors to be appointed to the Carson City Cultural Commission ("CCCC"). However, the Board has previously appointed a member of the Board to the CCCC. The Board may either appoint a member of the Board to the CCCC under this item, or appoint a fourth member of the public to the CCCC earlier in this agenda. If the Board appoints a Board member, the Board may appoint a Board member to a one-year unexpired term ending in January 2024, a two-year unexpired term ending in January 2025, or to a full three-year term ending in January 2026. The terms for the CCCC are staggered three-year terms.

***** The Board appoints a person to the TRPA in accordance with Article III of the Tahoe Regional Planning Compact, which is set forth in NRS Chapter 277. The Board determines the length of the term for the

appointment and has previously chosen a two-year term. The person appointed to the TRPA may be, but is not required to be, a member of the Board.

Board's Strategic Goal
Efficient Government

Previous Action
January 6, 2022 (Item 13C): see attached 2022 Board Appointments roster.

January 7, 2021 (Item 25C): The Board nominated Kevin Hill for reappointment to the APC.

December 17, 2020 (Item 8B): The Board reappointed Doug Martin to the NTCD for a two-year term.

Background/Issues & Analysis

Applicable Statute, Code, Policy, Rule or Regulation
Various

Financial Information
Is there a fiscal impact? No

If yes, account name/number:

Is it currently budgeted?

Explanation of Fiscal Impact:

Alternatives
N/A

Attachments:
2022 Board Appts.pdf

TRPA_APC_-_K_Hill.pdf

2022.11_Doug_Martin_Appointment_Letter.pdf

Board Action Taken:

Motion: _____	1) _____	Aye/Nay
	2) _____	_____
		_____
		_____
		_____
		_____

_____
(Vote Recorded By)

Board Appointments
Held by Carson City Board of Supervisors
January 6, 2022 BOS/RA Meeting

	Board, Committee or Commission	Term	Term Ends	Notes
Mayor Bagwell	Regional Transportation Commission	2 years	12/31/2022	
	Redevelopment Authority - Chair	1 year	12/31/2022	**Redevelopment Authority appointment**
	Nevada Association of Counties (NACO) Alternate	1 year	12/31/2022	
	Nevada League of Cities Board of Directors	1 year	12/31/2022	
Stacey Giomi	Mayor Pro Tem	1 year	1/1/2023	
	Redevelopment Authority - Vice Chair	1 year	12/31/2022	**Redevelopment Authority appointment**
	Carson City Culture & Tourism Authority	4 years	12/31/2022	*Coterminous with term of office*
	Carson Water Subconservancy District	4 years	12/31/2022	
	Nevada Association of Counties (NACO)	1 year	12/31/2022	
Maurice White	Nevada Works	2 years	12/31/2022	
	Northern Nevada Development Authority (NNDA)	--	--	*Term - Appt at Board's pleasure*
	Western Nevada Development District (WNDD)	--	--	*Term - Appt at Board's pleasure*
Stan Jones	Carson City Airport Authority	4 years	1/1/2025	
	Debt Management Commission	2 years	12/31/2022	
	Carson City Cultural Commission	3 years	1/1/2024	
Lisa Schuette	Redevelopment Authority Citizens Committee	3 years	01/01/2024	**Redevelopment Authority appointment**
	Parks and Recreation Commission	4 years	01/01/2024	*Filling unexpired term*
	Regional Transportation Commission	2 years	12/31/2023	*Filling unexpired term*
	Carson Water Subconservancy District	4 years	12/31/2024	
	Audit Committee	1 year	12/31/2022	
BOS Approved Designees				
Stephanie Hicks	NV Com for the Reconstruction of the V&T Railway	4 years	12/31/2024	
Hope Sullivan	State Land Use Planning Advisory Council (SLUPAC)	3 years	12/31/2023	
Shelly Aldean	Tahoe Regional Planning Agency (TRPA)	2 years	12/31/2022	
Doug Martin	Nevada Tahoe Conservation District	2 years	12/31/2022	*BOS appt at 12/17/20 meeting*
Kevin Hill	TRPA Advisory Planning Commission	2 years	12/31/2022	*Lay member representative*
Garrit Pruyt	NV Local Justice Reinvestment Coordinating Council (NLJRCC)	2 years	6/30/2023	*BOS appt at 2/4/21 meeting*
Robert Johnston	Board of Directors for the Nevada Clean Energy Fund	3 years	10/31/2025	*BOS appt at 10/20/2022 meeting*
Dr. Colleen Lyons	County Health Officer - Carson City	2 years	12/31/2022	*BOS appt via contract at 02/18/21 meeting*

BCC Appointment Summaries & Terms

Airport Authority: Chapter 844, Statutes of Nevada - At least one of these members must be a city official selected by the Board of Supervisors for a four-year term.

Audit Committee: CCMC 2.14 - One member will be selected from the board of supervisors each January when the Board addresses board and commission assignments.

Carson City Culture & Tourism Authority: NRS 244A.599 - One member who is a member of the Board of Supervisors for a four-year term, coterminous with term of office.

Carson Water Subconservancy District: Chapter 621, Statutes of Nevada - Two members who are residents of Carson City appointed by the Board of Supervisors, each for four-year terms.

Cultural Commission: CCMC 2.41 - The Carson City Cultural Commission shall consist of seven members appointed by the board of supervisors. Members shall be appointed for a term of 3 years which commence and end on January 1st or until a successor is appointed.

Debt Management: NRS 350.0115 - One representative of the Board of Supervisors, one representative of the school district and three representatives of the public at large. The representative of the Board of Supervisors and the representative of the school district shall select the representatives of the public at large and, for that purpose only, constitute a quorum of the debt management commission. Members of the commission serve for a term of 2 years beginning on January 1, or until their successors are chosen.

Mayor Pro Tem: Carson City Charter Sec 3.015 - The Board shall elect one of its members, for such term as the Board determines, to be Mayor Pro Tempore.

Nevada Association of Counties: By-Laws of the Nevada Association of Counties (Adopted November 14, 2012) Article IV, Section 2 Sub. 1. - County Directors. One (1) commissioner from each member county of the Association appointed by their respective governing board. Another commissioner from the same county may serve as an alternate with the same voting rights as the County Director and may exercise the county's voting right in the absence of the county director. SECTION 3. TERM OF OFFICE. The term of office for each member of the Board of Directors shall be as follows: Sub. 1. The term of office for County Directors and Association officers will begin on the first day of January of each year and shall end on December 31 of each year.

Nevada Clean Energy Fund: NRS 701B.990: One of NCEF's nine board members is appointed by the Governor from a list of the nominees submitted by the boards of county commissioners of the counties in Nevada outside of Clark and Washoe Counties. The term of each member of the Board appointed pursuant to paragraphs (e) to (i), inclusive, of subsection 1 is 3 years. A member may be reappointed for additional terms of 3 years in the same manner as the original appointment. A vacancy occurring in the membership of the Board must be filled in the same manner as the original appointment

NV Com for the Reconstruction of the V&T Railway: Section 3 of the Nevada Commission for the Reconstruction of the V&T Railway Act of 1993, as amended by Senate Bill No. 57 from the 2017 Legislative Session - One member appointed by the Board of Supervisors from among its members or who is a designee of the Board of Supervisors for a four-year term.

Nevada League of Cities & Municipalities (NLC&M): NLC&M Bylaws - Appoint one member of the Board of Supervisors for a one-year term beginning the first Monday of January and ending on December 31.

Nevada Local Justice Reinvestment Coordinating Council (NLJRCC): NRS 176.014(1)(a) - The Board of Supervisors is required to appoint one member to the newly created Nevada Local Justice Reinvestment Coordinating Council (NLJRCC). The Sentencing Commission has indicated that the NLJRCC should be comprised of stakeholders from the criminal justice system and mental health and treatment communities.

Nevada Tahoe Conservation District: NRS 548.283 - Appoint a representative as a supervisor on the governing board of the district for a two-year term.

Nevada Works Board: The Nevada Works Local Elected Officials are either elected to a county office or represent such an official. Their terms on the Nevada Works Board are determined by their respective county commissions.

Northern Nevada Development Authority: NNDA Bylaws - The Chief Executive Officer or his designee of each governmental body approved by the board and funding NNDA will be a voting member of the Board of Directors but not counted towards the maximum of 25 directors. Term - shall remain a member of the Board of Directors continually until changed by the Chief Executive Officer or his designee of that governmental body.

Parks & Recreation Commission: CCMC 2.16 - One member of the Board of Supervisors. All terms will be for four years.

Redevelopment Authority Chair & Vice Chair: NRS 279.448 - The appointing officer shall designate the first chair from among the members. When there is a vacancy in such office, the agency shall elect a chair from among its members. Unless otherwise prescribed by the legislative body, the term of office as chair is for the calendar year, or for that portion remaining after he or she is designated or elected.

Redevelopment Authority Citizens Committee: Resolution No. 2003-RAR-2 and 2003-R-37 - A member of the Redevelopment Authority as appointed by the Authority for a three-year term which expires on January 1.

Regional Transportation Commission (RTC/CAMPO): NRS 277A.180 - Composition; selection and terms of representatives. 3. In Carson City, the commission must be composed of representatives selected by the Board of Supervisors as follows: (a) Two members of the Board of Supervisors, one of whom must be designated by the commission to serve as chair of the commission. 5. In Carson City: (a) One representative of the commission who is a member of the Board of Supervisors and one representative of the commission who is a representative of the city at large must serve until the next ensuing December 31 of an even numbered year; and (b) One representative of the commission who is a member of the Board of Supervisors and two representatives of the commission who are representatives of the city at large must serve until the next ensuing December 31 of an odd numbered year.

State Land Use Planning Advisory Council: NRS 321.740 and SLUPAC Bylaws - The membership of the Council shall consist of one elected official or representative of local political subdivisions of each county as appointed by the Governor. All members shall hold office for terms of 3 years or until their successors have been appointed and have qualified. The Board submits to the Governor the name of its nominee or

a list of the names of not more than three nominees who are elected officials or other representatives of the county.

Tahoe Regional Planning Agency (TRPA): Bi-State Compact - One member appointed by the board of supervisors, may be a member of the board of supervisors, and shall reside in the territorial jurisdiction of the governmental body making the appointment.

TRPA Advisory Planning Commission: Bi-State Compact - Carson City lay member for a two-year term.

Western Nevada Development District Board of Directors: WNDD Bylaws, Article 5 - The Board of Directors shall be composed of one or more representatives of Member governmental subdivisions-counties, incorporated cities, statutorily recognized town boards and Indian tribes. Such representatives shall be the chief elected official, i.e., chairman, mayor, or a designated official selected from the legislative body of the government involved. All designated Member representatives shall serve at the pleasure of the designating authority.

County health officer: NRS 439.320 and CCMC 9.01 Executive officer of county board of health; may be county physician. The county health officer is the executive officer of the county board of health and, if licensed to practice medicine in this State, may be county physician. CCMC Section 9.01.040: On or before January 1 next following each general election, the Carson City board of supervisors shall appoint a Carson City health officer for Carson City. The Carson City health officer must be appointed on the basis of his graduate education in public health, his training, his experience and his interest in public health and related programs. Term of office is two (2) years or until his successor has been appointed and qualified.

Kevin J. Hill

[redacted]

Profile: Obtain a professional position specializing in land, water and natural resource conservation that utilizes my technical, interpersonal skills and communicative style that connects people to the landscape

Education
University of Nevada
Bachelor of Science, Hydrology, Watershed Management Graduated, May, 1987

Skills and Capabilities

Project and Program Management	Competent Public Speaker
Preparing and Managing Budgets	Program Development/Implementation
Effective Communicator	Policy Development/Strategic Planning
Successful Grant Writer	Nevada Certified Public Manager

Great Basin Land & Water August, 2018-Current
Project Director

- Acquisition of Truckee River water rights to benefit the Truckee River and Pyramid Lake;
- Acquisition of lands within and contiguous to the Pyramid Lake Reservation;
- Acquisition of lands and Native American allotment interests within and contiguous to the Summit Lake Reservation and implement conservation activities on the Reservation;
- Serve as the liaison working with the GBLW President on active federal grants with the Bureau of Reclamation and National Fish and Wildlife Foundation;
- Work with the Bureau of Indian Affairs on projects and activities within their jurisdiction and identify projects and initiatives at the direction of the GBLW Board of Directors

Midkiff and Associates, Inc. May, 2017-August, 2018
Environmental Planner

- Provide professional guidance to clients related to environmental projects in the Lake Tahoe Basin, creative problem solving capabilities required;
- Assist with planning expertise to assist clients with project evaluation, project applications and complex permitting assistance, including land management and water rights due diligence;

Kevin J. Hill

3898 Westwood Drive, Carson City, NV; (775) 450-1332 nvwlfpack@icloud.com

- Knowledge of the Tahoe Regional Planning Agency environmental threshold carrying capacities as well as regulations and processes;
- Represent the company at meetings and events;
- Management of multiple complex projects with different goals and objectives, understanding of projects management principles;
- Ensure that projects are completed in a timely manner and stays within allowed budget

Nevada Land Trust April, 2017-May, 2017
Conservation Director

- Provide programmatic and strategic direction for the organization to ensure projects and programs meet the national standards and practices developed for land trusts;
- Work closely with Board, staff and legal counsel in the selection of conservation projects that meet criteria and mission of the agency;
- Perform due diligence of land acquisitions and water rights transactions;
- Assist with fund raising necessary to perform duties that align with the strategic mission of the agency, grant writing responsibilities required;
- Work closely with the Board of Directors and Trustees to identify and evaluate potential land and water projects and any associated risks to the agency. Develop and implement strategies to mitigate identified risks;
- Work with Board of Directors on strategic direction, budgeting, selection of projects and agency direction;
- Establish and maintain excellent working relationships agencies, community groups, applicants, potential donors, federal, state, local governments and legislative representatives;
- Facilitate land acquisition and water rights negotiations and complete necessary steps to ensure transactions, problem solving skills a requirement

Nevada Governor's Office of Energy August, 2011-March, 2016
Energy Program Manager

- Provide policy and programmatic direction, guidance and facilitation to a variety of stakeholders and staff to implement statewide energy efficiency, energy efficient building codes and Leadership in Energy Environmental Design (LEED) programs;
- Plan, design, administer and evaluate all aspects of the energy efficiency policies and programs to ensure compliance with federal grant requirements and state

Kevin J. Hill

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law while maintaining strong working relationships with staff, local state and federal entities;

- Prepare work programs, fiscal management and budget preparation to the Legislative Counsel Bureau, Budget Office and the State Legislature's Interim Finance Committee to ensure adequate funding is available to fund programs and projects;
- Knowledge of governmental and legislative policies and procedures that include interpretation of existing statutes and regulations, submit bill draft proposals, draft new legislative language and regulations to implement these programs. Track, evaluate and develop legislative and policy affecting bill draft requests;
- Extensive coordination with federal, state and local officials, state legislators, higher education system, legislative counsel bureau and the general public through public meetings and workshops and presentations;
- Provide strategic direction, administration and coordination with team members and partnering agencies to ensure program tasks are accomplished in a timely manner while maintaining strong working relationships
- with staff, local state and federal entities

Department of Conservation & Natural Resources September, 2003-August, 2011
Conservation Bond Program Director

- Administered a highly visible 65 million voter-approved natural resource conservation grant program to plan and construct trail systems, develop habitat conservation plans,
- Acquire sensitive lands and develop agricultural conservation easements, create urban parks and greenbelts that promoted natural resources;
- Prepare work programs, fiscal management, budget preparation and cash flow estimates to the Treasurer's Office, Legislative Counsel Bureau, Budget Office and the State Legislature's Interim Finance Committee to ensure adequate funding is available to fund the grant program and projects;
- Draft legislative documents including bill draft requests, policy and program updates and presenting to legislative committee on public lands and other legislative committees;
- Required knowledge of conservation grant applications, contract management and development, appraisal review, drafting and reviewing easements, deed restrictions and fee title acquisitions;
- Communicate with ranchers, conservation specialists and agency officials in 16 Nevada counties to ensure coordination of 115 natural resource conservation projects statewide;

Kevin J. Hill

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- Analyze, research and develop complex policies, procedures, regulations, funding agreements, contracts and legal deed restriction documents that allowed for the development of projects;
- Initiate coordination with federal, state and local officials, state legislators and the general public through public meetings and workshops, presentations and field meetings

Tahoe Regional Planning Agency
Senior Planner-Water Quality, Long Range June, 1989-September, 2003

- Direct the development and implementation of the Science Policy, Research and Monitoring component of the Lake Tahoe Regional Plan for the agency;
- Develop, coordinate and manage the Environmental Improvement Program that included strategic planning meetings with 30 or more entities to address environmental programs and provide direction on watershed health and biodiversity related issues
- Represent the agency on national policy, planning and research development related to natural resources as well as coordinate with general public, federal, state and local entities;
- Implement strategic and long range planning that considered environmental and engineered approaches to project planning and implementation;
- Identify land and water conservation projects that meet nine environmental thresholds;
- Provided leadership, strategic direction and fiscal management to achieve short and long term goals and objectives.
- Initiated coordination with federal, state and local officials, state legislators and the general public through public meetings and workshops, presentations and field meetings;
- Built and maintained excellent communication and working relationships with federal, state, county representatives as well as the general public

Certifications and Accomplishments

- Member, Nevada Certified Public Manager (CPM)
- Member, Grants Professionals Association
- Numerous presentations and technical reports
- Leadership in Energy and Environmental Design (LEED) certified
- Design of Water Quality Monitoring Networks
- Author, Annual Lake Tahoe Water Quality Report (several editions)
- Certificate of Merit (U.S. Forest Service)

WHEREAS, under the provisions of this compact or any ordinance, rule, regulation or policy adopted pursuant thereto, the agency is required to review or approve any project, public or private, the agency shall take final action by vote, where to approve, to require modification or to reject such project, within 180 days after the application for such project is accepted as complete by the agency in compliance with the agency's rules and regulations governing such delivery unless the applicant has agreed to an extension of this time limit. If a final action by vote does not take place within 180 days, the applicant may bring an action in court of competent jurisdiction to compel a vote unless he has agreed to an extension. This provision does not limit the right of any person to obtain judicial review of agency action under subdivision (h) of Article VI. The vote of each member of the governing body shall be individually recorded. The governing body shall adopt its own rules, regulations and procedures.

Advisory Planning Commission

(h) An advisory planning commission shall be appointed by the agency. The commission shall include: The chief planning officers of Placer County, El Dorado County, and the city of South Lake Tahoe in California and of Douglas County, Washoe County and Carson City in Nevada, the executive officer of the Lahontan Regional Water Quality Control Board of the State of California, the executive officer of the Air Resources Board of the State of California, the director of the State department of conservation and natural resources of the State of Nevada, the administrator of the division of environmental protection in the State department of conservation and natural resources of the State of Nevada, the administrator of the Lake Tahoe Management Unit of the United States Forest Service, and at least four lay members with an equal number from each State, at least half of whom shall be residents of the region. Any official member may designate and alternate.

Term

The term of office of each lay member of the advisory planning commission shall be 2 years. Members may be reappointed.

Vacancy

The position of each member of the advisory planning commission shall be considered vacated upon loss of any of the qualifications required for appointments, and in such an event the appointing authority shall appoint a successor.

Chairman and vice chairman, terms

The advisory planning commission shall elect from its own members a chairman and a vice chairman, whose terms of office shall be 2 years and who may be reelected. If a vacancy occurs in either office, the advisory planning commission shall fill such vacancy for the unexpired term.

A majority of the members of the advisory planning commission constitutes a quorum for the transaction of the business of the commission. A majority vote of the quorum present shall be required to take action with respect to any matter.

(i) The agency shall establish and maintain an office within the region, and for this purpose the agency may rent or own property and equipment. Every plan, ordinance and other record of the agency which is of such nature as to constitute a public record under the law of either the State of California or the State of Nevada shall be open to inspection and copying during regular office hours.

(j) Each authority charged under this compact or by the law of either State with the duty of appointing a member of the governing body of the agency shall by certified copy of its resolution or other action notify the Secretary of its own State of the action taken.

94 STAT. 3239

ARTICLE IV. – PERSONNEL

(a) The governing body shall determine the qualification of, and it shall appoint and fix the salary of, the executive officer of the agency, and shall employ such other staff and legal counsel as may be necessary to execute the powers and functions provided for under this compact or in accordance with any intergovernmental contracts or agreements the agency may be responsible for administering.

(b) Agency personnel standards and regulations shall conform insofar as possible to the regulations and procedures of the civil service of the State of California or the State of Nevada, as may be

Nevada Tahoe Conservation District

PO Box 915
400 Dorla Court
Zephyr Cove, NV 89448
Phone (775) 586-1610
Fax (775) 586-1612
www.ntcd.org

City of Carson
Nancy Paulson, City Manager
210 N. Carson Ste #2
Carson City Nevada 89701

November 5, 2022

The appointed term for the Carson City seat on the Nevada Tahoe Conservation District Board of Supervisors will expire on December 31, 2022. Currently the appointed position is being held by Supervisor Douglas Martin. We are incredibly happy with the work that Doug has done for the District in the last eight years. He brings a wealth of knowledge and a strong direction to the Board of Supervisors. We are hoping you would consider reappointing him to the Carson City supervisor seat.

I have attached a copy of the Fiscal Year 2022 Annual Report for you to review. Feel free to contact me if you need anything further from this District.

Thank you,

Meghan Kelly
District Manager
mkelly@ntcd.org

Attachment: FY 2022 Annual Report

Nevada Tahoe Conservation District

ANNUAL REPORT

Fiscal Year 2022

July 1st, 2021
to
June 30th, 2022

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MISSION STATEMENT

"TO PROMOTE THE CONSERVATION AND IMPROVEMENT OF THE LAKE TAHOE BASIN'S NATURAL RESOURCES BY PROVIDING LEADERSHIP, EDUCATION AND TECHNICAL ASSISTANCE TO ALL BASIN USERS."

VISION STATEMENTS

Organization

"TO BE A HIGHLY RESPECTED AND EFFECTIVE CONSERVATION ORGANIZATION IN THE LAKE TAHOE BASIN WITH SUFFICIENT AND SUSTAINED FUNDING TO MEET OUR CONSERVATION EFFORTS."

Natural Resource

"A NEVADA LAKE TAHOE BASIN WHERE NATURAL RESOURCES AND NATURAL BEAUTY ARE PROTECTED AND ENHANCED IN HARMONY WITH THE USE AND ENJOYMENT OF RESIDENTS AND VISITORS."

DISTRICT SUPERVISORS

SUPERVISORS – EXECUTIVE COMMITTEE

Cary Sarnoff, Chair
Bill Kelly, Secretary/Treasurer

SUPERVISORS

Maureen McCarthy
Barbara Perlman-Whyman
Greg Felton
Alexis Hill Representing Washoe County
Danny Tarkanian, Representing Douglas County
Doug Martin, Representing Carson City

DISTRICT STAFF

Meghan Kelly–District Manager/Senior Project Engineer
Dana Olson – Assistant District Manager
Domi Fellers – Environmental Scientist
Patrick Johnson – Staff Engineer
Eamonn Kerley – Project Engineer
Tia Belloumini – Engineering Technician (Intern)

*NTCD Board of Supervisors and Staff as of June 30th, 2022

INTRODUCTION

The Nevada Tahoe Conservation District (NTCD) is one of approximately 3,000 Conservation Districts functioning in all 50 States and U.S. Territories. Conservation Districts are sub-divisions of State government and are unique locally led conservation agencies. Districts provide resource management and technical assistance to land occupiers (owners, renters, and producers) as well as work cooperatively with Federal, State, and Local governments in the delivery of conservation programs.

The Nevada Tahoe Conservation District is one of 28 Conservation Districts functioning under the auspices of Nevada Revised Statute, Chapter 548. The District is a Governmental Subdivision of the State of Nevada and a public body corporate created in 1976. Prior to July 1st, 1976 the land area that now makes up the NTCD was part of a larger Conservation District known as the Tahoe Verdi Conservation District. Local leaders realized the unique natural resource issues of the Lake Tahoe Basin and realigned District boundaries to create the NTCD. They believed the realignment would allow for more effective conservation management of Lake Tahoe's natural resources. Now the District encompasses all of the land in the Lake Tahoe Basin residing in the State of Nevada including portions of Douglas and Washoe Counties and the Carson City Rural Area.

The Nevada Tahoe Conservation District is Nevada Lake Tahoe's local conservation agency and source for technical assistance in the areas of erosion and conservation management. The District is a non-regulatory and grant-funded agency that works closely with its Federal, State, and Local partners to deliver conservation programs to the Nevada Lake Tahoe Community. The District is guided by a Board of Supervisors made up of elected and appointed community leaders. The Board of Supervisors provides direction to the District's full-time staff in carrying out the District's mission statement, vision statements, and guiding principles. As described in our mission statement, the District seeks to provide its constituents with superior technical assistance, educational resources, and conservation leadership with the goal of protecting Lake Tahoe's natural resources.

DISTRICT ADMINISTRATION AND OPERATIONS

Included in our accomplishments during the past year was the completion of the FY 2021 audit. The audit showed a financial outlook for the District which continues to reflect a financial position of accountability. Internal controls are in place to ensure the solvency of the District's funds.

The District submitted its Indirect Cost Rate with the Department of the Interior for the year 2023. The rate was approved in May 2022.

Other administration and operations accomplishments for fiscal year 2022:

- Successfully held nine regular board meetings.
- Participation in national and state conservation programs.
- Successfully met all deliverable requirements of the Conservation Commission.
- District Staff and Supervisors continued to provide support for the NvACD.

PROJECT UPDATES

WATER QUALITY AND EROSION CONTROL PROJECTS

Scientists, researchers, and water quality specialists in the Lake Tahoe Basin have identified untreated stormwater runoff, eroding soils, and impaired or disturbed stream environment zones (SEZ) as key threats to the water quality of Lake Tahoe. The District is focused on identifying and correcting areas where point and non-point source pollution from stormwater runoff, eroding soils, and impaired SEZs are negatively impacting the quality of Nevada Lake Tahoe surface and ground waters.

In partnership with the Nevada Division of State Lands (NDSL), Nevada Division of Environmental Protection (NDEP), Tahoe Regional Planning Agency (TRPA), the US Forest Service Lake Tahoe Basin Management Unit (USFS), the US Bureau of Reclamation (USBOR), jurisdictions such as the Nevada Department of Transportation (NDOT) and Douglas and Washoe County, as well as other basin agencies, the District identifies and prioritizes critical areas and projects. Once projects have been identified, the District works diligently to assist project proponents in obtaining funding from federal, state, local, and private sources to design and construct the projects. During project design, the District, its grantors, and a project-specific Technical Advisory Committee provide technical oversight to ensure the project meets the natural resource, water quality, and community objectives of the specific project and the region.

NTCD continues working on several Water Quality and Restoration Projects with NDSL, NDOT, TRPA, Douglas and Washoe County, the US Forest Service, and USBOR. The cooperative effort between these agencies has led to several design and implementation projects including the Rosewood Creek Restoration Project, the Burke Creek/Rabe Meadow Riparian Restoration Project, the Kahle Water Quality Basin Implementation Project, the Brautovich SEZ Restoration, and Park Rehabilitation Project, and highway drainage improvement projects throughout the Lake Tahoe Basin.

Rosewood Creek Restoration Project - Continuation

The purpose of the Rosewood Creek Restoration Project - Continuation is to continue to stabilize portions of the Third Creek watershed to reduce sediment loads to Lake Tahoe as well as expand healthy riparian areas. Nearly a half mile of creek was restored as part of a project completed in October 2015. A new project was authorized by the Bureau of Reclamation (BOR) to address a 400-foot section of creek just downstream from this restored reach. Design started on this reach in May 2017 and construction was completed October 2019. Physical and biological monitoring were completed Spring 2022 and the BOR Final Report is due September 30, 2022. Water quality monitoring was extended one year, due to unforeseen staffing delays due to COVID-19 restrictions and the challenges in collecting water samples due to dry water years in 2021 and 2022, through FY 2023 to determine the project's contribution to water quality improvements.



Photo monitoring of analog beaver dams in Rosewood Creek Continuation Area

NDOT Assistance

NTCD engineers assist NDOT Hydraulics with stormwater-related issues on Tahoe Basin highways upon request. NTCD engineers perform site visits, hydrology, conceptual designs, order necessary materials, and coordinate with a construction contractor, permitting agencies, and NDOT to implement the projects. NTCD has designed a large-scale area-wide treatment basin system for the Marla Bay/McFaul Creek watershed to be installed in 2023, has conducted an outfall inventory to inform future maintenance projects, and has repaired various drainage and erosion issues along SR28, SR431, and US-50.

Douglas County Assistance

NTCD engineers assist Douglas County Public Works with stormwater-related issues upon request from the Stormwater Program Manager. NTCD engineers perform site visits, hydrology, cost estimates, and conceptual designs and present this work to the County for use. This past year, NTCD engineers designed a stormwater decant facility for construction at the Minden Public Works Yard. NTCD also provides oversight of the County's Stormwater Maintenance Crew as requested. A portion of this funding assists the District with finding and applying for grants or other funding sources for priority County projects.

Bijou Park Creek Watershed Restoration Project

NTCD teamed up with consultants including Wildscape Engineering, Northwest Hydraulic Consultants, and Catalyst Environmental Solutions to complete this planning project for the City of South Lake Tahoe that will advance stormwater collection and treatment designs in the Bijou Park Creek Watershed. NTCD is assisting the team with TMDL modeling and conceptual engineering design.

Burke Creek/Rabe Meadow Riparian Restoration Project

NTCD is working with US Forest Service, the Tahoe Beach Club, and other stakeholders to address conservation issues in Rabe Meadow and along Burke Creek. The project will result in the full design and implementation of two to three projects over the next three years including the decommissioning of a ditch and realignment of Burke Creek near Nevada Beach and a restoration effort near Jennings Pond.

Brautovich SEZ Restoration and Park Rehabilitation Project

NTCD worked with Douglas County and other stakeholders to complete more than half of an acre of stream zone restoration and a park rehabilitation at Brautovich Park in Douglas County. The project was designed in Spring and Summer of 2020 and was constructed in late summer and fall of 2020. The restoration portion of the project is complete and the project is underwent irrigation and monitoring in 2021, and a new playground, bicycle, and dog park facilities were installed in 2022. The Project is receiving a "Best in Basin" award from the Tahoe Regional Planning Agency August 2022.

Marla Bay Water Quality Improvement Project Community-Based Watershed Strategy

The Marla Bay Water Quality Improvement Project (WQIP) will utilize the EPA watershed planning and implementation model and the guidelines from TRPA to assist private landowners and local jurisdictions with Total Maximum Daily Load (TMDL) implementation through a community-based watershed approach. The intent is to focus the community on implementation and maintenance of individual and merged BMPs for protection and restoration of water quality. Through an integrated strategy for community outreach, education, and information sharing, the project will increase the communities' knowledge of restoration objectives, opportunities for improving environmental stewardship, and continuation of the BMP retrofit program. This project will connect the private and public works Environmental Improvement Program (EIP) projects while being adapted to local community priorities for Nevada.

The project accomplishments will include:

- Watershed scale plan that identifies and prioritizes stormwater treatment opportunities, forest health opportunities, terrestrial invasive/noxious weed issues, beach conservation areas, and stream restoration opportunities
- Community outreach and stakeholder coordination (1 community meeting and 3 stakeholder meetings)
- Technical assistance to increase environmental stewardship on private property
- Engineer 50% plans for stormwater treatments on public roads
- Work collaboratively with the NDOT US-50 3R project throughout Project design
- Increase Lake Tahoe Nearshore and Pelagic Clarity
- Work toward achieving a potential 8 Lake Clarity Credits for Douglas County; load reductions required by the Lake Tahoe TMDL

NTCD began work on Marla Bay Water Quality Improvement project in October of 2021. Staff met with representatives from the Marla Bay GID and prepared base mapping in GIS and CAD for the project area, collected existing utility maps for the area, and completed a preliminary improvements design. NTCD staff staked out the proposed preliminary storm water retention basins adjacent to highway 50 and met with NDOT and Douglas County to review the design and layout in the field. Based on these meetings it was determined that the basins should be redesigned to treat more of the runoff from NDOT outfalls. A draft design of the updated basins was completed and hydrology calculations and mapping were updated to reflect the updated basins.

Saxon Creek Aquatic Organism Passage Project

The Saxon Creek Aquatic Organism Passage Project, Phase 2, is a follow-up project to Phase 1 completed in 2018 which replaced a failing road culvert with a bridge and realigned and restored 140 feet of channel upstream of Fountain Place Road. Phase 2 will complete the restoration of an additional 934 feet of stream channel to achieve the project goals outlined above. Phase 2 will also perform necessary adaptive management on Phase 1 of the restoration.

The goal is to build upon Phase 1 of the Project by restoring the section of channel downstream from the Fountain Place road crossing and performing adaptive management on the upstream section of the channel to achieve hydrologic and geomorphic continuity and provide for suitable passage conditions for the target aquatic species through the entire restored reach. The target aquatic organisms include juvenile salmonids and the Paiute sculpin (*Cottus beldingi*) species.

NTCD will provide planning, engineering, permitting, bidding services, construction oversight, and overall project management. The Project is slated to be constructed in 2022. During fiscal year 2022 final design, permitting, and bidding were completed.

Marlette SR28 Crossing and Realignment and Water Quality Improvement Project

The Marlette Creek SR28 Crossing Realignment and Water Quality Improvement Project is a multi-phase project with the goal of improving stream function, water quality, and fish habitat and providing erosion control and

stormwater treatment at directly connected outfalls from State Route 28. NTCD will provide planning, engineering, permitting, bidding services, construction oversight, and overall project management. This multi-phase project is slated to be constructed in 2023 and 2024 and is currently in design and permitting. During fiscal year 2021 and 2022, surveying, modeling, biological assessments, conceptual designs, and preliminary permitting was completed.

This restoration project will coordinate with planned NDOT stormwater improvements on SR28, modify or replace an existing culvert below SR 28, repair channel incision, improve riparian vegetation and reduce conifer encroachment, realign a portion of the creek to reduce road embankment erosion, remove remnant structures within Marlette Creek and the South Fork of Marlette Creek, and reconfigure a culvert crossing on the South Fork of Marlette Creek.

The Project seeks to achieve the following objectives:

1. Improve water quality by eliminating untreated stormwater runoff from SR 28 from entering Marlette Creek
2. Improve in-channel and riparian habitat by stabilizing the bed and banks of both the South Fork and main branch of Marlette Creek.
3. Expand habitat for native fish by providing fish passage under SR 28.
4. Control adjacent erosion and protect vital highway infrastructure on a scenic recreation corridor by stabilizing road shoulders and realigning the creek, if necessary.

Mason Valley Conservation District Walker River

Mason Valley Conservation District (MVCD) identified 720 linear feet of unstable riverbank on the West Walker River in Lyon County for restoration. NTCD will design restoration plans to stabilize the stream banks and bed.

Zephyr Cove Elementary School Playground Project

NTCD provided planning, engineering, permitting, bidding services, construction oversight, and overall project management for the regrading, drainage improvements, and play area rehabilitation at a local elementary school. The project was designed and permitted in Spring of 2021 and construction was completed in September 2021.

Cave Rock State Park Erosion Control Project

The State of Nevada owns various parcels within the Lake Tahoe Basin. The Nevada Division of State Lands (NDSL) is tasked with managing the protection of resources at these parcels. Cave Rock State Park (CRSP) was established in 1967 as a boat launch and parking area and has since become a popular recreation site on Lake Tahoe's east shore. Due to the construction of US-50 influencing the creation of the State Park, much of the land surrounding the park is designated as US-50 right-of-way. In 2016, the Nevada Department of Transportation (NDOT) completed a retrofit of the Cave Rock Tunnel for US-50 and blocked off some of the street parking that was occurring for pedestrian access into CRSP. Social trails from years of access are prominent on the southeastern edge of the park.
The goal of the the Project is to address, repair, and prevent erosion issues at Cave Rock State Park. The objectives are as follows:

1. Eliminate user-created trails at CRSP by preventing access through fencing, and repairing existing erosion through a mix of slope stabilization and revegetation.
2. Assess the existing Tahoe yellow cress enclosure at CRSP for possible relocation or expansion.
3. Determine and record the CRSP boundary ownership.
4. Coordinate with the Nevada Department of Transportation on permitting, fencing, and erosion repairs at CRSP.

NTCD began working on this project in May 2021 and is acting as the overall project manager, designer, and construction inspector. NTCD staff completed the design of the erosion control project in the fall of 2021 and during design it was determined that installing a permanent fence in NDOT right-of-way would not be feasible

due to driver safety concerns. As a result, a temporary construction fence was installed to prevent pedestrians from accessing the state park through the repair zone. NTCD solicited construction bids for the erosion control in early fall of 2021 and construction began in November of 2021 during a window of dry weather. NTCD staff completed post-construction monitoring from December 2021 to May 2022, and in June of 2022, with the Great Basin Institute, completed revegetation planting and temporary irrigation. With the erosion control construction complete, NTCD staff will continue to periodically monitor the revegetation and erosion control effectiveness. NDSL has requested that as part of the monitoring NTCD make any necessary repairs to the temporary construction fence that was installed.

Natural Resources Conservation Service Engineering Technical Support

This is an agreement with NRCS to provide engineering technical assistance for the Environmental Quality Incentives Program (EQIP). The Nevada NRCS has limited engineering staff to provide necessary assistance causing delays past programmatic deadlines or construction windows. This agreement will use NTCD's engineering staff to assist Nevada NRCS so these deadlines can be met.

NTCD will be responsible for all design aspects, final designs, and pre-construction meetings following NRCS standards. This agreement is for a minimum of 22 projects in the 18-month granting period.

NTCD staff started work on the first project in January of 2022 and has completed 5 of 10 projects provided by NRCS to date. NTCD staff holds monthly coordination meetings with the NRCS project manager and continuous communication regarding individual projects with NRCS staff. The projects that NTCD has completed to date have covered a variety of project types, including irrigation pivot, irrigation water pipeline, livestock pipeline, concrete-lined ditches, and culvert replacements design. Work is ongoing with the remaining projects, and it is expected that NRCS will be providing additional projects after the 10 projects are completed.

Hicks Parcel Erosion

The Hicks Urban Parcel (APN 131-233-03) was acquired by the State of Nevada under the sensitive lands program in 1989. In the past few years, the site has experienced large-scale surface erosion. A trail exists at the uppermost edge of the parcel and Incline Creek flows at the lower edge of the parcel. The parcel is flanked on one side by public lands and on the other three sides by privately-owned parcels.

NTCD completed a topographic survey of the site in July of 2021 and retained Lumos and Associates to do a geotechnical study of the site and provide stabilization recommendations. After reviewing stabilization recommendations, NTCD developed design alternatives and estimated costs for 3 options and provided these recommendations to NDSL. It was decided to follow through with the most economical construction option due to the specific site conditions and setting. NTCD contracted the Great basin Institute to provide hand crews for minor hand grading, erosion control, revegetation, and temporary irrigation on the failed slope. Construction began in June of 2022 and took seven days to complete. NTCD coordinated with the adjacent apartment property manager to secure irrigation water for the site and continues to monitor the project.

Community Watershed Planning Projects

Through a partnership with the Environmental Protection Agency, NTCD is completing landscape-scale and area-wide conservation planning projects on the Nevada side of the Lake Tahoe Basin. NTCD will develop and plan community-based watershed strategies with private and public landowners in coordination with the public agencies responsible for stormwater and forest health management. Because previous rounds of funding have laid the groundwork for community watershed planning, the project has identified three specific focus areas and targeted goals for each:

1. Develop Community Watershed Plan for Edgewood Creek Watershed.
   Goal: Work with commercial private properties adjacent to Edgewood creek to complete their BMPs and obtain certificates of completion from the TRPA.
2. Complete development of community-based watershed strategies for the Burke Creek Watershed.

Goal: Determine appropriate maintenance strategies for the Kahle Drive Complete Street Project that will enhance implementation of the Lake Tahoe TMDL.

3. Work with Lake Tahoe Nevada fire districts to prioritize and plan for forest health practices in and adjacent to Lake Tahoe Nevada streams (SEZs)
   Goal: Work with Tahoe Douglas Fire Protection District and/or North Lake Fire Protection District to identify areas near streams that are untreated for forest health, assess at least 5 miles of stream corridor using existing data and field-collected data, and create a stream corridor forest management plan for one or both Districts that includes priority treatment areas, opportunities to use harvested materials on site for channel restoration, permit materials, and partnership opportunities.

Project Updates:

1. NTCD has nearly completed BMP design plans for three (3) commercial private properties adjacent to Edgewood Creek. The final funds will conduct a land survey for one of the properties to move forward with BMP implementation, finalize a cost estimate and reach out to the property owners with updated design plans and cost estimates. NTCD must also contract with TRPA as TRPA was able to procure implementation funding to implement these area-wide treatments.
2. NTCD worked toward finalizing 90% design plans for the Kahle Complete Streets Project, which is within the Burke Creek Watershed. NTCD has lobbied for and received additional funds for project implementation all while keeping key stakeholders up to date on project implementation. NTCD prepared a draft RFP for the waterline design along Kahle Drive after discussing it with Kingsbury GID and NV Energy. NTCD will continue to participate in the US 50 Corridor Planning effort and hold stakeholder meetings for Kahle Drive as needed. NTCD will continue to pursue funding for Kahle Complete Street and Burke Creek/Rabe Meadow restoration projects and advance the Kahle Drive plans to 90% design level. NTCD will continue to meet with key stakeholders including Kingsbury and Oliver Park GIDs, Douglas County, Barton Health, Tahoe Beach Club, and NDOT to assure that designs in the area blend well together.
3. NTCD worked with Tahoe Douglas Fire Protection District and the North Lake Fire Protection District to identify areas near streams that are untreated for forest health. NTCD created a priority matrix, using five different criteria. NTCD needs to complete the last of the field visits to complete the priority matrix and then create a stream corridor forest management plan that outlines priority treatment areas. NTCD has created Community Watershed Planning Forest Health Implementation Projects within TRPA's EIP Tracker, along with submitting for grant opportunities. Within the stream corridor forest management plan, NTCD will outline steps taken and steps needed to pursue the correct permits, funding options, and project partners.

MONITORING AND MODELING PROJECTS

NTCD's environmental monitoring program is designed to provide answers to the scientific and natural resource questions of Lake Tahoe's resource managers. The program delivers these answers by the following means:

- Evaluation of environmental restoration projects
- Inventory of Basin-wide project accomplishments
- Inventory of Nevada's stormwater assets
- NDEP compliance monitoring
- Stream health and water quality
- Advanced stormwater treatment analysis
- Pollutant Load Reduction Modeling
- Sediment Load Reduction Planning

Lake Clarity Crediting Program Registration & TMDL Implementation

The Lake Clarity Crediting Program Registration and TMDL Implementation project provides support to Washoe County and NDOT to comply with their individual Interlocal Agreements with NDEP. The ILAs document the specific obligations and commitments of attaining the load reduction milestones associated with the Lake Tahoe

TMDL using the Lake Clarity Crediting Program (LCCP) Tools. The project will assist Washoe County and NDOT in meeting the annual load reduction targets and attaining the 15-year 2026 milestone by registering pollutant controls such as stormwater treatment BMPs, private parcel BMPs, and road operations. Registrations and credit attainment show commitment to the TMDL goal of improving Lake clarity. The project will review existing and create new PLRM models as needed and refine inputs, perform the required rapid assessment methodology (RAMs), help determine inspection and maintenance frequency for specific treatment BMPs, register the catchments in the Lake Tahoe Stormwater tools and obtain awarded credits. Additionally, NTCD participates in program improvement meetings and program advisory committees since LCCP is based on an adaptive management approach.

Caltrans LCCP Support

NTCD performs the Road RAM for Caltrans on an annual basis and provides Lake Clarity Crediting Program (LCCP) support when needed. To comply with the LCCP, Caltrans must perform Road RAM a minimum of four (4) times annually, with the option to perform additional RAMs if directed by Caltrans or CDM Smith. NTCD collects the field data for entry into the Lake Tahoe Stormwater Tools and provides CDM Smith road condition score updates for annual compliance. With NTCD's extensive knowledge and daily use of the LCCP Stormwater Tools interface, NTCD has been able to assist Caltrans, CDM Smith and Michael Baker International navigate the LCCP registration and declaration process.

Rosewood Creek Water Quality Monitoring

NTCD received additional funding to continue monitoring Rosewood Creek with the goal of quantifying the restoration's impact on meeting the Tahoe TMDL. The water quality sampling systems above Northwood Blvd. and below SR28 continue to be operational and are monitoring Rosewood Creek flow above and below the Area A restoration. With the new funding, an additional monitoring station above SR28 was installed to separate the impact of SR28 road runoff. Additionally, NTCD will conduct a fish count, macroinvertebrate monitoring, cross-section surveying, photo monitoring, and remote sensing photo comparison to compare flood plain water connectivity before and after the creek restoration. These efforts will continue through FY 2023.

TRCD Implementer's Monitoring/NDOT

A pollutant source analysis conducted by the Lahontan Regional Water Quality Control Board (Water Board) and Nevada Division of Environmental Protection (NDEP) identified the largest source of fine sediment particles to Lake Tahoe as urban stormwater runoff, comprising 72 percent of the total fine sediment particle load. Based on the pollutant source analysis, the seven Lake Tahoe Basin jurisdictions were determined as the main Lake Tahoe stormwater dischargers. The California jurisdictions were issued a National Pollutant Discharge Elimination System permit (permit) by the Lahontan Water Board in August 2011. The Nevada jurisdictions including NDOT entered into Inter-local Agreements (ILAs) with NDEP shortly after, which required them to reduce pollutant loads to Lake Tahoe from urbanized areas within their jurisdictions. The permits and ILAs encouraged the jurisdictions to work collaboratively to fulfill the regulatory requirements. The seven (7) jurisdictions have since then partnered together to form the Implementers' Monitoring Program (IMP), a coordinated effort for implementing capital improvement projects and improving management actions to reduce pollutant loads to Lake Tahoe to meet the TMDL standard. The Tahoe Resource Conservation District (Tahoe RCD) was hired by both the IMP and NDOT to establish a coordinated network of long-term monitoring sites for collecting reliable information on urban stormwater runoff to track pollutant load reduction progress under the Lake Tahoe TMDL using RSWMP protocols. These sites provide critical information related to changes in stormwater quality status and trends in response to implementing water quality improvement projects and improved management actions in urban catchments. The Tahoe RCD contracted with NTCD to provide water quality monitoring and lab work assistance to the Tahoe RCD for work contracted by Lake Tahoe jurisdictions. The NTCD/Tahoe RCD contract is renewed on an annual basis.

Lower Wood Creek Water Quality Construction Management and Phase 2

NTCD is the lead Pollutant Load Reduction Model (PLRM) modeler for the Lower Wood Creek (LWC) Phase I and II Water Quality Improvement Project. NTCD completed both the Baseline and Existing Conditions Technical

Memo documenting all PLRM and GIS shapefile refinements and the Alternatives Technical Memo documenting all PLRM and GIS shapefile refinements for the design treatment BMPs alternatives. Washoe County completed constructing Phase I of the project with Phase II scheduled for summer 2023. Because both Phases I and II design was complete to 50% design, NTCD's PLRM results should be mostly complete for both phases with minimal changes to the PLRM results once registration occurs. NTCD staff will continue to assist the County and their consultant with Lake Clarity Crediting Program-related modeling and reporting, attend technical advisory meetings as well as internal design team meetings, perform construction management for Phase II, and register both Phases I and II with the Lake Tahoe Info Stormwater Tools once the project is constructed (Water Year 2024). Prior to registration, NTCD will perform the appropriate BMP RAM and condition inspections (parcel BMP verifications) required for registration. Project coordination, data sharing, and open communication with the consultant are key to a successful project.

2022 Nearshore Human Health Assessment

The Tahoe Regional Planning Agency (TRPA) and Lahontan Regional Water Quality Control Board (Lahontan) collaborated again in 2022 to execute a Nearshore Human Health Assessment for Lake Tahoe. The 2022 assessment included total coliform and *Escherichia coli* (*E. coli*) bacteria monitoring. The Nevada Tahoe Conservation District (NTCD), in partnership with the Tahoe Resource Conservation District (Tahoe RCD), is monitoring 8 beach locations over a 10-week period. The monitoring provides an assessment of human health risks associated with lake-water contact during recreational activities. Additionally, NTCD partnered with the Lahontan Water Board to collaborate on sampling efforts and compare field sampling methods and laboratory analysis methods. The data can be found in the California Environmental Data Exchange Network (CEDEN). The monitoring will be complete on September 2, 2022, and the project will wrap up by December 2022.

Invasive Weeds

The District continues to be involved with the Lake Tahoe Basin Weed Coordinating Group (LTBWCG) by attending quarterly meetings and assisting with its annual weed training.

Through a grant from the United States Forest Service, NTCD has been able to start working with Placer and Douglas County on treating priority weed populations. Douglas County treated roadsides in the Tahoe basin in fall 2021 and is continuing to treat these areas through 2023. This funding is also being used for community outreach including printing 1000 copies of the Invasive Weeds of the Tahoe Basin booklet that is used extensively by field staff and the general public.

Tahoe Yellow Cress

The NTCD attended quarterly Tahoe yellow cress Adaptive Management Working Group meetings. This fiscal year, the District had limited funding for outreach and education efforts to inform lakefront homeowners about Tahoe Yellow Cress. It did continue to work with partners on a Safe Harbor Agreement application in hopes to develop a program to improve conservation of Tahoe yellow cress on private properties.



Tahoe Yellow Cress

COMMUNITY PARTNERSHIPS

Funding by our community partners has been essential to NTCD operations. The general fund funding provided by Douglas and Washoe County enables NTCD to leverage a small amount of funding into larger projects. General fund assistance is critical for activities like grant writing and project planning and a consistent long-term commitment is desired.

Douglas County Board Of Commissioners

NTCD received $25,000 in general financial assistance this fiscal year to support the District's conservation efforts.

Carson City Board Of Supervisors

Although there are very few developed areas within the Carson City Rural Area, the Board of Supervisors has recognized the benefits of protecting Lake Tahoe Basin natural resources, for the thousands of residents and visitors who vacation and recreate in the basin.

Washoe County Board Of Commissioners

NTCD received $25,000 of general financial assistance to support the District's conservation efforts. Washoe County continues to partner with NTCD on various projects in the Lake Tahoe Basin including the Catchment Registration Projects. Washoe County also provides NTCD with legal support through its District Attorney's office.

Other Partners

NTCD is involved in several other partnerships in addition to our Community Partnerships. During FY 2020, NTCD has Memorandums of Understanding or contracts with the USDA Natural Resources Conservation Service, the Nevada Division of Environmental Protection, the Nevada Division of State Lands, Tahoe Resource Conservation District, Nevada Department of Transportation, and the Tahoe Regional Planning Agency. We are fortunate to have such a diverse and engaged group of partners who are dedicated to natural resource issues at Lake Tahoe.

Working groups are also an important partnership NTCD is actively involved with. Our current participation includes:

- Lake Tahoe Interagency Monitoring Program
- South Tahoe Environmental Education Coalition
- Lake Tahoe Basin Weed Coordinating Group
- Stormwater Quality Improvement Committee
- Nevada Tahoe Water Suppliers Association
- TRPA Pathway Technical Working Groups
- TRPA Pathway Forum
- Lake Tahoe Federal Advisory Committee
- Nevada Stormwater Association
- Tahoe Interagency Executive Committee
- Washoe Tribe of Nevada
- University of Nevada Cooperative Extension
- Parasol Foundation
- Tahoe Yellow Cress Adaptive Management Working Group and Executive Committee
- Lake Tahoe Basin Weed Coordinating Group

FUNDING

Nevada Tahoe Conservation District funding during FY 2022 was provided by Local, State, and Federal partners including:

LOCAL

Washoe County
Douglas County
Tahoe Resource Conservation District
Tahoe Regional Planning Agency
City of South Lake Tahoe

STATE

NV Division of Conservation Districts
NV Division of Environmental Protection
NV Department of Transportation
California Department of Transportation

FEDERAL

USDA Bureau of Reclamation
USDA Forest Service
US Environmental Protection Agency

PRIVATE

National Association of Conservation Districts
Tahoe Beach Club
BNY Mellon Trust of Delaware
Sustainable Community Advocates
Zephyr Cove Elementary School Parents' Club
Growing Spaces

A comprehensive overview of the District's finances is available in our FY 2021 annual audit. A copy of which is available at the district.

Agenda Item No: 15.B

STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** January 5, 2023

Staff Contact: Nancy Paulson, City Manager

Agenda Title: For Possible Action: Discussion and possible action regarding the appointment of up to four members to the 9-1-1 Surcharge Advisory Committee ("Committee"), each for a two-year term expiring in December 2024. (Nancy Paulson, npaulson@carson.org)

Staff Summary: The Committee is a body which must have at least five members, but no more than seven. There are currently two vacancies that must be filled and an additional two vacancies that may be filled at the discretion of the Board of Supervisors. Four applications have been submitted. Denise Stewart has requested a reappointment. New applications were submitted by James Powell, Jed McComber and Steven Figone.

Agenda Action: Formal Action / Motion **Time Requested:** 1 hour

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Proposed Motion
I move to reappoint Denise Stewart and to appoint _____, _____, _____, each for a full term expiring in December 2024.

Board's Strategic Goal
Efficient Government

Previous Action
N/A

Background/Issues & Analysis
CCMC 4.05.030(1) provides that the Committee "shall be comprised of a minimum of five (5) members and a maximum of seven (7) members." Members serve two-year terms that are staggered such that three Committee members must have terms expiring in odd-numbered years.

Applicable Statute, Code, Policy, Rule or Regulation
NRS 244A.7645 and CCMC 4.05.030

Financial Information
Is there a fiscal impact? No

If yes, account name/number:

Is it currently budgeted?

Explanation of Fiscal Impact:

Alternatives
Reopen the position for additional applicants and/or provide alternative direction to staff.

Attachments:
911 Committee Packet 1.pdf

Board Action Taken:

Motion: _____	1) _____	Aye/Nay
	2) _____	_____
		_____
		_____
		_____
		_____

_____
(Vote Recorded By)

Carson City, NV

9-1-1 Surcharge Advisory Committee

Board Details

The board hereby creates an advisory committee called the "9-1-1 surcharge advisory committee" to develop a plan to enhance or improve the telephone system for reporting an emergency in Carson City and to oversee any money allocated for that purpose. The advisory committee shall be comprised of a minimum of five (5) members and a maximum of seven (7) members.

Overview

Size 5 Seats

Term Length 2 Years

Term Limit N/A

Additional

Meetings

•Time varies •Typically on a quarterly basis or at the call of the chair •Fire Station 51, 777 South Stewart Street, Carson City, Nevada

Powers & Duties

To develop a 5-year master plan for the enhancement or improvement of the telephone system for reporting emergencies in Carson City and to oversee any money allocated for that purpose. The master plan must include an estimate of the cost of the enhancement or improvement of the telephone system and all proposed sources of money for funding the enhancement or improvement.

Additional Information

CCMC_4.05.pdf

Carson City, NV

9-1-1 Surcharge Advisory Committee

Board Roster

Denise Bauer

4th Term Jan 20, 2022 - Dec 31, 2023

Appointing Authority Board of Supervisors

Mary Katherine Durbin

3rd Term Jan 20, 2022 - Dec 31, 2023

Bryson M Gordon

1st Term Jan 20, 2022 - Dec 31, 2023

Position Local Exchange Carrier

Daniel S Mckeehan

1st Term Dec 06, 2018 - Dec 31, 2022

Denise Stewart

4th Term Dec 18, 2014 - Dec 31, 2022

Appointing Authority Board of Supervisors

Profile

Denise
First Name

Middle Initial

Stewart
Last Name

stewartdenise@sbcglobal.net
Email Address

602 Pat Lane
Street Address

Suite or Apt

Carson City
City

NV
State

89701
Postal Code

Mobile: (775) 721-1351
Primary Phone

Alternate Phone

Which Boards would you like to apply for?

9-1-1 Surcharge Advisory Committee: Submitted

Question applies to multiple boards

Why would you like to serve on this Board/Committee/Commission?

I was a 9-1-1/Public Safety Dispatcher for 33 plus years. I want to be a part of the process to enhance 9-1-1 for my community. The board has helped improve the 9-1-1 system for our community. I have been serving on this Board for several years. I have been the Chairperson for the last 3 years.

Question applies to multiple boards

Are you currently a registered voter in Carson City?

◉ Yes ○ No

Question applies to multiple boards

Are you currently a member on any other Carson City Board, Committee or Commission?

○ Yes ◉ No

Conflict of Interest

Question applies to multiple boards

Within the past twelve (12) months, have you been employed by Carson City (including as an elected official)?

○ Yes ◉ No

Question applies to multiple boards

Do you currently have a contract with Carson City for services/good?

○ Yes ◉ No

Question applies to multiple boards

If yes, please provide contract details:

Question applies to multiple boards

Have you been convicted of a felony, domestic violence or gross misdemeanor involving moral turpitude (conduct contrary to community standards of justice, honesty and good morals)?

○ Yes ◉ No

Education

College, Professional, Vocational or Other Schools attended:

Western Nevada College

Major Subject:

Business Management

Degree Conferred:

AA

Briefly describe the qualifications you possess which you feel would be an asset to this Board/Committee/Commission:

I was a dispatcher for 33 plus years and have considerable knowledge of how the 911 process works.

List the community organizations in which you have participated and describe participation:

I have been on this committee for 9 years. I have been working as a 4-H leader for the last 5 years.

List your affiliation with professional or technical societies: *if required for the position.

APCO (past)

Upload a Resume

Declaration to Accept Terms & Conditions

I understand that my submitted application is considered public information. I understand the Board of Supervisors may require a pre-appointment background check for any position if deemed warranted.

I hereby declare that all statements given by me on this form are truthful and complete to the best of my knowledge.

I have read and understand the Carson City's Boards, Committees and Commissions Policies and Procedures.

☑ I Agree *

Denise Stewart

Profile

James (First Name) | A (Middle Initial) | Powell (Last Name)

onebleve@aol.com (Email Address)

1119 Lahontan Dr. (Street Address) | (Suite or Apt)

Carson City (City) | NV (State) | 89701 (Postal Code)

(Primary Phone) | (Alternate Phone)

Which Boards would you like to apply for?

9-1-1 Surcharge Advisory Committee: Submitted

Question applies to multiple boards

Why would you like to serve on this Board/Committee/Commission?

I have dedicated my career to emergency services, 911 its uses and its proper administration save lives and that's the bottom line!

Question applies to multiple boards

Are you currently a registered voter in Carson City?

(•) Yes ( ) No

Question applies to multiple boards

Are you currently a member on any other Carson City Board, Committee or Commission?

( ) Yes (•) No

Conflict of Interest

Question applies to multiple boards

Within the past twelve (12) months, have you been employed by Carson City (including as an elected official)?

( ) Yes (•) No

Question applies to multiple boards

Do you currently have a contract with Carson City for services/good?

○ Yes ◉ No

Question applies to multiple boards

If yes, please provide contract details:

Question applies to multiple boards

Have you been convicted of a felony, domestic violence or gross misdemeanor involving moral turpitude (conduct contrary to community standards of justice, honesty and good morals)?

○ Yes ◉ No

Education

College, Professional, Vocational or Other Schools attended:

AA in Fire Science from Western Nevada Community College University of Nevada Certificate of Public Management Master Fire Service Instructor through the Nevada State Fire Marshals Office-Training Division

Major Subject:

Fire Science

Degree Conferred:

Western Nevada Community College was closed prior to issuing degree.

Briefly describe the qualifications you possess which you feel would be an asset to this Board/Committee/Commission:

Over 50 years in emergency services. 29 Years with Carson City Nevada Fire Department (last position held Operations Battalion Chief)

List the community organizations in which you have participated and describe participation:

Past member of the Carson City Chapter of the Optimist Club. To aid and encourage the development of youth in the belief that giving one's self service to others will advance the well-being of humankind, community life and the world! Coached Carson City Pop Warner Football Umpired Carson City Little League, Babe Ruth and High School Baseball (Donating our checks for high school baseball back to the school student body that issued the check)

List your affiliation with professional or technical societies: *if required for the position.

Life Member of the Nevada Fire Chiefs Association

Upload a Resume

Declaration to Accept Terms & Conditions

I understand that my submitted application is considered public information. I understand the Board of Supervisors may require a pre-appointment background check for any position if deemed warranted.

I hereby declare that all statements given by me on this form are truthful and complete to the best of my knowledge.

I have read and understand the Carson City's Boards, Committees and Commissions Policies and Procedures.

☑ I Agree *

Jim Powell has over 52 years of Fire Service experience. Thirty years of active suppression experience with the Carson City Nevada, Fire Dept. and responded to over 17,000 calls for service during his career. Jim retired as Chief of Operations in 1997.

Jim is the founder and owner (1997-Present) of All Clear Fire Training and Consulting and serves a wide variety of professional departments both **Industrial** and Municipal in North America. He also writes government required SARA Title III Hazardous Materials Emergency Response Plans (LEPC) for several of his governmental clients.

In 2000 Jim was appointed by then Nevada Governor Kenny Guinn and served four years on the Nevada State Board of Fire Service Standards and Training Committee.

Until it closed in 2012 Jim was for 14 years the senior consultant and the lead Adjunct Instructor for **Incident Command Emergency Response** (ICER) at the University of Nevada-Fire Science Academy Carlin. In addition, Mr. Powell has taught **Industrial Firefighting Strategy** and **Tactics** as well as Industrial Incident Safety Officer since 1997.

Mr. Powell was recognized in the April 2008 edition of the international magazine **Fire and Rescue** as one of the top fire instructors in the world. (Fire and Rescue April 2008 issue 69)

Mr. Powell is a past Chief of The Truckee Meadows Community College (TMCC) Fire Academy as well as a **Master Adjunct Instructor** for the Nevada State Fire Marshal's office. In addition, he taught Strategy and Tactics in the degree program at TMCC.
Jim presently provides NFA STICO/PICO and Leadership classes through the Nevada State Fire Marshal training division. He also is a **life** member of the Nevada Fire Chief's Association.

In 2011 Jim Powell was nominated and received the **Nevada Distinguished Fire Service Award** through the Nevada Firefighter Memorial Committee. At the time Jim was only the **Fifteenth person in Nevada history** to receive the award and his name is now on a plaque at the Distinguished Service Section of the Memorial located in Mills Park in Carson City.

For more information go to www.allclearfire.com or you can contact Jim at onebleve@aol.com

Profile

Jed (First Name) | A (Middle Initial) | Mccomber (Last Name)

jed.mccomber@gmail.com
Email Address

4690 Wagon Wheel Road
Street Address

Suite or Apt

Carson Ciy
City

NV
State

89703
Postal Code

Mobile: (651) 777-1800
Primary Phone

Alternate Phone

Which Boards would you like to apply for?

9-1-1 Surcharge Advisory Committee: Submitted

Question applies to multiple boards

Why would you like to serve on this Board/Committee/Commission?

I am currently seeking opportunities to serve the community I live in. This committee appears to be one that I may be able to bring some expertise to based on my professional career.

Question applies to multiple boards

Are you currently a registered voter in Carson City?

(•) Yes ( ) No

Question applies to multiple boards

Are you currently a member on any other Carson City Board, Committee or Commission?

( ) Yes (•) No

Conflict of Interest

Question applies to multiple boards

Within the past twelve (12) months, have you been employed by Carson City (including as an elected official)?

( ) Yes (•) No

Question applies to multiple boards

Do you currently have a contract with Carson City for services/good?

○ Yes ◉ No

Question applies to multiple boards

If yes, please provide contract details:

Question applies to multiple boards

Have you been convicted of a felony, domestic violence or gross misdemeanor involving moral turpitude (conduct contrary to community standards of justice, honesty and good morals)?

○ Yes ◉ No

Education

College, Professional, Vocational or Other Schools attended:

University of Minnesota, Century College, United States Army Military Police Academy, United Stated Air Force Law Enforcement School.

Major Subject:

Law Enforcement / Psychology

Degree Conferred:

Associate In Arts - Law Enforcement

Briefly describe the qualifications you possess which you feel would be an asset to this Board/Committee/Commission:

Direct P&L oversight of $74 million dollar annual operating budget overseeing 1000+ staff in four locations across the nation. Providing telecommunications oversight including consumer PERS (Personal Emergency Response System) services on three unique telephony platforms for our customers. 7 Years serving as Director of Network Operations at AT&T. Our PERS services utilize Priority Dispatch ProQA Dispatch Software, which CC PSAP uses as well.

List the community organizations in which you have participated and describe participation:

None to date.

List your affiliation with professional or technical societies: *if required for the position.

Have held numerous Electronic Security licenses over the years however am currently only active with the State of California Department of Consumer Affairs as a Alarm Company Qualified Manager (held since 2011) and State of Illinois Department of Financial and Professional Regulation - Company manager license.

Upload a Resume

Declaration to Accept Terms & Conditions

I understand that my submitted application is considered public information. I understand the Board of Supervisors may require a pre-appointment background check for any position if deemed warranted.

I hereby declare that all statements given by me on this form are truthful and complete to the best of my knowledge.

I have read and understand the Carson City's Boards, Committees and Commissions Policies and Procedures.

☑ I Agree *

Jed A. McComber

651.777.1800
jed.mccomber@gmail.com
Carson City, NV

SKILLS

Care Center Leadership

Physical & Electronic Security

Regulatory Compliance

Rapid Conflict Resolution

Strategic Planning and Implementation

Cross-functional Collaboration & Leadership

Corporate Investigations

Customer Relationship Mgmt

Project Management

HIGHLIGHTS

Sought-after Customer Contact Leader

Electronic Security Industry expert

Achieved Industry recognition milestone 5 Diamond Award 4 years in a row

2016 AT&T Summit Winner

EDUCATION

A.A., Law Enforcement
Century College
White Bear Lake, MN

CERTIFICATIONS

Brainard Strategy – Executive Leadership Course

ESA Certified: Alarm Technician Level 2

Six Sigma Green Belt

Performance-focused, multi-faceted and analytical professional offering broad-based experience leading teams in Contact Center Operations and Life Safety/Security markets for over 25 years

Visionary with strong technical and solutioning abilities

Excellent interpersonal capabilities fostering and maintaining positive professional relationships

Effective communicator with executive, functional and technical associates across various organizational levels

Mastery of high-end budget management & cost optimization

CURRENT PROFESSIONAL EXPERIENCE

Vice President – Care – Best Buy Health **2017-Present**

Contact management leader for growing Best Buy Health business

- Currently overseeing 7 Care sites (4 BBY & 3 BPO) with combined ~74M annual budget
- Designed and deployed business CX renaissance which improved NPS score by 62% over 18-month period
- Redesigned front-line role structure to drive efficiency and optimize cross skilling across business silos
- Designed and deployed 'PEAK' Performance Scorecard to provide feedback loop with frontline and leadership. Improved staff efficiency by 11% over 11-month period.
- Current monthly attrition rate 2.6% against 4.5% target
- Reset Care KPI's then deployed real time metric display boards across all sites to share common objectives and daily results with front line teams
- Led selection, design and launching of new Caring Center site in San Antonio TX in 2019 / Geographically diversifying services and supporting LRP growth strategy

Jed A. McComber

PROFESSIONAL EXPERIENCE CONTINUED

Director – Care / Monitoring – AT&T **2011-2017**

Built and Managed all customer contact delivery for start-up Home Automation business

- Selected, designed, & supervised concurrent buildout of 2 UL listed alarm monitoring facilities
- Establish service level agreements, evaluate business results to create business decisions to produce and improve key performance indicators (KPIs) and improve customer satisfaction
- Developed Life Safety alarm prioritization template to ensure traffic routing & handling of prioritized incidents
- Reduced Customer Alarm Rate over 350% since product launch via Alarm automation
- Managed mix of seven internal (AT&T) & external (BPO) contact centers under ~40M staffing budget

Director – Commercial Operations – Protection One **2007-2011**

Led team responsible for handling product/data integrity & customer/technical support services

- Reduced customer attrition 13% thus retaining ~218k customers by instituting a dedicated National Account Customer Service team
- Achieved New York City Fire Department Company certification for Service Center operations opening new market service offerings in largest commercial market in US
- Managed resource planning & scheduling capital projects
- Directed fiscal planning & staffing for 24x7 Customer Service operations consisting of ~280 employees in 2 locations, accounting for $18.5M, annually
- Designed innovative, customizable solutions for National Account customers
- Responded to RFP's & presented service offering overviews

Manager – Operations – Stanley (originally Honeywell Inc) **1997-2007**

Facilitated 24x7 Customer Service/Security Services Operation center (U.L./F.M./DoD listed-cleared)

- Launched dedicated Department of Defense team for facilities holding government Facility Clearances through Defense Security Services
- Implemented critical business relocation plan on time and $400k under budget
- Improved service levels for all company objectives within budget for 5 consecutive years
- Directed fiscal planning & staffing for ~210 employees in 2 locations

Lead Officer/Safety Specialist – Allina Health Care - MN **1992-1997**
Law Enforcement Specialist – United States Air Force **1988-1991**
Military Police Specialist – United States Army **1985-1998**

BUSINESS LICENSES

TX DPS/Private Security Bureau – Qualified Manager ID# 15064402
TX Dept of Insurance – State Fire Marshal's Office – Fire Alarm Monitoring Tech License #1740508
NYC Fire Dept – Certificate of Fitness ID# 85070613
CA Bureau of Security & Investigative Service – Qualified Manager - ACQ ID #5773; Locksmith – LCO ID 5510
AR Board of Private Investigators & Private Security Agencies – Agency Representative Manager ID #4417 OK State Dept of Health – Occupational Licensing Division – Monitoring Manager ID 012024
TN Dept of Commerce & Insurance – Qualifying Agent ID #1580
OR Dept of Public Safety – Executive Manager – ID # AMT 1740508
IL Dept of Financial & Professional Regulation – Private Alarm Contractor ID # 124 001779
NC Alarm Systems licensing board – Business Qualifier – ID 007236P3

Profile

Steven (First Name) | R (Middle Initial) | Figone (Last Name)

stevenfigone@gmail.com (Email Address)

7 Bullion Dr (Street Address) | (Suite or Apt)

Carson City (City) | NV (State) | 89706 (Postal Code)

Mobile: (408) 318-7152 (Primary Phone) | (Alternate Phone)

Which Boards would you like to apply for?

9-1-1 Surcharge Advisory Committee: Submitted

Question applies to multiple boards

Why would you like to serve on this Board/Committee/Commission?

I recognize the need for reliable, clear communication for the community. As a local first responder, any delay in the 911 system can lead to an unfavorable condition for the call taker. I would like to serve this board because I am a member of this community, and I can use my institutional knowledge to help contribute to its success.

Question applies to multiple boards

Are you currently a registered voter in Carson City?

(•) Yes ( ) No

Question applies to multiple boards

Are you currently a member on any other Carson City Board, Committee or Commission?

( ) Yes (•) No

Conflict of Interest

Question applies to multiple boards

Within the past twelve (12) months, have you been employed by Carson City (including as an elected official)?

( ) Yes (•) No

Question applies to multiple boards

Do you currently have a contract with Carson City for services/good?

○ Yes ◉ No

Question applies to multiple boards

If yes, please provide contract details:

N/a

Question applies to multiple boards

Have you been convicted of a felony, domestic violence or gross misdemeanor involving moral turpitude (conduct contrary to community standards of justice, honesty and good morals)?

○ Yes ◉ No

Education

College, Professional, Vocational or Other Schools attended:

CSU Chico - Bachelors Degree Butte College - Associates Degree, Fire Academy I

Major Subject:

Bachelor of Science in Construction Management Associate of Science of Paramedicine

Degree Conferred:

CSU Chico - May 2016 Butte College - June 2019

Briefly describe the qualifications you possess which you feel would be an asset to this Board/Committee/Commission:

I have knowledge of the 911 system - I have worked wildland fire, municipal fire, and private emergency medical services (EMS). I am also certified as a NWCG Radio Operator (RADO), which have all made me realize that the need for reliable communication is crucial for the safety of the community.

List the community organizations in which you have participated and describe participation:

I am not currently involved in any community organizations. As a new member of this community, I am looking to become more involved in the community by serving on this board.

List your affiliation with professional or technical societies: *if required for the position.

N/a

Upload a Resume

Declaration to Accept Terms & Conditions

I understand that my submitted application is considered public information. I understand the Board of Supervisors may require a pre-appointment background check for any position if deemed warranted.

I hereby declare that all statements given by me on this form are truthful and complete to the best of my knowledge.

I have read and understand the Carson City's Boards, Committees and Commissions Policies and Procedures.

☑ I Agree *

Steven Robert Figone

7 Bullion Dr, Carson City, NV 89706 stevenfigone@gmail.com (408) 318-7152

EDUCATION

California State University, Chico
May 2016 - **Bachelor of Science - Construction Management**

Butte College
June 2019 - **Associate of Science - Paramedicine**

WORK EXPERIENCE

Firefighter - *Reno Fire Department - (Reno, NV)* October 2019 - Present
- Member of the Water Entry Team (WET) for Swiftwater Rescue
- Paramedic Preceptor
- NWCG RADO certified

Firefighter - *California Department of Forestry - CAL FIRE (Auburn, CA)* 2018
- Seasonal firefighter in Lake Tahoe

CPR Instructor - *Lifeline Training Center (Chico, CA)* 2016 - 2019
- CPR and Wilderness First Aid Instructor

Trip Leader - Adventure Outings, CSUC (Chico, CA) 2013 - 2016
- Analyzed risk management & managed safety for all participants
- Design and built trip itineraries, budgets, train drivers for class B and trailer driving
- Making people feel comfortable in uncomfortable positions
- Delegated tasks, organized bi-annual Staff Retreat, meet with staff members before their trip
- Developed & trained assistant leaders to move towards Trip Leader

Raft Guide - All Outdoors Whitewater Rafting (Coloma, CA) 2012 - Current
- CREW Leader, managed the South Fork of American river operation
- Class IV+ River Guide on some of California's more advanced rivers
- Coordinated & managed 75+ guests on 2-day river trips
- Gave daily safety speeches to guests

References available upon request

Chapter 4.05 - SURCHARGE FOR ENHANCEMENT OR IMPROVEMENT OF TELEPHONE SYSTEM USED FOR REPORTING EMERGENCIES

Sections:

Editor's note— Ord. No. 2010-2, § I, adopted February 18, 2010, amended the title of Ch. 4.05 to read as herein set out. See also the Code Comparative Table and Disposition List.

4.05.010 - Authority and purpose.

1. This chapter is enacted pursuant to NRS 244A.7641 through 244A.7647 for the following purposes:
    a. To establish an advisory committee to develop a plan for the enhancement or improvement of the telephone system for reporting emergencies in Carson City and to oversee any money allocated for that purpose.
    b. To impose a surcharge for the enhancement or improvement of the telephone system for reporting an emergency in Carson City on:
        1. Each access line or trunk line of each customer to the local exchange of any telecommunications provider providing those lines in Carson City; and
        2. The mobile telephone service provided to each customer of that service whose place of primary use is in Carson City.

(Ord. 2008-21 § 3, 2008).

(Ord. No. 2010-2, § II, 2-18-2010)

4.05.020 - Definitions.

As used in this chapter, the words and terms defined in this section have the meanings ascribed to them unless the context requires otherwise.

"Incumbent local exchange carrier" has the meaning ascribed to it in 47 U.S.C. § 251(h)(1), as that section existed on October 1, 1999, and includes a local exchange carrier that is treated as an incumbent local exchange carrier pursuant to that section.

"Mobile telephone service" means cellular or other service to a telephone installed in a vehicle or which is otherwise portable.

"Place of primary use" has the meaning ascribed to it in 4 U.S.C. § 124(8), as that section existed on August 1, 2002.

"Supplier" means a person authorized by the Federal Communications Commission to provide mobile telephone service.

"Telephone system" means a system for transmitting information between or among points specified by the user that does not change the form or content of the information regardless of the technology, facilities or equipment used. A telephone system may include, without limitation:

(a) Wireless or Internet technology, facilities or equipment; and

(b) Technology, facilities or equipment used for transmitting information from an emergency responder to the user or from the user to an emergency responder.

"Trunk line" means a line that provides a channel between a switchboard owned by a customer of a telecommunications provider and the local exchange of the telecommunications provider.

(Ord. 2008-21 § 4, 2008).

(Ord. No. 2010-2, § III, 2-18-2010)

4.05.030 - Establishment of an advisory committee to develop a plan to enhance or improve telephone system for reporting emergency.

1. The board hereby creates an advisory committee called the "9-1-1 surcharge advisory committee" to develop a plan to enhance or improve the telephone system for reporting an emergency in Carson City and to oversee any money allocated for that purpose. The advisory committee shall be comprised of a minimum of five (5) members and a maximum of seven (7) members.
    a. Members will serve without compensation.
    b. A member appointed to the committee must:
        (1) Be a resident of Carson City;
        (2) Possess knowledge concerning telephone systems for reporting emergencies; and
        (3) Not be an elected public officer.
    c. As Carson City has a population of less than one hundred thousand (100,000), at least one member of the committee must be a representative of an incumbent local exchange carrier which provides service to persons in Carson City.
2. Members will be selected at large by the board at its discretion.
3. The board must appoint members for a term of two (2) years. In order to stagger the terms, the board must set the appointed members' terms to provide for terms of three of the appointed members to end in odd numbered years. A member may be reappointed to subsequent terms of two years. Any vacancy occurring during a member's term will be filled by the board. A person appointed to fill a vacancy occurring during a term must serve out the unexpired term of the member replaced.

(Ord. 2008-21 § 5, 2008).

(Ord. No. 2010-2, § IV, 2-18-2010; Ord. No. 2014-1, § I, 1-16-2014)

4.05.040 - Chairman, election and duties.

1. The committee must elect from its membership a chairman and vice-chairman.
2. The chairman will preside at meetings and be the signatory of any correspondence necessitated by operation of the committee.
3. The vice-chairman will carry out the duties of the chairman in his/her absence.

(Ord. 2008-21 § 6, 2008).

4.05.050 - Rules, regulations and bylaws.

The committee may adopt rules, regulations and/or bylaws regarding its meetings and procedures.

(Ord. 2008-21 § 7, 2008).

4.05.060 - Quorum.

A majority of members of the advisory committee will constitute a quorum. The approval of a majority of all members present to vote is necessary on any action the committee desires to take.

(Ord. 2008-21 § 8, 2008).

(Ord. No. 2014-1, § II, 1-16-2014)

4.05.070 - Meetings.

The committee must hold a public meeting not less than quarterly. Any member of the committee may request a meeting of the committee for special purposes. Such requests shall be made to the chairman, or in his absence, the vice-chairman. Notice of the meetings and the conduct of the meetings of the committee, including the taking of minutes and their transcription and retention, must comply with the provisions of chapter 241 of NRS, Nevada Open Meeting Law.

(Ord. 2008-21 § 9, 2008).

4.05.080 - Imposition of telephone surcharge.

1. For the duration of the imposition of the surcharges, the Board of Supervisors shall, at least annually, review and if necessary, update the master plan.
2. The board imposes surcharges for the enhancement of the telephone system for reporting an emergency in Carson City on:
   (a) Each access line or trunk line of each customer to the local exchange of any telecommunications provider providing those lines in Carson City; and
   (b) The mobile telephone service provided to each customer of that service whose place of primary use is in Carson City.
3. The surcharge on access lines to the local exchange of a telecommunications provider is twenty-five cents ($0.25) per month per line.
4. The surcharge on trunk lines to the local exchange of a telecommunications provider is two dollars and fifty cents ($2.50) per month per line.
5. The surcharge for each telephone number assigned to a customer by a supplier of mobile telephone service is twenty-five cents ($0.25) per month per telephone number.
6. A telecommunications provider that provides access lines or trunk lines in Carson City and a supplier that provides mobile telephone service to customers in Carson City must collect the surcharge from its customers each month. Except as otherwise provided in NRS 244A.7647, each telecommunications provider and supplier must remit the surcharge it collects to the treasurer of the county in which the surcharge is imposed not later than the 15th day of the month after the month it receives payment of the surcharge from its customers. In accordance with NRS 244A.7647, a telecommunications provider or supplier which collects the surcharge imposed pursuant to this section is entitled to retain an amount of the surcharge collected which is equal to the cost to collect the surcharge.
7. The committee or city manager may adopt procedures as necessary to effectuate the provisions of this section.

(Ord. 2008-21 § 10, 2008).

(Ord. No. 2010-2, § V, 2-18-2010)

4.05.090 - Creation of special revenue fund; use of money in fund.

1. The board hereby creates a special revenue fund for the deposit of any money collected pursuant to NRS 244A.7643 and CCMC 4.05.080. The money in the fund must be used only for the following purposes:
   (a) To enhance the telephone system for reporting an emergency including only:
      (1) Paying recurring and nonrecurring charges for telecommunication services necessary for the operation of the enhanced telephone system;
      (2) Paying costs for personnel and training associated with the routine maintenance and updating of the database for the system;
      (3) Purchasing, leasing or renting the equipment and software necessary to operate the enhanced telephone system, including, without limitation, equipment and software that identify the number or location from which a call is made; and
      (4) Paying costs associated with any maintenance, upgrade and replacement of equipment and software necessary for the operation of the enhanced telephone system.
2. If the balance in the fund created pursuant to subsection 1 of this section which has not been committed for expenditure exceeds $1,000,000 at the end of any fiscal year, the board must reduce the amount of the surcharge imposed during the next fiscal year by the amount necessary to ensure that the unencumbered balance in the fund at the end of the next fiscal year does not exceed $1,000,000.

(Ord. 2008-21 § 11, 2008).

(Ord. No. 2010-2, § VI, 2-18-2010)

4.05.100 - Penalty for failure to remit surcharges

Any telecommunications provider or mobile telephone service supplier that fails to remit surcharges due within 90 days after the date on which the telecommunications provider or supplier must otherwise remit the surcharges to the county treasurer will be subject to a penalty of 5% of the cumulative amount of surcharges owed by the telecommunications provider or supplier.

(Ord. 2008-21 § 12, 2008).

4.05.110 - Dispute of amount of surcharge or designation of place of primary use by customer of supplier of mobile telephone service: Notice by customer; review by supplier; refund, credit or explanation.

1. If a customer of a supplier of mobile telephone service believes that the amount of a surcharge imposed pursuant to NRS 244A.7643 or the designation of a place of primary use is incorrect, the customer may notify the supplier of mobile telephone service in writing of the alleged error. The notice must include:
   (a) The street address for the place of primary use of the customer;
   (b) The account number and name shown on the billing statement of the account for which the customer alleges the error;
   (c) A description of the alleged error; and

(d) Any other information which the supplier of mobile telephone service may reasonably require to investigate the alleged error.

2. Within 60 days after receiving a notice sent pursuant to subsection 1, the supplier of mobile telephone service shall review the records that the supplier of mobile telephone service uses to determine the place of primary use of its customers.

3. If the review indicates:

   (a) That the alleged error exists, the supplier of mobile telephone service shall correct the error and refund or credit the customer for the amount which was erroneously collected for the applicable period, not to exceed the 24 months immediately preceding the date on which the customer notified the supplier of mobile telephone service of the alleged error.

   (b) That no error exists, the supplier of mobile service shall provide a written explanation to the customer who alleged the error.

4. A customer may not bring a cause of action against a supplier of mobile telephone service for surcharges incorrectly imposed pursuant to NRS 244A.7643 unless he first complies with this section.

(Ord. No. 2010-2, § VII, 2-18-2010)

NRS 244A.7645 Establishment of advisory committee to develop plan to enhance or improve telephone system; creation of special revenue fund; use of money in fund.

1. If a surcharge is imposed pursuant to NRS 244A.7643 in a county whose population is 100,000 or more but less than 700,000, the board of county commissioners of that county shall establish by ordinance an advisory committee to develop a plan to enhance the telephone system for reporting an emergency in that county and to oversee any money allocated for that purpose. The advisory committee must consist of not less than five members who:

(a) Are residents of the county;

(b) Possess knowledge concerning telephone systems for reporting emergencies; and

(c) Are not elected public officers.

2. If a surcharge is imposed pursuant to NRS 244A.7643 in a county whose population is less than 100,000, the board of county commissioners of that county shall establish by ordinance an advisory committee to develop a plan to enhance or improve the telephone system for reporting an emergency in that county and to oversee any money allocated for that purpose. The advisory committee must:

(a) Consist of not less than five members who:

(1) Are residents of the county;

(2) Possess knowledge concerning telephone systems for reporting emergencies; and

(3) Are not elected public officers; and

(b) Include a representative of an incumbent local exchange carrier which provides service to persons in that county. As used in this paragraph, "incumbent local exchange carrier" has the meaning ascribed to it in 47 U.S.C. § 251(h)(1), as that section existed on October 1, 1999, and includes a local exchange carrier that is treated as an incumbent local exchange carrier pursuant to that section.

3. If a surcharge is imposed in a county pursuant to NRS 244A.7643, the board of county commissioners of that county shall create a special revenue fund of the county for the deposit of the money collected pursuant to NRS 244A.7643. The money in the fund must be used only:

(a) In a county whose population is 45,000 or more but less than 700,000, to enhance the telephone system for reporting an emergency, including only:

(1) Paying recurring and nonrecurring charges for telecommunication services necessary for the operation of the enhanced telephone system;

(2) Paying costs for personnel and training associated with the routine maintenance and updating of the database for the system;

(3) Purchasing, leasing or renting the equipment and software necessary to operate the enhanced telephone system, including, without limitation, equipment and software that identify the number or location from which a call is made; and

(4) Paying costs associated with any maintenance, upgrade and replacement of equipment and software necessary for the operation of the enhanced telephone system.

(b) In a county whose population is less than 45,000, to improve the telephone system for reporting an emergency in the county.

4. If the balance in the fund created in a county whose population is 45,000 or more but less than 700,000 pursuant to subsection 3 which has not been committed for expenditure exceeds $1,000,000 at the end of any fiscal year, the board of county commissioners shall reduce the amount of the surcharge imposed during the next fiscal year by the amount necessary to ensure that the unencumbered balance in the fund at the end of the next fiscal year does not exceed $1,000,000.

5. If the balance in the fund created in a county whose population is less than 45,000 pursuant to subsection 3 which has not been committed for expenditure exceeds $500,000 at the end of any fiscal year, the board of county commissioners shall reduce the amount of the surcharge imposed during the next fiscal year by the amount necessary to ensure that the unencumbered balance in the fund at the end of the next fiscal year does not exceed $500,000.

(Added to NRS by 1995, 1056; A 1999, 1686; 2001, 621, 2125; 2007, 561; 2009, 641; 2011, 1124)

Agenda Item No: 15.C

STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** January 5, 2023

Staff Contact: Nancy Paulson, City Manager

Agenda Title: For Possible Action: Discussion and possible action regarding the appointment of up to four members to the Carson City Cultural Commission, which may include one member for a partial term that will expire in January 2024, one member for a partial term that will expire in January 2025 and two members for terms that will expire in January 2026. (Nancy Paulson, npaulson@carson.org)

Staff Summary: Chapter 2.41 of the Carson City Municipal Code ("CCMC") provides for the creation and organization of a seven-member Cultural Commission. CCMC 2.41.040 requires that the terms of the seven members be staggered. There are two vacancies due to expirations of terms and one vacancy due to resignation. In addition, the Board of Supervisors ("Board") appointed former Supervisor Stan Jones for a term that will expire in January 2024 and Supervisor Jones will not be continuing with this appointment since his term as Supervisor has expired. New applications have been submitted by Samuel Flakus, Baylee Spear, Kylie Howard, Valerie Moore, Deborah Lambin and Michael Smith. The Board may appoint four members to the Cultural Commission, or three members if the Board appoints a member of the Board to the Cultural Commission.

Agenda Action: Formal Action / Motion **Time Requested:** 1.5 hour

---

Proposed Motion
Depends on appointments of Board members.

I move to appoint:

_____ for a partial term that expires in January 2024;
_____ for a partial term that expires in January 2025;
_____ & _____ for terms that expires in January 2026.

Board's Strategic Goal
Quality of Life

Previous Action
N/A

Background/Issues & Analysis

Applicable Statute, Code, Policy, Rule or Regulation
CCMC 2.41.040

Financial Information
Is there a fiscal impact? No

If yes, account name/number:

Is it currently budgeted?

Explanation of Fiscal Impact:

Alternatives
Re-open the positions for additional applicants and/or provide alternative direction to staff.

Attachments:
Cultural Commision Packet.pdf

Board Action Taken:

Motion: _____	1) _____	Aye/Nay
	2) _____	_____
		_____
		_____
		_____
		_____

_____
(Vote Recorded By)

Carson City, NV

Cultural Commission

Board Details

Carson City Cultural Commission will act as the primary advisory body for the Carson City Board of Supervisors for matters relating to arts and culture and will serve as the coordinator and catalyst bringing government, the arts and cultural community and public together for the cultural benefit of all Carson City's citizens.

Overview

Size 7 Seats

Term Length 3 Years

Term Limit N/A

Additional

Meetings

•5:30 p.m. •Bimonthly on the 2nd Monday of January, March, May, July, September and November •Community Center, Robert "Bob" Crowell Board Room 851 East William Street, Carson City, Nevada

Powers & Duties

1.Advising the Board of Supervisors on matters pertaining to the city's arts and cultural programming. 2.Fostering public and private partnerships for providing arts and cultural programs for the citizens of Carson City, without directly engaging in program management deemed in competition with existing constituent organization programming. 3.Promoting access and awareness for the public to the highest quality arts opportunities possible. 4.Promoting an environment that supports the work and advancement of artists and arts groups and celebrate the city for its ethnic diversity, creativity and its leadership in arts and culture. 5.Making recommendations to the board of supervisors regarding grants-in-aid to individual and group of artists, cultural groups and arts organizations. 6.Encouraging the provision of cultural and artistic facilities and features in public and commercial construction. 7.Facilitating and promoting the establishment of an Art in Public places policy that supports the installation of publicly significant art installations, and encourage the inclusion of public art components in private development. 8.Helping to identify and designate cultural districts, neighborhoods and landmarks throughout the city. 9.Promoting a cultural environment that stimulates economic development, cultural tourism and enhanced public participation. 10.Promoting greater arts education in the schools and through programs accessible to the public.

Additional Information

Chapter_2.41___CARSON_CITY_CULTURAL_COMMISSION.pdf

Carson City, NV

Cultural Commission

Board Roster

Karen Abowd

3rd Term Feb 18, 2021 - Jan 01, 2023

Position Citizen at Large

Barbara M D'anneo

3rd Term Feb 18, 2021 - Jan 01, 2024

Position Citizen at Large

Bethany Drysdale

1st Term Jan 06, 2022 - Jan 01, 2025

Position Citizen at Large

Stan Jones

1st Term Jan 07, 2021 - Jan 01, 2023

Position Board of Supervisors

Christopher I Leyva

2nd Term Feb 18, 2021 - Jan 01, 2023

Position Citizen at Large

Susan Mowers

1st Term Jan 06, 2022 - Jan 01, 2025

Position Citizen at Large

Vacancy

Profile

Samuel (First Name) | J (Middle Initial) | Flakus (Last Name)

sjflakus@yahoo.com
Email Address

551 Thompson Street
Street Address

Suite or Apt

Carson City
City

NV
State

89703
Postal Code

Mobile: (805) 455-3143
Primary Phone

Alternate Phone

Which Boards would you like to apply for?

Cultural Commission: Submitted

Question applies to multiple boards

Why would you like to serve on this Board/Committee/Commission?

I am a local artist who specializes in local subjects, but I would like to further extend my artistic ability in a leadership role. There are many underutilized infrastructural parts that make a city work, and I would like to use those otherwise mundane things to help tell Carson City's story.

Question applies to multiple boards

Are you currently a registered voter in Carson City?

(•) Yes ( ) No

Question applies to multiple boards

Are you currently a member on any other Carson City Board, Committee or Commission?

( ) Yes (•) No

Question applies to multiple boards

If yes, please list:

Question applies to multiple boards

Term expiration:

Conflict of Interest

Question applies to multiple boards

Within the past twelve (12) months, have you been employed by Carson City (including as an elected official)?

◉ Yes ○ No

Question applies to multiple boards

Do you currently have a contract with Carson City for services/good?

○ Yes ◉ No

Question applies to multiple boards

If yes, please provide contract details:

Question applies to multiple boards

Have you been convicted of a felony, domestic violence or gross misdemeanor involving moral turpitude (conduct contrary to community standards of justice, honesty and good morals)?

○ Yes ◉ No

Education

College, Professional, Vocational or Other Schools attended:

Douglas High School, Western Nevada College

Major Subject:

Economics, Manufacturing (Machining)

Degree Conferred:

High School Diploma

Briefly describe the qualifications you possess which you feel would be an asset to this Board/Committee/Commission:

Over the past few years I have been involved in various arts projects that are most certainly considered public art. Most recently I finished my mural on the Bank Saloon's transformer near the corner of 5th and S. Carson Streets. This was an effort to transform existing utilitarian infrastructure into an art piece, using leftover restoration paint from the Nevada State Railroad Museum to commemorate the 150th birthday of the V&T. Currently I am finishing a large dragon in copper leaf in the former Golden Dragon restaurant, soon to be CarpetOne, on N. Carson St.

List the community organizations in which you have participated and describe participation:

Downtown 20/20, a 501(c)3 non profit organization- Active participant from 2014 to 2018; advocated for walkable and bike-friendly downtown, parking garages, and light rail system. Also designed a proposed gateway arch to be placed on Carson Street at 5th St. and Williams St., which was later proposed by the group to be placed at what is now the roundabout at Stewart and Carson Streets before the proposal was dropped. Nevada State Railroad Museum- Have volunteered on the Steam and Motorcar crews continuously since 2009, and also spend a good amount of time studying old maps, records and photographs of the V&T and other area railroads and related points of interest in cooperation with my colleagues who serve as staff and volunteers. Carson Street Green Dining District- Formed by Donna Walden of GreenUP!, a 501(c)3 non-profit, I served as a contractor to help recruit local restaurants for the program and also to serve as its liaison while representing it at STEM Night at Empire Elementary in 2018. I was also tasked with designing its logo, which can be seen on the plaques on display in participating restaurants. Carson City Historical Society, a 501(c)3 non profit- I was involved with the 2019-2020 effort to photograph, document, and find a new home for the 1874 2nd Empire-style house that formed the heart of the Cafe at Adele's restaurant. During this time I designed and drew the poster that was circulated by the Historical Society in order to bring attention to the preservation campaign. When the amount of time given to us by the demolition contractor elapsed, I took advantage of the time that was left to study the building through sketches, pictures, and videos in order to preserve the story of this irreplaceable artifact before it was obliterated. I am currently employed with Carson City Public Works' Water Department maintaining fire hydrants and helping with well/booster/tank cleanup. I have taken the opportunity painting fire hydrants to do an extra good job that shows that the City takes care of its infrastructure. While the Fire Department won't quite let me pick the color, I've been polishing up the bronze components and sometimes highlighting the raised lettering in black as a complement to their shiny trucks. It's subtle, but it's an expression of civic pride.

List your affiliation with professional or technical societies: *if required for the position.

Upload a Resume

Declaration to Accept Terms & Conditions

I understand that my submitted application is considered public information. I understand the Board of Supervisors may require a pre-appointment background check for any position if deemed warranted.

I hereby declare that all statements given by me on this form are truthful and complete to the best of my knowledge.

I have read and understand the Carson City's Boards, Committees and Commissions Policies and Procedures.

☑ I Agree *

SAMUEL J. FLAKUS

551 Thompson Street, Carson City NV |
805.455.3143| sjflakus@yahoo.com

SKILLS & ABILITIES

-Manual and CNC Lathe and Milling

-Computer Aided Drafting: BobCAD and SolidWorks proficient

-Computer Aided Machining: BobCAM and Predator proficient

-Fabrication

-Drafting

-Manufacturing experience and quality control

-Multimedia Design

EXPERIENCE

05.2020-08.2022 Concept Development & Design Creation, *Nevada Builders Alliance-Independent Contractor*

-Developed and executed hand-painted graphic for The Bank Saloon

05.2013-06.2018 CNC Machinist, *Concept Automation Systems*

-Prototype and production machining for custom automated assembly line equipment; assisted with assembly of finished machines and fabrication

11.2012-05.2013 CNC Operator, *Vineburg Machining Company*

-Lathe and mill operator

01.2009-12.2010 Masonry, *Rafter C LLC.*

-Veneer masonry for fireplace and sidewalk installation; general purpose construction

EDUCATION

2009-2011 Machine Tool Technology, Carson City-NV, *Western Nevada College*

Profile

Baylee (First Name) M (Middle Initial) Spear (Last Name)

b.spear0329@gmail.com (Email Address)

1321 East 5th street (Street Address) (Suite or Apt)

Carson City (City) NV (State) 89701 (Postal Code)

(Primary Phone) (Alternate Phone)

Which Boards would you like to apply for?

Cultural Commission: Submitted

Question applies to multiple boards

Why would you like to serve on this Board/Committee/Commission?

As an artist in Carson city, I'm looking to serve on this commission to help better Carson city's growing cultural scene. I want to bring my experience as a queer woman to the table and be able to aid in the making of decisions that are important to me. I would also like to assist in bringing more LGBTQ culture to Carson city and make Carson city a safer place to exist as a queer person. I also want to be a part of the action and think that this is a beautiful opportunity for me to see the inner workings of Carson City behind the scenes.

Question applies to multiple boards

Are you currently a registered voter in Carson City?

(•) Yes ( ) No

Question applies to multiple boards

Are you currently a member on any other Carson City Board, Committee or Commission?

( ) Yes (•) No

Question applies to multiple boards

If yes, please list:

Question applies to multiple boards

Term expiration:

Conflict of Interest

Question applies to multiple boards

Within the past twelve (12) months, have you been employed by Carson City (including as an elected official)?

○ Yes ◉ No

Question applies to multiple boards

Do you currently have a contract with Carson City for services/good?

○ Yes ◉ No

Question applies to multiple boards

If yes, please provide contract details:

Question applies to multiple boards

Have you been convicted of a felony, domestic violence or gross misdemeanor involving moral turpitude (conduct contrary to community standards of justice, honesty and good morals)?

○ Yes ◉ No

Education

College, Professional, Vocational or Other Schools attended:

Western Nevada College-Associate of arts, currently in progress. I graduate in the spring of 2023 Then I will be transferring to UNR- with a focus on Gender, Race, and Identity studies.

Major Subject:

Gender, Race, and Identity

Degree Conferred:

Briefly describe the qualifications you possess which you feel would be an asset to this Board/Committee/Commission:

I have experience organizing events and helping with event setup I will bring a fresh perspective to the commission I have experience with organizing community outreach events I love to possess knowledge, so if I don't know enough about the topic, I will seek out resources to become better informed.

List the community organizations in which you have participated and describe participation:

Wildhorse productions- I am on their board of directors currently and work closely to ensure that kids of all ages and from all backgrounds have quality access to the arts; with arts programs being the first to be cut from schools, I think now more than ever this is vital to our community.

List your affiliation with professional or technical societies: *if required for the position.

Upload a Resume

Declaration to Accept Terms & Conditions

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I have read and understand the Carson City's Boards, Committees and Commissions Policies and Procedures.

☑ I Agree *

Baylee Spear

1321 East 5th Street
Carson City, NV 89701
(775) 309-7708
b.spear0329@gmail.com

EXPERIENCE

Wildhorse Productions, Carson City NV — *Board Of directors*

June 2022 - PRESENT

I currently am on the Board of directors for Wildhorse productions working on community outreach, and assisting with the production of children and adult theater productions.

Wildhorse Productions, Carson City NV— *Performer*

2006- Present

I have been a performer with Wildhorse productions since I was three years old; I have been in over 22 shows with them. Including traveling with them on their competition team to the Junior Theater Festival.

EDUCATION

Western Nevada College, Carson City NV— *Associate of Arts degree*

Aug 2021 - Present

I am currently enrolled as a student at WNC; I'm getting an associate of arts degree, which I will then use to transfer to UNR next fall, where I will be majoring in Gender, Race, and Identity..

Douglas High School, Minden NV — *Highschool Diploma*

Aug 2017 - May 2021

I went to Douglas high school. During my time there, I was president of the art club, Captain of the Colorguard team, and I involved myself in various clubs and organizations to get a broad view of the world around me.

AWARDS

Scholastic art award, I won a gold Key on the regional level for my work in 3-D sculptural art.

Spirit of Wildhorse, This award is given to those who uphold the principles of Wildhorsese.

An outstanding achievement, this award is given to those who served the Douglas high school music department outstandingly

Profile

Kylie
First Name

Middle Initial

Howard
Last Name

howard.kyliem@gmail.com
Email Address

1014 East 5th Street
Street Address

#1
Suite or Apt

Carson City
City

NV
State

89701
Postal Code

Home: (801) 368-6108
Primary Phone

Alternate Phone

Which Boards would you like to apply for?

Cultural Commission: Submitted

Question applies to multiple boards

Why would you like to serve on this Board/Committee/Commission?

With a background in bassoon performance at the University of Utah, I am passionate about bringing quality music experiences to more people. Having worked for Utah Cultural Alliance for the past 4 years, I have learned there are numerous ways to bring music to people and one of them is through robust arts management and community engagement. I believe that my training as a musician, my experience working for the Utah Cultural Alliance, and as a current student in the online Masters of Arts program at Southern Utah University uniquely qualify me to serve on the Cultural Commission Board. Working at an industry association has given me a unique insight into the needs of cultural entities and the opportunity to develop skills in data collection, advocacy, and public policy that I wouldn't have otherwise obtained working for a traditional arts organization (nonprofit or for-profit). These skills combined with my scholarly work in the Master of Arts Administration program at SUU make me not only a unique candidate to facilitate arts & cultural activity creatively at a city level but to do so with mindfulness for the existing organizations (nonprofit and for-profit) currently comprising the cultural makeup of the Carson City area. I have also received formal training from the Utah Division of Arts and Museums through their Breaking Barriers program on accessibility and participate within my own organization as the accessibility coordinator. My experience advocating for cultural business and my knowledge of arts administration best practices will benefit Carson City as I bring a combined and diverse skill set to the cultural commission.

Question applies to multiple boards

Are you currently a registered voter in Carson City?

◉ Yes ○ No

Question applies to multiple boards

Are you currently a member on any other Carson City Board, Committee or Commission?

○ Yes ◉ No

Question applies to multiple boards

If yes, please list:

Question applies to multiple boards

Term expiration:

Conflict of Interest

Question applies to multiple boards

Within the past twelve (12) months, have you been employed by Carson City (including as an elected official)?

○ Yes ◉ No

Question applies to multiple boards

Do you currently have a contract with Carson City for services/good?

○ Yes ◉ No

Question applies to multiple boards

If yes, please provide contract details:

Question applies to multiple boards

Have you been convicted of a felony, domestic violence or gross misdemeanor involving moral turpitude (conduct contrary to community standards of justice, honesty and good morals)?

○ Yes ◉ No

Education

College, Professional, Vocational or Other Schools attended:

Southern Utah University - Masters of Arts Administration 2021 - Current University of Utah - Bachelor of Music - Instrumental Performance 2014-2018

Major Subject:

Instrumental Performance Arts Administration

Degree Conferred:

2018

Briefly describe the qualifications you possess which you feel would be an asset to this Board/Committee/Commission:

I have multiple years of experience working with cultural nonprofit in a variety of capacities (6 entities in the past 4 years), a degree in music performance that allows me to engage as a professional amatuer musician in the area, and I'm obtaining a masters in arts management. I also currently work as a PIO for the NV Governor's Office of Federal Assistance. These combined opportunities have given me a diverse set of skills that I believe would lend well to serving on the cultural commission.

List the community organizations in which you have participated and describe participation:

Carson City Symphony - musician Toccata Orchestra - musician Wasatch Wind Ensemble - musician and board member University of Utah College of Fine arts - alumni advisory board member Intermezzo Inc. - grant writer intern Salty Cricket Composers Collective - administrative intern, box office manager, site coordinator Drum Corps International - education programs intern Battalion Drum and Bugle Corps - educator, student leadership manager, assistant program coordinator Sinfonia Salt Lake - communications manager

List your affiliation with professional or technical societies: *if required for the position.

Upload a Resume

Declaration to Accept Terms & Conditions

I understand that my submitted application is considered public information. I understand the Board of Supervisors may require a pre-appointment background check for any position if deemed warranted.

I hereby declare that all statements given by me on this form are truthful and complete to the best of my knowledge.

I have read and understand the Carson City's Boards, Committees and Commissions Policies and Procedures.

☑ I Agree *

1014 E Fifth Street #1
Carson City, NV. 89701

Kylie Howard

801.368.6108
Howard.kyliem@gmail.com
www.linkedin.com/in/howardkyliem

Education

Master of Arts Administration | Southern Utah University — September 2021 - Present

Bachelor of Music | University of Utah — May 2018

Experience

Executive Grants Analyst – Communications (PIO) | NV Governor's Office of Federal Assistance — September 2022 - Present

- Responsible for all office communications with public, including press releases, social media management, website content, etc.
- Working with team to develop training regarding federal grant applications.
- Worked with team to strategic plan and develop new mission, vision, and brand statements.
- Creating Marketing Strategic Plan.

Director of Operations | Utah Arts and Cultural Coalition & Utah Cultural Alliance — May 2019 - September 2022

- Responsible for the programs, content and coordination of NowPlayingUtah.com. Duties include planning, organizing, staffing, management of interns, implementing, supervising, and evaluating program activities.
  - Grew ticket checkout initiation by 10.4% in first year.
  - Grew unique users by 35% in first year.
- Responsible for sales of advertising, product, and membership fundraising for NowPlayingUtah.com and Utah Cultural Alliance.
  - Grew membership fundraising revenue stream by 113% 2019 - 2021.
  - Grew sale of product revenue stream by 18% 2020 - 2021.
- Managed the Impact data program including research and publication of the State of Utah Culture Report, managing contracts for the Economic Impact Report and Audience Intent to Return Study, and oversee research direction for future reports and studies.

Ensemble Specialist | Battalion Drum and Bugle Corps — November 2018 - May 2020

- Advised program director on student (aged 14-22) leadership program and musical elements of season production
- Mentored drum majors (student leaders) to program and facilitated an annual weekend leadership camp.
- Coached student leaders throughout the seasons to develop leadership skills.

Site Coordinator | Salty Cricket Composers Collective — August 2018 - May 2019

- Oversaw the safety of 60 k-8 students coming to, during, and leaving an afterschool music program. Approximately 17 hours a week.
- Communicated daily with Wallace Stegner Academy administration, faculty, students and parents to ensure program success. Including coordinating space for classes, rehearsals, and performances.
- Created policies to help students stay engaged in the program, and where needed, created modified behavior plans.

Programs Coordinator | Utah Cultural Alliance — May 2018 - May 2019

- Managed social media accounts and lead social media strategy, including content development.
- Developed direct mail marketing strategies, including the bimonthly newsletter sent to 10,000 homes.
- Researched and published the annual 2018 *State of Utah Culture Report*.

Education Project Management Intern | Drum Corps International — May 2018 - August 2018

- Managed 500 participating middle school students' registration.
- Communicated important event information with large groups of students, parents, and educators.
- Corresponded with event team for event logistics, including arranging equipment and catering.

Administration Intern | Salty Cricket Composers Collective — Dec. 2017 - May 2018

- Ran the ticket box office for concerts.
- Assisted in reporting on the success of the El-Sistema Student Program.
- Developed relationships with local businesses for in-kind donations to a gala event.

Emerging Leaders Intern | University of Utah (U of U) College of Fine Arts — Dec. 2016 - May 2018

- Worked with a team to organize workshops that developed student's professional skills such as networking, interviewing, and money management.
- Invited local professionals to attend a student-professional networking event.
- Wrote articles on professional development topics for the associated internal webpage.

Leadership & Service

Advisory Board Member | University of Utah Fine Art Alumni Ambassador — September 2020 - May 2022

- Assisted in the University of Utah College of Fine Arts giving day promotions.

Board Member | The Utah Wind Symphony — January 2020 - December 2020

- Volunteered time in organizational functions such as researching new ticket systems, running front of house, managing personal disputes.

Drum Major | The Battalion Drum and Bugle Corps — Jan. 2016 - July 2017

- Facilitated a 26-member student leadership team that oversaw a 150-student member program.

Profile

Deborah (First Name) | A (Middle Initial) | Lambin (Last Name)

deborah.lambin@gmail.com (Email Address)

1501 BOLERO DRIVE (Street Address) | (Suite or Apt)

CARSON CITY (City) | NV (State) | 89703 (Postal Code)

(Primary Phone) | (Alternate Phone)

Which Boards would you like to apply for?

Cultural Commission: Submitted

Question applies to multiple boards

Why would you like to serve on this Board/Committee/Commission?

I am very involved in the arts and educating youth in the arts and learning to find funding to advance their education. I feel that I could add much on this committee and would enjoy helping the members and our city.

Question applies to multiple boards

Are you currently a registered voter in Carson City?

(•) Yes ( ) No

Question applies to multiple boards

Are you currently a member on any other Carson City Board, Committee or Commission?

( ) Yes (•) No

Question applies to multiple boards

If yes, please list:

Question applies to multiple boards

Term expiration:

Conflict of Interest

Question applies to multiple boards

Within the past twelve (12) months, have you been employed by Carson City (including as an elected official)?

○ Yes ◉ No

Question applies to multiple boards

Do you currently have a contract with Carson City for services/good?

○ Yes ◉ No

Question applies to multiple boards

If yes, please provide contract details:

Question applies to multiple boards

Have you been convicted of a felony, domestic violence or gross misdemeanor involving moral turpitude (conduct contrary to community standards of justice, honesty and good morals)?

○ Yes ◉ No

Education

College, Professional, Vocational or Other Schools attended:

COLLEGE OF DUPAGE, GLEN ELLYN, IL NORTH CENTRAL COLLEGE, NAPPERVILLE, IL GEORGE WILLIAMS COLLEGE, LOMBARD, IL DALE CARNEGIE, LOS ANGELES, CA SOCIAL MEDIA ACADEMY CENTER FOR CREATIVE AGING WESTERN NEVADA COLLEGE, CARSON CITY, NV

Major Subject:

ART, MARKETING, PUBLIC RELATIONS, ENTREPRENAUR

Degree Conferred:

A.A. - ARTS AND MARKETING A.A.S. - GIS AND GRAPHIC ARTS / COMMUNICATIONS A.S. - BUSINESS MARKETING B.A. - MARKETING AND COMMUNICATIONS M.A. - ART

Briefly describe the qualifications you possess which you feel would be an asset to this Board/Committee/Commission:

I have a vast background in my career as a computer analyst, programmer for large companies in the Chicago, Los Angeles areas as well as owning our own insurance company in Minden, NV since 1997. I wore many hats as any business owner does to operate their business. I believe that with my background, I absolutely can provide so much to this board. I have experience in many areas from writing websites to marketing, AP/AR and more. I just feel that I would add and be an asset to this board, committee, and commission.

List the community organizations in which you have participated and describe participation:

Nevada Artists Association, Carson City, Marketing Director Girl Scouts of the Sierra Nevada, marketing and membership Boy Scouts of America, counselor, grants and scholarship instructor UNR 4-H, leader, guidance leader American Lung Association, community education ComputerCorps, Community Leadership, grant writing The Eddy House, Reno - fundraising, education Our Place, Reno - fundraising and education ArrowCreek Artist Guild / Community Services, Reno - fundraising, service to the under served Western Nevada College Foundation, fundraising through my art and more

List your affiliation with professional or technical societies: *if required for the position.

Noble Desktop - computer education lynda.com - education Adobe - education

Upload a Resume

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☑ I Agree *

Deborah Lambin *is a working artist with over 40 years working in many art mediums from watercolor, printmaking, and sculpture. The journey has been incredible and such a learning process as well. She loves pushing the envelope and always being adventurous by trying new things.*



Currently, working with paper such as books and magazines, she has become a paper sculptor, turning the unwanted into treasures.

Finding a love of books and its pages from within, she took the book Black Beauty, carefully removing pages from the book and created a horse, leaping out of the spine. Or take the series "Harry Potter", she will stack the books on top of one another and the final being open with the scene of the bank. A dragon, made from the pages sits on top guarding all the books and the stories told. Debbie works with her daughter Rachael creating these unique sculptures calling their "one of a kind" works of art, ***MyThousandWords, book sculptures.***

She has a great desire to create and make all that see her art stop and imagine the story coming to life! Her art has been recognized in several local and national media outlets as a unique and creative work of art. Over the past 8 years, Deborah and her daughter Rachael, partner of My Thousand Words Book Sculptures, have driven and created these works of art. In 2019, both were commissioned to design and create the Artown publicity poster, depicting the art found during the month long event. She has been featured on PBS show ArtEffects and many more.

Deborah's background is in marketing/communications and graphic arts also teaching art workshops all over the world from transatlantic crossings on the QE2, company retreats, colleges, communities and more. Working with the Nevada Art Council BRX (Basin Range Exchange) has allowed her to begin her journey teaching art throughout the state of Nevada, as well as displaying in exhibits. She can be found on ***www.LambinArts.com*** *for her works, workshops and more. Artwork found on* ***www.MyThousandWords.com*** *Proud to have started NVArtStops along with Julie Okabayashi and husband David as a way of sharing her love of art by continuously teaching several art mediums such as painting, printmaking, sculpturing and more. She can not wait to get out there and teach anyone and everyone her love of art!*

Deborah and her husband live in Carson City, NV and have been residents of Nevada for over 27 years. They have 3 children, Jeffrey a pastor, Rachael and John-Henry both physicians, 2 grand daughters Abigail and Elaina and 2 lovely pugs Mercedes and Bentley.

DEBORAH / RACHAEL A. LAMBIN

*1501 Bolero Drive * Carson City, NV 89703 * www.LambinArts.com * 775-781-6894 * dlambin@mac.com*

PROFESSIONAL EXPERIENCE

NVArtStops, LLC - 2019 to present (working with Debbie Lambin)
Artist and Creator Partnership created from Nevada Art Council, Las Vegas coordinator to travel Nevada to promote art, its artists to provide education in book arts to communities throughout Nevada and California. Purpose to teach arts to all and help to promote other artists sharing urban to rural and rural to urban.

LambinArts.com - 2014 to present (working with Debbie Lambin - teaching)
Graphic Designer of digital and print media for clients requesting website design, logos, brochures and more. Lambin Arts provides the educational side of book arts, teaching communities and organizations the art of deconstruction, recycling, repurposing and more

The Arrow Magazine - 2017-2020 (writer, photographer, layout)
Publisher, and Creator for northern Nevada magazine containing local stories, advertisements and more. Handled all marketing, sales, researching and writing stories that would appeal to those reading the monthly publication.

MyThousandWords.com - 2014 to present
Artist, creator and partner with daughter Rachael to create "one of a kind" art from books, magazines and more to retell, repurpose and share stories from the pages from within. Handle all marketing, sales and business placing art in galleries, businesses and handling all commission work for the business.

Lambin Flying Eagle - 1997 - 2014
Co owner of a commercial insurance company handling over 35 employees in 7 offices across the country. Handled all marketing, graphics including website building, publications, human resources, trainings, and more.

Douglas County School District - 1999 - 2005 (helped substitute instructor)
Teacher for all grade levels and all subjects in the system, including teaching classes as part of the extra curricular classes from the extension offices from UNR 4H, scouting programs and more.

Western Nevada College / University Nevada Reno TUTOR, ambassador

SERVICE EXPERIENCE

2021 - **Clark County / Las Vegas Book Authors Fair, Clark County Library System, Las Vegas, NV**
2021 - **City of Las Vegas / Clark County, PANDEMIC Exhibit, 5th Street School, Las Vegas, NV**
2021 - **City of Las Vegas, SIZABLE Exhibit, City Hall Rotunda, Las Vegas, NV**
2021 - **City of Henderson / Clark County, PLAY Exhibit, The Wetlands, Henderson, NV**
2021 - **City of Las Vegas / Clark County Parks and Recreation, KIDS CREATE workshop & Exhibit, DocPearson, Las Vegas, NV**
2020 - **Lacy J. Dalton, LETEMRUN non for profit fundraiser, Preserving Wild Horses, Virginia City, NV**
2020 - **City of Reno, SUMMER VIBES Exhibit, Reno, NV**
2020 - **Daughters of the American Revolution, 100 YEAR Celebration, State of Nevada**
2020 - **Sierra Art Foundation, SHARED Exhibit, Sparks, NV**
2017 - present, **Sierra Art Foundation, FUNDRAISER Exhibit, Reno, NV**
2017 - present, **Artown FUNDRAISER , Reno, NV**
2019 - **Artown, Teaching Classes, POSTER Design, Reno NV**
2019 - **Nevada Art Council, BRX (Basin Range Exchange) Teaching, Sharing Art, Nevada**
2019 - present, **Nevada Art Council, BRX NVARTSTOPS project created to tour the state of Nevada**
2017 - **Girl Scouts of America, Sierra Nevada Council, 100 YEAR Celebration, Reno, NV**
2018 - present, **Western Nevada College, FOUNDATION event, Carson City, NV**
2018 - **South Lake Tahoe Library, TEACHING ART, South Lake Tahoe, CA**
2016 - present, **Douglas County Library System, MINDEN, ZEPHYR COVE Workshops, Nevada**
2018 - present, **Discovery Museum, TEACHING ART, Reno, NV**
2019 - **City of Tonopah, TEACHING ART, Tonopah, NV**
2019 - **City of Eureka, TEACHING ART, Eureka, NV**
2019 - **Burning Man Festival, TEACHING / SHARING ART, Black Rock Desert, NV**

2021 - Burning Man Trailblazer 360 project - art instructor, leader

DEBORAH / RACHAEL A. LAMBIN
1501 Bolero Drive * Carson City, NV 89703 * www.LambinArts.com * 775-781-6894 * dlambin@mac.com

PUBLISHED EXHIBITIONS

2021 - **Solo Exhibit, Sierra Arts Foundation, LAMBIN ARTS, Reno, NV**
2021 - Group Exhibit Reno Collective Arts, Reno, NV
2021 - **Solo Exhibit, City of Las Vegas / Clark County, PANDEMIC, 5th Street School, Las Vegas, NV**
2020 - **Solo Exhibit, Sierra Arts Foundation, Lambin Arts, Reno, NV**
2018 - present, **GROUP Exhibit, Artist CoOp Gallery, SEVERAL Exhibits, Reno, NV**
2018 - **SOLO Exhibit, Hinsdale Public Library, Hinsdale, IL**
2018 - present, **SOLO Exhibit, Door County Public Library System, Door County, WI**
2020 - **GROUP Exhibit, Sierra Arts Foundation, The EMERSON Exhibit, Reno, NV**
2017 - present, **SOLO Exhibit, Artsy Fartsy Art Gallery, Carson City, NV**
2017 - present, **SOLO Exhibit, Elegant Avenue, Reno, NV**
2017 - present, **GROUP Exhibit, The Club at ArrowCreek, Reno, NV**
2018 - present, **SOLO Exhibit, Sasse Surgical Group, Reno, NV**
2018 - present, **SOLO Exhibit, University of Nevada Medical School, Reno, NV**
2019 - present, **SOLO Exhibit, Shelby's Book Shop, Minden, NV**
2019 - present, **SOLO Exhibit, GrassRoots books, Reno, NV**
2019 - present, **SOLO Exhibit, Eureka Restoration, Eureka, NV**
2019 - **GROUP Exhibit, Prism Gallery, Minden, NV**
2018 - present, **GROUP Exhibit, Sierra Arts Foundation, Reno, NV**
2019 - present, **SOLO Exhibit, Plumas Bank, Reno, NV**
2019 - Artown, **SOLO Exhibit, 2019 Poster Design, Reno, NV**
2019 - present, **SOLO Exhibit, Mizpah Hotel Safe Gallery, Tonopah, NV**
2019 - present, **SOLO Exhibit, NVArtStops, Washoe Library System, No. Nevada**
2019 - present, **GROUP Exhibit, Benko Art Gallery, South Lake Tahoe, CA**
2019 - present, **SOLO Exhibit, Western Nevada College Library, Carson City, NV**
2019 - present, **SOLO Exhibit, Carson Valley Veterinary Clinic, Minden, NV**
2017 - **SOLO Exhibit, 50th Anniversary, Carson City Public Library, Carson City, NV**
2017-2020 - **SOLO Exhibit, EyeHook Art Gallery, Reno, NV**
2016 -present - **GROUP Exhibit, Nevada Art Museum, Reno, NV**
2016 - **GROUP Exhibit, Mammoth Art council, Mammoth Lakes, CA**
2016 - **SOLO Exhibit, G.J. Rhodes, Reno, NV**
2017 - **SOLO Exhibit, Chateau Montelena, Napa, CA**
2017 - **SOLO Exhibit, Rombauer Winery, Napa, CA**
2017 - **SOLO Exhibit, Castelle de Amorosa Winery, Napa, CA**
2017 - **SOLO Exhibit, Kelham Winery, Napa, CA**
2017 - **SOLO Exhibit, Jodar Winery, Camino, CA**
2015 - **SOLO Exhibit, State of Nevada, Governors Office, Carson City, NV**

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DEBORAH / RACHAEL A. LAMBIN

*1501 Bolero Drive * Carson City, NV 89703 * www.LambinArts.com * 775-781-6894 * dlambin@mac.com*

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Profile

Valerie (First Name) | M (Middle Initial) | Moore (Last Name)

val@sierraarts.org
Email Address

2521 Brookside Way
Street Address

Suite or Apt

Carson City
City

NV
State

89701
Postal Code

Mobile: (775) 737-8980
Primary Phone

Alternate Phone

Which Boards would you like to apply for?

Cultural Commission: Submitted

Question applies to multiple boards

Why would you like to serve on this Board/Committee/Commission?

As a resident of Carson City for 10 years, with children in our public schools, I have seen Carson City make a lot of positive changes for the community and as someone who works for a non-profit arts agency, I think I bring experience to help continue this trend. I feel that I can help expand the arts and culture culture in Carson City through my knowledge of event planning, artist communities in Carson and surrounding areas, and a personal interest in growing Carson for my family.

Question applies to multiple boards

Are you currently a registered voter in Carson City?

- (•) Yes
- ( ) No

Question applies to multiple boards

Are you currently a member on any other Carson City Board, Committee or Commission?

- ( ) Yes
- (•) No

Question applies to multiple boards

If yes, please list:

Question applies to multiple boards

Term expiration:

Conflict of Interest

Question applies to multiple boards

Within the past twelve (12) months, have you been employed by Carson City (including as an elected official)?

○ Yes ◉ No

Question applies to multiple boards

Do you currently have a contract with Carson City for services/good?

○ Yes ◉ No

Question applies to multiple boards

If yes, please provide contract details:

Question applies to multiple boards

Have you been convicted of a felony, domestic violence or gross misdemeanor involving moral turpitude (conduct contrary to community standards of justice, honesty and good morals)?

○ Yes ◉ No

Education

College, Professional, Vocational or Other Schools attended:

Weber State University, Ogden, Utah 1992- 1998 University of Utah, Salt Lake City, Utah, 2002 - 2005

Major Subject:

English

Degree Conferred:

I did not receive a degree

Briefly describe the qualifications you possess which you feel would be an asset to this Board/Committee/Commission:

I have worked several years in event planning for both non-profits and private industry, and I am great at organizing and bringing events together. Also, my experience with the Sierra Arts Foundation has connected me to several different communities in the region that I think would be valuable in helping to grow Carson City's cultural experiences.

List the community organizations in which you have participated and describe participation:

Sierra Arts Foundation - employee in charge of events, artist services, and community relations. Riverwalk Merchant Association, president, executive assistant - committee member and president, involved in hosting city wide events in Reno, such as their monthly wine walk, dine arounds, and Halloween events.

List your affiliation with professional or technical societies: *if required for the position.

Upload a Resume

Declaration to Accept Terms & Conditions

I understand that my submitted application is considered public information. I understand the Board of Supervisors may require a pre-appointment background check for any position if deemed warranted.

I hereby declare that all statements given by me on this form are truthful and complete to the best of my knowledge.

I have read and understand the Carson City's Boards, Committees and Commissions Policies and Procedures.

☑ I Agree *

Valerie Moore

2521 Brookside Way
Carson City, NV 89701
775.737.8980
valerieneish@gmail.com

My goal is to bring a variety of arts and cultural events to the growing Carson City community using my experience in both the private and non-profits sectors of event planning and management.

Employment History:

Sierra Arts Foundation
January 2018- to present
17 S. Virginia Street #120
Reno, NV 89501
(775) 329-2787

Community Relations Manager
Responsibilities include:

- Management of the foundation's office, specifically scheduling and accounting duties.
- Primary coordinator of all fundraising and community involvement events for the gallery. I have coordinated and executed both small scale art sales up to large fundraisers that bring in the majority of our operating income.
- Management of Artists Services which includes relationships with artists and vendors, website integration of artist profiles, management and assistance in providing paying work for artists.
- Technical management of website.
- Marketing promotions through eblasts to our subscribers, and social media.
- Management of Elder Care Concert Series and Healing Arts which brings musicians into elder care facilities and hospitals. This involves scheduling and billing.
- Management of Grants to Artists programs, which provides individual grants to local artists. This program involves going through artist submissions and working with a panel to select the recipients.

Riverwalk Merchant Association
July 2015 to October 2017, November 2018 to May 2019
P.O. Box 1606
Reno, NV 89505
(775) 825-9255

Executive Administrative Assistant
Responsibilities include:

- Management and execution of the association's various events: including the monthly wine walks, bi-annual Dine in the Districts, and the annual Halloween Hollows event in conjunction with the City of Reno.
- Basic office duties and coordinating the efforts of our board with the 60+ members of the association.

Wild River Grille
May 2007- present
17 South Virginia #180
Reno, NV 89501
(775) 284-7455

Inventory Management, May 2018 to present
Responsibilities include:

- Monitoring of inventory pricing, updating suppliers.
- Creation of weekly guides and monthly inventory maintenance.

Group Sales/Administrative Assistant/Bookkeeping, May 2010 to 2018
Responsibilities include:

- Selling, planning, and coordinating all group events consisting of weddings, business dinners, family events, and holiday parties.
- Management of marketing, social media, and other public relation events and material.
- Regular monitoring of inventories and vendor pricing.

General Manager, May 2007 to May 2010
Responsibilities include:

- Managing the restaurant floor, scheduling and supervising of 35+ employees.
- Supervising the bookkeeper, coordinating all monthly reports, making sure that the restaurant ran on budget while steadily increasing sales by 40% over the course of 2 years.

Professional Accomplishments:
Served on the executive board of the Riverwalk Merchant Association for 4 years and managed the Wine Walk, that hosts 1500 people every month. I was also responsible for the implementation of the Wild River Grille's successful Dinner with your Dog program. I am proficient with most office software, as well as, Quickbooks and Adobe inDesign. In March of 2021 I was recognized as a 'Hero in Heels,' which celebrates women in the community that support and lift up it's citizens.

Education:
University of Utah, May 2002-March 2005, English Major Weber State University, September 1992-May 1998 Viewmont High School, graduated 1992

Professional References:
Letters available upon request
Tracey Oliver, executive director, Sierra Arts Foundation, 775-329-2787
Charles Shapiro, owner, Wild River Grille 775-901-1107
Courtney Meredith, owner, Design on the Edge Marketing, 775-338-300

Profile

Michael (First Name) | J (Middle Initial) | Smith (Last Name)

smithm410@yahoo.com
Email Address

1432 Rocky Bluff Drive
Street Address

Suite or Apt

Carson City
City

NV
State

89701
Postal Code

Mobile: (775) 297-3551
Primary Phone

Mobile: (775) 508-9305
Alternate Phone

Which Boards would you like to apply for?

Cultural Commission: Submitted

Question applies to multiple boards

Why would you like to serve on this Board/Committee/Commission?

Embarking upon 6 years as a residence I would like to become involved in the intrinsic process of policies/procedures and be an active participant in the city's decision making process. its great to come in with new perspective and new ideas particularly coming from another state, coupled with my unique background in cultural foundation and diversity.

Question applies to multiple boards

Are you currently a registered voter in Carson City?

(•) Yes ( ) No

Question applies to multiple boards

Are you currently a member on any other Carson City Board, Committee or Commission?

( ) Yes (•) No

Question applies to multiple boards

If yes, please list:

Question applies to multiple boards

Term expiration:

Conflict of Interest

Question applies to multiple boards

Within the past twelve (12) months, have you been employed by Carson City (including as an elected official)?

○ Yes ◉ No

Question applies to multiple boards

Do you currently have a contract with Carson City for services/good?

○ Yes ◉ No

Question applies to multiple boards

If yes, please provide contract details:

Question applies to multiple boards

Have you been convicted of a felony, domestic violence or gross misdemeanor involving moral turpitude (conduct contrary to community standards of justice, honesty and good morals)?

○ Yes ◉ No

Education

College, Professional, Vocational or Other Schools attended:

Rust College-Holly Springs MS. B.S. University of Mississippi- Oxford, MS. M.A.

Major Subject:

K-12-Education

Degree Conferred:

Bachelors- 1977 Masters- 1991

Briefly describe the qualifications you possess which you feel would be an asset to this Board/Committee/Commission:

As a retired HS Principal from Tennessee, and working in the educational arena for 30 +years I bring a fresh new perspective whereas I consider all individuals and to make the best decisions for all concerned. As the Founder and President Emeritus of the North Mississippi Cultural Foundation (501-C-3) I offer my experiences, and skill sets to strengthen and augment the goals of the Cultural Commission.

List the community organizations in which you have participated and describe participation:

Past Board member of the RACC committee (2017-2021). Past Board Member of the Carson City Symphony Association (2018-2021).

List your affiliation with professional or technical societies: *if required for the position.

Upload a Resume

Declaration to Accept Terms & Conditions

I understand that my submitted application is considered public information. I understand the Board of Supervisors may require a pre-appointment background check for any position if deemed warranted.

I hereby declare that all statements given by me on this form are truthful and complete to the best of my knowledge.

I have read and understand the Carson City's Boards, Committees and Commissions Policies and Procedures.

☑ I Agree *

MICHAEL J. SMITH

1432 Rocky Bluff Drive ■ Carson City, Nevada, 89701
775-508-9305 ▪ smithm410@yahoo.com

BUSINESS DEVELOPMENT

— Entrepreneurial spirit, thought leader, and business innovator with full range of expertise in strategy planning, staff development, sales/new business development, administrative and operations management, H/R collaboration, and budget administration —

Career Snapshot

- √ **Leadership Skills:** Led helm, planned and executed project, and managed staff for newly mandated program in Tennessee following consolidation of two school systems.

- √ **Business Development**: Known as gifted and influential speaker in delivering presentations to solicit partners and program adopters with businesses, civic organizations, non-profits, and clubs.

- √ **Vision, Strategy & Execution:** Spearheaded and initiated quarterly think-tank type meeting with leaders, coordinators, and colleagues to discuss insights and new concepts to improve program.

- √ **Program Improvements:** Noted as top-rated leader; chosen to take over two underperforming schools, which helped reduce district Over Age Grade (OAG) population from 30K to 9K students and increased graduation rate from 61% to 72%.

CAREER PROGRESSION and ACHIEVEMENTS

JAG NEVADA, Reno, NV, 2018 - 2019

Private, non-profit, school-to-work transition program, in 33 states whose mission is to ensure students are prepared and set up for success, and are work ready

Education to Employment Facilitator (E2E Facilitator)

Specifically recruited for new business development role to promote program participation and increase enrollment in Nevada program. Identified new leads through networking, relationship building, organization's leads, and Chamber of Commerce. Set appointments and delivered presentations to perspective partners, created program awareness, and shared organization's mission. Worked collaboratively with 18 specialists to ensure 66 core student competencies were met. Worked with management to develop goals and strategies for upcoming year.

- **New Business Development:** Won new business with Reno Aces Baseball team and manufacturing companies while cultivating existing relationship with Tesla, Panasonic, Nevada Energy, and Click Bond.
- **HR Collaboration:** Championed new PR/marketing concept with HR departments to establish in-service type meetings and facility tours for students, which increased both student interest and participation.

- **Growth Strategies**: Facilitated meetings, networked, and communicated with district leaders and principals to share program vison and mission with goal of increasing student participation.

- **Special Project**: Pitched idea and won approval, which created first-time e-newsletter as communications tool sent to 53 JAG programs in Nevada and all JAG partners. Led team to in producing quarterly newsletter.

SHELBY COUNTY SCHOOLS, Memphis, TN, 1992 - 2017

Principal, Hope Academy Shelby County, TN, 2010 - 2017

Hand-selected as inaugural Principal of Hope Academy, which was school housed inside Memphis Shelby County Juvenile Court. Provided leadership direction, guidance, and managed staff of eight including interviewing, hiring recommendations, training, and formal/informal evaluations. Administered $500K budget with purchasing authority for technology, equipment, and supplies. Prepared monthly, quarterly, and administrative reports for director review including quantitative and qualitative data, and budget expenditures.

- **Project Management:** Led four-month project to retrofit existing building; purchased equipment and supplies. Supervised/assessed workmanship of construction team, ensuring deadlines were met.

- **Board Member:** Selected as Board member for National Partnership of Juvenile Service (NPJS) for three years; attended quarterly in-service meetings, and led meeting to share information with staff.

- **Presenter:** Chosen as presenter at three National Symposiums on Juvenile Services Educator's Conference.

- **Noteworthy Improvements**: Slashed recidivism rate by almost 50% from 14% to 8% over seven-years.

- **Business Development**: Built relationships and called on businesses, clubs, and church leaders to promote program. Recruited Nike as school adopter, which donated money due to budget shortfall.

- **Mentoring Program**: Set up mentoring program for students as well as mentored residence principals for three years – with one being promoted to principal.

- **Software Skills:** Created and delivered PowerPoint presentations on school's progress and successes.

- **Contest and Awards:** Spearheaded idea and implemented essay contest for students – with cash awards – provided from Mothers of the Nile, one of programs partners.

- **Consultant:** Hired by district as consultant to train new principal – with follow up sessions – on best practices and instructional methodologies, which led to seamless

management transition in 2017.

- **Community Outreach:** Built relationship with Kroger manager and signed up store to become partner.

Academic Compliance Officer / After School Memphis Coordinator, 2006 - 2010

Chosen as first Academic Compliance Officer to set up new program. Conducted meetings with high school athletic directors and coaches from 55 schools to make sure athletes meet NCAA benchmarks for grades and district regulations. Transitioned to start new After School program housed in churches, organizations, and businesses.

- Identified potential organizations interested in starting enrichment and remedial after-school programs, which was funded through one-year grant. Traveled to Chicago to review their program.

Principal - Kirby High School, 2005 - 2006
Principal - Westwood High School, 2003 - 2005
Assistant Principal - Hillcrest High School, 2002 - 2003
Assistant Principal - Colonial Middle School, 2001 - 2002
Teacher - Appling Middle School, 1992- 2000
Prior to 1992 - Middle School teacher in various capacities

EDUCATION and SKILLS

UNIVERSITY OF MISSISSIPPI, Oxford, MS ■ M**.Ed. Educational Leadership,** 1991
RUST COLLEGE, Holly Springs, MS ■ **B.S. Elementary Education,** 1977

Proficient in Microsoft Office Word, Excel, PowerPoint, and Outlook

BOARD MEMBERSHIPS and AFFILIATIONS

Board Member -- Carson City Redevelopment Authority Citizens Committee, 2018 - 2021
Board of Trustees, Carson City Symphony Association, 2019 - 2021
Board of Directors – National Partnership of Juvenile Services, 2015 - 2017
Board of Directors – West Tennessee Administrators, 2000 - 2004
Co-Founder- SOS (Saving Our Sons) - Mentoring Initiative for four counties in MS., 2015 - 2016
Created initiative and served as coordinator for “Ideas on Tap” to promote civic involvement, 2017 - 2019
Shelby County, Tennessee Education Association -- Past President, 1999 - 2000

Chapter 2.41 - CARSON CITY CULTURAL COMMISSION

Sections:

2.41.010 - Purpose of the Carson City cultural commission.

The Carson City cultural commission will act as the primary advisory body for the Carson City board of supervisors for matters relating to arts and culture and will serve as the coordinator and catalyst bringing government, the arts and cultural community and public together for the cultural benefit of all Carson City's citizens.

(Ord. 2008-4 § 2, 2008).

2.41.020 - Findings supporting the creation of the Carson City cultural commission.

The Carson City board of supervisors finds that:

1. The creation of the Carson City cultural commission:
    a. Is necessary to further develop our community's heritage as it relates to culture, history, the Arts and the Humanities.
    b. Will enhance the interests of the peace, health, safety and welfare of the community.
2. The professions relating to the performing, fine arts and the humanities are essential to human needs and enhance the city's physical beauty, economic health and quality of life.
3. An increase in cultural amenities is crucial to further stimulate economic development and redevelopment.

(Ord. 2008-4 § 3, 2008).

2.41.030 - Creation of the Carson City cultural commission.

1. There is hereby established the Carson City Cultural Commission.
2. The creation of the Carson City Cultural Commission is consistent with the objectives of the community at large as those objectives relate to arts and culture in Carson City.

(Ord. 2008-4 § 4, 2008).

2.41.040 - Membership and terms of office of the Carson City cultural commission.

1. The Carson City cultural commission shall consist of seven members appointed by the board of supervisors.
2. Except as otherwise provided in this subsection, members shall be appointed for a term of 3 years which commence and end on January 1st and may serve for unlimited consecutive terms. For the initial terms of the members of the commission, 2 members shall be appointed to serve a term beginning on the date of appointment and ending on January 1, 2009; 3 members shall be appointed to serve a term beginning on the date of appointment and ending on January 1, 2010 and 2 members shall be appointed to serve a term beginning on the date of appointment and ending on January 1, 2011.
3. A member shall continue in office for the term for which that member was appointed or until a successor is appointed.

4. If a member has three unexcused absences from regularly scheduled meetings of the Carson City cultural commission in a single calendar year, the office of the member shall be declared vacant. Carson City staff assigned to assist the commission shall advise the Carson City board of supervisors of any member with 3 absences from regular meetings. Attendance at meetings called outside the regular schedule, are not subject to absence quotas.
5. The board of supervisors may remove any member of the commission for cause.
6. Vacancies, whether scheduled or unscheduled, shall be filled, by appointment by the board of supervisors.

(Ord. 2008-4 § 5, 2008).

2.41.050 - Requirements for membership on the Carson City cultural commission.

Members of the commission must meet the following qualification criteria:

1. Be residents of Carson City;
2. Have a broad and informed perspective of the arts along with a demonstrated knowledge and responsiveness to the existing arts community and community at large;
3. Represent a cross section of the city's age, multi-cultural, socio-economic, professional, artistic and volunteer diversity;
4. Have an appreciation for Carson City's rich cultural tradition.

(Ord. 2008-4 § 6, 2008).

2.41.060 - Duties and powers of the Carson City cultural commission.

1. At the first meeting of the Carson City cultural commission, and thereafter at its first meeting of each subsequent year, the members shall elect a chair and a vice chair. In the absence or disability of the chair and vice chair, the commission may designate a temporary chair.
2. The commission shall meet at least quarterly and all its meetings shall be open to the public pursuant to the Open Meeting Law.
3. The commission's chair or a majority of the commission may call special meetings.
4. A seat will be deemed filled once the city clerk has sworn in a nominee.
5. The commission shall keep minutes, which shall be available for public inspection, of all of its resolutions, proceedings, and other actions.
6. The commission shall adopt and amend, by the affirmative vote of a majority of the members, rules and regulations for the conduct of the commission's business. Such rules and regulations shall be submitted to the board of supervisors and shall not become effective until approved and ordered.
7. The commission shall submit an annual report and work-plan to the board of supervisors no later than May 1 of each year. Attendance records of members shall be included as part of the annual report.
8. Members of the commission shall be required to file annual statements of economic interest pursuant to the city's conflict of interest requirement pursuant to Nevada Revised Statutes. Members are expected to declare their conflicts of interest on associated agenda items and most abstain from any votes taken in relation to declared conflicts of interest.
9. The commission may create committees and subcommittees to advise the commission on any of the functions, duties or responsibilities of the commission.

(Ord. 2008-4 § 7, 2008).

2.41.070 - Functions of the Carson City cultural commission.

The functions of the Carson City cultural commission include, but are not limited to:

1. Advising the board of supervisors on matters pertaining to the city's arts and cultural programming.
2. Fostering public and private partnerships for providing arts and cultural programs for the citizens of Carson City, without directly engaging in program management deemed in competition with existing constituent organization programming.
3. Promoting access and awareness for the public to the highest quality arts opportunities possible.
4. Promoting an environment that supports the work and advancement of artists and arts groups and celebrate the city for its ethnic diversity, creativity and its leadership in arts and culture.
5. Making recommendations to the board of supervisors regarding grants-in-aid to individual and group of artists, cultural groups and arts organizations.
6. Encouraging the provision of cultural and artistic facilities and features in public and commercial construction.
7. Facilitating and promoting the establishment of an Art in Public places policy that supports the installation of publicly significant art installations, and encourage the inclusion of public art components in private development.
8. Helping to identify and designate cultural districts, neighborhoods and landmarks throughout the city.
9. Promoting a cultural environment that stimulates economic development, cultural tourism and enhanced public participation.
10. Promoting greater arts education in the schools and through programs accessible to the public.

(Ord. 2008-4 § 8, 2008).

2.41.080 - Cooperation of Carson City cultural commission with other private and public entities.

1. The commission may act in the capacity of a peer panel:
   a. To select public art and art in public places;
   b. To review and evaluate requests for funding; and
   c. To advise on the allocation of funds from a cultural trust fund and other general fund revenues appropriated to the arts.
2. From time-to-time, the commission shall make recommendations to the board of supervisors on the selection of professional management firms and staff to administer the city's arts and cultural program and initiatives.
3. The commission will work with its partners in the community including, but not limited to, the Carson City Arts & Culture Coalition, Western Nevada College, Nevada Department on Cultural Affairs, Carson City's Convention & Visitors Bureau, the Carson City Redevelopment Authority and Carson City's future downtown business improvement district.

(Ord. 2008-4 § 9, 2008).

2.41.090 - Duties of Carson City to support the Carson City cultural commission and other arts and cultural entities.

Carson City shall provide staff support to the Carson City cultural commission, local and regional philanthropic organizations and foundations, and various partner organizations affiliated with the Carson City Arts & Cultural Coalition.

(Ord. 2008-4 § 10, 2008).

Agenda Item No: 16.A

STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** January 5, 2023

Staff Contact: Heather Ferris, Planning Manager

Agenda Title: For Possible Action: Discussion and possible action regarding an application from Roseview Townhomes, LLC ("Applicant") for a final subdivision map known as Roseview Townhomes, resulting in the creation of 52 lots for attached single family residences on 3.45-acres zoned Neighborhood Business Planned Unit Development ("NB-P"), located at 1147 W. College Parkway, Assessor's Parcel Numbers ("APNs") 007-462-16 and 007-462-17. (Heather Ferris, hferris@carson.org)

Staff Summary: On August 19, 2021, the Board of Supervisors ("Board") approved tentative subdivision map SUB-2021-0215. Subsequently, the Board approved an amendment to the conditions of approval on October 20, 2022. The Applicant has obtained a site improvement permit and has secured for improvements. Per Carson City Municipal Code ("CCMC") 17.06.005, the Board has the authority to approve a final subdivision map and may direct that it be recorded and entered as a legal document in the records of Carson City.

Agenda Action: Formal Action / Motion **Time Requested:** 10 minutes

---

Proposed Motion
I move to approve the final subdivision map as presented.

Board's Strategic Goal
Sustainable Infrastructure

Previous Action
October 20, 2022 (Item 16B): The Board approved amendments to the conditions of approval.

August 19, 2021 (Item 14E): The Board approved tentative subdivision map SUB-2021-0215.

Background/Issues & Analysis
Final subdivision maps must be reviewed and approved by the Board. Approval of the final subdivision map is required to allow the Applicant to subdivide the property pursuant to the provisions of the CCMC and the Nevada Revised Statutes. All conditions of approval must be met. Compliance with the conditions of approval are addressed in the attached staff memo.

Applicable Statute, Code, Policy, Rule or Regulation
NRS 278.380, CCMC Chapter 17.06 and CCMC 18.02.050

Financial Information
Is there a fiscal impact? No

If yes, account name/number:

Is it currently budgeted? No

Explanation of Fiscal Impact:

Alternatives
If the Applicant has not met the conditions of approval of the tentative subdivision map, do not approve the final map or continue the item to the next Board meeting, and/or provide alternative direction.

Attachments:
SUB-2022-0443 (1.5.23 BOS Memo).docx

Conditions_Response_Roseview_Final Map.pdf

RoseviewTownhomes_FINAL_MAP-SHEET 1.pdf

RoseviewTownhomes_FINAL_MAP-SHEET 2.pdf

Board Action Taken:

Motion: _____	1) _____	Aye/Nay
	2) _____	_____
		_____
		_____
		_____
		_____

_____
(Vote Recorded By)

CARSON CITY
PLANNING DIVISION

108 E. Proctor Street
Carson City, Nevada 89701
(775) 887-2180
Hearing Impaired: 711

MEMORANDUM
Board of Supervisors Meeting of JANUARY 5, 2023

TO: Mayor and Board of Supervisors

FROM: Heather Ferris, Planning Manager
Planning Division

DATE: December 21, 2022

SUBJECT: For Possible Action: Discussion and possible action regarding an application from Roseview Townhomes, LLC ("Applicant") for a final subdivision map known as Roseview Townhomes, resulting in the creation of 52 lots for attached single family residences on 3.45-acres zoned Neighborhood Business Planned Unit Development ("NB-P"), located at 1147 W College Parkway, Assessor's Parcel Numbers ("APNs") 007-462-16 and 007-462-17.



In order for the Board of Supervisors ("Board") to consider approval of the Final Subdivision Map, the conditions of approval, and whether the applicant has fulfilled the conditions of approval, must be reviewed. The conditions of approval associated with SUB-2021-0215, the Tentative Map for the subdivision known as the Roseview Townhomes, as amended on October 20, 2022, have been reviewed by staff and satisfied by the applicant as indicated in this report.

On August 19, 2021, The Board approved tentative subdivision map SUB-2021-0215 subject to 27 conditions of approval. At its meeting of October 20, 2022, the Board approved, by a vote of 5-0, an amendment to the tentative subdivision map, modifying condition 17 and 26 and eliminating condition 24. Compliance with each of the amended conditions of approval is addressed below.

The following are conditions of approval required per CCMC 18.02.105.5:

1. All final maps shall be in substantial accord with the approved tentative map.

   Staff has reviewed the final map and has determined it is substantially the same as the tentative map approved by the Board on August 19, 2021.

2. Prior to submittal of any final map, the development engineering department shall approve all on-site and off-site improvements. The applicant shall provide construction plans to the development engineering department for all required on-site and off-site improvements, prior to any submittals for approval of a final map. The plan must adhere to the recommendations contained in the project soils and geotechnical report.

   The Development Engineering Department has reviewed the improvement plans associated with this map and finds that the plans adhere to the recommendations contained in the project soils and geotechnical report.

3. Lots not planned for immediate development shall be left undisturbed and mass grading and clearing of natural vegetation shall not be allowed. Any and all grading shall comply with city standards. A grading permit from the Nevada Division of Environmental Protection shall be obtained prior to any grading. Noncompliance with this provision shall cause a cease and desist order to halt all grading work.

   The improvement plans comply with City Standards. There is no mass grading planned for this project.

4. All lot areas and lot widths shall meet the zoning requirements approved as part of this tentative map with the submittal of any parcel map or preferably final map.

   The lot areas and widths shown on the final map are consistent with the requirements of Carson City Municipal Code and the approved tentative map.

5. With the submittal of any parcel map or preferably final maps, the applicant shall provide evidence to the planning and community development department from the health and fire departments indicating the agencies' concerns or requirements have been satisfied. Said correspondence shall be included in the submittal package for any final maps and shall include approval by the fire department of all hydrant locations.

   The Health and Fire Departments have reviewed and approved the final map and the improvement plans indicating their concerns and requirements have been satisfied.

6. The following note shall be placed on all final maps stating:

   "These parcels are subject to Carson City's growth management ordinance and all property owners shall comply with provisions of said ordinance."

   The required note has been added to the final map (see Note 12, sheet 2 of the final map).

7. Placement of all utilities, including AT&T Cablevision, shall be underground within the subdivision. Any existing overhead facilities shall be relocated prior to the submittal of final maps.

   The improvement plans have incorporated underground utilities within the subdivision.

8. The applicant must sign and return the notice of decision for conditions for approval within 10 days of receipt of notification after the board of supervisors meeting. If the notice of decision is not signed and returned within 10 days, then the item will be rescheduled for the next planning commission meeting for further consideration.

   The Notice of Decision for the amended tentative subdivision map was signed on October 24, 2022 and returned to the Planning Division.

9. Hours of construction will be limited to 7:00 a.m. to 7:00 p.m., Monday through Friday, and 9:00 a.m. to 5:00 p.m. on Saturday and Sunday. If the hours of construction are not adhered to, the Carson City building department will issue a warning for the first violation, and upon a second violation, will have the ability to cause work at the site to cease immediately.

   This note is included on the Improvement Plans.

10. The applicant shall adhere to all city standards and requirements for water and sewer systems, grading and drainage, and street improvements.

    The improvement plans are consistent with City standards for water and sewer systems, grading and drainage, and street improvements.

11. The applicant shall obtain a dust control permit from the Nevada Division of Environmental Protection. The site grading must incorporate proper dust control and erosion control measures.

    A dust control permit has been obtained.

12. A detailed storm drainage analysis, water system analysis, and sewer system analysis shall be submitted to the development engineering department prior to approval of a final map.

    A detailed storm drainage analysis, water system analysis, and sewer system analysis has been reviewed and approved by Development Engineering.

13. Prior to the recordation of the final map for any phase of the project, the improvements associated with the project must either be constructed and approved by Carson City, or the

specific performance of said work secured, by providing the city with a proper surety in the amount of 150 percent of the engineer's estimate. In either case, upon acceptance of the improvements by the city, the developer shall provide the city with a proper surety in the amount of 10% of the engineer's estimate to secure the developer's obligation to repair defects in workmanship and materials which appear in the work within 1 year of acceptance by the city.

The work, as approved in the improvement plans, has been secured with a bond and a subdivision improvement agreement.

14. A "will serve" letter from the water and wastewater utilities shall be provided to the Nevada Health Division prior to approval of a final map.

A will serve letter has been provided by the City to the Nevada Health Division.

15. The district attorney shall approve any CC&R's prior to recordation of the first final map.

The CC&R's have been filed with the District Attorney's office.

Other Conditions of Approval:

16. The internal street shall be privately owned and maintained.

The internal streets will be privately owned and maintained as demonstrated on the final subdivision map.

17. Master meters, backflow devices, and public utilities must meet all NDEP and City requirements including utility separation and special construction techniques.

The site improvement permit demonstrates compliance with this condition and has been reviewed and approved by NDEP as well as Carson City.

18. The developer shall install a curb ramp, meeting current ADA standards, at the intersection of College Parkway and Oak Ridge Drive.

The site improvement permit demonstrates compliance with this condition.

19. The developer shall enter into an agreement to pay its pro-rata share of the cost to improve approximately 1,135 feet of 12-inch sewer main which is currently at capacity in College Parkway between Imperial Way and Granite Way. The pro-rata share for this development is 1.6 percent and is not to exceed $9,600.

The developer has entered into a pro-rata share agreement.

20. As part of the site improvement permit, the applicant must provide a landscape plan demonstrating compliance with the Development Standards in Division 3.

The site improvement permit includes landscape and irrigation plans that are consistent with Carson City Development Standards Division 3. The plans have been reviewed and approved by the Planning Division.

21. Carson City is a nationally recognized Bee City USA. As a result, the applicant shall use approximately 50% pollinator friendly plant material for any required landscaping on the project site. A recommended tree and shrub species list has been provided. Any remaining landscape plant material selection must be consistent with the City's approved tree species list or other tree species, as approved by the City.

The site improvement permit includes landscape and irrigation plans that are consistent with Carson City Development Standards Division 3 and the requirements of this condition. The plans have been reviewed and approved by the Planning Division and the Parks, Recreation, and Open Space Department.

22. An exhibit demonstrating compliance with the open space requirements (Carson City Development Standards 1.18.6) shall be included in the application for site improvement permit.

The site improvement permit includes an open space exhibit which demonstrates compliance with the open space requirements of Carson City Development Standards 1.18.6 and has been reviewed and approved by the Planning Division.

23. The applicant is required to incorporate "best management practices" into their construction documents and specifications to reduce the spread of noxious weeds. The Parks, Recreation & Open Space Department is willing to assist the applicant with this aspect of their project as needed.

The construction documents include appropriate notes regarding best management practices to reduce the spread of noxious weeds. The Parks, Recreation & Open Space Department and the Development Engineering Division have reviewed the documents and determined compliance.

24. At the time of recordation of the final map, a private Homeowner's Association (HOA) or similar entity must be formed to provide maintenance for all common areas, including the private road, in perpetuity. The CC&Rs shall address parking and parking enforcement.

The CC&Rs have been reviewed by Carson City staff for compliance with this condition. The CC&Rs will be recorded at the time of recordation of the final map.

25. The Tentative Subdivision Map is only approved if the applicant obtains approval from the Planning Commission for the following concurrent applications:
    a. LU-2021-0218- A Special Use Permit for a residential use in a non-residential zoning district.

The Special Use Permit was approved by the Planning Commission on July 28, 2021 with an expiration date to be co-terminus with the expiration of the tentative subdivision map.

26. The developer shall install "no parking" signs along Oak Ridge Drive should no parking on-street be determined to be appropriate by the public works director.

It has been determined by the public works director that no parking on Oak Ridge Drive is appropriate. The site improvement permit includes "no parking" signs along Oak Ridge Drive.

WOOD RODGERS

October 7, 2022

Lena Reseck
Carson City Planning Division
108 E. Proctor St.
Carson City, NV 89701

RE: Roseview Townhomes Final Subdivision Map Submittal

Lena:

The following is intended to address the Conditions of Approval for the Tentative Subdivision Map (SUB-2021-0215) in place for this project. Please find responses to the conditions of approval enumerated below:

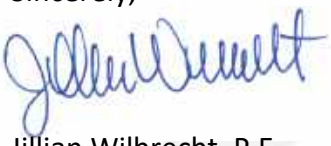
1. The final map is in substantial accordance with the approved tentative map.
2. The development engineering department is reviewing the civil improvement plans. Approval has not yet been granted for the improvement plans. This final map is submitted for review and it is understood that it will not be approved until the improvement plans have been approved.
3. An NDEP stormwater permit will be included as part of the project. The permit number is CSW_51306 and is currently pending with NDEP until the improvement plans are approved.
4. The lot areas and lot widths meet the zoning requirements approved as part of the tentative map. This is reflected in the site design and the final map.
5. In coordination with Carson City Engineering, the improvement plans have been routed to the health and fire departments for review. The fire department has already reviewed and approved project.
6. The note is included on the final map.
7. There are no overhead electrical or other utility lines to underground prior to submittal.
8. The Notice of Decision for conditions for approval was signed and returned within 10 days of receipt of notification.

9. A note regarding construction hour limitations has been included on Drawing Sheet N-2 in the civil improvement plans.
10. All improvements as prepared are intended to meet all city standards and requirements.
11. Prior to construction, the applicant will obtain a dust control permit from the Nevada Division of Environmental Protection.
12. The civil improvement plans submittal included a drainage report, a water analysis, and a sewer report for review by the development engineering department. Drainage and sewer have been reviewed and approved.
13. Noted, we understand that a final map will not be recorded until the improvements are constructed and approved or the project is properly bonded for in accordance with Carson City requirements.
14. A "will serve" letter will be provided to the Nevada Health Division prior to approval of the Final Map.
15. CC&Rs have been provided with this Final Subdivision Map submittal for review and approval from the district attorney.
16. Internal streets will be privately owned and maintained.
17. The water design for the project was modified to meet Nevada code requirements. In coordination with Carson City staff, the design has public water main down the main access from Oak Ridge Drive that serves six public water meters. Water downstream of the meters is private. Please see Drawing Sheets U-1, U-2, and P-1 in the civil improvement plans and the water analysis provided by Shaw Engineering.
18. A curb ramp at the intersection of College Parkway and Oak Ridge Drive is included in the civil improvement plans.
19. The developer has signed an agreement to pay its pro-rata share of the cost to improve sewer main in College Parkway.
20. Landscaping plans have been included as part of the civil improvement plans.
21. The landscaping plan adheres to the requirements relating to the Bee City USA recognition.
22. An open space exhibit was provided with the civil improvement plans submittal.
23. Best Management Practices have been incorporated into construction documents. A SWPPP has been prepared for the project.
24. The applicant will provide the Community Development Department with a deed restriction at the time the final map is submitted for recordation.
25. A private HOA will be formed (Roseview Townhomes Owners Association) to provide maintenance of the common areas including the private road, in perpetuity. CC&Rs will address parking and parking enforcement.
26. The Tentative Subdivision Map is approved as the Planning Commission also approved the Special Use Permit and Variance associated with the project.

27. A “no parking” sign along Oak Ridge Drive has been included in the proposed civil improvements plans. Please see Drawing Sheet S-1.

Please feel free to contact me at 823-5204 or jwilbrecht@woodrodgers.com should you have any questions.

Sincerely,



Jillian Wilbrecht, P.E.

FINAL MAP OF
ROSEVIEW TOWNHOMES

OWNER'S CERTIFICATE:

THIS IS TO CERTIFY THAT THE UNDERSIGNED, ROSEVIEW TOWNHOMES, LLC, A NEVADA LIMITED LIABILITY COMPANY IS THE OWNER OF THE TRACT OF LAND REPRESENTED ON THIS PLAT AND HAS CONSENTED TO THE PREPARATION AND RECORDATION OF THIS PLAT AND THAT THE SAME IS EXECUTED IN COMPLIANCE WITH AND SUBJECT TO THE PROVISIONS OF N.R.S. CHAPTERS 116, 278, 278A AND HEREBY GRANTS TO CARSON CITY, ALL PUBLIC UTILITY, CABLE TV COMPANIES AND THEIR SUCCESSORS AND ASSIGNS, THOSE PERMANENT EASEMENTS DELINEATED HEREON FOR THE CONSTRUCTION AND MAINTENANCE OF SANITARY SEWER, STORM DRAIN, SURFACE DRAINAGE, UTILITY AND CABLE TV SYSTEMS AND APPURTENANCES, TOGETHER WITH THE RIGHT OF INGRESS THERETO AND EGRESS THEREFROM FOREVER. THE OWNER AND ITS ASSIGNS AGREE TO THE USE OF PRIVATE WATER, STORM DRAIN AND SEWER FACILITIES TO BE MAINTAINED BY THE ROSEVIEW TOWNHOMES OWNERS ASSOCIATION.

ROSEVIEW TOWNHOMES, LLC. A NEVADA LIMITED LIABILITY COMPANY

BY: _____ DATE _____

_____

NAME/TITLE (PRINT)

NOTARY CERTIFICATE:

STATE OF
COUNTY OF } SS

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE ____ DAY OF _____, 202_,
BY _____ AS _____ OF ROSEVIEW TOWNHOMES LLC, A NEVADA LIMITED LIABILITY COMPANY.

BY: _____ DATE _____
NOTARY PUBLIC

TITLE COMPANY CERTIFICATE:

THE UNDERSIGNED HEREBY CERTIFIES THAT THIS PLAT HAS BEEN EXAMINED AND THAT ROSEVIEW TOWNHOMES LLC, A NEVADA LIMITED LIABILITY COMPANY OWNS OF RECORD AN INTEREST IN THE LANDS DELINEATED HEREON AND THAT THEY ARE THE ONLY OWNERS OF RECORD OF SAID LAND; THAT ALL THE OWNERS OF RECORD OF THE LAND HAVE SIGNED THE PLAT; AND THAT THERE ARE NO LIENS OF RECORD AGAINST THE LANDS DELINEATED HEREON, OR ANY PART THEREOF, FOR DELINQUENT STATE, COUNTY, MUNICIPAL, FEDERAL, OR LOCAL TAXES COLLECTED AS TAXES OR SPECIAL ASSESSMENTS;

STEWART TITLE COMPANY

BY: _____ DATE _____

_____

NAME/TITLE (PRINT)

TAX CERTIFICATE:

THE UNDERSIGNED HEREBY CERTIFIES THAT ALL PROPERTY TAXES ON THIS LAND SHOWN HEREON FOR THE FISCAL YEAR HAVE BEEN PAID AND THAT THE FULL AMOUNT OF ANY DEFERRED PROPERTY TAXES FOR THE CONVERSION OF THE PROPERTY FROM AGRICULTURAL USE HAS BEEN PAID PURSUANT TO N.R.S. 361A.265.

APN: 007-462-16 & 007-462-17

CARSON CITY TREASURER

BY: _____ DATE _____

_____

NAME/TITLE (PRINT)

DIVISION OF WATER RESOURCES CERTIFICATE:

THIS PLAT IS APPROVED BY THE STATE OF NEVADA DIVISION OF WATER RESOURCES OF THE DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES CONCERNING WATER QUANTITY SUBJECT TO THE REVIEW OF APPROVAL ON FILE IN THIS OFFICE.

_____ _____

DIVISION OF WATER RESOURCES DATE

NEVADA DIVISION OF ENVIRONMENTAL PROTECTION:

THIS FINAL MAP IS APPROVED BY THE NEVADA DIVISION OF ENVIRONMENTAL PROTECTION OF THE STATE DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES. THIS APPROVAL CONCERNS SEWAGE DISPOSAL, WATER POLLUTION, WATER QUALITY AND WATER SUPPLY FACILITIES AND IS PREDICATED UPON PLANS FOR A PUBLIC WATER SUPPLY AND A COMMUNITY SYSTEM FOR DISPOSAL OF SEWAGE.

_____ _____

NEVADA DIVISION OF ENVIRONMENTAL PROTECTION, BUREAU OF WATER POLLUTION CONTROL DATE

PLANNING DIVISION CERTIFICATE:

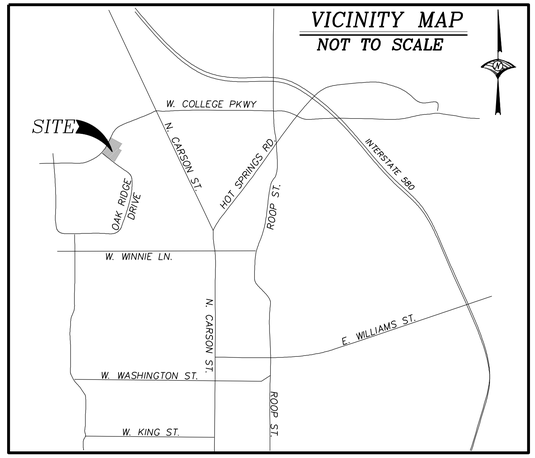
THIS FINAL MAP CONFORMS TO THE APPROVED TENTATIVE MAP (SUB-2021-0215) AS AMENDED ON OCTOBER 20, 2022, AND ALL THE CONDITIONS OF APPROVAL TO THIS FINAL MAP HAVE BEEN SATISFIED.

BY: _____ DATE _____

_____

NAME/TITLE (PRINT)

VICINITY MAP
NOT TO SCALE



SECURITY INTEREST HOLDER'S CERTIFICATE:

THIS IS TO CERTIFY THAT THE FOLLOWING HAVE CONSENTED TO THE PREPARATION AND RECORDATION OF THIS PLAT BY SEPARATE DOCUMENT AND THE DEDICATION OF ALL UTILITY EASEMENTS SHOWN HEREON, AND HEREBY RELINQUISHES AND SUBORDINATES ANY LIENS HELD BY THE UNDERSIGNED IN FAVOR OF SUCH UTILITY EASEMENTS.

U.S. BANK NATIONAL ASSOCIATION, A NATIONAL BANKING ASSOCIATION, BY DOCUMENT NO. _____,
OFFICIAL RECORDS OF CARSON CITY, NEVADA.
(REFERENCE ORIGINAL DEED OF TRUST DOCUMENT NO. 533980)

CARSON CITY CLERK CERTIFICATE

THE CITY HAS APPROVED THIS MAP AND THERE ARE NO PARCELS OFFERED FOR DEDICATION FOR PUBLIC USE ASSOCIATED WITH THIS MAP.

BY: _____ DATE _____

_____

NAME/TITLE (PRINT)

CITY ENGINEER'S CERTIFICATE:

I DO HEREBY CERTIFY THAT I HAVE EXAMINED THE MERGER AND RESUBDIVISION ON THIS PLAT CONSISTING OF 2 SHEETS, THAT IT IS SUBSTANTIALLY AS IT APPEARED ON THE TENTATIVE MAP AND ANY ALTERATIONS THEREOF, THAT ALL PROVISIONS OF N.R.S. 278 AND ALL LOCAL ORDINANCES HAVE BEEN COMPLIED WITH AND THAT THIS MAP IS TECHNICALLY CORRECT. A PROPER PERFORMANCE BOND HAS BEEN DEPOSITED GUARANTEEING THAT THE MONUMENTS WILL BE OF THE CHARACTER SHOWN AND OCCUPY THE POSITIONS INDICATED WITHIN ONE YEAR OF THE RECORDING DATE OF THIS MAP.

BY: _____ DATE _____

_____

NAME/TITLE (PRINT)

SURVEYOR'S CERTIFICATE:

I, ERIC C. SAGE, A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF NEVADA, CERTIFY THAT:

1. THIS PLAT REPRESENTS THE RESULTS OF A SURVEY CONDUCTED UNDER MY DIRECT SUPERVISION AT THE INSTANCE OF ROSEVIEW TOWNHOMES LLC, A NEVADA LIMITED LIABILITY COMPANY.
2. THE LANDS SURVEYED LIE WITHIN A PORTION OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 15 NORTH, RANGE 20 EAST, M.D.M., CARSON CITY, NEVADA, AND THE SURVEY WAS COMPLETED ON FEBRUARY 14 2022.
3. THIS PLAT COMPLIES WITH THE APPLICABLE STATE STATUTES AND ANY LOCAL ORDINANCES IN EFFECT ON THE DATE THAT THE GOVERNING BODY GAVE ITS FINAL APPROVAL.
4. THE MONUMENTS DEPICTED ON THE PLAT WILL BE OF THE CHARACTER SHOWN AND OCCUPY THE POSITIONS INDICATED BY _____ AND AN APPROPRIATE FINANCIAL GUARANTEE WILL BE POSTED WITH THE GOVERNING BODY BEFORE RECORDATION TO ENSURE THE INSTALLATION OF THE MONUMENTS.

_____

ERIC C. SAGE, P.L.S.
NEVADA CERTIFICATE NO. 23301

RECORDER'S CERTIFICATE:

FILED FOR RECORD THIS_____ DAY OF _____, 2022, AT _____ ___M.

IN BOOK _____, PAGE _____ OF THE OFFICIAL RECORDS OF CARSON CITY NEVADA,

AT THE REQUEST OF ROSEVIEW TOWNHOMES LLC, A NEVADA LIMITED LIABILITY COMPANY.

FEE: _____ FILE NO. _____

BY: _____ DATE: _____
CLERK RECORDER

UTILITY COMPANIES' CERTIFICATE:

THE UTILITY EASEMENTS AS SHOWN ON THIS PLAT HAVE BEEN CHECKED, ACCEPTED, AND APPROVED BY THE UNDERSIGNED CABLE TV AND PUBLIC UTILITY COMPANIES, WASHOE COUNTY COMMUNITY SERVICES DEPARTMENT AND TRUCKEE MEADOWS WATER AUTHORITY, AND DO HEREBY RELINQUISH THOSE EXISTING EASEMENTS, EXCEPT AS NOTED, LOCATED WITHIN THE EXTERIOR BOUNDARY OF THIS PLAT, SAID EASEMENTS ARE RELINQUISHED IN FAVOR OF THOSE EASEMENTS, GRANTED, DELINEATED AND APPROVED HEREON.

_____ _____

CHARTER COMMUNICATIONS DATE

_____

NAME/TITLE (PRINT)

STATE OF NEVADA
COUNTY OF WASHOE } SS

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE _____ DAY OF _____, 202_, BY _____, AS _____ FOR CHARTER COMMUNICATIONS.

_____

NOTARY PUBLIC

_____ _____

NEVADA BELL TELEPHONE COMPANY D/B/A AT&T NEVADA DATE

_____

NAME/TITLE (PRINT)

STATE OF NEVADA
COUNTY OF WASHOE } SS

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE _____ DAY OF _____, 202_, BY _____, AS _____ FOR NEVADA BELL TELEPHONE COMPANY D/B/A AT&T NEVADA.

_____

NOTARY PUBLIC

_____ _____

SIERRA PACIFIC POWER COMPANY D/B/A NV ENERGY DATE

_____

NAME/TITLE (PRINT)

STATE OF NEVADA
COUNTY OF WASHOE } SS

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE _____ DAY OF _____, 202_, BY _____, AS _____ FOR SIERRA PACIFIC POWER COMPANY, A NEVADA CORPORATION D/B/A NV ENERGY.

_____

NOTARY PUBLIC

_____ _____

CARSON CITY UTILITY DEPARTMENT DATE

_____

NAME/TITLE (PRINT)

STATE OF NEVADA
CARSON CITY } SS

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE _____ DAY OF _____, 202_, BY _____, AS _____ FOR CARSON CITY UTILITY DEPARTMENT.

_____

NOTARY PUBLIC

SOUTHWEST GAS CORPORATION:

A PUBLIC UTILITY EASEMENT IS HEREBY GRANTED WITHIN EACH PARCEL FOR THE EXCLUSIVE PURPOSE OF INSTALLING AND MAINTAINING UTILITY SERVICE FACILITIES TO THAT PARCEL WITH THE RIGHT TO EXIT THAT PARCEL WITH SAID UTILITY FACILITIES FOR THE PURPOSE OF SERVING ADJACENT PARCELS.

_____ _____

SOUTHWEST GAS CORPORATION DATE

_____

NAME/TITLE (PRINT)

STATE OF NEVADA
CARSON CITY } SS

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE _____ DAY OF _____, 202_, BY _____, AS _____ FOR CARSON CITY UTILITY DEPARTMENT.

_____

NOTARY PUBLIC

OFFICIAL PLAT
OF
ROSEVIEW TOWNHOMES

BEING A MERGER AND RESUBDIVISION OF PARCEL 1 & 2 BOUNDARY LINE ADJUSTMENT LLA-16-169, BK. 10 AT PG. 2904, DOC. #412816 SITUATE WITHIN A PORTION OF THE SOUTHEAST 1/4 OF SECTION 6 TOWNSHIP 15 NORTH, RANGE 20 EAST, M.D.M.

CARSON CITY SUB-2022-0443 NEVADA

JOB NO. 4158001

WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
1361 Corporate Blvd Reno, NV 89502
Tel 775.823.4068 Fax 775.823.4066

SHEET 1 OF 2

J:\Jobs\4158_Roseview_Townhomes\Roseview_Townhomes_CAD\Cosmetics\Imagining\Roseview Townhomes_FINAL_MAP.dwg 12/7/2022 9:49 AM Eric Sage

NOTES:

1. ALL COMMON AREAS AND PRIVATE ROADS SHOWN HEREON SHALL BE OWNED AND MAINTAINED BY THE OWNERS ASSOCIATION PER REQUIRED COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED BY A SEPARATE DOCUMENT.
2. ALL LOTS SHOWN HEREON SHALL BE SUBJECT TO COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED BY A SEPARATE DOCUMENT.
3. ALL PUBLIC UTILITY EASEMENTS SHALL INCLUDE CABLE TELEVISION AND SOUTHWEST GAS.
4. A BLANKET PUBLIC UTILITY EASEMENT IS HEREBY GRANTED WITHIN THE PRIVATE ROADS AND COMMON AREAS SHOWN HEREON FOR THE EXCLUSIVE PURPOSE OF INSTALLING AND MAINTAINING UTILITY SERVICE FACILITIES TO THAT LOT AND THE RIGHT TO EXIT THAT LOT WITH SAID UTILITY SERVICE FACILITIES FOR THE PURPOSE OF SERVING OTHER LOTS AT LOCATIONS MUTUALLY AGREED UPON BY THE OWNER OF RECORD, AT THAT TIME, AND THE UTILITY COMPANY.
5. A PUBLIC USE EASEMENT FOR NON-MOTORIZED INGRESS AND EGRESS IS HEREBY GRANTED OVER AND ACROSS ALL COMMON AREAS FOR THE BENEFIT OF THE LOTS SHOWN HEREON.
6. A BLANKET PRIVATE VEHICLE ACCESS EASEMENT IS HEREBY GRANTED OVER ALL PRIVATE ROADS AND COMMON AREAS SHOWN HEREON, FOR THE PURPOSE OF PARKING IN THE CONSTRUCTED PARKING STALLS.
7. A BLANKET EMERGENCY ACCESS EASEMENT IS HEREBY GRANTED OVER ALL PRIVATE ROADS SHOWN HEREON.
8. A PRIVATE DRIVEWAY ACCESS EASEMENT IS GRANTED OVER THE PORTIONS OF COMMON AREA THAT ARE LABELED AS ALLEYS SHOWN HEREON TO BENEFIT INGRESS AND EGRESS TO THE LOTS DIRECTLY ADJOINING THAT ALLEY. ALLEY'S 1 THRU 4 SHOWN HEREON ARE PART OF COMMON AREA 1 & COMMON AREA 2 DESIGNATED AS (C.A. #1 AND C.A. #2).
9. ALL PROPERTIES, REGARDLESS IF THEY ARE LOCATED WITHIN OR OUTSIDE OF A FEMA DESIGNATED FLOOD ZONE, MAY BE SUBJECT TO FLOODING. THE PROPERTY OWNER IS REQUIRED TO MAINTAIN ALL DRAINAGE EASEMENTS AND NATURAL DRAINAGES AND NOT PERFORM OR ALLOW UNPERMITTED AND UNAPPROVED MODIFICATIONS TO THE PROPERTY THAT MAY HAVE DETRIMENTAL IMPACTS TO THE SURROUNDING PROPERTIES.
10. THE SUBJECT PROPERTY LIES WITHIN FLOOD ZONE X, AS DETERMINED TO THE 0.2% ANNUAL CHANCE FLOODPLAIN PER FLOOD INSURANCE RATE MAP NO. 3200010084F, DATED FEBRUARY 19, 2014 AND FLOOD INSURANCE RATE MAP NO. 3200010092F, DATED MARCH 16, 2009
11. NO FENCES SHALL BE ALLOWED WITHIN OR ACROSS ANY DRAINAGE OR UTILITY EASEMENT MAINTAINED BY CARSON CITY.
12. THESE PARCELS ARE SUBJECT TO CARSON CITY'S GROWTH MANAGEMENT ORDINANCE AND ALL PROPERTY OWNERS SHALL COMPLY WITH PROVISIONS OF SAID ORDINANCE.
13. CARSON CITY UTILITY DEPARTMENT IS HEREBY GRANTED A BLANKET WATER FACILITY EASEMENT WITHIN ALL COMMON AREAS AND PRIVATE ROADS.
14. THE STORM DRAIN AND SEWER FACILITIES LOCATED IN THE PRIVATE ROAD AND COMMON AREAS ARE PRIVATE AND TO BE MAINTAINED BY THE ROSEVIEW TOWNHOMES OWNERS ASSOCIATION.
15. ALL PARCELS WILL BE SERVED BY CITY SEWER AND WATER.
16. NO HABITABLE STRUCTURES SHALL BE LOCATED ON A FAULT THAT HAS BEEN ACTIVE DURING THE HOLOCENE EPOCH OF GEOLOGICAL TIME.
17. THIS IS A TOWNHOME DEVELOPMENT, THE PHYSICAL BOUNDARIES OF EACH LOT SHOWN HEREON IS INTENDED TO FOLLOW ARCHITECTURAL ELEMENTS AS DESIGNED AND AS DEFINED IN THE CCR'S. IN THE EVENT THE PARTY WALLS OR THE EXTERIOR WALLS ARE NOT CONSTRUCTED EXACTLY AS DETAILED HEREIN, THE OWNERS AFFECTED SHALL ACCEPT THE AS-CONSTRUCTED LOCATIONS AS THE PROPERTY BOUNDARY.

REFERENCES:

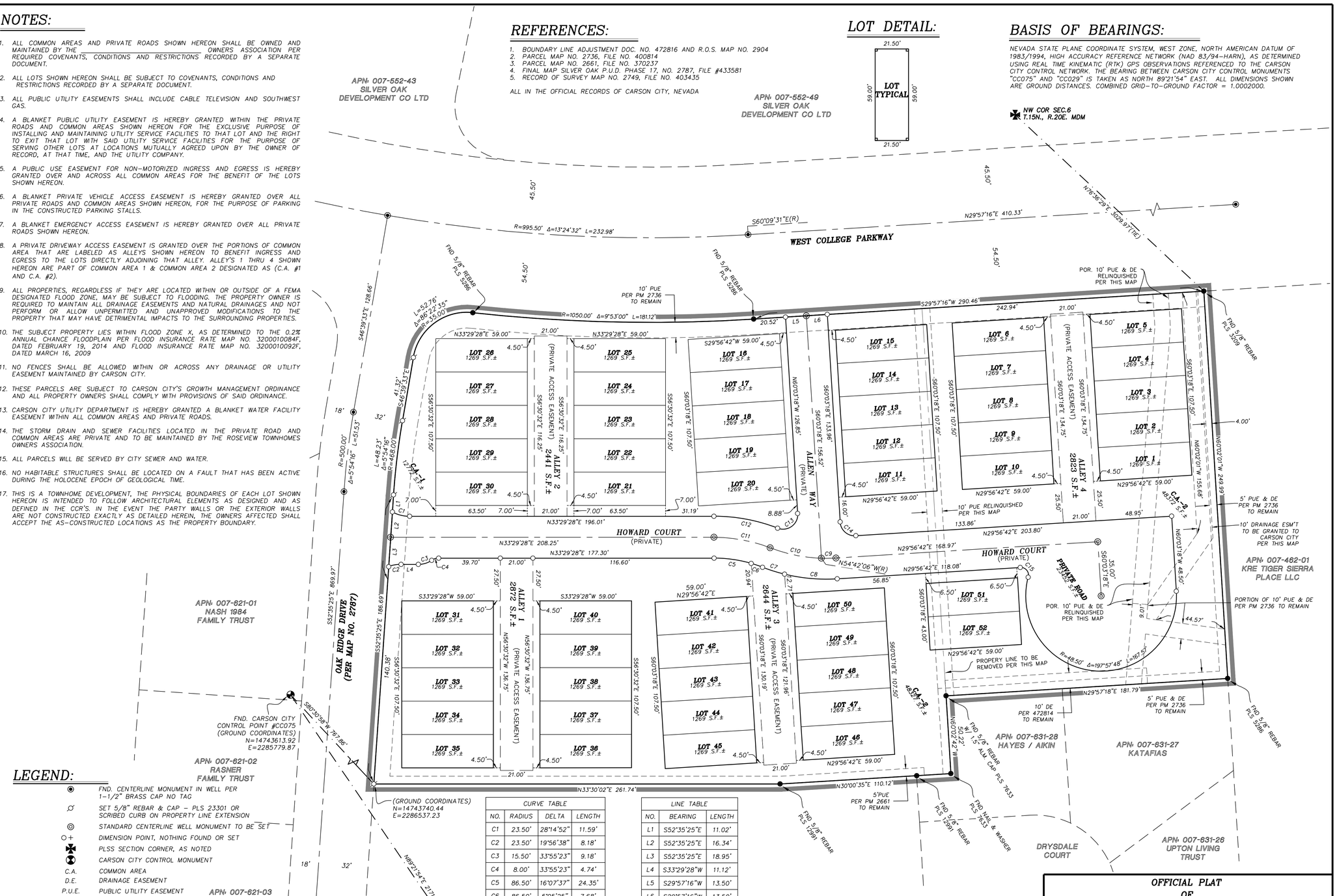
1. BOUNDARY LINE ADJUSTMENT DOC. NO. 472816 AND R.O.S. MAP NO. 2904
2. PARCEL MAP NO. 2736, FILE NO. 400814
3. PARCEL MAP NO. 2661, FILE NO. 370237
4. FINAL MAP SILVER OAK P.U.D. PHASE 17, NO. 2787, FILE #433581
5. RECORD OF SURVEY MAP NO. 2749, FILE NO. 403435

ALL IN THE OFFICIAL RECORDS OF CARSON CITY, NEVADA

LOT DETAIL:

BASIS OF BEARINGS:

NEVADA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NORTH AMERICAN DATUM OF 1983/1994, HIGH ACCURACY REFERENCE NETWORK (NAD 83/94-HARN), AS DETERMINED USING REAL TIME KINEMATIC (RTK) GPS OBSERVATIONS REFERENCED TO THE CARSON CITY CONTROL NETWORK. THE BEARING BETWEEN CARSON CITY CONTROL MONUMENTS "CC075" AND "CC029" IS TAKEN AS NORTH 89°21'54" EAST. ALL DIMENSIONS SHOWN ARE GROUND DISTANCES. COMBINED GRID-TO-GROUND FACTOR = 1.0002000.



LEGEND:

◉	FND. CENTERLINE MONUMENT IN WELL PER 1-1/2" BRASS CAP NO TAG
⌀	SET 5/8" REBAR & CAP - PLS 23301 OR SCRIBED CURB ON PROPERTY LINE EXTENSION
◎	STANDARD CENTERLINE WELL MONUMENT TO BE SET
○+	DIMENSION POINT, NOTHING FOUND OR SET
✠	PLSS SECTION CORNER, AS NOTED
✠	CARSON CITY CONTROL MONUMENT
C.A.	COMMON AREA
D.E.	DRAINAGE EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
(R)	RADIAL BEARING
S.F.	SQUARE FEET
———	SUBDIVISION BOUNDARY
———	GRAPHIC BORDER
———	LOT LINE
———	RIGHT-OF-WAY
———	CENTERLINE
———	ADJACENT PARCEL
- - -	EASEMENT AS NOTED
——·——	TIE

CURVE TABLE			
NO.	RADIUS	DELTA	LENGTH
C1	23.50'	28°14'52"	11.59'
C2	23.50'	19°56'38"	8.18'
C3	15.50'	33°55'23"	9.18'
C4	8.00'	33°55'23"	4.74'
C5	86.50'	16°07'37"	24.35'
C6	86.50'	5°05'25"	7.68'
C7	113.50'	7°30'55"	14.89'
C8	113.50'	17°14'52"	34.17'
C9	100.00'	5°21'11"	9.34'
C10	100.00'	19°24'36"	33.88'
C11	100.00'	21°13'01"	37.03'
C12	113.50'	21°10'40"	41.95'
C13	9.50'	114°43'26"	19.02'
C14	9.50'	90°00'00"	14.92'
C15	5.00'	107°57'48"	9.42'

LINE TABLE		
NO.	BEARING	LENGTH
L1	S52°35'25"E	11.02'
L2	S52°35'25"E	16.34'
L3	S52°35'25"E	18.95'
L4	S33°29'28"W	11.12'
L5	S29°57'16"W	13.50'
L6	S29°57'16"W	13.50'

AREA SUMMARY:

TOTAL NO. OF LOTS = 52
LOT AREA = 1,269 S.F.±
TOTAL LOT AREA = 65,988 S.F.±
PRIVATE ROAD= 23,452 S.F.±
COMMON AREA 1= 12,772 S.F.±
COMMON AREA 2= 48,327 S.F.±
TOTAL AREA = 150,539 S.F.±
3.46 ACRES±

OFFICIAL PLAT
OF

ROSEVIEW TOWNHOMES

BEING A MERGER AND RESUBDIVISION OF PARCEL 1 & 2 BOUNDARY LINE ADJUSTMENT LLA-16-169, BK. 10 AT PG. 2904, DOC. #412816
SITUATE WITHIN A PORTION OF THE SOUTHEAST 1/4 OF SECTION 6 TOWNSHIP 15 NORTH, RANGE 20 EAST, M.D.M.

CARSON CITY — SUB-2022-0443 — NEVADA

JOB NO. 4158001

WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
1361 Corporate Blvd
Reno, NV 89502
Tel 775.823.4068
Fax 775.823.4066

SHEET 2
OF 2

Agenda Item No: 17.A

STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** January 5, 2023

Staff Contact: Jennifer Budge, Parks and Recreation Director and Lyndsey Boyer, Open Space Manager

Agenda Title: For Possible Action: Discussion and possible action regarding: (1) a proposed resolution exempting certain parks, trails and open space areas from Carson City Municipal Code ("CCMC") 13.02.090 to allow dogs; and (2) a proposed Dog Rules and Regulations Policy ("Dog Policy") to establish policies and guidelines for dogs within the areas exempted by the resolution. (Jennifer Budge, jbudge@carson.org and Lyndsey Boyer, lboyer@carson.org)

Staff Summary: CCMC 13.02.090 prohibits dogs in all Carson City parks except those exempted by the Board of Supervisors ("Board"). This item, if approved, would exempt certain parks, trails and open space areas from this restriction in order to allow owners to bring their dogs. The proposed Dog Policy establishes rules and regulations, including but not limited to, areas where dogs may be off leash, areas where dogs must remain leashed and provisions related to enforcement of the policy.

Agenda Action: Formal Action / Motion **Time Requested:** 20 minutes

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Proposed Motion

I move to approve Resolution No. 2023-R-___ and to approve the Dog Policy as presented.

Board's Strategic Goal

Quality of Life

Previous Action

8-16-2022 (Item 5B): The Parks and Recreation Commission ("PRC") and Open Space Advisory Committee ("OSAC") moved to recommend approval of portions of the draft Dog Policy to the Board.

7-18-2022 (Item 5A): The PRC and OSAC moved to recommend approval of portions of draft Dog Policy to the Board.

Background/Issues & Analysis

CCMC 13.02.090 currently prohibits dogs in Carson City parks unless the park has been exempted by the Board through regulation. After performing research into previous Board actions, the Carson City Parks, Recreation and Open Space Department ("Department") could not find any resolutions or regulations exempting any parks, trails or open space areas from this prohibition. This item, if approved, would authorize dogs to be in certain parks, trails and open space areas in the city. The Dog Policy would establish guidelines and regulations related to dog use and enforcement within Carson City's parks, trails and open spaces. The Dog Policy would provide consistent regulations through the Carson City Park System and add transparency

for the public related to dog use. The Dog Policy was drafted by the Department based on feedback provided by Carson City residents and users in a public survey from June 2021 (over 800 respondents), as well as extensive discussion and feedback from PRC and OSAC over the course of four joint meetings and two individual meetings held in 2020-2022. Public comment and feedback from both commissions was used to develop the Dog Policy. Discussions and review of the Dog Policy also included cooperation with the Nevada Humane Society, Risk Management, user groups and significant feedback from the general public.

Applicable Statute, Code, Policy, Rule or Regulation
NRS 244.146 and CCMC 7.13.080, 13.02.090 and 13.02.120

Financial Information
Is there a fiscal impact? Yes

If yes, account name/number: Quality of Life Fund Park Maintenance Operating Supplies-2545012-500625
Quality of Life Fund Open Space Operating Supplies-2545047-500625
General Fund Park Maintenance Operating Supplies-1015012-500625

Is it currently budgeted? No

Explanation of Fiscal Impact: Additional costs will be incurred by expanding the areas where dogs are allowed, and as a result more infrastructure such as dog waste stations and signage will be required. Staff will incorporate costs as part of the Fiscal Year 2024 budget for future consideration by the Board. Approval of the Policy is the first step in implementation.

Alternatives
Do not approve the policy and/or provide alternative direction to staff.

Attachments:
Dog Policy Resolution_FINAL_PL edits 12.29.2022.pdf

Dog Rules and Regulations Draft Policy_FINAL_PL edits 12.29.2022.pdf

Board Action Taken:

Motion: _____	1) _____	Aye/Nay
	2) _____	_____
		_____
		_____
		_____
		_____

_____
(Vote Recorded By)

RESOLUTION NO. 2023-R-_____

A RESOLUTION EXEMPTING CERTAIN PARKS AND OPEN SPACE AREAS FROM THE RESTRICTIONS AGAINST DOGS IN CARSON CITY MUNICIPAL CODE ("CCMC") 13.02.090(1) AND ESTABLISHING A DOG RULES AND REGULATIONS POLICY

WHEREAS, CCMC 13.02.090(1) prohibits dogs from entering any park in Carson City, except dogs used to aid handicapped persons or dogs participating in authorized dog training classes, unless the Board of Supervisors has exempted the park or area from this code section; and

WHEREAS, the Board of Supervisors ("Board") finds that it is in the best interest of Carson City to exempt certain parks and open space areas from CCMC 13.02.090(1) to allow dogs to enter with their owners; and

WHEREAS, the Board finds that it is in the best interest of Carson City to establish regulations related to dog use through Carson City's Parks and Open Space areas, including but not limited to, identifying areas where dogs must be leashed;

NOW, THEREFORE, the Carson City Board of Supervisors hereby resolves as follows:

1. That the policy and procedures attached hereto as "Exhibit A" is hereby adopted as the "Carson City Dog Rules and Regulations Policy" ("Dog Policy"), with an effective date of _____, 2023.

2. That all parks, trails and open space areas are exempt from the restrictions of CCMC 13.01.090 prohibiting dogs except as provided below:
    a. Dogs (except service animals) remain prohibited on these trails:
        i. North Kings Loop Trail
        ii. Waterfall Trail

    b. Dogs (except service animals) remain prohibited at cemeteries, specialty parks, sports complexes, buildings, agricultural pastures and facilities including:
        i. Aquatics Facility
        ii. Bob Crowell Multipurpose Athletic Center (MAC)
        iii. Buzzy's Ranch pasture
        iv. Carson City Railroad Association Building and Train
        v. Carson Ridge Disc Golf Park
        vi. Community Center
        vii. Foreman-Robert's House
        viii. Lone Mountain Cemetery
        ix. Governor's Field
        x. John D Winters Centennial Park (includes Eagle Valley Golf Course)
        xi. Pete Livermore Sports Complex
        xii. Pioneer Cemetery
        xiii. Pony Express Airpark
        xiv. Rifle and Pistol Range
        xv. Silver Saddle Ranch (pastures and Red House building only)
        xvi. Tom Miggs Archery Range
        xvii. Wungnema House

3. That all parks, trails and open space areas where dogs are allowed are subject to the rules and requirements in the Dog Policy.

Upon motion by Supervisor _____, seconded by Supervisor _____, the foregoing Resolution was passed and adopted this _____ day of _____ 2023 by the following vote:

VOTE: AYES: _____
_____
_____
_____
_____

NAYS: _____
_____
_____

ABSENT: _____

ABSTAIN: _____

_____
Lori Bagwell, Mayor

ATTEST

_____
William Scott Hoen, Clerk-Recorder
Carson City, Nevada

CARSON CITY
PARKS, RECREATION & OPEN SPACE

DOG RULES AND REGULATIONS POLICY

Title/Topic: Dog Rules and Regulations	**Number: 2023-1**
Authors: Lyndsey Boyer, Open Space Manager Jennifer Budge, Parks and Recreation Director	**Effective Date:** upon approval **Revision Date:**
Reviewed by: OSAC: 7/18/22; 8/16/22 PRC: 7/18/22; 8/16/22 NV Humane Society: 9/20/22 DDA: 12/20/2022 Risk: 11/17/2022	**Number of pages:** 16
Department Approval: 12/21/2022 City Manager Approval: 12/21/2022 **Board of Supervisors Approval: TBD**	**Attachments:** • Resolution No. 2023-R-_____ • Dog Rules and Regulations Map • Carson City Park System List • Dog Waste Receptacles Map • Resolution No. 2005-R-14
Applies to: Residents and visitors to Carson City's parks, trails and open space; City staff within the Parks, Recreation and Open Space Department; Nevada Humane Society staff; Carson City Animal Services Officers; Carson City Sheriff's Office and Carson City Park Rangers.	

1.0 PURPOSE

To provide consistent public education and enforceable regulations related to dog use throughout Carson City's Park System.

2.0 DEFINITIONS

Animal Services – The department(s) or organization(s) authorized by direction of or contract with the Carson City Board of Supervisors for the licensing, regulating, policing, enforcing, receiving, impounding, care and disposal of animals that come into the custody of Carson City. (CCMC 7.13.010(5))

CCMC - Carson City Municipal Code

Department - Carson City Parks, Recreation and Open Space Department (CCMC 13.02.010)

Designated Off-Leash areas - Areas within Carson City's Park System where dogs are allowed to be unrestrained (off-leash) while under voice command/control.

Director - Director of Carson City Parks, Recreation and Open Space Department (CCMC 13.02.010(3))

License – Evidence or proof (usually a tag) that a dog is registered with an animal control authority.

Nevada Humane Society - A private, non-profit organization under contract with Carson City, to manage the Carson City Animal Shelter and is authorized to provide services related to animals on behalf of the City. (CCMC 7.13.010(5))

NRS - Nevada Revised Statutes

Open Space - Undeveloped natural areas managed through the Carson City Parks, Recreation and Open Space Department.

Owner – Any person owning, keeping, possessing, harboring, or having the care, custody or control of any animal, or allowing any animal to be or remain on, or be lodged or fed within such person's house, yard or premises or furnishing a medical certificate, bill of sale, or other indicia of ownership or possession. (CCMC 7.13.010(18))

Park – An area of land set aside for recreation or its beauty; includes any area designated by the Board of Supervisors as a public park, playground or recreational facility.

Park System - All parks, trails, open space, recreation facilities and properties owned by Carson City and managed through the Parks, Recreation and Open Space Department or through a third-party contract. Generally, the Park System includes public parks, trailheads, trails, open space, natural areas, wetlands, cemeteries, municipal golf courses, and specialty facilities.

Service Animal/Service Animal in Training - A dog or a miniature horse that is being trained as a service animal, to do work, or perform tasks for the benefit of a person with a disability. (NRS 426.097, NRS 426.099, 28 C.F.R. § 36.104)

Stray Animal – Any domestic animal at large, excluding livestock, whose owner is unknown, who has no owner or no apparent home. (CCMC 7.13.10(25))

Trail - An off-street path, with either a paved, unpaved, or natural surface, that may be used for recreation or alternative transportation, and may be used as individually designated for various modes of travel including walking, running, riding road bikes, riding mountain bikes, horseback riding, skateboarding, electric bikes, assisted mobility devices, rollerblading and off-highway vehicles.

Trailhead - A designated vehicle parking area or staging area from which a trail(s) is accessed.

Unrestrained – A dog off-leash, or not restrained.

Voice Command/Voice Control - (and within sight distance) as used in this policy, the term "voice command/control" means that a dog is immediately and reliably obedient to any voice, sound, or visual command given by an owner who is able to prevent the dog from charging, chasing, or otherwise disturbing or interfering with any person, pet animal, livestock, or wildlife, or the presence of any distraction or provocation.

Wildlife - Any animal found naturally in the wild state, whether indigenous to the State of Nevada or not and whether raised in captivity or not. (CCMC 7.13.010(29))

3.0 BASIS AND GUIDING PRINCIPLES

3.1 Responsibility of the Department

- 3.1.1 The Department shall reasonably provide a safe and user-friendly experience for all residents and visitors through the implementation of best management practices.
- 3.1.2 The Department shall reasonably protect the health and safety of the natural environment and reduce dog and wildlife conflicts.
- 3.1.3 The Department shall reasonably protect environmentally sensitive areas which may include seasonal nesting habitat, wetlands, riparian areas with critical cottonwood galleries or similar areas.
- 3.1.4 The Department shall reasonably reduce impacts to historic and cultural sites.
- 3.1.5 The Department and approved user groups shall be able to conduct activities, including maintenance, operations and programming, with minimal disruption to the public.
- 3.1.6 The Department's philosophy is education first and shall reasonably educate the public, prior to enforcement when possible.
- 3.1.7 The Department shall provide an education campaign in conjunction with community partners, encouraging responsible ownership and best management practices. Education shall be provided through a variety of mediums encouraging community stewardship, volunteerism and responsible pet ownership.
- 3.1.8 The Department shall provide opportunities for sponsorships, volunteerism, adoption programs (Adopt-A-Park, Adopt-A-Trail, Adopt-An-Open Space, Adopt-A-Watershed, Adopt-A-Spot, Adopt-A-Dog Waste Station, Park and Trail Ambassadors) to encourage community stewardship, and reduce impacts to the City's staff and financial resources.
- 3.1.9 The Department shall reasonably provide clear and consistent signage, compliant with the Department Signage Master Plan, to assist users in making informed decisions prior to recreating within Carson City's Park System.
- 3.1.10 The Department shall reasonably provide dog waste receptacles with disposal bags in a variety of locations throughout the Park System.
- 3.1.11 The Department shall comply with all state and federal laws regarding public accommodations and service animals.
  - 3.1.11.1 Department staff may:
    - 3.1.11.1.1 Ask a person accompanied by an animal:

(a) If the animal is a service animal or service animal in training; and
(b) What tasks the animal is trained to perform or is being trained to perform.
(c) Ask a person to remove a service animal or service animal in training if the animal:
(1) Is out of control and the person accompanying the animal fails to take effective action to control it; or
(2) Poses a direct threat to the health or safety of others.

3.1.11.1.2 A service animal may not be presumed dangerous by reason of the fact it is not muzzled.

3.2 Responsibility of dog owners

3.2.1 Dog owners shall be stewards of Carson City's public lands; protecting parks, trails, open space and the watershed from preventable contamination related to dog waste. It is the responsibility of dog owners to pick up after their dog and properly dispose of the dog's waste. (CCMC 7.13.080(3))

3.2.2 Dog owners have a duty to restrain their dog, maintain voice command/control and keep their dog within sight distance; Owners shall ensure that other Park System users shall be provided the opportunity to recreate in a safe and reasonable manner without fear of conflict from owners or their dogs.

3.2.3 Dog owners shall recreate in public spaces only when their dogs are healthy. Unhealthy dogs are to remain at home to not expose other animals to Parvovirus, Kennel Cough, and other contagious conditions.

3.2.4 Dog owners shall not fraudulently misrepresent an animal as a service animal or service animal in training. (NRS 426.805)

3.2.5 Dog owners shall not allow their dog to chase, harass or disturb wildlife or livestock.

4.0 POLICY FOR DOGS IN CARSON CITY'S PARK SYSTEM

4.1 Pursuant to CCMC 13.02.090, dogs are prohibited in all parks unless the park has been exempted by the Board of Supervisors.

4.2 The Board of Supervisors adopted Resolution No. 2023-R-_____ on January 5, 2023, exempting all the parks, trails and open space areas, except the following locations, pursuant to CCMC 13.02.090:

4.2.1 Dogs (except service animals) remain prohibited in the following areas of the Park System consistent with CCMC 13.02.090:

4.2.1.1 Dogs remain prohibited on these trails:

a) North Kings Loop Trail
b) Waterfall Trail

4.2.2 Dogs (except service animals) remain prohibited at cemeteries, specialty parks, sports complexes, buildings, agricultural pastures and facilities including:

a) Aquatics Facility
b) Bob Crowell Multipurpose Athletic Center (MAC)
c) Buzzy's Ranch pasture
d) Carson City Railroad Association Building and Train
e) Carson Ridge Disc Golf Park
f) Community Center
g) Foreman-Robert's House
h) Lone Mountain Cemetery
i) Governor's Field
j) John D Winters Centennial Park
(includes Eagle Valley Golf Course)
k) Pete Livermore Sports Complex
l) Pioneer Cemetery
m) Pony Express Airpark
n) Rifle and Pistol Range
o) Silver Saddle Ranch
(pastures and Red House building only)
p) Tom Miggs Archery Range
q) Wungnema House

4.3 Dogs are required to be on a leash at all times in the following areas:

a) Buzzy's Ranch Trail
b) Foothill Trail (first 500 ft per Carson Tahoe Health)
c) Fulstone Wetlands
d) Washoe Wetlands
e) Parks as identified on Attachments A and B
f) Trailheads as identified on Attachments A and B

4.4 Dogs in areas designated as off-leash must be under voice command/control and within sight of the owner at all times.

4.5 The following areas are designated for unrestrained/off-leash use:

a) Fenced dog parks (Sonoma and Fuji Parks)
b) Long Ranch Park
c) Mayor's Park
d) Ronald D. Wilson Memorial Park
e) Capital City Gun Club
f) Open Space as identified on Attachments A and B
g) Trails as identified on Attachments A and B

4.6 The parks, trails and open space areas that are exempt from CCMC 13.02.090 pursuant to Resolution No.2023-R-_____ are subject to the rules set forth in this policy, CCMC and NRS.

4.7 Dogs ages 3 months or older are required to be licensed and healthy, including current vaccinations. A license tag must be visible and always attached to the dog's collar or harness. (CCMC 7.13.050(1) (2))

4.8 Dogs are required to be restrained/on a leash at all times, except in designated areas and as identified in Attachments A and B. (CCMC 13.02.090(1)(2) and CCMC 13.02.120)

4.9 Dog owners must carry one leash for each dog under his or her control at all times.

5.0 Powers of the Department

5.1 Director

5.1.1 The Director may authorize temporary dog use restrictions within the Park System and/or for health/safety reasons. This may include, but is not limited to implementation of leash requirements, including seasonal or temporary closures. Restrictions may be enacted for environmental concerns, nesting habitat, grazing operations and protection of City resources (natural, cultural, historic). Examples may include, but are not limited to, protections for sheep/goat grazing, ranching activities at Silver Saddle Ranch, nesting season along the Linear Ditch Trail or portions of the Carson River corridor, wetland enhancement projects, restoration, fire rehabilitation areas and fuels management. (CCMC 13.02.060, 13.05.040)

5.1.2 The Director may authorize dog classes (dog training, dog obedience, rattlesnake avoidance etc.), dog adoption events, dog shows, and other pet outreach and education programs or similar activities in cooperation with community partners at certain locations within the Park System. (CCMC 13.02.090)

5.2 Park Rangers

5.2.1 Park Rangers, as a unit of specialized law enforcement established pursuant to NRS 280.125, are authorized by the Board of Supervisors to prepare, sign and serve citations by Resolution No. 2005-R-14, within the field of enforcement in which he/she works.

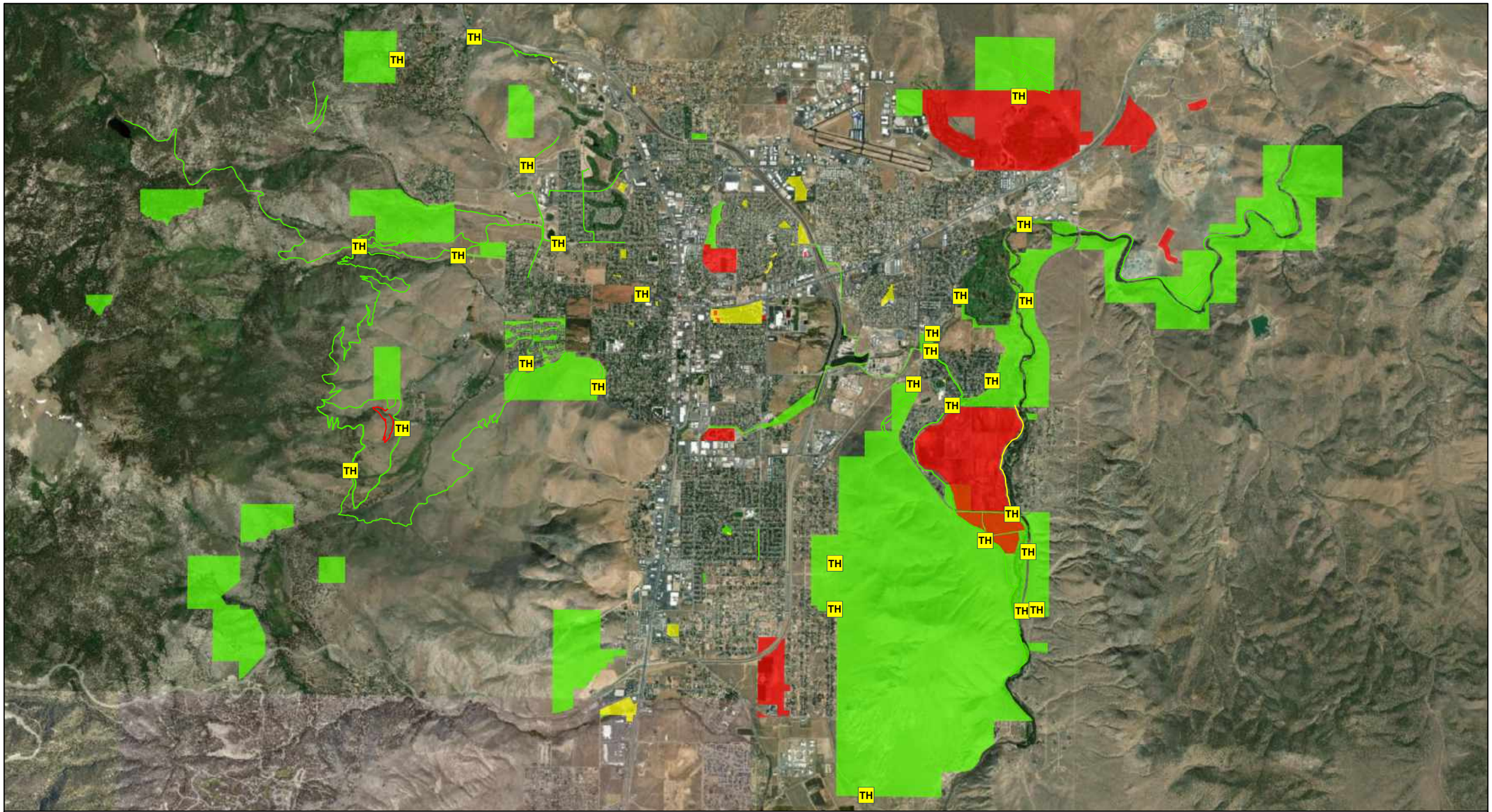
5.2.2 Park Rangers are authorized to serve misdemeanor criminal citations related to CCMC Title 7 Animals (sections pertaining to parks) and Title 13 Parks and Recreation.

5.3 Animal Services

5.3.1 Animal Services officers are authorized to enforce this policy using the powers granted pursuant to CCMC 7.13.020.

5.3.2 Animal Services officers are authorized to issue administrative citations with fines pursuant to any ordinance as may be adopted by the Board of Supervisors.

5.3.3 Animal Services officers may request review of any alleged violation of CCMC to the District Attorney's Office for prosecution through a misdemeanor criminal complaint.


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CARSON CITY
PARKS, RECREATION & OPEN SPACE

DOG RULES AND REGULATIONS POLICY
CARSON CITY PARK SYSTEM LIST

For more information about a particular facility, park or open space, please visit our website at carson.org/parksandrec.
For more information regarding a specific trail, please visit carson.org/trails.

Carson City Park System Special Use Facilities:

Dogs are prohibited

Name	Key	Dog Use
SPECIAL-USE FACILITIES		
Aquatics Facility		DOGS PROHIBITED
Bob Crowell Multipurpose Athletic Center (MAC)		DOGS PROHIBITED
Buzzy's Ranch pasture		DOGS PROHIBITED
Carson City Railroad Association Building and Train		DOGS PROHIBITED
Carson Ridge Disc Golf Park		DOGS PROHIBITED
Community Center		DOGS PROHIBITED
Foreman-Robert's House		DOGS PROHIBITED
Lone Mountain Cemetery		DOGS PROHIBITED
Governor's Field		DOGS PROHIBITED
JohnD Winters Centennial Park (includes Eagle Valley Golf Course)		DOGS PROHIBITED
Pete Livermore Sports Complex		DOGS PROHIBITED
Pioneer Cemetery		DOGS PROHIBITED
Pony Express Airpark		DOGS PROHIBITED
Rifle and Pistol Range		DOGS PROHIBITED
Silver Saddle Ranch – pastures and Red House building only		DOGS PROHIBITED
Tom Miggs Archery Range		DOGS PROHIBITED
Wungnema House		DOGS PROHIBITED

Carson City Park System Parks:

Dogs are required to be on leash, unless otherwise noted below

Name	Key	Dog Use
PARKS		
Blackwell's Pond Park		On-Leash
Carriage Square Park		On-Leash
Capital City Gun Club		Off-Leash
Empire Ranch Estates Park		On-Leash
Fuji Park/Fairgrounds		On-Leash

Fuji Park - Dog Park		Off-Leash
Fulstone Park		On-Leash
Greenbelt Park		On-Leash
Hidden Meadows Park		On-Leash
John Mankins Park		On-Leash
Korean War Veteran's Memorial Park		On-Leash
Long Ranch Park		Off-Leash
Mayor's Park		Off-Leash
Mill's Park		On-Leash
Monte Vista Park		On-Leash
Park Terrace Park		On-Leash
Riley Circle Park		On-Leash
Ronald D. Wilson Memorial Park		Off-Leash
Ross Gold Park		On-Leash
Schulz Ranch Park		On-Leash
Sonoma Park – Dog Park		Off-Leash
Steinheimer Park		On-Leash
Sunland Vista Park		On-Leash
Sunset Park		On-Leash
Treadway Park		On-Leash

Carson City Parks System Trailheads:

Dogs are required to be on leash

Name	Key	Dog Use
TRAILHEADS		
East Carson City		
Ambrose Trailhead		On-Leash
Carson River Park Trailhead		On-Leash
Centennial Park - North		On-Leash
East Silver Saddle Ranch Trailhead – North		On-Leash
East Silver Saddle Ranch Trailhead – South		On-Leash
Empire Ranch Trailhead		On-Leash
Hells Bells Road Trailhead		On-Leash
Hidden Meadows Trailhead		On-Leash
Moffat Open Space Trailhead		On-Leash
Morgan Mill Trailhead		On-Leash
Riverview Park Trailhead/ Korean War Veteran's Memorial Park		On-Leash
Sand Canyon Trailhead		On-Leash
Sedge Road Trailhead		On-Leash
Silver Saddle Ranch Trailhead		On-Leash
Prison Hill Area		
Prison Hill - 5th Street Trailhead		On-Leash
Prison Hill - Clearview Drive Trailhead		On-Leash
Prison Hill - Koontz Lane Trailhead		On-Leash
Prison Hill - OHV Staging Area		On-Leash

West Carson City		
Ash Canyon – Ash to Kings Trailhead		On-Leash
Ash Canyon Square Pond Trailhead		On-Leash
C-Hill Trailhead (McKay Drive)		On-Leash
Hobart Road Trailhead		On-Leash
Kings Canyon Trailhead		On-Leash
Kings Canyon – Ash to Kings Trailhead		On-Leash
Lakeview Trailhead		On-Leash
Kingsview Trailhead		On-Leash
Mountain Street Trailhead		On-Leash
Murphy Drive Trailhead		On-Leash
V&T Trailhead		On-Leash

Carson City Open Space Areas:

Dogs may be off-leash, unless otherwise noted below

OPEN SPACES		
Name	**Key**	**Dog Use**
Ambrose Carson River Natural Area		Off-Leash
Carson River Park		Off-Leash
Carson River Canyon Open Space		Off-Leash
Dasolung Ridge Open Space		Off-Leash
Eagle View Open Space		Off-Leash
East Silver Saddle Ranch		Off-Leash
Fulstone Wetlands		On-Leash
Golden Eagle Open Space		Off-Leash
Gumalonga Open Space		Off-Leash
Joost Acquisition – (007-101-55), 20.25 acres		Off-Leash
Lakeview Park		Off-Leash
Lands Bill (USFS Exchange)		Off-Leash
(007-061-81), 80 acres		Off-Leash
(007-091-16), 80 acres		Off-Leash
(007-091-22), 40 acres		Off-Leash
(007-061-18; 009-014-06), 147 acres		Off-Leash
Mexican Dam Open Space		Off-Leash
Moffat Open Space		Off-Leash
Morgan Mill Preserve and Open Space		Off-Leash
Old Buzzy's Ranch		On-Leash
PH Casey Preserve		Off-Leash
Potter Acquisition - (009-014-05), 20.83 acres		Off-Leash
Prison Hill Recreation Area		Off-Leash
Riverview Park		Off-Leash
Silver Saddle Ranch (except pastures and Red House building)		Off-Leash
Tahnu Leweh Open Space		Off-Leash
Vidler Open Space		Off-Leash
Voltaire Canyon Open Space		Off-Leash

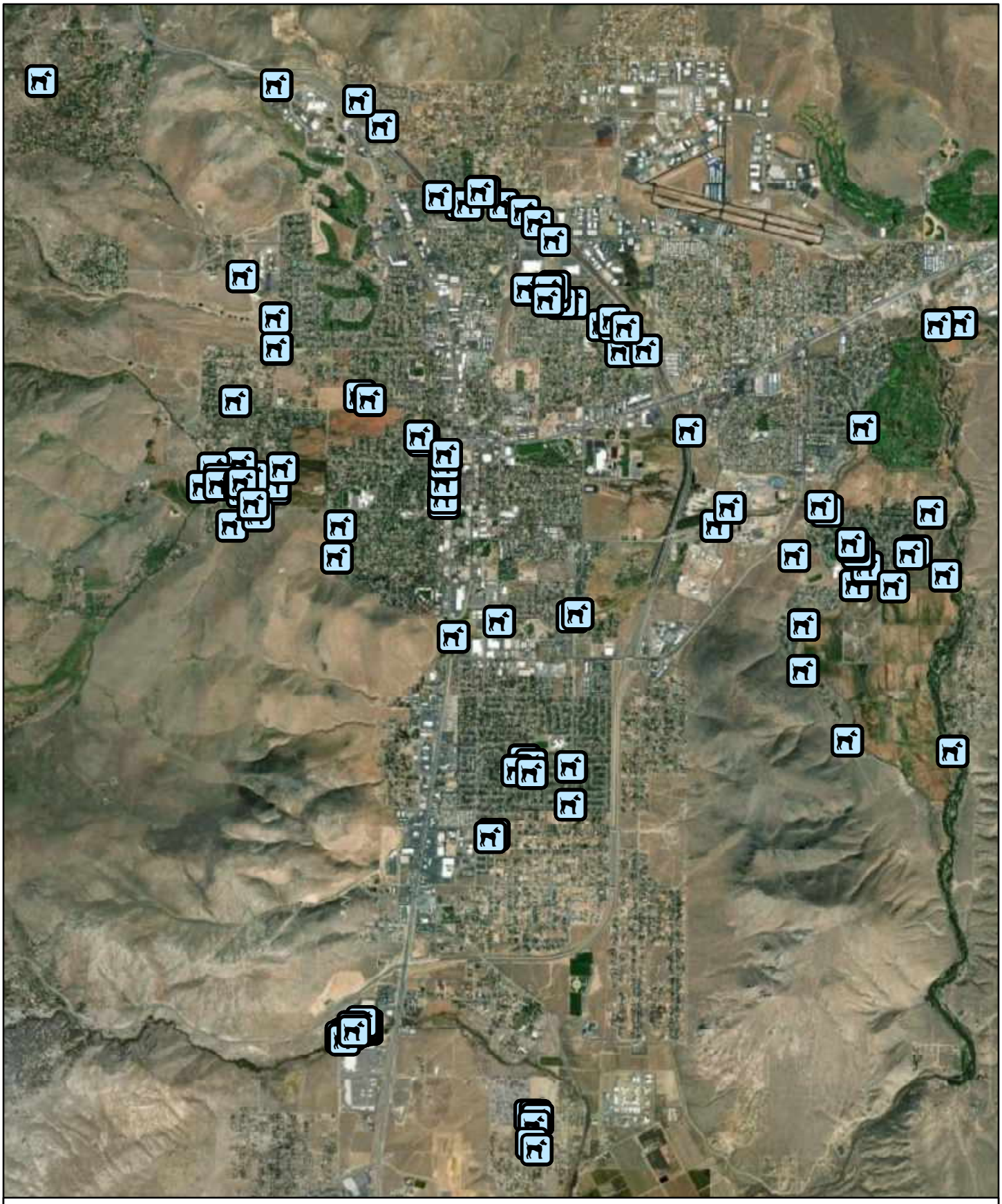
Washoe Wetlands		On-Leash
Wilson Acquisition – (007-601-02; 007-031-04), 111.28 acres		Off-Leash

Carson City Park System Trails:

Dogs may be off-leash, unless otherwise noted below

Name	Key	Dog Use
TRAILS		
Carson River Area		
Ambrose Trails		Off-Leash
Buzzy's Ranch Trail		On-Leash
Carson River Canyon Road		Off-Leash
Carson River Aquatic Trail		Off-Leash
Empire Ranch Trail		Off-Leash
Empire Ranch-Riverview Park Connector		Off-Leash
Mexican Ditch Trail, North		Off-Leash
Mexican Ditch Trail, South		Off-Leash
Morgan Mill Trail		Off-Leash
River Trail		Off-Leash
Riverview Park Trails		Off-Leash
Silver Saddle Ranch Trails		Off-Leash
Capital Corridor		
Bigelow Multi-Use Path		Off-Leash
Foothill Trail (leash required first 500 ft)		On-Leash
Fulstone Wetlands Trail		On-Leash
Lone Mountain Trail		Off-Leash
Long Ranch Park Trails		Off-Leash
Moffat Multi-Use Pathway		Off-Leash
Moffat Trails		Off-Leash
Northridge Path		Off-Leash
Northridge Linear Park		Off-Leash
Route 1 – Freeway Multi-Use Path		Off-Leash
Route 3 – Highway 395 South Path		Off-Leash
Route 6 – Linear Ditch Trail		Off-Leash
Route 50 – Highway 50 Path		Off-Leash
Silver Oak Paths		Off-Leash
V&T Trail		Off-Leash
V&T Multi-Use Path		Off-Leash
Centennial Area		
Wildhorse Trail		Off-Leash
Pale Rider Trail		Off-Leash
Prison Hill Area		
5th Street Loop Trails		Off-Leash
Dead Truck Canyon Trail		Off-Leash
Desert Peach Trail		Off-Leash
North Loop		Off-Leash

North Loop Connector		Off-Leash
Odyssey Trail		Off-Leash
Prison Hill Trail – East		Off-Leash
Prison Hill Trail – Fairview		Off-Leash
South End OHV Area Trails		Off-Leash
West-side Trails		Off-Leash
West Carson City		
Ash Canyon Area		
Ash Canyon Road		Off-Leash
Bob's Trail		Off-Leash
Eagle View Trail		Off-Leash
Evidence Trail		Off-Leash
Four Day Trail		Off-Leash
Postal Trail		Off-Leash
Seven Steps Trail		Off-Leash
Vicee Rim Trail		Off-Leash
C-Hill Area		
C-Hill Trail		Off-Leash
C-Hill Fire Road		Off-Leash
FEMA Road		Off-Leash
Z-Trail		Off-Leash
Kings Canyon Area		
Ash-to-Kings Trail		Off-Leash
Capital to Tahoe Trail		Off-Leash
Kings Canyon Road		Off-Leash
Lincoln Bypass Trail		Off-Leash
North Kings Loop		DOGS PROHIBITED
Waterfall Trail		DOGS PROHIBITED
Upper Waterfall Loop		Off-Leash
Lakeview Area		
Hobart Road		Off-Leash
Secret Trail		Off-Leash



Waste Receptacle

0 0.5 1 Miles

DOG WASTE RECEPTACLES MAP

CARSON CITY PARK SYSTEM

CARSON CITY PARKS, RECREATION
& OPEN SPACE
3303 BUTTI WAY
CARSON CITY, NV 89701
(775) 887-2262
CARSON.ORG/PARKSANDREC

460

APN None

APN _____

APN _____

"RECORDED AT THE REQUEST OF
CARSON CITY CLERK TO
THE BOARD

2005 APR -8 AM 11:17

FILE NO. 334524
ALAN GLOVER
CARSON CITY RECORDER
FEE $ N/C DEP. GB

FOR RECORDER'S USE ONLY

TITLE OF DOCUMENT:

Resolution No. 2005-R-14

_____

WHEN RECORDED MAIL TO:

_____

_____

_____

334524

RESOLUTION NO. 2005-R- 14

A RESOLUTION OF THE BOARD OF SUPERVISORS OF CARSON CITY DESIGNATING WHO MAY PREPARE, SIGN AND SERVE CITATIONS AND OTHER MATTERS PROPERLY RELATED THERETO.

WHEREAS, the Carson City Board of Supervisors has adopted ordinances for the public health, safety and welfare of the citizens of Carson City; and

WHEREAS, Nevada Revised Statute (NRS) 171.17751 provides that the Carson City Board of Supervisors may designate certain employees to prepare, sign and serve written citations on persons accused of violating an ordinance of the Carson City Municipal Code;

NOW, THEREFORE THE BOARD OF SUPERVISORS OF CARSON CITY DOES HEREBY RESOLVE AS FOLLOWS:

1. That the following persons are designated to prepare, sign and serve written citations on persons accused of violating an ordinance adopted by the Carson City Board of Supervisors:

   a. The Carson City Fire Chief and any employees designated by him.

   b. Inspectors of solid waste management.

   c. Building, housing and licensing inspectors.

   d. Zoning enforcement officers.

   e. Parking enforcement officers.

   f. Animal control officers.

   g. Traffic engineers.

   e. Marshalls and Park Rangers of units of specialized law enforcement established pursuant to NRS. 280.125

2. An employee(s) designated pursuant to this resolution:

   a. May exercise the authority to prepare, sign and serve citations only within the field of enforcement in which he/she works.

b. May prepare, sign and serve a citation only to enforce an ordinance of Carson City; and

c. Shall comply with the provisions of NRS 171.1773.

ADOPTED THIS 7th day of April, 2005.

AYES: Members Robin Williamson

Shelly Aldean

Pete Livermore

Richard Staub

NAYES: Members None

ABSENT: Members Marv Teixeira, Mayor

Marv Teixeira
(MARV TEIXEIRA, MAYOR

ATTEST:
CLERK'S
CARSON CITY
OF NEVADA

Alan Glover, Clerk-Recorder

F:\CIVIL\GOV\Treasmust.wpd

334524

DRAFT

A meeting of the Carson City Redevelopment Authority was scheduled to take place during the Board of Supervisors meeting on Thursday, October 6, 2022, in the Community Center Robert "Bob" Crowell Boardroom, 851 East William Street, Carson City, Nevada.

PRESENT: Chairperson Lori Bagwell
Vice Chairperson Stacey Giomi
Member Stan Jones
Member Lisa Schuette
Member Maurice White

STAFF: Nancy Paulson, City Manager
Stephanie Hicks, Deputy City Manager
Todd Reese, Senior Deputy District Attorney
Tamar Warren, Senior Public Meetings Clerk

NOTE: A recording of these proceedings, the Redevelopment Authority's agenda materials, and any written comments or documentation provided to the Clerk during the meeting are part of the public record. These materials are available for review, in the Clerk's Office, during regular business hours.

18. CALL TO ORDER & ROLL CALL - REDEVELOPMENT AUTHORITY

(9:05:39) – Chairperson Bagwell called the Redevelopment Authority meeting to order. Roll was called and a quorum was present.

19. PUBLIC COMMENT

(9:06:12) – Chairperson Bagwell entertained public comments; however, none were forthcoming.

20. FOR POSSIBLE ACTION: APPROVAL OF MINUTES - JULY 7, 2022

(9:06:21) – Chairperson Bagwell introduced the item and entertained comments, changes, and/or a motion.

(9:06:29) – Vice Chair Giomi moved to approve the minutes of the July 7, 2022 Redevelopment Authority meeting as presented. Member Jones seconded the motion which carried 5-0-0.

21. COMMUNITY DEVELOPMENT - PLANNING

21.A FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION CONCERNING A RECOMMENDATION TO THE BOARD OF SUPERVISORS REGARDING THE EXPENDITURE OF $2,348,998 FROM THE FISCAL YEAR ("FY") 2023 REDEVELOPMENT REVOLVING FUND TO SUPPORT VARIOUS EVENTS, INCENTIVES AND CAPITAL IMPROVEMENT PROJECTS AS

INCLUDED IN THE FY 2023 REDEVELOPMENT BUDGET AND CAPITAL IMPROVEMENT PROGRAM.

(9:06:50) – Chairperson Bagwell introduced the item and stated that the discussion of the item would be based on the late material which requested authorization for the expenditure of $2,301,998 from the FY 2023 Redevelopment Revolving Fund and not $2,348,998 as noted in the earlier Staff Report. Ms. Sullivan clarified that the request was "consistent with the approved budget." There were no public comments. Member White explained that he could not support the Façade Improvement Program; therefore, he would vote against the item.

(9:07:59) – Vice Chair Giomi moved to recommend to the Board of Supervisors approval of the expenditures from the FY 2023 Redevelopment Revolving Fund as presented in the late material with an authorization for the expenditure of $2,301,998. The motion was seconded by Member Schuette.

RESULT:	**APPROVED (4-1-0)**
MOVER:	Vice Chair Giomi
SECONDER:	Member Schuette
AYES:	Chair Bagwell, Vice Chair Giomi, Members Jones and Schuette
NAYS:	Member White
ABSTENTIONS:	None
ABSENT:	None

22. PUBLIC COMMENT

(9:08:32) – Chairperson Bagwell entertained final public comments; however, none were forthcoming.

23. FOR POSSIBLE ACTION: TO ADJOURN AS THE REDEVELOPMENT AUTHORITY

(9:08:39) – Chairperson Bagwell adjourned the Redevelopment Authority meeting at 9:08 a.m.

The Minutes of the October 6, 2022 Carson City Redevelopment Authority meeting are so approved this 5th day of January, 2023.

_____
LORI BAGWELL, Chair

ATTEST:

_____
SCOTT HOEN, Clerk-Recorder

Agenda Item No: 24.A

STAFF REPORT

Report To: Redevelopment Authority **Meeting Date:** January 5, 2023

Staff Contact: Nancy Paulson, City Manager

Agenda Title: For Possible Action: Discussion and possible action regarding the election of a chair and vice-chair of the Redevelopment Authority, each for one-year terms ending on December 31, 2023. (Nancy Paulson, npaulson@carson.org)

Staff Summary: NRS 279.448 requires the Redevelopment Authority, as Carson City's redevelopment agency, to elect a chair from among its members. Unless otherwise prescribed by the Board of Supervisors, the term of office as chair is for the calendar year, or for that portion remaining after he or she is designated or elected.

Agenda Action: Formal Action / Motion **Time Requested:** 5 mins

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Proposed Motion
I move to appoint _____ as the Chair and _____ as the Vice-Chair of the Redevelopment Authority, each for one-year terms ending on December 31, 2023.

Board's Strategic Goal
Efficient Government

Previous Action
N/A

Background/Issues & Analysis
N/A

Applicable Statute, Code, Policy, Rule or Regulation
NRS 279.448

Financial Information
Is there a fiscal impact? No

If yes, account name/number:

Is it currently budgeted?

Explanation of Fiscal Impact:

Alternatives
N/A

Attachments:
NRS 279.448 RDA Chair.pdf

Board Action Taken:

Motion: _____ 1) _____ Aye/Nay
2) _____ _____
_____
_____
_____
_____

_____
(Vote Recorded By)

NRS 279.448 Chair: Designation; election; term of office. The appointing officer shall designate the first chair from among the members. When there is a vacancy in such office, the agency shall elect a chair from among its members. Unless otherwise prescribed by the legislative body, the term of office as chair is for the calendar year, or for that portion remaining after he or she is designated or elected.

(Added to NRS by 1959, 653)