

# CARSON CITY BOARD OF SUPERVISORS

## Minutes of the April 6, 2023 Meeting

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**DRAFT**

A regular meeting of the Carson City Board of Supervisors and Board of Health was scheduled for 8:30 a.m. on Thursday, April 6, 2023, 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 Curtis Horton, Ward 3  
Supervisor Lisa Schuette, Ward 4

#### **STAFF:**

Nancy Paulson, City Manager  
Scott Hoen, Clerk-Recorder  
Todd Reese, Senior 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**

(8:30:58) – Mayor Bagwell called the meeting to order at 8:30 a.m. Mr. Hoen called roll and noted the presence of a quorum. Hope Crossing Church Pastor Nick Emery provided the invocation. At Mayor Bagwell’s request, Carson City Sheriff Ken Furlong led the Pledge of Allegiance.

#### **5. PUBLIC COMMENT**

(8:32:33) – Mayor Bagwell entertained public comments. Sheriff Furlong read into the record a prepared statement in celebration of the National Public Safety Telecommunicators Week (NPSTW) on April 9-15, 2023. He praised them for dedicating their lives to helping those in need and called their careers “extremely rewarding.” Sheriff Furlong also introduced Communications Manager Jennifer Stoffer and Deputy Fire Chief Aaron Lowe who were present to recognize and honor the City’s telecommunications teams. Mr. Lowe called the dispatchers a critical link between the community and the Fire Service. Mayor Bagwell invited the community to join her in showing their appreciation to the entire team. Gerontologist Ann Potts introduced the Parkinson Support Center of Northern Nevada and noted that April was Parkinson’s Awareness Month. Ms. Potts’ written comments are incorporated into the record as late material. Serge Duarte provided an introduction to the Carson City Sheriff’s Search And Rescue (CCSSAR) team and gave background on their activities. He informed the community that the Carson City Fire Department collected flags in Station 51, and they were scheduled to be formally retired on Flag Day, June 14, 2023 by burning them. Mayor Bagwell thanked Mr. Duarte and noted that there are disposal bins at City Hall and at the Carson City Library and was pleased to see the Fire Department also become involved.

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**6. FOR POSSIBLE ACTION: APPROVAL OF MINUTES – MARCH 2, 2023.**

(8:44:05) – Mayor Bagwell introduced the item and entertained comments, corrections, or a motion.

**(8:44:13) – Supervisor Giomi moved to approve the minutes of the March 2, 2023 Board of Supervisors and Board of Health meetings as presented. The motion was seconded by Supervisor White and carried 5-0-0.**

**7. SPECIAL PRESENTATIONS**

**7.A PRESENTATION OF A PROCLAMATION RECOGNIZING APRIL AS "NATIONAL CHILD ABUSE PREVENTION MONTH."**

(8:44:30) – Mayor Bagwell invited Meagan Soracco of the Nevada Department of Health and Human Services, Division of Child and Family Services to join her and the Board members on the Boardroom floor. She also read into the record a proclamation, incorporated into the record, proclaiming the month of April 2023 "Child Abuse Prevention Month."

**7.B PRESENTATION REGARDING THE 2023 CARSON CITY CLERK'S OFFICE "I VOTED" STICKER DESIGN CONTEST.**

(8:48:15) – Mayor Bagwell introduced the item. Mr. Hoen introduced Emily Toups and Nicole Phay, deputy clerks in the Elections Division, gave background, and reviewed the 2024 Election timeline in Nevada:

- 2024 Presidential Preference Primary Election will be held on Tuesday, February 6, 2024.
  - Early Voting begins on Saturday, January 27, 2024 and runs through Friday, February 2, 2024.
- The 2024 Primary Election will be held on Tuesday, June 11, 2024.
  - Early Voting begins on Saturday, May 25, 2024 and runs through Friday, June 7, 2024.
- The 2024 General Election will be held on Tuesday, November 5 2024.
  - Early voting begins on Saturday, October 19, 2024 and runs through Friday, November 1, 2024.

Mr. Hoen explained that the Elections Division was already preparing to train poll workers and invited Ms. Toups to present the new "I Voted" sticker design contest. Ms. Toups reviewed a PowerPoint presentation, incorporated into the record including the contest rules, eligibility, timeline, and the submission and selection processes. She concluded that after preliminary selections by the Elections Division, the winning design will be chosen by the Board of Supervisors in their June 15, 2023 meeting. Mayor Bagwell thanked Ms. Toups and Mr. Hoen and noted that choosing a winner would be a difficult task.

**CONSENT AGENDA**

(8:53:45) – Mayor Bagwell introduced the item and inquired whether the Board or the public wished to pull additional items from the Consent Agenda; however, none were forthcoming. She also entertained a motion.

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(5:53:51) – Supervisor Giomi moved to approve the Consent Agenda consisting of items 8.A, 8.B, 9.A, 10.A, 11.A, 11.B, 11.C, 11.D, and 11.E as presented. Supervisor Schuette seconded the motion.

<b>RESULT:</b>	<b>APPROVED (5-0-0)</b>
<b>MOVER:</b>	Supervisor Giomi
<b>SECONDER:</b>	Supervisor Schuette
<b>AYES:</b>	Supervisors Giomi, Horton, Schuette, White, and Mayor Bagwell
<b>NAYS:</b>	None
<b>ABSTENTIONS:</b>	None
<b>ABSENT:</b>	None

**8. AIRPORT AUTHORITY**

**8.A FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING A PROPOSED 50-YEAR LEASE AGREEMENT (“LEASE”) BETWEEN CARSON CITY AND THE CARSON CITY AIRPORT AUTHORITY (“AIRPORT AUTHORITY”), TOGETHER AS LANDLORD, AND HIGH SIERRA PILOTS, LLC DOING BUSINESS AS STEW’S AERO SERVICES (“STEW’S AERO”), AS TENANT, TO RENT APPROXIMATELY 24,990 SQUARE FEET OF LAND, INCLUDING A 10,000 SQUARE FOOT HANGAR, ASSESSOR'S PARCEL NUMBER ("APN") 005-011-94, FOR A BASE RENT OF \$79,200.00 PER YEAR, SUBJECT TO ADJUSTMENTS.**

**8.B FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING A PROPOSED ASSIGNMENT (“ASSIGNMENT”) OF AN EXISTING LEASE AGREEMENT (“LEASE”) BETWEEN CARSON CITY AND THE CARSON CITY AIRPORT AUTHORITY (“AIRPORT AUTHORITY”), TOGETHER AS LANDLORD (“LANDLORD”), AND ORTIZ BROS. AVIATION, LLC, ASSESSOR'S PARCEL NUMBER ("APN") APN 005-091-30, ASSIGNING THE LEASE TO THE ECHO DELTA COMMUNITY ASSOCIATION (“ECHO DELTA”) AND ACKNOWLEDGING THE ASSIGNMENT OF THE LEASE TO A COMMON-INTEREST COMMUNITY.**

**9. FINANCE**

**9.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 MARCH 24, 2023, PER NRS 251.030 AND NRS 354.290.**

**10. PARKS, RECREATION & OPEN SPACE**

**10.A FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING PROPOSED REVISIONS TO THE CARSON CITY PARKS, RECREATION AND OPEN SPACE DEPARTMENT (“DEPARTMENT”) FEE POLICY AND SCHEDULE.**

**11. PURCHASING AND CONTRACTS**

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**11.A FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING A PROPOSED \$6,621 INCREASE IN THE PURCHASE AUTHORITY, BEYOND THE PREVIOUSLY APPROVED \$56,168, TO PURCHASE VACCINES UTILIZING THE MINNESOTA MULTISTATE CONTRACT ALLIANCE FOR PHARMACY ("MMCAP") JOINDER CONTRACT WITH SANOFI PASTEUR INC. ("SANOFI"), RESULTING IN A NEW NOT TO EXCEED AMOUNT OF \$62,789 THROUGH JUNE 30, 2023.**

**11.B FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING A DETERMINATION THAT RONALD L. JACOBONI PLASTERING, INC. DBA TAHOE POOL & SPA CONSTRUCTION ("TAHOE POOL") IS THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER PURSUANT TO NEVADA REVISED STATUTES ("NRS") CHAPTER 338 AND WHETHER TO AWARD CONTRACT NO. 23300136 FOR THE CARSON CITY AQUATIC FACILITY OUTDOOR POOL REPLASTER AND RETILE PROJECT ("PROJECT") TO TAHOE POOL FOR A TOTAL AMOUNT NOT TO EXCEED \$179,300.00.**

**11.C FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING A DETERMINATION THAT COONS CONSTRUCTION LLC ("COONS"), IS THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER PURSUANT TO NEVADA REVISED STATUTES ("NRS") CHAPTER 338 AND WHETHER TO AWARD CONTRACT NO. 23300291 FOR THE MILLS PARK MAINTENANCE SHOP PROJECT ("PROJECT") TO COONS FOR A TOTAL AMOUNT NOT TO EXCEED \$448,942.84.**

**11.D FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING AUTHORIZATION TO PURCHASE ONE DIESEL STANDBY GENERATOR FOR USE AT THE CARSON CITY PUBLIC SAFETY COMPLEX FOR A NOT TO EXCEED AMOUNT OF \$97,960 UTILIZING JOINDER CONTRACT 092222-CAT BETWEEN CATERPILLAR INC. ("CATERPILLAR") AND SOURCEWELL.**

**11.E FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING CONTRACT NO 23300325 FOR ATKINS NORTH AMERICA, INC. ("ATKINS") TO UPDATE CARSON CITY'S WATER SYSTEM MODEL FOR A NOT TO EXCEED AMOUNT OF \$58,010.**

**END OF CONSENT AGENDA**

**ORDINANCES, RESOLUTIONS, AND OTHER ITEMS**

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

No items were pulled from the Consent Agenda.

**13. FIRE**

**13.A FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING (1) PROPOSED AMENDMENT #6 TO THE NEVADA DIVISION OF FORESTRY GRANT FUNDED**

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**THROUGH SENATE BILL 508 (2019) FOR WILDLAND FUELS MITIGATION (“NDF GRANT”) TO EXTEND THE NDF GRANT TERM THROUGH MAY 31, 2023, AND (2) PROPOSED AMENDMENT #7 TO THE NDF GRANT TO APPROVE CARSON CITY’S REQUEST TO INCREASE HOURLY RATES FOR PERSONNEL RATES CHARGED AGAINST THE NDF GRANT.**

(8:54:24) – Mayor Bagwell introduced the item. Deputy Fire Chief Aaron Lowe referenced the Staff Report and supporting documentation, incorporated into the record, and recommended approval of amendments No. 6 and No. 7. Deputy District Attorney Adam Tully noted a date error on page 2 of the Amendment No. 7 document. He explained that Expiration Date: 06/30/2021 should read Expiration Date: 05/31/2023. There were no Board or public comments. Mayor Bagwell entertained a motion.

**(8:57:11) – Supervisor Giomi moved to approve Amendments No. 6 and 7 to the NDF Grant, with the changes to the Expiration Date as read into the record Supervisor Schuette seconded the motion.**

<b>RESULT:</b>	<b>APPROVED (5-0-0)</b>
<b>MOVER:</b>	Supervisor Giomi
<b>SECONDER:</b>	Supervisor Schuette
<b>AYES:</b>	Supervisors Giomi, Horton, Schuette, White, and Mayor Bagwell
<b>NAYS:</b>	None
<b>ABSTENTIONS:</b>	None
<b>ABSENT:</b>	None

**14. CITY MANAGER**

**14.A FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION, AND A PUBLIC HEARING REGARDING THE REPORT OF THE CITY MANAGER ON THE FISCAL IMPACT AND RECOMMENDED APPROVAL OF, A PROPOSED COLLECTIVE BARGAINING AGREEMENT (“CBA”) BETWEEN CARSON CITY AND THE CARSON CITY FIREFIGHTERS ASSOCIATION, LOCAL #2251 OF THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS (“IAFF”) ON BEHALF OF GRANT- AND CONTRACT-FUNDED WILDLAND FIRE EMPLOYEES, EFFECTIVE BEGINNING THE FIRST FULL PAY PERIOD FOLLOWING CBA EXECUTION THROUGH JUNE 30, 2026, WITH AN ESTIMATED FISCAL IMPACT OF \$1,567,018.45 OVER THE CBA’S TERM THAT WILL BE FULLY OFFSET BY THIRD-PARTY GRANTS AND CONTRACTS FUNDING THE POSITIONS.**

(8:57:35) – Mayor Bagwell introduced the item. Ms. Paulson thanked the negotiating teams and presented the Staff Report which included the proposed Collective Bargaining Agreement. Mayor Bagwell acknowledged the presence of several firefighters in the Boardroom and thanked them for their hard work. She also entertained Board and/or public comments and when none were forthcoming, she entertained a motion.

**(9:00:12) – Supervisor Giomi moved to approve the agreement and authorize the District Attorney's Office to make any necessary revisions that are clerical and not substantive when finalizing the agreement. Supervisor Schuette seconded the motion.**

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<b>RESULT:</b>	<b>APPROVED (5-0-0)</b>
<b>MOVER:</b>	Supervisor Giomi
<b>SECONDER:</b>	Supervisor Schuette
<b>AYES:</b>	Supervisors Giomi, Horton, Schuette, White, and Mayor Bagwell
<b>NAYS:</b>	None
<b>ABSTENTIONS:</b>	None
<b>ABSENT:</b>	None

**15. COMMUNITY DEVELOPMENT - PLANNING**

**15.A FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION TO ADOPT, ON SECOND READING, BILL NO. 106, A PROPOSED ORDINANCE REPEALING PROVISIONS GOVERNING CERTAIN COMMON OPEN SPACE DEVELOPMENT IN CARSON CITY.**

(9:00:52) – Mayor Bagwell introduced the item. Planning Manager Heather Ferris noted that at the Board’s request a transitory provision had been added to Section IV. 2 which would now read:

*IV.2. The amendatory provisions of this ordinance repealing chapter 17.10 of CCMC do not apply to an application filed before March 3, 2023, and the disposition of such an application must be controlled by the applicable sections of CCMC as they existed before the effective date of this ordinance.*

(9:01:13) – Ms. Ferris also informed Supervisor Giomi that only one application would be affected by this Bill. There were no additional Board or public comments; therefore, Mayor Bagwell entertained a motion.

**(9:02:14) – Supervisor White moved to adopt, on second reading, Bill No. 106, Ordinance No. 2023 –5. Supervisor Schuette seconded the motion.**

<b>RESULT:</b>	<b>APPROVED (5-0-0)</b>
<b>MOVER:</b>	Supervisor White
<b>SECONDER:</b>	Supervisor Schuette
<b>AYES:</b>	Supervisors Giomi, Horton, Schuette, White, and Mayor Bagwell
<b>NAYS:</b>	None
<b>ABSTENTIONS:</b>	None
<b>ABSENT:</b>	None

**15.B FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING A REQUEST FROM CARSON CITY (“APPLICANT”) TO ADOPT, ON SECOND READING, BILL NO 104, AN ORDINANCE AMENDING THE ZONING MAP TO CHANGE THE ZONING FROM LIMITED INDUSTRIAL (“LI”) AND SINGLE-FAMILY 1 ACRE (“SF1A”) TO SINGLE-FAMILY 6,000 (“SF6”) FOR ASSESSOR’S PARCEL NUMBER (“APN”) 010-061-87; FROM SF1A TO SF6 FOR THE SOUTHERN, APPROXIMATELY 4.5 ACRES OF APN 010-061-84 ADDRESSED AT 1601 FAIRVIEW**

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**DRIVE; AND FROM LI TO SF6 FOR THE NORTHERN, APPROXIMATELY 9.7 ACRES OF APN 010-061-76 ADDRESSED AT 1700 COLORADO STREET.**

(9:02:43) – Mayor Bagwell introduced the item and Ms. Ferris explained that there had been no changes to the document. There were no public and/or Board comments. Mayor Bagwell entertained a motion.

**(9:03:49) – Supervisor Schuette moved to adopt, on second reading, Bill No. 104, Ordinance No. 2023 –4. Supervisor Horton seconded the motion.**

<b>RESULT:</b>	<b>APPROVED (4-1-0)</b>
<b>MOVER:</b>	Supervisor Schuette
<b>SECONDER:</b>	Supervisor Horton
<b>AYES:</b>	Supervisors Giomi, Horton, Schuette, and Mayor Bagwell
<b>NAYS:</b>	Supervisor White
<b>ABSTENTIONS:</b>	None
<b>ABSENT:</b>	None

**16. PUBLIC WORKS**

**16.A FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION TO ADOPT, ON SECOND READING, BILL NO. 107, A PROPOSED ORDINANCE APPROVING A DEVELOPMENT AGREEMENT BETWEEN CARSON CITY AND PALASEEK LLP, OIKOS DEVELOPMENT CORPORATION AND SIERRA FLATS FAMILY I LP CONCERNING THE CONVEYANCE OF APPROXIMATELY 3.41 ACRES OF CITY-OWNED LAND AND THE DEVELOPMENT OF THE SECOND PHASE OF AN AFFORDABLE HOUSING PROJECT ON THAT LAND, LOCATED AT ASSESSOR’S PARCEL NUMBER (“APN”) 010-037-06 (“PHASE 2 PROPERTY”).**

(9:04:15) – Mayor Bagwell introduced the item. Michael Snodgrass of Oikos Development Corporation informed the Board that due to weather issues, Phase 1 of the project was 90 days behind schedule. There were no comments by the Board or the public; therefore, Mayor Bagwell entertained a motion.

**(9:06:44) – Supervisor Giomi moved to adopt, on second reading, Bill No. 107, Ordinance No. 2023 –6. Supervisor Schuette seconded the motion.**

<b>RESULT:</b>	<b>APPROVED (4-1-0)</b>
<b>MOVER:</b>	Supervisor Giomi
<b>SECONDER:</b>	Supervisor Schuette
<b>AYES:</b>	Supervisors Giomi, Horton, Schuette, and Mayor Bagwell
<b>NAYS:</b>	Supervisor White
<b>ABSTENTIONS:</b>	None
<b>ABSENT:</b>	None

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**16.B FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING A PROPOSED RESOLUTION CONCERNING AN APPLICATION UNDER NEVADA REVISED STATUTES (“NRS”) 244.287 FOR THE CONVEYANCE, WITHOUT CONSIDERATION, OF APPROXIMATELY 3.41 ACRES OF UNDEVELOPED LAND DESIGNATED AS ASSESSOR’S PARCEL NUMBER (“APN”) 010-037-06 (“PHASE 2 PROPERTY”), WHICH IS OWNED BY CARSON CITY, TO OIKOS DEVELOPMENT CORPORATION (“OIKOS”), A TAX-EXEMPT 501(C)(3) ORGANIZATION, FOR THE DEVELOPMENT OF THE SECOND PHASE OF AN AFFORDABLE HOUSING PROJECT (“PHASE 2 PROJECT”).**

(9:07:18) – Mayor Bagwell introduced the item. Deputy Public Works Director Dan Stucky informed the Board that there were no changes to the Resolution. He also explained that Staff had sent out the required notices to the residents; however, they had not received any responses. There were no public or Board or public comments; therefore, Mayor Bagwell entertained a motion.

**(9:08:28) – Supervisor Schuette moved to adopt Resolution No. 2023-R-5. Supervisor Giomi seconded the motion. The motion was seconded by Supervisor Giomi.**

<b>RESULT:</b>	<b>APPROVED (4-1-0)</b>
<b>MOVER:</b>	Supervisor Schuette
<b>SECONDER:</b>	Supervisor Giomi
<b>AYES:</b>	Supervisors Giomi, Horton, Schuette, and Mayor Bagwell
<b>NAYS:</b>	Supervisor White
<b>ABSTENTIONS:</b>	None
<b>ABSENT:</b>	None

**17. PARKS, RECREATION & OPEN SPACE**

**17.A FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING A PROPOSED REQUEST FOR QUALIFICATIONS (“RFQ”) FOR THE SOUTH CARSON STREET/SOUTH STEWART STREET ROUNDABOUT PUBLIC ART PROJECT.**

(9:09:11) – Mayor Bagwell introduced the item. Arts and Culture Supervisor Sierra Scott gave background and presented the Staff Report and supporting documentation, all of which are incorporated into the record, and responded to clarifying questions. Supervisor Schuette believed the timeline was short and Ms. Scott agreed. Supervisor White indicated he would support the project and considered the budget “light.” Supervisor Giomi did not wish “to short change this” and recommended utilizing additional Redevelopment funds for the project. Mayor Bagwell cautioned against having an artist “with no constraints” and recommended some flexibility for artists. Supervisor Giomi wished to see the entire amount utilized for artwork and not for installation and recommended utilizing some of the undesignated Redevelopment funds for installation. Mayor Bagwell suggested negotiating “a longer warranty period” and recommended mandating the site visit by the selected artist. She also wished to ensure the Board would have the power of rejection. No action was taken on the item and the Board invited Ms. Scott to agendize the item again for the next Board meeting.

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**18. CITY MANAGER**

**18.A FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING COORDINATION OF LEGISLATIVE ACTIVITY ON PENDING STATE LEGISLATION BEFORE THE NEVADA LEGISLATURE AND WHETHER TO ADOPT AN OFFICIAL POLICY POSITION OR DIRECT STAFF TO ADVOCATE FOR OR AGAINST ANY SUCH LEGISLATION, INCLUDING THE SUBMITTAL OF PROPOSED AMENDATORY LANGUAGE.**

(9:29:10) – Mayor Bagwell introduced the item. Government Affairs Liaison Stephen Wood provided updates on the Bills concerning the Board.

- SB16 (Revises various provisions of the Charter of Carson City) – voted out of the Senate Government Affairs Committee unanimously.
- SB11 (Requires the Department of Public Safety to adopt certain regulations relating to unmanned aerial vehicles) – voted out of committee with the amendment proposed by this Board.
- AB60 (Revises provisions governing local improvements.) – Bill will be “work sessioned.”
- AB 240 (Revises provisions governing the cultivation, growing or production of cannabis by certain persons) – Chair of the Committee is not allowing this bill to move past the hearing without an amendment she is comfortable with.
- AB258 (Revises provisions relating to regional commercial air service in this State) – will be “work sessioned” this afternoon. Mr. Wood recommended opposing the Bill as the proposed amendments were rejected. and noted serious concerns with the way it is written now.

**(9:37:04) – Supervisor Schuette moved to strongly oppose AB258. The motion was seconded by Supervisor Horton and carried 5-0-0.**

- SB205 (Revises provisions relating to the registration of off-highway vehicles). Supervisor White disclosed that he was the Chairman of the Nevada Commission on OHVs. Mr. Reese noted that since his position was appointed, it did not represent a conflict of interest. Supervisor White also recommended supporting the Bill, with the conceptual amendment.

**(9:43:09) – Supervisor Giomi moved to support SB205 with the conceptual amendment discussed on the record. The motion was seconded by Supervisor Horton and carried 5-0-0.**

- SB338 (Revises provisions relating to off-highway vehicles) – Mr. Wood expected an amendment that has not yet been posted. Supervisor White recommended opposing the Bill as written and working with the sponsor on an amendment.

**(9:52:40) – Mayor Bagwell moved to oppose the Bill as written and allow Staff to work with the sponsor for amendments. The motion was seconded by Supervisor Giomi and carried 5-0-0.**

- AB429 (Revises provisions relating to aviation) – Mr. Wood recommended supporting the bill to receive State funding for rural airports.

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**(9:55:24) – Supervisor Giomi moved to support AB429. The motion was seconded by Supervisor Horton and carried 5-0-0.**

Supervisor Schuette inquired about AB112 (Establishes provisions relating to wildlife crossings) and Mr. Wood offered to monitor that bill as well.

**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**

(9:57:38) – Mayor Bagwell introduced the item. Ms. Paulson reminded the Board that the City’s budget discussion would be agendaized for the next meeting. She noted that many construction contracts would also be agendaized. Mayor Bagwell referenced the handout she had distributed and invited everyone to attend Mark Twain Days. She also thanked all those who had assisted with the celebration and invited everyone to join her to unveil the new Mark Twain mural on the side of the Nevada State Museum at 2:30 p.m. this afternoon. Supervisor Schuette gave background on the Carson Animal Shelter Initiative (CASI) and announced the upcoming fundraiser, Bark, Whine, and Dine, on April 22, 2023 at the Casino Fandango ballroom. Supervisor White stated that the Nevada State Prison Preservation Society’s just-released summer day tour tickets had sold out in less than 48 hours. He encouraged purchasing tickets for the July and August tours as soon as possible.

**CLOSED NON-MEETING TO CONFER WITH MANAGEMENT REPRESENTATIVES AND COUNSEL.**

(10:01:16) – Mayor Bagwell announced that this item would take place after adjournment.

**20. PUBLIC COMMENT**

(10:01:30) – Mayor Bagwell entertained final public comments; however, none were forthcoming.

**21. FOR POSSIBLE ACTION: TO ADJOURN**

(10:01:33) – Mayor Bagwell adjourned the Board of Supervisors meeting at 10:01 a.m.

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The Minutes of the April 6, 2023 Carson City Board of Supervisors meeting are so approved on this 4<sup>th</sup> day of May, 2023.

\_\_\_\_\_  
LORI BAGWELL, Mayor

ATTEST:

\_\_\_\_\_  
SCOTT HOEN, Clerk-Recorder



**CARSON CITY BOARD OF SUPERVISORS  
CARSON CITY PLANNING COMMISSION  
Minutes of the March 3, 2023 Joint Work Session  
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**DRAFT**

A special Joint Work Session of the Carson City Board of Supervisors and the Carson City Planning Commission was scheduled for 8:15 a.m. on Friday, March 3, in the Nugget Hall of the Western Nevada College, 2201 West College Parkway, Carson City, Nevada.

**BOARD OF SUPERVISORS PRESENT:**

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

**PLANNING COMMISSION PRESENT:**

Chairperson Teri Preston  
Vice Chair Sena Loyd  
Commissioner Charles Borders, Jr.  
Commissioner Ellen DeChristopher  
Commissioner Nathaniel Killgore  
Commissioner Vern Krahn  
Commissioner Richard Perry

**STAFF:**

Nancy Paulson, City Manager  
Scott Hoen, Clerk-Recorder  
Dan Yu, Assistant District Attorney  
Hope Sullivan, Community Development Director  
Stephanie Hicks, Deputy City Manager  
Tamar Warren, Senior Deputy Clerk

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**1 - 3. CALL TO ORDER, ROLL CALL, AND PLEDGE OF ALLEGIANCE**

Mayor Bagwell called the meeting to order at 8:20 a.m. Mr. Hoen called roll and noted the presence of a quorum. No flag was present; therefore, the Pledge of Allegiance did not take place.

**4. PUBLIC COMMENT**

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CARSON CITY PLANNING COMMISSION  
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Mayor Bagwell explained the public comment process, noting that they would be heard at the beginning of the meeting, at the end of a meeting, and during each agenda item. She also clarified that item 5.B would be grouped into relevant sections for discussion and comments and entertained initial public comments.

Dr. Jennifer Verive read a prepared statement encouraging the Board to prohibit slaughterhouses in Carson City and remove them from Title 18 as they were incompatible with Carson City and its values. Maxine Nietz explained that she had not been notified of the Title 18 review meetings, objected to the “squished” homes being built, wished to keep the 6,000-square-foot minimum lot size in place, and handed out copies of suggested ordinance text. She also recommended that those wishing to live in apartments should move away to places like Sacramento [CA]. Midge Breeden recommended that builders make climate-friendly decisions such as putting heat pumps instead of gas furnaces, electric stoves instead of gas ones, and condominiums that share a common wall to conserve energy. Richard Nagel announced the passing of Bob Davis of the First Presbyterian Church of Carson City and sent prayers and condolences to his wife Jennifer. Greg Novak noted that development occurs on federal, State, and Tribal properties in Carson City that are not within the City’s jurisdiction. He noted the impact of public versus private streets and informed everyone that upon completion, the City’s freeway would have six lanes which would impact noise and traffic studies.

**5. AGENDA ITEMS**

**5.A FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING AN OVERVIEW OF AND POSSIBLE PROPOSALS FOR FUTURE AMENDATORY REVISIONS TO THE ORDINANCE PROVISIONS CONTAINED IN TITLE 17 OF THE CARSON CITY MUNICIPAL CODE WHICH GOVERN THE DIVISION AND SUBDIVISION OF LAND IN CARSON CITY.**

Mayor Bagwell introduced the item. Ms. Sullivan gave background, reviewed the Title 17 presentation which is incorporated into the record, and responded to clarifying questions. Mayor Bagwell entertained Board discussion and recommended choosing between Titles 17.09 and 17.10 and noted her preference for the open space requirements in Title 17.09. Supervisor Giomi gave background on the origins of Title 17.10 and believed in eliminating Title 17.10 and keeping Title 17.09. Supervisor White referenced a public comment email from Bob Weise, incorporated into the record, and agreed with Mr. Weise’s recommendation that “[Title] 17.10 should just go away.” Supervisor Horton was also in agreement that Title 17.10 should be eliminated. Supervisor Schuette reminded everyone that Titles 17.09 and 17.10 were intended to ensure the preservation and protection of open space and cultural and natural resources and wished to see that aspect continued. She acknowledged the disappointment caused by developments but also noted that both Titles provided opportunities for everyone that cannot afford homes that are zoned as Single Family 6,000 or 12,000 to live in nice places.

Commissioner DeChristopher noted that the Planning Commission relied on the Carson City Municipal Code (CCMC) for its decisions and preferred to see it “tighter.” She also hoped to continue the conversation openly and as a community, not just as particular neighborhoods. Commissioner Killgore agreed with Mr. Weise’s email and wished to see Title 17.10 eliminated. Commissioner Loyd agreed with Supervisor Schuette’s comments that a vibrant community was based on a diverse age group, professions, and geography. She recommended taking that into consideration “in whatever we do with Titles 17.09 and 17.10.” Chairperson Preston believed in having diversified housing and provided personal and anecdotal information to support it. She wished to consider “the

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**DRAFT**

community as a whole and not one neighborhood.” Commissioner Perry believed that detention basins should not be used as common open spaces but was in favor of having walking and bicycling paths. Commissioner Borders believed that Title 17.10 created more density but not open space. He encouraged the Commission to work on Title 17.09 to solve the problems created by Title 17.10. He recommended taking action quickly to either eliminate or put a moratorium on Title 17.10 because he anticipated at least one or two upcoming projects with Title 17.10 components. Commissioner Krahn echoed Commissioner Preston’s comments and wished to see the positive components of Title 17.10 incorporated into Title 17.09 to be more flexible. Supervisor Giomi noted that all the components of Title 17.10 were present in Title 17.09 and recommended eliminating Title 17.10 and Mayor Bagwell explained that the elimination of a code would be much quicker and easier than a rewrite. She reminded both boards that at least one pending application would be affected and should be addressed. Mr. Yu advised directing the District Attorney’s Office to take appropriate action for the moratorium or the elimination of Title 17.10. Ms. Sullivan believed that “there are positives with [Title] 17.09 and some issues with [Title] 17.10.” She also confirmed for Mayor Bagwell that projects eligible under Title 17.10 could be carried out under Title 17.09. Mayor Bagwell entertained public comments.

Dave Saarem noted that most of his prepared comments had already been discussed and recommended a public workshop on Title 17.10. Maxine Nietz believed that common open space was actually private open space and recommended enforcing the rules that are already there. She also advocated slow and “intelligent” growth. Christine Sylvester recommended clearly defined codes and wished to have them reflect the values of the community. Ms. Sylvester was not in favor of high-density housing. Jeffrey Foltz wished to ensure that “developments do not slip under the wire under [Title] 17.10 before you initiate the moratorium...including the Anderson Ranch West Project.” Mayor Bagwell clarified that this meeting’s decision would not impact said project because “they legally filed while the law was in place.” Paul Esswein was in favor of repealing Title 17.10; however, he suggested revising Title 17.09 to require multiple housing types within a Planned Unit Development (PUD) and dimensional design requirements for open space. On behalf of the Board, Mayor Bagwell thanked Mr. Esswein for his past years of service on the Planning Commission.

Richard Nagel was “dismayed to find out that open space is not public space.” He likened it to covering museum art and was in favor of repealing Title 17.10. Another public commenter (inaudible name) believed in a disconnect between “the community and the government” regarding the definition of open space. She was disappointed to see development in her former town not reflect what the community wanted and believed that housing growth was exceeding job growth. Betsy Strasburg thanked the Board of Supervisors and the Planning Commission for reaching a consensus regarding Title 17.10 and hoped that other changes to ordinances are discussed in a workshop format. LeAnn Saarem also expressed her appreciation to the Board and the Commission for wanting to eliminate Title 17.10 and noted the similarities between Titles 17.09 and 17.10. She recommended joint discussions with the community should Title 17.09 changes be discussed.

Paul Longshore noted that the spirit of Title 17.10 was “awesome;” however, it was not followed by developers, and was in favor of repealing it. Karen Stephens suggested having some evening/Saturday meetings to accommodate younger residents with jobs. Mariann Humphrey expressed disappointment in the rapid growth of Carson City and believed it would impact medical, police, fire, and other services. Heather Koeche was pleased to hear the Board’s and the Commission’s positions on eliminating Title 17.10 and recommended involving the community during Title 17.09 discussions. Ms. Koeche was also concerned about traffic and opposed traffic

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**DRAFT**

studies done by developers. Carolyn Ingbar, whose written public comment is incorporated into the record, explained that “high density does not mean affordability” and noted that many people preferred “space.” She also noted that the Master Plan, paid by taxpayers, was being “ignored.” Sue Masiello cited the example of her former township in Pennsylvania and believed that a community did not need growth to survive.

Sandy Koch referenced the written public comments by Bob Weise that highlighted the issues with Title 17.10, noting that Mr. Weise had also pointed out issues with Title 17.09. She recommended collecting comments from neighbors regarding open space and recommended a book titled “Happy City” and believed that open space allowed interaction between community members and helped them feel safer. Annette Mankins cited the example of Silver Oak Development and noted that the Planning Commission should have required height restrictions. She also expressed concern about water availability. Robyn Orloff was pleased to hear discussion “about an item that is so important to the community.” Frank Dawes was in favor of a moratorium on Title 17.10; however, he recommended incorporating “the better part of [Title] 17.10” pertaining to flexibility in future decision-making and recommended looking into infrastructure as part of the decision-making process. Mayor Bagwell entertained additional comments and when none were forthcoming, she entertained Board discussion or a motion. Supervisor Giomi offered to make a motion; however, he also wished to ensure that the Planning Commission would take up revising Title 17.09 as soon as possible. Commissioner Loyd recommended looking into conformity with the Nevada Revised Statute (NRS).

**MOTION: Supervisor Giomi moved to direct the District Attorney’s Office to work with Staff to take appropriate legal action to implement a suspension of [CCMC] Title 17.10, which should be carried out with as much expediency as possible. The motion was seconded by Supervisor White and carried 12-0-0.**

Mayor Bagwell recessed the meeting.

**5.B FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING A COMPREHENSIVE FRAMEWORK OF PROPOSED AMENDATORY REVISIONS TO THE ORDINANCE PROVISIONS CONTAINED IN TITLE 18 OF THE CARSON CITY MUNICIPAL CODE WHICH GOVERN ZONING MATTERS IN CARSON CITY.**

Mayor Bagwell reconvened the meeting and introduced the item. District Attorney Jason Woodbury gave background and thanked the Board of Supervisors, the Planning Commission, the current and former Community Development Directors, and the Planning Division Staff for providing direction, calling the task difficult because it entailed a major revision of CCMC Title 18. Mr. Woodbury also praised the efforts of Assistant District Attorney Yu “for his hours of labor” and “for holding himself to a higher standard.”

Mr. Yu thanked Ms. Sullivan for her extensive knowledge of CCMC, and the Board and Commission for their direction. He also reviewed a PowerPoint presentation, incorporated into the record, which included the Title 18 revision objectives: policy directions from elected and appointed officials, implementation considerations from City planners (noting that he had revised every section of the Title), and next steps. Mr. Yu explained that the revisions were both substantive and stylistic and provided examples of both in his presentation. Ms. Sullivan thanked Mr. Woodbury’s office for their cooperation, especially Mr. Yu who had worked diligently and had given up personal time to complete the revisions. Mayor Bagwell called the revisions “well done” and explained to

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members of the public the intricacies and “all the moving parts” of the document. She also noted that the proposed Ordinance review discussion would take place in sections for a more focused discussion. The sections were broken down as follows: Pages 1-36, 37-53, 53-64, 65-76, 77-136, 137-178, 179-235. Mr. Yu and Ms. Sullivan also responded to clarifying questions.

Supervisor White noted that the Title 18 revision was a direct result of listening to the community. Discussion ensued regarding Special Use Permits. Mayor Bagwell clarified that the term “special” was used to define certain conditions and consequences of an allowed business, such as ensuring no fumes are emitted. She also clarified that any business license may be revoked for non-compliance. Mr. Yu noted that the term “conditional use permit” has been used in lieu of “special use permit.” Ms. Sullivan recommended allowing non-owners of a property to become applicants (since many properties were owned by corporations or individuals who did not reside in Carson City) provided they had authorization from property owners. Mr. Yu offered to provide a comprehensive review prior to implementing the recommendation, to avoid inconsistencies. Regarding Planning Commission duties, the Commission Chair’s term was discussed, and the Commission preferred to have the ability to extend the term via reelection. Mr. Yu also offered to review the meeting cancellation policy and compare it to the Nevada Revised Statute (NRS). Supervisor Giomi inquired about incorrect information on an application and Ms. Sullivan explained that Staff confronted applicants when their statements are not accurate.

Mayor Bagwell recessed the meeting for lunch. The discussion continued when she reconvened the meeting. Ms. Sullivan reviewed the fee schedule (pages 73, 74, and 75) and clarified for Supervisor Giomi that a Minor Special Use Permit would take the same amount of staff time to process; however, the fees were less because the application could be for a home-based business such as a daycare. She also informed Commissioner Borders that to comply with the NRS, fees must be included in the Ordinance. Commissioner Loyd recommended having applicants provide proof of payment of property taxes and Ms. Sullivan noted the information is requested on a form. Commissioner Loyd also suggested using electronic media for notifications instead of mailings. Supervisor Giomi noted that since the moratoriums are issued by the Board of Supervisors, there would be no need to refer them back to the Planning Commission. Commissioner Borders recommended eliminating the Tourist Commercial (TC) and Air Industrial Park (AIP) districts and Ms. Sullivan noted that the Board had also requested looking into the General Industrial Airport (GIA).

Chairperson Preston wished to see the expansion of medical use and a better delineation than Retail Commercial (RC) zoning, adding that medical use would require more parking. Supervisor White wished to see a better definition of open space and Ms. Sullivan noted that common open space would also include passive open space. Supervisor Schuette wished to explore the possibility of designating floodplain areas as open space. Supervisor Giomi recommended having windmills painted in earth tones and Commissioner Borders suggested adding a solar energy component as well. In Commercial and Industrial districts, Commissioner Perry was not in favor of ammunition manufacturing near an airport.

Mayor Bagwell entertained general discussion. Based on a formatting request, Mr. Yu noted that he was not using drafting tools; therefore, the formatting had been done manually. Discussion ensued regarding workforce housing and Supervisor Giomi believed that the only way to accomplish that would be to incentivize developers and recommended addressing the issue in Title 17.09, specifically in Development Standards. Commissioner

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Lloyd suggested having better electric vehicle charging stations. Mayor Bagwell thanked the participants for a productive meeting. It was recommended to have a similar meeting to discuss Title 17.

The following public comments were heard throughout the discussion. Ms. Nietz explained that Title 18 should promote the health and welfare of Carson City’s citizens and the appropriate use of the land. She recommended having control over aspects such as gullies, earthquake faults, flood zone, etc., and requested preventing development and changes in those areas. Ms. Nietz believed that developers should not have priority over taxpayers. She also stated that many applicants have “lied on their applications.” Ralph Thomas recommended using scientific names for products such as marijuana. An audience member commented on meeting Conditions of Approval and Mayor Bagwell stated, “We have the right to say no if they don’t meet the Conditions of Approval.” She also clarified that many applications do not reach the Planning Commission if they do not meet the Conditions of Approval. Mr. Esswein believed that if a parcel is in a sensitive area, development should occur outside that area. Mr. Dawes received clarification that firearm sales were allowed where federally permitted. No action was taken on this item.

**6. PUBLIC COMMENT**

Mayor Bagwell entertained final public comments. Ms. Strasburg recommended exploring alternative methods of public notification such as an opt-in electronic communication program or media alerts.

**7. FOR POSSIBLE ACTION: TO ADJOURN AS THE JOINT WORK SESSION MEETING OF THE BOARD OF SUPERVISORS AND THE PLANNING COMMISSION.**

Mayor Bagwell adjourned the meeting at 4:15 p.m.

The Board of Supervisors meeting agendaized below did not take place.

**8. CALL TO ORDER – BOARD OF SUPERVISORS**

**9. ROLL CALL**

**10. PUBLIC COMMENT**

**11. AGENDA ITEMS**

**11.A FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING AN OVERVIEW OF THE OPERATION AND STATUS OF NON-TRANSIENT LODGING AND TRANSIENT LODGING, INCLUDING HOTEL/MOTELS, LOCATED IN CARSON CITY.**

This item was pulled from the agenda.

**12. PUBLIC COMMENT**

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**DRAFT**

**13. FOR POSSIBLE ACTION: TO ADJOURN AS THE BOARD OF SUPERVISORS**

The Minutes of the March 3, 2023 Carson City Board of Supervisors and Carson City Planning Commission Joint Work Session are so approved on this 4<sup>th</sup> day of May, 2023.

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LORI BAGWELL, Mayor

ATTEST:

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SCOTT HOEN, Clerk-Recorder

Attachments: written public comments



# PROCLAMATION

## **Bike Month**

**May 2023**

**WHEREAS**, the bicycle is a healthy and eco-friendly form of alternative transportation and an excellent tool for recreation and enjoyment of Carson City's scenic beauty; and

**WHEREAS**, Carson City recognizes bicyclists as legitimate roadway users who are therefore entitled to legal and responsible use of all public roadway facilities in Carson City; and

**WHEREAS**, Carson City, recognizing the use of bicycles as a viable mode of transportation, endeavors to promote safe and responsible bicycling and is committed to incorporating the continued development of bicycle infrastructure through the implementation of the Complete Streets concept; and

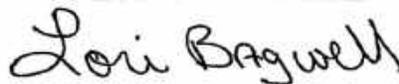
**WHEREAS**, Carson City has been designated as a Bronze Level Bicycle Friendly City by the League of American Bicyclists; and

**WHEREAS**, creating a bicycle-friendly community has been shown to improve citizens' health, well-being, and quality of life, grow the economy, attract tourism dollars, improve traffic safety, and reduce pollution, congestion, and wear and tear on our streets and roads; and

**WHEREAS**, throughout the month of May, the residents of Carson City will experience the joys of bicycling through educational programs, commuting events, or by simply getting out and going for a ride;

**NOW, THEREFORE, I**, Lori Bagwell, Mayor of Carson City, Nevada do hereby proclaim May 2023 as Bike Month in Carson City.

Dated this 1st day of May 2023.



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Lori Bagwell, Mayor



# Proclamation

## “Historic Preservation and Archaeological Awareness Month”

May 2023

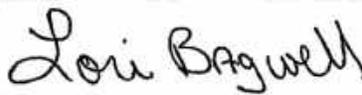
**WHEREAS**, historic preservation and archaeological awareness are affective tools for managing growth and sustainable development, revitalizing neighborhoods, fostering local pride and maintaining community character while enhancing livability; and

**WHEREAS**, historic preservation and archaeological awareness are relevant for communities across the nation, both urban and rural, and for Americans of all ages, all walks of life and all ethnic backgrounds; and

**WHEREAS**, it is important to celebrate the role of history in our lives and the contributions made by dedicated individuals in helping to preserve the tangible aspects of the heritage that has shaped us as people;

**NOW, THEREFORE**, I, Lori Bagwell, Mayor of Carson City, Nevada, do hereby proclaim May 2023 as “**Historic Preservation and Archaeological Awareness Month**”, and call upon the people of Carson City to join their fellow citizens across the Nevada in recognizing and participating in this special observance.

Dated this 1<sup>st</sup> day of May 2023



Lori Bagwell, Mayor



# PROCLAMATION

## Nevada Wildfire Awareness Campaign

May - October 2023

**WHEREAS**, wildfire significantly impacts Nevada’s environmental, economic and social well-being; and

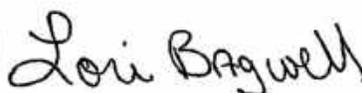
**WHEREAS**, residents must prepare to survive wildfire by ensuring proper management of vegetation surrounding the home and appropriate home construction and maintenance to resist ignition; and

**WHEREAS**, residents need to work together to prepare their homes and communities to survive wildfire and commit to become fire adapted; and

**WHEREAS**, residents can save precious time in an evacuation by preparing a go-bag and family evacuation plan ahead of time;

**THEREFORE**, I, Lori Bagwell, Mayor of Carson City, Nevada on behalf of the Board of Supervisors, do hereby proclaim the Nevada Wildfire Awareness Campaign from May through October 2023. This is a means for education and a call for residents of Carson City to act now to “Protect our Home, Prepare for Wildfire.” Reduce the threat, and become fire adapted.

Dated this 1<sup>st</sup> day of May 2023



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Lori Bagwell, Mayor





## STAFF REPORT

**Report To:** Board of Supervisors **Meeting Date:** May 4, 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 April 21, 2023, per NRS 251.030 and NRS 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](http://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 April 21, 2023.

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 04-21-2023.pdf](#)

**Board Action Taken:**

Motion: \_\_\_\_\_

1) \_\_\_\_\_

2) \_\_\_\_\_

Aye/Nay

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Vote Recorded By)

# CONDITION OF THE TREASURY REPORT

CASH ACTIVITY BETWEEN 4/7/2023 & 4/21/2023

FUND	FUND NAME	BEGINNING BALANCE	RECEIPTS	DISBURSEMENTS	ENDING BALANCE
101	GENERAL FUND	\$ 18,858,328.08	\$ 1,669,472.77	\$ 1,705,819.72	\$ 18,821,981.13
201	AIRPORT FUND	0.07	-	-	0.07
202	COOPERATIVE EXTENSION FUND	315,655.82	576.31	470.73	315,761.40
208	SUPPLEMENTAL INDIGENT FUND	2,306,923.40	5,177.69	18,217.79	2,293,883.30
210	CAPITAL PROJECTS FUND	26,793,525.64	7,333.79	37,780.07	26,763,079.36
215	SENIOR CENTER FUND	528,996.72	2,281.14	21,888.25	509,389.61
225	CARSON CITY TRANSIT FUND	472,799.15	264,276.05	78.86	736,996.34
230	LIBRARY GIFT FUND	123,008.19	7.00	-	123,015.19
235	LANDSCAPE MAINTENANCE FUND	610,310.44	291.78	1,764.86	608,837.36
236	ADMINISTRATIVE ASSESSMENT FUND	30,185.41	1,456.00	1,255.32	30,386.09
237	S. CARSON NEIGHBORHOOD IMPROV. DIST.	95,026.94	133.01	-	95,159.95
240	TRAFFIC/TRANSPORTATION FUND	21,199.07	255.00	168.75	21,285.32
245	CAMPO FUND	37,310.94	-	6,286.28	31,024.66
250	REGIONAL TRANSPORTATION FUND	4,949,272.97	100,322.56	27,294.70	5,022,300.83
253	V & T INFRASTRUCTURE FUND	3,076,352.47	-	127.25	3,076,225.22
254	QUALITY OF LIFE FUND	5,741,048.52	5,751.00	34,146.99	5,712,652.53
256	STREET MAINTENANCE FUND	1,380,988.31	38,078.12	101,695.48	1,317,370.95
275	GRANT FUND	18,251,216.37	648,447.59	221,897.15	18,677,766.81
280	COMMISSARY FUND	104,164.15	13,430.10	4,120.81	113,473.44
287	911 SURCHARGE FUND	997,105.40	-	1,071.02	996,034.38
310	INFRASTRUCTURE TAX FUND	7,889,895.76	4,200.00	1,026.35	7,893,069.41
340	EXTRAORDINARY MAINTENANCE FUND	14,935,030.16	-	263.43	14,934,766.73
350	RESIDENTIAL CONSTRUCTION TAX FUND	1,075,046.51	20,000.00	-	1,095,046.51
410	DEBT SERVICE FUND	1,804,211.00	-	-	1,804,211.00
501	AMBULANCE FUND	4,900,697.50	132,430.49	165,760.20	4,867,367.79
505	STORMWATER FUND	1,028,665.60	113,154.74	587,965.90	553,854.44
510	WASTEWATER FUND	24,420,550.88	740,124.32	179,716.79	24,980,958.41
520	WATER FUND	26,304,429.30	599,083.68	222,248.97	26,681,264.01
525	BUILDING PERMITS FUND	1,225,955.30	102,048.85	13,220.21	1,314,783.94
530	CEMETERY FUND	562,220.39	1,088.14	3,622.38	559,686.15
560	FLEET MANAGEMENT FUND	2,224,962.85	-	97,558.77	2,127,404.08
570	GROUP MEDICAL INSURANCE FUND	(248,218.47)	405,336.27	96,167.20	60,950.60
580	WORKERS COMPENSATION FUND	3,198,208.72	84,461.48	17,143.05	3,265,527.15
590	INSURANCE FUND	2,537,315.39	1,313.00	41,812.12	2,496,816.27
602	REDEVELOPMENT ADMINISTRATIVE FUND	221,257.51	-	11,399.92	209,857.59
603	REDEVELOPMENT REVOLVING FUND	4,200,439.60	-	4,671.29	4,195,768.31
604	REDEVELOPMENT TAX INCREMENT FUND	571,343.02	12,356.95	-	583,699.97
730	SCHOOL DEBT FUND	14,862,764.89	26,099.71	-	14,888,864.60
740	CARSON CITY TOURISM AUTHORITY	3,497,446.68	24,734.90	53,196.96	3,468,984.62
748	CARSON CITY SCHOOL OPERATING FUND	980,476.27	33,767.96	-	1,014,244.23
750	STATE OF NEVADA FUND	1,163,016.55	75,946.68	-	1,238,963.23
752	RANGE IMPROVEMENT FUND	131.71	-	-	131.71
756	EAGLE VALLEY WATER DISTRICT FUND	225.46	26.95	-	252.41
760	WATER SUB-CONSERVANCY FUND	40,112.07	29,757.21	28,406.46	41,462.82
765	FISH AND GAME FUND	7,118.06	-	-	7,118.06
770	FORFEITURE ACCOUNT	98,287.53	-	-	98,287.53
780	DOWNTOWN NEIGHBORHOOD IMPROV. DIST.	138,740.97	39.78	6,600.00	132,180.75
793	CONTROLLER'S TRUST FUND	12,068.36	2,775.00	-	14,843.36
850	CARSON CITY OPEB TRUST FUND	2,728,789.47	83,976.65	-	2,812,766.12
<b>TOTAL</b>		<b>\$ 205,074,607.10</b>	<b>\$ 5,250,012.67</b>	<b>\$ 3,714,864.03</b>	<b>\$ 206,609,755.74</b>





## STAFF REPORT

**Report To:** Board of Supervisors

**Meeting Date:** May 4, 2023

**Staff Contact:** Carol Akers, Purchasing & Contracts Administrator and Sean Slamon, Fire Chief

**Agenda Title:** For Possible Action: Discussion and possible action regarding a proposed \$36,650 increase in purchase authority, beyond the previously approved \$80,000, for the purchase of emergency medical services (“EMS”) equipment and supplies utilizing joinder contract PS20180 (“Joinder Contract”) between the League of Oregon Cities and Life-Assist, Inc., resulting in a new not to exceed amount of \$116,650, through June 30, 2023. (Carol Akers, CAkers@carson.org and Sean Slamon, SSLamon@carson.org)

Staff Summary: The Carson City Fire Department (“CCFD”) utilizes the Joinder Contract to purchase EMS equipment and supplies that are used on a daily basis for EMS response. The additional \$36,650 will be used to purchase three handheld ultrasound machines for a total of \$16,650, and \$20,000 in medical supplies to outfit a new ambulance that will be ready for use in May 2023.

**Agenda Action:** Formal Action / Motion

**Time Requested:** Consent

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### **Proposed Motion**

I move to approve the increase in purchase authority.

### **Board's Strategic Goal**

Efficient Government

### **Previous Action**

June 16, 2022 (Item 16.E) – The Board of Supervisors approved the purchase of EMS equipment and supplies, utilizing the Joinder Contract, for a not to exceed amount of \$80,000, through June 30, 2023.

### **Background/Issues & Analysis**

This Joinder Contract allows CCFD to purchase EMS equipment and supplies at a discount of 15% or 31% off list price, depending on the product purchased.

Joinder contract being utilized:

League of Oregon Cities and Life-Assist, Inc., via NPPGov

Contract# PS20180, expires 5/29/2026

<https://nppgov.com/contract/life-assist/>

### **Applicable Statute, Code, Policy, Rule or Regulation**

NRS 332.195

### **Financial Information**

**Is there a fiscal impact? Yes**

**If yes, account name/number:** Ambulance Fund Medical Supplies Account / 5012525 500679,  
Equipment 5012525-507775

**Is it currently budgeted? Yes**

**Explanation of Fiscal Impact:** If approved, the Ambulance Medical Supplies and Equipment accounts will be reduced by a not to exceed amount of \$116,650 for Fiscal Year (“FY”) 2023. The available budget for FY 2023 in 5012525 500679 is \$67,422. The available budget for FY 2023 in 5012525 507775 is \$227,099.

**Alternatives**

Do not approve the purchase authority and/or provide alternative direction to staff.

**Attachments:**

[PS20180-Life-Assist-Medical Agreement.pdf](#)

**Board Action Taken:**

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

\_\_\_\_\_  
(Vote Recorded By)

**LEAGUE OF OREGON CITIES**

**MASTER PRICE AGREEMENT**

This Master Price Agreement is effective as of the date of the last signature below (the “Effective Date”) by and between the LEAGUE OF OREGON CITIES, an Oregon public corporation under ORS Chapter 190 (“LOC” or “Purchaser”) and LIFE-ASSIST, INC. (“Vendor”).

**RECITALS**

WHEREAS, the Vendor is in the business of selling certain PUBLIC SAFETY MEDICAL SUPPLIES, EQUIPMENT & MONITORS, as further described herein; and

WHEREAS, the Vendor desires to sell and the Purchaser desires to purchase certain products and related services all upon and subject to the terms and conditions set forth herein; and

WHEREAS, through a solicitation for PUBLIC SAFETY MEDICAL SUPPLIES, EQUIPMENT & MONITORS the Vendor was awarded the opportunity to complete a Master Price Agreement with the LEAGUE OF OREGON CITIES as a result of its response to Request for Proposal No. 1935 for PUBLIC SAFETY MEDICAL SUPPLIES, EQUIPMENT & MONITORS; and

WHEREAS, the LEAGUE OF OREGON CITIES asserts that the solicitation and Request for Proposal meet Oregon public contracting requirements (ORS 279, 279A, 279B and 279C et. seq.); and

WHEREAS, Purchaser and Vendor desire to extend the terms of this Master Price Agreement to benefit other qualified government members of National Purchasing Partners, LLC dba Public Safety GPO, dba First Responder GPO, dba Law Enforcement GPO and dba NPPGov;

NOW, THEREFORE, Vendor and Purchaser, intending to be legally bound, hereby agree as follows:

**ARTICLE 1 – CERTAIN DEFINITIONS**

1.1 “Agreement” shall mean this Master Price Agreement, including the main body of this Agreement and Attachments A-F attached hereto and by this reference incorporated herein, including Purchaser’s Request for Proposal No. 1935 (herein “RFP”) and Vendor’s Proposal submitted in response to the RFP (herein “Vendor’s Proposal”) as referenced and incorporated herein as though fully set forth (sometimes referred to collectively as the “Contract Documents”).

1.2 “Applicable Law(s)” shall mean all applicable federal, state and local laws, statutes, ordinances, codes, rules, regulations, standards, orders and other governmental requirements of any kind.

1.3 “Employee Taxes” shall mean all taxes, assessments, charges and other amounts whatsoever payable in respect of, and measured by the wages of, the Vendor’s employees (or subcontractors), as required by the Federal Social Security Act and all amendments thereto and/or any other applicable federal, state or local law.

1.4 “Purchaser’s Destination” shall mean such delivery location(s) or destination(s) as Purchaser may prescribe from time to time.

1.5 “Products and Services” shall mean the products and/or services to be sold by Vendor hereunder as identified and described on Attachment A hereto and incorporated herein, as may be updated from time to time by Vendor to reflect products and/or services offered by Vendor generally to its customers.

1.6 “Purchase Order” shall mean any authorized written order for Products and Services sent by Purchaser to Vendor via mail, courier, overnight delivery service, email, fax and/or other mode of transmission as Purchaser and Vendor may from time to time agree.

1.7 “Unemployment Insurance” shall mean the contribution required of Vendor, as an employer, in respect of, and measured by, the wages of its employees (or subcontractors) as required by any applicable federal, state or local unemployment insurance law or regulation.

1.8 “National Purchasing Partners” or “(NPP)” is a subsidiary of two nonprofit health care systems. The Government Division of NPP, hereinafter referred to as “NPPGov”, provides group purchasing marketing and administrative support for governmental entities within the membership. NPPGov’s membership includes participating public entities across North America.

1.9 “Lead Contracting Agency” shall mean the LEAGUE OF OREGON CITIES, which is the governmental entity that issued the Request for Proposal and awarded this resulting Master Price Agreement.

1.10 “Participating Agencies” shall mean members of National Purchasing Partners for which Vendor has agreed to extend the terms of this Master Price Agreement pursuant to Article 2.6 and Attachment C herein. For purposes of cooperative procurement, “Participating Agency” shall be considered “Purchaser” under the terms of this Agreement.

1.11 “Party” and “Parties” shall mean the Purchaser and Vendor individually and collectively as applicable.

## **ARTICLE 2 – AGREEMENT TO SELL**

2.1 Vendor hereby agrees to sell to Purchaser such Products and Services as Purchaser may order from time to time by Purchase Order, all in accordance with and subject to the terms, covenants and conditions of this Agreement. Purchaser agrees to purchase those Products and Services ordered by Purchaser by Purchase Order in accordance with and subject to the terms, covenants and conditions of this Agreement.

2.2 Vendor may add additional products and services to the contract provided that any additions reasonably fall within the intent of the original RFP specifications. Pricing on additions shall be equivalent to the percentage discount for other similar products. Vendor may provide a web-link with current product listings, which may be updated periodically, as allowed by the terms of the resulting Master Price Agreement. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products may be added to avoid competitive procurement requirements. LOC may reject any additions without cause.

2.3 All Purchase Orders issued by Purchaser to Vendor for Products during the term (as hereinafter defined) of this Agreement are subject to the provisions of this Agreement as though fully set forth in such Purchase Order. The Vendor retains authority to negotiate above and beyond the terms of this Agreement to meet the Purchaser or Vendor contract requirements. In the event that the provisions of this Agreement conflict with any Purchase Order issued by Purchaser to Vendor, the provisions of this Agreement shall

govern. No other terms and conditions, including, but not limited to, those contained in Vendor's standard printed terms and conditions, on Vendor's order acknowledgment, invoices or otherwise, shall have any application to or effect upon or be deemed to constitute an amendment to or to be incorporated into this Agreement, any Purchase Order, or any transactions occurring pursuant hereto or thereto, unless this Agreement shall be specifically amended to adopt such other terms and conditions in writing by the Parties.

2.4 Notwithstanding any other provision of this Agreement to the contrary, the Lead Contracting Agency shall have no obligation to order or purchase any Products and Services hereunder and the placement of any Purchase Order shall be in the sole discretion of the Participating Agencies. This Agreement is not exclusive. Vendor expressly acknowledges and agrees that Purchaser may purchase at its sole discretion, Products and Services that are identical or similar to the Products and Services described in this Agreement from any third party.

2.5 In case of any conflict or inconsistency between any of the Contract Documents, the documents shall prevail and apply in the following order of priority:

- (i) This Agreement;
- (ii) The RFP;
- (iii) Vendor's Proposal;

2.6 Extension of contract terms to Participating Agencies:

2.6.1 Vendor agrees to extend the same terms, covenants and conditions available to Purchaser under this Agreement to Participating Agencies, that have executed an Intergovernmental Cooperative Purchasing Agreement ("IGA") as may be required by each Participating Agency's local laws and regulations, in accordance with Attachment C. Each Participating Agency will be exclusively responsible for and deal directly with Vendor on matters relating to ordering, delivery, inspection, acceptance, invoicing, and payment for Products and Services in accordance with the terms and conditions of this Agreement as if it were "Purchaser" hereunder. Any disputes between a Participating Agency and Vendor will be resolved directly between them under and in accordance with the laws of the State in which the Participating Agency exists. Pursuant to the IGA, the Lead Contracting Agency shall not incur any liability as a result of the access and utilization of this Agreement by other Participating Agencies.

2.6.2 *This Solicitation meets the public contracting requirements of the Lead Contracting Agency and may not be appropriate under or meet Participating Agencies' procurement laws. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements.*

2.6.3 Vendor acknowledges execution of a Vendor Administration Fee Agreement with NPPGov, pursuant to the terms of the RFP.

2.7 Oregon Public Agencies are prohibited from use of Products and Services offered under this Agreement that are already provided by qualified nonprofit agencies for disabled individuals as listed on the Department of Administrative Service's Procurement List ("Procurement List") pursuant to ORS 279.835-.855. See [www.OregonRehabilitation.org/qrf](http://www.OregonRehabilitation.org/qrf) for more information. Vendor shall not sell products and services identified on the Procurement List (e.g., reconditioned toner cartridges) to Purchaser or Participating Agencies within the state of Oregon.

### **ARTICLE 3 – TERM AND TERMINATION**

3.1 The initial contract term shall be for three (3) calendar years from the Effective Date of this Agreement (“Initial Term”). Upon termination of the original three (3) year term, this Agreement shall automatically extend for up to three (3) successive one (1) year periods; (each a “Renewal Term”); provided, however, that the Lead Contracting Agency and/or the Vendor may opt to decline extension of the MPA by providing notification in writing at least thirty (30) calendar days prior to the annual automatic extension anniversary of the Initial Term.

3.2 Either Vendor or the Lead Contracting Agency may terminate this Agreement by written notice to the other party if the other Party breaches any of its obligations hereunder and fails to remedy the breach within thirty (30) days after receiving written notice of such breach from the non-breaching party.

### **ARTICLE 4 – PRICING, INVOICES, PAYMENT AND DELIVERY**

4.1 Purchaser shall pay Vendor for all Products and Services ordered and delivered in compliance with the terms and conditions of this Agreement at the pricing specified for each such Product and Service on Attachment A, including shipping. Unless Attachment A expressly provides otherwise, the pricing schedule set forth on Attachment A hereto shall remain fixed for the Initial Term of this Agreement; provided that manufacturer pricing is not guaranteed and may be adjusted based on the next manufacturer price increase. Pricing contained in Attachment A shall be extended to all NPPGov, Public Safety GPO, First Responder GPO and Law Enforcement GPO members upon execution of the IGA.

4.2 Vendor shall submit original invoices to Purchaser in form and substance and format reasonably acceptable to Purchaser. All invoices must reference the Purchaser’s Purchase Order number, contain an itemization of amounts for Products and Services purchased during the applicable invoice period and any other information reasonably requested by Purchaser, and must otherwise comply with the provisions of this Agreement. Invoices shall be addressed as directed by Purchaser.

4.3 Unless otherwise specified, Purchaser is responsible for any and all applicable sales taxes. Attachment A or Vendor’s Proposal (Attachment D) shall specify any and all other taxes and duties of any kind which Purchaser is required to pay with respect to the sale of Products and Services covered by this Agreement and all charges for packing, packaging and loading.

4.4 Except as specifically set forth on Attachments A and F, Purchaser shall not be responsible for any additional costs or expenses of any nature incurred by Vendor in connection with the Products and Services, including without limitation travel expenses, clerical or administrative personnel, long distance telephone charges, etc. (“Incidental Expenses”).

4.5 Price reductions or discount increases may be offered at any time during the contract term and shall become effective upon notice of acceptance from Purchaser.

4.6 Notwithstanding any other agreement of the Parties as to the payment of shipping/delivery costs, and subject to Attachments A, D, and F herein, Vendor shall offer delivery and/or shipping costs prepaid FOB Destination. If there are handling fees, these also shall be included in the pricing.

4.7 Unless otherwise directed by Purchaser for expedited orders, Vendor shall utilize such common carrier for the delivery of Products and Services as Vendor may select; provided, however, that for expedited orders Vendor shall obtain delivery services hereunder at rates and terms not less favorable than those paid by Vendor for its own account or for the account of any other similarly situated customer of Vendor.

4.8 Vendor shall have the risk of loss of or damage to any Products until delivery to Purchaser. Purchaser shall have the risk of loss of or damage to the Products after delivery to Purchaser. Title to Products shall not transfer until the Products have been delivered to and accepted by Purchaser at Purchaser's Destination.

### **ARTICLE 5 – INSURANCE**

5.1 During the term of this Agreement, Vendor shall maintain at its own cost and expense (and shall cause any subcontractor to maintain) insurance policies providing insurance of the kind and in the amounts generally carried by reasonably prudent manufacturers in the industry, with one or more reputable insurance companies licensed to do business in Oregon and any other state or jurisdiction where Products and Services are sold hereunder. Such certificates of insurance shall be made available to the Lead Contracting Agency upon 48 hours' notice. BY SIGNING THE AGREEMENT PAGE THE VENDOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS MASTER PRICE AGREEMENT.

5.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted. Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the Lead Contracting Agency. The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the Lead Contracting Agency under such policies. Vendor shall be solely responsible for the deductible and/or self-insured retention and the Lead Contracting Agency, at its option, may require Vendor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

5.3 Vendor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Vendor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance. Vendor waives all rights against the Lead Contracting Agency 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 Vendor pursuant to this Agreement.

5.4 Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty days (30 days) prior written notice to the Lead Contracting Agency.

### **ARTICLE 6 – INDEMNIFICATION AND HOLD HARMLESS**

6.1 Vendor agrees that it shall indemnify, defend and hold harmless Lead Contracting Agency, its respective officials, directors, employees, members and agents (collectively, the "Indemnitees"), from and against any and all damages, claims, losses, expenses, costs, obligations and liabilities (including, without limitation, reasonable attorney's fees), suffered directly or indirectly by any of the Indemnitees to the extent of, or arising out of, (i) any breach of any covenant, representation or warranty made by Vendor in this Agreement, (ii) any failure by Vendor to perform or fulfill any of its obligations, covenants or agreements set forth in this Agreement, (iii) the negligence or intentional misconduct of Vendor, any subcontractor of Vendor, or any of their respective employees or agents, (iv) any failure of Vendor, its subcontractors, or their respective employees to comply with any Applicable Law, (v) any litigation, proceeding or claim by any third party relating in any way to the obligations of Vendor under this Agreement or Vendor's performance under this Agreement, (vi) any Employee Taxes or Unemployment Insurance, or (vii) any claim alleging that the

Products and Services or any part thereof infringe any third party's U.S. patent, copyright, trademark, trade secret or other intellectual property interest. Such obligation to indemnify shall not apply where the damage, claim, loss, expense, cost, obligation or liability is due to the breach of this Agreement by, or negligence or willful misconduct of, Lead Contracting Agency or its officials, directors, employees, agents or contractors. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph. The indemnity obligations of Vendor under this Article shall survive the expiration or termination of this Agreement for two years.

6.2 LIMITATION OF LIABILITY: IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR INJURIES TO PERSONS OR TO PROPERTY OR LOSS OF PROFITS OR LOSS OF FUTURE BUSINESS OR REPUTATION, WHETHER BASED ON TORT OR BREACH OF CONTRACT OR OTHER BASIS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.3 The same terms, conditions and pricing of this Agreement may be extended to government members of National Purchasing Partners, LLC. In the event the terms of this Agreement are extended to other government members, each government member (procuring party) shall be solely responsible for the ordering of Products and Services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring parties or unrelated purchasing parties harmless from any liability that may arise from action or inaction of the procuring party.

## **ARTICLE 7 – WARRANTIES**

Purchaser shall refer to Vendor's Proposal for all Vendor and manufacturer express warranties, as well as those warranties provided under Attachment B herein.

## **ARTICLE 8 - INSPECTION AND REJECTION**

8.1 Purchaser shall have the right to inspect and test Products at any time prior to shipment, and within a reasonable time after delivery to the Purchaser's Destination. Products not inspected within a reasonable time after delivery shall be deemed accepted by Purchaser. The payment for Products shall in no way impair the right of Purchaser to reject nonconforming Products, or to avail itself of any other remedies to which it may be entitled.

8.2 If any of the Products are found at any time to be defective in material or workmanship, damaged, or otherwise not in conformity with the requirements of this Agreement or any applicable Purchase Order, as its exclusive remedy, Purchaser may at its option and at Vendor's sole cost and expense, elect either to (i) return any damaged, non-conforming or defective Products to Vendor for correction or replacement, or (ii) require Vendor to inspect the Products and remove or replace damaged, non-conforming or defective Products with conforming Products. If Purchaser elects option (ii) in the preceding sentence and Vendor fails promptly to make the necessary inspection, removal and replacement, Purchaser, at its option, may inspect the Products and Vendor shall bear the cost thereof. Payment by Purchaser of any invoice shall not constitute acceptance of the Products covered by such invoice, and acceptance by Purchaser shall not relieve Vendor of its warranties or other obligations under this Agreement.

8.3 The provisions of this Article shall survive the expiration or termination of this Agreement.

## **ARTICLE 9 – SUBSTITUTIONS**

Except as otherwise permitted hereunder, Vendor may not make any substitutions of Products, or any portion thereof, of any kind without the prior written consent of Purchaser.

## **ARTICLE 10 - COMPLIANCE WITH LAWS**

10.1 Vendor agrees to comply with all Applicable Laws and at Vendor's expense, secure and maintain in full force during the term of this Agreement, all licenses, permits, approvals, authorizations, registrations and certificates, if any, required by Applicable Laws in connection with the performance of its obligations hereunder. At Purchaser's request, Vendor shall provide to Purchaser copies of any or all such licenses, permits, approvals, authorizations, registrations and certificates.

10.2 Purchaser has taken all required governmental action to authorize its execution of this Agreement and there is no governmental or legal impediment against Purchaser's execution of this Agreement or performance of its obligations hereunder.

## **ARTICLE 11 – PUBLICITY / CONFIDENTIALITY**

11.1 No news releases, public announcements, advertising materials, or confirmation of same, concerning any part of this Agreement or any Purchase Order issued hereunder shall be issued or made without the prior written approval of the Parties. Neither Party shall in any advertising, sales materials or in any other way use any of the names or logos of the other Party without the prior written approval of the other Party.

11.2 Any knowledge or information which Vendor or any of its affiliates shall have disclosed or may hereafter disclose to Purchaser, and which in any way relates to the Products and Services covered by this Agreement shall not, unless otherwise designated by Vendor, be deemed to be confidential or proprietary information, and shall be acquired by Purchaser, free from any restrictions, as part of the consideration for this Agreement.

## **ARTICLE 12 - RIGHT TO AUDIT**

Subject to Vendor's reasonable security and confidentiality procedures, Purchaser, or any third party retained by Purchaser, may at any time upon prior reasonable notice to Vendor, during normal business hours, audit the books, records and accounts of Vendor to the extent that such books, records and accounts pertain to sale of any Products and Services hereunder or otherwise relate to the performance of this Agreement by Vendor. Vendor shall maintain all such books, records and accounts for a period of at least three (3) years after the date of expiration or termination of this Agreement. The Purchaser's right to audit under this Article 12 and Purchaser's rights hereunder shall survive the expiration or termination of this Agreement for a period of three (3) years after the date of such expiration or termination.

## **ARTICLE 13 - REMEDIES**

Except as otherwise provided herein, any right or remedy of Vendor or Purchaser set forth in this Agreement shall not be exclusive, and, in addition thereto, Vendor and Purchaser shall have all rights and remedies under Applicable Law, including without limitation, equitable relief. The provisions of this Article shall survive the expiration or termination of this Agreement.

**ARTICLE 14 - RELATIONSHIP OF PARTIES**

Vendor is an independent contractor and is not an agent, servant, employee, legal representative, partner or joint venture of Purchaser. Nothing herein shall be deemed or construed as creating a joint venture or partnership between Vendor and Purchaser. Neither Party has the power or authority to bind or commit the other.

**ARTICLE 15 - NOTICES**

All notices required or permitted to be given or made in this Agreement shall be in writing. Such notice(s) shall be deemed to be duly given or made if delivered by hand, by certified or registered mail or by nationally recognized overnight courier to the address specified below:

If to Lead Contracting Agency:

LEAGUE OF OREGON CITIES  
1201 Court St. NE  
Suite 200  
Salem OR 97301  
ATTN: Jamie Johnson-Davis  
Email: [rfp@ORCities.org](mailto:rfp@ORCities.org)

If to Vendor:

LIFE-ASSIST, INC.  
11277 Sunrise Park Drive  
Rancho Cordova, CA 95742  
ATTN: Bryan Holliday  
Email: [bryan.holliday@life-assist.com](mailto:bryan.holliday@life-assist.com)

Either Party may change its notice address by giving the other Party written notice of such change in the manner specified above.

**ARTICLE 16 - FORCE MAJEURE**

Except for Purchaser's obligation to pay for Products and Services delivered, delay in performance or non-performance of any obligation contained herein shall be excused to the extent such failure or non-performance is ca

used by force majeure. For purposes of this Agreement, "force majeure" shall mean any cause or agency preventing performance of an obligation which is beyond the reasonable control of either Party hereto, including without limitation, fire, flood, sabotage, shipwreck, embargo, strike, explosion, labor trouble, accident, riot, acts of governmental authority (including, without limitation, acts based on laws or regulations now in existence as well as those enacted in the future), acts of nature, and delays or failure in obtaining raw materials, supplies or transportation. A Party affected by force majeure shall promptly provide notice to the other, explaining the nature and expected duration thereof, and shall act diligently to remedy the interruption or delay if it is reasonably capable of being remedied. In the event of a force majeure situation, deliveries or acceptance of deliveries that have been suspended shall not be required to be made upon the resumption of performance.

**ARTICLE 17 - WAIVER**

No delay or failure by either Party to exercise any right, remedy or power herein shall impair such Party's right to exercise such right, remedy or power or be construed to be a waiver of any default or an acquiescence therein; and any single or partial exercise of any such right, remedy or power shall not preclude any other or further exercise thereof or the exercise of any other right, remedy or power. No waiver hereunder shall be valid unless set forth in writing executed by the waiving Party and then only to the extent expressly set forth in such writing.

**ARTICLE 18 - PARTIES BOUND; ASSIGNMENT**

This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of the Parties hereto, but it may not be assigned in whole or in part by Vendor without prior written notice to Purchaser which shall not be unreasonably withheld or delayed.

**ARTICLE 19 - SEVERABILITY**

To the extent possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under Applicable Law. If any provision of this Agreement is declared invalid or unenforceable, by judicial determination or otherwise, such provision shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions and the rights and obligations of the Parties shall be construed and enforced accordingly.

**ARTICLE 20 - INCORPORATION; ENTIRE AGREEMENT**

20.1 All the provisions of the Attachments hereto are hereby incorporated herein and made a part of this Agreement. In the event of any apparent conflict between any provision set forth in the main body of this Agreement and any provision set forth in the Attachments, including the RFP and/or Vendor's Proposal, the provisions shall be interpreted, to the extent possible, as if they do not conflict. If such an interpretation is not possible, the provisions set forth in the main body of this Agreement shall control.

20.2 This Agreement (including Attachments and Contract Documents hereto) constitutes the entire Agreement of the Parties relating to the subject matter hereof and supersedes any and all prior written and oral agreements or understandings relating to such subject matter.

**ARTICLE 21 - HEADINGS**

Headings used in this Agreement are for convenience of reference only and shall in no way be used to construe or limit the provisions set forth in this Agreement.

**ARTICLE 22 - MODIFICATIONS**

This Agreement may be modified or amended only in writing executed by Vendor and the Lead Contracting Agency. The Lead Contracting Agency and each Participating Agency contracting hereunder acknowledge and agree that any agreement entered into in connection with any Purchase Order hereunder shall constitute a modification of this Agreement as between the Vendor and the Participating Agency. Any modification of this Agreement as between Vendor and any Participating Agency shall not be deemed a modification of this Agreement for the benefit of the Lead Contracting Agency or any other Participating Agency.

**ARTICLE 23 - GOVERNING LAW**

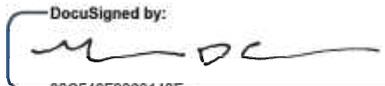
This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon or in the case of a Participating Agency's use of this Agreement, the laws of the State in which the Participating Agency exists, without regard to its choice of law provisions.

**ARTICLE 24 - COUNTERPARTS**

This Agreement may be executed in counterparts all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year last written below.

PURCHASER:

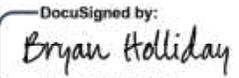
Signature:  \_\_\_\_\_  
38C548F8889143E...

Printed Name: Mike Cully

Title: Executive Director  
LEAGUE OF OREGON CITIES

Dated: 5/29/2020

VENDOR:

Signature:  \_\_\_\_\_  
348DC047029C405...

Printed Name: Bryan Holliday

Title: VP Sales & Marketing  
LIFE-ASSIST, INC.

Dated: 5/29/2020

**ATTACHMENT A**to Master Price Agreement by and between VENDOR and PURCHASER.**PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES**

PUBLIC SAFETY MEDICAL SUPPLIES, EQUIPMENT & MONITORS	
Product Category	Percentage (%) off List Price* ( <b>OR</b> fixed price if % off pricing is not available)
MEDICAL PRODUCTS AND SUPPLIES	31%
• AIRWAY	31%
• BAGS & CASES	31%
• PERSONAL PROTECTION EQUIPMENT (EMS)	31%
• FLUID ADMINISTRATION/VASCULAR ACCESS	31%
• IMMOBILIZATION AND SUPPLIES	31%
• INFECTION CONTROL	31%
• INSTRUMENTATION	31%
• KITS	31%
• LIGHTS & FLASHLIGHTS	31%
• LINEN	31%
• OXYGEN DELIVERY	31%
• PATIENT HANDLING AND TRANSPORT	31%
• RESUSCITATION EQUIPMENT	31%
• TACTICAL MEDICINE	31%
• TRAINING AND SIMULATION	15%
• TRAUMA	31%
• VEHICLE ACCESSORIES	31%
• WMP PREPAREDNESS	31%
• WOUND CARE	31%
PHARMACEUTICALS	31%
MEDICAL MONITORS, DEFIBRILLATORS AND DIAGNOSTICS	31%
MEDICAL LIFE SUPPORT EQUIPMENT	31%
MEDICAL INVENTORY MANAGEMENT SYSTEMS	31%
INSTALLATION, SERVICE AND MAINTENANCE	15%
OTHER	31%

Pricing contained in this Attachment A shall be extended to all NPPGov members upon execution of the Intergovernmental Agreement.

Participating Agencies may purchase from Vendor's authorized dealers and distributors, as applicable, provided the pricing and terms of this Agreement are extended to Participating Agencies by such dealers and distributors. Vendor's authorized dealers and distributors, as applicable, are identified in a [list, link found at http:], as may be updated from time to time. [ A current list may be obtained from Vendor.]

**ATTACHMENT B**

**to Master Price Agreement by and between VENDOR and PURCHASER.**

**ADDITIONAL SELLER WARRANTIES**

To the extent possible, Vendor will make available all warranties from third party manufacturers of Products not manufactured by Vendor, as well as any warranties identified in this Agreement and Vendor's Proposal.

**ATTACHMENT C**

**to Master Price Agreement by and between VENDOR and PURCHASER.**

**PARTICIPATING AGENCIES**

The Lead Contracting Agency in cooperation with National Purchasing Partners (NPPGov) entered into this Agreement on behalf of other government agencies that desire to access this Agreement to purchase Products and Services. Vendor must work directly with any Participating Agency concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing, and payment. The Lead Contracting Agency shall not be held liable for any costs, damages, etc., incurred by any Participating Agency.

Any subsequent contract entered into between Vendor and any Participating Agency shall be construed to be in accordance with and governed by the laws of the State in which the Participating Agency exists. Each Participating Agency is directed to execute an Intergovernmental Cooperative Purchasing Agreement ("IGA"), as set forth on the NPPGov web site, [www.nppgov.com](http://www.nppgov.com). The IGA allows the Participating Agency to purchase Products and Services from the Vendor in accordance with each Participating Agency's legal requirements as if it were the "Purchaser" hereunder.

**ATTACHMENT D**

**to Master Price Agreement by and between VENDOR and PURCHASER.**

**Vendor's Proposal**

**(The Vendor's Proposal is not attached hereto.)**

**(The Vendor's Proposal is incorporated by reference herein.)**

**ATTACHMENT E**

to Master Price Agreement by and between VENDOR and PURCHASER.

**Purchaser's Request for Proposal**

**(The Purchaser's Request for Proposal is not attached hereto.)**

**(The Purchaser's Request for Proposal is incorporated by reference herein.)**

**ATTACHMENT F**

**to Master Price Agreement by and between VENDOR and PURCHASER.**

**ADDITIONAL VENDOR TERMS OF PURCHASE, IF ANY.**

## Certificate of Completion

Envelope Id: 9A96B9D4FCF24FFF81202FFDB55FE2AD	Status: Completed
Subject: Please DocuSign: MPA 1935 LOC and Life-Assist EMS FINAL.pdf	
Source Envelope:	
Document Pages: 16	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Bill DeMars
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	1100 Olive Way
	Suite 1020
	Seattle, WA 98101
	bill.demars@nppgov.com
	IP Address: 173.29.186.28

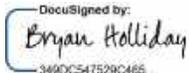
## Record Tracking

Status: Original	Holder: Bill DeMars	Location: DocuSign
5/27/2020 8:53:02 AM	bill.demars@nppgov.com	

## Signer Events

Bryan Holliday  
 bryan.holliday@life-assist.com  
 VP Sales & Marketing  
 Security Level: Email, Account Authentication (None)

## Signature

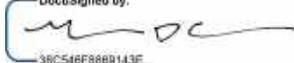
DocuSigned by:  
  
 3490C547529C465...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 96.86.138.29

## Timestamp

Sent: 5/27/2020 8:56:20 AM  
 Viewed: 5/28/2020 9:22:21 AM  
 Signed: 5/29/2020 11:44:05 AM

**Electronic Record and Signature Disclosure:**  
 Accepted: 5/28/2020 9:22:21 AM  
 ID: 95084c6d-dcdb-4430-87da-17f768e06dbc

Mike Cully  
 mcully@orcities.org  
 Executive Director  
 Security Level: Email, Account Authentication (None)

DocuSigned by:  
  
 38C546F8889143E...  
 Signature Adoption: Drawn on Device  
 Using IP Address: 71.63.237.219

Sent: 5/29/2020 11:44:07 AM  
 Viewed: 5/29/2020 12:09:58 PM  
 Signed: 5/29/2020 12:10:13 PM

**Electronic Record and Signature Disclosure:**  
 Accepted: 5/29/2020 12:09:58 PM  
 ID: 0870dad9-0279-4868-a1f6-726b8aa785ed

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps

<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
Envelope Sent	Hashed/Encrypted	5/29/2020 11:44:07 AM
Certified Delivered	Security Checked	5/29/2020 12:09:58 PM
Signing Complete	Security Checked	5/29/2020 12:10:13 PM
Completed	Security Checked	5/29/2020 12:10:13 PM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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<b>Electronic Record and Signature Disclosure</b>
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## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, National Purchasing Partners (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact National Purchasing Partners:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [bruce.busch@mynpp.com](mailto:bruce.busch@mynpp.com)

**To advise National Purchasing Partners of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at [bruce.busch@mynpp.com](mailto:bruce.busch@mynpp.com) and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

**To request paper copies from National Purchasing Partners**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to [bruce.busch@mynpp.com](mailto:bruce.busch@mynpp.com) and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with National Purchasing Partners**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to [bruce.busch@mynpp.com](mailto:bruce.busch@mynpp.com) and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> <li>•Allow per session cookies</li> <li>•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection</li> </ul>

\*\* These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify National Purchasing Partners as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by National Purchasing Partners during the course of my relationship with you.





**Is there a fiscal impact? Yes**

**If yes, account name/number:** P303423833 (Gov. Field Maint. Bldg. Replacement)  
Capital Projects Fund Capital Improvements Account - 2101005-507010  
P303423834 (Gov. Field 3 Announcers Bldg. Replacement)  
Capital Projects Fund Capital Improvements Account - 2101005-507010

**Is it currently budgeted? Yes**

**Explanation of Fiscal Impact:** Project# P303423833, Account# 2101005-507010 will be reduced by a not to exceed amount of \$205,209.29 and Project # P303423834, Account 2101005-507010 will be reduced by a not to exceed amount of \$63,758.80. The total project budget (Project Number P303423833) for construction is \$225,000; the total project budget (Project Number P303423834) for construction is \$100,000.

**Alternatives**

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

**Attachments:**

[FY23 CXT Quotes.pdf](#)

**Board Action Taken:**

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

\_\_\_\_\_  
(Vote Recorded By)



State of Nevada  
PO #99SWC-NV22-11322



CXT® Precast Concrete Products manufactures restroom, shower and concession buildings in multiple designs, textures and colors. The roof and walls are fabricated with high strength precast concrete to meet all local building codes and textured to match local architectural details. All CXT buildings are designed to meet A.D.A. and to withstand heavy snow, high wind and category E seismic loads. All concrete construction also makes the buildings easy to maintain and withstand the rigors of vandalism. The buildings are prefabricated and delivered complete and ready-to-use, including plumbing and electrical where applicable. With thousands of satisfied customers nationwide, CXT is the leader in prefabricated concrete restrooms.

1. ORDERING ADDRESS(ES): CXT Precast Concrete Products, 606 N. Pines Road, Suite 202, Spokane Valley, WA 99206

2. ORDERING PROCEDURES: Fax 509-928-8270

3. PAYMENT ADDRESS(ES):

**Remitting by check:**

CXT, Inc., PO Box 676208, Dallas, TX 75267-6208

**Remitting by ACH or wire transfer:**

Beneficiary: CXT, Inc.

Beneficiary Bank: PNC Bank, Pittsburgh, PA

Account: 1077766885 ABA/Routing: 043000096

Email remittance details to AR@lbfoster.com

4. WARRANTY PROVISIONS: CXT provides a one (1) year warranty. The warranty is valid only when concrete is used within the specified loadings. Furthermore, said warranty includes only the related material necessary for the construction and fabrication of said concrete components. All other non-concrete components will carry a one (1) year warranty. CXT warrants that all goods sold pursuant hereto will, when delivered, conform to specifications set forth above. Goods shall be deemed accepted and meeting specifications unless notice identifying the nature of any non-conformity is provided to CXT in writing within the specified warranty. CXT, at its option, will repair or replace the goods or issue credit for the customer provided CXT is first given the opportunity to inspect such goods. It is specifically understood that CXT's obligation hereunder is for credit, repair or replacement only, F.O.B. CXT's manufacturing plants, and does not include shipping, handling, installation or other incidental or consequential costs unless otherwise agreed to in writing by CXT.

This warranty shall not apply to:

1. Any goods which have been repaired or altered without CXT's express written consent, in such a way as in the reasonable judgment of CXT, to adversely affect the stability or reliability thereof;

2. To any goods which have been subject to misuse, negligence, acts of God or accidents; or

3. To any goods which have not been installed to manufacturer's specifications and guidelines, improperly maintained, or used outside of the specifications for which such goods were designed.

5. TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE): All prices subject to the "Conditions of Sale" listed on the CXT quotation form.

Customers are responsible for marking exact location building is to be set; providing clear and level site, free of overhead and/or underground obstructions; and providing site accessible to normal highway trucks and sufficient area for the crane to install and other equipment to perform the contract requirements. Customer shall provide notice in writing of low bridges, roadway width or grade, unimproved roads or any other possible obstacles to access. CXT reserves the right to charge the customer for additional costs incurred for special equipment required to perform delivery and installation. Customers will negotiate installation on a project-

by-project basis, which shall be priced as separate line items. For more information regarding installation and truck turning radius guidelines please see our website at <http://www.cxtinc.com>.

In the event delivery of the building/s ordered is/are not completed within 30 days of the agreed to schedule through no fault of CXT, an invoice for the full contract value (excluding shipping and installation costs) will be submitted for payment. Delivery and installation charges will be invoiced at the time of delivery and installation.

Should the delivery and installation costs increase due to changes in the delivery period, this increase will be added to the price originally quoted, and will be subject to the contract payment terms.

In the event that the delivery is delayed more than 90 days after the agreed to schedule and through no fault of CXT, then in addition to the remedies above, a storage fee of 1-1/2% of contract price per month or any part of any month will be charged.

\*\*Customer is responsible for all local permits and fees.

6. DELIVERY CHARGE: All prices F.O.B. origin prepaid and added to invoice. CXT operates three (3) manufacturing plants in the United States and will deliver from the closest location on our carriers.

7. PAYMENT TERMS: All orders are cash in advance. At CXT's discretion, credit may be given after approval of credit application. Payment to CXT by the purchaser of any approved credit amount is net 30 days after submission of invoice to purchaser. Interest at a rate equal to the lower of (i) the highest rate permitted by law; or (ii) 1.5% per month will be charged monthly on all unpaid invoices beginning with the 35th day (includes five (5) day grace period) from the date of the invoice. Under no circumstance can retention be taken. If CXT initiates legal proceeding to collect any unpaid amount, purchaser shall be liable for all of CXT's costs, expenses and attorneys' fees and costs of any appeal.

8. LIMITATION OF REMEDIES: In the event of any breach of any obligations hereunder; breach of any warranty regarding the goods, or any negligent act or omission of any party, the parties agree to submit all claims to binding arbitration. Any settlement reached shall include all reasonable costs including attorney fees. In no event shall CXT be subject to or liable for any incidental or consequential damages. Without limitation on the foregoing, in no event shall CXT be liable for damages in excess of the purchase price of the goods herein offered.

9. DELIVERY INFORMATION: All prices F.O.B. origin prepaid and added to invoice. CXT operates three (3) manufacturing plants in the United States and will deliver from the closest location on our carriers. Use the information below to determine the origin:

- F.O.B. 6701 E. Flamingo Avenue, Building 300, Nampa, ID 83687 applies to: AK, CA, HI, ID, MT, ND, NV, OR, SD, UT, WA, WY.

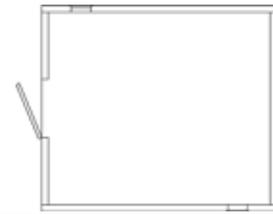
- F.O.B. 901 North Highway 77, Hillsboro, TX 76645 applies to AR, AZ, CO, IA, KS, LA, MN, MO, MS, NE, NM, OK, TX.

- F.O.B. 362 Waverly Road, Williamstown, WV 26183 applies to AL, CT, DE, FL, GA, IL, IN, KY, MA, MD, ME, MI, NC, NH, NJ, NY, OH, PA, PR, RI, SC, TN, VA, VT, WI, WV.

- Prices exclude all federal/state/local taxes. Tax will be charged where applicable if customer is unable to provide proof of exemption.

# SCHWEITZER – 10.5' up to 12'

Standard features include simulated barnwood textured walls, simulated cedar shake textured roof, 3068 steel 16-gauge galvanized door with latch and deadbolt, door holder, threshold, door sweep/seal, weather strip, operable wall vents, off loaded, and set up at site.



State of Nevada PO #99SWC-NV22-11322		Price Per Unit	
<b>Base Price</b>		\$	\$
<b>Added Cost Options</b>		Click to Select	
Final Connection to Utilities		\$	
Optional Wall Texture - <i>choose one</i>	Split Face Block (\$5,500)    Stone (\$7,000)		
Optional Roof Texture	Ribbed Metal	\$	
Insulation and Heater		\$	
Flat Roof		\$	
Electric Package [includes 4' LED light fixture, switch, 1 LED exterior light photocell controlled, 100 amp breaker panel, louvered exhaust fan, intake with hood, GFI] (each)	Qty:	\$	
Interior Light (each)	Qty:	\$	
Exterior Light (each)	Qty:	\$	
10'6" Internal Concrete Wall (each)	Qty:	\$	
Blockout [greater than 4 sq. ft. subject to engineering] (each)	Qty:	\$	
Skylight (each)	Qty:	\$	
Marine Grade Skylight (each)	Qty:	\$	
Marine Package ( <i>excluding fiberglass doors and frames</i> )		\$	
Replace Standard Door with 6068 Double Door (each)	Qty:	\$	
Additional 3068 Door with Hardware (each)	Qty:	\$	
Fiberglass Doors and Frames (each)	Qty:	\$	
Optional Door Closure (each)	Qty:	\$	
Timed Electric Lock System (each)	Qty:	\$	
2K Anti-Graffiti Coating		\$	
Wall Vent (each)	Qty:	\$	
Door Awning (each)	Qty:	\$	
Steel Framed Lexan Window [MS-4] (each)	Qty:	\$	
6' Roll-up Door (each)	Qty:	\$	
<b>Total for Added Cost Options:</b>			\$
Custom Options:			\$
<b>Engineering and State Fees:</b>			\$
<b>Estimated One-Way Transportation Costs to Site (quote):</b>			\$
<b>Estimated Tax:</b>			\$
<b>Total Cost per Unit Placed at Job Site:</b>			\$

### Estimated monthly payment on 5 year lease

This price quote is good for 60 days from date below, and is accurate and complete.

CXT Sales Representative \_\_\_\_\_ Date \_\_\_\_\_

I accept this quote. Please process this order.

  
 Member Name & Number \_\_\_\_\_  
 Date \_\_\_\_\_

**Exterior Color(s)** *(For single color mark an X. For two-tone combinations use W = Walls and R = Roof.)*

<input type="checkbox"/> Amber Rose	<input type="checkbox"/> Berry Mauve	<input type="checkbox"/> Buckskin	<input type="checkbox"/> Cappuccino Cream
<input type="checkbox"/> Charcoal Grey	<input type="checkbox"/> Coca Milk	<input type="checkbox"/> Evergreen	<input type="checkbox"/> Georgia Brick
<input type="checkbox"/> Golden Beige	<input type="checkbox"/> Granite Rock	<input type="checkbox"/> Hunter Green	<input type="checkbox"/> Java Brown
<input type="checkbox"/> Liberty Tan	<input type="checkbox"/> Malibu Taupe	<input type="checkbox"/> Mocha Caramel	<input type="checkbox"/> Natural Honey
<input type="checkbox"/> Nuss Brown	<input type="checkbox"/> Oatmeal Buff	<input type="checkbox"/> Pueblo Gold	<input type="checkbox"/> Raven Black
<input type="checkbox"/> Rich Earth	<input type="checkbox"/> Rosewood	<input type="checkbox"/> Sage Green	<input type="checkbox"/> Salsa Red
<input type="checkbox"/> Sand Beige	<input type="checkbox"/> Sun Bronze	<input type="checkbox"/> Toasted Almond	<input type="checkbox"/> Western Wheat
Special roof color #	_____		
Special wall color #	_____		
Special trim color #	_____		

**Rock Color**

<input type="checkbox"/> Basalt	<input type="checkbox"/> Mountain Blend	<input type="checkbox"/> Natural Grey	<input type="checkbox"/> Romana
---------------------------------	---	---------------------------------------	---------------------------------

**Roof Texture**

<input type="checkbox"/> Cedar Shake	<input type="checkbox"/> Ribbed Metal
--------------------------------------	---------------------------------------

**Wall Texture(s)** *(For single color mark an X. For top and bottom textures use T = Top and B = Bottom.)*

<input type="checkbox"/> Barnwood	<input type="checkbox"/> Horizontal Lap	Can only be used as bottom texture	
<input type="checkbox"/> Split Face Block	<input type="checkbox"/> Board & Batt	<input type="checkbox"/> Napa Valley Rock	<input type="checkbox"/> River Rock
<input type="checkbox"/> Stucco/Skip Trowel	<input type="checkbox"/> Brick	<input type="checkbox"/> Flagstone	

*(Textures not included in CXT's quote are additional cost.)*

**Door Opener**

<input type="checkbox"/> Non-locking ADA Handle	<input type="checkbox"/> Privacy ADA Latch	<input type="checkbox"/> Pull Handle/Push Plate
---	--	---

**Deadbolt**

**Accessible Signage**

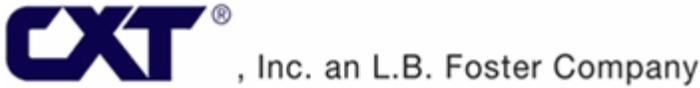
<input type="checkbox"/> Men	<input type="checkbox"/> Women	<input type="checkbox"/> Unisex
------------------------------	--------------------------------	---------------------------------

**Toilet Paper Holder**

<input type="checkbox"/> 2-Roll Stainless Steel	<input type="checkbox"/> 3-Roll Stainless Steel
---	---

**Notes:**

Quote #: **KMEE1019D9-1**



**Mailing Address:**  
CXT Incorporated, an LBFoster Co.  
606 N. Pines Road, Suite 202  
Spokane Valley, WA 99206

To: **Mee Kurt**

**Phone:** (800) 696-5766  
**Fax:** (509) 928-8270  
**Date:** 02/13/2023

**Attention:** Kurt Mee  
**Phone:** (303) 552-1843

Our quotation for the Santiago - KM6 building is as follows:

Pricing based on Sourcewell contract number #081721-CXT  
Santiago storage and changing room building with simulated cedar shake roof and barnwood wall texture, three galvanized steel doors and frames, changing bench in changing room, Utility sink and exterior hose bib by bottle filler, interior lights and photo cell controlled exterior lights. Includes PE stamped drawings. Proposal drawing #23-005P

Per Building  
\$184,254.29

Price includes delivery, crane and offloading on customers prepared pad and utilities. Customer will be responsible for local permits. Site must be accessible to over the road semi and trailer.

NV state approval	\$900.00
Taxes	\$16,430.00
Haws 1920 bottle filler	\$3,625.00
Freight	
	\$205,209.29

**FOB:** Freight FOB Plant Prepaid and Add.  
**Terms:** Net 30 days subject to corporate credit approval.  
**Notes:** Sales tax not included  
Number of Units: \_\_\_\_

This quotation is subject to the conditions on the attached sheet and the terms hereof shall constitute the exclusive agreement of the parties and all conflicting or additional terms in Buyer's purchase order or any other such documents of Buyer shall have no force or effect.

**L.B. FOSTER COMPANY**

By \_\_\_\_\_  
Kurt Mee  
KMee@lbfoster.com

Accepted this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

By: \_\_\_\_\_ (Customer Name)

\_\_\_\_\_ (Signed)

## CONDITIONS OF SALE

1. Taxes: Prices exclude all Federal/State/Local taxes. Tax will be charged where applicable if customer is unable to provide proof of exemption.

2. Payment Terms

All orders are cash in advance. At CXT's discretion, credit may be given after approval of credit application. Payment to CXT by the purchaser of any approved credit amount is net 30 days after submission of invoice to purchaser. Interest at a rate equal to the lower of (i) the highest rate permitted by law; or (ii) 1.5% per month will be charged monthly on all unpaid invoices beginning the 35th day (includes 5 day grace period) from the date of the invoice. Under no circumstances can a retention be taken and purchaser shall pay the full invoiced amount without offset or reduction. These terms are available upon approval of credit. If CXT initiates legal proceeding to collect any unpaid amount or other dispute arising out of or relating to this Quote, purchaser shall be liable for all of CXT's costs, expenses and attorneys fees associated with such litigation, including the fees and costs of any appeal.

3. Quotation Term: This offer is subject to acceptance within 60 days from the date of this quotation. After that time, prices are subject to change without notice.

4. Drawings

Prices do not include any documentation other than standard drawings, packing lists, and invoices, unless otherwise stated in quote. Special documentation, reports, or submittals can be supplied at an additional cost. If additional engineering, engineering seals, state approvals, drawings, or insignias are required additional charges may incur.

5. Delivery

Delivery will be scheduled immediately upon receipt of written customer approval of all building submittals, building worksheet(s) and signed contract/purchase order. In the event delivery of the buildings ordered is/are not completed within 30 days of the agreed to schedule through no fault of CXT, an invoice for the full contract value (excluding shipping and installation costs) will be submitted for payment, the terms of which will be as per item 2 in our quotation. Delivery and installation charges will be invoiced at the time of delivery and installation. Should the delivery and installation costs increase due to changes in the delivery period, this increase in cost will be added to the price originally quoted, and will be subject to the contract payment terms. In the event that the delivery is delayed more than 45 days after the agreed to schedule and through no fault of CXT, then in addition to the remedies above, a storage fee of 1 1/2% of contract price per month or part of any month will be charged.

6. Fuel Costs

Fuel costs for crane and freight have been quoted at fuel prices furnished at the time of quotation. If at the time of delivery and installation these costs have risen, CXT reserves the right to adjust the freight and crane costs to reflect the fuel costs furnished at the time of delivery.

7. Responsibilities of the Customer

- A. Stake exact location building is to be set, including orientation.
- B. Provide clear and level site, free of overhead and/or underground obstructions.
- C. Provide site accessible to normal highway trucks and sufficient area for the crane to install and other equipment to perform the contract requirements.
- D. Customer shall provide notice in writing of low bridges, roadway width or grade, unimproved roads or any other possible obstacles from State highway and/or main county road to site. CXT reserves the right to charge the customer for additional costs incurred for special equipment required to perform delivery and installation.
- E. Customer is responsible for all permits required.
- F. Completing and complying with Pre-Order Information Worksheet that is incorporated herein by this reference.

8. Access to Site

For Installation methods described below in paragraph 9 A & B, delivery will be made in normal highway trucks and trailers. If at the time of delivery conditions of access are hazardous or unsuitable for truck equipment for any reason, CXT shall be entitled to payment for extra costs to ensure a safe and quality installation to the chosen site or will agree to an alternative site with better access.

To safely offload the facility referred to within this quotation, CXT must have clear and unobstructed access next to the gravel pad or hole where the facility will be placed. CXT is not responsible for cracked or damaged roads, driveways, sidewalks or aprons that are in the path of the delivery trucks or cranes at the final offloading site. Should CXT be required to obtain a larger crane than quoted due to site amenities or hardscapes, CXT will charge the customer the difference between the crane originally quoted, and the one that was hired to successfully offload the facility safely and efficiently.

9. Installation

- A. **Full Install.** If the customer opts to have full installation of their new building, CXT will provide a backhoe trailered into the site, and prepare the customer site at the marked hole/pad area. The crane will arrive and set up next to the hole/pad. Any requirements to lift the building over obstacles or not having the ability of the crane to be right next to the hole could incur additional charges. The size of the crane varies however most cranes require an area of 18'x18' for their outriggers. Truck(s) carrying the vaults and the building systematically pull up right next to the crane and are offloaded onto the site. Any requirements to lift the building over obstacles or not having the ability of the truck to be right next to the crane could incur additional charges. Installation crew then performs all necessary excavation, backfill, compaction, site grading, and connection of utilities (if applicable). Please note: additional time and any special equipment needed by the installation crew for unscheduled site work will be billed to the customer.
- B. **Set-Only Install.** If the customer opts to prepare the hole, and do earthwork preparation for the site, the customer will move all excess dirt to allow access by the crane and semi-truck. The crane will arrive and set up next to the hole/pad. Any requirements to lift the building over obstacles or not having the ability of the crane to be right next to the hole could incur additional charges. The size of the crane varies however most cranes require an area of 18'x18' for their outriggers. Truck(s) carrying the vaults and the building systematically pull up right next to the crane and are offloaded onto the site. Any requirements to lift the building over obstacles or not having the ability of the truck to be right next to the crane could incur additional charges. Customer performs all necessary excavation, backfill, compaction, site grading, connection of utilities (if applicable). If the pad for a flush building, or a customer prepared excavation/hole prep is not to CXT specifications, and results in extra costs the customer will be responsible for these extra costs.
- C. **Ship-Only.** If customer opts to self-install their building CXT can provide a drawing of the recommended lifting/rigging arrangement plus the four special lifting plates for the buildings itself with a charge of \$5,000.00 to purchase the lifting plates and hardware to lift the building and vaults. The CXT arrangements will help prevent damage to the building. CXT will not take responsibility for any damage/accidents to the building or workers during the use or non-use of our recommended lifting/rigging arrangements.
- D. CXT shall be entitled to reimbursement from customer for any expenses that are the result of conditions encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated by the customer or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities at the customer's location.
- E. Should customer request additions or changes to the work, CXT shall be entitled to payment for additional or changed work. Any request for additions or changed work shall be in writing executed by Customer Field Representative by signing the additional work required section of the Building Acceptance Form, incorporated herein by this reference.

10. Transportation

Your building(s) will be transported from our plant to your installation site via semi-truck with trailer. The length and clearance vary with the style of trailer used to accommodate your building model(s) and must be taken into consideration when determining access to site. If you ordered a(n)...

Cascadian/Rocky Mountain - Requires 1 truck: When shipped in 2-pieces (standard) the building with vault is shipped on a flatbed trailer. The length of the

tractor-trailer can be up to 75' long. Must have a 14' height clearance to access site.

Gunnison - Requires 1 truck: Shipped with its vault, this building is typically shipped on a step-deck trailer. The length of the tractor-trailer can be up to 75' long. Must have 14' height clearance to access site.

Tioga Special • Requires 2 trucks: 1 to transport the building and 1 to transport vaults. The building is typically shipped on a step-deck trailer and 2 vaults are typically transported on a flatbed trailer. The length of the tractor-trailer can be up to 75' long. Must have 14' height and 14' width clearance to access site.

Dbl Cascadian/Dbl Rocky Mountain • Requires 2 trucks: 1 to transport the building and 1 to transport the vaults. The building is typically shipped on a dbl-drop or low boy trailer (approximate ground clearance of 4 to 6") and the 2 vaults are typically transported on a flatbed trailer. The length of the tractor-trailer can range from 75' to 80'. Must have 14' height and 14' width clearance to access site.

Cortez/Ozark I/Teton/Pioneer - Requires 1 truck: Generally shipped on a step-deck trailer. The length of the tractor-trailer can be up to 75' long. Must have a 14' height and 14' width clearance to access site.

Large Flush, Sectional, or Custom Bldgs -

(Arapahoe/OzarkII/Cheyenne/Montrose/Taos/Rainier/PomonayNavajo/Malibu/Kodiak/FontanayDiablo/Denali)

Requires 2-4 trucks, depending on size of building. Each section will be shipped on an RGN trailer (approximate ground clearance of 4 to 6"). The length of the tractor-trailer can range from 80' to 115'. Must have 14' height and 14' width clearance to access site. The Denali model could ship on either an RGN trailer or a dbl-drop.

Schweltzer/Mendocino - Requires 1-2 trucks, depending on size of building. Generally shipped on a step-deck trailer. The length of the tractor-trailer can be up to 75' long. Must have 14' height and 14' width clearance to access site.

#### 11 CXT Warranty

CXT warrants that all structures sold pursuant hereto will, when delivered, conform to specifications of the building listed on the quote. Structures shall be deemed accepted and meeting specifications unless notice identifying the nature of any non-conformity is provided to CXT in writing within one (1) year of delivery. It is specifically understood that CXT's obligation hereunder is for credit or repair only. CXT will repair structural defects against materials and workmanship for one (1) year from date of delivery provided CXT is first given the opportunity to inspect said structure. CXT warranties all components sold within all structures pursuant here to when delivered within structures. Components deemed accepted and meeting specifications shall be warranted for a period of one (1) year against defects in the materials and/or workmanship from said date of delivery. CXT is not responsible for components that are damaged due to misuse, acts of violence, negligence, acts of God, or accidents. Shipping, handling, installation or other incidental or consequential costs, unless otherwise agreed to in writing by CXT, are not included.

This warranty shall not apply to:

Any goods which have been repaired or altered without CXT's express written consent, in such a way as in the reasonable judgment of CXT, to adversely effect the stability or reliability thereof;

To any goods which have been subject to misuse, negligence, acts of God, or accidents;

To any goods which have not been installed to manufacturer's specifications and guidelines, improperly maintained, or used outside of the specifications for which such goods were designed.

#### 12. Disclaimer of Other Warranties

THE WARRANTY SET FORTH ABOVE IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED. CXT MAKES NO OTHER WARRANTY EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

#### 13. Limitation of Remedies

In the event of any breach of any obligations hereunder; breach of any warranty regarding the goods, or any negligent act or omission of any party, the parties agree to submit all claims to binding arbitration. Any settlement reached shall include all reasonable costs including attorney fees. In no event shall CXT be subject to or liable for any incidental or consequential damages. Without limitation on the foregoing, in no event shall CXT be liable for damages in excess of the purchase price of the goods herein offered.

#### 14. Acceptance

The foregoing terms will be deemed accepted in full by signature and return of one copy to CXT, subject to customer credit approval. A copy of any applicable form of payment security device (i.e. payment bonds) available to CXT shall be included with the signed copy of this agreement.

#### 15. Timing of Billing to Buyer

Seller will invoice Buyer upon shipment from its supplier or facility, unless otherwise indicated on the face of this document.

#### 16. Storage of Material For Buyer

If, at Buyer's request, goods covered by this document are held at Seller's facility or service provider for more than 21 days after they are available for shipment, Buyer shall accept Seller's invoice and pay said invoice based on payment terms set forth herein.

#### 17. Material Reservation

Seller will only reserve material for 30 days with receipt of an executed purchase order, quote or order acknowledgement acceptable to Seller. After that time, material availability, price and shipment date may be adjusted, at Seller's option.



Bidders	Base Bid
1. FPE	\$648,703
2. MKD Construction	\$677,012.19

Staff recommends award to FPE as the lowest responsive and responsible bidder.

**Applicable Statute, Code, Policy, Rule or Regulation**

NRS Chapter 338

**Financial Information**

**Is there a fiscal impact?** Yes

**If yes, account name/number:** Project # P500023001

Residential Construction Tax Fund Capital Improvements Account / 3505000-507010

**Is it currently budgeted?** Yes

**Explanation of Fiscal Impact:** Project # P500023001, Account 3505000-507010 will be reduced by a not to exceed amount of \$713,573.30. The current project funding available is \$500,000.00. If this request is approved, \$63,716.00 will be transferred from Undesignated to the project. The current undesignated balance is \$63,716.88. In addition, the City currently has approximately \$200,000.00 in Residential Construction Tax Revenue, in excess of the Revenue budget in FY 2023. Of that, \$157,000.00 can be added to the Project budget during the June 2023 budget augmentations. This would cover Construction, Contingency, Materials Testing, Bid Advertisement and Plan-sets. The total project budget would be \$720,716.00.

**Alternatives**

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

**Attachments:**

[23300306 Bid Tabulation\\_ROA.pdf](#)

[23300306 DRAFT Contract.pdf](#)

**Board Action Taken:**

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

\_\_\_\_\_  
(Vote Recorded By)

**BID# 23300306 Blackwells Playground Replacement and Landscape Renovation**

**Date and Time of Bid Opening: 4/4/2023 @ 11:30AM**

Line #	Description	QTY	UOM	Four Point Engineering		MKD Construction	
				Unit	Extended	Unit	Extended
1.1	Mobilization, Demobilization, Clean-Up, Temporary Fencing	1	LS	\$50,000.00	\$50,000.00	\$94,629.00	\$94,629.00
1.2	Demo Existing Landscape, Concrete and Playground	15337	SF	\$4.00	\$61,348.00	\$5.87	\$90,028.19
1.3	Existing Tree Protection	11	EA	\$500.00	\$5,500.00	\$167.00	\$1,837.00
1.4	Grading, Earthwork, Cut, Fill	1	LS	\$65,000.00	\$65,000.00	\$16,000.00	\$16,000.00
1.5	ADA Concrete Ramp, complete in place	1	LS	\$6,500.00	\$6,500.00	\$7,300.00	\$7,300.00
1.6	PCC sidewalk prep, base, form and pour	825	SF	\$15.00	\$12,375.00	\$18.00	\$14,850.00
1.7	PCC flatwork prep, base, form and pour under rubber tiles	1975	SF	\$17.00	\$33,575.00	\$20.00	\$39,500.00
1.8	Furnish and install Big T Recreation custom play equipment #21-6794A	1	LS	\$105,000.00	\$105,000.00	\$126,800.00	\$126,800.00
1.9	PCC 6x12 Curb prep, base, form and pour	180	LF	\$35.00	\$6,300.00	\$51.00	\$9,180.00
1.10	Rubber Tile purchase and Installation	1975	SF	\$27.00	\$53,325.00	\$32.00	\$63,200.00
1.11	Furnish and Install Deciduous Trees	9	EA	\$2,200.00	\$19,800.00	\$625.00	\$5,625.00
1.12	Furnish and Install Evergreen Trees	11	EA	\$2,600.00	\$28,600.00	\$750.00	\$8,250.00
1.13	Furnish and Install Assorted Shrubs	209	EA	\$160.00	\$33,440.00	\$125.00	\$26,125.00
1.14	Furnish and Install Boulders	40	EA	\$600.00	\$24,000.00	\$470.00	\$18,800.00
1.15	Irrigation Modifications and New Drip Irrig.	1	LS	\$45,000.00	\$45,000.00	\$25,000.00	\$25,000.00
1.16	Furnish and Install Split Rail Fencing	305	LF	\$92.00	\$28,060.00	\$49.00	\$14,945.00
1.17	Re-Install Bronze Park Plaque on New Interpretive Panel	1	LS	\$5,000.00	\$5,000.00	\$1,400.00	\$1,400.00
1.18	Relocate Existing Park Monument Sign	1	LS	\$2,500.00	\$2,500.00	\$2,800.00	\$2,800.00
1.19	Furnish and Install 10' ADA Picnic Table	1	EA	\$3,000.00	\$3,000.00	\$4,500.00	\$4,500.00
1.20	Furnish and Install 6' Picnic Tables	2	EA	\$2,800.00	\$5,600.00	\$3,400.00	\$6,800.00
1.21	Furnish and Install 6' Benches with Backs	3	EA	\$2,000.00	\$6,000.00	\$1,200.00	\$3,600.00
1.22	Furnish and Install Trash Receptacles	3	EA	\$2,500.00	\$7,500.00	\$1,600.00	\$4,800.00
1.23	Furnish and Install Bike Racks	3	EA	\$1,000.00	\$3,000.00	\$540.00	\$1,620.00
1.24	Shade Structure Prep. and Re-Paint	1	LS	\$8,500.00	\$8,500.00	\$12,500.00	\$12,500.00
1.25	Furnish and Install Ground Cover Mulches and Fabric	12390	SF	\$2.00	\$24,780.00	\$5.70	\$70,623.00
1.26	Playground Safety Audit	1	LS	\$5,000.00	\$5,000.00	\$6,300.00	\$6,300.00
<b>Schedule A: Base Bid Items</b>				<b>\$648,703.00</b>		<b>\$677,012.19</b>	

**Carson City is recommending award to Four Point Engineering, and is tentatively scheduled for approval and award at the May 4, 2023 Board of Supervisors meeting.**

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

**Contract No: 23300306**

## **Title: Blackwell's Playground Replacement and Landscape Renovation**

THIS CONTRACT is made and entered into this 4th day of May, 2023, by and between Carson City, a consolidated municipality, a political subdivision of the State of Nevada, hereinafter referred to as "CITY", and Four Point Engineering, 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. 23300306**, titled **Blackwells Playground Replacement and Landscape Renovation** (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. 23300306 including, but not limited to, the Notice to Contractors, 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	_____

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 23300306

## Title: Blackwell's Playground Replacement and Landscape Renovation

### 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](http://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:

William Wulfing, President  
Four Point Engineering, Inc.  
PO Box 137  
Wellington, NV 89444  
775-720-2089  
[Fourpointengineering@gmail.com](mailto:Fourpointengineering@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](mailto: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 Six Hundred Forty Eight Thousand Seven Hundred Three Dollars and 00/100 (\$648,703.00).

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 23300306

## Title: Blackwell's Playground Replacement and Landscape Renovation

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.

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

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 23300306

## Title: Blackwell's Playground Replacement and Landscape Renovation

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

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 23300306

## Title: Blackwell's Playground Replacement and Landscape Renovation

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

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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:

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(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

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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.

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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

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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

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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.

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- 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.

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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.

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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).

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 23300306

## Title: Blackwell's Playground Replacement and Landscape Renovation

### 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: 23300306**

**Title: Blackwell’s Playground Replacement and  
Landscape Renovation**

**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](mailto:CAkers@carson.org)

**CITY’S LEGAL COUNSEL**

Carson City District Attorney  
I have reviewed this Contract and approve  
as to its legal form.

By: \_\_\_\_\_  
Sheri Russell-Benabou, Chief Financial Officer

By: \_\_\_\_\_  
Deputy District Attorney

Dated \_\_\_\_\_

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

Project# P500023001  
Account # 3505000-507010

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

Dated \_\_\_\_\_

**PROJECT CONTACT PERSON:**

Nick Wentworth, Project Manager  
Telephone: 775-283-7733

**CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT**

**Contract No: 23300306**

**Title: Blackwell's Playground Replacement and  
Landscape Renovation**

**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:** William Wulfing

**TITLE:** President

**FIRM:** Four Point Engineering, Inc.

**CARSON CITY BUSINESS LICENSE #:** BL-001048

**NEVADA CONTRACTORS LICENSE #:** 0078773A

**Address:** PO Box 137

**City:** Wellington      **State:** NV      **Zip Code:** 89444

**Telephone:** 775-720-2089

**E-mail Address:** [fourpointengineering@gmail.com](mailto:fourpointengineering@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: 23300306**

**Title: Blackwell's Playground Replacement and  
Landscape Renovation**

**CONTRACT ACCEPTANCE AND EXECUTION:**

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of May 4, 2023, approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 23300306** and titled **Blackwell's Playground Replacement and Landscape Renovation**. 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 4th day of May 2023.

**ATTEST:**

\_\_\_\_\_  
WILLIAM SCOTT HOEN, CLERK-RECORDER

DATED this 4th day of May 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# 23300306** and titled **Blackwell's Playground Replacement and Landscape Renovation** 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.



# 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# 23300306** and titled **Blackwell's Playground Replacement and Landscape Renovation** 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.



CITY OF CARSON CITY, NEVADA – BID BOND

KNOW ALL MEN BY THESE PRESENTS: That we the undersigned Four Point Engineering, Inc., as "Principal," and Travelers Casualty and Surety Company of America, as "Surety," are hereby held and firmly bound unto the City of Carson City, Nevada, as "Obligee," in the penal sum of Five Percent of the bid Amount dollars (\$ 5% ) for the payment of which, well and truly to be made, the Principal and Surety bind themselves, their heirs, executors, and administrators, successors and assigns, jointly and severally, by this instrument. The condition of the obligation of this bid bond is as follows:

WHEREAS, NRS 332.105 authorizes local governments to require bid bonds to insure execution and proper performance of the Contract and the Bonding Company has an "A" or better rating with Moody's or A.M. Best and T-Listed with the U.S. Treasury Department;

AND, WHEREAS, the Principal has submitted a bid for Bid # 23300306, PWP # CC-2023-275, for the Project Title: Blackwells Playground Replacement and Landscape Renovation,

NOW, THEREFORE,

- (a) If said Bid shall be rejected; or
- (b) If said Bid shall be accepted and the Principal shall execute and deliver the contract in the bid documents ("Contract") to Obligee in accordance with the terms of the bid documents, and give such bond or bonds as may be specified in the bid or contract documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or
- (c) If the Principal shall pay to the Obligee the full amount of the bid bond as a penalty irrespective of the Obligee's actual damages in the event of the failure of the Principal to enter into such Contract and give such bond or bonds,

then, this obligation shall be null and void. Otherwise it shall remain in full force and effect, it being expressly understood and agreed that the liability of the Surety (but not of the Principal) for any and all claims hereunder shall, in no event, exceed the penal amount of the obligation as herein stated.

The Surety, for the consideration for which this bond was executed, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Obligee may accept such bid, and hereby waives notice of any such extension.

**IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and the Surety has caused their seal to be hereto affixed and these present to be signed by their proper officers.**

Signed, Sealed and dated: March 15, 2023

Four Point Engineering, Inc.

Principal  
By: [Signature]

Travelers Casualty and Surety Company of America

Surety  
By: [Signature]  
Todd Medel, Attorney-in-Fact





**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **TODD C MEDEL** of **MINDEN Nevada** their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

City of Hartford ss.

By:   
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026



  
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

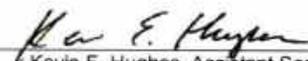
**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **15** day of **March**, 2023



  
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

# ALL-PURPOSE ACKNOWLEDGEMENT

State of Nevada

County of DOUGLAS

On MARCH 15, 2023 before me, JEREMY D. HERMSMEYER,  
(Notary)

Notary Public, personally appeared, TODD MEDEL; WADE WOLFING  
Name(s) of Document Signer(s)

Personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

J.D. Hermsmeyer  
(Signature of Notary)



(Affix seal in the above blank space)



**23300306 (PWP# CC-2023-275)**

**Four Point Engineering  
Supplier Response**

**Event Information**

Number: 23300306 (PWP# CC-2023-275)

Title: Blackwells Playground Replacement and Landscape Renovation

Type: Invitation for Bid

Issue Date: 3/7/2023

Deadline: 4/4/2023 11:00 AM (PT)

Notes: **Summary: The Blackwells Playground Replacement and Landscape Renovation Project will consist of tree protection, demolition of existing playground, concrete sidewalk, curbing, landscaping and turf to prepare for earthwork cut and fill, grading, installation of sidewalk, curb, flatwork, play structure, soft fall tiles, trees, shrubs, fencing, ground mulches, weed fabric, shade structure repainting, irrigation modifications, drip irrigation and all common phases customarily associated with this type of project. Temporary fencing, minor traffic control signage, barricades, site safety and protection of public from hazards at all times during construction and throughout the duration of the project is also included. Existing infrastructure (signage and striping, driveways, curb and gutter, sidewalk, utilities) will be returned to current or better condition.**

**Project # p500023001**

**PWP# CC-2023-275**

**Engineers Estimate: \$484,664.00**

## Contact Information

Contact: Carol Akers, Purchasing & Contracts Administrator

Address: Suite 2

City Hall - Executive Office

201 North Carson Street, Suite 2

Carson City, NV 89701

Phone: 1 (775) 283-7362

Fax: 1 (775) 887-2286

Email: [cakers@carson.org](mailto:cakers@carson.org)

## Four Point Engineering Information

Contact: Wade Wulfig  
 Address: PO Box 137  
 wellington, NV 89444  
 Phone: (775) 720-2089  
 Fax: (775) 465-1216  
 Email: fourpointengineering@gmail.com

By submitting your response, you certify that you are authorized to represent and bind your company.

William Wulfig  
 Signature

fourpointengineering@gmail.com  
 Email

Submitted at 4/3/2023 08:50:46 PM (PT)

## Requested Attachments

### Bid Bond Form

Bid Bond.pdf

This document is required at time of bid submission. You can download this document from the "Attachments" Tab.

### Vendor Information Form

Vendor Information.pdf

This document is required at time of bid submission. You can download this document from the "Attachments" Tab.

### References

References.pdf

This is required at time of bid submission. Refer to Attributes for information needed.

### 5% Subcontractor Information

5% Subcontractor Info.pdf

This document is required at time of bid submission. Contractor must self-list. You can download this document from the "Attachments" Tab.

### 1% Subcontractor Information

1% Subcontractor Info.pdf

Required 2 hours after bid opening. Contractor must self-list. This form can be located in the "Attachments section of this bid"

Email to CAkers@carson.org

### Certification of Auth & Understanding

Cert. of Auth & Understanding.pdf

This document is required at time of bid submission from the General Contractor. You can download this document from the "Attachments" Tab.

### Conflict of Interest

Conflict of Interest.pdf

This document is required at time of bid submission from the General Contractor. You can download this document from the "Attachments" Tab.

### Local Preference Affidavit

Local Preference Affidavit.pdf

This document is required at time of bid submission. You can download this document from the "Attachments" Tab.(If Applicable)

### Certificate of Eligibility (NRS 338.147 & 338.1389)

Cert. of Eligibility.pdf

Required Certificate from General at time of bid (If Applicable)

### State Prevailing Wages

No response

Due 24 hours after bid submission from General Contractor-email to Cakers@carson.org

### Project Workforce Checklist

No response

Due 24 hours after bid submission from apparent low General Contractor-email to Cakers@carson.org

<b>1</b>	<b>Contractor's License</b> Carson City has determined that the responsive bidder must possess a minimum of a Class <b>C</b> with appropriate sub-classifications or subcontractors. All Contractors license shall be in good standing and issued by the Nevada State Contractor's Board at the time of the bid.  <input checked="" type="checkbox"/> Acknowledged (Acknowledged )
<b>2</b>	<b>A Copy of Contractor's Certificate of Eligibility</b> A copy of Contractor's Certificate of eligibility issued by the State of Nevada Contractors' Board as proof of Bidder's compliance with the provisions of N.R.S. 338.147 must be submitted with his/her bid for the preference to be considered. This Statute does not apply to projects expected to cost less than \$250,000.  <input checked="" type="checkbox"/> Acknowledged (Acknowledged )
<b>3</b>	<b>Substitutions</b> No substitution or revision to this Bid Proposal form will be accepted. Carson City will reject any Bid that is received that has changes or alterations to this document.  <input checked="" type="checkbox"/> Acknowledged (Acknowledged )
<b>4</b>	<b>Acknowledgement of Addendums</b> Bidder acknowledges receipt of _____ Addendums. <div style="border: 1px solid black; padding: 2px; width: fit-content;">0</div>
<b>5</b>	<b>References</b> Submit <b>(In Response Attachments)</b> at least (3) contracts of a similar nature performed by your firm in the last (3) years. If NONE, use your Company's letterhead (and submit with your bid proposal) to list what your qualifications are for this contract. Carson City reserves the right to contact and verify, with any and all references listed, the quality of and the degree of satisfaction for such performance. <b>Information to be included:</b> 1. Company Name 2. Mailing Address 2. Telephone Number 4. E-Mail 5. Project Title 6. Amount of Contract 7. Scope of Work  <input checked="" type="checkbox"/> Acknowledged (Acknowledged )
<b>6</b>	<b>Prevailing Wages (State/Local)</b> The successful bidder will be required to provide the current Prevailing Wages used in preparation of their bid within 24 hours of bid submission. The bidder is responsible to verify with the Labor Commissioner if any addendums have been issued. (Email to Cakers@carson.org)  <input checked="" type="checkbox"/> Acknowledged (Acknowledged )

## 7 Required Documents

Exhibit A

### Acknowledgement of Required Documents:

**Bid Bond**-Due at Bid Submission

**Vendor Information**-Due at Bid Submission

**References**-Due at Bid Submission

**5%-Sub-Contractor Information**-Due at Bid Submission **General Contractor Must Self List(Email to Cakers@carson.org)**

**1%-Sub-Contractor Information**-Due by the (3) three lowest bidders (2) two hours after bid opening **General Contractor Must Self List(Email to Cakers@carson.org)**

**Cert of Authorization & Understanding**-Due from General at Bid Submission/Sub-Contractors first week of work

**Conflict of Interest**-Due from General at Bid Submission/Sub-Contractors first week of work

**Local Preference Affidavit**-Due at time of Bid Submission (If applicable)

**Certificate of Eligibility**-(NRS 338.14 & 338.1389-Due from General at Bid Submission (If applicable)

**Project Workforce Checklist**-Due from Lowest Bid-General Contractor 24 hours after bid opening **(Email to Cakers@carson.org)**

**Prevailing Wage Determination(State)**-Due from General Contractor 24 hours after bid opening **(Email to Cakers@carson.org)**

**Sub Contractor Monthly Payment Form**-Due with each pay application submitted

Acknowledged (Acknowledged )

**Apprentices-NRS 338.01165; SB 207 (2019)**

As of January 1, 2020, NRS 338.01165 requires all contractors employing workers on certain public works projects to utilize apprentices for portions of the work. One or more apprentices must be used for at least 10% of the total hours on vertical construction and 3% of the total hours for horizontal construction. These percentages apply to the total hours of labor worked for each apprenticed craft or type of work to be performed on the public work for which more than three workers are employed. Under NRS Chapter 338, this project is a public work that requires the use of apprentices. All contractors must comply with NRS 338.01165 for this project, unless a modification, waiver, or exemption applies.

The Nevada Labor Commissioner has prepared forms for use in complying with the apprenticeship requirements. The following forms are available on the Labor Commissioner's website at: [http://labor.nv.gov/Apprenticeship\\_Utilization\\_Act/Apprenticeship\\_Utilization\\_Act/](http://labor.nv.gov/Apprenticeship_Utilization_Act/Apprenticeship_Utilization_Act/)

- **Apprenticeship Utilization Request Form**  
Titled "Request For Apprentice Availability On A Public Work"
- **Apprenticeship Utilization Waiver Request Form**  
Titled: "Apprenticeship Utilization Act Waiver Request"
- **Apprenticeship Agreement Form**  
Titled: "Apprentice Agreement"
- **\*Sample\* Project Workforce Checklist**  
Titled: "Project Workforce Checklist"

**NO APPRENTICESHIP DOCUMENTS ARE REQUIRED TO BE SUBMITTED WITH A CONTRACTOR'S BID.**

After the bids are opened, the apparent successful bidder must provide the Project Workforce Checklist to the City within 24 hours after bid opening, that indicates expected classification of workers on the project and the determination as to whether or not apprentices may be required. **(Email to [Cakers@carson.org](mailto:Cakers@carson.org))**

After the bid is awarded a pre-construction meeting will be held to set up the construction schedule. When working dates are known and if apprentices are required by NRS 338.01165, the Apprenticeship Utilization Request Form should be submitted to the necessary Registered Apprenticeship Programs to request apprentices for the project.

Waiver requests may be submitted to the City at any time, due to NRS 338.01165(10)(d) (1) (no apprentices available from apprenticeship programs within Carson City's jurisdiction) (2) (required to perform uniquely complex or hazardous tasks on the public work that require the skill and expertise of a greater percentage of the journeymen) or (3) (apprentices requested from an apprenticeship program have been denied or not approved within 5 business days). The waiver requests should be submitted to the City as soon as the need for a waiver is known. Along with the waiver request, the contractor and any subcontractors must provide to the City all required documentation to support the waiver request.

Upon receipt of any waiver requests, the City will forward the materials to the Nevada Labor Commissioner for consideration and possible approval. Upon receipt of that determination, the City will communicate the results back to the Contractor as soon as possible.

**IF NO WAIVER OR MODIFICATION IS OBTAINED, THE CONTRACTOR IS RESPONSIBLE FOR COMPLYING WITH THE APPRENTICESHIP REQUIREMENTS OF NRS 338.01165.**

Acknowledged (Acknowledged )

**9 Acknowledgement & Execution of Bid Proposal**

**Exhibit A**

I the Bidder, do depose and say: That I am the Bidder or authorized agent of the Bidder; and that I have read and agree to abide by this Bid which includes, but is not limited to the following documents: Instructions to Bidders, Bid Bond, Proposal Summary, Contract Award Instructions and Information, Sample Contract, Sample Performance Bond, Sample Labor and Material Payment Bond, General Conditions, Special Conditions, Standard Specifications, Technical Specifications, Geotechnical Report (if any), Contract Drawings, Permits (if any), and any addenda issued and understands the terms, conditions, and requirements thereof; that if his/her bid is accepted that he/she agrees to furnish and deliver all materials except those specified to be furnished by the City (Owner) and to do and perform all work for said project, together with incidental items necessary to complete the work to be constructed in accordance with the Contract Documents, Contract Drawings, and Specifications annexed hereto.

Acknowledged (Acknowledged )

**Bid Lines**

**1 Package Header**

Schedule A: Base Bid Items

Quantity:   1   UOM:  EA  Total:

**Package Items**

**1.1 Mobilization, Demobilization, Clean-Up, Temporary Fencing**

Quantity:   1   UOM:  LS  Unit Price:  Total:

**1.2 Demo Existing Landscape, Concrete and Playground**

Quantity: 15337 UOM:  SF  Unit Price:  Total:

**1.3 Existing Tree Protection**

Quantity:  11  UOM:  EA  Unit Price:  Total:

**1.4 Grading, Earthwork, Cut, Fill**

Quantity:   1   UOM:  LS  Unit Price:  Total:

**1.5 ADA Concrete Ramp, complete in place**

Quantity:   1   UOM:  LS  Unit Price:  Total:

**1.6 PCC sidewalk prep, base, form and pour**

Quantity:  825  UOM:  SF  Unit Price:  Total:

**1.7 PCC flatwork prep, base, form and pour under rubber tiles**

Quantity: 1975 UOM:  SF  Unit Price:  Total:

**1.8 Furnish and install Big T Recreation custom play equipment #21-6794A**

Quantity:   1   UOM:  LS  Unit Price:  Total:

**1.9 PCC 6x12 Curb prep, base, form and pour**

Quantity:  180  UOM:  LF  Unit Price:  Total:

**1.10 Rubber Tile purchase and Installation**

Quantity: 1975 UOM:  SF  Unit Price:  Total:

**1.11 Furnish and Install Deciduous Trees**

Quantity:   9   UOM:  EA  Unit Price:  Total:

**1.12 Furnish and Install Evergreen Trees**

Quantity:  11  UOM:  EA  Unit Price:  Total:

**1.13 Furnish and Install Assorted Shrubs**Quantity: 209 UOM: EA Unit Price:  Total: **1.14 Furnish and Install Boulders**Quantity: 40 UOM: EA Unit Price:  Total: **1.15 Irrigation Modifications and New Drip Irrig.**Quantity: 1 UOM: LS Unit Price:  Total: **1.16 Furnish and Install Split Rail Fencing**Quantity: 305 UOM: LF Unit Price:  Total: **1.17 Re-Install Bronze Park Plaque on New Interpretive Panel**Quantity: 1 UOM: LS Unit Price:  Total: **1.18 Relocate Existing Park Monument Sign**Quantity: 1 UOM: LS Unit Price:  Total: **1.19 Furnish and Install 10' ADA Picnic Table**Quantity: 1 UOM: EA Unit Price:  Total: **1.20 Furnish and Install 6' Picnic Tables**Quantity: 2 UOM: EA Unit Price:  Total: **1.21 Furnish and Install 6' Benches with Backs**Quantity: 3 UOM: EA Unit Price:  Total: **1.22 Furnish and Install Trash Receptacles**Quantity: 3 UOM: EA Unit Price:  Total: **1.23 Furnish and Install Bike Racks**Quantity: 3 UOM: EA Unit Price:  Total: **1.24 Shade Structure Prep. and Re-Paint**Quantity: 1 UOM: LS Unit Price:  Total: **1.25 Furnish and Install Ground Cover Mulches and Fabric**Quantity: 12390 UOM: SF Unit Price:  Total: **1.26 Playground Safety Audit**Quantity: 1 UOM: LS Unit Price:  Total: **Response Total: \$648,703.00**

## Vendor Information

Vendor Information:	
Company Name: <b>Four Point Engineering</b>	Federal ID No: <b>81-3727413</b>
Mailing Address: <b>PO BOX 137</b>	UEI/DUNS #: <b>010267272</b>
Telephone Number: <b>775-720-2089</b>	City, State, Zip Code: <b>Wellington NV 89444</b>
	Email: <b>fourpointengineering@gmail.com</b>

Contact Person/Title:	
Name: <b>Wade Wolfing</b>	Title: <b>President</b>
Mailing Address: <b>PO BOX 137</b>	City, State, Zip Code: <b>Wellington NV 89444</b>
Telephone Number: <b>775-720-2089</b>	Email: <b>fourpointengineering@gmail.com</b>

Licensing Information:	
Nevada State Contractor's License Number: <b>0078773A</b>	
License Classification(s): <b>A- General Engineering</b>	Date Issued: <b>9/19/2017</b>
Limitation(s) of License: <b>4,000,000</b>	Date of Expiration: <b>9/30/2023</b>
Name of Licensee: <b>William Wolfing</b>	
Carson City Business License Number:	

Name of Licensee:		
<b>Disclosures of Principals:</b>		
<b>Individual and/or Partnership:</b>		
<b>(1) Owner Name:</b> William Wolfing		
Address: PO Box 137		
City: Wellington	State: NV	Zip Code: 89444
Telephone: 775-720-2089	Email: <a href="mailto:surpantengineering@gmail.com">surpantengineering@gmail.com</a>	
<b>(2) Owner Name:</b> Cynthia Wolfing		
Address: PO Box 137		
City: Wellington	State: NV	Zip Code: 89444
Telephone: 775-720-7794	Email: <a href="mailto:cwwolfing1@gmail.com">cwwolfing1@gmail.com</a>	
<b>(1) Other Title:</b>		
Name: Joshua Rasmussen		
<b>(2) Other Title:</b>		
Name:		

TOWN OF MINDEN- JD FRISBY

1604 ESMERALDA AVE.

MINDEN, NV 89423

435-559-1185

[JFRISBY@DOUGLASNV.US](mailto:JFRISBY@DOUGLASNV.US)

SEEMAN RANCH PARK IMPROVEMENTS

\$950,000

IRRIGATION, LANDSCAPE, GRADING, PRECAST RESTROOM, CONCRETE, PAVING

DOUGLAS COUNTY- SCOTT MCCULLOUGH

1594 ESMERALDA AVE.

MINDEN, NV 89423

775-790-5212

[SMCCULLOUGH@DOUGLASNV.US](mailto:SMCCULLOUGH@DOUGLASNV.US)

JOHNSON LANE PARK SITE IMPROVEMENT PROJECT

\$580,000

LANDSCAPE, IRRIGATION, PAVERS, CONCRETE, ASPHALT, FENCING

CARSON CITY- RICK COOLEY

3505 BUTTI WAY

CARSON CITY, NV 89701

775-443-5352

[RCOOLEY@CARSON.ORG](mailto:RCOOLEY@CARSON.ORG)

CENTENNIAL PARK SEWER EXTENSION PROJECT

\$180,000

IRRIGATION, CONCRETE, KITCHEN REMODEL, SEWER MAIN, GRADING

**BIDDER SUBCONTRACTOR INFORMATION**  
 (For subcontractors exceeding five percent (5%) of the bid amount)

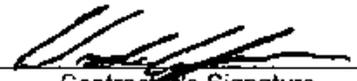
Contract No.: \_\_\_\_\_ Contractor: Four Point Engineering  
 Project No(s): \_\_\_\_\_ Address: P.O. Box 137  
 Total Bid Amount \$ 648,703 Wellington, NV. 89444

This information must be submitted with your bid proposal. The bidder shall enter "NONE" under "SUBCONTRACTOR NAME" if not using subcontractors exceeding 5% of the bid amount. Per NRS 338.141 Prime Contractor to list itself on Subcontractor's list if to perform any of the work.

SUBCONTRACTOR NAME AND ADDRESS UEI NUMBER (if Federal Funds apply)	PHONE NO.	PROPOSAL (BID) LINE ITEM NO(S).*	NEVADA CONTRACTOR LICENSE # (IF APPLICABLE)	LICENSE LIMIT (IF APPLICABLE)	DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED
Four Point Engineering P.O. Box 137 Wellington, NV. 89444	(775) 720-2089	1-7, 9, 16-18 24	78773A	4,000,000	Demo, Grading, Concrete, Signage
NEVADA Land Works P.O. Box 1797 Minden, NV. 89423	(775) 782-6877	1, 11-15, 25	45223	350,000	Landscape, Trees, Groundcover Irrigation Shrub
EVANS Recreation Installation INC. P.O. Box 75147 Las Vegas, NV. 89136	(702) 271-8170	8, 10, 19-23, 24	45382A 68127 72965	200,000	playground Install, Rubber tile Install

The undersigned affirms all work, other than that being performed by the subcontractors listed in the subcontractor reports submitted for this contract, will be performed by the Prime Contractor listed above.

\* Please list all items (attach a separate sheet if necessary). Do not enter "multiple" or "various."

  
 Contractor's Signature \_\_\_\_\_ Date 4-3-23  
 Telephone No. (775) 720-2089

**BIDDER SUBCONTRACTOR INFORMATION**

(For subcontractors exceeding one percent (1%) of bid amount or \$50,000, whichever is greater)

Contract No.: Contractor: Four Point Engineering

Project No(s): Address: PO Box 137

Bid Amount \$ 648,703 Wellington NJ 89444

This information must be submitted by the three (3) lowest bidders no later than 2 hours after the bid opening time. The bidder shall enter "NONE" under "SUBCONTRACTOR NAME" if not using subcontractors exceeding 1% of the bid amount. Per NRS 338.141 Prime Contractor to list itself on Subcontractor's list if to perform any of the work.

SUBCONTRACTOR NAME AND ADDRESS UEI NUMBER (if Federal Funds apply)	SUBCONTRACTOR PHONE NO.	PROPOSAL (Bid) LINE ITEM NO(S).*	NEVADA CONTRACTOR LICENSE # (IF APPLICABLE)	LICENSE LIMIT (IF APPLICABLE)	DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED
Four Point Engineering PO Box 137 Wellington NJ 89444	775-720- 2089	1-7, 9, 16, 18, 24	78773A	4,000,000	Demo, grading, concrete, Signage
Nevada Landworks PO Box 1797 Minden NJ 89423	775-780- 6877	1, 11-15, 25	45223	350,000	Landscape, Trees, ground- cover, irrigation, shrubs
Evans Recreation Installation Inc PO Box 751417 Las Vegas NV 89136	702-371- 8170	8, 10, 19-23, 26	45382A 68127 72965	200,000	Playground install rubber tile install

\* Please list all items (attach a separate sheet if necessary). Do not enter "multiple" or "various."

Windy  
Contractor's Signature 4-3-23  
Date

Telephone No. 775-720-2089

\*\*\*\*\*Email to Cakers@carson.org

# BID PROPOSAL

## Local Preference Affidavit

(This form is required to receive a preference in bidding)

I, William Wulfing, on behalf of the Contractor, Four Point Engineering swear and affirm that in order to be in compliance with NRS 338.147 and NRS 338.1389 and be eligible to receive a preference in bidding on:

Bid No. 23360306

Project Name: Backwells Playground Replacement and Landscape Renovation

certify that the following requirement will be adhered to, documented, and attained on completion of the contract.

Upon submission of this affidavit on behalf of

I recognize and accept that failure to comply with any requirements is a material breach of the contract and entitles the City to damages. In addition, the Contractor may lose their preference designation and/or lose their ability to bid on public works for one year, pursuant to NRS 338.147 and NRS 338.1389:

1. The Contractor shall ensure that 50 percent of the workers employed on the job possess a Nevada driver's license or identification card;
2. The Contractor shall ensure all vehicles used primarily for the public work will be registered and (where applicable) partially apportioned to Nevada;
3. The Contractor shall ensure at least 50 percent of the design professionals who work on the project (including sub-contractors) have a Nevada driver's license or identification card.
4. The Contractor shall ensure payroll records related to this project are maintained and available within the State of Nevada.

**\*Note that specific sections of NRS 338 detailing the continued procedures associated with the use of the "bidder's preference" have been amended by the passage of Assembly Bill 172 effective 7/1/13, requiring this affidavit and subsequent record keeping and reporting by the General Contractor using the preference program and awarded this project. These requirements are not applicable to Contractors who do not use the "Bidder's Preference" eligibility certificate in their bid.**

By: William Wulfing

Title: president

Signature: [Signature]

Date: 4-3-23



# NEVADA STATE CONTRACTORS BOARD

5390 KIETZKE LANE, SUITE 102, RENO, NEVADA, 89511 (775) 686-1141 FAX (775) 686-1271, INVESTIGATIONS (775) 686-1150  
8400 WEST SUNSET ROAD, SUITE 150, LAS VEGAS, NEVADA, 89118 (702) 486-1100 FAX (702) 486-1190, INVESTIGATIONS (702) 486-1110

## CERTIFICATE OF ELIGIBILITY PER NRS 338.147 and NRS 338.1389

CERTIFICATE NUMBER: BPC-22-12-12-0628

**FOUR POINT ENGINEERING** (HEREIN THE "GENERAL CONTRACTOR") NEVADA STATE CONTRACTORS' LICENSE NUMBER: 0078773A ORIGINAL ISSUE DATE: 09/19/2017 BUSINESS TYPE: CORPORATION CLASSIFICATION: A-GENERAL ENGINEERING MONETARY LICENSE LIMIT: \$4,000,000 STATUS: ACTIVE, IS HEREBY ISSUED THIS CERTIFICATE BY THE NEVADA STATE CONTRACTORS' BOARD, BASED UPON THE INFORMATION CONTAINED IN THE STATEMENT OF COMPLIANCE WITH NEVADA REVISED STATUTES (NRS) 338.147 AND NRS 338.1389 AND THE AFFIDAVIT OF CERTIFIED PUBLIC ACCOUNTANT SUBMITTED TO THE NEVADA STATE CONTRACTORS BOARD AS PROOF OF CONTRACTOR'S COMPLIANCE WITH THE PROVISIONS OF NRS 338.147 AND NRS 338.1389. IN ACCORDANCE WITH THE PROVISIONS OF NRS 338.147(3), THE ABOVE-NAMED GENERAL CONTRACTOR AND A CERTIFIED PUBLIC ACCOUNTANT HAVE SUBMITTED FULLY EXECUTED AND NOTARIZED SWORN AFFIDAVITS AS PROOF OF PREFERENTIAL BIDDER STATUS, UNDER PENALTY OF PERJURY, CERTIFYING THAT THE GENERAL CONTRACTOR IS QUALIFIED TO RECEIVE A PREFERENCE IN BIDDING AS SET FORTH IN NRS 338.147 AND NRS 338.1389 AND OTHER MATTERS RELATING THERETO.

THIS CERTIFICATE OF ELIGIBILITY IS ISSUED ON DECEMBER 9, 2022 AND EXPIRES ON SEPTEMBER 30, 2023, UNLESS SOONER REVOKED OR SUSPENDED BY THE NEVADA STATE CONTRACTORS BOARD.



Nancy Mathias  
NANCY MATHIAS, LICENSING ADMINISTRATOR      DATE 12/13/2022  
FOR MARGI A. GREIN, EXECUTIVE OFFICER

The Nevada State Contractors Board assumes no liability or responsibility for the accuracy or validity of the information contained in the Contractors Statement of Compliance or the Affidavit of Certified Public Accountant as Proof of Contractors Compliance with the Provisions of NRS 338.147 and NRS 338.1389. The above-named General Contractor shall bear the responsibility to ascertain the accuracy and validity of the affidavits provided to support the issuance of this certificate.

**Certification of Authorization and Understanding**

Project Name: Blackwells Playground Replacement & Landscape Renovation

Project Number: CC-2023-275

This is to certify that the principals, and the authorized payroll officer certify the following person(s) is designated as the payroll officer for the undersigned and is authorized to sign the Statement of Compliance which will accompany each weekly certified payroll report for this project.

Cyndi Wolking  
Payroll Officer (Name)

[Signature]  
Payroll Officer (Signature)

Four Point Engineering  
(Name of Contractor/Subcontractor)

By [Signature]  
(Owner's Signature)

President  
(Title)

0078773A  
(Contractor/Subcontractor License Number)

4/3/23  
(Date)

**Conflict of Interest Disclosure Form**

Date: 4/3/23

Project: Blackwells Playground Replacement & Landscape Renovation

Title: President

Name: William Wulfin

Position: Foreman

Please describe below any relationships, transactions, positions you hold (volunteer or otherwise), or circumstances that you believe could contribute to a conflict of interest:

I have no conflict of interest to report.

I have the following conflict of interest to report (please specify other nonprofit and for-profit boards you (and your spouse) sit on, any for-profit businesses for which you or an immediate family member are an officer or director, or a majority shareholder, and the name of your employer and any businesses you or a family member own:

I hereby certify that the information set forth above is true and complete to the best of my knowledge.

Signature: 

Date: 4-3-2023

## NEVADA DEPARTMENT OF TRANSPORTATION

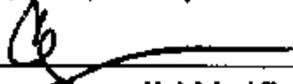
## Project Workforce Checklist

For Compliance with the Nevada Apprenticeship Utilization Act, 2019

Contract No.: 0500023001 Contractor/Subcontractor: Four Point Engineering

Craft/Trade	More than 3 Employees Anticipated?	Anticipate Needing Waiver?
<b>Air Balance Technician</b>	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>Alarm Installer</b> (see also Electrician)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>Boilermaker</b>	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>Bricklayer</b> , can also include tile setter, terrazzo workers and marble masons.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>Carpenter</b> , can also include cement masons, floor coverer, millwright and piledriver (non-equipment), plasterers and terrazzo workers.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>Electrician</b> , includes communication technician, line, neon sign and wireman. Can also include alarm installer.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>Elevator Constructor</b>	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>Glazier</b> (see also Painters and Allied Trades)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>Hod Carrier</b> (see also Laborers) includes brick-mason tender and plaster tender.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>Iron Worker</b> can also include fence erectors (steel/iron)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>Laborer</b> includes asbestos abatement, fence erector (non-steel/iron), flag person, highway striper and traffic barrier erector. Can also include cement masons, hod carrier brick mason tender and plaster tender	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
<b>Lubrication and Service Engineer</b>	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>Mason</b> , can also include cement mason, plasterer, tile setter, terrazzo workers and marble masons	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>Mechanical Insulator</b>	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>Millwright</b> (see also carpenter)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>Operating Engineer</b> , can also include equipment greaser, piledriver, soils and material tester, steel fabricator/erector (with equipment), surveyor (non-licensed) and well driller.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
<b>Painters and Allied Trades</b> , can also include glaziers, floor coverers, and tapers.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>Plumber/Pipefitter</b>	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>Refrigeration</b>	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>Roofer</b> (not sheel metal)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>Sheet Metal Worker</b> , can also include air balance technician.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>Sprinkler Fitter</b>	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>Truck Driver</b>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>Well Driller</b> (see also Operating Engineer)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>

I affirm I am fully authorized to sign on behalf of the contractor/subcontractor listed above, and that the information provided is true and correct to the best of my knowledge. Additionally, I acknowledge any changes to the anticipated workforce, which may have an impact on compliance with the Nevada Apprenticeship Utilization Act, 2019, will require the submittal of a revised form within five (5) calendar days of the change.

Signed: Date: 4/4/2023Name and Title: Cyndi Wulfing, Secretary

Nevada Department of Transportation  
Contract Compliance Office  
1263 South Stewart Street  
Carson City, NV 89712

Phone: (775) 888-7497  
Fax: (775) 888-7235  
contractcomplianceprojects@dot.nv.gov

## STATE OF NEVADA

JOE LOMBARDO  
GOVERNOR

TERRY REYNOLDS  
DIRECTOR

BRETT K. HARRIS  
LABOR COMMISSIONER



OFFICE OF THE LABOR COMMISSIONER  
3340 WEST SAHARA AVENUE  
LAS VEGAS, NV 89102  
PHONE: (702) 486-2650  
FAX: (702) 486-2660  
OFFICE OF THE LABOR COMMISSIONER  
1818 COLLEGE PARKWAY, SUITE 102  
CARSON CITY, NV 89706  
PHONE: (775) 684-1890  
FAX: (775) 687-6409

EMAIL: PUBLICWORKS@LABOR.NV.GOV

## 2023 PREVAILING WAGE RATES NORTHERN NEVADA RURAL COUNTIES

(Carson City, Churchill, Douglas, Elko, Eureka, Humboldt, Lander, Lyon, Mineral, Pershing, Storey and White Pine)

DATE OF DETERMINATION: October 1, 2022

APPLICABLE FOR PUBLIC WORKS PROJECTS OVER \$100,000 BID/AWARDED  
OCTOBER 1, 2022 THROUGH SEPTEMBER 30, 2023

Pursuant to Nevada Revised Statutes (NRS) section 338.030(9)(a), "If the contract for a public work: (a) Is to be awarded pursuant to a competitive bidding process, the prevailing wages in effect at the time of the opening of the bids for a contract for a public work must be paid until the completion or termination of the contract or for the 36 months immediately following the date on which the bids were opened, whichever is earlier." For contracts not awarded pursuant to competitive bidding, please see NRS section 338.030(9)(b). However, if a project exceeds 36 months new wage rates may apply pursuant to NRS section 338.030(9)(10). Prevailing Wage Rates may be adjusted based on Collective Bargaining Agreements (CBA's) and adjustments to those agreements. (See NRS 338.030)

**PREVAILING WAGE DETERMINATIONS** - NRS 338.030 subsection 7, the wages so determined must be:

- (a) Issued by the Labor Commissioner on October 1 of the odd-numbered year in which the survey was conducted and, except as otherwise provided in subsection 8, remain effective for 2 years after that date; and
- (b) Made available by the Labor Commissioner to any public body which awards a contract for any public work.

Senate Bill 243 passed during the 80th Nevada Legislative Session (2019) and set forth in NRS section 338.025, now requires the Labor Commissioner to calculate the Prevailing Wage Rates by region. NRS section 338.025 Prevailing wage regions. For the purpose of determining the prevailing rate of wages pursuant to NRS section 338.030, four prevailing wage regions are hereby established in this State as follows:

1. The Washoe Prevailing Wage Region consisting of Washoe County;
2. The Northern Rural Prevailing Wage Region consisting of Carson City and the counties of Churchill, Douglas, Elko, Eureka, Humboldt, Lander, Lyon, Mineral, Storey, Pershing and White Pine;
3. The Clark Prevailing Wage Region consisting of Clark County; and
4. The Southern Rural Prevailing Wage Region consisting of the counties of Esmeralda, Lincoln and Nye.

**OBJECTIONS TO PREVAILING WAGE DETERMINATIONS** – NRS section 338.030 subsection 2. Objections to the Prevailing Wage Determinations must be submitted within 30 days after the Prevailing Wage Determinations are issued.

Pursuant to NRS section 338.030 subsection 8, the Labor Commissioner will review the prevailing wage rates in each even-numbered year to determine if adjustments should be made.

**As Amendments/Revisions are made to the wage rates, they will be posted on the website for each respective Region. Please review regularly for any Amendments/Revisions that are posted or contact our offices directly for further assistance.**





## STAFF REPORT

**Report To:** Board of Supervisors

**Meeting Date:** May 4, 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 proposed \$145,000 increase in the Fiscal Year ("FY") 2023 purchase authority, beyond the previously approved \$469,000, for the purchase of Sodium Hypochlorite ("Bleach") utilizing joinder contract 212528 ("Joinder Contract") between the City of Tucson ("Tucson") and Thatcher Company of Arizona, Inc. ("Thatcher"), resulting in a new not to exceed amount of \$614,000 through June 30, 2023. (Carol Akers, cakers@carson.org and Andy Hummel, ahummel@carson.org)

**Staff Summary:** If approved, the \$145,000 increase in purchase authority will be used to purchase Bleach, which is an important chemical for water treatment and disinfection at the City's water, wastewater and aquatic facilities. The increased purchase authority would be sufficient for the remainder of FY 2023.

**Agenda Action:** Formal Action / Motion

**Time Requested:** Consent

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### **Proposed Motion**

I move to approve the increase in purchase authority.

### **Board's Strategic Goal**

Efficient Government

### **Previous Action**

September 15, 2022 (Item 11E) – The Board of Supervisors ("Board") approved a \$309,000 increase in authority to purchase Bleach during FY 2023 through the Joinder Contract, resulting in a new not to exceed amount of \$469,000 for FY 2023.

July 7, 2022 (Item 9F) – The Board approved \$160,000 in authority to purchase Bleach through September 30, 2023, utilizing the Joinder Contract.

### **Background/Issues & Analysis**

Over the past 24 months, Bleach prices have nearly doubled due to inflation and market shortages. Last fall, staff investigated other Bleach suppliers and Bleach prices paid by other agencies. That investigation showed that the current Joinder Contract pricing for bulk Bleach is better than the City can expect to receive through other procurement methods.

The current pricing under the Joinder Contract for bulk Bleach is \$2.48 per gallon, delivered. This price is guaranteed through the end of June of 2023, with price increases allowed every six months. Local agencies not utilizing a joinder contract are currently spending approximately \$4.00 per gallon, delivered.

In addition to favorable pricing, Thatcher has been able to reliably perform under the Joinder Contract. City staff was able to locate one alternative Bleach supplier in the local area; however, that supplier was not able and willing to commit to reliable delivery over the course of FY 2023, which is a crucial City requirement for the operation of its water and wastewater facilities.

In addition to product price increases, wastewater inflows to the Water Resource Recovery Facility have increased since January due to the record snowfall received, creating higher seasonal infiltration to the wastewater collection system. Inflows have increased by approximately 20%, which has resulted in increased Bleach usage to ensure adequate disinfection of treated wastewater.

Joinder contract being utilized:  
Joinder Contract between Tucson and Thatcher  
Expires September 30, 2023, with two remaining renewal options, for one year each  
<https://www.omniapartners.com/publicsector/suppliers/thatcher-chemicals/contract-documentation#c39074>

**Applicable Statute, Code, Policy, Rule or Regulation**

NRS 332.195

**Financial Information**

**Is there a fiscal impact?** Yes

**If yes, account name/number:** Wastewater Fund Chemicals Account 5103201-500637  
Water Fund Chemicals Account 5203502-500637  
Parks General Fund Chemicals Account 1015055-500637

**Is it currently budgeted?** Yes

**Explanation of Fiscal Impact:** If approved, the increased purchase authority of \$145,000 for FY 2023 will come out of the Accounts listed:

Wastewater Chemicals Account 5103201-500637 for \$125,000; FY 2023 available budget is \$130,000.  
Water Chemicals Account 5203502-500637 for \$10,000; FY 2023 available budget is \$12,000.  
Parks General Fund Chemicals Account 1015055-500637 for \$10,000; FY 2023 available budget is \$14,700.

**Alternatives**

Do not approve purchase authority and/or provide alternative direction to staff.

**Attachments:**

**Board Action Taken:**

Motion: \_\_\_\_\_ 1) \_\_\_\_\_ Aye/Nay  
2) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Vote Recorded By)







## STAFF REPORT

**Report To:** Board of Supervisors

**Meeting Date:** May 4, 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 Aspen Developers Corp. ("Aspen") is the lowest responsive and responsible bidder pursuant to Nevada Revised Statutes ("NRS") Chapter 338 and whether to award Contract No. 23300322 to Aspen to perform the South Nevada Street Replacement Project ("Project") for a total amount not to exceed \$166,100. (Carol Akers, CAkers@carson.org and Randall Rice, RRice@carson.org)

Staff Summary: This Project will replace sewer main, replace a manhole, install a new manhole, connect existing sewer laterals and include concrete work and patching of the roadway. The not to exceed amount of \$166,100 comprises the base bid amount of \$151,000, plus a 10% contingency of \$15,100. The engineer's estimate for the Project was \$177,000. This Project was approved as part of the Fiscal Year ("FY") 2022 Capital Improvement Plan ("CIP").

**Agenda Action:** Formal Action / Motion

**Time Requested:** Consent

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### **Proposed Motion**

I move to approve the contract as presented and authorize the Public Works Director to approve expenditure of the 10 percent contingency, if necessary.

### **Board's Strategic Goal**

Sustainable Infrastructure

### **Previous Action**

May 20, 2021 – (Item 15.B) – The Board of Supervisors approved the final budget for FY 2022, including the CIP.

### **Background/Issues & Analysis**

The Project consists of replacing approximately 134 feet of 8-inch sewer main along Nevada Street, south of West 10th Street, including replacing a manhole, installing a new manhole, connecting existing laterals, concrete work and pavement patching. The existing sewer main has deteriorated beyond the point of being serviceable and inspectable.

A notice to contractors regarding the opportunity to bid on this Project was published in the Reno Gazette Journal and posted on NGEM on March 21, 2023. Three bids were opened at approximately 11:30 a.m. on April 11, 2023, via online Cisco Webex bid opening. Present during the bid opening were: Kurt Matzoll, Aspen; Paul Orphan, Farr Const./Resource Development; Stacey Schell, ARMAC; Michael Friend, Carson City Public Works; Alexis Philippi, EO Office Specialist and Carol Akers, Carson City Purchasing and Contracts Administrator.

The City received the following bids:

Bidders	Base Bid
Aspen	\$151,000
ARMAC	\$197,006
Farr Const.	\$253,708

Staff recommends award to Aspen 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# P320122003

Wastewater Fund Capital Improvements Account / 5103205-507010

**Is it currently budgeted? Yes**

**Explanation of Fiscal Impact:** Project# P320122003, Account 5103205-507010 will be reduced by a not to exceed amount of \$166,100. The funding available for Project Number P320122003 is \$175,000.

**Alternatives**

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

**Attachments:**

[23300322 Bid Tabulation\\_ROA.pdf](#)

[23300322 DRAFT Contract.pdf](#)

**Board Action Taken:**

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

\_\_\_\_\_  
(Vote Recorded By)

**BID# 23300322 South Nevada Street Sewer Replacement Project**

**Date and Time of Bid Opening 4/11/2023 @**

				Aspen Developers Corp		Armac Construction		Farr Construction Corp dba Resource Development Co	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended
1.1	Mobilization/Demobilization	1	LS	\$12,720.00	\$12,720.00	\$18,900.00	\$18,900.00	\$12,500.00	\$12,500.00
1.2	Traffic Control	1	LS	\$9,000.00	\$9,000.00	\$15,500.00	\$15,500.00	\$17,000.00	\$17,000.00
1.3	Stormwater Pollution Prevention	1	LS	\$3,000.00	\$3,000.00	\$5,200.00	\$5,200.00	\$10,000.00	\$10,000.00
1.4	Survey and Record Drawings	1	LS	\$1,000.00	\$1,000.00	\$4,200.00	\$4,200.00	\$9,700.00	\$9,700.00
1.5	Sewer Bypass Pumping	1	LS	\$6,000.00	\$6,000.00	\$9,400.00	\$9,400.00	\$19,000.00	\$19,000.00
1.6	Remove Existing 48" Diameter Sewer Manhole	1	EA	\$4,000.00	\$4,000.00	\$5,200.00	\$5,200.00	\$10,500.00	\$10,500.00
1.7	Install 48" Diameter Sewer Manhole	2	EA	\$10,000.00	\$20,000.00	\$12,000.00	\$24,000.00	\$16,700.00	\$33,400.00
1.8	Install 8" SDR35 PVC Sewer Main	134	LF	\$320.00	\$42,880.00	\$259.00	\$34,706.00	\$348.50	\$46,699.00
1.9	Sewer Service Lateral Verification	2	EA	\$800.00	\$1,600.00	\$2,600.00	\$5,200.00	\$2,100.00	\$4,200.00
1.10	Install 4" Diameter SDR35 PVC Sewer Lateral	2	EA	\$7,000.00	\$14,000.00	\$5,000.00	\$10,000.00	\$4,950.00	\$9,900.00
1.11	Remove and Replace PCC Curb and Gutter	20	LF	\$120.00	\$2,400.00	\$305.00	\$6,100.00	\$445.45	\$8,909.00
1.12	Root Mitigation	1	LS	\$1,000.00	\$1,000.00	\$3,000.00	\$3,000.00	\$4,000.00	\$4,000.00
1.13	Remove and Replace PCC Sidewalk	100	SF	\$70.00	\$7,000.00	\$63.00	\$6,300.00	\$115.00	\$11,500.00
1.14	Install PCC Retaining Curb	20	LF	\$190.00	\$3,800.00	\$195.00	\$3,900.00	\$480.00	\$9,600.00
1.15	Sawcut, Remove, and Patch AC Pavement	1250	SF	\$16.00	\$20,000.00	\$34.00	\$42,500.00	\$32.00	\$40,000.00
1.16	Remove and Reinstall Mailbox Unit	1	LS	\$1,300.00	\$1,300.00	\$1,300.00	\$1,300.00	\$3,800.00	\$3,800.00
1.17	Install Project Sign	1	LS	\$1,300.00	\$1,300.00	\$1,600.00	\$1,600.00	\$3,000.00	\$3,000.00
<b>Schedule A: Base Bid Items</b>				<b>\$151,000.00</b>		<b>\$197,006.00</b>		<b>\$253,708.00</b>	

**Carson City is recommending award to Aspen Developers Corp and is tentatively scheduled for approval and award at the May 4, 2023 Board of Supervisors meeting.**

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

**Contract No: 23300322**

**Title: South Nevada Street Sewer Replacement Project**

THIS CONTRACT is made and entered into this 4<sup>th</sup> day of May, 2023, by and between Carson City, a consolidated municipality, a political subdivision of the State of Nevada, hereinafter referred to as “**CITY**”, and Aspen Developers Corp., 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. 23300322**, titled **South Nevada Street Sewer 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. 23300322 including, but not limited to, the Notice to Contractors, 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	_____

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 23300322

Title: South Nevada Street Sewer Replacement Project

## 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](http://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:

Eric Luster, President  
Aspen Developers Corp.  
2340 East 5<sup>th</sup> Street  
Reno, NV 89512  
775-786-3310  
[Eric@aspensdevs.com](mailto:Eric@aspensdevs.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](mailto: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 One Hundred Fifty One Thousand Dollars and 00/100 (\$151,00.00).

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 23300322

## Title: South Nevada Street Sewer Replacement Project

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.

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

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 23300322

## Title: South Nevada Street Sewer Replacement Project

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.

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 23300322

Title: South Nevada Street Sewer Replacement Project

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

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

**Contract No: 23300322**

**Title: South Nevada Street Sewer Replacement Project**

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;

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(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

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(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

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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**.

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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.

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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.

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- 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'

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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**

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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:

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 23300322

## Title: South Nevada Street Sewer Replacement Project

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: 23300322**

**Title: South Nevada Street Sewer 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](mailto:CAkers@carson.org)

**CITY'S LEGAL COUNSEL**

Carson City District Attorney  
I have reviewed this Contract and approve  
as to its legal form.

By: \_\_\_\_\_  
Sheri Russell-Benabou, Chief Financial Officer

By: \_\_\_\_\_  
Deputy District Attorney

Dated \_\_\_\_\_

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

Project# P320122003  
Account # 5103205-507010

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

Dated \_\_\_\_\_

**PROJECT CONTACT PERSON:**

Michael Friend, Project Manager  
Telephone: 775-283-7713

**CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT**

**Contract No: 23300322**

**Title: South Nevada Street Sewer 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:** Eric Luster

**TITLE:** President

**FIRM:** Aspen Developers Corp.

**CARSON CITY BUSINESS LICENSE #:** BL-004446

**NEVADA CONTRACTORS LICENSE #:** 0055758

**Address:** 2340 E. 5<sup>th</sup> Street

**City:** Reno **State:** NV **Zip Code:** 89512

**Telephone:** 775-786-3310

**E-mail Address:** [eric@aspensdevs.com](mailto:eric@aspensdevs.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: 23300322**

**Title: South Nevada Street Sewer Replacement Project**

**CONTRACT ACCEPTANCE AND EXECUTION:**

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of May 4, 2023, approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 23300322** and titled **South Nevada Street Sewer 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 4th day of May 2023.

**ATTEST:**

\_\_\_\_\_  
WILLIAM SCOTT HOEN, CLERK-RECORDER

DATED this 4th day of May 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# 23300322** and titled **South Nevada Street Sewer 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.



# 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# 23300322** and titled **South Nevada Street Sewer 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.



**CITY OF CARSON CITY, NEVADA – BID BOND**

KNOW ALL MEN BY THESE PRESENTS: That we the undersigned Aspen Developers Corp, as "Principal," and The Ohio Casualty Insurance Company, as "Surety," are hereby held and firmly bound unto the City of Carson City, Nevada, as "Obligee," in the penal sum of Five Percent of Total Amount Bid \*\*\* dollars (\$ 5% \*\*\* ) for the payment of which, well and truly to be made, the Principal and Surety bind themselves, their heirs, executors, and administrators, successors and assigns, jointly and severally, by this instrument. The condition of the obligation of this bid bond is as follows:

WHEREAS, NRS 332.105 authorizes local governments to require bid bonds to insure execution and proper performance of the Contract and the Bonding Company has an "A" or better rating with Moody's or A.M. Best and T-Listed with the U.S. Treasury Department;

AND, WHEREAS, the Principal has submitted a bid for Bid # P320122003, PWP # CC-2023-308, for the Project Title: South Nevada Street Sewer Replacement Project.

NOW, THEREFORE,

- (a) If said Bid shall be rejected; or
- (b) If said Bid shall be accepted and the Principal shall execute and deliver the contract in the bid documents ("Contract") to Obligee in accordance with the terms of the bid documents, and give such bond or bonds as may be specified in the bid or contract documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or
- (c) If the Principal shall pay to the Obligee the full amount of the bid bond as a penalty irrespective of the Obligee's actual damages in the event of the failure of the Principal to enter into such Contract and give such bond or bonds,

then, this obligation shall be null and void. Otherwise it shall remain in full force and effect, it being expressly understood and agreed that the liability of the Surety (but not of the Principal) for any and all claims hereunder shall, in no event, exceed the penal amount of the obligation as herein stated.

The Surety, for the consideration for which this bond was executed, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Obligee may accept such bid, and hereby waives notice of any such extension.

**IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and the Surety has caused their seal to be hereto affixed and these present to be signed by their proper officers.**

Signed, Sealed and dated: April 11, 2023

Aspen Developers Corp

Principal

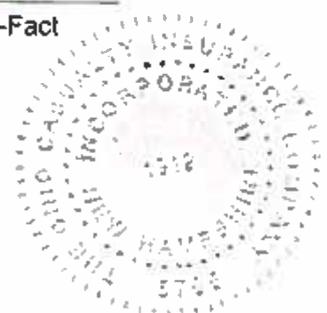
By: [Signature]

The Ohio Casualty Insurance Company

Surety

By: [Signature]

Vicki Mather, Attorney-in-Fact





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 6208809-906001

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint Andrew Choruby, Brent Olson, Casey J. Geske, Chloe Lyons, Christopher A. Reburn, Gail A. Price, Gloria Bruning, J. Patrick Dooney, Joel Dietznan, Justin Curmook, Leticia Romano, Philip O. Forker, Richard W. Kowalski, Sterling Drew Roddan, Vicki Malher

all of the city of Lake Oswego state of OR each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 6th day of October, 2022.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA
County of MONTGOMERY

On this 6th day of October, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number: 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XII - Execution of Contracts: Section 5. Surety Bonds and Undertakings

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, whenever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 11th day of April, 2023.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HCSI@libertymutual.com



## 23300322 (PWP-CC-2023-308) Addendum 1

### Aspen Developers Corp

### Supplier Response

#### Event Information

Number: 23300322 (PWP-CC-2023-308) Addendum 1  
Title: South Nevada Street Sewer Replacement Project  
Type: Invitation for Bid  
Issue Date: 3/21/2023  
Deadline: 4/11/2023 11:00 AM (PT)  
Notes: **Summary:** The project includes replacing sewer main, replacing a manhole, installing a new manhole, connecting laterals, some concrete work and patching of the roadway.

**Project # P320122003**  
**PWP# CC-2023-308**

**Engineers Estimate:** \$ 177,000.00

This Project is deemed a **Horizontal** Construction Project.

#### Contact Information

Contact: Carol Akers, Purchasing & Contracts Administrator  
Address: Suite 2  
City Hall - Executive Office  
201 North Carson Street, Suite 2  
Carson City, NV 89701  
Phone: 1 (775) 283-7362  
Fax: 1 (775) 887-2286  
Email: cakers@carson.org

## Aspen Developers Corp Information

Contact: Eric Luster  
 Address: 2340 E. 5th Street  
 Reno, NV 89512  
 Phone: (775) 786-3310  
 Email: eric@aspensdevs.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Kurt Matzoll

*Signature*

Submitted at 4/11/2023 09:53:18 AM (PT)

Kurt@aspensdevs.com

*Email*

## Requested Attachments

### Bid Bond Form

Bid Bond.pdf

This document is required at time of bid submission. You can download this document from the "Attachments" Tab.

### Vendor Information Form

Vendor Information.pdf

This document is required at time of bid submission. You can download this document from the "Attachments" Tab.

### References

References.pdf

This is required at time of bid submission. Refer to Attributes for information needed.

### 5% Subcontractor Information

5%\_Subcontractor\_Information.pdf

This document is required at time of bid submission. Contractor must self-list. You can download this document from the "Attachments" Tab.

### 1% Subcontractor Information

1%\_Subcontractor\_Information.pdf

Required 2 hours after bid opening. Contractor must self-list. This form can be located in the "Attachments section of this bid"

Email to CAkers@carson.org

### Certification of Auth & Understanding

CertAuth&Understanding.pdf

This document is required at time of bid submission from the General Contractor. You can download this document from the "Attachments" Tab.

### Conflict of Interest

Conflict of Interest.pdf

This document is required at time of bid submission from the General Contractor. You can download this document from the "Attachments" Tab.

### Local Preference Affidavit

LOCAL PREFERENCE AFFIDAVIT.pdf

This document is required at time of bid submission. You can download this document from the "Attachments" Tab.(If Applicable)

### Certificate of Eligibility (NRS 338.147 & 338.1389)

Nevada Bidders Preference - Exp 5.31.2023.pdf

Required Certificate from General at time of bid (If Applicable)

### State Prevailing Wages

No response

Due 24 hours after bid submission from General Contractor-email to CAkers@carson.org

### Project Workforce Checklist

No response

Due 24 hours after bid submission from apparent low General Contractor-email to CAkers@carson.org

<b>1</b>	<p><b>Contractor's License</b></p> <p>Carson City has determined that the responsive bidder must possess a minimum of a Class A with appropriate sub-classifications or subcontractors. All Contractors license shall be in good standing and issued by the Nevada State Contractor's Board at the time of the bid.</p> <p><input checked="" type="checkbox"/> Acknowledged (Acknowledged )</p>
<b>2</b>	<p><b>A Copy of Contractor's Certificate of Eligibility</b></p> <p>A copy of Contractor's Certificate of eligibility issued by the State of Nevada Contractors' Board as proof of Bidder's compliance with the provisions of N.R.S. 338.147 must be submitted with his/her bid for the preference to be considered. This Statute does not apply to projects expected to cost less than \$250,000.</p> <p><input checked="" type="checkbox"/> Acknowledged (Acknowledged )</p>
<b>3</b>	<p><b>Substitutions</b></p> <p>No substitution or revision to this Bid Proposal form will be accepted. Carson City will reject any Bid that is received that has changes or alterations to this document.</p> <p><input checked="" type="checkbox"/> Acknowledged (Acknowledged )</p>
<b>4</b>	<p><b>Acknowledgement of Addendums</b></p> <p>Bidder acknowledges receipt of _____ Addendums.</p> <div style="border: 1px solid black; padding: 2px; width: 80%; margin-top: 5px;">1</div>
<b>5</b>	<p><b>References</b></p> <p>Submit <b>(In Response Attachments)</b> at least (3) contracts of a similar nature performed by your firm in the last (3) years. If NONE, use your Company's letterhead (and submit with your bid proposal) to list what your qualifications are for this contract. Carson City reserves the right to contact and verify, with any and all references listed, the quality of and the degree of satisfaction for such performance.</p> <p><b>Information to be included:</b></p> <ol style="list-style-type: none"> <li>1. Company Name</li> <li>2. Mailing Address</li> <li>2. Telephone Number</li> <li>4. E-Mail</li> <li>5. Project Title</li> <li>6. Amount of Contract</li> <li>7. Scope of Work</li> </ol> <p><input checked="" type="checkbox"/> Acknowledged (Acknowledged )</p>
<b>6</b>	<p><b>Prevailing Wages (State/Local)</b></p> <ol style="list-style-type: none"> <li>1. The successful bidder will be required to provide the current Prevailing Wages used in preparation of their bid within 24 hours of bid submission. The bidder is responsible to verify with the Labor Commissioner if any addendums have been issued. (Email to Cakers@carson.org)</li> <li>2. Contractor will be required to follow all requirements of a prevailing wage job.</li> </ol> <p><input checked="" type="checkbox"/> Acknowledged (Acknowledged )</p>

## 7 Required Documents

Exhibit A

### Acknowledgement of Required Documents:

**Bid Bond**-Due at Bid Submission

**Vendor Information**-Due at Bid Submission

**References**-Due at Bid Submission

**5%-Sub-Contractor Information**-Due at Bid Submission **General Contractor Must Self List(Email to Cakers@carson.org)**

**1%-Sub-Contractor Information**-Due by the (3) three lowest bidders (2) two hours after bid opening **General Contractor Must Self List(Email to Cakers@carson.org)**

**Cert of Authorization & Understanding**-Due from General at Bid Submission/Sub-Contractors first week of work

**Conflict of Interest**-Due from General at Bid Submission/Sub-Contractors first week of work

**Local Preference Affidavit**-Due at time of Bid Submission (If applicable)

**Certificate of Eligibility**-(NRS 338.14 & 338.1389-Due from General at Bid Submission (If applicable)

**Project Workforce Checklist**-Due from Lowest Bid-General Contractor 24 hours after bid opening **(Email to Cakers@carson.org)**

**Prevailing Wage Determination(State)**-Due from General Contractor 24 hours after bid opening **(Email to Cakers@carson.org)**

**Sub Contractor Monthly Payment Form**-Due with each pay application submitted

Acknowledged (Acknowledged )

**Apprentices-NRS 338.01165; SB 207 (2019)**

As of January 1, 2020, NRS 338.01165 requires all contractors employing workers on certain public works projects to utilize apprentices for portions of the work. One or more apprentices must be used for at least 10% of the total hours on vertical construction and 3% of the total hours for horizontal construction. These percentages apply to the total hours of labor worked for each apprenticed craft or type of work to be performed on the public work for which more than three workers are employed. Under NRS Chapter 338, this project is a public work that requires the use of apprentices. All contractors must comply with NRS 338.01165 for this project, unless a modification, waiver, or exemption applies.

The Nevada Labor Commissioner has prepared forms for use in complying with the apprenticeship requirements. The following forms are available on the Labor Commissioner's website at: [http://labor.nv.gov/Apprenticeship\\_Utilization\\_Act/Apprenticeship\\_Utilization\\_Act/](http://labor.nv.gov/Apprenticeship_Utilization_Act/Apprenticeship_Utilization_Act/)

- **Apprenticeship Utilization Request Form**  
Titled "Request For Apprentice Availability On A Public Work"
- **Apprenticeship Utilization Waiver Request Form**  
Titled: "Apprenticeship Utilization Act Waiver Request"
- **Apprenticeship Agreement Form**  
Titled: "Apprentice Agreement"
- **\*Sample\* Project Workforce Checklist**  
Titled: "Project Workforce Checklist"

**NO APPRENTICESHIP DOCUMENTS ARE REQUIRED TO BE SUBMITTED WITH A CONTRACTOR'S BID.**

After the bids are opened, the apparent successful bidder must provide the Project Workforce Checklist to the City within 24 hours after bid opening, that indicates expected classification of workers on the project and the determination as to whether or not apprentices may be required. **A PROJECT WORKFORCE CHECKLIST MUST BE COMPLETED BY THE CONTRACTOR & ALL SUB-CONTRACTORS.**

After the bid is awarded a pre-construction meeting will be held to set up the construction schedule. When working dates are known and if apprentices are required by NRS 338.01165, the Apprenticeship Utilization Request Form should be submitted to the necessary Registered Apprenticeship Programs to request apprentices for the project.

Waiver requests may be submitted to the City at any time, due to NRS 338.01165(10)(d) (1) (no apprentices available from apprenticeship programs within Carson City's jurisdiction) (2) (required to perform uniquely complex or hazardous tasks on the public work that require the skill and expertise of a greater percentage of the journeymen) or (3) (apprentices requested from an apprenticeship program have been denied or not approved within 5 business days). The waiver requests should be submitted to the City as soon as the need for a waiver is known. Along with the waiver request, the contractor and any subcontractors must provide to the City all required documentation to support the waiver request.

Upon receipt of any waiver requests, the City will forward the materials to the Nevada Labor Commissioner for consideration and possible approval. Upon receipt of that determination, the City will communicate the results back to the Contractor as soon as possible.

**IF NO WAIVER OR MODIFICATION IS OBTAINED, THE CONTRACTOR IS RESPONSIBLE FOR COMPLYING WITH THE APPRENTICESHIP REQUIREMENTS OF NRS 338.01165.**

Acknowledged (Acknowledged )

**9 Acknowledgement & Execution of Bid Proposal**

**Exhibit A**

I the Bidder, do depose and say: That I am the Bidder or authorized agent of the Bidder; and that I have read and agree to abide by this Bid which includes, but is not limited to the following documents: Instructions to Bidders, Bid Bond, Proposal Summary, Contract Award Instructions and Information, Sample Contract, Sample Performance Bond, Sample Labor and Material Payment Bond, General Conditions, Special Conditions, Standard Specifications, Technical Specifications, Geotechnical Report (if any), Contract Drawings, Permits (if any), and any addenda issued and understands the terms, conditions, and requirements thereof; that if his/her bid is accepted that he/she agrees to furnish and deliver all materials except those specified to be furnished by the City (Owner) and to do and perform all work for said project, together with incidental items necessary to complete the work to be constructed in accordance with the Contract Documents, Contract Drawings, and Specifications annexed hereto.

Acknowledged (Acknowledged )

**Bid Lines**

**1 Package Header**

Schedule A: Base Bid Items

Quantity:   1   UOM:  EA  Total:

**Package Items**

**1.1 Mobilization/Demobilization**

Quantity:   1   UOM:  LS  Unit Price:  Total:

**1.2 Traffic Control**

Quantity:   1   UOM:  LS  Unit Price:  Total:

**1.3 Stormwater Pollution Prevention**

Quantity:   1   UOM:  LS  Unit Price:  Total:

**1.4 Survey and Record Drawings**

Quantity:   1   UOM:  LS  Unit Price:  Total:

**1.5 Sewer Bypass Pumping**

Quantity:   1   UOM:  LS  Unit Price:  Total:

**1.6 Remove Existing 48" Diameter Sewer Manhole**

Quantity:   1   UOM:  EA  Unit Price:  Total:

**1.7 Install 48" Diameter Sewer Manhole**

Quantity:   2   UOM:  EA  Unit Price:  Total:

**1.8 Install 8" SDR35 PVC Sewer Main**

Quantity:  134  UOM:  LF  Unit Price:  Total:

**1.9 Sewer Service Lateral Verification**

Quantity:   2   UOM:  EA  Unit Price:  Total:

**1.10 Install 4" Diameter SDR35 PVC Sewer Lateral as shown on plans**

Quantity:   2   UOM:  EA  Unit Price:  Total:

**1.11 Remove and Replace PCC Curb and Gutter**

Quantity:   20  UOM:  LF  Unit Price:  Total:

**1.12 Root Mitigation**

Quantity:   1   UOM:  LS  Unit Price:  Total:

**1.13 Remove and Replace PCC Sidewalk**

Quantity: 100 UOM: SF Unit Price:  Total:

**1.14 Install PCC Retaining Curb**

Quantity: 20 UOM: LF Unit Price:  Total:

**1.15 Sawcut, Remove, and Patch AC Pavement**

Quantity: 1250 UOM: SF Unit Price:  Total:

**1.16 Remove and Reinstall Mailbox Unit**

Quantity: 1 UOM: LS Unit Price:  Total:

**1.17 Install Project Sign**

Quantity: 1 UOM: LS Unit Price:  Total:

**Response Total: \$151,000.00**

## Vendor Information

<b>Vendor Information:</b>	
Company Name: Aspen Developers Corp	Federal ID No:  UEI/DUNS #:
Mailing Address: 2340 East 5 <sup>th</sup> Street	City, State, Zip Code: Reno, NV 89512
Telephone Number: (775) 786 -3310	Email: Kurt@aspensdevs.com

<b>Contact Person/Title:</b>	
Name: Kurt Matzoll	Title: Project Manager
Mailing Address: 2340 East 5 <sup>th</sup> Street	City, State, Zip Code: Reno, NV 89512
Telephone Number: 775-560-6940	Email: Kurt@Aspensdevs.com

<b>Licensing Information:</b>	
Nevada State Contractor's License Number:	
License Classification(s): A – General Engineering	Date Issued: 05/09/2003
Limitation(s) of License: Unlimited	Date of Expiration: 05/31/2024
Name of Licensee: Eric Luster	
<b>Carson City Business License Number: BL-004446-2020</b>	

Name of Licensee: Eric Luster		
<b>Disclosures of Principals:</b>		
<b>Individual and/or Partnership:</b>		
<b>(1) Owner Name: Eric Luster</b>		
Address: 2340 East 5 <sup>th</sup> Street		
City: Reno	State: NV	Zip Code: 89512
Telephone: 775-786-3310	Email: Ertic@Aspendevs.com	
<b>(2) Owner Name:</b>		
Address:		
City:	State:	Zip Code:
Telephone:	Email:	
<b>(1) Other Title:</b>		
Name:		
<b>(2) Other Title:</b>		
Name:		

Aspen Developers 5 Yr Resume								
	Name and Location	Description of project	Owner	Design Engineer	Completed	Date Completed	Contract Price	Reference/Contact Address and Phone
1	Verdi Elementary School	18" Ductile main replacement	Washoe County School	Manhard	Complete	5/30/2020	\$1,299,000.00	CM Works William Hoffman 775 857-3317
2	Carson City Transmission main	24" Ductile Transmission Main	Carson City Pwd	Carson City	Complete	4/28/2020	\$5,250,000.00	Carson Carol Akers (775)288-7362
3	Swan Lake	Dewatering Swan Lake	City of Reno	Farr West	Complete	4/20/2020	\$2,286,978.71	Farr West Dan Newton 775 851-4788
4	TMWA California-Marsh Water Main	Water Main Replacement	Truckee Meadows Water Authority	Juan Esparza	Complete	5/10/2019	\$1,400,000.00	TMWA David Diegle (775) 834-8073 (916) 316-1765
5	Zone 6 Fernley Rehab	Sewer line replacement	City of Fernley	AM Engineering	Complete	5/7/2019	\$339,334.00	Jessica Dover (775) 784-9919
6	Yellow Pine Main and PRS Yellow Pine Rd. Reno, NV	Water Main Replacement	Truckee Meadows Water Authority	TMWA Kelly McGlynn (775) 250-8259	Complete	8/1/2018	\$320,000.00	TMWA David Diegle (775) 834-8073 (916) 316-1765
7	Cedar Street Sanitary Sewer Rehabilitation Project Fernley, NV	Sewer Rehabilitation	City of Fernley	AM Engineering	Complete	7/15/2018	\$450,000.00	Jessica Dover (775) 784-9919
8	Pershing County School District Athletic Field and Track Improvement Project Lovelock, NV	Athletic Field and Track Improvement Project	Pershing County School District	Shaw	Complete	6/1/2018	\$3,400,000.00	Steve Brigman, P.E. (775)329-5999
9	Prestige Nursing Care center, Carson City	Building pad, underground, site work	Prestige	Manhard	On Going		\$1,800,000.00	TJ Melma (360)815-3940
10	Lovelock Sewer and Water	Sewer main and Water Main	Lovelock	Shaw	Complete	10/15/2017	\$2,000,000.00	Steve Brigman, P.E. (775)329-5999
11	Topaz Ranch Estates Wellington Nv Phase 1B	Water Line Replacement	Topaz Ranch Estates	Lumos	Complete	10/1/2017	\$1,800,000.00	Tim Russel (775)883-7077
12	Topaz Ranch Estates, Wellington Nv Phase 1A	Water line Replacement	Topaz Ranch Estates	Lumos Tim Russel (775)883-7077	Complete	4/1/2017	\$2,200,000.00	Tim Russel (775)883-7078

**BIDDER SUBCONTRACTOR INFORMATION**  
 (For subcontractors exceeding five percent (5%) of the bid amount)

Exhibit A

Contract No.: 23300322

Contractor: Aspen Developers Corp

Project No(s): CC-2023-308

Address: 2340 East 5th Street

Total Bid Amount \$ \$151,000

Reno, NV 89512

This information must be submitted with your bid proposal. The bidder shall enter "NONE" under "SUBCONTRACTOR NAME" if not using subcontractors exceeding 5% of the bid amount. Per NRS 338.141 Prime Contractor to list itself on Subcontractor's list if to perform any of the work.

SUBCONTRACTOR NAME AND ADDRESS UEI NUMBER (if Federal Funds apply)	PHONE NO.	PROPOSAL (BID) LINE ITEM NO(S).*	NEVADA CONTRACTOR LICENSE # (IF APPLICABLE)	LICENSE LIMIT (IF APPLICABLE)	DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED
Aspen Developers Corp 2340 E 5th Street, Reno, NV 89512	775-786 -3310	All Items	55758A	UNlimited	All Work

*The undersigned affirms all work, other than that being performed by the subcontractors listed in the subcontractor reports submitted for this contract, will be performed by the Prime Contractor listed above.*

\* Please list all items (attach a separate sheet if necessary). Do not enter "multiple" or "various."

  
 Contractor's Signature

4/11/23  
 Date

Telephone No. (775) 560-6940

### BIDDER SUBCONTRACTOR INFORMATION

(For subcontractors exceeding one percent (1%) of bid amount or \$50,000, whichever is greater)

Contract No.: 23300322

Contractor: Aspen Developers Corp

Project No(s): CC-2023-308

Address: 2340 East 5th Street

Bid Amount \$ \$151,000

Reno, NV 89512

This information must be submitted by the three (3) lowest bidders no later than 2 hours after the bid opening time. The bidder shall enter "NONE" under "SUBCONTRACTOR NAME" if not using subcontractors exceeding 1% of the bid amount. Per NRS 338.141 Prime Contractor to list itself on Subcontractor's list if to perform any of the work.

SUBCONTRACTOR NAME AND ADDRESS <i>UEI NUMBER (if Federal Funds apply)</i>	SUBCONTRACTOR PHONE NO.	PROPOSAL (Bid) LINE ITEM NO(S).*	NEVADA CONTRACTOR LICENSE # (IF APPLICABLE)	LICENSE LIMIT (IF APPLICABLE)	DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED
Aspen Developers Corp 2340 E 5th Street, Reno, NV 89512	775-7863310	All Items	55758 A	Unlimited	All Items

\* Please list all items (attach a separate sheet if necessary). Do not enter "multiple" or "various."

*Frank Mapp*  
Contractor's Signature

4/14/23  
Date

Telephone No. (775) 560-6940

\*\*\*\*Email to [Cakers@carson.org](mailto:Cakers@carson.org)



**Conflict of Interest Disclosure Form**

Date: 4/11/23

Project: South Nevada Street Sewer Replacement

Title: Project Manager

Name: Kurt Matzoll

Position: Project Manager

Please describe below any relationships, transactions, positions you hold (volunteer or otherwise), or circumstances that you believe could contribute to a conflict of interest:

- I have no conflict of interest to report.
- I have the following conflict of interest to report (please specify other nonprofit and for-profit boards you (and your spouse) sit on, any for-profit businesses for which you or an immediate family member are an officer or director, or a majority shareholder, and the name of your employer and any businesses you or a family member own:

I hereby certify that the information set forth above is true and complete to the best of my knowledge.

Signature: 

Date: 4/11/23

# BID PROPOSAL

## Local Preference Affidavit (This form is required to receive a preference in bidding)

I, **Kurt Matzoll**, on behalf of the Contractor, **Aspen Developers Corp.**, swear and affirm that in order to be in compliance with NRS 338.147 and NRS 338.1389 and be eligible to receive a preference in bidding on:

Bid No. 23300322

Project Name: South Nevada Street Sewer Replacement Project

certify that the following requirement will be adhered to, documented, and attained on completion of the contract. Upon submission of this affidavit on behalf of

I recognize and accept that failure to comply with any requirements is a material breach of the contract and entitles the City to damages. In addition, the Contractor may lose their preference designation and/or lose their ability to bid on public works for one year, pursuant to NRS 338.147 and NRS 338.1389:

1. The Contractor shall ensure that 50 percent of the workers employed on the job possess a Nevada driver's license or identification card;
2. The Contractor shall ensure all vehicles used primarily for the public work will be registered and (where applicable) partially apportioned to Nevada;
3. The Contractor shall ensure at least 50 percent of the design professionals who work on the project (including sub-contractors) have a Nevada driver's license or identification card.
4. The Contractor shall ensure payroll records related to this project are maintained and available within the State of Nevada.

**\*Note that specific sections of NRS 338 detailing the continued procedures associated with the use of the "bidder's preference" have been amended by the passage of Assembly Bill 172 effective 7/1/13, requiring this affidavit and subsequent record keeping and reporting by the General Contractor using the preference program and awarded this project. These requirements are not applicable to Contractors who do not use the "Bidder's Preference" eligibility certificate in their bid.**

By: Kurt Matzoll

Title: Project Manager

Signature: 

Date: 4/11/23



# NEVADA STATE CONTRACTORS BOARD

5390 KIETZKE LANE, SUITE 102, RENO, NEVADA, 89511 (775) 688-1141 FAX (775) 688-1271, INVESTIGATIONS (775) 688-1150  
8400 WEST SUNSET ROAD, SUITE 150, LAS VEGAS, NV, 89113, (702) 486-1100 FAX (702) 486-1190, INVESTIGATIONS (702) 486-1110

## CERTIFICATE OF ELIGIBILITY PER NRS 338.147 and NRS 338.1389

CERTIFICATE NUMBER: **BPC-08-06-20-0361**

**ASPEN DEVELOPERS CORP** (HEREIN THE "GENERAL CONTRACTOR") NEVADA STATE CONTRACTORS' LICENSE NUMBER: **0055758** ORIGINAL ISSUE DATE: **05/09/2003** BUSINESS TYPE: **CORPORATION** CLASSIFICATION: **A-GENERAL ENGINEERING** MONETARY LICENSE LIMIT: **\$9,700,000** STATUS: **ACTIVE**, IS HEREBY ISSUED THIS CERTIFICATE BY THE NEVADA STATE CONTRACTORS' BOARD, BASED UPON THE INFORMATION CONTAINED IN THE STATEMENT OF COMPLIANCE WITH NEVADA REVISED STATUTES (NRS) 338.147 AND NRS 338.1389 AND THE AFFIDAVIT OF CERTIFIED PUBLIC ACCOUNTANT SUBMITTED TO THE NEVADA STATE CONTRACTORS BOARD AS PROOF OF CONTRACTOR'S COMPLIANCE WITH THE PROVISIONS OF NRS 338.147 AND NRS 338.1389. IN ACCORDANCE WITH THE PROVISIONS OF NRS 338.147(3), THE ABOVE-NAMED GENERAL CONTRACTOR AND A CERTIFIED PUBLIC ACCOUNTANT HAVE SUBMITTED FULLY EXECUTED AND NOTARIZED SWORN AFFIDAVITS AS PROOF OF PREFERENTIAL BIDDER STATUS, UNDER PENALTY OF PERJURY, CERTIFYING THAT THE GENERAL CONTRACTOR IS QUALIFIED TO RECEIVE A PREFERENCE IN BIDDING AS SET FORTH IN NRS 338.147 AND NRS 338.1389 AND OTHER MATTERS RELATING THERETO.

THIS CERTIFICATE OF ELIGIBILITY IS ISSUED ON **JUNE 21, 2022** AND EXPIRES ON **MAY 31, 2023**, UNLESS SOONER REVOKED OR SUSPENDED BY THE NEVADA STATE CONTRACTORS BOARD.

*Nancy Mathias*

NANCY MATHIAS, LICENSING ADMINISTRATOR  
FOR MARGI A. GREIN, EXECUTIVE OFFICER

*6/24/2022*

DATE



The Nevada State Contractors Board assumes no liability or responsibility for the accuracy or validity of the information contained in the Contractors Statement of Compliance or the Affidavit of Certified Public Accountant as Proof of Contractors Compliance with the Provisions of NRS 338.147 and NRS 338.1389. The above-named General Contractor shall bear the responsibility to ascertain the accuracy and validity of the affidavits provided to support the issuance of this certificate.





## STAFF REPORT

**Report To:** Board of Supervisors

**Meeting Date:** May 4, 2023

**Staff Contact:** Carol Akers, Purchasing & Contracts Administrator and Darren Schulz, Public Works Director

**Agenda Title:** For Possible Action: Discussion and possible action regarding authorization to add an additional amount of \$44,536.60 in contingency funds to Contract No. 23300245 ("Contract") with Shaheen Beauchamp Builders, LLC ("SBB") to cover the costs of change orders for the Senior Center Remodel Project ("Project"), resulting in a new total not to exceed amount of \$693,924.90 for the Contract. (Carol Akers, CAkers@carson.org and Randall Rice, RRice@carson.org)

Staff Summary: This Project renovates the Carson City Senior Citizens Center kitchen, restrooms located at the west end of the building and dining room. The Contract's original not to exceed amount was \$649,388.30, which included a 10 percent contingency of \$59,035.30. To date, completed and pending change orders for the Project total \$36,832.04, leaving \$22,203.26 in unused Project contingency. However, during the kitchen flooring renovation, unanticipated water damage to the subfloor was discovered, and the required repairs will cost \$44,536.60. Authorizing the additional \$44,536.60 in contingency funds will cover the cost of subfloor repairs while keeping the remaining \$22,203.26 in contingency funds available through Project completion.

**Agenda Action:** Formal Action / Motion

**Time Requested:** Consent

---

### **Proposed Motion**

I move to approve the additional contingency funding.

### **Board's Strategic Goal**

Sustainable Infrastructure

### **Previous Action**

January 19, 2023 (Item 10.A) – The Board of Supervisors ("Board") awarded Contract No. 23300245 to SBB, the lowest responsive and responsible bidder pursuant to NRS Chapter 338, for a not to exceed amount of \$649,388.30.

August 5, 2021 (Item 12.B) – The Board approved the Plan of Expenditure for American Rescue Plan Act ("ARPA") funding. Included in the Plan of Expenditure is funding for the Senior Center restroom remodel in the amount of \$400,000.

May 20, 2021 (Item 15.B) – The Board approved the final budget for Fiscal Year ("FY") 2022, including the Capital Improvement Program ("CIP").

### **Background/Issues & Analysis**

The Project combines three smaller projects (dining room renovation, kitchen floor replacement and bathroom remodel) into a single project. Kitchen floor replacement was budgeted for a total of \$325,000 using local CIP funding. The dining room renovation was budgeted for a total of \$640,000 using a grant obtained by the Carson City Senior Citizens Center, Inc., a Nevada nonprofit corporation, from the State of Nevada, Aging and Disability Services Division (“ADSD”). The bathroom renovation included \$400,000 in City-allocated ARPA funding. The available funding, from all sources combined, totaled \$1,365,000. The Contract awarded to SBB (for a total of \$649,388.30, including 10% contingency), was much lower than was anticipated for the Project.

During the design process for the Project, a structural engineer inspected the kitchen floor joists for structural integrity. Unfortunately, due to the nature of the damage, the subfloor water damage was unidentifiable until the existing flooring was removed during construction.

Authorizing the additional \$44,536.60 in contingency funds will allow the kitchen subfloor repairs to go forward while also maintaining the current \$22,203.26 in available contingency funds. It is anticipated that the remaining Project contingency will be utilized on various necessary construction changes and unforeseen conditions to bring the Project to completion.

Further, adding \$44,536.60 in contingency funds will not actually cause the City to incur any expenses because the State has agreed that the additional \$44,536.60 needed for the kitchen subfloor repairs can be reimbursed through excess ADSD grant funds. To date, there is a remainder of \$395,109 in unspent ADSD grant funds available for the Project, and the State has agreed to allow a portion of the unspent ADSD grant funds to cover the additional expense of the kitchen subfloor replacement.

#### **Applicable Statute, Code, Policy, Rule or Regulation**

NRS Chapter 338

#### **Financial Information**

**Is there a fiscal impact?** Yes

**If yes, account name/number:** Sub-Project P301222006 of master grant G070121010 (ARPA)  
Grant Fund, Construction Account 2750600-507010  
Capital Projects Fund, Construction Account 2105050-507010

**Is it currently budgeted?** Yes

**Explanation of Fiscal Impact:** Sub-Project P301222006 of master grant G070121010 (ARPA), account 2750600-507010 has a remaining budget available in the amount of \$49,186. Grant Funding and CIP approved amounts in account 2105050-507010 (Dining Room and Kitchen Flooring) has a remaining budget of \$479,871 and will be reduced by an additional \$44,536.60.

#### **Alternatives**

Do not approve the additional contingency funding requested and/or provide alternative direction to staff.

#### **Attachments:**

[SBB Change Order.pdf](#)

[4 - State Approval Email.pdf](#)

[3 - Senior Center Obligation Letter.pdf](#)

[2 - 23300245 Executed Contract-SBB.pdf](#)

**Board Action Taken:**

Motion: \_\_\_\_\_

1) \_\_\_\_\_

2) \_\_\_\_\_

Aye/Nay

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Vote Recorded By)

# Change Order Request

Detailed (with Breakdown of PCOs), Grouped by Each Number

**Carson City Senior Center Remodel**

**Project # 23006**

Tel: Fax:

**Change Order Request: 012**

**Date:**

<b>To:</b> Carson City	<b>From:</b> Patrick Beauchamp Shaheen Beauchamp Builders LLC 318 N. Carson St. Suite #202 Carson City, NV 89701
---------------------------	--

Description	Category	Status
Sub Floor Replacment Option 2		Pending

Reference	Required By	Days Req	Amt Req
		0	44,537

**Notes**

13 Working Days will be added to the Kitchen Floor Schedule if this COR is accepted .

As of 4/12/23 progress has been stopped in the Kitchen Area .

This COR does not account for any unknown preexisting structural condition that may exist with the floor joists.

PCO No	Date	Reference	Amt Prop	Days Req	Category	Reason
Description		Notes				
014	4/17/2023		44,537	0		
Sub Floor Replacement Option 2						

Item No	Item Description	Amt Prop	Reference
001	SI Legacy	40,885	
006	Gardner Engineering- Remove and Reset Floor Drains	337	
002	SBB Mark-Up (5%)	2,061	
003	SBB - Layout, Cut-Out for plumbing, headouts (10hr @ \$65hr)	650	
005	SBB - Additional Cleaning (8hr @ \$55hr)	440	
004	SBB - Markup on Direct Labor (15%)	164	

**Approved By:**

**Signature** \_\_\_\_\_

**Name** \_\_\_\_\_ **Date** \_\_\_\_\_



Will Engineering LLC  
 748 S. Meadows Parkway, Suite A-9  
 PMB #21  
 Reno, NV 89521  
 Phone: (775)560-6554

## **FIELD REPORT**

**PROJECT: Carson City Senior Center Facilities Remodel**

**LOCATION: Carson City, Nevada**

**CONTRACTOR: Shaheen Beauchamp Builders**

**INSPECTION DATE: 4-11-23**

**SITE VISIT PERFORMED BY: Jeremy Will**

**PRESENT AT SITE: Anthony Mercer (Shaheen Beauchamp)**

**ARCHITECT: H+K Architects**

**PROJECT NO: 22-008**

**TIME: 1:00 p.m.**

Item #	Description
1	<p>The main purpose of this site visit was to review the condition of the existing floor sheathing in the kitchen area. Also observed during this site visit were:</p> <ul style="list-style-type: none"> <li>- Structural framing at the restrooms appeared to be complete and some sheetrock was in place.</li> <li>- Structural framing at the kitchen is ongoing.</li> </ul>
2	<p>Much of the existing plywood floor sheathing at kitchen and associated areas is damaged, with top plys of the sheathing having delaminated. Much of the delaminated material appears to have been removed with the demolition of the existing flooring. Existing OSB floor sheathing is generally in better condition but there are a few locations where even the OSB is damaged. There are also a couple locations where the floor sheathing has severe water damage and others where the damage has resulted in a "soft" floor where there is noticeable deflection when load is applied. All damaged sheathing is required to be removed and replaced. Care shall be taken to avoid damaging the existing floor framing when removing existing floor sheathing. The Architect/Owner shall select one of the two following options for sheathing replacement:</p> <p>Option 1: Replace the damaged sheathing with new 3/4" Exterior Grade T&amp;G plywood or OSB with an APA rating of 40/20. Glue and nail with 10d common deformed ring shank nails at 6" o.c. edge nailing and 12" o.c. field nailing.</p> <p>Option 2: Replace the damaged sheathing with new 1 1/8" Exterior Grade T&amp;G plywood or OSB with an APA rating of 60/32. Glue and nail with 10d common deformed ring shank nails at 6" o.c. edge nailing and 12" o.c. field nailing. To flush out the floor at the undamaged 3/4" existing sheathing which remains, overlay it with new 3/8" Exterior Grade plywood or OSB with an APA rating of 24/0. Glue and nail with 10d common deformed ring shank nails at 6" o.c. edge nailing and 12" o.c. field nailing.</p>
3	<p>At the remaining portion of wall just south of the kitchen counter opening (Door 123) there are portions of an existing header and sill plate in the wall which do not tie in to the surrounding wall framing. I directed the Contractor to frame out the header and sill with king and cripple studs to lock it into the surrounding framing, even though it will not be an opening in the final construction.</p>
4	<p>At the remaining portion of wall just north of the kitchen counter opening (Door 123) there is a partial height stud that is spliced to another partial height stud at about mid-height of the wall. I directed the Contractor to remove the bottom partial height stud and replace it with a full-height stud.</p>

### **QUALIFICATIONS:**

1. The site visit has been performed to observe **only general conformance** with the project construction documents.
2. The site visit has been a visual observation only.
3. Each and every structural element and component indicated on the construction documents was not observed.
4. Dimensions of structural elements were not verified.
5. Where directives contained in this field report entail a change in cost, the Contractor shall submit the proposed cost adjustment to the Owner/Architect for review and approval prior to installation.

# Change Order Request



**To:** Shaheen Beauchamp  
 Address: 318 N. Carson St. #202  
 Attention: Jeremy Froland  
 Phone: 775 885-2294  
 Fax:  
 Email: jfroland@sbuilders.com

4815 Longley Lane      Reno, NV 89502  
 775-332-0602 Office    775-562-2693 Fax  
 Bid Limit \$4,500,000

**Job Name:** Carson City Senior Center  
**Job Location:** 911 Beverly Dr  
**Estimator:** Jake Crawford

**Bid #** 9683

**CO#3 Description:** Kitchen Subfloor Repair

Scope of Work	Manufacturer	Style	Color
Demo and Disposal	SI Legacy	Bad Subfloor	Replace
Material	Home Depot	3/4" Plywood	
Material	Home Depot	1 1/8" Plywood	
Material	Home Depot	3/8" Plywood	
Labor	SI Legacy	Installation	Hourly

**Contract Amount:**  
**CO Amount:**    TBD  
**Previous CO's:** \_\_\_\_\_  
**New Total**

**Proposal Notes (Clarifications & Exclusions):**

**Option 1 Replace Damaged Plywood With 3/4" Plywood**

Demo and Dispose 3 Guys for 5 Days = 120 hr @ \$105 per hr = \$12,600 (Includes Disposal)  
 3/4" Plywood \$3,228  
 Labor 3 Guys for 5 days = 120 hr @ \$95 per hr = \$11,400 (Includes Glue and Nails)  
 Total \$27,228  
 OH&P 15% \$4,805  
**Overall Total \$32,033**

**Option 2 Replace Damaged Plywood With 1 1/8" Plywood and Overlay Existing With 3/8" Plywood**

Demo and Dispose 3 Guys for 5 Days = 120 hr @ \$105 per hr = \$12,600 (Includes Disposal)  
 1 1/8" Plywood \$ 3,275  
 3/8" Plywood \$638  
 Labor 3 Guys for 8 Days = 192 hr @ \$95 per hr = \$18,240 (Includes Glue and Nails)  
 Total \$34,753  
 OH&P 15% \$6,132  
**Overall Total \$40,885**

Signature *Jake Crawford*  
Name Jake Crawford  
Date 4/17/2023

Acceptance Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Date \_\_\_\_\_

## Randall Rice

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**From:** LaDonne Knighten <LKnighten@adsd.nv.gov>  
**Sent:** Tuesday, April 25, 2023 1:54 PM  
**To:** Courtney Warner  
**Cc:** Jeanette Garcia; Alexandra Crocket; Kristi Martin  
**Subject:** RE: Approval Requested - 01-000-76-1C6X-22

**This message originated outside of Carson City's email system. Use caution if this message contains attachments, links, or requests for information.**

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Hi Courtney,

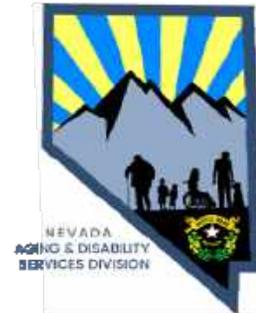
This request is approved.

I have made a note on your current approved budget. No supplement or budget modification is required by you at this time. I have copied Jeanette and our fiscal team for notification.

Thank you,



**LaDonne Knighten**  
Social Services Chief I, Community Services  
Nevada Department of Health and Human Services  
Aging and Disability Services Division  
3320 W Sahara, Suite 100, Las Vegas, NV 89102  
T: (702)486-6355 F: (702)486-3236 E: [lknighten@adsd.nv.gov](mailto:lknighten@adsd.nv.gov)  
[www.adsd.nv.gov](http://www.adsd.nv.gov) | [www.dhhs.nv.gov](http://www.dhhs.nv.gov)



**NOTICE:** This message and accompanying documents are covered by the electronic Communications Privacy Act, 18 U.S.C. §§ 2510-2521, may be covered by the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and may contain confidential information or Protected Health Information intended for the specified individual(s) only. If you are not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this document in error and that any review, dissemination, copying, or the taking of any action based on the contents of this information is strictly prohibited. Violations may result in administrative, civil, or criminal penalties. If you have received this communication in error, please notify sender immediately by e-mail, and delete the message.

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**From:** Courtney Warner <CWarner@carson.org>  
**Sent:** Tuesday, April 25, 2023 12:37 PM  
**To:** LaDonne Knighten <LKnighten@adsd.nv.gov>  
**Subject:** FW: Approval Requested - 01-000-76-1C6X-22

**WARNING** – This email originated from outside the State of Nevada. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Dear LaDonne,

In Jeanette's absence today, would you be able to consider our formal request below and authorize approval via email? We are under time constraints to get in front of our City board as construction has stopped on this project until funding has been approved.

Thanks,

**Courtney Warner**

Executive Director | Carson City Senior Center

911 Beverly Drive, Carson City, NV 89706

Direct: 775-283-7235 | Senior Center Main: 775-883-0703 | Fax: 775-883-2869 | Email: [cwarner@carson.org](mailto:cwarner@carson.org)

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

[Carson City Senior Citizen's Center | Facebook](#)



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**From:** Courtney Warner

**Sent:** Tuesday, April 25, 2023 9:35 AM

**To:** Jeanette Garcia <[Jeanette@adsd.nv.gov](mailto:Jeanette@adsd.nv.gov)>

**Subject:** Approval Requested - 01-000-76-1C6X-22

Dear Jeanette,

Per our conversation on the phone, this email is request approval to grant 01-000-76-1C6X-22, ARPA Capital Improvements to amend and add the following narrative into budget category Contractual Services (1). The additional narrative is the replacement of portions of the kitchen subfloor in the amount of \$44,536.60. The justification is during the removal of the kitchen flooring, it was identified that portions of the existing subfloor require replacement due to water damage. The approved Contractual Services (1) budget is \$640,633. The project is currently under budget, expected to be completed under budget, and has remaining funds available to pay for the kitchen subfloor amount without requesting a supplement to the budget. This request is for approval to complete the work within the approved budget of \$640,633 without a budget supplement or modification.

I appreciate your consideration and am available to answer any questions you may have about this request.

Kind regards,

**Courtney Warner**

Executive Director | Carson City Senior Center

911 Beverly Drive, Carson City, NV 89706

Direct: 775-283-7235 | Senior Center Main: 775-883-0703 | Fax: 775-883-2869 | Email: [cwarner@carson.org](mailto:cwarner@carson.org)

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

[Carson City Senior Citizen's Center | Facebook](#)





March 18, 2022

Sheri Russell, Chief Financial Officer  
City of Carson City  
201 N. Carson Street, Suite 3  
Carson City, NV 89701

RE: Carson City Senior Center; Dining Room Remodel Project

Dear Ms. Russell,

Carson City Senior Citizens Center, Inc., a Nevada nonprofit corporation ("CCSCC"), has received grant funding to remodel the dining room at the senior center (located at 911 Beverly Drive, in Carson City). The grant funds were awarded by the State of Nevada, Aging and Disability Services Division under Award No.: 01-000-76-1C6X-22. A copy of the Notice of Subaward is enclosed for your reference.

This letter serves as acknowledgement of the obligation of CCSCC to pay and reimburse the City of Carson City in an amount not to exceed \$640,000 for expenses related to the design, construction, and completion of the capital improvement project titled "Dining Room Remodel" as outlined in the Notice of Subaward with a project completion including final billing no later than June 30, 2023.

If you have any questions, or if you need any additional information, please let me know.

Kind regards,

A handwritten signature in black ink, appearing to read "Bruce Scott", with a long horizontal flourish extending to the right.

Bruce Scott, President  
Carson City Senior Citizens Center, Inc.  
(775) 883-1600

Encl.



**State of Nevada**  
 Department of Health and Human Services  
**Aging and Disability Services Division**  
 (hereinafter referred to as the Department)

Agency Ref. #: 01-000-76-1C6X-22  
 Budget Account: 3286  
 Category: 56  
 GL: 8781  
 Job Number: 93045A11

**NOTICE OF SUBAWARD**

<b>Program Name:</b> ADSD Planning, Advocacy and Community Services (PAC) Unit Grants Management Contact Name: Alison Koenig, AKoenig@adsd.nv.gov	<b>Subrecipient's Name:</b> Carson City Senior Citizens Center Contact Name: Bruce Scott, Board President / bruce@rcl-nv.com
<b>Address:</b> 3416 Goni Road, #D-132 Carson City, NV 89706	<b>Address:</b> 911 Beverly Drive, Carson City, NV 89706
<b>Subaward Periods:</b> Project Period: 1/1/2022 - 6/30/2023 Budget Period: 1/1/2022 - 6/30/2022 (Year 1) Budget Period: 7/1/2022 - 6/30/2023 (Year 2) <b>Subaward Type:</b> Categorical	<b>Subrecipient's:</b> EIN: <u>88-0123061</u> Vendor #: <u>T11880200</u> Dun & Bradstreet: <u>147539027</u>

**Purpose of Award:** Fiscal Year 2022 funding to provide Capital Improvements Services to individuals deemed eligible per the ADSD Service Specifications. The amount obligated in FY2022 (Year 1) is \$75,000.00. A supplement will be completed to obligate the remaining funds for FY2023 (Year 2).

**Region(s) to be served:**  Statewide  Specific county or counties: Carson City

<b>Approved Budget Categories: (YRS 1 &amp; 2)</b>	
1. Personnel	\$0.00
2. Travel	\$0.00
3. Operating	\$6,963.00
4. Equipment	\$5,881.00
5. Contractual/Consultant	\$640,000.00
6. Training	\$0.00
7. Other	\$0.00
<b>TOTAL DIRECT COSTS</b>	<b>\$652,844.00</b>
8. Indirect Costs	\$65,284.40
<b>TOTAL APPROVED BUDGET</b>	<b>\$718,128.40</b>

<b>AWARD COMPUTATION:</b>	
Total Obligated by this Action:	\$ 75,000.00
Cumulative Prior Awards this Budget Period:	\$ 0.00
Total Federal Funds Awarded to Date:	\$ 75,000.00
Total State Funds Awarded to Date:	\$ 0.00
<b>Total Funds Awarded:</b>	<b>\$ 75,000.00</b>

Match Required  Y  N  
 Amount Required this Action: \$ 0.00  
 Amount Required Prior Awards: \$ 0.00  
 Total Match Amount Required: \$ 0.00

Research and Development (R&D)  Y  N  
**Federal Budget Period:**  
 04/01/2021 - 09/30/2024  
**Federal Project Period:**  
 04/01/2021 - 09/30/2024

**FOR AGENCY USE, ONLY**

<b>Source of Funds:</b> Administration for Community Living (ACL); American Rescue Plan (ARP) for Congregate Meals under Title III-C1 of the OAA (CMC6)	<b>% Funds:</b> 100%	<b>CFDA:</b> 93.045	<b>FAIN:</b> N/A	<b>Federal Grant #:</b> 2101NVCMC6-00	<b>Federal Grant Award Date by Federal Agency:</b> 5/3/2021
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**Agency Approved Indirect Rate:** N/A

**Subrecipient Approved Indirect Rate:** 10%

**Terms and Conditions:**

In accepting these grant funds, it is understood that:

1. This award is subject to the availability of appropriated funds.
2. Expenditures must comply with any statutory guidelines, the DHHS Grant Instructions and Requirements, ADSD Requirements and Procedures for Grant Programs (RPGPs), and the State Administrative Manual.
3. Expenditures must be consistent with the narrative, goals and objectives, and budget as approved and documented.
4. Subrecipient must comply with all applicable Federal and State regulations.
5. Quarterly progress reports are due by the 15th of each month following the end of the quarter, unless specific exceptions are provided in writing by the grant administrator.
6. Financial Status Reports and Requests for Reimbursements must be submitted monthly or quarterly, unless specific exceptions are provided in writing by the grant administrator.

**Incorporated Documents:**

Section A: Grant Conditions and Assurances;  
 Section B: Description of Services, Scope of Work and Deliverables;  
 Section C: Budget and Financial Reporting Requirements;  
 Section D: Request for Reimbursement;

Section E: Audit Information Request;  
 Section F: Current/Former State Employee Disclaimer; and  
 Section G: DHHS Confidentiality Addendum

Authorized Subrecipient Official's Name, Title:	Signature	Date
Courtney Warner, Executive Director		1/25/2022
Jeffrey S. Duncan, Chief II For Dena Schmidt, ADSD Administrator		01/24/2022

STATE OF NEVADA  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
AGING AND DISABILITY SERVICES DIVISION  
NOTICE OF SUBAWARD

SECTION A

GRANT CONDITIONS AND ASSURANCES

General Conditions

1. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Recipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Department of Health and Human Services (hereafter referred to as "Department") shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the Recipient is an independent entity.
2. The Recipient shall hold harmless, defend and indemnify the Department from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Recipient's performance or nonperformance of the services or subject matter called for in this Agreement.
3. The Department or Recipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, and signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor release or release the Department or Recipient from its obligations under this Agreement.
  - The Department may, in its discretion, amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the Department and Recipient.
4. Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial terminations of the Scope of Work in Section B may only be undertaken with the prior approval of the Department. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, reports, or other materials prepared by the Recipient under this Agreement shall, at the option of the Department, become the property of the Department, and the Recipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.
  - The Department may also suspend or terminate this Agreement, in whole or in part, if the Recipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the Department may declare the Recipient ineligible for any further participation in the Department's grant agreements, in addition to other remedies as provided by law. In the event there is probable cause to believe the Recipient is in noncompliance with any applicable rules or regulations, the Department may withhold funding.

Grant Assurances

A signature on the cover page of this packet indicates that the applicant is capable of and agrees to meet the following requirements, and that all information contained in this proposal is true and correct.

1. Adopt and maintain a system of internal controls which results in the fiscal integrity and stability of the organization, including the use of Generally Accepted Accounting Principles (GAAP).
2. Compliance with state insurance requirements for general, professional, and automobile liability, workers' compensation and employer's liability; and, if advance funds are required, commercial crime insurance.
3. These grant funds will not be used to supplant existing financial support for current programs.
4. No portion of these grant funds will be subcontracted without prior written approval unless expressly identified in the grant agreement.
5. Compliance with the requirements of the Civil Rights Act of 1964, as amended, and the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).
6. Compliance with the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted there under contained in 28 CFR 26.101-36.999 inclusive, and any relevant program-specific regulations.
7. Compliance with the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and sub-grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
8. Compliance with Title 2 of the Code of Federal Regulations (CFR) and any guidance in effect from the Office of Management and Budget (OMB) related (but not limited to) audit requirements for grantees that expend \$750,000 or more in Federal awards during the grantee's fiscal year must have an annual audit prepared by an independent auditor in accordance with the terms and requirements of the appropriate circular. **To acknowledge this requirement, Section E of this notice of subaward must be completed.**
9. Certification that neither the Recipient 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 regulations implementing

**STATE OF NEVADA  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
AGING AND DISABILITY SERVICES DIVISION  
NOTICE OF SUBAWARD**

Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67 § 67.510, as published as pt. VII of May 26, 1988, Federal Register (pp. 19150-19211).

10. No funding associated with this grant will be used for lobbying.
11. Disclosure of any existing or potential conflicts of interest relative to the performance of services resulting from this grant award.
12. Provision of a work environment in which the use of tobacco products, alcohol, and illegal drugs will not be allowed.
13. An organization receiving grant funds through the Nevada Department of Health and Human Services shall not use grant funds for any activity related to the following:
  - Any attempt to influence the outcome of any federal, state or local election, referendum, initiative or similar procedure, through in-kind or cash contributions, endorsements, publicity or a similar activity.
  - Establishing, administering, contributing to or paying the expenses of a political party, campaign, political action committee or other organization established for the purpose of influencing the outcome of an election, referendum, initiative or similar procedure.
  - Any attempt to influence:
    - The introduction or formulation of federal, state or local legislation; or
    - The enactment or modification of any pending federal, state or local legislation, through communication with any member or employee of Congress, the Nevada Legislature or a local governmental entity responsible for enacting local legislation, including, without limitation, efforts to influence State or local officials to engage in a similar lobbying activity, or through communication with any governmental official or employee in connection with a decision to sign or veto enrolled legislation.
  - Any attempt to influence the introduction, formulation, modification or enactment of a federal, state or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity through communication with any officer or employee of the United States Government, the State of Nevada or a local governmental entity, including, without limitation, efforts to influence state or local officials to engage in a similar lobbying activity.
  - Any attempt to influence:
    - The introduction or formulation of federal, state or local legislation;
    - The enactment or modification of any pending federal, state or local legislation; or
    - The introduction, formulation, modification or enactment of a federal, state or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity, **by preparing, distributing or using** publicity or propaganda, or by urging members of the general public or any segment thereof to contribute to or participate in any mass demonstration, march, rally, fundraising drive, lobbying campaign or letter writing or telephone campaign.
  - Legislative liaison activities, including, without limitation, attendance at legislative sessions or committee hearings, gathering information regarding legislation and analyzing the effect of legislation, when such activities are carried on in support of or in knowing preparation for an effort to engage in an activity prohibited pursuant to subsections 1 to 5, inclusive.
  - Executive branch liaison activities, including, without limitation, attendance at hearings, gathering information regarding a rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity and analyzing the effect of the rule, regulation, executive order, program, policy or position, when such activities are carried on in support of or in knowing preparation for an effort to engage in an activity prohibited pursuant to subsections 1 to 5, inclusive.
14. An organization receiving grant funds through the Nevada Department of Health and Human Services may, to the extent and in the manner authorized in its grant, use grant funds for any activity directly related to educating persons in a nonpartisan manner by providing factual information in a manner that is:
  - Made in a speech, article, publication, or other material that is distributed and made available to the public, or through radio, television, cable television or other medium of mass communication; and
  - Not specifically directed at:
    - Any member or employee of Congress, the Nevada Legislature or a local governmental entity responsible for enacting local legislation;
    - Any governmental official or employee who is or could be involved in a decision to sign or veto enrolled legislation; or
    - Any officer or employee of the United States Government, the State of Nevada or a local governmental entity who is involved in introducing, formulating, modifying or enacting a Federal, State or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity.

This provision does not prohibit a recipient or an applicant for a grant from providing information that is directly related to the grant or the application for the grant to the granting agency.

To comply with reporting requirements of the Federal Funding and Accountability Transparency Act (FFATA), the sub-grantee agrees to provide the Department with copies of all contracts, sub-grants, and or amendments to either such documents, which are funded by funds allotted in this agreement.

Compliance with this section is acknowledged by signing the subaward cover page of this packet.

STATE OF NEVADA  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
AGING AND DISABILITY SERVICES DIVISION  
NOTICE OF SUBAWARD

SECTION B

Description of Services, Scope of Work and Deliverables

Carson City Senior Citizens Center, hereinafter referred to as Subrecipient, agrees to provide the following services and reports according to the identified timeframes:

Scope of Work for Carson City Senior Citizens Center

Indicate the staff responsible for each of the following:

Compliance Item	Due Date	Indicate Subrecipient Staff Responsible (Name and Title)
Reporting Schedule	Each report applicable to funded service, as outlined at <a href="https://ahsd.nv.gov/Programs/Grant/Reporting/Instructions/">https://ahsd.nv.gov/Programs/Grant/Reporting/Instructions/</a>	Country Warner, ES
SAMS and/or Service-Specific Report	10 <sup>th</sup> calendar day following the month of service	u
Request for Reimbursement	15 <sup>th</sup> calendar day following the month of quarter of service	ll
Request for Reimbursement – Advance	15 <sup>th</sup> calendar day before the month of service	ll
Quarterly Report	15 <sup>th</sup> calendar day following the quarter of service	ll
General Service Specifications	Ongoing throughout subaward period – General guidelines for service provision	ll
Requirements and Procedures for Grant Programs (RPGPs)	Ongoing throughout subaward period – General guidelines for management of the subaward	ll
Quality Improvement and Efficiency	Ongoing throughout subaward period	ll
Provision of service as described in the approved subaward application	Ongoing throughout subaward period	ll

STATE OF NEVADA  
 DEPARTMENT OF HEALTH AND HUMAN SERVICES  
 AGING AND DISABILITY SERVICES DIVISION  
 NOTICE OF SUBAWARD

**GOALS AND OBJECTIVES**

<b>Goal 1: Construction and remodel of the dining room</b>				
<u>Objective(s)</u>	<u>Activities</u>	<u>Due Date(s)</u>	<u>Staff Responsible (Name and Title)</u>	<u>Documentation to be Retained for ADSO Verification</u>
1. Phase 1 - design and bid	Work with architect to design project and put out to bid	June 30, 2022	Courtney Warner, Director/Randall Rice, Engineer	Progress updates
2. Phase 2 - award and permitting	Select best bid and permit project	Summer 2022	Courtney Warner, Director/Randall Rice, Engineer	Progress updates
3. Phase 3 - construction	Construction and remodel	June 30, 2023	Courtney Warner, Director/Randall Rice, Engineer	Progress updates
<b>Goal 2: Increase capacity of lunch program</b>				
<u>Objective(s)</u>	<u>Activities</u>	<u>Due Date(s)</u>	<u>Staff Responsible (Name and Title)</u>	<u>Documentation to be Retained for ADSO Verification</u>
1. Accommodate the concept of choice	Create a choice menu approved by ADSO	June 30, 2023	Courtney Warner, Director/Kaleb Heflin, Kitchen Manager	Menu approval
2. Outreach and marketing	Create new flyers and brochures advertising new remodel and choice menu	June 30, 2023	Courtney Warner, Director	Flyers and brochures
3. Welcoming and inviting space	Offer new attendees tours, assist with meeting others	June 30, 2023	Courtney Warner, Director	Increased numbers of unduplicated clients

STATE OF NEVADA  
 DEPARTMENT OF HEALTH AND HUMAN SERVICES  
 AGING AND DISABILITY SERVICES DIVISION  
 NOTICE OF SUBAWARD

Goal 3: Quality Improvement and Effectiveness				
Objectives	Activities	Due Date(s)	Staff Responsible (Name and Title)	Documentation to be Retained for ADSD Verification
1. Collaborations	Develop partnerships. Host partnerships at events in the Senior Center Outreach to partner organizations about new services offered	On-going	Courtney Warner, Director	Calendar of events indicating partnership events
2. Quality Improvement	Reporting a. Quarterly reports b. Performance Indicators c.	Per reporting schedule due dates	Courtney Warner, Director	Reports
3.				

Compliance with this section is acknowledged by signing the subaward cover page of this packet.



**STATE OF NEVADA  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
AGING AND DISABILITY SERVICES DIVISION  
NOTICE OF SUBAWARD**

Applicant Name: Carson City Senior Citizens Center	Subaward & Service Type:	Categorical: 0
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**Travel/Training** Total: \$0.00  
 Identify staff who will travel, the purpose, frequency and projected costs. Utilize GSA rates (www.gsa.gov) for travel expenses unless the organization's policies specify lower rates for these expenses. Out-of-state travel or non-standard fares require special justification.

Out-of-State Travel	Cost	# of Trips	# of days	Trip total # of Staff	\$0.00
Enter Title of Trip & Destination here, such as "CDC Conference, San Diego, CA"					
Airfare: cost per trip (origin & destination) x # of trips x # of staff					\$0.00
Baggage fee: \$ amount per person x # of trips x # of staff					\$0.00
Per Diem: \$ per day per GSA rate for area x # of trips x # of staff					\$0.00
Lodging: \$ per day + \$ tax = total \$ x # of trips x # of nights x # of staff					\$0.00
Ground Transportation: \$ per trip x # of trips x # of staff					\$0.00
Mealage: (rate per mile x # of miles per trip) x # of trips x # of staff					\$0.00
Parking: \$ per day x # of trips x # of days x # of staff					\$0.00

Justification: (Enter below, expand row as needed) Who will be traveling, when and why, tie into program objective(s) or indicate required by funder.

If traveling to more than 1 out-of-state destination, copy a portion above and insert here.

In-State Travel	Cost	# of Trips	# of days	Trip total # of Staff	\$0.00
Enter Origin & Destination Here					
Airfare: cost per trip (origin & destination) x # of trips x # of staff					\$0.00
Baggage fee: \$ amount per person x # of trips x # of staff					\$0.00
Per Diem: \$ per day per GSA rate for area x # of trips x # of staff					\$0.00
Lodging: \$ per day + \$ tax = total \$ x # of trips x # of nights x # of staff					\$0.00
Minor Pool: (\$ car/day + \$ mileage/day x \$ rate per mile) x # of trips x # of days					\$0.00
Mileage (see below for general mileage): (rate per mile x # of miles per trip) x # of trips x # of staff					\$0.00
Parking: \$ per day x # of trips x # of days x # of staff					\$0.00

Justification: (Enter below, expand row as needed) Who will be traveling, when and why, tie into program objective(s) or indicate required by funder.

If requesting general mileage for operational purposes and not specific trips, complete the following section with the total general mileage expense in the cost column. If more than one staff is traveling, provide a calculation of each staff member's mileage and the reason for general travel.

General Mileage: (rate per mile x # of miles)	Cost	General Mileage Total:	\$0.00
---	------	------------------------	--------

Calculation(s) and Reason(s):

Applicant Name: Carson City Senior Citizens Center	Subaward & Service Type:	Categorical: 0
--	--------------------------	----------------

**Operating** Total: \$9,881.00  
 Include any facility and vehicle costs associated with the proposed program (not the agency as a whole), such as rent, maintenance expenses, insurance, fuel, as well as utilities such as power, water and communications (phone/Internet). Also list tangible and expendable personal property such as office supplies, program supplies, necessary software, postage, etc. Provide a calculation for each line.

Enter Description(s) Below	Amount:
Beverage Dispenser	\$1,120.00
Milk Dispenser	\$2,049.00
Ice Machine with water dispenser	\$2,985.00
	\$0.00

Justification: (Enter below, expand row as needed) Provide narrative to justify purchase of meals, snacks, large expense or unusual budget items. Include details how budget item supports deliverables of the project.

Each item are equipment purchases, below the \$5000 threshold, that directly relate to the construction project and are necessary for the choice menu project. All three dispensers are necessary for seniors to access beverages on their own, making their beverages the way they want them. There are also cost savings using beverage dispensers, especially with milk as the dispensers keep the items at safe temperatures and bagged milk is cheaper than 1/2 gallon milks we currently use.

**Equipment** Total: \$9,881.00  
 List equipment to purchase or lease costing \$5,000 or more, and justify these expenditures. Also list any computers or computer-related equipment to be purchased regardless of cost. Equipment costing less than \$5,000 should be listed under Operating. Justify these items.

Enter Description(s) Below	Amount:
Chick Hot Steam Table - If well - adding a steam table will serve as the equipment to house a "chick" meal. There is currently one steam table in use and a second would expand capacity with a second meal choice.	\$9,881.00
	\$0.00

**STATE OF NEVADA  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
AGING AND DISABILITY SERVICES DIVISION  
NOTICE OF SUBAWARD**

Applicant Name: Carson City Senior Citizens Center	Subaward & Service Type: Categorical, 0
<b>Total: \$640,000.00</b>	
<p><b>Contractor:</b> Explain the need and/or purpose for the contractual or consultant service, identify project workers who are not regular employees of the organization. Include costs of labor, travel, per diem, or other costs. Only include costs for which there is a written agreement or contract. Collaborative projects with multiple partners should expand this category to break out personnel, travel, equipment, etc. for each site. Sub-awards or mini-grants that are a component of a larger project or program may be included here, but require special justification as to the merits of the applicant serving as a "pass-through" entity, and its capacity to do so. Expand rows as needed.</p>	
<p><b>Enter Name of Contractor, Subaward type:</b> City of Carson City, Public Works Department</p> <p><b>Method of Selection:</b> Explain here, i.e. sole source or competitive bid. Sole Source &amp; Competitive Bid</p> <p><b>Period of Performance:</b> FY 22 &amp; FY 23, Completion by June 30, 2023</p> <p><b>Scope of Work:</b> (Define scope of work. What will be the specific services/tasks that will be completed and specific deliverables. How do deliverables relate to your goals and objectives, how will deliverables achieve your objective(s).) The stock in kitchen remodel includes demolishing the existing desk and replacing with a 12-foot long, 40-45" high desk with outlets, cable inside and underneath data storage. The new room remodel includes opening the existing wall, adding a glass window, and adding a curtain. The service window remodel includes opening the existing wall, adding a service window appropriate to the and food code, demolishing and replacing cabinets, and electrical updates to the kitchen, purchasing a new aluminum table, installation of equipment and removal and replacement of flooring. The gallery remodel includes demolishing of an existing steel wall between, opening an end of wall, adding a door, capacity self-service beverage area including counters, cabinets, and chairs, purchasing and installing beverage equipment and removal and replacement of existing. The overall objective after the completion of the construction is to offer a choice menu and beverage menu, suitable for inviting and welcoming dining room environment that is attractive to younger and older senior citizens seeking nutrition support.</p>	\$640,000.00
<p><b>Sole Source Justification:</b> (Define if sole source method, not needed for competitive bid.) Sole source will be used to assist Carson City Public Works Department (CCPW) as the Project Manager (PM). CCPW must act as the PM as the facility is a City owned building. CCPW, acting as the PM, will go to bid for the contractor to complete the work with all work billed to CCPW and the PM will bill CDSOC for the work completed. The Competitive Bid process will meet all City and Federal standards and guidelines.</p>	
<p><b>Method of Accountability:</b> (Define - Describe how the progress and performance of the contractor will be monitored. Identify who is responsible for supervising the contractor's work.) CCPW will act as PM throughout all progress and performance of the contractor with the input of CDSOC. This is the standard of practice for remodel work for City-owned buildings.</p>	
<p><b>Other Justification:</b> (Other information that will help justify the use of this contractor.) By having CCPW as PM, there are savings in management costs, overhead, and overhead as they provide these services to City-owned buildings at a much lower cost than market rate.</p>	
<p><b>Cost Calculation:</b> (Explain costs included in this contractor request.) The construction of a new check-in station is \$20,000, the construction of a new filter water is \$15,000, the construction of new service window are \$200,000, the construction of the beverage area is \$147,400, finish management and permitting is \$341,988, contingency is \$115,000. The construction total is \$662,844 (includ of above). Equipment costs of a new station table, beverage dispensers, coin dispenser and ice machine are \$2,844, indirect costs at 10% is \$68,284.40. Total project cost is \$718,128.40.</p>	
<p><b>Work Order and Contractor Contract:</b> copy section above and insert here:</p>	

Applicant Name: Carson City Senior Citizens Center	Subaward & Service Type: Categorical, 0
<b>Total: \$0.00</b>	
<p><b>Other:</b> Identify and justify other direct expenditures that cannot be identified within another category, such as audit costs, dues, other insurance, printing and promotional costs, etc. Requested funding must be for this specific proposed program. If cost allocating an expense across multiple programs and sources, provide an explanation and calculation for the portion included here.</p>	
\$0.00	
\$0.00	
<p><b>Justification:</b> (Enter below, expand row as needed) Provide narrative to justify these expenditures and how each budget item supports the project.</p>	
<b>TOTAL DIRECT PROJECT COSTS</b>	
<b>\$662,844.00</b>	
<p><b>Administrative Expenses:</b> Administrative expenses are to be used to help cover expenses that cannot easily be assigned to a specific program or unit within an organization. Those costs are associated with depreciation and use allowances, facility operation and maintenance, general administrative expenses such as accounting, payroll, legal and data processing, and any personnel not providing direct services to the project. If requested, the expenses are limited to the maximum rates listed below. Administrative expenses do not apply to equipment or fixed-fee subawards. Reference the Requirements and Procedures for Grant Programs (RPGPs) GR - 20.</p>	
<b>Total: \$68,284.40</b>	
<p>Enter percentage of administrative expenses included in this budget in the Rate box and the equivalent funding in the yellow box.</p> <p>Maximum Rate: 10%</p>	
RATE: 10.00%	
<b>TOTAL BUDGET REQUEST</b>	
<b>\$718,128.40</b>	

**STATE OF NEVADA  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
AGING AND DISABILITY SERVICES DIVISION  
NOTICE OF SUBAWARD**

<b>Applicant Name:</b> Carson City Senior Citizens Center	<b>Type of Service:</b> Categorical; 0
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**PROPOSED BUDGET SUMMARY - FY22**

*OAA - ARPA Projects*

PATTERN BOXES ARE FORMULA DRIVEN. Enter info in orange cells.

<b>A. FUNDING SOURCES</b>	<b>ADSD Funds</b>	<b>MATCH</b>	<b>City of Carson City, ARPA Fund, Capital Remodel, Bathroom Project</b>	<b>City of Carson City, Senior Center Fund</b>	<b>CCSCC Senior Center Congregate</b>	<b>[Enter name of Other Funding, if applicable]</b>	<b>[Enter name of Other Funding, if applicable]</b>	<b>TOTAL</b>
<b>PENDING OR SECURED</b>	Pending	N/A	Secured	Secured	Secured			
<b>ENTER TOTAL FUNDING</b>	\$718,128.40	\$0.00	\$400,000.00	\$776,258.00	\$124,338.00	\$0.00	\$0.00	\$2,018,722.40

**EXPENSE CATEGORY**

Personnel	\$0.00		\$0.00	\$444,969.00	\$50,252.00			\$504,221.00
Travel/Training	\$0.00		\$0.00	\$0.00	\$0.00			\$0.00
Operating	\$6,963.00		\$0.00	\$328,289.00	\$65,084.00			\$400,336.00
Equipment	\$5,881.00		\$0.00	\$0.00	\$0.00			\$5,881.00
Contractual/Consultant	\$540,000.00		\$400,000.00	\$0.00	\$0.00			\$1,040,000.00
Other Expenses	\$0.00		\$0.00	\$0.00	\$0.00			\$0.00
Indirect	\$66,284.40		\$0.00	\$0.00	\$0.00			\$66,284.40

<b>TOTAL EXPENSE</b>	\$718,128.40	\$0.00	\$400,000.00	\$776,258.00	\$124,338.00	\$0.00	\$0.00	\$2,018,722.40
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These boxes should equal zero	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
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Total Indirect Cost	\$66,284.40			Total Agency Budget	\$2,018,722.40
Indirect % of Budget	10.00%			ADSD Percent of Agency Budget	3%

**B. Comments regarding budget summary, if applicable.**

**C. Identify specific source(s) of Match, as applicable, and indicate whether each source of match is Secured or Pending.**

N/A

**D. List potential amounts and sources of program income (required); and describe if the project plans to have a sliding fee scale or voluntary contributions.**

Congregate Nutrition asks for a voluntary contribution of \$2.25 per meal.

**STATE OF NEVADA  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
AGING AND DISABILITY SERVICES DIVISION  
NOTICE OF SUBAWARD**

- Department of Health and Human Services policy allows no more than 10% flexibility of the total, not to exceed amount of the subaward, within the approved Scope of Work/Budget. Subrecipient will obtain written permission to redistribute funds within categories. **Note: the redistribution cannot alter the total not to exceed amount of the subaward. Modifications in excess of 10% require a formal amendment.**
- Equipment purchased with these funds belongs to the federal or state program from which this funding was appropriated and shall be returned to the program upon termination of this agreement.
- Travel expenses, per diem, and other related expenses must conform to the procedures and rates allowed for State officers and employees. It is the Policy of the Board of Examiners to restrict contractors/ Subrecipients to the same rates and procedures allowed State Employees. The State of Nevada reimburses at rates comparable to the rates established by the US General Services Administration, with some exceptions (State Administrative Manual 0200.0 and 0320.0).

**The Subrecipient agrees:**

To request reimbursement according to the schedule specified below for the actual expenses incurred related to the Scope of Work during the subaward period.

- Total reimbursement through this subaward will not exceed \$718,128.40;
- Requests for Reimbursement will be accompanied by supporting documentation, including a line-item description of expenses incurred;
- Additional expenditure detail will be provided upon request from the Department.

Additionally, the Subrecipient agrees to provide:

- A complete financial accounting of all expenditures to the Department within 30 days of the CLOSE OF THE SUBAWARD PERIOD. Any un-obligated funds shall be returned to the Department at that time, or if not already requested, shall be deducted from the final award.
- Any work performed after the BUDGET PERIOD will not be reimbursed.
- If a Request for Reimbursement (RFR) is received after the 45-day closing period, the Department may not be able to provide reimbursement.
- If a credit is owed to the Department after the 45-day closing period, the funds must be returned to the Department within 30 days of identification.

**The Department agrees:**

- Identify specific items Aging and Disability Services Division must provide or accomplish to ensure successful completion of this project, such as:
  - Providing technical assistance, upon request from the Subrecipient;
  - Providing prior approval of reports or documents to be developed;
  - Forwarding a report to another party, i.e. Administration for Community Living (ACL).
- The Department reserves the right to hold reimbursement under this subaward until any delinquent forms, reports, and expenditure documentation are submitted to and accepted by the Department.

**Both parties agree:**

- Aging and Disability Services Division will conduct programmatic and financial monitoring of the project on an annual basis or as determined necessary based on a risk assessment.
- The Subrecipient will, in the performance of the Scope of Work specified in this subaward, perform functions and/or activities that could involve confidential information; therefore, the Subrecipient is requested to fill out Section G, which is specific to this subaward, and will be in effect for the term of this subaward.
- All reports of expenditures and requests for reimbursement processed by the Department are SUBJECT TO AUDIT.
- This subaward agreement may be TERMINATED by either party prior to the date set forth on the Notice of Subaward, provided the termination shall not be effective until 30 days after a party has served written notice upon the other party. This agreement may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Agreement shall be terminated immediately if for any reason the Department, state, and/or federal funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

**Financial Reporting Requirements**

- A Request for Reimbursement is due on a monthly or quarterly basis, based on the terms of the subaward agreement, no later than the 15<sup>th</sup> of the month.
- Reimbursement is based on actual expenditures incurred during the period being reported.
- Payment will not be processed without all reporting being current.
- Reimbursement may only be claimed for expenditures approved within the Notice of Subaward.

Compliance with this section is acknowledged by signing the subaward cover page of this packet.

**STATE OF NEVADA  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
AGING AND DISABILITY SERVICES DIVISION  
NOTICE OF SUBAWARD**

Agency Ref. #: \_\_\_\_\_  
Budget Account: \_\_\_\_\_  
GL: \_\_\_\_\_  
Draw #: \_\_\_\_\_

**SECTION D  
Request for Reimbursement**

<b>Program Name:</b> _____	<b>Subrecipient Name:</b> _____
<b>Address:</b> _____	<b>Address:</b> _____
<b>Subaward Period:</b> _____	<b>Subrecipient's:</b> EIN: _____ Vendor #: _____

**FINANCIAL REPORT AND REQUEST FOR REIMBURSEMENT**

(must be accompanied by expenditure report/back-up)

	Month(s)	Calendar year				
Approved Budget Category	A Approved Budget	B Total Prior Requests	C Current Request	D Year to Date Total	E Budget Balance	F Percent Expended
1. Personnel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-
2. Travel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-
3. Operating	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-
4. Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-
5. Contractual/Consultant	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-
6. Training	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-
7. Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-
8. Indirect	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-
<b>Total</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>-</b>

MATCH REPORTING	Approved Match Budget	Total Prior Reported Match	Current Match Reported	Year to Date Total	Match Balance	Percent Completed
INSERT MONTH/QUARTER	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-

I, a duly authorized signatory for the applicant, certify to the best of my knowledge and belief that this report is true, complete and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the grant award; and that the amount of this request is not in excess of current needs or, cumulatively for the grant term, in excess of the total approved grant award. I am aware that any false, fictitious or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims, or otherwise. I verify that the cost allocation and backup documentation attached is correct.

Authorized Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

**FOR DEPARTMENT USE ONLY**

Is program contact required?  Yes  No      Contact Person: \_\_\_\_\_

Reason for contact: \_\_\_\_\_

Fiscal review/approval date: \_\_\_\_\_

Scope of Work review/approval date: \_\_\_\_\_

ASO or Chief (as required): \_\_\_\_\_ Date \_\_\_\_\_

STATE OF NEVADA  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
AGING AND DISABILITY SERVICES DIVISION  
NOTICE OF SUBAWARD

SECTION E

Audit Information Request

1. Non-Federal entities that expend \$750,000.00 or more in total federal awards are required to have a single or program-specific audit conducted for that year, in accordance with 2 CFR § 200.501(a).

2. Did your organization expend \$750,000 or more in all federal awards during your organization's most recent fiscal year?

YES

NO

3. When does your organization's fiscal year end?

Sept 30

4. What is the official name of your organization?

Carson City Senior Citizens Center

5. How often is your organization audited?

Annually

6. When was your last audit performed?

2021

7. What time-period did your last audit cover?

10/1/2019 - 9/30/2020

8. Which accounting firm conducted your last audit?

Christensen Accounting Network

Compliance with this section is acknowledged by signing the subaward cover page of this packet.

**STATE OF NEVADA  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
AGING AND DISABILITY SERVICES DIVISION  
NOTICE OF SUBAWARD**

**SECTION E**

**Notification of Utilization of Current or Former State Employee**

For the purpose of State compliance with NRS 333.705, subrecipient represents and warrants that if subrecipient, or any employee of subrecipient who will be performing services under this subaward, is a current employee of the State or was employed by the State within the preceding 24 months, subrecipient has disclosed the identity of such persons, and the services that each such person will perform, to the issuing Agency. Subrecipient agrees they will not utilize any of its employees who are Current State Employees or Former State Employees to perform services under this subaward without first notifying the Agency and receiving from the Agency approval for the use of such persons. This prohibition applies equally to any subcontractors that may be used to perform the requirements of the subaward. The provisions of this section do not apply to the employment of a former employee of an agency of this State who is not receiving retirement benefits under the Public Employees' Retirement System (PERS) during the duration of the subaward.

Are any current or former employees of the State of Nevada assigned to perform work on this subaward?

YES  If "YES", list the names of any current or former employees of the State and the services that each person will perform.

NO

Subrecipient agrees that if a current or former state employee is assigned to perform work on this subaward at any point after execution of this agreement, they must receive prior approval from the Department.

Name

Services

Name	Services

Subrecipient agrees that any employees listed cannot perform work until approval has been given from the Department.

Compliance with this section is acknowledged by signing the subaward cover page of this packet.

**STATE OF NEVADA  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
AGING AND DISABILITY SERVICES DIVISION  
NOTICE OF SUBAWARD**

**SECTION G**

**Confidentiality Addendum**

BETWEEN

**Nevada Department of Health and Human Services**

Hereinafter referred to as "Department"

and

**Carson City Senior Citizens Center**

Hereinafter referred to as "Subrecipient"

This CONFIDENTIALITY ADDENDUM (the Addendum) is hereby entered into between Department and Subrecipient.

WHEREAS, Subrecipient may have access, view or be provided information, in conjunction with goods or services provided by Subrecipient to Department that is confidential and must be treated and protected as such.

NOW, THEREFORE, Department and Subrecipient agree as follows:

I. **DEFINITIONS**

The following terms shall have the meaning ascribed to them in this Section. Other capitalized terms shall have the meaning ascribed to them in the context in which they first appear.

1. **Agreement** shall refer to this document and that agreement to which this addendum is made a part.
2. **Confidential Information** shall mean any individually identifiable information, health information or other information in any form or media.
3. **Subrecipient** shall mean the name of the organization described above.
4. **Required by Law** shall mean a mandate contained in law that compels a use or disclosure of information.

II. **TERM**

The term of this Addendum shall commence as of the effective date of the primary inter-local or other agreement and shall expire when all information provided by Department or created by Subrecipient from that confidential information is destroyed or returned, if feasible, to Department pursuant to Clause VI (4).

III. **LIMITS ON USE AND DISCLOSURE ESTABLISHED BY TERMS OF CONTRACT OR LAW**

Subrecipient hereby agrees it shall not use or disclose the confidential information provided, viewed or made available by Department for any purpose other than as permitted by Agreement or required by law.

IV. **PERMITTED USES AND DISCLOSURES OF INFORMATION BY SUBRECIPIENT**

Subrecipient shall be permitted to use and/or disclose information accessed, viewed or provided from Department for the purpose(s) required in fulfilling its responsibilities under the primary agreement.

V. **USE OR DISCLOSURE OF INFORMATION**

Subrecipient may use information as stipulated in the primary agreement if necessary for the proper management and administration of Subrecipient; to carry out legal responsibilities of Subrecipient; and to provide data aggregation services relating to the health care operations of Department. Subrecipient may disclose information if:

1. The disclosure is required by law; or
2. The disclosure is allowed by the agreement to which this Addendum is made a part; or
3. The Subrecipient has obtained written approval from the Department.

VI. **OBLIGATIONS OF SUBRECIPIENT**

1. **Agents and Subcontractors.** Subrecipient shall ensure by subcontract that any agents or subcontractors to whom it provides or makes available information, will be bound by the same restrictions and conditions on the access, view or use of confidential information that apply to Subrecipient and are contained in Agreement.

**STATE OF NEVADA  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
AGING AND DISABILITY SERVICES DIVISION  
NOTICE OF SUBAWARD**

2. **Appropriate Safeguards.** Subrecipient will use appropriate safeguards to prevent use or disclosure of confidential information other than as provided for by Agreement.
3. **Reporting Improper Use or Disclosure.** Subrecipient will immediately report in writing to Department any use or disclosure of confidential information not provided for by Agreement of which it becomes aware.
4. **Return or Destruction of Confidential Information.** Upon termination of Agreement, Subrecipient will return or destroy all confidential information created or received by Subrecipient on behalf of Department. If returning or destroying confidential information at termination of Agreement is not feasible, Subrecipient will extend the protections of Agreement to that confidential information as long as the return or destruction is infeasible. All confidential information of which the Subrecipient maintains will not be used or disclosed.

**IN WITNESS WHEREOF**, Subrecipient and the Department have agreed to the terms of the above written Addendum as of the effective date of the agreement to which this Addendum is made a part.

**Compliance with this section is acknowledged by signing the subaward cover page of this packet.**

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

**Contract No: 23300245**

**Title: Senior Center Facilities Remodel Project**

THIS CONTRACT made and entered into this 19th 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 Shaheen Beauchamp Builders, 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 X) (does not   ) utilize in whole or in part money derived from one or more federal grant funding source(s) as set forth in **Exhibit B**; and

**WHEREAS**, it is deemed necessary that the services of **CONTRACTOR** for **CONTRACT No. 23300245**, titled **Senior Center Facilities Remodel 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. 23300245** 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://www.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 12/31/23
NVCL expires 1/31/25
GL expires 2/15/24
AL expires 2/15/24
WC expires 2/1/24

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 23300245

Title: Senior Center Facilities Remodel Project

## 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](http://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:

Mark Beauchamp, Member  
Shaheen Beauchamp Builders LLC  
318 N. Carson Street Suite 202  
Carson City, NV 89701  
775-885-2294  
[mark@sbuilders.com](mailto:mark@sbuilders.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](mailto: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 Five Hundred Ninety Thousand Three Hundred Fifty Three Dollars and 00/100 (\$590,353.00).

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 23300245

Title: Senior Center Facilities Remodel Project

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.

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

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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

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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

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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):

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;

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(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

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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

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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**.

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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.

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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.

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- 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'

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 23300245

Title: Senior Center Facilities Remodel Project

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**

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

**Contract No: 23300245**

**Title: Senior Center Facilities Remodel Project**

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)

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 23300245

Title: Senior Center Facilities Remodel Project

## 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: 23300245**

**Title: Senior Center Facilities Remodel 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](mailto:CAkers@carson.org)

By: *Sheri Russell-Benabou*  
Sheri Russell-Benabou, Chief Financial Officer

Dated 1-20-2023

**CITY'S LEGAL COUNSEL**  
Carson City District Attorney

I have reviewed this Contract and approve as to its legal form.

By: *[Signature]*  
Deputy District Attorney

Dated 1/19/23

**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 2/24/2023

Project: Sub-Project P301222006  
of master grant G070121010 (ARPA)  
Account: 2750600-507010 = \$235,175.45  
2105050-507010 = \$355,177.55

**CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT**

**Contract No: 23300245**

**Title: Senior Center Facilities Remodel 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: Mark Beauchamp**

**TITLE: Member**

**FIRM: Shaheen Beauchamp Builders**

**CARSON CITY BUSINESS LICENSE #: BL-000998**

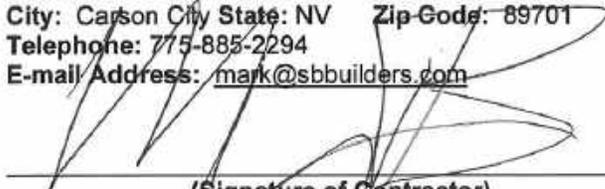
**NEVADA CONTRACTORS LICENSE #: 0047712**

**Address: 318 N. Carson Street, Suite 202**

**City: Carson City State: NV Zip Code: 89701**

**Telephone: 775-885-2294**

**E-mail Address: mark@sbuilders.com**



(Signature of Contractor)

DATED 1/23/2023

STATE OF Nevada )

County of Carson City )

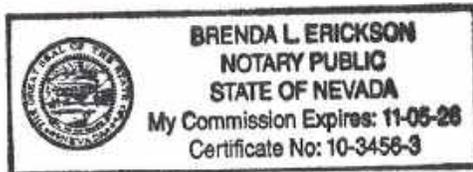
)ss

Signed and sworn (or affirmed before me on this 23<sup>rd</sup> day of January, 2023

Brenda L. Erickson

(Signature of Notary)

(Notary Stamp)



**CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT**

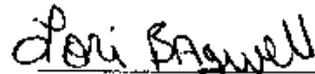
**Contract No: 23300245**

**Title: Senior Center Facilities Remodel Project**

**CONTRACT ACCEPTANCE AND EXECUTION:**

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of January 19, 2023, approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 23300245** and titled **Senior Center Facilities Remodel 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 19th day of January  
2023.

**ATTEST:**



\_\_\_\_\_  
WILLIAM SCOTT HOEN, CLERK-RECORDER

DATED this 19th day of January 2023.

# PERFORMANCE BOND

Doc. No. 2151  
(Rev. 11-17-99)

Bond #: 30139131

**KNOW ALL MEN BY THESE PRESENTS**, that I/we Shaheen Beauchamp Builders, LLC  
as Principal, hereinafter called CONTRACTOR,  
and  
Wester Surety Company

a corporation duly organized under the laws of S.Dakota, 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 \$ 590,353.00 (state sum in Words) Five hundred ninety, three hundred fifty three----- 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 1/19/2023, entered into a contract with CITY for **BID # XXXXXXXX** and titled Carson City Senior Center Facilities Remodel 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:

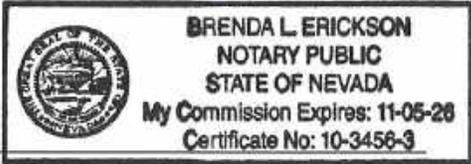
- 1) Complete the Contract in accordance with its terms and conditions; or
- 2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by CITY and the Surety jointly of the lowest responsive, responsible bidder, arrange for a contract between 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 # XXXXXXXX and titled Carson City Senior Citizens Center Facilities Remodel

BY:  TITLE: <u>Member</u> FIRM: <u>Shaheen Beauchamp Builders LLC</u> Address: <u>318 N. Carson Street Ste 202</u> City, State, Zip: <u>Carson City, NV 89701</u> Phone: <u>775-885-2294</u>	(Signature of Principal)  L.S.
--	---

Printed Name of Principal: <u>Shaheen Beauchamp</u>	
Attest By: <u>Brenda L. Erickson</u>	(Signature of Notary)
Subscribed and Sworn before me this <u>24<sup>th</sup></u> day of <u>January</u> , 20 <u>13</u>	



CLAIMS UNDER THIS BOND  
MAY BE ADDRESSED TO:

Name of Surety:	Western Surety Company
Address:	PO Box 5077
City:	Sioux Falls
State/Zip Code:	South Dakota, 57117
Name:	Chris Gonfiantini
Title:	Attorney-In-Fact
Telephone:	775-829-2345
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.

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Chris Confiantini, Ryan Garaventa, Morre J Hughes, Yvonne Rickman, Individually**

of Reno, NV, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 21st day of May, 2021.



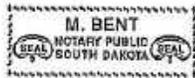
WESTERN SURETY COMPANY

Paul T. Brufat  
Paul T. Brufat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 21st day of May, 2021, before me personally came Paul T. Brufat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires  
March 2, 2026



M. Bent  
M. Bent, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 23rd day of January, 2023.



WESTERN SURETY COMPANY

L. Nelson  
L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to [www.cnasurety.com](http://www.cnasurety.com) > Owner / Oblige Services > Validate Bond Coverage, if you want to verify bond authenticity.

# NEVADA NOTARY ACKNOWLEDGMENT

THE STATE OF NEVADA

COUNTY OF Washoe

This instrument was acknowledged before me on January 23, 2023  
(date) by Chris Confronti (name of person).

[Signature]

Notary Public Signature

Print Lesley A. Weller

Title Notary Public



(Seal)

# LABOR AND MATERIAL PAYMENT BOND

Bond #: 30139131

Doc. No. 2152  
(Rev. 11-17-99)

**KNOW ALL MEN BY THESE PRESENTS**, that I/we Shaheen Beauchamp Builders, LLC  
as Principal, hereinafter called

CONTRACTOR, and

Western Surety Compnay

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 \$ 590,353.00 Dollars (state sum in words) Five hundred Ninety three hundred fifty three

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 1/19/2023 entered into a contract with CITY for **BID #XXXXXXX** and titled Carson City Senior Center 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.

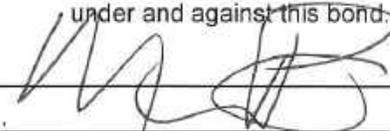
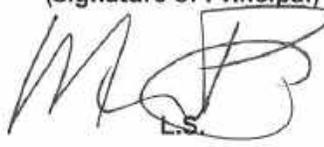
Page: C - 21

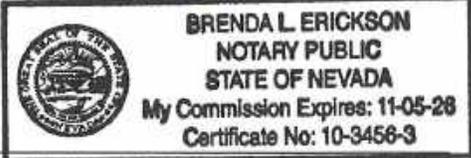
(Construction Independent Contractor Agreement)

# LABOR AND MATERIAL PAYMENT BOND

Continued for **BID #XXXXXXXX** and titled Senior Center Facilities Remodel 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:  TITLE: <u>Member</u> FIRM: Shaheen Beauchamp Builders, LLC Address: 318 N. Carson Street Ste 202 City, State, Zip: Carson City, NV 89701 Phone: 775-885-2294 Printed Name of Principal: <u>Walter W. Beauchamp</u>	(signature of Principal) 
Attest by: <u>Brenda L. Erickson</u> (signature of notary)	
Subscribed and Sworn before me this <u>24<sup>th</sup></u> day of <u>January</u> , 20 <u>23</u>	



**CLAIMS UNDER THIS BOND  
MAY BE ADDRESSED TO:**

Name of Surety:	Western Surety Company
Address:	PO Box 5077
City:	Sioux Falls
State/Zip Code:	South Dakota 57117
Name:	Chris Gonfiantini
Title:	Attorney-In-Fact
Telephone:	775-829-2345
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.

# NEVADA NOTARY ACKNOWLEDGMENT

THE STATE OF NEVADA

COUNTY OF Washoe

This instrument was acknowledged before me on JANUARY 23, 2023  
(date) by Chris Gorkovitch, (name of person).

Lesley Weller

Notary Public Signature

Print Lesley Weller

Title NOTARY PUBLIC



(Seal)

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Chris Gonfiantini, Ryan Garaventa, Morre J Hughes, Yvonne Rickman, Individually**

of Reno, NV, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 21st day of May, 2021.

WESTERN SURETY COMPANY

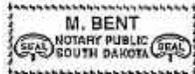


Paul T. Brufat  
Paul T. Brufat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 21st day of May, 2021, before me personally came Paul T. Brufat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires  
March 2, 2026



M. Bent  
M. Bent, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 23rd day of January, 2023.



WESTERN SURETY COMPANY

L. Nelson  
L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to [www.cnasurety.com](http://www.cnasurety.com) > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

**CITY OF CARSON CITY, NEVADA – BID BOND**

KNOW ALL MEN BY THESE PRESENTS: That we the undersigned Shaheen Beauchamp Builders LLC, as "Principal," and Shaheen Beauchamp Builders, LLC, as "Surety," are hereby held and firmly bound unto the City of Carson City, Nevada, as "Obligee," in the penal sum of 5% of Bid dollars (\$ 5% of bid ) for the payment of which, well and truly to be made, the Principal and Surety bind themselves, their heirs, executors, and administrators, successors and assigns, jointly and severally, by this instrument. The condition of the obligation of this bid bond is as follows:

WHEREAS, NRS 332.105 authorizes local governments to require bid bonds to insure execution and proper performance of the Contract and the Bonding Company has an "A" or better rating with Moody's or A.M. Best and T-Listed with the U.S. Treasury Department;

AND, WHEREAS, the Principal has submitted a bid for Bid # 23300245, PWP # CC-2023-121, for the Project Title: Carson City Senior Citizens Center Facilities Remodel.

NOW, THEREFORE,

- (a) If said Bid shall be rejected; or
- (b) If said Bid shall be accepted and the Principal shall execute and deliver the contract in the bid documents ("Contract") to Obligee in accordance with the terms of the bid documents, and give such bond or bonds as may be specified in the bid or contract documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or
- (c) If the Principal shall pay to the Obligee the full amount of the bid bond as a penalty irrespective of the Obligee's actual damages in the event of the failure of the Principal to enter into such Contract and give such bond or bonds,

then, this obligation shall be null and void. Otherwise it shall remain in full force and effect, it being expressly understood and agreed that the liability of the Surety (but not of the Principal) for any and all claims hereunder shall, in no event, exceed the penal amount of the obligation as herein stated.

The Surety, for the consideration for which this bond was executed, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Obligee may accept such bid, and hereby waives notice of any such extension.

**IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and the Surety has caused their seal to be hereto affixed and these present to be signed by their proper officers.**

Signed, Sealed and dated: January 3, 2023

Shaheen Beauchamp Builders, LLC  
Principal  
By: 

Western Surety/Ryan Garaventa Attorney-in-Fact  
Surety  
By: 



# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Chris Gonflantini, Ryan Garaventa, Morre J Hughes, Yvonne Rickman, Individually**

of Reno, NV, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 21st day of May, 2021.



WESTERN SURETY COMPANY

Paul T. Bruslat  
Paul T. Bruslat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 21st day of May, 2021, before me personally came Paul T. Bruslat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires  
March 2, 2026



M. Bent  
M. Bent, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 3rd day of January, 2023.



WESTERN SURETY COMPANY

L. Nelson  
L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to [www.cnasurety.com](http://www.cnasurety.com) > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

### Vendor Information

Vendor Information:	
Company Name: Shaheen Beauchamp Builders LLC	Federal ID No:
Mailing Address: 318 N Carson St Suite 202	UEI/DUNS #:
Telephone Number: 775-885-2294	City, State, Zip Code: Carson City, NV 89701
	Email: mark@sbuilders.com

Contact Person/Title:	
Name: Mark Beauchamp	Title: Member
Mailing Address: 318 N Carson St. Suite 202	City, State, Zip Code: Carson City NV 89701
Telephone Number: 775-885-2294	Email: mark@sbuilders.com

Licensing Information:	
Nevada State Contractor's License Number: 0047712	
License Classification(s): B-General Building	Date Issued: 1/5/1999
Limitation(s) of License: Unlimited	Date of Expiration: 1/31/2023
Name of Licensee: Shaheen Beauchamp Builders LLC	
Carson City Business License Number: BL-000998-2020	

Name of Licensee: Shaheen Beauchamp Builders LLC		
Disclosures of Principals:		
Individual and/or Partnership:		
(1) Owner Name: Mark Beauchamp		
Address: 5735 Madras		
City: Carson City	State: NV	Zip Code: 89705
Telephone: 775-885-2294	Email: mark@sbuilders.com	
(2) Owner Name: Jeff Shaheen		
Address: 14275 Black Eagle Court		
City: Reno	State: NV	Zip Code: 89511
Telephone: 775-885-2294	Email: jeff@sbuilders.com	
(1) Other Title:		
Name:		
(2) Other Title:		
Name:		

**Reference List**

Carson City Public Works

515 E Musser Street Suite 102, Carson City NV 89701

775-684-4141

[alutz@admin.nv.gov](mailto:alutz@admin.nv.gov)

Nevada State Railroad Museum Roofing and Siding Replacement

\$791,425

Replace roofing and siding at existing Nevada State Railroad Museum and Restoration Shop

Frank Woodliff III

200 S Main Street Suite A, Fallon, NV 89406

775-423-6065

[designer@phonewave.net](mailto:designer@phonewave.net)

Lucky Strike Casino

\$3,325,174

New construction of 8,700 sq. ft. casino.

Greater Nevada Credit Union

451 Eagle Station Lane

775-886-1460

[mdietrich@gncu.net](mailto:mdietrich@gncu.net)

Eagle Station 2<sup>nd</sup> & 3<sup>rd</sup> Floor Renovations

\$985,000

Tenant improvement 2<sup>nd</sup> & 3<sup>rd</sup> floor office space.



## 23300245 (CC-2023-121) Addendum 3

### Shaheen Beauchamp Builders

### Shaheen Beauchamp Builders

### Supplier Response

#### Event Information

Number: 23300245 (CC-2023-121) Addendum 3  
Title: Carson City Senior Center Facilities Remodel Project  
Type: Invitation for Bid  
Issue Date: 12/1/2022  
Deadline: 1/5/2023 11:00 AM (PT)  
Notes: **Summary:** The Carson Senior Center Remodel Project - a **Federally Funded** project includes but is not limited to remodeling portions of the existing Senior Citizens Center. This work more specifically includes replacing kitchen flooring, remodeling bathrooms, remodeling the beverage dispensing area adjacent to the dining room, and reflooring additional hallways and circulation areas in the building. Work includes selective demolition, minor structural modifications, interior wood framing, new coiling counter doors, new toilet fixtures, flooring and painting, miscellaneous related mechanical, plumbing and electrical work, and other Work indicated in the Contract Documents. The kitchen flooring replacement will require removal & re-installation of existing kitchen equipment, and other Work indicated in the Contract Documents.

**Project# P301222006**

**Engineers Estimate: \$835,817**

This Project is deemed a **Vertical** Construction Project.

**Non-Mandatory Pre-Bid Meeting** will be held on December 15, 2022, at 10:00 am at the Carson City Senior Center located at 911 Beverly Drive in Carson City.

## Contact Information

Exhibit A

Contact: Carol Akers, Purchasing & Contracts Administrator

Address: Suite 2

City Hall - Executive Office

201 North Carson Street, Suite 2

Carson City, NV 89701

Phone: 1 (775) 283-7362

Fax: 1 (775) 887-2286

Email: [cakers@carson.org](mailto:cakers@carson.org)

## Shaheen Beauchamp Builders Information

Contact: Jeff Shaheen  
 Address: 318 N. Carson St. Suite # 202  
 Carson City  
 Carson City, NV 89701  
 Phone: (775) 885-2294 x100  
 Fax: (775) 885-2294  
 Toll Free: (775) 885-2294 x775  
 Email: jeff@sbuilders.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Mark Beauchamp

*Signature*

*Submitted at 1/5/2023 10:53:45 AM (PT)*

mark@sbuilders.com

*Email*

## Requested Attachments

### Bid Bond Form

Bid Bond - Signed.pdf

This document is required at time of bid opening. You can download this document from the "Attachments" Tab.

### Vendor Information Form

Vendor Information Sheet.pdf

This document is required at time of bid opening. You can download this document from the "Attachments" Tab.

### References

Reference List.pdf

This is required at time of bid submission. Refer to Attributes for information needed.

### 5% Subcontractors Information

MX-M264N\_20230105\_115234.pdf

This document is required at time of bid opening. You can download this document from the "Attachments" Tab.  
 Contractor MUST Self-List.

### 1% Subcontractor Information

*No response*

Required 2 hours after bid opening. You can download this document from the "Attachments" Tab. Contractor MUST Self-List. Email to CAkers@carson.org.

### Affidavit Under 23 USC Section 112(c)

Affidavit Under 23 USC Section 112(c).pdf

This document is required at time of bid opening. You can download this document from the "Attachments" Tab.

### Section 1352 of Title 31 Form

Section 1352 of Title 31 Form.pdf

This document is required at time of bid opening. You can download this document from the "Attachments" Tab.

### SF-LLL Disclosure of Lobbying

SF-LLL Disclosure of Lobbying.pdf

This document is required at time of bid opening. You can download this document from the "Attachments" Tab.

### Wage Comparison Worksheet

Wage Comparison Worksheet.pdf

This document is required at time of bid opening. You can download this document from the "Attachments" Tab.

### Certification of Auth & Understanding

Certification of Authorization & Understanding.pdf

This document is required at time of bid opening. You can download this document from the "Attachments" Tab.

### Conflict of Interest

Conflict of Interest Disclosure Form.pdf

This document is required at time of bid opening. You can download this document from the "Attachments" Tab.

### List of Subcontractors & Suppliers Bidding

*No response*

Required Form-Due at 5pm after bid opening-Email to CAkers@carson.org

**UEI Number**Exhibit A *No response*

Contractor to provide proof of current registration with Sam.gov for GC and all Subs before contract executed.

**State Prevailing Wages***No response*

Due 24 hours after bid submission from General Contractor-email to Cakers@carson.org

**Project Workforce Checklist***No response*

Due 24 hours after bid submission from apparent low General Contractor-email to Cakers@carson.org

**Bid Attributes****1 Contractor's License**

This is a Federal-aid contract and the requirements for such shall apply. On a Federal-aid contract, any Contractor otherwise qualified by the State of Nevada to perform such work is not required to be licensed nor to submit application for license in advance of submitting a bid or having such bid considered, provided, however, that such exception does not constitute a waiver of the State's right under its license laws to require a Contractor, determined to be a successful bidder, to be licensed to do business in the State of Nevada with a Class A in connection with the award of the contract to him.

 Acknowledged (Acknowledged )**2 Acknowledgement of Addendums**

List amount of addendums acknowledged

3

**3 References:**

Submit **(In Response Attachments)** at least (3) contracts of a similar nature performed by your firm in the last (3) years. If NONE, use your Company's letterhead (and submit with your bid proposal) to list what your qualifications are for this contract. Carson City reserves the right to contact and verify, with any and all references listed, the quality of and the degree of satisfaction for such performance.

**Information to be included:**

1. Company Name
2. Mailing Address
2. Telephone Number
4. E-Mail
5. Project Title
6. Amount of Contract
7. Scope of Work

 Acknowledged (Acknowledged )**4 Substitutions**

No substitution or revision to this Bid Proposal form will be accepted. Carson City will reject any Bid that is received that has changes or alterations to this document.

 Acknowledged (Acknowledged )**5 Prevailing Wages (State/Local)**

The successful bidder will be required to provide the current Prevailing Wages used in preparation of their bid within 24 hours of bid submission. The bidder is responsible to verify with the Labor Commissioner if any addendums have been issued.

 Acknowledged (Acknowledged )**6 Prevailing Wage (Davis Bacon Act)**

Acknowledgement of Davis Bacon Wages included in the "Attachment" Tab. These rates have been verified within the last 48 hours of bid opening.

 Acknowledged (Acknowledged )

**Apprentices-NRS 338.01165; SB 207 (2019)**

As of January 1, 2020, NRS 338.01165 requires all contractors employing workers on certain public works projects to utilize apprentices for portions of the work. One or more apprentices must be used for at least 10% of the total hours on vertical construction and 3% of the total hours for horizontal construction. These percentages apply to the total hours of labor worked for each apprenticed craft or type of work to be performed on the public work for which more than three workers are employed. Under NRS Chapter 338, this project is a public work that requires the use of apprentices. All contractors must comply with NRS 338.01165 for this project, unless a modification, waiver, or exemption applies.

The Nevada Labor Commissioner has prepared forms for use in complying with the apprenticeship requirements. The following forms are available on the Labor Commissioner's website at: [http://labor.nv.gov/Apprenticeship\\_Utilization\\_Act/Apprenticeship\\_Utilization\\_Act/](http://labor.nv.gov/Apprenticeship_Utilization_Act/Apprenticeship_Utilization_Act/)

- **Apprenticeship Utilization Request Form**  
Titled "Request For Apprentice Availability On A Public Work"
- **Apprenticeship Utilization Waiver Request Form**  
Titled: "Apprenticeship Utilization Act Waiver Request"
- **Apprenticeship Agreement Form**  
Titled: "Apprentice Agreement"
- **\*Sample\* Project Workforce Checklist**  
Titled: "Project Workforce Checklist"

**NO APPRENTICESHIP DOCUMENTS ARE REQUIRED TO BE SUBMITTED WITH A CONTRACTOR'S BID.**

After the bids are opened, the apparent successful bidder must provide the Project Workforce Checklist to the City within 24 hours after bid opening along with the subcontractor list, that indicates expected classification of workers on the project and the determination as to whether or not apprentices may be required. A PROJECT WORKFORCE CHECKLIST MUST BE COMPLETED BY THE CONTRACTOR.

After the bid is awarded a pre-construction meeting will be held to set up the construction schedule. When working dates are known and if apprentices are required by NRS 338.01165, the Apprenticeship Utilization Request Form should be submitted to the necessary Registered Apprenticeship Programs to request apprentices for the project.

Waiver requests may be submitted to the City at any time, due to NRS 338.01165(10)(d) (1) (no apprentices available from apprenticeship programs within Carson City's jurisdiction) (2) (required to perform uniquely complex or hazardous tasks on the public work that require the skill and expertise of a greater percentage of the journeymen) or (3) (apprentices requested from an apprenticeship program have been denied or not approved within 5 business days). The waiver requests should be submitted to the City as soon as the need for a waiver is known. Along with the waiver request, the contractor and any subcontractors must provide to the City all required documentation to support the waiver request.

Upon receipt of any waiver requests, the City will forward the materials to the Nevada Labor Commissioner for consideration and possible approval. Upon receipt of that determination, the City will communicate the results back to the Contractor as soon as possible.

**IF NO WAIVER OR MODIFICATION IS OBTAINED, THE CONTRACTOR IS RESPONSIBLE FOR COMPLYING WITH THE APPRENTICESHIP REQUIREMENTS OF NRS 338.01165.**

Acknowledged (Acknowledged )

## POSTINGS AND NOTICES

**Notices and posters are to be placed in:**

- areas readily accessible to the public and employees (per 23 CFR 230.121);
- on the site of the public work in a place generally visible to the workmen (per NRS 338.020);
- shall be posted at all times by the contractor and its subcontractors at the site of the work in prominent and accessible place where it can be easily seen by the workers...on bulletin boards accessible to all employees at each location where construction work is performed (41 CFR 60-4.3);

and

- according to Section 110.01 of the Standard Specifications for Road and Bridge Construction, the contractor is to provide and erect a weatherproof bulletin board at the job site and post all required information thereon.

**Required Postings:**

1. The EEO policy statement with the appointment of the EEO officer with their contact information.
2. Prevailing Wage Rates (both State and Federal) specific to the project.
3. Current Federal postings and notices found here: <https://www.fhwa.dot.gov/programadmin/contracts/poster.cfm>
4. Current State postings and notices can be found here: [https://labor.nv.gov/Employer/Employer\\_Posters](https://labor.nv.gov/Employer/Employer_Posters)
5. A List of Emergency services phone numbers. If the project is in a 911 accessible area, post a notice that 911 should be called in an emergency.

The prime contractor is responsible for providing a weatherproof bulletin board or fixture to display EEO policy information, wage decisions, required State and Federal postings and information on various employee rights, protections and appeals. The bulletin board must be located within the limits of the project, easily visible to the public and employees (of both the prime and any subcontractors), and be accessible during construction of the project (installed on or before the notice to proceed date and removed at construction completion).

Some projects do not lend themselves to a stationary bulletin board as the project limits are extensive and/or the project moves frequently. In such cases, alternative methods of posting must be determined. The alternative posting method must still meet the requirements of a stationary fixture as above.

The bulletin board or fixture cannot be located inside an office, construction trailer, or in a vehicle. Please consult with the project Resident Engineer or with the Contract Compliance office to assist in determining if a fixture will meet the requirements stated.

**\*\*\*SEE SPECIAL CONDITONS FOR JOBSITE POSTER REQUIREMENTS**

Acknowledged (Acknowledged )

## 9 Unique Entity ID (SAM.gov)

The unique entity identifier used in SAM.gov has changed.

On **April 4, 2022**, the unique entity identifier used across the federal government changed from the DUNS Number to the Unique Entity ID (generated by SAM.gov).

- The Unique Entity ID is a 12-character alphanumeric ID assigned to an entity by SAM.gov.
- As part of this transition, the DUNS Number has been removed from SAM.gov.
- Entity registration, searching, and data entry in SAM.gov now require use of the new Unique Entity ID.
- Existing registered entities can find their Unique Entity ID by following the steps [here](#).
- New entities can get their Unique Entity ID at SAM.gov and, if required, complete an entity registration.

Acknowledged (Acknowledged )

**10 Acknowledgement & Execution of Bid Proposal** Exhibit A

I the Bidder, do depose and say: That I am the Bidder or authorized agent of the Bidder; and that I have read and agree to abide by this Bid which includes, but is not limited to the following documents: Instructions to Bidders, Bid Bond, Proposal Summary, Contract Award Instructions and Information, Sample Contract, Sample Performance Bond, Sample Labor and Material Payment Bond, General Conditions, Special Conditions, Standard Specifications, Technical Specifications, Geotechnical Report (if any), Contract Drawings, Permits (if any), and any addenda issued and understands the terms, conditions, and requirements thereof; that if his/her bid is accepted that he/she agrees to furnish and deliver all materials except those specified to be furnished by the City (Owner) and to do and perform all work for said project, together with incidental items necessary to complete the work to be constructed in accordance with the Contract Documents, Contract Drawings, and Specifications annexed hereto.

Acknowledged (Acknowledged )

**11 REQUIRED DOCUMENTS-ARPA**

**Acknowledgement of Required Documents:**

**1%-Sub-Contractor Information**-Due by the (3) three lowest bidders (2) two hours after bid opening (Email to [Cakers@carson.org](mailto:Cakers@carson.org))

**5%-Sub-Contractor Information**-Due at Bid Submission

**Affidavit Under 23 USC Section 112(c)**-Due from General at Bid Submission/Sub Contractors Award

**Appendix II Part 200**-Required document to be included in all subcontracts

**Bid Bond**-Due at Bid Submission

**Cert of Authorization & Understanding**-Due from General at Bid Submission/Sub-Contractors first week of work

**Certified Payroll Information**-Required first week of work by Generals and Subs

**Conflict of Interest**-Due from General at Bid Submission/Sub-Contractors first week of work

**List of Subcontractors & Suppliers Bidding**-Due 5pm after bid opening (Email to [Cakers@carson.org](mailto:Cakers@carson.org))

**Prevailing Wage Determination(State)**-Due from General Contractor 24 hours after bid opening (Email to [Cakers@carson.org](mailto:Cakers@carson.org))

**Project Workforce Checklist**-Due from Lowest Bid-General Contractor & Sub-Contractors 24 hours from bid opening (Email to [Cakers@carson.org](mailto:Cakers@carson.org))

**Section 1352 Title 32 Form**-Due from General at Bid Submission/Sub contractors at preconstruction meeting

**SF-LLL-Disclosure of Lobbying Activities**-Due from General at Bid Submission/Sub-Contractors-Award

**Sub Contractor Monthly Payment Form**-Due with each pay application submitted

**UEI ID Sam.gov**-Required information-Provide proof of current registration

**Vendor Information**-Due at Bid Submission

**Wage Comparison Worksheet**-Due from General at Bid Submission/Sub-Contractors-Award

Acknowledged (Acknowledged )

**Bid Lines**

**1 Package Header**

---

Schedule A: Base Bid Items

Quantity:   1   UOM:  EA  Total:

**Package Items**

---

**1.1 Kitchen Floor Replacement**

Quantity:   1   UOM:  LS  Unit Price:  Total:

**2 Package Header**

---

Schedule B: Base Bid Items

Quantity:   1   UOM:  EA  Total:

**Package Items**

**2.1 Bathroom Remodel**

Quantity:   1   UOM:   LS   Unit Price:  Total:

**3 Package Header**

Schedule C: Base Bid Items

Quantity:   1   UOM:   EA   Total:

**Package Items**

**3.1 Dining Room Renovations**

Quantity:   1   UOM:   LS   Unit Price:  Total:

**Response Total: \$590,353.00**

**BIDDER SUBCONTRACTOR INFORMATION**  
(For subcontractors exceeding five percent (5%) of the bid amount)

Contract No.: 23300245

Contractor: Shaheen Beauchamp Builders LLC

Project No(s): CC-2023-121

Address: 318 N Carson St Suite 202

Total Bid Amount \$ 590,355

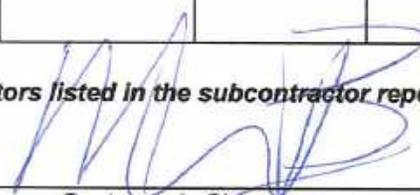
Carson City, NV 89701

This information must be submitted with your bid proposal. The bidder shall enter "NONE" under "SUBCONTRACTOR NAME" if not using subcontractors exceeding 5% of the bid amount. Per NRS 338.141 Prime Contractor to list itself on Subcontractor's list if to perform any of the work.

SUBCONTRACTOR NAME AND ADDRESS AND UEI NUMBER (If Federal Funds Apply)	PHONE NO.	PROPOSAL ITEM NO(S).* (7 DIGIT #)	NEVADA CONTRACTOR LICENSE # (IF APPLICABLE)	LICENSE LIMIT (IF APPLICABLE)	DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED
Shaheen Beauchamp Builders 318 N Carson St Ste 202 CC NV 89701	865-2204		47712	Unl	Supervision, Miscellaneous Carpentry
Gardner Engineering 270 East Parr Blvd Reno, NV 89512	329-4133		13048 13048A		Plumbing
SI Legacy 4815 Longley Lane Reno NV 89502	562-2693		75964 75965 75966	4.5million	Floorcovering
Legacy Specialties 2587 Nowlin Rd Minden NV 89423	267-3008		78228		Drywall
Nevada Overhead Door 1335 Greg St Sparks, NV	355-9100		0015966		Overhead Doors

The undersigned affirms all work, other than that being performed by the subcontractors listed in the subcontractor reports submitted for this contract, will be performed by the Prime Contractor listed above.

\* Please list all items (attach a separate sheet if necessary). Do not enter "multiple" or "various."

  
 Contractor's Signature Date 1/5/23

Telephone No. 775 691 1967

**BIDDER SUBCONTRACTOR INFORMATION**

(For subcontractors exceeding one percent (1%) of bid amount or \$50,000, whichever is greater)

Contract No.: 23300245

Contractor: Shaheen Beauchamp Builders LLC

Project No(s): CC-2023-121

Address: 318 N Carson St. Suite 202

Bid Amount \$ 590,355

Carson City, NV 89701

This information must be submitted by the three (3) lowest bidders no later than 2 hours after the bid opening time. The bidder shall enter "NONE" under "SUBCONTRACTOR NAME" if not using subcontractors exceeding 1% of the bid amount. Per NRS 338.141 Prime Contractor to list itself on Subcontractor's list if to perform any of the work.

SUBCONTRACTOR NAME AND ADDRESS AND UEI NUMBER (If Federal Funds Apply)	SUBCONTRACTOR PHONE NO.	PROPOSAL ITEM NO(S).* (7 DIGIT #)	NEVADA CONTRACTOR LICENSE # (IF APPLICABLE)	LICENSE LIMIT (IF APPLICABLE)	DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED
Shaheen Beauchamp Builders 318 N Carson St Ste 202 CC NV 89701	885-2294		47712	Unl	Supervision, Misc carpentry
Gardner Engineering 270 East Parr Blvd Reno NV 89512	329-4133		13048 13048A		Plumbing
<del>Legacy Specialties</del> SI Legacy 4815 Longley Ln Reno NV 89502	562-2693		75964 75965 75966		Floorcovering



Contractor's Signature

1/5/23  
Date

Telephone No. 7756911967

\* Please list all items (attach a separate sheet if necessary). Do not enter "multiple" or "various."

### LIST OF SUBCONTRACTORS AND SUPPLIERS BIDDING

Contract No.: 23300245

Contractor: Shaheen Beauchamp Builders

List all subcontractors providing bids to your firm for this contract. You may make copies of this form.

This form must be submitted no later than 5:00 pm the next business day after the bid opening time.

SUBCONTRACTOR NAME AND ADDRESS	SUBCONTRACTOR PHONE NO.	NEVADA CONTRACTOR LICENSE # (IF APPLICABLE)	LICENSE LIMIT (IF APPLICABLE)	USED?		DBE CERTIFIED?		SUPPLIER?	
				Yes	No	Yes	No	Yes	No
Penhall		<del>415</del> 37553		<input checked="" type="radio"/>	No	Yes	No	Yes	No
Diamond Concrete		41593 78943		<input checked="" type="radio"/>	No	Yes	No	Yes	No
B&C Cabinets		0010322A		<input checked="" type="radio"/>	No	Yes	No	Yes	No
Al Cal		55201		<input checked="" type="radio"/>	No	Yes	No	Yes	No
Rommers Door		0042753A		<input checked="" type="radio"/>	No	Yes	No	Yes	No
Nevada Overhead Door		0015966		<input checked="" type="radio"/>	No	Yes	No	Yes	No
Legacy Specialties		78228		<input checked="" type="radio"/>	No	Yes	No	Yes	No
SI Legacy		75964 25965 75966		<input checked="" type="radio"/>	No	Yes	No	Yes	No
Custom Painting		0031414		<input checked="" type="radio"/>	No	Yes	No	Yes	No
Gardner Eng.		13048 13048A		<input checked="" type="radio"/>	No	Yes	No	Yes	No
Overhead Fire		16599		<input checked="" type="radio"/>	No	Yes	No	Yes	No
Highland Electric		0081928		<input checked="" type="radio"/>	No	Yes	No	Yes	No

Email to [Cakers@carson.org](mailto:Cakers@carson.org)

**Certification of Authorization and Understanding**

Project Name: CC Senior Citizens Center Facilities Remodel

Project Number: CC-2023-121

This is to certify that the principals, and the authorized payroll officer certify the following person(s) is designated as the payroll officer for the undersigned and is authorized to sign the Statement of Compliance which will accompany each weekly certified payroll report for this project.

Veronica K. Beauchamp  
Payroll Officer (Name)

Veronica K. Beauchamp  
Payroll Officer (Signature)

Shahen Beauchamp Builders LLC  
(Name of Contractor/Subcontractor)

By [Signature]  
(Owner's Signature)

Member  
(Title)

47712  
(Contractor/Subcontractor License Number)

1/5/23  
(Date)

Conflict of Interest Disclosure Form

Date: 1/5/23

Project: CC Senior Citizens Center Facilities Remodel

Title:

Name: Mark Beauchamp

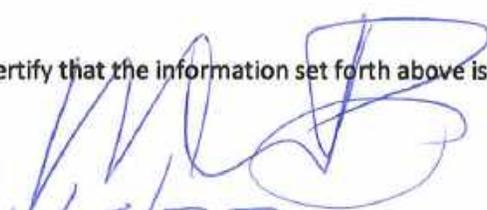
Position: Member

Please describe below any relationships, transactions, positions you hold (volunteer or otherwise), or circumstances that you believe could contribute to a conflict of interest:

I have no conflict of interest to report.

I have the following conflict of interest to report (please specify other nonprofit and for-profit boards you (and your spouse) sit on, any for-profit businesses for which you or an immediate family member are an officer or director, or a majority shareholder, and the name of your employer and any businesses you or a family member own:

I hereby certify that the information set forth above is true and complete to the best of my knowledge.

Signature: 

Date: 1/5/23

## Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity.

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141–3148).

When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act

provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708).

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement.

If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—

Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—

A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as

parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—

Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See § 200.323 Procurement of recovered materials.

(K) See §200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

(L) See §200.322 Domestic preferences for procurements.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]

**POSTINGS AND NOTICES**

Notices and posters are to be placed in:

- *areas readily accessible to the public and employees (per 23 CFR 230.121);*
- *on the site of the public work in a place generally visible to the workmen (per NRS 338.020);*
- *shall be posted at all times by the contractor and its subcontractors at the site of the work in prominent and accessible place where it can be easily seen by the workers...on bulletin boards accessible to all employees at each location where construction work is performed (41 CFR 60-4.3);* and
- according to Section 110.01 of the Standard Specifications for Road and Bridge Construction, the contractor is to provide and erect a weatherproof bulletin board at the job site and post all required information thereon.

Required Postings:

1. The EEO policy statement with the appointment of the EEO officer with their contact information.
2. Prevailing Wage Rates (both State and Federal) specific to the project.
3. Current Federal postings and notices found here: <https://www.fhwa.dot.gov/programadmin/contracts/poster.cfm>
4. Current State postings and notices can be found here: [http://labor.nv.gov/Employer/Employer\\_Posters/](http://labor.nv.gov/Employer/Employer_Posters/)
5. A List of Emergency services phone numbers. If the project is in a 911 accessible area, post a notice that 911 should be called in an emergency.

The prime contractor is responsible for providing a weatherproof bulletin board or fixture to display EEO policy information, wage decisions, required State and Federal postings and information on various employee rights, protections and appeals. The bulletin board must be located within the limits of the project, easily visible to the public and employees (of both the prime and any subcontractors), and be accessible during construction of the project (installed on or before the notice to proceed date and removed at construction completion).

Some projects do not lend themselves to a stationary bulletin board as the project limits are extensive and/or the project moves frequently. In such cases, alternative methods of posting must be determined. The alternative posting method must still meet the requirements of a stationary fixture as above.

The bulletin board or fixture cannot be located inside an office, construction trailer, or in a vehicle. Please consult with the project Resident Engineer or with the Contract Compliance office to assist in determining if a fixture will meet the requirements stated.

**AFFIDAVIT REQUIRED UNDER 23 USC SECTION 112(c)  
AND 2 CFR PARTS 180 AND 1200 - SUSPENSION OR DEBARMENT**

STATE OF Nevada  
COUNTY OF Carson City } SS

I, Mark Beauchamp (Name of party signing this affidavit and the Proposal Form) Member (title).  
being duly sworn do depose and say: That Shabeen Beauchamp Builders LLC (name of person, firm, association, or corporation) has not, either directly or indirectly, entered into agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; and further that, except as noted below to the best of knowledge, the above named and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects your present responsibility;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

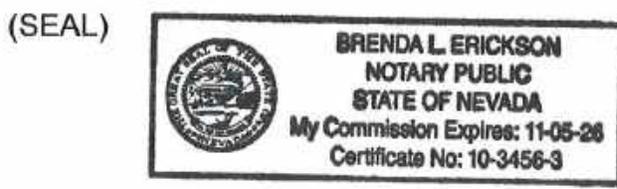
(Insert Exceptions, attach additional sheets)

The above exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility and whether or not the City of Carson City will enter into contract with the party. For any exception noted, indicate on an attached sheet to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions. The failure to furnish this affidavit and required exceptions if any shall disqualify the party.

[Signature]  
Signature  
Member  
Title

Sworn to before me this 3<sup>rd</sup> day of January, 20 23

Brenda L. Erickson  
Notary Public, Judge or other Official



**CERTIFICATION REQUIRED BY SECTION 1352 OF TITLE 31, UNITED STATES CODE**  
**RESTRICTIONS OF LOBBYING USING APPROPRIATED FEDERAL FUNDS**

The undersigned certifies, to the best of his or her knowledge and belief that:

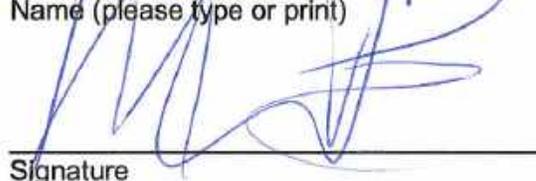
(1) No Federal appropriate funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Mark Beauchamp  
Name (please type or print)

  
Signature

Member  
Title

**INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity in and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, first Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

**DISCLOSURE OF LOBBYING ACTIVITIES**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

<p><b>1. Type of Federal Actions:</b></p> <p><input checked="" type="checkbox"/> a. contract  <input type="checkbox"/> b. grant  <input type="checkbox"/> c. cooperative agreement  <input type="checkbox"/> d. loan  <input type="checkbox"/> e. loan guarantee  <input type="checkbox"/> f. loan insurance</p>	<p><b>2. Status of Federal Action:</b></p> <p><input checked="" type="checkbox"/> a. bid/offer/application  <input type="checkbox"/> c. Initial award  <input type="checkbox"/> d. post-award</p>	<p><b>3. Report Type:</b></p> <p><input type="checkbox"/> a. initial filing  <input type="checkbox"/> b. material change</p> <p>For Material Change Only:          year _____ quarter _____          date of last report _____</p>
<p><input type="checkbox"/> <b>4. Name and Address of Reporting Entity:</b>          Prime <input type="checkbox"/> Sub-awardee          Tier _____, if known:          HIA</p> <p>Congressional District, if known:</p>	<p><b>5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Address of Prime:</b></p> <p>N/A</p> <p>Congressional District, if known:</p>	
<p><b>6. Federal Department/Agency:</b></p>	<p><b>7. Federal Program Name/Description:</b></p> <p>CFDA Number, if applicable: _____</p>	
<p><b>8. Federal Action Number, if know:</b></p>	<p><b>9. Award Amount, if known:</b>          \$ _____</p>	
<p><b>10. a. Name and Address of Lobbying Entity</b>          (if individual, last name, first name, MI):</p> <p>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>	<p><b>b. Individuals Performing Services</b> (including address if different from No. 10a)          (last name, first name, MI):</p> <p>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>	
<p><input type="checkbox"/> <b>11. Amount of Payment</b> (check all that apply):</p> <p><input type="checkbox"/> \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned</p>	<p><b>13. Type of Payment</b> (check all that apply):</p> <p><input type="checkbox"/> a. retainer  <input type="checkbox"/> b. one-time fee  <input type="checkbox"/> c. commission  <input type="checkbox"/> d. contingent fee  <input type="checkbox"/> e. deferred  <input type="checkbox"/> f. other; specify: _____</p>	
<p><b>12. Form of Payment</b> (check all that apply):</p> <p><input type="checkbox"/> a. cash  <input type="checkbox"/> b. in-kind; specify: nature _____ value _____</p>		
<p><b>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11:</b></p> <p>None</p> <p>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>		
<p><b>15. Continuation Sheet(s) SF-LLL-A attached:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p><b>16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b></p>	<p>Signature: _____          Print Name: _____          Title: _____          Telephone No.: _____ Date: _____</p>	
<p><b>Federal Use Only:</b> _____ Authorized for Local Reproduction Standard Form - LLL</p>		



# SHAHEEN BEAUCHAMP BUILDERS LLC

Unique Entity ID <b>DQ7TZK9T1S67</b>	CAGE / NCAGE <b>9GCB3</b>	Purpose of Registration <b>All Awards</b>
Registration Status <b>Active Registration</b>	Expiration Date <b>Feb 1, 2024</b>	
Physical Address <b>318 N Carson ST STE 202 Carson City, Nevada 89701-4269 United States</b>	Mailing Address <b>318 N Carson ST STE 202 Carson City, Nevada 89701-4269 United States</b>	

## Business Information

Doing Business as <b>(blank)</b>	Division Name <b>(blank)</b>	Division Number <b>(blank)</b>
Congressional District <b>Nevada 02</b>	State / Country of Incorporation <b>Nevada / United States</b>	URL <b>(blank)</b>

## Registration Dates

Activation Date <b>Feb 24, 2023</b>	Submission Date <b>Feb 1, 2023</b>	Initial Registration Date <b>Feb 1, 2023</b>
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## Entity Dates

Entity Start Date <b>Jun 1, 1998</b>	Fiscal Year End Close Date <b>Dec 31</b>
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## Immediate Owner

CAGE <b>(blank)</b>	Legal Business Name <b>(blank)</b>
------------------------	---------------------------------------

## Highest Level Owner

CAGE <b>(blank)</b>	Legal Business Name <b>(blank)</b>
------------------------	---------------------------------------

## Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

## Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

## Exclusion Summary

Active Exclusions Records?

**No**

## SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

**Yes**

## Entity Types

### Business Types

Entity Structure <b>Corporate Entity (Not Tax Exempt)</b>	Entity Type <b>Business or Organization</b>	Organization Factors <b>Limited Liability Company</b>
Profit Structure <b>For Profit Organization</b>		

**Socio-Economic Types**

Check the registrant's Reqs & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

**Financial Information**

Accepts Credit Card Payments <b>No</b>	Debt Subject To Offset <b>No</b>
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EFT Indicator <b>0000</b>	CAGE Code <b>9GCB3</b>
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**Points of Contact**

**Electronic Business**

♀ Elise Mahali	318 N Carson Street Suite 202 Carson City, Nevada 89701 United States
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**Government Business**

♀ Jeff Shaheen	318 N Carson Street Suite 202 Carson City, Nevada 89701 United States
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**Service Classifications**

**NAICS Codes**

Primary	NAICS Codes	NAICS Title
<b>Yes</b>	<b>236220</b>	<b>Commercial And Institutional Building Construction</b>

**Disaster Response**

This entity does not appear in the disaster response registry.





accepting additional cases. The City's indigent defense coordinator has attempted to assign cases referred from the PD to private attorneys; however, it has been difficult to find attorneys for all the cases.

To ensure indigent defendants receive timely and effective assistance of counsel, the City's three conflict counsel attorneys have indicated that they would be willing to take on the cases from the PD on a short-term basis for an additional cost of \$12,500 each through June 30, 2023.

**Applicable Statute, Code, Policy, Rule or Regulation**

NRS 332.115; Board of Indigent Defense Services regulations; Carson City Indigent Defense Plan

**Financial Information**

**Is there a fiscal impact?** Yes

**If yes, account name/number:** General Fund Conflict Counsel Account 1010610-500361

**Is it currently budgeted?** No

**Explanation of Fiscal Impact:** The additional \$12,500 for the contract with Ms. Pence will need to be added to the conflict counsel budget during the June 2023 budget augmentations. In addition, the City has received confirmation from the State that the City will be reimbursed for additional costs incurred due to the inability of the PD to perform indigent defense services to Carson City.

**Alternatives**

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

**Attachments:**

[PD letter 4\\_3\\_23.pdf](#)

[20300003-B Amendment 1.pdf](#)

[20300003-B Executed Contract.pdf](#)

**Board Action Taken:**

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

\_\_\_\_\_  
(Vote Recorded By)



## NEVADA STATE PUBLIC DEFENDER

CHRIS ARABIA  
STATE PUBLIC DEFENDER  
CRARABIA@NSPD.NV.GOV

511 E. ROBINSON ST., STE. 1  
CARSON CITY, NV 89701  
PH: (775) 684-1080  
FAX: (775) 687-4993  
PUBLICDEFENDER@NSPD.NV.GOV

April 3, 2023

Nancy Paulson  
Carson City Manager  
201 N. Carson St., Suite 2  
Carson City, NV 89701

Dear Ms. Paulson:

As we discussed on March 31 and effective immediately, this office is unable to accept any new cases of the following types:

- Category B felonies;
- Category C felonies,
- Category D felonies;
- Category E felonies;
- and Gross Misdemeanors.

We will review Category A felony matters on a case-by-case basis to determine how to proceed. We will also be moving to withdraw from some existing felony cases.

These measures are necessary because severe understaffing (aggravated by our inability to offer competitive salaries) leaves us without sufficient personnel to provide effective representation in additional cases. Therefore, we are unable to fulfill our obligations to additional clients and this creates a conflict that prevents us from accepting additional cases.

Our hope is that we will be able to resume our regular intake in 60 days or less, but the length of this pause is presently unknown.

Sincerely,

A handwritten signature in blue ink, appearing to read "Chris Arabia", is written over a horizontal line.

Chris Arabia

cc: Cody Drews

**AMENDMENT FOR CONTRACT**

Contract No.: 20300003-B  
Title: Contract Conflict Counsel, Maria E. Pence; Attorney at Law  
Amendment No.: 1

If Consideration will be amended, please indicate amount: Increase \$12,500.

Reason for amendment: To increase the amount of the contract by \$2,500 for April 2023 and \$5,000 per month for May 1, 2023 through June 30, 2023 to accept indigent defense cases normally handled by the Nevada State Public Defender's Office, for a new total contract amount not to exceed \$142,516.72.

It is also agreed, that all unaffected conditions, requirements, and restrictions of Contract No. 20300003-B 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.

**CONSULTANT**

Approved by:

Conflict Counsel:

Name/Title: Maria E. Pence, Attorney at Law

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

**CITY**

Approved by:

City Department: Executive Office

Name/Title: Nancy Paulson, City Manager

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: Todd Reese, Deputy District Attorney

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

**AMENDMENT FOR CONTRACT**

Contract No.: 20300003-B  
Title: Contract Conflict Counsel, Maria E. Pence; Attorney at Law  
Amendment No.: 1

**CONTRACT ACCEPTANCE AND EXECUTION:**

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of May 4, 2023, approved the acceptance of the attached Amendment for Contract hereinbefore identified as Amendment No. 1 to CONTRACT No. 20300003-B. 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 4th day of May 2023.

ATTEST:

\_\_\_\_\_  
WILLIAM SCOTT HOEN, CLERK RECORDER

DATED this 4th day of May 2023.



## STAFF REPORT

**Report To:** Board of Supervisors                      **Meeting Date:** October 20, 2022

**Staff Contact:** Carol Akers, Purchasing & Contracts Administrator and Nancy Paulson, City Manager

**Agenda Title:** For Possible Action: Discussion and possible action regarding Conflict Counsel Attorney Services Contract No. 20300003-B for the provision of conflict counsel services in the First Judicial District Court and the Carson City Justice/Municipal Court and for services to assign indigent defense cases to conflict counsel or private attorneys under Carson City's Indigent Defense Plan ("Plan") from November 1, 2022 through June 30, 2023 in the amount of \$14,583.34 per month for conflict counsel services and an additional \$13,350, for case assignment services on an hourly basis, not to exceed 12 hours per week, for a total not to exceed amount of \$130,016.72, to be awarded to one of the following attorneys: Maria E. Pence or John George. (Carol Akers, cakers@carson.org and Nancy Paulson, npaulson@carson.org)

**Staff Summary:** Carson City previously contracted with Walter B. Fey to provide conflict counsel services to indigent defendants. Mr. Fey recently resigned, effective September 30, 2022. Carson City advertised the position and received letters of interest and resumes from two applicants. The Board of Supervisors ("Board") may award the contract to any applicant who submitted a letter of interest. Staff recommends awarding the contract to Maria E. Pence.

**Agenda Action:** Formal Action / Motion                      **Time Requested:** 15 minutes

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### Proposed Motion

I move to award the contract as presented to Maria E. Pence [or another applicant at the discretion of the Board].

### Board's Strategic Goal

Efficient Government

### Previous Action

June 4, 2020 (Item 10B) - The Board approved Contract No. 20300003 with Walter B. Fey.

### Background/Issues & Analysis

Carson City contracts with three conflict counsel to provide indigent defense services in the First Judicial District Court and the Carson City Justice/Municipal Court. Mr. Fey, one of the attorneys providing these services, tendered his resignation effective September 30, 2022. Due to the nature of Mr. Fey's cases and clients, it is imperative to have as little lapse as possible in the representation of his former clients.

Pursuant to the Plan, the Board is required to select the conflict counsel. An announcement soliciting letters of interest for the contract was published in the Nevada Appeal and the Reno Gazette Journal and circulated to the Washoe County Bar Association and the First Judicial District Bar Association. Letters of interest and resumes were received from, Maria E. Pence, Esq., and John George, Esq. The judges of the First Judicial District and

the Carson City Justice/Municipal Court recommend Maria E. Pence, Esq., to the Board. City staff also recommends Ms. Pence as she is a former attorney with the State Public Defender's Office and provided indigent representation in Carson City Courts.

The regulations of the Nevada Board of Indigent Defense Services require, for the most part, the judiciary not to be involved with the provision of indigent defense services in a county. Prior to the City's implementation of the Plan, case assignment services were provided by the Court Clerk's Offices. However, this was deemed to be too much involvement of the judiciary in the provision of indigent defense services. The provision for case assignment services is proposed to be added to the conflict counsel contract to allow a person employed by conflict counsel, outside the judiciary, to assign indigent defense cases to conflict counsel and private attorneys in accordance with the Plan.

**Applicable Statute, Code, Policy, Rule or Regulation**

NRS 332.115; Board of Indigent Defense Services regulations; Carson City Indigent Defense Plan

**Financial Information**

Is there a fiscal impact? Yes

If yes, account name/number: General Fund Conflict Council Account / 1010610-500361

Is it currently budgeted? Yes

**Explanation of Fiscal Impact:** Funds from the General Fund Conflict Council Account 1010610-500361 will be allocated to the new conflict counsel contract. The Fiscal Year ("FY") 2023 remaining budget from Walter B. Fey's contract (20300003) is \$151,249.98.

**Alternatives**

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

**Attachments:**

Letter of Resignation-Walter Fey.pdf

Letter of Recommendation for Conflict Counsel Contract 09-2022.pdf

All Submissions.pdf

20300003-B Draft Contract.pdf

**Board Action Taken:**

Motion: Approve

1) SJ  
2) LS

Aye/Nay  
5-0-0  
\_\_\_\_\_  
\_\_\_\_\_

[Signature]  
(Vote Recorded By)

**PROFESSIONAL SERVICES CONSULTANT AGREEMENT**

**Contract No. 20300003-B**

**Title: Conflict Counsel, Maria E. Pence; Attorney at Law**

THIS CONTRACT is made and entered into this 7th day of November, 2022, by and between Carson City, a consolidated municipality, a political subdivision of the State of Nevada, hereinafter referred to as "CITY", and Maria E. Pence; Attorney at Law, 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 (does involve\_\_\_) (does not involve X) a "public work" construction project, which pursuant to NRS 338.010(17) 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. 20300003-B** (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 **CONSULTANT** shall provide and perform the following services set forth in **Exhibit A**, which shall all be attached hereto and incorporated herein by reference, and shall provide administrative services under the Carson City Indigent Defense Plan related to assignment of conflict counsel and private DIDS qualified attorneys to indigent defense cases 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	12/31/22
GL expires	6/25/23
PL expires	7/1/23
WC expires	6/25/23

## PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 20300003-B

Title: Conflict Counsel, Maria E. Pence; Attorney at Law

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:  
**(OMITTED)**

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 This Contract shall be effective from November 1, 2022, subject to Carson City Board of Supervisors' approval (anticipated to be October 20, 2022) to June 30, 2023, unless sooner terminated by either party as specified in **Section 7** (CONTRACT TERMINATION).

## PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 20300003-B

Title: Conflict Counsel, Maria E. Pence; Attorney at Law

### 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](http://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:

Maria E. Pence  
1662 U.S. Hwy 395, Ste 203  
Minden, NV 89423  
775-392-4082  
[Pencelegaldefense@gmail.com](mailto:Pencelegaldefense@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](mailto: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 of a total not to exceed maximum amount of One Hundred Thirty Thousand Sixteen Dollars and 72/100 (\$130,016.72), from November 1, 2022 through June 30, 2023, \$116,666.72 of which will be paid in equal installments of \$14,583.34 per month, and the additional not to exceed amount of \$13,350 shall be paid on an as billed basis, not to exceed 12 hours per week, for administrative services under the Carson City Indigent Defense Plan to relate to assignment of conflict counsel and private DIDS qualified attorneys to indigent defense cases. These amounts shall hereinafter be referred to as the "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.

# PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 20300003-B

Title: Conflict Counsel, Maria E. Pence; Attorney at Law

## 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,

## PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 20300003-B

Title: Conflict Counsel, Maria E. Pence; Attorney at Law

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

# PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 20300003-B

Title: Conflict Counsel, Maria E. Pence; Attorney at Law

PROPRIETARY INFORMATION).

7.5.1.5 **CONTRACTOR** shall provide all court appointment case files to the **CITY** or the new conflict counsel within 7 days of notification to the **CITY** that he or she is terminating the contract or closing practice or within 7 days of notification by the **CITY** that the contract is being terminated.

## 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.

## PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 20300003-B

Title: Conflict Counsel, Maria E. Pence; Attorney at Law

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

## PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 20300003-B

Title: Conflict Counsel, Maria E. Pence; Attorney at Law

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 liability insurance policy 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 shall provide for a waiver of subrogation

# PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 20300003-B

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as to additional insured, unless:

13.10.1 **CONSULTANT** maintains an additional \$5,000,000.00 umbrella policy in lieu of the Waiver of Subrogation Clause.

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 \$50,000.00 per occurrence, unless otherwise approved by **CITY**.

13.13 **Policy Cancellation:** Except for ten (10) calendar days notice for non-payment of premium, each insurance policy shall be endorsed to state that; without thirty (30) calendar days prior written notice to Carson City Purchasing and Contracts, the policy shall not be canceled, non-renewed or 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.

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 acceptable to the State 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:** 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:**

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

**PROFESSIONAL SERVICES CONSULTANT AGREEMENT**

**Contract No. 20300003-B**

**Title: Conflict Counsel, Maria E. Pence; Attorney at Law**

Aggregate.

13.20.4 One Million Dollars (\$1,000,000.00) - Each Occurrence.

13.20.5 Coverage shall be on an occurrence basis and shall be at least as broad as ISO 1996 form CG 00 01 (or a substitute form providing equivalent coverage); and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, civil lawsuits, Title VII actions and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

**13.21 BUSINESS AUTOMOBILE LIABILITY INSURANCE:**

13.21.1 *Minimum Limit required:*

13.21.2 One Million Dollars (\$1,000,000.00) per occurrence for bodily injury and property damage.

13.21.3 Coverage shall be for "any auto", including owned, non-owned and hired vehicles. The policy shall be written on ISO form CA 00 01 or a substitute providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

**13.22 PROFESSIONAL LIABILITY INSURANCE (Architects, Engineers and Land Surveyors)**

13.22.1 *Minimum Limit required:*

13.22.2 One Million Dollars (\$1,000,000.00).

13.22.3 Retroactive date: Prior to commencement of the performance of this Contract.

13.22.4 Discovery period: 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 of \$500,000.00 each employee per accident for bodily injury by accident or 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.

**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,

## PROFESSIONAL SERVICES CONSULTANT AGREEMENT

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finances, 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.

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.

### 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

# PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 20300003-B

Title: Conflict Counsel, Maria E. Pence; Attorney at Law

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:**

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

# PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 20300003-B

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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(17), 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.

**PROFESSIONAL SERVICES CONSULTANT AGREEMENT**  
**Contract No. 20300003-B**  
**Title: Conflict Counsel, Maria E. Pence; Attorney at Law**

**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**

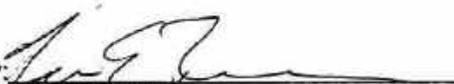
Attn: Carol Akers, Purchasing & Contracts Administrator  
Purchasing and Contracts Department  
201 North Carson Street, Suite 2  
Carson City, Nevada 89701  
Telephone: 775-283-7362  
Fax: 775-887-2286  
[CAkers@carson.org](mailto:CAkers@carson.org)

By:   
Sheri Russell, Chief Financial Officer

Dated 11/4/2022

**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 10/25/22

**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

Account: 1010610 500361

By: 

Dated 11/7/2022

**PROFESSIONAL SERVICES CONSULTANT AGREEMENT**  
**Contract No. 20300003-B**  
**Title: Conflict Counsel, Maria E. Pence; Attorney at Law**

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.

**CONTRACTOR**

**BY:** Maria E. Pence

**TITLE:** Attorney at Law

**CARSON CITY BUSINESS LICENSE #:** BL-007643

**Address:** 1662 U.S. Hwy, Ste 203

**City:** Minden **State:** NV **Zip Code:** 89423

**Telephone:** 775-392-4084

**E-mail Address:** pencelegaldefense@gmail.com

  
(Signature of Consultant)

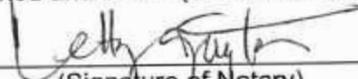
DATED 10/27/22

STATE OF Nevada

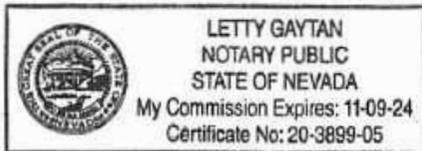
County of Douglas

)ss

Signed and sworn (or affirmed before me on this 27 day of October, 2022.

  
(Signature of Notary)

(Notary Stamp)

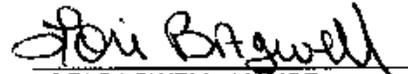


**PROFESSIONAL SERVICES CONSULTANT AGREEMENT**  
**Contract No. 20300003-B**  
**Title: Conflict Counsel, Maria E. Pence; Attorney at Law**

**CONTRACT ACCEPTANCE AND EXECUTION:**

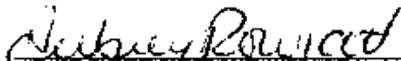
The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of October 20, 2022 approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 20300003-B**. Further, the Board of Supervisors authorizes the Mayor of Carson City, Nevada to set his hand to this document and record his signature for the execution of this Contract in accordance with the action taken.

**CARSON CITY, NEVADA**

  
LORI BAGWELL, MAYOR

DATED this 20<sup>th</sup> day of October 2022.

**ATTEST:**

  
AUBREY ROWLATT, CLERK-RECORDER

DATED this 20<sup>th</sup> day of October 2022.



## Conflict Counsel Contract FY22-FY23

### I. CONTRACTOR SERVICES:

- a. The **CONTRACTOR** hereby agrees to perform the services of an attorney in the defense of indigent adults charged with a public offense and when the court for cause is required to disqualify the State Public Defender.
- b. The **CONTRACTOR** agrees to perform the services of an attorney for a child alleged to be delinquent or in need of supervision where the Court orders the appointment of an attorney in accord with NRS 62.085 and when the Court for cause is required to disqualify the State Public Defender.
- c. The **CONTRACTOR** agrees to perform the services of an attorney for a parent or other person responsible for a child's welfare when that parent or other person is alleged to have abused or neglected that child and the court orders the appointment of **CONTRACTOR** pursuant to NRS 432B.420 and when the court for cause is required to disqualify the State Public Defender.
- d. The **CONTRACTOR** agrees to actively participate and attend meetings to adhere to the best practices and standards adopted by the First Judicial District Court, the First Judicial District Court - Juvenile Court Division, and the Carson City Justice/Municipal Court.
- e. The **CONTRACTOR** agrees to perform the services of an attorney for a person against whom proceedings are commenced to revoke any probation which was granted to that person, provided that the Court appoints **CONTRACTOR** on the matter to represent that person at the probation revocation proceedings and the person is indigent and when the Court for cause is required to disqualify the State Public Defender.
- f. The **CONTRACTOR** agrees to perform the duties required by NRS 260.050 (County public defenders).
- g. The **CONTRACTOR** agrees to perform the services of an attorney to represent a child or parent in any proceeding for terminating parental rights, or any rehearing or appeal where the Court orders the appointment of an attorney in accord with NRS 128.100 and when the Court for cause is required to disqualify the State Public Defender.
- h. The **CONTRACTOR** agrees to perform services of an attorney for fees pursuant to NRS 7.125 – 7.165 on cases appointed by the Court for the convenience of the Court, where there is no disqualification of the public defender.

### II. SCOPE OF WORK:

The parties agree that the scope of work for the **CONTRACTOR** shall be as follows:

- a. The **CITY** contracts with the **CONTRACTOR** to provide the professional and legal services of an attorney for conflict cases when the First Judicial District Court or the Carson City Justice/Municipal Court for cause is required to disqualify the State Public Defender.
- b. The **CONTRACTOR** shall provide all required professional services as necessary to satisfy the intended purposes of this Contract.

## Conflict Counsel Contract FY22-FY23

- c. Such services shall be performed in accordance with this Contract and shall not be altered except by written consent of both parties.
- d. The professional services described in the succeeding paragraphs must be performed in a professional, competent and effective manner given the law applicable to the particular matter for which legal services are being rendered and the applicable rules and standards of professional responsibility.
- e. The **CITY** is contracting for the professional services of the **CONTRACTOR**.
- f. **CONTRACTOR** must personally handle the cases in which **CONTRACTOR** has been appointed as counsel. However, in the event that **CONTRACTOR** is unable to personally appear at any stage of the court proceeding, **CONTRACTOR** may have another conflict counsel or, if **CONTRACTOR** practices law with a law firm, have another lawyer within **CONTRACTOR's** firm appear for **CONTRACTOR**, provided that **CONTRACTOR**, provided that **CONTRACTOR** has adequately briefed the appearing conflict counsel or lawyer to enable the appearing conflict counsel or lawyer to provide effective assistance of counsel. **CONTRACTOR** may not transfer the case to another attorney without substitution of counsel being approved by the court.
- g. However, no additional compensation shall be paid to the **CONTRACTOR** or the other lawyer in **CONTRACTOR'S** firm by virtue of this change.
- h. In performing the professional services described in the Scope of Work to be performed by the **CONTRACTOR** under this Contract shall be as follows:
  - i. Conduct interviews;
  - ii. Perform or supervise the performance of necessary investigation;
  - iii. Conduct necessary preparation;
  - iv. Promptly appear at all Court hearings concerning the assigned matter including, but not limited to, preliminary hearing, arraignment, pretrial writ or motion hearings, trial and sentencing as required to provide a full professional defense of the matter;
  - v. Be required to represent the person in the assigned matter on any appeal to the First Judicial District Court or Nevada Supreme Court whether based upon a preliminary matter, final judgment, or other matters required in this Contract.
  - vi. **CONTRACTOR** shall represent indigent defendants on all matters deemed appropriate by the Court and any other pending or trailing matter that the State Public Defender was previously appointed.
  - vii. The **CONTRACTOR** agrees to staff and maintain an office in Carson City, Nevada and furnish to the Justice Courts, District Courts, Specialty Courts, Juvenile Court, Sheriff's Department and District Attorney a telephone number for use after normal office hours in

## Conflict Counsel Contract FY22-FY23

any emergency that may arise where the **CONTRACTOR'S** services are requested pursuant to the terms of this contract.

### III. PROCEDURAL PROVISIONS:

If, in the interests of justice, the **CONTRACTOR** is required to substitute out of an assigned case, the **CONTRACTOR** shall petition the Court for approval of the substitution.

- a. The Court will make reasonable efforts to appoint and substitute in one of the **CONTRACTORS** in the **CITY'S** contracted conflict counsel.
- b. **CONTRACTOR** shall be allowed to substitute out of an assigned case if the Defendant of the assigned case has sought to retain **CONTRACTOR** prior to, or before knowledge of, the assignment. **CONTRACTOR** shall notify the Court in writing of the conflict, and the Court will make reasonable efforts to appoint and substitute in one of the **CONTRACTORS** in the City's contracted conflict counsel.
- c. If the **CITY'S** other contract **CONTRACTORS** cannot properly be substituted into the **CONTRACTOR'S** assigned case, the Court may appoint and order the compensation of a non-contract lawyer.
- d. The Indigent Defense Coordinator may request periodic time summaries from the **CONTRACTOR** in a form prescribed by the Indigent Defense Coordinator.
- e. These time summaries will report the amount of time necessary and reasonable spent for travel, investigation, research, trial preparation and hearings as well as trials.
- f. These time summaries will be provided to the Indigent Defense Coordinator at the conclusion of each assigned case. The time summaries may be requested by the Court.
- g. These time reports may be made available by the Indigent Defense Coordinator for audit by the **CITY'S** representative.
- h. If any State statute in effect now or hereinafter enacted requires public defenders to provide certain information or reports, **CONTRACTOR** agrees to provide and maintain that information at no additional cost to the **CITY**.
- i. **CONTRACTOR** is not required to provide any information which would compromise client confidentiality or violate any laws or rules of professional conduct. In case of a dispute, the **CONTRACTOR** should attempt to resolve the matter with the Court Administrator, or his or her designee and, if necessary, the Board of Supervisors.
- j. Nothing in this section shall be construed in a manner that requires violating the confidence of the client or the attorney-client privilege contained in Court rules or statutes.

## Conflict Counsel Contract FY22-FY23

### IV. MISCELLANEOUS PROVISIONS:

- a. The **CITY** and the **CONTRACTOR** acknowledge that the City may contract with other lawyers in the same manner and for the same purposes as **CONTRACTOR**.
- b. It is agreed by the **CITY** and the **CONTRACTOR** that this Contract, if entered into, will enable appointments to be made by the Court, on a rotating basis and to eliminate appointment of **CONTRACTOR** in a matter that would create a conflict of interest for **CONTRACTOR** in a particular matter.
- c. When **CONTRACTOR** is appointed as counsel in any case, **CONTRACTOR** must, within 1 day of being appointed, run a conflict check and inform the appointing court if **CONTRACTOR** has a conflict.
- d. Causes of action between the parties to this Contract pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of completion for acts or failures to act occurring prior to completion, or the date of final payment, to the **CONTRACTOR** in a particular manner.
- e. The **CITY** and the **CONTRACTOR**, respectively, bind themselves, their partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Contract.
- f. **CONTRACTOR** may engage in the private practice of law which does not conflict with **CONTRACTOR'S** professional services as Conflict Counsel pursuant to this Contract.
- g. If **CONTRACTOR** is required to substitute out of an assigned case, **CONTRACTOR** shall comply with Procedural Provisions within the Scope of Work section of this Contract and with the applicable statutes and court rules .
- h. This Contract represents the entire and integrated agreement between the City and **CONTRACTOR** and supersedes all prior negotiations, representations, contracts, or agreements, either written or oral.
- i. This Contract may be amended only by written instrument signed by both the **CITY** and the **CONTRACTOR**.
- j. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against either the **CITY** or **CONTRACTOR**.

### V. CONSIDERATION:

#### Monthly Payments:

- a. From November 1, 2022 through June 30, 2023 - The **CITY** agrees to pay the **CONTRACTOR** and the **CONTRACTOR** agrees to accept as full compensation for the performance of legal services under this contract the sum of Fourteen Thousand Five Hundred Eighty Three Dollars and Thirty-Four Cents (\$14,583.34) per month.

## Conflict Counsel Contract FY22-FY23

- b. The **CONTRACTOR** must submit a monthly billing to the First Judicial District Court, Attention: Wendy Yang, 885 Musser Street, Suite 2007, Carson City, NV 89701 or by email to WYang@carson.org and CFischer@carson.org. **CITY** has up to 30 days to process payment to **CONTRACTOR** for services rendered.
- c. In the event that a billing is for services provided to an inmate of the Nevada State Prison system, the billing shall state this information so that the **CITY** will be able to obtain reimbursement from the State of Nevada pursuant to NRS 212.070.
- d. The Indigent Defense Coordinator may appoint **CONTRACTOR** under the contract in lieu of the State Public Defender's Office if the **CONTRACTOR** previously represented the defendant.
- e. Billing statement must include; monthly billing costs, hours and rates for special cases pursuant to NRS 7.125 and that have been approved by the Judge. The compensation specified in Monthly Payments (a-d) is in lieu of the statutorily prescribed fees codified in NRS 7.125.
- f. However, if in a particular case the **CONTRACTOR** believes that the complexity of a case, the number of the factual or legal issues in a case, the severity of the offense, the time necessary to provide an adequate defense, or other special circumstances warrant an award of extraordinary fees in excess of the monthly fee paid to **CONTRACTOR** under sections (a)-(d), the **CONTRACTOR** may apply to the Indigent Defense Coordinator for additional fees as provided in the Carson City Indigent Defense Plan. These extraordinary fees may only be awarded if the Indigent Defense Coordinator or the court in which the representation was rendered finds that the amount of the excess, extraordinary payment is both reasonable and necessary to the representation of the client in the case.
- g. **CONTRACTOR** will not request Extraordinary Fees when appointed on Category A felony cases until 25 hours of work has been conducted.
- h. **CONTRACTOR** agrees to indicate that 25 hours of work has been performed and \$2,500.00 deducted from the total Extraordinary Fee Request when submitting these requests.
- i. The **CITY** must receive from **CONTRACTOR** notice of a request to the court for extraordinary fees when such a request is made. Under NRS 7.145 a claim for extraordinary compensation and expenses must not be paid unless it is submitted within 60 days after the appointment is terminated to the Indigent Defense Coordinator. It is hereby agreed by **CONTRACTOR**, **CITY** and **COURT** that **CONTRACTOR** shall submit notice of a request for extraordinary fees to **CITY** when a request for extraordinary fees is submitted to the Indigent Defense Coordinator. These provisions allow the **CITY** to adhere to minimum accounting standards and to properly budget and account for these services.
- j. The **CONTRACTOR** may secure pre-authorization or reimbursement for extraordinary investigative costs, costs required to secure experts, or costs for other services that are reasonable and necessary for a client's defense in any assigned matter, in the manner codified in NRS 7.135, 7.145 and 7.155 and under the Carson City Indigent Defense Services Plan.
- k. The expense of office space, furniture, equipment, supplies, routine investigative costs and secretarial services suitable for the conduct of the **CONTRACTOR'S** practice as required by this

## Conflict Counsel Contract FY22-FY23

contract are the responsibility of the **CONTRACTOR** and are part of **CONTRACTOR'S** compensation paid pursuant to Monthly Payments of this contract and as provided in NRS 260.040(5).

- l. Mileage and travel expenses of the **CONTRACTOR** are the responsibility of the **CONTRACTOR** and are part of the compensation paid pursuant to Monthly Payments.
- m. The **CITY** does not agree to reimburse **CONTRACTOR** for expenses unless otherwise specified in this Contract.

### VI. REQUIREMENTS OF THE DEPARTMENT OF INDIGENT DEFENSE (“DIDS”):

- a. **CONTRACTOR** must comply with the requirements of DIDS for the provision of services to indigent persons in cases described by NRS 180.004 (an adult charged with a criminal offense for whom the appointment of counsel is ordered, or a child (minor) who is alleged to be delinquent or in need of supervision under NRS Title 5), including the workload and reporting requirements of DIDS. **CITY** may request case information reported to DIDS from DIDS or from **CONTRACTOR**.
- b. **CONTRACTOR** must comply with the Carson City Indigent Services Plan, as may be amended.
- c. **CONTRACTOR** must be registered with DIDS and meet the DIDS qualifications for representation of indigent persons.
- d. **CONTRACTOR** must provide legal representation under this **CONTRACT** to all clients in a professional, skilled manner consistent with all applicable regulations, laws, Rules of Professional Conduct, and the Nevada Indigent Defense Standards of Performance adopted by the October 16, 2008 Nevada Supreme Court Order in Administrative Docket 411.
- e. **CONTRACTOR** must generally advise a clients not to waive any substantive rights or plead guilty at the initial appearance unless, in the **CONTRACTOR's** judgment, to do otherwise is in the client's best interest.
- f. **CONTRACTOR** must make a reasonable efforts to meet with a client within the first 7 days following the appointment of **CONTRACTOR** as counsel in the case, and may a reasonable effort to communicate with a client at least every 30 days thereafter, unless in the **CONTRACTOR'S** judgment there are no significant updates in the client's case.



## STAFF REPORT

**Report To:** Board of Supervisors                      **Meeting Date:** May 4, 2023

**Staff Contact:** Carol Akers, Purchasing and Contracts Administrator and Nancy Paulson, City Manager

**Agenda Title:** For Possible Action: Discussion and possible action regarding a proposed amendment, effective April 15, 2023, to Conflict Counsel Attorney Services Contract No. 20300004, with Noel S. Waters, for conflict counsel services effective July 1, 2020 through June 30, 2023, increasing the amount of the contract by \$2,500 for April 2023 and \$5,000 per month for May 1, 2023 through June 30, 2023 to accept indigent defense cases normally handled by the Nevada State Public Defender's Office ("PD"), for a new total contract amount not to exceed \$458,268. (Carol Akers, cakers@carson.org and Nancy Paulson, npaulson@carson.org)

Staff Summary: Carson City contracts with the PD to provide representation and services to an indigent person; however, on April 3, 2023, the City received a letter from the PD stating that due to severe understaffing, the PD would no longer be able to accept new cases for Category B through E felonies and gross misdemeanors and will be seeking to withdraw from some existing felony cases. To ensure indigent defendants receive timely and effective assistance of counsel, Mr. Waters has agreed to take certain cases from the PD to provide legal representation.

**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

September 16, 2021 (Item 14C) - The Board of Supervisors ("Board") approved an amendment to Contract No. 20300004, with Noel S. Waters, for conflict counsel services effective October 1, 2021 through June 30, 2023, increasing the contract by \$56,749.72 for a new contract total amount of \$445,768.

June 4, 2020 (Item 10C) - The Board approved Contract No. 20300004, with Noel S. Waters, effective July 1, 2020 through June 30, 2023 for an annual amount of \$125,859.24 in year one, with a 3% increase in year two and a 3% increase in year three for a contract total amount of \$389,018.28.

### Background/Issues & Analysis

Pursuant to Carson City's Indigent Defense Services Plan ("Plan"), unless a court is aware of a conflict for the PD or any other reason specified in the Plan as to why the PD should not be appointed as counsel, the court must first appoint the PD to represent an eligible indigent person. Carson City has contracted with the PD to

provide representation and services to indigent persons in Carson City for over 25 years. In addition, Carson City has three conflict counsel contracts to represent indigent persons when the PD has a conflict.

The City was notified on March 31, 2023, that effective immediately the PD is unable to accept any new cases and would also be moving to withdraw from existing felony cases. Due to severe understaffing, they would be unable to fulfill their obligations to additional clients which they believe creates a conflict that prevents them from accepting additional cases. The City's indigent defense coordinator has attempted to assign cases referred from the PD to private attorneys; however, it has been difficult to find attorneys for all the cases.

To ensure indigent defendants receive timely and effective assistance of counsel, the City's three conflict counsel attorneys have indicated that they would be willing to take on the cases from the PD on a short-term basis for an additional cost of \$12,500 each through June 30, 2023.

**Applicable Statute, Code, Policy, Rule or Regulation**

NRS 332.115; Board of Indigent Defense Services regulations; Carson City Indigent Defense Plan

**Financial Information**

**Is there a fiscal impact?** Yes

**If yes, account name/number:** General Fund Conflict Counsel Account 1010610-500361

**Is it currently budgeted?** No

**Explanation of Fiscal Impact:** The additional \$12,500 for the contract with Mr. Waters will need to be added to the conflict counsel budget during the June 2023 budget augmentations. In addition, the City has received confirmation from the State that the City will be reimbursed for additional costs incurred due to the inability of the PD to perform indigent defense services to Carson City.

**Alternatives**

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

**Attachments:**

[PD letter 4\\_3\\_23.pdf](#)

[20300004 Amendment 2.pdf](#)

[20300004 Executed Amendment 1.pdf](#)

[20300004 Executed Contract.pdf](#)

**Board Action Taken:**

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

\_\_\_\_\_  
(Vote Recorded By)



## NEVADA STATE PUBLIC DEFENDER

CHRIS ARABIA  
STATE PUBLIC DEFENDER  
CRARABIA@NSPD.NV.GOV

511 E. ROBINSON ST., STE. 1  
CARSON CITY, NV 89701  
PH: (775) 684-1080  
FAX: (775) 687-4993  
PUBLICDEFENDER@NSPD.NV.GOV

April 3, 2023

Nancy Paulson  
Carson City Manager  
201 N. Carson St., Suite 2  
Carson City, NV 89701

Dear Ms. Paulson:

As we discussed on March 31 and effective immediately, this office is unable to accept any new cases of the following types:

- Category B felonies;
- Category C felonies,
- Category D felonies;
- Category E felonies;
- and Gross Misdemeanors.

We will review Category A felony matters on a case-by-case basis to determine how to proceed. We will also be moving to withdraw from some existing felony cases.

These measures are necessary because severe understaffing (aggravated by our inability to offer competitive salaries) leaves us without sufficient personnel to provide effective representation in additional cases. Therefore, we are unable to fulfill our obligations to additional clients and this creates a conflict that prevents us from accepting additional cases.

Our hope is that we will be able to resume our regular intake in 60 days or less, but the length of this pause is presently unknown.

Sincerely,

A handwritten signature in blue ink, appearing to read "Chris Arabia", is written over a horizontal line.

Chris Arabia

cc: Cody Drews

**AMENDMENT FOR CONTRACT**

Contract No.: 20300004  
Title: Contract Conflict Counsel, Noel S. Waters; Attorney at Law  
Amendment No.: 2

If Consideration will be amended, please indicate amount: Increase \$12,500.

Reason for amendment: To increase amount of the contract by \$2,500 for April 2023 and \$5,000 per month for May 1, 2023 through June 30, 2023 to accept indigent defense cases normally handled by the Nevada State Public Defender's Office, for a new total contract amount not to exceed \$458,268.00.

It is also agreed, that all unaffected conditions, requirements, and restrictions of Contract No. 20300004, 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.

**CONSULTANT**

Approved by:

Conflict Counsel:

Name/Title: Noel S. Waters, Attorney at Law

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

**CITY**

Approved by:

City Department: Executive Office

Name/Title: Nancy Paulson, City Manager

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: Todd Reese, Deputy District Attorney

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

**AMENDMENT FOR CONTRACT**

Contract No.: 20300004  
Title: Contract Conflict Counsel, Noel S. Waters; Attorney at Law  
Amendment No.: 2

**CONTRACT ACCEPTANCE AND EXECUTION:**

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of May 4, 2023, approved the acceptance of the attached Amendment for Contract hereinbefore identified as Amendment No. 2 to CONTRACT No. 20300004. 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 4th day of May 2023.

ATTEST:

\_\_\_\_\_  
WILLIAM SCOTT HOEN, CLERK RECORDER

DATED this 4th day of May 2023.



## STAFF REPORT

**Report To:** Board of Supervisors                      **Meeting Date:** September 16, 2021

**Staff Contact:** Carol Akers, Purchasing and Contracts Administrator and Max Cortes, Courts Administrator

**Agenda Title:** For Possible Action: Discussion and possible action regarding amendments to Conflict Counsel Attorney Services Contract No. 20300003, with Walter B. Fey, and Contract No. 20300004, with Noel S. Waters, for conflict counsel services effective October 1, 2021 through June 30, 2023, increasing the amount of each contract from \$10,802.92 to \$12,500 per month for October 1, 2021 through June 30, 2022, from \$11,127.00 to \$14,583.34 per month for July 1, 2022 through June 30, 2023, for a total increase per contract of \$56,749.72, for a new per contract total amount of \$445,768.00 from July 1, 2020 through June 30, 2023 to be funded from the General Fund Courts Professional Services/Conflict Account. (Carol Akers, CAkers@carson.org and Max Cortes; Mccortes@carson.org)

**Staff Summary:** The new Department of Indigent Defense Services ("DIDS") Regulations for attorneys providing indigent defense services, including the City's contracted conflict counsel, require mandated statistical time and case load reporting and a specific amount of time the attorneys are required to spend on each case. Two of the three conflict attorneys have advised that they will be unable to take private cases due to time restraints and will need to hire clerical staff to adhere to DIDS' mandated requirements. The conflict attorneys have advised the City that the current contract amounts are not sufficient to cover their time and expenses to provide conflict counsel services.

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

---

**Proposed Motion**

I move to approve the amendments as presented.

**Board's Strategic Goal**

Efficient Government

**Previous Action**

The original contracts 20300003 with Walter B. Fey and 20300004 with Noel S. Waters were approved at the June 4, 2020 Board of Supervisor's meeting for a three-year term.

**Background/Issues & Analysis**

DIDS was created by the enactment of NRS 180.400 during the 2019 Legislative Session. DIDS has promulgated regulations requiring statistical time and case load reporting that require the City's contracted conflict counsel to spend approximately 25 percent more time on each case. Carson City is also required to establish an Indigent Defense Services Plan, which will be presented to this Board of Supervisors for consideration as well.

**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:** General Fund Conflict Counsel Account 1010610-500361

**Is it currently budgeted? Yes**

**Explanation of Fiscal Impact:** Contract increases for FY 2022, \$15,273.72 per contract for a total of \$30,547.44, and if approved will be augmented from contingency during the first round of budget augmentations. Increases for FY 2023, \$41,476.08 per contract for a total of \$82,952.16 will be built into the FY 2023 budget.

**FY 2022**

Current Contract Budget (1010610-500361) per Attorney: \$130,000.00

Proposed Amended Contract Amount: \$144,908.76

Fiscal Impact: \$14,908.76 per Contract for a total of \$29,817.52

**FY 2023**

Current Contract per Attorney: \$133,524.00

Proposed Amended Contract: \$175,000.00

Fiscal Impact: \$41,476.00 per contract for a total of \$82,952.00

**Alternatives**

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

**Attachments:**

20300003 Amendment 1.pdf

20300003 Executed Contract.pdf

20300004 Amendment 1.pdf

20300004 Executed Contract.pdf

**Board Action Taken:**

Motion: Oppose

1) SG  
2) SS

Aye/Nay

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5/10/18

AK  
\_\_\_\_\_  
(Vote Recorded By)

## AMENDMENT FOR CONTRACT

Contract No.: 20300004  
Title: Conflict Counsel, Noel S. Waters; Attorney at Law  
Amendment No.: 1

If Consideration will be amended, please indicate amount: Increase total contract amount by \$58,748.72, for a new total contract amount of \$445,768.00.

Reason for amendment: To amend the contract compensation rates from October 1, 2021 through June 30, 2022 to \$12,500 per month and July 1, 2022 through June 30, 2023 to \$14,533.33 per month and update Exhibit A compensation increases and include the requirements of the Department of Indigent Defense.

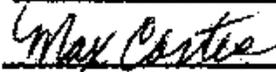
It is also agreed, that all unaffected conditions, requirements, and restrictions of the Original Contract document remain in full force and effect for the duration of the Contract term.

Amendment will become effective when signed by Purchasing and Contracts.

Approved by:

(1) City Department: Courts

Name/Title: Max Cortes, Courts Administrator

Signature:  Date: 9-16-2021

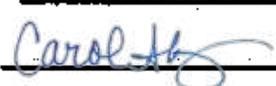
(2) District Attorney's Office:

Name/Title: Todd Reese, Deputy District Attorney

Signature:  Date: 09/22/2021

(3) Carson City Purchasing and Contracts:

Name/Title: Carol Akers, Purchasing and Contracts Administrator

Signature:  Date: 9/28/2021

(4) Conflict Counsel:

Name/Title: Noel S. Waters; Attorney at Law

Signature: see attached page Date: \_\_\_\_\_

# AMENDMENT FOR CONTRACT

Contract No.: 20300004  
Title: Conflict Counsel, Noel S. Waters; Attorney at Law  
Amendment No.: 1

If Consideration will be amended, please indicate amount: Increase total contract amount by \$56,749.72, for a new total contract amount of \$445,768.00.

Reason for amendment: To amend the contract compensation rates from October 1, 2021 through June 30, 2022 to \$12,500 per month and July 1, 2022 through June 30, 2023 to \$14,583.33 per month and update Exhibit A compensation increases and include the requirements of the Department of Indigent Defense.

It is also agreed, that all unaffected conditions, requirements, and restrictions of the Original Contract document remain in full force and effect for the duration of the Contract term.

Amendment will become effective when signed by Purchasing and Contracts.

Approved by:

(1) City Department: Courts

Name/Title: Max Cortes, Courts Administrator

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

(2) District Attorney's Office:

Name/Title: Todd Reese, Deputy District Attorney

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

(3) Carson City Purchasing and Contracts:

Name/Title: Carol Akers, Purchasing and Contracts Administrator

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

(4) Conflict Counsel:

Name/Title: Noel S. Waters; Attorney at Law

Signature: Noel S. Waters Date: 9/26/2021

# Conflict Counsel Contract FY21-FY23

## I. CONTRACTOR SERVICES:

- a. The **CONTRACTOR** hereby agrees to perform the services of an attorney in the defense of indigent adults charged with a public offense and when the court for cause is required to disqualify the State Public Defender.
- b. The **CONTRACTOR** agrees to perform the services of an attorney for a child alleged to be delinquent or in need of supervision where the Court orders the appointment of an attorney in accord with NRS 62.085 and when the Court for cause is required to disqualify the State Public Defender.
- c. The **CONTRACTOR** agrees to perform the services of an attorney for a parent or other person responsible for a child's welfare when that parent or other person is alleged to have abused or neglected that child and the court orders the appointment of **CONTRACTOR** pursuant to NRS 432B.420 and when the court for cause is required to disqualify the State Public Defender.
- d. The **CONTRACTOR** agrees to actively participate and attend meetings to adhere to the best practices and standards adopted by the First Judicial District Court, the First Judicial District Court - Juvenile Court Division, and the Carson City Justice/Municipal Court.
- e. The **CONTRACTOR** agrees to perform the services of an attorney for a person against whom proceedings are commenced to revoke any probation which was granted to that person, provided that the Court appoints **CONTRACTOR** on the matter to represent that person at the probation revocation proceedings and the person is indigent and when the Court for cause is required to disqualify the State Public Defender.
- f. The **CONTRACTOR** agrees to perform the duties required by NRS 260.050 (County public defenders).
- g. The **CONTRACTOR** agrees to perform the services of an attorney to represent a child or parent in any proceeding for terminating parental rights, or any rehearing or appeal where the Court orders the appointment of an attorney in accord with NRS 128.100 and when the Court for cause is required to disqualify the State Public Defender.
- h. The **CONTRACTOR** agrees to perform services of an attorney for fees pursuant to NRS 7.125 – 7.165 on cases appointed by the Court for the convenience of the Court, where there is no disqualification of the public defender.

## II. SCOPE OF WORK:

The parties agree that the scope of work for the **CONTRACTOR** shall be as follows:

- a. The **CITY** contracts with the **CONTRACTOR** to provide the professional and legal services of an attorney for conflict cases when the First Judicial District Court or the Carson City Justice/Municipal Court for cause is required to disqualify the State Public Defender.
- b. The **CONTRACTOR** shall provide all required professional services as necessary to satisfy the intended purposes of this Contract.

## Conflict Counsel Contract FY21-FY23

- c. Such services shall be performed in accordance with this Contract and shall not be altered except by written consent of both parties.
- d. The professional services described in the succeeding paragraphs must be performed in a professional, competent and effective manner given the law applicable to the particular matter for which legal services are being rendered and the applicable rules and standards of professional responsibility.
- e. The **CITY** is contracting for the professional services of the **CONTRACTOR**.
- f. **CONTRACTOR** must personally handle the cases in which **CONTRACTOR** has been appointed as counsel. However, in the event that **CONTRACTOR** is unable to personally appear at any stage of the court proceeding, **CONTRACTOR** may have another conflict counsel or, if **CONTRACTOR** practices law with a law firm, have another lawyer within **CONTRACTOR's** firm appear for **CONTRACTOR**, provided that **CONTRACTOR**, provided that **CONTRACTOR** has adequately briefed the appearing conflict counsel or lawyer to enable the appearing conflict counsel or lawyer to provide effective assistance of counsel. **CONTRACTOR** may not transfer the case to another attorney without substitution of counsel being approved by the court.
- g. However, no additional compensation shall be paid to the **CONTRACTOR** or the other lawyer in **CONTRACTOR'S** firm by virtue of this change.
- h. In performing the professional services described in the Scope of Work to be performed by the **CONTRACTOR** under this Contract shall be as follows:
  - i. Conduct interviews;
  - ii. Perform or supervise the performance of necessary investigation;
  - iii. Conduct necessary preparation;
  - iv. Promptly appear at all Court hearings concerning the assigned matter including, but not limited to, preliminary hearing, arraignment, pretrial writ or motion hearings, trial and sentencing as required to provide a full professional defense of the matter;
  - v. Be required to represent the person in the assigned matter on any appeal to the First Judicial District Court or Nevada Supreme Court whether based upon a preliminary matter, final judgment, or other matters required in this Contract.
  - vi. **CONTRACTOR** shall represent indigent defendants on all matters deemed appropriate by the Court and any other pending or trailing matter that the State Public Defender was previously appointed.
  - vii. The **CONTRACTOR** agrees to staff and maintain an office in Carson City, Nevada and furnish to the Justice Courts, District Courts, Specialty Courts, Juvenile Court, Sheriff's Department and District Attorney a telephone number for use after normal office hours in

## **Conflict Counsel Contract FY21-FY23**

any emergency that may arise where the **CONTRACTOR'S** services are requested pursuant to the terms of this contract.

### **III. PROCEDURAL PROVISIONS:**

If, in the interests of justice, the **CONTRACTOR** is required to substitute out of an assigned case, the **CONTRACTOR** shall petition the Court for approval of the substitution.

- a. The Court will make reasonable efforts to appoint and substitute in one of the **CONTRACTORS** in the **CITY'S** contracted conflict counsel.
- b. **CONTRACTOR** shall be allowed to substitute out of an assigned case if the Defendant of the assigned case has sought to retain **CONTRACTOR** prior to, or before knowledge of, the assignment. **CONTRACTOR** shall notify the Court in writing of the conflict, and the Court will make reasonable efforts to appoint and substitute in one of the **CONTRACTORS** in the City's contracted conflict counsel.
- c. If the **CITY'S** other contract **CONTRACTORS** cannot properly be substituted into the **CONTRACTOR'S** assigned case, the Court may appoint and order the compensation of a non-contract lawyer.
- d. The Indigent Defense Coordinator may request periodic time summaries from the **CONTRACTOR** in a form prescribed by the Indigent Defense Coordinator.
- e. These time summaries will report the amount of time necessary and reasonable spent for travel, investigation, research, trial preparation and hearings as well as trials.
- f. These time summaries will be provided to the Indigent Defense Coordinator at the conclusion of each assigned case. The time summaries may be requested by the Court.
- g. These time reports may be made available by the Indigent Defense Coordinator for audit by the **CITY'S** representative.
- h. If any State statute in effect now or hereinafter enacted requires public defenders to provide certain information or reports, **CONTRACTOR** agrees to provide and maintain that information at no additional cost to the **CITY**.
- i. **CONTRACTOR** is not required to provide any information which would compromise client confidentiality or violate any laws or rules of professional conduct. In case of a dispute, the **CONTRACTOR** should attempt to resolve the matter with the Court Administrator, or his or her designee and, if necessary, the Board of Supervisors.
- j. Nothing in this section shall be construed in a manner that requires violating the confidence of the client or the attorney-client privilege contained in Court rules or statutes.

## **Conflict Counsel Contract FY21-FY23**

### **IV. MISCELLANEOUS PROVISIONS:**

- a. The **CITY** and the **CONTRACTOR** acknowledge that the City may contract with other lawyers in the same manner and for the same purposes as **CONTRACTOR**.
- b. It is agreed by the **CITY** and the **CONTRACTOR** that this Contract, if entered into, will enable appointments to be made by the Court, on a rotating basis and to eliminate appointment of **CONTRACTOR** in a matter that would create a conflict of interest for **CONTRACTOR** in a particular matter.
- c. When **CONTRACTOR** is appointed as counsel in any case, **CONTRACTOR** must, within 1 day of being appointed, run a conflict check and inform the appointing court if **CONTRACTOR** has a conflict.
- d. Causes of action between the parties to this Contract pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of completion for acts or failures to act occurring prior to completion, or the date of final payment, to the **CONTRACTOR** in a particular manner.
- e. The **CITY** and the **CONTRACTOR**, respectively, bind themselves, their partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Contract.
- f. **CONTRACTOR** may engage in the private practice of law which does not conflict with **CONTRACTOR'S** professional services as Conflict Counsel pursuant to this Contract.
- g. If **CONTRACTOR** is required to substitute out of an assigned case, **CONTRACTOR** shall comply with Procedural Provisions within the Scope of Work section of this Contract and with the applicable statutes and court rules .
- h. This Contract represents the entire and integrated agreement between the City and **CONTRACTOR** and supersedes all prior negotiations, representations, contracts, or agreements, either written or oral.
- i. This Contract may be amended only by written instrument signed by both the **CITY** and the **CONTRACTOR**.
- j. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against either the **CITY** or **CONTRACTOR**.

### **V. CONSIDERATION:**

#### **Monthly Payments:**

- a. From July 1, 2020 through June 30, 2021 - The **CITY** agrees to pay the **CONTRACTOR** and the **CONTRACTOR** agrees to accept as full compensation for the performance of legal services under this contract the sum of Ten Thousand Four Hundred Eighty-Eight Dollars and Twenty Seven Cents (\$10,488.27) per month.

## **Conflict Counsel Contract FY21-FY23**

- b. From July 1, 2021 through September 30, 2021- The **CITY** agrees to pay the **CONTRACTOR** and the **CONTRACTOR** agrees to accept as full compensation for the performance of legal services under this contract the sum of Ten Thousand Eight Hundred Two Dollars and Ninety-Two Cents (\$10,802.92) per month.
- c. From October 1, 2021 through June 30, 2022 – The **CITY** agrees to pay the **CONTRACTOR** and the **CONTRACTOR** agrees to accept as full compensation for the performance of legal services under this contract the sum of Twelve Thousand and Five Hundred Dollars and Zero Cent (\$12,500.00) per month
- d. From July 1, 2022 through June 30, 2023 - The **CITY** agrees to pay the **CONTRACTOR** and the **CONTRACTOR** agrees to accept as full compensation for the performance of legal services under this contract the sum of Fourteen Thousand Five Hundred Eighty Three Dollars and Thirty-Four Cents (\$14,583.34) per month.
- e. The **CONTRACTOR** must submit a monthly billing to the First Judicial District Court, Attention: Wendy Yang, 885 Musser Street, Suite 2007, Carson City, NV 89701 or by email to WYang@carson.org and CFischer@carson.org. **CITY** has up to 30 days to process payment to **CONTRACTOR** for services rendered.
- f. In the event that a billing is for services provided to an inmate of the Nevada State Prison system, the billing shall state this information so that the **CITY** will be able to obtain reimbursement from the State of Nevada pursuant to NRS 212.070.
- g. The Indigent Defense Coordinator may appoint **CONTRACTOR** under the contract in lieu of the State Public Defender's Office if the **CONTRACTOR** previously represented the defendant.
- h. Billing statement must include; monthly billing costs, hours and rates for special cases pursuant to NRS 7.125 and that have been approved by the Judge. The compensation specified in Monthly Payments (a-d) is in lieu of the statutorily prescribed fees codified in NRS 7.125.
- i. However, if in a particular case the **CONTRACTOR** believes that the complexity of a case, the number of the factual or legal issues in a case, the severity of the offense, the time necessary to provide an adequate defense, or other special circumstances warrant an award of extraordinary fees in excess of the monthly fee paid to **CONTRACTOR** under sections (a)-(d), the **CONTRACTOR** may apply to the Indigent Defense Coordinator for additional fees as provided in the Carson City Indigent Defense Plan. These extraordinary fees may only be awarded if the Indigent Defense Coordinator or the court in which the representation was rendered finds that the amount of the excess, extraordinary payment is both reasonable and necessary to the representation of the client in the case.
- j. **CONTRACTOR** will not request Extraordinary Fees when appointed on Category A felony cases until 25 hours of work has been conducted.
- k. **CONTRACTOR** agrees to indicate that 25 hours of work has been performed and \$2,500.00 deducted from the total Extraordinary Fee Request when submitting these requests.

## **Conflict Counsel Contract FY21-FY23**

- l. The **CITY** must receive from **CONTRACTOR** notice of a request to the court for extraordinary fees when such a request is made. Under NRS 7.145 a claim for extraordinary compensation and expenses must not be paid unless it is submitted within 60 days after the appointment is terminated to the Indigent Defense Coordinator. It is hereby agreed by **CONTRACTOR, CITY** and **COURT** that **CONTRACTOR** shall submit notice of a request for extraordinary fees to **CITY** when a request for extraordinary fees is submitted to the Indigent Defense Coordinator. These provisions allow the **CITY** to adhere to minimum accounting standards and to properly budget and account for these services.
- m. The **CONTRACTOR** may secure pre-authorization or reimbursement for extraordinary investigative costs, costs required to secure experts, or costs for other services that are reasonable and necessary for a client's defense in any assigned matter, in the manner codified in NRS 7.135, 7.145 and 7.155 and under the Carson City Indigent Defense Services Plan.
- n. The expense of office space, furniture, equipment, supplies, routine investigative costs and secretarial services suitable for the conduct of the **CONTRACTOR'S** practice as required by this contract are the responsibility of the **CONTRACTOR** and are part of **CONTRACTOR'S** compensation paid pursuant to Monthly Payments of this contract and as provided in NRS 260.040(5).
- o. Mileage and travel expenses of the **CONTRACTOR** are the responsibility of the **CONTRACTOR** and are part of the compensation paid pursuant to Monthly Payments.
- p. The **CITY** does not agree to reimburse **CONTRACTOR** for expenses unless otherwise specified in this Contract.

### **VI. REQUIREMENTS OF THE DEPARTMENT OF INDIGENT DEFENSE ("DIDS"):**

- a. **CONTRACTOR** must comply with the requirements of DIDS for the provision of services to indigent persons in cases described by NRS 180.004 (an adult charged with a criminal offense for whom the appointment of counsel is ordered, or a child (minor) who is alleged to be delinquent or in need of supervision under NRS Title 5), including the workload and reporting requirements of DIDS. **CITY** may request case information reported to DIDS from DIDS or from **CONTRACTOR**.
- b. **CONTRACTOR** must comply with the Carson City Indigent Services Plan, as may be amended.
- c. **CONTRACTOR** must be registered with DIDS and meet the DIDS qualifications for representation of indigent persons.
- d. **CONTRACTOR** must provide legal representation under this **CONTRACT** to all clients in a professional, skilled manner consistent with all applicable regulations, laws, Rules of Professional Conduct, and the Nevada Indigent Defense Standards of Performance adopted by the October 16, 2008 Nevada Supreme Court Order in Administrative Docket 411.
- e. **CONTRACTOR** must generally advise a clients not to waive any substantive rights or plead guilty at the initial appearance unless, in the **CONTRACTOR's** judgment, to do otherwise is in the client's best interest.

## **Conflict Counsel Contract FY21-FY23**

- f. **CONTRACTOR** must make a reasonable efforts to meet with a client within the first 7 days following the appointment of **CONTRACTOR** as counsel in the case, and may a reasonable effort to communicate with a client at least every 30 days thereafter, unless in the **CONTRACTOR'S** judgment there are no significant updates in the client's case.



## STAFF REPORT

**Report To:** Board of Supervisors                      **Meeting Date:** June 4, 2020

**Staff Contact:** Carol Akers and Max Cortes

**Agenda Title:** For Possible Action: Discussion and possible action regarding Conflict Counsel Attorney Services Contract No. 20300004 with Noel S. Waters, to be effective July 1, 2020 through June 30, 2023 for an annual amount of \$125,859.24 in year one, with a 3% increase in year two and a 3% increase in year three, to be funded from the General Fund Courts Professional Services/Conflict Account. (Carol Akers, CAkers@carson.org and Max Cortes; Mccortes@carson.org)

**Staff Summary:** The First Judicial District Court and Justice/Municipal Court judges recommend proceeding with a three-year contract with the current conflict counsel attorney. The current attorney has agreed to waive an increase for year one of the contract. The judges expressed that it is very challenging to find this caliber of attorney to perform the work for the contracted amount. The conflict counsel attorneys have also taken on more responsibilities to comply with best practices in the Juvenile Court arena.

**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

None

### Background/Issues & Analysis

The current Conflict Counsel Attorney Services Contract will expire on June 30, 2020. The Court appoints conflict counsel during the adjudication process for individuals who have been determined indigent and when the State Public Defender's Office has a conflict of interest. The Court has negotiated the Conflict Counsel Attorney Services contract for over 15 years and has a vested interest in the attorneys' qualifications and experience to avoid appeals on the basis of ineffective assistance of counsel.

### 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: General Fund Courts Professional Services/Conflict Account 1010610-500361

Is it currently budgeted? Yes

**Explanation of Fiscal Impact:** Account 1010610 500361 will be decreased by \$125,859.24 for 2 of 3 Conflict Counsel Attorney Services Contracts. The three contracts total \$377,577.72. \$390,000 is budgeted in Fiscal Year (FY) 2021; the following two years will be appropriated in the budget annually - FY 2022 in the amount of \$388,905.12 and FY 2023 in the amount of \$400,572.

Alternatives

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

Attachments:

20300004 Draft Contract.pdf

**Board Action Taken:**

Motion: Approved  
Under Consent agenda

- 1) LB
- 2) GB

Aye/Nay

5	0

TW

(Vote Recorded By)

**PROFESSIONAL SERVICES CONSULTANT AGREEMENT****Contract No. 20300004****Title: Conflict Counsel, Noel S. Waters; Attorney at Law**

THIS CONTRACT is made and entered into this 4th day of June, 2020, by and between Carson City, a consolidated municipality, a political subdivision of the State of Nevada, hereinafter referred to as "CITY", and Noel S. Waters; Attorney at Law, 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 (does involve ) (does not involve ) a "public work" construction project, which pursuant to NRS 338.010(17) 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 ) 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. 20300004 (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 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	<u>12/31/20</u>
GL expires	<u>7/1/21</u>
PL expires	<u>7/1/21</u>
WC expires	<u>n/a</u>

## PROFESSIONAL SERVICES CONSULTANT AGREEMENT

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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:  
**(OMITTED)**

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 This Contract shall be effective from July 1, 2020, subject to Carson City Board of Supervisors' approval (anticipated to be June 4, 2020) to June 30, 2023, unless sooner terminated by either party as specified in Section 7 (CONTRACT TERMINATION).

**PROFESSIONAL SERVICES CONSULTANT AGREEMENT**

**Contract No. 20300004**

**Title: Conflict Counsel, Noel S. Waters; Attorney at Law**

**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](http://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:

Noel S. Waters, Attorney at Law  
209 N. Pratt St.  
Carson City, NV 89701  
775-461-0254  
[waterslawfirm@gmail.com](mailto:waterslawfirm@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](mailto: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 a not to exceed annual maximum amount of One Hundred Twenty Five Thousand Eight Hundred Fifty Nine Dollars and 24/100 (\$125,859.24) for year one with a 3% increase each year after through June 30, 2023, 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:**

## PROFESSIONAL SERVICES CONSULTANT AGREEMENT

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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

## PROFESSIONAL SERVICES CONSULTANT AGREEMENT

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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).

## PROFESSIONAL SERVICES CONSULTANT AGREEMENT

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7.5.1.5 **CONTRACTOR** shall provide all court appointment case files to the **CITY** or the new conflict counsel within 7 days of notification to the **CITY** that he or she is terminating the contract or closing practice or within 7 days of notification by the **CITY** that the contract is being terminated.

### 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.

## PROFESSIONAL SERVICES CONSULTANT AGREEMENT

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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.

## PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 20300004

Title: Conflict Counsel, Noel S. Waters; Attorney at Law

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 liability insurance policy 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 shall provide for a waiver of subrogation as to additional insured, unless:

13.10.1 **CONSULTANT** maintains an additional \$5,000,000.00 umbrella policy in lieu of the

## PROFESSIONAL SERVICES CONSULTANT AGREEMENT

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Waiver of Subrogation Clause.

**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 \$50,000.00 per occurrence, unless otherwise approved by **CITY**.

**13.13 Policy Cancellation:** Except for ten (10) calendar days notice for non-payment of premium, each insurance policy shall be endorsed to state that, without thirty (30) calendar days prior written notice to Carson City Purchasing and Contracts, the policy shall not be canceled, non-renewed or 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.

**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 acceptable to the State 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:** 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:**

- |         |   |
|---------|---|
| 13.20.1 | <i>Minimum Limits required:</i>   |
| 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.                           |

## PROFESSIONAL SERVICES CONSULTANT AGREEMENT

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13.20.5 Coverage shall be on an occurrence basis and shall be at least as broad as ISO 1996 form CG 00 01 (or a substitute form providing equivalent coverage), and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, civil lawsuits, Title VII actions and liability assumed under an insured contract (including the tort liability of another assumed in a business contract)

### 13.21 BUSINESS AUTOMOBILE LIABILITY INSURANCE:

13.21.1 *Minimum Limit required:*

13.21.2 One Million Dollars (\$1,000,000.00) per occurrence for bodily injury and property damage.

13.21.3 Coverage shall be for "any auto", including owned, non-owned and hired vehicles. The policy shall be written on ISO form CA 00 01 or a substitute providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

### 13.22 PROFESSIONAL LIABILITY INSURANCE (Architects, Engineers and Land Surveyors)

13.22.1 *Minimum Limit required:*

13.22.2 One Million Dollars (\$1,000,000.00).

13.22.3 Retroactive date: Prior to commencement of the performance of this Contract.

13.22.4 Discovery period: 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 of \$500,000.00 each employee per accident for bodily injury by accident or 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.

## 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

**PROFESSIONAL SERVICES CONSULTANT AGREEMENT**  
**Contract No. 20300004**  
**Title: Conflict Counsel, Noel S. Waters; Attorney at Law**

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 **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.

**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

## PROFESSIONAL SERVICES CONSULTANT AGREEMENT

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received by **CONSULTANT** 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 **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:

## PROFESSIONAL SERVICES CONSULTANT AGREEMENT

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**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(17), 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.

PROFESSIONAL SERVICES CONSULTANT AGREEMENT  
Contract No. 20300004  
Title: Conflict Counsel, Noel S. Waters; Attorney at Law

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

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: Shea Russell  
Shea Russell, Chief Financial Officer

Dated 6/12/20

CITY'S LEGAL COUNSEL

Carson City District Attorney  
I have reviewed this Contract and approve as to its legal form.

By: Benjamin Johnson  
Deputy District Attorney

Dated 6/8/2020

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

Account: 1010610 500361

By: Carol Akers

Dated 7/27/20

**PROFESSIONAL SERVICES CONSULTANT AGREEMENT**  
**Contract No. 20300004**  
**Title: Conflict Counsel, Noel S. Waters; Attorney at Law**

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.

**CONTRACTOR**  
**BY:** Noel S. Waters  
**TITLE:** Attorney at Law  
**CARSON CITY BUSINESS LICENSE #:** BL-00028766  
**Address:** 209 N. Pratt St.  
**City:** Carson City **State:** NV **Zip Code:** 89701  
**Telephone:** 775-461-0254  
**E-mail Address:** [waterslawfirm@gmail.com](mailto:waterslawfirm@gmail.com)

Noel S. Waters  
(Signature of Consultant)

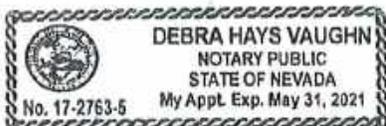
DATED July 1, 2020

STATE OF NEVADA )  
County of CARSON CITY ) ss

Signed and sworn (or affirmed before me on this 1 day of JULY, 2020.

Debra Hays Vaughn  
(Signature of Notary)

(Notary Stamp)



**PROFESSIONAL SERVICES CONSULTANT AGREEMENT**

**Contract No. 20300004**

**Title: Conflict Counsel, Noel S. Waters; Attorney at Law**

**CONTRACT ACCEPTANCE AND EXECUTION:**

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of June 4, 2020 approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 20300004**. Further, the Board of Supervisors authorizes the Mayor of Carson City, Nevada to set his hand to this document and record his signature for the execution of this Contract in accordance with the action taken.

**CARSON CITY, NEVADA**



**ROBERT L. CROWELL, MAYOR**

DATED this 4th day of June, 2020.

**ATTEST:**



**AUBREY ROWLATT, CLERK-RECORDER**

DATED this 4th day of June, 2020.



## Conflict Counsel Contract FY21-FY23

### CONTRACTOR SERVICES:

1. The **CONTRACTOR** hereby agrees to perform the services of an attorney in the defense of indigent adults charged with a public offense and when the court for cause is required to disqualify the State Public Defender.
2. The **CONTRACTOR** agrees to perform the services of an attorney for a child alleged to be delinquent or in need of supervision where the Court orders the appointment of an attorney in accord with NRS 62.085 and when the Court for cause is required to disqualify the State Public Defender.
3. The **CONTRACTOR** agrees to perform the services of an attorney for a parent or other person responsible for a child's welfare when that parent or other person is alleged to have abused or neglected that child and the court orders the appointment of **CONTRACTOR** pursuant to NRS 432B.420 and when the court for cause is required to disqualify the State Public Defender.
4. The **CONTRACTOR** agrees to actively participate and attend meetings to adhere to the best practices and standards adopted by the First Judicial District Court - Juvenile Court Division and the Carson City Justice/Municipal Court.
5. The **CONTRACTOR** agrees to perform the services of an attorney for a person against whom proceedings are commenced to revoke any probation which was granted to that person, provided that the Court appoints **CONTRACTOR** on the matter to represent that person at the probation revocation proceedings and the person is indigent and when the Court for cause is required to disqualify the State Public Defender.
6. The **CONTRACTOR** agrees to perform the duties required by NRS 260.050 (County public defenders).
7. The **CONTRACTOR** agrees to perform the services of an attorney to represent a child or parent in any proceeding for terminating parental rights, or any rehearing or appeal where the Court orders the appointment of an attorney in accord with NRS 128.100 and when the Court for cause is required to disqualify the State Public Defender.
8. The **CONTRACTOR** agrees to perform services of an attorney for fees pursuant to NRS 7.125 – 7.165 on cases appointed by the Court for the convenience of the Court, where there is no disqualification of the public defender.

### SCOPE OF WORK:

The parties agree that the scope of work for the **CONTRACTOR** shall be as follows:

- a. The **CITY** contracts with the **CONTRACTOR** to provide the professional and legal services of an attorney for the conflict cases and when the court for cause is required to disqualify the State Public Defender.
- b. The **CONTRACTOR** shall provide all required professional services as necessary to satisfy the intended purposes of this Contract.
- c. Such services shall be performed in accordance with this Contract and shall not be altered

## Conflict Counsel Contract FY21-FY23

except by written consent of both parties.

d. The professional services described in the succeeding paragraphs must be performed in a professional, competent and effective manner given the law applicable to the particular matter for which legal services are being rendered and the applicable rules and standards of professional responsibility.

e. The **CITY** is contracting for the professional services of the **CONTRACTOR**.

f. If **CONTRACTOR** practices law with a law firm, another lawyer within the firm may appear for **CONTRACTOR** at any stage of the proceeding.

g. However, no additional compensation shall be paid to the **CONTRACTOR** or the other lawyer in **CONTRACTOR'S** firm by virtue of this change.

h. In performing the professional services described in the Scope of Work to be performed by the **CONTRACTOR** under this Contract shall be as follows:

- i. Conduct interviews;
- ii. Perform or supervise the performance of necessary investigation;
- iii. Conduct necessary preparation;
- iv. Promptly appear at all Court hearings concerning the assigned matter including, but not limited to, preliminary hearing, arraignment, pretrial writ or motion hearings, trial and sentencing as required to provide a full professional defense of the matter;
- v. Be required to represent the person in the assigned matter on any appeal to the First Judicial District Court or Nevada Supreme Court whether based upon a preliminary matter, final judgment, or other matters required in this Contract.
- vi. **CONTRACTOR** shall represent indigent defendants on all matters deemed appropriate by the Court and any other pending or trailing matter that the State Public Defender was previously appointed.
- vii. The **CONTRACTOR** agrees to staff and maintain an office in Carson City, Nevada and furnish to the Justice Courts, District Courts, Specialty Courts, Juvenile Court, Sheriff's Department and District Attorney a telephone number for use after normal office hours in any emergency that may arise where the **CONTRACTOR'S** services are requested pursuant to the terms of this contract.

### PROCEDURAL PROVISIONS:

If, in the interests of justice, the **CONTRACTOR** is required to substitute out of an assigned case, the **CONTRACTOR** shall petition the Court for approval of the substitution.

- a. The Court will make reasonable efforts to appoint and substitute in one of the **CONTRACTORS** in the **CITY'S** contracted conflict counsel.

## Conflict Counsel Contract FY21-FY23

- b. **CONTRACTOR** shall be allowed to substitute out of an assigned case if the Defendant of the assigned case has sought to retain **CONTRACTOR** prior to, or before knowledge of, the assignment. **CONTRACTOR** shall notify the Court in writing of the conflict, and the Court will make reasonable efforts to appoint and substitute in one of the **CONTRACTORS** in the City's contracted conflict counsel.
- c. If the **CITY'S** other contract **CONTRACTORS** cannot properly be substituted in to the **CONTRACTOR'S** assigned case, the Court may appoint and order the compensation of another non-contract lawyer in the manner provided in NRS 7.115 to 7.165, inclusive.
- d. The Court may request periodic time summaries from the **CONTRACTOR** in a form prescribed by the Court.
- e. These time summaries will report the amount of time necessary and reasonable spent for travel, investigation, research, trial preparation and hearings as well as trials.
- f. These time summaries will be filed with the Court at the conclusion of each assigned case and sealed by the Clerk of Court until requested by the Court.
- g. These time reports may be made available by the Clerk of Court for audit by the **CITY'S** representative.
- h. **CONTRACTOR** shall report quarterly to the Court Technology Coordinator or their designee the following information:
  - i. Adult criminal cases: (1) number of cases opened; (2) types of offenses (with a breakdown of felony, gross misdemeanor, misdemeanor, and court); (3) number of cases closed/concluded and summary of reason for closure; and, (4) other pertinent information requested by the Court Technology Coordinator or their designee.
  - ii. Extraordinary Cases/Capital Cases: (1) Number of cases pending; (2) additional costs incurred and charged to the City on the case; (3) other pertinent information requested by the Court Technology Coordinator or their designee.
  - iii. Juvenile Cases: (1) number of cases opened; (2) types of offenses (with a breakdown of felony/misdemeanor and court); (3) number of cases closed/concluded and summary of reason for closure; (4) number of probation violations handled and resolved; (5) number of parole violations handled and resolved; and, (6) other pertinent information requested by the Court Technology Coordinator or their designee.
  - iv. NRS 432B Cases: (1) number of cases opened; (2) number of children represented; (3) number of adults represented; and, (4) other pertinent information requested by the Court Technology Coordinator or their designee.
  - v. Probation and Parole Violations: (1) number of cases opened, separated by probation and parole violation; (2) number of cases closed/concluded and summary of reason for

## Conflict Counsel Contract FY21-FY23

- closure; and, (3) other pertinent information requested by the Court Technology Coordinator.
- vi. **CONTRACTOR** shall provide this information in a format approved by and acceptable to the Court Technology Coordinator or their designee. A sample form will be provided to the **CONTRACTOR** by the Court.
  - vii. If any State statute in effect now or hereinafter enacted requires public defenders to provide certain information or reports, **CONTRACTOR** agrees to provide and maintain that information at no additional cost to the **CITY**.
  - viii. **CONTRACTOR** is not required to provide any information which would compromise client confidentiality or violate any laws or rules of professional conduct. In case of a dispute, the **CONTRACTOR** should attempt to resolve the matter with the Court Technology Coordinator or their designee and, if necessary, the Board of Supervisors.
  - ix. Nothing in this paragraph shall be construed in a manner that violates the confidence of the client or the attorney-client privilege contained in Court rules or statutes.

### MISCELLANEOUS PROVISIONS:

- a. The **CITY** and the **CONTRACTOR** acknowledge that the City may contract with other lawyers in the same manner and for the same purposes as **CONTRACTOR**.
- b. It is agreed by the **CITY** and the **CONTRACTOR** that this Contract, if entered into, will enable appointments to be made by the Court, on a rotating basis and to eliminate appointment of **CONTRACTOR** in a matter that would create a conflict of interest for **CONTRACTOR** in a particular matter.
- c. Causes of action between the parties to this Contract pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of completion for acts or failures to act occurring prior to completion, or the date of final payment, to the **CONTRACTOR** in a particular manner.
- d. The **CITY** and the **CONTRACTOR**, respectively, bind themselves, their partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Contract.
- e. **CONTRACTOR** may engage in the private practice of law which does not conflict with **CONTRACTOR'S** professional services as Conflict Counsel pursuant to this Contract.
- f. If **CONTRACTOR** is required to substitute out of an assigned case, **CONTRACTOR** shall comply with Procedural Provisions within the Scope of Work section of this Contract.
- g. This Contract represents the entire and integrated agreement between the City and **CONTRACTOR** and supersedes all prior negotiations, representations, contracts, or agreements, either written or oral.

## Conflict Counsel Contract FY21-FY23

- h. This Contract may be amended only by written instrument signed by both the **CITY** and the **CONTRACTOR**.
- i. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against either the **CITY** or **CONTRACTOR**.

### CONSIDERATION:

#### Monthly Payments:

- a. From July 1, 2020 through June 30, 2021 - The **CITY** agrees to pay the **CONTRACTOR** and the **CONTRACTOR** agrees to accept as full compensation for the performance of legal services under this contract the sum of Ten Thousand Four Hundred Eighty-Eight Dollars and Twenty Seven Cents (\$10,488.27) per month.
- b. From July 1, 2021 through June 30, 2022 - The **CITY** agrees to pay the **CONTRACTOR** and the **CONTRACTOR** agrees to accept as full compensation for the performance of legal services under this contract the sum of Ten Thousand Eight Hundred Two Dollars and Ninety-Two Cents (\$10,802.92) per month.
- From July 1, 2022 through June 30, 2023 - The **CITY** agrees to pay the **CONTRACTOR** and the **CONTRACTOR** agrees to accept as full compensation for the performance of legal services under this contract the sum of Eleven Thousand One Hundred Twenty Seven Dollars (\$11,127.00) per month.
- c. The **CONTRACTOR** will submit a billing to the First Judicial District Court, Attention: Wendy Yang, 885 Musser Street, Suite 2007, Carson City, NV 89701 or by email to WYang@carson.org and CFischer@carson.org. **CITY** has up to 30 days to process payment to **CONTRACTOR** for services rendered.
- d. In the event that a billing is for services provided to an inmate of the Nevada State Prison system, the billing shall state this information so that the **CITY** will be able to obtain reimbursement from the State of Nevada pursuant to NRS 212.070.
- e. The Court may appoint **CONTRACTOR** under the contract if the **CONTRACTOR** previously represented the defendant or if it is in the best interest of the court for judicial efficiency to appoint the **CONTRACTOR** in lieu of the State Public Defender's Office.
- f. Billing statement must include; monthly billing costs, hours and rates for special cases pursuant to NRS 7.125 and that have been approved by the Judge. The compensation specified in Monthly Payments (a-c) is in lieu of the statutorily prescribed fees codified in NRS 7.125.

## Conflict Counsel Contract FY21-FY23

- g. However, the Court can, for reasons specified in NRS 7.125 (4) (a)-(d), award extraordinary fees to **CONTRACTOR** in a particular matter which are over and above the compensation specified in Monthly Payments, provided that the statutorily prescribed procedures contained in NRS 7.125 (4) are complied with.
- h. **CONTRACTOR** will not request Extraordinary Fees pursuant to NRS 7.125 (4) (a)-(d) when appointed on Category A cases pursuant to NRS 7.125 until 25 hours of work has been conducted.
- i. **CONTRACTOR** agrees to indicate that 25 hours of work has been performed and \$2,500.00 deducted from the total Extraordinary Fee Request when submitting these requests to the District Court Judges.
- j. The **CITY** must receive from **CONTRACTOR** notice of a request to the court for extraordinary fees when such a request is made. The **CITY** and **COURT** recognize NRS 7.145, which states that a claim for compensation and expenses made pursuant to NRS 7.125 or 7.135 must not be paid unless it is submitted within 60 days after the appointment is terminated to: a) The magistrate in cases in which the representation was rendered exclusively before him; and b) The district court in all other cases. It is hereby agreed by **CONTRACTOR**, **CITY** and **COURT** that **CONTRACTOR** shall submit notice of a request for extraordinary fees pursuant to 6.1. These provisions allow the **CITY** to adhere to minimum accounting standards and to properly budget and account for these services.
- k. The **CONTRACTOR** may secure reimbursement from the **CITY** for extraordinary investigative costs, required to secure expert or other services necessary for the adequate defense in any assigned matter, in the statutorily prescribed manner codified in NRS 7.135, 7.145 and 7.155.
- l. The **CONTRACTOR** may secure reimbursement from the **CITY** for minor investigative, expert or other services necessary for adequate defense in the statutorily prescribed manner for court-appointed counsel for costs up to \$1,000.00. If extraordinary investigative fees are needed, a separate request should be submitted.
- m. The expense of office space, furniture, equipment, supplies, routine investigative costs and secretarial services suitable for the conduct of the **CONTRACTOR'S** practice as required by this contract are the responsibility of the **CONTRACTOR** and part of **CONTRACTOR'S** compensation paid pursuant to Monthly Payments of this contract and as provided in NRS 260.040 (5).
- n. Mileage and travel expenses of the **CONTRACTOR** are the responsibility of the **CONTRACTOR** and are part of the compensation paid pursuant to Monthly Payments.
- o. The **CITY** does not agree to reimburse **CONTRACTOR** for expenses unless otherwise specified.





## STAFF REPORT

**Report To:** Board of Supervisors

**Meeting Date:** May 4, 2023

**Staff Contact:** Carol Akers, Purchasing and Contracts Administrator and Nancy Paulson, City Manager

**Agenda Title:** For Possible Action: Discussion and possible action regarding a proposed amendment, effective April 15, 2023, to Conflict Counsel Attorney Services Contract No. 20300005-C, with Daniel J. Spence, for conflict counsel services effective June 2, 2022 through June 30, 2023, increasing the amount of the contract by \$2,500 for April 2023 and \$5,000 per month for May 1, 2023 through June 30, 2023 to accept indigent defense cases normally handled by the Nevada State Public Defender's Office ("PD"), for a new total contract amount not to exceed \$200,000.08. (Carol Akers, cakers@carson.org and Nancy Paulson, npaulson@carson.org)

Staff Summary: Carson City contracts with the PD to provide representation and services to an indigent person; however, on April 3, 2023, the City received a letter from the PD stating that due to severe understaffing, the PD would no longer be able to accept new cases for Category B through E felonies and gross misdemeanors and will also be seeking to withdraw from some existing felony cases. To ensure indigent defendants receive timely and effective assistance of counsel, Mr. Spence has agreed to take certain cases from the PD to provide legal representation.

**Agenda Action:** Formal Action / Motion

**Time Requested:** Consent

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### **Proposed Motion**

I move to approve the amendment as presented.

### **Board's Strategic Goal**

Efficient Government

### **Previous Action**

June 2, 2022 (Item 13A) - The Board of Supervisors approved Contract No. 20300005-C, with Daniel J. Spence, effective June 2, 2022 through June 30, 2023, for a total contract amount of \$187,500.08.

### **Background/Issues & Analysis**

Pursuant to Carson City's Indigent Defense Services Plan ("Plan"), unless a court is aware of a conflict for the PD or any other reason specified in the Plan as to why the PD should not be appointed as counsel, the court must first appoint the PD to represent an eligible indigent person. Carson City has contracted with the PD to provide representation and services to indigent persons in Carson City for over 25 years. In addition, Carson City has three conflict counsel contracts to represent indigent persons when the PD has a conflict.

The City was notified on March 31, 2023, that effective immediately the PD is unable to accept any new cases and would also be moving to withdraw from existing felony cases. Due to severe understaffing, they would be unable to fulfill their obligations to additional clients which they believe creates a conflict that prevents them from

accepting additional cases. The City's indigent defense coordinator has attempted to assign cases referred from the PD to private attorneys; however, it has been difficult to find attorneys for all the cases.

To ensure indigent defendants receive timely and effective assistance of counsel, the City's three conflict counsel attorneys have indicated that they would be willing to take on the cases from the PD on a short-term basis for an additional cost of \$12,500 each through June 30, 2023.

**Applicable Statute, Code, Policy, Rule or Regulation**

NRS 332.115; Board of Indigent Defense Services regulations; Carson City Indigent Defense Plan

**Financial Information**

**Is there a fiscal impact?** Yes

**If yes, account name/number:** General Fund Conflict Counsel Account 1010610-500361

**Is it currently budgeted?** No

**Explanation of Fiscal Impact:** The additional \$12,500 for the contract with Mr. Spence will need to be added to the conflict counsel budget during the June 2023 budget augmentations. In addition, the City has received confirmation from the State that the City will be reimbursed for additional costs incurred due to the inability of the PD to perform indigent defense services to Carson City.

**Alternatives**

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

**Attachments:**

[PD letter 4\\_3\\_23.pdf](#)

[20300005-C Amendment 1.pdf](#)

[20300005-C Executed Contract.pdf](#)

**Board Action Taken:**

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

\_\_\_\_\_  
(Vote Recorded By)



## NEVADA STATE PUBLIC DEFENDER

CHRIS ARABIA  
STATE PUBLIC DEFENDER  
CRARABIA@NSPD.NV.GOV

511 E. ROBINSON ST., STE. 1  
CARSON CITY, NV 89701  
PH: (775) 684-1080  
FAX: (775) 687-4993  
PUBLICDEFENDER@NSPD.NV.GOV

April 3, 2023

Nancy Paulson  
Carson City Manager  
201 N. Carson St., Suite 2  
Carson City, NV 89701

Dear Ms. Paulson:

As we discussed on March 31 and effective immediately, this office is unable to accept any new cases of the following types:

- Category B felonies;
- Category C felonies,
- Category D felonies;
- Category E felonies;
- and Gross Misdemeanors.

We will review Category A felony matters on a case-by-case basis to determine how to proceed. We will also be moving to withdraw from some existing felony cases.

These measures are necessary because severe understaffing (aggravated by our inability to offer competitive salaries) leaves us without sufficient personnel to provide effective representation in additional cases. Therefore, we are unable to fulfill our obligations to additional clients and this creates a conflict that prevents us from accepting additional cases.

Our hope is that we will be able to resume our regular intake in 60 days or less, but the length of this pause is presently unknown.

Sincerely,

A handwritten signature in blue ink, appearing to read "Chris Arabia", is written over a horizontal line.

Chris Arabia

cc: Cody Drews

**AMENDMENT FOR CONTRACT**

Contract No.: 20300005-C  
Title: Contract Conflict Counsel, Daniel J. Spence; Attorney at Law  
Amendment No.: 1

If Consideration will be amended, please indicate amount: Increase \$12,500.

Reason for amendment: To increase amount of the contract by \$2,500 for April 2023 and \$5,000 per month for May 1, 2023 through June 30, 2023 to accept indigent defense cases normally handled by the Nevada State Public Defender's Office, for a new total contract amount not to exceed \$200,000.08.

It is also agreed, that all unaffected conditions, requirements, and restrictions of Contract No. 20300005-C 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.

**CONSULTANT**

Approved by:

Conflict Counsel:

Name/Title: Daniel J. Spence, Attorney at Law

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

**CITY**

Approved by:

City Department: Executive Office

Name/Title: Nancy Paulson, City Manager

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: Todd Reese, Deputy District Attorney

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

**AMENDMENT FOR CONTRACT**

Contract No.: 20300005-C  
Title: Contract Conflict Counsel, Daniel J. Spence; Attorney at Law  
Amendment No.: 1

**CONTRACT ACCEPTANCE AND EXECUTION:**

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of May 4, 2023, approved the acceptance of the attached Amendment for Contract hereinbefore identified as Amendment No. 1 to CONTRACT No. 20300005-C. 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 4th day of May 2023.

ATTEST:

\_\_\_\_\_  
WILLIAM SCOTT HOEN, CLERK RECORDER

DATED this 4th day of May 2023.



## STAFF REPORT

**Report To:** Board of Supervisors                      **Meeting Date:** June 2, 2022

**Staff Contact:** Carol Akers, Purchasing & Contracts Administrator and Nancy Paulson, City Manager

**Agenda Title:** For Possible Action: Discussion and possible action regarding Conflict Counsel Attorney Services Contract No. 20300005-C for the provision of conflict counsel services in the First Judicial District Court and the Carson City Justice/Municipal Court from June 2, 2022 through June 30, 2022 in the amount of \$12,500 and \$14,583.34 per month thereafter for Fiscal Year ("FY") 2023, for a total amount of \$187,500.08, to be awarded to one of the following attorneys: Daniel J. Spence, Andrew Coates, Christopher Day, Richard Molezzo, Maria Pence or Paul Yohey. (Carol Akers; CAkers@carson.org and Nancy Paulson, NPaulson@carson.org)

**Staff Summary:** Carson City previously contracted with John E. Malone to provide conflict counsel services to indigent defendants. Mr. Malone recently resigned, effective May 20, 2022. Carson City advertised the position and received letters of interest and resumes from six applicants. The Board of Supervisors ("Board") may award the contract to any of these applicants who submitted a letter of interest. Staff recommends awarding the contract to Daniel J. Spence.

**Agenda Action:** Formal Action / Motion                      **Time Requested:** 15 minutes

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### Proposed Motion

I move to award the contract as presented to Daniel J. Spence [or another applicant at the discretion of the Board].

### Board's Strategic Goal

Efficient Government

### Previous Action

On September 16, 2021, the Board approved contract (20300005-B) with John E. Malone.

### Background/Issues & Analysis

Carson City contracts with three conflict counsel to provide indigent defense services in the First Judicial District Court and the Carson City Justice/Municipal Court. Mr. Malone, one of the attorneys providing these services, tendered his resignation, effective May 20, 2022. Due to the nature of Mr. Malone's cases and clients, it is imperative to have as little lapse as possible in the representation of his former clients.

Pursuant to the new Indigent Defense Representation Plan, the Board is required to select the conflict counsel. An announcement soliciting letters of interest for the contract was published in the Nevada Appeal and circulated to the Washoe County Bar Association and the First Judicial District Bar Association. Letters of interest and resumes were received from Daniel J. Spence, Andrew Coates, Christopher Day, Richard Molezzo, Maria Pence and Paul Yohey. The judges of the First Judicial District and the Carson City

Justice/Municipal Court recommend Daniel J. Spence to the Board. City staff also recommends Mr. Spence because he was previously awarded a prior conflict counsel contract and provided excellent indigent defense services in the courts.

**Applicable Statute, Code, Policy, Rule or Regulation**

NRS 332.115

**Financial Information**

Is there a fiscal impact? Yes

If yes, account name/number: General Fund Conflict Council Account / 1010610-500361

Is it currently budgeted? Yes

**Explanation of Fiscal Impact:** Funds from the General Fund Conflict Council Account 1010610-500361 will be allocated to the new conflict counsel contract. The FY 2022 remaining budget from John E. Malone's contract (20300005-B) is \$12,500 and for FY 2023 there is a total of \$175,000.08 available.

**Alternatives**

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

**Attachments:**

Resignation John Malone 4-20220001.pdf

Letter to Board of Supervisors Conflict Counsel Recommendation.pdf

All Submissions.pdf

20300005-C Draft Contract.pdf

**Board Action Taken:**

Motion: Approve/Award

- 1) SG
- 2) MW

Aye/Nay

5-0-0

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TW

\_\_\_\_\_  
(Vote Recorded By)

**PROFESSIONAL SERVICES CONSULTANT AGREEMENT**

**Contract No. 20300005-C**

**Title: Conflict Counsel, Daniel J. Spence; Attorney at Law**

THIS CONTRACT is made and entered into this 2<sup>nd</sup> day of June, 2022 by and between Carson City, a consolidated municipality, a political subdivision of the State of Nevada, hereinafter referred to as “**CITY**”, and Daniel J. Spence; Attorney at Law, 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 (does involve\_\_\_) (does not involve \_X\_) a “public work” construction project, which pursuant to NRS 338.010(17) 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. 20300005-C** (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 **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 12/31/22
GL expires 6/12/23
Auto expires 6/12/23
WC expires affidavit

## PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 20300005-C

Title: Conflict Counsel, Daniel J. Spence; Attorney at Law

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:  
**(OMITTED)**

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 June 2, 2022, subject to Carson City Board of Supervisors' approval (anticipated to be June 2, 2022) and ends on June 30, 2023, unless sooner terminated by either party as specified in Section 7 (CONTRACT TERMINATION).

## PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 20300005-C

Title: Conflict Counsel, Daniel J. Spence; Attorney at Law

### 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](http://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:

Daniel J. Spence, Attorney at Law  
318 N. Carson Street, Suite 209  
Carson City, NV 89701  
775-721-9944  
[danielspencelaw@gmail.com](mailto:danielspencelaw@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](mailto: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 Scope of Work Fee Schedule for a total not to exceed maximum amount of One Hundred Dollars and 08/100 (\$187,500.08), in the amount of \$12,500 for the month of June 2022, and \$14,583.34 per month from July 1, 2022 through June 30, 2023, 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:

## PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 20300005-C

Title: Conflict Counsel, Daniel J. Spence; Attorney at Law

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 subcontractant 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

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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).

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7.5.1.5 **CONTRACTOR** shall provide all court appointment case files to the **CITY** or the new conflict counsel within 7 days of notification to the **CITY** that he or she is terminating the contract or closing practice or within 7 days of notification by the **CITY** that the contract is being terminated.

## 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,

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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.

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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 liability insurance policy 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 shall provide for a waiver of subrogation as to additional insured, unless:

13.10.1 **CONSULTANT** maintains an additional \$5,000,000.00 umbrella policy in lieu of the

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Waiver of Subrogation Clause.

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 \$50,000.00 per occurrence, unless otherwise approved by **CITY**.

13.13 **Policy Cancellation:** Except for ten (10) calendar days notice for non-payment of premium, each insurance policy shall be endorsed to state that; without thirty (30) calendar days prior written notice to Carson City Purchasing and Contracts, the policy shall not be canceled, non-renewed or 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.

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 acceptable to the State 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:** 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:**

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.

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13.20.5 Coverage shall be on an occurrence basis and shall be at least as broad as ISO 1996 form CG 00 01 (or a substitute form providing equivalent coverage); and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, civil lawsuits, Title VII actions and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

### 13.21 BUSINESS AUTOMOBILE LIABILITY INSURANCE:

13.21.1 *Minimum Limit required:*

13.21.2 One Million Dollars (\$1,000,000.00) per occurrence for bodily injury and property damage.

13.21.3 Coverage shall be for "any auto", including owned, non-owned and hired vehicles. The policy shall be written on ISO form CA 00 01 or a substitute providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

### 13.22 PROFESSIONAL LIABILITY INSURANCE (Architects, Engineers and Land Surveyors)

13.22.1 *Minimum Limit required:*

13.22.2 One Million Dollars (\$1,000,000.00).

13.22.3 Retroactive date: Prior to commencement of the performance of this Contract.

13.22.4 Discovery period: 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 of \$500,000.00 each employee per accident for bodily injury by accident or 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.

## 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

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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 **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.

**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

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received by **CONSULTANT** 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 **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:

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**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(17), 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.

**PROFESSIONAL SERVICES CONSULTANT AGREEMENT**  
**Contract No. 20300005-C**  
**Title: Conflict Counsel, Daniel J. Spence; Attorney at Law**

**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  
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](mailto:CAkers@carson.org)

By: Paula Spence Deputy CFO  
Sheri Russell, Chief Financial Officer for Sheri Russell  
Dated 6/21/2022

**CITY'S LEGAL COUNSEL**

Carson City District Attorney

I have reviewed this Contract and approve as to its legal form.

By: [Signature]  
Deputy District Attorney  
Dated 6/3/2022

**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: Carol Akers  
Dated 6/21/2022

Account: 1010610 500361

**CONTACT PERSON:**

Max Cortes  
Telephone: 775-283-7249

**PROFESSIONAL SERVICES CONSULTANT AGREEMENT**

**Contract No. 20300005-C**

**Title: Conflict Counsel, Daniel J. Spence; Attorney at Law**

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.

**CONTRACTOR**

**BY:** Daniel J. Spence

**TITLE:** Attorney at Law

**CARSON CITY BUSINESS LICENSE #:** BL-000148

**Address:** 177 East Seventh Street

**City:** Carson City      **State:** NV      **Zip Code:** 89701

**Telephone:** 775-721-9944

**E-mail Address:** [danielspencelaw@gmail.com](mailto:danielspencelaw@gmail.com)

  
\_\_\_\_\_  
(Signature of Consultant)

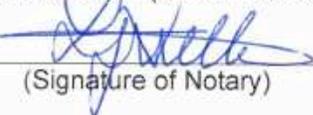
**DATED** 6-7-22 \_\_\_\_\_

**STATE OF** Nevada \_\_\_\_\_ )

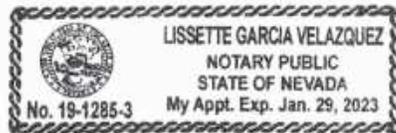
**County of** Carson City \_\_\_\_\_ )

)ss

Signed and sworn (or affirmed before me on this 7<sup>th</sup> day of June, 2022.

  
\_\_\_\_\_  
(Signature of Notary)

(Notary Stamp)

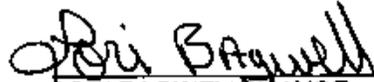


**PROFESSIONAL SERVICES CONSULTANT AGREEMENT**  
**Contract No. 20300005-B**  
**Title: Conflict Counsel, John E. Malone; Attorney at Law**

**CONTRACT ACCEPTANCE AND EXECUTION:**

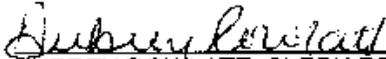
The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of September 16, 2021, approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 20300005-B**. Further, the Board of Supervisors authorizes the Mayor of Carson City, Nevada to sign this 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 16<sup>th</sup> day of September 2021.

**ATTEST:**

  
AUBREY ROWLATT, CLERK-RECORDER

DATED this 16th day of September 2021.

**PROFESSIONAL SERVICES CONSULTANT AGREEMENT**  
**Contract No. 20300005-C**  
**Title: Conflict Counsel, Daniel J. Spence; Attorney at Law**

**SAMPLE INVOICE**

Invoice Number: \_\_\_\_\_  
 Invoice Date: \_\_\_\_\_  
 Invoice Period: \_\_\_\_\_

Invoice shall be submitted to:

Carson City District Court  
 Attn: Wendy Yang, [WYang@carson.org](mailto:WYang@carson.org)  
 885 East Musser St, Suite 2007  
 Carson City NV 89701

Line Item #	Description	Unit Cost	Units Completed	Total \$\$
<b>Total for this invoice</b>				

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**

## Conflict Counsel Contract FY21-FY23

### I. CONTRACTOR SERVICES:

- a. The **CONTRACTOR** hereby agrees to perform the services of an attorney in the defense of indigent adults charged with a public offense and when the court for cause is required to disqualify the State Public Defender.
- b. The **CONTRACTOR** agrees to perform the services of an attorney for a child alleged to be delinquent or in need of supervision where the Court orders the appointment of an attorney in accord with NRS 62.085 and when the Court for cause is required to disqualify the State Public Defender.
- c. The **CONTRACTOR** agrees to perform the services of an attorney for a parent or other person responsible for a child's welfare when that parent or other person is alleged to have abused or neglected that child and the court orders the appointment of **CONTRACTOR** pursuant to NRS 432B.420 and when the court for cause is required to disqualify the State Public Defender.
- d. The **CONTRACTOR** agrees to actively participate and attend meetings to adhere to the best practices and standards adopted by the First Judicial District Court, the First Judicial District Court - Juvenile Court Division, and the Carson City Justice/Municipal Court.
- e. The **CONTRACTOR** agrees to perform the services of an attorney for a person against whom proceedings are commenced to revoke any probation which was granted to that person, provided that the Court appoints **CONTRACTOR** on the matter to represent that person at the probation revocation proceedings and the person is indigent and when the Court for cause is required to disqualify the State Public Defender.
- f. The **CONTRACTOR** agrees to perform the duties required by NRS 260.050 (County public defenders).
- g. The **CONTRACTOR** agrees to perform the services of an attorney to represent a child or parent in any proceeding for terminating parental rights, or any rehearing or appeal where the Court orders the appointment of an attorney in accord with NRS 128.100 and when the Court for cause is required to disqualify the State Public Defender.
- h. The **CONTRACTOR** agrees to perform services of an attorney for fees pursuant to NRS 7.125 – 7.165 on cases appointed by the Court for the convenience of the Court, where there is no disqualification of the public defender.

### II. SCOPE OF WORK:

The parties agree that the scope of work for the **CONTRACTOR** shall be as follows:

- a. The **CITY** contracts with the **CONTRACTOR** to provide the professional and legal services of an attorney for conflict cases when the First Judicial District Court or the Carson City Justice/Municipal Court for cause is required to disqualify the State Public Defender.
- b. The **CONTRACTOR** shall provide all required professional services as necessary to satisfy the intended purposes of this Contract.

## Conflict Counsel Contract FY21-FY23

- c. Such services shall be performed in accordance with this Contract and shall not be altered except by written consent of both parties.
- d. The professional services described in the succeeding paragraphs must be performed in a professional, competent and effective manner given the law applicable to the particular matter for which legal services are being rendered and the applicable rules and standards of professional responsibility.
- e. The **CITY** is contracting for the professional services of the **CONTRACTOR**.
- f. **CONTRACTOR** must personally handle the cases in which **CONTRACTOR** has been appointed as counsel. However, in the event that **CONTRACTOR** is unable to personally appear at any stage of the court proceeding, **CONTRACTOR** may have another conflict counsel or, if **CONTRACTOR** practices law with a law firm, have another lawyer within **CONTRACTOR's** firm appear for **CONTRACTOR**, provided that **CONTRACTOR**, provided that **CONTRACTOR** has adequately briefed the appearing conflict counsel or lawyer to enable the appearing conflict counsel or lawyer to provide effective assistance of counsel. **CONTRACTOR** may not transfer the case to another attorney without substitution of counsel being approved by the court.
- g. However, no additional compensation shall be paid to the **CONTRACTOR** or the other lawyer in **CONTRACTOR'S** firm by virtue of this change.
- h. In performing the professional services described in the Scope of Work to be performed by the **CONTRACTOR** under this Contract shall be as follows:
  - i. Conduct interviews;
  - ii. Perform or supervise the performance of necessary investigation;
  - iii. Conduct necessary preparation;
  - iv. Promptly appear at all Court hearings concerning the assigned matter including, but not limited to, preliminary hearing, arraignment, pretrial writ or motion hearings, trial and sentencing as required to provide a full professional defense of the matter;
  - v. Be required to represent the person in the assigned matter on any appeal to the First Judicial District Court or Nevada Supreme Court whether based upon a preliminary matter, final judgment, or other matters required in this Contract.
  - vi. **CONTRACTOR** shall represent indigent defendants on all matters deemed appropriate by the Court and any other pending or trailing matter that the State Public Defender was previously appointed.
  - vii. The **CONTRACTOR** agrees to staff and maintain an office in Carson City, Nevada and furnish to the Justice Courts, District Courts, Specialty Courts, Juvenile Court, Sheriff's Department and District Attorney a telephone number for use after normal office hours in

## Conflict Counsel Contract FY21-FY23

any emergency that may arise where the **CONTRACTOR'S** services are requested pursuant to the terms of this contract.

### III. PROCEDURAL PROVISIONS:

If, in the interests of justice, the **CONTRACTOR** is required to substitute out of an assigned case, the **CONTRACTOR** shall petition the Court for approval of the substitution.

- a. The Court will make reasonable efforts to appoint and substitute in one of the **CONTRACTORS** in the **CITY'S** contracted conflict counsel.
- b. **CONTRACTOR** shall be allowed to substitute out of an assigned case if the Defendant of the assigned case has sought to retain **CONTRACTOR** prior to, or before knowledge of, the assignment. **CONTRACTOR** shall notify the Court in writing of the conflict, and the Court will make reasonable efforts to appoint and substitute in one of the **CONTRACTORS** in the City's contracted conflict counsel.
- c. If the **CITY'S** other contract **CONTRACTORS** cannot properly be substituted into the **CONTRACTOR'S** assigned case, the Court may appoint and order the compensation of a non-contract lawyer.
- d. The Indigent Defense Coordinator may request periodic time summaries from the **CONTRACTOR** in a form prescribed by the Indigent Defense Coordinator.
- e. These time summaries will report the amount of time necessary and reasonable spent for travel, investigation, research, trial preparation and hearings as well as trials.
- f. These time summaries will be provided to the Indigent Defense Coordinator at the conclusion of each assigned case. The time summaries may be requested by the Court.
- g. These time reports may be made available by the Indigent Defense Coordinator for audit by the **CITY'S** representative.
- h. If any State statute in effect now or hereinafter enacted requires public defenders to provide certain information or reports, **CONTRACTOR** agrees to provide and maintain that information at no additional cost to the **CITY**.
- i. **CONTRACTOR** is not required to provide any information which would compromise client confidentiality or violate any laws or rules of professional conduct. In case of a dispute, the **CONTRACTOR** should attempt to resolve the matter with the Court Administrator, or his or her designee and, if necessary, the Board of Supervisors.
- j. Nothing in this section shall be construed in a manner that requires violating the confidence of the client or the attorney-client privilege contained in Court rules or statutes.

## Conflict Counsel Contract FY21-FY23

### IV. MISCELLANEOUS PROVISIONS:

- a. The **CITY** and the **CONTRACTOR** acknowledge that the City may contract with other lawyers in the same manner and for the same purposes as **CONTRACTOR**.
- b. It is agreed by the **CITY** and the **CONTRACTOR** that this Contract, if entered into, will enable appointments to be made by the Court, on a rotating basis and to eliminate appointment of **CONTRACTOR** in a matter that would create a conflict of interest for **CONTRACTOR** in a particular matter.
- c. When **CONTRACTOR** is appointed as counsel in any case, **CONTRACTOR** must, within 1 day of being appointed, run a conflict check and inform the appointing court if **CONTRACTOR** has a conflict.
- d. Causes of action between the parties to this Contract pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of completion for acts or failures to act occurring prior to completion, or the date of final payment, to the **CONTRACTOR** in a particular manner.
- e. The **CITY** and the **CONTRACTOR**, respectively, bind themselves, their partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Contract.
- f. **CONTRACTOR** may engage in the private practice of law which does not conflict with **CONTRACTOR'S** professional services as Conflict Counsel pursuant to this Contract.
- g. If **CONTRACTOR** is required to substitute out of an assigned case, **CONTRACTOR** shall comply with Procedural Provisions within the Scope of Work section of this Contract and with the applicable statutes and court rules .
- h. This Contract represents the entire and integrated agreement between the City and **CONTRACTOR** and supersedes all prior negotiations, representations, contracts, or agreements, either written or oral.
- i. This Contract may be amended only by written instrument signed by both the **CITY** and the **CONTRACTOR**.
- j. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against either the **CITY** or **CONTRACTOR**.

### V. CONSIDERATION:

#### Monthly Payments:

- a. From June 2, 2022 through June 30, 2022 – The **CITY** agrees to pay the **CONTRACTOR** and the **CONTRACTOR** agrees to accept as full compensation for the performance of legal services under this contract the sum of Twelve Thousand and Five Hundred Dollars and Zero Cent (\$12,500.00) per month.

## Conflict Counsel Contract FY21-FY23

- b. From July 1, 2022 through June 30, 2023 - The **CITY** agrees to pay the **CONTRACTOR** and the **CONTRACTOR** agrees to accept as full compensation for the performance of legal services under this contract the sum of Fourteen Thousand Five Hundred Eighty Three Dollars and Thirty-Four Cents (\$14,583.34) per month.
- c. The **CONTRACTOR** must submit a monthly billing to the First Judicial District Court, Attention: Wendy Yang, 885 Musser Street, Suite 2007, Carson City, NV 89701 or by email to WYang@carson.org and CFischer@carson.org. **CITY** has up to 30 days to process payment to **CONTRACTOR** for services rendered.
- d. In the event that a billing is for services provided to an inmate of the Nevada State Prison system, the billing shall state this information so that the **CITY** will be able to obtain reimbursement from the State of Nevada pursuant to NRS 212.070.
- e. The Indigent Defense Coordinator may appoint **CONTRACTOR** under the contract in lieu of the State Public Defender's Office if the **CONTRACTOR** previously represented the defendant.
- f. Billing statement must include; monthly billing costs, hours and rates for special cases pursuant to NRS 7.125 and that have been approved by the Judge. The compensation specified in Monthly Payments (a-d) is in lieu of the statutorily prescribed fees codified in NRS 7.125.
- g. However, if in a particular case the **CONTRACTOR** believes that the complexity of a case, the number of the factual or legal issues in a case, the severity of the offense, the time necessary to provide an adequate defense, or other special circumstances warrant an award of extraordinary fees in excess of the monthly fee paid to **CONTRACTOR** under sections (a)-(d), the **CONTRACTOR** may apply to the Indigent Defense Coordinator for additional fees as provided in the Carson City Indigent Defense Plan. These extraordinary fees may only be awarded if the Indigent Defense Coordinator or the court in which the representation was rendered finds that the amount of the excess, extraordinary payment is both reasonable and necessary to the representation of the client in the case.
- h. **CONTRACTOR** will not request Extraordinary Fees when appointed on Category A felony cases until 25 hours of work has been conducted.
- i. **CONTRACTOR** agrees to indicate that 25 hours of work has been performed and \$2,500.00 deducted from the total Extraordinary Fee Request when submitting these requests.
- j. The **CITY** must receive from **CONTRACTOR** notice of a request to the court for extraordinary fees when such a request is made. Under NRS 7.145 a claim for extraordinary compensation and expenses must not be paid unless it is submitted within 60 days after the appointment is terminated to the Indigent Defense Coordinator. It is hereby agreed by **CONTRACTOR**, **CITY** and **COURT** that **CONTRACTOR** shall submit notice of a request for extraordinary fees to **CITY** when a request for extraordinary fees is submitted to the Indigent Defense Coordinator. These provisions allow the **CITY** to adhere to minimum accounting standards and to properly budget and account for these services.

## Conflict Counsel Contract FY21-FY23

- k. The **CONTRACTOR** may secure pre-authorization or reimbursement for extraordinary investigative costs, costs required to secure experts, or costs for other services that are reasonable and necessary for a client's defense in any assigned matter, in the manner codified in NRS 7.135, 7.145 and 7.155 and under the Carson City Indigent Defense Services Plan.
- l. The expense of office space, furniture, equipment, supplies, routine investigative costs and secretarial services suitable for the conduct of the **CONTRACTOR'S** practice as required by this contract are the responsibility of the **CONTRACTOR** and are part of **CONTRACTOR'S** compensation paid pursuant to Monthly Payments of this contract and as provided in NRS 260.040(5).
- m. Mileage and travel expenses of the **CONTRACTOR** are the responsibility of the **CONTRACTOR** and are part of the compensation paid pursuant to Monthly Payments.
- n. The **CITY** does not agree to reimburse **CONTRACTOR** for expenses unless otherwise specified in this Contract.

### VI. REQUIREMENTS OF THE DEPARTMENT OF INDIGENT DEFENSE ("DIDS"):

- a. **CONTRACTOR** must comply with the requirements of DIDS for the provision of services to indigent persons in cases described by NRS 180.004 (an adult charged with a criminal offense for whom the appointment of counsel is ordered, or a child (minor) who is alleged to be delinquent or in need of supervision under NRS Title 5), including the workload and reporting requirements of DIDS. **CITY** may request case information reported to DIDS from DIDS or from **CONTRACTOR**.
- b. **CONTRACTOR** must comply with the Carson City Indigent Services Plan, as may be amended.
- c. **CONTRACTOR** must be registered with DIDS and meet the DIDS qualifications for representation of indigent persons.
- d. **CONTRACTOR** must provide legal representation under this **CONTRACT** to all clients in a professional, skilled manner consistent with all applicable regulations, laws, Rules of Professional Conduct, and the Nevada Indigent Defense Standards of Performance adopted by the October 16, 2008 Nevada Supreme Court Order in Administrative Docket 411.
- e. **CONTRACTOR** must generally advise a clients not to waive any substantive rights or plead guilty at the initial appearance unless, in the **CONTRACTOR's** judgment, to do otherwise is in the client's best interest.
- f. **CONTRACTOR** must make a reasonable efforts to meet with a client within the first 7 days following the appointment of **CONTRACTOR** as counsel in the case, and may a reasonable effort to communicate with a client at least every 30 days thereafter, unless in the **CONTRACTOR'S** judgment there are no significant updates in the client's case.



## STAFF REPORT

**Report To:** Board of Supervisors **Meeting Date:** May 4, 2023

**Staff Contact:** Nancy Paulson, City Manager

**Agenda Title:** For Possible Action: Discussion and possible action regarding the appointment of two members to the Audit Committee, each for a partial term ending in December 2024. (Nancy Paulson, npaulson@carson.org)

Staff Summary: Carson City Municipal Code ("CCMC") 2.14.030 provides for a five-member Audit Committee, comprised of one member from the Board of Supervisors ("Board") and four members from the public as citizens-at-large. There are two vacancies due to expiration of terms in December 2022. Both vacancies are citizen-at-large positions. David Lambin and Joseph Scalia each submitted an application.

**Agenda Action:** Formal Action / Motion **Time Requested:** 30 minutes

### Proposed Motion

I move to appoint \_\_\_\_\_ & \_\_\_\_\_, each to fill a partial term expiring in December 2024.

### Board's Strategic Goal

Quality of Life

### Previous Action

January 19, 2023 (Item 8C): The Board appointed one member to the Audit Committee for a partial term ending in December 2023.

December 2, 2021 (Item 12A): The Board appointed two members to the Audit Committee, each for a full term ending in December 2023.

### Background/Issues & Analysis

These vacancies are considered partial terms because the previous terms expired in December 2022 and, at that time, no applications were submitted to fill the vacancies. Stephen Ferguson did not seek reappointment; however, he agreed to continue to serve on the Audit Committee until a successor is appointed.

### Applicable Statute, Code, Policy, Rule or Regulation

CCMC 2.14.030

### Financial Information

Is there a fiscal impact? No

If yes, account name/number:

**Is it currently budgeted?**

**Explanation of Fiscal Impact:**

**Alternatives**

Reopen the positions for additional applicants and/or provide alternative direction to staff.

**Attachments:**

[Audit Comm Packet 5-4-23.pdf](#)

**Board Action Taken:**

Motion: \_\_\_\_\_

1) \_\_\_\_\_

2) \_\_\_\_\_

Aye/Nay

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Vote Recorded By)



## Board Details

The role of the Carson City audit committee is to maintain oversight of the auditing function, both internal and external resulting in increased integrity and efficiency of the audit processes for the city and the city's system of internal controls and financial reporting.

### 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 •Community Center, Robert "Bob" Crowell Board Room 851 East William Street, Carson City, Nevada

#### Powers & Duties

The Carson City Audit Committee will review and make recommendations to the Board of Supervisors regarding the annual financial audit, performance, compliance and efficiency audits, including specific issues of concern providing a higher level of accountability over the use of public funds. As appropriate, background documents related to specific audit issues will be sent to the committee during the course of each year.

#### Additional Information

[CCMC\\_2.14.pdf](#)



Carson City, NV

# Audit Committee

## Board Roster



**Laura Chavez**

**1st Term** Jan 19, 2023 - Dec 31, 2023

**Position** Citizen at Large

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**Bonnie Duke**

**1st Term** Dec 02, 2021 - Dec 31, 2023

**Position** Citizen at Large

---



**Stephen Ferguson**

**3rd Term** Jan 06, 2017 - Dec 31, 2022

**Appointing Authority** Board of Supervisors

**Position** Citizen at Large

**Office/Role** Chair

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**Lisa Schuette**

**2nd Term** Jan 05, 2023 - Dec 31, 2023

**Position** Board of Supervisors

---



**Vacancy**

**Profile**

Joseph

First Name

A

Middle Initial

Scalia

Last Name

joescalia10@gmail.com

Email Address

474 W. Clearview Dr

Street Address

Unit 202

Suite or Apt

Carson City

City

NV

State

89703

Postal Code

Mobile: (775) 233-8316

Primary Phone

Alternate Phone

**Which Boards would you like to apply for?**

Audit Committee: Submitted

Question applies to multiple boards

**Why would you like to serve on this Board/Committee/Commission?**

I was an executive board member of the Renton Downtown partnership, a main-street 501-C3 organization in Renton, WA. I love being involved in my local community. I've lived in Carson City for about 3 years, northern Nevada for 20+. I love this community and I want to put my skills to use for it. I am currently a Divisional Compliance Manager for a large retail pharmacy. I have 210+ stores spread across five states. My role includes food safety, hazardous waste, associate safety, Board of Pharmacy, and DEA inspections. This gives me a general understanding of quite a few different local laws and ordinances. I truly want to give back to a community which has done so much for me.

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:**

---

**Major Subject:**

---

**Degree Conferred:**

---

**Briefly describe the qualifications you possess which you feel would be an asset to this Board/Committee/Commission:**

---

**List the community organizations in which you have participated and describe participation:**

---

**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 \*



**DISTRICT LEADER**

**SALES STRATEGY | CUSTOMER EXPERIENCE | TEAM DEVELOPMENT**

AREAS OF EXPERTISE

---

Business Development  
Coaching & Capability-  
building  
Conflict Management  
Data-driven Leadership  
Effective Communication  
New Hire Orientation

Inventory Control  
Operations Management  
Performance  
Management  
Planning & Forecasting  
Recruiting & Retention

Relationship Management  
  
Sales Planning &  
Marketing  
Territory Management  
Training & Facilitation

## SELECT CAREER PROGRESSION

---

### **DIVISIONAL COMPLIANCE LEADER** | RITE AID | DIVISION 3 | 2021 - PRESENT

- **BOOST PERFORMANCE:** Impacted Division 3's Tuesday Checklist completion from 92% to 97% over the course of 6 months by sharing the "why" and the potential impact of non-completion from a regulatory standpoint.
- **LEADERSHIP:** Conducted multiple compliance reviews in 210 stores across five states with upwards of 1,000 in-direct reports. Responsible for training of all compliance related processes across the territory.
- **PROCESS IMPROVEMENT:** Assisted in developing a calibrated format for all Thrifty Hand dip formal reviews.

### **STORE LEADER** | RITE AID | NORTHERN NEVADA | 2020 - 2021

- **BOOST CUSTOMER EXPERIENCE:** Improved store 6121's experience health from a 3.78 to a 4.16 with approximately 440 surveys beginning January 2021.
- **SHRINK REDUCTION:** Finished 2021 inventory at -1.23% on a goal of -1.57% coming in \$4,500 under plan by leading the store team to embrace the Big 10 Program with a one team approach.
- **REVENUE DRIVER:** Increased store 6121's sales by focusing on customer first mentality, helping to increase FE sales by 18% from December 2020 through June 2021.

### **SR. SALES MANAGER** | CARMAX AUTO SUPERSTORES | MODESTO, CA | 2014 - 2020

- **OPERATIONS:** Daily strategic oversight of dealership operations with volume reaching \$15,000,000 a month, coaching, and leading a 60-member commissioned sales team, directly engaging with 60 customers/day to maximize sales, and increase close rate by 5%.
- **BOOST PERFORMANCE:** Regional lead of dashboard-based performance management effort for 17 stores. Enable greater visibility into activities and friendly competition to raise performance of 82% of stores within 5 months.
- **RECRUITING:** Represented Seattle market CarMax locations at numerous veteran and non-veteran job fairs. Recruiting P.O.C between home office and Seattle market locations of CarMax.
- **TALENT DEVELOPMENT:** Successfully mentored four Sales Manager in Trainings through a six-month development program at CarMax.
- **CUSTOMER SATISFACTION:** Create communications and engagement strategy to drive adoption of high-performing behavior to successfully raise department customer satisfaction from 30% to 70% within 5 months.
- **PROJECT MANAGER:** Store P.O.C during \$3.5M remodel responsible for reviewing blueprints, collaborating with contractors, and directing regular project status communications. Established communication cadence to support change management among all store associates.

### **DISTRICT MARKET LEADER** | SAMSUNG | NEVADA, CALIFORNIA, AND OREGON | 2013 - 2014

- **REVENUE DRIVER:** Toured 15 locations within region for 22 hours during Black Friday to motivate teams, support and recognize employees for high performance, and secured #1 of 64 in sales during tenure.
- **FACILITATION:** Delivered high-energy division-wide training curriculum for Samsung Experience Consultants. Earned high participation scores and awarded Top Trainer for West Division by National Trainers and Division VP.
- **TALENT MANAGER:** Structured "New Hire Orientation" and scaled Samsung Experience training initiatives across 3-state territory within 15 Best Buy locations.

COMMUNITY INVOLVEMENT - **EXECUTIVE BOARD MEMBER**, RENTON DOWNTOWN PARTNERSHIP, NON-PROFIT

---

**Profile**

David

First Name

W

Middle Initial

Lambin

Last Name

youtalkingt@me.com

Email Address

1501 Bolero Dr

Street Address

Suite or Apt

Carson City

City

NV

State

89703

Postal Code

Mobile: (775) 781-2489

Primary Phone

Alternate Phone

**Which Boards would you like to apply for?**

Audit Committee: Submitted

Question applies to multiple boards

**Why would you like to serve on this Board/Committee/Commission?**

I moved to the Carson Valley from the Chicago area in 1995 with my wife and three children. All graduated from Western Nevada Community College and the University of Nevada in Reno and two went on to graduate from University of Nevada Medical School and plan on returning to northern Nevada once they have finished their respective residencies. We have watched the city and county change over the last 28 years and have owned a home in Carson City for the last five. I believe my past and current experience would be very on point with "managing the managers" as an audit committee usually does.

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:**

---

University of Illinois - Chicago Circle, two years at Chicago Kent College of Law

**Major Subject:**

---

Business Administration with a dual major in Finance and Economics

**Degree Conferred:**

---

Bachelor of Business Administration

**Briefly describe the qualifications you possess which you feel would be an asset to this Board/Committee/Commission:**

---

I have enjoyed a career in the insurance industry spanning 46 years holding various positions in management including the owning of my own company for 11 of those years. I have received training in developing and executing business plans, policing various branch offices for Fortune 500 sized corporations as well as sitting on the board of directors of four corporations which I did not own. I was also closely related to the launching of an insurance company which was originally domiciled in Nevada.

**List the community organizations in which you have participated and describe participation:**

---

Boy Scouts, Girl Scouts, 4-H Shooting Sports, AYSO, Board of Directors David Walley's Resort

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 \*

## **David W. Lambin**

1501 Bolero Dr  
Carson City, NV 89703  
Phone: (775) 781-2489

### **EXPERIENCE**

April 2009 to Present

#### **TWENTY MILE INSURANCE SERVICES** – Carson City, NV – Chief Executive Underwriter

Branch office for a Program Manager soliciting, underwriting and issuing general liability policies for residential and commercial contractors on a national basis. Along with underwriting and maintaining a personal book of business, responsibilities include the management and development of underwriting staff, the development of new producers and products along with the servicing and development of current production sources and special project as directed by the President.

November 1998 to April 2009

#### **LAMBIN INSURANCE SERVICES** -Minden, NV - President

Managed the day-to-date operations and growth of a Managing General Agency. Personally oversaw all underwriting aspects of the agency, the development of personnel as well as the strategic diversification of the agency. Obtained support of various insurance companies and reinsurance partners for writing programs focused on primary products liability, contractors liability, architects and engineers E&O, contractors operating within the oilfield, umbrella liability in excess of our own primary placements and property coverage related to our other casualty placements. Gross written premiums over a ten year period ran between \$10 to \$35,000,000 annually. Loss ratios were below 50% on all lines.

January 1995 to November 1998

#### **INNOVATIVE INSURANCE SOLUTIONS**-Minden, NV - Vice President - Underwriting Manager

Managing General Agency, which operated on a national level from a single office in Minden NV. Responsibilities include managing and production of casualty business on a primary basis. Obtaining support of fronting companies and reinsurance. The development of new producers and products along with the servicing and development of current producers. Also responsible for the management and development of the underwriting department along with the support staff.

October 1988 to January 1995

#### **ALPINE INSURANCE COMPANY, Chicago, IL** - Assistant Vice President - Casualty Manager

Branch office of an excess and surplus lines carrier, which operated on a national level out of two offices. Responsibility included the management and underwriting of casualty, property as well as

architects and engineers professional accounts, and programs for security guards and loggers on a primary basis. The development of new producers along with the servicing and development of existing producers. Duties also included the management and development of the underwriting department and its support staff. Personally wrote in excess of \$35,000,000 in gross written premium while maintaining a loss ratio of 32.5%

January 1987 to October 1988

**SWETT & CRAWFORD GROUP**, Los Angeles, CA and Chicago, IL - Assistant Vice President - National Marketing Division

National excess and surplus lines brokerage with 53 offices nationwide. Re-opened the Chicago branch for the division. Responsible for placing accounts and programs for the various branch offices, adding expertise and market access to accounts of significant importance to the individual branch. Developed a direct book of business with agents in the Midwest.

Specializing in product liability, general liability, architects and engineers professional property and D&O placements. Aiding in sales calls, target marketing and developed programs for Swett & Crawford branches in the Midwest for security guards and medical technicians. Spoke at various agents meetings on selecting the appropriate wholesaler.

March 1985 to January 1987

**MONTGOMERY & COLLINS** - Los Angeles, CA - Home Office Underwriting Manager

Excess and surplus lines brokerage with 20 offices nationwide, having 50% of its bookings placed through in-house facilities. Responsible for the management of the Pacific Employers umbrella and excess liability facility and the Royal Belge Primary Products and General Liability facility. Providing assistance and guidance as needed to the branch offices, and monitoring compliance with standards for procedures, establishing their first set of underwriting guidelines while reducing their list of approved reinsurance companies from six pages to a total of sixteen companies. At the same time we took the gross written premium from \$35,000,000 to \$150,000,000 while reducing loss ratio and uncollectible reinsurance by 50%. Supervised the underwriting of all accounts written in the United States for the Royal Belge Incendie Reassurance Company, as a captive underwriting facility for the M&C branch offices. Managing a staff of twenty underwriters and assistants for the monitoring, auditing and reporting of production through both facilities.

August 1983 to March 1985

**TRANSPORT INDEMINTY** - Chicago, IL and Los Angeles, CA - Casualty Manager, Special Risks

Branch office of the excess and surplus lines department of a medium sized specialty carrier. Developed a market plan which quadrupled the active producers available to the Chicago branch within the 33 state region, with no one producer amounting to more than 20% of the branch's annual premium volume. Underwrote extremely heavy excess environmental impairment and asbestos removal, hospital, chemical and trucking accounts along with a book of very basic umbrella and products to offset the more hazardous lines.

February 1981 to August 1983

**ALLSTATE INSURANCE COMPANY-** Chicago, IL - Facultative Casualty Underwriter-  
Reinsurance Division

Branch office of a national reinsurance company assuming facultative reinsurance from producers located in the Midwest. Developed sources of business both directly and through intermediaries. Underwriting facultative casualty, errors and omissions, and accounts of various size and complexity. I was also involved with the underwriting and management of selected semi-automatic programs within the logging industry, grain storage, security guards, and the oilfield which had both property and casualty elements.

January 1979 to February 1981

**HOME INSURANCE COMPANY-** Chicago, IL - Excess Lines Underwriter

Branch office of the excess lines department of a national insurance company. Responsible for the underwriting of umbrella and excess liability for accounts located in the mid-west.

March 1977 to January 1979

**PRUDENTIAL PROPERTY & CASUALTY** - Oak Brook, IL - Liability Claims Representative

Branch claims office for a national insurance company. Settled property and casualty claims in the states of Illinois, Indiana and Wisconsin.

## **EDUCATION**

March 1977                      University of Illinois  
B.A., Business Administration  
Majors in Finance and Economics

June 1982                      Illinois Institute of Technology  
Chicago Kent College of Law

September 1987 Dale Carnegie Sales Course

Seminars                      Michael Leboeuf -Time Management  
Roger Dawson -Negotiating  
Brian Tracy -Closing a Sale  
Tom Peters- In Search of Excellence  
Bert Deck -Public Speaking  
Swett University -Target Selling / Producer Management

Associations	Mensa International Toastmaster International Free Arts Clinic for Abused Children Alliance Against Intoxicated Motorists American Youth Soccer Association Assistant Scout Master for Boy Scouts of America Shooting Sports Instructor for Douglas County 4-H
Past Corporate Affiliation	Member of the Board of Directors for NationsBuilders Insurance Services Inc Member of the Board of Directors for Southwest Casualty Insurance Co Inc Member of the Board of Directors for ProBuilders Specialty Insurance Co Inc RRG

## Chapter 2.14 - CARSON CITY AUDIT COMMITTEE

### Sections:

#### 2.14.010 - Introduction.

As the demand for enhanced accountability and the increased examination of an adequate system of internal controls occurs in the public sector due to the Sarbanes-Oxley Act, so does the significance and importance of an audit committee.

The independence and objectivity between the Carson City audit committee and the city's management team ensures that internal controls are a key management objective of the city's operation. The Government Finance Officers Association and the Institute of Internal Auditors encourage the effective use of an audit committee in the public sector and considers this committee an integral element of public accountability and governance. The Carson City audit committee plays a key role with respect to integrity of the city's financial information; its systems of internal controls, the legal and ethical conduct of management and employees, and is an invaluable tool for ensuring that those responsible for financial management (management, auditors, and governing boards) meet the respective responsibilities for internal control compliance and financial reporting. Additionally, the Carson City audit committee provides a vehicle for open communications between the board of supervisors, the city management team, internal audit, and the independent external auditors.

(Ord. 2008-10 § 3, 2008)

#### 2.14.020 - Purpose of the Carson City audit committee.

The role of the Carson City audit committee is to maintain oversight of the auditing function, both internal and external resulting in increased integrity and efficiency of the audit processes for the city and the city's system of internal controls and financial reporting. The committee has three primary characteristics for it to successfully fill its obligations:

1. Independence. The Carson City audit committee will be independent both in fact and in appearance and requires processes to be in place to ensure such independence is maintained at all times.
2. Communication. The Carson City audit committee will maintain an open line of communication with the board of supervisors, city management, internal and external auditors; providing direction for the city's audit function and a framework of accountability.
3. Accountability. The Carson City audit committee contributes to the integrity of the financial reporting process and reinforces the culture of a strong system of internal controls throughout the city.

The Carson City audit committee shall provide oversight to the city's internal controls by assuring that the system of internal controls established by management are reviewed on a regular and systematic basis for functionality and effectiveness. The Carson City audit committee's duties shall include, but are not limited to, development of the risk assessment and annual work plan, review of all individual audit reports, review of the annual report of audits completed, review the status of corrective actions, the annual budget, and the performance of the internal auditor. Upon completion of these reviews, the Carson City audit committee will make appropriate recommendations to the board of supervisors.

(Ord. 2008-10 § 4, 2008)

#### 2.14.030 - Composition of the Carson City audit committee.

1. The Carson City audit committee will be independent and objective in its collective mindset individually and as a group. The committee will reflect the following attributes:
  - a. Excellent communication skills with each other and with others;
  - b. A willingness to fully participate in complex and sensitive matters that require resolution;
  - c. Public accounting, governmental accounting and auditing experience.
2. The Carson City audit committee shall be comprised of five (5) members; one (1) member from the board of supervisors and four (4) members from the public at-large.
  - a. One (1) member of the Carson City audit committee will be selected from the board of supervisors. The board member shall be selected each January when the board of supervisors addresses board and commission assignments.
  - b. The four (4) members at-large of the Carson City audit committee will be interviewed and selected by the board of supervisors. These members should have experience in financial services, public accounting, and/or governmental auditing, and current knowledge of public laws and regulations governing an audit committee. The terms shall be for staggered two (2) years; expiring on each alternate year.
  - c. The members at-large shall not accept any consulting, advisory, or other compensatory fees from the city and may not be an affiliated person with the city or any subsidiary thereof.
3. Should a vacancy occur in any position on the Carson City audit committee, the board of supervisors must follow the procedure set forth above to select a new member for the committee. The selection must occur within one (1) month of the vacancy occurring.
4. When deemed necessary, the Carson City audit committee may request that the city manager and other management employees attend a Carson City audit committee meeting in an advisory capacity. This individual may be requested to provide necessary information relative to internal controls, data, and analysis related to the specific objectives of the Carson City audit committee.

(Ord. 2008-10 § 5, 2008)

[\(Ord. No. 2009-24, § 1, 10-1-2009\)](#)

#### 2.14.040 - Responsibilities of the Carson City audit committee.

1. The Carson City audit committee will review and make recommendations to the board of supervisors regarding the annual financial audit, performance, compliance and efficiency audits, including specific issues of concern providing a higher level of accountability over the use of public funds and the adequacy of any city department or office performance measure for internal audit purposes. Reviews and recommendations by the internal auditor will be guided by the internal auditing standards. As appropriate, background documents related to specific audit issues will be sent to the committee during the course of each year.
2. The Carson City audit committee will:
  - a. Provide input into the annual risk assessment plan developed by the city auditor to identify areas of risk or exposure facing the city's organization; review and assess the steps necessary to minimize such risks in the future and improve operating efficiencies; oversee the internal auditor's creation and implementation of processes to identify potential fraud, waste and abuse of city resources and property and a findings reporting protocol;
  - b. Identify with key directors significant risks or exposures facing their organizations/operations to develop a "risk plan" and "audit work plan" to prioritize the city auditor's work load and assess the need for professional services;

- c. Annually review the audit scope and work plan of the city auditor in conjunction with the external auditors plan to address the coordination of audit efforts to ensure the completeness of coverage, reduction of redundant efforts and effective use of audit resources;
  - d. Discuss the fiscal health of the city in relation to the adopted budget with the city manager and the director of finance;
  - e. Consider matters related to the systems of internal controls, including overseeing compliance by management with applicable policies and procedures;
  - f. Review and make recommendations to the board of supervisors regarding audit findings including the status and implementation of recommendations for both internal and external audits;
  - g. Review and make recommendations to the board of supervisors pertaining to the internal audit budget for operating expenses and capital expenditures;
  - h. Oversee the appointment of the independent auditors to be engaged by the board of supervisors for external reporting and recommend to the board of supervisors the related audit fees;
  - i. Recommend to the board of supervisors to engage outside professional services when deemed appropriate for audit issues;
  - j. Review the internal audit charter and make recommendations to the board of supervisors when changes are deemed necessary;
  - k. Review and make recommendations to the board of supervisors for special requests for audit projects and have the authority to perform other duties as may be delegated to it by the board of supervisors;
3. Generally Accepted Auditing Standards (GAAS) and Government Auditing Standards require an independent auditor to evaluate the city's internal controls in connection with determining the extent of their audit procedures. The external auditors are required to alert the Carson City audit committee and the governing body regarding material matters. The Carson City audit committee will:
- a. Review and make recommendations to the board of supervisors pertaining to the external auditors annual audit plan and inquire into external audit matters as deemed appropriate;
  - b. Oversee the appointment of the independent auditors to be engaged by the board of supervisors for external reporting and establish the related audit fees; review and evaluate the performance of the independent auditors and establish a regular schedule for periodically re-bidding the annual audit;
  - c. Review and make recommendations to the board of supervisors regarding all significant written communications between the independent auditors and management, such as any management letter or schedule of unadjusted differences.

(Ord. 2008-10 § 6, 2008)

[\(Ord. No. 2012-11, § I, 8-2-2012\)](#)

#### 2.14.050 - Meetings of the Carson City audit committee.

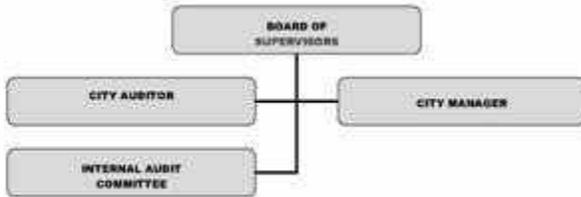
- 1. The Carson City audit committee will meet quarterly. All members are expected to attend on a regular basis.
- 2. The Carson City audit committee may ask members of management or others to attend meetings and to provide pertinent information when necessary.

3. Meetings are scheduled in accordance with the state's open meeting laws. The city auditor shall establish the agenda for meetings and will provide to members in advance, all appropriate briefing material.

(Ord. 2008-10 § 7, 2008)

[\(Ord. No. 2009-24, § II, 10-1-2009\)](#)

2.14.060 - Organizational chart.



(Ord. 2008-10 § 8, 2008)



## STAFF REPORT

**Report To:** Board of Supervisors **Meeting Date:** May 4, 2023

**Staff Contact:** Nancy Paulson, City Manager

**Agenda Title:** For Possible Action: Discussion and possible action regarding a proposed settlement concerning an arbitration award issued in favor of the Carson City Deputy Sheriff's Association ("Association") arising out of a dispute under the terms of the collective bargaining agreement ("CBA") between the Association on behalf of the deputy sheriffs and the City on behalf of the Carson City Sheriff's Office ("CCSO"), pursuant to which a deputy sheriff will be promoted to the rank of sergeant without a probationary period but the award will not be interpreted by the parties as requiring the City to waive any such probationary period for any other employee in future disputes. (Nancy Paulson, npaulson@carson.org)

**Staff Summary:** The Association filed a grievance pursuant to the CBA asserting various claims generally relating to the promotional opportunity of a deputy sheriff. The parties arbitrated the matter, and the arbitrator issued an award in favor of the Association.

**Agenda Action:** Formal Action / Motion **Time Requested:** 5 Minutes

---

### **Proposed Motion**

I move to approve the settlement as discussed and authorize the District Attorney's Office to take all necessary steps to effectuate the settlement.

### **Board's Strategic Goal**

Organizational Culture

### **Previous Action**

March 16, 2023 (Item 17A) – The Board of Supervisors authorized the District Attorney's Office to take all necessary legal action to appeal an arbitration award issued in favor of the Association.

### **Background/Issues & Analysis**

The rights, duties and obligations of the Association and CCSO are set forth in the parties' current CBA, executed on June 21, 2021, and effective through June 30, 2026. Under the grievance process contained in the CBA, the Association filed a grievance which ostensibly stemmed from the decision of CCSO not to promote a deputy sheriff (the "grievant") to the position of sergeant. The grievance did not identify the non-promotion itself as an issue; rather, the grievance claimed contract violations concerning CCSO's promotional testing process, the confidentiality of specific candidate rankings and the non-release of scoring data on testing criteria.

Attempts at resolution before binding arbitration were unsuccessful and the parties proceeded to two days of arbitration hearings which were conducted on October 25 and 26, 2022. The Arbitrator issued an award on February 7, 2023, denying certain grievance issues raised by the Association but ultimately finding that CCSO violated the contract by not promoting the grievant to the position of sergeant. In accordance with that finding, the award also requires retroactive promotion, to be effective on March 25, 2022, along with backpay, seniority and benefits. In post-award discussions for the implementation of the award, the Association asserted that the

12-month probationary period normally required for a newly promoted sergeant - as established under a separate collective bargaining agreement defining the terms of employment between CCSO and the sergeants - is inapplicable to the grievant. Upon seeking clarification from the Arbitrator, the Arbitrator reiterated that the award also requires retroactive promotion, to be effective on March 25, 2022, along with backpay, seniority and benefits, including any probationary period.

In consultation with CCSO, the Sheriff and the Association have tentatively agreed to a resolution, subject to the Board of Supervisors approval, whereby the grievant will be promoted without a probationary period, but that the arbitration award does not create a waiver of probation for promoted employees and does not preclude the City from requiring a deputy (or other employee) to be under probation upon promotion.

**Applicable Statute, Code, Policy, Rule or Regulation**

NRS Chapter 38

**Financial Information**

**Is there a fiscal impact?** Yes

**If yes, account name/number:** General Fund Sheriff's Office

**Is it currently budgeted?** No

**Explanation of Fiscal Impact:** The City has been ordered by an arbitrator to promote a deputy sheriff to the rank of sergeant with backpay, seniority and benefits. A retroactive payment will be made in the amount of \$10,646.82 and a PERS correction in the amount of \$4,543.86. If necessary, a budget augmentation will be done in June 2023 to transfer funding from General Fund contingency to the Sheriff's Office budget.

**Alternatives**

Do not accept the settlement and/or provide alternative direction to staff.

**Attachments:**

**Board Action Taken:**

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

\_\_\_\_\_  
(Vote Recorded By)



## STAFF REPORT

**Report To:** Board of Supervisors **Meeting Date:** May 4, 2023

**Staff Contact:** Nancy Paulson, City Manager

**Agenda Title:** For Possible Action: Discussion and possible action regarding coordination of legislative activity on pending state legislation before the Nevada Legislature and whether to adopt an official policy position or direct staff to advocate for or against any such legislation, including the submittal of proposed amendatory language. (Stephen Wood, [swood@carson.org](mailto:swood@carson.org) and Nancy Paulson, [npaulson@carson.org](mailto:npaulson@carson.org))

Staff Summary: The Nevada Legislature is currently in its 82nd Regular Session. This item is for the Board of Supervisors to coordinate legislative efforts on pending state legislation that may have an impact on Carson City, including the adoption of official policy positions, if any, and direction to staff to advocate for or against any such legislation. Due to unpredictable timing constraints inherent in the legislative process, the City will maintain a list of legislation that the City has identified in advance and which may be discussed and acted on by the Board during this agenda item. A copy of the list will be posted not less than three days before the date of each Board of Supervisors meeting during which this agenda item appears and may be obtained at the following Internet website: <https://www.carson.org/legislature>.

**Agenda Action:** Formal Action / Motion **Time Requested:** 10 min

---

### Proposed Motion

Depends on discussion.

### Board's Strategic Goal

Efficient Government

### Previous Action

April 20, 2023 (Item 32A): The Board of Supervisors voted to support AB14 as amended.

April 6, 2023 (Item 18A): The Board of Supervisors voted to support AB429 and SB205 (with amendment). The Board of Supervisors voted to oppose AB258 and SB338.

March 16, 2023 (Item 17B): The Board of Supervisors voted to support AB240, AB297, SB11 (with amendment), and SB51 (with amendment). The Board of Supervisors voted to oppose AB213, AB235, SB226, and SB233.

March 2, 2023 (Item 15A): The Board of Supervisors voted to support AB20, AB60, and AB104, and SB22.

February 16, 2023 (Item 21A): The Board of Supervisors voted to opposed AB14.

January 19, 2023 (Item 13A): The Board of Supervisors reviewed Resolution No. 2020-R-23 which establishes policies for the coordination and communication of legislative matters during Regular and Special Sessions of the Nevada Legislature.

**Background/Issues & Analysis**

With the 82nd Regular Session of the Nevada Legislature underway, this agenda item is for the Board of Supervisors to consider pending legislation before the Legislature and to coordinate efforts to formulate official policy positions and to direct staff to advocate for or against such legislation. Because the state legislative process is such that it is difficult, if not impossible at times, to predict when a legislative measure will be introduced or heard by a legislative committee for passage and approval, the City will maintain and keep current as much as possible a list of legislative measures that have been identified and which may be discussed and acted on by the Board of Supervisors. However, there may be circumstances where the introduction of a bill or proposed amendment to a bill occurs after publication of the Board of Supervisors agenda and without opportunity to identify the bill or amendment on the City's list, including bills or amendments that the City becomes aware of on the day of a Board of Supervisors meeting, but the bill should be discussed or acted on because postponing discussion or action until the next meeting of the Board could render any delayed discussion or action obsolete.

**Applicable Statute, Code, Policy, Rule or Regulation**

Resolution No. 2020-R-23

**Financial Information**

**Is there a fiscal impact?** No

**If yes, account name/number:**

**Is it currently budgeted?**

**Explanation of Fiscal Impact:**

**Alternatives**

**Attachments:**

**Board Action Taken:**

Motion: \_\_\_\_\_

- 1) \_\_\_\_\_
- 2) \_\_\_\_\_

Aye/Nay

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Vote Recorded By)



## STAFF REPORT

**Report To:** Board of Supervisors **Meeting Date:** May 4, 2023

**Staff Contact:** Jennifer Budge, Parks, Recreation and Open Space Director

**Agenda Title:** For Possible Action: Discussion and possible action on a recommendation from the Carson City Open Space Advisory Committee ("OSAC") for the naming of seven Open Space properties located throughout Carson City. (Lyndsey Boyer, lboyer@carson.org)

Staff Summary: Several properties acquired by the Open Space Division of the Department of Parks, Recreation and Open Space do not yet have official names. An online survey was made available to the public to vote on the names or provide additional recommendations. The results were reviewed at the OSAC meeting on October 17, 2022, and OSAC provided recommendations to the Board of Supervisors for final approval.

**Agenda Action:** Formal Action / Motion **Time Requested:** 10 minutes

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### **Proposed Motion**

I move to designate the seven Open Space properties with the recommended names as described on the record.

### **Board's Strategic Goal**

Quality of Life

### **Previous Action**

October 17, 2022 (Item 5D) - OSAC recommended to the Board of Supervisors that seven unnamed Open Space properties be named as: (1) Ash Canyon Viewcrest Open Space; (2) Eagle View Open Space; (3) North Kings Canyon Open Space; (4) Timberline Open Space; (5) Ash Canyon Gateway; (6) C-Hill Preserve; and (7) Buzzy's Ranch Open Space.

### **Background/Issues & Analysis**

On October 17, 2022, OSAC moved to recommend to the Board of Supervisors that the seven unnamed Open Space properties be named the following: (1) Ash Canyon Viewcrest Open Space; (2) Eagle View Open Space; (3) North Kings Canyon Open Space; (4) Timberline Open Space; (5) Ash Canyon Gateway; (6) C-Hill Preserve; and (7) Buzzy's Ranch Open Space. Attached is the meeting staff report with details on the public survey results.

### **Applicable Statute, Code, Policy, Rule or Regulation**

Resolution No. 2013-R-19: A Resolution Establishing Policies and Procedures for the Naming of Open Space Properties within Carson City.

### **Financial Information**

**Is there a fiscal impact? No**

**If yes, account name/number:**

**Is it currently budgeted?**

**Explanation of Fiscal Impact:**

**Alternatives**

Do not designate the recommended names, select different names and/or provide alternative direction to staff.

**Attachments:**

[Attachment 1 - Open Space Map w proposed names.pdf](#)

[Attachment 2 - OSAC Staff Report - Naming of Open Space Properties \(October 17, 2022\).pdf](#)

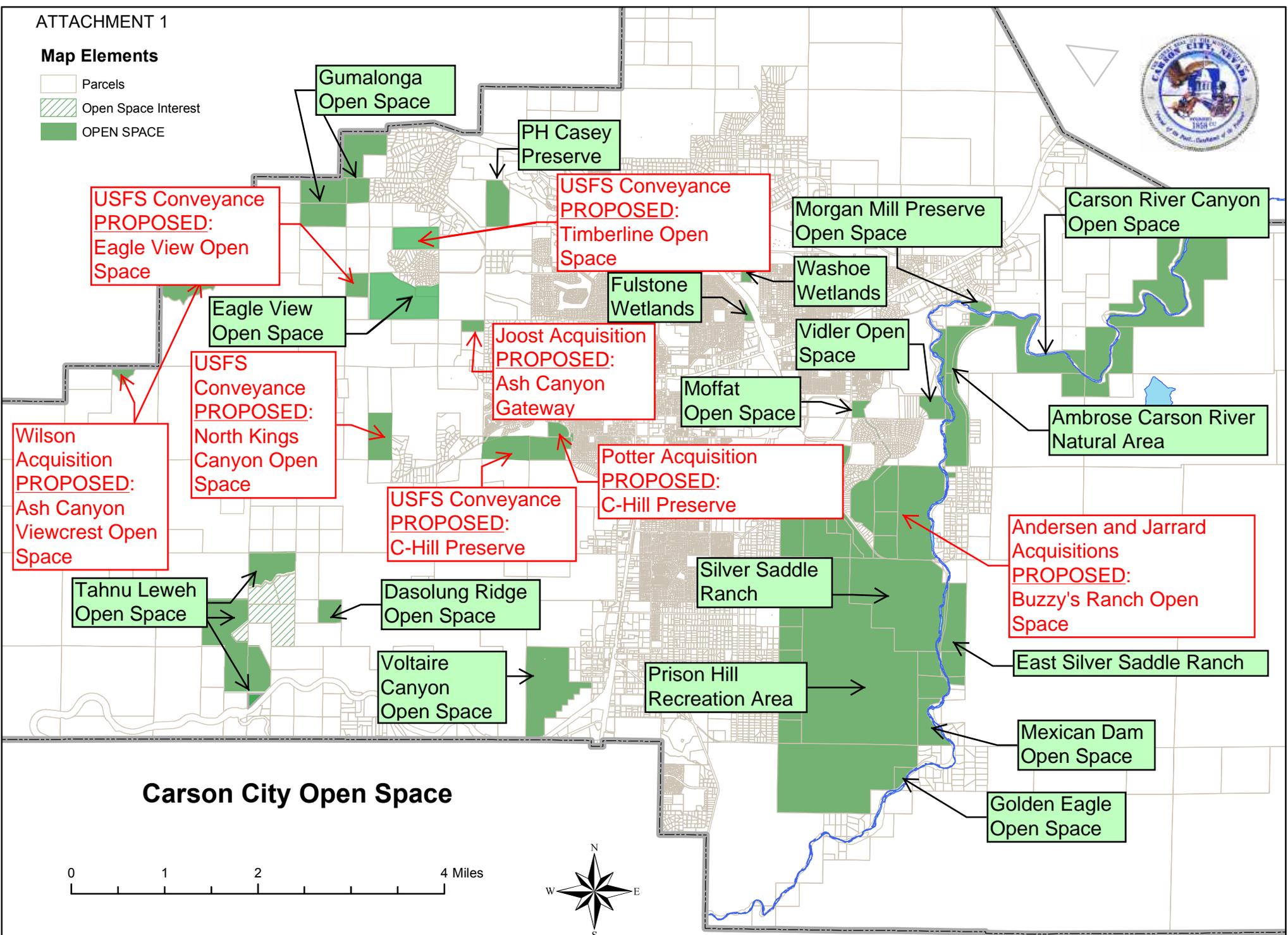
**Board Action Taken:**

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

\_\_\_\_\_  
(Vote Recorded By)

Map Elements

- Parcels
- Open Space Interest
- OPEN SPACE



**USFS Conveyance PROPOSED:**  
Eagle View Open Space

**USFS Conveyance PROPOSED:**  
Timberline Open Space

**USFS Conveyance PROPOSED:**  
North Kings Canyon Open Space

**USFS Conveyance PROPOSED:**  
C-Hill Preserve

**Potter Acquisition PROPOSED:**  
C-Hill Preserve

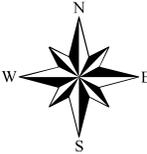
**Andersen and Jarrard Acquisitions PROPOSED:**  
Buzzy's Ranch Open Space

**Wilson Acquisition PROPOSED:**  
Ash Canyon Viewcrest Open Space

**Joost Acquisition PROPOSED:**  
Ash Canyon Gateway

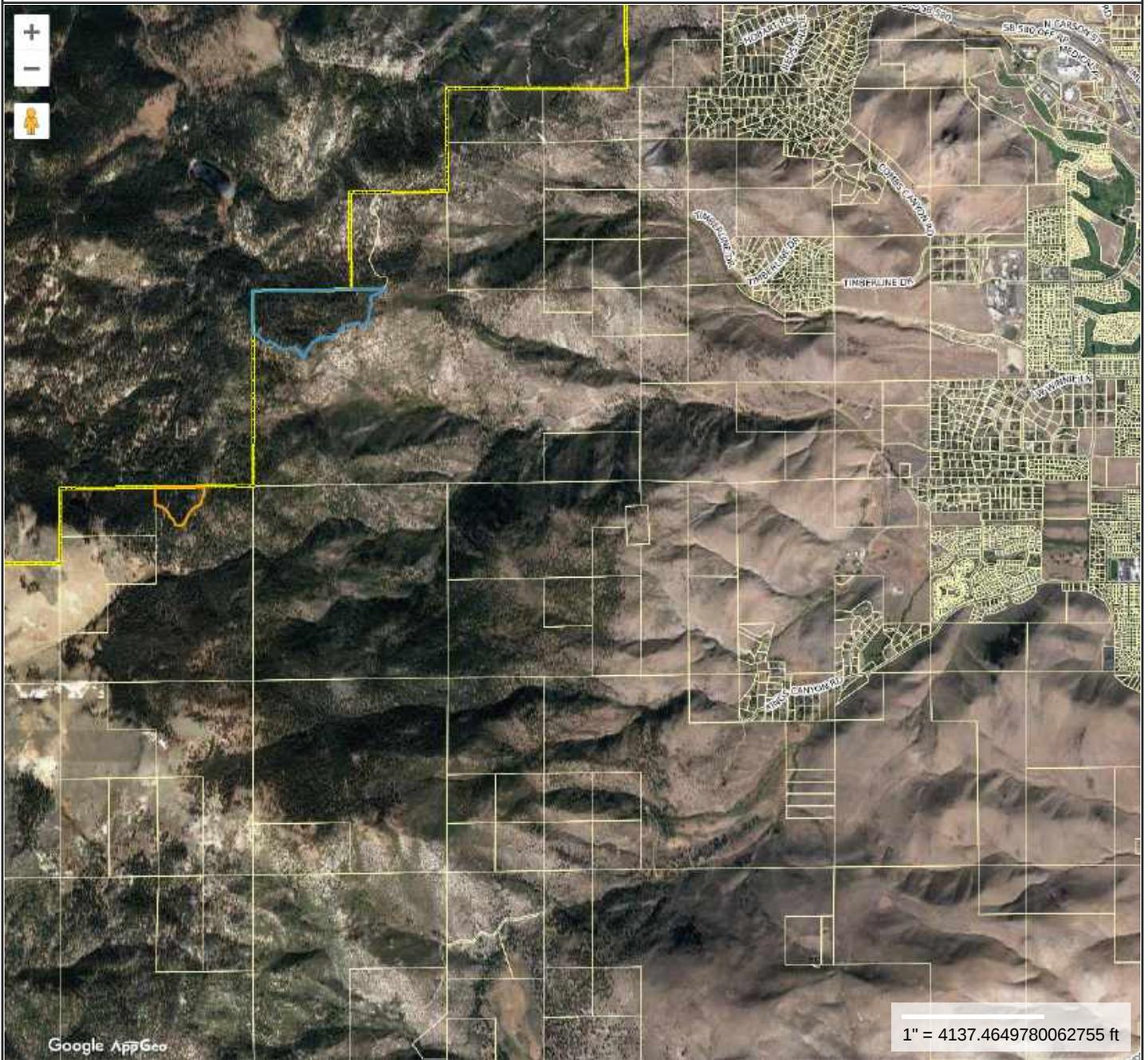
**Carson City Open Space**

0 1 2 4 Miles



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### Map #1: Wilson Acquisition Map



**Property Information**

**Property ID** 00760102  
**Location** SEC 09 15/19  
**Owner** CARSON CITY  
**Acres** 96.28



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Geometry updated 11/17/2018  
Data updated 11/17/2018

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### Map #2: USFS Conveyance Map



**Property Information**

**Property ID** 00709123  
**Location** SEC 11 15/19 SW4 NW4  
**Owner** STATE OF NEVADA  
**Acres** 40



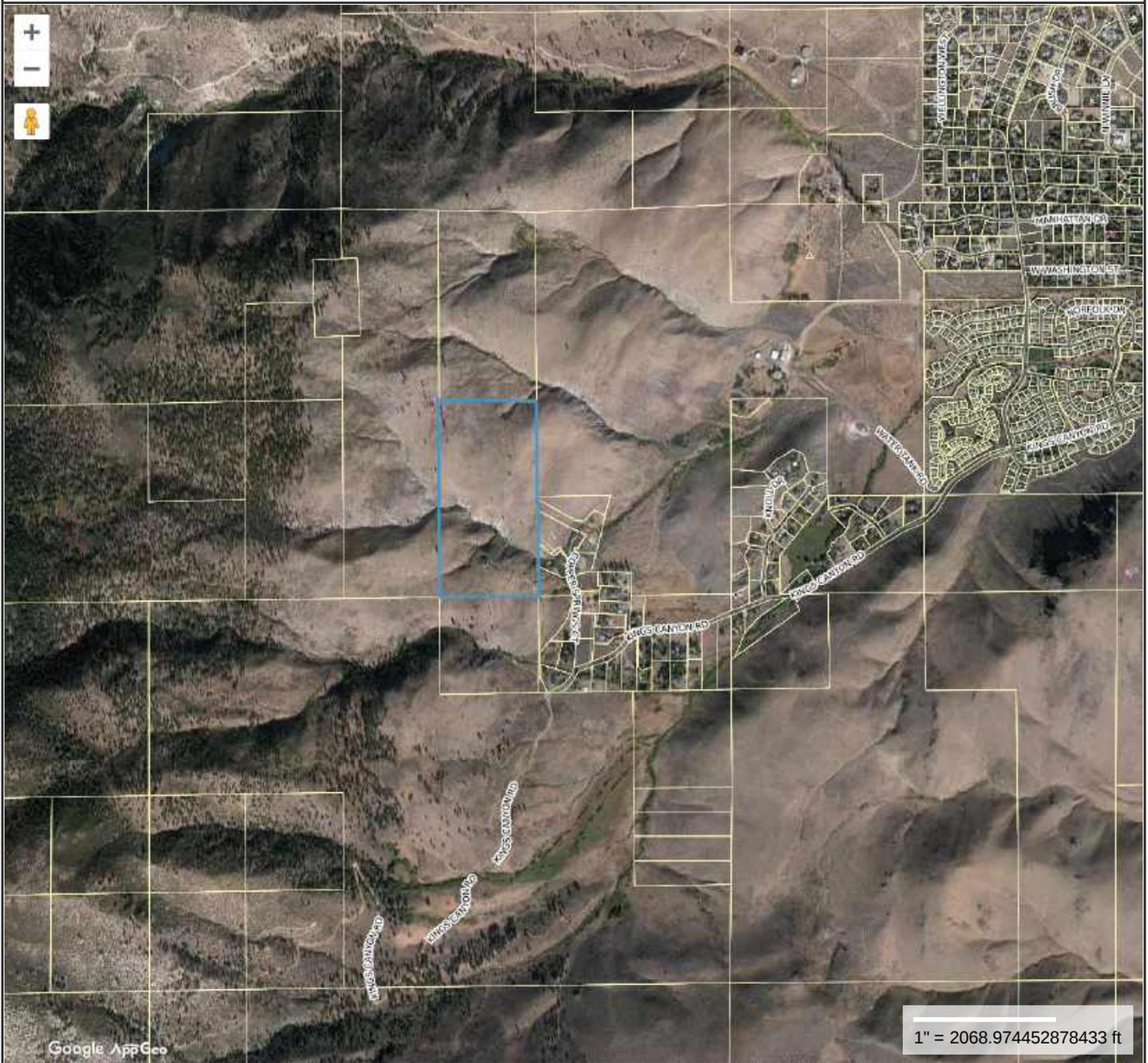
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### Map #3: USFS Conveyance



**Property Information**

**Property ID** 00706181  
**Location** SEC 14 15/19  
**Owner** CARSON CITY  
**Acres** 80



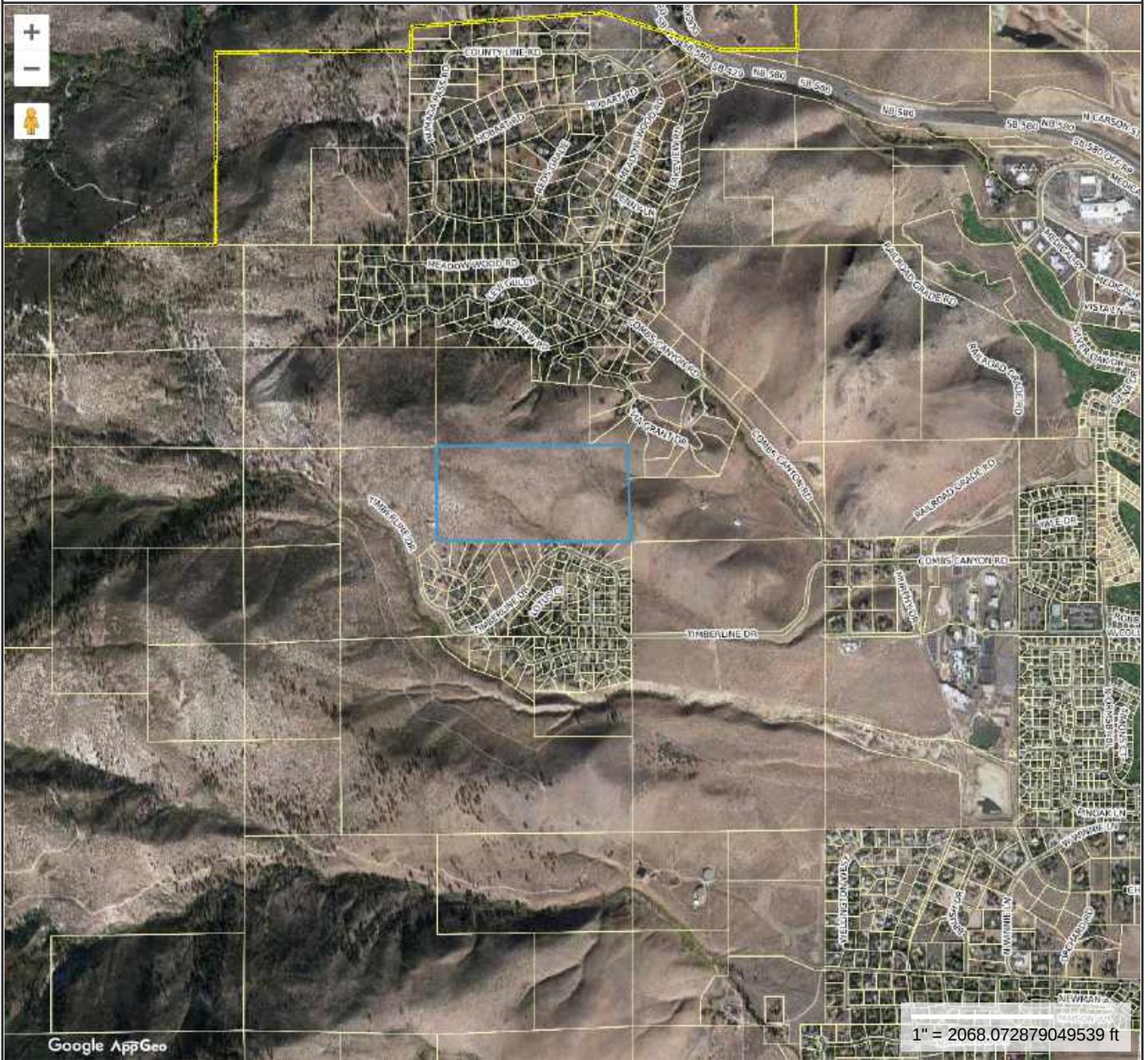
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### Map #4: USFS Conveyance



**Property Information**

**Property ID** 00709116  
**Location** SEC 04 15/19 N2 SE4  
**Owner** CARSON CITY  
**Acres** 80



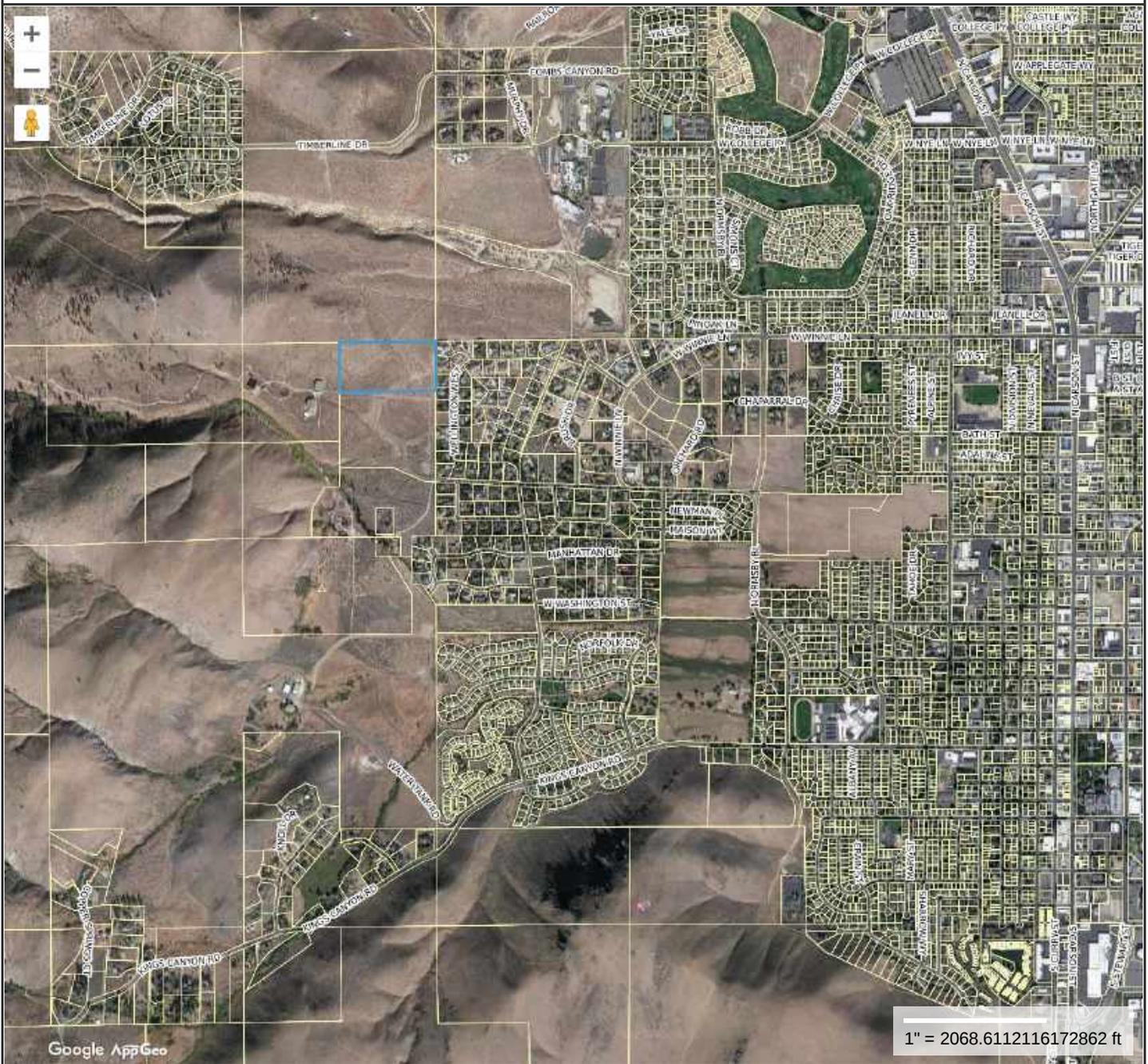
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### Map #5: Joost Acquisition



**Property Information**

**Property ID** 00710155  
**Location** ASH CANYON RD  
**Owner** CARSON CITY  
**Acres** 20.25



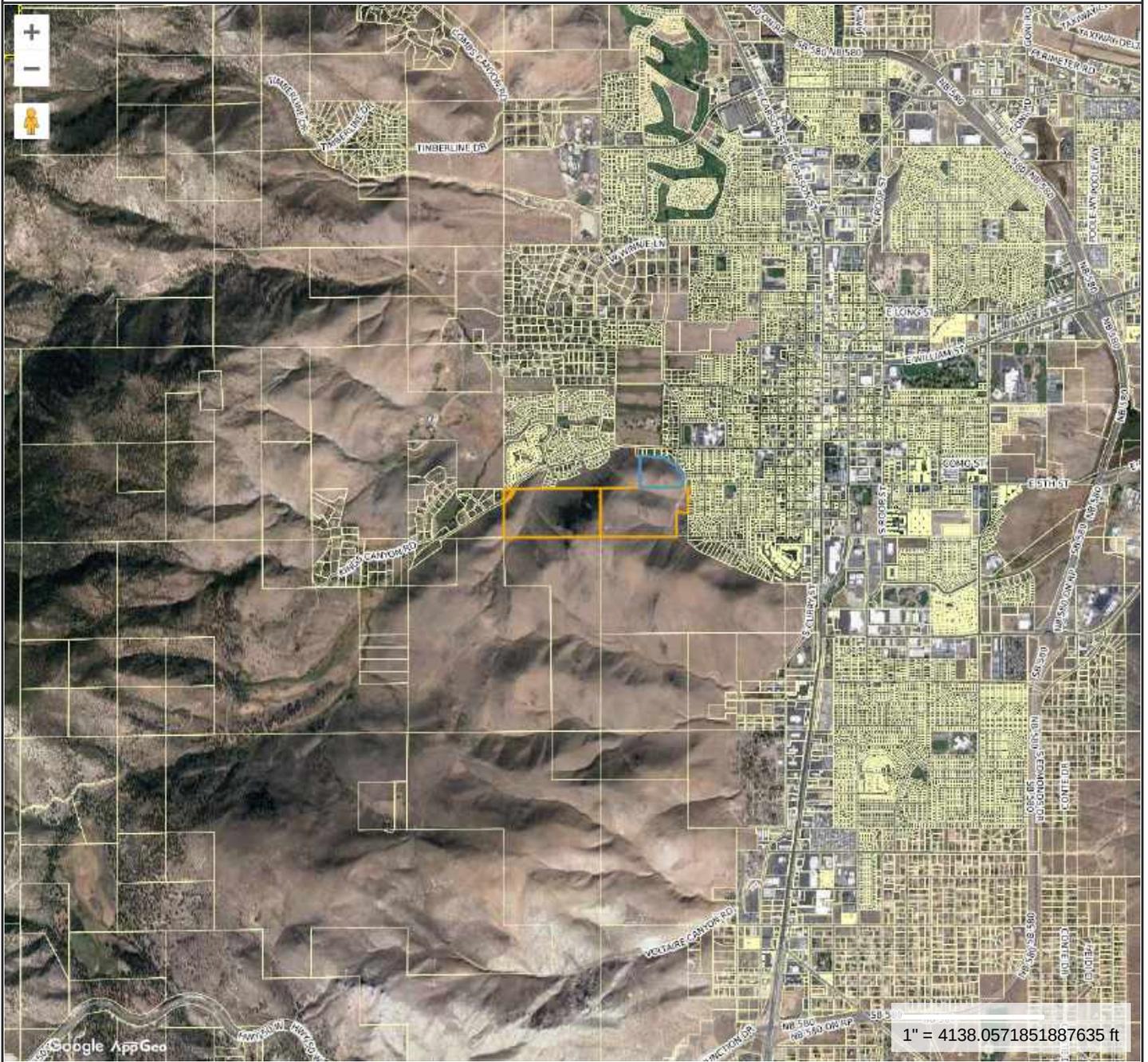
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### Map #6: Potter Acquisition and USFS Conveyance



**Property Information**

**Property ID** 00901405  
**Location** 502 S ORMSBY BLVD  
**Owner** CARSON CITY  
**Acres** 19



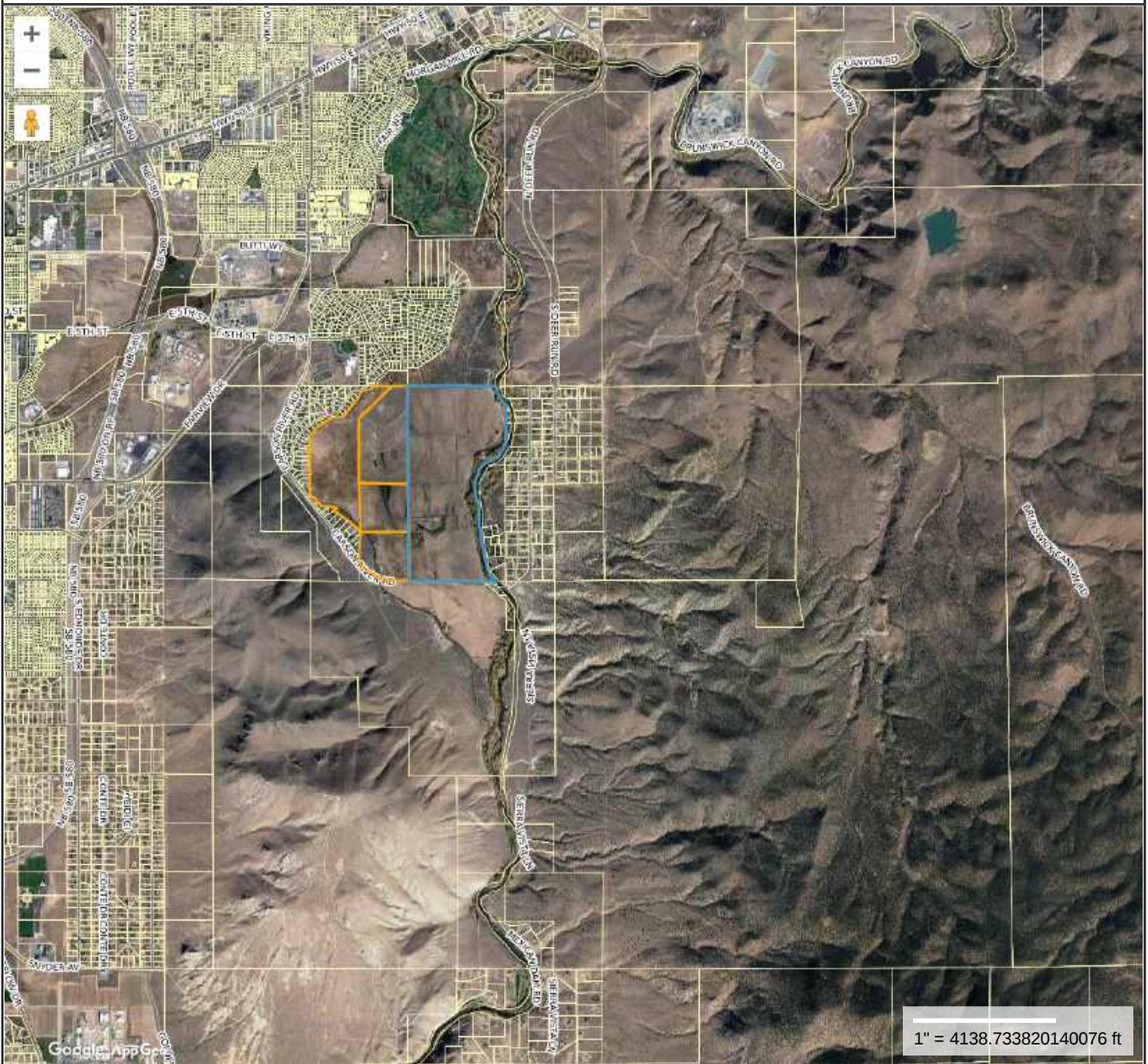
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# Map #7: Andersen & Jarrard Acquisitions and NDOT Mitigation Wetlands



### Property Information

**Property ID** 01002147  
**Location** 4900 CARSON RIVER RD  
**Owner** OPEN SPACE, CITY OF CARSON CITY  
**Acres** 257



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# STAFF REPORT

## Agenda Item: 5.D

**Report To:** Open Space Advisory Committee

**Meeting Date:** October 17, 2022

**Staff Contact:** Lyndsey Boyer, Open Space Manager, [lboyer@carson.org](mailto:lboyer@carson.org)

**Agenda Title:** For Possible Action: Discussion and possible action regarding a recommendation to the Board of Supervisors for an official property name for seven Open Space properties located throughout Carson City. (Lyndsey Boyer)

**Staff Summary:** Several properties acquired by the Open Space Division do not yet have official names. An online survey outlining the background, location and proposed nominations was available on the Carson City Parks, Recreation & Open Space Department website for two weeks to receive input and votes from the public. The results of that survey are outlined below.

**Agenda Action:** Formal Action/Motion

**Time Requested:** 30 minutes

### **Proposed Motion**

I move to recommend to the Board of Supervisors that the name for the seven Open Space properties should be called:

- Property #1: \_\_\_\_\_
- Property #2: \_\_\_\_\_
- Property #3: \_\_\_\_\_
- Property #4: \_\_\_\_\_
- Property #5: \_\_\_\_\_
- Property #6: \_\_\_\_\_
- Property #7: \_\_\_\_\_

### **Board's Strategic Goal**

N/A

### **Previous Action**

N/A

### **Background/Issues & Analysis**

The Open Space program is continuing to go through the official naming process for several unnamed properties throughout Carson City. Seven properties throughout Carson City were identified for formal naming. Open Space staff provided initial recommendations based on the natural history of the properties and location. A public survey was posted on September 16 and made available to the public on the Carson City website until September 30, 2022.

The list of proposed names, in order of property, include:

1. Ash Canyon Gateway - 79%
  2. Eagle View Open Space - 82%
  3. North Kings Canyon Open Space - 82%
  4. Manzanita Hill Open Space - 73%
  5. Ash Canyon Open Space - 76%
  6. C-Hill Open Space - 79%
  7. Buzzy's Ranch Open Space - 83%
- Other - (see attached comments and recommendations)
  - No comment - 3%

The public was notified via the Carson City Parks, Recreation & Open Space Department website and social media pages of the opportunity to vote. There was a total of 136 people who responded to the survey. Several participants added comments and provided alternative names for consideration. Some suggestions, if not selected at this time, may be added to the next survey for the naming of other properties within the vicinity. After the Committee takes action to name the property, staff will forward that recommendation to the Board of Supervisors for their consideration.

- ATTACHMENT 1 - Open Space Naming Map
- ATTACHMENT 2 - Open Space Property Naming - Survey
- ATTACHMENT 3 - Open Space Property Naming - Survey Results
- ATTACHMENT 4 - Open Space Naming Resolution

**Applicable Statute, Code, Policy, Rule or Regulation**

Resolution No. 2013-R-19: A Resolution Establishing Policies and Procedures for the Naming of Open Space Properties within Carson City.

**Financial Information**

Is there a fiscal impact?  Yes  No

If yes, account name/number:

Is it currently budgeted?  Yes  No

Explanation of Fiscal Impact:

**Alternatives**

Propose an alternative name or direct staff to identify additional nominations.

**Board Action Taken:**

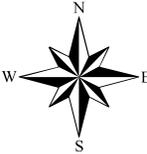
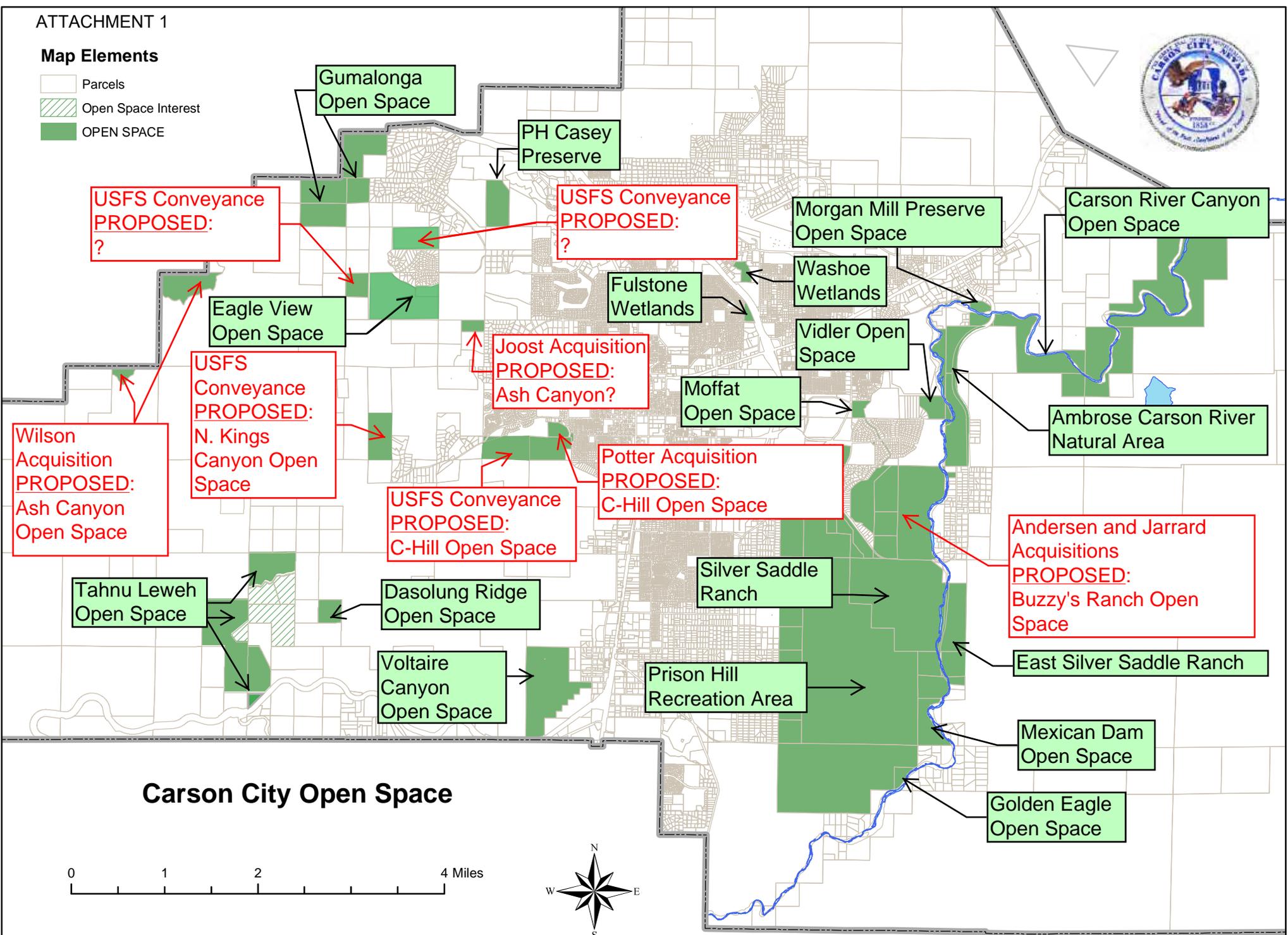
Motion: \_\_\_\_\_ 1) \_\_\_\_\_ Aye/Nay  
 2) \_\_\_\_\_ \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Vote Recorded By)

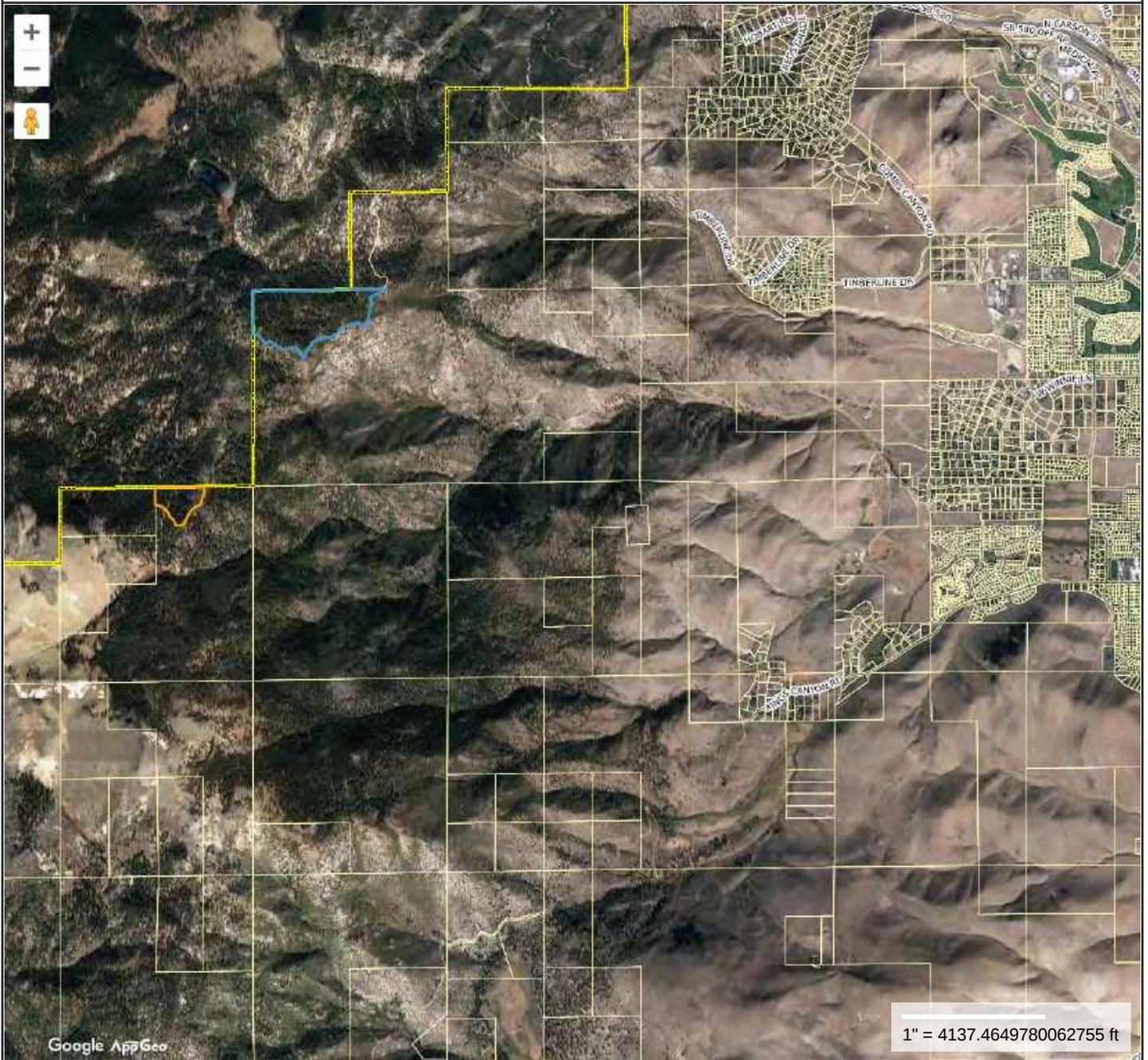
Map Elements

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- Open Space Interest
- OPEN SPACE



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### Map #1: Wilson Acquisition Map



**Property Information**

**Property ID** 00760102  
**Location** SEC 09 15/19  
**Owner** CARSON CITY  
**Acres** 96.28



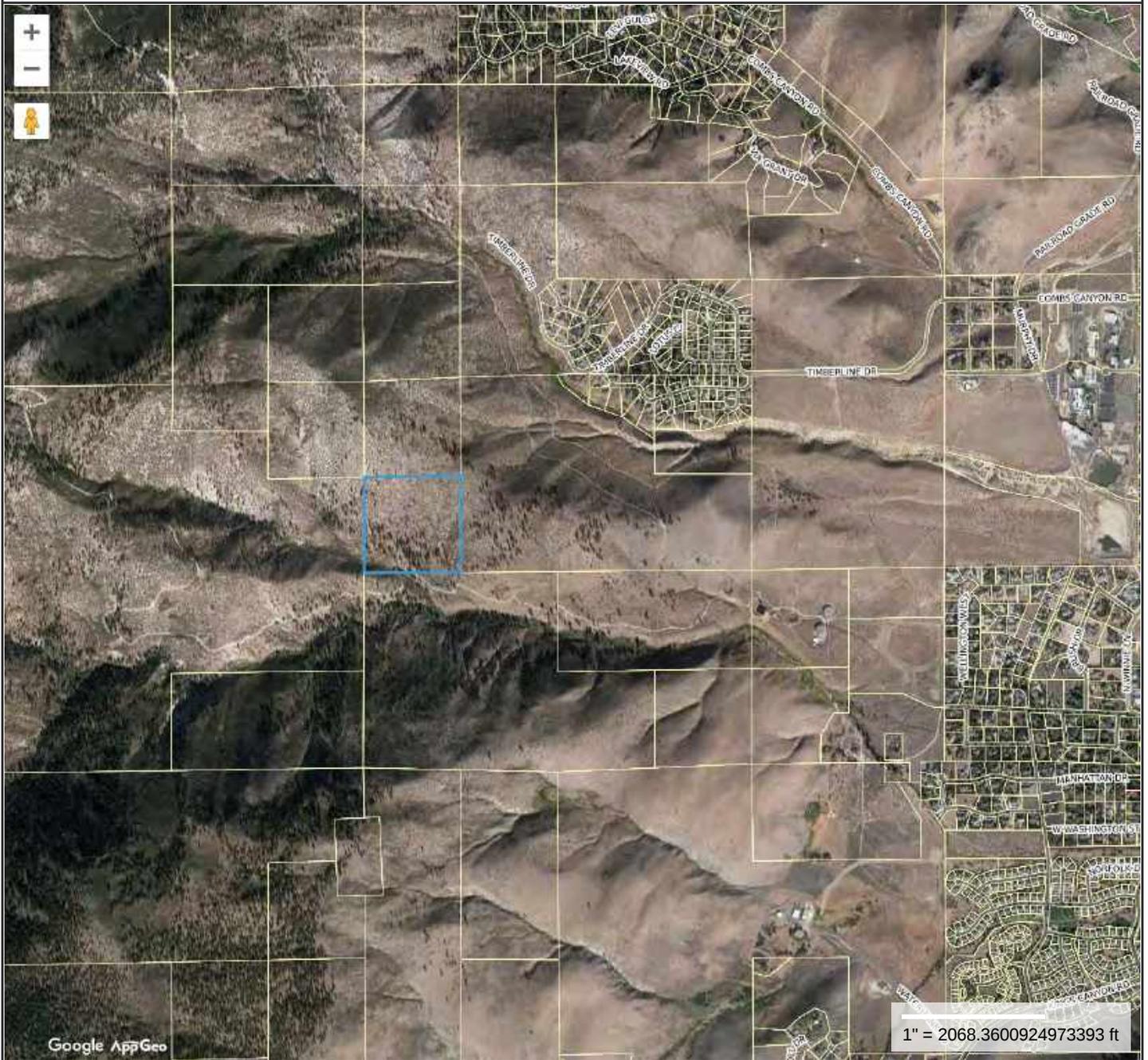
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### Map #2: USFS Conveyance Map



**Property Information**

**Property ID** 00709123  
**Location** SEC 11 15/19 SW4 NW4  
**Owner** STATE OF NEVADA  
**Acres** 40



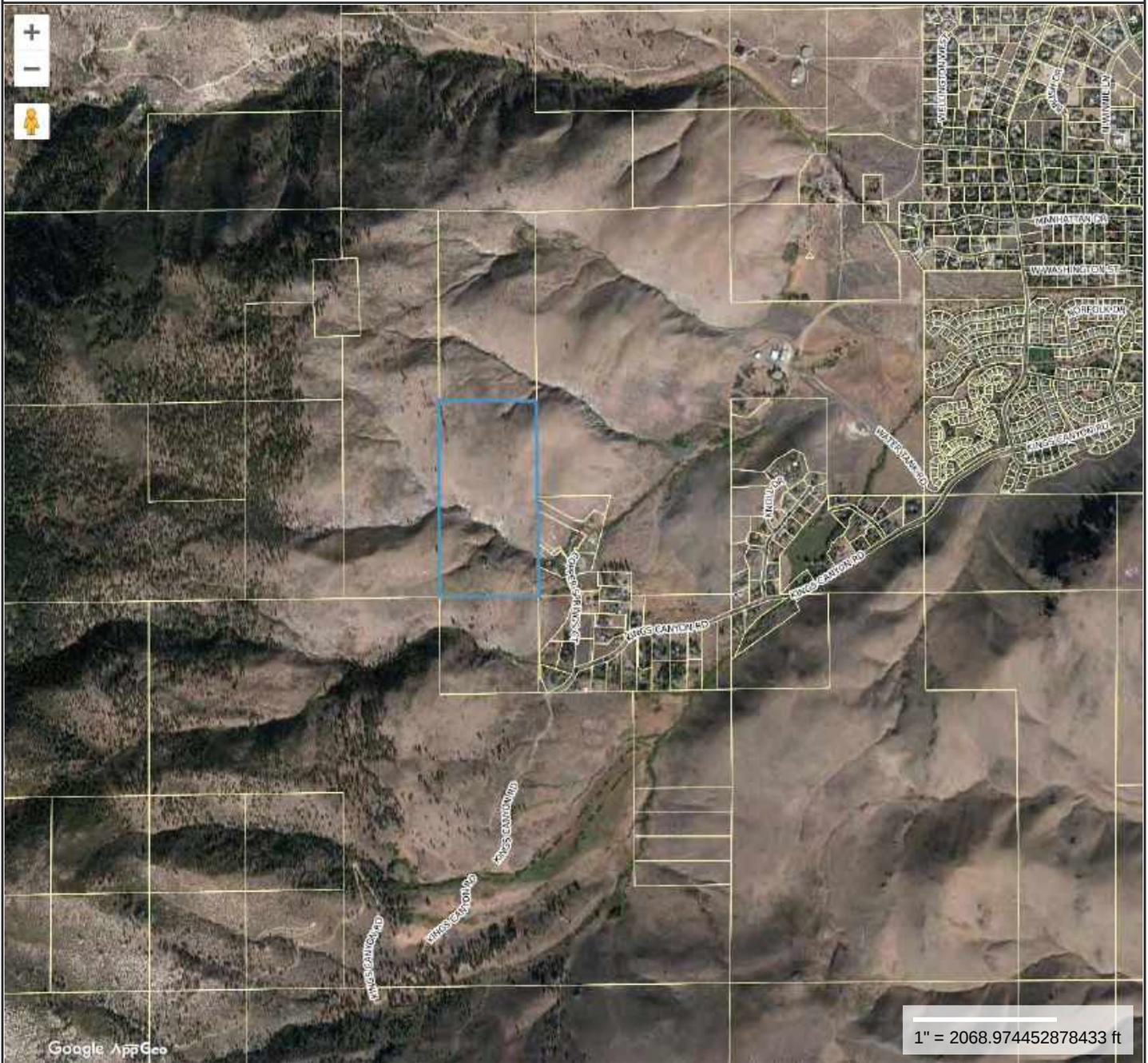
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### Map #3: USFS Conveyance



**Property Information**

**Property ID** 00706181  
**Location** SEC 14 15/19  
**Owner** CARSON CITY  
**Acres** 80



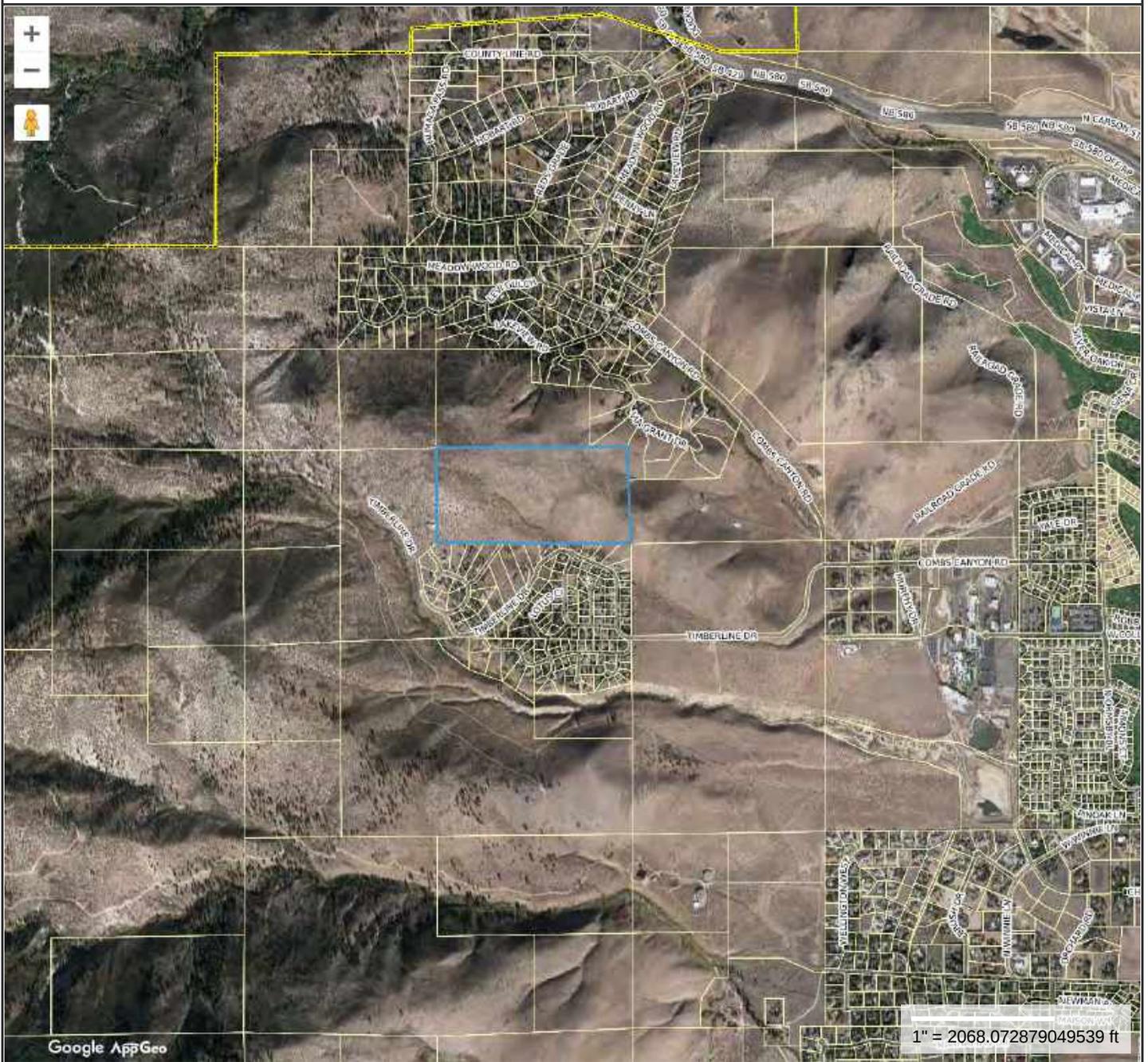
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### Map #4: USFS Conveyance



**Property Information**

**Property ID** 00709116  
**Location** SEC 04 15/19 N2 SE4  
**Owner** CARSON CITY  
**Acres** 80



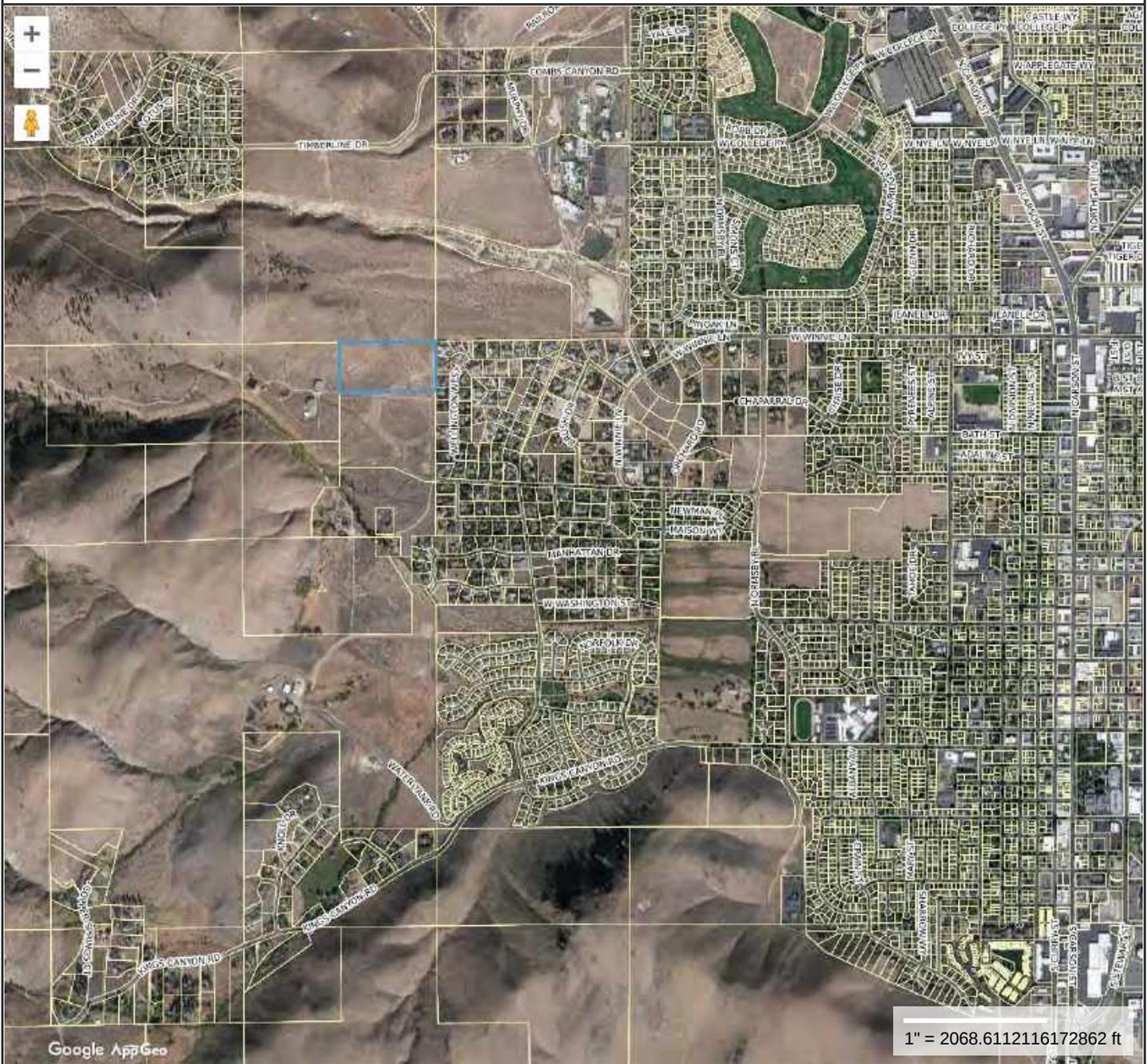
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### Map #5: Joost Acquisition



**Property Information**

**Property ID** 00710155  
**Location** ASH CANYON RD  
**Owner** CARSON CITY  
**Acres** 20.25



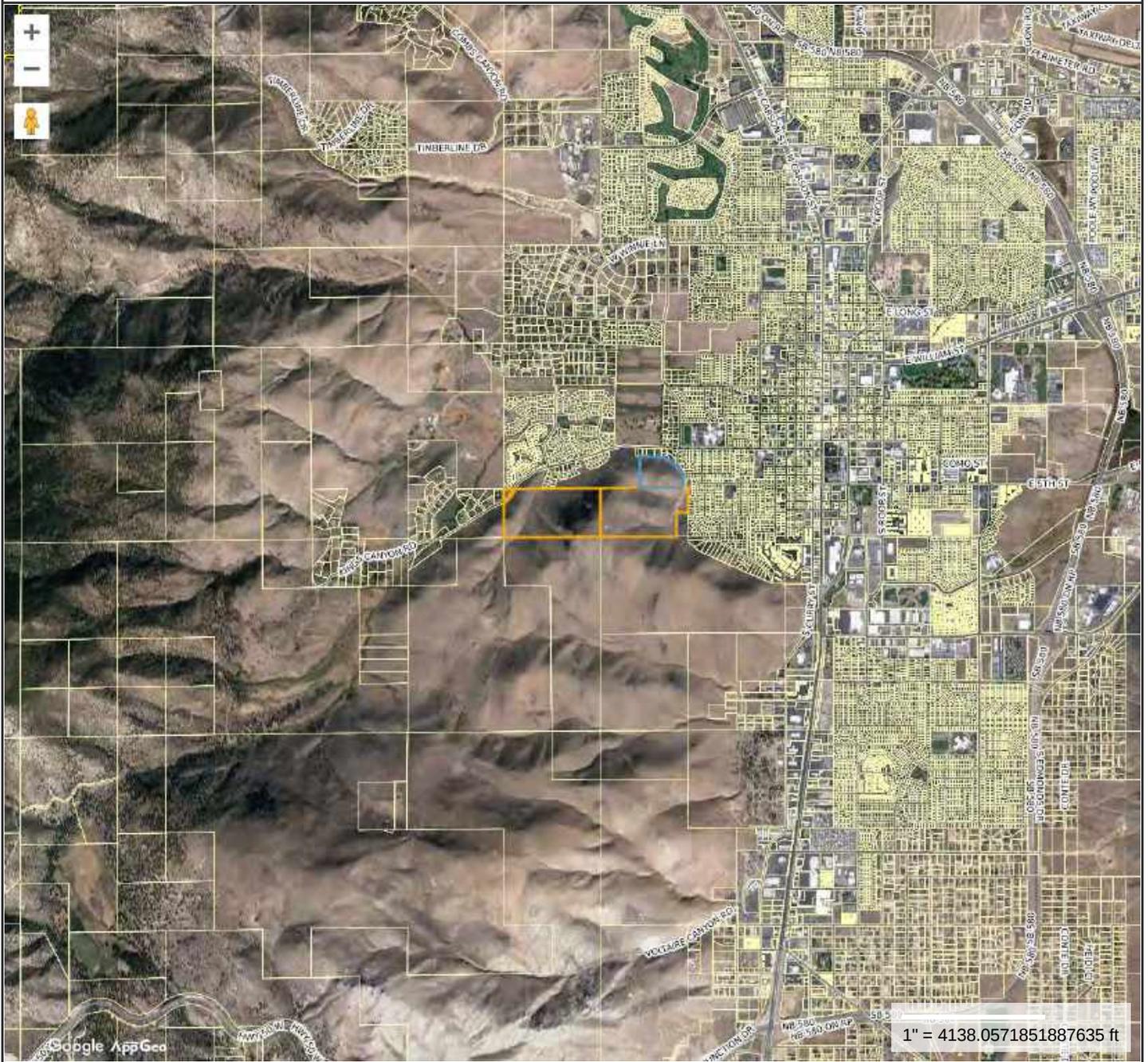
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### Map #6: Potter Acquisition and USFS Conveyance



**Property Information**

**Property ID** 00901405  
**Location** 502 S ORMSBY BLVD  
**Owner** CARSON CITY  
**Acres** 19



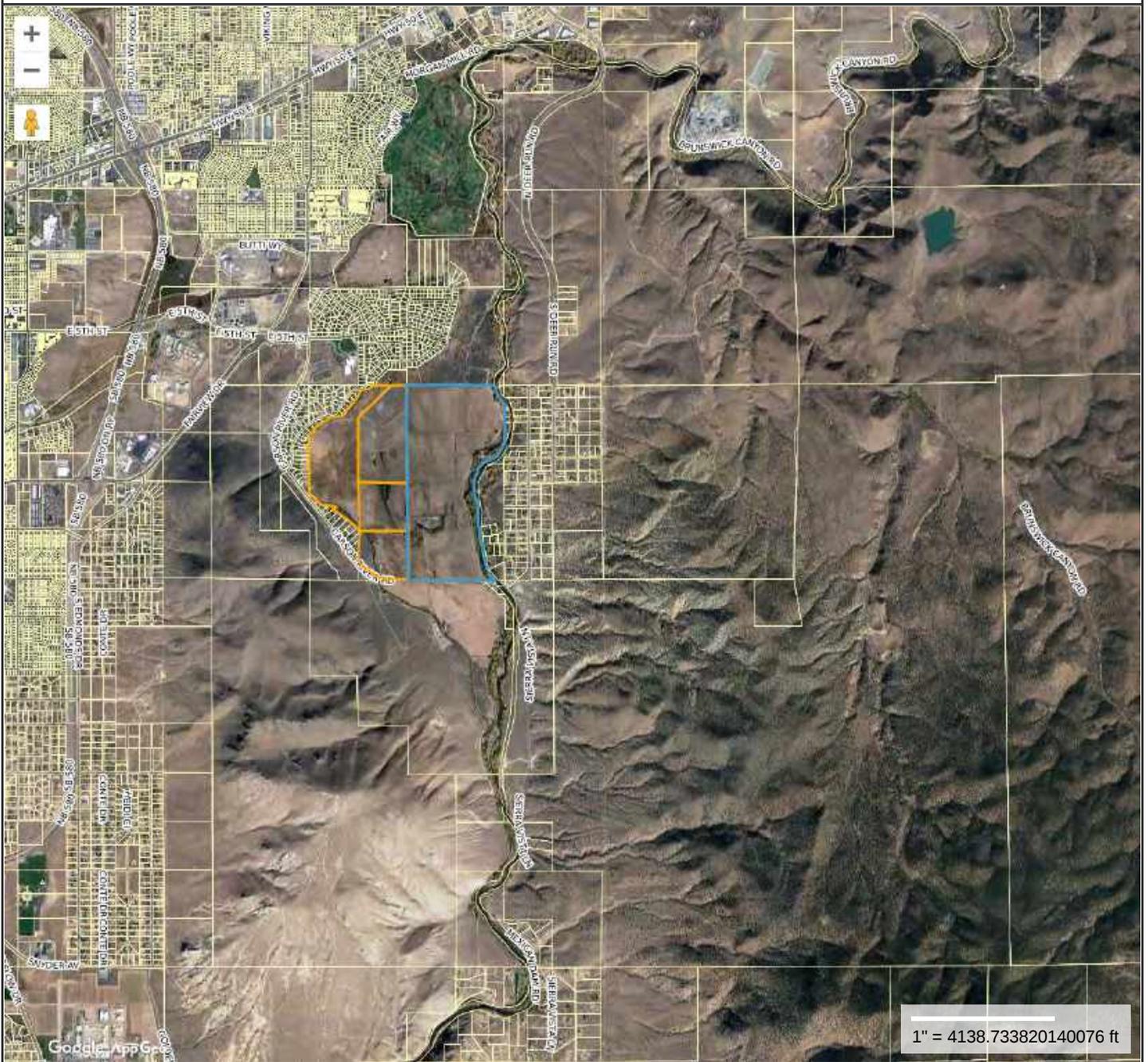
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### Map #7: Andersen & Jarrard Acquisitions and NDOT Mitigation Wetlands



**Property Information**

**Property ID** 01002147  
**Location** 4900 CARSON RIVER RD  
**Owner** OPEN SPACE, CITY OF CARSON CITY  
**Acres** 257



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## OFFICIAL NAMING OF PROPERTIES ACQUIRED BY THE CARSON CITY OPEN SPACE PROGRAM

September 16, 2022

---

Residents are invited to participate in a survey for the official naming of seven properties acquired by the Carson City Open Space Program. The subject properties are located throughout Carson City. Please refer to the map for each property location.

The policies for the naming of properties acquired by the Open Space Program were adopted by the Carson City Board of Supervisors as Resolution No. 2013-R-19. Notable policies include:

1. Official names should provide some form of individual identity to the property or specific part of any owned property.
2. If possible, names should be related to the unique natural landscape, geographic or topographic features, indigenous plants, or wildlife, cultural or historical heritage.
3. The naming for individuals and/or families should be reserved as an incentive towards significant donations of land and/or endowments. It is encouraged that any recommended name be designated posthumously.

The deadline for participation is **September 30, 2022**. The survey results and recommendations will be discussed with the Open Space Advisory Committee meeting on **October 17, 2022**.

Your participation is very much appreciated. Thank you.

If you have any comments or questions, please contact Lyndsey Boyer, Open Space Manager at [lboyer@carson.org](mailto:lboyer@carson.org) or (775) 283-7341.

**Map Reference #: 1**

- General Location: Located on the west side of Carson City at the top of Ash Canyon Road, located on the Carson City/Washoe County line.
- History: These 111.28 acres were acquired through as part of Nevada’s first Forest Legacy Program in 2009 to protect public motorized access from the east into the Lake Tahoe Nevada State Park backcountry, as well as to allow for passive recreation, conifer forest protection and wildlife habitat.
- Existing access and uses: The property can be accessed by Ash Canyon Road as you travel west to connect to the Lake Tahoe Nevada State Park backcountry and Hobart Reservoir. The property and associated road can be enjoyed by motorists, hikers, anglers, bicyclists, and equestrians.
- Recommendation:
  - Ash Canyon Gateway
  - Other. Please type recommendation and justification below:

---

  - No comment



**Map Reference #: 2**

- General Location: Located to the west of Eagle View Open Space in Ash Canyon.
- History: These 40 acres were conveyed from the U.S. Forest Service to Carson City per the Omnibus Public Land Management Act of 2009 to protect and manage as a natural area.
- Existing access and uses: The property can be accessed via the Vice Rim Trail from Foothill Drive Trailhead or ff Ash Canyon Road. This property provides contiguous wildlife habitat and viewshed protection with the adjacent Eagle View Open Space.
- Recommendation:
  - Eagle View Open Space
  - Other. Please type recommendation and justification below:

---
  - No comment



**Map Reference #: 3**

- General Location: Located to the north of Kings Canyon Road from the Kings Canyon Trailhead.
- History: These 80 acres were conveyed from the U.S. Forest Service to Carson City per the Omnibus Public Land Management Act of 2009 to protect and manage as a natural area.
- Existing access and uses: The property can be accessed via N. Kings Canyon Road from the Kings Canyon Trailhead. The property allows for hiking, mountain biking and equestrian use while providing sweeping views of the City.
- Recommendation:
  - North Kings Canyon Open Space
  - Other. Please type recommendation and justification below:

---

  - No comment



**Map Reference #: 4**

- General Location: Located north of the Timberline subdivision, south of the Lakeview subdivision in west Carson City.
- History: These 80 acres were conveyed from the U.S. Forest Service to Carson City per the Omnibus Public Land Management Act of 2009 to protect and manage as a natural area.
- Existing access and uses: The property can be accessed the Timberline subdivision.
- Recommendation:
  - Manzanita Hill Open Space
  - Other. Please type recommendation and justification below:

---

  - No comment



**Map Reference #: 5**

- General Location: Located at the base of Ash Canyon Road, directly east of the water tanks and adjacent to the Wellington Crescent neighborhood.
- History: These 20.25 acres were purchased in 2012 using Quality of Life Sales and Use Tax Funds for open space preservation.
- Existing access and uses: The property can be accessed via Ash Canyon Road, approximately 0.4 miles from the end of pavement.
- Recommendation:
  - Ash Canyon Open Space
  - Other. Please type recommendation and justification below:

---
  - No comment



**Map Reference #: 6**

- General Location: Located on the east side of Carson City, east of Ormsby Boulevard and South of Kings Canyon Road.
- History: These 147 acres were conveyed from the U.S. Forest Service to Carson City per the Omnibus Public Land Management Act of 2009 to protect and manage as a natural area. Additionally, 20.83 additional acres were purchased in 2013 using Quality of Life Sales and Use Tax Funds for open space preservation.
- Existing access and uses: The properties can be accessed from the C-Hill Trailhead located off McKay Drive. Additionally, the western parcel can be assessed from the Longview Trailhead.
- Recommendation:
  - C-Hill Open Space
  - Other. Please type recommendation and justification below:

---

  - No comment



**Map Reference #: 7**

- General Location: Located on the east side of Carson City, adjacent to the Carson River, between Silver Saddle Ranch and Riverview Park.
- History: These 454.78 acres were purchased in 2007 and 2010 using Quality of Life Sales and Use Tax Funds and Nevada Division of State Lands, Conservation and Resource Protection Grant Program (Question 1) funds.
- Existing access and uses: The properties can be accessed from the Buzzy’s Ranch Trail to the east – from Carson River Park or Riverview Park, or the Mexican Ditch Trail to the West. The property is an active agricultural area, as well as providing critical migratory bird habitat.
- Recommendation:
  - Buzzy’s Ranch Open Space
  - Other. Please type recommendation and justification below:

---
  - No comment



ATTACHMENT 3

**Carson City Parks, Recreation & Open Space Department**  
 Open Space Property Naming

Nomination	Justification
<b>Property #1</b>	
<i>Ash Canyon Gateway</i>	
Ash2Park Connector	
N/A	Ask our indigenous residents to name it.
Ash Canyon Summit	Gateway does not reflect the natural beauty of the area.
Ash Canyon	
Depa View (Pinenut View)	
Miner's Repose	
Ash Overlook or Highway to Hobart	
Ash Canyon Peak	
Potter's Carson City Overlook	We wouldn't be getting that great view without Jeff Potter starting the trail building process.
Ash Canyon Open Space	
West Ash Canyon Gateway	Perhaps this would be more appropriate given the physical location of the property.
Foresty McForest Place	
N/A	I have no alternative suggestions, but Gateway sounds weird to me.
Sierra Crest Passage	
Ash-Hobart Park	Because it contains Hobart Reservoir.
Legacy Look	
Backcountry Gateway	
Nevada State Parks Hobart Trailhead	The word gateway, to me, would be used at the bottom of Ash Canyon.
Conifer Gulch	
Upper Ash Canyon Forest	
Ash Canyon Open Space	It's a continuation of the open space.
Up The Ash	
Ash Canyon Viewcrest	
Butterbean's Open Space	She is the queen of queen guinea pigs.
Emily's Ash Canyon Gateway	
<b>Property #2</b>	
<i>Eagle View Open Space</i>	
Ash Wildlife Vista	
N/A	Ask our indigenous residents to name it.
Eagle's View	
Claimless Hilltop	
Ash View or Eagle Ash Perch or Eagle Ash Crest	
Eagle View Wildlife Corridor	
Eagle Vista Open Space	
Eagle View Portal	

ATTACHMENT 3

East Ash Canyon Gateway	Perhaps this would be more appropriate given the physical location of the property.
Eagle Poop On Yo Head Canyon	
Wina Vista	Wina means Eagle in Paiute.
Eagle View Scenic Open Space	
Eagle View Gateway	Open Space is a terrible term that should be modified at all of CC areas. The names should convey something of recreation, outdoor beauty or use
Eagle View	
Eagle Valley View Open Space	
Eagle View	
Eagle Valley View Point	
Juniper's Frolick	
Katy's Open Space	
<b>Property #3</b>	
<i>North Kings Canyon Open Space</i>	
Kings Canyon North Vista	
N/A	Ask our indigenous residents to name it.
King's Canyon	
Slippery Slope	
Kings Kingdom or Kings Foothill Conservation Area	
Sage View Crest	
North Kings Canyon Recreation Area	
N. Kings Canyon Passageway	
Dirt Path McDirt Path	
Poenabe Vista	Poenabe means chief.
N. Kings Canyon Recreational Open Space	
N/A	Anything but Open Space.
North Kings Canyon	
Western Foothills Open Space	
Carson Overlook Open Space	
Kings Canyon North	
Pine Top Ridge	
Guinea Pig Overlook	
Patricia's Steep Hillside	
<b>Property #4</b>	
<i>Manzanita Hill Open Space</i>	
Timberline Open Space	Keep names as a place.
N/A	Ask our indigenous residents to name it.
Manzanita	
Valley View	
Paradise View Preservation Area or Timberline View Conservancy	
Manzanita Hill Ridge Line View	

ATTACHMENT 3

Manzanita Hill Corridor	
Timberline/Manzanita access	
Smokey Path	
Timberview	Combo of Lakeview and Timberline.
Do hoo ya Lookout	Do hoo ya means deer in Paiute.
N/A	Anything but Open Space.
Manzanita Hill	
Timberline Open Space	So people can easily make a connection to location.
Eastern Sierra Front Open Space	Is this an official name on the USGS map? If so, then no change - If not then I would suggest Eastern Sierra Front Open Space.
Timberline	
Juniper Hill Open Space	
Bob Crowell Open Space	
Manzanita Hill	
Manzanita Hill	
Scout's Roost	
Jessica's Viewpoint	
Timberline Open Space	
<b>Property #5</b>	
<i>Ash Canyon Open Space</i>	
Water Tanks Vista	
N/A	Ask our indigenous residents to name it.
Wellington Crescent	
Ash Canyon	
Hike's Plane	
Ash You Were Area or Lower Ash Recreation Area or Ash Basecamp Area	
The Tank's Open Space	
Ash Canyon Nature Preserve	
Ash Canyon Corridor	
Joost Open Space	Captures some of the history of the base of Ash Canyon.
Boring Place	
Artemisia Meadow	Artemisia is sagebrush in Spanish.
Water Tank Territory	
N/A	Anything but Open Space.
Almost Ash	
Ash Canyon Alluvial Open Space	Since not in Ash Canyon.
Lower Ash Canyon Open Space	
Lone Tree Open Space	
Carson Overlook Open Space	
Ash Canyon	
Ash Canyon Scenic View	
Ms. Miller's Plateau	

ATTACHMENT 3

Wellington Open Space	
<b>Property #6</b>	
<i>C-Hill Open Space</i>	
C- Hill Connector Open Space	
N/A	Ask our indigenous residents to name it.
Carson Hill	
C-Hill	
C-Hill	
Capitol View Open Space	
C-Neck View	
C-Hill Conservation Area or C-Hill View Area or South Kings Kingdom Area	
Carson Hill Preserve	
C-Hill Corridors	
The Big C	
Carson Colinas (Colinas means Hills in Spanish)	
N/A	Anything but Open Space.
C-Hill	
C-Hill	
C-Hill	
Maria's C Hill Open Space	
<b>Property #7</b>	
<i>Buzzy's Ranch Open Space</i>	
N/A	Ask our indigenous residents to name it.
Dove Swale	Moist valley land with lots of doves.
Buzzy's Ranch	
The Ranch	
Right Kind of Nothing	
East Carson Conservancy	
Buzzy's Ranch Meadows	
Buzzy's Ranch Conservation Area	
Buzzy's Ranch Corridor	
Great Makeout Place	
Prado Verde Ranch	Means verdant meadow in Spanish.
N/A	Anything but Open Space.
Buzzy's Ranch	
Migratory Bird Open Space	
Riverview Park	
Silver Saddle Open Space	
Buzzy's Ranch	
Buzzy's Ranch Wildlife Refuge	
Laverne Buzzy's Ranch Open Space	

**RESOLUTION NO. 2013-R-19**

**A RESOLUTION ESTABLISHING POLICIES AND PROCEDURES  
FOR THE NAMING OF OPEN SPACE PROPERTIES  
WITHIN CARSON CITY**

WHEREAS, the Open Space Program was created through a voter-approved ballot initiative in 1996, often referred to as Question 18; and

WHEREAS, Carson City Charter Provision 2.230 empowers the Board of Supervisors to regulate public parks, buildings, grounds and rights-of-way within the City; and

WHEREAS, Carson City Charter Provision 8A.030 defines open space as real property that is undeveloped or partially developed natural landscape, including, but not limited to, ridges, stream corridors, natural shorelines, scenic areas, watershed areas, viewsheds, agricultural or other land devoted exclusively to open-space use, conservation easements and easements devoted or connecting to open-space use; and

WHEREAS, the Board of Supervisors desires to establish policies and procedures for the naming of the open space properties within Carson City;

NOW, THEREFORE, this Board hereby resolves to adopt the following:

POLICIES

1. Names should provide some form of individual identity to the property or specific part of any owned property.
2. If possible, names should be related to the unique natural landscape, geographic or topographic features, indigenous plants or wildlife, cultural or historical heritage.
3. The naming for individuals and/or families should be reserved as an incentive towards significant donations of land and/or endowments. It is encouraged that any recommended name be designated posthumously.
4. Individuals and organizations should be encouraged to submit nominations to the Parks and Recreation Department.
5. Due to their familiarity with the individual properties, committee members and staff may submit nominations.

PROCEDURES

1. After the City has acquired title to the property, the Parks and Recreation Department is responsible to solicit nominations.
2. The Parks and Recreation Department will publicize the open period including the deadline for nominations.
3. A formal nomination and justification must be submitted, in writing, to the Parks and Recreation Department.
4. The Parks and Recreation Department staff will review and research the nomination(s). Staff will prepare a written summary for the Open Space Advisory Committee (OSAC).
5. The Open Space Advisory Committee will review the nomination(s) for consideration at a regularly scheduled meeting. Upon OSAC recommendation, Parks and Recreation Department staff will forward to the Board of Supervisors for approval.
6. Upon Board of Supervisors' approval, the name shall be identified on open space signage and materials.

Upon motion by Supervisor John McKenna, seconded by Supervisor Brad Bonkowski, the foregoing resolution was passed and adopted this 2<sup>nd</sup> day of May, 2013, by the following vote:

AYES: Supervisor John McKenna  
Supervisor Brad Bonkowski  
Supervisor Karen Abowd  
Supervisor Jim Shirk  
Mayor Robert Crowell

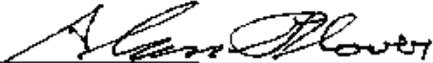
NAYS: None.

ABSENT: None.

ABSTAIN: None.

  
\_\_\_\_\_  
ROBERT L. CROWELL, Mayor

ATTEST:

  
\_\_\_\_\_  
ALAN GLOVER, Clerk - Recorder





## STAFF REPORT

**Report To:** Board of Supervisors **Meeting Date:** May 4, 2023

**Staff Contact:** Jennifer Budge, Parks, Recreation and Open Space Director

**Agenda Title:** For Possible Action: Discussion and possible action regarding a proposed draft of the Prison Hill Master Plan for the preservation, design and development of Prison Hill in Carson City. (Gregg Berggren, gberggren@carson.org and Lyndsey Boyer, lboyer@carson.org)

**Staff Summary:** This item is to consider the final draft of the Prison Hill Master Plan. This plan includes planning recommendations for the entire Prison Hill area that incorporates preservation of natural resources with considerations for recreational uses.

**Agenda Action:** Formal Action / Motion **Time Requested:** 45 minutes

---

### **Proposed Motion**

I move to approve the Prison Hill Master Plan as presented [with any revisions as discussed on the record].

### **Board's Strategic Goal**

Quality of Life

### **Previous Action**

April 18, 2022 (Item 7): The Open Space Advisory Committee ("OSAC") moved to recommend to the Board of Supervisors the Prison Hill Recreation Area Master Plan with the changes discussed. The vote was 6-0-0.

June 15, 2020 (Item 3B): OSAC moved to recommend to the Board of Supervisors approval of the draft Prison Hill Recreation Area Master Plan. The vote was 6-0-1.

### **Background/Issues & Analysis**

The 2016 Management Plan for Carson City Open Space and Parks in the Carson River Area identified the need for a "future planning effort." Prison Hill has become an increasingly popular outdoor recreation destination in recent years, and since 2016 there have been a number of updates, changes and developments to the area collectively referred to as "Prison Hill". The purpose of the Prison Hill Master Plan is to:

1. Provide an update on activities at Prison Hill since the Management Plan was written.
2. Provide recommendations to guide future land use planning and management efforts, including trailheads, access points and trails.
3. Incorporate current planning and management efforts for the OHV area on the south end of Prison Hill.
4. Provide recommendations for the 114-acre parcel in the vicinity of the Koontz Lane water tank.

### **Applicable Statute, Code, Policy, Rule or Regulation**

**Financial Information**

**Is there a fiscal impact?** No

**If yes, account name/number:**

**Is it currently budgeted?** No

**Explanation of Fiscal Impact:** There is no fiscal impact with approval of the master plan; however, the plan does identify potential improvements. Should the plan be approved, staff will implement priorities identified by the Board of Supervisors into future budgets for consideration, while seeking grants, sponsorships and other funding sources necessary to implement the plan.

**Alternatives**

Do not approve the plan as presented, modify the plan and/or provide alternate direction to staff.

**Attachments:**

[Prison Hill Master Plan Presentation.pdf](#)

[Draft Prison Hill Master Plan - FINAL.pdf](#)

**Board Action Taken:**

Motion: \_\_\_\_\_

1) \_\_\_\_\_

2) \_\_\_\_\_

Aye/Nay

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Vote Recorded By)



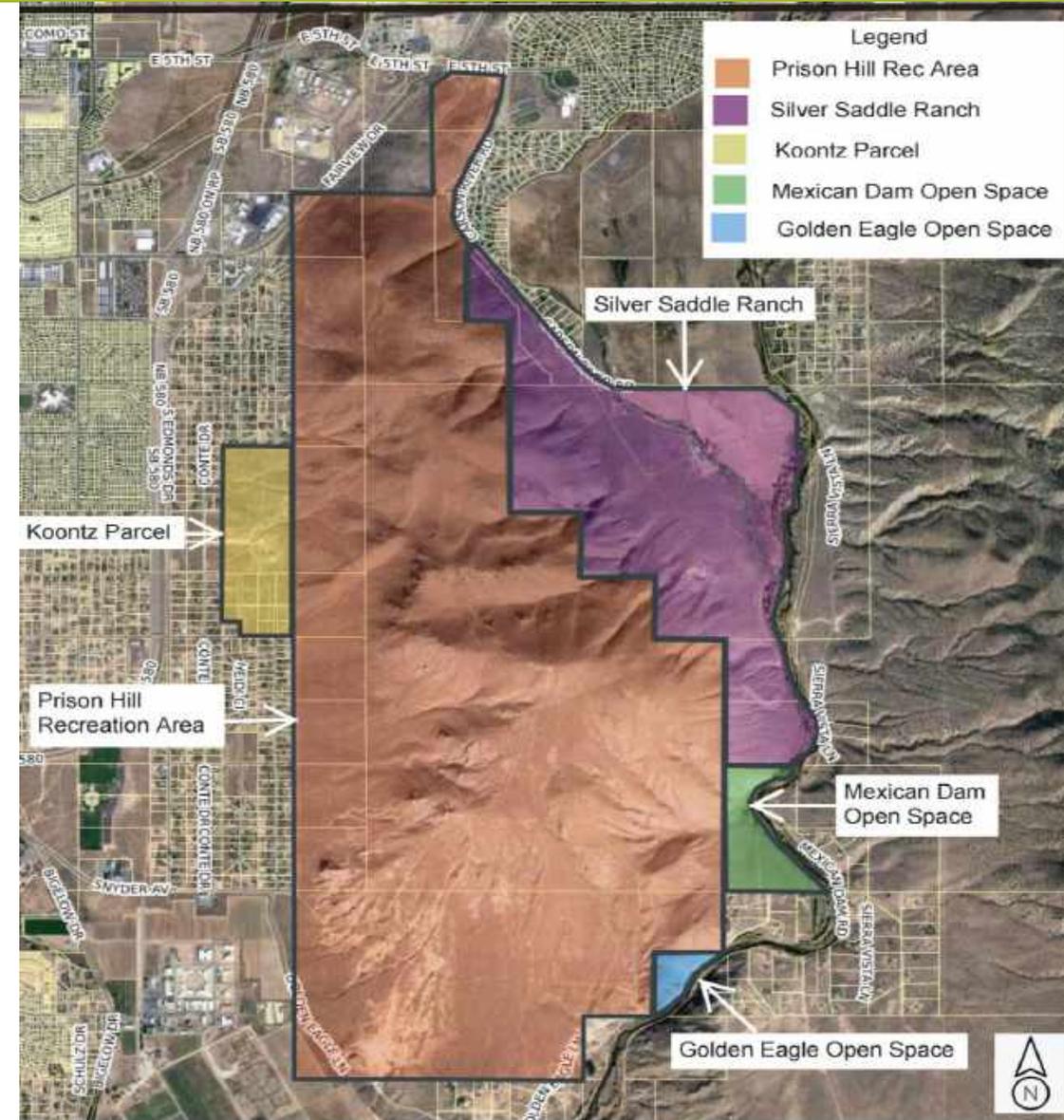
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# Prison Hill Master Plan

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# Prison Hill covers over 3,200 acres (about five square miles) Most of it managed by the Carson City Open Space Division

- Prison Hill Recreation Area – 2,515 acres
- Golden Eagle Open Space – 19 acres
- Mexican Dam Open Space – 64 acres
- Koontz Parcel – 114 acres
- Silver Saddle Ranch – 808 acres (western slopes and trailheads included for planning purposes)



Prison Hill

# Vision

“...to protect and preserve the natural resources, cultural resources, scenic beauty, and conservation values of the property, while balancing the needs of a growing and changing population by providing high quality recreational opportunities for a variety of users.”

# Planning Efforts

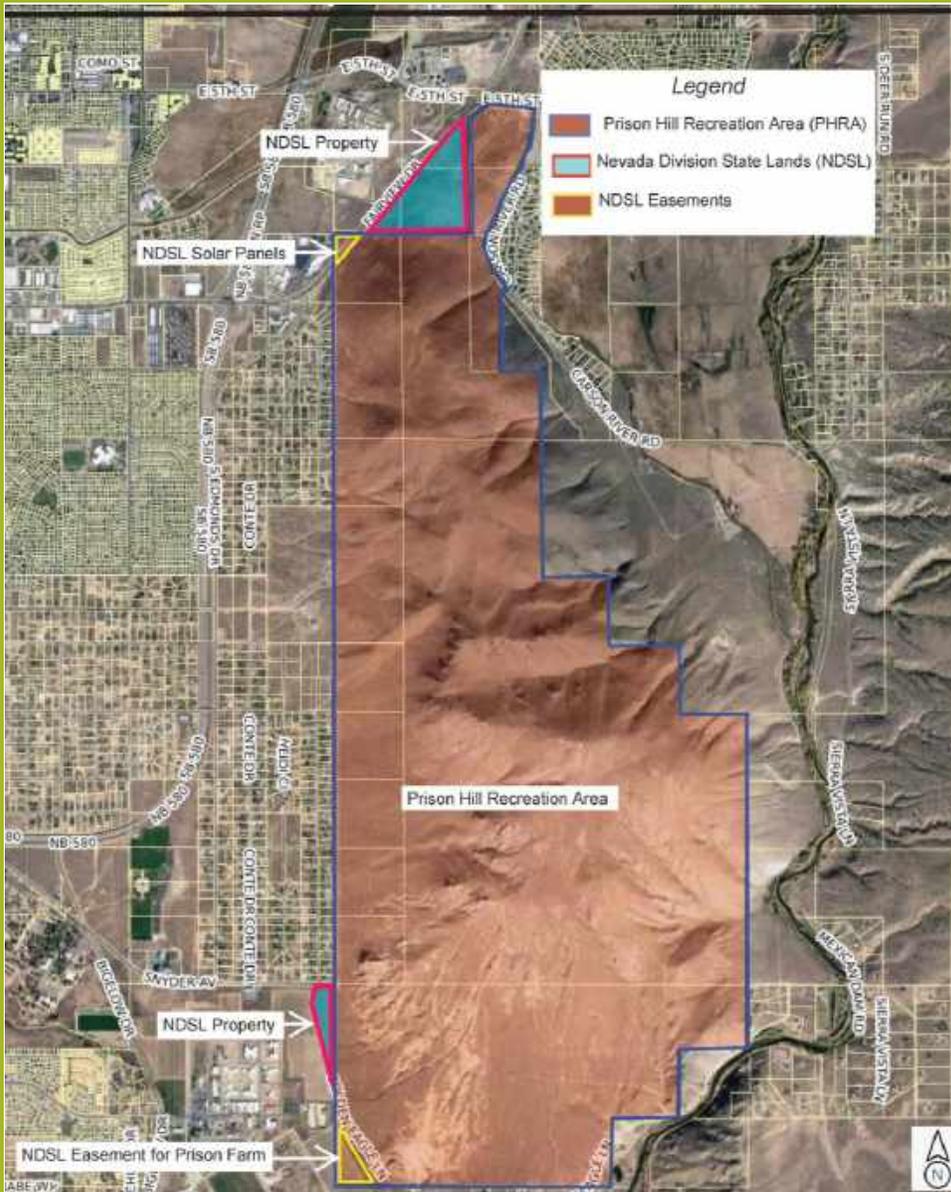
**Planning efforts since the 2016 *Management Plan for Carson City Open Space and Parks in the Carson River Area:***

- Eagle Valley Trails Committee Report (2017)
- Unified Pathways Master Plan (2006, revised 2007 and 2018)
- Signage Master Plan for Carson City Parks, Recreation & Open Space (2018)
- Prison Hill Recreation Area OHV Management Plan (2018)
- Prison Hill Recreation Area Master Plan Survey (2019)
- Prison Hill Recreation Area Open House (2020)

# Koontz Parcel

- Western 'Gateway' to Prison Hill
- 114-acres, conveyed to Carson City in 2015 as part of OPLMA, and designated for *Parks and Public Purpose*
- Plan recommends management by Open Space Division for non-motorized passive recreation in cooperation with Public Works
- Adjacent BLM parcels
  - If disposed by BLM, the plan recommends:
    - Retention of current SF1A zoning
    - Retention of existing pedestrian access points





Prison Hill Recreation Area and Nevada Division of State Lands

# State of Nevada Lands

- City and NDSL have adjoining properties
- Cooperative partner with NDSL to manage the properties in a way that meets goals and objectives of both landowners
  - May include easements or cooperative agreement
  - Example – existing license for trails on northern NDSL property.
- Consider future federal legislation to convey NDSL occupied properties that Carson City is not using to NDSL ownership

# Non-Motorized Trails

## *Trail Planning Guidelines:*

- Sustainability
- User Appeal
- Accessibility
- Environmental and Cultural Considerations
- Trails as Resilient Infrastructure





Prison Hill Trail Planning -- Non-Motorized

# Non-Motorized Trails

- **Prison Hill Trail** – Inclusive and accessible base trail connecting all of the trailheads in a loop
  - At least one trailhead with ADA accessible restroom on each side of Prison Hill
- **Singletrack Trails** – More challenging trails connecting trailheads across the hill and providing opportunities for loops
- **aMTB Opportunities**
- **Trail-Free Zones**

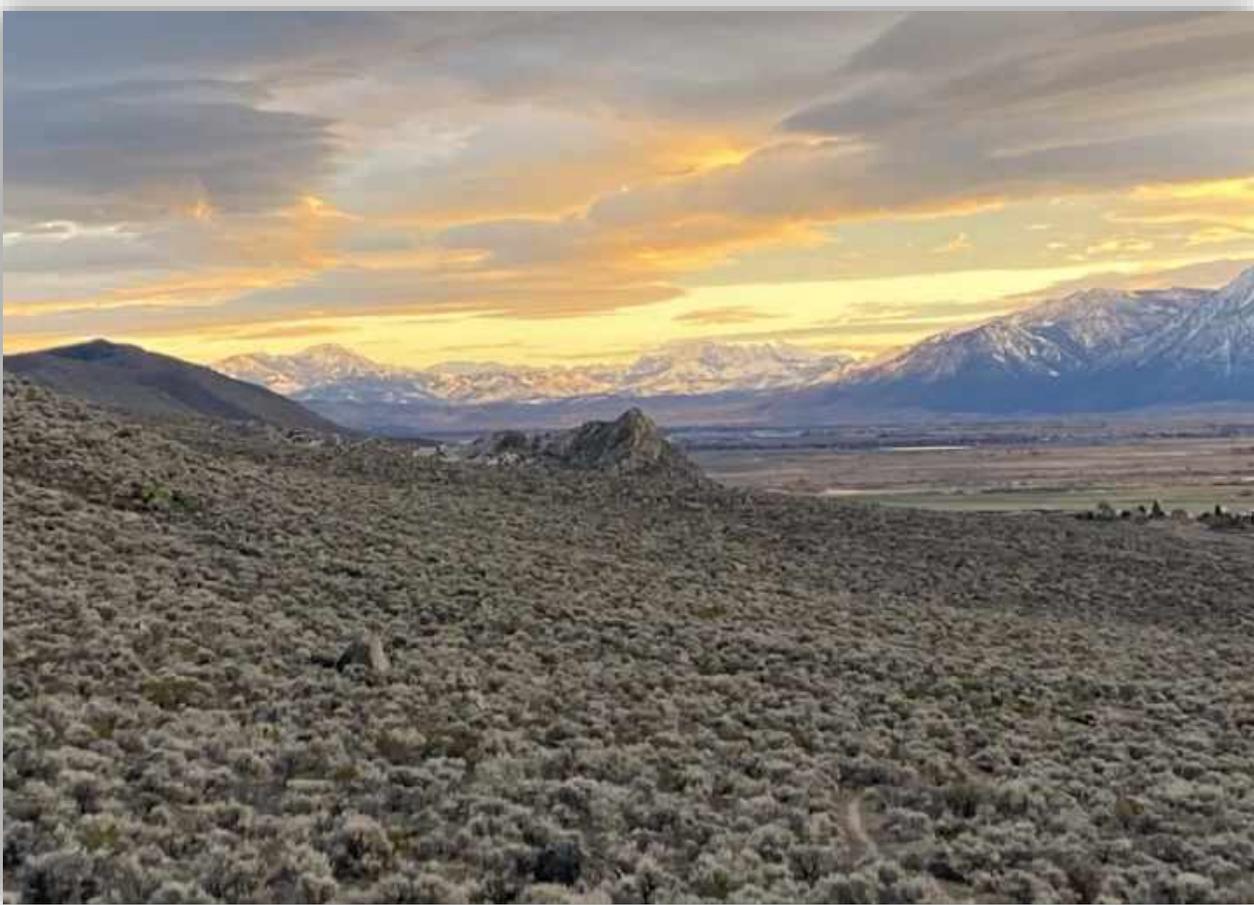
# OHV Area

About 900 acres on the south end of Prison Hill



- **Conveyed to Carson City in 2015;** motorized use permitted in the Conservation Easement
- **Historical Use** - Motorized recreation popular here for many decades; motorized travel was unrestricted
- **Some guidelines from the Plan:**
  - Better travel management
  - Offer variety of recreational opportunities in a family-friendly environment
  - Reduce user conflict and trespassing into adjacent residential area
  - Monitoring and maintenance
  - Recommends creation of Carson City Municipal Codes specific to OHV operation
    - Enable Sheriff and Park Rangers to cite for non-compliance with NRS 490 (OHV Registration)
    - Require spark arrestors
    - Limit sound to 96dbA

# Additional Chapters



- **Environmental Considerations**
  - Fuels Management
  - Invasive Species Management
  - Erosion and Sedimentation
  - Flora and Fauna
  - Visual Impacts
  - Monitoring
- **Event Guidelines** - Monitor and evaluate each event for impacts and issues and use that information to guide future event planning
- **Sign Plan**

# Actions, Guidelines, and Implementation

What, How, When, Who



- **Projects – Short Term**

- Currently grant funded, or may be funded within normal operating budget
- Five years or less

- **Projects – Long Term**

- Require future funding or additional research and planning
- May be awaiting opportunities

- **Guidelines for Management**

- Routine management practices

- **Guidelines for Planning**

- Principles or practices that should be considered when planning and implementing projects on Prison Hill



# Thank you

## Questions?

DRAFT – April, 2023

# Prison Hill Master Plan



# Prison Hill Master Plan

---

## Acknowledgements

### **Board of Supervisors**

Lori Bagwell, Mayor  
Stacey Giomi, Ward 1 Supervisor  
Maurice “Mo” White, Ward 2 Supervisor  
Curtis Horton, Ward 3 Supervisor  
Lisa Schuette, Ward 4 Supervisor

Nancy Paulson, City Manager  
Stephanie Hicks, Deputy City Manager

### **Open Space Advisory Committee**

Alan Welch, Chair  
Mark Kimbrough, Vice Chair  
Mary Berge, Member  
Kristine Currie, Member  
Robert Ghiglieri, Member  
Donna Inversin, Member  
Susan Martinovich, Member

### **Parks, Recreation & Open Space Department**

Jennifer Budge, Director  
Lyndsey Boyer, Open Space Manager  
Gregg Berggren, Trails Coordinator  
Georgia Vasey, Senior Natural Resource  
Specialist

### **Public Works Department**

Darren Schultz, Director  
Robb Fellows, Chief Stormwater Engineer  
Edmund Quaglieri, Water Utility Manager  
Tom Grundy, Water Operations Supervisor  
Chris Martinovich, Transportation Manager

### **Community Development Department**

Hope Sullivan, Community Development  
Director

### **Bureau of Land Management**

Paul Fuselier, Assistant Field Manager  
Arthur Callan, Outdoor Recreation Planner

### **Nevada Division of State Lands**

Patrick Smorra, Supervisory Land Agent

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## List of Abbreviations and Acronyms

AASHTO	American Association of State Highway and Transportation Officials
ADA	Americans with Disabilities Act
aMTB	Adaptive Mountain Bike
BLM	Bureau of Land Management
CCMC	Carson City Municipal Code
CE	Conservation Easement
CWSD	Carson Water Subconservancy District
IMBA	International Mountain Bicycling Association
Management Plan	Management Plan for Open Space and Parks in the Carson River Area
MUTCD	Manual on Uniform Traffic Control Devices
NDSL	Nevada Division of State Lands
NHPA	National Historic Preservation Act
NNCC	Northern Nevada Correctional Center
NOHVCC	National Off-Highway Vehicle Conservation Council
NOHVP	Nevada Off-Highway Vehicle Program
NSP	Nevada State Prison
OHV	Off-Highway Vehicle
OPLMA	Omnibus Public Land Management Act of 2009
PA	Programmatic Agreement
PHMP	Prison Hill Master Plan
PHRA	Prison Hill Recreation Area
PNMTA	Pine Nut Mountain Trails Association
PROS	Parks, Recreation & Open Space Department
RTP	Recreational Trails Program
SHPO	State Historic Preservation Office
SNPLMA	Southern Nevada Public Lands Management Act
SSR	Silver Saddle Ranch
UPMP	Unified Pathways Master Plan
WUI	Wildland Urban Interface

## 1.0 Introduction

### 1.1 Project Area and Description

Geographically, Prison Hill covers over 3,200-acres (about five square miles) of rugged terrain in east Carson City. It is oriented in a north-south direction, approximately four miles long, with a varying width of up to 1.5 miles. Prison Hill is bordered by Golden Eagle Lane to the south, Edmonds Drive to the west, 5<sup>th</sup> Street to the north, and Carson River Road, Silver Saddle Ranch and the Carson River to the east.

Typical upland vegetation includes sagebrush, bitterbrush, desert peach, ephedra and rabbitbrush. Cottonwood and willow trees grow near the Mexican Ditch and the Carson River. The slopes on the southern half of Prison Hill are relatively gradual and the east, west and north flanks are generally steep with relatively little gradual terrain at the base. Prison Hill rises over 1,100 feet from its lowest elevation at the Carson River, 4,620 feet, to the tallest of four distinct summits which stands at 5,724 feet and affords sweeping views of Carson City and surrounding valleys and mountains.

The Prison Hill area is separated via the underlying geology. The north-end parent material is a dark-colored meta-volcanic rock, while younger and lighter-colored granitic rocks dominate the southern end. In the middle, granitic intrusions into the meta-volcanic rock appear as curious contrasts on many rock faces. The existing management of the area is also based on this geological divide with the off-road vehicle use allowed on parts of the granitic portion to the south and non-motorized use on the meta-volcanic area to the north.

Prison Hill offers many miles of popular recreational trails which are snow-free for most of the year. The trails are popular with dog-walkers, hikers, runners, mountain bikers and equestrians. Trailheads and pedestrian access points are available on all sides of Prison Hill. The south end of Prison Hill provides opportunities for both motorized and non-motorized recreationists.

**Prison Hill consists of several City-owned properties, each of which has individual management considerations:**

- The Prison Hill Recreation Area (PHRA) – 2,515-acres
- Golden Eagle Open Space – 19-acres
- Mexican Dam Open Space – 64-acres
- The property in the vicinity of the Koontz Lane water tank – 114-acres
- Silver Saddle Ranch – 808.5-acres (For planning purposes, the western side of Silver Saddle Ranch, about half of the property, includes trails, trailheads and slopes that are an integral part of Prison Hill and therefore are included.)

**Collectively, for the purposes of this Prison Hill Master Plan (PHMP), the above properties are referred to as “Prison Hill” (Figure 1).**

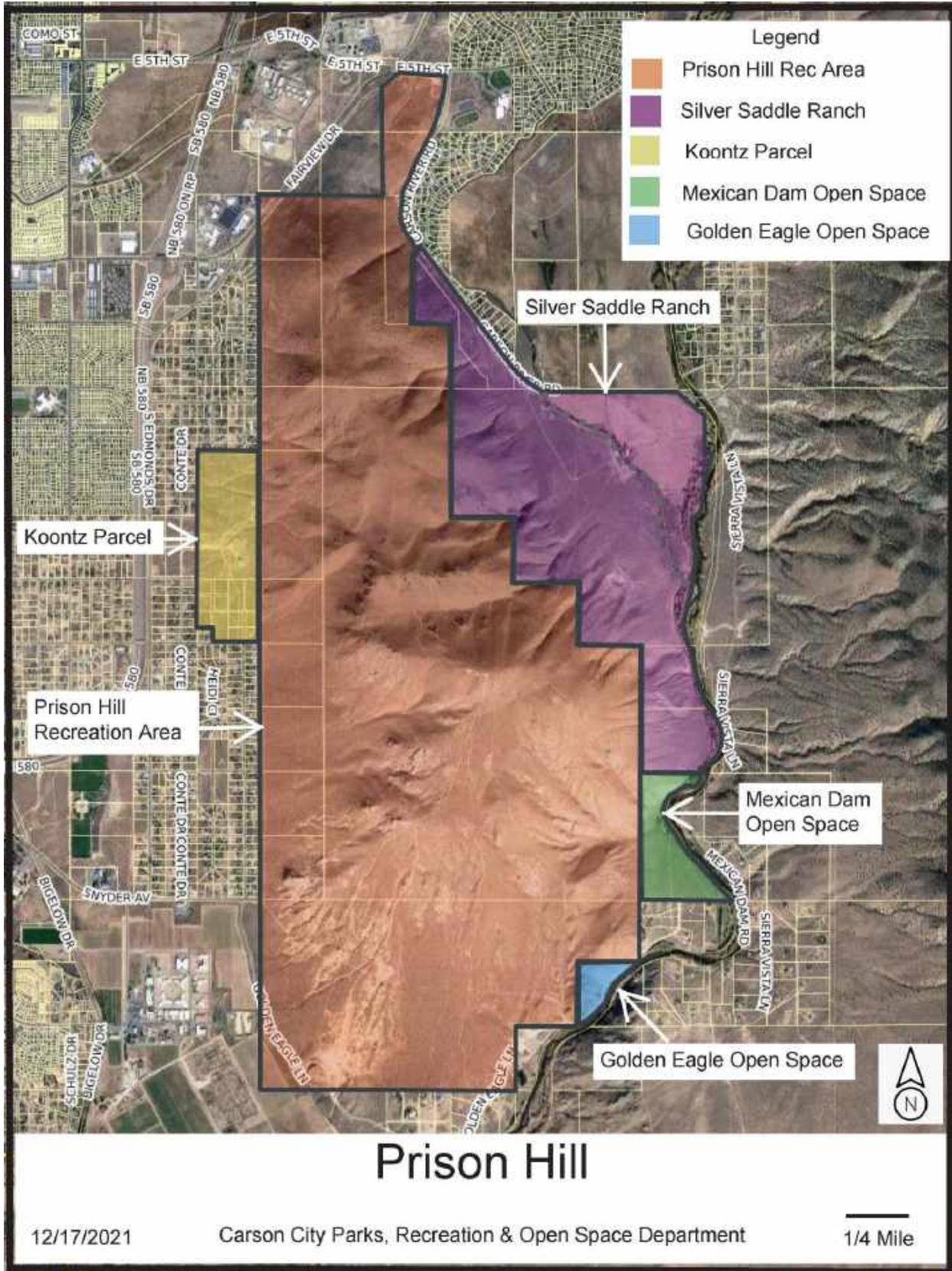


Figure 1 – General Location Map of Properties that Comprise Prison Hill

## 1.2 Purpose

The Management Plan for Carson City Open Space and Parks in the Carson River Area was completed in 2016 (Appendix A); (hereafter referred to as the Management Plan). The Management Plan specifically identified the need for a “future planning effort” in section 1.3.3, and this Prison Hill Master Plan (PHMP) is a result of that directive. The PHMP is intended to complement and update portions of the Management Plan, but it does not replace it. Additionally, the PHMP is intended to be consistent with the guidelines and principles of the Carson City Master Plan and the Unified Pathways Master Plan (UPMP).

Carson City’s population is growing steadily and so is the demand for outdoor recreation. Increasing numbers of visitors to Prison Hill reflect those trends. Further, this plan recognizes that not only are the numbers of visitors increasing, but that the types of recreational pursuits are also evolving. For example, mountain biking was once a relatively rare activity on Prison Hill, but advances in mountain bike technology have encouraged more people to purchase bikes which are now more easily adapted to the sandy soils and rocky terrain of Prison Hill. Prison Hill is now recognized as a popular mountain biking area, especially in winter months when trails on the west-side of town are covered with snow. Increasing demand and evolving recreational uses demonstrate the need for additional planning efforts.

### **The purpose of the Prison Hill Master Plan is to:**

1. Provide an update on activities at Prison Hill since the Management Plan was written.
2. Provide recommendations to guide future land use planning and management efforts, including trailheads, access points and trails.
3. Incorporate current planning and management efforts for the OHV area on the south end of Prison Hill.
4. Provide recommendations for the 114-acre parcel in the vicinity of the Koontz Lane water tank.



*Photo 1. Ph Prison Hill is a popular winter destination when the Carson Range is covered in snow*

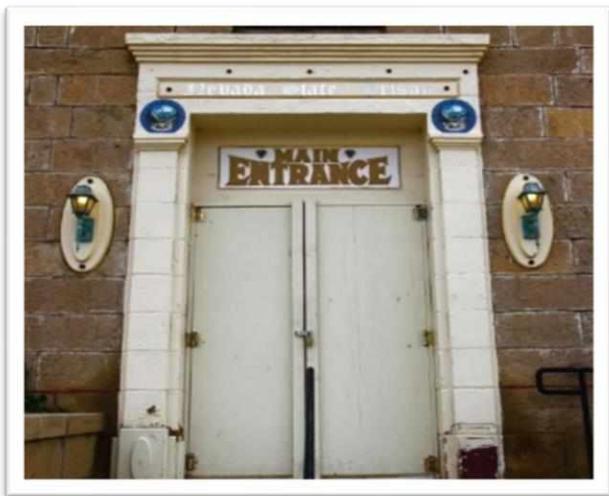
### 1.3 Vision

The goal of the Prison Hill Master Plan is to protect and preserve the natural resources, cultural resources, scenic beauty, and conservation values of the property, while balancing the needs of a growing and changing population by providing high quality recreational opportunities for a variety of users.

### 1.4 History

Archaeological discoveries place the first humans in the Carson River area about 12,000 years ago (Gortner, 1984). The Washoe People have lived in the area for about 6,000 years (Pritzker, 2000). The first person of European descent to see Prison Hill was probably Christopher ‘Kit’ Carson in 1843 (NPS, 2010). Prison Hill was a landmark for early settlers and people traveling to the California gold country from 1848 through the 1850’s. One of the earliest references to Prison Hill is a journal entry made by Jotham Newton on September 5, 1853: *“We now leave the river again for 7 miles. The road passes to the right of a ridge<sup>1</sup> and follows up a valley in a southerly direction, with high mountains at the foot of the Sierra to the right”* (Black, 2010).

Prison Hill was named after the nearby Nevada State Prison, which was Nevada’s first prison and operated from 1862-2012. For many years the inmates worked the prison sandstone quarry, which is tucked into the northwest corner of Prison Hill on State of Nevada lands. Stones from the quarry were used to build early Carson City, including the Capital building in 1871 (NPS, 2010).



**Photo 2. Nevada State Prison**



**Photo 3. Prison quarry**

---

<sup>1</sup> The “ridge” is presumably Prison Hill according to the geographical description.

Other than the quarry there were no mines on Prison Hill, but fortune seekers dug many exploratory pits. Depressions and tailings piles are still visible as evidence of this history.



*Photo 4. Shallow pit and tailings*

The prominent Landmark letter, or 'S', on the west side of Prison Hill was created by students and faculty at the Stewart Indian School, which was active from 1890-1980. Alumni and other individuals from the tribe continue to maintain the 'S' (Cruz, 2020).



*Photo 5. Landmark letter*

## 1.5 Planning, Management and Guidance Documents

This section summarizes the primary agreements, plans, and laws that pertain to the various Prison Hill properties. Table 1 lists the existing documents, plans, and agreements and their relevance to this Prison Hill Master Plan. Entries in bold are new or updated since the 2016 Management Plan.

Table 1. Primary Planning, Management and Guidance Documents

<b>Document Name</b>	<b>Year</b>	<b>Relevance</b>
Eagle Valley Trail System	1995	Made recommendations for trails in Eagle Valley, including Prison Hill.
Carson River Master Plan	1996	Established recreational goals for the Carson River area and made recommendations for trails and how they should be constructed.
Carson City Open Space Master Plan	2000	Management of natural resources in the river corridor.
<b>Unified Pathways Master Plan (UPMP)</b>	2006, rev.2007, 2018	Comprehensive plan for non-automobile travel routes around Carson City.
Carson City Municipal Code, Title 13	NA	Codes related to management of parks, recreation, and open space.
Carson City Parks and Recreation Master Plan	2006	Directs management of Carson City Parks
Carson City Master Plan	2006	General guidance for Land Use, Recreational Opportunities, Economic Vitality, Livable Neighborhoods, and a Connected City.
Creating a Community Vision: Silver Saddle Ranch and the Carson River Charrette	2008	Planning vision for public recreation and open space opportunities on the Silver Saddle Ranch, Prison Hill and along the Carson River.
Omnibus Public Land Management Act of 2009 (OPLMA)	2009	Authorized the conveyance of certain lands from the BLM to Carson City.
Carson City Community Wildfire Protection Plan	2009	Includes wildfire protection plan for Edmonds - Prison Hill.
Conservation Easement	2010	Establishes management practices and outlines both permitted and prohibited uses of certain lands conveyed through OPLMA.
Programmatic Agreement	2012	Establishes procedures to protect cultural resources on lands conveyed through OPLMA.
Management Plan for Carson City Open Space and Parks in the Carson River Area	2016	Management plan for several properties in the Carson River area.
<b>Eagle Valley Trails Committee: Community Trail Inventory, Review, Evaluation and User Needs Assessment Report</b>	2017	Grassroots volunteer effort involved extensive public input to make recommendations for trails within Eagle Valley.
<b>Signage Master Plan for Parks, Recreation and Open Space</b>	2018	Signage guidelines for all Parks, Recreation & Open Space properties.
<b>Prison Hill Recreation Area OHV Management Plan</b>	2018	Recommendations and suggestions to help sustainably manage the southern portion of Prison Hill.

## **1.6 Management Guidelines and Regulations**

The four documents below significantly influence how the lands in this Master Plan are managed.

### **1.6.1 Carson City Municipal Code, Title 13**

Title 13 of the Carson City Municipal Code applies to the Parks, Recreation & Open Space Department. Section 13.06 is specifically for Open Space. The first paragraph of section 13.06 reads:

*“In the broadest sense, the objective of the open space program is to promote quality of life for citizens of Carson City through the preservation and protection of the quality of the natural environment which has given Carson City much of its character. This natural environment includes many spectacular views of the mountains, Carson River, and Eagle Valley. The natural streams, wetlands, and open lands, with their water and related plant and animal life complement the scenic vistas and remind us of the area's early history. These natural areas, water bodies, vistas and panoramas, natural landmarks, and native flora and fauna are intended to be preserved and protected for the enjoyment of this and future generations by the judicious use of funding for open space.”*

### **1.6.2 Omnibus Public Land Management Act of 2009**

The Omnibus Public Land Management Act of 2009 (OPLMA) (Appendix B) conveyed certain lands from the Bureau of Land Management (BLM) to Carson City. Included in the conveyance was the Prison Hill Recreation Area (PHRA), Silver Saddle Ranch, and a 114-acre parcel of land on the west side of the PHRA. OPLMA included language to define use of these lands.

### **1.6.3 Conservation Easement**

Subsequent to OPLMA, a conservation easement (CE) (Appendix C) was established between the BLM and Carson City in 2010. In this Master Plan the CE applies to the Prison Hill Recreation Area and Silver Saddle Ranch. The purpose of the CE is to protect, preserve, and enhance the conservation values of the property in perpetuity and prevent uses or development of the property that would conflict, impair, or interfere with those values. The CE recognizes that it is in the mutual interest of the BLM and Carson City to manage the property for undeveloped open space, passive recreation, and wildlife protection, and it identifies specific activities that are either “permitted” or “prohibited”. The CE allows motorized vehicles on designated roads, trails, and areas in the south end of Prison Hill. The Management Plan explains the CE in more detail.

### **1.6.4 Programmatic Agreement**

A Programmatic Agreement (PA) (Appendix D) between the BLM, Carson City, and the State Historic Preservation Office (SHPO), with concurrence from the Washoe Tribe of Nevada and California was executed in 2012 for the cultural resources on all lands conveyed under OPLMA. For this Master Plan the PA applies to the Prison Hill Recreation Area, Silver Saddle Ranch, and the Koontz Parcel. The PA provides details regarding Carson City's responsibilities for the care and treatment of cultural resources and requires compliance with Section 106 of the National Historic Preservation Act prior to undertaking ground-disturbing activity on the property.

## **1.7 Planning Efforts**

There have been several planning efforts since the Management Plan of 2016 which influenced the development of this Prison Hill Master Plan.

### **1.7.1 Eagle Valley Trails Committee Report**

The Eagle Valley Trails Committee was a local grassroots organization that undertook a multi-year project, involving extensive public input, to make recommendations for trails within Eagle Valley. Their comprehensive “Community Trail Inventory, Review, Evaluation and User Needs Assessment Report” was finished in 2017 (Appendix E).

### **1.7.2 Unified Pathways Master Plan, revised 2018**

The 2018 revision of the Unified Pathways Master Plan (UPMP) (Appendix F) incorporated the recommendations of the Eagle Valley Trails Committee Report for off-street trails, including Prison Hill.

### **1.7.3 Signage Master Plan for Carson City Parks, Recreation & Open Space Department**

The Signage Master Plan created standards for all Parks, Recreation & Open Space Department signage. It includes standards and details for trailhead kiosk signs, interpretive signs, and trail wayfinding signs (Appendix G).

### **1.7.4 Prison Hill Recreation Area OHV Management Plan**

Funded by a grant from the Nevada Off-Highway Vehicle Program, this plan was produced to provide a guiding framework to proactively manage the OHV area on the south end of Prison Hill (Chapter 5). An important component in developing this plan included public participation, which is described in greater detail in the plan itself. The plan was approved by the Open Space Advisory Committee on October 15, 2018.

### **1.7.5 Prison Hill Recreation Area Master Plan Survey**

This public online survey was conducted in 2019 and received 190 responses. It asked questions about trailheads and access points on Prison Hill, as well as some focused questions about the 114-acre Koontz Lane property on the west side of Prison Hill (Appendix H).

### **1.7.6 Prison Hill Recreation Area Open House**

In January of 2020, about 100 people attended this open house to review and discuss ideas for Prison Hill, with a primary focus on the 114-acre Koontz Lane property including trailhead access and development, parking, and neighborhood concerns (Appendix I).

## 2.0 Property Descriptions

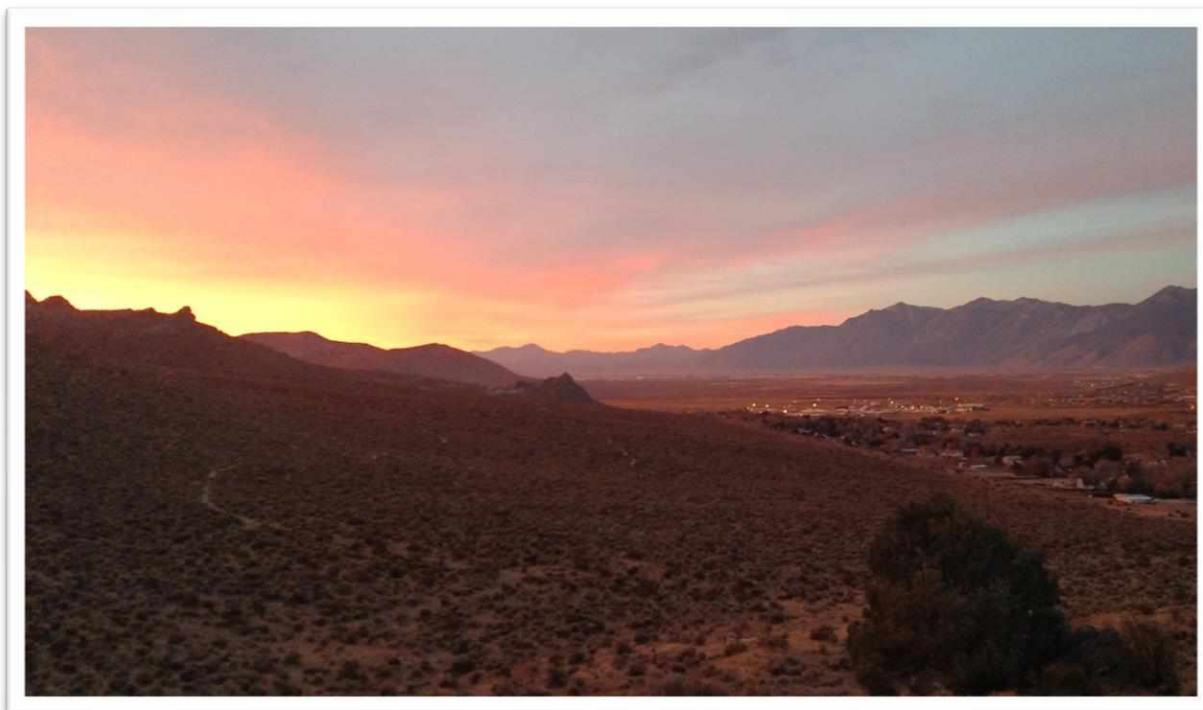
### 2.1 Prison Hill Recreation Area

The Prison Hill Recreation Area is about 2,500-acres and encompasses the majority of Prison Hill (Figure 1). The landscape is dominated by typical upland sagebrush steppe plant community, including sagebrush, bitterbrush, desert peach, ephedra, rabbitbrush and perennial grasses like Indian rice grass. Elevations range from 4,650 feet at the northwest corner to 5,724 feet on the Prison Hill summit.

For many decades the BLM owned and managed this property. In the 1970's, as Carson City's population began to experience rapid growth, the BLM recognized the significant recreational value of Prison Hill. They began planning for various recreational opportunities, both motorized and non-motorized, and named the area the Prison Hill Recreation Lands (later re-named the Prison Hill Recreation Area). In 1983 the BLM closed the northern 1,550-acres of the PHRA to motorized use and designated the southern 950-acres for Off-Highway Vehicle (OHV) recreation. About that same time the BLM created the Koontz Lane and Clearview Drive Trailheads, constructed a few non-motorized trails, and installed some fencing and signage to help delineate the non-motorized and motorized portions of the PHRA.

In 2015, as part of the OPLMA, the PHRA was officially conveyed to Carson City and is managed by the Open Space Division, under the Parks, Recreation & Open Space Department, hereafter referred to as "The Department." Through this conveyance, these lands are subject to provisions outlined in two documents, a Conservation Easement (CE) and Programmatic Agreement (PA). The CE, described in Chapter 1, governs how this area is managed. Essentially, the property is maintained for undeveloped open space, passive recreation, and wildlife protection, and the CE identifies specific activities that are either "permitted" or "prohibited." The CE allows motorized vehicles on designated roads, trails, and areas in the south end of Prison Hill. The PA, described in Chapter 1, requires compliance with Section 106 of the National Historic Preservation Act prior to undertaking ground-disturbing activity on the property.

There are many trails, trailheads and access points within the PHRA. These are described in chapters three and four, along with recommended actions for each. The OHV area is described in more detail in chapter five.



*Photo 6. Sunrise over the Prison Hill Recreation Area*

## **2.2 Koontz Lane Parcel**

### **2.2.1 Location and Current Uses**

The 114-acre parcel on the west side of Prison Hill in the vicinity of the Koontz Lane water tank, and on the west side of the post rail fence, was conveyed to Carson City in 2015 as part of the OPLMA (Figure 1). Vegetation is dominated by typical upland sagebrush steppe plant community, and slopes are moderate with elevations range from 4,790 feet to 4,920 feet.

This parcel is popular with dog-walkers and hikers, and the Open Space Division maintains two popular trailheads on the property, the Koontz Lane Trailhead and the Clearview Drive Trailhead, both of which provide access to trails on the west side of Prison Hill. It also serves as an important ‘gateway’ to Prison Hill for the large residential neighborhood on the west side of the I-580 freeway. Residents from that neighborhood typically cross the freeway using either the Koontz Lane overpass or the Clearview Drive overpass. The Public Works Department maintains a municipal water tank, water lines, and pump station on the property, which is critical infrastructure for the community’s safe drinking water. The Public Works Department has also identified a location on this parcel for a future detention basin to alleviate stormwater runoff issues (Figure 2).

### 2.2.2 Property Conditions

About seven miles of dirt roads were inventoried on this property in 2019. Many of the roads were user-created, are in poor condition, and contribute to runoff. Some neighbors have expressed concern about the effects of noise and dust from motorized users on roads near their homes.

Water bars were installed on Koontz Lane to manage water flows, but they have made travel impassible for some vehicles, and many drivers navigate around the water bars resulting in significant widening of the road, and disturbance of native vegetation. Additionally, the road from Koontz Lane to the Koontz Lane Trailhead is rutted and in poor condition.



*Photo 7. Koontz Lane below the water tank*

### 2.2.3 Management Considerations

Under OPLMA, this property was conveyed to Carson City for “Parks and Public Purposes,” and it is subject to the covenants of the Recreation and Public Purposes Act ([blm.gov/recreation-public-purposes-act](http://blm.gov/recreation-public-purposes-act)). This property is not subject to the CE, but it is subject to the PA. It should be noted that this is a correction to the Management Plan which does not indicate that this parcel is subject to the PA.

The Unified Pathways Master Plan shows a proposed non-motorized crossing at Valley View Drive, which is just south of Koontz Lane and north of Clearview Drive. In 2011 the City commissioned a Preliminary Design Report for this proposed crossing. At that time the report estimated a project cost of \$2.7 million dollars for the crossing. Perhaps alternatives could be reviewed, including a physical barrier between pedestrians/bicycles/equestrians and traffic on the existing two overpasses. Several residents have indicated that a crosswalk is needed across Edmonds Drive at Koontz Lane.

In 2019 the Prison Hill Master Plan Survey specifically asked for opinions about the Koontz Lane Parcel and received 190 responses. In January of 2020 an open house to review and discuss planning for Prison Hill was attended by about 100 people. Recommendations for this parcel are based on the survey results and open house comments (Figure 2).

The Parks and Public Purposes designation allows for some site development and improvements. Examples of typical uses under the Act are historic monument sites, campgrounds, schools, fire houses, law enforcement facilities, municipal facilities, hospitals, parks and fairgrounds. Because of its adjacency to the Prison Hill CE lands and to residential neighborhoods, it is recommended that the Koontz Parcel be managed primarily for passive recreation, along with critical public water utility infrastructure.

#### **2.2.4 Adjacent Undeveloped BLM Parcels**

An important consideration related to the Koontz Lane Parcel is the adjacent undeveloped property which is bounded by the Koontz Lane Parcel to the east, South Edmonds Drive to the west, Valley View Drive to the south, and Sinbad Street to the north. This property is managed by the BLM and consists of six parcels totaling about 28.5-acres. A portion of Koontz Lane crosses the BLM parcels, and the City holds a non-exclusive easement on these parcels for the water utility infrastructure on Koontz Lane and on a north-south alignment with Conte Drive. The City also holds an easement for an existing detention basin at the corner of Edmonds Drive and Valley View Drive which was constructed in 2020. The BLM has indicated a desire to dispose of these parcels. If the properties were sold for economic development, then it is recommended that Koontz Lane be improved to City standards upon development, which would help address runoff, erosion, and other management issues on this portion of the road that leads to the trailhead. Based on comments from residents, it is preferred that the current SF1A (single family 1-acre) zoning for this area not be changed. Additionally, it is recommended that the existing pedestrian access points to Prison Hill be retained if the area is developed (Figure 2).

#### [Recommended Actions and Guidelines](#)

The following actions and guidelines are recommended for the Koontz Lane Parcel:

- ✓ Regrade and improve drainage on the roads leading to trailheads.
- ✓ Place signage and install fencing or other barriers to restrict motorized use beyond trailheads and trailhead access roads.
- ✓ Develop a sustainable network of non-motorized trails within the property, using road-to-trail conversion where possible.
- ✓ Decommission unnecessary or erosive roads and perform rehabilitation.
- ✓ Improve and expand the Koontz Lane Trailhead (refer to section 3.0).
- ✓ Improve and expand the Clearview Drive Trailhead (refer to section 3.0).
- ✓ Maintain a fire break adjacent to housing.
- ✓ Add a crosswalk or other safety enhancements across Edmonds Drive at Koontz Lane for pedestrians and equestrians.
- ✓ Review needs and options with Public Works for enhancing pedestrian/bicycle/equestrian access across the Koontz Lane overpass and the Clearview Drive overpass.
- ✓ Coordinate with Public Works for road maintenance on Koontz Lane.
- ✓ Support Public Works plans for detention basins on this property or other stormwater infrastructure on this property.

- ✓ Future development of the BLM parcels should include improving Koontz Lane to City standards, retention of existing pedestrian access points, and retention of current SF1A zoning.



*Photo 8. Looking north across the Koontz Lane parcel*

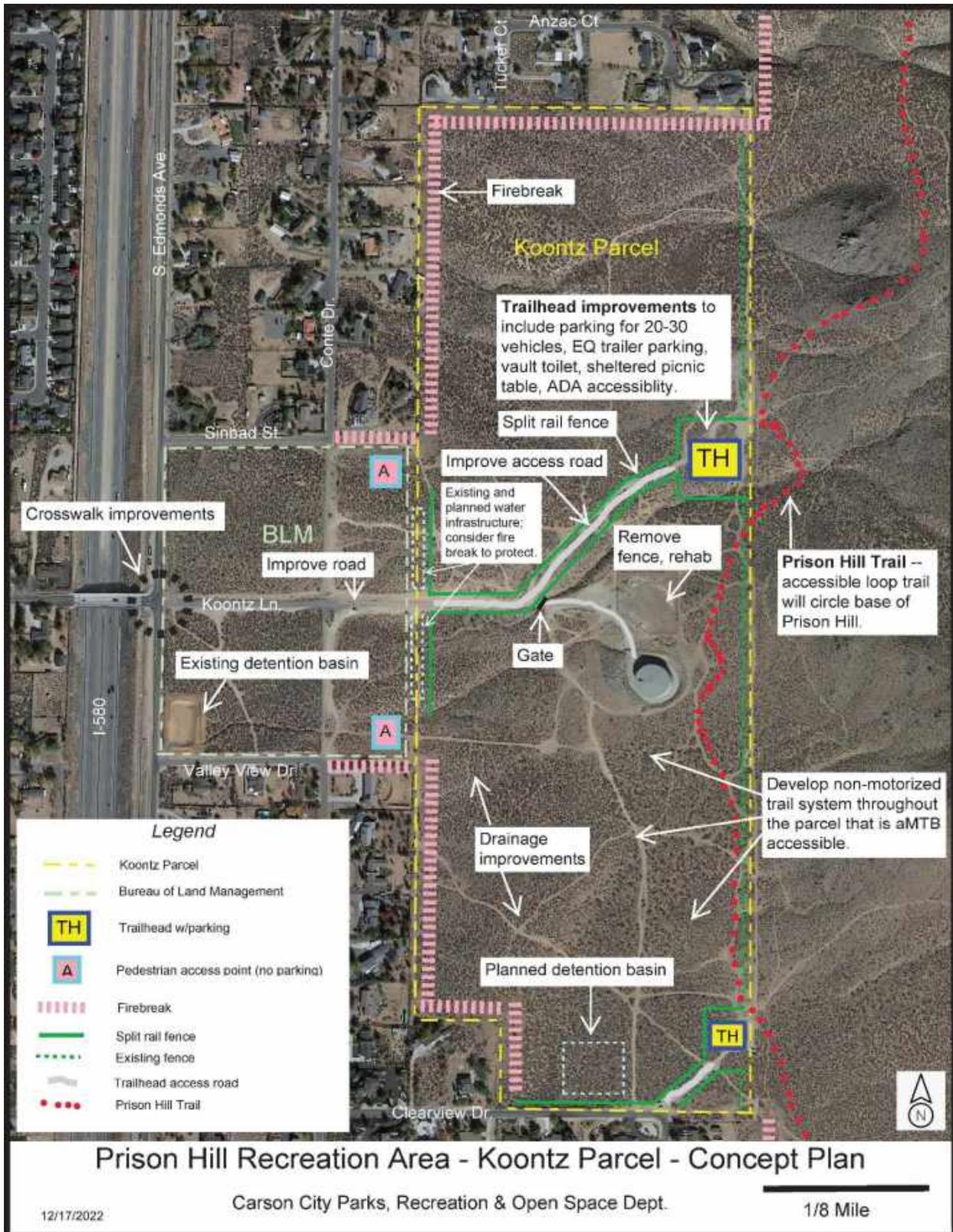


Figure 2 – Prison Hill Recreation Area, Koontz Parcel, Concept Plan

### 2.3 Golden Eagle Open Space

The Golden Eagle Open Space is a 19.3-acre parcel near the southeast corner of Prison Hill (Figure 1). It was purchased in part by the City for Open Space utilizing Quality of Life Sales and Use Tax Funds, and in part by the Nevada Conservation and Resource Protection Grant Program / Question 1 (Q1) funding (Management Plan). The property can be accessed from Golden Eagle Lane, about 2.2 miles from the intersection with Snyder Avenue. A monument sign located on a small turnout on Golden Eagle Lane identifies the property which lies uphill, or east/northeast of the sign.



**Photo 9. Golden Eagle Open Space monument sign**

The property is dominated by a sagebrush steppe plant community, but there is a small riparian corridor between Golden Eagle Lane and the Carson River. Golden eagles are frequently sighted on or near the property, and bald eagles are occasional visitors. Elevations range from 4,625 feet at the river to 4,970 feet at the high point where a scenic lookout provides views of the river and the Carson Valley. An erosion control project including check dams and a detention basin was completed in 2017 to control sediment runoff into the Carson River. The detention basin is a part of the Prison Hill Recreation Area, directly adjacent to the Golden Eagle Open Space monument sign; the project addresses runoff that originates in part from the property.

The property is adjacent to the Prison Hill OHV area and there are a few roads on the property which have been used by OHV's. The steep, erodible slopes, and the necessity of protecting the erosion control project make this property unsuitable for motorized use. The property should be managed for non-motorized, dispersed recreation per CCMC Section 13.06, and for the purposes outlined in the funding agreements which places emphasis on *"...enhancing and restoring the Carson River corridor."* In 2019 all entry roads into the Golden Eagle Open Space from the west (Prison Hill OHV area) were closed to motorized travel using signage, bollards and some fencing. A gate and fencing were installed at the Golden Eagle Lane entrance to allow only non-motorized entry. Some OHV users continue to breach the closures and so it will require diligence to replace signs, repair gates and fencing, educate users and enforce the closures.

### Recommended Actions and Guidelines

The following actions and guidelines are recommended for the Golden Eagle Open Space:

- ✓ Manage the property for non-motorized, passive recreation with an emphasis on protection of the Carson River corridor.
- ✓ Decommission trails and roads on steep slopes and erodible soils, including scarification, vertical mulching, and reseeding.
- ✓ Realign or construct a new sustainable single-track trail to connect Golden Eagle Lane to the scenic lookout point, and then to the future Prison Hill Trail.



***Photo 10. View from high point on Golden Eagle Open Space***

## 2.4 Mexican Dam Open Space

The Mexican Dam Open Space is a 64.3-acre parcel on the east side of Prison Hill, south of Silver Saddle Ranch, and adjacent to the Carson River (Figure 1). It was purchased solely by the City for use as Open Space, utilizing Quality of Life Sales and Use Tax Funds and is subject to the provisions of the CCMC Section 13.06.

A monument sign identifying this Open Space is located on the southern border of the property near the northern terminus of Golden Eagle Lane. Golden Eagle Lane is private in this area, and it is gated and posted as such. A grant of easement recorded in 2000 states that the road is “not for general public use” (recorded document #250143). The private property owners remain somewhat agreeable to non-motorized recreational use of the road. Hence, access to this property is achieved only by non-motorized means. Most visitors park at either Silver Saddle Ranch or Carson River Park and walk or bicycle south to the property on the Mexican Ditch Trail. A future section of the Prison Hill Trail will improve access from the southeast.



*Photo 11. Mexican Dam Open Space monument sign*

The uplands are dominated by a sagebrush steppe plant community, and the river corridor on the east side of the property is riparian. Elevations range from 4,620 feet at the river to 5,040 feet at the northwest corner, and much of the property offers a contiguous undeveloped landscape from hillside to river. The Mexican Ditch begins near the north end of the property, adjacent to the Mexican Dam. Both the dam and the ditch were constructed in 1860 to divert water from the Carson River for two ore reduction mills downstream in the former town of Empire: the Mexican Mill and the Meade Mill. The ditch is an historic resource related to the turbulent history of water distribution and water rights in the State. Currently, the ditch is operated by the Mexican Dam and Ditch Company, and it provides irrigation water for several properties including Silver Saddle Ranch, Old Buzzy’s Ranch, Riverview Park and private properties along Hells Bells Road.

The Mexican Dam is a challenging portage for boating recreationists. In 2020 a new bridge on the Mexican Ditch intake was completed which enhanced crossing safety for hikers, bicyclists, equestrians and recreationists with small boats. Volunteers from Muscle Powered (Citizens for a Walkable and Bikeable Carson City) made improvements to the narrow trail immediately south of the bridge for added safety. A designated boater’s ‘take-out’ above the dam is being planned in cooperation with the Carson Water Subconservancy District (CWSD). All these enhancements support both the future expansion of the Carson River Aquatic Trail and the planned Prison Hill Trail around the base of Prison Hill.

There are two roads that enter the Mexican Dam Open Space from the Prison Hill OHV area on the west side of the property. These roads are steep, unsafe, contribute to erosion of fine sand onto the floodplain and have triggered private property trespass issues. To prevent motorized entry into the Mexican Dam Open Space, the Prison Hill OHV area boundary was relocated further west in 2019, effectively closing these roads.

#### [Recommended Actions and Guidelines](#)

The following actions and guidelines are recommended for the Mexican Dam Open Space:

- ✓ Decommission and rehabilitate erosive roads and trails.
- ✓ Manage the property for non-motorized, passive recreational uses with emphasis on protection of the Carson River corridor.
- ✓ Trail development should be minimal, and the future Prison Hill Trail should be constructed above, and not through, the small riparian area.
- ✓ Create a 'take-out' for boating recreationists upstream of the dam and north of the riparian area, on the west side of the Carson River.
- ✓ Coordinate with the Mexican Dam and Ditch Company regarding dam maintenance and to maintain recreation access.



***Photo 12. The Carson River from Mexican Dam Open Space***

## 2.5 Silver Saddle Ranch

Silver Saddle Ranch (SSR) is 808.5-acres and consists of a riparian corridor, irrigated pasture and sagebrush steppe uplands (Figure 1). SSR is generally considered a separate property from Prison Hill because of its historic buildings and actively used pasture lands, meriting different management practices. A different master plan from this document will outline recommendations and usage in the future. However, the upland habitat that is within the SSR property boundaries not directly associated with the ranch and pastures is a continuation of the eastern flanks of Prison Hill. There are several major drainages on this side of Prison Hill, some of which have experienced erosion and runoff in the past during major storm events. This part of the property is also an important access point to Prison Hill trails and includes a critical section of the Prison Hill Trail. Trailheads and trails are addressed in more detail in Chapters 3 and 4, along with recommended actions.



*Photo 13. Prison Hill as seen from Silver Saddle Ranch*

## 2.6 State of Nevada Lands

There are two properties located within the boundary of the CE adjacent to Prison Hill that are owned by Carson City, but managed by State of Nevada entities:

- The Army National Guard occupies approximately 1.5-acres near the northwest corner of Prison Hill, on the northwest side of Fairview Drive. The land is presently used for parking and a solar panel array, and it is subject to a prior easement agreement between the BLM and the State of Nevada.
- The Northern Nevada Correctional Center (NNCC) occupies approximately 18-acres near the southwest corner of Prison Hill, on the west side of Golden Eagle Lane. The land is used as irrigated pasture and is subject to a prior agreement between the BLM and the State of Nevada.

Additionally, there are two State of Nevada owned properties adjacent to the PHRA that are logically a functional extension of the PHRA. Approximately 65-acres on the northwest corner of Prison Hill on the east side of Fairview Drive are owned by Nevada Division of State Lands (NDSL), and under the jurisdiction of the Nevada State Prison (NSP). The other NDSL property is about 10-acres near the southwest corner of Prison Hill on the east side of Golden Eagle Lane and is under the jurisdiction of the NNCC. Carson City should pursue development of a cooperative agreement with the State of Nevada to simplify management practices across land ownership. If an opportunity arose, Carson City may consider acquisition of these parcels.

In 2019, utilizing a temporary Right of Entry Permit from the NDSL, Carson City conducted work on the Nevada State Prison property which included the decommissioning of old fall line<sup>2</sup> roads and construction of a segment of the 5<sup>th</sup> Street Loop Trails. This work was funded by a Recreational Trails Program grant. In 2020 the NDSL issued a license to the City for the portion of the trail that crosses State Owned Lands, for which the City pays a nominal annual fee. Additionally, the entrance to the Prison Hill OHV staging area crosses about 160 feet of NDSL lands that are managed by the NNCC. This road has been in public use for many decades; however, Carson City should work with NDSL and NNCC to formalize legal access through an easement or other method. These lands are illustrated in Figure 3.

### Recommended Actions and Guidelines

The following actions and guidelines are recommended for State of Nevada lands:

- ✓ Because the City and NDSL have adjoining properties on Prison Hill, the City should continue to be a cooperative partner with NDSL to manage the properties in a way that best meets the goals and objectives of both landowners. This may include development of easements and/or a cooperative agreement.
- ✓ Consider future federal legislation to transfer NDSL occupied properties that Carson City is not using to NDSL ownership.

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<sup>2</sup> A "fall line" road has a grade that exceeds 50% of the slope grade.



## 3.0 Trailheads and Access Points

### 3.1 Trailheads

There are five existing trailheads on Prison Hill (Figure 4): 5<sup>th</sup> Street Trailhead, Silver Saddle Ranch Trailheads, Prison Hill OHV Staging Area, Clearview Drive Trailhead and Koontz Lane Trailhead.

#### 3.1.1 5<sup>th</sup> Street Trailhead

The 5<sup>th</sup> Street Trailhead is located on the north end of Prison Hill near the intersection of Fairview Drive, 5<sup>th</sup> Street and Carson River Road. The 2016 Management Plan notes that this area has been impacted by many years of OHV use. The CE prohibits motorized use in this area and the Management Plan recommended trailhead improvements to manage both motorized and non-motorized use.



*Photo 14. 5<sup>th</sup> Street Trailhead*

To meet the objectives of the Management Plan, fencing was installed to restrict motorized use. In 2019-2020, a project funded by a grant from the Federal Highway Administration Recreational Trails Program (RTP) made significant improvements to the parking lot, creating two ADA parking spaces, fixing drainage problems that were eroding the parking lot, adding a vault toilet, installing a covered picnic table and posting informational signage. A trash can and dog waste disposal station were also added. The parking lot accommodates an estimated 20-30 vehicles and two to four trailers. Since completion in 2020, observations indicate that this may have become the most popular trailhead at Prison Hill.

The RTP grant also funded the construction of three short loop trails totaling 1.6 miles. Referred to as the 5<sup>th</sup> Street Loop Trails, each loop is named for a common local plant: Sagebrush, Rabbitbrush, and Bitterbrush. Interpretive signs were placed on each loop to describe the plant species for which it was named. These trails were constructed to an average width of four feet to accommodate an adaptive mountain bike. The trails portion of the project included scarification or decommissioning and reseeding of several miles of old roads and some drainage improvements to reduce erosion. Trail wayfinding signs were placed as part of an Eagle Scout project.

There are two viewpoints that are easily reached from the 5<sup>th</sup> Street Trailhead: Ranch Overlook and Boy Scout Viewpoint. These viewpoints provide sweeping views of Carson City, Silver Saddle Ranch, Old Buzzy's Ranch and the Carson River. A short single-track trail to Boy Scout Viewpoint was constructed as part of another Eagle Scout project. That project also completed the installation of benches at both viewpoints and placement of an interpretive sign at Ranch Overlook.

The 5<sup>th</sup> Street Trailhead also provides access to the Prison Hill Trail East, which is a multi-use pathway that is part of the Carson River Trail System. It provides a link to Silver Saddle Ranch and it is a segment of a planned full-loop Prison Hill Trail. The North Loop may also be accessed from the 5<sup>th</sup> Street Trailhead via a connector trail at the top of the Bitterbrush Loop. A sustainable realignment of the connector trail is planned and will be named the Desert Peach Trail.

In 2021, the 5th Street Trailhead and Trails project was selected by the Coalition for Recreational Trails as the winner of their Annual Achievement Award for outstanding use of Recreational Trails Program funds in the Community Linkage category. The parking lot and easy loop trails have become a popular location for hosting Ranger/Naturalist programs and other small events like trail runs, bike rides and cross-country meets for local schools.

### 3.1.2 Silver Saddle Ranch Trailheads

Located on Carson River Road on the east side of Prison Hill, Silver Saddle Ranch can accommodate parking for about 30 vehicles and two to three horse trailers. In addition to the official parking at the ranch complex, the entrance on Carson River Road accommodates about five vehicles just outside the gate, and there is room for about five vehicles at the south end of the entrance road. During special events, the arena can be opened to provide parking for about 100 additional vehicles.

There are two single-vault toilets at Silver Saddle Ranch, along with trash receptacles and a dog waste disposal station near the entrance gate. Silver Saddle Ranch provides access to the Mexican Ditch Trail, the Dead Truck Canyon Trail and the Carson River Trail System.



**Photo 15. Parking at entrance gate**



**Photo 16. A few spaces on entrance road**



**Photo 17. Event parking in the corral**



**Photo 18. Main parking area**

#### Recommended Actions and Guidelines

The following actions and guidelines are recommended for trailheads at Silver Saddle Ranch:

- ✓ Designate two ADA parking spaces.
- ✓ Evaluate need for additional designated equestrian trailer parking.
- ✓ Add wayfinding signage at trailheads to indicate access to trails.

### 3.1.3 Prison Hill OHV Staging Area

This large OHV staging area is located off Golden Eagle Lane, 0.9 miles south of the intersection with Snyder Avenue, and can accommodate many vehicles and trailers. It provides access to the motorized portion of Prison Hill but is also used by non-motorized recreationists. In 2019 an ADA compliant portable toilet was placed, and a double kiosk sign was installed with a map showing the motorized portion of Prison Hill. In 2020-2021 jack-rail fencing was placed in the staging area to control speeds and to delineate a *Tot-Lot* and *Beginner Area*.

#### Recommended Actions

The following actions and guidelines are recommended for the OHV Staging Area:

- ✓ Provide a permanent enclosure for the portable restroom.
- ✓ Place additional wayfinding signage as needed.



Photo 19. Kiosk sign at the Prison Hill OHV Staging Area

### 3.1.4 Clearview Drive Trailhead

Located at the east end of Clearview Drive, this parking lot was constructed many years ago by the BLM and it accommodates six to eight vehicles. A kiosk sign was installed in 2020, and there is a trash receptacle on-site. The Clearview Drive trailhead provides access to non-motorized trails on the west side of Prison Hill.

#### Recommended Actions and Guidelines

The following actions and guidelines are recommended for the Clearview Drive Trailhead:

- ✓ Re-grade and reshape the parking lot to accommodate 10-15 vehicles and improve drainage.
- ✓ Install fencing to delineate the parking area and prevent impacts to vegetation outside of the parking area.
- ✓ Consider adding a vault toilet.
- ✓ Install a dog waste disposal station.



*Photo 20. Clearview Drive Trailhead*

### 3.1.5 Koontz Lane Trailhead

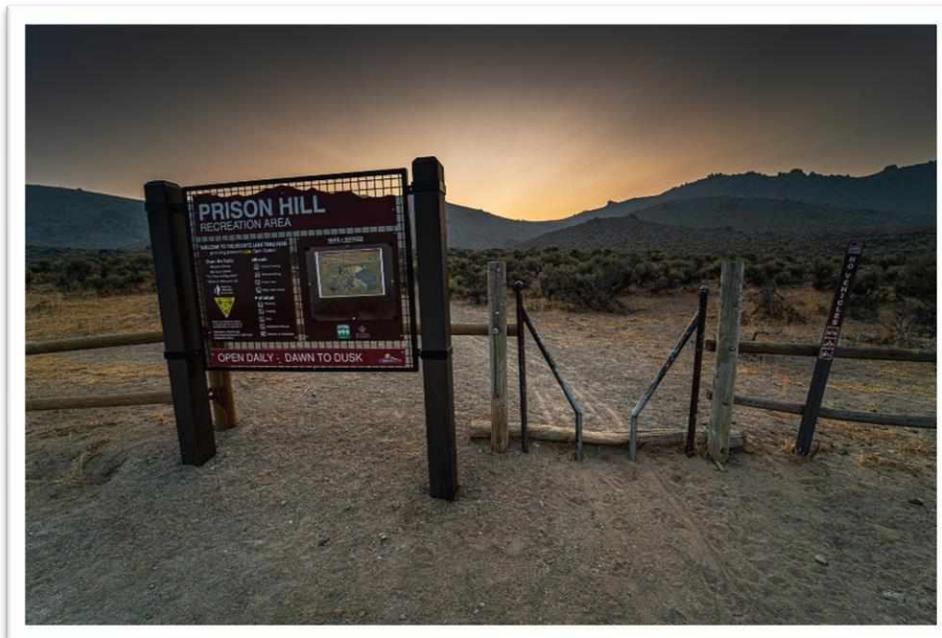
This parking lot is located at the east end of Koontz Lane, just north of the large municipal water tank. It was constructed many years ago by the BLM and accommodates eight to ten vehicles. A kiosk sign was installed in 2020, and there is a trash receptacle on-site. The Koontz Lane Trailhead provides access to trails on the west side of Prison Hill.

Results of the 2019 Prison Hill Master Plan Survey indicated that this was the most popular trailhead at Prison Hill at that time. Survey respondents indicated that they would like to see improvements made to the access road. Equestrians are often seen parking their trailers below the parking lot on a north-south waterline easement between existing segments of Conte Drive.

#### Recommended Actions and Guidelines

The following actions and guidelines are recommended for the Koontz Lane Trailhead:

- ✓ Re-grade the access road and improve drainage.
- ✓ Re-grade and reshape the parking lot to improve drainage and accommodate 20-30 vehicles and two equestrian trailers.
- ✓ Add a vault toilet.
- ✓ Add a picnic table with shade cover.
- ✓ Add two ADA parking spaces and ADA compliant access to toilet and picnic table.
- ✓ Add a dog waste disposal station
- ✓ Install fencing to delineate the parking area and prevent impacts to vegetation outside of the parking area.
- ✓ Safety enhancements for pedestrian, bicycle, and equestrian crossing of Edmonds Drive.



**Photo 21. Koontz Lane Trailhead**

### 3.2 Pedestrian Access Points

There are five pedestrian access points on Prison Hill. These might also be referred to as ‘neighborhood access points’ because they are typically used by nearby residents. These access points do not have any vehicle parking (Figure 4).

- Snyder Avenue
- Bennett Avenue
- Valley View Road
- Sinbad Street
- Damon Road

#### Recommended Actions and Guidelines

The following actions and guidelines are recommended for pedestrian access points:

- ✓ Install small trail marker.
- ✓ Install travel management sign indicating non-motorized use only.
- ✓ Install step-over gates or other deterrents as needed to discourage dirt bike entry.

### 3.3 Vehicle Access Point

There is one existing vehicle access point at the corner of Snyder Avenue and Golden Eagle Lane (Figure 4). It is a fall line road that is eroded, visually displeasing, under-sized, and non-functional in its current condition. This road has been in public use for many decades; however, it crosses about 290 feet of NDSL property, which is managed by the NNCC.

Carson City should work with NDSL and NNCC to formalize legal access through an easement or other method so that improvements could be made to the road. If legal access is not formalized, it may become necessary in the future to disallow motorized access. Non-motorized access can be retained by constructing a trail through the Snyder Avenue right-of-way.

#### Recommended Actions and Guidelines

The following actions and guidelines are recommended for the vehicle access point:

- ✓ Work with NDSL and NNCC to formalize legal access, and then realign and improve the road for sustainability and add informational kiosk signage.
- ✓ If legal access is not formalized, it may be necessary in the future to disallow motorized access here and to construct a trail through the Snyder Avenue right-of-way for non-motorized users.

**Photo 22. Snyder Avenue access point**



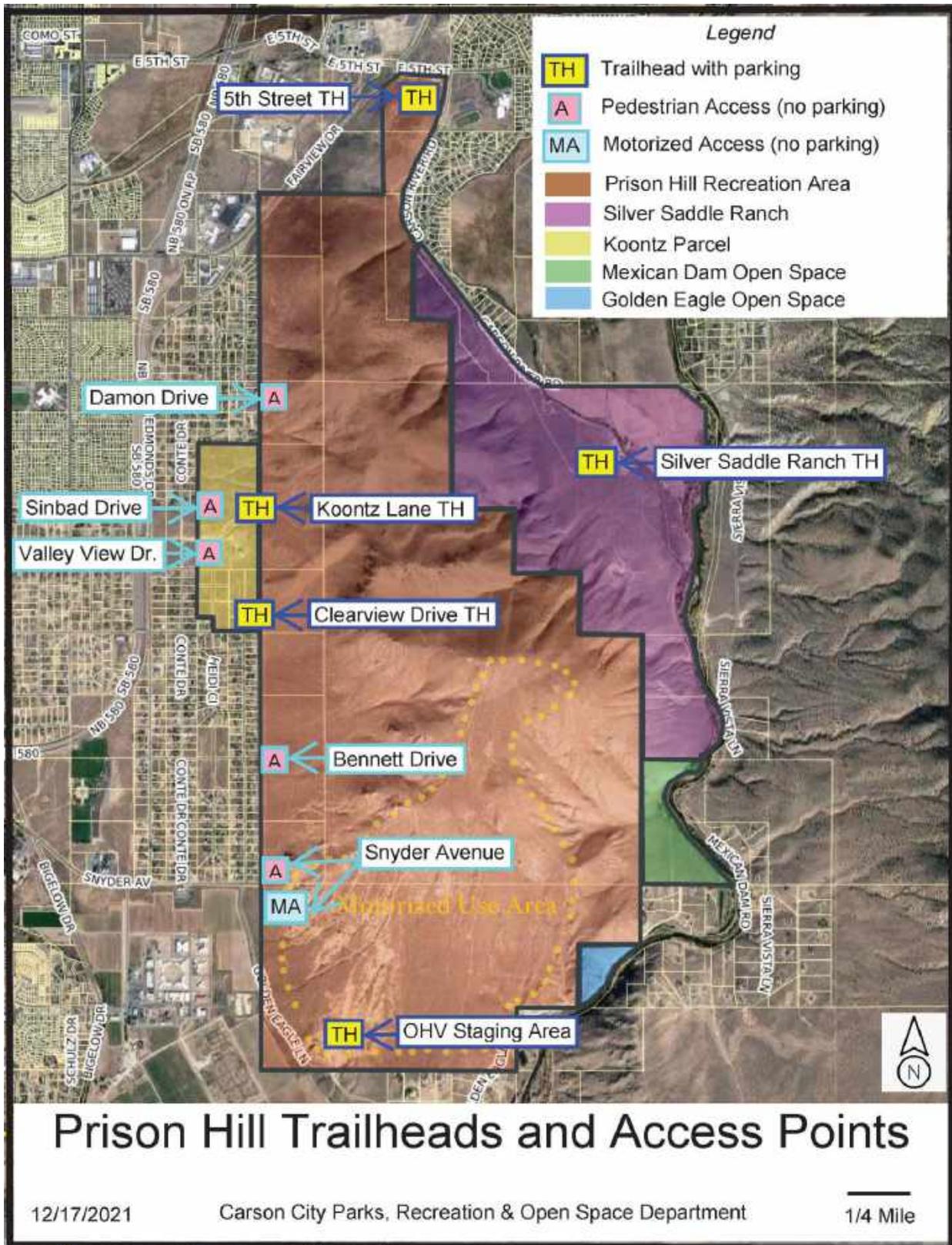


Figure 4 – Prison Hill Trailheads and Access Points

## 4.0 Trails (Non-Motorized)

### 4.1 Existing Trails

There are many miles of existing trails on Prison Hill. A few of them were built in the early 1990's by the BLM, some have been built or realigned since 2015 when the PHRA was conveyed to the City, and many are old roads or social trails. These older trails are sometimes referred to as *legacy trails*, and they are often steep, erosive, and unsustainable. Some of the legacy trails can be incorporated into a planned trail system, others can be fixed or realigned and some should be decommissioned.



*Photo 23. A view from the North Loop Trail*

### 4.2 Trail Planning Guidelines

There is a growing trend nation-wide in the demand for trails and outdoor recreational opportunities. This demand is reflected in our own community, where regional population growth is an additional factor. The trails on Prison Hill have experienced a significant increase in popularity in recent years. Many people find this area especially attractive in the winter and spring when trails on the west side of town are snow-covered or muddy.

Trail planning needs to recognize and sustain the conservation value of the land, while balancing the need of the public's opportunity for passive recreation. The two goals are not mutually exclusive. Creation of trails that are planned, designed, and built to be both sustainable, and appealing to users, can help to protect the landscape by discouraging the creation of social trails. In some instances, a well-designed trail system may afford the public the access and opportunities they seek while simultaneously reducing the total miles of trail in a given area as some of the legacy trails are decommissioned. The north end of Prison Hill, just above the 5<sup>th</sup> Street Trailhead is an example of this model. Over 5.5 miles of old trails and roadbed, many of which were in poor condition and contributing to erosion, were decommissioned and replaced with 1.6 miles of sustainably built loops trails which are family-friendly and accessible to an adaptive mountain bike (aMTB).

The trail planning guidelines and considerations in this plan are largely derived from the UPMP, the Carson City Master Plan, the Eagle Valley Trails Committee Report, the Carson River and River Saddle Ranch Charrette, the Carson River Master Plan and recommendations from Muscle Powered.

#### **4.2.1 Sustainability**

Construct new pathways for sustainability, according to industry standards. Resources include: The American Association of State Highway and Transportation Officials (AASHTO) Guide for the Development of Bicycle Facilities for bicycle transportation facilities; Trail Solutions: International Mountain Bicycling Association's (IMBA) Guide to Building Sweet Singletrack for trails open to mountain bike use; the USFS's Accessibility Guidebook for Outdoor Recreation and Trails; and the USFS Trail Construction and Maintenance Notebook. Many other resources are also available.

#### **4.2.2 User Appeal**

Trails should be built with the intent of making them fun, desirable and attractive to discourage the establishment of new social trails:

- Provide a continuous network of recreational pathways.
- Where possible, trails should be designed in loops.
- Seek locations that afford opportunities for outstanding views, including views of Carson City, the Sierra, the Carson River, Carson Valley, Silver Saddle Ranch, the Pine Nut Mountains and the peaks/canyons/geologic formations of Prison Hill.
- Utilize interesting features like geological formations.
- Apply interesting/historic/informative names to trails.
- Utilize trailhead kiosks and wayfinding signs to inform visitors about proper uses and etiquette, stewardship, cultural and natural history.

#### **4.2.3 Accessibility**

In the Carson City Master Plan, Guiding Principle 12 says, "*Carson City is committed to shared use of most trail corridors...*," and goes on to say, "*The City will also seek to provide access to all feasible portions of the pathway system and open space areas for persons with disabilities.*" The

Management Plan addresses accessibility in section 5.3. There are many opportunities on Prison Hill to support trail accessibility.

- Trails should be designed for shared use and accessibility, unless constrained by available land (steepness, right-of-way, and width), incompatible adjacent land uses, the comfort and safety of users or environmental considerations.

#### **4.2.4 Environmental and Cultural Considerations**

- For the protection of wildlife, it is recommended that a 150-foot buffer zone be established along the river. This buffer zone would be measured from the ordinary and permanent high-water mark. There may be conditions such as topography, vegetation density, cultural sites, private land holdings, wetlands etc. that would not allow the full 150-foot buffer from the river.
- Some areas should be identified as trail-free zones (Figure 5). This should include some of the steep slopes on the east side of Prison Hill which are relatively undisturbed and may provide suitable habitat and corridors for wildlife.
- On lands identified in the PA, Carson City must ensure compliance with Section 106 of the NHPA before undertaking new trail construction.
- Consider monkeyflower habitat in trail layout and design (see chapter 6.4 for additional information).

#### **4.2.5 Trails as Resilient Infrastructure**

Trails may be able to play a role in mitigating the effects of climate change by managing stormwater, providing access to emergency responders and helping to reduce emissions. The increase in frequency and severity of extreme weather events should be a consideration when planning the location, design and construction of trails. Design elements may include:

- Potential use of a trail for non-automobile transportation to reduce congestion and carbon emissions.
- Strategic placement of a trail to provide a fuel break and access for firefighters and other emergency services personnel.
- Inclusion of water management features to address existing and anticipated erosional issues and reduce stormwater run-off into residential areas, infrastructure and roads.

### **4.3 Prison Hill Specific Trail Plan Components**

Specific trail planning for Prison Hill (Figure 5) takes advantage of the unique terrain and considers the guidelines listed in section 4.2. The plan consists of four basic components:

1. The *Prison Hill Trail* - an accessible shared-use trail around the base of Prison Hill, connecting all the trailheads in a single loop.
2. Singletrack natural-surface trails, designed as a network to connect trailheads across Prison Hill while also providing opportunities for loops.
3. Natural-surface trail options for adaptive mountain bikes on some of the more moderate slopes.
4. Designated areas to remain trail free.

#### **4.3.1 Prison Hill Trail – An Accessible Shared-Use Trail**

A shared-use loop trail around the base of Prison Hill provides an outstanding opportunity to create a pathway that is accessible to everyone, including persons with disabilities. The vision for a loop trail around Prison Hill (Figure 5) dates to at least 1995 when the Eagle Valley Trail Plan was developed. Since then, a loop trail around Prison Hill has been identified in the Unified Pathways Master Plan (2006, revised 2008 and 2018), the Silver Saddle Ranch and the Carson River Charrette (2008) and the Eagle Valley Trails Committee Community Trail Inventory, Review, Evaluation and User Needs Assessment Report (2017).

The Prison Hill Trail will be about 10.7 miles long when completed and it will link every trailhead on Prison Hill. As of 2021 about 4.5 miles of the Prison Hill Trail exists:

- Prison Hill Trail Fairview – a paved pathway, one-mile-long, paralleling Fairview Drive along the northwest side of Prison Hill.
- Prison Hill Trail East – an unpaved, firm-surface pathway, 1.6 miles long, extending from the 5<sup>th</sup> Street Trailhead to Silver Saddle Ranch.
- Prison Hill Trail/Mexican Ditch Trail – an unpaved, firm-surface pathway, extending 1.6 miles from Silver Saddle Ranch to the Mexican Dam. Some sections need improvements or repair.
- A new non-motorized shared use bridge was constructed in 2020 across the Mexican Ditch at the intake by the Mexican Dam. This bridge is an important component in development of the Prison Hill Trail in addition to facilitating portage of small watercraft around the dam.

Currently planned for design and construction with funding from a SNPLMA grant:

- Prison Hill Trail West – an unpaved, firm surface pathway, 2.5 miles long, extending from the Koontz Lane Trailhead to the Clearview Drive Trailhead, and ending at the Prison Hill OHV Staging Area. The plan includes improvements to the Koontz Lane Trailhead.

Remaining to be funded, designed and constructed:

- Prison Hill Trail South – this segment will begin at the Mexican Dam and extend south around Prison Hill to entrance for the OHV staging area, about 2.3 miles in length.
- Connection from the Koontz Lane Trailhead north to the Fairview Drive Trail, about 1.2 miles in length. This segment will require careful planning as it would need to ascend steep cross-slopes above some homes before it descends to the Fairview Drive Trail. An alternative would be to navigate through, or below, the residential area near the northern end of S. Edmonds Drive.
- A short segment, about 0.2 miles, to connect the Prison Hill Trail Fairview with the 5<sup>th</sup> Street Trailhead.

### 4.3.2 Singletrack

Singletrack, native-surface trails should connect trailheads across Prison Hill and provide opportunities for hiking or riding loops. The popular North Loop is an example of an existing destination trail that was built to be both fun and sustainable, but it needs new trails to connect it to the trailheads. Specific trail priorities within the non-motorized part of Prison Hill include:

- Construct the *Desert Peach Trail* to connect the 5<sup>th</sup> Street Loop Trails with the North Loop.
- Complete Phase I of the *Odyssey Trail* to connect the Koontz Lane Trailhead with the Prison Hill Saddle and the North Loop.
- Construct Phase II of the *Odyssey Trail* to connect the Prison Hill Saddle with Dead Truck Canyon.
- Construct Phase III of the *Odyssey Trail* to connect Dead Truck Canyon with the Summit, then continuing south and west to the Clearview Trailhead.
- Design a trail alignment from the summit to the pedestrian access at Snyder Avenue, and plan for future construction of this connection.

### 4.3.3 Opportunities for Adaptive Mountain Bikes

Adaptive mountain bikes (aMTB) are growing in popularity among persons with disabilities. An aMTB typically has three wheels and is 35 inches wide. Resources are available to help with trail design for accessibility, including the Kootenay Adaptive Sport Association (KASA) aMTB Trail Standards, American Trails, the International Mountain Bicycling Association (IMBA), and the Forest Service Trail Accessibility Guidelines (FSTAG). The 5<sup>th</sup> Street Loop Trails, accessible from the ADA compliant 5<sup>th</sup> Street Trailhead and located on the relatively gentle slopes of the north end of Prison Hill, were constructed with aMTB access in mind. Additional opportunities exist on the lower flanks of the west side of Prison Hill. The Koontz Lane Trailhead will be a perfect access point for west-side trails when planned upgrades are completed.

### 4.3.4 Designated Trail-Free Areas

Some of the steeper slopes on the east side of Prison Hill are relatively undisturbed and may provide suitable habitat and corridors for wildlife. Additionally, the rocky ridge running east-west above the north side of Dead Truck Canyon may provide suitable raptor habitat.

### [Recommended Actions and Guidelines](#)

The following actions and guidelines are recommended for trails on Prison Hill:

- ✓ Evaluate and manage existing trails according to the UPMP and various trail standards. Trails not meeting standards should be improved, modified, realigned or decommissioned and rehabilitated.
- ✓ New trails should be planned and constructed according to the trail planning guidelines listed in this master plan and the UPMP, with special attention to creating a connected network of sustainable trails.
- ✓ Planning should consider designs that may utilize trails as resilient infrastructure.
- ✓ Where feasible, trail planning should consider designs that provide access to persons with disabilities.

- ✓ Design and construct the remaining segments of the Prison Hill Trail to complete a shared-use trail around the base of Prison Hill that is accessible to persons of all ages and abilities.
- ✓ Repair and improve portions of the Prison Hill Trail where it shares the Mexican Ditch Trail.
- ✓ Evaluate opportunities, and develop a plan, for aMTB options on the gentler slopes of the west-side of Prison Hill, using the Koontz Lane Trailhead as a primary access location.
- ✓ Continue to monitor and maintain the 5<sup>th</sup> Street Loop Trails for accessibility by an aMTB
- ✓ Construct a new trail to connect the 5<sup>th</sup> Street Loop Trails with the North Loop.
- ✓ Construct a new trail to connect the Koontz Lane Trailhead with the saddle and the North Loop Trail.
- ✓ Construct a new trail to connect the saddle with the Dead Truck Canyon Trail.
- ✓ Construct a new trail to connect the Dead Truck Canyon Trail to the Clearview Trailhead.
- ✓ Design a trail alignment from the summit to the pedestrian access at Snyder Avenue.



*Photo 24. Adaptive riders high-five on the Prison Hill Trail East*

*Photo 25. Adaptive riders enjoying the 5<sup>th</sup> Street Loop Trails*



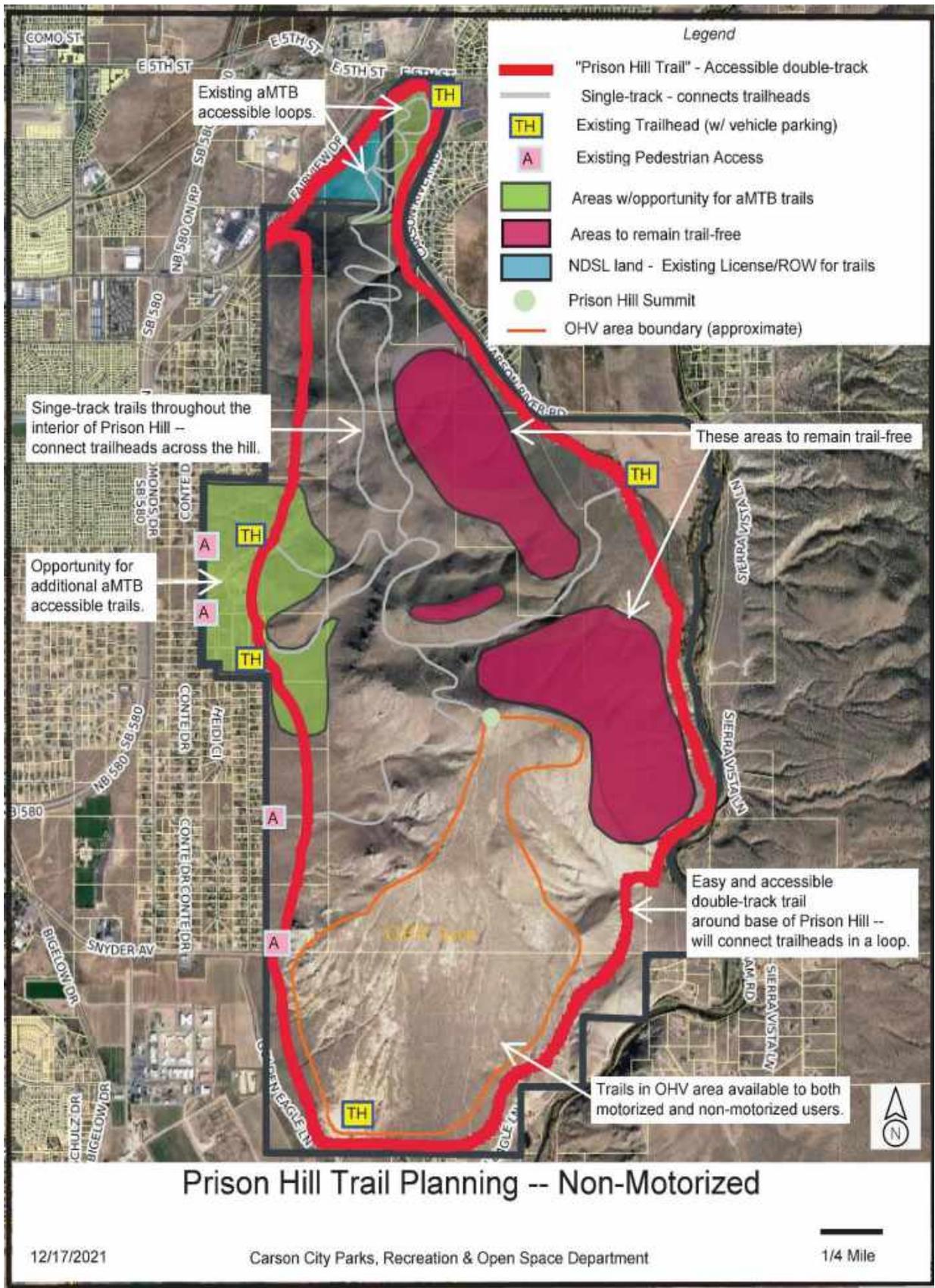


Figure 5 – Prison Hill Trail Planning, Non-Motorized

## 5.0 OHV Area

### 5.1 Background

Motorized recreation was a popular activity on Prison Hill for many decades. In 1977 the BLM indicated that the primary recreational activity on Prison Hill was formal and informal off-road vehicle use in their Recreation Management and Site Plan for the Prison Hill Recreation Lands. In 1983 the BLM designated approximately 950-acres on the southern slope of Prison Hill for motorized activity and closed the northern portion of Prison Hill to motorized vehicles. BLM considered motorized travel in the designated area to be unrestricted. Proximity to Carson City's urban core, an upward trend in OHV recreation, regional population growth, increased availability and enhanced capability of OHV's as well as the unrestricted travel in the OHV area all contributed to many miles of user-created roads and trails, an accumulation of dump sites and impacts to soils and vegetation.

After conveyance of the Prison Hill Recreation Area to Carson City in 2015, the Open Space Division recognized that unrestricted travel was unsustainable and therefore merited a more formal management approach in the OHV area. In 2017 the City partnered with the National Off-Highway Conservation Council (NOHVCC) to help develop a management strategy. In 2018 NOHVCC secured grant funding from the Nevada Off-Highway Vehicle Program to complete the Prison Hill Recreation Area Site Assessment for the motorized area (Appendix J), and the Prison Hill Recreation Area OHV Management Plan (Appendix K).

### 5.2 Prison Hill Recreation Area OHV Management Plan

The Prison Hill Recreation Area OHV Management Plan was created through a collaborative public process with input and guidance from the Open Space Advisory Committee and from stakeholders which included various user groups, interested residents and nearby homeowners. The purpose of the plan is to provide the City with a framework to proactively manage the OHV area in a sustainable way by offering tools, activities and recommendations.

The goals of the plan include:

- Offer a variety of high-quality recreation experiences.
- Identify opportunities for sustainable trails and facilities.
- Provide recommendations for infrastructure: trailheads, kiosks, parking, toilets, access, etc.
- Establish guidelines for events and other activities.
- Enhance the integrity of the area and protect unique natural and cultural resources.
- Reduce user conflict and trespassing into the adjacent residential area.
- Equip the City with tools and resources to effectively operate and maintain the trail system.

### 5.3 Recent Implementations

Between 2019 and 2022 several actions and management practices were implemented, and several projects were completed in partnership with NOHVCC and with the assistance of grant funding from the Nevada Off-Highway Vehicle Program and the Recreational Trails Program. These actions and projects included:

- Minor adjustments to the OHV area boundary to enhance safety, help to protect private property, and reduce impacts to the steep slopes on the east side of the area, closest to the Carson River.
- Designation of three open riding areas totaling approximately 47-acres, and the establishment of rules requiring that vehicles remain on designated trails and areas.
- Creation of a map that was posted both on the City website and at the staging area, and available both in printed form and downloadable to a mobile device via a QR code.
- Implementation of regular Park Ranger patrols and timely response to illegal activities like dumping, graffiti and vandalism.
- Completion of a Section 106 cultural survey.
- Establishment of photo monitoring points and creation of a monitoring plan.
- Placement of a kiosk sign with welcoming information, rules and regulations, maps and room for notices.
- Placement of signage and fencing for wayfinding and to control and direct use.
- Placement of an ADA portable toilet in the staging area.
- Creation of a *Tot-Lot* and a *Beginner Area*, both adjacent to the staging area.
- Installation of jack-rail fencing around the staging area to control speed and enhance safety.
- Several erosional fall line trails were decommissioned or re-aligned.
- Construction of a few new segments of more sustainable trail.
- Construction of drainage features like rolling dips, lead-off ditches and check dams.
- Creation of *filters* at entrances to various technical routes to enhance safety and reduce impacts from user-created escape routes.
- Began rehabilitation in some impacted locations, including closure, scarification and seeding.
- Established partnerships with various user groups and held volunteer workdays for cleanups and to help with some project work.
- Developed a Prison Hill OHV Area – Monitoring Report (Appendix O), including 20 repeat photo-monitoring locations to be completed annually for tracking changes over time.

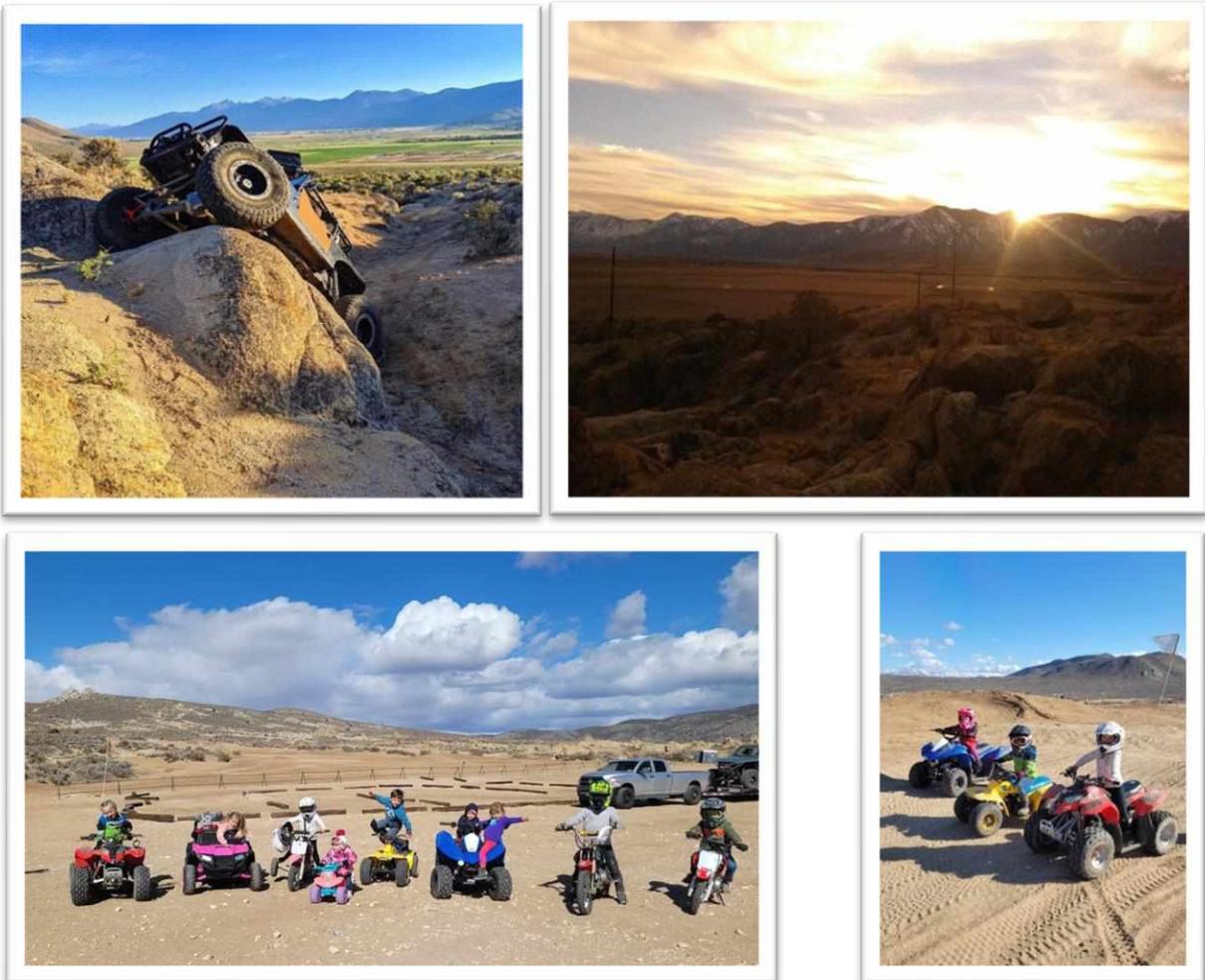
#### Recommended Actions and Guidelines

The following actions and guidelines are recommended for the Prison Hill OHV Area:

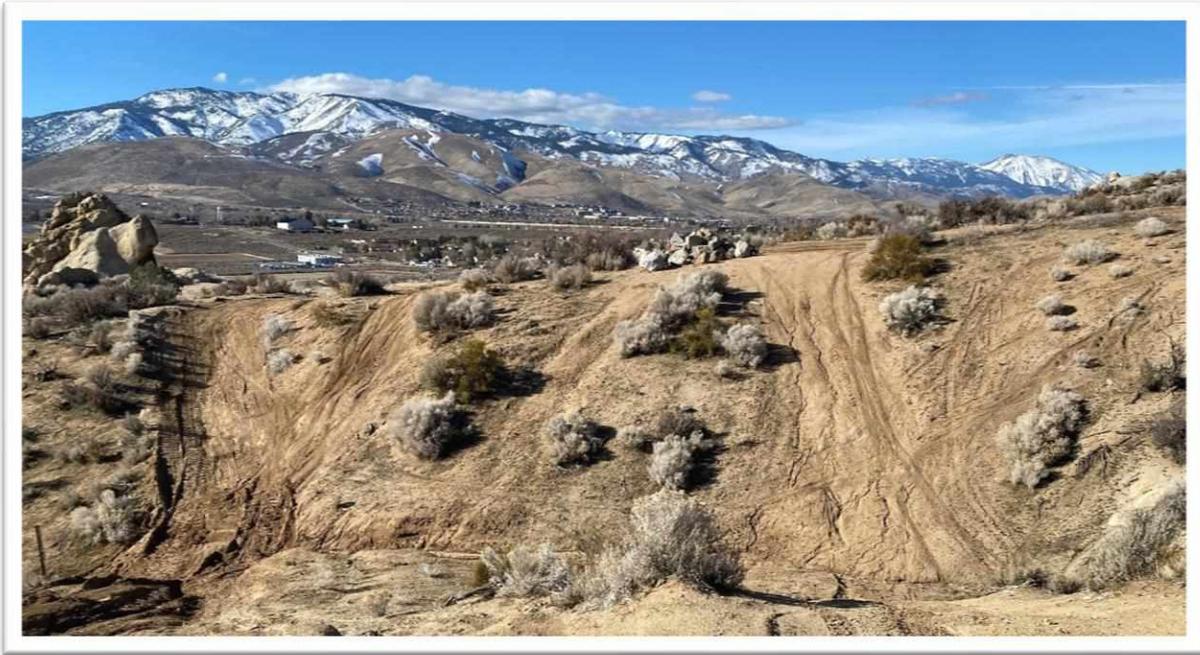
- ✓ Continue annual photo monitoring and use this data to inform management practices as needed.
- ✓ Continue to develop and implement restoration practices in disturbed areas. This includes decommissioning of fall line routes, scarifying the topsoil and reseeding or outplanting dominant native species.

- ✓ Recommend creation of Carson City Municipal Codes specific to OHV operation:
  - Enable Sheriff and Park Rangers to cite for non-compliance with NRS 490 (OHV registration).
  - Require spark arrestors.
  - Limit sound to 96dbA.
- ✓ Visual impacts should be considered when improvements are made to the OHV area, and visual impacts should be minimized and reduced where practical.
- ✓ Continue partnerships with user groups for:
  - Volunteer events like clean-ups and small projects.
  - Elicit feedback and input for management and planning.
  - Help with monitoring and reporting of illegal activities.
- ✓ Create a plan for routine trail monitoring and maintenance.
- ✓ Create a plan for routine evaluation, monitoring, and maintenance of drainage features.
- ✓ Maintain an up-to-date and downloadable user map.

***Photos 26-29. Prison Hill OHV Area***



**Photos 30-31. Example of rehab work in the OHV Area:**



***Before rehab***



***After rehab***

## 6.0 Environmental Considerations and Existing Impacts

### 6.1 Fuels Management

Fuels reduction treatments, specifically mastication, was originally conducted on 26-acres by the BLM in 2002 and 2008 along the west side of Prison Hill adjacent to residential fences. This area was recommended by the Carson City Community Wildfire Protection Plan (Appendix L), as the neighborhood is adjacent to medium-density upland sagebrush habitat with fuel loads estimated at 2.0 to 4.0 tons per acre. With the predominant wind direction from the south-southwest, strong afternoon downslope winds could potentially spread wildfire into the wildland-urban interface (WUI).

Subsequent mastication treatments were completed in 2015 and 2019 by Carson City Open Space staff in this same area. The disturbance associated with past fuels reduction treatments resulted in increased cheatgrass and invasive annuals density, which constitutes an ignition point for fire. Since fires can start easily in this area, future mastication treatments should be monitored and complimented with an Imazapic (or other pre-emergent herbicide) treatment in the fall or winter following mastication to prevent the accumulation of fine fuels.

Additionally, the 2008 Carson City Community Wildfire Protection Plan recommended adding a new fuel break on the west side of Prison Hill (Figure 8-1, Section 8.0), along Carson River Road from 5<sup>th</sup> Street to Silver Saddle Ranch. In 2020 the Prison Hill Trail East was completed, which not only provides a fuel break that limits fire spread but also increases access for firefighters to fight wildfires. The future expansion of the Prison Hill Trail will provide additional fuel breaks and improved firefighter access to better protect neighborhoods from wildfire.

#### [Recommended Actions and Guidelines](#)

The following actions and guidelines are recommended for fuels management:

- ✓ Maintain fuels reduction projects to provide defensible space near homes on the west and east sides of Prison Hill.
- ✓ Continue collaboration with the Fire Department to identify the appropriate treatments and develop site specific plans.
- ✓ Monitor fuels reduction projects to evaluate the reestablishment of desirable grasses and shrubs and take appropriate actions to reduce establishment of cheatgrass and invasive annuals.
- ✓ When fires occur, the burned areas should be seeded in the first fall or winter after the fire to avoid weed invasion and soil erosion. The seed mix should contain native and adapted plant species suitable for the site.

## 6.2 Invasive Species Management

Prison Hill does not have a significant issue with noxious or invasive plants, and most of the vegetation growing on-site is intact and native. However, there are some isolated populations of the class C noxious weed, perennial pepperweed (*Lepidium latifolium*) located in drainages at the 5<sup>th</sup> Street Trailhead, as well as the Koontz Lane Trailhead. Both populations have been treated in the past and are monitored annually for changes in population size. Additionally, isolated populations of hoary cress (*Cardaria draba*) and perennial pepperweed have been identified adjacent to the Golden Eagle Lane drainage project. These populations have also been treated and are monitored annually for changes in population size.

The primary issues associated with invasive species throughout Prison Hill relate to invasive annuals such as tumble mustard and cheatgrass. These plants can be found in the understory of the existing native shrub communities and in areas where significant disturbance has occurred. Primarily these plants are prolific throughout the Great Basin and are easy to manage through mechanical or chemical means. Annual monitoring should be completed on existing infestations and appropriate treatment should occur as needed.

### Recommended Actions and Guidelines

The following actions and guidelines are recommended for invasive species management:

- ✓ Conduct annual monitoring for changes in populations of noxious or invasive plants.
- ✓ Conduct annual monitoring of existing infestations of invasive annuals such as tumble mustard and cheatgrass and treat as needed.

## 6.3 Erosion and Sedimentation

Due to the highly erosive granitic soils that are present on-site, soil erosion and sedimentation are a common occurrence throughout the Prison Hill Recreation Area. Specifically, the western and southern portions of the property have seen impacts from runoff during storm events. In order to mitigate impacts from erosion and to prevent further topsoil loss, many drainage areas have been evaluated and mitigations have been implemented, including installation of rock and straw bale check dams, as well as installation of drainage detention basins. Monitoring and evaluation of drainage issues should continue, and mitigation measures should be implemented where appropriate.

The Golden Eagle Lane Erosion Control Project was completed in 2017 using funds from CWSD and Q1 to install check dams and a detention basin to mitigate flooding and sedimentation into the Carson River, as well as to reduce damage and impacts to the adjacent Golden Eagle Lane. At the OHV Area, some mitigation efforts have been performed to address runoff issues on the south end of Prison Hill, including the decommissioning of some erosive fall line roads and construction of rock-lined ditches and over 50 check dams.

In 2020 the Public Works Department constructed a detention basin on the west side of Prison Hill at the corner of Edmonds Drive and Valley View Drive where the City holds an easement on this BLM parcel. They have a conceptual design for an additional detention basin on the Koontz Parcel near Clearview Drive.

Public Works is currently developing a Southeast Carson City Area Drainage Master Plan which will include the southeast portion of Prison Hill. When completed, recommendations from this plan may be beneficial to Prison Hill planning and management efforts.

#### Recommended Actions and Guidelines

The following actions and guidelines are recommended to address erosion and sedimentation:

- ✓ Monitor and evaluate drainage issues and implement mitigation measures as needed.
- ✓ Support Public Works plans for an additional detention basin on the west side of Prison Hill.
- ✓ Utilize the Southeast Carson City Area Drainage Master Plan, when completed, to aid with Prison Hill planning and management efforts.

## 6.4 Flora and Fauna

Prison Hill hosts a wide variety of life, both common and unique within the Great Basin Desert. Plants vary from sagebrush steppe in the uplands, to riparian vegetation along the river corridor. Single-leaf pinyon pine and juniper dot the landscape throughout and cottonwood trees and willows line the river. These areas provide critical habitat to a myriad of insects, reptiles, birds, and mammals - either residents or frequent visitors. The natural resources present on Prison Hill are a part of Carson City's vibrant heritage and should be protected. A list of common species that occur on Prison Hill can be found in Appendix N.



**Photo 32. Long-nosed leopard lizard  
(*Gambelia wislizenii*)**



**Photo 33. Ephedra (*Ephedra viridis*)**



**Photo 34. Antelope bitterbrush (*Purshia tridentata*)**



**Photo 35. Desert peach (*Prunus andersonii*)**

#### **6.4.1 Golden Eagle survey**

As a component of the Prison Hill Recreation Area OHV Management Plan, Carson City has worked to address potential impacts from motorized recreation to wildlife populations, specifically golden eagles. In 2019 Open Space staff worked with wildlife biologists from the Nevada Department of Wildlife, as well as with conservation staff specialists with Nevada State Parks to monitor and evaluate the golden eagle habitat on both the north and south end of Prison Hill. Through this evaluation, agency staff provided Carson City with recommendations on the best way to manage the habitat on Prison Hill for golden eagle populations, identified critical habitat areas that can be avoided during trail design, as well as identify other non-motorized portions of Prison Hill that can be protected and managed for the benefit of golden eagles and other raptor populations.

#### **6.4.2 Carson Valley Monkeyflower**

The Carson Valley monkeyflower (*Erythranthe carsonensis*) is a small, annual herb in the Phrymaceae (lopseed) family that grows on sandy flats and gentle slopes. While not federally endangered or protected, *it* is considered a sensitive species by both the Humboldt-Toiyabe National Forest and the Carson City District of the Bureau of Land Management. This species is of interest to the Open Space program because its range is restricted to just three valleys (Carson, Eagle, and Washoe Valleys) and surrounding foothills. Carson Valley monkeyflower appears to be restricted to deep, sandy loam soils derived from alluvial, colluvial, or aeolian deposits of weathered granite. These soils are found on gentle slopes and rolling hills on all aspects in a band between 4,600 and 5,820 feet (1,400 and 1,775 meters) elevation. Most of the sites support a tall brush community dominated by a mix of antelope bitterbrush (*Purshia tridentata*), basin big sagebrush (*Artemisia tridentata* var. *tridentata*), and desert peach (*Prunus andersonii*) except in areas where the shrubby species have been removed by various disturbances. The species seems to be tolerant of light surface disturbance such as fire, brush removal, and trails if the disturbance is not accompanied by significant soil disturbance (more than 3-4 inches deep or removal or addition of soil) or weed infestation. Based on these habitat

requirements, monkeyflower habitat is located throughout Prison Hill Recreation Area, but the west side has been identified as high priority in terms of habitat preservation. Urban and residential development is the single largest threat to the Carson Valley monkeyflower, so the populations are protected through Open Space designation. Additionally, with strategic planning of trails in this area, impacts to these populations can be minimized. Specific findings related to the monitoring and surveys completed is included in an online report from the Nevada Natural Heritage Program: “Current Knowledge and Conservation Status of *Erythranthe carsonensis* Fraga (Phrymaceae), the Carson Valley monkeyflower.”

#### Recommended Actions and Guidelines

The following actions and guidelines are recommended for management of flora and fauna:

- ✓ Complete annual bird surveys as needed in critical cottonwood galleries to identify resource concerns and management considerations.
- ✓ Consider monkeyflower habitat in trail layout and design.

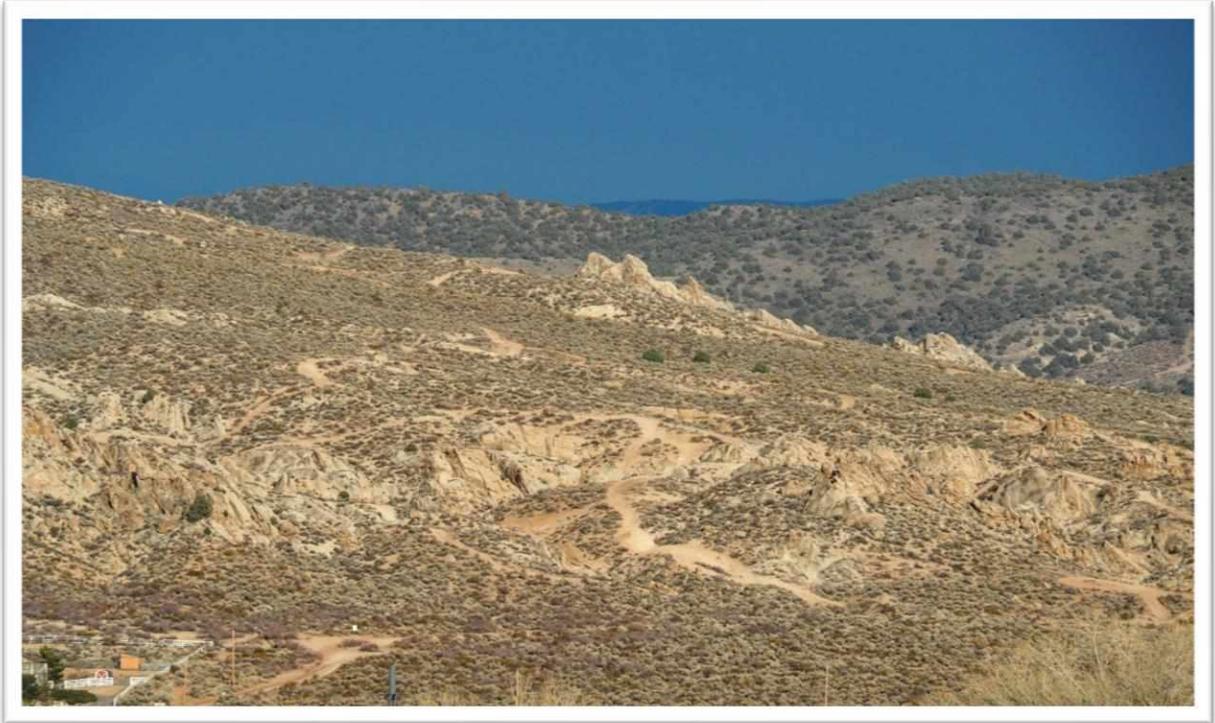
### **6.5 Visual Impacts**

In the central area on the west side, trails originating from the public parking area on Koontz Lane by the Carson City water tank follow old roads that are steep and eroding, presenting negative visual impact from the urban area (Baseline Condition Report). As new sustainable trails are built these old roads should be evaluated for decommissioning and rehabilitation. There are visual impacts on the south end of Prison Hill resulting from decades of motorized usage. Some of these impacts will be addressed as the City implements the new OHV Management Plan which will include realignment of some of the erosive fall-line trails, and corresponding rehabilitation. However, it is expected that some of these impacts will likely be permanent since this area will continue to be managed for motorized recreation including double-track trails.

#### Recommended Actions and Guidelines

The following actions and guidelines are recommended for addressing visual impacts:

- ✓ As new sustainable trails are constructed, old roads should be evaluated for decommissioning and rehabilitation.
- ✓ Visual impacts should be considered when improvements are made to the OHV area, and visual impacts should be minimized and reduced where practical.



***Photo 36. Prison Hill OHV Area from south Carson City***



***Photo 37. Old road on west side of Prison Hill***

## 6.6 Monitoring

The Open Space Program includes regular monitoring of all properties as part of a long-term stewardship effort, and monitoring is identified as a recommended action in several sections of this document. Specific monitoring elements include:

- Effectiveness of fuels reduction projects
- Effectiveness of invasive species management
- Drainage and erosional issues
- Visual impacts
- User visitation numbers
- Trail and trailhead condition
- Effects from events



*Photo 38. Vegetation transects in the burn scar near the North Loop Trail*

### 6.6.1 Established Monitoring Plans

In response to large-scale disturbances on Prison Hill, two monitoring plans were developed. The first plan is the 2020 Prison Hill OHV Area –Baseline Monitoring Report (Appendix M),

which includes 20 repeat photo-monitoring locations at the south end of Prison Hill to document improvements and maintenance by Carson City staff, as well as address any new issues that arise in the motorized-use area. This monitoring plan captures annual change over time, which can help staff to evaluate if goals outlined in this document are being met, such as reduced erosion, improved visual impacts and the rehabilitation of impacted areas. This information should be used to assist with maintenance planning, resource management, volunteer coordination, event planning and facilities/amenity planning.

The second monitoring plan is for the 2021 Prison Hill Fire Restoration, which has 10 repeat photo-monitoring locations, as well as 30 permanent vegetation transects. In July 2021, a fire burned approximately 171-acres at the north summit of Prison Hill. The area was reseeded in December 2021 with native grasses, forbs, and shrubs to restore habitat for local flora and fauna. This monitoring plan will document the recruitment of vegetation—both native and invasive species—over time and provide a reference to make decisions on how to manage future additional restoration efforts such as invasive species treatment and further reseeding/outplanting.

#### [Recommended Actions and Guidelines](#)

The following actions and guidelines are recommended for monitoring:

- ✓ Continue annual photo monitoring at the south end of Prison Hill, as well as at the north summit burned area.
- ✓ Vegetation monitoring should be completed in the spring at the north summit burned area.
- ✓ Additional monitoring plans should be developed to track changes on specific projects and/or recovery from future disturbance events as needed.

## 7.0 Event Guidelines

### 7.1 Fees

Events are subject to the Department Fees and Charges Policy, as well as the Department Fee Schedule, which is approved by the Carson City Board of Supervisors. Fees are determined by the current approved fee schedule. Fees, fee waivers, co-sponsorships and other options are outlined in that document. Event organizers are responsible for post-event facility cleaning and maintenance. Security deposits and other fees may be required.

### 7.2 Motorized Events

The following guidelines pertain only to the OHV area on the south end of Prison Hill, and only to events involving motorized vehicles. These guidelines may be revised as necessary by the Department due to observed impacts on resources, facilities, or neighbors, change in department fee schedule, change in Carson City ordinances, staff limitations or other reasons as determined by the Open Space Manager or Department Director. Each event request should be evaluated on its own merits and how it fits in with the Open Space vision and mission.

#### 7.2.1 Competitive Off-Highway Vehicle (OHV) Events

Competitive off-highway vehicle (OHV) events may be allowed at Prison Hill Recreation Area if proper permits and approvals are received by the event sponsors at least 45 days in advance of the event. The Department shall determine if an event is to be considered for a permit.

- Rock crawling and 4WD events may be allowed.
- Moto-trials events may be allowed.
- No speed events are to be held due to poor soil type and limited trail miles.
- No poker runs are to be held due to poor soil types and limited trail miles.
- Other non-speed OHV events may be considered on a case-by-case basis.

#### 7.2.2 Social OHV Events

Social OHV events such as fun runs, fundraisers, etc. may be allowed at Prison Hill Recreation Area if proper permits and approvals are received by the event sponsors at least 45 days in advance of the event. Department staff shall determine if an event is to be considered for a permit.

#### 7.2.3 OHV Event Capacity

OHV event capacity is not to exceed numbers provided in the Carson City Event Application. The Management Plan states that maximum event size for the motorized use area is 100 participants. To limit impacts to natural resources, regular users, residents and staff, event capacity will be evaluated based on event type and potential impacts. Depending on the event type, total number of participants may be higher or lower than 100. The frequency of events should not normally exceed one per month. The Open Space Division should evaluate the impacts of events and may increase or decrease capacity and/or frequency numbers in the

future.

- Permit applicant must provide a parking plan for event participants, vendors and spectators.
- Parking plan shall not include any parking outside of the designated staging area including along the entrance road.
- No event parking or staging will be allowed on Golden Eagle Lane.
- Event staff/volunteers or contracted parking control people shall be responsible for enforcement of the parking plan.
- Every entrant into the event must sign in with the event sponsor. Participant counts must be provided to Department staff after completion of the event.
- The parking plan will allow for the ingress and egress of emergency vehicles.

#### **7.2.4 Requirements of Sponsors, Spectators and Staff**

Sponsors shall ensure that spectators are controlled, are not allowed on the course, are restrained an adequate distance from the course to protect spectator safety and do not damage soil or vegetation.

- Spotters, guides, and event staff/volunteers are not considered spectators.
- Event sponsors are responsible for enforcing minimum spectator setback distances.

After the event, Department staff will review site conditions. The security deposit and additional fees may be assessed as needed to cover site clean-up, trail maintenance/repair or other impacts caused by the event. Proper clean-up by the sponsors of the event may negate the need for these fees.

- Educational events may be exempt from the cost recovery fees upon the discretion of the Department, or as outlined in the Department Fees and Charges Policy.
- OHV clubs and organizations may choose to provide a supervised service project (in addition to the clean-up of their event) in the OHV area in lieu of paying the cost recovery fee with approval from the Department.
- All vehicles must have a current OHV Registration, spark arrestor, and comply with 96dbA sound maximum.
- Events may only be conducted from dawn to dusk.
- Event frequency shall be determined by Department staff. Allowable frequency shall be based on weather, trail conditions, fire danger and staff availability.
- Crawler and 4WD events shall submit a spill plan and shall require spill kits if appropriate for the activity.
- The sponsor shall submit a plan for vehicle recovery that will not impact existing soil or vegetation.
- The sponsor will be responsible for repairing any damage to the existing trail tread.
- Unless previously approved, no use shall occur off designated routes or outside of designated open areas.

- The sponsor will be responsible for providing sanitation facilities according to NRS requirements.
- The applicant shall remove all garbage and event signs and markers.
- The sponsor shall provide an emergency communication and action plan.
- Sponsor may be required to submit a public communication and event advertisement plan to the Department.
- This plan shall include all ads (radio, tv, newspaper, etc.), website and social media outreach. Noticing at site should occur one week prior to event.
- Event sponsors shall comply with all other requirements set forth in the Carson City Event Application.

### **7.3 Non-Motorized Events**

The Escape from Prison Hill running race has been a popular annual event at Prison Hill for many years. Parking and staging for this event is held at Silver Saddle Ranch. A more recent event, The Love Can Be Cold running race in February, begins and ends at the OHV staging area. Participant counts for both running events typically range between 100 and 150, and they have had minimal impacts on trails and associated staging areas.

As the demand for outdoor activities increases, it is expected that requests for various events will increase as well. This could include requests for mountain biking and equestrian events, which may have the potential for a greater impact than pedestrian events. Each request should be evaluated on its own merits and how it fits in with the Open Space vision and mission. It is recommended that permits be issued conservatively. Event size should be limited first by parking capacity, and second by potential impact. Careful monitoring and evaluation should be conducted during and after each event, and that information should be used to guide future event planning.

Considerations:

- Event size – total numbers of participants and spectators.
- Type of activity and its potential impact on resources, neighbors, and regular users.
- Frequency – events should be infrequent enough that they do not significantly impact neighbors, regular users or resources.
- Alignment with the Open Space vision and mission.

#### [Recommended Actions and Guidelines](#)

The following guideline is recommended to help plan and manage events on Prison Hill:

- ✓ Monitor and evaluate each event for impacts and issues and use that information to guide future event planning.

## 8.0 Sign Plan

Signage is important to assure visitor awareness of regulations, provide for wayfinding, promote proper trail etiquette, support education and understanding and help to foster a sense of ownership.

In 2018 a Signage Master Plan was completed for the Parks, Recreation & Open Space Department (Appendix G). The plan details sign requirements for all areas managed by the Department.

Beginning in 2019, messaging to encourage proper trail etiquette has been included on all new kiosk and directional signs and has been added to many trail markers. Messaging varies, but normally includes the Trail Courtesy triangle along with reminders such as: *Share the Trail, Go Slow and Say Hello, Use Safe Speeds, Respect Others, Be Kind and Be Safe*. Some signs have a QR code with a link to a *Share the Trail* etiquette video.

As of 2021, kiosk signs had been placed at all five trailheads on Prison Hill, and four interpretive panels had been placed on the 5<sup>th</sup> Street Loop Trails.

### [Recommended Actions and Guidelines](#)

The following actions and guidelines are recommended for signage on, and adjacent to, Prison Hill:

- ✓ MUTCD signs should be located as needed on streets for general directions.
- ✓ Kiosk signs and/or directional signs should be located as needed at trailheads.
- ✓ Trail markers should be placed at access points.
- ✓ Trail markers should be placed as needed along trails (trail intersections, for example).
- ✓ Interpretive panels should be considered where there are educational opportunities related to natural, historic, and cultural resources. Interpretive panels may also be added to kiosk signs by utilizing both sides of the sign.
- ✓ Continue placing trail etiquette messaging on new signs, as appropriate.



Photo 39. Kiosk sign at 5<sup>th</sup> Street Trailhead



Photo 40. Trail Marker



Photo 41. Directional sign on Prison Hill Trail East

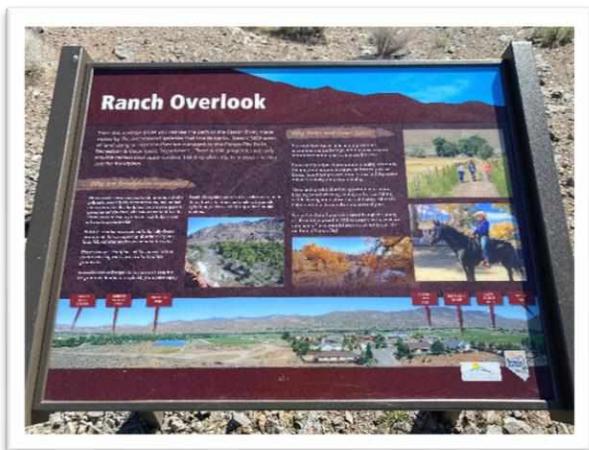


Photo 42. Interpretive panel on the 5<sup>th</sup> Street Loop Trails

## 9.0 Administration

Identifying Department and Division responsibilities is critical to implementation of the Prison Hill Master Plan. The Open Space Division, within the Parks, Recreation & Open Space Department, will have primary responsibility for management of the properties that comprise Prison Hill, and for implementation of the Prison Hill Master Plan. The Open Space Advisory Committee works with staff in developing recommendations for the Board of Supervisors on Open Space and Carson River matters. Most of the trails and pathways on Prison Hill are managed by the Open Space Division, but in some cases the Public Works Department may have some responsibility as well due to the proximity of streets, utilities and stormwater infrastructure.

The Open Space Division will work cooperatively with the Public Works Department on management of the Koontz Parcel where Public Works maintains infrastructure critical to the City's drinking water, matters of streets and transportation planning adjacent to Prison Hill, as well as the development of additional stormwater related infrastructure where deemed necessary.

Additionally, the Open Space Division will work cooperatively with Public Works and the Planning Division on matters related to the potential disposal of adjacent BLM lands, and with the Fire Department on matters related to fuels management.

## 10.0 Actions, Guidelines, and Implementation

This chapter summarizes the actions and guidelines found throughout the Prison Hill Master Plan and suggests how these actions and guidelines may be used to implement and achieve the objectives of the Plan. Timelines are included where practical. The Open Space Division holds primary responsibility for implementation, but other Departments are identified where they have been called out as cooperative partners. Departments are identified as follows:

- OS – Open Space Division
- PW – Public Works Department
- PD – Planning Division
- FD – Fire Department

### 10.1 Projects – Short Term

Short term projects are actionable items that are currently grant-funded or may be funded within the normal operating budget of the Open Space Division. In some cases, these projects may be completed by Department Staff. Projects should be evaluated, prioritized, and scheduled for completion within a five-year timeframe. Some of the smaller projects could be scheduled for implementation within the first year.

Table 2. Projects – Short Term

<b>Projects - Short Term</b>		
<b>Management Topic</b>	<b>Recommended Action Items</b>	<b>Who</b>
<b>Properties and Locations</b>		
Koontz Lane Parcel	Regrade and improve drainage on the roads leading to trailhead.	OS
	Place signage and install fencing or other barriers to restrict motorized use beyond trailheads and trailhead access.	OS
	Develop a sustainable network of non-motorized trails within the property, using road-to-trail conversion where possible.	OS
	Decommission unnecessary roads and perform rehabilitation.	OS
	Improve and expand the Koontz Lane Trailhead (refer to section 3.0).	OS
	Add a crosswalk across Edmonds Drive at Koontz Lane.	OS, PW
Golden Eagle Open Space	Decommission trails and roads on steep slopes and erosive soils, including scarification, vertical mulching, and reseeding.	OS
Mexican Dam Open Space	Decommission and rehabilitate erosive roads and trails.	OS
	Create a 'take-out' for boating recreationists upstream of the dam and north of the riparian area, on the west side of the Carson River.	OS
OHV Area	Create a plan for routine trail monitoring and maintenance.	OS
	Create a plan for routine evaluation, monitoring and maintenance of drainage features.	OS

<b>Trailheads and Access Points</b>		
Silver Saddle Ranch Trailheads	Designate two ADA parking spaces.	OS
	Add wayfinding signage at trailheads.	OS
Prison Hill OHV Staging Area	Provide a permanent enclosure for the portable restroom.	OS
Clearview Drive Trailhead	Install fencing to delineate the parking area and prevent impacts to vegetation outside of the parking area.	OS
	Install a dog waste disposal station.	OS
Koontz Lane Trailhead	Re-grade and reshape the parking lot to accommodate 20-30 vehicles and two equestrian trailers.	OS
	Install fencing to delineate the parking area and prevent impacts to vegetation outside of the parking area.	OS
	Re-grade the access road and improve drainage.	OS
	Add a vault toilet.	OS
	Add a picnic table with shade cover.	OS
	Add two ADA parking spaces and ADA compliant access to toilet and picnic table.	OS
	Add a dog waste disposal station.	OS
	Install fencing to delineate the parking area and prevent impacts to vegetation outside of the parking area.	OS
Safety enhancements for pedestrian, bicycle and equestrian crossing of Edmonds Drive.	OS, PW	
Pedestrian Access Points	Install a small trail marker.	OS
	Install travel management sign indicating non-motorized use only.	OS
	Install step-over gates or other deterrents as needed to discourage dirt bikes entry.	OS
<b>Trails</b>		
Trail planning and projects	Construct a new trail to connect the 5th Street Loop Trails with the North Loop.	OS
	Construct a new trail to connect the Koontz Lane Trailhead with the saddle and the North Loop.	OS
	Construct a new trail to connect the saddle with the Dead Truck Canyon Trail.	OS
	Construct a new trail from the saddle, south to the Dead Truck Canyon Trail.	OS
	Construct a new trail to connect the Dead Truck Canyon Trail with the Clearview Trailhead.	OS
	Evaluate opportunities and develop a plan for aMTB options on the gentler slopes of the west-side of Prison Hill, using the Koontz Lane Trailhead as a primary access location.	OS
	Trail markers should be placed at access points.	OS

<i>Sign Plan</i>		
Sign Plan	Kiosk signs and/or directional signs should be located as needed at trailheads.	OS
	Trail markers should be placed at access points.	OS
	Trail markers should be placed as needed along trails (trail intersections, for example).	OS

## 10.2 Projects – Long Term

Long term projects include actionable items that require future funding, or concepts that require additional research and planning. In some cases, these projects and concepts may be awaiting an opportunity. Timeframes will vary depending on funding and timing of opportunities.

Table 3. Projects – Long Term

<b>Projects - Long Term</b>		
<b>Management Topic</b>	<b>Recommended Action Items</b>	<b>Who</b>
<b>Properties and Areas</b>		
Koontz Lane Parcel	Review needs and options with Public Works for enhancing pedestrian/bicycle/equestrian access across the Koontz Lane overpass and the Clearview Drive overpass.	OS, PW
Golden Eagle Open Space	Design and construct a new sustainable single-track trail to connect Golden Eagle Lane to the scenic lookout point, and then to the future Prison Hill Trail.	OS
OHV Area	Recommend creation of Carson City Municipal Codes specific to OHV operation: Enable Sheriff and Park Rangers to cite for non-compliance with NRS 490 (OHV Registration), require spark arrestors and limit sound to 96dba.	OS
State of Nevada Lands	Because the City and NDSL have adjoining properties on Prison Hill, the City should continue to be a cooperative partner with NDSL to manage the properties in a way that best meets the goals and objectives of both land managers. This may include development of easements and/or a cooperative agreement.	OS
	Consider future federal legislation to transfer NDSL occupied properties that the City is not using to NDSL ownership.	OS

<b>Trailheads and Access Points</b>		
Silver Saddle Ranch Trailheads	Evaluate need for additional designated equestrian trailer parking.	OS
Clearview Drive Trailhead	Re-grade and reshape the parking lot to accommodate 10-15 vehicles and improve drainage.	OS
	Consider adding a vault toilet.	OS
Vehicle Access Point	Work with NDSL and NNCC to formalize legal access to the OHV Area from Snyder Avenue, and then realign and improve the road for sustainability and add informational kiosk signage.	OS, PW
	If legal access is not formalized, it may be necessary in the future to disallow motorized access here and construct a trail through the Snyder Avenue right-of-way for non-motorized users.	OS
<b>Trails</b>		
Trail Planning and Projects	Design and construct the remaining segments of the Prison Hill Trail to complete a shared-use trail around the base of Prison Hill that is accessible to persons of all ages and abilities.	OS
	Repair and improve portions of the Prison Hill Trail where it shares the Mexican Ditch Trail.	OS
	Design a trail alignment to connect the summit with the pedestrian access at Snyder Avenue.	OS
	Realign or construct a new singletrack trail to connect Golden Eagle Lane to the scenic lookout point, and then to the future Prison Hill Trail.	OS

### 10.3 Guidelines for Management

Guidelines for Management summarize the actions and recommendations that should be considered routine management practices. Some of the items may be reviewed or conducted on an annual basis, some as needed, and some implemented as projects are completed.

Table 4. Guidelines for Management

<b>Guidelines for Management</b>		
<b>Management Topic</b>	<b>Recommended Action Items</b>	<b>Who</b>
<b>Properties and Locations</b>		
Koontz Lane Parcel	Maintain a fire break adjacent to housing. Coordinate with the Fire Department for assistance.	OS, FD
	Coordinate with Public Works for road maintenance on this property.	OS, PW
	Support Public Works plans for detention basins or other stormwater infrastructure on this property.	OS, PW
	Conduct routine trail monitoring and maintenance.	OS

Golden Eagle Open Space	Manage the property for non-motorized, passive recreation with an emphasis on protection of the Carson River corridor.	OS
Mexican Dam Open Space	Manage the property for non-motorized, passive recreational uses and with emphasis on protection of the Carson River corridor.	OS
	Coordinate with the Mexican Dam and Ditch Company regarding dam maintenance and to maintain recreation access.	OS
OHV Area	Continue annual photo monitoring and use this data to inform management practices as needed.	OS
	Continue to develop and implement restoration practices in disturbed areas. This may include decommissioning of fall line routes, scarifying the topsoil and reseeding or outplanting dominant native species.	OS
	Visual impacts should be considered when improvements are made to the OHV area, and visual impacts should be minimized and reduced where practical.	OS
	Continue partnerships with user groups for volunteer events like clean-ups and small projects, to elicit feedback and input for management and planning and help with reporting of illegal activities.	OS
	Conduct routine trail monitoring and maintenance.	OS
	Conduct routine evaluation, monitoring and maintenance of drainage features.	OS
	Maintain up-to-date and downloadable user map.	OS
	Maintain and place wayfinding signage as needed.	OS
State of Nevada Lands	Because the City and NDSL have adjoining properties on Prison Hill, the City should continue to be a cooperative partner with NDSL to manage the properties in a way that best meets the goals and objectives of both land managers. This may include development of easements and/or a cooperative agreement.	OS
<b>Trails</b>		
Trail Planning	Evaluate and manage existing trails according to the UPMP and various trail standards. Trails not meeting standards should be improved, modified, realigned or decommissioned and rehabilitated.	OS
	Continue to monitor and maintain the 5th Street Loop Trails for accessibility by an aMTB.	OS

<b><i>Environmental Considerations</i></b>		
Fuels Management	Maintain fuels reduction projects to provide defensible space near homes on the west and east sides of Prison Hill.	OS, FD
	Continue collaboration with the Fire Department to identify the appropriate treatments and develop site specific plans.	OS, FD
	Monitor fuels reduction projects to evaluate the reestablishment of desirable grasses and shrubs and take appropriate actions to reduce establishment of cheatgrass and invasive annuals.	OS
	When fires occur, the burned areas should be seeded in the first fall or winter after the fire to avoid weed invasion and soil erosion. The seed mix should contain native and adapted plant species suitable for the site.	OS
Invasive Species Management	Conduct annual monitoring for changes in populations of noxious or invasive plants.	OS
	Conduct annual monitoring of existing infestations of invasive annuals such as tumble mustard and cheatgrass and treat as needed.	OS
Erosion and Sedimentation	Monitor and evaluate drainage issues and implement mitigation measures as needed.	OS
	Support Public Works plans for an additional detention basins or stormwater infrastructure on the west side of Prison Hill.	OS
	Utilize the Southeast Carson City Area Drainage Master Plan, when completed, to aid with Prison Hill planning and management efforts.	OS
Flora and Fauna	Complete annual bird surveys as needed in critical cottonwood galleries to identify resource concerns and management considerations.	OS
Visual Impacts	As new sustainable trails are constructed, old roads should be evaluated for decommissioning and rehabilitation.	OS
	Visual impacts should be considered when improvements are made to the OHV area, and visual impacts should be minimized and reduced where practical.	OS
Monitoring	Continue annual photo monitoring at the south end of Prison Hill, as well as at the north summit burned area.	OS
	Vegetation monitoring should be completed in the spring at the north summit burned area.	OS
	Additional monitoring plans should be developed to track changes on specific projects and/or recovery from future disturbance events as needed.	OS

<b>Event Guidelines</b>		
Event Guidelines	Monitor and evaluate each event for impacts and issues and use that information to guide future event planning.	OS
<b>Sign Plan</b>		
Sign Plan	MUTCD signs should be located as needed on streets for general directions.	OS, PW
	Kiosk signs and/or directional signs should be located as needed at trailheads.	OS
	Trail markers should be placed as needed along trails (trail intersections, for example).	OS
	Continue placing trail etiquette messaging on new signs, as appropriate.	OS
	Interpretive panels should be considered where there are educational opportunities related to natural, historic, and cultural resources. Interpretive panels may also be added to kiosk signs by utilizing both sides of the sign.	OS

## 10.4 Guidelines for Planning

Guidelines for Planning are essentially principles or practices that should be considered when planning and implementing projects on Prison Hill.

Table 5. Guidelines for Planning

<b>Guidelines for Planning</b>		
<b>Management Topic</b>	<b>Recommended Action Items</b>	<b>Who</b>
<b>Properties and Locations</b>		
Koontz Lane Parcel	Support Public Works plans for detention basins or other stormwater infrastructure on this property.	OS, PW
	Future development of the BLM parcels should include improving Koontz Lane to City standards, retention of existing pedestrian access points, and retention of current SF1A zoning.	PW, PD
Golden Eagle Open Space	Manage the property for non-motorized, passive recreational uses with an emphasis on protection of the Carson River corridor.	OS
Mexican Dam Open Space	Manage the property for non-motorized, passive recreational uses and with emphasis on protection of the Carson River corridor.	OS
	Trail development should be minimal, and the future Prison Hill Trail should be constructed above, and not through, the small riparian area.	OS

<b><i>Trails and Trailheads</i></b>		
Trail and Trailhead Planning	New trails should be planned and constructed according to the trail planning guidelines listed in this master plan and the UPMP, with special attention to creating a connected network of sustainable trails.	OS
	Where feasible, trail planning should consider designs that provide access to persons with disabilities.	OS
	Planning should consider designs that may utilize trails as resilient infrastructure.	OS
<b><i>Environmental Considerations</i></b>		
Erosion and Sedimentation	Support Public Works plans for an additional detention basins or stormwater infrastructure on the west side of Prison Hill.	OS
	Utilize the Southeast Carson City Area Drainage Master Plan, when completed, to aid with Prison Hill planning and management efforts.	OS
Flora and Fauna	Consider monkeyflower habitat in trail layout and design.	OS
Visual Impacts	As new sustainable trails are constructed, old roads should be evaluated for decommissioning and rehabilitation.	OS

## 11.0 Bibliography

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## Appendices

- Appendix A Management Plan for Carson City Open Space and Parks in the Carson River Area  
Available online at: <https://www.carson.org/government/departments-g-z/parks-recreation-open-space/about-us/brochures-maps-master-plans-and-reports>
- Appendix B Omnibus Public Land Management Act of 2009  
Available online at: <https://www.carson.org/government/departments-g-z/parks-recreation-open-space/about-us/brochures-maps-master-plans-and-reports>
- Appendix C Conservation Easement  
Available online at: <https://www.carson.org/government/departments-g-z/parks-recreation-open-space/about-us/brochures-maps-master-plans-and-reports>
- Appendix D Programmatic Agreement  
Available online at: <https://www.carson.org/government/departments-g-z/parks-recreation-open-space/about-us/brochures-maps-master-plans-and-reports>
- Appendix E Eagle Valley Trails Committee Report  
Available online at: <https://www.carson.org/government/departments-g-z/parks-recreation-open-space/about-us/brochures-maps-master-plans-and-reports>
- Appendix F Unified Pathways Master Plan  
Available online at: <https://www.carson.org/government/departments-g-z/parks-recreation-open-space/about-us/brochures-maps-master-plans-and-reports>
- Appendix G Signage Master Plan for the Parks, Recreation & Open Space Dept.  
Available online at: <https://www.carson.org/government/departments-g-z/parks-recreation-open-space/about-us/brochures-maps-master-plans-and-reports>
- Appendix H Prison Hill Master Plan Survey  
Available online at: <https://www.carson.org/government/departments-g-z/parks-recreation-open-space/about-us/brochures-maps-master-plans-and-reports>
- Appendix I Prison Hill Master Plan Open House  
Available online under the heading *Prison Hill Master Plan Survey* at: <https://www.carson.org/government/departments-g-z/parks-recreation-open-space/about-us/brochures-maps-master-plans-and-reports>

- Appendix J Prison Hill Recreation Area Site Assessment, South End (Motorized)  
Available online with the Prison Hill Recreation Area OHV Management Plan at: <https://www.carson.org/government/departments-g-z/parks-recreation-open-space/about-us/brochures-maps-master-plans-and-reports>
- Appendix K Prison Hill Recreation Area OHV Management Plan  
Available online at: <https://www.carson.org/government/departments-g-z/parks-recreation-open-space/about-us/brochures-maps-master-plans-and-reports>
- Appendix L Carson City Community Wildfire Protection Plan  
Available online at: <https://www.carson.org/government/departments-a-f/fire-department/divisions/fire-prevention-division/wildland-fuels-reduction/carson-city-community-wildfire-protection-plan>
- Appendix M Prison Hill OHV Area – Baseline Monitoring Report  
Available online at: <https://www.carson.org/government/departments-g-z/parks-recreation-open-space/about-us/brochures-maps-master-plans-and-reports>
- Appendix N Prison Hill Recreation Area Common Species List

Appendix N: Prison Hill Recreation Area Common Species List

Common Name	Scientific Name
<b>PLANTS</b>	
Shrubs	
Antelope bitterbrush	<i>Purshia tridentata</i>
Desert peach	<i>Prunus andersonii</i>
Green ephedra	<i>Ephedra viridis</i>
Green rabbitbrush	<i>Chrysothamnus viscidiflorus</i>
Narrowleaf willow	<i>Salix exigua</i>
Rubber rabbitbrush	<i>Ericameria nauseosa</i>
Sagebrush	<i>Artemisia tridentata</i> var. <i>tridentata</i>
Smooth horsebrush	<i>Tetradymia glabrata</i>
Spineless horsebrush	<i>Tetradymia canescens</i>
Spiny hopsage	<i>Grayia spinosa</i>
Trees	
Fremont cottonwood	<i>Populus fremontii</i>
Jeffrey pine	<i>Pinus jeffreyi</i>
Single-leaf pinyon pine	<i>Pinus monophylla</i>
Utah juniper	<i>Juniperus utahensis</i>
Western juniper	<i>Juniperus occidentalis</i>
Grasses	
Bottlebrush squirreltail	<i>Elymus elymoides</i>
Great Basin wildrye	<i>Leymus cinereus</i>
Indian Ricegrass	<i>Achnatherum hymenoides</i>
Sandberg's Bluegrass	<i>Poa secunda</i>
Sixweeks' fescue	<i>Vulpia octoflora</i>
Thurber's Needlegrass	<i>Achnatherum thurberianum</i>
Forbs	
Arrowleaf balsamroot	<i>Balsamorhiza sagittata</i>
Carson Valley monkeyflower	<i>Erythranthe carsonensis</i>
Common whitlowgrass	<i>Draba verna</i>
Douglas' dustymaiden	<i>Chenactis douglasii</i>
Dune evening primrose	<i>Oenothera deltoides</i>
Foothill deathcamus	<i>Toxicoscordion venenosum</i>
Ground nama	<i>Nama aretoides</i>

Hawksbeard	<i>Crepis sp.</i>
Hoary aster	<i>Dieteria canescens</i>
Hoary rockcress	<i>Boechera puberula</i>
Inyo threadplant	<i>Nemacladus sigmoideus</i>
Lance-leaved scurf-pea	<i>Ladeania lanceolata</i>
Miniature monkeyflower	<i>Erythranthe sukdorfii</i>
Mule's Ears	<i>Wyethia mollis</i>
Plains evening primrose	<i>Camissonia contorta</i>
Prince's plume	<i>Stanleya pinnata</i>
Red triangles	<i>Centrostegia thurberi</i>
Scale bud	<i>Anisocoma acaulis</i>
Scrub gilia	<i>Gilia malior</i>
Shy gilia	<i>Gilia inconspicua</i>
Silvery lupine	<i>Lupinus argenteus</i>
Sleeping combseed	<i>Pectocarya penicillata</i>
Slender popcornflower	<i>Plagiobothrys tenellus</i>
Small onion	<i>Allium parvum</i>
Small wirelettuce	<i>Stephanomeria exigua</i>
Spiny phlox	<i>Phlox hoodii</i>
Spreading pygmyleaf	<i>Loeflingia squarrosa</i>
Starcup	<i>Gymnosteris nudicaulis</i>
Steamboat monkeyflower	<i>Diplacus ovatus</i>
Sulphur buckwheat	<i>Eriogonum umbellatum</i>
Two-colored phacelia	<i>Phacelia bicolor</i>
Volcanic gilia	<i>Gilia ochroleuca</i>
Washoe phacelia	<i>Phacelia curvipes</i>
Western peony	<i>Paeonia brownii</i>
Whitedaisy tidytips	<i>Layia glandulosa</i>
Whitestem blazingstar	<i>Mentzelia albicaulis</i>
Woolly bonnets	<i>Eatonella nivea</i>
Nuisance Weeds	
Bristly fiddleneck	<i>Amsinckia tessellata</i>
Burr buttercup	<i>Ceratocephala testiculata</i>
Cheatgrass	<i>Bromus tectorum</i>
Flixweed	<i>Descurainia sophia</i>

Purple mustard	<i>Chorispora tenella</i>
Stork's bill	<i>Erodium cicutarium</i>
Tall tumble mustard	<i>Sysimbrium altissimum</i>
Noxious Weeds	
Hoary cress	<i>Cardaria draba</i>
Perennial pepperweed	<i>Lepidium latifolium</i>
<b>INVERTEBRATES</b>	
Butterflies and Moths	
Monarch	<i>Danaus plexippus</i>
Painted lady	<i>Vanessa cardui</i>
Western tent caterpillar	<i>Malacosoma californicum</i>
Western tiger swallow	<i>Papilio rutulus</i>
White satin moth	<i>Leucoma salicis</i>
Beetles, Ants, Flies, Wasps	
Black calosoma	<i>Calosoma semilaeve</i>
California harvest ant	<i>Pogonomyrmex californicus</i>
Cutworm wasps	<i>Podalonia sp.</i>
Darkling beetle	<i>Eleodes obscurus</i>
Hairy bear scarab	<i>Paracotalpa granicollis</i>
Hover flies	<i>Syrphidae</i>
Jerusalem crickets	<i>Stenoplematus sp.</i>
Northern scorpion	<i>Paruroctonus boreus</i>
Say's stink bug	<i>Chlorochroa sayi</i>
Velvet ant	<i>Mutillidae</i>
<b>VERTEBRATES</b>	
Mammals	
Beaver	<i>Castor canadensis</i>
Black-tailed jackrabbit	<i>Lepus californicus</i>
Coyote	<i>Canis latrans</i>
Kangaroo rats	<i>Dipodomys sp.</i>
Mountain cottontail	<i>Sylvilagus nuttallii</i>
Mule deer	<i>Odocoileus hermionus</i>
Musktrat	<i>Ondatra zibethicus</i>
Reptiles and Amphibians	
American bullfrog	<i>Lithobates catesbeianus</i>

Desert horned lizard	<i>Phrynosoma platyrhinos</i>
Gopher snake	<i>Pituophis catenifer</i>
Long nosed leopard lizard	<i>Gambelia wislizenii</i>
Western fence lizard	<i>Sceloporus occidentalis</i>
Western rattlesnake	<i>Crotalus oreganus</i>
Western toad	<i>Anaxyrus boreas</i>
Western whiptail	<i>Aspidoscelis tigris</i>
Birds	
American crow	<i>Corvus brachyrhynchos</i>
American kestrel	<i>Falco sparverius</i>
American robin	<i>Turdus migratorius</i>
Bald eagle	<i>Haliaeetus leucocephalus</i>
Barn owl	<i>Tyto alba</i>
California quail	<i>Callipepla californica</i>
Canada goose	<i>Branta canadensis</i>
Common raven	<i>Corvus corax</i>
Cooper's hawk	<i>Accipiter cooperii</i>
Eurasian magpie	<i>Pica</i>
Golden eagle	<i>Aquila chrysaetos</i>
Great horned owl	<i>Bubo virginianus</i>
Merlin	<i>Falco columbarius</i>
Northern goshawk	<i>Accipiter gentilis</i>
Northern mockingbird	<i>Mimus polyglottos</i>
Osprey	<i>Pandion haliaetus</i>
Red-tailed hawk	<i>Buteo jamaicensis</i>
Scrub jay	<i>Aphelocoma californica</i>
Sharp-shinned hawk	<i>Accipiter striatus</i>
Turkey vulture	<i>Cathartes aura</i>
Western meadowlark	<i>Sturnella neglecta</i>