



Board of Storey County Commissioners Agenda Action Report

Meeting date: 9/5/2023 10:00 AM -
BOCC Meeting

Estimate of Time Required: 1 min

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and possible approval of the agenda for the September 5, 2023, meeting.
- **Recommended motion:** Approve or amend as necessary.
- **Prepared by:** Drema Smith

Department: **Contact Number:** 7758470968

- **Staff Summary:** See attached.
- **Supporting Materials:** See attached
- **Fiscal Impact:**
- **Legal review required:** False
- **Reviewed by:**

_____ Department Head

Department Name:

_____ County Manager

Other Agency Review: _____

- **Board Action:**

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



Board of Storey County Commissioners Agenda Action Report

Meeting date: 9/5/2023 10:00 AM -
BOCC Meeting

Estimate of Time Required: 5 minutes

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and possible approval of the minutes for the June 6, 2023, meeting.
- **Recommended motion:** Approve or amend as necessary
- **Prepared by:** Jim Hindle

Department: **Contact Number:** 17758470969

- **Staff Summary:** See attached
- **Supporting Materials:** See attached
- **Fiscal Impact:** none
- **Legal review required:** False
- **Reviewed by:**

_____ Department Head

Department Name:

_____ County Manager

Other Agency Review: _____

- **Board Action:**

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



STOREY COUNTY BOARD OF COUNTY COMMISSIONERS MEETING

6/6/2023 10:00 AM

26 SOUTH B STREET, VIRGINIA CITY, NV

MEETING MINUTES

JAY CARMONA
CHAIRMAN

CLAY MITCHELL
VICE-CHAIRMAN

LANCE GILMAN
COMMISSIONER

ANNE LANGER
DISTRICT ATTORNEY

JIM HINDLE
CLERK & TREASURER

Roll Call: Commission Chairman Jay Carmona, Commission Vice-Chair Clay Mitchell, Commissioner Lance Gilman, Recorder Dru McPherson, Sheriff Mike Cullen, Justice of the Peace Eileen Herrington, County Manager Austin Osborne, Deputy District Attorney Keith Loomis, Comptroller Jennifer McCain, IT Director James Deane, Fire Chief Jeremy Loncar, Planning Manager Kathy Canfield, Emergency Management Director Mike Bullian, Operations and Project Manager Mike Northan, Business Development Manager Lara Mather, Community Relations Director Honey Menefee, Community Development Director Pete Renaud, Senior Center Director Stacy York, VCTC Director Todd Tuttle

1. CALL TO ORDER REGULAR MEETING AT 10:00 A.M.

Commissioner Carmona called the meeting to order at 10:02 a.m.

2. PLEDGE OF ALLEGIANCE

3. DISCUSSION/FOR POSSIBLE ACTION: Consideration and possible approval of the Agenda for the June 6, 2023, meeting.

Public Comment: None

Motion: I, Commissioner Mitchell, move to approve the Agenda for the June 6, 2023, meeting as presented. **Seconded by:** Lance Gilman. **Vote:** Motion passed unanimously.

4. DISCUSSION/FOR POSSIBLE ACTION: Consideration and possible approval of the minutes from the April 4th, 2023, meeting.

Public Comment: None

Motion: I, Commissioner Mitchell, move to approve the Minutes for the April 4, 2023, meeting as presented. **Seconded by:** Lance Gilman. **Vote:** Motion passed unanimously.

5. DISCUSSION/FOR POSSIBLE ACTION: Consideration and possible approval of the minutes from the April 18th, 2023, meeting.

Public Comment: None

Motion: I, Commissioner Mitchell, move to approve the Minutes for the April 18, 2023, meeting as presented. **Seconded by:** Lance Gilman. **Vote:** Motion passed unanimously.

6. CONSENT AGENDA FOR POSSIBLE ACTION:

For possible action, approval of business license first readings:

- A. Alamon Inc. – Contractor / 315 W. Idaho ~ Kalispell, MT
- B. Bates Construction Services–Contractor/136 S. Rainbow Dr~Dayton, NV
- C. Beach & Sons Mechanical Inc – Contractor / 1418-B Industrial Way ~ Gardnerville, NV
- D. Endured Builders – Contractor / 690 Stock Ln., ~ Fernley, NV
- E. Kleinfelder Inc. – Professional / 771 First Ave. Ste 400 ~ San Diego, CA
- F. Mass Electric Construction Co. – Contractor / 1550 Mike Faney St. ~ Omaha, NE
- G. Peachy Clean – Out of County / 23 Adair Dr. ~ Carson City, NV
- H. Reliant Tower – Contractor / 2428 Palisades Dr. ~ Corona, CA

Public Comment: None

Motion: I, Commissioner Mitchell, move to approve today's Consent Agenda as presented. **Seconded by:** Lance Gilman. **Vote:** Motion passed unanimously.

7. PUBLIC COMMENT (No Action): Karen Gysen of 109 Comstock Ladies, said we are selling tickets for our major fundraising for a July 1 barbecue at the Freight station. Raffle tickets for a Mercedes, on sale through Nov. 11. Tickets to event are \$65, Lady and the Tramps, silent auctions, raffles and dinner and the raffle tickets are \$10.

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

Sheriff Cullen

- Had 2 successful events for child safety seat event at Lockwood and Virginia City.
- Joining Forces grant for traffic safety, June 20-24 for pedestrian safety event.

Chief Loncar

- A contract with state to increase funding for fuels reduction in the Highlands could be \$2.5 million.
- A town hall meeting was held in Mark Twain.
- Jim Morgan is the new Assistant Chief starting July 3.

Public Works Operations & Projects Manager Mike Northan

- There are ongoing road repairs on Lousetown Road, the ramp at football field and Duck Hill Road. .
- The sinkhole at the baseball field has been repaired.
- Drainage repairs are being done on Six Mile Canyon Road.
- A central tunnel at D and Mill is discharging.
- Still working to get FEMA funding for storm damage.
- Lumos & Associates will offer repair information at the next meeting for Taylor Street.

James Deane for Becky Parsons

- Dispatch has completed testing for one applicant.

Lara Mather

- Spending more time at NevadaWorks.
- She is now serving on the EDAWN business awards board.
- Thank Walmart Distribution Center for hot dog donations for the Child Safety Seat event.

Honey Menefee

- The Lockwood community has purchased herbicides in Lockwood for noxious weed elimination program.
- In Virginia City, the Clampers created a Nevada Brewery plaque at 355 Mill Street. There is also one at the rear of the Silverland Inn & Suites.
- The Courthouse electrical renovation grant was completed at a cost of \$103,029.12.
- The Lockwood Senior Center project design complete. Contractors are still working on the environmental report.

Emergency Management Director Mike Bullian

- Working with Public Works and FEMA to recover funds for storm period, an estimated. \$1,025,500, which could result in a 75 percent reimbursement or \$768,375.
- The Emergency Operations Master Plan is nearly done.

Todd Tuttle, Tourism Director

- There were lower numbers for the Chili Cookoff, about 20-30 percent down, but a great turnout for the Celebration of Heroes Parade.
- The Reno Tahoe Odyssey had a huge turnout on June 3.
- The Street Vibrations Spring Rally had good attendance and no incidents.
- This weekend is the Sweets and Treats event by Finders Keepers.
- The Fourth of July parade, concert and fireworks are coming along.
- Hot August Nights will be July 28-29

Kathy Canfield, Planning Manager

- The Greenlinks transmission facility draft that BLM has done is open to public comment. There is a link on the planning commission web site for the transmission line, which goes through the center of the county.
- The flag at the Ice House area is back on the flagpole.
- Master Plan workshops will begin on June 29 in Lockwood.

James Deane, IT Director

- There will be upgrades in the Courthouse on June 12, with some interruptions in service.

Pete Renaud, Community Development Director

- The business license renewals were out in two days.
- Boardwalk inspections are being done.

(Chairman Carmona suspended staff reports for the time-specific public hearing.)

10. RECESS TO CONVENE AS THE STOREY COUNTY HIGHWAY BOARD

11. 10:30 A.M. PUBLIC HEARING: Public Hearing on proposed Resolutions 23-681 and 23-682 as described: Resolution 23-681 proposes the identification of Unnamed; Storey County Road Number 950035 (2 Segments); commonly known as Unnamed (Segment 1); road length 8,157 feet (1.54 Miles) Overall Average Disturbed Width: Approximately fourteen (14) feet as a minor county road; and (Segment 2); road length 4,089 feet (.77 Miles) Overall Average Disturbed Width: Approximately fourteen (14) feet, located in Township 17 N, Range 22 East, Within Sections 10 and 14, located on BLM property in the vicinity of Neigh Road, north of Hwy 50 and east of Flowery Peak and the Basalite Mine facility in Storey County. It is proposed that the road be identified as a minor county road. The effect of identifying the road as a minor county road is to identify it as a public road, available for public use but not maintained by Storey County. It must be used by the public at its own risk. Resolution 23-682 proposes the identification of Unnamed; Storey County Road Number 951030; commonly known as Unnamed; road length 2,208 feet (0.42 Miles) Overall Average Disturbed Width: Approximately eight (8) feet located in Township 17 N, Range 22 East, Within Section 16, located on BLM property in the vicinity of Sutro Springs Road and

Pinenut Road, east of the Basalite Mine facility and west of Flowery Peak in Storey County. It is proposed that the road be identified as a minor county road. The effect of identifying the road as a minor county road is to identify it as a public road, available for public use but not maintained by Storey County. It must be used by the public at its own risk.

Planning Manager Kathy Canfield said she was only looking at two roads on BLM-controlled property.

Public Comment: Storey County resident Tom Zachry said that on the second road, 951030, the one that goes to his house, he uses every day. He said the stated width of the section up from Sutro Springs Road was eight feet, but Mr. Zachry believed it had to be at least 14 feet. He also said that Sutro Springs Road also goes on across the road another few yards until the edge of Section 16. Deputy District Attorney Keith Loomis said that part of Sutro Springs Road was private. Mr. Zachry countered that is still BLM-controlled land. Mr. Zachry agreed to work with Ms. Canfield to ascertain the width of the road.

Chairman Carmona said the public hearing would be continued on the proposed Resolutions 23-681 and 23-682 and closed the public hearing.

Commissioner Mitchell asked if 681 could be discussed and only 682 continued.

Mr. Osborne said he would prefer keeping the two together.

Ms. Canfield said staff recommends continuing this item so the widths of the roads could be examined. She suggested continuing the public hearing and the two items that go with the public hearing.

Planning staffer Lindy Renaud suggested postponing the issue until later in the meeting, as she was working with Mr. Zachry now.

Mr. Osborne said he would rather not rush this and will give staff time for postings and measurements. There's no hurry on this. Let's go for August 1.

Findings are in the June 6, 2023, packet beginning on page 38.

Motion: I, Commissioner Mitchell, move to continue the public hearing on the proposed Resolutions 23-681 and 23-682 to be reopened at our August 1, 2023, meeting, at 10:30 a.m.

Seconded by: Lance Gilman. **Vote:** Motion passed unanimously.

- 12. DISCUSSION/FOR POSSIBLE ACTION:** Consideration and possible adoption of Resolution 23-681, which proposes identification of Unnamed; Storey County Road Number 950035 (2 Segments); commonly known as Unnamed (Segment 1); road length 8,157 feet (1.54 Miles) Overall Average Disturbed Width: Approximately fourteen (14) feet as a minor

county road; and (Segment 2); road length 4,089 feet (0.77 Miles) Overall Average Disturbed Width: Approximately fourteen (14) feet, located in Township 17 N, Range 22 East, Within Sections 10 and 14, located on BLM property in the vicinity of Neigh Road, north of Hwy 50 and east of Flowery Peak and the Basalite Mine facility in Storey County . It is proposed that the road be identified as a minor county road. The effect of identifying the road as a minor county road is to identify it as a public road, available for public use but not maintained by Storey County. It must be used by motorists at their own risk.

Public Comment: None

Motion: I, Commissioner Mitchell, move to continue this item to our August 1, 2023, meeting here at the courthouse. **Seconded by:** Lance Gilman. **Vote:** Motion passed unanimously.

- 13. DISCUSSION/FOR POSSIBLE ACTION:** Consideration and possible adoption of Resolution 23-682, which proposes identification of Unnamed; Storey County Road Number 951030; commonly known as Unnamed; road length 2,208 feet (0.42 Miles) Overall Average Disturbed Width: Approximately eight (8) feet located in Township 17 N, Range 22 East, Within Section 16, located on BLM property in the vicinity of Sutro Springs Road and Pinenut Road, east of the Basalite Mine facility and west of Flowery Peak in Storey County. It is proposed that the road be identified as a minor county road. The effect of identifying the road as a minor county road is to identify it as a public road, available for public use but not maintained by Storey County. It must be used by motorists at their own risk.

Public Comment: None

Motion: I, Commissioner Mitchell, move to continue the consideration of Resolution 23-682 to our August 1, 2023, meeting here at the courthouse. **Seconded by:** Lance Gilman. **Vote:** Motion passed unanimously.

- 14. DISCUSSION ONLY:** Report of public works department regarding roads and highways in Storey County.

Operations and Projects Manager Mike Northan reported that NVenergy Gas has started with a gas main at Electric Ave. and Milan Drive, TRIC. He also said he would be seeking approval for Lumos to do a permanent fix on Taylor Street in Virginia City.

Public Comment: None

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

Chairman Carmona returned to Staff Reports.

Senior Center Director Stacy York

- Hired a new site manager in Virginia City.
- Had technology training throughout the month on Thursdays and will do it again in July.
- Ms. York was appointed to the State of Nevada Commission on Aging.

Community Chest Executive Director Erik Schoen

- Praised the Cowbus graduation.
- Noted the summer program is serving 60 students per day and 30 people have signed up for suicide training.

Justice Eileen Herrington

- Her office was working with the new civil infractions law with state trial services and working out the bugs in the system. We are improving the quality of pre-trial service.

County Manager Austin Osborne

- At the next meeting the county's lobbyists will be here to update the BOC on the Legislatures actions. SB432 is done; we are hoping the governor will take action in our favor on SB81. AB63 died. AB143 was signed by the governor. OHV bill was sent to the governor. The prevailing wage bill was vetoed. SB391 on sirens will allow us to continue to run our siren. our lobbyist will be here to update on legislatures. couple bills - all are subject to gov. action. SB432 it is done. SB81 we are hoping the gov will act in our favor. AB63 died. AB143 lands bill was signed by gov. OHV bill - sent to gov. SB433 prevailing wage bill was vetoed. SB391 on sirens. that will allow us to continue to run siren.

County Manager Austin Osborne for Assessor Jana Seddon

- Please fill out your 3 percent tax cap form.

St. Mary's Art Center Director Arika Perry -

- Thanked the Fire Department and Highlands Electric for their help in dealing with a lightning strike.
- St. Mary's will have a Fourth of July Arts and Fireworks Spectacular with live music and great views.

Fourth Ward School Museum Director Nora Stefu

- The summer season has started, and the museum is open 10-5 p.m. daily.
- June 9 from 6:30 p.m. will be a swing dancing event for \$10.
- June 17 will host the third annual kids' fair, free for children, \$7 for adults.
- The oral history series to save and safeguard history from 1930s and on in continuing, and people from that time period are encouraged to come and share their stories.

- The renovation on the south side is done.

UNR Extension Assistant Professor Lisa Taylor

- The extension is offering a stay strong, stay healthy program in Lockwood.
- They are working with Hillside Elementary School for the Produce Pick of the Month.
- They have a new 4H representative.
- There is a survey for seniors to use in order for the extension to provide programs for them.
- They have a master gardener program to help people learn more about horticulture.

15. RECESS TO RECONVENE AS THE STOREY COUNTY BOARD OF COUNTY COMMISSIONERS

9. BOARD COMMENT (No Action - No Public Comment)

Commissioner Mitchell mentioned the swing dancing event on Friday night.

Chairman Carmona noted the passing of Virginia City Highlands resident Susan Loyer.

16. DISCUSSION/FOR POSSIBLE ACTION: Presentation by the Nevada Rural Housing Authority (NRHA) about rural affordable home purchase programs, and discussion and consideration for approval of Resolution No. 23-691 providing for the transfer of Storey County's 2023 Private Activity Bond Volume Cap to the NRHA for the purpose of providing first-time home buyer, down payment, and other affordable housing assistance, and other related matters.

Katie Coleman, Director of Communications for Nevada Rural Housing, said this assistance goes to communities with a population of less than 150,000. It is a multi-faceted housing assistance agency. It has helped provide \$2 billion in assistance for affordable mortgages to Nevadans. This includes a homebuyer tax credit worth \$40 million. She said about 1,200 Nevada families are assisted with rent annually, including three from Storey County. The weatherization program helps 300 clients annually. The organization has provided 729 units of housing that have been built or preserved by Nevada Rural Housing. She said the transfers, including \$2.4 million from Storey County, have seen 113 residents get affordable mortgages through the program.

Commissioner Gilman praised the agency for their work. Commissioner Mitchell confirmed that the transfer is not in money, but in the ability to transfer debt.

Public Comment: None

Motion: I, Commissioner Mitchell, move to approve Resolution No. 23-691 providing for the transfer of Storey County's 2023 Private Activity Bond Volume Cap to the Nevada Rural Housing Authority for the purpose of providing first-time home buyer, down payment, and

other affordable housing assistance, and other related matters. **Seconded by:** Lance Gilman.
Vote: Motion passed unanimously.

- 17. DISCUSSION ONLY:** Presentation by Kristen Brown, Comstock Preservation and History Officer with the Nevada State Historic Preservation Office, will give an overview of the Tax Incentives for Preserving Historic Properties through the Nevada State Historic Preservation Office and the National Park Service.

Lara Mather, County Director of Business and Community Relations, said building owners had asked if there were any grants available? Kristin Brown, the Comstock Historic District Officer, responded that there were grants available.

Ms. Brown said there were programs from the State Historic Preservation Office. She said federal tax credits for historic preservation provide a lot of benefits for revitalization and restoration of historic buildings in private hands. It is administered by the National Park Service and is for buildings on the list of National Register of Historic Places, or part of a National Historic District. Owners can nominate a building to get on the list. The building has to be an income-producing building or be rehabilitated to the point where it can become income-producing. Qualified expenditures include structural as well as architectural plans and the like. Not eligible are acquisition, leasing fees, or movable objects. She said there are formulas that determine whether a property is eligible. She said SHPO does not handle the financial aspects of the program but could aid building owners with filling out forms and applying for the tax credits.

Other funding opportunities, she said, involved certified local government programs. There is also the Commission for Cultural Preservation, and they grant to rehabilitate historic buildings for use as cultural centers.

Other options include tax freezes, abatements, revolving loan programs, small grant programs, matching grant programs.

Public Comment: None

- 18. DISCUSSION/FOR POSSIBLE ACTION:** Consideration and possible approval for the County Manager to sign a contract agreement addendum between Storey County and The Porter Group. This contract is for a two (2) year period beginning July 1, 2023, for the annual amount of \$120,000.

Ms. Mather said the Porter Group is very important to the county, in particular with obtaining federal grant funding, arranging meetings and convincing representatives of the importance of legislation.

Public Comment: None

Motion: I, Commissioner Mitchell, move to approve the County Manager to sign the contract agreement addendum between Storey County and The Porter Group for the period of two (2) year period beginning July 1, 2023, at the annual amount of \$120,000. **Seconded by:** Lance Gilman. **Vote:** Motion passed unanimously.

19. DISCUSSION/FOR POSSIBLE ACTION: Special Use Permit 2023-017. The applicants request a special use permit to allow for a second-floor deck encroachment into the front yard setback. The proposed deck would encroach approximately six feet into the front yard setback, providing an approximate 14-foot setback from the front property line for the second-floor deck. The property is located at 150 North Summit Street, Virginia City, Nevada, Assessor's Parcel Number (APN) 001-021-07.

Planning Manager Kathy Canfield said there were no objections to this. Findings can be found on Page 117 of the Storey County packet.

Public Comment: None

Motion: In accordance with the recommendation by the Planning Commission and staff, the Findings under section 3.A of the Staff Report, and in compliance with all Conditions of Approval, I, Commissioner Mitchell, hereby move to approve a second-floor deck encroachment into the front yard setback. The proposed deck would encroach approximately six feet into the front yard setback, providing an approximate 14-foot setback from the front property line for the second-floor deck. The property is located at 150 North Summit Street, Virginia City, Nevada, Assessor's Parcel Number (APN) 001-021-07 **Seconded by:** Lance Gilman. **Vote:** Motion passed unanimously.

20. DISCUSSION/FOR POSSIBLE ACTION: Variance 2023-018. The applicant requests a Variance to allow for a reduced front yard setback to construct an addition to an existing garage. The applicant proposes the new garage be placed approximately 7-feet from the front yard roadway easement of Hanaupah Road. The property is located at 4680 Hanaupah Road, Highland Ranches, Storey County, Nevada, Assessor's Parcel Number (APN) 003-401-10.

Ms. Canfield said the applicant needed to build an addition onto his garage to house equipment. Findings can be found on Page 129 of the packet.

Public Comment: None

Motion: In accordance with the recommendation by staff and the Planning Commission, the Findings of Fact under Section 3.A of this report, and other findings deemed appropriate by the Board of County Commissioners, and in compliance with the conditions of approval, I, Commissioner Mitchell, move to approve Variance 2023-018 to allow for a reduced front yard setback to construct an addition to an existing garage. The applicant proposes the new

addition be placed approximately 7- feet from the front yard roadway easement of Hanaupah Road. The property is located at 4680 Hanaupah Road, Highland Ranches, Storey County, Nevada, Assessor's Parcel Number (APN) 003-401-10. **Seconded by:** Lance Gilman. **Vote:** Motion passed unanimously.

- 21. DISCUSSION/FOR POSSIBLE ACTION:** Consideration and possible approval directing the Comptroller to sign the acceptance of the presented proposal from MacLeod Watts for GASB 75 actuarial valuations for FY23 and FY24; not to exceed \$8,600 in FY23 and \$3,750 in FY24.

Comptroller Jennifer McCain said the county is required biennially to provide an evaluation regarding employment benefits. She recommended continuing with this firm.

Public Comment: None

Motion: I, Commissioner Mitchell, move to approve directing the Comptroller to sign the acceptance of the presented proposal from MacLeod Watts for GASB 75 actuarial valuations for FY23 and FY24; not to exceed \$8,600 in FY24 and \$3,750 in FY25. **Seconded by:** Lance Gilman. **Vote:** Motion passed unanimously.

- 22. DISCUSSION/FOR POSSIBLE ACTION:** Consideration and possible approval of the acceptance of the renewal from the Nevada Public Agency Insurance Pool (POOL) for liability and casualty insurance along with the deductible option, not to exceed \$583,000 for FY23-24.

Jared Rossi and Wayne Carlson of POOL Pact explained the liability coverages. Mr. Rossi gave a rundown of the amounts for each type of insurance offered, including \$5 million per loss for Accounts Receivable, 10 percent up to \$25,000 per loss for Arson Reward, \$100,000 for Debris Removal – Mold or Asbestos, \$150 million aggregate for Earthquake, \$150 million aggregate for Flood and \$25 million aggregate for Flood Zone A, \$100 million per loss for Equipment Breakdown, which includes amounts for Loss of Income, Hazardous Substance Coverage, Spoilage Coverage, Data Restoration and Electrical Risk Improvements.

Mr. Carlson defined the risk management policies of POOL Pact, as well as the benefits of membership, including techniques and classes for lowering risks, cybersecurity, a risk management grant program, online safety training, law enforcement and fire protection training, swimming pool safety policies, inspections, trainings, and more.

Ms. McCain recommended continuing with the \$5,000 deductible.

Public Comment: None

Motion: I, Commissioner Mitchell, move to approve the renewal from the Nevada Public Agency Insurance Pool (POOL) for liability and casualty insurance with a \$5,000 deductible, not to exceed \$583,000 for FY23-24. **Seconded by:** Lance Gilman. **Vote:** Motion passed unanimously.

23. RECESS TO CONVENE AS THE STOREY COUNTY FIRE PROTECTION DISTRICT BOARD

24. DISCUSSION/FOR POSSIBLE ACTION: Consideration and possible approval of modification of collective bargaining agreement between the Storey County Fire Protection District (Employer) and Storey County Fire Fighters' Association Local 4227 (Union).

Jeannie Green, Labor Relations, asked for approval of the contract, which has a term of 3 years. She indicated changes from the previous contract included buyout options, sick leave, coverage for dependents increased to 80 percent, acting pay for employees acting in a higher capacity, shift trades, longevity pay, a re-opener clause for the third year of the contract, allowing each group to make changes to one item of the contract. The contract allows for a 1 percent pay increase in the first year, a 4 percent increase in the second year and no increase in the third year.

Public Comment: None

Motion: In accordance with the recommendation by staff and the tentative agreement between Storey County Fire Protection District (Employer) and Storey County Fire Fighters' Association Local 4227 (Union), I, Fire Commissioner Mitchell, hereby motion to approve the 2023-2026 collective bargaining agreement between the parties. **Seconded by:** Lance Gilman. **Vote:** Motion passed unanimously.

25. DISCUSSION/FOR POSSIBLE ACTION: Consideration and possible approval of a contract between Carson City and the Storey County Fire Protection District for use of the Regional Fire Training Facility not to exceed \$4,000 annually.

Chief Jeremy Loncar said this was an annual agreement and last year tried the annual but didn't use it often. Now he requested to agree to use the facility for \$150 daily not to exceed \$4,000.

Public Comment: None

Motion: I, Fire Commissioner Mitchell, move to approve the Regional Fire Training Facility Use Contract between Carson City and the Storey County Fire Protection District not to exceed \$4,000 and authorize the Fire Chief to sign. **Seconded by:** Lance Gilman. **Vote:** Motion passed unanimously.

26. DISCUSSION/FOR POSSIBLE ACTION: Discussion and possible consideration of canceling the July 4, 2023, regular meeting of the Board of Fire Commissioners due to the holiday.

Chief Loncar said the department will be busy with the Fourth of July holiday.

Public Comment: None

Motion: I, Fire Commissioner Mitchell, move to approve canceling the July 4, 2023, regularly scheduled meeting of the Board of Fire Commissioners due to the holiday.

Seconded by: Lance Gilman. **Vote:** Motion passed unanimously.

27. RECESS TO RECONVENE AS THE STOREY COUNTY BOARD OF COUNTY COMMISSIONERS

28. DISCUSSION/FOR POSSIBLE ACTION: Possible approval of the Interlocal Contract between the State of Nevada and Storey County for DMV Services.

Clerk & Treasurer Jim Hindle said the interlocal agreement is up for renewal. It will be a 4-year agreement, which he supported. He said the county had a relationship with the state DMV where problems could be solved. He said the number of people using the service and the number of people waiting in the lobby was getting to be an issue. 75 percent of the people using our services are from outside Storey County. That is because Reno and Carson are appointment only. DMV said we can enforce a tightening of our services, where we can prioritize Storey and Lyon counties. He has broached to the DMV about the need to expand services to a Lyon County location and a dialogue is going. Lyon County residents are about 1/3 of the people who use the Clerk's DMV window. This is an extremely valuable service to our residents. Though the state remittances do not completely cover the human resource cost to provide the service, our objective is not to run the DMV window for profit. Mr. Hindle highlighted language changes in the agreement item #11 to limit county liability as proposed by the District Attorney's Office. The DMV is positively considering the revised language. Mr. Hindle recommends approval of the agreement.

Commissioner Mitchell asked if the providing of services overtaxed the staff. Mr. Hindle said with increased election issues staff is tight now and could become tighter. DMV services is effectively a full-time position.

Public Comment: None

Motion: I, Commissioner Mitchell, move to approve the proposed Interlocal Contract between the State of Nevada and Storey County and authorize the Clerk & Treasurer to sign the agreement and perform DMV services as described in the Attachment A "Scope of Work.

Further I move to authorize the Clerk & Treasurer and the DA's Office to modify or update Item #11 **Seconded by:** Lance Gilman. **Vote:** Motion passed unanimously.

- 29. DISCUSSION/FOR POSSIBLE ACTION:** To authorize the county manager to accept and sign a proposal from Zion Builders for the construction of a breezeway cover at the Virginia City Senior Center in the amount of \$47,300.00. The project is fully grant funded and no county funds will be used for the project.

Mike Northan, Operations and Projects Coordinator, said the breezeway covering will be covering an area between the senior center and an area containing some refrigerated walk-in units, to avoid struggling with ice and snow during winter months. The process is completely grant funded.

Public Comment: None

Motion: I, Commissioner Mitchell, move to authorize the county manager to accept and sign a proposal from Zion Builders for the construction of a breezeway cover at the Virginia City Senior Center in the amount of \$47,300.00. The project is fully grant funded and no county funds will be used for the project. **Seconded by:** Lance Gilman. **Vote:** Motion passed unanimously.

- 30. DISCUSSION/FOR POSSIBLE ACTION:** Approval of unbudgeted item for weather related emergency repair to 911 radio system at Pond Peak in the amount of \$15,423.68.

James Deane, IT Director said this was to repair damage from ice and snow.

Public Comment: None

Motion: I, Commissioner Mitchell, move to approve the weather-related repair to the 911 radio system in the amount of \$15,423.68. **Seconded by:** Lance Gilman. **Vote:** Motion passed unanimously.

- 31. DISCUSSION/FOR POSSIBLE ACTION:** Consideration and possible approval to authorize Storey County to enter into an agreement with Tectonics Design Group to complete a Preliminary Architectural Report for Fire Station 71 at the cost of \$48,000.

Grants Manager Honey Menefee said one correction is \$48,500, rather than \$48,000. She said this is the preliminary architectural report that is required by the federal grant.

Public Comment: None

Motion: I, Commissioner Mitchell, move to approve the authorization for Storey County to enter into an agreement with Tectonics Design Group to complete a Preliminary Architectural

Report for Fire Station 71 at the cost of \$48,500. **Seconded by:** Lance Gilman. **Vote:** Motion passed unanimously.

- 32. DISCUSSION/FOR POSSIBLE ACTION:** Consideration and possible approval for the emergency repairs to St. Mary's Art Center (SMAC) to be paid for out of the Building Restoration Fund that was awarded to SMAC in FY22/23.

Ms. Menefee said the amount has changed but won't go over the allotted amount of \$150,000 for FY 2022/23 for building restoration. The cost is \$132,239. The cost to repair the damage from the frozen pipes was \$14,940.51, so the total repairs are \$148,367. \$488 was added to the frozen pipe cost because the cost of a sink went up.

Public Comment: None

Motion: I, Commissioner Mitchell, move to approve that the emergency repairs to St. Mary's Art Center (SMAC) be paid for out of the Building Restoration Fund that was awarded to SMAC in FY22/23 in an amount not to exceed \$150,000. **Seconded by:** Lance Gilman. **Vote:** Motion passed unanimously.

- 33. DISCUSSION/FOR POSSIBLE ACTION:** Consideration and possible approval to authorize Storey County to enter into an agreement with DOWL for a Preliminary Architect Report and Environmental Report for an approximate amount of \$36,260, not to exceed \$41,260, to complete the United States Department of Agriculture application requirements for the Fairgrounds Upgrade in Virginia City.

Ms. Menefee said this is necessary to receive the grant for the Fairgrounds project.

Public Comment: None

Motion: I, Commissioner Mitchell, move to approve to authorize Storey County to enter into an agreement with DOWL for a Preliminary Architect Report and Environmental Report for an approximate amount of \$36,260, not to exceed \$41,260, to complete the United States Department of Agriculture application requirements for the Fairgrounds Upgrade in Virginia City. **Seconded by:** Lance Gilman. **Vote:** Motion passed unanimously.

- 34. DISCUSSION/FOR POSSIBLE ACTION:** Consideration and possible approval of Resolution No. 23-683 granting St. Mary's Art Center, a 501(c)(3) nonprofit, a sum not to exceed \$115,200.00 for the purpose of preserving the St. Mary's Art Center, a county owned building and supporting arts and culture through education and cultural offerings.

Ms. Menefee said that Under NRS. 244.1505 said a grant must be made by resolution of the BOC. This meets the requirement of the statute. The county funds no more than 50 percent of their previous year's expenses. This is a 10 percent decrease from the last year, and we plan

to bring them down in increments each year to the 50 percent threshold, and this is \$12,800 less than last year.

Commissioner Mitchell asked if St. Mary's would suffer from this.

Ms. Menefee said there is the Building Restoration Fund grant which has been approved for FY 2023/2024, which is \$233,000, which was approved.

Public Comment: None

Motion: I, Commissioner Mitchell, move to approve Resolution No. 23-683 granting St. Mary's Art Center Inc., a 501(c)(3) nonprofit, a sum not to exceed \$115,200.00 for the purpose of preserving the St. Mary's Art Center, a county owned building and supporting arts and culture through education and cultural offerings. **Seconded by:** Lance Gilman. **Vote:** Motion passed unanimously.

35. DISCUSSION/FOR POSSIBLE ACTION: Consideration and possible approval of Resolution No. 23-684 granting the University of Nevada Reno, Storey County Extension, a 501(c)(3) nonprofit, a sum not to exceed \$30,000.00 for the purpose of addressing contemporary issues in the areas of agriculture, horticulture, community development, health and nutrition, personal and family development and natural resources.

Ms. Menefee said UNR has a 9 percent increase from the previous year up \$2,500.

Public Comment: None

Motion: I, Commissioner Mitchell, move to approve Resolution No. 23-684 granting the University of Nevada Reno, Storey County Extension, a 501(c)(3) nonprofit, a sum not to exceed \$30,000.00 for the purpose of addressing contemporary issues in the areas of agriculture, horticulture, community development, health and nutrition, personal and family development and natural resources. **Seconded by:** Lance Gilman. **Vote:** Motion passed unanimously.

36. DISCUSSION/FOR POSSIBLE ACTION: Consideration and possible approval for Resolution No. 23-685 granting the Community Chest, Inc., a 501(c)(3) nonprofit, the sum of \$329,175.00 for the specific purpose of funding health and human services and educational programs.

Ms. Menefee said the quest the funding is broken down into three areas, health care, education, and the library, and has a 13 percent increase.

Public Comment: None

Motion: I, Commissioner Mitchell, to approve Resolution No. 23-685 granting the Community Chest, Inc., a 501(c)(3), nonprofit the sum of \$329,175.00 for the specific purpose of funding health and human services and educational programs. **Seconded by:** Lance Gilman. **Vote:** Motion passed unanimously.

37. DISCUSSION/FOR POSSIBLE ACTION: Consideration and possible approval for Resolution No. 23-686 granting the Comstock Cemetery Foundation, Inc., a 501(c)(3) nonprofit, a sum not to exceed \$9,975.00 for the purpose of preserving the historic cemeteries of the Comstock Historic District.

Ms. Menefee said she sits on the board of the CCF, so Ms. Mather provided information on this item. She said it reflects the duties performed on behalf of Storey County.

Public Comment: None

Motion: I, Commissioner Mitchell, move to approve Resolution 23-686 granting the Comstock Cemetery Foundation, Inc., a 501(c)(3) nonprofit, a sum not to exceed \$9,975.00 for the purpose of preserving the historic cemeteries of the Comstock Historic District. **Seconded by:** Lance Gilman. **Vote:** Motion passed unanimously.

38. DISCUSSION/FOR POSSIBLE ACTION: Consideration and possible approval for Resolution No. 23-687 granting the Historic Fourth Ward School Foundation, a 501(c)(3) nonprofit, a sum not to exceed \$120,000.00 for the purpose of preserving the Historic Fourth Ward School Museum, a county owned building and for the purpose of preserving the Fourth Ward School Building and for promoting the history of the Comstock and Storey County.

Ms. Menefee said the Fourth Ward School's request is the same as the previous year. They have applied for the Building Restoration grant as well.

Public Comment: None

Motion: I, Commissioner Mitchell, move to approve Resolution No. 23-687 granting the Historic Fourth Ward School Foundation, a 501(c)(3) nonprofit, a sum not to exceed \$120,000.00 for the purpose of preserving the Historic Fourth Ward School Museum, a county owned building and supporting the history of the Comstock and Storey County. **Seconded by:** Lance Gilman. **Vote:** Motion passed unanimously.

39. DISCUSSION/FOR POSSIBLE ACTION: Consideration and possible approval for Resolution No. 23-688 granting the Storey County Jeep Posse, a 501(c)(3) nonprofit, a sum not to exceed \$10,000.00 for the purpose of aiding and assisting all Storey County residents with search and rescue, emergency management, youth programs and other capacities.

Ms. Menefee said the funding request by the Jeep Posse had remained the same.

Public Comment: None

Motion: I, Commissioner Mitchell, move to approve Resolution 23-688 granting the Storey County Jeep Posse, a 501(c)(3) nonprofit, a sum not to exceed \$10,000.00 for the purpose of aiding and assisting all Storey County residents with search and rescue, emergency management, youth programs and other capacities **Seconded by:** Lance Gilman. **Vote:** Motion passed unanimously.

- 40. DISCUSSION/FOR POSSIBLE ACTION:** Consideration and possible approval for Resolution No. 23-689 granting Liberty Engine Company No. 1, Inc., a 501(c)(3) nonprofit, a sum not to exceed \$10,000.00 for the purpose of preserving the Comstock Firemen's Museum, a county owned building and its historic contents.

Ms. Menefee said the request from Liberty Engine Company No. 1 Inc., remains the same as the previous years.

Public Comment: None

Motion: I, Commissioner Mitchell, move to approve Resolution No. 23-689 granting the Liberty Engine Company No. 1 Inc., a 501(c)(3) nonprofit, a sum not to exceed \$10,000.00 for the purpose of preserving the Comstock Fireman's Museum, a county owned building and its historic contents. **Seconded by:** Lance Gilman. **Vote:** Motion passed unanimously.

- 41. DISCUSSION/FOR POSSIBLE ACTION:** Consideration and possible approval for Resolution No. 23-690 Veterans of Foreign Wars, Evans-Kendall Post 8071, located in Virginia City, a 501(c)(19) nonprofit, a sum not to exceed \$10,000.00 for the purpose of providing services to Veterans and the Storey County community.

Ms. Menefee said this is a new request. John Strahan of Post 8071 said this would increase the services to veterans in Storey County. Several requests routinely come in from veterans every meeting.

Public Comment: Kris Thompson said he wholeheartedly supported this item. He said this item would actually save lives.

Commissioner Mitchell said he saw how hard 8071 worked to fundraise and if a need arises the post should ask for more.

Motion: I, Commissioner Mitchell, move to approve move to approve Resolution No. 23-690 granting the Veterans of Foreign Wars, Evans-Kendall Post 8071, located in Virginia City, a 501(c)(19) nonprofit, a sum not to exceed \$10,000.00 for the purpose of providing

services to Veterans and the Storey County community. **Seconded by:** Lance Gilman. **Vote:** Motion passed unanimously.

- 42. DISCUSSION/FOR POSSIBLE ACTION:** Consideration and possible approval of expenditure not to exceed \$14,400 to the Nevada Division of Water Resources for the assessed value of taxable property situated within the confines of the Groundwater Basin located in Storey County for FY2023/24 pursuant to NRS 534.040.

County Manager Austin Osborne said each year this is for the assessed valuation, and this is the amount and the Assessor's Office said it would not be convenient or appropriate to provide an assessment on every single property, so we do it out of this fund.

Public Comment: None

Motion: I, Commissioner Mitchell, move to approve expenditure not to exceed \$14,400 to the Nevada Division of Water Resources for the assessed value of taxable property situated within the confines of the Groundwater Basin located in Storey County for FY2023/24 pursuant to NRS 534.040. **Seconded by:** Lance Gilman. **Vote:** Motion passed unanimously.

- 43. DISCUSSION/FOR POSSIBLE ACTION:** Consideration and possible approval of approximately 5-year lease between Storey County and the Nevada State Department of Public Safety (Nevada Highway Patrol) for use of existing office space of approximately 400 square feet, and future Sheriff's Office substation area as provided for by the Sheriff, for an amount of \$0.00 but with certain cost reimbursements, located at the Storey County Government Complex at 1705 Peru Drive, McCarran, Storey County, Nevada.

Mr. Osborne said for five years we have leased office space to NHP at TRIC. The lease is up for renewal. There is no cost other than reimbursements for janitorial, but it benefits the county to have law enforcement there.

Commissioner Mitchell asked if there were any perks that could be given to make sure they patrol the area. Mr. Osborne said they are already comfortable using that office.

Public Comment: None

Motion: I, Commissioner Mitchell, move to approve an approximately 5-year lease between Storey County and the Nevada State Department of Public Safety (Nevada Highway Patrol) for use of existing office space of approximately 400 square feet, and future Sheriff's Office substation area as provided for by the Sheriff, for an amount of \$0.00 but with certain cost reimbursements, located at the Storey County Government Complex at 1705 Peru Drive, McCarran, Storey County, Nevada. **Seconded by:** Lance Gilman. **Vote:** Motion passed unanimously.

44. DISCUSSION/FOR POSSIBLE ACTION: Discussion, consideration, and general direction to staff per Commissioner Mitchell's request to consider decreasing certain base business license fees and home-based business license fees countywide.

Commissioner Mitchell disclosed that he held a home-based business license, but the matter will not affect him any more than any other person. Commissioner Gilman made a similar disclosure.

Mr. Osborne said there have been several discussions and workshops to see what the board wanted to do and what range of businesses might be impacted. Staff grouped the various business license types and the commissioners could vote on any combination they preferred. He asked that the motion be altered to direct staff to take the proposal to the VCTC board, then come back to the BOC with that Board's feedback.

Mr. Osborne said that staff had looked into fiscal impacts and what range of businesses might be impacted. They separated those licenses into groups that the BOC could consider for lowering fees.

Chairman Carmona asked Commissioner Mitchell if he had a preferred group. Commissioner Mitchell said he had intended to steer clear of anything requiring involvement of the Sheriff's Office for approval.

Commissioner Mitchell said he would like to look at groups 1 and 2, which are the general and home-based licenses, in an equal amount, then staff can do a fiscal impact statement and bring it back. He was also open to group 3, but it would be more complicated. His proposal would be to go to a flat rate of \$25 for Groups 1 and 2.

Chairman Carmona asked if there are any issue with this proposed idea. Ashley Mead, office manager for the Community Development said all the businesses were in-county businesses. Commissioner Mitchell said that, if necessary, the board could look at in-county vs. out-of-county, but right now the focus was on Groups 1 and 2.

Commissioner Gilman said he didn't believe there would be much financial impact one way or the other, so he would support the board, especially on Group 1 and 2.

Deputy DA Loomis asked if his vote on this would impact him on this more than anyone else. Commissioner Gilman said he has business licenses that are different from most, and \$40 or \$50 would not be a major issue on a business license. Mr. Loomis said on the business licenses that are being addressed, would that benefit you more or less than anyone who holds a similar business license. Commissioner Gilman said no, but he would be willing to choose to recuse. Mr. Loomis said that was not necessary.

Chairman Carmona proposed that we look at Group 1 and 2, reducing them to \$25, unless we want to dig into this deeper. Commissioner Gilman said he was fine with that. Commissioner Mitchell said he was comfortable with that as well, except that county code specifically mentions a \$25 application fee, and asked if that was what existed currently. Ms. Mead said it was a \$100 application fee and Commissioner Mitchell responded that he was not finding code support for that. So, he would also propose the application fee be \$25 as well.

Public Comment: Hugh Gallagher said that he and Comptroller McCain, along with Dean Haymore and Stacy Bucchianeri were involved with it. We weren't trying to make a profit, but to cover expenses. What is the difference between then and now. Costs, salaries, and health care have gone up. If anything, it should be increased and not decreased. If we are going to do that, it should take effect next year. He suggested they take more time with this. Either do them all or do nothing and that might be the right idea: to do nothing. Or go through them all, do your studies and finalize it.

Chairman Carmona said he had long heard about the commission's discussions on how to give back to the residents and taxpayers. For him, this would be a gesture to return some money to the pockets of the residents. We have looked at reducing taxes, so I justify this move just like investing in the parks. While it doesn't affect every single resident of the county, we are giving back to folks.

Commissioner Mitchell said that while costs have gone up, the structure of our revenue has changed. He said today the motion will be more to continue looking at it and plug in the same dollar amount and then look at the fiscal impact, which will be comprehensive rather than piecemeal.

Commissioner Gilman said if we go to Group 3 or 4, are we leaving those living in the county and benefiting those coming into the county to work? Commissioner Mitchell said it would only apply to in-county businesses; it would not apply to out-of-county businesses. We have contractors here, and those would be the only ones we would be looking at. It matters where the business is located.

Comptroller Jennifer McCain said from the numbers she and Ashley worked up, our in-county business, between the VCTC, the Building Department, and the Sheriff's Office, the total base licenses is approximately \$40,000 to \$45,000. Cutting off some of these off because they are professionals or contractors, those are where you are going to be hitting the actual residents. If we look at a percentage across the board, then we are giving everybody a like discount, rather than a \$75 discount to everyone, and if we give everyone a 50 percent discount, we're looking at \$25,000 max. That's not going to break us. I think we need to look at it as a percentage across the board, all in-county businesses.

Commissioner Mitchell said for a general license would go from \$75 to \$25 is a $\frac{2}{3}$ reduction. For a homebased business, going from 100 to 25 is a $\frac{3}{4}$ reduction. What is the rationale for a home-based business having a higher fee.

Mr. Osborne said what you do is not going to have a major fiscal impact. If you want to streamline and make things simple, to do a straight number, straight down the line. I don't know how many mining licenses, it's \$475. He went down the list of different license fees. He didn't think it made a fiscal difference.

Discussion continued on what options existed, including additional fees for square footage, number of employees and special licenses such as for dispensaries.

Commissioner Mitchell suggested \$25 down the line, then do the impact statement later.

Motion: I move to instruct staff to proceed as outlined by County Manager Osborne, and for the sake of clarification, when looking at fiscal impacts, the number we're looking at is \$25 across the board. **Seconded by:** Lance Gilman. **Vote:** Motion passed unanimously.

- 45. DISCUSSION/FOR POSSIBLE ACTION:** Consideration and possible approval of letter to the Governor's Office of Economic Development supporting the continuation of Northern Nevada Development Authority (NNDA) being one of the county's official Economic Development Authorities.

County Manager Osborne said each year we have two local agencies that serve Storey County. This shows we want to continue to work with NNDA, along with EDawn, covers all parts of Storey County.

Public Comment: None

Motion: I, Commissioner Mitchell, move to approve and sign the enclosed letter to the Governor's Office of Economic Development supporting the continuation of Northern Nevada Development Authority (NNDA) being one of the county's official Economic Development Authorities. **Seconded by:** Lance Gilman. **Vote:** Motion passed unanimously.

- 46. DISCUSSION/FOR POSSIBLE ACTION:** Discussion and possible consideration canceling the July 4, 2023, regular meeting of the Board of Storey County Commissioners due to the holiday.

Public Comment: None

Motion: I, Commissioner Mitchell, move to cancel the July 4, 2023, regular meeting of the Board of Commissioners due to the holiday. **Seconded by:** Lance Gilman. **Vote:** Motion passed unanimously.

47. DISCUSSION/FOR POSSIBLE ACTION: For consideration and possible approval of business license second readings:

- A. AQ&B LLC – Out of County / 5470 Sidehill Dr. ~ Sun Valley, NV
- B. DeHart Plumbing, heating & Air, Inc. – Contractor / 1842 Hymer Ave ~ Sparks, NV
- C. LGCY Installation Services LLC – Contractor / 3333 N. Digital Dr. # 600 Lehi, UT
- D. Revere Mechanical, LLC – Contractor / 3325 W. Ali Baba Ln. # 612 ~ Las Vegas, NV
- E. Suncrest Design & Construction – Contractor / 395 Freeport Blvd # 1 ~ Sparks, NV
- F. Sunbelt Rentals, Inc. – General / 201 Wildhorse Canyon ~ Sparks, NV
- G. The Webstaurant Store LLC – General / 265 Milan ~ Sparks, NV

Public Comment: None

Motion: I, Commissioner Mitchell, move to approve the second readings of business licenses under Item 47 listed as A through G. **Seconded by:** Lance Gilman. **Vote:** Motion passed unanimously.

48. PUBLIC COMMENT (No Action): Arika Perry said surge protectors were critical to preventing a fire at the St. Mary's Art Center.

Hugh Gallagher said SB81 is going to the governor. Commissioner Gilman was adamant to put this into an early grave. At a workshop in May and there was no one in there. This is only going to grow. He said Storey will never be able to be a county again.

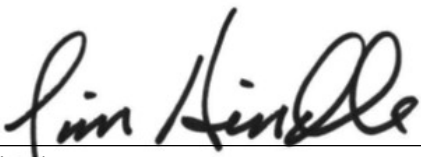
Chairman Carmona said he was at the Legislature last night, and to call it a circus was an understatement. There is still a chance it will be dead. If we want to talk about the death blow to Storey County, it would be SB432 and that is dead. With the thousands of hours people have put in, we will deal with this for another two years. We have a target on us. Our staff has been fighting tooth and nail to continue Storey County's way of life.

Nora Stefu of the Fourth Ward School Museum thanked the commissioners for the grant.

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

Chairman Carmona adjourned the meeting at 2:21 p.m.

Respectfully submitted,



Jim Hindle
Clerk-Treasurer



Board of Storey County Commissioners Agenda Action Report

**Meeting date: 9/5/2023 10:00 AM -
BOCC Meeting**

Estimate of Time Required: 0-5

Agenda Item Type: Consent Agenda

- **Title:** For Possible action, approval of business license first readings:
 - A. Ace Rental and Sales. – Contractor / 5625 Manchester Ave. ~ St. Louis, MO
 - B. Authentic Roofing LLC – Contractor / 1079 Spoonbill Dr. ~ Sparks, NV
 - C. Copper Mountain Construction LLC – Contractor / 2449 Lawry Dr. Sparks, NV
 - D. Crazy Calamities LLC – General / 355 N. F St. ~ Virginia City, NV
 - E. New Mountain Excavating Inc. – Contractor / 7383 Windmill Dr. ~ Reno, NV
 - F. Sstructures Inc. – Contractor / 5224 E Us Hwy 50 ~ Carson City, NV
 - G. Sun Source Energy LLC – Contractor / 5580 W. Flamingo Rd. #101 ~ Las Vegas, NV
 - H. SX VC LLC (Temp Vendor/Retail) – General / 5 N. C St. ~ Virginia City, NV
 - I. TDC Management LLC – Out of County / 241 Ridge St. Ste 410 ~ Reno, NV
 - J. TowerCo 2013, LLC – Out of County / 5000Valleystone Dr. Ste. 200 ~ Cary, NC
 - K. Victory Glass, LLC – Contractor / 425 Western Rd. Ste. 109 ~ Reno, NV

- **Recommended motion:** None required (if approved as part of the Consent Agenda) I move to approve all first readings (if removed from consent agenda by request).

- **Prepared by:** Ashley Mead

Department: **Contact Number:** 775-847-0966

- **Staff Summary:** First readings of submitted business license applications are normally approved on the consent agenda. The applications are then submitted at the next Commissioner's meeting for approval.

- **Supporting Materials:** See attached

- **Fiscal Impact:** None

- **Legal review required:** False

- **Reviewed by:**

_____ Department Head

Department Name:

_____ County Manager

Other Agency Review: _____

- **Board Action:**

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

Storey County Community Development



110 Toll Road ~ Gold Hill Divide
P O Box 526 ~ Virginia City NV 89440

(775) 847-0966 ~ Fax (775) 847-0935
CommunityDevelopment@storeycounty.org

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

August 24, 2023
Via Email

Fr: Ashley Mead

Please add the following item(s) to the **September 05, 2023**

COMMISSIONERS Consent Agenda:

FIRST READINGS:

- A. Ace Rental and Sales.** – Contractor / 5625 Manchester Ave. ~ St. Louis, MO
- B. Authentic Roofing LLC** – Contractor / 1079 Spoonbill Dr. ~ Sparks, NV
- C. Copper Mountain Construction LLC** – Contractor / 2449 Lawry Dr. Sparks, NV
- D. Crazy Calamities LLC** – General / 355 N. F St. ~ Virginia City, NV
- E. New Mountain Excavating Inc.** – Contractor / 7383 Windmill Dr. ~ Reno, NV
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- K. Victory Glass, LLC** – Contractor / 425 Western Rd. Ste. 109 ~ Reno, NV

Ec: Community Development
Commissioner's Office

Planning Department
Comptroller's Office

Sheriff's Office



Board of Storey County Commissioners Agenda Action Report

**Meeting date: 9/5/2023 10:00 AM -
BOCC Meeting**

Estimate of Time Required: 5 mins

Agenda Item Type: Consent Agenda

- **Title:** Consideration and possible approval of the modification to Policy 217 establishing the expectations of employees' attire when representing the county at meetings, conferences, and other gatherings.
- **Recommended motion:** I (commissioner) move to approve the modifications made to Personnel Policy 217 establishing the expectations of employees' attire when representing the county at meetings, conferences, and other gatherings.
- **Prepared by:** Brandie Lopez

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

- **Staff Summary:** When representing the county at meetings, conferences, and other gatherings the county does not want employees displaying the logos of other jurisdictions or employers.
- **Supporting Materials:** See attached
- **Fiscal Impact:** None
- **Legal review required:** False
- **Reviewed by:**

_____ Department Head

Department Name:

_____ County Manager

Other Agency Review: _____

- **Board Action:**

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

**STOREY COUNTY ADMINISTRATIVE
POLICIES AND PROCEDURES**

NUMBER 217
EFFECTIVE DATE: 06/17/08
REVISED: 12/05/17
09/05/23
AUTHORITY: BOC
COUNTY MANAGER **AOPAW**

SUBJECT: Dress and Grooming

I Policy

Each employee is expected to dress and groom appropriately for the job, presenting a clean, safe, and neat appearance. An employee unsure about whether attire or grooming is appropriate should consult with his/her supervisor.

Employees representing the county at meetings, conferences, or other gatherings shall not wear attire displaying the logo of another jurisdiction or employer.

The employer may also establish special requirements based on safety concerns. If the employee feels aggrieved by the dress and grooming requirements of his/her department, s/he may use the dispute resolution process provided in the employer's personnel policies.

In setting standards for dress and grooming, supervisors will consider the following factors:

1. The specific nature of the work and the work environment.
2. The attire of other employees engaged in similar work.
3. Safety considerations such as necessary precautions when working with or near machinery.
4. The nature of the employee's public contact, if any.
5. The effects on others of the attire or grooming such as heavy scents when coworkers have allergies.

II Enforcement

When the employer believes an employee's dress or grooming does not comply with established standards, the immediate supervisor will discuss the issue with the employee. If counseling fail-to result in the desired response, the supervisor may initiate disciplinary action. An employee who disagrees with a supervisor's judgment on matters of dress and grooming shall address the issue with the next level Supervisor or **HR Director** ~~Administrative Officer~~ or use the dispute resolution process described in the employer's personnel policies.

RESPONSIBILITY FOR REVIEW: The County **HR Personnel** Director ~~and/or~~ ~~Administrative Officer~~ will review this policy every 5 years or sooner as necessary.



Board of Storey County Commissioners Agenda Action Report

**Meeting date: 9/5/2023 10:00 AM -
BOCC Meeting**

Estimate of Time Required: 45 min.

Agenda Item Type: Discussion/Possible Action

- **Title:** Review, receive public comment, and provide direction to staff and consultants on the draft Storey County RFP for a successor Solid Waste Collection Services Franchise Agreement in preparation for consideration of the final RFP at the 09/19/23 board meeting.
- **Recommended motion:** I (commissioner) motion to direct staff and contractor to incorporate changes from this meeting to Draft RFP, complete the Draft Collection Service Agreement, and bring both documents back to the board on September 19, 2023, for consideration.
- **Prepared by:** Austin Osborne

Department: **Contact Number:** 775.847.0968

- **Staff Summary:** The county continues to develop an RFP with contractor Sloan Vazquez for a successor franchise agreement for solid waste collection services in the county. Elements to be discussed at this workshop include, but are not limited to, the RFP structure and process, contract costs, competitive rates and services, evaluation methodology, equipment and service of contractor, length of term, subscription versus mandatory service, exclusive versus free market elements of service, refuse versus recycling, fee methodology, residential curbside and transfer station services, discounts and programs, and services at the Tahoe-Reno Industrial Center versus remainder of county.
- **Supporting Materials:** See attached
- **Fiscal Impact:** Yes
- **Legal review required:** TRUE
- **Reviewed by:**

_____ Department Head

Department Name: _____

_____ County Manager

Other Agency Review: _____

- **Board Action:**

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



Storey County, Nevada

DRAFT

**REQUEST FOR PROPOSALS
FOR
FRANCHISE COLLECTION SERVICES**

DATE, 2023

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- 2.....Proposer Code of Conduct
- 3.....Supplemental List of County Facilities
- 4.....Demographic Summary
- 5.....Service Data
- 6.....Current Rates
- 7.....Cost Proposal Forms

SECTION 1 - INTRODUCTION

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

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

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

1.1 County Goals and Objectives

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

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

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

1.1.2 Quality, High-Value Programs

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

1.2 RFP Overview

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

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

1.3 Organization of RFP

This RFP is organized into six sections as follows:

Section 1 provides a brief introduction to the RFP.

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

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

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

Section 5 describes the RFP submittal requirements.

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

1.4 RFP Schedule

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

Table 1-2 RFP Schedule

Milestones	Date
Storey County releases RFP	September 20, 2023
R.S.V.P deadline for pre-proposal meeting by 5:00pm	September 22, 2023
Mandatory pre-proposal meeting	September 27, 2023
Deadline for Proposers to submit written questions by 5:00pm	October 4, 2023
Response to written questions and RFP addenda	October 11, 2023
Proposals due by TIME.	November 15, 2023
Evaluation results reported to Supervisors/Direction to negotiate with selected Proposer	December 19, 2023
Final Agreement presented to Supervisors	January 9, 2023
Contractor to commence providing services	December 1, 2024

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

SECTION 2 - BACKGROUND

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

2.1 Background Information

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

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

2.2 Contract Arrangements for Collection, Processing, and Disposal

Below is a description of the future contracting arrangements.

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

2.3 Agreement Term

The term of the new Agreement will commence on December 1, 2024 and will continue for either a term of five (5) or ten (10) years, unless the Agreement is extended in accordance with Article 3.2 of the Agreement or terminated early pursuant to Article 12.2 of the Agreement.

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

SECTION 3 - SCOPE OF REQUESTED SERVICES

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

3.1 Summary of Services

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

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

3.1.1 Exclusivity of Collection Services

Contractor will have exclusive rights to collect:

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

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

3.1.2 Responsibilities of Contractor

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

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

Contractor's affiliate; and, paying all expenses related to any construction, any land or facility improvements, any repair and/or replacement of equipment and all other expected or unforeseen costs associated with all approved facilities owned/operated by Contractor or Contractor's affiliate.

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

3.2 Collection Services and Transfer Station Management

3.2.1 SFD Collection Services Arrangements

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

1. Weekly Solid Waste Collection

Contractor will provide each SFD with a new, wheeled cart for automated collection of solid waste. The default service level will be a 96-gallon cart collected weekly. The Contractor must provide a 64- or a 32-gallon cart as a substitute depending on the customer's preference and need. No discount will be given for using a 64-gallon carts. 32-gallon Cart shall be offered at a reduced rate. Customers may request additional carts as may be needed at an additional charge. Customers will be required to place the cart(s) curbside for collection. residents may set out an additional one (1) cubic yard of containerized Waste material without extra charge, which is equivalent to six (6) thirty-two (32) gallon cans, bags, boxes or bundles. Each item shall not exceed fifty (50) pounds in weight or thirty-six (36) inches in length.

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

2. Yard Service or Drive-In Services

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

container to a location per this Agreement that can be safely serviced by Franchisee. collection.

3. Recycling Collection

Contractor will offer SFD recycling subscription-based Recycling Collection services for additional rate. Other recycling collection services may be proposed. If offered, other Recycling Services for SFD customers shall be offered as an alternative proposal.

4. Community Cleanup Residential Incentive

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

- A. In addition to the provisions above for Community Cleanup Residential Incentive, Storey County residents may drop off acceptable Recyclable Materials at the Virginia City Transfer Station. Additionally, the Contractor may provide other drop-off options as approved by the County. Those recyclables will change from time to time, which will change the types of products that are accepted for recycling and the ability to find a vendor that will recycle all items, i.e. batteries, motor oil, etc.

5. Annual Holiday Tree Recycling Collection

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

6. Senior Rate

- A. **Senior Rate.** The Franchisee shall charge a senior residential collection rate to eligible seniors, as set forth in Exhibit A. The senior residential collection rate shall have an eligibility age of 65 years old, or older, and include the collection of a thirty-two (32) gallon can (without additional yardage) or sixty-four (64) gallon Cart of Solid Waste but does not include the one addition cubic yard of containerized Waste in the base level of service.
- B. **Low-Income Senior Rate.** Low-income senior citizens upon request shall pay a rate set at 75% of the established solid waste rate as set forth in Exhibit A for the customer owned 32-gallon service that does not include the

additional cubic yard of service. The qualification requirements for the low-income senior citizen rates include all the following: (i) head of household; (ii) minimum of 65 years of age; and, (iii) an adjusted gross income for the household at or below one hundred-fifty (150) percent of the current Federal Poverty Guidelines for the 48 Contiguous States and the District of Columbia for the applicable size of family unit.

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

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

7. Vacation Hold

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

8. Animal-Resistant Carts

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

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

Proposer will provide on-call e-waste collection service for SFD Customers, offered at an additional charge. Contractor is required to describe its methodology to provide on-call collection of e-waste (e.g., material types, customer set-out requirements, control mechanisms for spills and contamination, and any limitations on allowable amounts) along with a fee per pick-up that would cover all program costs.

10. On-Call Universal Waste Recycling Collection

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

3.2.2 MFD Collection Services Arrangements

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

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

1. Solid Waste Collection

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

2. Annual Holiday Tree Recycling Collection

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

3.2.3 Commercial Collection Services

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

1. Solid Waste Collection

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

2. Recyclable Materials Collection Offer of Service

Contractor will provide carts, bins, and roll-off boxes for collection of recyclable materials. Recycling collection will be made available at a minimum for: newsprint (including inserts); mixed paper (including magazines, catalogs, envelopes, junk mail,

corrugated cardboard, brown bags and paper, paperboard, paper egg cartons, office ledger paper, and telephone books); aluminum beverage containers; pie tins; tin cans; bimetal containers; and #1 & #2 plastics. In order to prevent the contamination of recyclables, the Contractor will provide "restricted access" lids for recycling collection containers, as needed.

3. On-Call Bulky Item Collection

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

4. Optional Services for Commercial Customers

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

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

12. On-Call Universal Waste Recycling Collection

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

3.2.4 County Services

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

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

1. Weekly Solid Waste Collection

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

2. Weekly Recyclable Materials Collection

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

3. On-Call Bulky Item Service

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

4. Special Event Collection Services

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

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

5. Illegal Dump Site Service

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

6. Disaster Relief.

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

3.2.5 Virginia City Transfer Station Operation

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

3.2.6 Material Processing, Diversion and Disposal Plan

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

3.2.7 Other Collection Service Considerations

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

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

3.2.8 Limitations of the Scope of Exclusive Agreement

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

3.3 Customer Rate Arrangements

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

3.3.1 SFD Rate Arrangements

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

Contractor will offer SFD recycling subscription services and may proposal alternative recycling collection services.

3.3.2 MFD and Commercial Rate Arrangements

The County will maintain a rate structure that includes separate fees for the collection of solid waste and recyclable materials. A volume-and-frequency based rate structure will be used. Customers will be encouraged to voluntarily participate in recyclable materials collection and will pay a fee for recyclable materials collection services based on subscription levels.

The County will continue to accommodate open-market competition for recyclable materials collection service for which the service provider does not charge a fee for service to the generator.

3.3.3 County Services

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

3.3.4 Special Services Charges

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

3.3.5 Fees

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

3.4 Public Education and Outreach

All public education activities will be conducted by the Contractor. Contractor shall be responsible for ensuring that its customers consistently receive a high level of customer service and responsiveness. Contractor shall prepare an annual public education plan and meet with the County or the County's representative to review the plan. The County shall have the right to review all promotion materials and implementation of the promotion strategy. A detailed listing of Public Education and Outreach requirements can be found in Article 5.11 of the Agreement.

3.4.1 Contractor Responsibilities

Contractor will be required to provide the following services:

1. Distribute public education and outreach materials during roll-out of the new collection services program.
2. Public education strategy and development of materials to support roll-out of new collection services.
3. Develop, produce and distribute an information packet to each new customer throughout the Contract term. This packet shall: describe available services, including available recycling services; provide instructions for proper use of the carts and bins provided (such as how to place carts or other permitted items for Collection, the types of materials that may be placed in each cart); detailed holiday Collection schedules; and, provide billing and customer service telephone

numbers. This packet shall contain updated information on how to use Containers, when, where and how to place solid waste for Collection, and who to contact with service or billing questions, and for bulky item Collection.

4. Develop, produce and distribute public education and promotional materials to MFD and Commercial accounts at inception of the new program and during the term of the Agreement, including all outreach and education materials necessary to implement any recycling collection programs.
5. Deliver set-out correction notices during the term of the Agreement.
6. Include within its bills any inserts produced and provided by the County.
7. Provide at the request of the Customer, Spanish translations of written communication (packets, billing inserts, website content, etc.) to meet the needs of County SFD, MFD and Commercial Customers.

3.4.2 Contractor Liaison

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

Proposer must include the following in its proposal:

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

3.5 Requirements for Operations, Equipment and Personnel

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

3.5.1 Operations

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

- A. Collection from residential premises shall only occur between the hours of 6:00 a.m. and 6:00 p.m., Monday through Friday and between 7:00 a.m. and 6:00 p.m. Saturday except Holidays; provided that the Parties may otherwise agree with respect to permitted times

on Holidays. Sunday Services shall be provided as necessary to fulfil post-event collection at Special Events held on Sundays.

3.5.2 Equipment

1. Vehicles

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

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

2. Containers

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

3.5.3 Personnel

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

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

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

3.5.4 Local Purchasing Preference

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

3.6 Billing, Customer Service, Record Keeping and Reporting

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

3.6.1 Billing Services

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

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

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

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

3.6.2 Customer Service

Contractor shall always be in compliance with Article 8.6 of the Agreement and with the provisions of the customer Service Plan included in Contractor's Proposal. Contractor shall revise, modify and otherwise update such Plan throughout the term as it deems necessary, or as reasonably requested by the County.

1. Office Location and Hours

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

2. Local Telephone Number and Equipment

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

3. Emergency Telephone Number

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

4. Bilingual/TDD Service

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

5. Website

Contractor shall develop a comprehensive website specific to the County's Service Area which fully explains and effectively promotes the collection service options offered to its customers. The website shall contain the full approved rate schedules as well as any

other information that may be helpful to the County and customers in successfully participating in the recycling program. The website shall also allow customers to submit inquiries, complaints and queries.

6. Service Requests, Compliments, Complaints

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

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

3.6.3 Record Keeping and Reporting

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

3.7 Contractor Implementation Plan

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

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

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

3.8 Alternative Proposals

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

SECTION 4 - RFP POLICIES, CONDITIONS, AND PROCESS

4.1 Rights Reserved by the County

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

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

4.2 General RFP Requirements

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

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

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

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

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

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

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

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

4.3 Code of Conduct

4.3.1 Proposer Code of Conduct

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

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

4.4 Proposal Submittal Process

Proposer shall follow the proposal submittal process as outlined below.

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

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

CM@sloanvazquez.com

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

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

4.4.2 Step Two – Mandatory Pre-Proposal Meeting

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

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

4.4.3 Step Three – Submittal of Written Questions

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

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

4.4.4 Step Four – Proposal Submittal

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

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

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

The package shall be clearly labeled:

PROPOSAL FOR STOREY COUNTY FRANCHISED COLLECTION SERVICES

FROM:

Name of Proposer:

Address:

Contact Person:

Telephone Number:

E-mail:

The proposal may be mailed, or hand delivered to:

LOCATION

ATTN: NAME

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

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

4.4.5 Step Five – Clarification of Proposal Information

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

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

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

4.4.7 Schedule

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

4.5 Limits on Disclosure of Proposals

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

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

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

SECTION 5 - SUBMITTAL REQUIREMENTS

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

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

5.1 Proposal Outline

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

Table 5-1 Proposal Outline

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

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

5.2 Cover Letter

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

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

5.3 Executive Summary

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

5.4 Company Description

5.4.1 Business Structure

Proposer shall include the following in its proposal:

1. Confirm that Proposer is authorized to do business in Nevada.

2. Identify the legal entity that would execute the Agreement. State whether each entity is a sole proprietorship, partnership, corporation, LLC, or joint venture. Describe in detail the relationship of the Proposer to the executing entity. If the Proposer is a joint venture, describe where the entities have collaborated before.
3. State the number of years the entities have been organized and doing business under this legal structure. Proposal must include all the names of company's (and executing entities if different than company's) owners/stockholders with greater than a 10% holding of the company's total assets.
4. Identify other businesses with ownership by principals and/or management.
5. Proposer shall describe all services to be performed by subcontractors and identify each subcontractor by name. Proposer shall describe any current or past working relationship with the subcontractor(s) in the past five years.
6. Proposer shall declare its intent to offer or not offer employment to eligible employees of the current Contractor.

5.4.2 Collection Experience

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

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

5.4.3 Service Initiation Experience

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

1. List ALL service transitions performed for municipal agencies, school districts, and other governmental organizations during the past five (5) years.
2. The name of the jurisdiction where the services were provided, commencement date and term of the agreement.

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

5.4.4 Existing Management and Customer Service Systems

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

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

noise complaints; traffic and sidewalk obstruction during collection; and, safety around collection vehicles during operations.

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

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

5.4.5 Key Personnel

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

5.4.6 Past Performance Record

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

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

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

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

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

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

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

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

5.4.7 Financial Information

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

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

5.5 General Collection Related Submittal Requirements

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

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

Proposer shall include, at a minimum, the following:

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

5.6 Exceptions to RFP and Agreement

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

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

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

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

5.7 Cost Proposal

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

Proposers are to prepare base cost proposals for five (5) year and ten (10) year contract terms as requested in Section 5.7.1 solely on the program specifications set forth in the RFP documents without considering any exceptions or alternatives.

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

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

5.7.1 Base Cost Proposal

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

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

5.7.2 Alternative Cost Proposals

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

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

5.8 Other Proposal Forms

5.8.1 Proposer Code of Conduct

Each Proposer shall complete and submit the Proposer Code of Conduct Affidavit (Attachment 2). The Proposer Code of Conduct Affidavit shall be signed by the designated representative

authorized to bind the proposing company and shall be submitted at the Pre-Proposal Meeting. Proposers may email a PDF version of the signed document to the email address provided in Section 4.4.1 to meet the deadline and concurrently mail the original, signed Code of Conduct to the address provided in Section 4.4.4.

5.9 Additional Information

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

SECTION 6 - PROPOSAL EVALUATION PROCESS

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

6.1 Proposal Evaluation Process

6.1.1 Evaluation and Selection Process

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

6.1.2 Evaluation Tasks

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

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

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

6.2 Evaluation Criteria

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

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

Table 6-1 Evaluation Criteria and Weighting

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

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

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

6.2.1 Responsiveness (Pass/Fail)

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

6.2.2 Company Experience

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

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

6.2.3 Company Financial Ability

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

6.2.4 Service Approach

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

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

6.2.5 Cost Proposal

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

6.2.6 References

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

6.2.6 Number and Materiality of Suggested Changes to Agreement

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

6.2.7 Alternative Technical Proposals

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

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

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

Attachment 2: Proposer Code of Conduct

PROPOSER CODE OF CONDUCT

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

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

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

The Proposer Code of Conduct is presented below:

1. Ex Parte Communications Prohibited

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

2. Gift and Compensation Prohibited

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

3. Collusive Activities Prohibited

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

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

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

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

4. Submission of Code of Conduct

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

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

SIGNED BY: _____

TITLE: _____

Subscribed and sworn to before me on this ____ day of _____, 2023 at _____.

Notary Public My Commission expires:

Attachment 3: List of County Facilities

List of County Facilities and Public Receptacle Locations

<u>Description</u>	<u>Address</u>	<u>Containers</u>
--------------------	----------------	-------------------

Description

Address

Containers

Currently no service at the following locations; County may add service at these or future sites at a later date:

Attachment 4: Demographic Summary

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

Storey County

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

According to the U.S. Census Bureau, the county has a total area of 264 square miles (680 km²), of which 263 square miles (680 km²) are land and 0.7 sq mi (1.8 km²) (0.3%) is covered by water. Its county seat is Virginia City.

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

Population and Housing Data¹

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

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

¹ Source: US Census Bureau Profile of General Population and Housing Characteristics: 2010

² US Census 2020 estimate is 4,104

Attachment 5: Service Data

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

Current Residential Curbside Customers: 1501

2022 Annual Tonnage/Yardage

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

Current Commercial Cart/Bin/Compactor Solid Waste Service:

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

Attachment 5 (Cont.): Service Data

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

Attachment 6: Current Rates

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

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

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

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

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

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

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

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

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

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

Transfer Station Fees - Virginia City Transfer Station

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

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

Attachment 7: Cost Proposal Forms

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

STOREY COUNTY, NEVADA
DRAFT SOLID WASTE FRANCHISE AGREEMENT

Executed Between Storey County, Nevada

and

This _____ day of Month, 20__

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

RECITALS

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

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

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

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

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

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

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

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

ARTICLE 1: DEFINITIONS

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

1.1 AFFILIATE

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

1.2 AGREEMENT

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

1.3 AGREEMENT YEAR

“Agreement Year” means each twelve (12) month period from Month/Day to Month/Day, beginning Month/Day/Year.

1.4 APPLICABLE LAW

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

1.5 APPROVED DISPOSAL FACILITY

“Approved Disposal Facility” means the _____ or such other disposal facility directed by the County, which is fully permitted and in compliance with all applicable federal, state and local laws and regulations adopted thereto governing such disposal.

1.6 APPROVED FACILITY

“Approved Facility” means any one of or any combination of the: Approved Disposal Facility; Approved Recyclable Materials Processing Facility; and/or Approved Transfer Station.

1.7 APPROVED RECYCLABLE MATERIALS PROCESSING FACILITY

“Approved Recyclable Materials Processing Facility” means the _____ located in _____, Nevada.

1.8 BIN

“Bin” means a metal or plastic Container, with a capacity of one (1) cubic yard up to, and including, eight (8) cubic yards, designed or intended to be mechanically dumped into a loader packer type truck that is approved for such purpose by the County. Bins may also include Compactors that are owned by the Multi-Family Dwelling (MFD) or Commercial Service Unit wherein the MFD or Commercial Collection Service occurs.

1.9 BIOHAZARDOUS OR BIOMEDICAL WASTE

“Biohazardous” or “Biomedical Waste” means Discarded Materials which are likely to be infectious, pathological or biohazardous, originating from residences, hospitals, public or private medical clinics, departments of research laboratories, pharmaceutical industries, blood banks, forensic medical departments, mortuaries, veterinary facilities and other similar facilities, including, without limitation, equipment, instruments, utensils, fomites, laboratory wastes, including, without limitation, pathological specimens and fomites attendant thereto, surgical facilities, equipment, bedding and utensils, including, without limitation, pathological specimens and disposal fomites attendant thereto, sharps , including without limitation, hypodermic needles, and syringes, dialysis unit waste, chemotherapeutic waste, animal carcasses, offal and body parts, biological materials, including, without limitation, vaccines and medicines, and other similar materials, but excluding any such Discarded Materials which are reasonably determined by the Contractor to be noninfectious, non-pathological and non-biohazardous.

1.10 BOARD

“Board” means the Storey County Board of Supervisors.

1.11 BULKY ITEM

“Bulky Item” means discarded appliances, furniture, tires, carpets, mattresses, and similar large items that require special Collection due to their size or nature but can be Collected without the assistance of special loading equipment such as forklifts or cranes and without violating vehicle load limits. Up to a total of six (6) 35-gallon or smaller bags, small boxes and/or bundles of Solid Waste, none of which may be greater than 3’ x 3’ x 3’ or weigh more than 50 pounds, constitute a single Bulky Item.

1.12 BULKY ITEM COLLECTION SERVICE

“Bulky Item Collection Service” means the periodic on-call Collection of Bulky Items by the Contractor in the Service Area and the delivery of those Bulky Items to the Approved Facility.

1.13 BUSINESS DAYS

“Business Days” mean days during which the County’s offices are normally open to do business with the public.

1.14 CART

“Cart” means a heavy plastic receptacle and a rated capacity of at least thirty-two (32) gallons and not more than ninety-six (96) gallons, having a hinged, tight-fitting lid and wheels, that is approved by the Contract Administrator for use by Service Recipients for Collection Services under this Agreement.

1.15 CHANGE IN LAW

“Change in Law” means the following events or conditions that may have a material and adverse effect on the performance by the Parties of their respective obligations under this Agreement:

- a. The enactment, adoption, promulgation, issuance, modification, or written change in administrative or judicial interpretation of any Applicable Law on or after the Effective Date; or,
- b. The order or judgment of any governmental body, on or after the Effective Date, to the extent such order or judgment is not the result of willful or negligent action, error or omission or lack of reasonable diligence of the County or of the Contractor, whichever is asserting the occurrence of a Change in Law; provided, however, that the contesting in good faith or the failure in good faith to contest any such order or judgment shall not constitute or be construed as such a willful or negligent action, error or omission or lack of reasonable diligence.

1.16 COUNTY

“County” means either the area within the corporate boundaries of Storey County or the legal entity organized as a consolidated municipality, depending on the context.

1.17 COUNTY SERVICE UNIT

“County Service Unit” means those County properties or County locations which the Contract Administrator requests that the Contractor provide services as provided in this Agreement.

1.18 COUNTY WASTE

“County Waste” means Solid Waste, Recyclable Materials, and Bulky Items generated at a County Service Unit.

1.19 COLLECT, COLLECTED, COLLECTION

“Collect,” “Collected” or “Collection” means the act of the Contractor taking physical possession of, and removing Discarded Materials, whether by manual, semi-automated or automated means, and transporting such materials to the Approved Facility, pursuant to this Agreement.

1.20 COMMERCIAL SERVICE WORK DAY

“Commercial Service Work Day” means any day Monday through Saturday.

1.21 COMMENCEMENT DATE

“Commencement Date” means the date specified in Article 3.1 when the Contractor is to begin providing Collection and related services required by this Agreement.

1.22 COMMERCIAL, COMMERCIAL SERVICE UNIT

“Commercial” or “Commercial Service Unit” means all retail, professional, office, wholesale and industrial facilities, and/or other Commercial enterprises offering goods or services to the public, excluding businesses conducted upon any Residential Property; organizations; and agencies other than County agencies.

1.23 COMMERCIAL WASTE

“Commercial Waste” means Solid Waste, Recyclable Materials, and Bulky Items generated at a Commercial Service Unit.

1.24 COMPACTOR, COMPACTION

“Compactor,” or “Compaction” means a mechanical apparatus that compresses materials, the Container that holds the compressed materials, and/or the process of compressing materials or holding compressed materials. Compactors include Bin Compactors of any size serviced by front-loading Collection vehicles and Compactors of any size serviced by Roll-Off Box Collection vehicles.

1.25 CONSTRUCTION AND DEMOLITION DEBRIS (C&D)

“Construction and Demolition Debris” or “C&D” mean materials resulting from construction, renovation, remodeling, repair, or demolition operations relating to or resulting from a building, structure, pavement or other improvement, including, without limitation, concrete, brick, bituminous concrete, rubble, wood and masonry, composition roofing and roofing paper, steel, and other metals such as copper. “Construction and Demolition Debris” or “C&D” also includes, without limitation, rocks, soils, tree remains and other Green Waste which results from land clearing or land development operations in preparation for construction.

1.26 CONTAINERS

“Containers” mean Bins, Carts, Compactors, and Roll-Off Boxes.

1.27 CONTRACTOR

“Contractor” means _____

1.28 CONTRACT ADMINISTRATOR

“Contract Administrator” means the Operations Manager, or any subsequent Person, or his or her designee, designated by the County to administer and monitor the provisions of this Agreement.

1.29 CONTRACTOR COMPENSATION

“Contractor Compensation” means the monetary compensation received by the Contractor in return for providing services in accordance with this Agreement as described in Article 10.

1.30 CONTRACTOR’S PROPOSAL

“Contractor’s Proposal” means the proposal submitted to the County by the Contractor on DATE for the provision of Solid Waste Collection and Transfer Station Management services and certain supplemental written materials.

1.31 CUSTOMER

“Customer” means the Person to whom the Contractor submits its billing invoice and collects payment from for Collection services provided to a Premises. The Customer is not necessarily the owner of the Premises and may be either the Person who occupies the Premises or the owner of the Premises.

1.32 DAY

“Day” means calendar day unless otherwise specified in this Agreement.

1.33 DISPOSAL

“Disposal” or “Disposed” mean the ultimate disposition of unprocessed Solid Waste intended for Disposal, and Residue.

1.34 DISPOSAL FACILITY

“Disposal Facility” means the Storey County landfill.

1.35 DWELLING UNIT

“Dwelling Unit” means any individual living unit in a Single-Family Dwelling (SFD) or Multi-Family Dwelling (MFD) structure or building intended for, or capable of being utilized for, residential living other than a hotel or motel.

1.36 EFFECTIVE DATE

“Effective Date” means the date on which the last of the Parties signs this Agreement.

1.37 ELECTRONIC WASTE, E-WASTE

“Electronic waste” or “E-Waste” means discarded electronic equipment including, without limitation, televisions, computer monitors, central processing units (CPUs), laptop computers, computer peripherals, external hard drives, keyboards, scanners, and mice, printers, copiers, facsimile machines, radios, stereos, stereo speakers, VCRs, DVDs, camcorders, microwaves, telephones, cellular telephones, and other electronic devices.

1.38 ENVIRONMENTAL LAWS

“Environmental Laws” means all local, state and federal laws and regulations adopted pursuant thereto, including, without limitation, county and County ordinances concerning public health, safety and the environment as currently

in force or as hereafter amended.

1.39 EXEMPT WASTE

“Exempt Waste” means Hazardous Substances, Hazardous Waste, Biohazardous or Biomedical Waste, volatile, corrosive, biomedical, infectious, and toxic substances or material, waste that the Contractor reasonably believes would, as a result of or upon Disposal or receipt at the applicable facility, be a violation of local, state and federal laws and regulations adopted pursuant thereto, including, without limitation, ordinances and land use restrictions or conditions.

1.40 GENERATOR

“Generator” means any Person whose act or process produces Discarded Materials, or whose act first causes any of these items to become subject to regulation.

1.41 GREEN WASTE

“Green Waste” means any vegetative matter resulting from normal yard and landscaping maintenance that is not more than three (3) feet in its longest dimension or six (6) inches in diameter which has been source separated by the Customer and set out for Green Waste Collection which except for such Source Separation and set out would have been processed or disposed of as Solid Waste. Green Waste includes plant debris, such as palm, yucca and cactus, ivy, grass clippings, leaves, pruning, weeds, branches, brush, holiday trees (without stands, flocking or ornamentation), and other forms of vegetative waste and must be generated by and at the Service Unit wherein the Green Waste is Collected. Green Waste does not include items herein defined as Exempt Waste.

1.42 GROSS BILLINGS

“Gross Billings” means total amount invoiced to Customers by the Contractor for the provision of services pursuant to this Agreement, without any deductions. Gross Billings do not include revenues from the sale of Recyclable Materials.

1.43 HAZARDOUS SUBSTANCE

“Hazardous Substance” means any of the following: (a) any substances defined, regulated or listed (directly or by reference) as “Hazardous Substances” or hazardous material, Hazardous Waste, toxic waste, pollutant or toxic substances or similarly identified as hazardous to human health or the environment as defined by or pursuant to any related local, state or federal laws and regulations adopted pursuant thereto, currently existing or hereafter enacted; and, (b) any other hazardous or toxic substance, material, chemical, waste or pollutant identified as hazardous or toxic or regulated under any other Applicable Law currently existing or hereinafter enacted, including, without limitation, friable asbestos, polychlorinated biphenyl’s (PCBs), petroleum, natural gas, and synthetic fuel products, and by-products.

1.44 HAZARDOUS WASTE

“Hazardous Waste” means all substances defined as Hazardous Waste, has the meaning ascribed to it in [NRS 459.430](#), as may be amended, and any regulations adopted pursuant thereto, or identified and listed as Hazardous Waste by the U.S. Environmental Protection Agency (EPA), pursuant to the Federal Resource Conservation and

Recovery Act regulations in Title 40 parts 239 through 282, all future amendments thereto, and all rules and regulations promulgated thereunder.

1.45 HOLIDAYS

“Holidays” means any Holidays observed by the County and/or State.

1.46 HOME GENERATED SHARPS

“Home-generated Sharps” means hypodermic needles, pen needles, intravenous needles, lancets and other devices that are used to penetrate the skin for the delivery of medications derived from a Residential Property.

1.47 HOUSEHOLD BATTERIES

“Household Batteries” means disposable or rechargeable dry cells such as those referred to as A, AA, AAA, B, C, D, 9-volt, button type or those from laptop computers or cell phones, and commonly used as power sources for consumer electronics devices, including but not limited to zinc oxide, nickel metal hydride, alkaline, mercury, silver oxide, lithium, lithium ion and carbon zinc, but excluding automotive lead acid batteries.

1.48 HOUSEHOLD HAZARDOUS WASTE (HHW)

“Household Hazardous Waste” or “HHW” means Hazardous Waste generated at an SFD or MFD Residential Property within the County. HHW includes, without limitation: paint, stain, varnish, thinner, adhesives, auto products such as old fuel, batteries, Household Batteries, fluorescent bulbs, tubes, cleaners and sprays, and pesticides, fertilizers, and other garden products.

1.49 LIQUIDATED DAMAGES

“Liquidated Damages” means the amounts due by the Contractor for failure to meet specific quantifiable standards of performance as described in Article 12.6.

1.50 MATERIALS RECOVERY FACILITY (MRF)

“Materials Recovery Facility” or “MRF” means the designated Transfer Station(s) or any other Approved Facility, selected by the Contractor and approved by the County, or specifically designated by the County, designed, operated, and legally permitted for the purpose of receiving, sorting, processing, storing, or preparing Recyclable Materials.

1.51 MULTI-FAMILY, MULTI-FAMILY DWELLING (MFD), MULTI-FAMILY SERVICE UNIT

“Multi-Family,” “Multi-Family Dwelling,” “MFD,” or “Multi-Family Service Unit” means any Residential Premises, other than a Single-Family Premises, with three (3) or more Dwelling Units used for Residential purposes, regardless of whether residence therein is temporary or permanent, that receive centralized Collection service for all units on the Premises which are billed to one (1) Customer at one (1) address. MFD shall be deemed a Commercial service unit for the purposes of this Agreement.

1.52 NON-COLLECTION NOTICE

“Non-Collection Notice” means a form, as approved in advance by the County, used to notify a Service Recipient of the reason for the non-collection of materials set out by the Service Recipient for Collection by the Contractor pursuant to this Agreement.

1.53 PARTY, PARTIES

“Party” or “Parties” refers to the County and the Contractor, individually or together, as applicable.

1.54 PERMITTED / LICENSED RECYCLING CONTRACTOR

“Permitted / Licensed Recycling Contractor ” means a contractor approved to provide recycling services, outside the Franchise Agreement, to residential or commercial customers collecting separated Recyclable Materials free-of-charge or compensating the customer for the recyclable material. Under the County’s business licensing regulations, the recycling contractor must, upon request from the County, provide copies of Purchase Orders, receipts, and/or payments to the generator for the recyclable material.

OR

“Permitted / Licensed Recycling Contractor ” means a contractor approved to provide recycling services on the **Approved List of Recyclable Materials (Exhibit 5)**, outside the Franchise Agreement, to residential or commercial customers collecting separated Recyclable Materials free-of-charge or compensating the customer for the recyclable materials.

1.55 PERSON

“Person” means any individual, firm, association, organization, partnership, corporation, trust, joint venture, or public entity.

1.56 PREMISES

“Premises” means any land or building in the Service Area where Solid Waste, Recyclable Materials, and other program materials are generated or accumulated.

1.57 PROCESSING

“Processing” means to sort, separate, prepare, treat, bale or otherwise package, cure, or to take other steps necessary to re-use materials at the Approved Facilities, or to remanufacture, reconstitute, and or create new products from Discarded Materials. Processing includes reuse and Recycling.

1.58 RATE YEAR

“Rate Year” means a 12-month period, beginning with the Commencement Date and concluding twelve (12) months later, for which the Contractor’s Compensation is calculated.

1.59 RECYCLABLE MATERIALS

“Recyclable Materials” has the meaning ascribed to it in [NRS 444A.013](#) and means solid waste that can be processed and returned to the economic mainstream in the form of raw materials or products, as determined by the State Environmental Commission. For purposes of this Agreement, Recyclable Materials are set forth in Exhibit 5 attached hereto, and expressly incorporated herein by reference.

1.60 RECYCLE, RECYCLING

“Recycle” or “Recycling” means the process of collecting, sorting, cleansing, treating and reconstituting materials that would otherwise be disposed of in a landfill, and returning them to the economic mainstream in the form of raw material for new, reused, or reconstituted products which meet the quality standards necessary to be used in the marketplace.

1.61 RECYCLING DROP-OFF SITE

“Recycling Drop-Off Site” refers to the Contractor operated Recycling Drop-Off Site at the Storey County Sanitary Landfill, 3600 Flint Drive, Storey County, Nevada, and other locations as designated by the County.

1.62 RESIDENTIAL, RESIDENTIAL PROPERTY

“Residential,” or “Residential Property” means on, of or pertaining to property used for residential purposes, irrespective of whether such Dwelling Units are rental units or owner-occupied, or whether Commercial activities are conducted thereon or therefrom, provided that such Commercial activities are permitted under applicable zoning regulations and do not consist of the primary use of the property. For the purposes of this Agreement, each apartment, flat, or dwelling unit of a duplex, triplex, 4-unit or less apartment house, or 4-unit or less condominium complex shall be considered as a separate dwelling, unless the managers or residents of such a complex arrange for centralized disposal which shall be treated as a Commercial Entity.

1.63 RESIDENTIAL SERVICE WORK DAY

“Residential Service Work Day” means any day Monday through Friday.

1.64 RESIDUE

“Residue” means unrecoverable materials remaining after Processing Discarded Materials for which there are no other options for viable use and which therefore must be disposed of in a landfill.

1.65 REUSABLE MATERIALS

“Reusable Materials” means items that are capable of being used again after minimal Processing. Reusable Materials may be Collected Source Separated or recovered through a Processing Facility.

1.66 ROLL-OFF BOX

“Roll-Off Box” mean open-top Containers with a typical capacity of eight (8) to forty (40) cubic yards that are serviced by a roll-off Collection vehicle.

1.67 SERVICE AREA

“Service Area” means that area within the limits of Storey County, Nevada.

1.68 SERVICE LEVEL

“Service Level” means the size of a Customer’s Container and the frequency of Collection service.

1.69 SERVICE RECIPIENT

“Service Recipient” means an individual, agency, organization or company receiving Collection Service pursuant to this Agreement.

1.70 SINGLE-FAMILY, SINGLE-FAMILY DWELLING (SFD), SINGLE-FAMILY SERVICE UNIT

“Single-Family,” “Single-Family Dwelling,” “SFD,” or “Single-Family Service Unit” means, notwithstanding any contrary definition as set forth in Nevada Revised Statutes, Nevada Administrative Code or the Storey County Municipal Code, any detached or attached house or residence designed or used for occupancy by one (1) family, provided that Collection service feasibly can be provided to such Premises as an independent unit, and the owner or occupant of such independent unit is billed directly for the Collection service. “Single-Family,” “Single-Family Dwelling,” “SFD,” or “Single-Family Service Unit” includes Residential units of a duplex Residential structure provided that the owner or Occupant of each unit is separately billed for its specific Service Level.

1.71 SOLID WASTE

“Solid Waste” has the meaning ascribed to it in [NRS 444.490](#) which definition includes all putrescible and non-putrescible refuse in solid or semisolid form, including, but not limited to, garbage, rubbish, junk vehicles, ashes or incinerator residue, street refuse, dead animals, demolition waste, construction waste, solid or semisolid commercial and industrial waste. The term does not include: (a) “hazardous” waste as that term is defined by [NRS 459.400](#) to [459.600](#), inclusive or (b) a vehicle described in subparagraph (2) of paragraph (b) of subsection 1 of [NRS 444.620](#).

1.72 SOURCE SEPARATED, SOURCE SEPARATION

“Source Separated” or “Source Separation” means the segregation from Solid Waste, by the Generator, of materials designated for separate Collection for some form of Recycling, recovery, or reuse.

1.73 SPECIAL EVENT COLLECTION SERVICE

“Special Event Collection Service” means the Collection of Solid Waste and Recyclable Materials as appropriate at County-sponsored special events.

1.74 STATE

“State” means the State of Nevada.

1.75 SUBCONTRACTOR

“Subcontractor” means any party who has entered into a contract, express or implied, with the Contractor for the performance of an act that is necessary for the Contractor’s fulfillment of its obligations for providing service under this Agreement. Vendors providing materials and supplies to the Contractor shall not be considered Subcontractors.

1.76 TERM

“Term” means the period of this Agreement, including extension periods if granted, as provided for in Article 3.

1.77 TRANSFER STATION

“Transfer Station” means a facility, selected by the Contractor and approved by the County, or specifically designated by the County, designed, operated and legally permitted for the purpose of receiving and transferring Solid Waste, Recyclable Materials and Bulky Items.

1.78 UNIVERSAL WASTE

“Universal Waste” means wastes, including, without limitation, Household Batteries, fluorescent light bulbs, and mercury switches.

1.79 WHITE GOODS

“White Goods” means discarded refrigerators, ranges, water heaters, freezers, and other similar household appliances.

ARTICLE 2: REPRESENTATIONS AND WARRANTIES

The Parties, by acceptance of this Agreement, represent and warrant the conditions presented in this Article.

2.1 CONTRACTOR’S CORPORATE STATUS

The Contractor is a corporation duly organized, validly existing and in good standing under the laws of Nevada. It is qualified to transact business in Nevada and has the power to own its properties and to carry on its business as now owned and operated and as required by this Agreement.

2.2 CONTRACTOR’S CORPORATE AUTHORIZATION

Each signatory of this Agreement represents and warrants that he or she has the full legal authority to execute and deliver the same on behalf of the Party for which the signatory is acting.

2.3 AGREEMENT WILL NOT CAUSE BREACH

To the best of the Contractor's and the County's knowledge after reasonable investigation, the execution or delivery of this Agreement or the performance by either Party of their respective obligations hereunder does not conflict with, violate, or result in a breach: (i) of any Applicable Law; or (ii) any term or condition of any judgment, order, or decree of any court, administrative agency or other governmental authority, or any agreement or instrument to which the Contractor or any other local governmental entity is a party or by which the Contractor or any of its properties or assets are bound, or constitutes a default hereunder.

2.4 NO LITIGATION

To the best of the Contractor's knowledge after reasonable investigation, there is no action, suit, proceeding or investigation, at law or in equity, before or by any court or governmental authority, commission, board, agency or instrumentality decided, pending or threatened against any party wherein an unfavorable decision, ruling or finding, in any single case or in the aggregate, would:

- Materially adversely affect the performance by the Contractor of its obligations hereunder;
- Adversely affect the validity or enforceability of this Agreement; or,
- Have a material adverse effect on the financial condition of the Contractor, or any surety or entity guaranteeing the Contractor's performance under this Agreement.

2.5 NO ADVERSE JUDICIAL DECISIONS

To the best of the Contractor's and the County's knowledge after reasonable investigation, there is no judicial decision that would prohibit this Agreement or subject this Agreement to legal challenge.

2.6 NO LEGAL PROHIBITION

To the best of each Party's knowledge, after reasonable investigation, there is no Applicable Law in effect on the date that Party signed this Agreement that would prohibit the performance of their respective obligations under this Agreement and the transactions contemplated hereby.

2.7 CONTRACTOR'S ABILITY TO PERFORM

The Contractor warrants and guarantees that it possesses the business, professional, and technical expertise to perform all services, obligations, and duties as described in and required by this Agreement, including all Exhibits thereto. The Contractor possesses the ability to secure equipment, facility, and employee resources required to perform its obligations under this Agreement.

2.8 CONTRACTOR'S INVESTIGATION

The Contractor has made an independent investigation and analysis, the results of which are satisfactory to the Contractor, of the conditions and circumstances surrounding this Agreement, its content and preparation, and the work to be performed by the Contractor under this Agreement. This Agreement accurately and fairly represents the intentions of the Contractor, and the Contractor enters into this Agreement on the basis of that independent investigation and analysis.

2.9 STATEMENTS AND INFORMATION IN CONTRACTOR'S PROPOSAL

The Contractor's Proposal and supplementary information submitted by the Contractor for the work to be performed by the Contractor under this Agreement do not contain any untrue statement of a material fact nor omit any material facts relevant to the ability of the Contractor to perform the work under this Agreement.

ARTICLE 3: TERM OF AGREEMENT

3.1 INITIAL TERM

The Term of this Agreement shall be for a period of x (x) years beginning DATE and terminating on DATE, unless sooner terminated in accordance with the terms provided herein.

3.2 EXTENSION OF INITIAL TERM

On or before DATE the Board may approve an offer to the Contractor in writing for a five (5) year extension of this Agreement for the period DATE through DATE. Provision of such offer shall be at the sole discretion of the Board. The Contractor shall provide written notice to the County as to whether the Contractor accepts or rejects the County's offer within twenty (20) Work Days of the date of the offer. If the Contractor fails to provide such notice to the County within said twenty (20) Work Days, the County's offer shall be deemed withdrawn and the County shall have no obligation to extend the Term of this Agreement beyond DATE. If the Term of this Agreement is extended, the Maximum Service Rate provisions of Article 10 shall not be subject to negotiation. However, Maximum Service Rates shall be adjusted annually throughout the extended Term as provided in Article 10.

3.3 OTHER PROVISIONS

The County may, at the end of the initial Term or optional extended Terms, as appropriate and at the sole discretion of the Board, either renegotiate the terms and conditions of this Agreement with the current Contractor or request proposals from qualified contractors to provide Collection Services.

ARTICLE 4: GRANT AND ACCEPTANCE OF EXCLUSIVE AGREEMENT

4.1 GRANT AND ACCEPTANCE OF EXCLUSIVE AGREEMENT

Except as otherwise provided in this Agreement, the Contractor is hereby granted and the Contractor hereby accepts the exclusive right to provide Collection Services within the Service Area. Only services expressly identified herein shall be exclusive to the Contractor. The term "exclusive" as used herein means that the County has exercised its authority under [NRS 268.081\(3\)](#) & [NRS 244.187\(3\)](#) to displace and limit all competition to provide adequate, economical and efficient services to the inhabitants of Storey County

and to promote the general welfare of those inhabitants, so that the Contractor shall be the sole provider of Collection Services, including transport, Disposal, and Recycling services for Solid Waste and Recyclable Materials under this Agreement and under the Storey County Municipal Code of Ordinances.

4.2 LIMITATIONS TO THE SCOPE OF EXCLUSIVE AGREEMENT

The following services and materials shall be excluded from the scope of this Agreement:

- A. **Construction and Demolition (C&D) Debris.** C&D Debris collected by demolition and/or construction contractors that supply turnkey services, hauling construction site and demolition waste using company-owned bins, boxes and trucks (e.g. dump-trucks, end-dump trailers, roll-off trucks, and other collection methods) to a permitted landfill or recycling processor;
- B. **Recyclable Materials.** Recyclable Materials that are Source Separated from Solid Waste by Residual or Commercial Customers and collected by a Permitted / Licensed Recycling Contractor at no cost to the generator.

OR

Recyclable Materials. Recyclable Materials that are Sourced Separated from Solid Waste by Residual or Commercial Customers and collected by a Permitted / Licensed Recycling Contractor at no cost to the generator. Recyclable Materials shall on the Storey County Approved List of Recyclable Materials (Exhibit 5). Whenever any item that is not on the List of Recyclable Materials is in the recycling collection cart, bin, or container (dumpster), the Service Recipient may, at the County's discretion, be disqualified from participation in the recycling program.

Under the County's business licensing regulations, the recycling contractor must, upon request from the County, provide copies of Purchase Orders, receipts, and/or payments to the generator for the recyclable material.

- C. **Self-Hauled Materials.** Solid Waste, Recyclable Materials, and Bulky Items, which is removed from any SFD Service Unit, MFD Service Unit, Commercial Service Unit, or County Service Unit, and which is transported personally by the owner or occupant of such Premises (or by his or her full-time employees) to a Recycling, Processing or Disposal Facility;
- D. **Source Separated Materials.** Recyclable Materials or Bulky Items which are Source Separated at any Premises by the waste Generator and donated to youth, civic or charitable organizations;
- E. **Materials Removed by Customer's Contractor as Incidental Part of Services.** Solid Waste, Recyclable Materials and/or Bulky Items removed from a Premise by a company (e.g., gardener, landscaper, tree-trimming service, construction contractor, Residential clean-out service) as an incidental part of the service being performed by the company where the company uses its own Fixed Body Vehicle and employees for the Collection and transportation of such materials;
- F. **Source Separated White Goods, Bulky Items, etc.** Removal and transportation of White Goods, Bulky Items or other material as part of the services of providing a replacement item when such removal and transportation is provided by the vendor who sold the replacement item;

- G. Hazardous Waste.** Hazardous Waste regardless of its source; and,
- H. Contractor Requested Solid Waste.** SFD Waste, MFD Waste, Commercial Waste or County Waste that are removed from a Premise by a company through the performance of a service that the Contractor has requested and received written permission from the Contract Administrator not to provide.

4.3 EXCLUDED SERVICES

The Contractor acknowledges and agrees that the County may permit other Persons besides the Contractor to Collect any and all types of materials excluded from the scope of this Agreement as set forth in Article 4 or not otherwise expressly identified herein, without seeking or obtaining approval of the Contractor.

4.4 EXCLUSIVITY

This Agreement is exclusive in nature, and neither the County nor its residents shall make or enter into any other agreement or arrangement for the Collection Services, including collection, transport, removal, disposal, or recycling of SFD, MFD, County or Commercial Solid Waste or Recyclable Materials from within said County boundaries during the term of this Agreement, or of any extension or renewal thereof.

4.5 ENFORCEMENT OF EXCLUSIVITY

All residential premises, commercial and community activities of every kind and description that generate Solid Waste including Recyclable Materials, shall exclusively utilize the Collection Services of the Contractor provided for herein.

In the event the Contractor can produce pictorial evidence or other documentation that other Persons are servicing Collection Containers or are Collecting Solid Waste, Recyclable Materials, or Bulky Items in a manner that is not consistent with this Agreement, the County reasonably shall cooperate with the Contractor in the efforts of the Contractor to enforce its rights under this Agreement, except that the County is under no legal obligation to commence any action or proceeding to enforce any such rights as the result of third-party conduct, and is further not subject to any liability in law or equity for the conduct of any third-party.

4.6 APPLICABLE LAW

This Agreement and scope of this Agreement shall be interpreted to be consistent with Applicable Law, now and during the Term of this Agreement. If future judicial interpretations of current law or new laws, regulations, or judicial interpretations limit the ability of the County to lawfully contract for the scope of services consistent with the manner and consistent with all provisions as specifically set forth herein, the Contractor agrees that the scope of this Agreement will be limited to those services and materials which may be lawfully included herein and that the County shall not be responsible for any lost profits or losses claimed by the Contractor to arise out of limitations to the scope or provisions of this Agreement set forth herein. In such an event, it shall be the responsibility of the Contractor to minimize the financial impact of such future judicial interpretations or new laws and the Contractor may meet and confer with County and

may petition for a rate adjustment pursuant to Article 10.

4.7 OBLIGATIONS OF PARTIES

In addition to the specific performance required under this Agreement, County and the Contractor shall:

- A.** Use their reasonable efforts to enforce the exclusiveness of this Agreement by the Contractor's identification and documentation of violations of this Agreement and the County's notification of Generators and Collection companies reasonably believed to be Collecting or allowing others to Collect Discarded Materials in a manner that is inconsistent with the terms of this Agreement.
- B.** Provide timely notice to one another of a perceived failure to perform any obligations under this Agreement and access to information demonstrating the Party's failure to perform.
- C.** Provide timely access to the Contract Administrator and the Contractor's designated representative and complete and timely responses to requests of the other Party.
- D.** Provide timely notice of matters which may affect either Party's ability to perform under this Agreement.

ARTICLE 5: SCOPE OF COLLECTION SERVICES AND TRANSFER STATION MANAGEMENT

5.1 SUMMARY SCOPE OF SERVICES

The Contractor or its Subcontractor(s) shall be responsible for the following:

- A.** Collecting Solid Waste, Recyclable Materials and other accepted materials generated by and placed for Collection by Customers of the Contractor's services and providing Transfer Station management services pursuant to the requirements of Article 5.
- B.** Transporting Collected materials to the appropriate Approved Facilities pursuant to the requirements of Article 6;
- C.** Performing all other services required by this Agreement including, but not limited to, Customer billing, public education, Customer service, record keeping, and reporting pursuant to Article 8;
- D.** Furnishing all labor, supervision, vehicles, Containers, other equipment, materials, supplies, and all other items and services necessary to perform its obligations under this Agreement;
- E.** Paying all expenses related to provision of services required by this Agreement including, but not limited to, taxes, host fees, business and any other license fees, regulatory fees (including County fees or similar surcharges as applicable), and utilities; paying all expenses related to the operation, permitting, licensing, regulatory fees for all Approved Facilities owned/operated by the Contractor or the Contractor's Affiliate; paying for all expenses related to Changes in Law at Approved Facilities owned/operated by the Contractor or the Contractor's Affiliate; and, paying all expenses related to any construction, any land or

facility improvements, any repair and/or replacement of equipment and all other expected or unforeseen costs associated with all Approved Facilities owned/operated by the Contractor or the Contractor's Affiliate.

- F. Performing or providing all services necessary to fulfill its obligations in full accordance with this Agreement; and,
- G. Complying with all Applicable Laws.

The Contractor shall perform the work and provide the services pursuant to this Agreement in a thorough and professional manner so that the residents and businesses within the Service Area are provided reliable, courteous, and high-quality service at all times. The enumeration and specification of particular aspects of service, labor, or equipment requirements shall not relieve the Contractor of the duty to perform all other tasks and activities necessary to fulfill its obligations under this Agreement, regardless of whether such requirements are enumerated elsewhere in this Agreement, unless excused in accordance with Article 12.7.

The Contractor shall not knowingly deliver materials Collected under this Agreement to facilities that do not comply in all material aspects with Applicable Law. The Contractor, and not the County, must use reasonable efforts to assure that all Disposal, transfer, and Processing facilities to which the Contractor delivers material under this Agreement are properly permitted to receive material Collected under this Agreement, except for any other facility that the County directs the Contractor to use. Failure to comply with this provision may result in the Contractor being in default under this Agreement.

5.2 USE OF APPROVED FACILITIES

The Contractor, without constraint and as a free-market business decision in accepting this Agreement, agrees to use the Approved Facilities for the purposes of Processing and/or Disposing of all Solid Waste, Recyclable Materials, and other materials Collected in the County. Such decision by the Contractor in no way constitutes a restraint of trade. If the Contractor or Affiliate owns and/or operates Approved Facility, all expenses associated with permitting, licensing, regulatory compliance, closure and post-closure, etc. and all other costs associated with the operation and ownership of the Approved Facility is the sole responsibility of the Contractor.

5.3 SUBCONTRACTING

The Contractor shall not engage any Subcontractors for Collection, transportation, or Processing of Solid Waste or Recyclable Materials without the prior written consent of the Contract Administrator. If the Contractor plans to engage other affiliated or related party entities in the provision of services, the Contractor shall provide the Contract Administrator with thirty (30) days written notification of its plans and provide an explanation of any potential impacts related to the quality, timeliness, or cost of providing services under this Agreement. If a Subcontractor is needed in emergency circumstances, the Subcontractor will need to be approved by the County.

5.4 RESPONSIBILITY FOR MATERIALS

Once Solid Waste and Recyclable Materials are placed in the Contractor's Containers and at the Collection location, the responsibility for their proper handling shall transfer directly from the Generator to the Contractor, with the exception of Exempt Waste if the Contractor can identify the Generator. Once Solid Waste and Recyclable Materials are deposited by the Contractor at the appropriate Approved Facility, such materials shall become the responsibility of the owner or operator of the Approved Facility with the exception of Exempt Waste. Responsibility for Exempt Waste that has been inadvertently Collected by the Contractor shall remain with the Contractor if it cannot identify the Generator, and the Contractor shall assume all responsibility for its proper Disposal.

5.5 COUNTY-DIRECTED CHANGES TO SCOPE

Upon request of the County, the County may meet and confer with the Contractor to establish the scope of any additional services or modification to existing services (which may include use of Approved Facilities) to be provided under this Agreement. In such case, the Contractor shall present, within thirty (30) calendar days of the County's request, a written proposal to provide such modified or additional services. The County shall review the Contractor's proposal for the change in scope of services. The County and the Contractor may meet and confer to negotiate the Contractor's proposed revisions and costs and shall amend this Agreement, as appropriate, upon Board approval, to reflect the mutually agreed-upon changes in scope.

5.6 SINGLE-FAMILY DWELLING COLLECTION SERVICES

These services shall be governed by the following terms and conditions:

- A. Conditions of Service.** Subject to the limitations set forth in Article 4, the Contractor shall provide SFD Collection Service to all SFD Service Units in the Service Area whose Solid Waste is properly containerized in Carts, except as set forth in Articles 5.6.B-D where the Solid Waste Carts have been placed within three (3) feet of the curb, swale, paved surface of the public roadway, closest accessible roadway, or other such location agreed to by the Contractor and Service Recipient that will provide safe and efficient accessibility to the Contractor's Collection crew and vehicle.
 - 1. Yard Service and Drive-In Service.** Notwithstanding any term or definition set forth in this Agreement, the Contractor shall offer to service containers on private driveways as a service available at an additional charge. When a customer has requested yard service or drive-in service, the Contractor shall execute a Franchisee liability waiver form regarding any damage caused by Franchisee trucks. Franchisee will ultimately determine if the access is sufficient to safely service the property. If not, the customer will have to bring the container to a location per this Agreement that can be safely serviced by Franchisee. collection.

2. **Frequency and Scheduling of Service.** Except as set forth in Articles 5.6.C-E, SFD Solid Waste Collection Services shall be provided one (1) time per week on a scheduled route basis.
 3. **Non-Collection.** Except as set forth in Articles 5.6.B-E, the Contractor shall not be required to Collect any Solid Waste, Recyclable Material, or Green Waste that is not placed in a Cart where such Cart is placed out for Collection in the manner required herein. In the event of non-collection, the Contractor shall affix to the Cart a Non-Collection Notice explaining why Collection was not made. The Contractor shall maintain a copy of such notices for a period of three (3) years.
- B. Container Placement.** The Contractor shall respond to requests to notify Customers regarding appropriate placement of Containers (out of public view).
- C. Curbside Holiday Tree Collection.** The Contractor shall Collect Holiday Trees, without stands, flocking or ornamentation and in sections no greater than six (6) feet in length, that are set at the curb from all SFD Service Units as part of the Collection Service. The Contractor shall provide this service beginning on the first Residential Service Work Day after December 25th until January 15th.
1. **Contaminated Holiday Trees.** Holiday trees that are flocked or contain tinsel or other decorations may be delivered to the Disposal Facility at the discretion of the Contractor.
- D. Bulky Item Collection Service.** This service will be governed by the following terms and conditions:
1. **Conditions of Service.** The Contractor shall provide Bulky Item Collection Service to all SFD Service Units in the Service Area whose Bulky Items have been placed within three (3) feet of the curb, swale, paved surface of the public roadway, closest accessible roadway, or other such location agreed to by the Contractor and Service Recipient, that will provide safe and efficient accessibility to the Contractor's Collection crew and vehicle. Bulky Items must be generated by the Customer and at the service address wherein the Bulky Items are Collected. In the event a question ever arises as to whether a specific item or category of items meets the definition of Bulky Items, the County shall be responsible to determine whether said definition shall apply. Bulky Items do not include items herein defined as Exempt Waste or Construction and Demolition Debris. The Contractor shall be entitled to charge for Collecting Bulky Items at a rate not exceeding the "Bulky Item Collection" Maximum Service Rate set forth in Exhibit 1, as adjusted under the terms of this Agreement.
 2. **Frequency of Service.** Bulky Item Collection Service shall be provided on the Customer's first SFD Collection Service date following the receipt of the request, with a minimum of 48-hour notice, or as agreed upon between Customer and the Contractor.

- E. SFD Recycling Offer of Service.** SFD Recycling Collection Service. During the Term of this Agreement the Contractor shall offer to provide SFD Recycling Collection Service. Subject to the limitations set forth in Article 4, the Contractor shall offer Recycling Collection Service to all SFD Service Units in the Service Area on a subscription basis at a rate set at 80% of the established solid waste rate for corresponding size and frequency of service and not exceeding the Maximum Service Rate for such service set forth in Exhibit 1. The Contractor shall provide Recycling services to all SFD Service Units requesting such service where such recyclables are properly containerized, and uncontaminated by materials not included in the Recycling program, in Carts, where the Carts are accessible as set forth herein. Subject to the limitations set forth in Article 4, the Contractor shall provide and actively promote SFD Recycling Service to all SFD Service Units in the Service Area requesting such service.
- F. Non-Collection.** The Contractor shall not be required to Collect any cardboard or Recyclable Materials that are not placed in a Bin or Cart Container where such Container is placed out for Collection in the manner required herein. In the event of non-collection, the Contractor shall affix to the Container a Non-Collection Notice explaining why Collection was not made. The Contractor shall maintain a copy of such notices for a period of three (3) years.
- G. Electronic Waste and Universal Waste Collection Service.** This service will be governed by the following terms and conditions:
- 1. Conditions of Service.** The Contractor shall provide Electronic Waste and Universal Waste Collection Service to all SFD Service Units in the Service Area at such location agreed to by the Contractor and Service Recipient, that will provide safe and efficient accessibility to the Contractor's Collection crew and vehicle. Electronic Waste and Universal Waste must be generated by the Customer and at the service address wherein the Items are Collected. In the event a question ever arises as to whether a specific item or category of items meets the definition of Electronic Waste and Universal Waste, the County shall be responsible to determine whether said definition shall apply. The Contractor shall be entitled to charge for Collecting Electronic Waste and Universal Waste at a rate not exceeding the Maximum Service Rate set forth in Exhibit 1, as adjusted under the terms of this Agreement.
 - 2. Frequency of Service.** Electronic Waste and Universal Waste Collection Service shall be provided on the Customer's first SFD Collection Service date following the receipt of the request, with a minimum of 48-hour notice, or as agreed upon between Customer and the Contractor.

5.7 MULTI-FAMILY DWELLING COLLECTION SERVICES

These services shall be governed by the following terms and conditions:

A. Conditions of Service. The Contractor shall provide MFD Solid Waste Collection Service to all MFD Service Units in the Service Area whose Solid Waste is properly containerized in Bins or Carts where the Bins or Carts are accessible as set forth herein. The Contractor shall offer MFD Recycling Collection Service to all MFD Service Units, unless MFD Service Unit uses a service listed under Article 4.2, Limitations to the Scope of Exclusive Agreement.

1. Size and Frequency of Service. This service shall be provided as deemed necessary and as determined between the Contractor and the Customer, but such service shall be received no less than one (1) time per week. Service may be provided by Bin or Cart at the option of the Customer. The size of the Container and the frequency (above the minimum) of Collection shall be determined between the Customer and the Contractor. However, size and frequency shall be sufficient to provide that no MFD Solid Waste need be placed outside the Bin or Cart. The Contractor shall provide Containers at no additional charge as part of the MFD Collection Service however, Customers may provide their own Compactor provided that the Customer is completely responsible for its proper maintenance and that such Compactor shall be of a type that can be serviced by the Contractor's equipment. The Contractor shall not be required to Collect any MFD Solid Waste that is not placed in a Solid Waste Bin or Cart. In the event of non-collection, the Contractor shall contact the Customer to discuss the reason for the non-collection and shall affix to the Solid Waste Bin or Cart a Non-Collection Notice explaining why Collection was not made.

B. MFD Solid Waste Collection Service. This service will be governed by the following additional terms and conditions:

1. MFD Solid Waste Overflow. In the case of overflows of MFD Solid Waste, the Contractor may, at its option, Collect the overflow material. In the event the Contractor elects not to Collect the overflow material, the Contractor shall contact the MFD Service Unit management to inform them of the situation and request that arrangements be made for the Customer's personnel to put the material in the Container. In the event of multiple occurrences of overflow, in which such overflow is creating an undue health and safety concern, the Contractor shall meet with the Customer to arrange for an appropriate change in Solid Waste Bin or Cart size, Collection frequency or both. In the event the Contractor cannot reach an agreement with the Customer regarding the change in service, the Contractor shall provide the additional services the Contractor deems necessary to avoid future overflow or any undue health and safety concern and shall bill the Customer accordingly.

C. **MFD Recycling Offer of Service.** MFD Recycling Collection Service. During the Term of this Agreement the Contractor shall offer to provide MFD Recycling Collection Service. Subject to the limitations set forth in Article 4, the Contractor shall offer Recycling Collection Service to all MFD Service Units in the Service Area on a subscription basis at a rate set at 80% of the established solid waste rate for corresponding size and frequency of service and not exceeding the Maximum Service Rate for such service set forth in Exhibit 1. The Contractor shall provide Recycling services to all MFD Service Units requesting such service where such recyclables are properly containerized, and uncontaminated by materials not included in the Recycling program, in Bins or Carts, where the Bins or Carts are accessible as set forth herein. Subject to the limitations set forth in Article 4, the Contractor shall provide and actively promote MFD Recycling Service to all MFD Service Units in the Service Area requesting such service.

1. **Non-Collection.** The Contractor shall not be required to Collect any cardboard or Recyclable Materials that are not placed in a Bin or Cart Container where such Container is placed out for Collection in the manner required herein. In the event of non-collection, the Contractor shall affix to the Container a Non-Collection Notice explaining why Collection was not made. The Contractor shall maintain a copy of such notices for a period of three (3) years.

D. **Bulky Item, Electronic Waste, Universal Waste and Holiday Tree Collection Service.** The terms of Section 5.6 C, D and E shall apply to MFD Customers.

E. **Accessibility.** The Contractor shall Collect all Bins or Carts that are readily and safely accessible to the Contractor's crew and vehicles and not blocked. However, the Contractor shall provide "push services" as necessary during the provision of MFD Collection Services. Push services shall include, but not be limited to dismounting from the Collection vehicle, moving the Bins or Carts from their storage location for Collection and returning the Bins or Carts to their storage location. The Contractor shall be entitled to charge for "push services" at a rate not exceeding the Maximum Service Rates for such services set forth in Exhibit 1.

5.8 COMMERCIAL COLLECTION SERVICES

These services will be governed by the following terms and conditions: Commercial Waste must be generated by and at the Commercial Service Unit wherein the Commercial Waste is Collected and does not include items defined herein as Exempt Waste.

A. **Conditions of Service.** The Contractor shall provide Commercial Solid Waste Collection Service to all Commercial Service Units in the Service Area whose Solid Waste is properly containerized in Bins, Carts or Compactors, where the Bins, Carts, or Compactors are accessible as set forth herein.

1. **Size and Frequency of Service.** This service shall be provided as deemed necessary and as determined between the Contractor and the Customer, but such service shall be received no less than one (1) time per week. The size of the Container and the frequency (above the minimum) of Collection shall be

determined between the Customer and the Contractor. However, size and frequency shall be sufficient to provide that no Commercial Solid Waste need be placed outside the Containers. The Contractor shall provide Containers at no additional charge as part of the Commercial Collection Service however, Customers may provide their own Compactor provided that the Customer is completely responsible for its proper maintenance and that such Compactor shall be of a type that can be serviced by the Contractor's equipment.

2. **Non-Collection.** The Contractor shall not be required to Collect any Commercial Solid Waste that is not placed in a Solid Waste Container. In the event of non-collection, the Contractor shall contact the Customer to discuss the reason for the non-collection and shall affix to the Container a Non-Collection Notice explaining why Collection was not made.
3. **Commercial Solid Waste Overflow.** In the case of overflows of Commercial Solid Waste, the Contractor may, at its option, Collect the overflow material. In the event the Contractor elects not to Collect the overflow material, the Contractor shall contact the Customer to inform them of the situation and request that arrangements be made for the Customer's personnel to put the material in the Container. In the event of multiple occurrences of overflow, in which such overflow is creating an undue health and safety concern, the Contractor shall meet with the Customer to arrange for an appropriate change in Solid Waste Container size, Collection frequency or both. In the event the Contractor cannot reach an agreement with the Customer regarding the change in service, the Contractor shall provide the additional services the Contractor deems necessary to avoid future overflow or any undue health and safety concern and shall bill the Customer accordingly.

B. Commercial Recycling Offer of Service. Subject to the limitations set forth in Article 4, the Contractor shall offer Recycling services to all Commercial Service Units in the Service Area on a subscription basis at a rate set at 80% of the established solid waste rate for corresponding size and frequency of service and not exceeding the Maximum Service Rate for such service set forth in Exhibit 1. The Contractor shall provide Recycling services to all Commercial Service Units requesting such service where such recyclables are properly containerized, and uncontaminated by materials not included in the Recycling program, in Containers, where the Containers are accessible as set forth herein. Subject to the limitations set forth in Article 4, the Contractor shall provide and actively promote Commercial Recycling Service to all Commercial Service Units in the Service Area requesting such service.

1. **Non-Collection.** The Contractor shall not be required to Collect any cardboard or Recyclable Materials that are not placed in a Container where such Container is placed out for Collection in the manner required herein. In the event of non-collection, the Contractor shall affix to the Container a Non-Collection Notice explaining why Collection was not made. The Contractor shall maintain a copy of such notices for a period of three (3) years.

- C. **Bulky Item Service.** During the Term of this Agreement, the Contractor shall offer to provide Bulky Item Collection Service to Commercial Service Units in the Service Area. The Contractor will be required to separate and Recycle all commodities that can be feasibly recovered. Commercial Generators shall pay a rate not exceeding the Maximum Service Rate for such service set forth in Exhibit 1.
- D. **On-Call Electronic Waste Collection.** During the Term of this Agreement, the Contractor shall offer to provide Electronic Waste Collection Service to Commercial Service Units in the Service Area. The Contractor will be required to separate and Recycle all commodities that can be feasibly recovered. Commercial Generators shall pay a rate not exceeding the Maximum Service Rate for such service set forth in Exhibit 1.
- E. **On-Call Universal Waste Collection.** During the Term of this Agreement, the Contractor shall offer to provide Universal Waste Collection Service to Commercial Service Units in the Service Area. The Contractor will be required to separate and Recycle all commodities that can be feasibly recovered. Commercial Generators shall pay a rate not exceeding the Maximum Service Rate for such service set forth in Exhibit 1.
- F. **Accessibility.** The Contractor shall Collect all Containers that are readily and safely accessible to the Contractor’s crew and vehicles and not blocked. However, the Contractor shall provide “push services” as necessary during the provision of Commercial Collection Services. Push services shall include, but not be limited to dismounting from the Collection vehicle, moving the Bins or Carts from their storage location for Collection and returning the Bins or Carts to their storage location. The Contractor shall be entitled to charge the Customer for “push services” at a rate not exceeding the Maximum Service Rate for such service set forth in Exhibit 1.

5.9 COUNTY COLLECTION SERVICES

These services shall be provided to the County at no charge to the County and will be governed by the following terms and conditions:

- A. **Conditions of Service.** The Contractor shall provide County Solid Waste Collection Service, County Recycling Service, and the County Container Service to all County Service Units where the Containers are accessible as set forth in Article 5.9.C and shown in Exhibit 4 – List of County of Service Locations. This does not include special or additional waste generated by special events, except as described in Article 5.9D or natural disaster or major construction projects and does not include sludge or construction and demolition waste.
- B. **Frequency of Service.** Each service shall be provided at least once every week on a scheduled route basis.
- C. **Accessibility.** The Contractor shall Collect all Containers, that are readily and safely accessible to the Contractor’s crew and vehicles and not blocked. However, the

Contractor shall provide “push services” as necessary during the provision of County Collection Services. Push services shall include, but not be limited to, dismounting from the Collection vehicle, moving the Bins or Carts from their storage location for Collection and returning the Bins or Carts to their storage location.

- D. Bulky Item Service.** During the Term of this Agreement the Contractor shall provide Bulky Item Collection Service to the County Service Units in the County. Bulky Item Collection for the County includes Electronic Waste. The County shall contact Contractor to arrange Collection pursuant to this paragraph.
- E. Community Clean-Up Service.** Each household in the County may access the Transfer Station in Virginia City and/or the Proposer’s facilities, or combination thereof, three (3) times per year to dump at no-cost for each arrival up to three cubic yards of accepted solid waste in this Agreement at any time that the facilities are open for business. In addition to this, each Storey County household will be awarded three (3) vouchers per calendar year for this purpose. By January 1st of each year, Contractor will be provided with 3,500 dump vouchers by the County. As needed and upon written request by the Contractor, County will provide Contractor additional vouchers necessary to meet this section, but there shall not be more vouchers given than three for the number of households in the county. Contractor will establish a process for distribution. New vouchers will be provided for each year of this Agreement, and those vouchers shall only be good for the respective year. County will have the right to reject customer usage at either facility in instances of a clear forgery or use by Commercial customers. In addition to the locations stated herein, households may use their vouchers at the Dayton Transfer Station.
- A. In addition to the provisions above for Community Cleanup Residential Incentive, Storey County residents may drop off acceptable Recyclable Materials at the Virginia City Transfer Station. Additionally, the Contractor may provide other drop-off options as approved by the County. Those recyclables will change from time to time, which will change the types of products that are accepted for recycling and the ability to find a vendor that will recycle all items, i.e. batteries, motor oil, etc.
- F. Special Event Collection Service.** The Contractor, in response to a request from the event organizer at least thirty (30) days in advance, shall provide event boxes with lids featuring designated opening(s) for bottles and cans, wheeled carts, bins, and/or roll-off boxes to collect solid waste and recyclable materials at “no charge” for County-sponsored events that are open to the public and that do not require paid admission or the purchase of a ticket. Signage indicating “Recycling” will be clearly visible on the designated Container. The Contractor will assist the venue and event organizers with developing recycling plans and reporting data. When requested by event organizers, solid waste and recycling collection service will be provided for each venue or event. Additionally, event organizers may request numerous carts to distribute throughout the event for use by patrons. Carts to be made available include standard cardboard event boxes with lids (18x18x34 or comparable), 64 and 96-gallon carts. Bins will be made available in sizes including 2, 3, 4, and 6 cubic yards. Roll-Off Box service will be made available in Container sizes including

10, 20, 30 and 40 cubic yards. Collection frequency will be provided as required by the event organizer.

- G. On-Call Bulky Item Service.** Contractor shall provide on-call collection of illegally dumped Bulky Items as requested by the County. Such items must be accessible by truck, and the timing of collection will occur after consultation with the Contractor. Within 48 hours of notification by the County, the Contractor shall Collect the item(s). The Contractor shall provide a designated contact to the County for notification of illegally dumped items through the County's Connect application.
- H. Inter-Local Agreement with the Community of Lockwood.** The Contractor shall maintain the current Inter-local Agreement between Storey County and the community of Lockwood, whereby the Contractor cooperates with and provides special services for the Lockwood Community, as needed.

5.10 PUBLIC EDUCATION AND OUTREACH

All public education activities will be conducted by the Contractor. The Contractor shall be responsible for ensuring that its customers consistently receive a high level of customer service and responsiveness. The Contractor shall prepare an annual public education plan and meet with the County or the County's representative to review the plan. The County shall have the right to review all promotion materials and implementation of the promotion strategy. A detailed listing of Public Education and Outreach requirements can be found in Article 5.11 of this Agreement.

- A. Contractor Responsibilities.** The Contractor will be required to provide the following services:

 - 1.** Distribute public education and outreach materials during roll-out of the new collection services program. This will entail distributing program literature with delivery of new carts and bins to all customers at inception of the new program.
 - 2.** Public education strategy and development of materials to support roll-out of new collection services.
 - 3.** Develop, produce and distribute an information packet to each new customer throughout the Contract term. The Contractor may attach these packets to the carts and bins upon initial cart and bin distribution at the commencement of the new Agreement and at the point of new customer set-up throughout the term of this Agreement. This packet shall: describe available services, including available recycling and diversion programs; provide instructions for proper use of the carts and bins provided (such as how to place carts or other permitted items for Collection, the types of materials to be placed in each cart); detailed holiday Collection schedules; and, provide billing and customer service telephone numbers. This packet shall contain updated information on how to use Containers, when, where and how to place solid waste for Collection, and who to

contact with service or billing questions, and for bulky item Collection. The packet must also clearly indicate what materials, such as syringes and other Household Hazardous Wastes (HHW), should not be disposed of in these Containers. This brochure must include instructions on County-managed solid waste programs and services such as information on the County's free dump program and HHW program. The informational packet will be updated and re-distributed during years five (5) and ten (10) of this Agreement term, and at year fifteen (15) of the Agreement if the initial term is extended as provided in Article 3.2.

4. Develop, produce and distribute public education and promotional materials to MFD and Commercial accounts at inception of the new program and during the term of this Agreement, including all outreach and education materials necessary to implement any recycling collection programs.
5. Deliver set-out correction notices during the term of this Agreement.
6. Staff a booth at local public events as requested by the County and distribute promotional and educational materials.
7. Include within its bills any inserts produced and provided by the County. Inserts must fit within the Contractor envelopes. County will be responsible for any additional postage resulting from the inserts.

B. Spanish Language. The Contractor shall provide, at the request of the Customer, Spanish translations of written communication (packets, billing inserts, website content, etc.) to meet the needs of County SFD, MFD and Commercial Customers.

C. Coordination with Contract Administrator. The Contractor shall cooperate and coordinate with the Contract Administrator to minimize duplicative, inconsistent, or inappropriately timed education campaigns. The Contractor shall allow the Contract Administrator a reasonable opportunity to review, request modifications to, and approve all public education materials including, but not limited to: print, radio, television, or internet media before publication, distribution, and/or release. The County shall have the right to request that the Contractor include County identification and contact information on public education materials and approval of such requests shall not be unreasonably withheld.

D. Graffiti Abatement. The Contractor shall be responsible for graffiti removal from Containers within 48-hours of notification at no additional charge to the Customer or to the County.

E. Other Services. The Contractor shall provide additional services and programs, such as pilot programs, special studies, etc., as requested by the County at a price to be mutually agreed upon between the Contractor and the Contract Administrator. In the event the Contractor and the Contract Administrator cannot reach a mutually agreed upon price for the requested service or program, the County shall have the right to procure the service of other vendors or contractors to provide the requested service, provided such service

would not have a negative financial impact on Contractor (e.g., reduce revenue or increase costs).

F. Emergency Situations. In the event of a flood, tornado, major storm, earthquake, fire, natural disaster, or other such event, the Contract Administrator shall grant the Contractor a variance from regular routes and schedules. As soon as practicable after such event, the Contractor shall advise the Contract Administrator when it is anticipated that normal routes and schedules can be resumed. The Contract Administrator shall make an effort through the local news media to inform the public when regular services may be resumed.

1. Emergency Service Compensation. The Contractor shall provide emergency services (i.e., special collections, transport, processing and disposal) at the County's request in the event of major accidents, disruptions, or natural calamities. The Contractor shall be capable of providing emergency services within twenty-four (24) hours of notification by the County or as soon thereafter as is reasonably practical in light of the circumstances. Emergency services which exceed the scope of work under this Agreement, and which are not compensated by charges to Customers (in accordance with the Maximum Service Rates provided in Exhibit 1), will be billed by the Contractor to the County in accordance with the Maximum Service Rates on Exhibit 1, and may either be paid by the County or treated as a County-Directed Change as set forth in Article 5.5 of this Agreement.

ARTICLE 6: PROCESSING AND DISPOSAL REQUIREMENTS

6.1 OWNERSHIP OF SOLID WASTE AND RECYCLABLE MATERIALS

The County and the Contractor understand and agree that it is the Contractor, and not the County, who will arrange to Collect Solid Waste and Recyclable Materials that the County has not, and, by this Agreement does not, instruct Contractor on its Collection methods, nor supervise the Collection process; nor do the Parties intend to place title to Solid Waste and Recyclable Materials by the Contractor in the County. Rather, the Parties intend that whatever, if any, title in and to the Solid Waste and Recyclable Materials that is Collected by the Contractor which otherwise might exist in or with the County in the absence of this Agreement is hereby transferred to the Contractor; and further that if the Contractor gains title to such Solid Waste and Recyclable Materials it is by operation of law and agreement with its Service Recipients and is not the result of this Agreement. At no time does the County obtain any right of ownership or possession of Solid Waste and Recyclable Materials placed for Collection, and nothing in this Agreement shall be construed as giving rise to any inference that the County has any such rights. The County and the Contractor agree that, for the purposes of all laws imposing liability for defective products, it is the Contractor, and not the County which is to be considered the merchant of goods Recycled

pursuant to this Agreement. Subject to the provisions of this Agreement, and unless the County exercises its rights to direct the location for Disposal and Processing of Solid Waste and Recyclable Materials the Contractor shall have the right to retain, Recycle, Process, Dispose of, and otherwise use Solid Waste and Recyclable Materials Collected pursuant to the terms hereof in any lawful fashion or for any lawful purpose; and, further, shall have the right to retain any benefit resulting from its right to retain, Recycle, Process, Dispose of, or reuse the Solid Waste and Recyclable Materials which it collects.

6.2 TRANSPORTATION OF DISCARDED MATERIALS

The Contractor shall transport all Discarded Materials Collected to the designated Transfer Station, Materials Recovery Facility, or Disposal Facility. The Contractor agrees to make all reasonable efforts to not commingle Recyclable Materials with Solid Waste intended for landfill disposal. The Contractor shall maintain accurate records of the quantities of Solid Waste and Recyclable Materials transported to the Transfer Station, Materials Recovery Facility, or Disposal Facility and will cooperate with the County in any audits or investigations of such quantities. The Contractor shall cooperate with the operator of any Transfer Station, MRF, or Disposal Facility with regard to operations therein, including, for example, complying with directions from the operator to unload Collection vehicles in designated areas, accommodating to maintenance operations and construction of new facilities, cooperating with its Hazardous Waste exclusion program, and so forth.

6.3 TRANSFER OF DISCARDED MATERIALS

The Contractor may transfer Solid Waste Collected but not sent to a designated Disposal Facility; Recyclable Materials Collected, but not sent to a designated MRF, at the designated Transfer Station. All expenses related to the transfer of Solid Waste will be the sole responsibility of the Contractor. If the Contractor or Affiliate owns and/or operates the Transfer Station, all expenses associated with permitting, regulatory compliance, etc. and all other costs associated with the operation and ownership of the Transfer Station is the sole responsibility of the Contractor.

- A. Status of Transfer Station.** The Approved Transfer Station utilized by the Contractor shall be designed and constructed in accordance with Applicable Laws. Any such Transfer Station shall have been issued all permits from federal, State, regional, county and County agencies necessary for it to operate as a large volume transfer/processing facility and be in full regulatory compliance with all such permits.

6.4 DISPOSAL

The Contractor shall dispose of Solid Waste Collected, but not sent to a designated Transfer Station, MRF or Processing Facility, and Residue at the designated Disposal Facility. All expenses related to the disposal of Solid Waste will be the sole responsibility of the Contractor. If the Contractor or Affiliate owns and/or operates the Disposal Facility, all expenses associated with permitting, regulatory compliance, closure and post-closure, etc. and all other costs associated with the operation and ownership of the Disposal Facility is the sole responsibility of the Contractor.

- A. Status of Disposal Facility.** The Approved Disposal Facility utilized by the Contractor shall have been issued all permits from federal, state, regional, county and County agencies necessary for it to operate and be in full regulatory compliance with all such permits.

6.5 RECYCLABLE MATERIALS PROCESSING SERVICES

The Contractor shall deliver all Collected Recyclable Material to a fully permitted Recyclable Material Processing Facility or a fully permitted Transfer Station. All expenses related to Recyclable Material Processing and marketing will be the sole responsibility of the Contractor. The Contractor shall ensure that all Recyclable Material Collected pursuant to this Agreement is diverted from the landfill. The Contractor shall ensure that the Recyclable Material Collected pursuant to this Agreement is not disposed of in a landfill, except as a Residue resulting from Processing.

- A. Status of Recyclable Material Processing Facility.** The Approved Recyclable Material Processing Facility utilized by the Contractor shall have been issued all permits from federal, state, regional, county and County agencies necessary for it to accept the County's Recyclable Materials, and be in full regulatory compliance with all such permits
- B. Temporary Market Impact Exemption.** The Contractor shall notify the County if the Contractor must temporarily dispose of a Recyclable Material as Residue if a market for the identified Recyclable Material is unavailable due to market conditions outside of the Contractor's control. The notification shall be in writing, identify which Recyclable Material is impacted, provide verifiable documentation, and provide a timeframe for the temporary exemption. The temporary exemption shall not impact Customer Collection services Market or rates.

ARTICLE 7: REQUIREMENTS FOR OPERATIONS, EQUIPMENT AND PERSONNEL

7.1 GENERAL

The Contractor shall at all times comply with Applicable Laws and provide services in a manner that is safe to the public and the Contractor's employees. Except to the extent that a higher performance standard is specified in this Agreement, the Contractor shall perform services in accordance with Solid Waste and Recyclable Materials management practices common to Nevada.

7.2 CONTRACTOR'S OFFICE

The Contractor shall maintain a publicly accessible that provides telephone access to residents and businesses of the County and shall be open during normal business hours, which are currently 8:00 a.m. to 5:00 p.m., Monday through Friday, except for Holidays. Office hours may be adjusted at the discretion of the Contractor only after appropriate notification is provided to all Customers and provided that offices are open for business at least eight (8) hours per day Monday through Friday, except for Holidays. Contractor shall maintain publicly accessible office in northern Nevada, as approved by Storey County.

7.3 SERVICE STANDARDS

The Contractor shall perform all Collection Services under this Agreement in a thorough and professional manner. Except for incidents of Excuse from Performance set forth in Article 12.7 herein, Collection Services described in this Agreement shall be performed regardless of difficulty of Collection.

7.4 COLLECTION ROUTES, OPERATING HOURS AND SCHEDULES

A. Collection Routes. Beginning not less than ninety (90) days prior to commencement of Collection Services, and continuing during the Term of this Agreement, the Contractor shall prepare and maintain maps precisely defining Collection routes, together with the days and the times at which Collection shall regularly commence. Such maps shall be made available to the County for review upon request by the Contract Administrator.

B. Subsequent Collection Route Changes. In the event of a route change which will change the Collection day for an SFD Service Unit, the Contractor shall notify those Service Recipients in writing of the route change not less than thirty (30) days before the proposed date of implementation. The Contractor shall also provide the Contract Administrator with a copy of the service change notification.

C. Hours of Collection.

Unless otherwise authorized by the Contract Administrator, the Contractor's days and hours for the Collection operations shall be as follows:

1. **SFD Collection.** SFD Collection Services shall only occur between the hours of 6:00 a.m. and 6:00 p.m., Monday through Friday, with no regularly scheduled service on Saturday or Sunday. The hours, days, or both of Collection may be temporarily extended due to extraordinary circumstances or conditions.

2. **MFD, Commercial and County Collection.** MFD, Commercial and the County Collection shall only occur between the hours of 5:00 a.m. and 5:00 p.m., Monday through Saturday. Collection Services performed in or near areas zoned for residential use and which disturbs the residents, may be limited upon request of County to the hours of 7:00 a.m. to 6:00 p.m. The hours of Collection may be temporarily extended due to extraordinary circumstances or conditions, or County events held on Sunday.

7.5 COLLECTION STANDARDS

A. Manner of Collection. The Contractor shall provide Collection Service with as little disturbance as possible and shall leave any Cart or Bin in an upright position at the same point it was Collected without obstructing alleys, roadways, driveways, sidewalks or mailboxes.

The Contractor, at the request of Customers, may provide special services including: (i) unlocking Containers; (ii) accessing Container enclosures with a key; or, (iii) pulling or pushing Containers to the Collection vehicle. The Contractor may charge Customers for extra services at the Maximum Approved Rates for such services.

B. Litter Abatement and Spill Prevention. The Contractor shall not litter Premises in the

process of providing Collection Services or while its vehicles are on the road. The Contractor shall transport all materials Collected under the terms of this Agreement in such a manner as to prevent the spilling or blowing of such materials from the Contractor's vehicle. The Contractor shall exercise all reasonable care and diligence in providing Collection Services so as to prevent spilling or dropping of any material and shall immediately, at the time of occurrence, clean up such spilled or dropped materials.

1. The Contractor shall not be responsible for cleaning up unsanitary conditions caused by the carelessness of the Service Recipient; however, the Contractor shall clean up any materials that are spilled or scattered by the Contractor or its employees.
2. Equipment oil, hydraulic fluids, spilled paint, or any other liquid or debris resulting from the Contractor's operations or equipment repair shall be covered immediately with an absorptive material and removed from the street surface. When necessary, the Contractor shall apply a suitable cleaning agent to the street surface to provide adequate cleaning. To facilitate such clean-up, the Contractor's vehicles shall at all times carry sufficient quantities of petroleum absorbent materials along with a broom and shovel. The Contractor shall not be responsible for removing any stain that may remain after application of such absorbents and cleaning agents.
3. The Contractor shall not transfer loads from one vehicle to another on any public street, unless it is necessary to do so because of mechanical failure, hot load (combustion of material in the truck), or accidental damage to a vehicle.
4. The above paragraphs notwithstanding, the Contractor shall clean up any spillage or litter caused by the Contractor within one (1) hour upon notice from the County.
5. In the event where damage to the County Streets (other than stains) is the result of a hydraulic oil spill caused by the Contractor, the Contractor shall be responsible for all repairs to return the street to the same condition prior to the spill. The Contractor shall also be responsible for all clean-up activities related to the spill. Repairs and clean-up shall be performed in a manner satisfactory to the Contract Administrator and at no cost to the County.
6. The Contractor shall be responsible for reporting incidents as required by the Nevada Division of Environmental Protection.

7.6 OWNERSHIP OF MATERIALS

- A. Title to Solid Waste, Recyclable Materials, and Bulky Items shall pass to the Contractor at such time as said materials are properly containerized, bagged, or bundled and placed at the curb or other point of Collection in the manner as set forth herein or as agreed to by the Contractor and the Customer. If materials are placed out for Collection without being properly containerized, bagged, or bundled, title shall pass to the Contractor at the time the material is placed in the Contractor's Collection vehicle. If Collected materials are delivered to a Transfer Station or Materials Recovery Facility other than one operated by the Contractor, then title will again transfer from the Contractor to the operator of the non-Contractor Transfer Station, or Materials Recovery Facility upon such delivery.

- B. Title to any material self-hauled to the Transfer Station, Materials Recovery Facility, or Disposal Facility shall pass to the Contractor at the time the material is accepted at these facilities provided Contractor owns such facilities.
- C. Title to material Collected as part of a County Clean-up Service or Special Event Collection Service shall pass to the Contractor at the time the material is placed in the Collection Container provided by the Contractor or the Contractor's Collection vehicle if no Containers are provided by the Contractor.

7.7 EXEMPT WASTE

- A. Under no circumstances shall the Contractor's employees knowingly Collect Exempt Waste or remove unsafe or poorly containerized Exempt Waste from a Collection Container. If the Contractor determines that material placed in any Container for Collection is Exempt Waste, or other material that may not legally be accepted at the Materials Recovery Facility, Transfer Station, or Disposal Facility, or presents a hazard to the Contractor's employees, the Contractor shall have the right to refuse to accept such material. The Generator shall be contacted by the Contractor and requested to arrange for proper disposal service. If the Generator cannot be reached immediately, the Contractor shall, before leaving the premises, leave a Non-Collection Notice which indicates the reason for refusing to Collect the material and how the Exempt Waste can be properly disposed or recycled.
- B. If Exempt Waste is found in a Collection Container that poses an imminent danger to people or property, the Contractor shall immediately notify the appropriate Fire Department and/or other emergency services departments as appropriate, as well as the County.
- C. If Exempt Waste is identified at the time of delivery to the Transfer Station, Materials Recovery Facility, or Disposal Facility and the generator cannot be identified, the Contractor shall be solely responsible for handling and arranging transport and disposition of the Exempt Waste.

7.8 REGULATIONS AND RECORD KEEPING

The Contractor shall comply with emergency notification procedures required by Applicable Laws and regulatory requirements. All records required by laws and regulations shall be maintained at the Contractor's facility.

7.9 VEHICLE REQUIREMENTS

- B. **A. General Provisions.** The Contractor shall provide a fleet of Collection vehicles sufficient in number and capacity to efficiently perform the work required by this Agreement in strict accordance with its terms. All such vehicles shall have watertight bodies designed to prevent leakage, spillage, or overflow. Hoppers shall be enclosed on top and on all sides to prevent material from leaking, blowing or falling from the vehicles. Each Collection vehicle shall be equipped with a shovel and broom for clean-up of spillage. Collection vehicles shall never be loaded to

exceed the manufacturer's recommended weight limit or otherwise operated unsafely or in violation of any Applicable Law. Contractor shall replace Collection vehicles according to the Contractor's industry-standard replacement schedule at ten-to-twelve years of vehicle age depending upon vehicle type. Contractor shall provide vehicles capable of serving all residential and commercial service locations within Storey County, including during periods of inclement weather (e.g. snow, rain, mud and other weather impediments to service). This may require the Contractor to provide smaller vehicles (e.g. scout trucks, pickup trucks, flatbed trucks, or other vehicle). **Safety Markings.** All Collection equipment used by the Contractor shall have appropriate safety markings including, but not limited to, highway lighting, flashing and warning lights, clearance lights, and warning flags. All such safety markings shall be in accordance with the requirements of the County, as may be amended from time to time.

- C. Vehicle Signage and Painting.** Collection vehicles shall be painted and numbered uniquely without repetition and shall have the Contractor's name, the Contractor's customer service telephone number, and the number of the vehicle painted in letters of contrasting color, at least six (6) inches high, on each side and the rear of each vehicle. No advertising shall be permitted other than the name of the Contractor except promotional advertisement of the Recyclable Materials programs or such other signage as may be approved by the Contract Administrator in writing. The Contractor shall repaint all vehicles (including vehicle striping if appropriate) during the Term of this Agreement as necessary to maintain a positive public image.
- D. Vehicle Maintenance.** The Contractor shall maintain Collection equipment in a clean condition and in good repair at all times. All parts and systems of the Collection equipment shall operate properly and be properly maintained. The Contractor shall wash all Collection vehicles at least once a week. The Contractor shall inspect each vehicle daily to ensure that all equipment is operating properly. Vehicles that are not operating properly shall be taken out of service until they are repaired and operate properly. The Contractor shall repair, or arrange for the repair of, all of its vehicles and equipment for which repairs are needed because of accident, breakdown or any other cause so as to maintain all equipment in a safe and operable condition. The Contract Administrator may inspect vehicles at any reasonable time, and within three (3) calendar days of such a request, to determine compliance with this Agreement and sanitation requirements.
- E. Vehicle Noise Level.** All Collection operations shall be conducted as quietly as possible and shall conform to applicable Federal, State, County, and the County noise level regulations. The County may request the Contractor to check any piece of equipment for conformance with the noise limits when reasonable to do so.
- F. Vehicle and Equipment Inventory.** On or before the Effective Date of this Agreement, the Contractor shall provide to the Contract Administrator an inventory of Collection vehicles and major equipment used by the Contractor for Collection or transportation in performance of services under this Agreement. The inventory shall indicate each Collection vehicle by identification number, DMV license number, the age of the chassis and body, type of fuel used, the type and capacity of each vehicle, the number of vehicles, the date of acquisition, the decibel rating, and the maintenance and rebuilt status. The Contractor shall submit to the Contract Administrator an updated inventory annually, or more often at the request of the County. Each vehicle inventory shall be accompanied by

a certification signed by the Contractor that all Collection vehicles meet the requirements of this Article.

- G. Vehicle Registration, Licensing and Inspection.** The Contractor shall maintain documentation to verify that each of the Contractor's Collection vehicles are in compliance with all registration, licensing and inspection requirements of the Nevada Department of Public Safety, the Nevada Department of Motor Vehicles, and any other Applicable Laws or regulations. Upon written request by the Contract Administrator, copies of such documentation shall be provided to the County within ten (10) work days of the request.
- H. Reserve Equipment.** The Contractor shall have available to it, at all times, a reasonable number of reserve Collection equipment which can, to the extent needed to complete the Collection route, be dispatched within one (1) hour of any breakdown. Such reserve equipment shall correspond in size and capacity to the equipment used by the Contractor to perform the contractual duties.
- I. Covering of Loads.** All loads not in covered body trucks shall be tarped or restrained to prevent spilling.
- J. Weight Restrictions.** The Contractor shall not load vehicles in excess of the manufacturer's recommendations or limitations imposed by State or local weight restrictions on vehicles. The Contractor acknowledges that the County may document compliance with this provision of this Agreement through review of scale tickets and records of the Transfer Station, MRF, and Disposal Facility.

7.10 CONTAINER REQUIREMENTS

- A. SFD Carts.** The Contractor will provide each SFD with new, wheeled Carts for automated collection of Solid Waste. The default service level will be a 96-gallon Cart for each material type Collected weekly. The Contractor must also provide a 64- or a 32-gallon Cart as a substitute depending on the Customer's preference and need. No discount will be given for using a 64-gallon Cart. 32-gallon Cart shall be offered at a reduced rate. Customers may add additional Carts for Solid Waste Collection as may be needed at an additional charge. Customers will be required to place the Cart(s) curbside for collection.
- B. Purchase and Distribution of Carts and Bins.** The Contractor shall be responsible for the purchase and distribution of fully assembled and functional Carts and Bins to Service Units in the Service Area. The Contractor shall also distribute Carts and Bins to new Service Units that are added to the Contractor's Service Area during the Term of this Agreement. The distribution shall be completed within their next Service Day. The Contractor shall offer animal-proof Carts and Bins for an additional amount not exceeding the applicable Maximum Service Rates set forth in Exhibit 1 to this Agreement.
- C. Replacement of Carts and Bins.**
 - 1.** The Contractor's employees shall take care to prevent damage to Carts or Bins by unnecessary rough treatment. However, any Cart or Bin damaged by the Contractor shall be replaced by the Contractor, at the Contractor's expense, within three (3) Residential Service Work Days after notification by the County or

the Service Recipient, at no cost or inconvenience to the Service Recipient or to the County.

2. Upon notification to the Contractor by the County or a Service Recipient that the Service Recipient's Cart(s) or Bin(s) are faulty or have worn out, or have been stolen or damaged beyond repair, the Contractor shall deliver a replacement Cart(s) or Bin(s) to such Service Recipient within three (3) work days. There shall be no charge to the Service Recipient for the delivery or replacement of the Cart(s) or Bin(s).

In those instances where the Contractor can demonstrate that a Cart(s) or Bin(s) was being used for other purposes or damaged due to the Service Recipient negligence (e.g. hot coals or other damage that cause the cart or bin to be usable), the Contractor shall be entitled to bill the Service Recipient the cost of the Cart(s) or Bin(s) plus the delivery charge in an amount not exceeding the applicable Maximum Service Rates set forth in Exhibit 1 to this Agreement.

3. The Contractor shall maintain records documenting all Cart and Bin replacements occurring on a monthly basis. Such information shall be provided to the Contract Administrator upon written request.

D. Repair of Carts and Bins. The Contractor shall be responsible for repair of Carts and Bins in the Service Area including but not be limited to, hinged lids, wheels and axles. Within three (3) Residential Service Work Days of notification by the County or a Service Recipient of the need for such repairs, the Contractor shall repair the Cart or Bin, or if necessary, remove the Cart or Bin for repairs and deliver a replacement Cart or Bin to the Service Recipient.

E. Cart or Bin Exchange. Upon notification to the Contractor by the County or a Service Recipient that a change in the size or number of Carts or Bins is required, the Contractor shall deliver such Carts or Bins to such Service Recipient no later than the Service Recipient's next regularly scheduled Collection day. Each SFD Service Unit shall be entitled to receive one (1) free Solid Waste Cart exchange per Agreement Year during the Term of this Agreement. Each MFD, Commercial or County Service Unit shall be entitled to receive one (1) free Solid Waste Cart or Bin exchange, and to the extent such Carts or Bins are provided by the Contractor under the terms of this Agreement, and one (1) free Recycling Cart or Bin exchange, per Agreement Year during the Term of this Agreement. Accordingly, the Contractor shall be entitled to charge for exchanges in excess of the limit set forth above per Agreement Year, at a rate not exceeding the "Cart or Bin Exchange" Maximum Service Rate as set forth in Exhibit 1, as adjusted under the terms of this Agreement.

F. Additional Solid Waste Capacity. Upon notification to the Contractor by the County or a Service Recipient that additional Solid Waste capacity is requested, the Contractor shall comply by delivering a larger Cart, an additional Cart, larger Bin or an additional Bin, to such Service Recipient within ten (10) Work Days. The Contractor shall be entitled to charge for the cost of the additional Solid Waste capacity in an amount not exceeding the

applicable Maximum Service Rate for the larger capacity or Additional Cart or Bin as set forth in Exhibit 1, as adjusted under the terms of this Agreement.

- G. Ownership of Carts.** Ownership of Carts shall rest with the Contractor, except that, in the case of the termination of this Agreement prior to the expiration of the initial Term or optional extension Terms due to the default of the Contractor as set forth in Article 12 of this Agreement, the County shall have the right to take possession of the Carts and retain such possession under the terms and conditions described in Article 12. Upon the receipt of written notice from the County, the Contractor shall submit to the Contract Administrator an inventory of Carts, including their locations.
- H. Ownership of Bins.** Ownership of Bins distributed by the Contractor shall rest with the Contractor except in the case of the termination of this Agreement prior to the expiration of the initial Term or optional extension Terms due to the default of the Contractor as set forth in Article 12 of this Agreement. Under such circumstances, the County shall have the right to take possession of the Bins and retain such possession under the terms and conditions described in Article 12. Upon the receipt of written notice from the County, the Contractor shall submit to the Contract Administrator an inventory of Bins, including their locations.
- I. New Service Units.**

 - 1. Purchase and Distribution of Carts and Bins.** The Contractor shall be responsible for the purchase and distribution of fully assembled and functional Carts and Bins to new Service Units that are added to the Contractor's Service Area during the Term of this Agreement. The distribution shall be completed within three (3) Residential Service Work Days of receipt of notification from the County or the Service Unit.
 - 2. Collection Services.** The Contractor shall provide Collection Services described in this Agreement to new Service Units on the next regularly scheduled Collection day following delivery of the Carts or Bins.
- J. Annual Inspection and Cleaning.** Once each Agreement Year, at no charge to the County, MFD or Commercial Service Unit, the Contractor shall provide, upon request or as deemed necessary, the cleaning of Bins. In the event a Customer requests the Contractor to provide Bin cleaning more than one (1) time per Agreement Year, the Contractor shall have the right to charge the Customer an amount not exceeding the Maximum Service Rate for Bin Cleaning set forth in Exhibit 1.

7.11 LABOR AND EQUIPMENT

The Contractor shall provide and maintain all labor, equipment, tools, facilities, and personnel supervision required for the performance of the Contractor's obligations under this Agreement. The Contractor shall at all times have sufficient backup equipment and labor to fulfill the Contractor's obligations under this Agreement. No compensation for the Contractor's services or for the Contractor's supply of labor, equipment, tools, facilities or supervision shall be provided or paid to the Contractor by the County or by any Service Recipient except in accordance with this Agreement.

7.12 HOLIDAY SERVICE

The Contractor shall provide normal Collection Services without regard to any Holidays, with the exception of New Year's Day, Thanksgiving Day and Christmas Day. There will be no collection on these three Holidays and a one-day delay for the remainder of each of these three Holiday weeks.

7.13 DISPOSAL AND PROCESSING

- A. Solid Waste.** Except as set forth below, all Solid Waste Collected as a result of performing Collection Services shall be transported to the Transfer Station or the Disposal Facility and eventually disposed of at the Disposal Facility. In the event the Disposal Facility is closed on a Commercial Service Work Day, the Contractor shall transport and dispose of the Solid Waste at such other legally permitted disposal facility as is approved by the County. Notwithstanding any other provision of this Agreement, if a Disposal Facility other than the designated Disposal Facility is used, and it is not owned/operated by the Contractor or its Affiliate (it being understood that such other Disposal Facility would need to be selected by the Contractor and approved by the County, or specifically designated by the County), then the Contractor's obligations hereunder will not include the landfilling of the Solid Waste (which will be the responsibility of the Disposal Facility operator).
- B. Recyclable Materials.** All Recyclable Materials Collected as a result of performing Collection Services shall be delivered to the Materials Recovery Facility (MRF). In the event the MRF is closed on a Commercial Service Work Day, the Contractor shall transport and deliver the Recyclable Material to such other legally permitted MRF as is approved by the County. The Contractor shall ensure that all Recyclable Materials Collected pursuant to this Agreement that are expressly listed in Exhibit 6 (including those materials added by the Contractor to such list from time to time), except Residue resulting from processing, are diverted from the Disposal Facility in accordance with current and subsequent legislation and regulations. Notwithstanding any other provision of this Agreement, if an MRF other than the designated Transfer Station is used that is not owned/operated by the Contractor or its Affiliate (it being understood that such other MRF would need to be selected by the Contractor and approved by the County, or specifically designated by the County), then the Contractor's obligations hereunder will not include processing and marketing of Recyclable Materials (which will be the responsibility of the MRF operator).
- C. Bulky Items.** All Bulky Items Collected as a result of performing Collection Services shall be delivered to the designated Approved Facility.

 - 1. Bulky Items Containing Freon.** In the event the Contractor Collects Bulky Items that contain freon, the Contractor shall handle such Bulky Items in a manner such that the Bulky Items are not subject to regulation as Hazardous Waste under federal, State and/or County Applicable Laws or regulations.

7.14 SOLID WASTE - IMPROPER PROCEDURE

Except as set forth below, the Contractor shall not be required to Collect Solid Waste if the Service Recipient does not segregate the Solid Waste from Exempt Waste. If Solid Waste is contaminated through

commingling with Exempt Waste, the Contractor shall, if practical, separate the Solid Waste from the contaminants. The Solid Waste shall then be Collected and the contaminants shall be left in the Solid Waste Cart or Bin along with a Non-Collection Notice explaining why the contaminant(s) is not considered Solid Waste. However, in the event the Solid Waste and contaminants are commingled to the extent that they cannot easily be separated by the Contractor or the nature of the contaminants renders the entire Solid Waste Cart or Bin contaminated, the Contractor may; 1) Collect the Solid Waste and leave a Non-Collection Notice that contains instructions on the proper procedures for setting out Solid Waste or; 2) leave the Solid Waste Cart or Bin un-emptied along with a Non-Collection Notice that contains instructions on the proper procedures for setting out Solid Waste. On the third (3rd) time that the Contractor finds that a Service Unit has set out contaminated Solid Waste, the Contractor may leave the Solid Waste Cart or Bin un-emptied along with a Non-Collection Notice that contains instructions on the proper procedures for setting out Solid Waste and reduce the service at that Service Unit to the minimum level available by exchanging the Solid Waste Container without the authorization of the Customer.

7.15 RECYCLING - IMPROPER PROCEDURE

Except as set forth below, the Contractor shall not be required to Collect Recyclable Materials if the Residential or Commercial Service Recipient does not segregate the Recyclable Materials from Solid Waste, or Exempt Waste. The first (1st) time Recyclable Materials are contaminated through commingling with Solid Waste, or Exempt Waste, the Contractor shall contact the Customer to discuss the contamination and shall Collect the Container and cause the material contained therein to be disposed or processed in the most appropriate manner. On the second (2nd) time that the Contractor finds that a Service Unit has set out contaminated Recyclable Materials, the Contractor shall contact the Customer to discuss the contamination and shall Collect the Container and cause the material contained therein to be disposed or processed in the most appropriate manner. In addition, the Contractor may, without the authorization of the Customer, remove the Recycling Cart(s) or Bin(s) and stop Collecting Recyclable Materials from that Residential or Commercial Service Unit.

- A. Recycling - Changes to Work.** Should changes in law arise that necessitate any additions or deletions to the work described herein including the type of items included as Recyclable Materials, the parties shall negotiate any necessary cost changes and adjustment in Maximum Service Rates pursuant to Article 5.5 and shall enter into an Agreement amendment covering such modifications to the work to be performed and the adjustment to Maximum Service Rates before undertaking any changes or revisions to such work.

7.16 COMMINGLING OF MATERIALS

- A. Solid Waste and Recyclable Materials. The Contractor** shall not commingle Solid Waste Collected pursuant to this Agreement with any Recyclable Materials separated for Collection pursuant to this Agreement prior to delivery to the Transfer Station, MRF, or Disposal Facility as appropriate, without the express prior written authorization of the Contract Administrator.
- B. Solid Waste Material Collected in the Service Area. The Contractor** shall not commingle any Solid Waste Collected pursuant to this Agreement with any other material Collected by the Contractor outside the County Service Area prior to delivery to the Transfer

Station, MRF, or Disposal Facility as appropriate, unless the Contractor has provided documentation that is satisfactory to the Contract Administrator explaining how the commingled material will be allocated.

- C. Recyclable Materials Collected in the Service Area. The Contractor** shall not commingle Recyclable Materials Collected pursuant to this Agreement with any other material Collected by the Contractor outside the County Service Area prior to delivery to the Transfer Station, MRF, or Disposal Facility as appropriate, unless the Contractor has provided documentation that is satisfactory to the Contract Administrator explaining how the commingled material will be allocated.
- D. Material Separation.** Solid Waste, Recyclable Materials, and Bulky Items shall not be mixed together in the Contractor's Collection equipment unless such material has been deemed contaminated in which case it shall be Collected as Solid Waste. Each category of material Collected shall be kept separated according to type or classification except for such material that has been deemed contaminated in which case it shall be classified as Solid Waste.
- E. Recyclable Materials Delivered to the Transfer Station.** Separated Recyclable Materials delivered to the Transfer Station for recycling pursuant to this Agreement shall not be mixed with any Solid Waste. Contractor shall transfer delivered Recyclable Materials from the Transfer Station or other Recycling Drop-Off Sites to a permitted recycling processing facility.

7.18 PERSONNEL

- A. General Personnel Requirements.** The Contractor shall employ and assign qualified personnel to perform all services set forth herein. The Contractor shall be responsible for ensuring that its employees comply with all Applicable Laws and regulations and meet all federal, state and local requirements related to their employment and position.

The Contractor shall furnish such qualified drivers, mechanical, supervisory, customer service, clerical, and other personnel as may be necessary to provide the services required by this Agreement in a safe and efficient manner.

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

The Contractor shall designate at least one (1) qualified employee as the County's primary point of contact with Contractor who is principally responsible for Collection operations and resolution of service requests and complaints. Contractor shall immediately inform County of any changes in the designated primary point of contact.
- B. Driver Qualifications.** All drivers must have in effect a valid license, of the appropriate class, issued by the Nevada Department of Motor Vehicles.
- C. Safety Training.** The Contractor shall provide suitable operational and safety training for all of its employees who operate Collection vehicles or equipment. The Contractor shall train its employees involved in Collection to identify, and not to collect, Exempt Waste.

Upon the Contract Administrator's request, the Contractor shall provide a copy of its safety policy and safety training program, the name of its safety officer, and the frequency of its trainings.

7.19 HAZARDOUS WASTE INSPECTION AND HANDLING

- A. Inspection Program and Training.** The Contractor shall develop a load inspection program that includes the following components: (i) personnel and training; (ii) load checking activities; (iii) management of wastes; and, (iv) record keeping and emergency procedures.

The Contractor's load checking personnel, including its Collection vehicle drivers, shall be trained in: (i) the effects of Hazardous Substances on human health and the environment; (ii) identification of prohibited materials; and, (iii) emergency notification and response procedures. Collection vehicle drivers shall inspect Containers before Collection when practical.

- B. Response to Exempt Waste Identified During Collection.** If the Contractor determines that material placed in any Container for Collection is Exempt Waste or presents a hazard to the Contractor's employees, the Contractor shall have the right to refuse to accept such material. The Generator shall be contacted by the Contractor and requested to arrange proper Disposal. If the Generator cannot be reached immediately, the Contractor shall, before leaving the Premises, leave a tag at least two (2) inches by six (6) inches in size, which indicates the reason for refusing to Collect the material and lists the phone number of a facility that accepts the Exempt Waste or a phone number of an entity that can provide information on proper Disposal of the Exempt Waste. Under no circumstances shall Contractor's employees knowingly Collect Exempt Waste or remove unsafe or poorly containerized Exempt Waste from a Collection Container. Prior to the Commencement Date of this Agreement, the tag that will be used to notice Customers of reason for non-Collection shall be reviewed and approved by the Contract Administrator. If Exempt Waste is found in a Collection Container or Collection area that could possibly result in imminent danger to people or property, the Contractor shall immediately notify the Fire Department.

- C. Response to Exempt Waste Identified at Disposal or Processing Facility.** Materials Collected by the Contractor will be delivered to the Approved Facilities for purposes of Processing or Disposal. In the event that load checkers and/or equipment operators at such facility identify Exempt Waste in the loads delivered by the Contractor, such personnel shall remove these materials for storage in approved, on-site, Exempt Waste storage Container(s). The Contractor shall arrange for removal of the Exempt Wastes at its cost by permitted haulers in accordance with Applicable Laws and regulatory requirements. The Contractor may at its sole expense attempt to identify and recover the cost of Disposal from the Generator. If the Generator can be successfully identified, the cost of this effort, as well as the cost of Disposal shall be chargeable to the Generator.

ARTICLE 8: BILLING, CUSTOMER SERVICE, RECORD KEEPING, AND REPORTING

8.1 BILLING AND COLLECTION

The Contractor shall be solely responsible for the billing and collection of payments for all Collection Services, including billing of the County for any services provided in excess of those County Collection Services specified in Article 5.9. The CONTRACTOR shall charge Service Recipients an amount which shall not exceed the Maximum Service Rates attached in Exhibit 1 to this Agreement as adjusted under the terms of this Agreement. The County or Contract Administrator shall have the right to review and approve the format of all Customer bills. The Contractor shall be entitled to set rates for all services provided pursuant to this Agreement, provided that such rates do not exceed the Maximum Service Rates set forth in Exhibit 1, as adjusted under the terms of this Agreement. Charges to Service Recipients are due and payable as follows: (i) Single-Family Service Units will be delinquent on the 91st day after Contractor's invoice date, (ii) Commercial and Multi-Family Service Units will be delinquent on the 31st day after Contractor's invoice date, and (iii) Temporary Bin Collection Service customers will be delinquent on the 31st day after Contractor's invoice date. A monthly late fee of \$15.00 or 2.5 percent, whichever is greater, will be applied to all unpaid balances.

Unless otherwise expressly provided, all references to Exhibit 1 in this Agreement shall be deemed to refer to such exhibit as adjusted from time to time in accordance with the provisions of this Agreement.

- A. Partial Month Service.** If, during a month, a Service Unit is added to or deleted from the Contractor's Service Area, the Contractor's billing shall be pro-rated by dividing the monthly rate for the service provided to the Service Unit by four (4) and multiplying the result by the number of actual weeks in the month that service was provided to the Service Unit.
- B. Billing Inserts.** The County may provide educational and other material to the Contractor for inclusion in the invoices provided by the Contractor to SFD, MFD and Commercial Customers for Collection Services. The Contractor may charge the County for any extra postage charges required due to the size of the County-provided materials.

8.2 DELINQUENT SERVICE ACCOUNTS

The Contractor may take such action as is legally available to collect or cause collection of such past due amounts, including discontinuing any or all service and/or removing Carts, containers or Bins for Commercial Service Units. However, Contractor may not discontinue providing Solid Waste Collection Services to an SFD Service Unit or an MFD Service Unit. Instead, the Contractor may take such action as is legally available, including a lien against a property, as set forth in [NRS 444.520](#) unless the County has approved a collection service exemption for the subject property.

8.3 ACCOUNT SUSPENSION

SFD Customers may contact the Contractor to suspend services for the following reasons: vacant lot, anticipated vacancy longer than two (2) calendar months or anticipated vacation account suspension for

a minimum of one (1) month. In the case of vacancy, the Contractor shall be allowed to charge an account activation or restart fee upon resumption of services, subject to exceptions shown in Exhibit 1 of this Agreement. In the case of a vacation account suspension, the Contractor shall not charge a maintenance fee, account activation or restart fee. Contractor shall be notified of vacation account suspensions in advance, with a beginning and ending date which shall not exceed six (6) months.

8.4 SENIOR CITIZEN MAXIMUM SERVICE RATES

The Contractor shall charge a senior residential collection rate to eligible seniors, as set forth in Exhibit A. The senior residential collection rate shall have an eligibility age of 65 years old, or older, and include the collection of a thirty-two (32) gallon can (without additional yardage) or sixty-four (64) gallon Cart of Solid Waste but does not include the one addition cubic yard of containerized Waste in the base level of service.

8.5 LOW-INCOME SENIOR CITIZEN MAXIMUM SERVICE RATES

Low-income senior citizens upon request shall pay a rate set at 75% of the established solid waste rate as set forth in Exhibit A for the customer owned 32-gallon service that does not include the additional cubic yard of service. The qualification requirements for the low-income senior citizen rates include all the following: (i) head of household; (ii) minimum of 65 years of age; and, (iii) an adjusted gross income for the household at or below one hundred-fifty (150) percent of the current Federal Poverty Guidelines for the 48 Contiguous States and the District of Columbia for the applicable size of family unit.

- A.** To demonstrate conformity with the qualification requirements, the Contractor shall require applicants to complete an application form provided by the Contractor and provide copies of photo identification showing proof of age and the first and second pages of Form 1040, U.S. Individual Income Tax Return for the previous calendar year, or other suitable documentation to verify household income.
- B.** Eligibility shall be granted for a specified period not to exceed two (2) years after which the Contractor shall require applicant to re-certify as to their continued eligibility. The Contractor shall require approved applicants to provide notification if and when their eligibility qualification status changes.

8.6 NON-DISCLOSURE

The Contractor will not disclose to any Person other than the County any information identifying an individual Customer, the composition or contents of a Customer's Discarded Material, or a Customer's trade secrets unless upon the authority of a law, or pursuant to written authorization of the Customer.

8.7 NO MARKETING

The Contractor will not market or distribute mailing lists with the name or address of Customers. The Contractor's obligations under this subsection are in addition to any other privacy rights accorded Customers under Applicable Law.

8.8 CUSTOMER SERVICE STAFFING AND HOURS

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

8.9 CONTRACTOR'S CUSTOMER SERVICE

All service inquiries and complaints shall be directed to the Contractor. A representative of the Contractor shall be available to receive the complaints during normal business hours. All service complaints will be handled by the Contractor in a prompt, courteous, and efficient manner.

- A. Response Requirement.** For those complaints related to missed Collections that are received by 2:00 p.m. on a Residential Service Work Day, the Contractor will return to the Customer address and Collect the missed materials before leaving the Service Area for the day. For those complaints related to missed Collections that are received after 2:00 p.m. on a Residential Service Work Day, the Contractor shall have until the end of the following Residential Service Work Day to resolve the complaint. For complaints related to repair or replacement of Carts or Bins, the Contractor shall resolve the complaint according to the requirements described in Article 7.10 C.
- B. Missed Collections.** The Contractor agrees that it is in the best interest of the County that all Solid Waste be Collected on the scheduled Collection day. Accordingly, missed Collections will normally be Collected as set forth above regardless of the reason that the Collection was missed. However, in the event a Customer requests missed Collection service more than two (2) times during the Term of this Agreement the Contractor shall contact the Customer to determine an appropriate resolution to that situation.
- C. Emergency Contact.** The Contractor shall provide the Contract Administrator with an emergency phone number where the Contractor can be reached outside of the required office hours.
- D. Multilingual/TDD Service.** The Contractor shall at all times maintain the capability of responding to telephone calls in English and Spanish as may be directed by County. The Contractor shall also at all times maintain the capability of responding to telephone calls through Telecommunications Device for the Deaf (TDD) Services.
- E. Service Recipient Calls.** During office hours, the Contractor shall maintain a telephone answering system capable of accepting at least seven (7) incoming calls at one (1) time.

The Contractor shall document calls regarding inquiries, service requests and complaints through the use of the Contractor's ticket report system.

- F. Response to Calls.** All incoming calls shall be answered by a Customer Service Representative within five (5) rings. Customers shall not be placed "on-hold" in excess of one and one half (1.5) minutes.
- G. Website.** The Contractor shall develop and maintain a website dedicated to services provided in the County that is accessible by the public. The web site shall include answers to frequently asked questions; rates for Collection Services; Recyclable Materials specifications; proper Household Hazardous Waste disposal procedures; and other related topics. County shall arrange for the County's website to include an e-mail link to the Contractor and a link to the Contractor's website. The Contractor's website shall provide the public the ability to e-mail complaints to the Contractor and request services or service changes.
- H. Hazardous Waste Referrals.** The Contractor shall provide information regarding the Collection of Hazardous Waste to those Service Recipients requesting such information. The information shall at a minimum include the name and phone number of those companies or agencies in the County Service Area that are legally permitted to Collect and transport Hazardous Waste.
- I. Automated Billing Payment.** In an effort to reduce paper waste, the Contractor shall make available to all Customers an automated billing and payment system at no additional charge. This system should be website based and allow Customers to view and pay bills through Contractor's website. Through the Contractor's website, Customers may request to cease paper billing and receive all bills through e-mail and/or Contractor's website. The Contractor will ensure that the electronic billing and payment website conforms to industry-standard practices for electronic commerce security. The Contractor must ensure that these Customers are compiled in a list to ensure that billing inserts are mailed directly. The Contractor shall promote the website-based billing and payment system on all paper bills sent to Customers.

8.10 RECORD KEEPING

- A. Accounting Records.** The Contractor shall maintain full, complete and separate financial, statistical and accounting records, pertaining to cash, billing, and provisions of all Collection Services provided under this Agreement, prepared on an accrual basis in accordance with generally accepted accounting principles. Such records, to the extent necessary to verify compliance with this Agreement, shall be subject to audit, copy, and inspection. Gross Billings derived from provision of the Collection Services, including revenues from the sale of Recyclable Materials, including CRV revenue, whether such services are performed by the Contractor or by an approved Subcontractor(s) as set forth in Exhibit 5, shall be recorded as revenues in the accounts of the Contractor. These records shall be maintained separate from the Contractor's records for services provided outside the Service Area. The Contractor shall maintain and preserve all cash, billing and disposal records for a period of not less than eight (8) years following the close of each of the Contractor's fiscal years.
- B. Agreement Materials Records.** The Contractor shall maintain records of the quantities of (i) SFD, MFD, Commercial and the County Solid Waste Collected and Disposed under the terms of this Agreement; and (ii) Recyclable Materials, by type, Collected, purchased,

Processed, sold, donated or given for no compensation, and Residue Disposed for a period of not less than eight (8) years following the close of each of the Contractor's fiscal years.

8.11 REPORTING REQUIREMENTS

Quarterly reports shall be submitted to the Contract Administrator no later than forty-five (45) calendar days after the end of the reporting quarter and annual reports shall be submitted to the Contract Administrator no later than August 15th after the end of each preceding Agreement Year. Quarterly and annual reports shall be submitted in hard copy or provided electronically via e-mail if acceptable to the County.

- A. **Quarterly Reports.** Quarterly reports to the County shall be on a calendar quarter basis and shall include:
 - 1. **Service Data.** The Contractor shall report on all Solid Waste disposal and diversion data; all complaints and compliments (e.g. missed pickups, blocked containers, non-collection due to weather events, container replacements, unacceptable waste, and other such items); all exemption requests; and, any other data associated with the provision of services as requested by the County Administrator.
 - 2. **Public Education and Information Activities.** The Contractor shall report on all public education and information activities undertaken during the period, including distribution of printed materials, ads, other notices, collection notification tags, community information and events, school visits, tours and other activities related to the provision of Collection Services.
 - 3. **Customer Base Data.** The Contractor shall provide customer base data consisting of the number of SFD, MFD, and Commercial Service Units and C&D Services billed and the County Collection Services provided including service type (Solid Waste, Recyclables, etc.), Container size, number of Containers, and frequency of Collection.
- B. **Annual Report.** The quarterly reports shall be consolidated into an annual report.
- C. **Annual Account Data Report.** The annual account data report to the County shall include the number of SFD, MFD, Commercial and the County Service Units and Bulky Item Collection accounts serviced with the number of Solid Waste and Recycling Containers serviced for each category.
- D. **Additional Reporting.** The Contractor shall furnish the County with any additional reports as may reasonably be requested by County to the extent necessary to verify compliance with this Agreement regarding Contractor's operations hereunder, such reports to be prepared within a reasonable time following the reporting period.

8.12 AUDIT REQUIREMENT

The Contractor shall arrange for an independent audit of the Contractor's payments, operations and financial records upon completion of the third year of the contract. The audit shall be completed before the DATE. The Contractor shall obtain approval from the County regarding the intended auditor prior to the start of the audit. All costs of the audit shall be paid by the Contractor. The Contractor shall permit the approved auditor and/or its representatives to inspect customer service, financial, and system records consistent with the terms of this Agreement and to review and inspect all other information and facilities

necessary to conduct the audits. The County may request additional ride along audits, in such case the Contractor shall permit the approved auditor and/or its representatives to ride in the Collection vehicles. If the audit results in no findings, the next audit shall be conducted after five (5) years. The audit shall be conducted according to the requirements described above and shall be completed before DATE. However, if inaccuracies are found, the Contractor shall remedy all such inaccuracies and the County may require a follow-up audit upon the completion of the subsequent contract year, to be completed before DATE, according to the terms described above, to confirm that all inaccuracies from the prior audit have been fully remedied and have not been repeated. Subsequent audits shall be conducted either the following year if inaccuracies persist, or after five years if there are no further findings, through the Term of the Agreement and during an extension of the initial Term, as described in Article 3.2.

ARTICLE 9: FRANCHISE FEES AND OTHER FEES

9.1 FEES

- A. Franchise Fee.** The Parties acknowledge that certain Solid Waste management, Recycling and associated services are provided by the County in connection with this Agreement, which are part of a comprehensive program of activities designed to effectuate the purpose of this Agreement. To reimburse the County for the costs of such services, including County's costs incurred in administering this Agreement, and in consideration of the exclusive franchise granted to the Contractor by this Agreement, the Contractor shall pay the County a franchise fee. The franchise fee shall be a percentage of the Contractor's Gross Receipts net of surcharge fees billed each month under the terms of this Agreement. For purposes of calculating franchise fees, Gross Receipts shall specifically include revenue billed by the Contractor for the provision of Collection Services by the Contractor and exclude surcharge fees. The franchise fee percentage shall be five (5) percent unless otherwise adjusted by the County. In the event that the County adjusts the franchise fee percentage, County shall adjust the Maximum Service Rates to incorporate any such changes in the franchise fee percentage prior to the time that the new franchise fee percentage becomes effective.
- B. Road Maintenance Fee.** The Parties acknowledge that certain road maintenance services are provided by the County in connection with this Agreement. To reimburse the County for the impact of Collection Services on the County's roads, the Contractor shall pay the County a road maintenance fee. The franchise fee shall be a percentage of the Contractor's Gross Receipts net of surcharge fees billed each month under the terms of this Agreement. For purposes of calculating road maintenance fees, Gross Receipts shall specifically include revenue billed by the Contractor for the provision of Collection Services by the Contractor and exclude surcharge fees. The road maintenance fee percentage shall be three (3) percent unless otherwise adjusted by the County. In the event that the County adjusts the road maintenance fee percentage, County shall adjust the Maximum Service Rates to incorporate any such changes in the road maintenance fee percentage prior to the time that the new road maintenance fee percentage becomes effective.

- C. **Fee Calculation.** To give effect to the intent of Section 9.1 A and B above, the Parties agree that the combined franchise and road maintenance fees charged to the Contractor shall be calculated by dividing the base service rate element of each Maximum Service Rate by one (1) minus the franchise fee percentage (for example $1.00 - .08 = 0.92$); subtracting the base service rate element; and rounding the resulting figure to two (2) decimal places. If the base service rate element of a Maximum Service Rate changes for any reason, the combined fee element will be recalculated.

9.2 CONTRACTOR'S PAYMENTS TO COUNTY

The Contractor shall make payment to the County of the fees set forth in Articles 9.2 and 9.3. Payment to the County shall be due quarterly on the twentieth (20th) day of the month following each three-month period (quarter) during which revenues are billed. Each such payment shall be accompanied by an accounting that sets forth Contractor's Gross Billings during the preceding quarter. Payments shall be sent to the Storey County Treasurer's Office, 201 N. Carson Street, Storey County, NV 89701, which location may be changed as directed by the County. The Contractor shall conduct regular billing audits not less than annually, of all Commercial Customers, SFD and MFD in order to ensure the accuracy of the Contractor's payments to the County. The Contractor shall provide a copy of said audit upon request to the County. The County maintains the right to engage a third party for an independent audit of the results of the Gross Billing audit.

- A. **County Fee Audit.** No acceptance by County of any payment shall be construed as an accord that the amount is the correct amount, nor shall such acceptance of payment be construed as a release of any claim County may have against Contractor for any additional sums payable under the provisions of this Agreement. All amounts paid shall be subject to independent audit and recompilation by County. If, after an audit, such recompilation indicates an underpayment, the Contractor shall pay to the County the amount of the underpayment plus interest at the Wall Street Journal Prime Rate. If the underpayment is in excess of five (5) percent of the total fees due for the period of the audit, the Contractor shall reimburse County for all reasonable costs and expenses incurred in connection with the audit and recompilation within ten (10) work days of receipt of written notice from County that such is the case. If, after an audit, such recompilation indicates an overpayment, County shall notify the Contractor in writing of the amount of the overpayment. The Contractor may offset the amounts next due following receipt of such notice by the amount specified herein.

9.3 ADDITIONAL FEES

So long as the Franchise Fee is paid by the Contractor, its successors or assigns, no other general business license fee shall be imposed upon it or them by the County during the term of such Franchise; provided, however, such substitution of a Franchise Fee for other general business license fees shall not eliminate or otherwise modify the Contractor's duty and obligation to pay building permit fees and other fees of like nature as ad valorem taxes on the Contractor's real and personal property in the County.

ARTICLE 10: CONTRACTOR COMPENSATION AND MAXIMUM SERVICE RATES

10.1 CONTRACTOR COMPENSATION

The Maximum Service Rates set forth in Exhibit 1, as more fully defined as Contractor Compensation in this Article, shall be the maximum amount that the Contractor may charge Customers, as full, entire and complete compensation due pursuant to this Agreement for all labor, equipment, materials and supplies, fees or surcharges due to the County as applicable, taxes, insurance, bonds, letters of credit, overhead, disposal, transfer, processing, profit and all other things necessary to perform all the services required by this Agreement in the manner and at the times prescribed. The Contractor shall impose no other charges for services provided under this Agreement to Customers unless approved in advance in writing by County.

10.2 MAXIMUM SERVICE RATES

Maximum Service Rates shall consist of some combination of the following elements: a base service rate element, a franchise fee element and such other elements as may be added by the County during the Term of this Agreement to reflect new fees or charges imposed by County.

10.3 INITIAL SERVICE RATES

The Service Rates the Contractor may charge Customers through the Rate Year ending DATE shall not exceed the Maximum Service Rates set forth as Exhibit 1.

10.4 SCHEDULE OF FUTURE ADJUSTMENTS

Beginning with the Rate Year starting DATE and ending on DATE and for all subsequent Rate Years, the Maximum Service Rates shown in Exhibit 1 shall be adjusted as described in this Article. The Contractor shall submit rate adjustment calculations in writing directly to the County staff or via certified mail, on or before DATE and each succeeding Rate Year, and shall be based on the method of adjustment described in this Article. All future adjustments will become effective DATE.

10.5 METHOD OF FUTURE ADJUSTMENTS

Pursuant to Article 10.4, the adjustment to the Maximum Service Rates according to the method described below and the formulas and procedures shown in Exhibit 2 subject to review of the County. Exhibit 2 inputs will function as a support tool to facilitate the calculation of the rate adjustment.

For rate adjustment purposes, the approved Maximum Service Rates consist of a service component and a disposal component. Each cost component may be adjusted by the change in the corresponding rate adjustment index and percentage weighting, as provided below. The initial rate adjustment index weightings may be adjusted following any audit as per Article 8.11.

- A. Calculate New Disposal Component Index.** Identify tipping fee rates for Solid Waste, and/or Recyclable Materials. The initial tipping fee rates as provided in Exhibit 2B-Initial Disposal Index.

- B. Calculate the Percentage Change in Indices.** The increase or decrease in the service component index, Consumer Price Index for All Urban Consumers (CPI-U): U. S. County average for garbage services, will be for the twelve (12) month period ending the month of December prior to July 1 of the next Rate Year.
- C. Calculate the Permitted Percentage Rate Change.** Multiply the percentage changes for the service component and disposal component by that component's assigned percentage weighting.
- D. Calculate the Permitted Rate Change.** Multiply the weighted permitted percent change from Step Three by the existing maximum service rate for Services to determine the increase or decrease in maximum rates. Then add (subtract) the change in Service Rates to (from) the existing Maximum Service Rates to determine the new Maximum Service Rates.

The rate adjustment will be subject to an annual cap of 5.0%. However, the Contractor for any year when the CPI exceeds the 5.0% rate adjustment cap, the percentage in excess of 5.0% will be allowed to be applied to the rate adjustment for the following year if the CPI for the following year falls below the 5.0% maximum and the total adjustment does not exceed the 5.0%.

10.6 EXTRAORDINARY RATE ADJUSTMENTS

The Contractor may petition the County in writing at times other than that allowed under 10.4 (Annual Rate Adjustment) for an adjustment in the maximum rates due to (i) extraordinary circumstances beyond the Contractor's reasonable control, or (ii) due to new programs and services requested by County as provided herein. The Contractor shall provide documentation and analysis to the satisfaction of County of the reasons for such adjustment. Petitions regarding extraordinary circumstances beyond the Contractor's control shall satisfy all of the following conditions: (i) materially alters Contractor's operations or overall costs; (ii) could not reasonably have been foreseen by a prudent operator; and (iii) by all reasonable expectations will continue for a period of at least six (6) months. Such changes shall not include changes in the market value of Recyclables or inaccurate estimates by the Contractor of its cost of operations.

The Contractor's request shall contain substantial proof and justification to support the need for the adjustment. For each request brought pursuant to this section Contractor shall prepare a schedule documenting the extraordinary costs. Such request shall be prepared in a form reasonably acceptable to the County with support for assumptions made by the Contractor in preparing the estimate. The Contractor shall also submit a schedule showing how its total costs and total revenues have changed over the past two years for the services provided under this Agreement.

The County may request from the Contractor such further information as reasonably necessary to fully evaluate the request and make its determination. County may request a copy of the Contractor's annual financial statements in connection with the County's review of the Contractor's rate adjustment request. County shall review the Contractor's request and, in Board's sole judgment and absolute, unfettered discretion, make the final determination as to whether an adjustment to the maximum rates will be made, and, if an adjustment is permitted, the appropriate amount of the adjustment. The Board may consider

increases or decreases in the Contractor's total revenues and total cost of services when reviewing an extraordinary rate adjustment request.

The County and the Contractor may agree to make changes in the service levels under this Agreement sufficient to avoid the need for a rate adjustment. Extraordinary rate adjustments shall only be effective after approval by the Board and may not be applied retroactively.

ARTICLE 11: INDEMNIFICATION, INSURANCE AND PERFORMANCE BOND

11.1 INDEMNIFICATION OF THE COUNTY

- A. GENERAL.** The Contractor shall defend, with counsel reasonably acceptable to the County, indemnify and hold harmless, to the fullest extent allowed by law, County, its officers, officials, employees, volunteers, agents and assignees (collectively, "Indemnitees"), from and against any and all causes of action, claims, costs (including but not limited to reasonable attorneys' and expert witness fees and costs incurred in connection with defending against any of the foregoing or enforcing this indemnity which fees and costs shall be reasonable if incurred by the County and reimbursed by the Contractor), loss, damages (including but not limited to special and consequential damages), liability, penalties (including attorneys' fees for the adverse party), forfeitures, demands, proceedings or suits, in law or in equity, of every kind and description (including, but not limited to, injury to and death of any Person and damage to property, or for contribution or indemnity claimed by third parties) arising out of or in any way connected with the performance of this Agreement by the County, its agents, directors or employees, or by the Contractor, its agents, directors or employees, whether such claims, liens, demands, damages, losses or expenses are based upon a contract or upon a claim for personal injury, death or property damage or upon any other legal or equitable theory whatsoever to include without limitation, claims arising or resulting from or made by third parties alleging: (i) the negligence or willful misconduct of the Contractor, its agents, employees and/or Subcontractors, in exercising the privileges granted to it by this Agreement; (ii) the failure of the Contractor, its agents, employees and/or Subcontractors in the performance of this Agreement to comply in all respects with the provisions and requirements of this Agreement, Applicable Laws, ordinances and regulations, and/or applicable permits and licenses; (iii) the acts of the Contractor, its agents, employees and/or Subcontractors in performing services under this Agreement for which strict liability is imposed by law; and, (iv) claims that arise out of or result from the performance of this Agreement by the County, its agents, directors or employees or Contractor, its agents, directors or employees, whether such claims, liens, demands, damages or losses or expenses are based upon a contract or upon a claim for personal injury, death or property damage or upon any other legal or equitable theory, whatsoever. Notwithstanding herein to the contrary, the Contractor shall not be required to indemnify, defend or hold harmless the County from loss or liability to the extent such loss arises from the negligence, breach or willful misconduct of the County, its agents,

directors or employees, at such time that such negligence, breach or willful misconduct has been finally determined by a court of competent jurisdiction. The Contractor shall provide the County with a defense until such determination has been made (i.e., until a court of competent jurisdiction has determined that the loss or liability arises from the negligence, breach or willful misconduct of the County, the Contractor shall provide a defense as to such loss or liability).

- B. Exempt Waste.** The Contractor acknowledges that it is responsible for compliance during the entire Term of this Agreement with all Applicable Laws. The Contractor shall not store, transport, use, or Dispose of any Exempt Waste except in strict compliance with all Applicable Laws.

In the event that the Contractor negligently or willfully mishandles Exempt Waste in the course of carrying out its activities under this Agreement, the Contractor shall at its sole expense promptly take all investigatory and/or remedial action reasonably required for the remediation of such environmental contamination. Prior to undertaking any investigatory or remedial action, however, the Contractor shall first obtain the Contract Administrator's approval of any proposed investigatory or remedial action. Should Contractor fail at any time to promptly take such action, the County may undertake such action at the Contractor's sole cost and expense, and the Contractor shall reimburse the County for all such expenses within thirty (30) calendar days of being billed for those expenses, and any amount not paid within that thirty (30) calendar day period shall thereafter be deemed delinquent and subject to the delinquent fee payment provision of this Agreement. These obligations are in addition to any defense and indemnity obligations that the Contractor may have under this Agreement. The provisions of this Article shall survive the termination or expiration of this Agreement.

Notwithstanding the foregoing, the Contractor's duties under this subsection shall not extend to any claims arising from the Disposal of Solid Waste at the Approved Disposal Facility, including, but not limited to, claims arising under Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) unless such claim is a direct result of the Contractor's negligence or willful misconduct or Contractor owns or operates the Approved Disposal Facility.

- C. Environmental Indemnity.** The Contractor shall defend, indemnify, and hold the County harmless against and from any and all claims, suits, losses, penalties, damages, and liability for damages of every name, kind and description, including attorneys' fees and costs incurred, attributable to the negligence or willful misconduct of the Contractor in handling Exempt Waste.

This provision, Article 11.1 A – C, will survive the expiration or earlier termination of this Agreement and shall not be construed as a waiver of rights by the County or Indemnity from third parties.

11.2 EVALUATION OF LIABILITY

The Contractor's obligation to defend, hold harmless, and indemnify under Article 11 shall not be excused because of the Contractor's inability to evaluate an Indemnitee's liability or because the Contractor

evaluates such liability and determines that the Indemnitee is not liable to the claimant. Within twenty (20) days of receiving written notice from the County of a claim for which the County is entitled to indemnity, the Contractor shall confirm to the County in writing that the Contractor will provide a defense to the claim and shall take appropriate actions to provide such defense.

11.3 HAZARDOUS SUBSTANCES INDEMNIFICATION

The Contractor shall indemnify, defend with counsel acceptable to the County, and hold harmless the County, its officers, officials, employees, agents, assigns and any successor or successors to the County's interest from and against all claims, damages (including but not limited to special, consequential and natural resources damages) injuries, hazardous materials response, remediation and removal costs, losses, demands, liens, liabilities, causes of action, suits (including citizen's suits), legal or administrative proceedings, interest, fines, charges, penalties (including attorneys' fees for the adverse party), and expenses (including but not limited to attorneys' and expert witness fees and costs incurred in connection with defending against any of the foregoing or enforcing this indemnity) of any kind whatsoever paid, incurred or suffered by, or asserted against the County or its officers, officials, employees, agents, assigns, or contractors arising or resulting from any repair, cleanup or detoxification, or preparation and implementation of any removal, remedial, response, closure or other plan (regardless of whether undertaken due to governmental action) concerning: (i) any Hazardous Substance or Hazardous Wastes at any facility owned or operated by the Contractor or an Affiliate of the Contractor where Contractor transports, stores, or causes to be disposed Solid Waste pursuant to this Agreement; (ii) Contractor's discharge of a pollutant in violation of federal Clean Water Act; (iii) Contractor's violation of any State or federal air quality rule, law or regulation; (iv) Contractor's violation of any other State or federal environmental law, including the Resource Conservation and Recovery Act or its State law corollary; or (v) Contractor's discharge of any Hazardous Substance or Hazardous Waste that causes injury to Person(s) or property, in each of clauses (ii) through (v), during the Term of this Agreement and subject to Article 11. The foregoing indemnity is intended to operate as an agreement to indemnify, defend, insure, protect and hold County harmless from liability, pursuant to [Section 107\(e\) of CERCLA, 42 U.S.C. Section 9607\(e\)](#) and other applicable State and federal Environmental Laws.

The foregoing obligations shall not apply with respect to: (1) any Hazardous Waste or Hazardous Substance generated by the County or its agents and delivered by the County or its agents, or (2) the disposal or release of Hazardous Substances or Hazardous Waste, which disposal or release has resulted from the negligence or willful misconduct of the County or its agents.

11.4 SEPARATE COUNSEL

The County may elect to have and consult separate legal counsel from the Contractor at any time during the pendency of any claim at its sole discretion. the County shall be responsible for paying its separate counsel unless: (i) the County reasonably determines and notifies Contractor that separate counsel is required to represent the County during the resolution of any claim; or (ii) a court of competent jurisdiction rules that the Contractor has refused to satisfy its obligations under this Article 11. Notwithstanding the preceding sentence or the first sentence of Article 11.1, with respect to a particular claim, if the Contractor confirms to the County in writing Contractor's obligation to indemnify and defend the County, without reserving a right to later seek reimbursement from the County with respect to such claim, the County shall not object to the counsel representing it being the same counsel that represents

Contractor in the defense of such claim and shall, if permitted by law, provide such written conflict-of-interest waiver as may be required for such joint representation. If the Contractor provides the aforementioned confirmation, but the County declines to consent to such joint representation, the County may retain its own counsel at its own expense, the County shall have no right of defense or reimbursement of defense costs with respect to such claim (but the County shall still be entitled to indemnity), the County shall reasonably cooperate with Contractor in the defense and settlement of such claim. If the Contractor does not provide the aforementioned confirmation, or if the Contractor provides such confirmation and the County is prohibited by law from providing such waiver, then the Contractor shall reimburse the County for the reasonable attorneys' fees and costs of the County's separate counsel with respect to such claim.

11.5 CONSIDERATION

It is specifically understood and agreed that the consideration inuring to the Contractor for the execution of this Agreement consists of the promises, payments, covenants, rights and responsibilities contained in this Agreement.

11.6 OBLIGATION

The execution of this Agreement by the Contractor shall obligate the Contractor to comply with the foregoing indemnification provisions; however, the collateral obligation of providing insurance must also be fully complied with as set forth in Article 11.11 below.

11.7 SUBCONTRACTORS

The Contractor shall require all Subcontractors performing Collection Services under the terms of this Agreement to enter into an agreement containing the provisions set forth in this Article 11 in their entirety and Subcontractor shall fully indemnify the County in accordance with this Agreement. Such agreement, however, will not relieve the Contractor of its obligations under this Article 11, unless the County expressly agrees in writing to so relieve the Contractor.

11.8 EXCEPTION

Notwithstanding any other provision of this Article 11, the Contractor's obligation to indemnify, hold harmless and defend under this Article 11 does not extend to any loss, liability, penalty, damage, cause of action, suit, forfeiture, claim, demand, proceeding, injury, cost, lien, interest, fine, charge or expense (i) as to which the Contractor is precluded by law from indemnifying the Indemnitee, (ii) which arose or resulted from the sole negligence or willful misconduct of any Indemnitee; (iii) pertaining to the process by which the Contractor was selected, the exclusive franchise hereunder was granted, or this Agreement was entered into or approved by the County, or the County's authority to do any of the same.

11.9 DAMAGE BY CONTRACTOR

If the Contractor's employees or Subcontractors cause any injury, damage or loss to the County property, including but not limited to the County streets or curbs, other than normal wear and tear from routine operations and as set forth in Article 5, the Contractor shall reimburse the County for the County's cost of repairing such injury, damage or loss. Such reimbursement is not in derogation of any right of the County

to be indemnified by the Contractor for any such injury, damage or loss. With the prior written approval of the County, the Contractor may repair the damage at the Contractor's sole cost and expense.

11.10 SURVIVAL

The Contractor's indemnity obligations shall survive the expiration or termination of this Agreement and continue until such obligations have been fully satisfied by the resolution of all claims for which indemnity obligations are owed to the County.

11.11 INSURANCE

- A. Commercial General Liability.** The Contractor shall, at its sole cost and expense, procure, maintain and keep in full force and effect during the life of this Agreement commercial general liability (CGL), and if necessary, commercial umbrella liability insurance in an amount not less than Thirty One Million Dollars (\$31,000,000) for each occurrence and general aggregate and Products/Completed Operations aggregate limits of liability coverage of not less than Thirty Two Million Dollars (\$32,000,000).

CGL insurance shall be written on ISO occurrence form CG 00 01 04 13 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). with

County shall be included as an additional insured under the CGL, using ISO additional insured endorsement CG 20 10 07/04 and CG 20 37 07/04 or a substitute providing equivalent coverage, and under the commercial umbrella, if any.

This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to County. There shall be no endorsement or modification of the CGL to make it excess over other available insurance; alternatively, if the CGL states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insured.

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability assumed under a contract.

Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant to the first paragraph of this section 11.11 (A). Insurer shall endorse CGL policy as required to waive subrogation against County.

Furthermore, the commercial general liability policy will contain a separation of insureds provision specifying that the policy will apply separately to each insured against whom claim is made or suit is brought.

- B. Commercial Automobile Liability.** The Contractor shall procure, maintain and keep in full force and effect during the life of this Agreement, automobile liability insurance and, if necessary, commercial umbrella liability insurance for owned, leased, hired or borrowed automobiles in an amount not less than Thirty One Million Dollars (\$31,000,000) combined single limit bodily injury and property damage for each accident.

Coverage as required in the first paragraph of section 11.11 (B) shall be written on ISO form CA 00 01, CA 00 05, CA 00 25, or a substitute form providing equivalent liability coverage.

Pollution liability coverage at least as broad as that provided under the ISO pollution liability—broadened coverage for covered autos endorsement (CA 99 48) shall be provided, and the Motor Carrier Act endorsement (MCS 90) shall be attached.

Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the automobile liability or commercial umbrella liability insurance obtained by Tenant pursuant to this agreement.

- C. Workers' Compensation and Employer's Liability.** The Contractor shall procure, maintain and keep in full force and effect during the life of this Agreement workers' compensation coverage in an amount not less than the State statutory limits and employers' liability insurance in an amount not less than One Million Dollars (\$1,000,000) each accident for bodily injury by accident or One Million Dollars (\$1,000,000) each employee for bodily injury by disease. Contractor waives all rights against County and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by the workers compensation and employer's liability or commercial umbrella liability insurance obtained by Tenant pursuant to this agreement. Contractor shall obtain an endorsement equivalent to WC 00 03 13 to affect this waiver.

- D. Pollution and Remediation Legal Liability for all sites Owned or Operated by Contractor Claims Made.** The Contractor shall procure, maintain and keep in full force and effect during the life of this Agreement Pollution and Remediation Legal Liability insurance applicable to bodily injury; property damage, including loss of use of damaged property or of property that has not been physically injured or destroyed; transit exposures, off-site cleanup costs; and defense, including costs and expenses incurred in the investigation, defense, or settlement of claim; arising out of pollution condition at on or under the covered site. Coverage shall be maintained in an amount not less than Fifteen Million (\$15,000,000).

Coverage as required above shall apply to sudden and non-sudden pollution conditions resulting from the escape or release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids, or gases, waste materials, or other irritants, contaminants, or pollutants.

Said Pollution and Remediation Legal Liability insurance shall be on a claims-made form

and any retroactive date shall be prior to the date Contractor first began providing services in the County as the exclusive franchisee for solid waste collection services. Said Pollution and Remediation Legal Liability insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of this Agreement.

If pollution liability insurance coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a "Retro Date" prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of this Agreement.

The Contractor shall procure, maintain and keep in full force and effect during the life of this Agreement any other insurance required by law. The limits of insurance herein shall not limit the liability of the CONTACTOR.

The Pollution Legal Liability policy required in 11.11 D above shall include coverage for contracting operations for the collection, transportation, temporary storage and disposal of the waste. Coverage to include unloading and loading of the waste, and all forms of transportation. The coverage is to apply to pollution conditions arising out of the services under this Agreement for liability arising for bodily injury, property damage including natural resource damage liability and off-site cleanup costs.

- E. Policy.** The policy or policies shall be issued by an insurer licensed to do business in the State. Minimum insurance company ratings as determined by the most current edition of the Best's Key Rating Guide/Property-casualty/United States should be A- (Secure Best's Rating) and VIII (Financial Size Category).
- F. Deductibles or Self-Insured Retentions.** Any deductibles or self-insured retentions applicable to the above required insurance policies, shall be for the account of the Contractor and paid entirely by Contractor without contributions from County.
- G. Additional Requirements.** The type and amount of coverage, including the amount of the self-insured retentions, required hereunder may be amended in the future to limits reasonably required by the County (such amendment to be considered a County-Directed Change and handled pursuant to Article 5.5). The Contractor shall provide the County an endorsement to its insurance policies specifically naming the County, its officers, officials, agents, independent contractors, employees and volunteers as additional insureds under the commercial general liability and automobile liability policies, providing coverage for claims that arise out of the work or operations performed by or on behalf of the Contractor or that in any way concerns this Collection Service Agreement and include coverage for the additional insureds for both ongoing and completed operations so long as the liability of an additional insured arises out of the work of the named insured, or so long as an additional insured's liability arises out of the named insured's performance of this Agreement. The Contractor shall not utilize an omnibus endorsement, but shall provide an endorsement that specifically names the County, its officers, officials, agents, independent contractors, employees and volunteers as additional insureds under the policy. The additional insured endorsement shall not contain any provisions not included

in the additional insured forms referenced in this agreement which limit or restrict coverage for the additional insureds beyond the extent set forth in this Agreement. Upon commencement of this Agreement, the County shall receive, at a minimum, a certificate of insurance along with policy forms endorsements confirming coverage required under this agreement.

Upon request from County, the Contractor shall provide County a certificate of insurance (including any endorsements required by this agreement) within ten (10) Business days following receipt of a written request from the County for the same. The required insurance certificate and required policy endorsements shall be filed by the Contractor with the County Clerk prior to the commencement of the Contractor's operations under this Agreement, which certificate and endorsements shall reflect the coverage as set forth herein. Following the binding of any policy of insurance, the Contractor shall deliver a new certificate with policy endorsements from the insurance company to the County Clerk. The general liability, Pollution and Remediation Legal Liability, excess liability, umbrella liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. **Primary Insurance.** For any claims related to this Agreement the Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, agents, independent contractors, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
 2. **Notification of Cancellation.** The Contractor is required to notify the County by certified mail, return receipt requested, of the cancellation, non-renewal or material change of any insurance coverage or policy immediately upon receiving notice of cancellation, non-renewal or material change. Where such notice is not provided by the insurer, Contractor shall provide the notice directly.
- H. **Subcontractors.** Any Subcontractor(s), independent contractor(s) or any type of agent(s) performing or hired to perform any term or condition of this Agreement on behalf of the Contractor, or as may be allowed by this Agreement, hereinafter referred to as "SECONDARY PARTIES," shall comply with required insurance as determined by Contractor to be adequate and applicable to the work to be performed by the SECONDARY PARTIES. Furthermore, the Contractor shall be responsible for the SECONDARY PARTIES' acts, omissions and satisfactory performance of the terms and conditions of this Agreement.
- I. **Occurrence-based coverage and Thirty-Day Notice.** Except for the pollution liability policy, which is written on a claims-made basis, each insurance policy required by this clause shall be occurrence-based or an alternate form as approved by the County and endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been received by the County, except ten (10) days' notice

will apply to cancellation for non-payment of premium. Where such notice is not provided by the insurer, Contractor shall provide the notice directly.

- J. **Proof of Insurance.** Proof of insurance shall be mailed to the following address or any subsequent address as may be directed in writing by the County.

Address to be added upon execution of Agreement

- K. **Modification of Insurance Requirements.** The insurance requirements provided in this Agreement may be modified or waived by the County, in writing, upon the request of the Contractor if the County determines such modification or waiver is in the best interest of the County considering all relevant factors, including exposure to the County.
- L. **Rights of Subrogation.** All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against the County with the express intention of the Parties being that the required insurance coverage protects both Parties as the primary coverage for any and all losses covered by the above-described insurance. The Contractor shall ensure that any companies issuing insurance to cover the requirements contained in this Agreement agree that they shall have no recourse against the County for payment or assessments in any form on any policy of insurance. The clauses 'Other Insurance Provisions' and 'Insured Duties in the Event of an Occurrence, Claim or Suit' as it appears in any policy of insurance in which the County is named as an additional insured shall not apply to the County.
- M. **Failure to Obtain Insurance.** The failure of the Contractor to obtain and maintain any required insurance shall not relieve Contractor of any liability under this Agreement (and the Contractor may be answerable to the County for damages or any other remedy on account of such breach) nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations of the Contractor concerning indemnification.
- N. **No Limitation of Liability.** By requiring insurance herein, County does not represent that coverage and limits will necessarily be adequate to protect Contractor, and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities granted to County in this contract.

11.12 PERFORMANCE BOND

Unless waived by the County in writing, the Contractor shall furnish to the County, and keep current, a performance bond in a form with language that is acceptable to the County, for the faithful performance of this Agreement and all obligations arising hereunder in an amount of Two Hundred and Fifty Thousand and 00/100 Dollars (\$250,000.00). In the event the performance bond is waived by the County and the Contractor takes any action, or allows any action to be taken, which falls under the provisions of Article 13.10 entitled "ASSIGNMENT," waiver of the performance bond as set forth in Article 11.12 herein, is automatically and immediately rescinded and the Contractor shall have ten (10) calendar days to obtain the performance bond required herein and provide proof of such performance bond to the County.

- A. **Requirements.** The performance bond shall be executed by a surety company that is: acceptable to the County; an admitted surety company licensed to do business in the

State; has an "A:VII" or better rating by A. M. Best or Standard and Poor's; and included on the list of surety companies approved by the Treasurer of the United States.

- B. Letter of Credit.** As an alternative to the performance bond discussed in Article 11.12, with the County's approval, the Contractor may deposit with the County an irrevocable letter of credit in an amount as set forth in Article 11.12. If allowed, the letter of credit must be issued by an FDIC insured banking institution chartered to do business in the State, in the County's name, and be callable at the discretion of the County.

ARTICLE 12: DEFAULT AND REMEDIES

12.1 EVENTS OF DEFAULT

All provisions of this Agreement are considered material. Each of the following shall constitute an event of default.

- A. Fraud or Deceit.** The Contractor practices, or attempts to practice, any fraud or deceit upon the County.
- B. Insolvency or Bankruptcy.** The Contractor becomes insolvent, unable, or unwilling to pay its debts, or upon listing of an order for relief in favor of the Contractor in a bankruptcy proceeding.
- C. Failure to Provide and Maintain Bonds/Letter of Credit and Coverage.** The Contractor fails to provide or maintain the performance bond or letter of credit, if required by this Agreement, or if the Contractor fails to provide or maintain in full force and affect the workers' compensation, liability, or indemnification coverage as required by this Agreement.
- D. Violations of Regulation.** The Contractor violates any orders of any regulatory body having authority over Contractor relative to this Agreement, provided that the Contractor may contest any such orders or filings by appropriate proceedings conducted in good faith, in which case no breach or default of this Agreement shall be deemed to have occurred unless and until the regulatory body or court determines Contractor violated such order or filing.
- E. Violations of Applicable Law.** The Contractor violates Applicable Law relative to this Agreement.
- F. Failure to Perform Direct Services.** The Contractor completely ceases to provide Collection, transportation, or Processing services as required under this Agreement for a period of two (2) consecutive calendar days or more, for any reason within the control of the Contractor.
- G. Failure to Perform Customer Service as Required.** The Contractor fails to perform Customer Service as required in Section 8.8 and Section 8.9 of this Agreement.
- H. Failure to Pay or Report.** The Contractor fails to make any payments to the County as required under this Agreement including payment of County fees, surcharges or Liquidated Damages or refuses to provide the County with required information, reports, and/or records in a timely manner as provided for in this Agreement.

- I. **Acts or Omissions.** Any other act or omission by the Contractor which violates the terms, conditions, or requirements of this Agreement, or any law, statute, ordinance, order, directive, rule, or regulation issued thereunder and which is not corrected or remedied within the time set in the written notice of the violation or, if the Contractor cannot reasonably correct or remedy the breach within the time set forth in such notice, if the Contractor should fail to commence to correct or remedy such violation within the time set forth in such notice and diligently effect such correction or remedy thereafter.
- J. **False, Misleading, or Inaccurate Statements.** Any representation or disclosure made to the County by the Contractor in connection with or as an inducement to entering into this Agreement, or any future amendment to this Agreement, which proves to be false or misleading in any material respect as of the time such representation or disclosure is made, whether or not any such representation or disclosure appears as part of this Agreement; and, any Contractor- provided report containing a misstatement, misrepresentation, data manipulation, or an omission of fact or content explicitly defined by this Agreement, excepting non-numerical typographical and grammatical errors.
- K. **Seizure or Attachment.** There is a seizure of, attachment of, or levy on, some or all of the Contractor's operating equipment, including without limits its equipment, maintenance or office facilities, Approved Facility, or any part thereof.
- L. **Suspension or Termination of Service.** There is any complete termination or suspension of the transaction of business by the Contractor related to this Agreement, including without limit, due to labor unrest including strike, work stoppage or slowdown, sick-out, picketing, or other concerted job action lasting more than five (5) calendar days.
- M. **Criminal Activity.** The Contractor, its officers, managers, or employees are found guilty of criminal activity.
- N. **Assignment without Approval.** The Contractor transfers or assigns this Agreement without the expressed written approval of the County unless the assignment is permitted without approval of the County pursuant to Article 13.10 of this Agreement.
- O. **Failure to Provide Proposal or Implement Change in Service.** The Contractor fails to provide a proposal for new services or changes to services or fails to implement a change in service as requested by the County as specified in Article 5.5.
- P. **Failure to Perform Any Obligation.** The Contractor fails to perform any obligation established under this Agreement.

12.2 RIGHT TO TERMINATE UPON EVENT OF DEFAULT

The County may terminate this Agreement immediately upon written notice to the Contractor in the event the Contractor defaults under Article 12.1.C entitled, "Failure to Provide and Maintain Bonds/Letters of Credit and Coverage."

The Contractor shall be given ten (10) Business Days from written notification by the County to cure any default which, in the County's sole opinion, creates a potential public health and safety threat.

The Contractor shall be given ten (10) Business Days from written notification by the County to cure any default arising under subsections E, F, G, J, K, and L in Article 12.1 and thirty (30) calendar days from written notification by the County to cure any other default. Should the Contractor commit the same

material breach of this Agreement within a twenty-four-month period, the Contractor shall be given five (5) Business Days to cure such breach and the Contractor shall meet and confer with the County, in good faith, to establish a corrective action plan necessary to resolve the performance failure. The corrective action plan may include escalating liquidated damages established by the County for failure to implement the required corrective action plan. Further, if there are additional breaches of such performance obligation within twenty-four months of the event triggering this provision, and Contractor has failed to diligently implement the corrective action plan, then County may terminate this Agreement without providing Contractor an opportunity to cure.

Failure to allege breach/default shall not constitute waiver by the County.

12.3 COUNTY'S REMEDIES IN THE EVENT OF DEFAULT

Upon the Contractor's default, the County has the following remedies in the event of the Contractor default:

- A. Waiver of Default.** The County may waive any event of default or may waive Contractor's requirement to cure a default event if the County determines that such waiver would be in the best interest of the County. The County's waiver of an event of default is not a waiver of future events of default that may have the same or similar conditions.
- B. Suspension of the Contractor's Obligation.** The County may suspend Contractor's performance of its obligations if the Contractor fails to cure default in the time frame specified in Article 12.2 until such time the Contractor can provide assurance of performance in accordance with the terms of this Agreement.
- C. Liquidated Damages.** The County may assess Liquidated Damages for the Contractor's failure to meet specific performance standards pursuant to Article 12.6.
- D. Termination.** In the event that the Contractor should default and fail to cure as provided in Section 12.2, then the County may, at their option, terminate this Agreement and/or hold a hearing at its governing body meeting to determine whether this Agreement should be terminated. In the event the County decides to terminate this Agreement, the County shall serve twenty (20) calendar days written notice of its intention to terminate upon Contractor. In the event the County exercises its right to terminate this Agreement, the County may, at its option, upon such termination, either directly undertake performance of the services or arrange with other Persons to perform the services with or without a written agreement. This right of termination is in addition to any other rights of the County upon a failure of the Contractor to perform its obligations under this Agreement.

Contractor shall not be entitled to any further revenues from Collection operations authorized hereunder from and after the date of termination.
- E. Other Available Remedies.** The County's election of one (1) or more of the remedies described herein shall not limit the County from any and all other remedies at law and in equity including injunctive relief, etc.

12.4 POSSESSION OF RECORDS UPON TERMINATION

In the event of termination for an event of default, the Contractor shall furnish the Contract Administrator with immediate temporary access for a period of time to be determined by the County, to all of its

business records, including without limitation, proprietary Contractor computer systems reports, related to its Customers, Collection routes, and billing of accounts for Collection services.

12.5 COUNTY'S REMEDIES CUMULATIVE; SPECIFIC PERFORMANCE

The County's rights to terminate this Agreement under Article 12.3, and to take possession of the Contractor's records under Article 12.4 are not exclusive, and the County's termination of this Agreement and/or the imposition of Liquidated Damages shall not constitute an election of remedies. Instead, these rights shall be in addition to any and all other legal and equitable rights and remedies, including but not limited to termination, which the County may have.

By virtue of the nature of this Agreement, the urgency of timely, continuous, and high-quality service; the lead time required to effect alternative service; and, the rights granted by the County to the Contractor, the remedy of damages for a breach hereof by the Contractor is inadequate and the County shall be entitled to injunctive relief (including but not limited to specific performance).

12.6 PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES

- A. General.** The Contractor acknowledges and agrees that one of the County's primary goals in entering into this Agreement is to ensure that the provided Collection Services are of the highest quality; that Service Recipient satisfaction remains at the highest level; that maximum diversion levels are achieved in consideration of economic benefit; that fees for service remain competitive; and, that materials Collected are put to the highest and best use to the extent feasible.
- B. Service Performance Standards: Liquidated Damages for Failure to Meet Standards.** The Parties further acknowledge that consistent and reliable Collection Service is of utmost importance to the County and that the County has considered and relied on Contractor's representations as to its quality-of-service commitment in entering into this Agreement with it. The Parties further recognize that some quantified standards of performance are necessary and appropriate to ensure consistent and reliable service and performance. The Parties further recognize that if the Contractor fails to achieve the performance standards or fails to submit required documents in a timely manner, the County and the County's residents and businesses will suffer damages and that it is and will be impractical and extremely difficult to ascertain and determine the exact amount of damages. Therefore, without prejudice to the County's right to treat such non-performance as an event of default under Article 12, the Parties agree that the liquidated damages amount defined below represent reasonable estimates of the amount of such damages considering all of the circumstances existing on the effective date of this Agreement, including the relationship of the sums to the range of harm to the County, Customers and the community as a whole that reasonably could be anticipated and the anticipation that proof of actual damages would be costly or impractical. In placing their initials at the places provided, each Party specifically confirms the accuracy of the statements made above and the fact that each Party has had ample opportunity to consult with legal counsel and obtain an explanation of the liquidated damage provisions at the time that this Agreement was made.

County Initial Here _____ Contractor Initial Here _____

C. Procedure for Assessing Liquidated Damages.

1. The County may determine the occurrence of events giving rise to liquidated damages through the observation of its own employees or representatives, investigation of Customer complaints or self-reporting by the Contractor.
2. Prior to assessing liquidated damages, and within thirty (30) days of becoming aware of such violation, the County shall give Contractor notice of its intention to do so. The notice will include a brief description of the incident(s)/non-performance. The Contractor may review and make copies at its own expense of all information in the possession of the County relating to incident(s)/non-performance. The Contractor shall not be liable to pay liquidated damages with respect to any violation or incident of non-performance that occurs more than thirty (30) days before notice is given to the Contractor except in those instances where the County determines to its satisfaction that the Contractor knowingly perpetrated the violation or incident of non-performance. The Contractor may, within ten (10) working days after receiving notice, request a meeting with the County to present evidence regarding the accuracy of the facts related to the incident. If a meeting is requested, it shall be held by the Contract Administrator or his/her designee. The Contractor may present evidence in writing and through testimony of its employees and others relevant to the incident(s)/non-performance. The Contract Administrator or designee will provide Contractor with a written explanation of his or her determination on each incident(s)/non-performance prior to authorizing the assessment of liquidated damages. The decision of the Contract Administrator or designee may be appealed to the County. The decision of the County shall be final and the Contractor shall have been deemed to have exhausted its administrative remedies and can thereafter challenge such ruling in court. The Contractor shall not be liable to pay liquidated damages with respect to any violation or incident of substandard performance as described in Article 12.7 entitled "Excuse from Performance" herein or occurring after termination of this Agreement or while the County (or any third party authorized by the County) is performing interim Collection Services except for items 3., 4., 5., 10., 12., or 17., in the tables below occurring after termination of this Agreement.
3. The Contractor shall pay any Liquidated Damages assessed by the County within ten (10) Business Days of the date the Liquidated Damages are assessed. If they are not paid within the ten (10) Business Day period, the County may proceed against the performance bond required by this Agreement, order the termination of the rights granted by this Agreement, or all of the above.

- D.** The Contractor agrees to pay (as Liquidated Damages and not as a penalty) the following amounts:

LIQUIDATED DAMAGES		
Item		Amount
1.	Failure or neglect to resolve a Customer complaint relating to missed Collection within the time set forth in Article 8.8, or failure to initially respond to any other type of Customer complaint within one (1) Work Day.	\$300.00 per incident per Service Recipient.
2.	Failure to clean up spillage or litter caused by the Contractor within the time set forth in Article 7.5.	\$300.00 per incident per location.
3.	Failure to repair damage to Customer property caused by the Contractor or its personnel.	\$500.00 per incident per location in addition to the reasonable cost of repair if not paid by the Contractor prior to the assessment of this liquidated damage.
4.	Failure to repair, or reimburse the County for, damage to the County property, other than normal wear and tear from routine operations, caused by the Contractor or its personnel, as provided in Article 11.9.	\$500.00 per incident in addition to the reasonable cost of repair if not paid by the Contractor prior to the assessment of this liquidated damage.
5.	Failure to maintain or timely submit to the County all quarterly and annual reports by the deadlines set forth in Article 8.9.	\$250.00 per incident per day for each day after the report(s) are due.
6.	Failure or neglect to complete at least ninety percent (90%) of a route within the County (i.e., Collect at least 90% of properly set out Carts or Bins on the route) on the regular scheduled Collection Service day unless addressed in Article 12.7, Excuse for Performance, herein.	\$1,000.00 for each route not completed.
7.	Failure to notify Customers of changes in route days as required by Article 7.4.	\$50.00 per Customer per day to a maximum of \$1,000.00 per occurrence.
8.	Failure to repair or replace damaged Carts or Bins within the time required by Article 7.10.	\$100.00 per incident per day to a maximum of \$500.00 per occurrence.
9.	Failure to deliver or exchange Carts or Bins within the time required by Article 7.10.C.	\$100.00 per incident per day to a maximum of \$500.00 per occurrence.

LIQUIDATED DAMAGES		
Item		Amount
10.	Failure to maintain or timely submit to the County or County's designated agent all documents and reports required under the provisions of this Agreement.	\$250.00 per incident per day.
11.	Failure to display Contractor's name and customer service phone number on Collection vehicles for a period exceeding thirty (30) calendar days.	\$100.00 per incident per day.
12.	Commingling Solid Waste with Recyclable Materials in Collection Vehicles.	\$1,000.00 per incident.
13.	Disposal of Recyclable Materials in the Disposal Facility except as provided in this Agreement.	\$1,000.00 per load.
14.	Failure to deliver any Collected materials to the County approved Disposal Facility, Materials Recovery Facility, or Transfer Station, as appropriate, except as otherwise expressly provided in this Agreement.	\$5,000.00 first failure \$25,000.00 each subsequent failure.
15.	Ceasing a program or part of a program for longer than thirty (30) days without written permission of the Contract Administrator, unless otherwise permitted under this Agreement.	\$1,000 per day beginning with the 31 st day.
16.	Failure to report non-County materials separately in the MRF diversion figures.	\$5,000 per incident

12.7 EXCUSE FROM PERFORMANCE

The Parties shall be excused from performing their respective obligations hereunder and from any obligation to pay Liquidated Damages to the extent and for the period of time they are prevented from so performing by reason of floods, earthquakes, other acts of nature, war, civil insurrection, riots, acts of any government (including judicial action), and other similar catastrophic events which are beyond the control of and not the fault of the Party claiming excuse from performance hereunder. In the case of labor unrest or job action directed at a third party over whom Contractor has no control, the inability of the Contractor to provide services in accordance with this Agreement due to the unwillingness or failure of the third party to: (i) provide reasonable assurance of the safety of the Contractor's employees while providing such services; or, (ii) make reasonable accommodations with respect to Container placement and point of Delivery, time of Collection, or other operating circumstances to minimize any confrontation with pickets or the number of Persons necessary to make Collections shall, to that limited extent, excuse performance. The foregoing excuse shall be conditioned on the Contractor's cooperation in performing Collection services at different times and in different locations. Further, in the event of labor unrest, including but not limited to strike, work stoppage or slowdown, sickout, picketing, or other concerted job action conducted by the Contractor's employees or directed at the Contractor, or a subsidiary, the Contractor shall be excused from performance for the first five (5) days of such labor unrest.

The Party claiming excuse from performance shall, within two (2) calendar days after such Party has notice of such cause, give the other Party notice of the facts constituting such cause and asserting its claim to excuse under this Article.

If either Party validly exercises its rights under this Article, the Parties hereby waive any claim against each other for any damages sustained thereby.

The partial or complete interruption or discontinuance of the Contractor's services caused by one (1) or more of the events described in this Article shall not constitute a default by the Contractor under this Agreement. Notwithstanding the foregoing, however, if the Contractor is excused from performing all of its obligations hereunder for any of the causes listed in this Article for a period of thirty (30) calendar days or more, the County shall nevertheless have the right, in its sole discretion, to terminate this Agreement by giving ten (10) Business Days' notice to the Contractor, in which case the provisions of Article 12.3 shall apply.

12.8 RIGHT TO DEMAND ASSURANCES OF PERFORMANCE

The Parties acknowledge that it is of the utmost importance to the County and the health and safety of all those members of the public residing or doing business within the County who will be adversely affected by interrupted waste management service, that there is no material interruption in services provided under this Agreement.

If the Contractor: (i) is the subject of any labor unrest including work stoppage or slowdown, sick-out, picketing or other concerted job action; (ii) appears in the reasonable judgment of the County to be unable to regularly pay its bills as they become due; or, (iii) is the subject of a civil or criminal judgment or order entered by a Federal, State, regional or local agency for violation of an Applicable Law, and the County believes in good faith that the Contractor's ability to perform under this Agreement has thereby been placed in substantial jeopardy, the County may, at their sole option and in addition to all other remedies it may have, demand from the Contractor reasonable assurances of timely and proper performance of this Agreement, in such form and substance as the County believes in good faith is reasonably necessary in the circumstances to evidence continued ability to perform under this Agreement. If the Contractor fails or refuses to provide satisfactory assurances of timely and proper performance in the form and by the date required by the County, such failure or refusal shall be an event of default for purposes of Article 12.1.

ARTICLE 13: OTHER AGREEMENTS OF THE PARTIES

13.1 LEGAL REPRESENTATION

It is acknowledged that each Party was, or had the opportunity to be, represented by counsel in the preparation of and contributed equally to the terms and conditions of this Agreement and, accordingly, the rule that a contract or Agreement shall be interpreted strictly against the party preparing the same shall not apply herein due to the joint contributions of both Parties.

13.2 FINANCIAL INTEREST

The Contractor warrants and represents that no elected official, officer, agent or employee of the County has a financial interest, directly or indirectly, in this Agreement or the compensation to be paid under it and, further, that no County employee who acts in the County as a purchasing agent, nor any elected or appointed officer of the County, nor any spouse or child of such purchasing agent, employee or elected or appointed officer, is a partner, officer, director or proprietor of the Contractor and, further, that no such County employee, purchasing agent, County elected or appointed officer, or the spouse or child of any of them, alone or in combination, has a material interest in the Contractor. Material interest means direct or indirect ownership of more than five percent (5%) of the total assets or capital stock of the Contractor.

13.3 CONTRACTOR NOT OFFICER, EMPLOYEE OR AGENT

- A. CONTRACTOR IS INDEPENDENT CONTRACTOR.** It is understood and agreed, and it is the intention of the Parties hereto, that the Contractor is an independent contractor, and is not an officer, employee, or agent of the County for any purpose whatsoever. The County shall have no right to and shall not control the manner and method by which the franchise services are performed by Contractor herein, except as otherwise provided in this Agreement. The Contractor shall be entirely and solely responsible for its acts and the acts of its agents, employees, Subcontractors engaged in the performance of services hereunder. The Contractor shall have no claim under this Agreement or otherwise against the County for vacation pay, sick leave, retirement benefits, social security, workers' compensation, disability, or unemployment insurance benefits or other employee benefits of any kind. The Parties acknowledge that the County shall not withhold from the Contractor's compensation any funds for income tax, FICA, disability insurance, unemployment insurance, or similar withholding and the Contractor is solely responsible for the timely payment of all such taxes and related payments to the State and federal government for itself and its employees, agents, and Subcontractors who might render services in connection with this Agreement. The Contractor shall inform all entities or Persons who perform any services pursuant to this Agreement of the provisions of this Article.
- B. CONTRACTOR RESPONSIBILITY TO AND FOR ITS OFFICERS, AGENTS EMPLOYEES, THE CONTRACTORS AND SUBCONTRACTORS.** The Contractor shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors, and Subcontractors, if any. Neither the Contractor nor its officers, employees, agents, contractors, or Subcontractors shall obtain any right to retirement benefits, workers' compensation benefits, or any other compensation or benefits which accrue to the County employees and the Contractor expressly waives any claim it may have or acquire to such compensation or benefits.

13.4 CONTRACTOR'S USE OF SUBCONTRACTOR

The use of a Subcontractor to perform services under this Agreement shall not constitute delegation of the Contractor's duties provided that the Contractor has received prior written authorization from the

Contract Administrator to subcontract such services and the Contract Administrator has approved a Subcontractor who will perform such services. The Contractor shall be responsible for directing the work of the Contractor's Subcontractors and any compensation due or payable to the Contractor's Subcontractor shall be the sole responsibility of the Contractor. The Contract Administrator shall have the right to require the removal of any approved Subcontractor for reasonable cause.

13.5 COMPLIANCE WITH LAW

The Contractor shall at all times, at its sole cost, comply with all Applicable Laws, permits and licenses of the United States, State, County, and the County and with all applicable regulations promulgated by Federal, State, regional or local administrative and regulatory agencies, now in force and as they may be enacted, issued or amended during the Term. Nothing contained in this Agreement shall require any Party to perform any act or function contrary to law, or limit the laws with which the Party must comply.

- A. PERMITS AND LICENSES.** The Contractor shall obtain, at its own expense, all permits, licenses and approvals required by law or ordinance, and shall maintain such permits, licenses and approvals in full force and effect throughout the Term of this Agreement. The Contractor shall provide proof of such permits, licenses or approvals and shall demonstrate compliance with the terms and conditions of such permits, licenses and approvals upon the request of the Contract Administrator.
- B. NOTICE OF AMENDMENT TO COUNTY MUNICIPAL CODE.** The County shall provide written notice to the Contractor of any planned amendment of the Storey County Municipal Code of Ordinances that would substantially affect Contractor's obligations or the performance of the Contractor's services pursuant to this Agreement. Such notice shall be provided at least thirty (30) calendar days prior to the Board's approval of such an amendment.

13.6 GOVERNING LAW

The law of the State shall govern the rights, obligations, duties and liabilities of the County and the Contractor under this Agreement and shall govern the interpretation of this Agreement.

13.7 LITIGATION

In the event of any litigation arising out of this Agreement, the prevailing Party in such action shall be entitled to recover its reasonable costs and expenses including, without limitation, reasonable attorneys' fees and costs paid or incurred in good faith. The "prevailing Party," for purposes of this Agreement, shall be deemed to be that Party who obtains substantially the result sought, whether by settlement, dismissal or judgment.

13.8 JURISDICTION

The Parties agree that any litigation between the County and the Contractor concerning or arising out of this Agreement shall be filed and maintained exclusively in the courts of Nevada. Each Party consents to service of process in any manner authorized by law.

13.9 BINDING ON SUCCESSORS

The provisions of this Agreement shall inure to the benefit to and be binding on the successors and permitted assigns of the Parties.

13.10 ASSIGNMENT

Neither Party shall assign its rights nor delegate or otherwise transfer its obligations under this Agreement to any other Person without the prior written consent of the other Party. Any such assignment made without the consent of the other Party shall be void and the attempted assignment shall constitute a material breach of this Agreement.

For purposes of this Article, "assignment" shall include, but not be limited to: (i) a sale, exchange or other transfer of substantially all of the Contractor's local, regional, and/or corporate assets dedicated to service under this Agreement to a third party; (ii) a sale, exchange or other transfer of ten (10) percent or more of the local, regional, and/or corporate assets, stock, or ownership of the Contractor to a Person (other than a transfer of shares in the Contractor by the owner of such shares to a revocable trust for the benefit of his family or to another owner of shares in the Contractor) except that no cumulative sale, exchange, or transfer of shares may exceed twenty (20) percent during the Term of this Agreement (other than a transfer of shares in the Contractor by the owner of such shares to a revocable trust for the benefit of his family or to another owner of shares in the Contractor); (iii) any reorganization, consolidation, merger, recapitalization, stock issuance or re-issuance, voting trust, pooling agreement, escrow arrangement, liquidation or other transaction to which the Contractor or any of its shareholders is a party which results in a change of ownership or control of ten (10) percent or more of the value or voting rights in the local, regional, and/or corporate stock of the Contractor; (iv) divestiture of an Affiliate (e.g., trucking company, materials recovery facility, transfer station, etc.) used by the Contractor to fulfill its obligations under this Agreement; and, (v) any combination of the foregoing (whether or not in related or contemporaneous transactions) which has the effect of any such transfer or change of local, regional, and/or corporate ownership and/or control of the Contractor. For purposes of this Article, the term "proposed assignee" shall refer to the proposed transferee(s) or other successor(s) in interest pursuant to the assignment.

The Contractor acknowledges that this Agreement involves rendering a vital service to the County's residents and businesses, and that the County has selected Contractor to perform the services specified herein based on: (i) Contractor's experience, skill, and reputation for conducting its Solid Waste and Recyclables management operations in a safe, effective, and responsible fashion, at all times in keeping with applicable waste management laws, regulations, and good waste management practices; and, (ii) Contractor's financial resources on a local, regional, and/or corporate level to maintain the required equipment and to support its indemnity obligations to the County under this Agreement. The County has relied on each of these factors, among others, in choosing the Contractor to perform the services to be rendered by the Contractor under this Agreement.

If the Contractor requests the County consideration of and consent to an assignment, the County may deny or approve such request in their complete discretion. No request by the Contractor for consent to an assignment need be considered by the County unless and until Contractor has met the following requirements. The County may, in its sole discretion, waive one (1) or more of these requirements.

- A.** On the date the Contractor submits a written request for the County written consent of an assignment, the Contractor shall pay the County a transfer fee in the amount of one (1)

percent of the Gross Billings for the most-recently completed Rate Year. The transfer fee shall be returned to the Contractor if the County denies consent.

- B. The Contractor shall undertake to pay the County its reasonable expenses for attorneys', consultants', accountants' fees, staff time, and investigation costs necessary to investigate the suitability of any proposed assignee, and to review and finalize any documentation required as a condition for approving any such assignment.
- C. The Contractor shall furnish the County with audited financial statements of the proposed assignee's operations for the immediately preceding three (3) operating years.
- D. The Contractor shall furnish the County with satisfactory proof: (i) that the proposed assignee has at least ten (10) years of Solid Waste, Recyclable Materials, and Transfer Station management experience on a scale equal to or exceeding the scale of operations conducted by the Contractor under this Agreement; (ii) that in the last five (5) years, the proposed assignee has not suffered any citations or other censure from any Federal, State or local agency. The Contractor having jurisdiction over its waste management operations due to any significant failure to comply with State, Federal or local waste management laws and that the assignee has provided the County with a complete list of such citations and censures; (iii) that the proposed assignee has at all times conducted its operations in an environmentally safe and conscientious fashion; (iv) that the proposed assignee conducts its operations and management practices in accordance with sound waste management practices in full compliance with all Federal, State, and local laws regulating the Collection, transportation, Processing and Disposal of Solid Waste and Recyclable Materials, including Hazardous Waste; and, (v) that any other information required by the County demonstrates that the proposed assignee can fulfill the terms of this Agreement in a timely, safe and effective manner.
- E. The Contractor shall provide the County with any and all additional records or documentation which, in the County's sole determination, would facilitate the review of the proposed assignment.

Under no circumstances shall any proposed assignment be considered by the County if the Contractor is in default at any time during the period of consideration. If, in the County's sole determination, there is any doubt regarding the compliance of the Contractor with this Agreement, the County may require an audit of the Contractor's compliance and the costs of such audit shall be paid by the Contractor in advance of the performance of said audit.

13.11 NO THIRD-PARTY BENEFICIARIES

This Agreement is not intended to, and will not be construed to, create any right on the part of any third party to bring an action to enforce any of its terms.

13.12 WAIVER

Waiver by the County or the Contractor of any breach for violation of any term, covenant or condition of this Agreement shall not be deemed to be a waiver of any other term, covenant or condition or any subsequent breach or violation of the same or of any other term, covenant or condition. The subsequent acceptance by the County of any fee, tax, or any other monies which may become due from the Contractor to the County shall not be deemed to be a waiver by the County of any breach for violation of any term, covenant or condition of this Agreement.

13.13 TRANSITION TO NEXT CONTRACTOR

Requirements in Event of Transition. In the event the Contractor is not awarded an Agreement to continue to provide Collection Services following the expiration or early termination of this Agreement, the Contractor shall cooperate fully with the County and any subsequent contractors to assure a smooth transition of services described in this Agreement. Unless otherwise agreed by the County and the Contractor, such cooperation shall consist of: (a) providing the following information to the subsequent contractor: routing information, route maps, vehicle fleet information (if the subsequent contractor buys the Contractor's vehicle fleet), a list of Service Recipients' contact information and their respective Service Levels, a complete inventory of all Carts and Bins (if the subsequent Contractor buys the Contractor's Carts and Bins), and any other information deemed necessary by the County; and (b) providing adequate labor and equipment to complete performance of all Collection Services required under this Agreement. The Contractor shall not be eligible for the recovery of any costs associated with these transition activities. However, if the Contractor is requested to provide additional transition services outside the scope of this Collection Service Agreement the Contractor shall be compensated for such services at an amount to be agreed upon between the County and the Contractor prior to the provision of those services.

13.14 CONTRACTOR'S RECORDS

- A. Maintenance of Financial Records.** The Contractor shall maintain eight (8) years of any and all letters, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to Service Recipients for a minimum period of five (5) years, or for any longer period required by law, from the date of final payment to the Contractor pursuant to this Agreement.
- B. Maintenance of Performance Records.** The Contractor shall maintain eight (8) years of all documents and records which demonstrate performance under this Agreement for a minimum period of five (5) years, or for any longer period required by law, from the date of termination or completion of this Agreement.
- C. Availability of Records.** Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit at any time during regular business hours upon written request by the Contract Administrator, the County Attorney, County Auditor, County Manager, or a designated representative of any of these officers. Copies of such documents shall be provided to the County for inspection at the County offices when it is practical to do so. Otherwise, unless an alternative site is mutually agreed upon, the records shall be available at the Contractor's address indicated for receipt of notices in this Agreement.
- D. Provision of Requested or Demanded Records.** Where the County has reason to believe that such records or documents may be lost or discarded due to the dissolution, disbandment or termination of the Contractor's business, the County may, by written request or demand of any of the above-named officers, require that custody of the records be given to the County and that the records and documents be maintained in County Hall. Within ten (10) Business Days after receiving the County's written request or demand, the Contractor shall provide the County all requested records and documents

reasonably necessary to determine compliance with this Agreement. The County shall make those records and documents available to the Contractor, the Contractor's representatives, or Contractor's successor-in-interest at County Hall during regular operating hours.

13.15 NOTICE PROCEDURES

Except as provided herein, whenever either Party desires to give notice to the other, it must be given by written notice addressed to the Party for whom it is intended, at the place last specified as the place for giving of notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective Persons and places for giving of notice:

As to the County:

As to the Contractor:

- A.** Notices shall be effective when received at the address as specified above. Changes in the respective address to which such notice is to be directed may be made by written notice only. Facsimile transmission is acceptable notice, effective when received, however, facsimile transmissions received (i.e. printed) after 4:30 p.m. or on weekends or Holidays, will be deemed received on the next Business Day. Receipt is deemed to have taken place within three (3) work days of notice mailed by U.S. Postal Service return receipt requested. The original of items that are transmitted by facsimile equipment must also be mailed as required herein.
- B.** Notice by the County to the Contractor of a Collection or other Service Recipient problem or complaint may be given to the Contractor orally by telephone at the Contractor's local office with confirmation sent as required above by the end of the work day.

ARTICLE 14: MISCELLANEOUS AGREEMENTS

14.1 ENTIRETY OF AGREEMENT

This Agreement and the Exhibits attached hereto constitute the entire Agreement and understanding between the Parties hereto, and it shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by the Parties hereto.

14.2 SEVERABILITY

If any provision of this Agreement or the application of it to any Person or situation shall to any extent be held invalid or unenforceable, the remainder of this Agreement and the application of such provisions to Persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected, shall continue in full force and effect, and shall be enforced to the fullest extent permitted by law.

14.3 RIGHT TO REQUIRE PERFORMANCE

The failure of the County at any time to require performance by the Contractor of any provision hereof shall in no way affect the right of the County thereafter to enforce same. Nor shall waiver by the County of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

14.4 NON-DISCRIMINATION

In the performance of all work and services under this Agreement, the Contractor shall not discriminate against any Person on the basis of such Person's race, sex, color, national origin, religion, marital status, age, disability or sexual orientation. The Contractor shall comply with all applicable local, State and federal laws and regulations regarding nondiscrimination, including those prohibiting discrimination in employment.

14.5 ALL PRIOR AGREEMENTS SUPERSEDED

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, contracts and understandings applicable to the matters contained in this Agreement and the Parties agree that there are no commitments, agreements, contracts or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms of this Agreement shall be predicated upon any prior representations, agreements or contracts, whether oral or written.

14.6 HEADINGS

The article headings and section headings in this Agreement are for convenience of reference only and are not to be considered in any interpretation of this Agreement.

14.7 EXHIBITS

Each Exhibit referred to in this Agreement forms an essential part of this Agreement. Each such Exhibit is a part of this Agreement and each is incorporated by this reference.

14.8 REFERENCES TO LAWS

All references in this Agreement to laws and regulations shall be understood to include such laws as they may be subsequently amended or recodified, unless otherwise specifically provided herein.

14.9 EFFECTIVE DATE

This Agreement shall become effective at such time as it is properly executed by the County and the Contractor and the Contractor shall begin Collection Services, as covered herein, as of DATE.

14.10 AMENDMENTS

This Agreement may not be modified or amended in any respect except in writing signed by the Parties.

IN WITNESS WHEREOF, the County and the Contractor have executed this Agreement on the day and year first written above.

STOREY COUNTY

CONTRACTOR

_____	_____	_____	_____
Storey County Commission Chairman	Date	Signature	Date

		Name, Title	

The foregoing Agreement has been reviewed and approval is recommended:

Resolution No. _____ Approved by Board of County Commissioners

Approved as to Form:

_____	_____
Insert Name County Attorney	Date

EXHIBIT 1: MAXIMUM SERVICE RATES

DRAFT

EXHIBIT 2: RATE ADJUSTMENT METHODOLOGY

DRAFT

EXHIBIT 3: INITIAL DISPOSAL INDEX

DRAFT

EXHIBIT 4: LIST OF COUNTY SERVICE LOCATIONS

- SCSD
- Community Chest
- All County owned Buildings
 - Include list of all service addresses, bin sizes, and number of days per week
- Trash Containers on C Street and D Street

DRAFT

EXHIBIT 5: LIST OF RECYCLABLE MATERIALS

The following list of Recyclable Materials may be updated upon agreement of the County and the Contractor.

Example:

- All Fiber Materials
- Cardboard
- PET #1 Plastic
- HDPE #2 Plastic
- Other Plastics
- Ferrous Metals
- Non-Ferrous Metals

DRAFT

EXHIBIT 6: INTER-LOCAL AGREEMENT WITH THE COMMUNITY OF LOCKWOOD

DRAFT

EXHIBIT 7: CONTRACTOR'S PROPOSAL

DRAFT



Board of Storey County Commissioners Agenda Action Report

**Meeting date: 9/5/2023 10:00 AM -
BOCC Meeting**

Estimate of Time Required: 5 mins

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and possible approval of Resolution No. 23-705, a resolution setting grade and salary range of employees fixed by ordinance or resolution per NRS 245.045 for appointed Storey County officials for the 2023-23 fiscal year and superseding prior year action by resolution for appointed Storey County employees with the addition of Schedule B for the intermittent/less than parttime employees of the county.
- **Recommended motion:** I (commissioner) move to approve Resolution No. 23-705, a resolution setting grade and salary range of employees fixed by ordinance or resolution per NRS 245.045 for appointed Storey County officials for the 2023-23 fiscal year and superseding prior year action by resolution for appointed Storey County employees with the addition of Schedule B for the intermittent/less than parttime employees of the county.
- **Prepared by:** Brandie Lopez

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

- **Staff Summary:** The General Salary Schedule is adjusted accordingly on a year-by-year basis to account for cost-of-living and to maintain consistency in the county’s classification plan. If there is a PERS increase, said increase is shared equally between Storey County and the employees in accordance with NRS 286.421(3)(a)(1). Intermittent/less than parttime employees do not contribute to PERS therefore the PERS increase should not affect their cost-of-living adjustment.
- **Supporting Materials:** See attached
- **Fiscal Impact:** Yes
- **Legal review required:** False
- **Reviewed by:**

_____ Department Head

Department Name:

_____ County Manager

Other Agency Review: _____

- **Board Action:**

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

RESOLUTION NO. 23-705

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

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

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

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

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

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

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

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

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

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

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

Government Affairs Director	\$30,000 (salary split 50/50 with SCSD)
Justice of the Peace	\$ 89,500

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

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

WHEREAS, if there is a PERS increase, said increase will be shared equally between Storey County and the employee in accordance with NRS 286.421 (3) (a) (1) [and will be so reflected on Salary Schedule A. Salary Schedule B will not be impacted by any changes in PERS contributions.](#)

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

This resolution shall be effective on the 5th day of September 2023.

PROPOSED AND ADOPTED this 5th day of September 2023.

THOSE VOTING AYE:

THOSE VOTING NAY:

STOREY COUNTY

BOARD OF COUNTY COMMISSIONERS:

 Jay Carmona, Chairman

ATTEST:

 CLERK TO THE BOARD

Part-Time Non Rep													
	1	Plus 2%	1 (7/2023)	Hourly Step 1	2	3	4	5	6	7	8	9	10
97	28,510.09	570.20	29,080.29	\$ 13.98	30,098.10	31,151.54	32,241.84	33,370.31	34,538.27	35,747.11	36,998.25	38,293.19	39,633.45
98	29,237.62	36.55	29,274.17	\$ 14.07	30,298.76	31,359.22	32,456.79	33,592.78	34,768.53	35,985.43	37,244.92	38,548.49	39,897.69
99	29,987.89	37.48	30,025.37	\$ 14.44	31,076.26	32,163.93	33,289.67	34,454.81	35,660.72	36,908.85	38,200.66	39,537.68	40,921.50
100	30,760.89	38.45	30,799.34	\$ 14.81	31,877.32	32,993.02	34,147.78	35,342.95	36,579.95	37,860.25	39,185.36	40,556.85	41,976.34
101	31,556.62	39.45	31,596.07	\$ 15.19	32,701.93	33,846.50	35,031.13	36,257.22	37,526.22	38,839.64	40,199.02	41,605.99	43,062.20
102	32,375.10	40.47	32,415.56	\$ 15.58	33,550.11	34,724.36	35,939.72	37,197.61	38,499.52	39,847.01	41,241.65	42,685.11	44,179.09
103	33,216.30	41.52	33,257.82	\$ 15.99	34,421.85	35,626.61	36,873.54	38,164.12	39,499.86	40,882.36	42,313.24	43,794.20	45,327.00
104	34,057.51	42.57	34,100.08	\$ 16.39	35,293.58	36,528.86	37,807.37	39,130.63	40,500.20	41,917.71	43,384.83	44,903.30	46,474.91
105	34,921.45	43.65	34,965.10	\$ 16.81	36,188.88	37,455.49	38,766.44	40,123.26	41,527.57	42,981.04	44,485.38	46,042.36	47,653.85
106	35,808.13	44.76	35,852.89	\$ 17.24	37,107.74	38,406.51	39,750.74	41,142.02	42,581.99	44,072.36	45,614.89	47,211.41	48,863.81
107	36,717.54	45.90	36,763.44	\$ 17.67	38,050.16	39,381.91	40,760.28	42,186.89	43,663.43	45,191.65	46,773.36	48,410.43	50,104.79
108	37,649.69	47.06	37,696.75	\$ 18.12	39,016.14	40,381.70	41,795.06	43,257.89	44,771.92	46,338.93	47,960.80	49,639.42	51,376.80
109	38,627.31	48.28	38,675.59	\$ 18.59	40,029.24	41,430.26	42,880.32	44,381.13	45,934.47	47,542.18	49,206.16	50,928.37	52,710.86
110	39,629.59	49.54	39,679.13	\$ 19.08	41,067.90	42,505.27	43,992.96	45,532.71	47,126.36	48,775.78	50,482.93	52,249.83	54,078.58
111	40,620.33	50.78	40,671.11	\$ 19.55	42,094.59	43,567.90	45,092.78	46,671.03	48,304.51	49,995.17	51,745.00	53,556.08	55,430.54
112	41,635.82	52.04	41,687.86	\$ 20.04	43,146.94	44,657.08	46,220.08	47,837.78	49,512.11	51,245.03	53,038.61	54,894.96	56,816.28
113	42,676.74	53.35	42,730.09	\$ 20.54	44,225.64	45,773.54	47,375.61	49,033.76	50,749.94	52,526.19	54,364.60	56,267.36	58,236.72
114	43,743.65	54.68	43,798.33	\$ 21.06	45,331.27	46,917.87	48,559.99	50,259.59	52,018.68	53,839.33	55,723.71	57,674.04	59,692.63
115	44,837.23	56.05	44,893.28	\$ 21.58	46,464.54	48,090.80	49,773.98	51,516.07	53,319.13	55,185.30	57,116.78	59,115.87	61,184.93
116	45,958.17	57.45	46,015.62	\$ 22.12	47,626.16	49,293.08	51,018.34	52,803.98	54,652.12	56,564.94	58,544.72	60,593.78	62,714.56
117	47,107.12	58.88	47,166.00	\$ 22.68	48,816.81	50,525.40	52,293.79	54,124.07	56,018.42	57,979.06	60,008.33	62,108.62	64,282.42
118	48,284.80	60.36	48,345.16	\$ 23.24	50,037.24	51,788.54	53,601.14	55,477.18	57,418.88	59,428.54	61,508.54	63,661.34	65,889.49
119	49,491.93	61.86	49,553.79	\$ 23.82	51,288.18	53,083.26	54,941.18	56,864.12	58,854.36	60,914.27	63,046.27	65,252.88	67,536.74
120	50,729.23	63.41	50,792.64	\$ 24.42	52,570.38	54,410.35	56,314.71	58,285.72	60,325.72	62,437.13	64,622.42	66,884.21	69,225.16
121	51,997.44	65.00	52,062.44	\$ 25.03	53,884.62	55,770.58	57,722.55	59,742.84	61,833.84	63,998.03	66,237.96	68,556.29	70,955.76
122	53,297.39	66.62	53,364.01	\$ 25.66	55,231.75	57,164.86	59,165.63	61,236.43	63,379.71	65,598.00	67,893.93	70,270.21	72,729.67
123	54,629.82	68.29	54,698.11	\$ 26.30	56,612.54	58,593.98	60,644.77	62,767.34	64,964.19	67,237.94	69,591.27	72,026.96	74,547.91
124	55,995.57	69.99	56,065.56	\$ 26.95	58,027.86	60,058.83	62,160.89	64,336.52	66,588.30	68,918.89	71,331.06	73,827.64	76,411.61
125	57,395.45	71.74	57,467.19	\$ 27.63	59,478.55	61,560.30	63,714.91	65,944.93	68,253.00	70,641.85	73,114.32	75,673.32	78,321.89
126	58,830.35	73.54	58,903.89	\$ 28.32	60,965.52	63,099.32	65,307.79	67,593.57	69,959.34	72,407.92	74,942.20	77,565.17	80,279.95
127	60,301.10	75.38	60,376.48	\$ 29.03	62,489.65	64,676.79	66,940.48	69,283.40	71,708.31	74,218.11	76,815.74	79,504.29	82,286.94
128	61,808.61	77.26	61,885.87	\$ 29.75	64,051.88	66,293.69	68,613.97	71,015.46	73,501.00	76,073.54	78,736.11	81,491.87	84,344.09
129	63,353.86	79.19	63,433.05	\$ 30.50	65,653.21	67,951.07	70,329.36	72,790.89	75,338.57	77,975.42	80,704.56	83,529.22	86,452.74
130	64,937.69	81.17	65,018.86	\$ 31.26	67,294.52	69,649.83	72,087.57	74,610.64	77,222.01	79,924.78	82,722.15	85,617.43	88,614.04
131	66,561.13	83.20	66,644.33	\$ 32.04	68,976.88	71,391.07	73,889.76	76,475.90	79,152.56	81,922.90	84,790.20	87,757.86	90,829.38
132	68,225.16	85.28	68,310.44	\$ 32.84	70,701.31	73,175.85	75,737.01	78,387.80	81,131.38	83,970.97	86,909.96	89,951.81	93,100.12
133	69,930.78	87.41	70,018.19	\$ 33.66	72,468.83	75,005.24	77,630.42	80,347.49	83,159.65	86,070.24	89,082.70	92,200.59	95,427.61
134	71,679.06	89.60	71,768.66	\$ 34.50	74,280.56	76,880.38	79,571.19	82,356.19	85,238.65	88,222.01	91,309.78	94,505.62	97,813.32
135	73,471.03	91.84	73,562.87	\$ 35.37	76,137.57	78,802.38	81,560.47	84,415.08	87,369.61	90,427.55	93,592.51	96,868.25	100,258.64
136	75,307.82	94.13	75,401.95	\$ 36.25	78,041.02	80,772.46	83,599.50	86,525.48	89,553.87	92,688.25	95,932.34	99,289.98	102,765.12
137	77,190.51	96.49	77,287.00	\$ 37.16	79,992.04	82,791.76	85,689.48	88,688.61	91,792.71	95,005.45	98,330.65	101,772.22	105,334.25
138	79,120.28	98.90	79,219.18	\$ 38.09	81,991.85	84,861.57	87,831.72	90,905.83	94,087.54	97,380.60	100,788.92	104,316.53	107,967.61
139	81,098.30	101.37	81,199.67	\$ 39.04	84,041.66	86,983.12	90,027.53	93,178.49	96,439.74	99,815.13	103,308.66	106,924.46	110,666.82
140	83,125.76	103.91	83,229.67	\$ 40.01	86,142.71	89,157.70	92,278.22	95,507.96	98,850.74	102,310.51	105,891.38	109,597.58	113,433.49
141	85,203.88	106.50	85,310.38	\$ 41.01	88,296.25	91,386.62	94,585.15	97,895.63	101,321.98	104,868.24	108,538.63	112,337.49	116,269.30
142	87,333.99	109.17	87,443.16	\$ 42.04	90,503.67	93,671.30	96,949.79	100,343.03	103,855.04	107,489.97	111,252.12	115,145.94	119,176.05
143	89,517.34	111.90	89,629.24	\$ 43.09	92,766.26	96,013.08	99,373.54	102,851.61	106,451.42	110,177.22	114,033.42	118,024.59	122,155.45
144	91,755.27	114.69	91,869.96	\$ 44.17	95,085.41	98,413.40	101,857.87	105,422.90	109,112.70	112,931.64	116,884.25	120,975.20	125,209.33
145	94,049.15	117.56	94,166.71	\$ 45.27	97,462.55	100,873.74	104,404.32	108,058.47	111,840.51	115,754.93	119,806.35	123,999.58	128,339.56
146	96,400.39	120.50	96,520.89	\$ 46.40	99,899.12	103,395.59	107,014.44	110,759.94	114,636.54	118,648.82	122,801.53	127,099.58	131,548.07
147	98,810.40	123.51	98,933.91	\$ 47.56	102,396.60	105,980.48	109,689.80	113,528.94	117,502.45	121,615.04	125,871.57	130,277.07	134,836.77
148	101,280.63	126.60	101,407.23	\$ 48.75	104,956.48	108,629.96	112,432.01	116,367.13	120,439.98	124,655.38	129,018.32	133,533.96	138,207.65
149	103,812.66	129.77	103,942.43	\$ 49.97	107,580.41	111,345.73	115,242.83	119,276.32	123,451.00	127,771.78	132,243.79	136,872.33	141,662.86
150	106,407.97	133.01	106,540.98	\$ 51.22	110,269.91	114,129.36	118,123.89	122,258.23	126,537.26	130,966.07	135,549.88	140,294.13	145,204.42
151	109,068.18	136.34	109,204.52	\$ 52.50	113,026.67	116,982.61	121,077.00	125,314.69	129,700.71	134,240.23	138,938.64	143,801.49	148,834.54
152	111,794.89	139.74	111,934.63	\$ 53.81	115,852.35	119,907.18	124,103.93	128,447.57	132,943.23	137,596.24	142,412.11	147,396.54	152,555.42
153	114,589.77	143.24	114,733.01	\$ 55.16	118,748.66	122,904.87	127,206.54	131,658.76	136,266.82	141,036.16	145,972.43	151,081.46	156,369.31
154	117,454.50	146.82	117,601.32	\$ 56.54	121,717.36	125,977.47	130,386.68	134,950.22	139,673.48	144,562.05	149,621.72	154,858.48	160,278.53

155	120,390.86	150.49	120,541.35	\$ 57.95	124,760.30	129,126.91	133,646.35	138,323.97	143,165.31	148,176.09	153,362.26	158,729.94	164,285.48
156	123,400.65	154.25	123,554.90	\$ 59.40	127,879.32	132,355.10	136,987.53	141,782.09	146,744.46	151,880.52	157,196.34	162,698.21	168,392.65
157	126,485.65	158.11	126,643.76	\$ 60.89	131,076.29	135,663.96	140,412.20	145,326.62	150,413.06	155,677.51	161,126.23	166,765.64	172,602.44
158	129,647.79	162.06	129,809.85	\$ 62.41	134,353.19	139,055.56	143,922.50	148,959.79	154,173.38	159,569.45	165,154.38	170,934.78	176,917.50
159	132,888.99	166.11	133,055.10	\$ 63.97	137,712.03	142,531.95	147,520.57	152,683.79	158,027.72	163,558.69	169,283.25	175,208.16	181,340.45
160	136,211.23	170.26	136,381.49	\$ 65.57	141,154.85	146,095.27	151,208.60	156,500.90	161,978.43	167,647.68	173,515.35	179,588.38	185,873.98
161	139,616.50	174.52	139,791.02	\$ 67.21	144,683.71	149,747.64	154,988.80	160,413.41	166,027.88	171,838.86	177,853.22	184,078.08	190,520.81
162	143,106.91	178.88	143,285.79	\$ 68.89	148,300.80	153,491.32	158,863.52	164,423.74	170,178.57	176,134.83	182,299.54	188,680.03	195,283.83
163	146,684.59	183.36	146,867.95	\$ 70.61	152,008.32	157,328.62	162,835.12	168,534.35	174,433.05	180,538.20	186,857.04	193,397.04	200,165.93
164	150,351.70	187.94	150,539.64	\$ 72.37	155,808.53	161,261.83	166,905.99	172,747.70	178,793.87	185,051.65	191,528.46	198,231.96	205,170.08
165	154,110.50	192.64	154,303.14	\$ 74.18	159,703.75	165,293.38	171,078.65	177,066.40	183,263.72	189,677.95	196,316.68	203,187.77	210,299.34

NON-Rep chart

	1 (7/2023)	Hourly Step 1	2	Hourly Step 2	3	Hourly Step 3	4	Hourly Step 4	5	Hourly Step 5	6	Hourly Step 6	7	Hourly Step 7	8	Hourly Step 8	9	Hourly Step 9	10	Hourly Step 10
97	28,545.73	\$ 13.72	29,544.83	\$ 14.20	30,578.90	\$ 14.70	31,649.16	\$ 15.22	32,756.88	\$ 15.75	33,903.37	\$ 16.30	35,089.99	\$ 16.87	36,318.14	\$ 17.46	37,589.27	\$ 18.07	38,904.90	\$ 18.70
98	29,274.17	\$ 14.07	30,298.76	\$ 14.57	31,359.22	\$ 15.08	32,456.79	\$ 15.60	33,592.78	\$ 16.15	34,768.53	\$ 16.72	35,985.43	\$ 17.30	37,244.92	\$ 17.91	38,548.49	\$ 18.53	39,897.69	\$ 19.18
99	30,025.37	\$ 14.44	31,076.26	\$ 14.94	32,163.93	\$ 15.46	33,284.67	\$ 16.00	34,454.81	\$ 16.56	35,660.72	\$ 17.14	36,908.85	\$ 17.74	38,200.66	\$ 18.37	39,537.68	\$ 19.01	40,921.50	\$ 19.67
100	30,799.34	\$ 14.81	31,877.32	\$ 15.33	32,993.02	\$ 15.86	34,147.78	\$ 16.42	35,342.95	\$ 16.99	36,579.95	\$ 17.59	37,860.25	\$ 18.20	39,185.36	\$ 18.84	40,556.85	\$ 19.50	41,976.34	\$ 20.18
101	31,596.07	\$ 15.19	32,701.93	\$ 15.72	33,846.50	\$ 16.27	35,031.13	\$ 16.84	36,257.22	\$ 17.43	37,526.22	\$ 18.04	38,839.64	\$ 18.67	40,199.02	\$ 19.33	41,605.99	\$ 20.00	43,062.20	\$ 20.70
102	32,415.56	\$ 15.58	33,550.11	\$ 16.13	34,724.36	\$ 16.69	35,939.72	\$ 17.28	37,197.61	\$ 17.88	38,499.52	\$ 18.51	39,847.01	\$ 19.16	41,241.65	\$ 19.83	42,685.11	\$ 20.52	44,179.09	\$ 21.24
103	33,257.82	\$ 15.99	34,421.85	\$ 16.55	35,626.61	\$ 17.13	36,873.54	\$ 17.73	38,164.12	\$ 18.35	39,499.86	\$ 18.99	40,882.36	\$ 19.65	42,313.24	\$ 20.34	43,794.20	\$ 21.05	45,327.00	\$ 21.79
104	34,100.08	\$ 16.39	35,293.58	\$ 16.97	36,528.86	\$ 17.56	37,807.37	\$ 18.18	39,130.63	\$ 18.81	40,500.20	\$ 19.47	41,917.71	\$ 20.15	43,384.83	\$ 20.86	44,903.30	\$ 21.59	46,474.91	\$ 22.34
105	34,965.10	\$ 16.81	36,188.88	\$ 17.40	37,455.49	\$ 18.01	38,766.44	\$ 18.64	40,123.26	\$ 19.29	41,527.57	\$ 19.97	42,981.04	\$ 20.66	44,485.38	\$ 21.39	46,042.36	\$ 22.14	47,653.85	\$ 22.91
106	35,852.89	\$ 17.24	37,107.74	\$ 17.84	38,406.51	\$ 18.46	39,750.74	\$ 19.11	41,142.02	\$ 19.78	42,581.99	\$ 20.47	44,072.36	\$ 21.19	45,614.89	\$ 21.93	47,211.41	\$ 22.70	48,863.81	\$ 23.49
107	36,763.44	\$ 17.67	38,050.16	\$ 18.29	39,381.91	\$ 18.93	40,760.28	\$ 19.60	42,186.89	\$ 20.28	43,663.43	\$ 20.99	45,191.65	\$ 21.73	46,773.36	\$ 22.49	48,410.43	\$ 23.27	50,104.79	\$ 24.09
108	37,696.75	\$ 18.12	39,016.14	\$ 18.76	40,381.70	\$ 19.41	41,795.06	\$ 20.09	43,257.89	\$ 20.80	44,771.92	\$ 21.52	46,338.93	\$ 22.28	47,960.80	\$ 23.06	49,639.42	\$ 23.87	51,376.80	\$ 24.70
109	38,675.59	\$ 18.59	40,029.24	\$ 19.24	41,430.26	\$ 19.92	42,880.32	\$ 20.62	44,381.13	\$ 21.34	45,934.47	\$ 22.08	47,542.18	\$ 22.86	49,206.16	\$ 23.66	50,928.37	\$ 24.48	52,710.86	\$ 25.34
110	39,679.13	\$ 19.08	41,067.90	\$ 19.74	42,505.27	\$ 20.44	43,992.96	\$ 21.15	45,532.71	\$ 21.89	47,126.36	\$ 22.66	48,775.78	\$ 23.45	50,482.93	\$ 24.27	52,249.83	\$ 25.12	54,078.58	\$ 26.00
111	40,671.11	\$ 19.55	42,094.59	\$ 20.24	43,567.90	\$ 20.95	45,092.78	\$ 21.68	46,671.03	\$ 22.44	48,304.51	\$ 23.22	49,995.17	\$ 24.04	51,745.00	\$ 24.88	53,556.08	\$ 25.75	55,430.54	\$ 26.65
112	41,687.86	\$ 20.04	43,146.94	\$ 20.74	44,657.08	\$ 21.47	46,220.08	\$ 22.22	47,837.78	\$ 23.00	49,512.11	\$ 23.80	51,245.03	\$ 24.64	53,038.61	\$ 25.50	54,894.96	\$ 26.39	56,816.28	\$ 27.32
113	42,730.09	\$ 20.54	44,225.64	\$ 21.26	45,773.54	\$ 22.01	47,375.61	\$ 22.78	49,033.76	\$ 23.57	50,749.94	\$ 24.40	52,526.19	\$ 25.25	54,364.60	\$ 26.14	56,267.36	\$ 27.05	58,236.72	\$ 28.00
114	43,798.33	\$ 21.06	45,331.27	\$ 21.79	46,917.87	\$ 22.56	48,559.99	\$ 23.35	50,259.59	\$ 24.16	52,018.68	\$ 25.01	53,839.33	\$ 25.88	55,723.71	\$ 26.79	57,674.04	\$ 27.73	59,692.63	\$ 28.70
115	44,893.28	\$ 21.58	46,464.54	\$ 22.34	48,090.80	\$ 23.12	49,773.98	\$ 23.93	51,516.07	\$ 24.77	53,319.13	\$ 25.63	55,185.30	\$ 26.53	57,116.78	\$ 27.46	59,115.87	\$ 28.42	61,184.93	\$ 29.42
116	46,015.62	\$ 22.12	47,626.16	\$ 22.90	49,293.08	\$ 23.70	51,018.34	\$ 24.53	52,803.98	\$ 25.39	54,652.12	\$ 26.28	56,564.94	\$ 27.19	58,544.72	\$ 28.15	60,593.78	\$ 29.13	62,714.56	\$ 30.15
117	47,166.00	\$ 22.68	48,816.81	\$ 23.47	50,525.40	\$ 24.29	52,293.79	\$ 25.14	54,124.07	\$ 26.02	56,018.42	\$ 26.93	57,979.06	\$ 27.87	60,008.33	\$ 28.85	62,108.62	\$ 29.86	64,282.42	\$ 30.91
118	48,345.16	\$ 23.24	50,037.24	\$ 24.06	51,788.54	\$ 24.90	53,601.14	\$ 25.77	55,477.18	\$ 26.67	57,418.88	\$ 27.61	59,428.54	\$ 28.57	61,508.54	\$ 29.57	63,661.34	\$ 30.61	65,889.49	\$ 31.68
119	49,553.79	\$ 23.82	51,288.18	\$ 24.66	53,083.26	\$ 25.52	54,941.18	\$ 26.41	56,864.12	\$ 27.34	58,854.36	\$ 28.30	60,914.27	\$ 29.29	63,046.27	\$ 30.31	65,252.88	\$ 31.37	67,536.74	\$ 32.47
120	50,792.64	\$ 24.42	52,570.38	\$ 25.27	54,410.35	\$ 26.16	56,314.71	\$ 27.07	58,285.72	\$ 28.02	60,325.72	\$ 29.00	62,437.13	\$ 30.02	64,622.42	\$ 31.07	66,884.21	\$ 32.16	69,225.16	\$ 33.28
121	52,062.44	\$ 25.03	53,884.62	\$ 25.91	55,770.58	\$ 26.81	57,722.55	\$ 27.75	59,742.84	\$ 28.72	61,833.84	\$ 29.73	63,998.03	\$ 30.77	66,237.96	\$ 31.85	68,556.29	\$ 32.96	70,955.76	\$ 34.11
122	53,364.01	\$ 25.66	55,231.75	\$ 26.55	57,164.86	\$ 27.48	59,165.63	\$ 28.45	61,236.43	\$ 29.44	63,379.71	\$ 30.47	65,598.00	\$ 31.54	67,893.93	\$ 32.64	70,270.21	\$ 33.78	72,729.67	\$ 34.97
123	54,698.11	\$ 26.30	56,612.54	\$ 27.22	58,593.98	\$ 28.17	60,644.77	\$ 29.16	62,767.34	\$ 30.18	64,964.19	\$ 31.23	67,237.94	\$ 32.33	69,591.27	\$ 33.46	72,026.96	\$ 34.63	74,547.91	\$ 35.84
124	56,065.56	\$ 26.95	58,027.86	\$ 27.90	60,058.83	\$ 28.87	62,160.89	\$ 29.89	64,336.52	\$ 30.93	66,588.30	\$ 32.01	68,918.89	\$ 33.13	71,331.06	\$ 34.29	73,827.64	\$ 35.49	76,411.61	\$ 36.74
125	57,467.19	\$ 27.63	59,478.55	\$ 28.60	61,560.30	\$ 29.60	63,714.91	\$ 30.63	65,944.93	\$ 31.70	68,253.00	\$ 32.81	70,641.85	\$ 33.96	73,114.32	\$ 35.15	75,673.32	\$ 36.38	78,321.89	\$ 37.65
126	58,903.89	\$ 28.32	60,965.52	\$ 29.31	63,099.32	\$ 30.34	65,309.79	\$ 31.40	67,593.57	\$ 32.50	69,959.34	\$ 33.63	72,407.92	\$ 34.81	74,942.20	\$ 36.53	77,565.17	\$ 37.29	80,279.95	\$ 38.60
127	60,376.48	\$ 29.03	62,489.65	\$ 30.04	64,676.79	\$ 31.09	66,940.48	\$ 32.18	69,283.40	\$ 33.31	71,708.31	\$ 34.48	74,218.11	\$ 35.68	76,815.74	\$ 36.93	79,504.29	\$ 38.22	82,286.94	\$ 39.56
128	61,885.87	\$ 29.75	64,051.88	\$ 30.79	66,293.69	\$ 31.87	68,613.97	\$ 32.99	71,015.46	\$ 34.14	73,501.00	\$ 35.34	76,073.54	\$ 36.57	78,736.11	\$ 37.85	81,491.87	\$ 39.18	84,344.09	\$ 40.55
129	63,433.05	\$ 30.50	65,653.21	\$ 31.56	67,951.07	\$ 32.67	70,329.36	\$ 33.81	72,790.89	\$ 35.00	75,338.57	\$ 36.22	77,975.42	\$ 37.49	80,704.56	\$ 38.80	83,529.22	\$ 40.16	86,452.74	\$ 41.56
130	65,018.86	\$ 31.26	67,294.52	\$ 32.35	69,649.83	\$ 33.49	72,087.57	\$ 34.66	74,610.64	\$ 35.87	77,222.01	\$ 37.13	79,924.78	\$ 38.43	82,722.15	\$ 39.77	85,617.43	\$ 41.16	88,614.04	\$ 42.60
131	66,643.44	\$ 32.04	68,976.88	\$ 33.16	71,391.07	\$ 34.32	73,889.76	\$ 35.52	76,475.90	\$ 36.77	79,152.56	\$ 38.05	81,922.90	\$ 39.39	84,790.20	\$ 40.76	87,757.86	\$ 42.19	90,829.38	\$ 43.67
132	68,310.33	\$ 32.84	70,701.31	\$ 33.99	73,175.85	\$ 35.18	75,737.01	\$ 36.41	78,387.80	\$ 37.69	81,131.38	\$ 39.01	83,970.97	\$ 40.37	86,909.96	\$ 41.78	89,951.81	\$ 43.25	93,100.12	\$ 44.76
133	70,018.19	\$ 33.66	72,468.83	\$ 34.84	75,005.24	\$ 36.06	77,630.42	\$ 37.32	80,347.49	\$ 38.63	83,159.65	\$ 39.98	86,070.24	\$ 41.38	89,082.70	\$ 42.83	92,200.59	\$ 44.33	95,427.61	\$ 45.88
134	71,768.66	\$ 34.50	74,280.56	\$ 35.71	76,880.38	\$ 36.96	79,571.19	\$ 38.26	82,356.19	\$ 39.59	85,238.65	\$ 40.98	88,222.01	\$ 42.41	91,309.78	\$ 43.90	94,505.62	\$ 45.44	97,813.32	\$ 47.03
135	73,562.87	\$ 35.37	76,137.57	\$ 36.60	78,802.38	\$ 37.89	81,560.47	\$ 39.21	84,415.08	\$ 40.58	87,369.61	\$ 42.00	90,427.55	\$ 43.47	93,592.51	\$ 45.00	96,868.25	\$ 46.57	100,258.64	\$ 48.20
136	75,401.95	\$ 36.25	78,041.02	\$ 37.52	80,772.46	\$ 38.83	83,599.50	\$ 40.19	86,525.48	\$ 41.60	89,553.87	\$ 43.05	92,688.25	\$ 45.56	95,932.34	\$ 46.12	99,289.98	\$ 47.74	102,765.12	\$ 49.41
137	77,287.00	\$ 37.16	79,992.04	\$ 38.46	82,791.76	\$ 39.80	85,689.48	\$ 41.20	88,688.61	\$ 42.64	91,792.71	\$ 44.13	95,005.45	\$ 45.68	98,330.65	\$ 47.27	101,772.22	\$ 48.93	105,334.25	\$ 50.64
138	79,219.18	\$ 38.09	81,991.85	\$ 39.42	84,861.57	\$ 40.80	87,831.72	\$ 42.23	90,905.83	\$ 43.70	94,087.54	\$ 45.23	97,380.60	\$ 46.82	100,788.92	\$ 48.46	104,316.53	\$ 50.15	107,967.61	\$ 51.91
139	81,199.67	\$ 39.04	84,041.66	\$ 40.40	86,983.12	\$ 41.82	90,027.53	\$ 43.28	93,178.49	\$ 44.80	96,439.74	\$ 46.37	99,815.13	\$ 47.99	103,308.66	\$ 49.67	106,924.46	\$ 51.41	110,666.82	\$ 53.21
140	83,229.67	\$ 40.01	86,142.71	\$ 41.41	89,157.70	\$ 42.86	92,278.22	\$ 44.36	95,507.96	\$ 45.92	98,850.74	\$ 47.52	102,310.51	\$ 49.19	105,891.38	\$ 50.91	109,597.58	\$ 52.69	113,433.49	\$ 54.54
141	85,310.33	\$ 41.01	88,296.25	\$ 42.45	91,386.62	\$ 43.94	94,585.15	\$ 45.47	97,895.63	\$ 47.07	101,321.98	\$ 48.71	104,868.24	\$ 50.42	108,538.63	\$ 52.18	112,337.49	\$ 54.01	116,269.30	\$ 55.90
142	87,443.16	\$ 42.04	90,503.67	\$ 43.51	93,671.30	\$ 45.03	96,949.79	\$ 46.61	100,343.03	\$ 48.24	103,855.04	\$ 49.93	107,489.97	\$ 51.68	110,252.12	\$ 53.49	115,145.94	\$ 55.36	119,176.05	\$ 57.30
143	89,629.24	\$ 43.09	92,766.26	\$ 44.60	96,013															



Board of Storey County Commissioners Agenda Action Report

**Meeting date: 9/5/2023 10:00 AM -
BOCC Meeting**

Estimate of Time Required: 10

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and possible approval of the Schedule of Project Revenue and Net Revenue for the TRI Public-Private Partnership for fiscal years ending June 2021 and 2022 and the payment to Tahoe Reno Industrial Center, LLC in the amount of \$3,666,155.
- **Recommended motion:** I, Commissioner _____, approve the Schedule of Project Revenue and Net Revenue for the TRI Public-Private Partnership for fiscal years ending June 30, 2022. and the payment to Tahoe Reno Industrial Center, LLC in the amount of \$3,666,155.
- **Prepared by:** Jennifer McCain

Department:

Contact Number: 7758471133

- **Staff Summary:** The audit for the Project Revenue and Net Revenue was completed by Connie Christianson CPA for FY22. This audit states the net revenue Storey county collected in sales tax, real and personal property tax, business licenses, building permits, real property transfer taxes, recorder fees, and liquor and gaming license fees total \$14,213,578. Minus the stipulated project costs there is a Net Revenue of \$10,847,694. Revenues from Centrally assessed property tax, utility fees, and waste pickup fees have yet to be determined to date.
- Total vouchers accepted by Storey County Board of Commissioners totals 43,834,600, with cumulative credits and payments totaling \$11,885,895 bringing the total due to \$31,848,705 as of June 30, 2022. The approved outstanding vouchers for reimbursement as of June 30, 2022 is \$7,510,122 Subtracting the payment in FY23 of \$3,843,967 the current total due is \$3,666,155.
- **Supporting Materials:** See attached
- **Fiscal Impact:** yes
- **Legal review required:** False
- **Reviewed by:**

_____ Department Head

Department Name:

_____ County Manager

Other Agency Review: _____

• **Board Action:**

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

Schedules of Project Revenue and Net Revenue
For the Years Ended June 30, 2022 and 2021
TRI Public-Private Partnership

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INDEPENDENT AUDITOR'S REPORT

To the Commissioners of Storey County, Nevada
and the members of Tahoe-Reno Industrial Center, LLC

I have audited the accompanying Schedules of Project Revenue and Net Revenue (Schedules) of the TRI Public-Private Partnership (Project) for the years ended June 30, 2022 and 2021, and the related notes to the schedules.

Management's Responsibility for the Schedules

Storey County is responsible for the preparation and fair presentation of these Schedules in accordance with the development agreement between Storey County, Nevada and Tahoe-Reno Industrial Center, LLC (TRI) dated February 1, 2017, as amended. Storey County is also responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the Schedules that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

My responsibility is to express an opinion on the Schedules based on my audits. I conducted my audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that I plan and perform the audits to obtain reasonable assurance about whether the schedules of project revenue and net revenue are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the Schedules. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the Schedules, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the Schedules in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the Schedules.

I believe that the audit evidence I have obtained is sufficient and appropriate to provide a basis for my audit opinion.

Basis for Qualified Opinion

Included in Stipulation #4 between Storey County, Nevada and Tahoe-Reno Industrial Center, LLC, are provisions to include the portion of centrally assessed property taxes, utility fees, and waste pick-up fees collected by the County and attributable to the Project in the Schedules of Project Revenue and Net Revenue beginning July 1, 2016. I was unable to obtain sufficient appropriate audit evidence about the centrally assessed property taxes, utility fees, and waste pick-up fees for the Project because the information necessary to allocate the revenues was not available. Accordingly, no amounts of centrally assessed property taxes, utility fees, and waste pick-up fees are included in the Schedules of Project Revenue and Net Revenue for the years ended June 30, 2017 through 2022. If the centrally assessed property taxes, utility fees, and waste pick-up fees were recorded, the Project revenue and net revenue would increase.

Qualified Opinion

In my opinion, except for the possible effects of the matter described in the Basis for Qualified Opinion paragraph, the Schedules of Project Revenue and Net Revenue referred to above presents fairly, in all material respects, the Project revenue and net revenue of the TRI Public-Private Partnership for the years ended June 30, 2022 and 2021 in accordance with the financial reporting provisions of the development agreement between Storey County, Nevada and Tahoe-Reno Industrial Center, LLC, as amended.

Basis of Accounting

I draw attention to Note 1 of the Schedules which describes the basis of accounting. The Schedules are prepared by Storey County on the basis of the financial reporting provisions of the development agreement between Storey County, Nevada and Tahoe-Reno Industrial Center, LLC, as amended, which is a basis of accounting other than accounting principles generally accepted in the United States of America, to comply with the financial reporting provisions of the contract referred to above. My opinion is not modified with respect to this matter.

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Other Matters

Supplementary Information

My audits were conducted for the purpose of forming an opinion on the Schedules of Project Revenue and Net Revenue of the TRI Private-Public Partnership as a whole. The accompanying information included in pages 10 through 13 is presented for purposes of additional analysis and is not a required part of the Schedules of Project Revenue and Net Revenue. Such information is the responsibility of Storey County and was derived from and relates directly to the underlying accounting and other records used to prepare the Schedules of Project Revenue and Net Revenue. The information, except for that portion marked, "unaudited," has been subjected to the auditing procedures applied in the audits of the Schedules of Project Revenue and Net Revenue and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the Schedules of Project Revenue and Net Revenue or to the Schedules of Project Revenue and Net Revenue themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In my opinion, except for the information marked, "unaudited," on which I express no opinion or any assurance, and the effects on the supplementary Schedules of Net Project Revenue Reimbursement and Schedules of Reimbursement Limits for the omitted revenue as explained in the Basis for Qualified Opinion paragraph of this report, the supplementary information, is fairly stated in all material respects to the Schedules of Project Revenue and Net Revenue as a whole.

Restriction on Use

My report is intended solely for the information and use of the members and management of the Tahoe-Reno Industrial Center, LLC and the Commissioners and management of Storey County, Nevada, and is not intended to be and should not be used by anyone other than these specified parties.

Reno, Nevada
August 21, 2023

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TRI Public-Private Partnership
Schedules of Project Revenue and Net Revenue
For the Years Ended June 30, 2022 and 2021

	<u>2022</u>	<u>2021</u>
PROJECT REVENUE		
Sales tax	\$ 1,063,418	\$ 623,581
Real and personal property taxes	10,048,507	8,132,737
Business licenses and fees	57,036	78,301
Building and fire permits	2,853,378	583,611
Real property transfer taxes	180,001	69,927
Recorder fees	7,258	7,640
Centrally assessed property (CAP) taxes	-	-
Utility fees	-	-
Waste pick-up fees	-	-
Liquor and gaming license fees	<u>3,980</u>	<u>3,980</u>
Total project revenue	14,213,578	9,499,777
STIPULATED PROJECT COSTS	<u>3,365,884</u>	<u>3,205,604</u>
NET REVENUE	<u>\$ 10,847,694</u>	<u>\$ 6,294,173</u>

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Note 1 - Nature of Activities and Summary of Significant Accounting Policies

On February 1, 2000, Tahoe-Reno Industrial Center, LLC (TRI), along with DP Operating Partnership, L.P., entered into a development agreement with the Storey County, Nevada (County) for the purposes of completing structures, including grading, infrastructure, and all public facilities related to the Tahoe-Reno Industrial Center property. The TRI Public-Private Partnership (Project) represents the commitment between TRI and the County to fund the capital infrastructure costs and local community services required by the development agreement. According to the agreements, TRI was responsible for the construction of the Project public infrastructure, which shall be dedicated to and maintained by the County, such as streets, sidewalks, and streetlights; flood control drainage channels, storm drains, basins, and other related facilities; and County building complexes (i.e., police stations, public works maintenance yards, and administrative offices). TRI was also responsible for the construction of the Project private infrastructure, which shall be dedicated to and maintained by the TRI General Improvement District, such as community water and sewer facilities. The utilities shall be dedicated to the purveyors. The railroad track and related facilities; landscaping of common areas; private trails and parks; and other property not dedicated to the County shall be constructed by TRI and dedicated to the TRI Owners Association. Stipulation #4 entered into between TRI and the County in June 2020, effectuates the dedication of the infrastructure already constructed and waives TRI's obligation to construct an additional fire station and park in exchange for the conveyance of APN 005-041-65 to the County and the waiver of payment of certain outstanding vouchers as discussed in Note 2. The County is responsible for separately recording certain revenue and expenses directly attributable to the Project, approving reimbursable costs, and determining the annual net revenue reimbursement to TRI, if applicable.

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The agreements establish a threshold of \$5,000,000 for the Project net revenue before any reimbursements are made to TRI for Project-related infrastructure costs. This revenue threshold was met during the year ended June 30, 2008. Accordingly, the County is responsible for reimbursing TRI for the outstanding approved Project vouchers up to 35% of the annual net revenue. The County's annual debt is limited to 5% of the Project assessed valuation. See the supplementary schedules on page 12 for the calculation of these limitations.

Reporting Entity

These schedules include only selected financial activity attributable to the Project as agreed upon by TRI and Storey County. Such information has been extracted from the financial records of Storey County, Nevada.

Basis of Accounting

Basis of accounting refers to when revenue and expenditures are recognized in the accounts and reported in the Schedules. For purposes of these Schedules, revenue includes only amounts received by the County within the fiscal year and expenses are based upon a stipulated amount as discussed below.

Project Revenue

Project revenue includes certain taxes and fees recorded by the County from Project-related sources. Project revenue does not include portions of any tax not actually distributed to the County or amounts that are dedicated revenue for earmarked programs not associated with Project services. In addition, certain revenue sources may be included/excluded in Project revenue based on mutual consent of TRI and the County.

Proceeds from certain tax settlements related to businesses within the Project subject to Nevada Revised Statutes (NRS) Chapter 360.750 must be used by the County only for the purposes authorized by NRS 354.6113 or 354.6115. Accordingly, such amounts are not included in Project revenue.

In June 2020, TRI and Storey County entered into Stipulation #4, which identifies additional sources of revenue to be included in the Project revenue beginning July 1, 2016. The additional revenue sources include the following:

- Centrally assessed property taxes as they apply to electric lines and gas pipelines within the Project, excluding the centrally assessed value of the Tracy Power Plant expansion. The Project's portion of centrally assessed property taxes is subject to allocation based upon the percentage of gas and electric line miles within the Project compared to the County totals or other reasonable estimate, and exclude portions of property tax rates levied for Indigent Accident, Indigent Medical, Capital Construction and Youth Services.
- Liquor and Gaming License fees generated from businesses within the Project.
- Utility fees charged by NV Energy to customers within the Project.
- Waste pick-up fees charged by Waste Management to customers within the Project.
- Sales tax, which includes Supplemental City-County Relief Tax (SCCRT) and Basic City-County Relief Tax (BCCRT) that are not legally restricted for specific purposes will be included in Project revenue based upon formula set forth in Stipulation #4. The portion of sales tax included in Project revenue is calculated at 80% of the applicable SCCRT and BCCRT received by the County in excess of the stipulated base amount of \$1,262,247 each year. The base amount is subject to redetermination every 5 years beginning after fiscal year 2025-2026.

No amounts for centrally assessed property taxes, utility fees or waste pick-up fees have been reported in the Schedules of Project Revenue and Net Revenue for the years ended June 30, 2017 through 2022 because of the difficulty of obtaining the necessary information to calculate the amounts attributable to the Project. If practical, these revenue sources beginning July 1, 2016 may be recognized in future Schedules of Project Revenue and Net Revenue as prior period adjustments.

Stipulated Project Costs

In lieu of allocating actual operations and maintenance costs, capital outlay and overhead, TRI and the County have stipulated to a base total of \$1,700,000 for Project costs for the year ended June 30, 2008, with scheduled annual increases of 5%. In accordance with Stipulation #4, beginning July 1, 2016, major expenditures exceeding \$50,000 per project for County road improvements, drainageway improvements, or comprehensive drainage studies in the Project that are not funded by certain

TRI Public-Private Partnership
Notes to Financial Statements
For the Years Ended June 30, 2022 and 2021

dedicated tax funds will increase that year's stipulated project costs. The stipulated project costs for the year ended June 30, 2022 and 2021 did not include any additional major expenditures and total \$3,365,884 and \$3,205,604, respectively.

Use of Estimates

The preparation of the Schedules of Project Revenue and Net Revenue and supplementary schedules includes estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Subsequent Events

Subsequent events have been evaluated through August 21, 2023, which represents the date the Schedules of Project Revenue and Net Revenue were available to be issued. Subsequent events after that date have not been evaluated.

Note 2 - Vouchers

In connection with the development agreement between TRI and Storey County, Nevada, TRI has submitted vouchers for reimbursement of infrastructure costs incurred to the County. Following is a summary of the voucher totals for each of the years ended June 30:

	2022	2021
	<u>(Unaudited)</u>	<u>(Unaudited)</u>
Beginning balance of vouchers accepted by Storey County Board of Commissioners	\$43,834,600	\$43,834,600
Cumulative total approved payments and credits against TRI property taxes	<u>(11,885,895)</u>	<u>(9,481,131)</u>
Total outstanding approved vouchers	<u>\$31,948,705</u>	<u>\$34,353,469</u>

Subsequent to June 30, 2022, vouchers totaling \$3,843,967 were reimbursed through a payment of \$3,713,429 to TRI and property tax credits of \$130,538.

Note 3 - Contingencies and Uncertainties

Stipulation #4 includes a provision that allows for an increase in stipulated project costs in fiscal year 2024/2025 upon the expiration of the Government Services Agreement dated June 2015 between Storey County Fire Protection District and Tesla Motors, Inc. The increase would be equal to the 2024/2025 Fire District Fee paid by Tesla and will be included in the base that shall increase by 5% each year thereafter provided that the fee is not otherwise paid by a third party.

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Supplementary Information

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SCHEDULES OF NET PROJECT REVENUE REIMBURSEMENT

	2022	2021
NET PROJECT REVENUE		
For the year ended June 30, 2002	\$ 622,967	\$ 622,967
For the year ended June 30, 2003	281,152	281,152
For the year ended June 30, 2004	620,102	620,102
For the year ended June 30, 2005	599,079	599,079
For the year ended June 30, 2006	1,095,455	1,095,455
For the year ended June 30, 2007	1,537,981	1,537,981
For the year ended June 30, 2008	1,608,939	1,608,939
For the year ended June 30, 2009	1,844,154	1,844,154
For the year ended June 30, 2010	2,467,573	2,467,573
For the year ended June 30, 2011	2,179,714	2,179,714
For the year ended June 30, 2012	1,672,476	1,672,476
For the year ended June 30, 2013	1,559,563	1,559,563
For the year ended June 30, 2014	2,068,872	2,068,872
For the year ended June 30, 2015	2,486,137	2,486,137
For the year ended June 30, 2016	2,788,141	2,788,141
For the year ended June 30, 2017	3,149,015	3,149,015
For the year ended June 30, 2018	3,905,794	3,905,794
For the year ended June 30, 2019	5,798,197	5,798,197
For the year ended June 30, 2020	6,677,098	6,677,098
For the year ended June 30, 2021	6,294,173	6,294,173
For the year ended June 30, 2022	10,847,694	-
	60,104,276	49,256,582
Revenue threshold	(5,000,000)	(5,000,000)
Total net project revenue reimbursement	55,104,276	44,256,582
LESS CUMULATIVE REPAYMENTS THROUGH JUNE 30		
	(11,885,895)	(9,481,131)
Total net project revenue reimbursement over cumulative repayments through June 30	\$ 43,218,381	\$ 34,775,451

TRI Public-Private Partnership
Supplementary Information
For the Years Ended June 30, 2022 and 2021

SCHEDULES OF PROJECT VOUCHERS

Location/Costs	Prior to June 30, 2020		During the Year Ended June 30, 2021		June 30, 2021
	Total Approved Vouchers (Unaudited)	Vouchers Paid (Unaudited)	Approved / (Waived) (Unaudited)	Vouchers Paid (Unaudited)	Outstanding Approved Vouchers (Unaudited)
Waltham Way Phase I	\$ 751,562	\$ (751,562)	\$ -	\$ -	\$ -
Waltham Way Phase II	3,226	(3,226)	-	-	-
Fire Station - Includes Hydrants	3,093,856	(3,093,856)	-	-	-
Britain	510,546	(510,546)	-	-	-
Denmark	804,327	(804,327)	-	-	-
Ireland	318,999	(318,999)	-	-	-
Italy	28,648	(28,648)	-	-	-
London	3,299	(3,299)	-	-	-
Milan	6,025	(6,025)	-	-	-
Peru	1,940,606	(1,444,643)	-	(1,835,963)	-
Pittsburgh	202,328	-	-	(202,328)	-
Portofino	3,685,873	-	-	(461,709)	3,224,164
RR Spur	4,918,261	-	-	-	4,918,261
Sydney	589,985	-	-	-	589,985
USA Interchange	10,725,755	-	-	-	10,725,755
USA Parkway	2,484,529	-	-	-	2,484,529
USA Parkway Phase II	8,920,764	-	-	-	8,920,764
USA Parkway Phase III	3,331,622	-	-	-	3,331,622
USA RR Bridge	-	-	-	-	-
Venice	-	-	-	-	-
Infrastructure					
2010-2011 Fiscal Year	120,013	-	-	-	120,013
2011-2012 Fiscal Year	28,482	-	-	-	28,482
2012-2013 Fiscal Year	9,894	-	-	-	9,894
Milan Drive East	-	-	-	-	-
	<u>\$ 43,834,600</u>	<u>\$ (6,981,131)</u>	<u>\$ -</u>	<u>\$ (2,500,000)</u>	<u>\$ 34,353,469</u>

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Storey County has established the TRI Payback Fund in order to accumulate money for the payback of approved vouchers. At June 30, 2021, the TRI Payback Fund balance totaled \$2,409,354.

TRI Public-Private Partnership
Supplementary Information
For the Years Ended June 30, 2022 and 2021

SCHEDULES OF PROJECT VOUCHERS

<u>Location/Costs</u>	<u>Prior to June 30, 2021</u>		<u>During the Year Ended June 30, 2022</u>		<u>June 30, 2022</u>
	Total		Vouchers		Outstanding
	Approved Vouchers (Unaudited)	Vouchers Paid (Unaudited)	Approved / (Waived) (Unaudited)	Vouchers Paid (Unaudited)	Approved Vouchers (Unaudited)
Waltham Way Phase I	\$ 751,562	\$ (751,562)	\$ -	\$ -	\$ -
Waltham Way Phase II	3,226	(3,226)	-	-	-
Fire Station -					
Includes Hydrants	3,093,856	(3,093,856)	-	-	-
Britain	510,546	(510,546)	-	-	-
Denmark	804,327	(804,327)	-	-	-
Ireland	318,999	(318,999)	-	-	-
Italy	287,648	(287,648)	-	-	-
London	373,299	(373,299)	-	-	-
Milan	6,502	(6,502)	-	-	-
Peru	1,980,606	(1,980,606)	-	-	-
Pittsburgh	202,328	(202,328)	-	-	-
Portofino	3,685,873	(461,709)	-	(2,404,764)	819,400
RR Spur	4,918,261	-	-	-	4,918,261
Sydney	589,985	-	-	-	589,985
USA Interchange	10,725,755	-	-	-	10,725,755
USA Parkway	2,484,529	-	-	-	2,484,529
USA Parkway Phase II	8,920,764	-	-	-	8,920,764
USA Parkway Phase III	3,331,622	-	-	-	3,331,622
USA RR Bridge	-	-	-	-	-
Venice	-	-	-	-	-
Infrastructure					
2010-2011 Fiscal Year	120,013	-	-	-	120,013
2011-2012 Fiscal Year	28,482	-	-	-	28,482
2012-2013 Fiscal Year	9,894	-	-	-	9,894
Milan Drive East	-	-	-	-	-
	<u>\$ 43,834,600</u>	<u>\$ (9,481,131)</u>	<u>\$ -</u>	<u>\$ (2,404,764)</u>	<u>\$ 31,948,705</u>

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Storey County has established the TRI Payback Fund in order to accumulate money for the payback of approved vouchers. At June 30, 2022, the TRI Payback Fund balance totaled \$1,572,402.

SCHEDULES OF REIMBURSEMENT LIMITS

	2022	2021
ANNUAL DEBT LIMIT CALCULATION		
Total net project assessed valuation (unaudited)	\$ 448,347,016	\$ 362,868,670
Percentage allowed	5%	5%
Annual debt limit	\$ 22,417,351	\$ 18,143,434
ANNUAL NET REVENUE LIMIT CALCULATION		
Net revenue	\$ 10,847,694	\$ 6,294,173
Percentage allowed	35%	35%
Annual net revenue limit	\$ 3,796,693	\$ 2,202,961

ANNUAL ELIGIBLE REIMBURSEMENTS BASED ON NET REVENUE LIMITS

June 30, 2020 and prior	\$ 3,914,232	\$ 6,415,232
June 30, 2021	2,202,961	2,202,961
June 30, 2022	3,796,693	-
	9,914,886	8,618,193
Reimbursed vouchers	(2,404,764)	(2,500,000)
Eligible reimbursements based on debt and annual net revenue limits at June 30*	\$ 7,510,122	\$ 6,118,193

SUMMARY OF OUTSTANDING VOUCHERS

Total outstanding approved vouchers, beginning of year	\$ 34,353,469	\$ 36,853,469
Add new vouchers approved	-	-
Less reimbursements from Storey County	(2,404,764)	(2,500,000)
Approved outstanding vouchers	31,948,705	34,353,469
Approved outstanding vouchers in excess of reimbursement limits	(24,438,583)	(28,235,276)
Approved outstanding vouchers eligible for reimbursement	\$ 7,510,122	\$ 6,118,193

*Subsequent to June 30, 2022, the County credited TRI property taxes in the amount of \$130,539 and paid TRI \$3,713,429 leaving a balance of \$3,666,154 for the year ended June 30, 2022.



Board of Storey County Commissioners Agenda Action Report

**Meeting date: 9/5/2023 10:00 AM -
BOCC Meeting**

Estimate of Time Required: 1

Agenda Item Type: Consent Agenda

- **Title:** Tax Bill correction for 004-101-02 Flintstone Properties. NDOT landlocked this property when USA Pkwy interchange was constructed. Other parcels are owned by EP Minerals or Southern Pacific Railroad so they have access from their contiguous parcels.

- **Recommended motion:** approval

- **Prepared by:** Jana Seddon

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

- **Staff Summary:** NDOT assumed that Clark Station road that extended through EP Minerals property was a public road. It is not, and EP Mineral has not granted the use of their private road to access this parcel. NDOT is working with the owners to find a solution, however at this point the value of the property must be adjusted to reflect no access.

- **Supporting Materials:** See attached

- **Fiscal Impact:**

- **Legal review required:** False

- **Reviewed by:**

_____ Department Head

Department Name:

_____ County Manager

Other Agency Review: _____

- **Board Action:**

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

Jana Seddon

Storey County Assessor

Storey County Courthouse
26 South B Street
P.O. Box 494
Virginia City, NV 89440

(775) 847-0961 Phone
(775) 847-0904 Fax
Assessor@StoreyCounty.org

March 23, 2023

Memo to: Storey County Commissioners

Re: **Tax Bill Corrections**

Flintstone Properties LLC
004-101-02

After July 1, 2023, we received confirmation that the above referenced property became land locked by NDOT when the USA Pkwy at I-80 interchange was constructed. NDOT repeatedly stated that there was legal access to this property. When we involved Kathy Canfield from planning, she was able to pressure NDOT to show us legal access. The access NDOT assumed was legal, was in fact a private road through EP Minerals property. EP Minerals has denied the use of their private road to access the property. NDOT is currently in negotiations with the owner of the property to rectify the situation, however the Assessors Office needs to adjust the value of the property to reflect no legal access.

	Original Taxable Value	Corrected Taxable Value	Adjustment
2023-24	35,165	7,033	(28,132.)
See attached for tax year details			
2023-24 Tax Bill Amt	\$425.94	\$ 85.20	\$ (340.74)

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

Thank You,

Jana Seddon
Assessor
Storey County



Board of Storey County Commissioners Agenda Action Report

**Meeting date: 9/5/2023 10:00 AM -
BOCC Meeting**

Estimate of Time Required: 10 Min

Agenda Item Type: Discussion/Possible Action

- **Title:** Review and discussion of the final contract between Storey County and The Abbi Agency as approved during the July 18, 2023, Board of County Commissioner’s meeting.
- **Recommended motion:** Discussion only, review and discussion of the final contract between Storey County and The Abbi Agency as approved during the July 18, 2023, Board of County Commissioner’s meeting.
- **Prepared by:** Lara Mather

Department: **Contact Number:** 17758470986

- **Staff Summary:** The final contract details between Storey County and The Abbi Agency were pending Board of County Commissioner’s approved during the July 18, 2023, meeting. The agreement was approved, and the final contract is attached.
- **Supporting Materials:** See attached
- **Fiscal Impact:**
- **Legal review required:** False
- **Reviewed by:**

_____Department Head

Department Name:

_____County Manager

Other Agency Review: _____

- **Board Action:**

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

Storey County & The Abbi Agency Contract 2023
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AGREEMENT TO PROVIDE PUBLIC RELATIONS & MARKETING

This Agreement to Provide Public Relations & Marketing Services ("Agreement") is entered into as of the date last executed below ("Effective Date") by and between THE ABBI AGENCY, a Nevada corporation (collectively, "Consultant") and Storey County ("Client") for the purpose of providing Public Relations & Marketing services under the following terms and conditions:

1. TERM; TERMINATION; EFFECT OF TERMINATION:

- a. The initial term of this Agreement shall be for twelve (12) months, commencing on August 1, 2023 and continuing through July 31, 2024 (the "Initial Term"). Thereafter, a Scope of Work may be reviewed and amended on an annual basis.
- b. Either party may terminate this Agreement at any time, for any reason or no reason, by providing not less than ninety (90) days prior written notice to the other party.
- c. Upon termination, all obligations of the parties shall cease, and Consultant shall provide or return to Client any and all client materials either provided by client or created for client hereunder.
- d. The continuation of this Contract beyond the terms of office of the county commissioners approving this contract is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the Board of County Commissioners. The County may terminate this Contract, and Contractor waives any and all claims(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the funding for this Contract or a like item or service is not appropriated or is withdrawn, limited, or impaired.

2. OBLIGATIONS OF THE PARTIES:

- a. Ob!lgations of Consultant. Consultant shall perform the services described in the Scope of Work ("SOW") which is made a part of this Agreement (the "Services") as Addendum A.
 - i. Consultant shall at all times cooperate reasonably with Client, including but not limited to the timely provision to Client of all necessary information and reports as outlined in SOW.
 - ii. Contract for Services Only. This is a contract only for services to be performed by Consultant in a workmanlike manner according to industry standards. No guarantee is made of any placement, outcome or other result of any nature.
 - iii. Services Include:
 - 1. Public Relations

Consultant PTW

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2. Creative Development and Production
 3. Digital Content/ Social Media Management
 4. Digital Experience: Maintenance & SEO
 5. Project Management
- iv. Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The County has a legal obligation to disclose such information unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a "trade secret", "private" or "confidential" provided that Contractor thereby agrees to indemnify and defend the County for honoring such a designation. The failure to so label any document that is released by the County shall constitute a complete waiver of any and all claims for damages caused by any release of the records.
- b. Obligations of Client.
- i. Client shall at all times cooperate reasonably with Consultant, including but not limited to the timely provision to Consultant of all information necessary for Consultant to perform Consultant's duties hereunder. Consultant is under no obligation to perform services for which Client has not provided such information.
 - ii. In consideration of the performance of the services described in subparagraph 2.a.ii Client shall pay Consultant a NET thirty (30) day monthly fee for work as agreed upon in SOW with costs detailed in Addendum B (Budget).
 - iii. Consultant shall provide Client with monthly invoices, which invoices will be payable within thirty days after Client's receipt.
 - iv. Consultant shall provide Client with monthly invoices on the First Day of each month or the first Monday, whichever comes first
 - v. Additional services beyond the Services shall be discussed and agreed in writing before the Consultant begins billing for such work and thereafter be billed at the then current hourly rates or agreed fixed price, and will be memorialized in a separate or revised SOW.
 - vi. Client shall pay Consultant for all necessary expenses incurred in performing the services detailed in the SOW, provided such expenses, including meals and incidentals, have been pre-approved by Client. For expenses such as travel and lodging that Client has ability to obtain preferable rates, Consultant agrees to allow Client to arrange such expenses and pay providers directly. The Client's billing rate covers all general administrative expenses but does not include travel expenses other than travel that may be required to perform services in the Reno market. All consultant expenses must be approved with written verification from Client.

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- vii. Consultant shall bill all hard costs incurred back to the client with a twenty percent (20%) mark up for out of pocket expense management. Consultant shall not add a 20% mark up for services rendered. Documentation sufficient to satisfy IRS expense deductibility requirements.
- viii. If an invoice is not paid within thirty (30) days of receipt, a carrying charge of 1% per month, compounded monthly, shall be added to Client's outstanding balance.
- ix. In the event a monthly payment or invoice is not timely paid, after ten days' written notice to Client, Consultant may suspend all work on any or all projects until full payment is made. Client holds Consultant harmless from all liability that may arise as a result of suspension of work due to non-payment.
- x. Consultant and Client intend this Agreement to be a contract for services and each considers the products and results of the services to be rendered by Consultant hereunder (the "Materials") to be a work made for hire. Consultant acknowledges and agrees that the Materials (and all rights therein, including, without limitation, copyright and patent) belong to and shall be the sole and exclusive property of Client.
- xi. If for any reason the Materials would not be considered a work made for hire under applicable law, Consultant does hereby sell, assign, and transfer to Client, its successors and assigns, the entire right, title and interest in and to the copyright and patent in the Materials and any registrations and applications relating thereto and any renewals and extensions thereof, and in and to all Materials based upon, derived from, or incorporating the Materials, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present, or future infringement based on the copyrights and patents, and in and to all rights corresponding to the foregoing throughout the world.
- xii. Consultant agrees to execute all papers and to perform such other proper acts as Client may deem necessary to secure for Client or its designee the rights herein assigned
- xiii. Consultant agrees not to publish or use or cause to be used in any way any Materials, recording or media done on behalf of Client without the prior written approval of an authorized representative of Client.

3. INDEMNIFICATION

- a. Client shall defend, indemnify and hold Consultant, its officers, directors, managers, and employees harmless from and against any loss, damage, liability, claim, demand, action, cost and expense (including reasonable attorneys' fees

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- and costs) (collectively "Loss") resulting from claims made against Consultant by any third party, which arise out of or in connection with (i) Client's breach of this Agreement; (ii) information or materials supplied to Consultant by Client to the extent it asserts a claim for infringement of trademark, copyright or other intellectual property; or (iii) any issue arising from Client's products or services.
- b. Consultant shall indemnify, defend and hold Client, its officers, directors, and employees harmless for all Loss resulting from claims made against Client by any third party arising out of or in connection with (i) material prepared or provided by Consultant on Client's behalf to the extent it asserts a claim for infringement of trademark, copyright, or other intellectual property; (ii) Consultant's failure to follow Client's express written instructions; or (iii) Consultant's breach of this Agreement including negligence in computer security resulting in a 'breach'.
- c. Upon the assertion of any claim or the commencement of any suit or proceeding against either party ("Indemnitee") that may give rise to liability of the other party ("Indemnitor") hereunder, the Indemnitee shall notify the Indemnitor of the existence of such claim and shall give the Indemnitor reasonable opportunity to defend and/or settle the claim at its own expense and with counsel of its own selection. The Indemnitee shall at all times have the right fully to participate in such defense at its own expense and shall not be obligated, against its consent, to participate in any settlement which it reasonably believes would have an adverse effect on its business. The Indemnitee shall make reasonably available to the Indemnitor all applicable books and records relating to the claim, and the Indemnitee agrees to cooperate reasonably with Indemnitor, at Indemnitor's sole cost and expense.

4. GENERAL PROVISIONS:

- a. Representations and Warranties. Each of the parties to this Agreement makes the following representations and warranties to the other party:
- i. The persons who have executed this Agreement on behalf of the representing party have been authorized to do so by that party.
 - ii. All documents to be delivered under this Agreement by the representing party will be executed by an authorized person.
 - iii. The representing party is under no disability to enter into this Agreement and to perform all covenants contained in this Agreement.
 - iv. None of the warranties, representations, or statements made by the representing party in this Agreement contains any untrue statements of material fact or omits a material fact necessary in order to make the statements not misleading.

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- b. Binding Effect. Except as specifically provided otherwise by this Agreement, this Agreement is binding upon and shall inure to the benefit of each of the parties and their respective heirs, personal representatives, successors, including without limitation, any corporation, foundation, partnership, or individual(s) which may acquire all or substantially all of any party's assets or with or into which any party may be consolidated, merged or reorganized.
- c. Assignment. Neither party may assign or transfer any of its rights under this Agreement without the prior written consent of the other party, given or withheld in such party's sole discretion. Any such attempted assignment or transfer is void; provided, however, that either party may assign or transfer this agreement to an entity acquiring all or substantially all of its assets or equity, or as part of any business combination such as a merger or share exchange.
- d. Waiver. Failure of either party at any time to require performance of any provision of this Agreement shall not limit that party's right to enforce the provision. Waiver of any breach of a provision shall not be a waiver of any succeeding breach of the provision or a waiver of the provision itself or of any other provision.
- e. Cumulative Remedies. All remedies, rights, undertakings, covenants, guarantees and agreements contained in this Agreement, or otherwise provided by law and not specifically waived herein, are cumulative and may be exercised singly or concurrently, and the exercise of anyone or more of them will not be a waiver of any other.
- f. Integration/Entire Agreement. This Agreement constitutes the entire integrated agreement among the parties hereto and supersedes and takes the place of any prior written or oral agreement(s) and all understanding(s), discussion(s) and negotiation(s), or instrument(s) purporting to be an agreement of the parties relating to the transactions contemplated herein.
- g. Survival of Covenant. Any and all covenants and agreements that this Agreement does not require to be fully performed prior to the date of Termination shall survive the date of Termination and shall be fully enforceable thereafter. Without limiting the foregoing, each party's indemnification obligations shall survive termination of this Agreement.
- h. Amendment/Waiver. The terms of this Agreement may not be modified, amended, waived, discharged, or terminated except by a written instrument signed by the party against whom enforcement of the modification, amendment, waiver, discharge, or termination is sought.

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Client 

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- i. **Invalidity of Provisions.** Nothing in this Agreement or the documents contemplated hereby, shall be construed to require the commission of any act contrary to any valid law, and wherever there may be any conflict between any provision of this Agreement, or any application thereof, and any material present or future statute, ordinance, regulation, or other rule of law contrary to the provisions hereof, the valid law shall prevail. In any such event any provision of this Agreement, or any application thereof, so affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of such statute, ordinance, regulation or other rule of law. The provisions of this Agreement are severable and the illegality or invalidity of a provision of this Agreement will not affect any other part of this Agreement.

- j. **Third Party Rights.** This Agreement is solely for the benefit of the specifically undersigned parties. Nothing in this Agreement, express or implied, is intended to confer, nor confers, on any person, other than the parties to this Agreement, any right, remedy or benefit.

- k. **Construction.** The headings, captions and paragraph or section numbers at the beginning of each section and subsection are solely for the convenience of the parties and are not a part of and in no way define, limit or describe the scope or intent of this Agreement and shall not be used in construing this Agreement. All references to days shall be to calendar days, unless specifically provided otherwise. Whenever the context requires, the singular form shall include plural and vice-versa, and the neuter pronoun shall include the masculine and feminine, and vice versa. Unless otherwise indicated, all references to Sections are to the Sections of this Agreement.

- l. **No Party Deemed Drafter.** The parties hereto agree that all provisions of this Agreement have been negotiated and no party or agent thereof shall be deemed to be the drafter of this Agreement. In the event that this Agreement is ever construed in arbitration or in a court of law, such arbitration or court shall not construe this Agreement, or any provision, term or phrase herein, against any party or agent thereof as drafter.

- m. **Further Assurances.** Whenever requested to do so by the other party, each party guarantees, warrants and covenants to take whatever actions, in a timely fashion as such other party may reasonably request, including but not limited to executing, acknowledging, and delivering all further conveyances, assignments, confirmations, satisfactions, releases, powers of attorney, instruments of further assurance, approvals, consents, and all further instruments and documents as may be necessary, expedient, or proper in order to complete all conveyances, transfers, sales and assignments under this Agreement, and to do all other acts

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and to execute, acknowledge, and deliver all documents as requested in order to carry out the intent and purpose of this Agreement, but in all such instances only if such document or action is reasonably necessary to carry out the terms of this Agreement.

- n. **Governing Law, Venue.** This Agreement, and each other document executed pursuant to this Agreement, is made and shall be interpreted under and governed by the laws of the State of Nevada, including without limitation, its procedural rules, applicable to agreements entered into and entirely performed within the State of Nevada, without reference to conflicts of law or the principles thereof. The parties agree that all actions and proceedings relating directly or indirectly hereto shall be brought in the State of Nevada in the Second Judicial District Court or the Federal District Court for the State of Nevada if such court has jurisdiction and the parties each expressly consent to the jurisdiction of any such court and to the venue therein as well as to the convenience of the forum. **IN ANY DISPUTE OR CONTROVERSY ARISING OUT OF THIS AGREEMENT, THE PARTIES WAIVE TRIAL BY JURY.**
- o. **Legal Counsel.** In executing this Agreement, each of the undersigned parties warrants and represents that it has been fully advised and represented by legal counsel of its own selection, or has had ample opportunity to consult legal counsel and has voluntarily declined to do so; and is fully familiar with all of the circumstances surrounding the subject matter of this Agreement and with all of the terms of this Agreement, and in executing this Agreement, it does so relying wholly on its own judgment or the advice of counsel of its own independent selection, whether or not such counsel is a signatory below, or both, and that it has not been influenced in any manner whatsoever regarding the matters set forth in this Agreement, by any person, individual or entity, or any agent thereof.
- p. **Attorneys' Fees and Other Costs.** Each party hereto agrees that, in the event of any dispute or controversy between or among any party hereto arising out of or relating to this Agreement, or in the event a party defaults under this Agreement, then the prevailing party shall be entitled to recover all reasonable attorneys' fees and costs incurred by the prevailing party in connection with the enforcement of its rights hereunder, whether by legal action or proceeding or otherwise, and without regard to whether suit is instituted. Such attorneys' fees and costs shall not be limited to any court fee schedule, but shall rather be awarded on the basis of all fees and costs reasonably incurred in good faith.
- q. **COUNTERPARTS:** This Agreement may be executed in one or more counterparts, each of which for all purposes shall be deemed an original and all of which taken together shall constitute but one instrument.

Consultant 

Client @.....=---

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- r. NOTICES: Except as specifically provided otherwise herein, any notice, document, payment, demand or communication required or permitted to be given by any provision of this Agreement shall be deemed to have been delivered and given for all purposes on the earliest to occur of:
- i. the business day delivered, if delivered personally to the party to whom the same is directed;
 - ii. the business day indicated upon the return receipt, or the date of refusal by the addressee to accept, if sent by United States registered or certified prepaid 'mail, return receipt requested;
 - iii. the business day received according to the tracking records of a nationally recognized overnight courier; or
 - iv. f sent by facsimile or electronic mail, the business day shown on a transmission report generated by a facsimile machine reflecting the accurate transmission or the business day the email was sent , if a copy of the notice is also sent by a method referred to in items i. through iv. above.

As used herein, a business day means Monday through Friday prior to 5:00 p.m., excluding holidays in which banks in the State of Nevada are required or allowed to be closed. If received after 5:00 p.m., the notice will be deemed delivered on the following business day. All notices must be addressed to the party to whom the same is directed at the respective address set forth below:

Consultant  _____

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"Consultant"
The Abbi Agency
Attn: Patrick Ty Whitaker
1385 Haskell Street
Reno, NV 89509
Email: ty@theabbiagency.com

"Client"
Storey County
Attn: Austin Osborne
P.O. Box 176
26 South B Street,
Virginia City, NV 89440
Email: aosborne@storeycounty.org

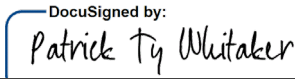
IN WITNESS WHEREOF, the parties agree to be bound by the terms and conditions of this Agreement as set forth herein:

"CONSULTANT"

"CLIENT"

The Abbi Agency
1385 Haskell Street
Reno, Nevada 89509

Storey County
P.O. Box 176
26 South B Street
Virginia City, NV 89440

By: 
07B79C9924FA48B...

By: 

Patrick Ty Whitaker, COO

Austin Osborne, County Manager

Date: 8/14/2023

Date: _____

Consultant 

**Storey County & The Abbi Agency Contract 2023
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Addendum A - Scope of Work

Point of Contact: Lara Mather, Business Development Manager; Austin Osborne, Storey County Manager

Project Name: E.torey County rublic Relations Services

Service: Public Relations, Creative, Digital Content, Digital Experience

Timeline: August 1, 2023 - July 31, 2024

Completed by: Owen Truesdell, Vice President of Public Affairs

Document valid until: August 24, 2023

PROJECT OVERVIEW

The Abbi Agency (TAA) will provide integrated communications and public relations to support Storey County's business and community outreach activities, including business development efforts, business and resident education/engagement and overall brand enhancement. Below are the specific categories of work that TAA will support at the direction of the County Manager and the Business Development Manager.

Research, Discovery & Strategic Planning

The Abbi Agency will conduct a thorough research and discovery process including reviewing Storey County's existing brand positioning, media footprint, online presence and the County's goals and aspirations in order to establish a baseline to inform all aspects of TAA's work. This will also include onboarding meetings with key personnel from Storey County. Based on this research, TAA will develop a comprehensive work plan to guide all aspects of the project going forward.

Deliverables: *Comprehensive work plan for all service lines*

Public Relations

The Abbi Agency will plan and execute a comprehensive public relations strategy with the goal of effectively positioning Storey County for both business and regional stakeholder audiences. Through aggressive media relations, TAA will highlight the unique value proposition for Storey County for prospective businesses while also highlighting the County's unique role in the Nevada economy. TAA will develop an annual public relations plan to achieve these goals and execute the plan in partnership with the County Manager and Business Development Manager.

Deliverables:

- *Annual Public Relations plan inclusive of business development and regional brand positioning goals*
- *Ongoing media relations pitching to local, regional and national outlets, contributed content development to support brand positioning*
- *Stakeholder engagement and brand positioning strategy development and implementation*

Creative Development

The Abbi Agency will create a new logo and tagline for the County to supplement the County Seal and capture the overall brand identity of the County. This new logo and tagline will support business development efforts and define the County's brand positioning with key regional stakeholders and residents/local businesses.

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The Abbi Agency will also create additional print/digital collateral pieces (e.g., folders, business cards, one-pagers), at the request of the County Manager or Business Development Manager.

Deliverables:

- *Create three to five (3-5) options for logotagline to supplement County Seal*
- *Final development of logotagline brand standards*
- *Concepting and creation of additional print/digital collateral, as needed. TAA will provide estimates for all creative work before it is initiated.*

Ongoing Social Media

The Abbi Agency will provide ongoing social media posting and community management on all County social media channels. TAA will work with the County Manager, Business Development Manager, Department Heads and Commissioners to create ongoing content as well as address urgent/ad hoc requests. Social media efforts will work to engage and educate residents, local businesses and other regional stakeholders while supporting the overall brand positioning of the County.

Social Media Content Production

The Abbi Agency will produce content for the social media channels by traveling out to Storey County periodically for asset gathering trips in order to maintain fresh content for their channels. The production team will have a small footprint, 1-5 team members, and will have low-impact camera equipment. Should our content require interaction with residents, small business owners, local government, key stakeholders or businesses we will work with the client to organize. The Abbi Agency will not engage the client if they are traveling to gather landscape content only. The content production team can attend key events to produce coverage in real time as long as they are notified in advance and these events are earmarked by the client.

Social Media Content Planning

The Abbi Agency team will create a calendar monthly that guides the creation of social media content. The calendars are built from established content themes, any and all approved social media strategies and guidelines and will highlight the relevant hyperlink to include.

Social Media Posting & Management

The Abbi Agency team will produce and publish (4-5) posts per week across client's accounts (Facebook, Twitter, Instagram, YouTube) and real time updates to developing situations (up to 10 times per month). TAA will post video content onto the YouTube channels when appropriate.

Social Media Care, Engagement & Moderation

The Abbi Agency team dedicates time daily to review all social media channel comments and direct messages and reply within 24-48 hours by using on brand messaging. The Abbi Agency team aims to answer questions the client's audience may have. When questions are specific to the subject matter they will reach out to experts designated by the client. If questions that are too complex or sensitive come through, the client team will be notified. The Abbi Agency actively seeks opportunities to engage with like minded brands and key personalities on our accounts. Additionally, the team can review up to (3) potential influencers monthly and will provide a recommendation on whether or not to engage with a partnership.

Social Media Insights, Consulting and Optimizations

Consultant  _ _ _ _

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Monthly, The Abbi Agency will provide insights around social media channels, and will make modifications to both short-term and long-term strategy based on performance.

Social Media Review & Approval Process

This process will be collaborative in developing content that makes sense and is true to the company and goals. Monthly The Abbi Agency will send a content calendar for review. Once approved content will be developed and sent for review by the client. Feedback on calendars and content needs to be consolidated and complete from the client to allow The Abbi Agency team to provide a revised version in a timely manner. More than 2 rounds of revisions may incur a change order.

Deliverables: Ongoing Social Media Care, Posting 4-5 times per week on channels, up to 10 ad hoc updates monthly, monthly insights or reporting

Digital Experience: Maintenance & SEO

The Abbi Agency will review the existing functionality and navigation of the Storey County website as part of its onboarding process, recommend and implement improvements within the existing system in order to improve user experience and the overall look and feel of the site. TAA will also implement, where appropriate, the new logo and tagline on the website.

Deliverables:

- Website updates, reorganization and search engine optimization
- Integration of logo/tagline, once finalized

Project Management

The Abbi Agency will provide ongoing project management support to ensure that all aspects of the Agency's work on behalf of the County is completed within budget, is of the highest quality and meets the deadlines agreed to with the client. A dedicated project manager will be assigned to support this work.

Deliverables: Ongoing project oversight, budget management and quality assurance

EVALUATION

The Abbi Agency will provide monthly progress reports outlining progress made toward overall project goals and the ongoing status of all work being performed on behalf of the client. Monthly progress reports will be delivered within 10 business days from the conclusion of the previous month.

The Abbi Agency will provide additional, custom reporting at the client's request.

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Addendum B - Budget

BUDGET

By signing this Scope of Work, Storey County agrees to the Scope of Work plan set forth by The Abbi Agency. Your signature allows The Abbi Agency to execute on the plan herein.

Retainer/fixed cost project fees:

Research, Discovery & Strategic Planning	\$10,860 /onetime
Public Relations	\$6,240 / per mo. (11 mo.)
Digital Content/Social Media	\$3,770/ per mo. (11 mo.)
Digital Experience: Maintenance & SEO	\$1,690 / per mo. (11 mo.)
Project Management	\$1,690 / per mo. (12 mo.)
Technology Fee Retainer	\$200 / per month* (12 mo.)

Ad hoc project fees


Fees listed here represent the maximum cost for the deliverables listed above - TAA will provide a written, specific cost estimate as project needs are refined. No ad hoc project work will be initiated without written client approval for specific costs.

Creative Development	\$22,160 / on consumption
Logo & Tagline Concepting & Development	\$15,600 / one-time

Total Contract Fees: \$200,000.00QA

**TAA charges a monthly technology fee for the use of our media monitoring software, reporting software and project management platform.*

"Total contract fees will not exceed \$200,000.00. If no ad hoc project fees are utilized, total contract fees are \$162,240.00

Consultant  _____



Board of Storey County Commissioners Agenda Action Report

**Meeting date: 9/5/2023 10:00 AM -
BOCC Meeting**

Estimate of Time Required: 5 Min

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and possible approval to accept a \$5,000 donation from NOVVA Data Centers for the purchase of school supplies for the Storey County Sheriff’s Office “Stuff The Cop Car” event.
- **Recommended motion:** I _ (commissioner), move to approve the acceptance of a \$5,000 donation from NOVVA Data Centers for the purchase of school supplies for the Storey County Sheriff’s Office “Stuff The Cop Car” event.
- **Prepared by:** Lara Mather

Department: **Contact Number:** 17758470986

- **Staff Summary:** NOVVA Data Centers generously donated \$5,000 for the purchase of school supplies in response to the Storey County Sheriff’s Office “Stuff The Cop Car” fundraising event.
- **Supporting Materials:** See attached
- **Fiscal Impact:**
- **Legal review required:** False
- **Reviewed by:**

_____ Department Head

Department Name:

_____ County Manager

Other Agency Review: _____

- **Board Action:**

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



**Board of Storey County Fire Commissioners
Agenda Action Report**

**Meeting date: 9/5/2023 10:00 AM -
BOCC Meeting**

Estimate of Time Required: 5 minutes

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and possible approval of Resolution No: 23-702, annually updating mitigation rates for the deployment of emergency and non-emergency services by the Storey County Fire Protection District for incidents outside of Storey County, large-scale hazardous materials incidents, motor vehicle accidents, and negligent or criminal fires.
- **Recommended motion:** I (Fire Commissioner) move to approve Resolution No: 23-702, updating mitigation rates for the deployment of emergency and non-emergency services by the Storey County Fire Protection District for incidents outside of Storey County, large-scale hazardous materials incidents, special operating, and negligent or criminal fires.
- **Prepared by:** Jeremy Loncar

Department: **Contact Number:** 775-847-0954

- **Staff Summary:** This request is to update resolution 22-658 which declares our current apparatus and personnel rates for wildland fires and other emergency responses outside of Storey County. It is also applicable to the mitigation of motor vehicle accidents, large hazardous materials incidents, motor vehicle accidents, and illegal fires. These rate updates have no financial effects on Storey County residents with the exception of negligent or criminal fires. These rates are updated annually and are separate from fees associated with our Ambulance and Prevention programs. The current resolution uses rates set in 2022 and is regularly updated annually to account for the rising costs of fuel, equipment, and staffing.
- **Supporting Materials:** See attached
- **Fiscal Impact:**
- **Legal review required:** False
- **Reviewed by:**

_____Department Head

Department Name:

_____County Manager

Other Agency Review: _____

- **Board Action:**

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



Storey County Board of Fire Commissioners

Agenda Action Report

Meeting date: 9/5/2023

Estimate of time required: 5 Minutes

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

1. **Title:** Consideration and possible approval of Resolution No: 23-702, annually updating mitigation rates for the deployment of emergency and non-emergency services by the Storey County Fire Protection District for incidents outside of Storey County, large-scale hazardous materials incidents, motor vehicle accidents, and negligent or criminal fires.
2. **Recommended motion:** I (Fire Commissioner) move to approve Resolution No: 23-702, updating mitigation rates for the deployment of emergency and non-emergency services by the Storey County Fire Protection District for incidents outside of Storey County, large-scale hazardous materials incidents, special operating, and negligent or criminal fires.
3. **Prepared by:** Jeremy Loncar

Fire District _____ Telephone: 847-0954
4. **Staff summary:** This request is to update resolution 22-658 which declares our current apparatus and personnel rates for wildland fires and other emergency responses outside of Storey County. It is also applicable to the mitigation of motor vehicle accidents, large hazardous materials incidents, motor vehicle accidents, and illegal fires. These rate updates have no financial effects on Storey County residents with the exception of negligent or criminal fires. These rates are updated annually and are separate from fees associated with our Ambulance and Prevention programs. The current resolution uses rates set in 2022 and is regularly updated annually to account for the rising costs of fuel, equipment, and staffing.
5. **Supporting materials:** See attached billing rate schedule.
6. **Fiscal impact:**
 - a. Funds Available: _____ Fund: _____ _____ Comptroller
7. **Legal review required:**
_____ District Attorney
8. **Reviewed by:**
 - a. JL Department Head
 - b. Other agency review: _____
9. **Board action:**
 - a. Approved Approved with Modifications
 - b. Denied Continued

Agenda Item No. _____



STOREY COUNTY FIRE PROTECTION DISTRICT

Declared Costs – Personnel and Equipment

Effective September 5th, 2023

2023/2024 BILLING RATES

The billed rate will be at the actual cost and may be different from the rate quoted in this document. Rates will be updated annually, or as needed.

PERSONNEL RATES

NOTE: All staffing costs are in addition to apparatus costs and will be charged at actual hourly rates.

Operational Staff	Hourly Rate	Overtime
Fire Chief	\$142.75	
Assistant Fire Chief	\$136.52	
Battalion Chief	\$91.77	
Fire Marshal (Battalion Chief)	\$95.97	
Fuels Management Officer	\$88.09	
Fire Captain (Wildland)	\$57.69	
Engineer (Wildland)	\$45.92	
Firefighter (Wildland)	\$44.34	
Heavy Equipment Operator (Wildland)	\$50.18	
Captain	\$81.58	
Fire Fighter/Paramedic	\$67.14	
Fire Fighter/AEMT	\$63.03	
Mechanic	\$57.65	
Fire Inspector	\$63.03	
All-Risk 6-Month Seasonal Firefighter	\$27.62	\$41.43
Volunteer Firefighter	AD Rate	

Support Staff	Hourly Rate	
Administrative Specialist/Office Manager	\$51.15	
Administrative Assistant	\$38.07	
EMS Coordinator / Medical Director	\$150.00	\$225.00

APPARATUS & EQUIPMENT RATES

Apparatus Type	Rate	Mileage
Type I Engine – Structure Engine	\$255/hour	Included in hourly
Type III Engine – Brush Engine	\$205/hour	Included in hourly
Type IV, V, VI Engine – Brush Patrol	\$160/hour	Included in hourly
Type I Water Tender	\$195/hour	Included in hourly
Command Vehicle	\$120/daily	.65 Per Mile
Utility (1/2 Ton and Smaller)	\$115/daily	.65 Per Mile
Pickup (3/4 Ton and Above)	\$120.00/daily	.65 Per Mile
Ladder Truck	\$275.00/hour	Included in hourly
Heavy Rescue	\$210.00/hour	Included in hourly
Air Truck	\$170.00/hour	Included in hourly
Fuel Truck	\$95.00/Hour	Included in hourly
Hazmat Unit	\$260.00/hour	Included in hourly
Heavy Equipment Mechanic Truck	\$150.00/hour	Included in hourly
Skid Steer (with bucket or masticator)	\$220.00/hour \$275 Per Day Standby	Incident to pay for fuel costs or \$40 per hour additional
Excavator (with bucket or masticator)	\$250.00/hour \$340 Per Day Standby	Incident to pay for fuel costs or \$50 per hour additional
Transport/Lowboy	\$105/hour \$200 Per Day Standby	\$2.00 per mile
Dozer Tender	\$110.00/hour	\$1.75 per mile
Type II Dozer	\$210/hour	Incident pays for fuel costs or \$60.00 per hour additional
Chip Truck W/Chipper	\$120/hour	Incident to pay for fuel costs or \$30 per hour additional
Ambulance	\$150/hour	Per-mile costs for Travel and Transports will be billed to the patient
Dump Trailer	\$85/day	No mileage charges

Special Event Staffing	\$850/day	Includes one unit with two personnel
Durable Medical Equipment	\$250.00/day	N/A
Side by Side UTV	\$225.00/day	Included in the daily cost

-Any request for a Dozer, Skid Steer, or Excavator will be considered assistance by hire immediately from the time of order.

-Each dozer and the excavator, will be dispatched with a Dozer Tender. This vehicle will be assigned for the entire duration of the incident.

-Transport/lowboy utilized to transport the Dozer or Excavator will be billed at full rate during travel times and at stand-by-rate while on the incident.

-Heavy Equipment Operator and Transport Driver will be charged at their organizational rate.

-All Initial Attack apparatus will have a minimum of two (2) person staffing for the first 24 hours and increased to three (3) after 24 hours.

-Staff responding to an incident will be charged separately from the cost of the equipment.

-When an incident does not provide subsistence for assistance-by-hire personnel per diem at the federally established regional or CONUS rate shall apply in accordance with GSA per diem rates at www.gsa.gov Documentation in the form of receipts must be provided for reimbursement.

BILLING ADDRESS

Storey County Fire Protection District
145 North "C" Street
P.O. Box 603
Virginia City, NV 89440

DUNS NUMBER

959435876

TAX ID NUMBER

EIN # 88-6000134

CONTACT INFORMATION

Storey County Fire District Staff:

Jeremy Loncar, Fire Chief
Jim Morgan, Asst. Fire Chief
Tiffany Pieretti, Office Manager

Mobile	Office
(775) 399-1746	(775) 847-0954
(775) 772-3769	(775) 847-0954
	(775) 847-0954

Fire Stations:

Fire Station #71, 145 N. "C" St., Virginia City	(775) 847-0954
Fire Station #72, 2610 Cartwright Rd, Virginia Highlands	(775) 847-0971
Fire Station #74, 431 Canyon Way, Lockwood	(775) 342-0220
Fire Station #75, 1705 Peru Drive, McCarran	(775) 343-3300
Storey County Communications Center	(775) 847-0950



Storey County Board of Highway Commissioners Agenda Action Report

**Meeting date: 9/5/2023 10:00 AM -
BOCC Meeting**

Estimate of Time Required: 10

Agenda Item Type: Discussion/Possible Action

- **Title:** Report of Public Works Department regarding roads and highways in Storey County.
- **Recommended motion:** Discussion only
- **Prepared by:** Jason Wierzbicki

Department: **Contact Number:** 7788470958

- **Staff Summary:** Discussion of roads throughout the County.
- **Supporting Materials:** See attached
- **Fiscal Impact:** no
- **Legal review required:** False
- **Reviewed by:**

_____ Department Head

Department Name:

_____ County Manager

Other Agency Review: _____

- **Board Action:**

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



Board of Storey County Commissioners Agenda Action Report

**Meeting date: 9/5/2023 10:00 AM -
BOCC Meeting**

Estimate of Time Required: 15 min.

Agenda Item Type: Discussion/Possible Action

- **Title:** Discussion and possible consideration of the board’s position responding to the Nevada Governor’s Office of Economic Development (GOED) requesting from Storey County a letter of acknowledgement regarding application to the Governor’s Office of Economic Development for a Data Center Sales & Use Tax Abatement and a Data Center Personal Property Tax Abatement for Novva Reno, LLC (“Novva Tahoe-Reno, LLC”) planned in Storey County. The tax abatements are subject to GOED approval per NRS 360 as a “standard partial abatement” for data centers under NRS 360.
- **Recommended motion:** I (commissioner) motion to approve to direct county staff to submit a letter to the Governor’s Office of Economic Development (GOED) acknowledging an application for a Data Center Sales & Use Tax Abatement and a Data Center Personal Property Tax Abatement for Novva Reno, LLC (“Novva Tahoe-Reno, LLC”) planned in Storey County. The tax abatements are subject to GOED approval per NRS 360 as a “standard partial abatement” for data centers under NRS 360.
- **Prepared by:** Austin Osborne

Department: **Contact Number:** 775.847.0968

- **Staff Summary:** This item is subject to NRS 360 and the application to the Governor’s Office of Economic Development to receive standard GOED abatements for meeting certain full-time employment, investments, and capital equipment investments for data centers. The abatement impacts are summarized in the attached letter from GOED.
- GOED will consider the abatements at its September 12, 2023, meeting. See <https://goed.nv.gov/about/board/> for GOED board meeting materials.
- **Supporting Materials:** See attached
- **Fiscal Impact:** Yes
- **Legal review required:** TRUE
- **Reviewed by:**

_____ Department Head

Department Name:

_____ County Manager

Other Agency Review: _____

- **Board Action:**

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

8/11/2023

Mr. Austin Osborne
Storey County Manager
P.O. Box 176
Storey County, NV 89440

Via: Certified Mail

RE: Data Center Sales & Use Tax and Data Center Personal Property Tax Abatements
Nowa Reno, LLC

To Mr. Osborne,

This is a notification of and a request for a Letter of Acknowledgment regarding Novva Reno, LLC's application to the Governor's Office of Economic Development for a Data Center Sales & Use Tax Abatement and a Data Center Personal Property Tax Abatement for their operations planned in Storey County.

This will result in at least 13 new full-time jobs for at least five years. The company is planning to invest \$236,989,692 in capital equipment. The ten-year total economic impact is estimated to be \$220,447,738 and new tax revenue generated over ten years is estimated to be \$29,954,547. We are under a statutory requirement to notify affected local governments prior to the public hearing where the application will be considered (NRS 360.757). We estimate the total Sales & Use Tax Abatement to be \$20,775,423 and the Personal Property Tax Abatement is estimated to be \$5,764,590 which constitutes a 75% abatement over 10 years.

A board meeting is scheduled to review this application on September 12, 2023, at 1:00 p.m. in Las Vegas, Nevada and via video conference to Carson City, Nevada. If you'd like to provide feedback about this project, we encourage you to attend this meeting and come forward during public comment.

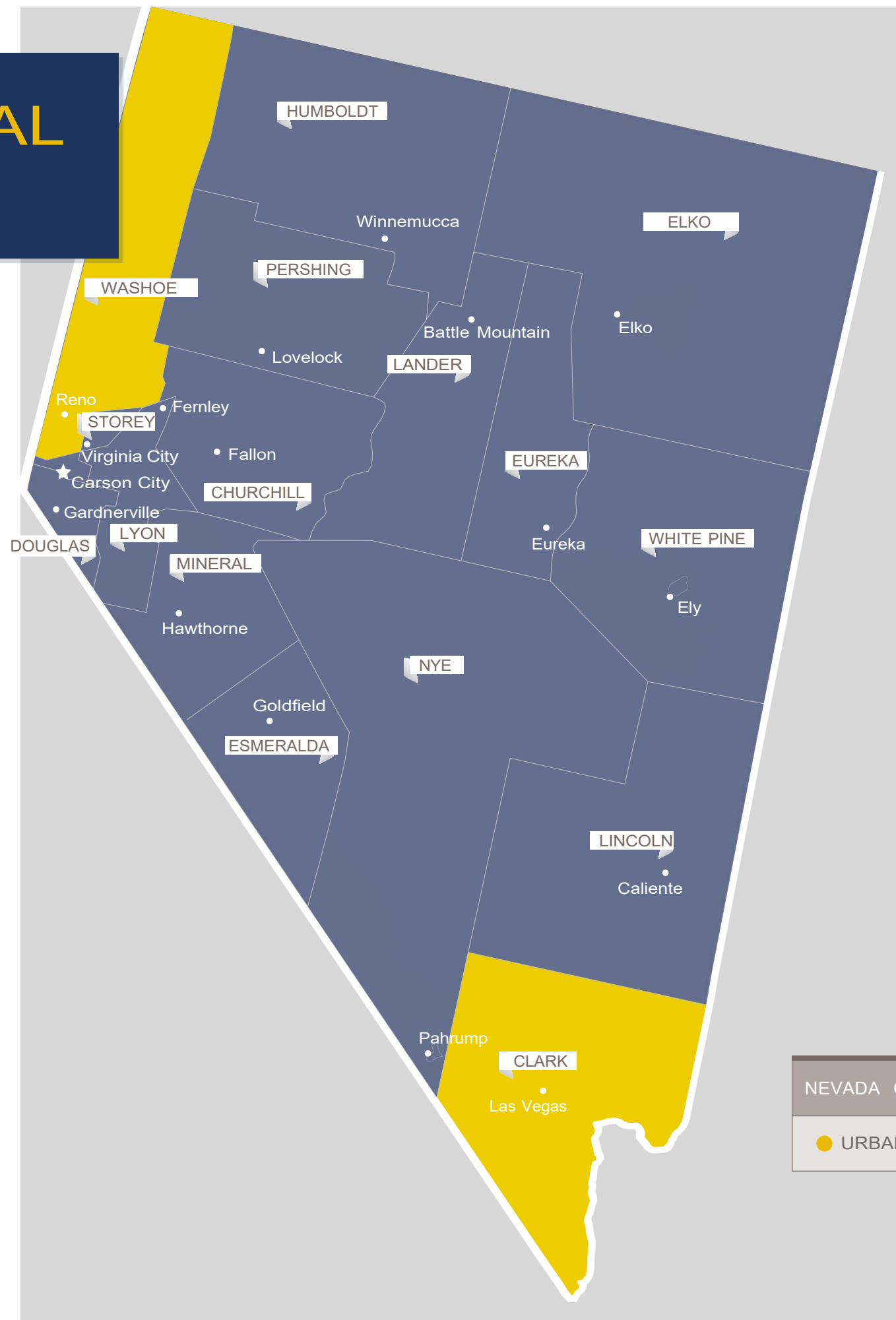
Thank you for your attention and consideration of this request. If you have any questions, please feel free to contact this office at your convenience.

Sincerely,

The signature consists of four diamond-shaped icons. The first, second, and fourth diamonds contain a question mark, while the third diamond contains the letter 'S'.

Melanie Sheldon
Senior Director of Business Development
Governor's Office of Economic Development

NEVADA URBAN/RURAL INCENTIVE GUIDE



NEVADA COUNTIES:

- URBAN
- RURAL

NEVADA TAX ABATEMENTS: URBAN LOCATION			Sales & Use Tax Abatement	Modified Business Tax Abatement	Personal Property Tax Abatement	Real Property Tax Abatement for Recycling	Avia8on Parts Tax Abatement	Data Center Tax Abatement
*This is a summary only, please refer to Nevada Revised Statutes for complete abatement program requirements			Reduced tax rate to 2% on capital equipment purchase for new company and 4.6% for expanding company. NRS 374.357	Up to 50% abatement for up to 4 years on quarterly payroll over \$50,000 taxed at 1.475% NRS 363B.120	Up to 50% abatement for up to 10 years on personal property NRS 361.0687	Up to 50% abatement for up to 10 years on real property for qualified recycling businesses NRS 701A.210	Up to 50% abatement for 10 years on personal property and reduced tax rate to 2% on aircraft parts and equipment purchase for 10 years. *See Note NRS 360.753	Personal property tax abatement of 75% for up to 10 or 20 years and reduced sales tax rate to 2% for 10 or 20 years. * See Note. NRS 360.754
Requirement Type & Timeline			2 years	2 years	2 years	2 years	1 year	5 years
Capital Investment	Urban >100,000/60,000	New	\$1,000,000	\$1,000,000	\$5,000,000 Manufacturing \$1,000,000 Non-Manufacturing	\$5,000,000 Manufacturing \$1,000,000 Non-Manufacturing	\$250,000	\$25,000,000 for 10 years \$100,000,000 for 20 years
		Expansion	20% of the value of prior year tangible property	20% of the value of prior year tangible property	20% of the value of prior year tangible property	20% of the value of prior year tangible property	\$250,000	\$25,000,000 for 10 years \$100,000,000 for 20 years
Number of Primary Jobs Created	Urban >100,000/60,000	New	50	50	50	50	5	10 for 10 years 50 for 20 years
		Expansion	10% or 25 whichever is greater	10% or 25 whichever is greater	10% or 25 whichever is greater	10% or 25 whichever is greater	3% or 3 whichever is greater	10 for 10 years 50 for 20 years
Minimum Hourly Wage Level	Urban >100,000/60,000	New	100% statewide average wage (\$28.14 FY23)	100% statewide average wage (\$28.14 FY23)	100% statewide average wage (\$28.14 FY23)	100% statewide average wage (\$28.14 FY23)	100% statewide average wage (\$28.14 FY23)	100% statewide average wage (\$28.14 FY23)
		Expansion	100% statewide average wage (\$28.14 FY23)	100% statewide average wage (\$28.14 FY23)	100% statewide average wage (\$28.14 FY23))	100% statewide average wage (\$28.14 FY23))	100% statewide average wage (\$28.14 FY23)	100% statewide average wage (\$28.14 FY23)

Additional Criteria

** The applicant will provide a medical insurance plan for all employees including an option for dependent health insurance coverage of which the employer will pay at least 65% of the premium.

** The applicant is expected to register pursuant to the laws of Nevada and to obtain all licenses and permits required by Nevada and the county, city, or town in which business operates.

** The applicant commits to maintaining the business in Nevada for 5 years.

** The applicant needs to generate more than 50% of revenue from outside of the state.

*Note: Requires the GOEDs Board approval a reduction to 2% by a two-thirds vote. If not approved, the abatement will be reduced to 4.6%.

NEVADA TAX ABATEMENTS: RURAL LOCATION

**This is a summary only, please refer to Nevada Revised Statutes for complete abatement program requirements*

Sales & Use Tax Abatement

*Reduced tax rate to 2% on capital equipment purchase for new company and 4.6% for expanding company.
NRS 374.357*

Modified Business Tax Abatement

*Up to 50% abatement for up to 4 years on quarterly payroll over \$50,000 taxed at 1.475%
NRS 363B.120*

Personal Property Tax Abatement

*Up to 50% abatement for up to 10 years on personal property
NRS 361.0687*

Real Property Tax Abatement for Recycling

*Up to 50% abatement for up to 10 years on real property for qualified recycling businesses
NRS 701A.210*

Aviation Parts Tax Abatement

*Up to 50% abatement for 10 years on personal property and reduced tax rate to 2% on aircraft parts and equipment purchase for 10 years.
*See Note
NRS 360.753*

Data Center Tax Abatement

*Personal property tax abatement of 75% for up to 10 or 20 years and reduced sales tax rate to 2% for 10 or 20 years.
*See Note
NRS 360.754*

Requirement Type & Timeline			2 years	2 years	2 years	2 years	1 year	5 years
Capital Investment	Rural <100,000/60,000	New	\$250,000	\$250,000	\$1,000,000 Manufacturing \$250,000 Non-Manufacturing	\$1,000,000 Manufacturing \$250,000 Non-Manufacturing	\$250,000	\$25,000,000 for 10 years \$100,000,000 for 20 years
		Expansion	20% of the value of prior year tangible property	20% of the value of prior year tangible property	20% of the value of prior year tangible property	20% of the value of prior year tangible property	\$250,000	\$25,000,000 for 10 years \$100,000,000 for 20 years
Number of Primary Jobs Created	Rural <100,000/60,000	New	10	10	10	10	5	10 for 10 years 50 for 20 years
		Expansion	10% or 6 whichever is greater	10% or 6 whichever is greater	10% or 6 whichever is greater	10% or 6 whichever is greater	3% or 3 whichever is greater	10 for 10 years 50 for 20 years
Minimum Hourly Wage Level	Rural <100,000/60,000	New	100% statewide average wage (\$28.14 FY23)	100% statewide average wage (\$28.14 FY23)	100% statewide average wage (\$28.14 FY23)	100% statewide average wage (\$28.14 FY23)	100% statewide average wage (\$28.14 FY23)	100% statewide average wage (\$28.14 FY23)
		Expansion	100% statewide average wage (\$28.14 FY23)	100% statewide average wage (\$28.14 FY23)	100% statewide average wage (\$28.14 FY23)	100% statewide average wage (\$28.14 FY23)	100% statewide average wage (\$28.14 FY23)	100% statewide average wage (\$28.14 FY23)

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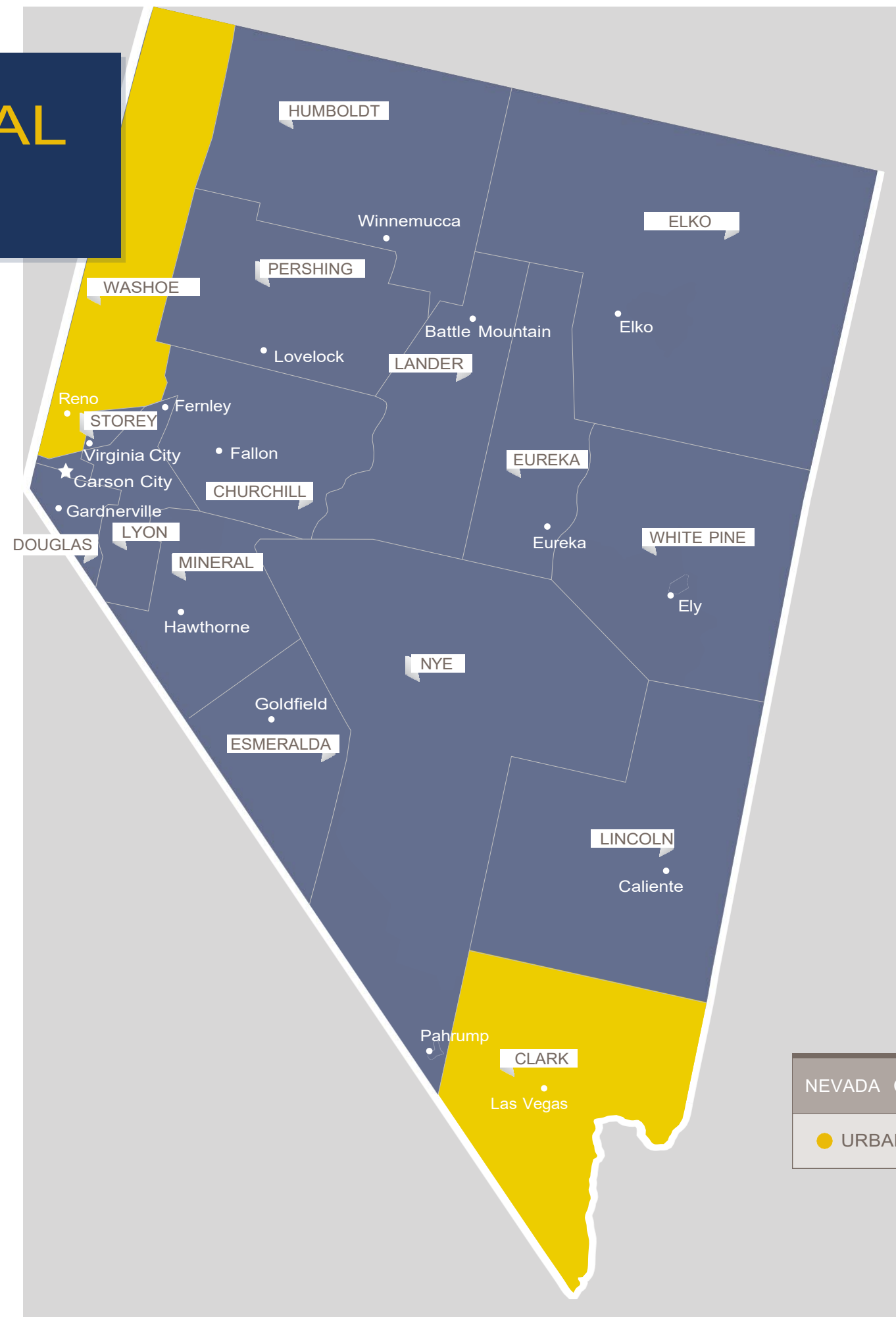
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**** The applicant commits to maintaining the business in Nevada for 5 years.**

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***Note: Requires the GOEDs Board approval a reduction to 2% by a two-thirds vote. If not approved, the abatement will be reduced to 4.6%.**

NEVADA URBAN/RURAL INCENTIVE GUIDE



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Requirement Type & Timeline			2 years	2 years	2 years	2 years	1 year	5 years
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Minimum Hourly Wage Level	Urban >100,000/60,000	New	100% statewide average wage (\$28.14 FY23)	100% statewide average wage (\$28.14 FY23)	100% statewide average wage (\$28.14 FY23)	100% statewide average wage (\$28.14 FY23)	100% statewide average wage (\$28.14 FY23)	100% statewide average wage (\$28.14 FY23)
		Expansion	100% statewide average wage (\$28.14 FY23)	100% statewide average wage \$28.14 FY23)	100% statewide average wage (\$28.14 FY23)	100% statewide average wage (\$28.14 FY23)	100% statewide average wage (\$28.14 FY23)	100% statewide average wage \$28.14 FY23)

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Modified Business Tax Abatement

Up to 50% abatement for up to 4 years on quarterly payroll over \$50,000 taxed at 1.475%
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Personal Property Tax Abatement

Up to 50% abatement for up to 10 years on personal property
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Real Property Tax Abatement for Recycling

Up to 50% abatement for up to 10 years on real property for qualified recycling businesses
NRS 701A.210

Aviation Parts Tax Abatement

Up to 50% abatement for 10 years on personal property and reduced tax rate to 2% on aircraft parts and equipment purchase for 10 years.
*See Note
NRS 360.753

Data Center Tax Abatement

Personal property tax abatement of 75% for up to 10 or 20 years and reduced sales tax rate to 2% for 10 or 20 years.
*See Note.
NRS 360.754

Requirement Type & Timeline			2 years	2 years	2 years	2 years	1 year	5 years
Capital Investment	Rural <100,000/60,000	New	\$250,000	\$250,000	\$1,000,000 Manufacturing \$250,000 Non-Manufacturing	\$1,000,000 Manufacturing \$250,000 Non-Manufacturing	\$250,000	\$25,000,000 for 10 years \$100,000,000 for 20 years
		Expansion	20% of the value of prior year tangible property	20% of the value of prior year tangible property	20% of the value of prior year tangible property	20% of the value of prior year tangible property	\$250,000	\$25,000,000 for 10 years \$100,000,000 for 20 years
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Minimum Hourly Wage Level	Rural <100,000/60,000	New	100% statewide average wage (\$28.14 FY23)	100% statewide average wage (\$28.14 FY23)	100% statewide average wage (\$28.14 FY23)	100% statewide average wage (\$28.14 FY23)	100% statewide average wage (\$28.14 FY23)	100% statewide average wage (\$28.14 FY23)
		Expansion	100% statewide average wage (\$28.14 FY23)	100% statewide average wage (\$28.14 FY23)	100% statewide average wage (\$28.14 FY23)	100% statewide average wage (\$28.14 FY23)	100% statewide average wage (\$28.14 FY23)	100% statewide average wage (\$28.14 FY23)

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** The applicant commits to maintaining the business in Nevada for 5 years.

** The applicant needs to generate more than 50% of revenue from outside of the state.

**Note: Requires the GOEDs Board approval a reduction to 2% by a two-thirds vote. If not approved, the abatement will be reduced to 4.6%.*



Board of Storey County Commissioners Agenda Action Report

**Meeting date: 9/5/2023 10:00 AM -
BOCC Meeting**

Estimate of Time Required: 15 min.

Agenda Item Type: Discussion/Possible Action

- **Title:** Discussion and possible consideration of the board’s position responding to the Nevada Governor’s Office of Economic Development (GOED) requesting from Storey County a letter of acknowledgement regarding an application to GOED for Sales and Use Tax Abatement, Modified Business Tax Abatement, and Personal Property Tax Abatement for Symbia Fulfillment Services of NV, LLC. planned in Storey County. The tax abatements are subject to GOED approval per NRS 360 as a “standard partial abatement”.
- **Recommended motion:** I (commissioner) motion to direct county staff to submit a letter to GOED acknowledging an application for Sales and Use Tax Abatement, Modified Business Tax Abatement, and Personal Property Tax Abatement for Symbia Fulfillment Services of NV, LLC. planned in Storey County.
- **Prepared by:** Austin Osborne

Department: _____ **Contact Number:** 775.847.0968

- **Staff Summary:** This item is subject to NRS 360 and the application to the Governor’s Office of Economic Development to receive standard GOED abatements for meeting certain full-time employment, investments, and capital equipment investments for logistic users. The abatement impacts are summarized in the attached letter from GOED. GOED will consider the abatements at its September 12, 2023, meeting. See <https://goed.nv.gov/about/board/> for GOED board meeting materials.
- **Supporting Materials:** See attached
- **Fiscal Impact:** Yes
- **Legal review required:** TRUE
- **Reviewed by:**

_____ Department Head

Department Name: _____

_____ County Manager

Other Agency Review: _____

- **Board Action:**

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

Nevada Governor's Office of
ECONOMIC DEVELOPMENT

555 E. 1111.1thg1011 A,,,,,1111<', S11ie 5400, La., V!!!: N\1 /JJO/
702.486.2700
www.goed.nv.gov

8/11/2023

Mr. Austin Osborne
Storey County Assessor
P.O. Box 176
Storey County, NV 89440

Via: Certified Mail

Re: Sales & Use Tax, Modified Business Tax and Personal Property Tax Abatements
Symbia Fulfillment Services of NV, LLC

To Mr. Osborne,

This is a notification of and a request for a Letter of Acknowledgment regarding Symbia Fulfillment Services of NV, LLC's application to the Governor's Office of Economic Development for Sales & Use Tax Abatement, Modified Business Tax Abatement, Personal Property Tax Abatement for their operations planned in Storey County.

This will result in at least 25 new full-time jobs for at least five years. The company is planning to invest \$4,051,000 in capital equipment. The ten-year total economic impact is estimated to be \$37,142,937 and new tax revenue generated over ten years is estimated to be \$5,729,473. We are under a statutory requirement to notify affected local governments prior to the public hearing where the application will be considered (NRS 360.757). We estimate the total Sales & Use Tax Abatement to be \$121,530; the Modified Business Tax Abatement is estimated to be \$6,765 which constitutes a 50% abatement of the tax due for 4 years; the Personal Property Tax Abatement is estimated to be \$89,406 which constitutes a 50% abatement over 10 years.

A board meeting is scheduled to review this application on September 12, 2023, at 1:00 p.m. in Las Vegas, Nevada and via video conference to Carson City, Nevada. If you'd like to provide feedback about this project, we encourage you to attend this meeting and come forward during public comment.

Thank you for your attention and consideration of this request. If you have any questions, please feel free to contact this office at your convenience.

Sincerely,

S H,,

Melanie Sheldon
Senior Director of Business Development
Governor's Office of Economic Development

Joe Lombardo, Gm'e1w1r
11w111as .i. Bums, t0rec1111le Director

Empowering Success



Board of Storey County Commissioners Agenda Action Report

Meeting date: 9/5/2023 10:00 AM -
BOCC Meeting

Estimate of Time Required: 10 min.

Agenda Item Type: Discussion/Possible Action

- **Title:** Discussion and Possible action to authorize filing of Petition for Judicial Confirmation intended to identify the site where the Mark Twain Community Center is located is the property of Storey County.
- **Recommended motion:** I (commissioner), move to authorize the District Attorney’s Office to file a Petition for Judicial Confirmation to establish that Storey County is the owner of the land on which the Mark Twain Community Center is located.
- **Prepared by:** KEITH LOOMIS

Department: **Contact Number:** 7758470964

- **Staff Summary:** In 1969 R.J. Lafond filed a subdivision map for the Mark Twain Estates Unit #3. Among the parcels created by the map was one described as being 5.71 acres in size and identified solely as “County”. This parcel bears assessor’s Parcel No. 003-273-13 with a street address of 500 Sam Clemens Avenue. It is the parcel on which a fire station previously existed, and which now has the Mark Twain Community Center. The subdivision map did not formally dedicate the parcel to the County, nor has it subsequently been deeded. There is a legal doctrine known as implied dedication which would apply in this case to make it clear that the property does belong to the County. The issuance of an order to that effect could be recorded and clear the title to the property.
- **Supporting Materials:** See attached
- **Fiscal Impact:**
- **Legal review required:** TRUE
- **Reviewed by:**

_____ Department Head

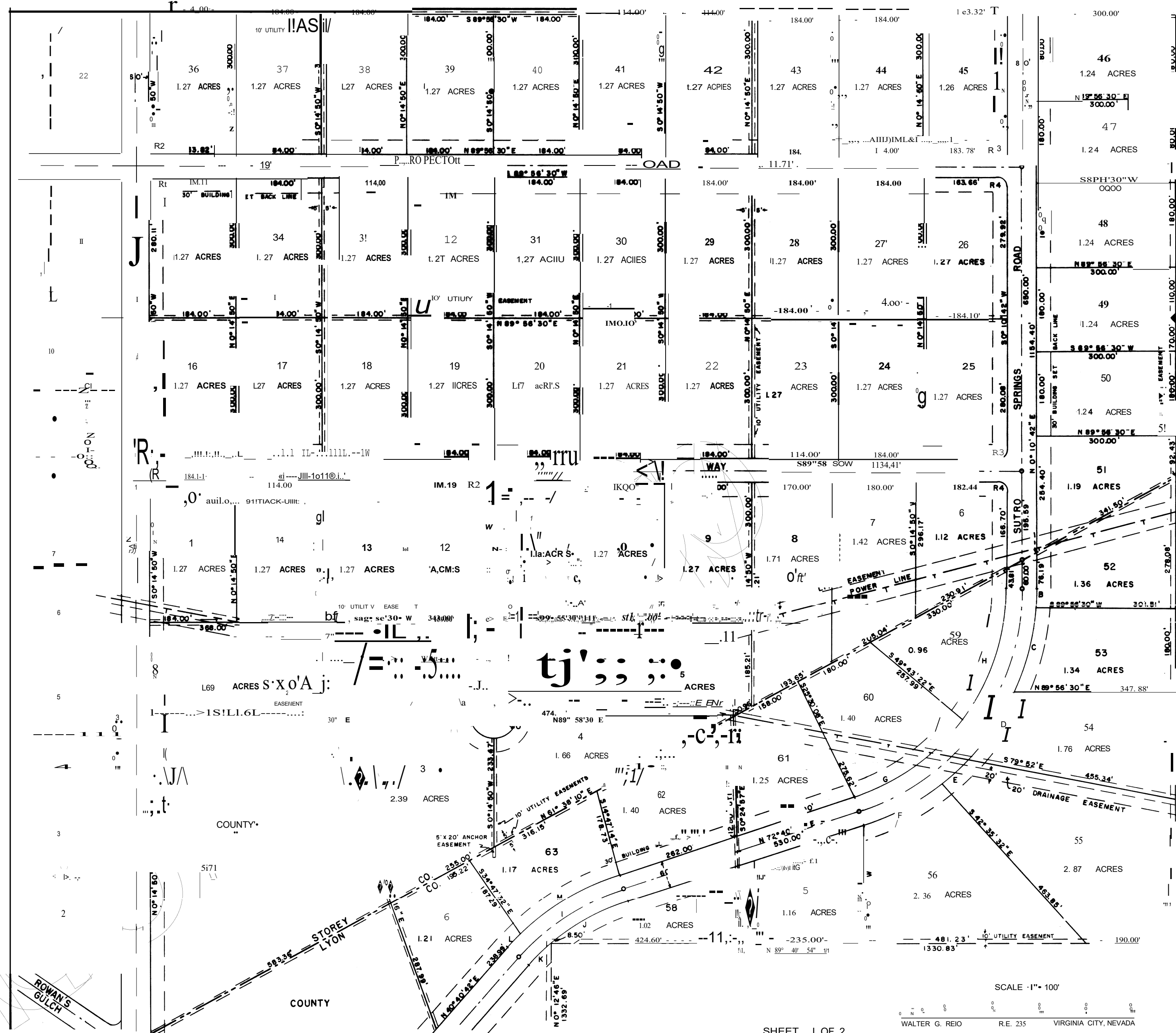
Department Name: _____

_____ County Manager

Other Agency Review: _____

- **Board Action:**

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



CURVE TABLE

Curve	Angle	Radius	Chord	Area
R1	89° 41' 40"	20	19.92	31.33
R2	90° 18' 20"	20	20.00	31.50
R3	89° 45' 48"	20	19.92	31.33
R4	90° 14' 12"	20	20.00	31.50
R5	55° 44' 50"	20	10.58	18.86
R6	124° 15' 10"	20	37.82	49.37
R7	90° 28' 56"	20	20.18	31.57
R8	89° 33' 06"	20	19.84	31.28
R9	146° 11' 45"	40	131.84	102.04
R10	83° 49' 18"	20	17.88	28.28
R11	98° 10' 42"	20	23.28	33.87
A	72° 30'	500	368.82	882.88
B	4° 19' 27"	530	20.01	40.00
C	20° 13' 08"	530	94.50	187.03
D	19° 25' 01"	530	90.88	178.81
E	8° 12' 58"	530	38.07	76.00
F	20° 19' 28"	530	98.00	198.00
G	35° 55' 42"	470	152.39	294.79
H	36° 34' 18"	470	156.31	300.00
I	32° 00'	500	143.37	278.28
J	21° 32' 42"	470	88.42	178.73
K	10° 27' 18"	470	48.00	88.78
L	4° 19' 27"	530	20.01	40.00
M	27° 40' 53"	530	130.88	258.01
N	59° 41' 40"	50	28.48	52.00
O	90° 12' 20"	50	30.74	78.80
P	89° 41' 40"	50	30.74	78.27
Q	60° 18' 20"	50	11.11	29.01
R	60° 18' 20"	50	29.01	12.83

RESTRICTIONS ARE FILED IN _____ STOREY COUNTY RECORDS. 1/20 9/10 2 RESTRICTIONS ARE FILED IN BOOK PAGE _____ OF _____ LYON COUNTY RECORDS.

MARK TWAIN ESTATES UNIT NO. 3 EI/2 SECTION 30 T 17N., R. 22E., M.D. 8AM. IN STOREY COUNTY 8 LYON COUNTY, NEVADA BY: R. J. LAFOND-OWNER

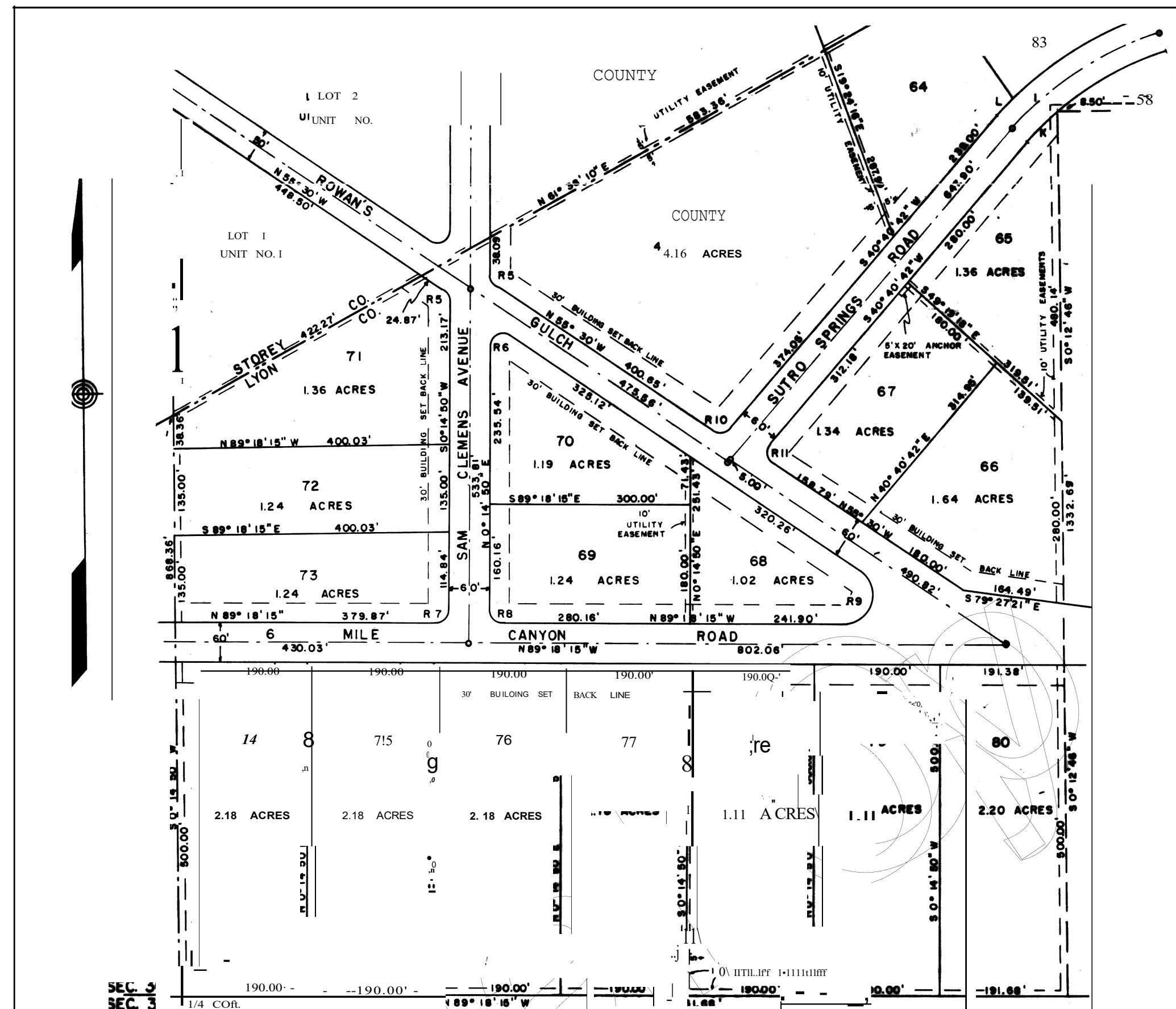
SCALE - 1" = 100'
WALTER G. REIO R.E. 235 VIRGINIA CITY, NEVADA

NO. N. N. SEC. 30

PLAN HOLD CORPORATION - IRVINE, CALIFORNIA
RECORDED BY NUMBER 07348
SECTION 30 OF TOWN 17N, RANGE 12E, COUNTY OF LYON, NEVADA

DRAWING NUMBER

DRAWING NUMBER



OWNER'S CERTIFICATE
KNOW ALL MEN BY THESE PRESENTS, THAT R. J. LAFOND, OF THE OWNERS OF TRACT NO. 1 AND UNIT NO. 1, LYON COUNTY, NEVADA, HEREBY EXECUTED IN COMPLIANCE WITH AND SUBJECT TO THE PROVISIONS OF THE LAWS OF THE STATE OF NEVADA AUTHORIZING THE OWNER OF LAND TO LAY OUT AND PLAT SUCH LANDS INTO LOTS, BLOCKS AND STREETS.
I, THE SAID OWNER, DO HEREBY, TO DEDICATE, OR PUBLIC STREETS AND ROADWAY PURPOSES - THE STREETS DELINEATED SAID PLAT AND DOES HEREBY DELINEATE PUBLIC UTILITY PURPOSES EACH OF THE UTILITY EASEMENTS DELINEATED ON SAID PLAT.
IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL THIS DAY OF 11th MONTH OF SEPTEMBER, 1959.
R. J. Lafond
R. J. LAFOND - OWNER

STATE OF NEVADA
COUNTY OF LYON
ON THIS 11th DAY OF SEPTEMBER, 1959, PERSONALLY APPEARED BEFORE ME, A NOTARY PUBLIC IN AND FOR THE COUNTY OF LYON, NEVADA, THE SAID R. J. LAFOND, PERSON WHO EXECUTED THE FOREGOING INSTRUMENT, WHOSE NAME AND ADDRESS ARE SET FORTH THEREIN, AND WHOSE SIGNATURE AND SEAL ARE SET FORTH THEREIN, AND WHOSE SIGNATURE AND SEAL ARE SET FORTH THEREIN, AND WHOSE SIGNATURE AND SEAL ARE SET FORTH THEREIN.
I, THE SAID NOTARY PUBLIC, DO HEREBY CERTIFY THAT THE SAID R. J. LAFOND IS A PERSON WHOSE NAME AND ADDRESS ARE SET FORTH THEREIN, AND WHOSE SIGNATURE AND SEAL ARE SET FORTH THEREIN, AND WHOSE SIGNATURE AND SEAL ARE SET FORTH THEREIN.
NOTARY PUBLIC IN AND FOR THE COUNTY OF LYON, NEVADA
Warren Salton
NOTARY PUBLIC IN AND FOR THE COUNTY OF LYON, NEVADA
MY COMMISSION EXPIRES 1st OF SEPTEMBER, 1961

COUNTY ENGINEER'S CERTIFICATE
I CERTIFY THAT I HAVE PLANNED AND LAYED OUT THE SAID PLAT AND THAT THE SAID PLAT IS IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEVADA.
Walter G. Reid
COUNTY ENGINEER

ENGINEER'S CERTIFICATE
I, WALTER G. REID, DO HEREBY CERTIFY THAT THIS PLAT IS A TRUE AND ACCURATE MAP OF THE LAND SHOWN BY - MIO LAIO OUT INTO BLOCKS, LOTS, STRIPS, TUES, MD PUBLIC PLACES AT THE INSTANCE OF R. J. LAFOND, THAT THE LOCATION OF THE SAID LOTS, STRIPS, ALLEYS AND PUBLIC PLACES HAS BEEN DEFINITELY ESTABLISHED AND PERPETUATED IN STRICT ACCORDANCE WITH THE LAWS AND AS SHOWN HEREON. THAT THE SAID LOTS, STRIPS, ALLEYS AND PUBLIC PLACES ARE SHOWN HEREON AS BEING SITUATED WITHIN THE 1/4 SECTION 10, T.17N., R.22E., M.11BBM. THAT THE SAID LOTS, STRIPS, ALLEYS AND PUBLIC PLACES ARE SITUATED WITHIN THE 1/4 SECTION 10, T.17N., R.22E., M.11BBM. THAT THE SAID LOTS, STRIPS, ALLEYS AND PUBLIC PLACES ARE SITUATED WITHIN THE 1/4 SECTION 10, T.17N., R.22E., M.11BBM.
Walter G. Reid
WALTER G. REID
VIRGINIA CITY, NEVADA

CERTIFICATE OF COUNTY CLERK
THE UNDERSIGNED CERTIFIES THAT HE IS THE COUNTY CLERK OF LYON COUNTY, NEVADA AND THAT THE COUNTY COMMISSIONERS OF SAID COUNTY APPROVED THIS MAP, SUBJECT TO THE STIPULATION THAT THE COUNTY COMMISSIONERS IN ADOPTING SAME HEREBY ASSUME NO RESPONSIBILITY FOR THE PUBLIC WAYS SHOWN HEREON.
HEMON, TMI SAME NOT BEING ACCEPTED AS PUBLIC DEDICATIONS, THE COUNTY COMMISSIONERS HOWEVER RESERVE RIGHT TO ACCEPT THE STREETS AS SHOWN HEREON AT ANY FUTURE DATE.
DATED THIS DAY OF MA, 1959.
W. F. Jan
LYON COUNTY CLERK

CERTIFICATE OF COUNTY CLERK
THE UNDERSIGNED CERTIFIES THAT HE IS THE COUNTY CLERK OF STOREY COUNTY, NEVADA AND THAT THE COUNTY COMMISSIONERS OF SAID COUNTY APPROVED THIS MAP, SUBJECT TO THE STIPULATION THAT THE COUNTY COMMISSIONERS IN ADOPTING SAME HEREBY ASSUMES NO RESPONSIBILITY FOR THE PUBLIC WAYS SHOWN HEREON. THE SAME NOT BEING ACCEPTED AS PUBLIC DEDICATIONS, THE COUNTY COMMISSIONERS HOWEVER RESERVE THE RIGHT TO ACCEPT THE STREETS AS SHOWN HEREON AT ANY FUTURE DATE.
DATED THIS 20th DAY OF 7th, 1959.
Walter G. Reid
STOREY COUNTY CLERK

RECORDER'S CERTIFICATE
FILED FOR RECORD AT THE REQUEST OF _____ ON THE _____ DAY OF _____, 1959, AT _____ MINUTES PAST _____ O'CLOCK _____ N., RECORDS OF LYON COUNTY, NEVADA.
LYON COUNTY RECORDER

RECORDER'S CERTIFICATE
FILED FOR RECORD AT THE REQUEST OF _____ ON THE 11th DAY OF SEPTEMBER, 1959, AT 6 MINUTES PAST 9 O'CLOCK A.M. RECORDS OF STOREY COUNTY, NEVADA.
M-H. S. I-S?Z
STOREY COUNTY RECORDER

DEPARTMENT OF HEALTH
THIS SUBDIVISION IS HEREBY APPROVED FOR INDIVIDUAL WATER SUPPLY AND SEWAGE DISPOSAL SYSTEMS, WHICH MUST COMPLY WITH STATE HEALTH DEPARTMENT REGULATIONS AND SUBDIVISIONS RESTRICTIONS.
STATE HEALTH DEPARTMENT

UTILITY COMPANY'S CERTIFICATE
THE UTILITY FACILITIES AS SHOWN ON TWAIN ESTATES, UNIT NO. J ARE APPROVED.
B. D. Kammann
TELEPHONE CO. OF NEVADA
?J;:lz.'SZ=...
SIERRA PACIFIC POWER COMPANY

STOREY COUNTY PLANNING COMMISSION
I HEREBY CERTIFY THAT THIS MAP IS IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEVADA.
STOREY COUNTY PLANNING COMMISSION ON THE 11th DAY OF SEPTEMBER, 1959.
CHAIRMAN

CURVE	TABLE			
NO.	A	R	T	L
11	44.4	20	10.0	43.37
12	124.1	40	20.1	31.17
17	0021.1	20	11.1	11.21
RI	151.94	20	22.21	33.17
RO	17.11	20	21.21	21.21
RII	10.42	20	22.21	33.17
I	900	470	43.00	71
K	10.27	470	43.00	71
L	21	510	20.01	40.00

RESTRICTIONS ARE FILED IN _____ STOREY COUNTY RECORDS.
RESTRICTIONS ARE FILED IN BOOK _____ PAGE _____ LYON COUNTY RECORDS.

MARK TWAIN ESTATES
UNIT NO. 3
E V2 SEC. 30, T. 17N., R. 22E., M. 11BBM.
sro.EY a LYON COUNTIES, NEVADA
BY: R. J. LAFOND-OWNER

SCALE - 1" = 100'
CITY, NEVADA
R.E. 2111 VIRGINIA CITY, NEVADA



Board of Storey County Commissioners Agenda Action Report

**Meeting date: 9/5/2023 10:00 AM -
BOCC Meeting**

Estimate of Time Required: 10 min.

Agenda Item Type: Discussion/Possible Action

- **Title:** Discussion and Possible action to approve Resolution 23-704 declaring the intention of the Board of County Commissioners to lease a portion of its property at 1705 Peru Drive in the Tahoe Reno Industrial Center to the State of Nevada for the benefit of the Nevada Highway Patrol for no rent, setting a date and time for a public hearing on the proposed lease and authorizing publication of a notice of the hearing.
- **Recommended motion:** I (commissioner), move to approve Resolution 23-704 the lease of a portion of the County Complex at 1705 Peru Drive to the State of Nevada for the benefit of the Nevada Highway Patrol, authorize publication of a notice of a time and date to hold a public hearing on the proposed lease and set the date and time for the public hearing at 10:30 a.m. on October 3, 2023.
- **Prepared by:** KEITH LOOMIS

Department: **Contact Number:** 7758470964

- **Staff Summary:** The State of Nevada is proposing to lease property a portion of the County Property at 1705 Peru Drive for use by the Nevada Highway Patrol. This is essentially a continuation of the existing use of the property by the Highway Patrol. In order to lease property to a government agency, NRS 277.050 requires that the Board adopt a resolution giving notice of its intention to lease the property and then set a date for a public hearing on the proposed lease at which any objections to the lease can be heard. The date and time of the hearing along with a description of the proposed lease must be published for two consecutive weeks not less than two weeks before the hearing with the last publication not less than 7 days before the hearing. That makes October 3, 2023, the first BOCC meeting at which the public hearing can be held.
- **Supporting Materials:** See attached
- **Fiscal Impact:**
- **Legal review required:** False
- **Reviewed by:**

____ Department Head

Department Name:

_____ County Manager

Other Agency Review: _____

• **Board Action:**

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

Exhibit A

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease"), made and entered into this 15th day of October, 2018, by and between the STOREY COUNTY, hereinafter referred to as LESSOR, and the STATE OF NEVADA, DEPARTMENT OF ADMINISTRATION, PUBLIC WORKS DIVISION, hereinafter referred to as LESSEE, for and on behalf of the DEPARTMENT OF PUBLIC SAFETY, NEVADA HIGHWAY PATROL, hereinafter referred to as TENANT (hereinafter collectively known as "the Parties").

WITNESS ETH:

For and in consideration of the rents herein reserved and the covenants, terms and conditions herein contained, the LESSOR does by these presents lease unto LESSEE the following described property:

Approximately 393 usable square feet of office space, (the "Demised Premises" and "Shared Space") located at 1705 Peru Drive, Sparks, Nevada 89434. Refer to "**EXHIBIT A**", attached hereto and incorporated herein.

ONE. TERM OF LEASE.

1.1 Term of Lease. Subject to Section Twenty below, LESSOR hereby leases unto LESSEE and LESSEE agrees to lease from LESSOR approximately 393 usable square feet of office space, located at 1705 Peru Drive, Sparks, Nevada 89434, effective upon approval of the Nevada Board of Examiners, expected to be on December 11, 2018, retroactively commencing December 1, 2018 and terminating on November 30, 2022, with an early occupancy of November 1, 2018.



1.2 Lack of Funding. Not Applicable, ZERO dollar lease. See Section Eleven below.

TWO. RENT. TENANT agrees to pay to the LESSOR as and for rental for said Demised Premises the sum of:

2.1 A monthly total of ZERO DOLLARS AND 00/100 (\$0.00).

THREE. UTILITIES AND SERVICES.

3.1 Utilities and Services Provided by LESSOR. LESSOR, at LESSOR'S sole cost and expense, shall provide the Demised Premises with utilities and services necessary to sustain a comfortable professional office environment.

3.2 Utilities and Services Provided and Paid by TENANT.

a) TELEPHONE/DATA. TENANT shall provide state-owned telephone and computer/data equipment and pay Industrial Standard user fees for telephone/data services.

b) JANITORIAL SERVICES. TENANT shall provide janitorial services for the Demised Premises.

3.3 Hours of Operation. TENANT shall have access to the Demised Premise and the Shared Space twenty-four hours a day 365 days a year as necessary to carry out its operations.

3.4 Building Access. LESSOR shall provide TENANT with access control cards, alarm codes, and building keys for TENANT employees' access to the Demised Premises and Shared Space. TENANT shall be responsible for safeguarding all LESSOR access control cards, alarm codes, and building keys and ensuring that only authorized employees have building access.



3.5 Co-location. TENANT and LESSOR shall ensure that their respective employees are sufficiently certified to view, modify, or otherwise use data which may be housed within the building. It is the responsibility of TENANT and LESSOR to safeguard the privacy of its own data.

Neither LESSOR'S nor TENANT'S personnel shall act in any manner that unreasonably causes disruption to the other party's right to quiet enjoyment of the Premises.

FOUR. REPAIR AND MAINTENANCE. LESSOR, at LESSOR'S sole cost and expense, agrees to provide maintenance and make any and all repairs necessary to keep the Demised Premises in a first-class condition during the Lease Term. TENANT shall reimburse LESSOR for repairs and replacements to the Demised Premises which are necessary due to TENANT'S misuse or negligence.

FIVE. ALTERATIONS, ADDITIONS AND IMPROVEMENTS. TENANT shall not negotiate or cause to be made any alterations, additions or improvements in or to the Demised Premises. TENANT may, at any time during the Lease Term, requisition LESSEE in writing to negotiate and arrange alterations, additions, or improvements in and to the Demised Premises by the LESSOR.

SIX. PAYMENT OF TAXES AND INSURANCE. LESSOR, at their sole cost and expense, agrees to maintain property and liability insurance on the building complex and improvements on the Demised Premises and Shared Space at all times during the Term of this Lease. LESSOR will pay all applicable real property taxes or any



other assessments on the Demised Premises when due, including improvements thereon during the Lease Term hereof or any renewal period.

TENANT shall maintain in force at its sole cost and expense, all risk property insurance coverage, including sprinkler leakage (if the building is equipped with sprinklers), in an amount equal to the replacement cost of TENANT'S trade fixtures, furnishings, equipment, and contents upon the Demised Premises.

The State of Nevada is self-insured for both liability and property insurance. All liability claims are handled in accordance with Nevada Revised Statutes, Chapter 41. Regarding property insurance, the State self-insures the first Five Hundred Thousand Dollars (\$500,000.00) of each loss. Claims above that amount are commercially insured under an all risks property insurance policy.

SEVEN. INDEMNIFICATION. To the extent of the liability limitation set forth in NRS Chapter 41, the LESSEE/TENANT hereby agrees to indemnify and hold harmless LESSOR, its successor, assigns, agents and employees from all claims, damages, losses and expenses due to TENANT negligence arising out of or resulting from the use and occupancy of the Demised Premises and Shared Space or any accident in connection therewith, but only to the extent caused in whole or in part by negligent acts or omissions of TENANT, its subtenants, employees or agents. The State shall not be required to indemnify the LESSOR, its successors, assigns, agents and employees for any liability, claims, damages, losses or expenses



relating to or arising out of this Lease to the extent caused in whole or in part by the acts, negligence or omission of LESSOR, its successors, assigns, agents, and employees, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

EIGHT. WAIVER OF SUBROGATION. LESSOR and LESSEE or TENANT hereby waive any rights each may have against the other for loss or damage to its property or property in which it may have an interest where such loss is caused by a peril of the type generally covered by all risk property insurance with extended coverage or arising from any cause which the claiming party was obligated to insure against under this Lease, and each party waives any right of subrogation regarding such property damage or losses, that it might otherwise have against the other party, any additional designated insured and any other tenant in the building. The Parties agree to cause their respective insurance companies insuring the Demised Premises or insuring their property on or in the Demised Premises to execute a waiver of any such rights of subrogation or, if so provided in the insurance contract, to give notice to the insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this Lease.



NINE. BREACH OR DEFAULT. In the event of any failure by LESSOR, LESSEE, or TENANT to keep and comply with any of the terms, covenants or provisions of this Lease or remedy any breach thereof, the defaulting party shall have thirty (30) days from the receipt of written notice of such default or breach within which to remove or cure said default or breach, or in the event the defaulting party is diligently pursuing the removal or cure of such breach, a reasonable time shall be allowed beyond the thirty (30) days.

TEN. ATTORNEY'S FEES. In the event suit is brought by LESSOR or by LESSEE or TENANT for breach of any express provision or condition of this Lease, the prevailing party of such action shall be entitled to reasonable attorney's fees, not to exceed \$125.00 per hour, which shall be deemed to have accrued on the commencement of the action and shall be paid on the successful completion of that suit by LESSOR, LESSEE or TENANT whichever the case may be.

ELEVEN. TERMINATION. This Lease may be terminated by mutual consent of both parties or unilaterally by either party without cause, provided that a termination shall not be effective until ninety (90) days after a party has serviced written notice upon the other party. The parties expressly agree that this Lease shall be terminated immediately if for any reason State and/or Federal funding ability to satisfy this Lease is withdrawn, limited, or impaired.

TWELVE. HOLDOVER TENANCY. If TENANT holds possession of the Demised Premises after the expiration of this Lease or if written



notice of intent to renew for any option period herein is not provided as specified, this Lease shall become a month-to-month lease on the terms herein specified. The monthly rent for each month shall be in an amount equal to the monthly rental immediately preceding the Expiration Date.

THIRTEEN. OPTION TO RENEW. LESSEE shall have the option to renew this Lease by giving written notice of intention to renew at least ninety (90) days prior to expiration of the Lease Term or any renewal period hereunder. Receipt of which shall be acknowledged by LESSOR in writing. The exercise of the option shall, however, not be effective nor binding on the Parties herein unless and until the same has been approved by the Nevada Board of Examiners, which may occur after the required prior written notice.

FOURTEEN. REMEDIES. The remedies given to LESSOR, LESSEE and/or TENANT shall be cumulative, and the exercise of any one remedy shall not be to the exclusion of any other remedy.

FIFTEEN. NOTICES. All notices under this Lease shall be in writing and delivered in person or sent by certified mail, return receipt requested, to LESSOR and in all cases jointly to both LESSEE and TENANT at their respective addresses set forth below or to such other address as may hereafter be designated by either party in writing:



LESSOR

Storey County
PO Box 176
Virginia City, Nevada 89440
Telephone: (775) 847-0930
Fax: (775) 847-0949

LESSEE

State of Nevada
Department of Administration
Public Works Division
Attention: Leasing Services
515 East Musser Street, Suite 102
Carson City, Nevada 89701-4263
Telephone: (775) 684-1815
Fax: (775) 684-1817

TEN. ANT

Department of Public Safety
Attn: Contract Manager
555 Wright Way
Carson City, Nevada 89711
Telephone: (775) 684-4698
Fax: (775) 684-4809

SIXTEEN. SEVERABILITY. If any term or provision of this Lease or the application of it to any person or circumstance shall to any extent determined in a legal proceedings to be invalid and unenforceable, the remainder of this Lease (or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable) shall not be affected thereby, and each term and provision of this Lease shall be valid and shall be enforced to the extent permitted by law.

SEVENTEEN . .AMENDMENT OR MODIFICATION. This Lease constitutes the entire agreement between the Parties and may only be amended



or modified with the mutual consent of the Parties hereto, which amendment or modification must be in writing, executed and dated by the Parties hereto and approved by the Nevada Board of Examiners.

EIGHTEEN. PARKING. LESSOR shall provide TENANT, two (2) reserved parking spaces for marked patrol vehicles and privately owned employee vehicles as necessary for use by employees assigned to work at the Premises, at no cost to the TENANT.

NINETEEN. PRIOR TERMINATION. This Lease may be terminated prior to the terms set forth herein above if for any reason, the purpose of this Lease is substantially impaired or obstructed by any event, occurrence or circumstance outside the control of LESSOR, LESSEE, or TENANT, including any governmental condemnation, without prejudice or penalty to any party hereto and without such event, occurrence or circumstance being defined, and interpreted or construed as breach or default on the part of any party.

TWENTY. PRIOR APPROVAL OF THE NEVADA BOARD OF EXAMINERS. This Lease is contingent upon prior approval by the Nevada Board of Examiners and is not binding upon the Parties hereto or effective until such approvals.

TWENTY-ONE. COUNTERPARTS. This Lease may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.



IN WITNESS WHEREOF, the Parties hereto have executed this Lease as of the day and year first above written.

LESSOR

LESSEE

STOREY COUNTY

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
PUBLIC WORKS DIVISION

By _____
Pat Whitten
County Manager

By _____
Edward D. Patrick, PE
Administrator

Date _____

Date _____

I Reviewed as to form and
C compliance with law only:

TENANT

I PAUL ADAM LAXALT
Z ATTORNEY GENERAL

DEPARTMENT OF PUBLIC SAFETY

E By
Susan K. Stewart
Deputy Attorney General

By
James Wright
Director

I Date _____

Date _____

A Approved by:

DEPARTMENT OF PUBLIC SAFETY
NEVADA HIGHWAY PATROL

B BOARD OF EXAMINERS

By _____
John O'Rourke
Chief

B By _____
Paul Nicks
Interim Clerk of the Board

Date _____

D Date _____



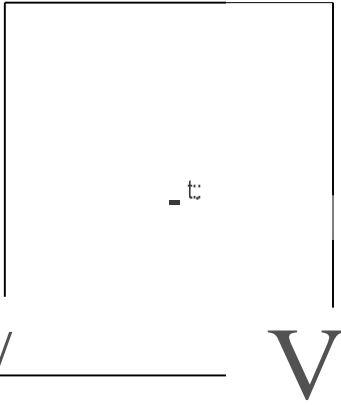
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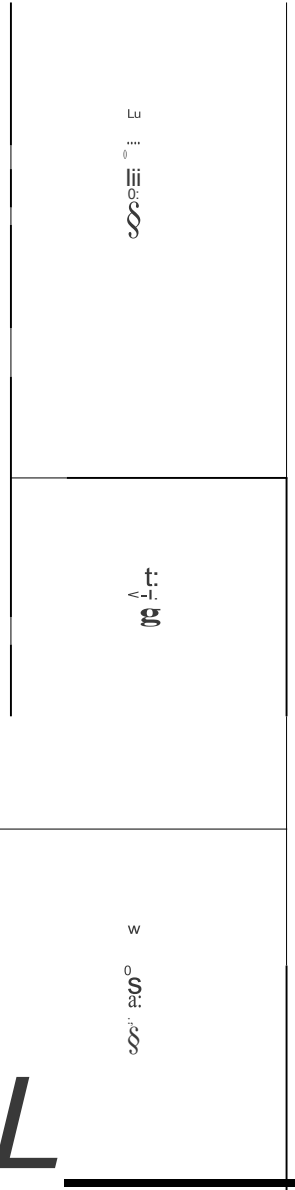


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LEASE AGREEMENT

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1. 2 Lack of Funding. Not Applicable, ZERO dollar lease. See Section Eleven below.

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3.5 Co-location. TENANT and LESSOR shall ensure that their respective employees are sufficiently certified to view, modify, or otherwise use data which may be housed within the building. It is the responsibility of TENANT and LESSOR to safeguard the privacy of its own data.

Neither LESSOR'S nor TENANT'S personnel shall act in any manner that unreasonably causes disruption to the other party's right to quiet enjoyment of the Premises.

FOUR. REPAIR AND MAINTENANCE. LESSOR, at LESSOR'S sole cost and expense, agrees to provide maintenance and make any and all repairs necessary to keep the Demised Premises in a first-class condition during the Lease Term. TENANT shall reimburse LESSOR for repairs and replacements to the Demised Premises which are necessary due to TENANT'S misuse or negligence.

FIVE. ALTERATIONS, ADDITIONS AND IMPROVEMENTS. TENANT shall not negotiate or cause to be made any alterations, additions or improvements in or to the Demised Premises. TENANT may, at any time during the Lease Term, requisition LESSEE in writing to negotiate and arrange alterations, additions, or improvements in and to the Demised Premises by the LESSOR.

SIX. PAYMENT OF TAXES AND INSURANCE. LESSOR, at their sole cost and expense, agrees to maintain property and liability insurance on the building complex and improvements on the Demised Premises and Shared Space at all times during the Term of this Lease. LESSOR will pay all applicable real property taxes or any



other assessments on the Demised Premises when due, including improvements thereon during the Lease Term hereof or any renewal period.

TENANT shall maintain in force at its sole cost and expense, all risk property insurance coverage, including sprinkler leakage (if the building is equipped with sprinklers), in an amount equal to the replacement cost of TENANT'S trade fixtures, furnishings, equipment, and contents upon the Demised Premises.

The State of Nevada is self-insured for both liability and property insurance. All liability claims are handled in accordance with Nevada Revised Statutes, Chapter 41. Regarding property insurance, the State self-insures the first Five Hundred Thousand Dollars (\$500,000.00) of each loss. Claims above that amount are commercially insured under an all risks property insurance policy.

SEVEN. INDEMNIFICATION. To the extent of the liability limitation set forth in NRS Chapter 41, the LESSEE/TENANT hereby agrees to indemnify and hold harmless LESSOR, its successor, assigns, agents and employees from all claims, damages, losses and expenses due to TENANT negligence arising out of or resulting from the use and occupancy of the Demised Premises and Shared Space or any accident in connection therewith, but only to the extent caused in whole or in part by negligent acts or omissions of TENANT, its subtenants, employees or agents. The State shall not be required to indemnify the LESSOR, its successors, assigns, agents and employees for any liability, claims, damages, losses or expenses



relating to or arising out of this Lease to the extent caused in whole or in part by the acts, negligence or omission of LESSOR, its successors, assigns, agents, and employees, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

EIGHT. WAIVER OF SUBROGATION. LESSOR and LESSEE or TENANT hereby waive any rights each may have against the other for loss or damage to its property or property in which it may have an interest where such loss is caused by a peril of the type generally covered by all risk property insurance with extended coverage or arising from any cause which the claiming party was obligated to insure against under this Lease, and each party waives any right of subrogation regarding such property damage or losses, that it might otherwise have against the other party, any additional designated insured and any other tenant in the building. The Parties agree to cause their respective insurance companies insuring the Demised Premises or insuring their property on or in the Demised Premises to execute a waiver of any such rights of subrogation or, if so provided in the insurance contract, to give notice to the insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this Lease.



NINE. BREACH OR DEFAULT. In the event of any failure by LESSOR, LESSEE, or TENANT to keep and comply with any of the terms, covenants or provisions of this Lease or remedy any breach thereof, the defaulting party shall have thirty (30) days from the receipt of written notice of such default or breach within which to remove or cure said default or breach, or in the event the defaulting party is diligently pursuing the removal or cure of such breach, a reasonable time shall be allowed beyond the thirty (30) days.

TEN. ATTORNEY'S FEES. In the event suit is brought by LESSOR or by LESSEE or TENANT for breach of any express provision or condition of this Lease, the prevailing party of such action shall be entitled to reasonable attorney's fees, not to exceed \$125.00 per hour, which shall be deemed to have accrued on the commencement of the action and shall be paid on the successful completion of that suit by LESSOR, LESSEE or TENANT whichever the case may be.

ELEVEN. TERMINATION. This Lease may be terminated by mutual consent of both parties or unilaterally by either party without cause, provided that a termination shall not be effective until ninety (90) days after a party has serviced written notice upon the other party. The parties expressly agree that this Lease shall be terminated immediately if for any reason State and/or Federal funding ability to satisfy this Lease is withdrawn, limited, or impaired.

TWELVE. HOLDOVER TENANCY. If TENANT holds possession of the Demised Premises after the expiration of this Lease or if written



notice of intent to renew for any option period herein is not provided as specified, this Lease shall become a month-to-month lease on the terms herein specified. The monthly rent for each month shall be in an amount equal to the monthly rental immediately preceding the Expiration Date.

THIRTEEN. OPTION TO RENEW. LESSEE shall have the option to renew this Lease by giving written notice of intention to renew at least ninety (90) days prior to expiration of the Lease Term or any renewal period hereunder. Receipt of which shall be acknowledged by LESSOR in writing. The exercise of the option shall, however, not be effective nor binding on the Parties herein unless and until the same has been approved by the Nevada Board of Examiners, which may occur after the required prior written notice.

FOURTEEN. REMEDIES. The remedies given to LESSOR, LESSEE and/or TENANT shall be cumulative, and the exercise of any one remedy shall not be to the exclusion of any other remedy.

FIFTEEN. NOTICES. All notices under this Lease shall be in writing and delivered in person or sent by certified mail, return receipt requested, to LESSOR and in all cases jointly to both LESSEE and TENANT at their respective addresses set forth below or to such other address as may hereafter be designated by either party in writing:



LESSOR

Storey County
PO Box 176
Virginia City, Nevada 89440
Telephone: (775) 847-0930
Fax: (775) 847-0949

LESSEE

State of Nevada
Department of Administration
Public Works Division
Attention: Leasing Services
515 East Musser Street, Suite 102
Carson City, Nevada 89701-4263
Telephone: (775) 684-1815
Fax: (775) 684-1817

TENANT

Department of Public Safety
Attn: Contract Manager
555 Wright Way
Carson City, Nevada 89711
Telephone: (775) 684-4698
Fax: (775) 684-4809

SIXTEEN. SE RABILITY. If any term or provision of this Lease or the application of it to any person or circumstance shall to any extent determined in a legal proceedings to be invalid and unenforceable, the remainder of this Lease (or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable) shall not be affected thereby, and each term and provision of this Lease shall be valid and shall be enforced to the extent permitted by law.

SEVENTEEN. AMENDMENT OR MODIFICATION. This Lease constitutes the entire agreement between the Parties and may only be amended



or modified with the mutual consent of the Parties hereto, which amendment or modification must be in writing, executed and dated by the Parties hereto and approved by the Nevada Board of Examiners.

EIGHTEEN. PARKING. LESSOR shall provide TENANT, two (2) reserved parking spaces for marked patrol vehicles and privately owned employee vehicles as necessary for use by employees assigned to work at the Premises, at no cost to the TENANT.

NINETEEN. PRIOR TERMINATION. This Lease may be terminated prior to the terms set forth herein above if for any reason, the purpose of this Lease is substantially impaired or obstructed by any event, occurrence or circumstance outside the control of LESSOR, LESSEE, or TENANT, including any governmental condemnation, without prejudice or penalty to any party hereto and without such event, occurrence or circumstance being defined, and interpreted or construed as breach or default on the part of any party.

TWENTY. PRIOR APPROVAL OF THE NEVADA BOARD OF EXAMINERS. This Lease is contingent upon prior approval by the Nevada Board of Examiners and is not binding upon the Parties hereto or effective until such approvals.

TWENTY-ONE. COUNTERPARTS. This Lease may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.



IN WITNESS WHEREOF, the Parties hereto have executed this Lease as of the day and year first above written.

LESSOR

LESSEE

STOREY COUNTY

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
PUBLIC WORKS DIVISION

By _____
Pat Whitten
County Manager

By 0_a_r_d D P_a_t_r_l_c_·_k_ , P E
C/4.dministrator

Date

Date _____

Reviewed as to form and compliance with law only:

TENANT

PAUL ADAM LAXALT
ATTORNEY GENERAL

DEPARTMENT OF PUBLIC SAFETY

By _____
Susan K. Stewart
Deputy Attorney General

By _____
James Wright
Director

Date

Date

Approved by:

DEPARTMENT OF PUBLIC SAFETY
NEVADA HIGHWAY PATROL

BOARD OF EXAMINERS

By _____
John O'Rourke
Chief

By _____
Paul Nicks
Interim Clerk of the Board

Date

Date



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RESOLUTION NO 23-704

RESOLUTION

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

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

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

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

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

NOW THEREFORE IS IT HEREBY RESOLVED AS FOLLOWS:

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

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

ADOPTED this 5th day of September, 2023

BOARD OF COUNTY COMMISSIONERS OF STOREY COUNTY

By: _____
JAY CARMONA, Chairman

ATTEST:

JIM HINDLE Storey County Clerk/Treasurer



Board of Storey County Commissioners Agenda Action Report

**Meeting date: 9/5/2023 10:00 AM -
BOCC Meeting**

Estimate of Time Required: 0-5

Agenda Item Type: Discussion/Possible Action

- **Title:** For consideration and possible approval of business license second readings:
- A. Keeley Construction Group Inc. – Contractor / 500 S. Ewing Ave Ste. G ~ St Louis, MO
- B. Redwood Materials EPC, LLC – Contractor / 1201 Battery Blvd ~ McCarran, NV
- C. TNT Auction – General / 601 Britain Dr. ~ McCarran, NV
- D. Troomi Wireless Inc. – Out of County / 151 Southhall Lane Ste. 450 ~ Maitland, FL
- **Recommended motion:** Approval
- **Prepared by:** Ashley Mead

Department: **Contact Number:** 775-847-0966

- **Staff Summary:** Second readings of submitted business license applications are normally approved unless, for various reasons, requested to be continued to the next meeting. A follow-up letter noting those to be continued or approved will be submitted prior to the Commission Meeting. The business licenses are then printed and mailed to the new business license holder
- **Supporting Materials:** See attached
- **Fiscal Impact:** None
- **Legal review required:** False
- **Reviewed by:**

_____ Department Head

Department Name:

_____ County Manager

Other Agency Review: _____

- **Board Action:**

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

Storey County Community Development



110 Toll Road ~ Gold Hill Divide
P O Box 526 ~ Virginia City NV 89440

(775) 847-0966 ~ Fax (775) 847-0935
CommunityDevelopment@storeycounty.org

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

August 24, 2023
Via Email

Fr: Ashley Mead

Please add the following item(s) to the **September 05, 2023**

COMMISSIONERS Consent Agenda:

SECOND READINGS:

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

Ec: Community Development
Commissioner's Office

Planning Department
Comptroller's Office

Sheriff's Office



Board of Storey County Commissioners Agenda Action Report

Meeting date: 9/5/2023 10:00 AM -
BOCC Meeting

Estimate of Time Required: 30 mins

Agenda Item Type: Discussion/Possible Action

- **Title:** Call to Order Closed Session meeting pursuant to NRS 288.220 for the purpose of conferring with county management and legal counsel regarding potential labor negotiations with the Storey County Employees’ Association Comstock Chapter, AFSCME Local 4041. This meeting will begin immediately following the general meeting of the Board of Storey County Commissioners.
- **Recommended motion:** No Action.
- **Prepared by:** Brandie Lopez

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

- **Staff Summary:** Pursuant to NRS 288 and the existing 2022-2025 collective bargaining agreement between the Storey County Employees’ Association, AFSCME Local 4041 and the Storey County Board of County Commissioners, pursuant to Storey County Employee’s Association’s request to reopen the contract to address wages.
- **Supporting Materials:** See attached
- **Fiscal Impact:** N/A
- **Legal review required:** False
- **Reviewed by:**

_____ Department Head

Department Name:

_____ County Manager

Other Agency Review: _____

- **Board Action:**

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