

CARSON CITY BOARD OF SUPERVISORS

Minutes of the July 7, 2022 Meeting

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A regular meeting of the Carson City Board of Supervisors was scheduled for 8:30 a.m. on Thursday, July 7, 2022, in the Community Center Robert “Bob” Crowell Boardroom, 851 East William Street, Carson City, Nevada.

PRESENT:

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

STAFF:

Nancy Paulson, City Manager
Aubrey Rowlett, Clerk-Recorder
Dan Yu, Assistant District Attorney
Tamar Warren, Senior Public Meetings Clerk

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

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

(8:33:06) – Mayor Bagwell called the meeting to order at 8:33 a.m. Ms. Rowlett called roll and noted the presence of a quorum. Bruce Henderson, Minister, Airport Road Church of Christ, provided the invocation. At Mayor Bagwell’s request, Carolyn Hutchins led the Pledge of Allegiance.

5. PUBLIC COMMENT

(8:35:43) – Mayor Bagwell explained that the time specific item 11.A would be addressed at 8:45 a.m. and the agenda would be modified accordingly. She also entertained public comments.

(8:36:42) – Dave Whitefield introduced himself as a Ward 1 resident and spoke in support of item 16.A and read into the record a written statement, incorporated into the record, advocating for safe tennis courts and for the Ross Gold Park Tennis Court Rehabilitation Project.

(8:40:46) – Molly Walt, Chief Executive Officer of Nevada Rural Counties RSVP Program, introduced herself and announced the availability of the Carson City Farmers Market coupons for Seniors, noting that they would be distributed in the Community Center lobby on July 8, 2022, from 9:00 a.m. until 12:00 p.m., and at the Farmers Market. Ms. Walt also reviewed the eligibility requirements for the coupons.

(8:42:47) – Janice Caldwell introduced herself and spoke in favor of items 16.A and 16.B noting that they had been waiting for the tennis court repairs at Ross Gold Park for three years. She also informed Mayor Bagwell that the courts should be prioritized higher than the shade structure at the park.

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(8:44:43) – Public Works Director Darren Schulz announced the closure of Fifth Street between Saliman and Airport Roads on July 11, 12, and 13 during the day and would be reopened at night. Mr. Schulz noted that the closure would accommodate utility tie-ins for the Lompa Ranch project. Mayor Bagwell clarified that the Fifth Street roundabout would be open. Supervisor White was informed by Mr. Schulz that accommodations would be made to access the Nevada State Prison.

(8:46:58) – Deni French introduced himself as a Carson City resident and highlighted the significant weight difference between electric and gasoline-powered vehicles. He noted that the Governor’s Office was considering alternative methods of taxing electric vehicles to support road repairs which are now funded by gasoline taxes. Mr. French also objected to having vehicle charging devices on City properties and wished to see businesses working with manufacturers to accommodate community charging stations.

6. FOR POSSIBLE ACTION: APPROVAL OF MINUTES – JUNE 2, 2022 & JUNE 24, 2022.

(9:04:16) – Mayor Bagwell introduced the item and entertained comments or corrections and when none were forthcoming a motion.

(9:04:33) – Supervisor White moved to approve the minutes of the June 2, 2022 and June 24, 2022 Board of Supervisors meetings as presented. The motion was seconded by Supervisor Jones and carried 5-0-0.

7. SPECIAL PRESENTATIONS

7.A PRESENTATION OF A PROCLAMATION RECOGNIZING JULY 2022 AS PARKS AND RECREATION MONTH.

(8:56:13) – Mayor Bagwell introduced the item and invited the Board and members of the Parks and Recreation Staff to join her as she read into the record a proclamation, incorporated into the record, recognizing July 2022 as Parks and Recreation Month in Carson City. She also invited everyone to attend a special event on July 16, 2022, at 10 a.m., at Mayor’s Park to reveal special benches donated by former Mayor Ray Masayko. Parks and Recreation Director Jennifer Budge thanked Staff for their hard work and Mayor Masayko for his generous donation. The Board joined the Parks and Recreation team for a commemorative photograph. Mayor Bagwell thanked the donors who had also contributed to the revitalization of the Lone Mountain Cemetery.

CONSENT AGENDA

(9:05:01) – Mayor Bagwell introduced the item and inquired whether the Board or members of the public wished to pull items from the Consent Agenda. When none were forthcoming, she entertained a motion.

(9:05:16) – Supervisor Giomi moved to approve the Consent Agenda consisting of items 8.A, 8.B (Resolution No. 2022-R-23), 9.A, 9.B, 9.C, 9.D, 9.E, 9.F, 9.G, 9.H, 9.I, 9.J, and 9.K as presented. Supervisor Schuette seconded the motion.

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

8. FINANCE

8.A FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING THE REPORT ON THE CONDITION OF EACH FUND IN THE TREASURY AND THE STATEMENTS OF RECEIPTS AND EXPENDITURES THROUGH JUNE 24, 2022, PER NRS 251.030 AND NRS 354.290.

8.B FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING A PROPOSED RESOLUTION TO LEVY THE CARSON CITY FISCAL YEAR ("FY") 2022-2023 AD VALOREM TAX RATES AS CERTIFIED BY THE NEVADA TAX COMMISSION.

9. PURCHASING AND CONTRACTS

9.A FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING TEMPORARY STAFFING SERVICES FOR FISCAL YEAR ("FY") 2023 UTILIZING STATE OF NEVADA JOINDER CONTRACTS 99AWC-NV21-7576 WITH MARATHON STAFFING GROUP, INC. ("MARATHON"), 99AWC-NV21-7577 WITH MANPOWER TEMPORARY SERVICES ("MANPOWER") AND 99AWC-NV21-7575 WITH ACRO SERVICE CORPORATION ("ARCO"), FOR A TOTAL NOT TO EXCEED AMOUNT OF \$1,088,647.

9.B FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING PURCHASE AUTHORITY UNDER JOINDER CONTRACTS FOR A TOTAL AMOUNT NOT TO EXCEED \$1,137,554 FOR FISCAL YEAR ("FY") 2023 TO SECURE: (1) BULK FUEL AND RELATED DELIVERY SERVICES UTILIZING STATE OF NEVADA JOINDER CONTRACT 99SWC-NV20-4287 WITH INTERSTATE OIL COMPANY ("INTERSTATE"), 99SWC-NV20-4867 WITH CARSON VALLEY OIL CO., INC. ("CARSON OIL") AND 99SWC-NV20-4283 WITH FLYERS ENERGY, LLC ("FLYERS"); AND (2) ADDITIONAL FUEL ACCESS THROUGH A CARD LOCK FUELING NETWORK USING STATE OF NEVADA JOINDER CONTRACT 99SWC-NV21-7551 WITH PILOT THOMAS LOGISTICS, LLC ("PILOT").

9.C FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING AUTHORIZATION TO PURCHASE CELATOM FW12 DIATOMACEOUS EARTH FILTER MEDIA FOR MUNICIPAL WATER TREATMENT FROM EP MINERALS, LLC ("EPM") FOR A NOT TO EXCEED ANNUAL AMOUNT OF \$90,000 THROUGH FISCAL YEAR ("FY") 2023.

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9.D FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING AUTHORIZATION FOR THE PURCHASE OF WATER METERS AND RELATED PARTS FROM BADGER METER INC. (“BADGER”) FOR A NOT TO EXCEED AMOUNT OF \$100,000 THROUGH FISCAL YEAR (“FY”) 2023.

9.E FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING CONTRACT NO. 23300049 (“CONTRACT”) WITH CARSON PUMP, LLC (“CARSON PUMP”) FOR WATER WELL REPAIRS, FOR A NOT TO EXCEED AMOUNT OF \$100,000 THROUGH JUNE 30, 2023.

9.F FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING AUTHORIZATION TO PURCHASE SODIUM HYPOCHLORITE (“BLEACH”) FOR USE AT THE CARSON CITY WATER RESOURCE RECOVERY FACILITY (“WWRF”), THE QUILL WATER TREATMENT PLANT (“QUILL”) AND THE AQUATIC CENTER UTILIZING JOINDER CONTRACT (#212528) BETWEEN THE CITY OF TUCSON (“TUCSON”) AND THATCHER COMPANY OF ARIZONA, INC. (“THATCHER”) FOR A NOT TO EXCEED AMOUNT OF \$160,000 THROUGH SEPTEMBER 30, 2022.

9.G FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING AUTHORIZATION TO PURCHASE VACCINES UTILIZING THE MINNESOTA MULTISTATE CONTRACT ALLIANCE FOR PHARMACY (“MMCAP”) JOINDER CONTRACT WITH SANOFI PASTEUR INC. (“SANOFI”) FOR A NOT TO EXCEED AMOUNT OF \$56,168 THROUGH JUNE 30, 2023.

9.H FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING AUTHORIZATION TO PURCHASE VACCINES UTILIZING THE MINNESOTA MULTISTATE CONTRACT ALLIANCE FOR PHARMACY (“MMCAP”) JOINDER CONTRACT WITH GLAXOSMITHKLINE (“GSK”) FOR A NOT EXCEED AMOUNT OF \$99,284 THROUGH JUNE 30, 2023.

9.I FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING AUTHORIZATION TO PURCHASE MEDICATIONS FOR PERSONS DETAINED IN THE CARSON CITY JAIL, UTILIZING THE MINNESOTA MULTISTATE CONTRACT ALLIANCE FOR PHARMACY (“MMCAP”) JOINDER CONTRACT WITH DIAMOND PHARMACY FOR A NOT TO EXCEED AMOUNT OF \$70,000 THROUGH OCTOBER 31, 2022.

9.J FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING CONTRACT NO. 23300139 WITH SIERRA PSYCHOLOGICAL ASSOCIATES, LLC (DR. JOSEPH MCELLISTREM AS MENTAL HEALTH CONSULTANT FOR THE CARSON CITY JAIL) TO PROVIDE MENTAL HEALTH CONSULTATION SERVICES TO INMATES AT THE CARSON CITY JAIL FOR AN AMOUNT NOT TO EXCEED \$84,272 FOR FISCAL YEAR (“FY”) 2023.

9.K FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING (1) AN EXTENSION TO THE JOINDER CONTRACT FOR EMPLOYEE MEDICAL SERVICES FROM

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ARC HEALTH & WELLNESS (“ARC”), THROUGH WASHOE COUNTY CONTRACT (#3086-19) FOR FISCAL YEAR (“FY”) 2023, (2) AN INCREASE IN THE ANNUAL NOT TO EXCEED AMOUNT TO \$95,000, AND (3) AUTHORIZATION FOR THE PURCHASING & CONTRACTS ADMINISTRATOR TO EXECUTE THE ONE-YEAR EXTENSION FOR JULY 1, 2022 THROUGH JUNE 30, 2023.

END OF CONSENT AGENDA

ORDINANCES, RESOLUTIONS, AND OTHER ITEMS

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

No items were pulled from the Consent Agenda.

11. PUBLIC WORKS

11.A FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING THE POTENTIAL DISPOSAL OF 1.133 ACRES OF CARSON CITY-OWNED LAND, WHICH INCLUDES A 15,841 SQUARE FOOT OFFICE BUILDING AT 2621 NORTHGATE LANE, APN 002-062-05 (“PROPERTY”), THROUGH AN AUCTION AMONG QUALIFIED NONPROFITS AND THE ADOPTION OF A RELATED, PROPOSED RESOLUTION, OR THROUGH ALTERNATIVE MEANS AS MAY BE DIRECTED BY THE BOARD OF SUPERVISORS (“BOARD”).

(8:49:27) – Mayor Bagwell introduced the item and entertained disclosures. Supervisor Giomi read into the record a prepared disclosure statement, advised of a disqualifying conflict of interest and noted that he would abstain from discussion and action.

(8:50:32) – Carson City Real Property Manager Robert Nellis announced that they had not received any written bids on the property as of 5:00 p.m. last evening. Mayor Bagwell received confirmation that per the proposed resolution the Board could not receive any oral bids. Mayor Bagwell entertained public comments.

(8:51:50) – Hop and Mae Adams Foundation representative Chris MacKenzie introduced himself and noted that the Foundation was interested in “assisting the City and the and the non-profits involved in this process.” Mr. MacKenzie clarified that because they were a 501(c)(3) non-profit organization but not a Nevada Revised Statute (NRS) Chapter 82 501(c)(3) nonprofit, they could not qualify for the bid; however, “we would be very open to working with the City to figure out how to do this transfer so [that] the Hop and Mae Adams Foundation could purchase it.” He explained that they would like to help the tenants and provide significant improvements to the property. Mayor Bagwell was informed by Mr. MacKenzie that the Hop and Mae Adams Foundation was aware of the minimum bid requirements. Deputy District Attorney Adam Tully clarified that Staff could begin working with the Hop and Mae

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Adams Foundation and Supervisor White encouraged Staff “to make this happen.” Mayor Bagwell entertained additional public comments and when none were forthcoming, a motion.

(8:55:20) – Supervisor Schuette moved to instruct Staff to continue to pursue disposal of the Northgate property under NRS 244.284 for a minimum price of \$385,000 with the Hop and Mae Adams Foundation. The motion was seconded by Supervisor Jones.

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

12. CLERK-RECORDER

12.A FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING THE CANVASS OF THE RECOUNT OF THE VOTE FOR THE JUNE 14, 2022, PRIMARY ELECTION.

(9:06:16) – Mayor Bagwell introduced the item. Ms. Rowlett thanked Ms. Paulson and the District Attorney’s Office for agendaing the item. She also provided background, outlined in the Staff Report, on the request for a vote recount of the Gubernatorial primary race and presented the results, incorporated into the record as late material. There were no comments; therefore, Mayor Bagwell entertained a motion.

(9:07:37) – Supervisor White moved to accept the canvass of the recount of the vote for the primary election held on June 14, 2022. The motion was seconded by Supervisor Jones.

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

(9:08:20) – Mayor Bagwell and Supervisor White thanked Staff for their hard work on the recount.

13. SHERIFF

13.A FOR DISCUSSION ONLY: PRESENTATION OF A BIENNIAL REPORT ON CARSON CITY JAIL CONDITIONS AND INFORMATION CONCERNING DEATHS OF PRISONERS WITHIN THE JAIL.

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(9:08:33) – Mayor Bagwell introduced the item. Carson City Sheriff Ken Furlong and Lieutenant Earl Mays reviewed the Staff Report and the accompanying biannual report required to be submitted by the Sheriff regarding prisoner deaths and the conditions of the jail. Lieutenant Mays announced that there had been no inmate deaths in the past six months adding that a new padded cell and several repairs were taking place at this time. He also responded to clarifying questions, explaining to Mayor Bagwell that the back gate alarm and fencing had not yet been installed, due to supply chain issues. Sheriff Furlong thanked the Board for their quarterly visits to the jail and praised the jail’s medical Staff for their care of the inmates. Mayor Bagwell and Supervisor Schuette also commended the detention and medical staff. Supervisor White noted that the Mobile Outreach Programs had alleviated the number of incarcerations. Mayor Bagwell entertained public comments.

(9:15:52) – Mr. French inquired about item 9.J and was informed that it was approved via the Consent Agenda. This item was agendaized for discussion only.

13.B FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING PROPOSED REVISIONS TO THE 911 SURCHARGE MASTER PLAN FOR FISCAL YEARS 2023 THROUGH 2027.

(9:16:48) – Mayor Bagwell introduced the item. Sheriff Furlong explained that the proposed revisions (incorporated into the record as the redlined sections of the document) would be presented to the 9-1-1 Surcharge Advisory Committee at its next meeting later in July 2022. He also believed that a final presentation to the Board of Supervisors would most likely be scheduled for October 2022. Mayor Bagwell inquired about the upcoming end-of-life status of the Tiburon Computer-Aided Dispatch system in five years, and Carson City Chief Financial Officer Sheri Russell explained that the bond would come to a close on July 1, 2024. Sheriff Furlong stated that no requests for proposals (RFPs) for replacement have been issued yet. No action was taken on the item.

14. CITY MANAGER

14.A FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING THE APPOINTMENT OF THREE MEMBERS TO THE CARSON CITY CULTURE AND TOURISM AUTHORITY ("CTA"), TWO AS REPRESENTATIVES FOR HOTEL OR MOTEL OPERATORS, AND ONE AS A CITIZEN-AT-LARGE REPRESENTATIVE, EACH FOR TWO-YEAR TERMS EXPIRING IN JULY 2024.

(9:22:30) – Mayor Bagwell introduced the item and received confirmation from Ms. Paulson that Katie Bailey had withdrawn her application for the citizen-at-large position. She explained that the rest of the applicants were seeking reappointment; therefore, no interviews were required for the appointments. Mayor Bagwell entertained a motion.

(8:23:24) – Supervisor Giomi moved to appoint Mike Jones and Steven Kehm to fill the positions as representatives for hotel or motel operators and Bobbi Rahder to fill the citizen-at-large position, each for a two-year term expiring in July 2024. The motion was seconded by Supervisor Schuette.

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

14.B FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING THE APPOINTMENT OF ONE MEMBER TO THE LIBRARY BOARD OF TRUSTEES TO FILL A FOUR-YEAR TERM THAT WILL EXPIRE IN JUNE 2026.

(9:24:06) – Mayor Bagwell introduced the item and explained that William Harris had withdrawn his application. She also invited Jonathon Olivas to the public comments table. Mr. Olivas provided background on his qualifications (application incorporated into the record) and responded to questions by the Supervisors. Mayor Bagwell entertained a motion.

(9:33:23) – Supervisor Jones moved to appoint Jonathon Olivas for a term that will expire in June 2026. The motion was seconded by Supervisor White.

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

15. PURCHASING AND CONTRACTS

15.A FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING AN AMENDMENT TO CONTRACT NO. 21300204 (“AMENDMENT”) FOR NICHOLS CONSULTING ENGINEERS, CHTD (“NCE”) TO PERFORM THE SECOND PHASE OF ENGINEERING, DESIGN AND CONSTRUCTION SUPPORT SERVICES, PLUS ADDITIONAL SERVICES RELATED TO UNDERGROUNDING OVERHEAD UTILITIES (“SERVICES”) FOR THE EAST WILLIAM COMPLETE STREETS PROJECT (“PROJECT”) FOR AN ADDITIONAL \$1,930,458, RESULTING IN A TOTAL NOT TO EXCEED AMOUNT OF \$2,320,700.50 FOR CONTRACT NO. 21300204.

(9:33:54) – Mayor Bagwell introduced the item and entertained Board comments. Supervisor White inquired about the electric vehicle charging units and City Engineer Randall Rice explained that the City provided the electricity at no charge as no point-of-sale systems are attached to the existing chargers. Supervisor White

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objected to having private citizens pay for private vehicle charging costs. Supervisor Schuette highlighted the benefits of electric vehicles to community health and air quality. Mr. Rice clarified that the four charging stations could incorporate a point-of-sale feature for an additional fee of \$180 per year and Mayor Bagwell preferred to have the “fee-accessible” charging stations. Ms. Russell explained that the electricity cost had not gone up significantly after the installation of the charging stations. Supervisor Jones and Supervisor Giomi were both in favor of creating a policy for charging a fee for using the chargers. Mr. Rice informed Supervisor Giomi that this project would not be subject to land leases; however, small land acquisitions might be required and that cost had been incorporated into the project cost. Discussion ensued regarding crosswalk lights and Mr. Rice noted that they were being incorporated as part of the overall pedestrian safety plans. Supervisor White offered to be involved in creating an Electric Vehicle policy. Mayor Bagwell entertained public comments.

(9:46:02) – Mr. French believed that the electric vehicles would take parking spaces from the community and believed that the car manufacturers should incur the cost of providing electric vehicle chargers. Mr. Rice clarified that the parking spots have increased. Mayor Bagwell wished to see the spaces properly marked for electric vehicle use only in order to provide the vehicles the ability to charge. Supervisor Giomi believed that providing the use of the chargers attracted people to the community. Deputy Public Works Director Dan Stucky clarified that the grant dictates having a minimum of two charging stations and offered to return for an agenda discussion on policy and methodology.

(9:55:18) – Supervisor Schuette moved to approve the amendment as presented. The motion was seconded by Supervisor Jones.

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

16. PARKS AND RECREATION

16.A FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING A REQUEST TO REALLOCATE \$150,000 OF RESIDENTIAL CONSTRUCTION TAX (“RCT”) FUNDS FROM THE ROSS GOLD PARK PAVILION PROJECT, APPROVED AS PART OF THE FISCAL YEAR (“FY”) 2022 CAPITAL IMPROVEMENT PROGRAM (“CIP”), TO THE ROSS GOLD PARK TENNIS COURT REHABILITATION PROJECT.

(9:55:38) – Mayor Bagwell introduced the item and acknowledged the two public comments received during item 5 in support of the item. Ms. Budge also noted the written public comments, incorporated into the record. She gave background, noting that Ross Gold Park was one of the City’s oldest, and highlighted the high construction costs and the fact that the property is a Land and Water Conservation Fund deed-restricted property. Ms. Budge explained that the pavilion had been removed in 2019 for safety reasons and that they had received requests from members of the public to have it replaced. She

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reviewed the Staff Report, incorporated into the record, noting that *“the FY 21 Capital Improvements Program (CIP) budget for the Ross Gold Tennis Courts Project of \$165,000 was based on an original quote that is approximately four years old. The project was put out for bids in 2021 with only one responsive bidder at \$432,444. Inflation, labor force shortages, and construction demand are all factors for the price increase. The project has been value-engineered to eliminate site work outside of the courts; however, the existing project budget of \$165,000 is insufficient for the total project budget requirement of \$336,000. Staff proposes to reallocate the FY 22 approved CIP budget of \$150,000 for the Ross Gold Pavilion Project to the Ross Gold Tennis Court Project. The remaining necessary tennis court project budget of \$21,000 would be transferred from the Residential Construction Tax (RCT) Undesignated Account which has a current amount available of \$324,763. The Ross Gold Pavilion Project would be reconsidered at a later date when additional funds become available.”* She noted that the Department was considering funds from private donations as well.

(10:01:52) – Ms. Budge responded to clarifying questions. Supervisor Jones was in favor of moving some of the Centennial Park tennis courts funds (that are currently deemed insufficient) to complete the Ross Gold Park project, including the pavilion. Supervisor White believed that the tennis courts at Centennial Park were prioritized in order to pursue tournaments there. He also cited survey results in which 71 percent of the public had requested the rebuilding of the pavilion at Ross Gold Park; however, 77.4 percent of the participants had not wished to see an increased number of tennis courts at the park. Supervisor Giomi was informed by Ms. Budge that in the Quality of Life Capital Funds legal opinion, Ross Gold Park had not been listed as one to utilize Quality of Life Capital Funds. Supervisor Giomi did not wish to see park conditions deteriorate beyond repair and agreed with Mayor Bagwell and Supervisor Jones that it was important to complete Ross Gold Park, including the Pavilion. Ms. Budge clarified for Supervisor Schuette that the completion of the tennis courts and the pavilion would not finish all the necessary improvements at Ross Gold Park but will address the most utilized parts of the park. Mayor Bagwell explained that the tennis players’ association in Carson City raised funds to maintain areas such as nets. Ms. Budge confirmed that the City’s tennis organization had funded a geotechnical investigation at Centennial Park through the Parks Foundation. Ms. Budge confirmed that \$330,000 could be moved from the Centennial Park CIP funds to be used for the pavilion. Mayor Bagwell acknowledged written public comments from Lea Case (Chairperson of the Parks and Recreation Commission), Jean Kechely, Eldon Wilson, and Diane Baker Roberts. She also entertained additional public comments.

(10:17:20) – Brenda Hunt introduced herself as a Carson City resident and the mother of an aspiring college tennis player. Ms. Hunt believed that there are no youth players due to the deteriorating conditions of the tennis courts. She wished to see playable surfaces and was unhappy that the Centennial Park courts could not support tennis camps at this time.

(10:22:01) – An audience member (name not audible) stated that she was a former member of the Carson City tennis club; however, she now went to Tahoe to play tennis and believed there would be “a lot of

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interest” in the courts. There were no additional comments; therefore, Mayor Bagwell entertained a motion.

(10:23:48) – **Supervisor Jones moved to approve the request with the funding coming from the Centennial Park General Fund CIP allocation. The motion was seconded by Supervisor White.**

(10:24:15) – Supervisor Schuette noted she would support the motion; however, she wished to see the Centennial Park tennis courts become a priority to support tourism and the community’s different recreational opportunities.

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

16.B FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING A DETERMINATION THAT BEYNON SPORTS SURFACES, INC. (“BEYNON”) IS THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER PURSUANT TO NEVADA REVISED STATUTES (“NRS”) CHAPTER 338, AND WHETHER TO AWARD CONTRACT NO. 21300321 FOR THE ROSS GOLD PARK TENNIS COURT REHABILITATION PROJECT (“PROJECT”) TO BEYNON FOR A TOTAL AMOUNT NOT TO EXCEED \$313,500 TO BE PAID USING RESIDENTIAL CONSTRUCTION TAX (“RCT”) FUNDS.

(10:26:07) – Mayor Bagwell introduced the item and noted that the funding source of the contract would be updated based on the discussion during item 16.A. There were no public comments.

(10:26:32) – **Supervisor Jones moved to award the contract as presented [and with the funding as discussed in item 16.A]. The motion was seconded by Supervisor Schuette.**

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

17. FINANCE

17.A FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING RECOMMENDATIONS OF THE CARSON CITY AUDIT COMMITTEE TO APPROVE THE

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COMPLETED REMEDIATION PLANS AND REMOVE FINDINGS FROM THE AUDIT FINDINGS TRACKING SUMMARY REPORT.

(10:27:09) – Mayor Bagwell introduced the item and read into the record a prepared disclosure statement, advised of no disqualifying conflict of interest, and noted that she would participate in discussion and action. Ms. Russell presented the Staff Report and the Audit Committee recommendations, all of which are incorporated into the record, and noted a correction. She stated that the IT Volatility Audit had not been closed; however, she recommended the closure of the Fleet Management Audit and the Payroll Internal Controls Testing Audit. Mayor Bagwell entertained questions/comments and when none were forthcoming, a motion.

(10:29:45) – Supervisor White moved to accept the final closures of the Fleet Management and the Payroll Internal Controls Testing internal audits as recommended by the Audit Committee. The motion was seconded by Supervisor Jones.

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

17.B FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING AN ADDITIONAL FUNDING REQUEST FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT ("CDBG") COLORADO STREET ADA COMPLIANCE IMPROVEMENT PROJECT, IN THE AMOUNT OF \$102,600 FOR FISCAL YEAR ("FY") 2022.

(10:30:13) – Mayor Bagwell introduced the item. Supervisor Schuette read into the record a prepared disclosure statement, advised of no disqualifying conflict of interest, and noted that she would participate in discussion and action. Grants Administrator Mirjana Gavric presented the Staff Report and accompanying documentation. She noted that the additional funding request from the Carson City Public Works Department was for \$102,600, due to inflation and will be covered by two de-obligated projects. She also clarified for Supervisor White that the Ross Gold Park restrooms project was one of the de-obligated projects, as it had been completed under budget. There were no public comments and Mayor Bagwell entertained a motion.

(10:34:50) – Supervisor Jones moved to approve the additional funding request as requested. The motion was seconded by Supervisor White.

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

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18. HEALTH AND HUMAN SERVICES

18.A FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING A PROPOSED ACCEPTANCE OF A GRANT FROM THE STATE OF NEVADA DEPARTMENT OF HEALTH AND HUMAN SERVICES, DIVISION OF PUBLIC AND BEHAVIORAL HEALTH, IN A NOT TO EXCEED AMOUNT OF \$103,499 REIMBURSED IN FISCAL YEAR (“FY”) FY 2023, EFFECTIVE JULY 1, 2022 THROUGH JUNE 30, 2023.

(10:35:16) – Mayor Bagwell introduced the item. Carson City Health and Human Services Director Nicki Aaker provided the information incorporated into the Staff Report and acknowledged her discussions with Supervisor White who had expressed concern over training materials, noting “we do have many options and we will look at those other options.” Supervisor White thanked Staff for entertaining his concerns and “for working out how we’re going to move forward with this particular grant.” Mayor Bagwell entertained public comments and when none were forthcoming, a motion.

(10:36:48) – Supervisor White moved to authorize acceptance of the grant as presented. The motion was seconded by Supervisor Jones.

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

18.B FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING THE PROPOSED SUBMITTAL OF A GRANT APPLICATION BY THE CARSON CITY DEPARTMENT OF HEALTH AND HUMAN SERVICES (“CCHHS”) TO THE NEVADA DEPARTMENT OF HEALTH AND HUMAN SERVICES (“HHS”) TO PROVIDE WOMEN, CHILDREN, AND INFANTS (“WIC”) SERVICES IN CARSON CITY AND DOUGLAS COUNTY IN AN AMOUNT TO BE DETERMINED BY HHS.

(10:37:08) – Mayor Bagwell introduced the item and noted that the application had been presented as late material. She also entertained Board and public comments.

(10:37:48) – Mr. French cited his experience as a volunteer for the Ron Wood Family Resource Center and noted his support for the benefits of the WIC program. Mayor Bagwell entertained a motion.

(10:38:44) – Supervisor Schuette moved to approve submittal of the grant application. The motion was seconded by Supervisor White.

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

19. RECESS AS THE BOARD OF SUPERVISORS

(10:39:07) – Mayor Bagwell recessed the Board of Supervisors meeting.

REDEVELOPMENT AUTHORITY

20. CALL TO ORDER & ROLL CALL - REDEVELOPMENT AUTHORITY

(10:51:40) – Chairperson Bagwell called the Redevelopment Authority meeting to order. Roll was called and a quorum was present.

21. PUBLIC COMMENT

(10:52:02) – Chairperson Bagwell entertained public comments; however, none were forthcoming.

22. FOR POSSIBLE ACTION: APPROVAL OF MINUTES - MAY 19, 2022

(10:52:10) – Chairperson Bagwell introduced the item and entertained comments, corrections, and/or a motion.

(10:52:25) – Member White moved to approve the minutes of the May 19, 2022 Redevelopment Authority meeting. The motion was seconded by Member Jones and carried 5-0-0.

23. CITY MANAGER

23.A FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION CONCERNING A RECOMMENDATION TO THE BOARD OF SUPERVISORS REGARDING THE EXPENDITURE OF \$50,000 FROM THE FISCAL YEAR ("FY") 2023 REDEVELOPMENT REVOLVING FUND TO SUPPORT VARIOUS ARTS AND CULTURE EVENTS AND PROJECTS.

(10:52:35) – Chairperson Bagwell introduced the item. Ms. Paulson reviewed the Staff Report, incorporated into the record, and noted that the Cultural Commission had received a total of \$66,000 in grant requests, and a total of \$50,000 has been allocated in the FY 2023 budget for those activities. She also discussed the proposed summary of allocations, also incorporated into the record, and recommended approval with the exception of the Brewery Arts Center/Rock n Roll Exhibition which had requested \$5,000; however, it had inadvertently been

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allocated \$8,000. Member Schuette recommended increasing the allocation to the Capital City Arts Initiative to \$3,500, Carson City Symphony to \$4,000, and the Mile High Jazz band to \$4,500, and reducing the Brewery arts Center allocation to \$5,000. Chairperson Bagwell explained that a newly-created position in the Parks and Recreation should receive an allocation of \$3,000 for their activities. Discussion ensued regarding a previous Board agreement to reduce ongoing requests for funding for the same activities. Cultural Commission Chairperson Barbara D’Anneo confirmed that the allocations would fund new “artistic endeavors.” Chairperson Bagwell entertained public comments; however, none were forthcoming. Member Jones was in favor of allocating the \$3,000 to be used by the new position. Member White inquired whether revolving exhibits at the Brewery Arts Center were considered a new grant request each time. Ms. D’Anneo reminded the Authority members that many of the events take place at the Brewery Arts Center, adding that new policies were being discussed at future Cultural Commission meetings.

(11:05:04) – Member White moved to recommend to the Board of Supervisors approval of the expenditures as recommended by the Cultural Commission, with the exception of the Brewery Arts Center/Rock n Roll Exhibition which would be funded at \$5,000. The motion was seconded by Member Jones.

RESULT:	APPROVED (5-0-0)
MOVER:	Member White
SECONDER:	Supervisor Jones
AYES:	Member Jones, Schuette, White, Vice Chair Giomi, and Chairperson Bagwell
NAYS:	None
ABSTENTIONS:	None
ABSENT:	None

24. PUBLIC COMMENT

(11:06:24) – Chairperson Bagwell entertained public comments; however, none were forthcoming.

25. FOR POSSIBLE ACTION: TO ADJOURN AS THE REDEVELOPMENT AUTHORITY

(11:06:35) – Chairperson Bagwell adjourned the Redevelopment Authority meeting at 11:06 a.m.

26. RECONVENE AS THE BOARD OF SUPERVISORS

(11:06:38) – Mayor Bagwell reconvened the Board of Supervisors meeting.

27. CITY MANAGER

27.A FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING A PROPOSED RESOLUTION AUTHORIZING THE EXPENDITURE OF \$50,000 FROM THE FISCAL YEAR (“FY”) 2023 REDEVELOPMENT REVOLVING FUND TO SUPPORT VARIOUS ARTS AND CULTURE EVENTS AND PROJECTS AS AN EXPENSE INCIDENTAL TO THE CARRYING OUT OF THE REDEVELOPMENT PLAN.

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This Resolution must be adopted by a two-thirds vote of the Board of Supervisors.

(11:07:00) – Mayor Bagwell introduced the item and reminded everyone that the item had already been discussed previously (item 23.A). She entertained additional comments and when none were forthcoming, a motion.

(11:07:28) – Supervisor White moved to approve Resolution No. 2022-R-25 as modified, to reflect the \$5,000 allocation to the Brewery Arts Center Rock n Roll Exhibition. The motion was seconded by Supervisor Schuette.

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

28. BOARD OF SUPERVISORS

(11:08:08) – Mayor Bagwell invited the public to attend the 10:00 a.m. event at Mayor’s Park on July 16, 2022, in celebration of Parks and Recreation month and to view the unveiling of the new benches and information kiosk donated by former Carson City Mayor Ray Masayko. Ms. Paulson announced that the postponed July 4th RSVP fireworks event would take place on Saturday, July 9, 2022, at 9:15 p.m. at Mills Park. Supervisor Schuette praised the Parks and Recreation Department events including the kayak event at Donner Lake. She also highlighted the Fire Department’s summer fire fuel reduction program. Supervisor Giomi thanked the Board for indulging him with the WebEx participation in this meeting due to his contracting of the COVID-19 virus while vacationing in Alaska. Mayor Bagwell announced that she would be selecting the two Nevada Humane Society’s (NHS) final winners of the Best of Carson City Pets Contest that afternoon, the images of which would be displayed on the new Animal Control vehicle. Supervisor Schuette highlighted the community involvement and thanked Carson Animal Shelter Initiative (CASI) for donating the NHS van.

NON-ACTION ITEMS:

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

CLOSED NON-MEETING TO CONFER WITH MANAGEMENT REPRESENTATIVES AND COUNSEL

This item did not take place.

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29. PUBLIC COMMENT

(11:14:39) – Mayor Bagwell entertained final public comments. Mr. French referenced the tennis courts at Centennial Park and he stressed the importance of maintaining what is built in the City.

30. FOR POSSIBLE ACTION: TO ADJOURN

(11:17:39) – Mayor Bagwell adjourned the meeting at 11:17 a.m.

The Minutes of July 7, 2022 Carson City Board of Supervisors meeting are so approved on this 4th day of August, 2022.

LORI BAGWELL, Mayor

ATTEST:

AUBREY ROWLATT, Clerk-Recorder

Attachments: written public comments



STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** August 4, 2022

Staff Contact: Sheri Russell, Chief Financial Officer

Agenda Title: For Possible Action: Discussion and possible action regarding the report on the condition of each fund in the treasury and the statements of receipts and expenditures through July 22, 2022, per NRS 251.030 and 354.290. (Sheri Russell, srussell@carson.org)

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

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

Proposed Motion

I move to accept the report.

Board's Strategic Goal

Efficient Government

Previous Action

N/A

Background/Issues & Analysis

A "Condition of the Treasury Report" is attached indicating the beginning balance, receipts, disbursements and the ending balance of each cash account for every fund in the City as of July 22, 2022.

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

Applicable Statute, Code, Policy, Rule or Regulation

NRS 251.030 and 354.290

Financial Information

Is there a fiscal impact? No

If yes, account name/number:

Is it currently budgeted?

Explanation of Fiscal Impact: N/A

Alternatives

N/A

Attachments:

[BOS Cash Report 07-22-2022.pdf](#)

Board Action Taken:

Motion: _____

1) _____

2) _____

Aye/Nay

(Vote Recorded By)

CONDITION OF THE TREASURY REPORT

CASH ACTIVITY BETWEEN 07/08/2022 & 07/22/2022

FUND	FUND NAME	BEGINNING BALANCE	RECEIPTS	DISBURSEMENTS	ENDING BALANCE
101	GENERAL FUND	\$13,407,642.04	\$2,003,611.42	\$4,983,684.87	\$10,427,568.59
201	AIRPORT FUND	\$0.07	\$0.00	\$0.00	\$0.07
202	COOPERATIVE EXTENSION FUND	\$256,094.04	\$1,024.50	\$842.11	\$256,276.43
208	SUPPLEMENTAL INDIGENT FUND	\$3,239,764.53	\$9,206.28	\$13,918.79	\$3,235,052.02
210	CAPITAL PROJECTS FUND	\$24,489,319.56	\$15,003.10	\$379,877.43	\$24,124,445.23
215	SENIOR CENTER FUND	\$326,705.95	\$4,003.10	\$34,307.01	\$296,402.04
225	CARSON CITY TRANSIT FUND	\$236,664.90	\$24,187.50	\$83,441.79	\$177,410.61
230	LIBRARY GIFT FUND	\$106,396.74	\$215.41	\$0.00	\$106,612.15
235	LANDSCAPE MAINTENANCE FUND	\$485,585.28	\$641.25	\$3,608.83	\$482,617.70
236	ADMINISTRATIVE ASSESSMENT FUND	\$48,381.68	\$1,810.00	\$730.93	\$49,460.75
237	S. CARSON NEIGHBORHOOD IMPROV. DIST.	\$12,640.06	\$165.00	\$5,865.00	\$6,940.06
240	TRAFFIC/TRANSPORTATION FUND	\$21,462.93	\$535.00	\$2,038.53	\$19,959.40
245	CAMPO FUND	\$83,276.19	\$7,633.81	\$7,906.41	\$83,003.59
250	REGIONAL TRANSPORTATION FUND	\$4,222,826.53	\$90,495.50	\$72,473.00	\$4,240,849.03
253	V & T INFRASTRUCTURE FUND	\$2,551,271.40	\$0.00	\$70,031.34	\$2,481,240.06
254	QUALITY OF LIFE FUND	\$5,513,607.91	\$5,726.94	\$333,845.36	\$5,185,489.49
256	STREET MAINTENANCE FUND	\$1,711,521.88	\$8,621.34	\$462,344.13	\$1,257,799.09
275	GRANT FUND	\$19,466,195.27	\$264,380.38	\$485,221.86	\$19,245,353.79
280	COMMISSARY FUND	\$150,001.11	\$0.00	\$15,675.08	\$134,326.03
287	911 SURCHARGE FUND	\$1,230,984.28	\$84,006.33	\$193,629.42	\$1,121,361.19
310	INFRASTRUCTURE TAX FUND	\$1,894,446.92	\$0.00	\$59,889.05	\$1,834,557.87
340	EXTRAORDINARY MAINTENANCE FUND	\$12,262,272.25	\$0.00	\$32,246.98	\$12,230,025.27
350	RESIDENTIAL CONSTRUCTION TAX FUND	\$1,035,055.20	\$26,300.00	\$0.00	\$1,061,355.20
410	DEBT SERVICE FUND	\$748,687.43	\$0.00	\$0.00	\$748,687.43
501	AMBULANCE FUND	\$4,222,637.74	\$72,402.39	\$208,967.62	\$4,086,072.51
505	STORMWATER FUND	\$1,571,829.03	\$74,199.56	\$306,169.92	\$1,339,858.67
510	WASTEWATER FUND	\$25,012,250.51	\$553,020.91	\$492,768.23	\$25,072,503.19
520	WATER FUND	\$25,966,160.72	\$796,363.29	\$664,296.60	\$26,098,227.41
525	BUILDING PERMITS FUND	\$1,270,905.89	\$168,578.71	\$52,057.69	\$1,387,426.91
530	CEMETERY FUND	\$561,401.74	\$7,028.75	\$19,436.86	\$548,993.63
560	FLEET MANAGEMENT FUND	\$1,830,822.83	\$1,256,871.75	\$251,404.03	\$2,836,290.55
570	GROUP MEDICAL INSURANCE FUND	(\$218,219.12)	\$403,954.49	\$102,390.00	\$83,345.37
580	WORKERS COMPENSATION FUND	\$3,643,258.29	\$35,625.66	\$65,811.65	\$3,613,072.30
590	INSURANCE FUND	\$756,788.51	\$1,025,000.00	\$22,161.62	\$1,759,626.89
602	REDEVELOPMENT ADMINISTRATIVE FUND	\$109,434.50	\$0.00	\$8,319.43	\$101,115.07
603	REDEVELOPMENT REVOLVING FUND	\$2,839,858.93	\$0.00	\$64,436.41	\$2,775,422.52
604	REDEVELOPMENT TAX INCREMENT FUND	\$351,836.95	\$8,286.92	\$0.00	\$360,123.87
730	SCHOOL DEBT FUND	\$8,777,505.19	\$35,680.66	\$0.00	\$8,813,185.85
740	CARSON CITY TOURISM AUTHORITY	\$2,628,713.36	\$130,953.61	\$61,142.58	\$2,698,524.39
748	CARSON CITY SCHOOL OPERATING FUND	\$41,104.41	\$60,043.55	\$0.00	\$101,147.96
750	STATE OF NEVADA FUND	\$1,046,277.55	\$131,405.95	\$0.00	\$1,177,683.50
752	RANGE IMPROVEMENT FUND	\$166.65	\$0.00	\$0.00	\$166.65
756	EAGLE VALLEY WATER DISTRICT FUND	\$208.12	\$256.68	\$0.00	\$464.80
760	WATER SUB-CONSERVANCY FUND	(\$22,673.17)	\$26,754.46	\$26,669.85	(\$22,588.56)
765	FISH AND GAME FUND	\$7,118.06	\$0.00	\$0.00	\$7,118.06
770	FORFEITURE ACCOUNT	\$98,003.77	\$0.00	\$0.00	\$98,003.77
780	DOWNTOWN NEIGHBORHOOD IMPROV. DIST.	\$129,271.38	\$34.67	\$0.00	\$129,306.05
793	CONTROLLER'S TRUST FUND	\$2,976.29	\$0.00	\$0.00	\$2,976.29
850	CARSON CITY OPEB TRUST FUND	\$2,724,665.78	\$82,088.99	\$1,175.28	\$2,805,579.49
TOTAL		\$ 176,853,108.06	\$ 7,416,117.86	\$ 9,588,785.69	\$174,680,440.23

¹ Timing difference - awaiting payroll reimbursement.



STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** August 4, 2022

Staff Contact: Carol Akers, Purchasing & Contracts Administrator and Kimberly Adams, Chief Deputy Assessor

Agenda Title: For Possible Action: Discussion and possible action regarding a proposed contract with iLOOKABOUT (“ILA”) for the Streetscape and Geoviewport (“GVP”) platform implementation and subscription for a fee not to exceed \$69,000, for a three-year term commencing upon completion of implementation, and authorization for the Assessor to sign the agreement. (Carol Akers; CAkers@carson.org and Kimberly Adams, KAdams@carson.org)

Staff Summary: If approved, ILA will take new photographs of buildings and structures in Carson City to assist appraisers during the property reappraisal cycles by providing uniformity and consistency, specifically with regard to multiple improvements on a single parcel. Funding was approved through the Fiscal Year (“FY”) 2023 Capital Improvement Program (“CIP”).

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

Proposed Motion

I move to approve, and authorize the Assessor to sign, the contract as presented.

Board's Strategic Goal

Efficient Government

Previous Action

The final budget for FY 2023, including the CIP, was approved by the Board of Supervisors on May 19, 2022.

Background/Issues & Analysis

With the conversion to the Assessor’s Office new CAMA system, the City now has the ability to attach individual photographs of each structure to the parcel in the property database and have them available through the website. This is especially beneficial when there are numerous structures on a single parcel. Individual photographs can be attached to each improvements on that parcel to assist appraisers with valuation.

Additionally, during the conversion process to the CAMA system and due to staffing changes in the IT Department, some of the digital photographs have been deleted. For the Assessor’s Office to attempt to take on the task of recreating the photographs in-house would present a tremendous hardship on staff and delay the timeliness of the project. With over 20,000 parcels to photograph, it would take the appraisers several years to complete the project. Once ILA has completed taking new photographs, Assessor’s Office staff will be able to update any digital photographs as needed.

GVP is a web-based geographic information system (“GIS”) platform which federates property-related data and enables efficient and comprehensive data validation for real property appraisal.

Applicable Statute, Code, Policy, Rule or Regulation

NRS 332.115 (1)(h)

Financial Information

Is there a fiscal impact? Yes

If yes, account name/number: Capital Projects Fund, Professional Services 2101002-500309

Is it currently budgeted? Yes

Explanation of Fiscal Impact: If approved, the professional services account will be reduced by \$69,000. Current approved budget is \$70,000, approved as part of the 2023 CIP.

Alternatives

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

Attachments:

[U22-005 StreetScapeTerms of Service _ Carson City NV-.pdf](#)

Board Action Taken:

Motion: _____

1) _____

2) _____

Aye/Nay

(Vote Recorded By)



TERMS OF SERVICE – iLOOKABOUT STREETSCAPE™ AND GEOVIEWPORT™

PLEASE READ ALL THE TERMS AND CONDITIONS OF THESE TERMS OF SERVICE (“Terms of Service”) with iLOOKABOUT (US) Inc. (“iLOOKABOUT”) CAREFULLY. BY CLICKING “I Agree”, USING THE iLOOKABOUT SERVICES, OR SIGNING AN AGREEMENT TO WHICH THESE TERMS OF SERVICE ARE ATTACHED, YOU AGREE TO BE BOUND BY THESE TERMS, EVEN IF YOU HAVE NOT READ THEM. IT IS IMPORTANT TO READ THIS ENTIRE AGREEMENT.

Carson City Assessor’s Office (the “Customer”) (includes the Customer’s employees, members and contractors performing services for the Customer) may use iLOOKABOUT’s services as described herein.

1. Services: Services (“Service(s)”) will be the ability to use an iLOOKABOUT product or service as defined in Appendix I. Nothing in any other agreement may amend these Terms of Service unless such agreement between iLOOKABOUT and the Customer explicitly states that it is amending these Terms of Service. Any specifications, statements of work, or other documents that are signed by the parties or explicitly incorporated by reference within other signed documents from time to time shall form part of these Terms.

2. GeoViewPort (“GVP”): The terms in this section are applicable if the Services include GVP and any of its modules (Desktop Review, Assessment Project Management, Mobile Appraiser, and/or Virtual Appraiser). GVP is a portal or container that allows the Customer to view information from various sources. The Customer, not iLOOKABOUT, is responsible for entering into any necessary agreements with and paying any necessary fees to the providers of services the Customer desires to use within GVP.

3. StreetScape: The terms in this section are applicable if the Services include StreetScape. StreetScape is a service that provides street level imagery. All images, including all meta data associated therewith, are the property of iLOOKABOUT (or are owned by a related entity and used under license), and protected by copyright. Such images are owned by iLOOKABOUT and not by the Customer even if such images or content have been specifically requested by or paid for by the Customer. iLOOKABOUT hereby grants to the Customer a non-exclusive, non-transferable license to access the images and otherwise use the StreetScape Service strictly for internal access by its employees or contractors for the purpose of conducting the Customer’s business. For clarity, the Customer may not allow or otherwise permit direct access by the general public to any Service provided hereunder, with the exception of publicly displaying a single static image per parcel. The Customer may download and store individual local copies of images for its own use as needed, but may not copy or otherwise store substantial portions of the image database.

4. Term: These Terms will commence on full execution by the parties hereto.

The Term for Services will be automatically renewed on a year-to-year basis upon the expiration of the initial Term or any renewal term unless either party gives the other written notice of non-renewal at least three months prior to the end of the then current Term. iLOOKABOUT may terminate any Services at any time after the initial Term by giving the Customer at least six (6) month’s advance written notice.

5. Ownership: The contents of the Services and related web sites are owned by and copyrighted by iLOOKABOUT and its suppliers and may contain trade-marks of iLOOKABOUT or others. Customer may print or copy portions for Customer’s own use only, provided that all copyright and trademark provisions remain intact. Without limitation, iLOOKABOUT has trade-marks in iLOOKABOUT, the iLOOKABOUT logo, StreetScape, and GeoViewPort. If the Services include changes or additions requested by the Customer, iLOOKABOUT shall own same, which shall be useable by the Customer on the same terms as the Services.

6. Restrictions on Use: Unless otherwise explicitly permitted by iLOOKABOUT in writing, the Services are meant to be used for internal Customer use only. The Customer will not: (a) reproduce, sell, rent, assign, lease, sublicense, distribute, resell, market or commercially exploit the Services or any component thereof in any way, except as provided in these Terms of Service; (b) use the Services except as authorized herein; (c) remove, modify or obscure any copyright, trademark, watermarks, metadata or other proprietary rights notices that appear during use of any Services; or (d) use the Services for activities that are unlawful or unethical.

7. Updates: The Services will be updated by iLOOKABOUT from time to time at no additional cost to the extent it provides such updates to its Customers generally, provided that the Services are not materially downgraded by doing so.



TERMS OF SERVICE – iLOOKABOUT STREETSCAPE™ AND GEOVIEWPORT™

8. Default: iLOOKABOUT may immediately terminate or suspend the provision of Services without notice upon the occurrence of any of the following events: (a) the Customer fails to comply with any provision of the Terms of Service, or uses the Services beyond the scope described herein; (b) the Customer attempts to assign, sub-license, or otherwise transfer any of its rights under these Terms without the written consent of iLOOKABOUT; or (c) the Customer permits or fails to reasonably prevent any unauthorized use of its account; or (d) the Customer files an assignment in bankruptcy or is or becomes bankrupt and/or insolvent, upon the appointment of a receiver for all or substantially all of the property or assets of the Customer, upon the making of any assignment or attempted assignment for the benefit of creditors or on the institution by the Customer of any act or proceeding for the winding up of its business.

Upon such termination iLOOKABOUT may retain any pre-paid fees as liquidated damages in addition to any other rights it may have in law or equity.

9. Customer Responsibility: The Customer is responsible for all activity it conducts using the Services. The Customer must use the Services in accordance with all relevant laws and ethical requirements, including, without limitation, privacy and intellectual property laws. The Customer must maintain secure systems to prevent access to the Services and the data within and created by the Services other than as allowed herein.

The Customer takes all risks associated with the Services and any content accessed through the Services. The Customer is responsible for adhering to applicable laws relating to such content (such as, without limitation, copyright, privacy and defamation), as well as any applicable terms of use of the underlying social media platforms and permissions required from individuals. If the Customer receives any demands or complaints regarding the Services, it must immediately forward them to iLOOKABOUT forthwith.

Links to third party sites are provided as a convenience only and do not imply any endorsement or use rights. If Customer uses the links to the web sites, Customer will be subject to the terms of use and privacy policies applicable to such web sites.

Any third party software required for the Services to operate is subject to the license terms of the relevant software vendor, and must be purchased or licensed separately by the Customer unless specifically provided by iLOOKABOUT as part of the Services. Possible third party software includes but is not limited to: mapping software and database, Java, Silverlight, Google Street View, Microsoft Bing, and a latitude/longitude to address database.

Logon identifications, passwords or other authentication is required to access the Services. It is the Customer's responsibility to protect that information, including without limitation, to use effective passwords that are not easily guessed or discoverable, and not share them with others. The Customer is responsible for all activity carried on under its accounts. If it suspects that any of its authentications have been compromised, it should change them immediately and advise iLOOKABOUT. Any unauthorized use of the Customer's account constitutes grounds for iLOOKABOUT to terminate the Services.

10. Service Levels: iLOOKABOUT will use commercially reasonable efforts to keep the Services operational on a continuous basis, subject to reasonable maintenance requirements and matters beyond its reasonable control.

11. Warranty: iLOOKABOUT will use reasonable efforts to enforce any service level and warranty obligations of its suppliers.

iLOOKABOUT does not warrant that the Services are error free, that they will operate without problems or without interruption, or that it will satisfy the Customer's expectations. By way of example, and without limitation, measuring tools (area or distance calculations) are provided for convenience only, and may not be accurate.

The Customer acknowledges that iLOOKABOUT may provide Services using services and software provided by third parties. Notwithstanding anything else contained in these Terms, iLOOKABOUT's, and such third parties, warranties and liabilities for any matters arising from such services and software shall not exceed those provided to iLOOKABOUT from such third parties.



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Except as expressly set forth in these Terms of Service, the Services are provided “as-is” and iLOOKABOUT disclaims all warranties, express or implied. No oral or written information or advice given by iLOOKABOUT shall create a warranty and the Customer may not rely on any such information or advice.

12. Limitations: All promises made by iLOOKABOUT are contained in the Terms of Service. No promises implied by law (whether described as warranties, conditions, representations, or otherwise, and whether relating to merchantability, fitness, non-infringement, or otherwise) apply. Notwithstanding anything to the contrary contained in these Terms of Service, neither party will have any liability under or in any way related to these Terms of Service for any loss of profit or revenue or for any consequential, indirect, incidental, special, punitive, or exemplary damages, even if such party is aware of the possibility of such loss or damages.

The Customer cannot collect any damages from iLOOKABOUT for any reason (whether under legal theories of contract, tort, negligence, strict liability, operation of law or otherwise) that are not direct damages or that exceed the amount paid by Customer hereunder for three (3) months for the Services at issue.

iLOOKABOUT relies on these limitations when entering these Terms of Service. They are a fundamental and essential part of our arrangement and apply even if these Terms of Service have failed in their fundamental or essential purpose or have been fundamentally breached.

13. Intellectual Property Indemnity: Subject to the limitations and disclaimers set forth in these Terms of Service, iLOOKABOUT shall indemnify the Customer against any direct damages and reasonable legal fees and expenses arising from any third party claim (“claim”) that has been adjudicated by a court and held to be valid, following the exhaustion of all appeals, that the Services infringe any registered U.S. or Canadian patent, or U.S. or Canadian copyright or trademark when used as prescribed, provided that (a) the Customer notifies iLOOKABOUT in writing within ten (10) days of becoming aware of a claim; (b) the Customer gives iLOOKABOUT the right to assume sole control over the defense, settlement or compromise of any such claim; and (c) the Customer provides iLOOKABOUT with the information, assistance and authority to enable iLOOKABOUT to perform its obligations under this section and cooperates fully in iLOOKABOUT’s defense or settlement.

If a claim described above may be or has been asserted, iLOOKABOUT may, at iLOOKABOUT’s option and expense, (i) procure the right to continue using the Services; (ii) modify the Services to eliminate the infringement while providing equivalent functionality; or (iii) terminate the Services.

This section states iLOOKABOUT’s entire liability to the Customer and the Customer’s entire remedy with respect to any infringement of third party intellectual property rights.

14. Indemnity: Customer shall indemnify and hold harmless iLOOKABOUT, its suppliers, and their respective officers, directors, agents, employees and representatives against any claims that arise due to the use of the Services and any other person from any claims that arise from any breach of obligations of Customer under these Terms of Service and any third party claims arising in connection with this Terms of Service and Customer will pay the resulting costs, damages, reasonable legal fees, penalties and expenses of any kind whatsoever finally awarded.

15. Governing Law: These Terms of Service shall be interpreted in accordance with and governed by the laws of the Province of Ontario, Canada, excluding conflicts of laws provisions and excluding the United Nations Convention on Contracts for the International Sale of Goods. The parties hereby submit to the non-exclusive jurisdiction of the courts of Ontario, and the Federal Court of Canada sitting in such province. Any actions against iLOOKABOUT must be commenced in the courts of Ontario or the Federal Court of Canada sitting in such province.

16. Dispute Resolution: To resolve disputes which may arise between the parties, any party will, instead of using the courts, notify the other in writing of its intent to escalate to each party’s President, Chief Executive Officer or the primary contact identified in Appendix I.

If the issue is not resolved within ten (10) days, then the resolution of the dispute shall be referred to a mediator chosen by the parties. If the parties are unable to agree on a mediator, then either party may apply to a Nevada Court judge, and such judge shall appoint an independent mediator with relevant experience and sufficient qualifications to provide mediation services to the Parties.



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If the parties are unable to resolve the dispute with the assistance of the mediator, within fifteen (15) days of the appointment thereof, the dispute shall be settled by arbitration. The award of the arbitration shall be final and binding upon the parties hereto, and enforceable in any court of competent jurisdiction. The venue for any arbitration shall be within the State of Nevada.

Nothing in this section shall interfere with the ability of either party to obtain injunctive relief.

17. Confidential Information: Confidential Information (“Confidential Information”) is all information of either party that is not generally known to the public, whether of a technical, business or other nature (including, without limitation, trade secrets, know-how and information relating to technology, business plans, assets, liabilities, prospects, finances, source and object code, product capabilities or lack thereof), that is disclosed by a party to the other or that is otherwise learned by the other in the course of its discussions or business dealings with the other, and that has been identified as being proprietary and/or confidential or that by the nature of the circumstances surrounding the disclosure or receipt ought to be treated as proprietary and/or confidential. The material terms of these Terms shall constitute the Confidential Information of each party.

Confidential Information shall not include (except for any personally identifiable information about an individual that relevant privacy legislation or policies do not allow to be disclosed): (a) any Confidential Information that is in the public domain at the time of its disclosure or which thereafter enters the public domain through no action of the receiving party, direct or indirect, intentional or unintentional; (b) any Confidential Information which the receiving party can demonstrate was in its possession or known to it prior to its receipt, directly or indirectly, from the other party; (c) any Confidential Information that is disclosed to the receiving party by another party not in violation of the rights of the other party or any other person or entity; and (d) any Confidential Information which is either compelled or otherwise required by law or by the order of a court of competent jurisdiction to be disclosed, including without limitation, any disclosure required by applicable securities laws.

The parties shall (i) not use Confidential Information for any purpose other than that contemplated by these Terms of Service; (ii) not disclose Confidential Information to anyone without the prior written authorization of the disclosing party, during the term of the Services or at any time thereafter; (iii) handle, preserve and protect Confidential Information with at least the same degree of care that it affords or would afford to its own Confidential Information, including taking all reasonable efforts to avoid disclosure of such Confidential Information to any third party, at any time; (iv) disclose Confidential Information only to its employees or subcontractors who require such information in order to perform the party’s obligations with the other, and are under confidentiality obligations.

18. Prior Agreement: These Terms of Service contain the complete and exclusive statement of the agreement between the parties and supersedes all prior and contemporaneous agreements, purchase orders, understandings, proposals, negotiations, representations or warranties of any kind whether written or oral. No oral or written representation that is not expressly contained in these Terms are binding on either party. These Terms of Service cannot be amended or modified, other than by a change made in writing, dated and executed by the parties. If there is both an executed and a click-wrap version of these Terms of Service, the executed version shall govern if the terms differ.

19. Survival: The provisions of these Terms of Service pertaining to privacy, and rights and restrictions shall survive the termination of these Terms of Service. Other sections pertaining to rights and obligations which by their nature should survive are hereby confirmed to so survive.

20. Force Majeure: iLOOKABOUT is not liable for an omission or delay in the execution of its obligations hereunder caused by an event beyond its reasonable control. The time for the performance of the obligation that is so delayed shall be extended by a reasonable time, provided that payments shall not be delayed.

21. Notice: All notices provided in accordance with these Terms of Service shall be in writing and shall be duly provided for if the notice is remitted to its addressee by courier, mail, or e-mail (provided that notices sent by e-mail are only effective if the recipient confirms receipt by reply email), if to iLOOKABOUT to 408 - 383 Richmond Street London, Ontario N6A 3C4, and if to the Customer to the address set out in Appendix I, or such other address as the party which is to receive the notice indicates to the party providing the notice,



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in the manner provided for in this section. Every notice delivered in the manner provided for herein shall be deemed to have been received: when delivered or by e-mail the first business day after the date received; or the fifth business day following the date of mailing, if sent by mail.

22. Communication: Notwithstanding anything to the contrary contained herein, iLOOKABOUT shall be entitled to issue a news release with respect to the entry into these Terms of Service (i) as required by law or stock exchange rules, and/or (ii) for marketing or other purposes by providing a draft of the news release at least 24 hours in advance, in which case iLOOKABOUT shall give reasonable consideration to any comments that may be provided.



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The attached Appendices I and II are incorporated into and forms an integral part of the Terms of Service.

By signing below, the Customer agrees to be bound by the Terms of Service.

Carson City Assessor's Office

Signature

Print Name and Title

Date

I have the authority to bind the Carson City Assessor's Office.

iLOOKABOUT (US) Inc.

Jeff Young, President

Date

I have the authority to bind iLOOKABOUT (US) Inc.



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Appendix I – Service Details

Contract Number:

U22-005

Customer Name:

Carson City Assessor's Office

Customer Primary Contact:

Dave Dawley, Assessor
City Hall
201 N. Carson Street, Suite 6
Carson City, NV 89701

Service(s) Description:

A. *StreetScape Imagery*

iLOOKABOUT will capture the improved and unimproved parcels in Carson City, NV per the information to be received in a shapefile created by the Customer for iLOOKABOUT (“Geographical Area”). iLOOKABOUT understands the Geographic Area represents approximately 522 centerline miles and 20,639 parcels.

The roads that are driven to collect data are defined by the area boundaries provided for planning and mapping the collection of the imagery. Such boundaries are described under “Customer Required Data”. iLOOKABOUT will not assume to drive private property unless the property has been specifically identified by the customer in advance and outlined in the mapping.

Data capture will take place during favorable weather conditions in consideration of the quality for the photos required by its customers. Data collection will not take place during precipitation, or while roads are exceptionally wet because of the adverse effect to the quality of the imagery. While iLOOKABOUT strives for 100% coverage of the Geographic Area, certain factors may prevent achievement of this target, including but not limited to construction, discrepancies between mapped versus actual roadways, immovable objects in the roadway, etc.

iLOOKABOUT will provide the following:

- 1) Web-based access to the imagery database for the Geographic Area. For the imagery database, facial blurring and license plate removal shall happen on a programmatic basis only.
- 2) Preferred Property Image (PPI). Delivery of a static image that iLOOKABOUT has assessed is the best available image for each improved parcel. Programmatic facial blur and license plate removal will be applied and manually validated for completion.



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Term of Service:

The term for access to the imagery database is for 3 year(s) commencing upon delivery of the Service.

Ownership:

Access to imagery database for the Geographic Area – Access to the imagery database for the Geographic Area will be licensed for use by the Customer. The Customer may extend use of this imagery under the Terms and Conditions contained in this agreement.

Preferred Property Image – iLOOKABOUT will grant to the Customer a perpetual license to the Preferred Property Image per parcel selected by iLOOKABOUT. The Customer is prohibited from reselling these images to another party.

Required Customer Data:

iLOOKABOUT requires its Customer to provide certain data to facilitate completion of the deliverables. Specifically, Customer information is required for planning, mapping, collecting, evaluating, and completion. Please note that the timeliness of delivery by iLOOKABOUT is dependent on the timeliness of the receipt of Customer data. The following is the Customer data that will be required.

- Road centerline data
- Shape file of the Customer's boundary, including field descriptions
- Most current ortho-photographic imagery available to the Customer – in color, in Mr. Sid format
- Shape file depicting building outline
- Building description CAMA data
- Historical imagery for all parcels captured
- Shape file of parcel fabric, including parcel attributes such as address and Land Use Codes and descriptions

Delivery and Project Acceptance:

Prior to delivery, iLOOKABOUT will complete quality assurance procedures to ensure the imagery meets expectations and share results with the Customer. Upon delivery, the Customer will be provided with a Form of Acceptance for signing. iLOOKABOUT is readily able to assist the Customer in its performance of user acceptance testing in order to gain comfort with the product/service delivered.

Deemed acceptance will occur thirty days subsequent to delivery unless otherwise advised by the Customer, prior to the deemed acceptance date, of non-acceptance for reasonable cause.

B. GeoViewPort (“GVP”)

GVP Desktop Review Subscription

Subscription includes access to the Desktop Review Module of GVP.

Standard initial set up of GVP includes the integration of:

1. One set of Ortho in MrSID Format (Customer provided)



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2. Access to Pictometry/Eagleview CONNECT (Optional. Assumes Customer has licensed for use)
3. Sketch Data (Customer provided)
4. Parcel Fabric (Customer provided)
5. Address/Property ID Data (Customer provided)
6. StreetScape imagery (Optional. Assumes Customer has licensed for use)

Standard GIS updates will be quarterly. Increase in frequency or additional data layers will be reviewed and priced accordingly.

GVP Assessment Project Management Module Subscription

Subscription includes access to the Assessment Project Management Module of GVP.

Data updates will occur on a nightly basis.

Term of Service:

The GVP subscription is for three years.

Pricing and Payment Terms (in USD, excluding taxes):

Deliverable	Fee^{1,2}	Notes	Payment Terms
StreetScape Imagery Collection and Processing	\$69,000	One-time fee	60% upon contract signing 40% upon delivery

- 2 Pricing is based on centerline road miles and parcel count. Should the actual centerline miles and/or number of parcels be significantly different than our assumptions, pricing will be adjusted accordingly.

² Any costs incurred with respect to CAMA integration will be borne directly by the Customer.

Invoices are to be directed to Kimberly Adams; kadams@carson.org.

Appendix II – Conditions and Situations Affecting Imagery

While iLOOKABOUT strives to capture photos and deliver a StreetScape Preferred Property Image (PPI) for each parcel, there are conditions and situations that affect the delivered imagery. Among all the images provided, there will be a range in quality. The quality range is attributable to various factors, some of which can be controlled and corrected and some of which cannot. iLOOKABOUT utilizes various quality monitoring and correcting processes and procedures including but not limited to: automated quality monitoring systems, in-vehicle GPS, in-vehicle mapping, and daily coverage and quality communication with the quality assurance team. The quality assurance team will always do their best to provide an image tagged with a classification description. Not all classifications are listed here.

The following examples are situations that determine whether an image will be provided.

A) Regular Parcel – PPI Provided

Regular shaped parcels receive a StreetScape image and make up the bulk of the imagery delivery. This is a regular shaped parcel where a principal building/structure can be identified and viewed from the street.

Examples of Regular Parcels



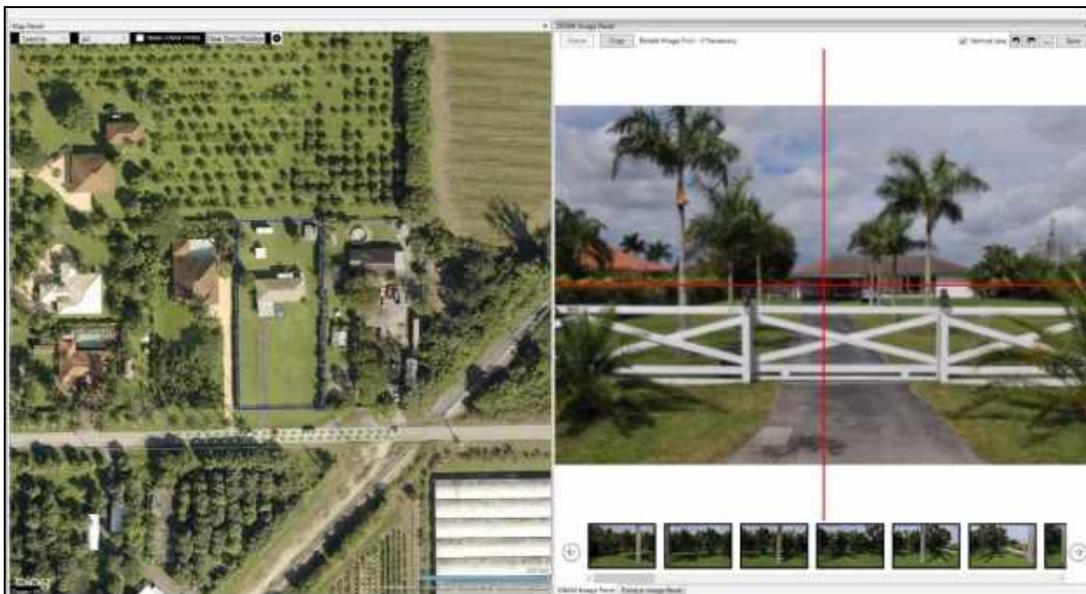
Preferred Property Images

Despite rigorous quality monitoring, certain quality issues cannot be controlled, such as the following three examples:

(i) Set-back Buildings

The location of the building on the parcel can impact quality. When the building is set-back on the parcel, or when it is large and on the front edge of road, the result can be less than optimal. “Zooming in” on properties “set-back” on parcels enlarges the building in the image and results in poorer subject matter resolution.

Ex. Set-back Building



Technician Overview



Preferred Property Image

(ii) Large Buildings at Front of Property

Buildings that are too close to the camera fill the frame and are at an unnatural perspective. The alternative is to take a far perspective that captures much more of the building; however, this image does not provide close-up detail to be effective.

Ex. Large Building at Front of Property



Technician View



Preferred Property Image

(iii) Obstructions

There are two types of obstructions: partial and full. When a “Partial Obstruction” allows only a fractional view, the final image is compromised because of the obstruction itself, or the final image requires an extreme angle to avoid the obstruction. When an obstruction cannot be avoided because there is not a clear view to the main building from the frontage, the parcel has a “Full Obstruction.” This includes many different obstructions such as large vehicles, utility poles, fences, trees, and bushes.

Ex. Partial Obstruction



Technician View



Preferred Property Image

Ex. Full Obstruction



Technician View



Preferred Property Image



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B) Regular Parcel – No PPI Provided

For a relatively small number of regular shaped parcels, several cases and situations can prevent images from being provided.

i) Land Locked

Photos cannot be captured of inaccessible parcels due to lack of public road access.

ii) Construction Prohibiting Access

Road work often can inhibit a data collection vehicle from accessing roads in areas of seasonal construction. Where access is possible, data vehicle operators are instructed to capture photos. These inaccessible areas are flagged during data collection.

iii) Private Road Prohibiting Access

Condos, townhouses, apartments, and commercial/industrial complexes are the most common type of regular shaped parcels located on a private road. An image of the entrance can be provided or iLOOKABOUT can collect photos of these parcels if access is provided by property owners.

Note that iLOOKABOUT will not assume to drive private property unless this property has been specifically identified by the customer in advance and outlined in the mapping.

iv) Gated Community Prohibiting Access

Similar to Private Road Access, data collection vehicle operators will do their best to capture photos in a gated community, including asking permission from guards or returning at a favorable time.

v) Located on Highway

Highways with higher speed limits are removed from the work assigned to data collection vehicles because if the collection vehicle moves at faster speeds, the system generates poor quality images. Slower vehicle speeds on these roads are dangerous (or illegal) without official escort vehicles. Typically, it is rare for properties to have addresses on highways.

Note that iLOOKABOUT can provide data collection with an official escort vehicle. This must be agreed upon in advance in writing.

vi) Missed Coverage

iLOOKABOUT vehicles are equipped with GPS and have in-vehicle mapping and the vehicle operators are in constant communication with Operations including daily online coverage feedback. Even with these comprehensive monitoring systems, a small amount of road network will be missed, because of human error or mapping irregularities.

C) Irregularity in Parcel - Aerial Photo Registration

Typically, regions include a small number of irregular shaped parcels or shifted parcels. Irregular shaped parcels often have qualities and conditions that prevent capturing photos of the property buildings. It is not common and the reasons for the data problem vary, but sometimes the parcel shape and aerial imagery result in a shift. Quality Technicians will give their best effort to match the address to the Preferred Property Image. If the parcel photo is wrong, it can be corrected.

Ex. Irregularity in Parcel



Technician View



Preferred Property Image

D) Vacant Land Parcel - PPI Provided

Images will be provided for regular shaped parcels which represent vacant land with no principle building on the parcel. These PPIs are labelled as “no visible improvement”, meaning no structures. Note that image selection may be limited if the property has a significant amount of trees and bushes along the road, blocking a view of the property.

Ex. Vacant Land Parcel



Technician View



Preferred Property Image



STAFF REPORT

Report To: Board of Supervisors

Meeting Date: August 4, 2022

Staff Contact: Carol Akers, Purchasing & Contract Administrator and Frank Abella, Chief Information Officer

Agenda Title: For Possible Action: Discussion and possible action regarding Contract No. 23300158 with Escape Velocity Holdings, Inc. dba Trace3 LLC ("Trace3") to purchase equipment, and three years of related software licenses and support, for the expansion of Carson City's backup system for a not to exceed amount of \$391,546.89. (Carol Akers, cakers@carson.org and Frank Abella, fabella@carson.org)

Staff Summary: Carson City's Information Technology Department ("IT") is tasked with ensuring the City's electronic data is sufficiently backed up to allow data recovery in the event of a disaster, attack or similar circumstances. The City's current backup system is undersized for its current and future needs. If approved, this contract will provide sufficient hardware, plus three years of related software licenses and support, to meet the City's backup needs. Funding was approved as part of the Fiscal Year ("FY") 2023 Capital Improvement Program ("CIP").

Agenda Action: Formal Action / Motion

Time Requested: Consent

Proposed Motion

I move to approve the contract as presented.

Board's Strategic Goal

Efficient Government

Previous Action

May 19, 2022 – The Board of Supervisors approved the final budget for FY 2023, including the CIP.

Background/Issues & Analysis

The City's current backup system is undersized for both the City's current and future needs. A robust backup system is critical to ensuring adequate data recovery in the event of a disaster, security breach, ransomware attack or other malicious act.

Trace3 specializes in designing and supporting backup systems for large entities and enterprises, and it offers a significant discount for public entities, which is reflected in the pricing for this contract. The equipment and processes to be established through this contract will meet and exceed all compliance requirements applicable to the City, including Criminal Justice Information System (CJIS), International Organization for Standardization Security Framework 27001 (ISO), National Institute of Standards and Technology (NIST), Center for Internet Security (CIS), Health Insurance Portability and Accountability Act (HIPAA), Personal Identifiable Information (PII) and the like.

Applicable Statute, Code, Policy, Rule or Regulation

NRS 332.115

Financial Information

Is there a fiscal impact? Yes

If yes, account name/number: Capital Project Fund IP Network Infrastructure Account / 2101006-506506

Is it currently budgeted? Yes

Explanation of Fiscal Impact: If approved, account 2101006-506506 will be reduced by a not exceed amount of \$391,546.89; the total available budget is \$588,000. The Board of Supervisors approved the Backup Infrastructure Project as part of the FY 2023 CIP in the amount of \$250,000. The backup infrastructure project was original budgeted for one year increase in storage, but for \$141,546.89 extra funding, the City can purchase three years of anticipated storage needs. In order to increase this funding, the City will be scaling back the Network Infrastructure Modernization Project, which was originally approved at \$338,000, and reduce this available project budget to \$196,453.

Alternatives

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

Attachments:

[23300158 Draft Contract.pdf](#)

Board Action Taken:

Motion: _____

1) _____

2) _____

Aye/Nay

(Vote Recorded By)

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 23300158

Title: Rubrik Cloud Data Management System with Centralized Management

THIS CONTRACT is made and entered into this _____ day of _____, 2022, by and between Carson City, a consolidated municipality, a political subdivision of the State of Nevada, hereinafter referred to as "CITY", and Escape Velocity Holdings, Inc. dba Trace3, LLC, hereinafter referred to as "CONSULTANT".

WITNESSETH:

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

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

WHEREAS, it is deemed necessary that the services of **CONSULTANT** for **CONTRACT No. 23300158** (hereinafter referred to as "Contract") are both necessary and in the best interest of **CITY**; and

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

1. REQUIRED APPROVAL:

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

2. SCOPE OF WORK (Incorporated Contract Documents):

2.1 **CONSULTANT** shall provide and perform the following services set forth in **Exhibit A**, which shall all be attached hereto and incorporated herein by reference for and on behalf of **CITY** and hereinafter referred to as the "SERVICES". In the event that the terms provided in this contract conflict, or are inconsistent, with any terms and conditions referenced in, or incorporated through, Exhibit A, the terms of this contract will govern over any conflicting or inconsistent term(s) incorporated through Exhibit A.

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

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

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

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

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 23300158

Title: Rubrik Cloud Data Management System with Centralized Management

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

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

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

2.8 CITY Responsibilities:

2.8.1 **CITY** shall make available to **CONSULTANT** all technical data that is in **CITY'S** possession, reasonably required by **CONSULTANT** relating to the SERVICES.

2.8.2 **CITY** shall provide access to and make all provisions for **CONSULTANT** to enter upon public and private lands, to the fullest extent permitted by law, as reasonably required for **CONSULTANT** to perform the SERVICES.

2.8.3 **CITY** shall examine all reports, correspondence, and other documents presented by **CONSULTANT** upon request of **CITY**, and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the work of **CONSULTANT**.

2.8.4 It is expressly understood and agreed that all work done by **CONSULTANT** shall be subject to inspection and acceptance by **CITY** and approval of SERVICES shall not forfeit the right of **CITY** to require correction, and nothing contained herein shall relieve **CONSULTANT** of the responsibility of the SERVICES required under the terms of this Contract until all SERVICES have been completed and accepted by **CITY**.

3. CONTRACT TERM:

3.1 The term of this Contract begins on August 4, 2022, subject to Carson City Board of Supervisors' approval (anticipated to be August 4, 2022) and ends on June 30, 2025, unless sooner terminated by either party as specified in **Section 7** (CONTRACT TERMINATION).

4. NOTICE:

4.1 Except any applicable bid and award process where notices may be limited to postings by **CITY** on its Bid Opportunities website (www.carson.org), all notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by e-mail, by regular mail, by telephonic facsimile with simultaneous regular mail, or by certified mail, return receipt requested, postage prepaid on the date posted, and

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 23300158

Title: Rubrik Cloud Data Management System with Centralized Management

addressed to the other party at the address specified below.

4.2 Notice to **CONSULTANT** shall be addressed to:

Dustin Johnson, General Manager, Southwest
Trace3, LLC
7565 Irvine Center Drive, Suite 200
Irvine, CA 92618
949-333-2300
Dustin.johnson@trace3.com

4.3 Notice to **CITY** shall be addressed to:

Carson City Purchasing and Contracts Department
Carol Akers, Purchasing and Contracts Administrator
201 North Carson Street, Suite 2
Carson City, NV 89701
775-283-7362 / FAX 775-887-2286
CAkers@carson.org

5. COMPENSATION:

5.1 The parties agree that **CONSULTANT** will provide the SERVICES specified in **Section 2** (SCOPE OF WORK) and **CITY** agrees to pay **CONSULTANT** the Contract's compensation based upon Time and Materials and the Scope of Work Fee Schedule for a not to exceed maximum amount of Three Hundred Ninety One Thousand Five Hundred Forty Six Dollars and 89/100 (\$391,546.89), and hereinafter referred to as "Contract Sum".

5.2 Contract Sum represents full and adequate compensation for the completed SERVICES, and includes the furnishing of all materials; all labor, equipment, tools, and appliances; and all expenses, direct or indirect, connected with the proper execution of the SERVICES.

5.3 **CITY** has provided a sample invoice and **CONSULTANT** shall submit its request for payment using said sample invoice.

5.4 Payment by **CITY** for the SERVICES rendered by **CONSULTANT** shall be due within thirty (30) calendar days from the date **CITY** acknowledges that the performance meets the requirements of this Contract or from the date the correct, complete, and descriptive invoice is received by **CITY** employee designated on the sample invoice, whichever is the later date.

5.5 **CITY** does not agree to reimburse **CONSULTANT** for expenses unless otherwise specified.

6. TIMELINESS OF BILLING SUBMISSION:

6.1 The parties agree that timeliness of billing is of the essence to this Contract and recognize that **CITY** is on a fiscal year which is defined as the period beginning July 1 and ending June 30 of the following year. All billings for dates of service prior to July 1 must be submitted to **CITY** no later than the first Friday in August of the same year. A billing submitted after the first Friday in August will subject **CONSULTANT** to an administrative fee not to exceed \$100.00. The parties hereby agree this is a

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reasonable estimate of the additional costs to **CITY** of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to **CONSULTANT**.

7. CONTRACT TERMINATION:

7.1 Termination Without Cause:

7.1.1 Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated upon written notice by mutual consent of both parties or unilaterally by either party without cause.

7.1.2 **CITY** reserves the right to terminate this Contract for convenience whenever it considers termination, in its sole and unfettered discretion, to be in the public interest. In the event that the Contract is terminated in this manner, payment will be made for SERVICES actually completed. If termination occurs under this provision, in no event shall **CONSULTANT** be entitled to anticipated profits on items of SERVICES not performed as of the effective date of the termination or compensation for any other item, including but not limited to, unabsorbed overhead. **CONSULTANT** shall require that all subcontracts which it enters related to this Contract likewise contain a termination for convenience clause which precludes the ability of any subconsultant to make claims against **CONSULTANT** for damages due to breach of contract, of lost profit on items of SERVICES not performed or of unabsorbed overhead, in the event of a convenience termination.

7.2 Termination for Nonappropriation:

7.2.1 All payments and SERVICES provided under this Contract are contingent upon the availability of the necessary public funding, which may include various internal and external sources. In the event that Carson City does not acquire and appropriate the funding necessary to perform in accordance with the terms of the Contract, the Contract shall automatically terminate upon **CITY'S** notice to **CONSULTANT** of such nonappropriation, and no claim or cause of action may be based upon any such nonappropriation.

7.3 Cause Termination for Default or Breach:

7.3.1 A default or breach may be declared with or without termination.

7.3.2 This Contract may be terminated by either party upon written notice of default or breach to the other party as follows:

7.3.2.1 If **CONSULTANT** fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or any SERVICES called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or

7.3.2.2 If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by **CONSULTANT** to provide the goods or SERVICES or any services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

7.3.2.3 If **CONSULTANT** becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or

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7.3.2.4 If **CITY** materially breaches any material duty under this Contract and any such breach impairs **CONSULTANT'S** ability to perform; or

7.3.2.5 If it is found by **CITY** that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by **CONSULTANT**, or any agent or representative of **CONSULTANT**, to any officer or employee of **CITY** with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or

7.3.2.6 If it is found by **CITY** that **CONSULTANT** has failed to disclose any material conflict of interest relative to the performance of this Contract.

7.4 Time to Correct (Declared Default or Breach):

7.4.1 Termination upon a declared default or breach may be exercised only after providing 7 (seven) calendar days written notice of default or breach, and the subsequent failure of the defaulting or breaching party, within five (5) calendar days of providing that default or breach notice, to provide evidence satisfactory to the aggrieved party demonstrating that the declared default or breach has been corrected. Time to correct shall run concurrently with any notice of default or breach and such time to correct is not subject to any stay with respect to the nonexistence of any Notice of Termination. Untimely correction shall not void the right to termination otherwise properly noticed unless waiver of the noticed default or breach is expressly provided in writing by the aggrieved party. There shall be no time to correct with respect to any notice of termination without cause or termination for nonappropriation.

7.5 Winding Up Affairs Upon Termination:

7.5.1 In the event of termination of this Contract for any reason, the parties agree that the provisions of this **Subsection 7.5** (Winding Up Affairs Upon Termination) survive termination:

7.5.1.1 The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination; and

7.5.1.2 **CONSULTANT** shall satisfactorily complete SERVICES in progress at the agreed rate (or a pro rata basis if necessary) if so requested by **CITY**; and

7.5.1.3 **CONSULTANT** shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by **CITY**; and

7.5.1.4 **CONSULTANT** shall preserve, protect, and promptly deliver into **CITY** possession all proprietary information in accordance **Section 19** (CITY OWNERSHIP OF PROPRIETARY INFORMATION).

7.6 Notice of Termination:

7.6.1 Unless otherwise specified in this Contract, termination shall not be effective until seven (7) calendar days after a party has provided written notice of default or breach, or notice of without cause termination. Notice of Termination may be given at the time of notice of default or breach, or notice of without cause termination. Notice of Termination may be provided separately

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at any time after the running of the 7-day notice period, and such termination shall be effective on the date the Notice of Termination is provided to the party unless a specific effective date is otherwise set forth therein. Any delay in providing a Notice of Termination after the 7-day notice period has run without a timely correction by the defaulting or breaching party shall not constitute any waiver of the right to terminate under the existing notice(s).

8. REMEDIES:

Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorney's fees and costs. The parties agree that, in the event a lawsuit is filed and a party is awarded attorney's fees by the court, for any reason, the amount of recoverable attorney's fees shall not exceed the rate of \$125 per hour. **CITY** may set off consideration against any unpaid obligation of **CONSULTANT** to **CITY**.

9. LIMITED LIABILITY:

CITY will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise expressly provided for elsewhere in this Contract. Damages for any **CITY** breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to **CONSULTANT**, for the fiscal year budget in existence at the time of the breach. **CONSULTANT'S** tort liability shall not be limited.

10. FORCE MAJEURE:

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

11. INDEMNIFICATION:

11.1 To the extent permitted by law, including, but not limited to, the provisions of NRS Chapter 41, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other party from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorney's fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of the indemnity which would otherwise exist as to any party or person described in this Section.

11.2 As required by NRS 338.155, if this Contract involves a "public work" construction project as defined above, **CONSULTANT** shall defend, indemnify and hold harmless the **CITY**, and the employees, officers and agents of the public body from any liabilities, damages, losses, claims, actions or proceedings, including without limitation, reasonable attorney's fees, to the extent that such liabilities, damages, losses, claims, actions or proceedings are caused by the negligence, errors, omissions, recklessness or intentional misconduct of the **CONSULTANT** or the employees or agents of the **CONSULTANT** in the performance of the Contract. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of the indemnity which would otherwise exist as to any party or person described in this section. However, with respect to any anticipated benefits to **CITY** resulting from the Scope of Work, **CONSULTANT** shall not be responsible or liable to **CITY** for any warranties, guarantees, fitness for a particular purpose or loss of anticipated profits resulting from any termination of this Contract. Additionally, **CONSULTANT** shall not be responsible for acts and decisions of third parties, including governmental agencies, other than **CONSULTANT'S** subcontractors, that impact project completion and/or success.

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11.3 Except as otherwise provided in **Subsection 11.5** below, the indemnifying party shall not be obligated to provide a legal defense to the indemnified party, nor reimburse the indemnified party for the same, for any period occurring before the indemnified party provides written notice of the pending claim(s) or cause(s) of action to the indemnifying party, along with:

11.3.1 a written request for a legal defense for such pending claim(s) or cause(s) of action; and

11.3.2 a detailed explanation of the basis upon which the indemnified party believes that the claim or cause of action asserted against the indemnified party implicates the culpable conduct of the indemnifying party, its officers, employees, and/or agents.

11.4 After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall not be obligated to fund or reimburse any fees or costs provided by any additional counsel for the indemnified party, including counsel through which the indemnified party might voluntarily choose to participate in its defense of the same matter.

11.5 After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall be obligated to reimburse the reasonable attorney's fees and costs incurred by the indemnified party during the initial thirty (30) day period of the claim or cause of action, if any, incurred by separate counsel.

12. **INDEPENDENT CONTRACTOR:**

12.1 **CONSULTANT**, as an independent contractor, is a natural person, firm or corporation who agrees to perform SERVICES for a fixed price according to his or its own methods and without subjection to the supervision or control of the **CITY**, except as to the results of the SERVICES, and not as to the means by which the SERVICES are accomplished.

12.2 It is mutually agreed that **CONSULTANT** is associated with **CITY** only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted SERVICES pursuant to this Contract. **CONSULTANT** is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract.

12.3 Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for **CITY** whatsoever with respect to the indebtedness, liabilities, and obligations of **CONSULTANT** or any other party.

12.4 **CONSULTANT**, in addition to **Section 11** (INDEMNIFICATION), shall indemnify and hold **CITY** harmless from, and defend **CITY** against, any and all losses, damages, claims, costs, penalties, liabilities, expenses arising out of or incurred in any way because of, but not limited to, **CONSULTANT'S** obligations or legal duties regarding any taxes, fees, assessments, benefits, entitlements, notice of benefits, employee's eligibility to work, to any third party, subcontractor, employee, state, local or federal governmental entity.

12.5 Neither **CONSULTANT** nor its employees, agents, or representatives shall be considered employees, agents, or representatives of **CITY**.

13. **INSURANCE REQUIREMENTS (GENERAL):**

13.1 **NOTICE: The following general insurance requirements shall apply unless these general requirements are altered by any specific requirements set forth in CITY'S solicitation for bid document, the adopted bid or other document incorporated into this Contract by the parties.**

13.2 **CONSULTANT**, as an independent contractor and not an employee of **CITY**, must carry policies of insurance in amounts specified and pay all taxes and fees incident hereunto. **CITY** shall have no liability except as specifically provided in this Contract.

13.3 **CONSULTANT** shall not commence work before: (1) **CONSULTANT** has provided the required

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evidence of insurance to **CITY** Purchasing and Contracts, and (2) **CITY** has approved the insurance policies provided by **CONSULTANT**.

13.4 Prior approval of the insurance policies by **CITY** shall be a condition precedent to any payment of consideration under this Contract and **CITY'S** approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this Contract. Any failure of **CITY** to timely approve shall not constitute a waiver of the condition.

13.5 *Insurance Coverage (13.6 through 13.23):*

13.6 **CONSULTANT** shall, at **CONSULTANT'S** sole expense, procure, maintain and keep in force for the duration of this Contract the following insurance conforming to the minimum requirements specified below. Unless specifically specified herein or otherwise agreed to by **CITY**, the required insurance shall be in effect prior to the commencement of work by **CONSULTANT** and shall continue in force as appropriate until the later of:

13.6.1 Final acceptance by **CITY** of the completion of this Contract; or

13.6.2 Such time as the insurance is no longer required by **CITY** under the terms of this Contract.

13.6.3 Any insurance or self-insurance available to **CITY** under its coverage(s) shall be in excess of and non-contributing with any insurance required from **CONSULTANT**. **CONSULTANT'S** insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by **CITY**, **CONSULTANT** shall provide **CITY** with renewal or replacement evidence of insurance no less than thirty (30) calendar days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by this Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as **CONSULTANT** has knowledge of any such failure, **CONSULTANT** shall immediately notify **CITY** and immediately replace such insurance or bond with an insurer meeting the requirements.

13.7 *General Insurance Requirements (13.8 through 13.23):*

13.8 **Certificate Holder:** Each liability insurance policy shall list Carson City c/o Carson City Purchasing and Contracts, 201 N. Carson Street, Suite 2, Carson City, NV 89701 as a certificate holder.

13.9 **Additional Insured:** By endorsement to the general liability insurance policy evidenced by **CONSULTANT**, The City and County of Carson City, Nevada, its officers, employees and immune contractors shall be named as additional insureds for all liability arising from this Contract.

13.10 **Waiver of Subrogation:** Each liability insurance policy shall provide for a waiver of subrogation as to additional insured, unless:

13.10.1 **CONSULTANT** maintains an additional \$5,000,000.00 umbrella policy in lieu of the Waiver of Subrogation Clause.

13.11 **Cross-Liability:** All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.

13.12 **Deductibles and Self-Insured Retentions:** Insurance maintained by **CONSULTANT** shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by **CITY**. Such approval shall not relieve **CONSULTANT** from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$50,000.00 per occurrence, unless otherwise approved by **CITY**.

13.13 **Policy Cancellation:** Except for ten (10) calendar days notice for non-payment of premium, each insurance policy shall be endorsed to state that; without thirty (30) calendar days prior written notice to Carson City Purchasing and Contracts, the policy shall not be canceled, non-renewed or coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be

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sent by mail to Carson City Purchasing and Contracts, 201 N. Carson Street, Suite 2, Carson City, NV 89701.

13.14 **Approved Insurer:** Each insurance policy shall be issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made, and currently rated by A.M. Best as "A-VII" or better.

13.15 **Evidence of Insurance:** Prior to commencement of work, **CONSULTANT** must provide the following documents to Carson City Purchasing and Contracts, 201 North Carson Street, Suite 2, Carson City, NV 89701:

13.16 **Certificate of Insurance:** The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to Carson City Purchasing and Contracts to evidence the insurance policies and coverages required of **CONSULTANT**.

13.17 **Additional Insured Endorsement:** An Additional Insured Endorsement (CG20 10 or C20 26), signed by an authorized insurance company representative, must be submitted to Carson City Purchasing and Contracts to evidence the endorsement of **CITY** as an additional insured per **Subsection 13.9** (Additional Insured).

13.18 **Schedule of Underlying Insurance Policies:** If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlying Schedule from the Umbrella or Excess insurance policy may be required.

13.19 **Review and Approval:** Documents specified above must be submitted for review and approval by **CITY** Purchasing and Contracts prior to the commencement of work by **CONSULTANT**. Neither approval by **CITY** nor failure to disapprove the insurance furnished by **CONSULTANT** shall relieve **CONSULTANT** of **CONSULTANT'S** full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of **CONSULTANT** or its subcontractors, employees or agents to **CITY** or others, and shall be in addition to and not in lieu of any other remedy available to **CITY** under this Contract or otherwise. **CITY** reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

13.20 **COMMERCIAL GENERAL LIABILITY INSURANCE:**

13.20.1 *Minimum Limits required:*

13.20.2 Two Million Dollars (\$2,000,000.00) - General Aggregate.

13.20.3 Two Million Dollars (\$2,000,000.00) - Products & Completed Operations Aggregate.

13.20.4 One Million Dollars (\$1,000,000.00) - Each Occurrence.

13.20.5 Coverage shall be on an occurrence basis and shall be at least as broad as ISO 1996 form CG 00 01 (or a substitute form providing equivalent coverage); and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, civil lawsuits, Title VII actions and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

13.21 **BUSINESS AUTOMOBILE LIABILITY INSURANCE:**

13.21.1 *Minimum Limit required:*

13.21.2 One Million Dollars (\$1,000,000.00) per occurrence for bodily injury and property damage.

13.21.3 Coverage shall be for "any auto", including owned, non-owned and hired vehicles. The policy shall be written on ISO form CA 00 01 or a substitute providing equivalent

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liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

13.22 PROFESSIONAL LIABILITY INSURANCE (Architects, Engineers and Land Surveyors)

13.22.1 *Minimum Limit required:*

13.22.2 One Million Dollars (\$1,000,000.00).

13.22.3 Retroactive date: Prior to commencement of the performance of this Contract.

13.22.4 Discovery period: Three (3) years after termination date of this Contract.

13.22.5 A certified copy of this policy may be required.

13.23 WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:

13.23.1 **CONSULTANT** shall provide workers' compensation insurance as required by NRS Chapters 616A through 616D inclusive and Employer's Liability insurance with a minimum limit of \$500,000.00 each employee per accident for bodily injury by accident or disease.

13.23.2 **CONSULTANT** may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that **CONSULTANT** is a sole proprietor; that **CONSULTANT** will not use the services of any employees in the performance of this Contract; that **CONSULTANT** has elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and that **CONSULTANT** is otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

14. BUSINESS LICENSE:

14.1 **CONSULTANT** shall not commence work before **CONSULTANT** has provided a copy of his Carson City business license to Carson City Purchasing and Contracts.

14.2 The Carson City business license shall continue in force until the later of: (1) final acceptance by **CITY** of the completion of this Contract; or (2) such time as the Carson City business license is no longer required by **CITY** under the terms of this Contract.

15. COMPLIANCE WITH LEGAL OBLIGATIONS:

CONSULTANT shall procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by **CONSULTANT** to provide the goods or SERVICES or any services of this Contract. **CONSULTANT** will be responsible to pay all government obligations, including, but not limited to, all taxes, assessments, fees, fines, judgments, premiums, permits, and licenses required or imposed by law or a court. Real property and personal property taxes are the responsibility of **CONSULTANT** in accordance with NRS Chapter 361 generally and NRS 361.157 and 361.159, specifically regarding for profit activity. **CONSULTANT** agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. **CITY** may set-off against consideration due any delinquent government obligation.

If the **CITY** was required by NRS 332.039(1) to advertise or request a proposal for this Agreement, by signing this Agreement, the **CONSULTANT** provides a written certification that the **CONSULTANT** is not currently engaged in, and during the Term shall not engage in, a Boycott of Israel. The term "Boycott of Israel" has the meaning ascribed to that term in Section 3 of Nevada Senate Bill 26 (2017). The **CONSULTANT** shall be responsible for fines, penalties, and payment of any State of Nevada or federal funds that may arise (including those that the **CITY** pays, becomes liable to pay, or becomes liable to repay) as a direct result of the **CONSULTANT's** non-compliance with this Section.

16. WAIVER OF BREACH:

Failure to declare a breach or the actual waiver of any particular breach of this Contract or its material or

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nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

17. SEVERABILITY:

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

18. ASSIGNMENT / DELEGATION:

To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by **CITY**, such offending portion of the assignment shall be void, and shall be a breach of this Contract. **CONSULTANT** shall neither assign, transfer nor delegate any rights, obligations or duties under this Contract without the prior written approval of **CITY**. The parties do not intend to benefit any third party beneficiary regarding their respective performance under this Contract.

19. CITY OWNERSHIP OF PROPRIETARY INFORMATION:

Any files, reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer programs, computer codes, and computer records (which are intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by **CONSULTANT** (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of **CITY** and all such materials shall be delivered into **CITY** possession by **CONSULTANT** upon completion, termination, or cancellation of this Contract. **CONSULTANT** shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of **CONSULTANT'S** obligations under this Contract without the prior written consent of **CITY**. Notwithstanding the foregoing, **CITY** shall have no proprietary interest in any materials licensed for use by **CITY** that are subject to patent, trademark or copyright protection.

20. PUBLIC RECORDS:

Pursuant to NRS 239.010, information or documents received from **CONSULTANT** may be open to public inspection and copying. **CITY** will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. **CONSULTANT** may clearly label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 332.061, provided that **CONSULTANT** thereby agrees to indemnify and defend **CITY** for honoring such a designation. The failure to so label any document that is released by **CITY** shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

21. CONFIDENTIALITY:

CONSULTANT shall keep confidential all information, in whatever form, produced, prepared, observed or received by **CONSULTANT** to the extent that such information is confidential by law or otherwise required by this Contract.

22. FEDERAL FUNDING:

22.1 *In the event federal grant funds are used for payment of all or part of this Contract:*

22.1.1 **CONSULTANT** certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp.

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19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

22.1.2 **CONSULTANT** and its subcontractors must be registered in the US Government System for Award Management (SAM) for verification on projects with federal funding.

22.1.3 **CONSULTANT** and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

22.1.4 **CONSULTANT** and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and Executive Order 11478 (July 21, 2014) and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, sexual orientation, gender identity, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).

22.1.5 If and when applicable to the particular federal funding and the Scope of Work under this Contract, **CONSULTANT** and its subcontractors shall comply with: American Iron and Steel (AIS) provisions of P.L. 113- 76, Consolidated Appropriations Act, 2014, Section 1605 – Buy American (100% Domestic Content of iron, steel and manufactured goods); Federal Highway Administration (FHWA) 23 U.S.C. § 313 – Buy America, 23 C.F.R. § 635.410 (100% Domestic Content of steel, iron and manufactured products); Federal Transit Administration (FTA) 49 U.S.C. § 5323(j), 49 C.F.R. Part 661 – Buy America Requirements (See 60% Domestic Content for buses and other Rolling Stock).

23. **LOBBYING:**

23.1 The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:

23.1.1 Any federal, state, county or local agency, legislature, commission, council or board;

23.1.2 Any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or

23.1.3 Any officer or employee of any federal, state, county or local agency; legislature, commission, council or board.

24. **GENERAL WARRANTY:**

CONSULTANT warrants that it will perform all SERVICES required hereunder in accordance with the prevailing standard of care by exercising the skill and care normally required of individuals performing the same or similar SERVICES, under the same or similar circumstances, in the State of Nevada.

25. **PROPER AUTHORITY:**

The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. **CONSULTANT** acknowledges that this Contract is effective only after approval by the Carson City Board of Supervisors and only for the period of time specified in this Contract. Any SERVICES performed by **CONSULTANT** before this Contract is effective or after it ceases to be effective is performed at the sole risk of **CONSULTANT**.

26. **ALTERNATIVE DISPUTE RESOLUTION (Public Work):**

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 23300158

Title: Rubrik Cloud Data Management System with Centralized Management

If the SERVICES under this Contract involve a “public work” as defined under NRS 338.010(18), then pursuant to NRS 338.150, a public body charged with the drafting of specifications for a public work shall include in the specifications a clause requiring the use of a method of alternative dispute resolution (“ADR”) before initiation of a judicial action if a dispute arising between the public body and the **CONSULTANT** engaged on the public work cannot otherwise be settled. Therefore, unless ADR is otherwise provided for by the parties in any other incorporated attachment to this Contract, in the event that a dispute arising between **CITY** and **CONSULTANT** regarding that public work cannot otherwise be settled, **CITY** and **CONSULTANT** agree that, before judicial action may be initiated, **CITY** and **CONSULTANT** will submit the dispute to non-binding mediation. **CITY** shall present **CONSULTANT** with a list of three potential mediators. **CONSULTANT** shall select one person to serve as the mediator from the list of potential mediators presented by **CITY**. The person selected as mediator shall determine the rules governing the mediation.

27. GOVERNING LAW / JURISDICTION:

This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. **CONSULTANT** consents and agrees to the jurisdiction of the courts of the State of Nevada located in Carson City, Nevada for enforcement of this Contract.

28. ENTIRE CONTRACT AND MODIFICATION:

This Contract and its integrated attachment(s) constitute the entire Contract of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other Contracts that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Carson City Board of Supervisors. Conflicts in language between this Contract and any other agreement between **CITY** and **CONSULTANT** on this same matter shall be construed consistent with the terms of this Contract. The parties agree that each has had their respective counsel review this Contract which shall be construed as if it was jointly drafted.

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 23300158

Title: Rubrik Cloud Data Management System with Centralized Management

29. ACKNOWLEDGMENT AND EXECUTION:

This Contract may be executed in counterparts. The parties hereto have caused this Contract to be signed and intend to be legally bound thereby as follows:

CITY

Executive Office
Attn: Carol Akers, Purchasing & Contracts Administrator
Purchasing and Contracts Department
201 North Carson Street, Suite 2
Carson City, Nevada 89701
Telephone: 775-283-7362
Fax: 775-887-2286
CAkers@carson.org

CITY'S LEGAL COUNSEL

Carson City District Attorney

I have reviewed this Contract and approve as to its legal form.

By: _____
Sheri Russell, Chief Financial Officer

By: _____
Deputy District Attorney

Dated _____

Dated _____

CITY'S ORIGINATING DEPARTMENT
CONSULTANT will not be given authorization to begin work until this Contract has been signed by Purchasing and Contracts

BY: Carol Akers

Acct: 2101006-506506

By: _____

Dated _____

PROJECT CONTACT PERSON:

Frank Abella
775-283-7006

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 23300158

Title: Rubrik Cloud Data Management System with Centralized Management

Undersigned deposes and says under penalty of perjury: That he/she is **CONSULTANT** or authorized agent of **CONSULTANT**; that he/she has read the foregoing Contract; and that he/she understands the terms, conditions and requirements thereof.

CONSULTANT

BY: Dustin Johnson

TITLE: General Manager, Southwest

FIRM: Trace3, LLC

Address: 7565 Irvine Center Drive, Suite 200

City: Irvine **State:** CA **Zip Code:** 92618

Telephone: 949-333-2300

E-mail Address: dustin.johnson@trace3.com

(Signature of Consultant)

DATED _____

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 23300158

Title: Rubrik Cloud Data Management System with Centralized Management

CONTRACT ACCEPTANCE AND EXECUTION:

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of August 4, 2022 approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 23300158**. Further, the Board of Supervisors authorizes the Mayor of Carson City, Nevada to sign this document and record the signature for the execution of this Contract in accordance with the action taken.

CARSON CITY, NEVADA

LORI BAGWELL, MAYOR

DATED this 4th day of August, 2022.

ATTEST:

AUBREY ROWLATT, CLERK-RECORDER

DATED this 4th day of August, 2022.

**Carson City Rubrik R6416S & R6408S HA Enterprise
3YR Quote**

Quote # Trace3.045571.v2

Prepared for:

Carson City, Nevada

Frank Abella
fabella@carson.org

Rubrik r6416 Appliance

Line #	Qty	Part Number	Product Description	Unit Price	Ext. Price
1	1	RBK-R6416S-HW-01	r6416 Appliance, 4-node, 192TB raw HDD, 1.6TB SSD, SFP+ NIC	\$31,090.65	\$31,090.65
2	1	RBK-GO-FNDN-R6416	One -1 month of Rubrik Go Foundation Edition for r6416, incl. RCDM, Polaris GPS, CloudOut, 400 instances/VMs of Cloud Native Protection and Premium Support, subscription prepay - 3YR	\$124,579.44	\$124,579.44
3	2	RBK-F3M-CBL-01	Fiber Optic OM3 LC/LC Cable, 3M, pack of 4	\$90.00	\$180.00
4	2	RBK-SFP-TSR-01	10G/1G Dual Rate SFP+ Transceiver, pack of 4	\$621.00	\$1,242.00
5	1	RBK-SVC-PREM-HW	Premium Support for hardware, prepay - 3YR for RBK-R6416S-HW-01	\$12,121.62	\$12,121.62

Subtotal: \$169,213.71

Rubrik r6408s Appliance (primary)

Line #	Qty	Part Number	Product Description	Unit Price	Ext. Price
1	1	RBK-R6408S-HW-01	r6408s Appliance, 4-node, 96TB raw HDD, 1.6TB SSD, SFP+ NIC	\$22,238.55	\$22,238.55
2	1	RBK-GO-FNDN-R6408	One -1 month of Rubrik Go Foundation Edition for r6408, incl. RCDM, Polaris GPS, CloudOut, 200 instances/VMs of cloud native protection and Premium Support, subscription prepay - 3YR	\$84,978.72	\$84,978.72
3	2	RBK-F3M-CBL-01	Fiber Optic OM3 LC/LC Cable, 3M, pack of 4	\$90.00	\$180.00
4	2	RBK-SFP-TSR-01	10G/1G Dual Rate SFP+ Transceiver, pack of 4	\$621.00	\$1,242.00
5	1	RBK-SVC-PREM-HW	Premium Support for hardware, prepay - 3YR for RBK-R6408S-HW-01	\$8,670.36	\$8,670.36

Subtotal: \$117,309.63

Rubrik r6408s Appliance (replication)

Line #	Qty	Part Number	Product Description	Unit Price	Ext. Price
1	1	RBK-R6408S-HW-01	r6408s Appliance, 4-node, 96TB raw HDD, 1.6TB SSD, SFP+ NIC	\$22,238.55	\$22,238.55
2	1	RBK-GO-FNDN-R6408	One -1 month of Rubrik Go Foundation Edition for r6408, incl. RCDM, Polaris GPS, CloudOut, 200 instances/VMs of cloud native protection and Premium Support, subscription prepay - 3YR	\$72,692.64	\$72,692.64
3	2	RBK-F3M-CBL-01	Fiber Optic OM3 LC/LC Cable, 3M, pack of 4	\$90.00	\$180.00
4	2	RBK-SFP-TSR-01	10G/1G Dual Rate SFP+ Transceiver, pack of 4	\$621.00	\$1,242.00
5	1	RBK-SVC-PREM-HW	Premium Support for hardware, prepay - 3YR for RBK-GO-FNDN-R6408	\$8,670.36	\$8,670.36

Subtotal: \$105,023.55

Carson City Rubrik R6416S & R6408S HA Enterprise 3YR Quote

Prepared by:

Trace3 - Irvine
Jeanette Hua
jhua@trace3.com

Prepared for:

Carson City, Nevada
201 N Carson St Ste 7
Carson City, NV 89701-4289
Frank Abella

fabella@carson.org

Quote Information:

Trace3.045571.v2
Quote Date: 07/06/2022
Expiration Date: 07/31/2022

Quote Summary

Description	Amount
Rubrik r6416 Appliance	\$169,213.71
Rubrik r6408s Appliance (primary)	\$117,309.63
Rubrik r6408s Appliance (replication)	\$105,023.55
Total:	\$391,546.89

Upon client signatory's execution of this Quote, he/she affirms that:

1. Client will purchase and pay Trace3 for the equipment and/or services referenced above;
2. Without a separate written agreement signed by Trace3 and client, equipment and/or services referenced above are provided solely subject to the terms of this Quote and the applicable terms and conditions located at <http://www.trace3.com/legal>
3. He/she is authorized to accept this Quote on behalf of client and has complied with all of client's business practices in making this purchase;
4. Quoted amounts exclude sales taxes, which will be charged on all U.S. shipments; and
5. Client is responsible for submitting exemption certificates for sales tax-exempt purchases.
6. Use of the equipment and/or services referenced above is subject to the applicable end-user license agreement of the manufacturer.

Carson City, Nevada

Signature: _____
Name: _____
Title: _____
Date: _____



STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** August 4, 2022
Staff Contact: Carol Akers, Purchasing & Contracts Administrator and Sheriff Ken Furlong

Agenda Title: For Possible Action: Discussion and possible action regarding authorization to purchase WRAP Technologies' ("WRAP") BolaWrap Remote Restraint Devices ("BolaWrap Device") and related accessories for the Carson City Sheriff's Office ("CCSO") through Proforce Law Enforcement ("PLE") for a total amount not to exceed \$53,898.50. (Carol Akers, Cakers@carson.org and Sheriff Ken Furlong, KFurlong@carson.org)

Staff Summary: The BolaWrap Device uses less lethal force to wrap the arms and/or legs of a subject from a distance, allowing law enforcement officers to effectively tie a subject's arms or legs from a relatively safe distance and to limit mobility and the ability to raise a weapon. CCSO is unaware of any devices on the market that are similar to the BolaWrap Device, and PLE is the sole authorized distributor for WRAP. This purchase was approved as part of the Fiscal Year ("FY") 2023 Capital Improvement Program ("CIP").

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

Proposed Motion

I move to approve the purchase authority as requested.

Board's Strategic Goal

Safety

Previous Action

May 19, 2022 – The Board of Supervisors approved the final budget for FY 2023, including the CIP.

Background/Issues & Analysis

The BolaWrap Device fires a less lethal projectile. The projectile is Kevlar cordage with a small barb on each end. As the projectile strikes the lower legs or arms, the cordage quickly wraps around the subject, tying them up and restricting their ability to run or move. If, for example, a subject armed with a knife is making threats, the BolaWrap Device could be fired from a relatively safe distance to wrap the subject's arms and minimize the ability to swing the knife.

The BolaWrap Devices have cartridges that eject the wrap for a one-time use. Replacement cartridges will need to be purchased; the cartridges have a 5-year shelf life.

Applicable Statute, Code, Policy, Rule or Regulation

NRS 332.115(1)(a), (3)

Financial Information

Is there a fiscal impact? Yes

If yes, account name/number: Sheriff's Capital Fund Equipment Account / 2102020-506561
Sheriff's General Fund Small Furnishings Account / 1012012-500675

Is it currently budgeted? Yes

Explanation of Fiscal Impact: If approved, account 2102020-506561 will be reduced by a not to exceed amount of \$53,756; the amount approved through the 2023 CIP process. Account 1012012-500675 will be reduced by a not to exceed amount of \$142.50; the available budget is \$45,000.

Alternatives

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

Attachments:

[Bola-Wrap Back-up v2.pdf](#)

Board Action Taken:

Motion: _____

1) _____

2) _____

Aye/Nay

(Vote Recorded By)

PROFORCE LAW ENFORCEMENT

2625 Stearman Drive, Prescott AZ, 86301
 Tel: 928-776-7192 Fax: 928-445-3168
 email: sales@proforceonline.com www.proforceonline.com

O R D E R	QUOTE#	PAGE
	600258	1
Q U O T E	SHIP DATE	
	A.S.A.P.	

SOLD TO

CARSON CITY, SHERIFF CORONER
 PURCHASING & CONTRACTS DEPT.
 911 E. MUSSER STREET
 CARSON CITY NV 89701

SHIP TO

CARSON CITY SHERIFF'S OFFICE
 911 E. MUSSER STREET
 CARSON CITY NV 89701

775-887-2026

JOB #	ORD. DATE	CUST.#	LOC.	SALESMAN	SHIP VIA	FRT.
N/A	07/07/22	008198	A	JOHNATHAN PRINCE	FX G-FOB ORIGIN	

QTY. ORDER	ITEM NO./DESC.	UNIT PRICE	UOM DISC.	NET PRICE
45	15021 WRP BOLAWRAP 150 YLW W/LSR ***ALLOCATED***	924.95	EA .00	41,622.75
45	15050 WRP BOLAWRAP 150 BHP HOLSTER W/BELT CLIP	69.95	EA .00	3,147.75
300	15030 WRP BOLAWRAP 150 CASSETTE BLK	29.95	EA .00	8,985.00
<p>This quote is valid for 45 days from date of issue, pending credit approval, and is subject to manufacturer's availability and price change. Please call (800) 367-5855 if this bid is still pending on the expiration date for updated pricing.</p> <p>Standard Terms are Net 30 days. If department policy does not allow for partial shipments and payments, separate purchase orders for each item will be necessary. Standard manufacturer's warranty applies to all department</p> <p>ProForce Law Enforcement agrees to defend, indemnify and hold harmless its customers from claims for personal injury or property damages, to the extent arising from the negligent acts or omissions of ProForce Law Enforcement or its employees, agents or independent contractors.</p>				

CIP

COMMENT \$53,756 2102020 506561

\$142.50 10/20/12 506675

TERMS Vendor: 11025

Req. 23100072



PROFORCE LAW ENFORCEMENT

2625 Stearman Drive, Prescott AZ, 86301
 Tel: 928-776-7192 Fax: 928-445-3468
 email: sales@proforceonline.com www.proforceonline.com

O R D E R	QUOTE#	PAGE
	600258	2
Q U O T E	SHIP DATE	
	A.S.A.P.	

SOLD
TO

CARSON CITY, SHERIFF CORONER
 PURCHASING & CONTRACTS DEPT.
 911 E. MUSSER STREET
 CARSON CITY NV 89701

SHIP
TO

CARSON CITY SHERIFF'S OFFICE
 911 E. MUSSER STREET
 CARSON CITY NV 89701

775-887-2026

JOB #	ORD. DATE	CUST.#	LOC.	SALESMAN	SHIP VIA	FRT.
N/A	07/07/22	008198	A	JOHNATHAN PRINCE	FX G-FOB ORIGIN	
QTY. ORDER	ITEM NO./DESC.			UNIT PRICE	UOM DISC.	NET PRICE
	ORDERING INSTRUCTIONS: Please reply to your sales representative in writing to process this order or send an email to ryan.schreiber@proforceonline.com . For orders over \$5,000, a PO or signed quote is required to process the order. Returned items are subject to 20% restocking fee. All sales are final on non-stocked/special order items IMPORTANT: To order from this quotation, please sign below. Printed Name: _____ - Date: _____ P.O.: _____ - Signature: _____					
COMMENT FOR DANIEL GONZALES BY RYAN SCHREIBER TERMS DUE NET 30 DAYS				SALES AMOUNT	53,755.50	
				HANDLING	143.00	
				SUB TOTAL	53,898.50	



Ken Furlong
Sheriff

911 E. Musser St.
Carson City, NV 89701

775-887-2500
Fax: 775-887-2026

Date: _____

PROFORCE LAW ENFORCEMENT

2625 Stearman Road, Ste A
Prescott, AZ 86301

TO WHOM IT MAY CONCERN:

Our department / agency is purchasing the following firearm(s) for official department use only. I certify that the firearm(s) purchased are not for transfer or resale.

The firearm(s) to be purchased is/are listed below:

Agency: Carson City Sheriff's Office

ORI# NV0130000

Quantity	Manufacturer	PART NUMBER	SIGHT TYPE	DESCRIPTION
45	BolaWrap	15021 Bolawrap 150	LSR	
45	BolaWrap	15050 WRP Bolawrap 150 holster W/Belt Clip	N/A	Holsters
300	BloaWrap	15030 WRP BolaWrap 150 Cassette BLK	N/A	Cartridges

Ken Furlong / Sheriff
Printed or Typed Name of Department Chief, Sheriff or Equivalent Rank

Signature of Department Chief, Sheriff or Equivalent Above

Please Bill To:

Business Office
C/O Cassey Otto
911 E. Musser St.
Carson City, Nevada 89701

Please Ship To:

Carson City Sheriff's Office
C/O Captain Clay Wall
911 E. Musser St.
Carson City, Nevada 89701

March 1st, 2022

Please accept this letter as confirmation that Wrap Technologies is the Sole Source Manufacturer of non-lethal BolaWrap 150 products and ProForce Law Enforcement is our Sole Source Distributor for the States of AK, AZ, CA, OR, WA, ID, UT, CO, NM, NV, MT, TX, WY, OK and FL.

ProForce Law Enforcement

2625 Stearman Road, Suite A

Prescott, AZ 86301

Phone: 800-367-5855

Contact: Dan Rooney

dan.rooney@proforceonline.com

Wrap Technologies manufactures and sells various Wrap® brand products, including BolaWrap 150, cassettes, accessories, and other law enforcement products.

The BolaWrap 150 is a remote restraint device designed to be used by law enforcement early in an encounter of someone suffering from a mental health crisis, narcotic induced psychosis, or other uncooperative behaviors to deescalate situations rapidly so no other force is necessary. No other manufacturers make a remote restraint device comparable to this device.

All of our products are patented and manufactured in the United States.

Patents: US10,036,615

US10,107,599

US820,940

US822,785

WO2018/009255 (and all national entries/validations based thereon)

BolaWrap and Wrap Technologies are trademarks of Wrap Technologies, Inc., and BolaWrap® is a registered trademark of Wrap Technologies, Inc. registered in the U.S. and filed in certain foreign jurisdictions.

Please contact me below if you have further questions or need additional assistance with your sole source paperwork.

Sincerely,



Stacie Sundberg

Director, Sales Operations

Wrap Technologies, Inc.

1817 W 4th Street

Tempe, AZ 85281

Ssundberg@wrap.com

Phone: 602-451-8597

STANDARD LIMITED WARRANTY

WRAP TECHNOLOGIES, INC. EXPRESS LIMITED WARRANTY AND RELEASE

FOR LAW ENFORCEMENT PRODUCTS AND ACCESSORIES

The following WRAP TECHNOLOGIES, INC. (WRAP) warranty provisions are applicable on all sales or transfers of WRAP Law Enforcement Products and Accessories.

The term "User" means any purchaser, transferee, possessor, or user of WRAP law enforcement products and accessories. BY USING THE WRAP PRODUCT, YOU ARE AGREEING TO BE BOUND BY THESE WARRANTY AND RELEASE TERMS.

Manufacturer's Limited Warranty

WRAP warrants that its Law Enforcement Products are free from defects in workmanship and materials for a period of ONE (1) YEAR from the date of receipt.

BolaWrap 150 Cassettes that are expended are deemed to have operated properly. All WRAP manufactured accessories are covered by a limited one (1) year warranty from date of delivery. Non-WRAP manufactured accessories are covered by such manufacturer's warranty.

If any country or state imposes a longer express warranty term, then the country or state's term will be effective.

This is a LIMITED WARRANTY and is the sole and exclusive warranty of this product by WRAP. This LIMITED WARRANTY applies only where the product has been properly stored and maintained, has been used in accordance with agency and WRAP instructions, and has not been subject to misuse, intentional or deliberate damage or negligence. WRAP's sole responsibility under this warranty is (at its election) to repair or replace with the same or like product or to issue a pro-rated purchase price credit for such product.

WRAP MAKES NO OTHER WARRANTIES EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, ANY WARRANTY AGAINST HIDDEN OR LATENT DEFECTS AND ANY WARRANTY AGAINST PATENT INFRINGEMENT.

IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, ANTICIPATED OR LOST PROFITS, INCIDENTAL DAMAGES, LOSS OF TIME, OR OTHER INDIRECT LOSSES OR EXPENSES THAT ARISE FROM ANY CAUSE RELATING TO THE PRODUCT, REGARDLESS OF THE FORM OF THE ACTION, WHETHER IN TORT (INCLUDING NEGLIGENCE), CONTRACT, STRICT LIABILITY OR OTHERWISE, AND REGARDLESS OF WHETHER THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CONSEQUENTIAL DAMAGES. WRAP'S CUMULATIVE LIABILITY TO ANY PARTY FOR ANY LOSS OR DAMAGE

RESULTING FROM ANY CLAIMS, DEMANDS, OR ACTIONS ARISING OUT OF OR RELATING TO ANY WRAP PRODUCT WILL NOT EXCEED THE PURCHASE PRICE PAID TO WRAP FOR THE PRODUCT. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES.

These disclaimers are subject to any applicable law(s) that regulate product warranties.



STAFF REPORT

Report To: Board of Supervisors

Meeting Date: August 4, 2022

Staff Contact: Carol Akers, Purchasing and Contracts Administrator and Ali Banister, Juvenile Services Chief

Agenda Title: For Possible Action: Discussion and possible action regarding Amendment No. 2 to Contract No. 20300170 with H+K Architects ("H+K") to expand the scope of services for the Carson City Juvenile Detention Center Needs Assessment ("Project"), to increase the contract amount by \$37,750 for a new not to exceed amount of \$116,750 and to extend the time for H+K to perform the Project through December 31, 2022. (Carol Akers, CAkers@carson.org and Ali Banister, Abanister@carson.org)

Staff Summary: This amendment will allow H+K to supplement its existing facility needs assessment to identify possibilities for remodeling, and additions to, the existing building, with the intent of using the existing building for as many functions as possible. Additional funding for the Project was approved through the Capital Improvement Program ("CIP") for Fiscal Year ("FY") 2023.

Agenda Action: Formal Action / Motion

Time Requested: Consent

Proposed Motion

I move to approve the amendment as presented.

Board's Strategic Goal

Efficient Government

Previous Action

May 19, 2022 – The final budget for FY 2023, including the CIP, was approved by the Board of Supervisors.

July 29, 2021 – Amendment No. 1 to Contract No. 20300170 was executed, as permitted by City policy, for the sole purpose of extending the time for performance through July 30, 2022.

February 4, 2021 – Contract 20300170 was approved by the Board of Supervisors for a not to exceed amount of \$79,000, with a term expiring December 30, 2021.

Background/Issues & Analysis

H+K was awarded Contract No. 20300170 for the Project, which included performing a facility needs assessment and developing a comprehensive plan for renovating and/or expanding the existing facility or for building a new facility to satisfy the current and future operational needs for Carson City Juvenile Services.

When the initial proposal was presented, the Board of Supervisors directed Juvenile Services to explore more options regarding the renovation or expansion of the existing detention building. In addition, the Board of Supervisors requested the current needs assessment be scaled down to meet the needs of the department

while maintaining a balance between fiscal responsibility and community needs. In doing this, H+K's updated assessment will focus on the existing detention building and possible renovation, as well the possibility of scaling down the current needs assessment for a new detention building.

Applicable Statute, Code, Policy, Rule or Regulation

NRS Chapter 332

Financial Information

Is there a fiscal impact? Yes

If yes, account name/number: Capital Projects Fund, Juvenile Corrections Professional Services Account 2102027-500309

Is it currently budgeted? Yes

Explanation of Fiscal Impact: If approved, 2102027-500309 will be reduced by \$37,750; the approved 2023 CIP budget for the project is \$40,000.

Alternatives

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

Attachments:

[20300170 Amendment 2 v2.pdf](#)

[20300170 Executed Amendment 1.pdf](#)

[20300170 Executed Contract.pdf](#)

Board Action Taken:

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

(Vote Recorded By)

AMENDMENT FOR CONTRACT

Contract No.: 20300170
Title: Juvenile Services Facility Needs Assessment
Amendment No.: 2

If Consideration will be amended, please indicate amount: Increase of \$37,750.00.

Reason for amendment: The Parties agree to amend Contract No. 20300170, through this Amendment No. 2, to:

1. Increase the compensation to Consultant by \$37,750.00 for Consultant to provide the services described in Exhibit A to this Amendment, on a time and materials basis, for a new total not to exceed amount of \$116,750 for Contract No. 20300170; and
2. Extend the term of Contract No. 20300170 retroactively from July 31, 2022 through December 31, 2022.

It is also agreed, that all unaffected conditions, requirements, and restrictions of the Original Contract document remain in full force and effect for the duration of the Contract term.

This Amendment will not become effective until approved by the Carson City Board of Supervisors.

Approved by:

(1) District Attorney's Office, as to form:

Name/Title: Deputy District Attorney

Signature: _____ Date: _____

(2) Carson City Purchasing and Contracts:

Name/Title: Carol Akers, Purchasing and Contracts Administrator

Signature: _____ Date: _____

(3) Consultant, H+K Architects:

Name/Title: Max Hershenow, Principal

Signature: _____ Date: _____

AMENDMENT FOR CONTRACT

Contract No.: 20300170
Title: Juvenile Services Facility Needs Assessment
Amendment No.: 2

CONTRACT ACCEPTANCE AND EXECUTION:

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of August 4, 2022, approved the acceptance of the attached Amendment for Contract hereinbefore identified as Amendment No. 2 to **CONTRACT No. 20300170**. Further, the Board of Supervisors authorizes the Mayor of Carson City, Nevada to sign this document and record the signature for the execution of this Amendment for Contract in accordance with the action taken.

CARSON CITY, NEVADA

LORI BAGWELL, MAYOR

DATED this 4th day of August, 2022.

ATTEST:

AUBREY ROWLATT
Clerk-Recorder

DATED this 4th day of August, 2022.



Scope of Work Summary

Date: July 12, 2022

Project: Carson City Juvenile Services Facility Needs Assessment Update

The project will update the Carson City Juvenile Services Facility Needs Assessment (H+K Architects, February 2022). The update will evaluate the existing The Murphy-Bernardini Regional Juvenile Justice Center to identify possibilities for remodeling and additions to the existing building. The intention is to use the existing building for as many functions as possible. Potential building addition(s) will supplement the use of the existing spaces. Evaluations will be done for Detention, Juvenile Probation and Courts. The analysis will include consideration of use of off-site resources. Phasing will be included as required. Building systems to be studied include architectural, structural, mechanical, fire sprinklers, electrical, telecommunications and security. It is not anticipated the project will include extensive site development, but site scope may be identified based on the alterations and/or additions.

TASKS

- Kick off meeting led by H+K Architects. The engineering consultants will not be in attendance.
- On-site planning workshop and site visit for H+K and the engineering consultants to review the existing building based on proposed use. The evaluation will be focused on what will be required to have the systems continue to serve the building to the greatest extent possible for the proposed uses.
- Preliminary Draft Report to include the following:
 - Concepts to provide compliance for Prison Rape Elimination Act (PREA), Americans with Disabilities Act (ADA), building codes and operational issues within the existing building.
 - Preliminary code analysis.
 - Space program to define the quantity and types of space in remodel or new construction.
 - Conceptual floor plans and site plans that utilize existing building spaces and supplement with new spaces as required.
 - A cost statement will be developed for the conceptual plan.
 - The Draft report is anticipated to include the space program, drawings, brief narrative of the building systems and the cost statement. The focus will be on the space programming and drawings to communicate the proposed work.
- Workshop to review Preliminary Draft Report.
- Final Report that addresses comments received in the review of the Draft document.

COST STATEMENT

The cost estimating consultant will prepare the cost statement. H+K and each of the engineers will assist with defining their respective scopes.

SCHEDULE

A project schedule will be developed by H+K with input from Carson City.

Carson City Juvenile Services Facility Needs Assessment Update Scope of Work Summary
July 12, 2022
Page 2 of 2

COMPENSATION

Compensation will be time and materials.

End of Summary

Carson City Juvenile Services Needs Assessment Update

Fee Spreadsheet

H+K Architects

7/12/2022

	Kick Off Meeting	Planning Workshop and Site Visit	Preliminary Draft Report	Final Report	Total Fee	
H+K Architects	\$1,000	\$1,250	\$12,500	\$3,000	\$17,750	47.02%
Will Engineering		\$750	\$3,250	\$1,000	\$5,000	13.25%
Ainsworth Associates Mechanical Engineers		\$750	\$3,250	\$1,000	\$5,000	13.25%
PK Electrical		\$750	\$3,250	\$1,000	\$5,000	13.25%
O'Connor Construction Management			\$5,000		\$5,000	13.25%
Total	\$1,000	\$3,500	\$27,250	\$6,000	\$37,750	

Site development will be completed by H+K and PK Electrical. There is no civil engineering in the scope.

AMENDMENT FOR CONTRACT

Contract No.: 20300170
Title: Juvenile Services Facility Needs Assessment
Amendment No.: 1

If Consideration will be amended, please indicate amount: \$0.

Reason for amendment: To extend the contract from December 31, 2021 through July 30, 2022.

It is also agreed, that all unaffected conditions, requirements, and restrictions of the Original Contract document remain in full force and effect for the duration of the Contract term.

Amendment will become effective when signed by Purchasing and Contracts.

Approved by:

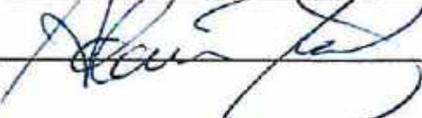
(1) City Department: Public Works

Name/Title: Darren Schulz, Director

Signature:  Date: 7/29/2021

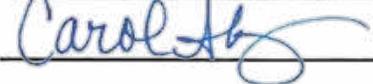
(2) District Attorney's Office:

Name/Title: Adam Tully, Deputy District Attorney

Signature:  Date: 7/29/21

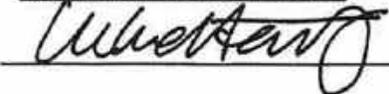
(3) Carson City Purchasing and Contracts:

Name/Title: Carol Akers, Purchasing and Contracts Administrator

Signature:  Date: 7/29/2021

(4) H+K Architects:

Name/Title: Max Hershonow, Principal

Signature:  Date: 7.29.21



STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** February 4, 2021

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

Agenda Title: For Possible Action: Discussion and possible action regarding Contract No. 20300170, Carson City Juvenile Detention Center Needs Assessment, with H+K Architects, for a not to exceed amount of \$79,000 through December 30, 2021. (Carol Akers; CAkers@carson.org and Dan Stucky, DStucky@carson.org)

Staff Summary: A formal Request for Qualifications (RFQ 20300170) was released on September 3, 2020 requesting qualified firms to submit statements of qualifications to provide planning, architectural and engineering services for the Carson City Juvenile Detention Center Needs Assessment. The project includes performing a facility needs assessment and developing a comprehensive plan for renovating/expanding the existing facility or rebuilding a new facility to satisfy industry standards and meet the current and future operational needs of Carson City Juvenile Services.

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

Proposed Motion

I move to approve the contract as presented.

Board's Strategic Goal

Sustainable Infrastructure

Previous Action

None

Background/Issues & Analysis

A formal Request for Qualifications was released on September 3, 2020, and proposals were accepted through 2pm on September 24, 2020. Eleven proposals were received, and the Review and Selection Committee selected H+K Architects to recommend to the Board for award.

H+K Architects was selected above the other firms because they showed the most experience specific to juvenile facility design as well as great overall expertise in architectural design and assessments.

Applicable Statute, Code, Policy, Rule or Regulation

NRS Chapter 332

Financial Information

Is there a fiscal impact? Yes

If yes, account name/number: Capital Projects Fund, Juvenile Corrections Professional Services Account 2102027-500309
General Fund, Juvenile Probation High Risk Account 1012705-500367
Grants Fund, Project/Grant# G270521003, Juvenile Probation Grants Operating Supplies Account 2752705-501225

Is it currently budgeted? Yes

Explanation of Fiscal Impact: Public Safety CIP Juvenile Corrections Professional Services Account 2102027-500309 will be reduced by \$50,000; the available budget is \$50,000.
Public Safety Juvenile Probation High Risk Account 1012705-500367 will be reduced by \$14,500; the available budget is \$60,303.25.
Project G270521003, Public Safety Juvenile Probation Grants Operating Supplies Account 2752705-501225, will be reduced by \$14,500; the available budget in this account fluctuates, but is currently \$273,915.

Alternatives

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

Attachments:

20300170 Draft Contract.pdf

Board Action Taken:

Motion: Approve

- 1) SG
- 2) LS

Aye/Nay

5/10/0

AR

(Vote Recorded By)

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 20300170

Title: Juvenile Services Facility Needs Assessment

THIS CONTRACT made and entered into this 4th day of February 2021, by and between Carson City, a consolidated municipality, a political subdivision of the State of Nevada, hereinafter referred to as "CITY", and H+K Architects, hereinafter referred to as "CONSULTANT".

WITNESSETH:

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

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

WHEREAS, this Contract (does involve) (does not involve X) a "public work" construction project, which pursuant to NRS 338.010(17) means any project for the new construction, repair or reconstruction of an applicable project financed in whole or in part from public money; and

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

WHEREAS, it is deemed necessary that the services of **CONSULTANT** for **CONTRACT No. 20300170** (hereinafter referred to as "Contract") are both necessary and in the best interest of CITY; and

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

1. REQUIRED APPROVAL:

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

2. SCOPE OF WORK (Incorporated Contract Documents):

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

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

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

For P&C Use Only	
CCBL expires	12/31/21
GL expires	4/8/21
AL expires	4/1/21
PL expires	9/7/21
WC expires	4/1/21

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 20300170

Title: Juvenile Services Facility Needs Assessment

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

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

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

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

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

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

2.7.2 *Cost Accounting and Audits:*

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

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

2.7.3.1 DAVIS-BACON & RELATED ACTS 29 CFR PARTS 1,3,5,6,&7 AND NRS 338.070(5): **CONSULTANT** shall comply with Davis-Bacon Act and NRS 338.070(5). **CONSULTANT** and each covered contractor or subcontractor must provide a weekly statement of wages paid to each of its employees engaged in covered SERVICES. The statement shall be executed by **CONSULTANT** or subcontractor or by an authorized officer or employee of **CONSULTANT** or subcontractor who supervised the payment of

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 20300170

Title: Juvenile Services Facility Needs Assessment

wages and shall be on the "Statement of Compliance" form. **CONSULTANT** shall submit a Statement of Compliance that is prescribed by the Nevada Labor Commissioner or contains identical wording. Per NRS 338.070(6) the records maintained pursuant to subsection 5 of this statute must be open at all reasonable hours to the inspection of the public body (the **CITY'S** representative) awarding the contract. The **CONSULTANT** engaged on the public work or subcontractor engaged on the public work shall ensure that a copy of each record for each calendar month is received by the public body awarding the contract (the **City**) **no later than 15 days after the end of the month.**

2.7.3.2 FEDERAL FUNDING: In the event federal funds are used for payment of all or part of this Contract, **CONSULTANT** shall submit a Statement of Compliance form WH347 or a form with identical wording and a Statement of Compliance prescribed by the Nevada Labor Commissioner **within 7 days after the regular pay date for the pay period.** The original Statements shall be delivered to Carson City Public Works, 3505 Butti Way, Carson City, Nevada 89703, attention Davis-Bacon/Federal Funding Compliance.

2.7.3.3 CERTIFIED PAYROLLS FOR DAVIS-BACON AND PREVAILING WAGE PROJECTS: The higher of the Federal or local prevailing wage rates for **CITY**, as established by the Nevada Labor Commission and the Davis-Bacon Act, shall be paid for all classifications of labor on this project SERVICES. Should a classification be missing from the Davis-Bacon rates the **CONSULTANT** shall complete a request of authorization for additional classification or rate form SF1444 in its entirety and submit it to the **CITY** for approval and submission to the U.S. Department of Labor. Also, in accordance with NRS 338, the hourly and daily wage rates for the State and Davis-Bacon must be posted at the work site by **CONSULTANT**. **CONSULTANT** shall ensure that a copy of **CONSULTANT'S** and subcontractor's certified payrolls for each calendar week are received by **CITY**.

2.7.3.3.1 Per NRS 338.070(5) a **CONSULTANT** engaged on a public work and each subcontractor engaged on the public work shall keep or cause to be kept:

(a) An accurate record showing, for each worker employed by the consultant or subcontractor in connection with the public work:

- (1) The name of the worker;
- (2) The occupation of the worker;
- (3) The gender of the worker, if the worker voluntarily agreed to specify that information pursuant to subsection 4, or an entry indicating that the worker declined to specify such information;
- (4) The ethnicity of the worker, if the worker voluntarily agreed to specify that information pursuant to subsection 4, or an entry indicating that the worker declined to specify such information;
- (5) If the worker has a driver's license or identification card, an indication of the state or other jurisdiction that issued the license or card; and
- (6) The actual per diem, wages and benefits paid to the worker; and

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

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(b) An additional accurate record showing, for each worker employed by the consultant or subcontractor in connection with the public work who has a driver's license or identification card:

- (1) The name of the worker;
- (2) The driver's license number or identification card number of the worker; and
- (3) The state or other jurisdiction that issued the license or card.

2.7.3.3.2 The original payroll records shall be certified and shall be submitted weekly to Carson City Public Works, 3505 Butti Way, Carson City, Nevada 89703, attention Davis-Bacon/Federal Funding Compliance. Submission of such certified payrolls shall be a condition precedent for processing the monthly progress payment. **CONSULTANT**, as General Contractor, shall collect the wage reports from the subcontractors and ensure the receipt of a certified copy of each weekly payroll for submission to **CITY** as one complete package.

2.7.3.3.3 Pursuant to NRS 338.060 and 338.070, **CONSULTANT** hereby agrees to forfeit, as a penalty to **CITY**, not less than Twenty Dollars (\$20) nor more than Fifty Dollars (\$50) for each calendar day or portion thereof that each worker employed on the Contract is paid less than the designated rate for any WORK done under the Contract, by **CONSULTANT** or any subcontractor under him/her, or is not reported to **CITY** as required by NRS 338.070.

2.7.3.4 FAIR EMPLOYMENT PRACTICES: Pursuant to NRS 338.125, Fair Employment Practices, the following provisions must be included in any contract between **CONSULTANT** and a public body such as **CITY**:

2.7.3.4.1 *In connection with the performance of work or SERVICES under this Contract, CONSULTANT agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, gender identity, or age, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including without limitation, apprenticeship.*

2.7.3.4.2 **CONSULTANT** further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

2.7.3.5 PREFERENTIAL EMPLOYMENT: Unless, and except if, this Contract is funded in whole or in part by federal grant funding (see 40 C.F.R. § 31.36(c) *Competition*), pursuant to NRS 338.130, in all cases where persons are employed in the construction of public works, preference must be given, the qualifications of the applicants being equal: (1) First: To persons who have been honorably discharged from the Army, Navy, Air Force, Marine Corps or Coast Guard of the United States, a reserve component thereof or the National Guard; and are citizens of the State of Nevada. (2) Second: To other citizens of the State of Nevada.

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 20300170

Title: Juvenile Services Facility Needs Assessment

2.7.3.5.1 In connection with the performance of SERVICES under this Contract, **CONSULTANT** agrees to comply with the provisions of NRS 338.130 requiring certain preferences to be given to which persons are employed in the construction of a public work. If **CONSULTANT** fails to comply with the provisions of NRS 338.130, pursuant to the terms of NRS 338.130(3), this Contract is void, and any failure or refusal to comply with any of the provisions of this section renders this Contract void.

2.7.4 If the CITY was required by NRS 332.039(1) to advertise or request a proposal for this Agreement, by signing this Agreement, the **CONSULTANT** provides a written certification that the **CONSULTANT** is not currently engaged in, and during the Term shall not engage in, a Boycott of Israel. The term "Boycott of Israel" has the meaning ascribed to that term in Section 3 of Nevada Senate Bill 26 (2017). The **CONSULTANT** shall be responsible for fines, penalties, and payment of any State of Nevada or federal funds that may arise (including those that the CITY pays, becomes liable to pay, or becomes liable to repay) as a direct result of the **CONSULTANT's** non-compliance with this Section.

2.8 CITY Responsibilities:

2.8.1 **CITY** shall make available to **CONSULTANT** all technical data that is in **CITY'S** possession, reasonably required by **CONSULTANT** relating to the SERVICES.

2.8.2 **CITY** shall provide access to and make all provisions for **CONSULTANT** to enter upon public and private lands, to the fullest extent permitted by law, as reasonably required for **CONSULTANT** to perform the SERVICES.

2.8.3 **CITY** shall examine all reports, correspondence, and other documents presented by **CONSULTANT** upon request of **CITY**, and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the work of **CONSULTANT**.

2.8.4 It is expressly understood and agreed that all work done by **CONSULTANT** shall be subject to inspection and acceptance by **CITY** and approval of SERVICES shall not forfeit the right of **CITY** to require correction, and nothing contained herein shall relieve **CONSULTANT** of the responsibility of the SERVICES required under the terms of this Contract until all SERVICES have been completed and accepted by **CITY**.

3. CONTRACT TERM:

3.1 The term of this Contract begins on February 4, 2021, subject to Carson City Board of Supervisors' approval (anticipated to be February 4, 2021) and ends on December 31, 2021, unless sooner terminated by either party as specified in **Section 7** (CONTRACT TERMINATION).

4. NOTICE:

4.1 Except any applicable bid and award process where notices may be limited to postings by **CITY** on its Bid Opportunities website (www.carson.org), all notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by e-mail, by regular mail, by telephonic facsimile with simultaneous regular mail, or by certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified below.

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 20300170

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4.2 Notice to **CONSULTANT** shall be addressed to:

Max Hershenow, Principal
H+K Architects
5485 Reno Corporate Dr., Ste 100
Reno, NV 89511
775-332-6640
max@hkarchitects.com

4.3 Notice to **CITY** shall be addressed to:

Carson City Purchasing and Contracts Department
Carol Akers, Purchasing and Contracts Administrator
201 North Carson Street, Suite 2
Carson City, NV 89701
775-283-7362 / FAX 775-887-2286
CAkers@carson.org

5. COMPENSATION:

5.1 The parties agree that **CONSULTANT** will provide the SERVICES specified in **Section 2** (SCOPE OF WORK) and **CITY** agrees to pay **CONSULTANT** the Contract's compensation based upon Time and Materials and the Scope of Work Fee Schedule for a not to exceed maximum amount of Seventy Nine Thousand Dollars and 00/100 (\$79,000.00), and hereinafter referred to as "Contract Sum".

5.2 Contract Sum represents full and adequate compensation for the completed SERVICES, and includes the furnishing of all materials; all labor, equipment, tools, and appliances; and all expenses, direct or indirect, connected with the proper execution of the SERVICES.

5.3 **CONSULTANT** shall provide **CITY** with a scope of work for each task to be completed and if approved by the Public Works Director, **CONSULTANT** will be provided a "Task Order" authorizing the work.

5.4 **CITY** has provided a sample invoice and **CONSULTANT** shall submit its request for payment using said sample invoice.

5.5 Payment by **CITY** for the SERVICES rendered by **CONSULTANT** shall be due within thirty (30) calendar days from the date **CITY** acknowledges that the performance meets the requirements of this Contract or from the date the correct, complete, and descriptive invoice is received by **CITY** employee designated on the sample invoice, whichever is the later date.

5.6 **CITY** does not agree to reimburse **CONSULTANT** for expenses unless otherwise specified.

6. TIMELINESS OF BILLING SUBMISSION:

6.1 The parties agree that timeliness of billing is of the essence to this Contract and recognize that **CITY** is on a fiscal year which is defined as the period beginning July 1 and ending June 30 of the following year. All billings for dates of service prior to July 1 must be submitted to **CITY** no later than the first Friday in August of the same year. A billing submitted after the first Friday in August will subject **CONSULTANT** to an administrative fee not to exceed \$100.00. The parties hereby agree this is a

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 20300170

Title: Juvenile Services Facility Needs Assessment

reasonable estimate of the additional costs to **CITY** of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to **CONSULTANT**.

7. CONTRACT TERMINATION:

7.1 Termination Without Cause:

7.1.1 Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated upon written notice by mutual consent of both parties or unilaterally by either party without cause.

7.1.2 **CITY** reserves the right to terminate this Contract for convenience whenever it considers termination, in its sole and unfettered discretion, to be in the public interest. In the event that the Contract is terminated in this manner, payment will be made for SERVICES actually completed. If termination occurs under this provision, in no event shall **CONSULTANT** be entitled to anticipated profits on items of SERVICES not performed as of the effective date of the termination or compensation for any other item, including but not limited to, unabsorbed overhead. **CONSULTANT** shall require that all subcontracts which it enters related to this Contract likewise contain a termination for convenience clause which precludes the ability of any subconsultant to make claims against **CONSULTANT** for damages due to breach of contract, of lost profit on items of SERVICES not performed or of unabsorbed overhead, in the event of a convenience termination.

7.2 Termination for Nonappropriation:

7.2.1 All payments and SERVICES provided under this Contract are contingent upon the availability of the necessary public funding, which may include various internal and external sources. In the event that Carson City does not acquire and appropriate the funding necessary to perform in accordance with the terms of the Contract, the Contract shall automatically terminate upon **CITY'S** notice to **CONSULTANT** of such nonappropriation, and no claim or cause of action may be based upon any such nonappropriation.

7.3 Cause Termination for Default or Breach:

7.3.1 A default or breach may be declared with or without termination.

7.3.2 This Contract may be terminated by either party upon written notice of default or breach to the other party as follows:

7.3.2.1 If **CONSULTANT** fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or any SERVICES called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or

7.3.2.2 If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by **CONSULTANT** to provide the goods or SERVICES or any services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

7.3.2.3 If **CONSULTANT** becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

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7.3.2.4 If **CITY** materially breaches any material duty under this Contract and any such breach impairs **CONSULTANT'S** ability to perform; or

7.3.2.5 If it is found by **CITY** that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by **CONSULTANT**, or any agent or representative of **CONSULTANT**, to any officer or employee of **CITY** with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or

7.3.2.6 If it is found by **CITY** that **CONSULTANT** has failed to disclose any material conflict of interest relative to the performance of this Contract.

7.4 Time to Correct (Declared Default or Breach):

7.4.1 Termination upon a declared default or breach may be exercised only after providing 7 (seven) calendar days written notice of default or breach, and the subsequent failure of the defaulting or breaching party, within five (5) calendar days of providing that default or breach notice, to provide evidence satisfactory to the aggrieved party demonstrating that the declared default or breach has been corrected. Time to correct shall run concurrently with any notice of default or breach and such time to correct is not subject to any stay with respect to the nonexistence of any Notice of Termination. Untimely correction shall not void the right to termination otherwise properly noticed unless waiver of the noticed default or breach is expressly provided in writing by the aggrieved party. There shall be no time to correct with respect to any notice of termination without cause or termination for nonappropriation.

7.5 Winding Up Affairs Upon Termination:

7.5.1 In the event of termination of this Contract for any reason, the parties agree that the provisions of this **Subsection 7.5** (Winding Up Affairs Upon Termination) survive termination:

7.5.1.1 The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination; and

7.5.1.2 **CONSULTANT** shall satisfactorily complete SERVICES in progress at the agreed rate (or a pro rata basis if necessary) if so requested by **CITY**; and

7.5.1.3 **CONSULTANT** shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by **CITY**; and

7.5.1.4 **CONSULTANT** shall preserve, protect, and promptly deliver into **CITY** possession all proprietary information in accordance **Section 19** (CITY OWNERSHIP OF PROPRIETARY INFORMATION).

7.6 Notice of Termination:

7.6.1 Unless otherwise specified in this Contract, termination shall not be effective until seven (7) calendar days after a party has provided written notice of default or breach, or notice of without cause termination. Notice of Termination may be given at the time of notice of default or breach, or notice of without cause termination. Notice of Termination may be provided separately at any time after the running of the 7-day notice period, and such termination shall be effective on

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

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the date the Notice of Termination is provided to the party unless a specific effective date is otherwise set forth therein. Any delay in providing a Notice of Termination after the 7-day notice period has run without a timely correction by the defaulting or breaching party shall not constitute any waiver of the right to terminate under the existing notice(s).

8. REMEDIES:

Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorney's fees and costs. The parties agree that, in the event a lawsuit is filed and a party is awarded attorney's fees by the court, for any reason, the amount of recoverable attorney's fees shall not exceed the rate of \$125 per hour. **CITY** may set off consideration against any unpaid obligation of **CONSULTANT** to **CITY**.

9. LIMITED LIABILITY:

CITY will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise expressly provided for elsewhere in this Contract. Damages for any **CITY** breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to **CONSULTANT**, for the fiscal year budget in existence at the time of the breach. **CONSULTANT'S** tort liability shall not be limited.

10. FORCE MAJEURE:

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

11. INDEMNIFICATION:

11.1 To the extent permitted by law, including, but not limited to, the provisions of NRS Chapter 41, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other party from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorney's fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of the indemnity which would otherwise exist as to any party or person described in this Section.

11.2 As required by NRS 338.155, if this Contract involves a "public work" construction project as defined above, **CONSULTANT** shall defend, indemnify and hold harmless the **CITY**, and the employees, officers and agents of the public body from any liabilities, damages, losses, claims, actions or proceedings, including without limitation, reasonable attorney's fees, to the extent that such liabilities, damages, losses, claims, actions or proceedings are caused by the negligence, errors, omissions, recklessness or intentional misconduct of the **CONSULTANT** or the employees or agents of the **CONSULTANT** in the performance of the Contract. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of the indemnity which would otherwise exist as to any party or person described in this section. However, with respect to any anticipated benefits to **CITY** resulting from the Scope of Work, **CONSULTANT** shall not be responsible or liable to **CITY** for any warranties, guarantees, fitness for a particular purpose or loss of anticipated profits resulting from any termination of this Contract. Additionally, **CONSULTANT** shall not be responsible for acts and decisions of third parties, including governmental agencies, other than **CONSULTANT'S** subcontractors, that impact project completion and/or success.

11.3 Except as otherwise provided in Subsection 11.5 below, the indemnifying party shall not be

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

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obligated to provide a legal defense to the indemnified party, nor reimburse the indemnified party for the same, for any period occurring before the indemnified party provides written notice of the pending claim(s) or cause(s) of action to the indemnifying party, along with:

11.3.1 a written request for a legal defense for such pending claim(s) or cause(s) of action; and

11.3.2 a detailed explanation of the basis upon which the indemnified party believes that the claim or cause of action asserted against the indemnified party implicates the culpable conduct of the indemnifying party, its officers, employees, and/or agents.

11.4 After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall not be obligated to fund or reimburse any fees or costs provided by any additional counsel for the indemnified party, including counsel through which the indemnified party might voluntarily choose to participate in its defense of the same matter.

11.5 After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall be obligated to reimburse the reasonable attorney's fees and costs incurred by the indemnified party during the initial thirty (30) day period of the claim or cause of action, if any, incurred by separate counsel.

12. **INDEPENDENT CONTRACTOR:**

12.1 **CONSULTANT**, as an independent contractor, is a natural person, firm or corporation who agrees to perform SERVICES for a fixed price according to his or its own methods and without subjection to the supervision or control of the **CITY**, except as to the results of the SERVICES, and not as to the means by which the SERVICES are accomplished.

12.2 It is mutually agreed that **CONSULTANT** is associated with **CITY** only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted SERVICES pursuant to this Contract. **CONSULTANT** is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract.

12.3 Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for **CITY** whatsoever with respect to the indebtedness, liabilities, and obligations of **CONSULTANT** or any other party.

12.4 **CONSULTANT**, in addition to **Section 11** (INDEMNIFICATION), shall indemnify and hold **CITY** harmless from, and defend **CITY** against, any and all losses, damages, claims, costs, penalties, liabilities, expenses arising out of or incurred in any way because of, but not limited to, **CONSULTANT'S** obligations or legal duties regarding any taxes, fees, assessments, benefits, entitlements, notice of benefits, employee's eligibility to work, to any third party, subcontractor, employee, state, local or federal governmental entity.

12.5 Neither **CONSULTANT** nor its employees, agents, or representatives shall be considered employees, agents, or representatives of **CITY**.

13. **INSURANCE REQUIREMENTS (GENERAL):**

13.1 **NOTICE: The following general insurance requirements shall apply unless these general requirements are altered by any specific requirements set forth in CITY'S solicitation for bid document, the adopted bid or other document incorporated into this Contract by the parties.**

13.2 **CONSULTANT**, as an independent contractor and not an employee of **CITY**, must carry policies of insurance in amounts specified and pay all taxes and fees incident hereunto. **CITY** shall have no liability except as specifically provided in this Contract.

13.3 **CONSULTANT** shall not commence work before: (1) **CONSULTANT** has provided the required evidence of insurance to **CITY** Purchasing and Contracts, and (2) **CITY** has approved the insurance

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policies provided by **CONSULTANT**.

13.4 Prior approval of the insurance policies by **CITY** shall be a condition precedent to any payment of consideration under this Contract and **CITY'S** approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this Contract. Any failure of **CITY** to timely approve shall not constitute a waiver of the condition.

13.5 *Insurance Coverage (13.6 through 13.23):*

13.6 **CONSULTANT** shall, at **CONSULTANT'S** sole expense, procure, maintain and keep in force for the duration of this Contract the following insurance conforming to the minimum requirements specified below. Unless specifically specified herein or otherwise agreed to by **CITY**, the required insurance shall be in effect prior to the commencement of work by **CONSULTANT** and shall continue in force as appropriate until the later of:

13.6.1 Final acceptance by **CITY** of the completion of this Contract; or

13.6.2 Such time as the insurance is no longer required by **CITY** under the terms of this Contract.

13.6.3 Any insurance or self-insurance available to **CITY** under its coverage(s) shall be in excess of and non-contributing with any insurance required from **CONSULTANT**. **CONSULTANT'S** insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by **CITY**, **CONSULTANT** shall provide **CITY** with renewal or replacement evidence of insurance no less than thirty (30) calendar days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by this Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as **CONSULTANT** has knowledge of any such failure, **CONSULTANT** shall immediately notify **CITY** and immediately replace such insurance or bond with an insurer meeting the requirements.

13.7 *General Insurance Requirements (13.8 through 13.23):*

13.8 **Certificate Holder:** Each certificate shall list Carson City c/o Carson City Purchasing and Contracts, 201 N. Carson Street, Suite 2, Carson City, NV 89701 as a certificate holder.

13.9 **Additional Insured:** By endorsement to the general liability insurance policy evidenced by **CONSULTANT**, The City and County of Carson City, Nevada, its officers, employees and immune contractors shall be named as additional insureds for all liability arising from this Contract.

13.10 **Waiver of Subrogation:** Each liability insurance policy, except for professional liability, shall provide for a waiver of subrogation in favor of City.

13.11 **Cross-Liability:** All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.

13.12 **Deductibles and Self-Insured Retentions:** Insurance maintained by **CONSULTANT** shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by **CITY**. Such approval shall not relieve **CONSULTANT** from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$5,000.00 per occurrence, unless otherwise approved by **CITY**.

13.13 **Policy Cancellation:** Except for ten (10) calendar days' notice for non-payment of premium, premium, **CONSULTANT** or its insurers must provide thirty (30) calendar days prior written notice to Carson City Purchasing and Contracts if any policy will be canceled, non-renewed or if required coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by mail to Carson City Purchasing and Contracts, 201 N. Carson Street, Suite 2, Carson City, NV 89701. When available, each insurance policy shall be endorsed to provide thirty (30) days' notice of cancellation, except for ten (10) days' notice for non-payment of premium, to City.

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13.14 **Approved Insurer:** Each insurance policy shall be issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers under federal and Nevada law and having agents in Nevada upon whom service of process may be made, and currently rated by A.M. Best as "A-VII" or better.

13.15 **Evidence of Insurance:** Prior to commencement of work, **CONSULTANT** must provide the following documents to Carson City Purchasing and Contracts, 201 North Carson Street, Suite 2, Carson City, NV 89701:

13.16 **Certificate of Insurance:** **CONSULTANT** shall furnish City with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth herein. The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to Carson City Purchasing and Contracts to evidence the insurance policies and coverages required of **CONSULTANT**.

13.17 **Additional Insured Endorsement:** An Additional Insured Endorsement (CG20 10 or C20 26), signed by an authorized insurance company representative, must be submitted to Carson City Purchasing and Contracts to evidence the endorsement of **CITY** as an additional insured per **Subsection 13.9** (Additional Insured).

13.18 **Schedule of Underlying Insurance Policies:** If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlying Schedule from the Umbrella or Excess insurance policy may be required.

13.19 **Review and Approval:** Documents specified above must be submitted for review and approval by **CITY** Purchasing and Contracts prior to the commencement of work by **CONSULTANT**. Neither approval by **CITY** nor failure to disapprove the insurance furnished by **CONSULTANT** shall relieve **CONSULTANT** of **CONSULTANT'S** full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of **CONSULTANT** or its subcontractors, employees or agents to **CITY** or others, and shall be in addition to and not in lieu of any other remedy available to **CITY** under this Contract or otherwise. **CITY** reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

13.20 **COMMERCIAL GENERAL LIABILITY INSURANCE:**

CONSULTANT shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence.

13.20.1 *Minimum Limits required:*

13.20.2 Two Million Dollars (\$2,000,000.00) - General Aggregate.

13.20.3 Two Million Dollars (\$2,000,000.00) - Products & Completed Operations Aggregate.

13.20.4 One Million Dollars (\$1,000,000.00) - Each Occurrence.

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

13.20.6 City and County of Carson City, Nevada, its officers, employees and immune contractors shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or CG 20 26, or a substitute providing equivalent coverage, and under the commercial umbrella, if any.

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- 13.20.7 This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to City. There shall be no endorsement or modification of the CGL to make it excess over other available insurance; alternatively, if the CGL states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insured.
- 13.20.8 There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability assumed under a contract.
- 13.20.9 Consultant waives all rights against City and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant to this Contract. Insurer shall endorse CGL policy as required to waive subrogation against City with respect to any loss paid under the policy.
- 13.21 **BUSINESS AUTOMOBILE LIABILITY INSURANCE:**
- 13.21.1 *Minimum Limit required:*
- 13.21.2 Consultant shall maintain automobile liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident for bodily injury and property damage.
- 13.21.3 Such insurance shall cover liability arising out of owned, hired, and non-owned autos (as applicable). Coverage as required above shall be written on ISO form CA 00 01, CA 00 05, CA 00 25, or a substitute form providing equivalent liability coverage.
- 13.21.4 Consultant waives all rights against City and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the automobile liability or other liability insurance obtained by **CONSULTANT** pursuant this Contract.
- 13.22 **PROFESSIONAL LIABILITY INSURANCE**
- 13.22.1 *Minimum Limit required:*
- 13.22.2 **CONSULTANT** shall maintain professional liability insurance applying to all activities performed under this Contract with limits not less than One Million Dollars (\$1,000,000.00) and Two Million Dollars (\$2,000,000) in the aggregate.
- 13.22.3 Retroactive date: Prior to commencement of the performance of this Contract.
- 13.22.4 **CONSULTANT** will maintain professional liability insurance during the term of this Contract and for a period of three (3) years after termination of this Contract unless waived by the City. In the event of non-renewal or other lapse in coverage during the term of this Contract or the three (3) year period described above, **CONSULTANT** shall purchase Extended Reporting Period coverage for claims arising out of **CONSULTANT's** negligence acts, errors and omissions committed during the term of the Professional Liability Policy. The Extended Reporting Period shall continue through a minimum of three (3) years after termination date of this Contract.
- 13.22.5 A certified copy of this policy may be required.
- 13.23 **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:**
- 13.23.1 **CONSULTANT** shall provide workers' compensation insurance as required by NRS Chapters 616A through 616D inclusive and Employer's Liability insurance

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with a minimum limit not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

13.23.2 **CONSULTANT** may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that **CONSULTANT** is a sole proprietor; that **CONSULTANT** will not use the services of any employees in the performance of this Contract; that **CONSULTANT** has elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and that **CONSULTANT** is otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

13.23.3 **CONSULTANT** waives all rights against City and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by the workers' compensation and employer's liability or commercial umbrella liability insurance obtained by Consultant pursuant to this Contract. Consultant shall obtain an endorsement equivalent to WC 00 03 13 to affect this waiver.

14. BUSINESS LICENSE:

14.1 **CONSULTANT** shall not commence work before **CONSULTANT** has provided a copy of his Carson City business license to Carson City Purchasing and Contracts.

14.2 The Carson City business license shall continue in force until the later of: (1) final acceptance by **CITY** of the completion of this Contract; or (2) such time as the Carson City business license is no longer required by **CITY** under the terms of this Contract.

15. COMPLIANCE WITH LEGAL OBLIGATIONS:

CONSULTANT shall procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by **CONSULTANT** to provide the goods or SERVICES or any services of this Contract. **CONSULTANT** will be responsible to pay all government obligations, including, but not limited to, all taxes, assessments, fees, fines, judgments, premiums, permits, and licenses required or imposed by law or a court. Real property and personal property taxes are the responsibility of **CONSULTANT** in accordance with NRS Chapter 361 generally and NRS 361.157 and 361.159, specifically regarding for profit activity. **CONSULTANT** agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. **CITY** may set-off against consideration due any delinquent government obligation.

16. WAIVER OF BREACH:

Failure to declare a breach or the actual waiver of any particular breach of this Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

17. SEVERABILITY:

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

18. ASSIGNMENT / DELEGATION:

To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by **CITY**, such offending portion of the assignment shall be void, and shall be a breach of this Contract. **CONSULTANT** shall neither assign, transfer nor delegate any rights, obligations or duties under this Contract without the prior written approval of **CITY**. The parties do not intend to benefit any third party beneficiary regarding their respective performance under this

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

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Contract.

19. CITY OWNERSHIP OF PROPRIETARY INFORMATION:

Any files, reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer programs, computer codes, and computer records (which are intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by **CONSULTANT** (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of **CITY** and all such materials shall be delivered into **CITY** possession by **CONSULTANT** upon completion, termination, or cancellation of this Contract. **CONSULTANT** shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of **CONSULTANT'S** obligations under this Contract without the prior written consent of **CITY**. Notwithstanding the foregoing, **CITY** shall have no proprietary interest in any materials licensed for use by **CITY** that are subject to patent, trademark or copyright protection.

20. PUBLIC RECORDS:

Pursuant to NRS 239.010, information or documents received from **CONSULTANT** may be open to public inspection and copying. **CITY** will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. **CONSULTANT** may clearly label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 332.061, provided that **CONSULTANT** thereby agrees to indemnify and defend **CITY** for honoring such a designation. The failure to so label any document that is released by **CITY** shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

21. CONFIDENTIALITY:

CONSULTANT shall keep confidential all information, in whatever form, produced, prepared, observed or received by **CONSULTANT** to the extent that such information is confidential by law or otherwise required by this Contract.

22. FEDERAL FUNDING:

22.1 *In the event federal grant funds are used for payment of all or part of this Contract:*

22.1.1 **CONSULTANT** certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

22.1.2 **CONSULTANT** and its subcontractors must be registered in the US Government System for Award Management (SAM) for verification on projects with federal funding.

22.1.3 **CONSULTANT** and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

22.1.4 **CONSULTANT** and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and Executive Order 11478 (July 21, 2014) and shall not discriminate against any employee or offeror for employment because of race, national origin,

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creed, color, sex, sexual orientation, gender identity, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).

22.1.5 If and when applicable to the particular federal funding and the Scope of Work under this Contract, **CONSULTANT** and its subcontractors shall comply with: American Iron and Steel (AIS) provisions of P.L. 113- 76, Consolidated Appropriations Act, 2014, Section 1605 – Buy American (100% Domestic Content of iron, steel and manufactured goods); Federal Highway Administration (FHWA) 23 U.S.C. § 313 – Buy America, 23 C.F.R. §635.410 (100% Domestic Content of steel, iron and manufactured products); Federal Transit Administration (FTA) 49 U.S.C. § 5323(j), 49 C.F.R. Part 661 – Buy America Requirements (See 60% Domestic Content for buses and other Rolling Stock).

23. LOBBYING:

23.1 The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:

23.1.1 Any federal, state, county or local agency, legislature, commission, council or board;

23.1.2 Any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or

23.1.3 Any officer or employee of any federal, state, county or local agency; legislature, commission, council or board.

24. GENERAL WARRANTY:

CONSULTANT warrants that it will perform all SERVICES required hereunder in accordance with the prevailing standard of care by exercising the skill and care normally required of individuals performing the same or similar SERVICES, under the same or similar circumstances, in the State of Nevada.

25. PROPER AUTHORITY:

The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. **CONSULTANT** acknowledges that this Contract is effective only after approval by the Carson City Board of Supervisors and only for the period of time specified in this Contract. Any SERVICES performed by **CONSULTANT** before this Contract is effective or after it ceases to be effective is performed at the sole risk of **CONSULTANT**.

26. ALTERNATIVE DISPUTE RESOLUTION (Public Work):

If the SERVICES under this Contract involve a “public work” as defined under NRS 338.010(17), then pursuant to NRS 338.150, a public body charged with the drafting of specifications for a public work shall include in the specifications a clause requiring the use of a method of alternative dispute resolution (“ADR”) before initiation of a judicial action if a dispute arising between the public body and the **CONSULTANT** engaged on the public work cannot otherwise be settled. Therefore, unless ADR is otherwise provided for by the parties in any other incorporated attachment to this Contract, in the event that a dispute arising between **CITY** and **CONSULTANT** regarding that public work cannot otherwise be settled, **CITY** and **CONSULTANT** agree that, before judicial action may be initiated, **CITY** and **CONSULTANT** will submit the dispute to non-binding mediation. **CITY** shall present **CONSULTANT** with a list of three potential mediators. **CONSULTANT** shall select one person to serve as the mediator from the list of potential mediators presented by **CITY**. The person selected as mediator shall determine the rules governing the mediation.

27. GOVERNING LAW / JURISDICTION:

This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according

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to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. **CONSULTANT** consents and agrees to the jurisdiction of the courts of the State of Nevada located in Carson City, Nevada for enforcement of this Contract.

28. ENTIRE CONTRACT AND MODIFICATION:

This Contract and its integrated attachment(s) constitute the entire Contract of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other Contracts that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Carson City Board of Supervisors. Conflicts in language between this Contract and any other agreement between CITY and CONSULTANT on this same matter shall be construed consistent with the terms of this Contract. The parties agree that each has had their respective counsel review this Contract which shall be construed as if it was jointly drafted.

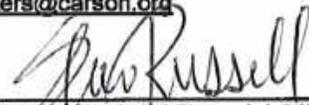
PROFESSIONAL SERVICES CONSULTANT AGREEMENT
Contract No. 20300170
Title: Juvenile Services Facility Needs Assessment

29. ACKNOWLEDGMENT AND EXECUTION:

This Contract may be executed in counterparts. The parties hereto have caused this Contract to be signed and intend to be legally bound thereby as follows:

CITY

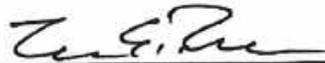
Attn: Carol Akers, Purchasing & Contracts Administrator
Purchasing and Contracts Department
201 North Carson Street, Suite 2
Carson City, Nevada 89701
Telephone: 775-283-7362
Fax: 775-887-2286
CAkers@carson.org

By: 
Sheri Russell, Chief Financial Officer

Dated 2/17/2021

CITY'S LEGAL COUNSEL

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

By: 
Deputy District Attorney

Dated 2/8/2021

CITY'S ORIGINATING DEPARTMENT

**CONSULTANT will not be given authorization
to begin work until this Contract has been
signed by Purchasing and Contracts**

BY: Carol Akers
Purchasing & Contracts Administrator

By: 

Dated 2/17/2021

Account: 2102027-500309 = \$50,000
1012705-500367 = \$14,500
Project# G270521003
Account: 2752705-501225 = \$14,500

PROJECT CONTACT PERSON:

Brian Elder, Project Manager
Telephone: 775-283-7586

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Undersigned deposes and says under penalty of perjury: That he/she is **CONSULTANT** or authorized agent of **CONSULTANT**; that he/she has read the foregoing Contract; and that he/she understands the terms, conditions and requirements thereof.

CONSULTANT

BY: Max Hershenow

TITLE: Principal

FIRM: H+K Architects

CARSON CITY BUSINESS LICENSE #: BL-004335-2020

Address: 5485 Reno Corporate Dr., Ste 100

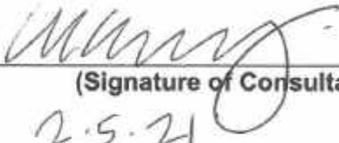
City: Reno

State: NV

Zip Code: 89511

Telephone: 775-332-6640

E-mail Address: max@hkarchitects.com



(Signature of Consultant)

DATED 2.5.21

STATE OF Nevada)

County of Washoe)

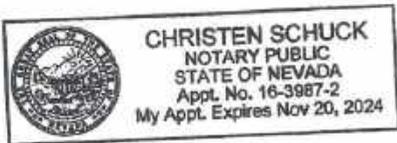
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Signed and sworn (or affirmed before me on this 5th day of February, 2021.



(Signature of Notary)

(Notary Stamp)



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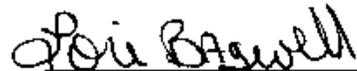
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CONTRACT ACCEPTANCE AND EXECUTION:

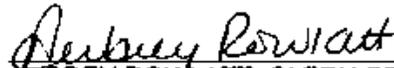
The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of February 4, 2021 approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 20300170**. Further, the Board of Supervisors authorizes the Mayor of Carson City, Nevada to set his hand to this document and record his signature for the execution of this Contract in accordance with the action taken.

CARSON CITY, NEVADA


LORI BAGWELL, MAYOR

DATED this 4th day of February 2021.

ATTEST:


AUBREY ROWLETT, CLERK-RECORDER

DATED this 4th day of February 2021.



Proposal

January 6, 2021

Mr. Brian Elder, PE
Project Manager
Carson City Public Works Department
3505 Butti Way
Carson City, NV 89701

Re: Carson City Juvenile Services Facility Needs Assessment

Dear Mr. Elder,

Thank you for the opportunity to present our proposal for the project. The scope is as noted in the attached Scope of Work Summary dated December 22, 2020, which includes the Carson City Juvenile Services Facility Needs Assessment scope document provided by Carson City.

Project Team

Architecture	H+K Architects
Civil Engineering	Lumos & Associates
Structural Engineering	Will Engineering
Mechanical Engineering	Ainsworth Associates Mechanical Engineers
Electrical Engineering	PK Electrical, Inc.
Cost Estimating	O'Connor Construction Management, Inc.

Proposed Compensation

Compensation is proposed as time and materials not to exceed Seventy Nine Thousand Dollars (\$79,000.00). Compensation will be for labor and project costs based on the attached fee schedules.

We appreciate your consideration of H+K Architects for the project. Please contact me should you have any questions or need additional information

Sincerely,

Max Hershenow, AIA

H+K ARCHITECTS

5485 Reno Corporate Drive, Suite 100
Reno, Nevada 89511-2262

P 775+332+6640
F 775+332+6642

hkarchitects.com



Scope of Work Summary

Date: December 22, 2020

Project: Carson City Juvenile Services Facility Needs Assessment

TASKS

- Kick off meeting led by H+K Architects to determine space program and project components. The engineering consultants will not be in attendance.
- On-site planning workshop and site visit led by H+K and the engineering consultants during the Preliminary Draft Report phase.
- Preliminary Draft Report with development of a maximum of 3 alternatives to include:
 - Preliminary review of Carson City Adopted Building Codes, Nevada Revised Statutes, Prison Rape Elimination Act (PREA), State Mandates and Carson City's projected growth.
 - Conceptual building systems analysis including structural, mechanical, plumbing and electrical.
 - Site development concepts for each alternative including schematic utility analysis.
 - Preliminary code analysis.
 - Site plan and floor plan alternatives. These will be developed at a conceptual level.
 - Cost statements for each alternative.
 - Possible site visit to the Washoe County Jan Evans Juvenile Justice Center in Reno.
- Workshop to review Preliminary Draft Report and select preferred alternative led by H+K Architects. The engineering consultants will not be in attendance.
- Final Needs Assessment Report, including final cost statement and development of the preferred alternative in plans and narrative.

SCOPE OF WORK

The scope will be as described above and in the "Carson City Juvenile Services Facility Needs Assessment" document. The emphasis will be on concept-level site plans and floor plans for each of the alternatives. The alternatives are anticipated to include one or two alternatives that include the use of the existing building (11,500 SF) to the greatest extent possible with additions to provide additional program space. The other one or two alternatives are anticipated to be new buildings on the site. Some narrative is expected, but it will not be extensive. Similarities are anticipated in the building systems for the alternatives.

An aerial of the site is attached. Copies of the site plan and floor plan from the original building drawing set are also attached.

COST STATEMENTS

O'Connor Construction Management, Inc. will prepare the cost statements. H+K and each of the engineers will assist with defining the building systems.

Carson City Juvenile Services Facility Needs Assessment Scope of Work Summary
December 22, 2020
Page 2 of 2

SCHEDULE

A preliminary schedule is attached.

COMPENSATION

Compensation will be a stipulated sum.

ATTACHMENTS

- "Carson City Juvenile Services Facility Needs Assessment" document
- Aerial Google Image
- Site Plan from original drawing set
- Floor Plan from the original drawing set
- Preliminary Project Schedule

End of Summary

CARSON CITY JUVENILE SERVICES FACILITY NEEDS ASSESSMENT

Objectives:

The Department of Juvenile Services in Carson City, Nevada has requested and been approved to conduct an overall review of its youth detention facility and create a facility needs assessment. The reason for this assessment is due to the age of the infrastructure, State mandates, and continued growth of Juvenile Services and Carson City. While this report is referred to as a “facilities needs assessment”, we would like a comprehensive plan, a “blueprint” of the proposed operations and needs of Carson City Juvenile Services. The purpose of this document is to provide a strategic vision and outline how the Department of Carson City Juvenile Services can best utilize its resources to serve the youth and families involved in the juvenile justice system.

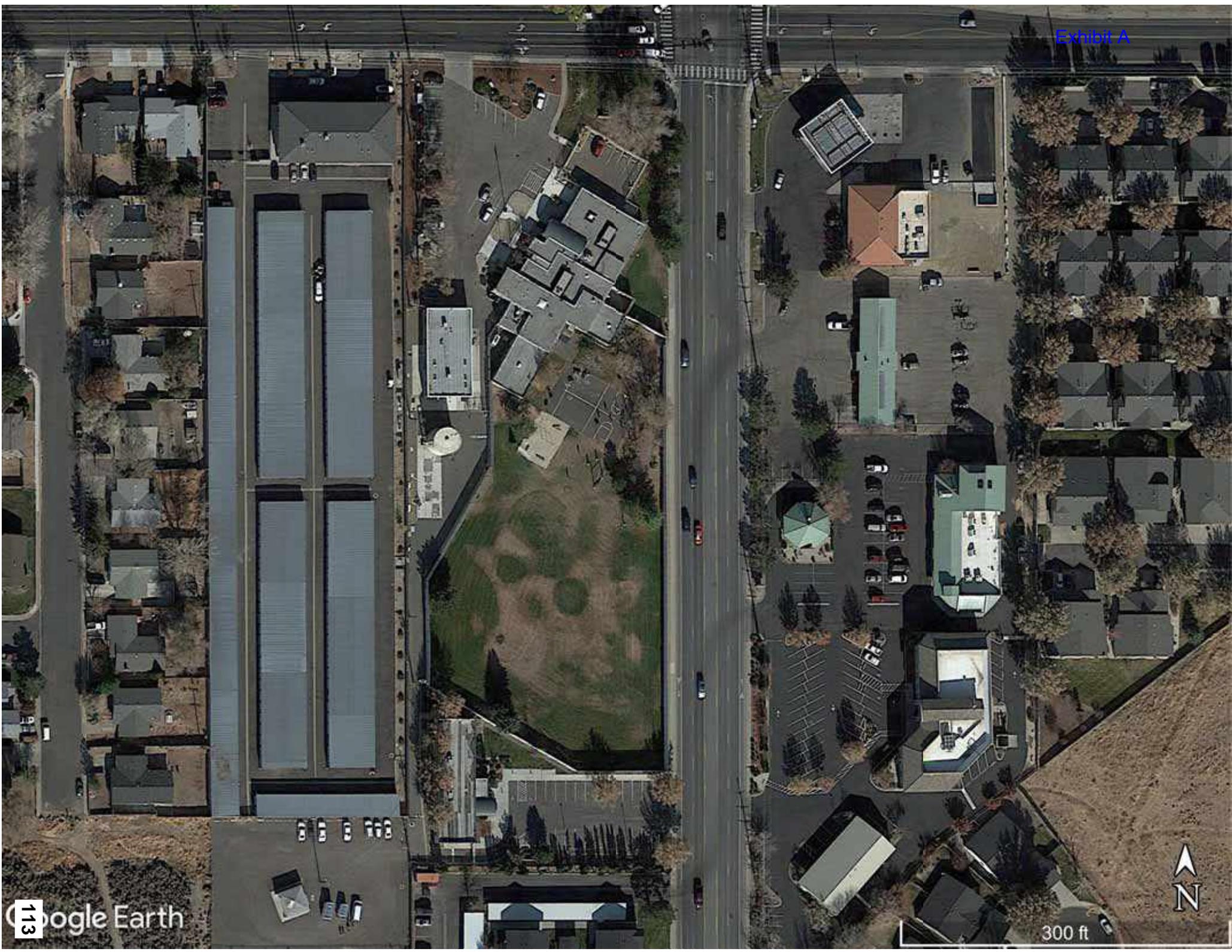
Expectations:

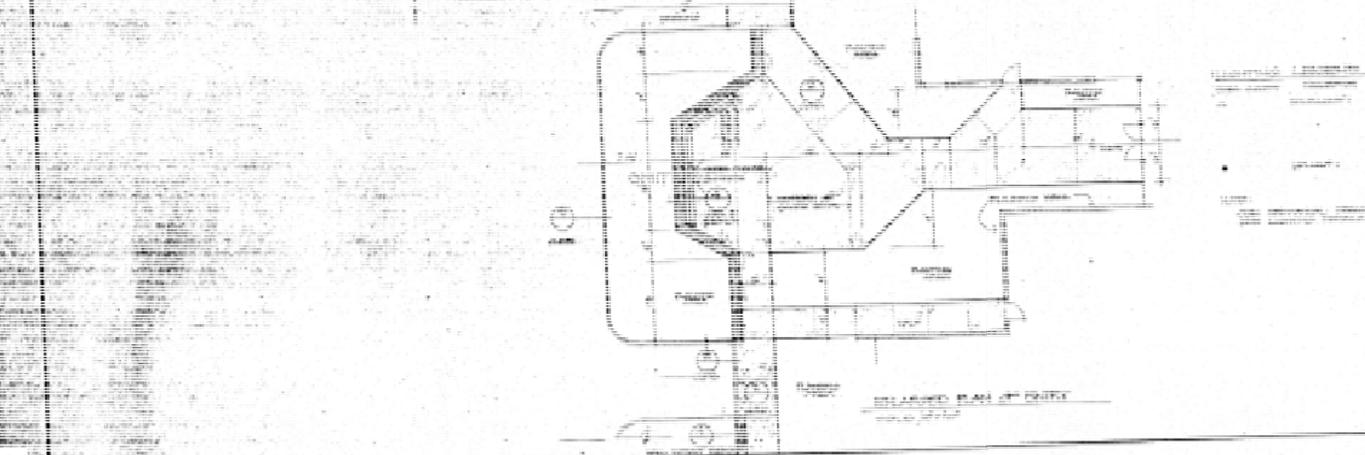
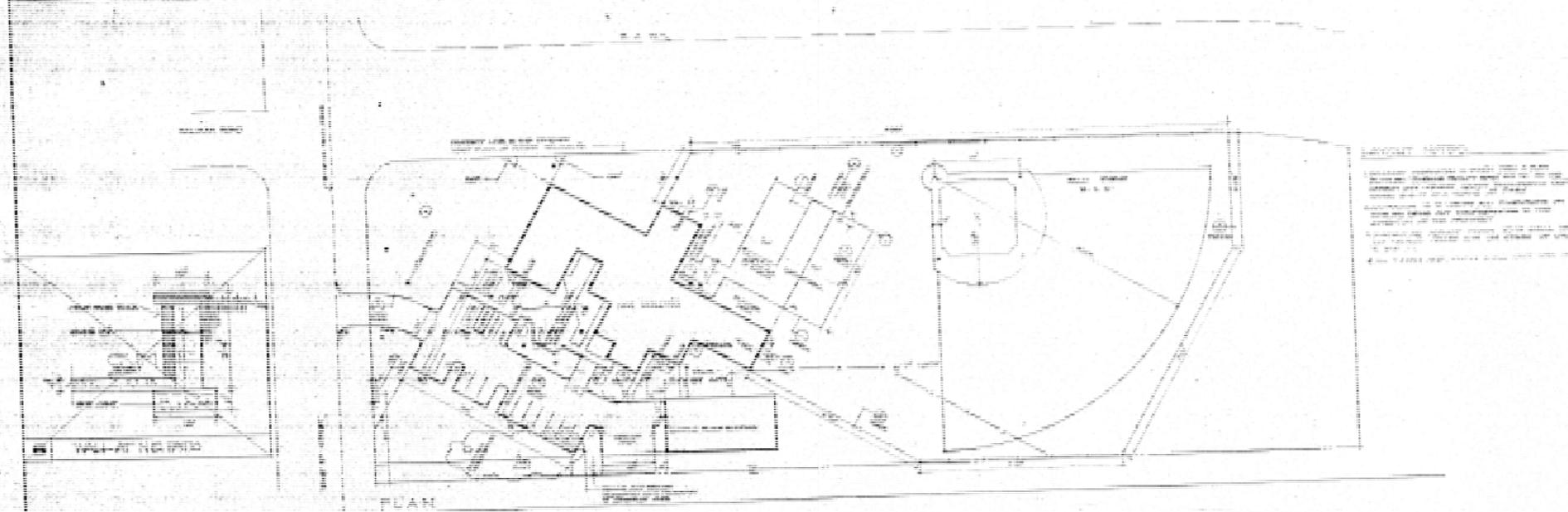
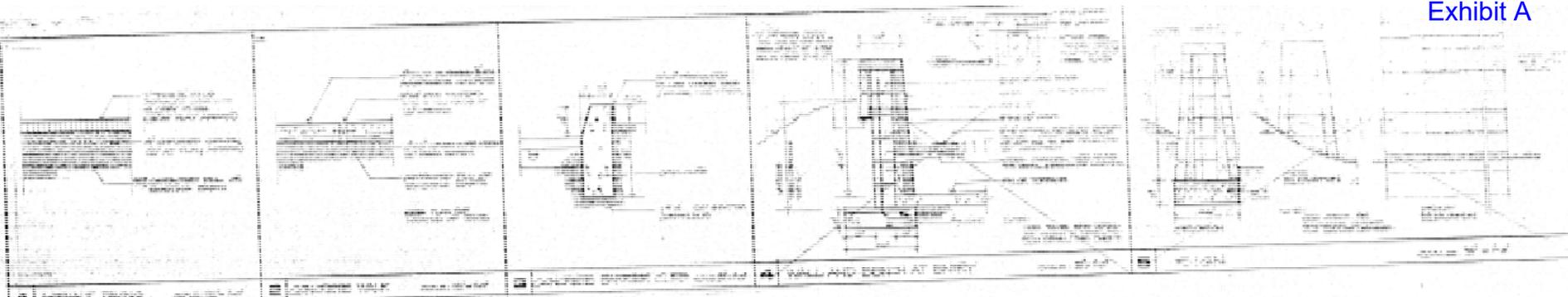
The expectation from H&K will be to review Carson City Adopted Building Codes, Nevada Revised Statutes, PREA, State mandates and Carson Cities projected growth to better understand the current and upcoming needs of the department. Further communication with those involved with the project as well as stakeholders identified by Chief Banister to better understand stakeholders needs.

The strategic goal will be to come up with a future plan to more efficiently and effectively utilize existing resources if possible, the renovation or phase-out of the current facility that is outdated, unsafe and non-compliant. Review cost differences between renovation and phase out of current detention facility. In addition, enhance support operations to include restructuring the Murphy-Bernadeni Regional Detention Center, Probation and Carson City Juvenile Court. Multiple design alternates should be considered and summarized for consideration by all stakeholders.

Deliverables:

- **Project Schedule** – Please provide a planned schedule for the needs assessment which shall include time for an initial review session, estimated assessment schedule, project site visits if needed and a final review session with all stakeholders.
- **Preliminary Draft Report** – The draft report shall include all findings from site visits, building code analysis, mechanical/plumbing/electrical analysis and NRS, PREA compliance review as discussed in the Objectives and Expectations sections above. The report shall also include schematic site and floor plan alternatives.
- **Cost Estimates** – High level cost estimates will be provided for each alternate design recommendation from the preliminary draft report. A final cost estimate for the preferred design alternative will be provided with the final report.
- **Final Needs Assessment Report** – All findings and final recommendations should be discussed. The report shall provide the final site and floor plan schematic and cost estimate.





NEW JOBS

for your community

GEORGINA W. MCINTYRE
 Director
 Department of Commerce, Economic Development Administration

U.S. DEPARTMENT OF COMMERCE

FOR MORE INFORMATION CONTACT:

NEW JOBS FOR AMERICANS
 1000 MARKET STREET, PHILADELPHIA, PA 19107
 (215) 597-1000

NEW JOBS FOR AMERICANS
 1000 MARKET STREET, PHILADELPHIA, PA 19107
 (215) 597-1000

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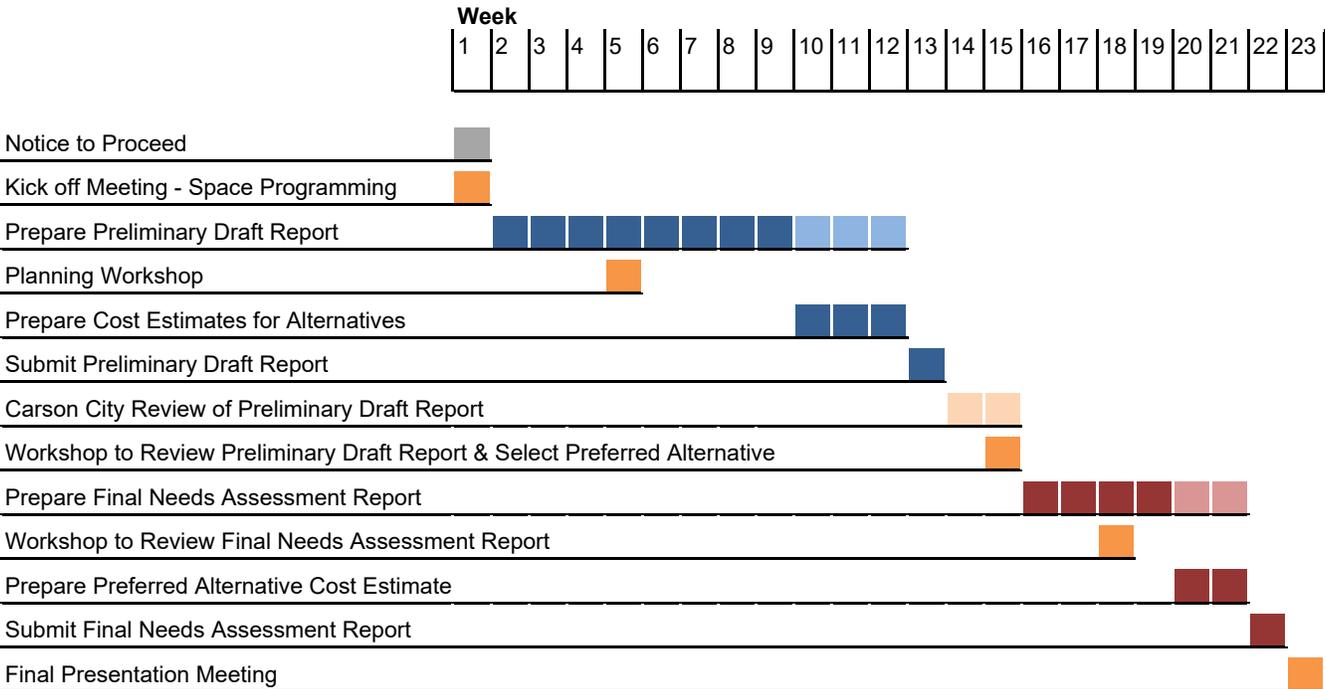
GEORGINA W. MCINTYRE
 Director
 Department of Commerce, Economic Development Administration
 U.S. DEPARTMENT OF COMMERCE
 1000 MARKET STREET, PHILADELPHIA, PA 19107
 (215) 597-1000

Carson City Juvenile Services Facility Needs Assessment

Preliminary Project Schedule

November 20, 2020

H+K Architects





2021 Fee Schedule

Hourly Professional Rates

Principal Architect	\$250.00/hour
Project Architect	\$200.00/hour
Job Captain	\$100.00/hour
Intern	\$75.00/hour

Consultant's Additional Services and Reimbursable Expenses

1.15 times the amounts billed to Architect

Reimbursable Expenses

Printing (Outside the Office): Cost of Reproduction + 15%

Travel Expenses

Inside 35 mile radius of Reno, NV	No Charge
Outside 35 mile radius of Reno, NV	\$0.55/mile
Car Rental, Airfare, Meals and Lodging	Cost +15%

Shipping Cost + 15%

Invoices are sent monthly based on progress of the Work.

Invoices are net 30 days from invoice. H+K Architects charges 1 1/2% per month on unpaid balances.

H+K ARCHITECTS

5485 Reno Corporate Drive, Suite 100
Reno, Nevada 89511-2262

P 775+332+6640
F 775+332+6642

hkarchitects.com

Engineering	Per Hour
Director	\$240
Group Manager	225
Senior Project Manager – Special Projects	225
Project / Senior Project Manager	185/195
Staff / Project / Senior Hydrogeologist	160/170/175
Staff / Project / Senior Engineer	145/155/165
Staff / Project / Senior Structural Engineer	145/155/165
Landscape Designer / Architect / Architect Manager	105/140/150
Staff / Project / Senior Planner	145/155/165
Project Coordinator	140
Project / Senior Project Designer	130/135
Structural / Senior Structural Designer	115/125
Engineering Technician I / II	105/115
Support Technician	85
Construction	Per Hour
Director	\$240
Group Manager	225
Project Manager	185
Geotechnical Engineer	195
Construction Services Supervisor / Engineer	140/160
Geotechnician	135
Inspector / Senior Inspector (includes nuclear gauge)	115/125
Field Technician I / II (includes nuclear gauge)	95/100
Surveying	Per Hour
Director	\$240
Group Manager	225
Project Manager	185
Staff / Project / Senior Surveyor	135/150/160
Project Coordinator	140
Surveying Technician I / II	105/115
Party Chief	150
Chain Person	75
Administrative & Other Services	Per Hour
Administrator	\$75
Clerical	65
30x42 Color / B&W (per copy)	10/5
24x36 Mylar / Color/B&W (per copy)	20/5/3
8.5x11 Color / B&W (per copy)	0.50/0.15
Mileage (per mile)	0.70

- Fees for prevailing wage rate projects available upon request.
- Map filing, checking, consulting, and other fees paid on behalf of the client shall be billed at cost plus fifteen percent (15%).
- Overtime hours will be billed at 1.5 times standard rate where applicable.
- Survey and Field crew billing rates include standard field survey equipment and truck up to 30 mile radius, after which mileage rates apply
- Fees for depositions and testimony will be billed at two (2) times the standard billing rates

Invoices are due upon receipt and considered to be past due after 30 days.
This fee schedule applies to services provided from January 1, 2021 until further notice.



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

FEE SCHEDULE
Effective January 1, 2021

Hourly Professional Rates

Principal	\$200/hr.
Senior Structural Engineer	\$180/hr.
Project Engineer	\$160/hr.
Engineering Technician	\$120/hr.
Drafting	\$120/hr.
Administrative	\$70/hr.

Consultant's Additional Services and Reimbursable Expenses

1.15 times the amounts billed to Engineer

Production & Printing Charges

Bond Prints B/W 24 x 36	\$2.50/Sheet
Bond Prints B/W 30 x 42	\$3.50/Sheet
Bond Prints Color 24 x 36	\$4.50/Sheet
Bond Prints Color 30 x 42	\$6.50/Sheet
Copies Subcontracted	Cost x 1.15

Other Reimbursable Expenses

Shipping	Cost x 1.15
Travel Expenses	
Car Rental, Airfare, Meals and Lodging	Cost x 1.15
Mileage	\$0.80/Mile

Mr. Max Hershenow, AIA
H+K Architects

Our hourly rates will be as noted below.

Senior Principal	\$250.00 per hour
Principal	\$230.00 per hour
Associate	\$200.00 per hour
Senior Engineer	\$180.00 per hour
Senior Designer	\$170.00 per hour
Engineer	\$160.00 per hour
Designer	\$150.00 per hour
Junior Designer	\$130.00 per hour
Draftsperson	\$120.00 per hour
Bookkeeper	\$110.00 per hour
Clerical	\$ 90.00 per hour

These rates will remain in effect through December 31, 2021 and are subject to adjustment thereafter.

We appreciate your consideration of our services for this project. I hope that you find this proposal acceptable. I am available to discuss any refinement or adjustments in the foregoing so that an agreement for our services can be developed. Please give me a call if you have questions.

Sincerely,
AINSWORTH ASSOCIATES MECHANICAL ENGINEERS

Alison Hall

Alison Hall, PE
Principal



PK ELECTRICAL, INC.
2021 SCHEDULE OF APPROVED HOURLY RATES

PRINCIPALS

Compensation for services rendered by the following named key personnel of the ENGINEERING CONSULTANT shall be based on the following fixed hourly rate:

Karen D. Purcell, P.E.	\$225.00
Alan Wiskus	\$225.00
Joseph Ganser, P.E.	\$225.00
Dugan Hadler, LEED AP BD+C	\$225.00

DIRECT PERSONNEL EXPENSES

Compensation for services rendered by employees of the ENGINEERING CONSULTANT shall be on the following applicable range of current hourly rates:

Engineering Manager	\$190.00
Senior Project Engineer	\$185.00
Senior Project Manager	\$175.00
Engineering Designer 3	\$155.00
Engineering Designer 2	\$145.00
Engineering Designer 1	\$135.00
Technology Manager	\$185.00
Fire Alarm Engineer/Designer	\$170.00
Electrical Inspection Services	\$150.00
Production/BIM Manager	\$125.00
Production / Drafter 3	\$100.00
Production / Drafter 2	\$95.00
Production / Drafter 1	\$90.00
Accounting Manager	\$100.00
Clerical/administration	\$85.00

These rates include costs for individual direct salary and of mandatory and customary benefits such as statutory employee benefits, insurance, sick leave, holidays, vacations, pensions, and similar benefits plus general and administrative overhead and profit.

The above rates are subject to periodic adjustments as mutually agreed to by the client and ENGINEERING CONSULTANT to reflect reasonable increases in employees' direct salaries and changes in company overhead rates.



REIMBURSABLE EXPENSES

Reimbursable Expenses (transportation, subsistence, equipment rental, reproduction, shipping, postage, etc.) will be compensated for actual cost.

ACTUAL COSTS

<u>Item</u>	<u>Charge Rate</u>
Black & White Copies (8 ½ x 11")	\$0.06/each
Color Copies (8 ½ x 11")	\$0.30/each
Black & White Copies (8 ½ x 14")	\$0.11/each
Color Copies (8 ½ x 14")	\$0.60/each
Black & White Copies (11 x 17")	\$0.12/each
Color Copies (11 x 17")	\$0.60/each
Red-lined Copies	\$0.75/sf
Large Scale Copies (24x36", 18x24", 30x42", 36x48")	\$2.25/sf
File Processing Fee for CAD Drawings	\$0.20/each

METERING SERVICES

The rates shown below do not include travel costs or time associated with travel.

Electric Metering Device – 24 Hour Recording Per Load	\$575.00 each
Electric Metering Device – 7 Day Recording Per Load	\$965.00 each
Electric Metering Device – 30 Day Recording Per Load	\$1,475.00 each

PROFESSIONAL RATES

Fee Schedule - 2021

	TITLE	HOURLY RATE
EXECUTIVE:	<i>Principal</i>	\$250
	<i>Director</i>	\$225
	<i>Project/Construction Executive</i>	\$200
	<i>Associate Director</i>	\$200
MANAGEMENT:	<i>Program Manager/PMCM Manager</i>	\$190
	<i>Cost Manager</i>	\$180
	<i>Scheduling Manager</i>	\$180
	<i>Project Controls Manager</i>	\$185
SENIOR PROFESSIONAL:	<i>Senior Constructability Reviewer</i>	\$180
	<i>Senior Project/Construction Manager</i>	\$175
	<i>Senior Estimator</i>	\$175
	<i>Senior Scheduler</i>	\$175
	<i>Senior Project Controls Engineer</i>	\$175
	<i>Senior Software Engineer</i>	\$175
PROFESSIONAL:	<i>Constructability Reviewer</i>	\$160
	<i>Project/Construction Manager</i>	\$160
	<i>Quality Assurance</i>	\$150
	<i>Cost Estimator II</i>	\$155
	<i>Cost Estimator I</i>	\$145
	<i>Scheduler II</i>	\$155
	<i>Scheduler I</i>	\$145
	<i>Project Controls Engineer</i>	\$145
	<i>Software Engineer</i>	\$145
	<i>Assistant Project/Construction Manager</i>	\$145
	<i>Data Engineer/Analyst</i>	\$125
	<i>Project Engineer</i>	\$125
	<i>Document Control Specialist</i>	\$90
	<i>Administrative Assistant</i>	\$75

Rates are valid through 31 December 2021.





STAFF REPORT

Report To: Board of Supervisors

Meeting Date: August 4, 2022

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

Agenda Title: For Possible Action: Discussion and possible action regarding Contract 23300003 for Cashman Equipment Company ("Cashman") to provide repair and preventative maintenance services, as needed, for heavy equipment at the Carson City Landfill ("Landfill") during Fiscal Year ("FY") 2023, for an annual amount not to exceed \$150,000. (Carol Akers, cakers@carson.org and Rick Cooley, rcooley@carson.org)

Staff Summary: The Landfill operates seven pieces of Caterpillar brand heavy equipment and five other brands of heavy equipment that require repair and maintenance throughout any given year. Cashman is the only authorized service provider with access to Caterpillar's proprietary diagnostic equipment; therefore, Cashman performs most of the repairs and maintenance on the Landfill's heavy equipment.

Agenda Action: Formal Action / Motion

Time Requested: Consent

Proposed Motion

I move to approve the contract as presented.

Board's Strategic Goal

Efficient Government

Previous Action

N/A

Background/Issues & Analysis

The Landfill continues to see increases in daily customers, meaning Landfill equipment is working longer and harder, which increases the potential for damage due to the continuous bombardment of debris (metals, hard plastics, mattresses, concrete, wood products, etc.). Further, repair and maintenance expenses are not just a function of the environment; equipment hours and age are also factors. Progress is being made on replacing older equipment; however, in the interim, as the Landfill's equipment ages, repair frequency is anticipated to increase.

For FY 2023, overall repair and maintenance costs for the Landfill's Caterpillar equipment should not be greater than what was required in FY 2022. Even though equipment age and use has increased, the requested \$150,000 should be sufficient due to equipment replacement and major repairs that occurred in FY 2022.

This is an annual request. The Board of Supervisors approved similar contracts for FY 2021 and FY 2022 for \$150,000.

Should it be determined later in FY 2023 that the Landfill's repair and maintenance needs can be met without expending the full not to exceed amount of \$150,000, those unused funds will be allocated to other operational needs at the Landfill.

Applicable Statute, Code, Policy, Rule or Regulation

NRS 332.115(1)(c)

Financial Information

Is there a fiscal impact? Yes

If yes, account name/number: General Fund Landfill Equipment Repair & Maintenance account/
1013904-500430

Is it currently budgeted? Yes

Explanation of Fiscal Impact: If approved, the FY 2023 Landfill Equipment Repair & Maintenance account 1013904 500430 will be decreased by an amount not to exceed \$150,000; FY 2023 Budget is \$250,000.

Alternatives

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

Attachments:

[23300003 Draft Contract.pdf](#)

Board Action Taken:

Motion: _____

- 1) _____
- 2) _____

Aye/Nay

(Vote Recorded By)

INDEPENDENT CONTRACTOR AGREEMENT

Contract No. 23300003

Title: FY23 Landfill Equipment Repair and Preventative Maintenance

THIS CONTRACT is made and entered into this 4th day of August 2022, by and between Carson City, a consolidated municipality, a political subdivision of the State of Nevada, hereinafter referred to as “**CITY**”, and Cashman Equipment Company, hereinafter referred to as “**CONTRACTOR**”.

WITNESSETH:

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

WHEREAS, CONTRACTOR’S compensation under this agreement (does) (does not X) utilize in whole or in part money derived from one or more federal grant funding source(s); and

WHEREAS, it is deemed necessary that the services of **CONTRACTOR** for **CONTRACT No. 23300003** (hereinafter referred to as “Contract”) are both necessary and in the best interest of **CITY**; and

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

1. REQUIRED APPROVAL:

This Contract shall not become effective until and unless approved by the Carson City Board of Supervisors.

2. SCOPE OF WORK (Incorporated Contract Documents):

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

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

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

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

For P&C Use Only
CCBL expires <u> </u>
GL expires <u> </u>
AL expires <u> </u>
WC expires <u> </u>

INDEPENDENT CONTRACTOR AGREEMENT

Contract No. 23300003

Title: FY23 Landfill Equipment Repair and Preventative Maintenance

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

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

2.7 It is expressly understood and agreed that all SERVICES done by **CONTRACTOR** shall be subject to inspection and acceptance by **CITY** and approval of SERVICES shall not forfeit the right of **CITY** to require correction, and nothing contained herein shall relieve **CONTRACTOR** of the responsibility of the SERVICES required under the terms of this Contract until all SERVICES have been completed and accepted by **CITY**.

3. **CONTRACT TERM:**

3.1 This Contract shall be effective retroactively from July 1, 2022, subject to Carson City Board of Supervisors' approval (anticipated to be August 4, 2022) to June 30, 2023, unless sooner terminated by either party as specified in **Section 7** (CONTRACT TERMINATION).

4. **NOTICE:**

4.1 Except any applicable bid and award process where notices may be limited to postings by **CITY** on its Bid Opportunities website (www.carson.org), all notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by e-mail, by regular mail, by telephonic facsimile with simultaneous regular mail, or by certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified below.

4.2 Notice to **CONTRACTOR** shall be addressed to:

Lee Vanderpool, General Counsel
Cashman Equipment Company
3300 ST Rose Parkway
Henderson, NV 89052
702-633-4688
Lee4Vanderpool@cashmandequipment.com

INDEPENDENT CONTRACTOR AGREEMENT

Contract No. 23300003

Title: FY23 Landfill Equipment Repair and Preventative Maintenance

4.3 Notice to **CITY** shall be addressed to:

Carson City Purchasing and Contracts Department
Carol Akers, Purchasing & Contracts Administrator
201 North Carson Street, Suite 2
Carson City, NV 89701
775-283-7362 / FAX 775-887-2286
CAkers@carson.org

5. COMPENSATION:

5.1 The parties agree that **CONTRACTOR** will provide the SERVICES specified in **Section 2** (SCOPE OF WORK) and **CITY** agrees to pay **CONTRACTOR** the Contract's compensation based upon the Fee Schedule for a not to exceed maximum amount One Hundred Fifty Thousand Dollars and 00/100 (\$150,000.00), and hereinafter referred to as "Contract Sum".

5.2 Contract Sum represents full and adequate compensation for the completed SERVICES, and includes the furnishing of all materials; all labor, equipment, tools, and appliances; and all expenses, direct or indirect, connected with the proper execution of the SERVICES.

5.3 **CONTRACTOR** shall provide **CITY** with a scope of work for task to be completed and if approved by the Public Works Director, **CONTRACTOR** will be provided a approval authorizing the work.

6. TIMELINESS OF BILLING SUBMISSION:

6.1 The parties agree that timeliness of billing is of the essence to this Contract and recognize that **CITY** is on a fiscal year which is defined as the period beginning July 1 and ending June 30 of the following year. All billings for dates of service prior to July 1 must be submitted to **CITY** no later than the first Friday in August of the same year. A billing submitted after the first Friday in August will subject **CONTRACTOR** to an administrative fee not to exceed \$100.00. The parties hereby agree this is a reasonable estimate of the additional costs to **CITY** of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to **CONTRACTOR**.

7. CONTRACT TERMINATION:

7.1 Termination Without Cause:

7.1.1 Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated upon written notice by mutual consent of both parties or unilaterally by either party without cause.

7.1.2 **CITY** reserves the right to terminate this Contract for convenience whenever it considers termination, in its sole and unfettered discretion, to be in the public interest. In the event that the Contract is terminated in this manner, payment will be made for SERVICES actually completed. If termination occurs under this provision, in no event shall **CONTRACTOR** be entitled to anticipated profits on items of SERVICES not performed as of the effective date of the termination or compensation for any other item, including but not limited to, unabsorbed overhead. **CONTRACTOR** shall require that all subcontracts which it enters related to this Contract likewise contain a termination for convenience clause which precludes the ability of any subcontractor to

INDEPENDENT CONTRACTOR AGREEMENT

Contract No. 23300003

Title: FY23 Landfill Equipment Repair and Preventative Maintenance

make claims against **CONTRACTOR** for damages due to breach of contract, lost profit on items of **SERVICES** not performed, or unabsorbed overhead, in the event of a convenience termination.

7.2 Termination for Nonappropriation:

7.2.1 All payments and **SERVICES** provided under this Contract are contingent upon the availability of the necessary public funding, which may include various internal and external sources. In the event that Carson City does not acquire and appropriate the funding necessary to perform in accordance with the terms of the Contract, the Contract shall automatically terminate upon **CITY'S** notice to **CONTRACTOR** of such nonappropriation, and no claim or cause of action may be based upon any such nonappropriation.

7.3 Cause Termination for Default or Breach:

7.3.1 A default or breach may be declared with or without termination.

7.3.2 This Contract may be terminated by either party upon written notice of default or breach to the other party as follows:

7.3.2.1 If **CONTRACTOR** fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or any **SERVICES** called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or

7.3.2.2 If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by **CONTRACTOR** to provide the goods or **SERVICES** or any services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

7.3.2.3 If **CONTRACTOR** becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or

7.3.2.4 If **CITY** materially breaches any material duty under this Contract and any such breach impairs **CONTRACTOR'S** ability to perform; or

7.3.2.5 If it is found by **CITY** that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by **CONTRACTOR**, or any agent or representative of **CONTRACTOR**, to any officer or employee of **CITY** with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or

7.3.2.6 If it is found by **CITY** that **CONTRACTOR** has failed to disclose any material conflict of interest relative to the performance of this Contract.

7.4 Time to Correct (Declared Default or Breach):

7.4.1 Termination upon a declared default or breach may be exercised only after providing seven (7) calendar days written notice of default or breach, and the subsequent failure of the defaulting or breaching party, within five (5) calendar days of providing that default or breach notice, to provide evidence satisfactory to the aggrieved party demonstrating that the declared default or breach has been corrected. Time to correct shall run concurrently with any notice of

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default or breach and such time to correct is not subject to any stay with respect to the nonexistence of any Notice of Termination. Untimely correction shall not void the right to termination otherwise properly noticed unless waiver of the noticed default or breach is expressly provided in writing by the aggrieved party. There shall be no time to correct with respect to any notice of termination without cause or termination for nonappropriation.

7.5 Winding Up Affairs Upon Termination:

7.5.1 In the event of termination of this Contract for any reason, the parties agree that the provisions of this **Subsection 7.5** survive termination:

7.5.1.1 The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination; and

7.5.1.2 **CONTRACTOR** shall satisfactorily complete SERVICES in progress at the agreed rate (or a pro rata basis if necessary) if so requested by **CITY**; and

7.5.1.3 **CONTRACTOR** shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by **CITY**; and

7.5.1.4 **CONTRACTOR** shall preserve, protect, and promptly deliver into **CITY** possession all proprietary information in accordance with "**Section 19**".

7.6 Notice of Termination:

7.6.1 Unless otherwise specified in this Contract, termination shall not be effective until seven (7) calendar days after a party has provided written notice of default or breach, or notice of without cause termination. Notice of Termination may be given at the time of notice of default or breach, or notice of without cause termination. Notice of Termination may be provided separately at any time after the running of the 7-day notice period, and such termination shall be effective on the date the Notice of Termination is provided to the party unless a specific effective date is otherwise set forth therein. Any delay in providing a Notice of Termination after the 7-day notice period has run without a timely correction by the defaulting or breaching party shall not constitute any waiver of the right to terminate under the existing notice(s).

8. **REMEDIES:**

Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorney's fees and costs. The parties agree that, in the event a lawsuit is filed and a party is awarded attorney's fees by the court, for any reason, the amount of recoverable attorney's fees shall not exceed the rate of \$125 per hour. **CITY** may set off consideration against any unpaid obligation of **CONTRACTOR** to **CITY**.

9. **LIMITED LIABILITY:**

CITY will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise expressly provided for elsewhere in this Contract. Damages for any **CITY** breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to **CONTRACTOR**, for the fiscal year budget in existence at the time of the breach. **CONTRACTOR'S** tort liability shall not be limited.

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10. FORCE MAJEURE:

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

11. INDEMNIFICATION:

11.1 To the extent permitted by law, including, but not limited to, the provisions of NRS Chapter 41, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other party from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorney's fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of the indemnity which would otherwise exist as to any party or person described in this Section.

11.2 Except as otherwise provided in Subsection 11.4 below, the indemnifying party shall not be obligated to provide a legal defense to the indemnified party, nor reimburse the indemnified party for the same, for any period occurring before the indemnified party provides written notice of the pending claim(s) or cause(s) of action to the indemnifying party, along with:

11.2.1 a written request for a legal defense for such pending claim(s) or cause(s) of action; and

11.2.2 a detailed explanation of the basis upon which the indemnified party believes that the claim or cause of action asserted against the indemnified party implicates the culpable conduct of the indemnifying party, its officers, employees, and/or agents.

11.3 After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall not be obligated to fund or reimburse any fees or costs provided by any additional counsel for the indemnified party, including counsel through which the indemnified party might voluntarily choose to participate in its defense of the same matter.

11.4 After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall be obligated to reimburse the reasonable attorney's fees and costs incurred by the indemnified party during the initial thirty (30) day period of the claim or cause of action, if any, incurred by separate counsel.

12. INDEPENDENT CONTRACTOR:

12.1 **CONTRACTOR**, as an independent contractor, is a natural person, firm or corporation who agrees to perform SERVICES for a fixed price according to his or its own methods and without subjection to the supervision or control of the **CITY**, except as to the results of the SERVICES, and not as to the means by which the SERVICES are accomplished.

12.2 It is mutually agreed that **CONTRACTOR** is associated with **CITY** only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted SERVICES pursuant to this Contract. **CONTRACTOR** is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract.

12.3 Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for **CITY** whatsoever with respect to the indebtedness, liabilities, and obligations of **CONTRACTOR** or any other party.

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12.4 **CONTRACTOR**, in addition to **Section 11** (INDEMNIFICATION), shall indemnify and hold **CITY** harmless from, and defend **CITY** against, any and all losses, damages, claims, costs, penalties, liabilities, expenses arising out of or incurred in any way because of, but not limited to, **CONTRACTOR'S** obligations or legal duties regarding any taxes, fees, assessments, benefits, entitlements, notice of benefits, employee's eligibility to work, to any third party, subcontractor, employee, state, local or federal governmental entity.

12.5 Neither **CONTRACTOR** nor its employees, agents, or representatives shall be considered employees, agents, or representatives of **CITY**.

13. **INSURANCE REQUIREMENTS (GENERAL):**

13.1 NOTICE: The following general insurance requirements shall apply unless these general requirements are altered by any specific requirements set forth in CITY'S solicitation for bid document, the adopted bid or other document incorporated into this Contract by the parties.

13.2 **CONTRACTOR**, as an independent contractor and not an employee of **CITY**, must carry policies of insurance in amounts specified and pay all taxes and fees incident hereunto. **CITY** shall have no liability except as specifically provided in this Contract.

13.3 **CONTRACTOR** shall not commence work before: (1) **CONTRACTOR** has provided the required evidence of insurance to **CITY** Purchasing and Contracts, and (2) **CITY** has approved the insurance policies provided by **CONTRACTOR**.

13.4 Prior approval of the insurance policies by **CITY** shall be a condition precedent to any payment of consideration under this Contract and **CITY'S** approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this Contract. Any failure of **CITY** to timely approve shall not constitute a waiver of the condition.

13.5 *Insurance Coverage (13.6 through 13.23):*

13.6 **CONTRACTOR** shall, at **CONTRACTOR'S** sole expense, procure, maintain and keep in force for the duration of this Contract the following insurance conforming to the minimum requirements specified below. Unless specifically specified herein or otherwise agreed to by **CITY**, the required insurance shall be in effect prior to the commencement of work by **CONTRACTOR** and shall continue in force as appropriate until the later of:

13.6.1 Final acceptance by **CITY** of the completion of this Contract; or

13.6.2 Such time as the insurance is no longer required by **CITY** under the terms of this Contract.

13.6.3 Any insurance or self-insurance available to **CITY** under its coverage(s) shall be in excess of and non-contributing with any insurance required from **CONTRACTOR**. **CONTRACTOR'S** insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by **CITY**, **CONTRACTOR** shall provide **CITY** with renewal or replacement evidence of insurance no less than thirty (30) calendar days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by this Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as **CONTRACTOR** has knowledge of any such failure, **CONTRACTOR** shall immediately notify **CITY** and immediately replace such insurance or bond with an insurer meeting the requirements.

13.7 *General Insurance Requirements (13.8 through 13.23):*

13.8 **Certificate Holder:** Each certificate shall list Carson City c/o Carson City Purchasing and Contracts, 201 N. Carson Street, Suite 2, Carson City, NV 89701 as a certificate holder.

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13.9 **Additional Insured:** By endorsement to the general liability insurance policy evidenced by **CONTRACTOR**, The City and County of Carson City, Nevada, its officers, employees and immune contractors shall be named as additional insureds for all liability arising from this Contract.

13.10 **Waiver of Subrogation:** Each liability insurance policy, except for professional liability, shall provide for a waiver of subrogation in favor of City.

13.11 **Cross-Liability:** All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.

13.12 **Deductibles and Self-Insured Retentions:** Insurance maintained by **CONTRACTOR** shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by **CITY**. Such approval shall not relieve **CONTRACTOR** from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$5,000.00 per occurrence, unless otherwise approved by **CITY**.

13.13 **Policy Cancellation:** Except for ten (10) calendar days' notice for non-payment of premium, premium, **CONTRACTOR** or its insurers must provide thirty (30) calendar days prior written notice to Carson City Purchasing and Contracts if any policy will be canceled, non-renewed or if required coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by mail to Carson City Purchasing and Contracts, 201 N. Carson Street, Suite 2, Carson City, NV 89701. When available, each insurance policy shall be endorsed to provide thirty (30) days' notice of cancellation, except for ten (10) days' notice for non-payment of premium, to City.

13.14 **Approved Insurer:** Each insurance policy shall be issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers under federal and Nevada law and having agents in Nevada upon whom service of process may be made, and currently rated by A.M. Best as "A-VII" or better.

13.15 **Evidence of Insurance:** Prior to commencement of work, **CONTRACTOR** must provide the following documents to Carson City Purchasing and Contracts, 201 North Carson Street, Suite 3, Carson City, NV 89701:

13.16 **Certificate of Insurance:** **CONTRACTOR** shall furnish City with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth herein. The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to Carson City Purchasing and Contracts to evidence the insurance policies and coverages required of **CONTRACTOR**.

13.17 **Additional Insured Endorsement:** An Additional Insured Endorsement (CG20 10 or C20 26), signed by an authorized insurance company representative, must be submitted to Carson City Purchasing and Contracts to evidence the endorsement of **CITY** as an additional insured per **Subsection 13.9** (Additional Insured).

13.18 **Schedule of Underlying Insurance Policies:** If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlying Schedule from the Umbrella or Excess insurance policy may be required.

13.19 **Review and Approval:** Documents specified above must be submitted for review and approval by **CITY** Purchasing and Contracts prior to the commencement of work by **CONTRACTOR**. Neither approval by **CITY** nor failure to disapprove the insurance furnished by **CONTRACTOR** shall relieve **CONTRACTOR** of **CONTRACTOR'S** full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of **CONTRACTOR** or its sub-contractors, employees or agents to **CITY** or others, and shall be in addition to and not in lieu of any other remedy available to **CITY** under this Contract or otherwise. **CITY** reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

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13.20 COMMERCIAL GENERAL LIABILITY INSURANCE:

CONTRACTOR shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence.

13.20.1 *Minimum Limits required:*

13.20.2 Two Million Dollars (\$2,000,000.00) - General Aggregate.

13.20.3 Two Million Dollars (\$2,000,000.00) - Products & Completed Operations Aggregate.

13.20.4 One Million Dollars (\$1,000,000.00) - Each Occurrence.

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

13.20.6 City and County of Carson City, Nevada, its officers, employees and immune contractors shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or CG 20 26, or a substitute providing equivalent coverage, and under the commercial umbrella, if any.

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

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

13.20.9 Contractor waives all rights against City and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant to this Contract. Insurer shall endorse CGL policy as required to waive subrogation against City with respect to any loss paid under the policy.

13.21 BUSINESS AUTOMOBILE LIABILITY INSURANCE:

13.21.1 *Minimum Limit required:*

13.21.2 Contractor shall maintain automobile liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident for bodily injury and property damage.

13.21.3 Such insurance shall cover liability arising out of owned, hired, and non-owned autos (as applicable). Coverage as required above shall be written on ISO form CA 00 01, CA 00 05, CA 00 25, or a substitute form providing equivalent liability coverage.

13.21.4 Contractor waives all rights against City and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the automobile liability or other liability insurance obtained by **CONTRACTOR** pursuant this Contract.

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13.22 PROFESSIONAL LIABILITY INSURANCE

13.22.1 *Minimum Limit required:*

13.22.2 **CONTRACTOR** shall maintain professional liability insurance applying to all activities performed under this Contract with limits not less than One Million Dollars (\$1,000,000.00) and Two Million Dollars (\$2,000,000) in the aggregate.

13.22.3 Retroactive date: Prior to commencement of the performance of this Contract.

13.22.4 **CONTRACTOR** will maintain professional liability insurance during the term of this Contract and for a period of three (3) years after termination of this Contract unless waived by the City. In the event of non-renewal or other lapse in coverage during the term of this Contract or the three (3) year period described above, **CONTRACTOR** shall purchase Extended Reporting Period coverage for claims arising out of **CONTRACTOR's** negligence acts, errors and omissions committed during the term of the Professional Liability Policy. The Extended Reporting Period shall continue through a minimum of three (3) years after termination date of this Contract.

13.22.5 A certified copy of this policy may be required.

13.23 WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:

13.23.1 **CONTRACTOR** shall provide workers' compensation insurance as required by NRS Chapters 616A through 616D inclusive and Employer's Liability insurance with a minimum limit not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

13.23.2 **CONTRACTOR** may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that **CONTRACTOR** is a sole proprietor; that **CONTRACTOR** will not use the services of any employees in the performance of this Contract; that **CONTRACTOR** has elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and that **CONTRACTOR** is otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

13.23.3 **CONTRACTOR** waives all rights against City and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by the workers' compensation and employer's liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract. Contractor shall obtain an endorsement equivalent to WC 00 03 13 to affect this waiver.

14. BUSINESS LICENSE:

14.1 **CONTRACTOR** shall not commence work before **CONTRACTOR** has provided a copy of his Carson City business license to Carson City Purchasing and Contracts.

14.2 The Carson City business license shall continue in force until the later of: (1) final acceptance by **CITY** of the completion of this Contract; or (2) such time as the Carson City business license is no longer required by **CITY** under the terms of this Contract.

15. COMPLIANCE WITH LEGAL OBLIGATIONS:

CONTRACTOR shall procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by **CONTRACTOR** to provide the goods or SERVICES or any services of this Contract.

CONTRACTOR will be responsible to pay all government obligations, including, but not limited to, all taxes, assessments, fees, fines, judgments, premiums, permits, and licenses required or imposed by law or a court.

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Real property and personal property taxes are the responsibility of **CONTRACTOR** in accordance with NRS Chapter 361 generally and NRS 361.157 and 361.159, specifically regarding for profit activity. **CONTRACTOR** agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. **CITY** may set-off against consideration due any delinquent government obligation.

If the **CITY** was required by NRS 332.039(1) to advertise or request a proposal for this Agreement, by signing this Agreement, the **CONTRACTOR** provides a written certification that the **CONTRACTOR** is not currently engaged in, and during the Term shall not engage in, a Boycott of Israel. The term "Boycott of Israel" has the meaning ascribed to that term in Section 3 of Nevada Senate Bill 26 (2017). The **CONTRACTOR** shall be responsible for fines, penalties, and payment of any State of Nevada or federal funds that may arise (including those that the **CITY** pays, becomes liable to pay, or becomes liable to repay) as a direct result of the **CONTRACTOR's** non-compliance with this Section.

16. WAIVER OF BREACH:

Failure to declare a breach or the actual waiver of any particular breach of this Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

17. SEVERABILITY:

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

18. ASSIGNMENT / DELEGATION:

To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by **CITY**, such offending portion of the assignment shall be void, and shall be a breach of this Contract. **CONTRACTOR** shall neither assign, transfer nor delegate any rights, obligations or duties under this Contract without the prior written approval of **CITY**. The parties do not intend to benefit any third party beneficiary regarding their respective performance under this Contract.

19. CITY OWNERSHIP OF PROPRIETARY INFORMATION:

Any files, reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer programs, computer codes, and computer records (which are intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by **CONTRACTOR** (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of **CITY** and all such materials shall be delivered into **CITY** possession by **CONTRACTOR** upon completion, termination, or cancellation of this Contract. **CONTRACTOR** shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of **CONTRACTOR'S** obligations under this Contract without the prior written consent of **CITY**. Notwithstanding the foregoing, **CITY** shall have no proprietary interest in any materials licensed for use by **CITY** that are subject to patent, trademark or copyright protection.

20. PUBLIC RECORDS:

Pursuant to NRS 239.010, information or documents received from **CONTRACTOR** may be open to public inspection and copying. **CITY** will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. **CONTRACTOR** may clearly label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 332.061, provided that **CONTRACTOR** thereby agrees to indemnify and defend **CITY** for honoring such a designation. The failure to so label any document that is released by **CITY** shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

21. CONFIDENTIALITY:

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CONTRACTOR shall keep confidential all information, in whatever form, produced, prepared, observed or received by **CONTRACTOR** to the extent that such information is confidential by law or otherwise required by this Contract.

22. **FEDERAL FUNDING:**

22.1 *In the event federal grant funds are used for payment of all or part of this Contract:*

22.1.1 **CONTRACTOR** certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

22.1.2 **CONTRACTOR** and its subcontractors must be registered in the US Government System for Award Management (SAM) for verification on projects with federal funding.

22.1.3 **CONTRACTOR** and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

22.1.4 **CONTRACTOR** and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and Executive Order 11478 (July 21, 2014) and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, sexual orientation, gender identity, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).

22.1.5 If and when applicable to the particular federal funding and the Scope of Work under this Contract, **CONTRACTOR** and its subcontractors shall comply with: American Iron and Steel (AIS) provisions of P.L. 113- 76, Consolidated Appropriations Act, 2014, Section 1605 – Buy American (100% Domestic Content of iron, steel and manufactured goods); Federal Highway Administration (FHWA) 23 U.S.C. § 313 – Buy America, 23 C.F.R. §635.410 (100% Domestic Content of steel, iron and manufactured products); Federal Transit Administration (FTA) 49 U.S.C. § 5323(j), 49 C.F.R. Part 661 – Buy America Requirements (See 60% Domestic Content for buses and other Rolling Stock).

23. **LOBBYING:**

23.1 The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:

23.1.1 Any federal, state, county or local agency, legislature, commission, council or board;

23.1.2 Any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or

23.1.3 Any officer or employee of any federal, state, county or local agency; legislature, commission, council or board.

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24. GENERAL WARRANTY:

CONTRACTOR warrants that it will perform all SERVICES required hereunder in accordance with the prevailing standard of care by exercising the skill and care normally required of individuals performing the same or similar SERVICES, under the same or similar circumstances, in the State of Nevada.

25. PROPER AUTHORITY:

The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. **CONTRACTOR** acknowledges that this Contract is effective only after approval by the Carson City Board of Supervisors and only for the period of time specified in this Contract. Any SERVICES performed by **CONTRACTOR** before this Contract is effective or after it ceases to be effective is performed at the sole risk of **CONTRACTOR**.

26. GOVERNING LAW / JURISDICTION:

This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. **CONTRACTOR** consents and agrees to the jurisdiction of the courts of the State of Nevada located in Carson City, Nevada for enforcement of this Contract.

27. ENTIRE CONTRACT AND MODIFICATION:

This Contract and its integrated attachment(s) constitute the entire Contract of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other Contracts that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Carson City Board of Supervisors. Conflicts in language between this Contract and any other agreement between **CITY** and **CONTRACTOR** on this same matter shall be construed consistent with the terms of this Contract. The parties agree that each has had their respective counsel review this Contract which shall be construed as if it was jointly drafted.

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28. ACKNOWLEDGMENT AND EXECUTION:

This Contract may be executed in counterparts. The parties hereto have caused this Contract to be signed and intend to be legally bound thereby as follows:

CITY

Attn: Carol Akers, Purchasing & Contracts Administrator
Purchasing and Contracts Department
201 North Carson Street, Suite 2
Carson City, Nevada 89701
Telephone: 775-283-7362
Fax: 775-887-2286
CAkers@carson.org

CITY'S LEGAL COUNSEL

Carson City District Attorney

I have reviewed this Contract and approve as to its legal form.

By: _____
Sheri Russell, Chief Financial Officer

By: _____
Deputy District Attorney

Dated _____

Dated _____

CONTRACTOR will not be given authorization to begin work until this Contract has been signed by Purchasing and Contracts

BY: Carol Akers
Purchasing & Contracts Administrator

Acct# 1013904 500430

By: _____

Dated _____

INDEPENDENT CONTRACTOR AGREEMENT

Contract No. 23300003

Title: FY23 Landfill Equipment Repair and Preventative Maintenance

Undersigned deposes and says under penalty of perjury: That he/she is **CONTRACTOR** or authorized agent of **CONTRACTOR**; that he/she has read the foregoing Contract; and that he/she understands the terms, conditions and requirements thereof.

CONTRACTOR

BY: Lee Vanderpool

TITLE: General Counsel

FIRM: Cashman Equipment Company

CARSON CITY BUSINESS LICENSE #: BL-001563

Address: 3300 ST Rose Parkway

City: Henderson **State:** NV **Zip Code:** 89052

Telephone: 702-633-4688

E-mail Address: Lee4Vanderpool@cashmanequipment.com

(Signature of Contractor)

DATED _____

STATE OF _____)

)ss

County of _____)

Signed and sworn (or affirmed before me on this _____ day of _____, 2022.

(Signature of Notary)

(Notary Stamp)

INDEPENDENT CONTRACTOR AGREEMENT

Contract No. 23300003

Title: FY23 Landfill Equipment Repair and Preventative Maintenance

CONTRACT ACCEPTANCE AND EXECUTION:

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of August 4, 2022 approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 23300003**. Further, the Board of Supervisors authorizes the Mayor of Carson City, Nevada to sign this document and record the signature for the execution of this Contract in accordance with the action taken.

CARSON CITY, NEVADA

LORI BAGWELL, MAYOR

DATED this 4th day of August, 2022.

ATTEST:

AUBREY ROWLATT, CLERK-RECORDER

DATED this 4th day of August, 2022.

**Offer:**

Cashman Equipment (Cashman) is pleased to offer you this Planned Maintenance (PM) Customer Value Agreement (CVA) for your equipment.

Scope:

This Planned Maintenance (PM) Agreement is to provide our customers with factory represented professional service and ensure that our customers' equipment is maintained in accordance with Caterpillars' maintenance guidelines, specific to each machines' operation and application.

Duration:

This Agreement provides PM support for 12 months. PM services will be scheduled and completed at the appropriate SMU.

Escalation:

Parts:
This CVA cost will be fixed at the rate indicated in the rate tables included in this CVA. Notwithstanding the foregoing, Cashman reserves the right to adjust parts pricing at any time during this CVA based on, among other factors, any parts price escalation Cashman receives from a parts manufacturer. In the event a parts price increase is warranted, notice of the parts pricing escalation will be sent to you. Please note that such notice may be included on an invoice.

Equipment List: See attachment(s) for detailed information containing quantity and intervals of planned maintenance pricing.

Services Performed:

Scheduled routine Planned Maintenance will be performed in accordance with Caterpillar's and as applicable, other Manufacturer's recommendations as described in their Operations and Maintenance Manual. If no Operation and Maintenance Manual is available, the PM will be performed based on specification of a like or similar Caterpillar model.

Limitations:

PM trucks are not equipped to perform all services listed in the OMM, and are not intended to be an alternative to Field Repair Services. Parts or labor not included under our standard PM Service may be provided at an additional charge. Standard PM intervals are PM 1 = 250, PM 2 = 500, PM 3 = 1000, PM 4 = 2000 hour, and PM 5 = Hydraulic Fluid Change at OMM designated interval. PM 5 will need be done in conjunction with a PM 1, PM 2, PM 3, or PM 4.

Inclusions:

- Travel is included.
- All labor required for performing each PM Service.
- All filters and fluids replaced with Caterpillar filters (where applicable) and Caterpillar fluids.
- Top-off of up to 1 gallon of fluid per compartment not replaced at the time of service.
- Fluid Samples performed by Cashman Fluids Analysis (CFA), with interpretations and online reports.
- Complete machine inspection utilizing Cat Inspect App with a PDF report. The inspection report will be email to your your Product Support Consultant (PSC) and the contact listed above.
- Transport and disposal of all used oil, used coolant and used filters.
- PM Support includes: Lube Truck, Travel, Grease, Contamination Control, VisionLink, Condition Monitoring, CVA Coordinator.
- Notes: Engine Oil Filter, Primary Air Filter and Engine oil included with the PM 1 (250 hour) service.



Exclusions:

- Coolant is not included
- Any scheduled or unscheduled repairs except what is included in this CVA.
- Replacement or repairs of any non-PM item including Ground Engaging Tools (GET), tires, v-belts, lights, wiring harnesses, hoses or Product Link components (including the module or antenna).
- Major Adjustment services not included
- Engine Intake/Exhaust valve adjustments and Unit Injector adjustments (overhead adjustments), if applicable.
- Receiver Dryer (Refrigerant) Replacement, ARD Spark Plug Replacement, Diesel Particulate Filters, and other emissions related items if applicable.
- Machine problems or preventive maintenance problems caused by operator error or abuse, vandalism or negligence, including failures or problems caused by improper or inadequate machine maintenance not performed by Cashman.
- Sales tax is not included in pricing.
- Please see your Product Support Consultant (PSC) to discuss servicing and pricing of any excluded items.

Customer Responsibilities:

- Provide a primary point of contact to inform of machine hours and exact service location. Machines without Caterpillar's Product Link installed, the customer must notify Cashman of the accumulated hours as stated on the Service Meter Unit. This is required a minimum of once a month.
- Please send hours to CVA Coordinator by email at cva@cashmanequipment.com or call direct at 702-633-4502, toll free (800) 937-2326.
- Daily, Weekly or As Required PM services as outlined in the Caterpillar Operation and Maintenance Manual, including adding any makeup fluids that meet OMM specification.
- Any repairs, inspections, maintenance and required cleaning outside of the scope of this Agreement. Customer must provide adequate cleaning of the machine prior to arrival of PM Service truck. Allow timely access to the machine for PM Services. Customer must make equipment available at a reasonable work location, accessible to vehicles, during normal working hours unless otherwise agreed upon.
- Service calls can be arranged by contacting the CVA Coordinator listed above or your Product Support Consultant (PSC).

Contact for Scheduling PM Services: _____



Customer: **Carson City Landfill**
 Attn: **Allen Annett**
 Acct No: **101645**
 Salesman: **Brian Leavitt**

Proposal Date: 6/2/2022

Model:	Serial #:	SMU Interval	PM	Per Event	Parts	Labor	PM Support
966M	KJP00826	250	PM 1	\$1,061.00	\$375.00	\$536.00	\$150.00
		500	PM 2	\$1,716.00	\$896.00	\$670.00	\$150.00
		1000	PM 3	\$2,063.00	\$1,109.00	\$804.00	\$150.00
		2000	PM 4	\$3,594.00	\$2,238.00	\$1,206.00	\$150.00
		3000	PM 5	\$833.00	\$699.00	\$134.00	\$0.00
966M	EJA03270	250	PM 1	\$1,065.00	\$379.00	\$536.00	\$150.00
		500	PM 2	\$1,695.00	\$875.00	\$670.00	\$150.00
		1000	PM 3	\$2,042.00	\$1,088.00	\$804.00	\$150.00
		2000	PM 4	\$3,815.00	\$2,459.00	\$1,206.00	\$150.00
		3000	PM 5	\$833.00	\$699.00	\$134.00	\$0.00
D8T	FMC00317	250	PM 1	\$1,200.00	\$514.00	\$536.00	\$150.00
		500	PM 2	\$1,853.00	\$899.00	\$804.00	\$150.00
		1000	PM 3	\$2,986.00	\$1,898.00	\$938.00	\$150.00
		2000	PM 4	\$3,412.00	\$2,056.00	\$1,206.00	\$150.00
		2000	PM 5	\$558.00	\$424.00	\$134.00	\$0.00
143H	APN00996	250	PM 1	\$1,055.00	\$369.00	\$536.00	\$150.00
		500	PM 2	\$2,101.00	\$1,147.00	\$804.00	\$150.00
		1000	PM 3	\$2,533.00	\$1,445.00	\$938.00	\$150.00
		2000	PM 4	\$3,489.00	\$2,133.00	\$1,206.00	\$150.00
		4000	PM 5	\$452.00	\$318.00	\$134.00	\$0.00
C7	G9R00977	250	PM 1	\$557.00	\$139.00	\$268.00	\$150.00
		500	PM 2	\$1,359.00	\$539.00	\$670.00	\$150.00
		1000	PM 3	\$1,389.00	\$569.00	\$670.00	\$150.00
		2000	PM 4	\$1,812.00	\$590.00	\$1,072.00	\$150.00
		2000	PM 5	\$8,580.00	\$8,044.00	\$536.00	\$0.00
329EL	ZCD00637	250	PM 1	\$1,075.00	\$389.00	\$536.00	\$150.00
		500	PM 2	\$1,685.00	\$731.00	\$804.00	\$150.00
		1000	PM 3	\$2,085.00	\$997.00	\$938.00	\$150.00
		2000	PM 4	\$2,503.00	\$1,281.00	\$1,072.00	\$150.00
		6000	PM 5	\$1,129.00	\$995.00	\$134.00	\$0.00
730	3T300508	250	PM 1	\$1,147.00	\$461.00	\$536.00	\$150.00
		500	PM 2	\$2,377.00	\$1,155.00	\$1,072.00	\$150.00
		1000	PM 3	\$3,420.00	\$1,930.00	\$1,340.00	\$150.00
		2000	PM 4	\$4,724.00	\$2,698.00	\$1,876.00	\$150.00
		4000	PM 5	\$1,125.00	\$857.00	\$268.00	\$0.00
826H	AWF00298	250	PM 1	\$1,097.00	\$411.00	\$536.00	\$150.00
		500	PM 2	\$2,048.00	\$1,094.00	\$804.00	\$150.00
		1000	PM 3	\$2,596.00	\$1,508.00	\$938.00	\$150.00
		2000	PM 4	\$3,854.00	\$2,364.00	\$1,340.00	\$150.00
		2000	PM 5	\$642.00	\$508.00	\$134.00	\$0.00



Model:	Serial #:	SMU Interval	PM	Per Event	Estimated Parts	Labor	PM Support
A-45	VCE0A45GA00342453	250	PM 1	\$913.00	\$495.00	\$268.00	\$150.00
		500	PM 2	\$2,431.00	\$1,075.00	\$1,206.00	\$150.00
		1000	PM 3	\$3,924.00	\$2,300.00	\$1,474.00	\$150.00
		2000	PM 4	\$5,195.00	\$3,035.00	\$2,010.00	\$150.00
		2000	PM 5	\$1,108.00	\$974.00	\$134.00	\$0.00
A40D	A40DV70314	250	PM 1	\$1,238.00	\$552.00	\$536.00	\$150.00
		500	PM 2	\$2,459.00	\$1,237.00	\$1,072.00	\$150.00
		1000	PM 3	\$4,855.00	\$2,561.00	\$2,144.00	\$150.00
		2000	PM 4	\$5,709.00	\$3,415.00	\$2,144.00	\$150.00
		2000	PM 5	\$1,447.00	\$1,313.00	\$134.00	\$0.00
D275A	AX52030091	250	PM 1	\$1,535.00	\$715.00	\$670.00	\$150.00
		500	PM 2	\$2,670.00	\$1,314.00	\$1,206.00	\$150.00
		1000	PM 3	\$5,027.00	\$3,135.00	\$1,742.00	\$150.00
		2000	PM 4	\$5,316.00	\$3,156.00	\$2,010.00	\$150.00
		2000	PM 5	\$942.00	\$808.00	\$134.00	\$0.00
Aljon 500	20R-14763-03	250	PM 1	\$2,779.00	\$1,691.00	\$938.00	\$150.00
		500	PM 2	\$3,208.00	\$1,718.00	\$1,340.00	\$150.00
		1000	PM 3	\$4,483.00	\$2,457.00	\$1,876.00	\$150.00
		2000	PM 4	\$4,617.00	\$2,457.00	\$2,010.00	\$150.00
		2000	PM 5	\$3,321.00	\$3,053.00	\$268.00	\$0.00

**Cashman Equipment**

3300 St. Rose Parkway
Henderson, Nevada 89052
800.937.2326 tel
702.633.4699 fax

City of Carson Landfill # 101645

Cashman Equipment Labor Rate effective 6-01-22

Labor for Services not covered by the CVA will be charged at the following rates:

Construction Field Labor Regular time	\$ 190.00	overtime \$225.00
Travel	\$ 190.00	
Construction Shop Labor	\$ 165.00	overtime \$ 200.00
Freight to shop is additional		
Lube Service rates Northern NV		
Signed CVA Contract	\$134.00	
NON contract	\$150.00	

Overtime is Saturday after 6 PM Sundays and holidays

Brian Leavitt
Cashman Equipment
775-843-0003



STAFF REPORT

Report To: Board of Supervisors

Meeting Date: August 4, 2022

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

Agenda Title: For Possible Action: Discussion and possible action regarding purchase authority for 36 vehicles for several Carson City departments, for a not to exceed amount of \$3,655,551.37 utilizing the following nine joinder contracts: (1) 99SWC-NV21-8888 between the State of Nevada and Michael Hohl Motor Company; (2) 99SWC-NV21-8815 between the State of Nevada and Capital Ford; (3) HGAC FS12-19 between the Houston-Galveston Area Counsel ("Houston") and Siddons Martin Emergency Group, LLC; (4) HGAC FS12-19A between Houston and Siddons Martin Emergency Group, LLC; (5) AM10-20 between Houston and Professional Sales and Service, LC; (6) 121918-MNR between Sourcewell and Monroe Towmaster, LLC; (7) 032119-JDC between Sourcewell and John Deere Construction Retail Sales; (8) 032119-CNH between Sourcewell and CNH Industrial America LLC; and (9) GS-07F-169DA between the United States General Services Administration and Lenco Industries, Inc. (Carol Akers, CAkers@carson.org and Mike Shaffer, MShaffer@carson.org)

Staff Summary: Multiple City departments are seeking to replace vehicles due to the age and/or condition of the vehicles. The vehicles being replaced are at the end of their useful lives and are no longer cost-effective to maintain. Staff seeks approval for a total of 36 vehicles to be replaced. These requested purchases were planned for and are funded as part of the approved Fiscal Year ("FY") 2023 Capital Improvement Vehicle Replacement Program.

Agenda Action: Formal Action / Motion

Time Requested: Consent

Proposed Motion

I move to approve the purchase authority as requested.

Board's Strategic Goal

Efficient Government

Previous Action

May 19, 2022 – The Board of Supervisors approved the Final Budget for FY 2023, including the Capital Improvement Vehicle Replacement Program.

Background/Issues & Analysis

Please refer to the attached spreadsheet for all replacement information. These proposed purchases were approved as part of the FY 2023 Capital Improvement Vehicle Replacement Program.

The vehicles being replaced are at the end of their useful lives and will be sent to auction for sale.

All quotes have been verified and all vendors have confirmed they will honor quotes as provided.

Joinder contracts being utilized:

1. State of Nevada and Michael Hohl Motor Company (Contract #: 99SWC-NV21-8888, Expires 6/30/2023):

[https://purchasing.nv.gov/Contracts/Documents/Vehicle_Purchases/#Michael%20Hohl%20Motor%20Company%20\(99SWC-NV21-8888\)](https://purchasing.nv.gov/Contracts/Documents/Vehicle_Purchases/#Michael%20Hohl%20Motor%20Company%20(99SWC-NV21-8888))

2. State of Nevada and Capital Ford (Contract #: 99SWC-NV21-8815, Expires 6/30/2023)

[https://purchasing.nv.gov/Contracts/Documents/Vehicle_Purchases/#Capital%20Ford%20\(99SWC-NV21-8815\)](https://purchasing.nv.gov/Contracts/Documents/Vehicle_Purchases/#Capital%20Ford%20(99SWC-NV21-8815))
)

3. Houston and Siddons Martin Emergency Group, LLC (Contract #: FS12-19, Expires 5/31/2023)

<https://www.hgacbuy.org/products-and-services/view-contract?contractid=85>

4. Houston and Siddons Martin Emergency Group, LLC (Contract #: FS12-19A, Expires 5/31/2023)

<https://www.hgacbuy.org/products-and-services/view-contract?contractid=102>

5. Houston and Professional Sales and Service, LC (Contract #: AM10-20, Expires 9/30/2022)

<https://www.hgacbuy.org/products-and-services/view-contract?contractid=106>

6. Sourcewell and Monroe Towmaster, LLC (Contract #: 121918-MNR, Expires 2/11/2023)

<https://www.sourcewell-mn.gov/cooperative-purchasing/121918-mnr#tab-contract-documents>

7. Sourcewell & John Deere Construction Retail Sales (Contract #: 032119-JDC, Expires 5/13/2023)

<https://www.sourcewell-mn.gov/cooperative-purchasing/032119-jdc#tab-contract-documents>

8. Sourcewell and CNH Industrial America LLC (Contract #: 032119-CNH, Expires 5/13/2023)

<https://www.sourcewell-mn.gov/cooperative-purchasing/032119-cnh-1#tab-contract-documents>

9. United States General Services Administration and Lenco Industries, Inc. (Contract #: GS-07F-169DA, Expires 8/22/2026)

https://www.gsaadvantage.gov/ref_text/GS07F169DA/0WNKW5.3SDXUW_GS-07F-169DA_BCPRICELIST091521WTCS.PDF

Applicable Statute, Code, Policy, Rule or Regulation

NRS 332.195

Financial Information

Is there a fiscal impact? Yes

If yes, account name/number: Capital Projects Fund, Vehicle Replacement Account / 2101002-507705

Capital Projects Fund, Sheriff's Equipment Account / 2102020-506561

Landfill Fund, Landfill Equipment Account / 2103939-506502

Street Maintenance Fund, Vehicle Replacement Account / 2563038-507705

Ambulance Fund, Equipment Account / 5012525-507775

Stormwater Drainage Fund, Equipment Account / 5053702-507775

Wastewater Fund, Vehicle Replacement Account / 5103201-507705

Water Fund, Vehicle Replacement Account / 5203502-507705

Fleet Management Fund, Vehicle Replacement Account / 5603025-507705

Is it currently budgeted? Yes

Explanation of Fiscal Impact: 2101002-507705 will be decreased by a not to exceed amount of \$1,949,299.09; the available balance is \$1,979,100.47, total budgeted in FY 23 for these vehicles was \$1,795,000, and \$560,000 will be rolled forward from FY 2022 in the City's first round of augmentations as the City did not refurbish a brush truck, as approved in FY 2022, and instead in FY 2023 will purchase a new brush truck.

2102020-506561 will be decreased by a not to exceed amount of \$414,125.88; the available balance is \$479,802.00

2103939-506502 will be decreased by a not to exceed amount of \$50,772.65; the available balance is \$2,197,176.00

2563038-507705 will be decreased by a not to exceed amount of \$365,317.80; the available balance is \$480,000.00

5012525-507775 will be decreased by a not to exceed amount of \$361,467.00; the available balance is \$581,518.00

5053702-507775 will be decreased by a not to exceed amount of \$47,552.45; the available balance is \$50,000.00

5103201-507705 will be decreased by a not to exceed amount of \$156,602.65; the available balance is \$190,000.00

5203502-507705 will be decreased by a not to exceed amount of \$214,952.55; the available balance is \$265,000.00

5603025-507705 will be decreased by a not to exceed amount of \$95,461.30; the available balance is \$115,000.00

*Vehicle upfit costs are not included in the current vehicle cost as these will be obtained separately.

Alternatives

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

Attachments:

[FY22-23 Vehicles and Equipment np.pdf](#)

[CIP Ranking FY23 \(1\) -FLEET FINAL.pdf](#)

[FY22-23 Vehicle Quotes_8-4-22.pdf](#)

Board Action Taken:

Motion: _____

1) _____

2) _____

Aye/Nay

(Vote Recorded By)

New Vehicle Purchase/ Equipment Reference ID	Fund	Department	Year	Equip #	Mileage/ Hours	Years of Service	Type of Unit	*FY 22/23 Budget	Vehicle Quote	Replacement Vehicle Make and Model	Vendor	Contract/PO	BOS Date
1	2103939-506502	LANDFILL	2006	7905	16,124	16	LF DOZER	\$ 975,000.00					<i>Has not been purchased</i>
2	2103939-506502	LANDFILL			NEW-SUPPLEMENTAL			\$ 55,000.00	\$ 50,772.65	Chevy Silverado 1500 Crew Cab Truck	Michael Hohl	State of Nevada (99SWC-NV21-8888)	8/4/2022
LANDFILL TOTAL =								\$ 1,030,000.00	\$ 50,772.65				
3	2101002-507705	FIRE	2006	2221	105,848	16	FD CHEVY TAHOE	\$ 65,000.00	\$ 44,688.65	Chevy Silverado 1500 Double Cab Truck	Michael Hohl	State of Nevada (99SWC-NV21-8888)	8/4/2022
4	2101002-507705	FIRE	2007	2230	112,792	15	FD CHEVY TAHOE	\$ 65,000.00	\$ 44,688.65	Chevy Silverado 1500 Double Cab Truck	Michael Hohl	State of Nevada (99SWC-NV21-8888)	8/4/2022
5	2101002-507705	FIRE	2008	5520	96,950	14	FD FORD F250	\$ 65,000.00	\$ 58,235.25	Chevy Silverado 2500 Crew Cab Truck	Michael Hohl	State of Nevada (99SWC-NV21-8888)	8/4/2022
6	2101002-507705	FIRE	2008	5517	104,333	14	FD FORD F250	\$ 65,000.00	\$ 44,688.65	Chevy Silverado 1500 Double Cab Truck	Michael Hohl	State of Nevada (99SWC-NV21-8888)	8/4/2022
7	2101002-507705	FIRE	2008	5528	105,098	14	FD CHEVY 2500	\$ 65,000.00	\$ 44,688.65	Chevy Silverado 1500 Double Cab Truck	Michael Hohl	State of Nevada (99SWC-NV21-8888)	8/4/2022
8	2101002-507705	FIRE	2000	7105	30,983	22	FD BRUSH TRUCK B52	\$ 515,000.00	\$ 453,418.00	BME International HV507 Type 3	Siddons Martin	HGAC FS12-19	8/4/2022
9	2101002-507705	FIRE	2001	7106	39,669	21	FD BRUSH TRUCK B51	\$ 515,000.00	\$ 384,335.00	Skeeter Ford F550 Type 5	Siddons Martin	HGAC FS12-19A	8/4/2022
Carryover from FY 22 - Did not refurbish Brush Trucks								\$ (560,000.00)					
FIRE TOTAL =								\$ 795,000.00	\$ 1,074,742.85				
10	5012525-507775	FIRE-AMBULANCE	2007	3012	129,751	15	FD AMBULANCE	\$ 290,000.00	\$ 361,467.00	AEV-Ford F450 Ambulance	PSS	HGAC (AM10-20)	8/4/2022
11	5012525-507775	FIRE-AMBULANCE	2012	4204	125,386	10	FD VAN MT4	\$ 125,000.00	Replacement for MedTrans Van will not be purchased as originally planned and approved as part of the FY 2023 vehicle replacement program. The savings will be used to fund the overage for replacing the existing Fire Ambulance (#3012).				
FIRE-AMBULANCE TOTAL =								\$ 415,000.00	\$ 361,467.00				
12	5203502-507705	WATER	2008	5523	124,846	13	WM FORD F250	\$ 65,000.00	\$ 47,552.45	Chevy Silverado 2500 Double Cab Truck	Michael Hohl	State of Nevada (99SWC-NV21-8888)	8/4/2022
13	5203502-507705	WATER	2008	6105	83,325	14	WM FORD F350	\$ 75,000.00	\$ 58,349.89	Chevy Silverado 2500 Double Cab Utility Truck	Michael Hohl	State of Nevada (99SWC-NV21-8888)	8/4/2022
14	5203502-507705	WATER	2004	8200	8,371	18	WM JOHN DEERE FRONT LOADER	\$ 125,000.00	\$ 109,050.21	John Deere 644P Wheel Loader (\$327,150.62, Split cost w/STREETS MAINT and SEWER MAINT)	PAPE	Sourcwell (#032119-JDC)	8/4/2022
WATER TOTAL =								\$ 265,000.00	\$ 214,952.55				
15	2101002-507705	PARKS	2000	5121	105	22	PA PICKUP	\$ 45,000.00	\$ 44,688.65	Chevy Silverado 1500 Double Cab Truck	Michael Hohl	State of Nevada (99SWC-NV21-8888)	8/4/2022
16	2101002-507705	PARKS	2001	5237	119,364	21	PA PICKUP	\$ 45,000.00	\$ 44,688.65	Chevy Silverado 1500 Double Cab Truck	Michael Hohl	State of Nevada (99SWC-NV21-8888)	8/4/2022
17	2101002-507705	PARKS	2004	5401	83,577	17	PA PICKUP	\$ 55,000.00	\$ 58,349.89	Chevy Silverado 2500 Double Cab Utility Truck	Michael Hohl	State of Nevada (99SWC-NV21-8888)	8/4/2022
18	2101002-507705	PARKS	2008	5708	179,268	14	PA PICKUP	\$ 65,000.00	\$ 58,349.89	Chevy Silverado 2500 Double Cab Utility Truck	Michael Hohl	State of Nevada (99SWC-NV21-8888)	8/4/2022
19	2101002-507705	PARKS	1980	8801		42	PA COVERED TRAILER	\$ 15,000.00	<i>Has not been purchased</i>				
20	2101002-507705	PARKS	1970	8934		52	PA UTILITY TRAILER WITH RAMP	\$ 15,000.00	<i>Has not been purchased</i>				
21	2101002-507705	PARKS	1996	8110	5,205	26	PA BACKHOE	\$ 175,000.00	\$ 166,676.70	CASE 590SN Backhoe	Case via Sonsray	Sourcwell (032119-CNH)	8/4/2022
PARKS TOTAL =								\$ 415,000.00	\$ 372,753.78				

New Vehicle Purchase/ Equipment Reference ID	Fund	Department	Year	Equip #	Mileage/ Hours	Years of Service	Type of Unit	*FY 22/23 Budget	Vehicle Quote	Replacement Vehicle Make and Model	Vendor	Contract/PO	BOS Date
22	2563038-507705	STREETS MAINT	2008	6306	112,728	13	ST 1.5 Ton Dump Body Truck	\$ 80,000.00	\$ 84,749.59	Chevy Silverado 1.5 Ton Dump Truck	Michael Hohl	State of Nevada (99SWC-NV21-8888)	8/4/2022
23	2563038-507705	STREETS MAINT	2006	6404	50,089	16	ST 5 Yard Dump Truck Body	\$ 275,000.00	\$ 171,518.00	Monroe 5 Yard Dump Truck Body	Monroe	Sourcwell (121918-MNR)	8/4/2022
							ST 5 Yard Dump Truck Sander/Plow				The 5 Yard Dump Truck Sander/Plow replacement for #6404 has not been purchased		
14	2563038-507705	STREETS MAINT	2004	8200	8,371	18	WM JOHN DEERE FRONT LOADER	\$ 125,000.00	\$ 109,050.21	John Deere 644P Wheel Loader (\$327,150.62, Split cost w/WATER and SEWER MAINT)	PAPE	Sourcwell (#032119-JDC)	8/4/2022
24	2563038-507705	STREETS MAINT					NEW-SUPPLEMENTAL	\$50,000					Has not been purchased
STREETS MAINT TOTAL =								\$ 530,000.00	\$ 365,317.80				
25	2253026-507705	TRANSIT- JAC	2015	4241	88,936	7	JAC BUS	\$ 190,000.00					Has not been purchased (RTC to Award)
26	2253026-507705	TRANSIT- JAC	2015	4242	99610	7	JAC BUS	\$ 190,000.00					Has not been purchased (RTC to Award)
TRANSIT-JAC TOTAL =								\$ 380,000.00	\$ -				
27	2101002-507705	SHERIFF	2011	111	122,758	11	SO TAHOE	\$ 75,000.00	\$ 54,729.85	Chevy Suburban (Off-Color)	Michael Hohl	State of Nevada (99SWC-NV21-8888)	8/4/2022
28	2101002-507705	SHERIFF	2003	313	109,723	19	FORD TAURUS	\$ 50,000.00					Has not been purchased
29	2101002-507705	SHERIFF	2003	314	120,188	19	FORD TAURUS	\$ 65,000.00	\$ 51,205.51	Chevy Tahoe (Black)	Michael Hohl	State of Nevada (99SWC-NV21-8888)	8/4/2022
30	2101002-507705	SHERIFF	2006	603	152,377	16	SO TAHOE	\$ 75,000.00	\$ 51,205.51	Chevy Tahoe (Off Color)	Michael Hohl	State of Nevada (99SWC-NV21-8888)	8/4/2022
31	2101002-507705	SHERIFF	2006	612	61,381	16	SO HARLEY DAVIDSON	\$ 50,000.00					Has not been purchased
32	2101002-507705	SHERIFF	2006	621	85,887	16	SO IMPALA SLICK TOP	\$ 75,000.00	\$ 51,205.51	Chevy Tahoe (Black)	Michael Hohl	State of Nevada (99SWC-NV21-8888)	8/4/2022
33	2101002-507705	SHERIFF	2007	720	120,370	15	SO FORD TAURUS	\$ 50,000.00					Has not been purchased
34	2101002-507705	SHERIFF	2019	914	22,009	3	SO TAHOE (Unit was totaled)	\$ 65,000.00	\$ 51,205.51	Chevy Tahoe (Black)	Michael Hohl	State of Nevada (99SWC-NV21-8888)	8/4/2022
35	2101002-507705	SHERIFF	2006	5516	144,273	16	SO JAIL CREW TRUCK	\$ 55,000.00	\$ 50,772.65	Chevy Silverado 1500 Crew Cab Truck	Michael Hohl	State of Nevada (99SWC-NV21-8888)	8/4/2022
36	2101002-507705	SHERIFF	2001	5529	105,794	21	SO S&R TRUCK	\$ 55,000.00	\$ 58,349.89	Chevy Silverado 2500 Double Cab Utility Truck	Michael Hohl	State of Nevada (99SWC-NV21-8888)	8/4/2022
37	2102020-506561	SHERIFF					NEW-SUPPLEMENTAL	\$ 74,593.00	\$ 49,414.75	Ford Transit	Capital Ford	State of Nevada (99SWC-NV21-8815)	8/4/2022
38	2102020-506561	SHERIFF					NEW-SUPPLEMENTAL	\$ 65,000.00	\$ 58,633.13	Chevy Silverado 1500 Crew Cab PPV Truck	Michael Hohl	State of Nevada (99SWC-NV21-8888)	8/4/2022
**39	2102020-506561	SHERIFF	2013	303	20,559	9	SO MWRAP	\$ 286,453.00	\$ 306,078.00	Lenco BearCat Armored Vehicle	Lenco	GSA (GS-07F-169DA)	8/4/2022
SHERIFF TOTAL =								\$ 1,041,046.00	\$ 782,800.31				
40	2101002-507705	JUVENILE PROBATION	2006	1201	81,180	16	JV IMPALA	\$ 45,000.00	\$ 34,802.93	Chevy Traverse	Michael Hohl	State of Nevada (99SWC-NV21-8888)	8/4/2022
41	2101002-507705	JUVENILE PROBATION	2006	1202	70,329	16	JV IMPALA	\$ 45,000.00	\$ 50,772.65	Chevy Silverado 1500 Crew Cab Truck	Michael Hohl	State of Nevada (99SWC-NV21-8888)	8/4/2022
JUVENILE PROBATION =								\$ 90,000.00	\$ 85,575.58				
42	5603025-507705	FLEET	2001	5512	90,247	21	FS PICKUP	\$ 50,000.00	\$ 50,772.65	Chevy Silverado 1500 Crew Cab Truck	Michael Hohl	State of Nevada (99SWC-NV21-8888)	8/4/2022
43	5603025-507705	FLEET					NEW-SUPPLEMENTAL	\$ 65,000.00	\$ 44,688.65	Chevy Silverado 1500 Double Cab Truck	Michael Hohl	State of Nevada (99SWC-NV21-8888)	8/4/2022
FLEET TOTAL =								\$ 115,000.00	\$ 95,461.30				
44	2101002-507705	BUILDING MAINT	2003	5322	63,822	19	BM PICKUP	\$ 60,000.00	\$ 47,552.45	Chevy Silverado 2500 Double Cab Truck	Michael Hohl	State of Nevada (99SWC-NV21-8888)	8/4/2022

New Vehicle Purchase/ Equipment Reference ID	Fund	Department	Year	Equip #	Mileage/ Hours	Years of Service	Type of Unit	*FY 22/23 Budget	Vehicle Quote	Replacement Vehicle Make and Model	Vendor	Contract/PO	BOS Date
BUILDING MAINT TOTAL =								\$ 60,000.00	\$ 47,552.45				
45	5053702-507775	STORMWATER	2006	8410	5,620	16	VAC TRUCK	\$ 485,000.00	\$ 571,647.00	VAC-CON VAC TRUCK	MME	Sourcwell (#101221-VAC)	Approved on 5/19/2022
46	5053702-507775	STORMWATER	2005	8826	380	17	SD LIGHT TOWER	\$ 20,000.00					Has not been purchased
47	5053702-507705	STORMWATER					NEW-SUPPLEMENTAL	\$ 50,000.00	\$ 47,552.45	Chevy Silverado 2500 Double Cab Truck	Michael Hohl	State of Nevada (99SWC-NV21-8888)	8/4/2022
STORMWATER TOTAL =								\$ 555,000.00	\$ 619,199.45				
14	5103201-507705	SEWER MAINT	2004	8200	8,371	18	WM JOHN DEERE FRONT LOADER	\$ 125,000.00	\$ 109,050.20	John Deere 644P Wheel Loader (\$327,150.62, Split cost w/WATER and STREETS MAINT)	PAPE	Sourcwell (#032119-JDC)	8/4/2022
48	5103201-507705	SEWER MAINT	2008	5526	108	14	SM PICKUP	\$ 65,000.00	\$ 47,552.45	Chevy Silverado 2500 Double Cab Truck	Michael Hohl	State of Nevada (99SWC-NV21-8888)	8/4/2022
SEWER MAINT TOTAL =								\$ 190,000.00	\$ 156,602.65				
49	2101002-507705	LIBRARY	1997	4012	52,135	25	LB VAN	\$ 40,000.00					Has not been purchased
LIBRARY TOTAL =								\$ 40,000.00	\$ -				
ALL TOTAL =								\$ 5,921,046.00	\$ 4,227,198.37				
#45								\$ (485,000.00)	\$ (571,647.00)	#45 - Approved on 5/19/22 for delivery after 7/1/22			
FY 22 Budget Carryover								\$ 560,000.00	\$ 3,655,551.37	8/4/22 Total Request			
Not purchased yet								\$ (1,645,000.00)					
Total Budget 8/4/22								\$ 4,351,046.00					

* FY 22/23 Budget includes costs for vehicle purchase plus associated vehicle upfit costs
** Lenco BearCat Armored Vehicle (New Vehicle Purchase ID #39) replaces donated vehicle

Highlighted vehicles seeking approval under this agenda item.

2022-2023 Fleet Purchases Recommended by IFC for Funding								Comments
Fund	Department	Year	Equip #	Mileage	Years of Service	Type of Unit	Replacement Funding Recommended	
101	FIRE	2006	2221	103,350	16	FC Tahoe Chief503	65,000	2101002-507705
101	FIRE	2007	2230	108,432	15	FD Tahoe	65,000	2101002-507705
101	FIRE	2008	5517	99,978	14	FD Pickup PREV501	65,000	2101002-507705
101	FIRE	2008	5520	83,873	14	FD Pickup BAT50	65,000	2101002-507705
101	FIRE	2008	5528	98,368	14	FD Silverado Admin502	65,000	2101002-507705
101	FIRE	2000	7105	3,016	22	FD Brush Truck B52	515,000	2101002-507705
101	FIRE	2001	7106	3,523	21	FD Brush Truck B51	515,000	2101002-507705
101	FIRE			Savings from PY - Did not refurbish Brush Trucks			(560,000)	2101002-507705
101	JUVENILE PROBATION	2006	1201	79,045	16	JV Impala	45,000	2101002-507705
101	JUVENILE PROBATION	2006	1202	69,503	16	JV Impala	45,000	2101002-507705
101	LANDFILL	2006	7905	15,700	16	LF Compactor	975,000	2103939-506502
101	LANDFILL (New Supervisor)						55,000	2103939-506502
101	LIBRARY	1997	4012	51,607	25	LB Villager	40,000	2101002-507705
101	PARKS	2000	5121	104,039	22	PA Pickup	45,000	2101002-507705
101	PARKS	2001	5237	118,267	21	PA Pickup	45,000	2101002-507705
101	PARKS	2004	5401	80,752	18	PA Pickup	55,000	2101002-507705
101	PARKS	2008	5708	178,344	14	WM 3/4 Ton Crew Cab Pickup	65,000	2101002-507705
101	PARKS	1996	8110	4,458	26	PA Backhoe	175,000	2101002-507705
101	PARKS	1980	8801	0	42	PA Covered Trailer	15,000	2101002-507705
101	PARKS	1970	8934	0	52	PA 2 Wheel with Ramp Utility Trailer	15,000	2101002-507705
101	BUILDING MAINTENANCE	2003	5322	59,515	19	BM Pickup	60,000	2101002-507705
101	SHERIFF	2011	111	115,240	11	SO Tahoe	75,000	2101002-507705
101	SHERIFF	2003	313	107,927	19	SO Taurus	50,000	2101002-507705
101	SHERIFF	2003	314	118,765	19	SO Taurus	65,000	2101002-507705
101	SHERIFF	2006	603	145,565	16	SO Tahoe	75,000	2101002-507705
101	SHERIFF	2006	612	60,603	16	SO Harley Davidson	50,000	2101002-507705
101	SHERIFF	2006	621	84,358	16	SO Impala	75,000	2101002-507705
101	SHERIFF	2007	720	118,862	15	SO Taurus	50,000	2101002-507705
101	SHERIFF	2019	914	22,009	3	SO Tahoe	65,000	2101002-507705
101	SHERIFF	2001	5529	105,753	21	SO S&R Pickup	55,000	2101002-507705
101	SHERIFF	2006	5516	140,750	16	SO Inmate Crew Pickup	55,000	2101002-507705
101	SHERIFF					CSI Vehicle	74,593	2102020-506561
101	SHERIFF					Pick-up Behavior Health Peace Officer	65,000	2102020-506561
101	SHERIFF					Bearcat 3	286,453	2102020-506561
						GENERAL FUND-CAPITAL PROJECTS	3,471,046	
225	TRANSIT	2015	4241	85,030	7	JAC Bus	190,000	2253026-507705
225	TRANSIT	2015	4242	92,000	7	JAC Bus	190,000	2253026-507705
							380,000	
256	STREET MAINTENANCE	2008	6306	108,883	14	ST 1.5 Ton Dump Body Truck	80,000	2563038-507705
256	STREET MAINTENANCE	2006	6404	78,952	16	ST 5 Yard Dump Truck Sander/Plow	275,000	2563038-507705
256	STREET MAINTENANCE	2004	8200	8,100	18	ST Front Loader	125,000	2563038-507705
256	STREET MAINTENANCE					Traffic System Forman - vehicle	50,000	2563038-507705
							530,000	
501	FIRE-Ambulance	2007	3012	129,751	15	FD Ambulance R152	290,000	5012525-507775
501	FIRE-Ambulance	2012	4204	125,386	10	FD Van MT4	125,000	5012525-507775
							415,000	
505	STORMWATER DRAINAGE	2006	8410	25,681	16	SD Hyrdo-vac Truck	485,000	5053702-507775
505	STORMWATER DRAINAGE	2005	8826	380	17	SD Light Tower	20,000	5053702-507775
505	STORMWATER DRAINAGE					Stormwater Tech Vehicle	50,000	5053702-507775
							555,000	
510	SEWER MAINTENANCE	2008	5526	107,639	14	SM Pickup	65,000	5103201-507705
510	SEWER MAINTENANCE	2004	8200	8,100	18	ST Front Loader	125,000	5103201-507705
							190,000	
520	WATER	2008	5523	120,157	14	WM Pickup	65,000	5203502-507705
520	WATER	2008	6105	79,618	14	WM 1 Ton Utility Truck	75,000	5203502-507705
520	WATER	2004	8200	8,100	18	ST Front Loader	125,000	5203502-507705
							265,000	
560	FLEET MANAGEMENT	2001	5512	89,745	21	FS Pickup	50,000	5603055-507775
560	FLEET MANAGEMENT					New Vehicle - Radio Program	65,000	5603055-507775
							115,000	
						TOTAL FLEET	5,921,046	



MICHAEL HOHL MOTORS

TERRY ROUDA | 806-474-6654 | terry.rouda@michaelhohl.com

Vehicle: [Fleet] 2023 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (✔ Complete)

Quote: New Quote 1500 CREW WT V8 SB

Quote Worksheet

1- LANDFILL (Reference ID #2)
1- FLEET (Reference ID #42)
1- SHERIFF (Reference ID #35)
1- JUVENILE PROBATION (Reference ID #41)

	MSRP
Base Price	\$44,600.00
Dest Charge	\$1,795.00
Total Options	\$6,960.00
Subtotal	\$53,355.00
BID ASSIST	(\$6,400.00)
NV STATE ADMIN FEE	\$502.00
Subtotal Pre-Tax Adjustments	(\$5,898.00)
Less Customer Discount	\$3,287.40
Subtotal Discount	\$3,287.40
Trade-In	\$0.00
Subtotal Trade-In	\$0.00
Taxable Price	\$50,744.40
Sales Tax	\$0.00
Subtotal Taxes	\$0.00
TITLE TRANSFER FEE	\$28.25
Subtotal Post-Tax Adjustments	\$28.25
Total Sales Price	\$50,772.65

Comments:

MIKE WT CREW WT 1500 V8 SB

Dealer Signature / Date

Customer Signature / Date

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 16930. Data Updated: Jul 12, 2022 6:52:00 PM PDT.



MICHAEL HOHL MOTORS

TERRY ROUDA | 806-474-6654 | terry.rouda@michaelhohl.com

Vehicle: [Fleet] 2023 Chevrolet Silverado 1500 (CK10753) 4WD Double Cab 147" Work Truck (Complete)

Quote: New Quote 1500 DBL WT 4T

4- FIRE (Reference IDs #3, #4, #6, #7)
2- PARKS (Reference ID #15, #16)
1- FLEET (Reference ID #43)

Quote Worksheet

	MSRP
Base Price	\$42,200.00
Dest Charge	\$1,795.00
Total Options	\$2,540.00
Subtotal	\$46,535.00
BID ASSIST	(\$6,300.00)
NV STATE ADMIN FEE	\$442.00
Subtotal Pre-Tax Adjustments	(\$5,858.00)
Less Customer Discount	\$3,983.40
Subtotal Discount	\$3,983.40
Trade-In	\$0.00
Subtotal Trade-In	\$0.00
Taxable Price	\$44,660.40
Sales Tax	\$0.00
Subtotal Taxes	\$0.00
TITLE TRANSFER	\$28.25
Subtotal Post-Tax Adjustments	\$28.25
Total Sales Price	\$44,688.65

Comments:

MIKE WT DBL WT 1500 SB 4T

Dealer Signature / Date

Customer Signature / Date

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Data Version: 16930 Data Updated: Jul 12, 2022 6:52:00 PM PDT.

RETAIL ORDER FOR A MOTOR VEHICLE

1- FIRE (Reference ID #5)

**MICHAEL HOHL
MOTOR COMPANY**
3700 S. CARSON ST.
CARSON CITY, NV 89701
FAX: (775) 884-6024
(775) 883-5777

**MICHAEL HOHL
HONDA**
3800 S. CARSON ST.
CARSON CITY, NV 89701
FAX: (775) 885-8572
(775) 885-0400

**MICHAEL HOHL
SUBARU**
3910 S. CARSON ST.
CARSON CITY, NV 89701
FAX: (775) 885-8572
(775) 960-0400

07/07/22

CITY OF CARSON CITY
3303 BUTTI WAY #2

CARSON CITY
(775) 887-2342

NV 89701-6324
(775) 887-2342

TERRENCE ROUDA

PLEASE ENTER MY ORDER FOR THE FOLLOWING

MILES 11
MODEL OR SERIES SILVERADO 2500HD 4WD CREW CAB 1SUMMIT WHITE

NEW USED DEMO
 CAR TRUCK AS IS

YEAR 2022 MAKE CHEVROLET
MVI OR SERIAL NO. 1G64YMEY4NF337100

MILES 11 CYLINDERS STOCK NO CC22311

CASH DELIVERED PRICE OF UNIT \$ 58,207.00

USED CAR TRADE-IN AND/OR OTHER CREDITS

N/A N/A
N/A

MAKE OF TRADE-IN
YEAR MODEL BODY
MVI OR SERIAL NO.
BALANCE OWED TO
ADDRESS

I HEREBY ASSIGN ANY
FACTORY INCENTIVES TO
MICHAEL HOHL

USED TRADE-IN ALLOWANCE \$ N/A
BALANCE OWED ON TRADE-IN N/A
NET ALLOWANCE ON USED TRADE-IN \$ N/A
TAX CREDIT DUE FROM TRADE-IN (NEVADA) N/A
DEPOSIT OR CREDIT BALANCE N/A
DOWN PAYMENT (Trans. to Leaf Col.) \$ N/A

X
MSHAFFER@CARSON.ORG

TRADE-IN

BUYER AGREES THAT SHOULD PAYOFF ON TRADE-IN EXCEED THE ESTI-
MATED PAYOFF OR SHOULD A LENDER MISQUOTE THE PAYOFF, THE BUYER
WILL ASSUME ALL LIABILITY FOR EXCESS THEREOF

CASH SALE PRICE OF DESCRIBED VEHICLE 58,207.00

This vehicle carries no guarantee and is sold strictly AS IS.
No warranty, express or implied.

ZURICH SHIELD \$

DOCUMENTARY FEE (NOT A GOVERNMENT FEE) \$ 399.50XXX

STATE AND LOCAL TAXES N/A

LOST TITLE FEE AND OR
OUT OF STATE SPECIAL DRIVE-A-WAY PERMIT 28.25

1. TOTAL PRICE OF UNIT \$ 58,235.25

2. DOWN PAYMENT:
consisting of \$ N/A in cash
and/or \$ N/A net trade-in
allowance or trade-in, and \$ N/A
tax credit from trade-in. See statement
in right had column for details

3. UNPAID CASH BALANCE DUE ON DELIVERY \$ 58,235.25
(difference between items 1 and 2)

BUYER REPRESENTS THAT TRADE-IN IS THE YEAR, MAKE, MODEL, MODEL AND
POWERTRAIN SHOWN ON THE ORDER AND IS OF THE SAME MODEL, YEAR,
UNLESS A CONTRARY DISCLOSURE IS MADE IN WRITING ON THIS ORDER

BUYER REPRESENTS THAT THE TITLE TO THE TRADE-IN WILL BE CLEAR OF ANY
BRAND STATEMENT (TOTALLED, REBUILT, SALVAGE, FLOOD, ETC.). A TITLE
CONTAINING THE ABOVE MUST BE DISCLOSED IN WRITING ON THIS OR-
DER

THIS TRANSACTION SUBJECT TO CREDIT APPROVAL BY A
CONSUMER LENDING INSTITUTION, OTHER THAN MICHAEL
HOHL.

Purchaser agrees that this Order includes all of the terms and conditions on both the face and reverse side hereof, that this Order cancels and supersedes any prior agreement and as of the date hereof comprises the complete and exclusive statement of the terms of the agreement relating to the subject matters covered hereby and that THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY DEALER OR HIS AUTHORIZED REPRESENTATIVE PURCHASER BY HIS EXECUTION OF THIS ORDER MS AND CONDITIONS AND HAS RECEIVED A TRUE COPY OF THIS ORDER

07/07/22

ACCEPTED BY: 

Siddons Martin Emergency Group, LLC
 3033 Waltham Way
 Sparks, NV 89434
 DLR000050870

1- FIRE (Reference ID #8)



July 1, 2022

Mike Shaffer
 CARSON CITY FIRE DEPARTMENT
 777 S STEWART ST
 CARSON CITY, NV 89701

REPLACING 7105

Proposal For: 2022.5 Carson City BME

Siddons-Martin Emergency Group, LLC is pleased to provide the following proposal to CARSON CITY FIRE DEPARTMENT. Unit will comply with all specifications attached and made a part of this proposal. Total price includes delivery FOB CARSON CITY FIRE DEPARTMENT and training on operation and use of the apparatus.

Description	Amount						
Qty. 1 - 09226960 - BME International HV507 Type 3 (Unit Price - \$453,118.00) Delivery within 22-23 months of order date QUOTE # - SMEG-0004169-0	<table style="margin-left: auto; margin-right: 0;"> <tr> <td style="padding-right: 20px;">Vehicle Price</td> <td style="text-align: right;">\$453,118.00</td> </tr> <tr> <td style="padding-right: 20px;">Full Prepay Discount</td> <td style="text-align: right;">(\$1,700.00)</td> </tr> <tr> <td style="border-top: 1px solid black; padding-top: 5px;">09226960 - UNIT TOTAL</td> <td style="border-top: 1px solid black; text-align: right;">\$451,418.00</td> </tr> </table>	Vehicle Price	\$453,118.00	Full Prepay Discount	(\$1,700.00)	09226960 - UNIT TOTAL	\$451,418.00
Vehicle Price	\$453,118.00						
Full Prepay Discount	(\$1,700.00)						
09226960 - UNIT TOTAL	\$451,418.00						
SUB TOTAL	\$451,418.00						
HGAC FS12-19 (FIRE)	\$2,000.00						
TOTAL	\$453,418.00						

Price guaranteed until 7/31/2022

Taxes: Tax is not included in this proposal. In the event that the purchasing organization is not exempt from sales tax or any other applicable taxes and/or the proposed apparatus does not qualify for exempt status, it is the duty of the purchasing organization to pay any and all taxes due. Balance of sale price is due upon acceptance of the apparatus at the factory.

Late Fee: A late fee of .033% of the sale price will be charged per day for overdue payments beginning ten (10) days after the payment is due for the first 30 days. The late fee increases to .044% per day until the payment is received. In the event a prepayment is received after the due date, the discount will be reduced by the same percentages above increasing the cost of the apparatus.

Cancellation: In the event this proposal is accepted and a purchase order is issued then cancelled or terminated by Customer before completion, Siddons-Martin Emergency Group may charge a cancellation fee. The following charge schedule based on costs incurred may be applied:

- (A) 10% of the Purchase Price after order is accepted and entered by Manufacturer;
- (B) 20% of the Purchase Price after completion of the approval drawings;
- (C) 30% of the Purchase Price upon any material requisition.

The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. Siddons-Martin Emergency Group endeavors to mitigate any such costs through the sale of such product to another purchaser; however, the customer shall remain liable for the difference between the purchase price and, if applicable, the sale price obtained by Siddons-Martin Emergency Group upon sale of the product to another purchaser, plus any costs incurred by Siddons-Martin to conduct such sale.

Acceptance: In an effort to ensure the above stated terms and conditions are understood and adhered to, Siddons-Martin Emergency Group, LLC requires an authorized individual from the purchasing organization sign and date this proposal and include it with any purchase order. Upon signing of this proposal, the terms and conditions stated herein will be considered binding and accepted by the Customer. The terms and acceptance of this proposal will be governed by the laws of the state of Nevada. No additional terms or conditions will be binding upon Siddons-Martin Emergency Group, LLC unless agreed to in writing and signed by a duly authorized officer of Siddons-Martin Emergency Group, LLC.

Sincerely,

Thom Kowatch

I, _____, the authorized representative of CARSON CITY FIRE DEPARTMENT, agree to purchase the proposed and agree to the terms of this proposal and the specifications attached hereto.

Signature & Date

Siddons Martin Emergency Group, LLC
 3033 Waltham Way
 Sparks, NV 89434
 DLR000050870

1- FIRE (Reference ID #9)



July 1, 2022

Mike Shaffer
CARSON CITY FIRE DEPARTMENT
777 S STEWART ST
CARSON CITY, NV 89701

REPLACING 7106

Proposal For: 2023 Carson City Skeeter

Siddons-Martin Emergency Group, LLC is pleased to provide the following proposal to CARSON CITY FIRE DEPARTMENT. Unit will comply with all specifications attached and made a part of this proposal. Total price includes delivery FOB CARSON CITY FIRE DEPARTMENT and training on operation and use of the apparatus.

Description	Amount
Qty. 1 - 6369 - Ford Ford F 550 Type 5, Rescue Side, Lifted (Unit Price - \$383,335.00) Delivery within 22-23 months of order date QUOTE # - SMEG-0003883-0	
Vehicle Price	\$383,335.00
6369 - UNIT TOTAL	\$383,335.00
SUB TOTAL	\$383,335.00
HGAC FS12-19A (SKEETER)	\$1,000.00
TOTAL	\$384,335.00

Price guaranteed until 7/31/2022

Taxes: Tax is not included in this proposal. In the event that the purchasing organization is not exempt from sales tax or any other applicable taxes and/or the proposed apparatus does not qualify for exempt status, it is the duty of the purchasing organization to pay any and all taxes due. Balance of sale price is due upon acceptance of the apparatus at the factory.

Late Fee: A late fee of .033% of the sale price will be charged per day for overdue payments beginning ten (10) days after the payment is due for the first 30 days. The late fee increases to .044% per day until the payment is received. In the event a prepayment is received after the due date, the discount will be reduced by the same percentages above increasing the cost of the apparatus.

Cancellation: In the event this proposal is accepted and a purchase order is issued then cancelled or terminated by Customer before completion, Siddons-Martin Emergency Group may charge a cancellation fee. The following charge schedule based on costs incurred may be applied:

- (A) 10% of the Purchase Price after order is accepted and entered by Manufacturer;
- (B) 20% of the Purchase Price after completion of the approval drawings;
- (C) 30% of the Purchase Price upon any material requisition.

The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. Siddons-Martin Emergency Group endeavors to mitigate any such costs through the sale of such product to another purchaser; however, the customer shall remain liable for the difference between the purchase price and, if applicable, the sale price obtained by Siddons-Martin Emergency Group upon sale of the product to another purchaser, plus any costs incurred by Siddons-Martin to conduct such sale.

Acceptance: In an effort to ensure the above stated terms and conditions are understood and adhered to, Siddons-Martin Emergency Group, LLC requires an authorized individual from the purchasing organization sign and date this proposal and include it with any purchase order. Upon signing of this proposal, the terms and conditions stated herein will be considered binding and accepted by the Customer. The terms and acceptance of this proposal will be governed by the laws of the state of Nevada. No additional terms or conditions will be binding upon Siddons-Martin Emergency Group, LLC unless agreed to in writing and signed by a duly authorized officer of Siddons-Martin Emergency Group, LLC.

Sincerely,

Thom Kowatch

I, _____, the authorized representative of CARSON CITY FIRE DEPARTMENT, agree to purchase the proposed and agree to the terms of this proposal and the specifications attached hereto.

Signature & Date

PSS / PROFESSIONAL SALES AND SERVICE, L.C.

Quality Emergency Vehicles Since 1974

June 29,2022

1- FIRE (Reference ID #10)

Carson City Nevada
3505 Butti Way
Carson City, NV 89701

To Whom It May Concern:

Professional Sales and Service, LC respectfully provides Carson City Nevada the following estimate for a new ambulance vehicle. We appreciated the opportunity to work with you now and look forward to helping you with your ambulance needs in the future.

The following proposal reflects a new Type **I** ambulance equipped with similar options and feature configuration to the AEV ambulance discussed with you in previous conversations. The proposal is as follows:

One (1) 2023 AEV Traumahawk Type I 4WD Custom Ambulance

The module body will be 172" long, and have an interior height of 72" inches. It will be mounted on a 2022 Ford F450 Diesel 4X4 dual rear wheel cab/chassis with 16,500 GVWR.

<u>Ambulance Price Ford F450 4X4 Diesel.....</u>	<u>\$305,022.00</u>
<u>Freight.....</u>	<u>\$4,400.00</u>
<u>Ford Fin Rebate.....</u>	<u>Inc.</u>
<u>Mount for New York Hook Compartment M1.....</u>	<u>Inc.</u>
<u>Plymovent Install Carson City to Supply Parts.....</u>	<u>Inc.</u>
<u>Pre Wire For Two (2) Streamlight Survivor LED Flashlights.....</u>	<u>Inc.</u>
<u>Supply and Install Two (2) SCBA Brackets.....</u>	<u>Inc.</u>
<u>Supply and Install On Spot Chains.....</u>	<u>Inc.</u>
<u>Pre Wire for Bullard Tic OXTBUNDLEYW.....</u>	<u>Inc.</u>
<u>Stryker Power Load.....</u>	<u>\$23,985.00</u>
<u>Power Load Install.....</u>	<u>\$1,550.00</u>
<u>Stryker Power Pro Cot.....</u>	<u>\$26,510.00</u>
<u>Total Delivered Price.....</u>	<u>\$361,467.00</u>

** Spec to match AEV Prod # 23OF29388

** Quote as per HGAC contract AM10-20 Product Code AM20AA3. PSS is HGAC vender # 1579

*** Ford MY23 Pricing has not been released at the time of this estimate. Chassis price is subject to change based on the actual invoice cost of the chassis from Ford. If the price is changed this would be submitted in writing to the department from approval with a copy of the invoice or quote from Ford or Ford Selling Dealer.

PSS SHOWROOM

1720 Indiana Ave, Salt Lake City, UT 84104
(801) 977-3961 Phone <> (801) 977-3969 Fax

Take a look at AEV and you will see why they are so well regarded in the ambulance industry and among the finest available anywhere. AEV emergency vehicle is BUILT TO WITHSTAND the rigors of ambulance service. Horton ambulances are tested and engineered to be incredibly structurally sound which provides the EMS crew and patient with a GREAT WORKING ENVIRONMENT. An ambulance built to a higher quality standard will provide REDUCED OPERATING COSTS over the many years the vehicle is in service!! When it comes to quality, durability, customization, AEV continues to be a leader in the ambulance manufacturing industry.

PROPOSAL CONDITIONS

F.O.B. POINT: Carson City, Nevada

DELIVERY: Do to current and ongoing national supply chain issues specifically in regard to chassis availability. We will be providing estimated delivery times only. Currently AEV standard lead time is approximately 24 months (pending chassis). Please note all delivery times are quoted barring any delays due to strikes, availability of component parts (including chassis), or acts of God

SERVICE: Professional Sales & Service has been selling and servicing ambulances since 1975. We have factory trained technicians and a large inventory of parts so you know that in the unlikely event of a problem we are only a phone call away.

PAYMENT TERMS: Payment due upon delivery and acceptance of vehicle by Carson City Nevada

WARRANTY: AEV's Vehicles feature one of the most progressive, no-nonsense warranties around. AEV does not pro rate their warranties so there are no surprises should you ever need it.

Unless accepted within Sixty (60) days from the above date, the right to withdraw this proposal is reserved. If there are any additions/deletions to our bid, please contact me for pricing details or credits.

We are confident you will be completely satisfied with a quality AEV ambulance and the service which PSS provides.

Respectfully Submitted,

Professional Sales and Service, LC

Braxton T. Peterson

Braxton T. Peterson
General Manager

Carson City Nevada agrees to purchase the vehicle detailed in this proposal, from Professional Sales and Service, L.C. and understands and agrees with the terms specified within these documents.

Authorized by (Print name)

Signed

Date

Please let us know if you have any questions regarding this proposal. We are happy to assist you in any way that we can.



MICHAEL HOHL MOTORS

TERRY ROUDA | 806-474-6654 | terry.rouda@michaelhohl.com

Vehicle: [Fleet] 2023 Chevrolet Silverado 2500HD (CK20753) 4WD Double Cab 149" Work Truck (Complete)

Quote: New Quote WT SWB 2500 GAS

Quote Worksheet

1- WATER (Reference ID #12)
1- BUILDING MAINT. (Reference ID #44)
1- STORMWATER (Reference ID #47)
1- SEWER MAINT. (Reference ID #48)

	MSRP
Base Price	\$45,700.00
Dest Charge	\$1,795.00
Total Options	\$4,850.00
Subtotal	\$52,345.00
BID ASSIST	(\$8,000.00)
NV STATE ADMIN FEE	\$400.00
Subtotal Pre-Tax Adjustments	(\$7,600.00)
Less Customer Discount	\$2,779.20
Subtotal Discount	\$2,779.20
Trade-In	\$0.00
Subtotal Trade-In	\$0.00
Taxable Price	\$47,524.20
Sales Tax	\$0.00
Subtotal Taxes	\$0.00
TITLE TRANSFER FEE	\$28.25
Subtotal Post-Tax Adjustments	\$28.25
Total Sales Price	\$47,552.45

Comments:

MIKE WT SHORT BED 2500 GAS

Dealer Signature / Date

Customer Signature / Date

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Data Version: 16930. Data Updated: Jul 12, 2022 6:52:00 PM PDT.



MICHAEL HOHL MOTORS

TERRY ROUDA | 806-474-6654 | terry.rouda@michaelhohl.com

Vehicle: [Fleet] 2023 Chevrolet Silverado 2500HD (CK20953) 4WD Double Cab 162" Work Truck (Complete)

Quote: New Quote WT 2500 DBL ZW9 GAS WITH UTILITY

Quote Worksheet

1- WATER (Reference ID #13)
2- PARKS (Reference IDs #17, #18)
1- SHERIFF (Reference ID #36)

	MSRP
Base Price	\$45,900.00
Dest Charge	\$1,795.00
Total Options	\$16,543.00
Subtotal	\$64,238.00
BID ASSIST	(\$8,000.00)
NV STATE ADMIN FEE	\$577.00
Subtotal Pre-Tax Adjustments	(\$7,423.00)
Less Customer Discount	\$1,506.64
Subtotal Discount	\$1,506.64
Trade-In	\$0.00
Subtotal Trade-In	\$0.00
Taxable Price	\$58,321.64
Sales Tax	\$0.00
Subtotal Taxes	\$0.00
TITLE TRANSFER	\$28.25
Subtotal Post-Tax Adjustments	\$28.25
Total Sales Price	\$58,349.89

Comments:

MIKE WT ZW9 2500 GAS WITH UTILITY BED

Dealer Signature / Date

Customer Signature / Date

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Data Version: 16930. Data Updated: Jul 12, 2022 6:52:00 PM PDT.

Quote Id: 26811724

Prepared For:

CARSON CITY FLEET SERVICES

**1- WATER/STREETS MAINT./SEWER MAINT.
(Reference ID #14)**



Prepared By: **AARON LANKA**

Pape Machinery, Inc.
1255 Spice Island Drive
Sparks, NV 89431

Tel: 775-353-0440

Fax: 775-353-0448

Email: alanka@papemachinery.com

Quote Summary

Prepared For:
 CARSON CITY FLEET SERVICES
 3303 BUTTI WAY # 2
 CARSON CITY, NV 89701

Prepared By:
 AARON LANKA
 Pape Machinery, Inc.
 1255 Spice Island Drive
 Sparks, NV 89431
 Phone: 775-353-0440
 alanka@papemachinery.com

Loader comes with 1 Year Full Machine warranty and Power Train & Hydraulics warranty for an additional 2 Years or 1,500 Hours total (whichever comes first). Includes first PM Service at 500 hours completed on site by Pape' Machinery.
 Includes dealer prep, PDI, delivery to Carson City, and training.
This is a Sourcewell Quote. ID# 032515-JDC

Quote Id: 26811724
Created On: 01 June 2022
Last Modified On: 02 June 2022
Expiration Date: 29 July 2022

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE 644 P WHEEL LOADER	\$ 327,146.62 X	1 =	\$ 327,146.62
Equipment Total			\$ 327,146.62

Quote Summary	
Equipment Total	\$ 327,146.62
NV Tire Fee	\$ 4.00
SubTotal	\$ 327,150.62
Total	\$ 327,150.62
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 327,150.62

Salesperson : X _____

Accepted By : X _____

Selling Equipment

Quote Id: 26811724

Customer: CARSON CITY FLEET SERVICES

JOHN DEERE 644 P WHEEL LOADER

Hours:
Stock Number:

Code	Description	Qty
6050DW	John Deere 644 P Wheel Loader	1
Standard Options - Per Unit		
170K	JDLink™ for Life of the Machine	1
0924	John Deere PowerTech FT4 Engine - 249 HP	1
1010	Standard Wheel Loader	1
1120	5-Speed Powershift Transmission with Lock-up Torque Converter	1
1210	100 amp Alternator	1
1330	Chrome Curved Stack	1
1430	Engine Air Intake System with Centrifugal Precleaner	1
1520	Automatic Reversing Hydraulic Fan	1
1610	Standard Fuel Filter with Water Separator and Standard Fuel Fill	1
1905	Standard Cab w/ Heat and A/C	1
1945	7 Inch Monitor with Dedicated Rear Camera Display	1
1970	Hydra Hydraulic Fluid	1
2010	Standard Z-BAR	1
2120	Steering Wheel Only	1
2220	Seat, Cloth with Air Suspension	1
2360	Joystick Controls	1
2403	Three Function Hydraulics	1
2515	Ride Control	1
2605	English Decals and Manuals	1
2708	8 Amp Converter	1
3046	Front Hydraulically Locking Differential and Rear Conventional Differential Axles	1
3110	Automatic Differential Lock	1
4935	23.5R25 L3 Single Star Radial Tires On 3pc. Rims	1
5540	Full Width Front Fenders	1
5610	Left Side Steps Only	1
5770	76 in (1930mm) Wide Fork Frame, Floating Tine	1
5895	72 in (1829mm) Construction Tines	1

Selling Equipment

Quote Id: 26811724 Customer: CARSON CITY FLEET SERVICES

7120	Halogen Work and Drive Lights	1
8220	Rear Hitch and Counterweight	1
8240	Rear Camera	1
8275	LED Strobe Beacon with Left Beacon Bracket	1
8310	Standard Exterior Mirrors	1
8360	Standard AM/FM/WB Radio w/ Aux Port	1
8559	Hydraulic Coupler - JRB 418 Pattern	1
9015	Engine Block Heater	1
9045	Quick Fluid Service	1
9140	Fire Extinguisher	1
9240	Engine Compartment Light	1
9410	Transmission and Bottom Guards	1
Dealer Attachments		
Bucket	JRB 4.0YD MP (4-in-1) QC Loader Bucket	1



WE MOVE MOUNTAINS ARIZONA CALIFORNIA NEVADA OREGON WASHINGTON



1455 Glendale · Sparks · NV · 89431 TEL: 702-649-5012
www.SonsrayMachinery.com

1- PARKS (Reference ID #21)

Ship To: Sparks Store
1455 Glendale
Sparks NV 89431
Invoice To: CARSON CITY VEHICLE MAINTENANC
3303 BUTTI WAY BLDG. #2
Carson City NV 89701

Sparks
June 24, 2022
BP0006792

kneary-0180
7758872355
Purchase Order:

Sales Person: Kohl Neary

Attention: MIKE SHAFFER

EQUIPMENT QUOTE/SALES ORDER

CASE 590SN Serial #: 701624978 Stock #: 701624978 \$134,031.24

List Price \$ 200,367.00 , less SourceWell Discount 37% = \$ 126,231.21

NEW CASE 590SN 4WD BACKHOE
EQUIPPED AS FOLLOWS:

- 2 DOOR PLATINUM CAB WITH HEAT & A/C
- PILOT CONTROLS W/ POWERLIFT
- POWERSHIFT H TYPE TRANSMISSION
- 14x17.5 10PR FRONT TIRES
- 21Lx24 12PR REAR TIRES
- RIDE CONTROL & COMFORT STEER
- HEATED AIR RIDE SUSPENSION SEAT
- 1 WAY OR 2 WAY AUXILIARY HYDRAULICS
- EXTENDAHOE
- HYDRAULIC BACKHOE BUCKET COUPLER
- HEAVY FRONT COUNTERWEIGHT
- FLIP OVER STABILIZER PADS
- LED LIGHT PACKAGE

WARRANTY:
2 YEAR/ 2000 HOUR FULL MACHINE FACTORY WARRANTY
3 YEAR/ 3000 HOUR PERFROMANCE PROTECTION PLAN
3 YEAR ADVANCED SUBSCRIPTION TO CASE SITEWATCH TELEMATICS

SONSRAY SIGNATURE SERVICE – A commitment to providing excellent service and care when you purchase a new piece of equipment from Sonsray Machinery.

93" 4 IN 1 BUCKET AND INSTALL	\$8,175.00
THUMB AND INSTALL	\$7,504.71
FACTORY FREIGHT	\$6,083.75
PPP-Premier 36/3000 (\$0 Deductible)	\$3,992.00
24" SmartFit	\$1,829.00

NOTICE TO PURCHASER

Caution. Do not sign this contract before you thoroughly read both pages 1 and 2 of it or if it contains blank spaces, even if otherwise advised.

You are entitled to an exact and completely filled in copy of this Sales Order when you sign it. Keep it to protect your legal rights.

Store Manager signature required for final acceptance of Sales Order.

THIS AGREEMENT IS SUBJECT TO THE ADDITIONAL TERMS AND CONDITIONS ON THE REVERSE SIDE. CUSTOMER HAS HAD THE OPPORTUNITY TO READ THE TERMS OF THIS AGREEMENT PRIOR TO SIGNING.

Purchaser's Signature _____ Sales Consultant _____ Date _____

Print Name _____ Date _____ Accepted By _____ Date _____

PDI & DAR/ FUEL	\$1,760.00
12" SmartFit	\$1,552.00
FREIGHT TO CUSTOMER	\$1,350.00

Quoted Price	\$166,277.70
Processing Fee	\$ 399.00
Cash Due or Finance Amount	\$166,676.70

1. This is a cash transaction. If the Purchaser so requests prior to acceptance, the Cash Due on Delivery may be financed as a time sale transaction, subject to credit approval. If this transaction becomes a time sale, Purchaser agrees (1) to make payments pursuant to the Sonsray Machinery Accounts Receivable System Agreement, which is incorporated into this Purchase Order by reference, and (2) that Seller retains a security interest in the goods described herein until all obligations of Purchaser are paid in full and discharged.
2. When trade-in equipment is not to be delivered to the Seller until delivery of the equipment purchased by this order, the trade-in equipment may be reappraised at that time and such reappraisal value shall determine the allowance made for such trade-in equipment. When the reappraised value is less than the original trade-in allowance shown on this form, the purchaser may terminate this order; however, this right of termination must be exercised prior to delivery of the equipment by Seller and surrender of the trade-in equipment to Seller.
3. The prices which Purchaser will pay for the new equipment set forth on the reverse side hereof shall be based upon the Case dealer price in effect on date of delivery of the new equipment. In the event Case dealer's price is changed prior to delivery, the purchase price shall be adjusted accordingly. If such price change results in an increase, purchaser has the option of canceling the order in writing immediately on being notified thereof.
4. The Seller shall be excused if delivery is delayed or rendered impossible by differences with workmen, strikes, work stoppages, car shortages, delays in transportation, inability to obtain labor or materials and also by any cause beyond the reasonable control of Seller, including but not restricted to acts of God, floods, fire, storms, acts of civil and military authorities, war and insurrections.
5. Purchaser shall keep the property free of all liens, taxes, encumbrances and seizure or levy, shall not use same illegally, shall not damage, abuse, misuse, abandon or lose said property, shall not part with possession thereof, whether voluntarily or involuntarily or transfer any interest therein or remove same out of the county or filing district in which Purchaser resides as indicated herein without the prior written consent of Seller, shall keep said property insured in such amounts and with such insurer as may be acceptable to Seller with any loss payable to Seller as his interest in the property may appear.
6. Time is of the essence of this contract and if purchaser fails to comply with any of the terms and conditions hereof or defaults in the payment of any installment hereunder or under any renewal or renewals hereof, or in the payment of interest or defaults in the payment of any installment due under any other indebtedness of contract held by the Seller or Assignee, or if proceedings are instituted against Purchaser under any bankruptcy or insolvency law or Purchaser makes an assignment for the benefit of creditors or if for any reason the Seller deems himself insecure and so declares all payments heretofore made by Purchaser shall be retained by the seller and all indebtedness hereunder shall become immediately due and payable, with or without notice, together with all expenses of collection by suit or otherwise, including reasonable attorney fees and Seller may, without notice or demand, take possession of the equipment set forth on the reverse hereof, or any additions to, replacements of, or any proceeds from said equipment or may render the property unusable or Seller may require Purchaser to assemble the property and make it available at a place designated by Seller. Seller may resell the retaken property at public or private Sale in accordance with the Uniform Commercial Code or applicable state or provincial law. After deducting reasonable expenses for retaking, repairing, holding, preparing for sale, other selling expenses including attorney fees and legal expenses, the remaining proceeds of Sale shall be credited upon the amount of indebtedness remaining unpaid hereunder, and Purchaser agrees to pay any deficiency upon demand by Seller, any surplus, however, shall be paid to Purchaser. Said retaking or repossession shall not be deemed rescission of the contract. Seller may exercise any other rights and remedies provided by applicable law.
7. No waivers or modifications hereof shall be valid unless written upon or attached to this contract. Waiver or conditions of any breach or default hereunder shall not constitute a waiver of any other or subsequent breach or default. Payments received by Seller are to be applied first to delinquent interest and then to principal.
8. The remedies provided for herein are not exclusive and any action to enforce payment shall not waive or affect any of the holder's rights to have recourse to the property. The transfer of this contract shall operate to pass a security interest in the property as security for the payment hereof.
9. Any provision of this contract prohibited by the laws of any state, the United States, any province of Canada, shall be ineffective to the extent of such prohibition without invalidating the remaining portions of the contract.
10. Each maker, endorser, guarantor and surety hereon severally waives presentment, demand protest, and notice of non-payment and all defenses of want of diligence in collection and bringing suit. This contract shall be binding upon and shall insure to the benefit of the parties hereto and their respective heirs, personal representative, successors, and signs.
11. Buyer authorizes Seller to insert the Serial and/or model numbers of the goods set forth on the reverse side hereof for the purposes of identifying said goods. The seller may correct patent errors herein.



MICHAEL HOHL MOTORS

TERRY ROUDA | 806-474-6654 | terry.rouda@michaelhohl.com

Vehicle: [Fleet] 2021 Chevrolet Silverado MD (CK56403) 4WD Reg Cab Work Truck (✔ Complete)

Quote: New Quote FCC21067 ADV CO JERRY

1- STREETS MAINT. (Reference ID #22)

Quote Worksheet

	MSRP
Base Price	\$52,500.00
Dest Charge	\$1,695.00
Total Options	\$39,614.00
Subtotal	\$93,809.00
TITLE TRANSFER	\$28.75
GM BID ASSIST FAN 856228	(\$7,500.00)
Subtotal Pre-Tax Adjustments	(\$7,471.25)
Less Customer Discount	(\$1,614.80)
Subtotal Discount	(\$1,614.80)
Trade-In	\$0.00
Subtotal Trade-In	\$0.00
Taxable Price	\$84,722.95
Tire Weight Tax	\$26.64
Sales Tax	\$0.00
Subtotal Taxes	\$26.64
Subtotal Post-Tax Adjustments	\$0.00
Total Sales Price	\$84,749.59

Comments:

MIKE, THIS HAS THE 5YD DUMP WITH TARP. IF WE HAVE TO ORDER A 23 CHASSIS, THEY WILL LIKELY GO UP A LOT. THE HD'S WENT UP 14%. THE MEDIUM DUTIES PRICING HS NOT BEEN RELEASED YET.

Dealer Signature / Date

Customer Signature / Date

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Data Version: 16670. Data Updated: Jun 6, 2022 6:16:00 PM PDT.



1051 W 7th Street
 Monroe, WI 53566
 Sales Rep: Dennis Koering
 Ph: (360) 901-4485
 www.MonroeTruck.com

J.O. #

Quotation ID: 91PS000359

Date: 6/15/2022

Valid thru: 7/15/2022

Terms: NET 30

Quoted by: Jeff Schwab

Ph/Fax: 608-329-8162 / 608-329-8521

Quoted to:
 CARSON CITY, CITY OF (ATTN: DARREN SELBY)
 3303 BUTTI WAY, BLDG 2
 CARSON CITY, NV 89701
 Ph: 775-887-2133 / Fax:
 Email:

1- STREETS MAINT. (Reference ID #23)

CARSON CITY

Chassis Information

Year: 2021	Make: INTERNATIONAL	Model: HV SERIES	Chassis Color: WHITE	Cab Type: REGULAR
Single/Dual: DRW	CA: 85.0	CT: -1.0	Wheelbase: 160.0	Engine: DIESEL
			F.O. Number #:	Vin:

Notes:

Monroe Truck Equipment, Inc. is pleased to offer the following quote for your review:

Description **Amount**

- *10' CRYSTEEL SELECT DUMP BODY
- BODY: 120"L, 84" ID, 96" OD
- 5-7 YARD CAPACITY
- 26"H SINGLE PANEL SIDES W/ RUBRAIL
- 40"H STRAIGHT FRONT
- 32"H STRAIGHT REAR
- 10 GAUGE A1011 STEEL SIDES & ENDS
- TAILGATE W/ FULL RIBBED DOUBLE WALL BRACING & MANUAL RELEASE
- 7 GAUGE A1011 STEEL FLOOR (65,000 PSI TENSILE; 50,000 PSI YIELD) W/ WESTERN UNDERSTRUCTURE (CROSSMEMBERLESS)
- RECESSED STOP/TURN/ TAIL & BACKUP LIGHTS W/ SEALED WIRING HARNESS & JUNCTION BOX
- REAR RUBBER FLAPS
- NON-METALLIC SINGLE-STAGE PAINT (ONE COLOR)
- INSTALLED
- PTO
- *CABSHIELD: 1/2, 78"W, 10 GAUGE, MILD STEEL
- PINTLE MOUNT: 1" PLATE WITH 3/4" D-RINGS (NO HITCH)
- TRAILER RECEPTACLE: 7-WAY, ROUND SOCKET, FLAT PIN, RV STYLE
- MOVE CHASSIS SUPPLIED GLADHAND & TRAILER PLUG FROM CAB TO REAR PINTLE PLATE AREA
- AIR TAILGATE: INSTALLATION OF OEM AIR TAILGATE
- SPLASH GUARDS: STEEL - IN FRONT OF REAR WHEELS

HOIST, MAILHÖT M90-4.5-3 TELESCOPIC HOIST, LESS HYDRAULICS

- TRUCK PORTION - QUICK HITCH
- (REQUIRES MINIMUM OF 18" FRONT FRAME EXTENSION)
- CD-400; 4" X 10" DA LIFT CYLINDER
- MOUNT; UNIVERSAL 1/2- CHEEK PLATES; MOUNTING SYSTEM FOR TRUCKS WITH FRAME EXTENSIONS
- PLOW LIGHT MOUNT; HOOD MOUNTED BRACKET KIT; NAVISTAR-WORKSTAR
- *L.E.D. PLOW LIGHTS (ABL)
- L.E.D. W/ PROJECTION TYPE LENSES
- DUAL BURN HIGH BEAM
- PLASTIC HOUSING, BLACK
- INCLUDES AMBER L.E.D. TURN SIGNALS

- MONROE FULL MOLDBOARD TRIP REVERSIBLE PLOW
- STANDARD EQUIPMENT:
- 10 GAUGE ROLL FORMED STRAIGHT MOLDBOARD
- (6) 1/2" X 4" TAPERED, ONE-PIECE FLAME CUT RIBS
- 2" X 3" X 3/8" TOP MOLDBOARD ANGLE
- 4" X 4" X 3/4" BOTTOM MOLDBOARD ANGLE
- HORIZONTAL MOLDBOARD BRACE ANGLES



Description

Amount

- 5/8" X 8" ONE-PIECE TOP PUNCH CUTTING EDGE
- DUAL COMPRESSION TRIP SPRING ASSEMBLIES
- 4" X 4" X 3/8" CROSS-TUBE SUPPORT
- 3-1/2" X 3-1/2" X 1/2" SEMI-CIRCLE
- (2) 3" X 10" DOUBLE ACTING POWER REVERSE CYLINDERS WITH CUSHION VALVE
- BUILT-IN MONROE LEVEL LIFT ASSEMBLY
- MOLDBOARD AND PUSHFRAME 100% CONTINUOUSLY WELDED
- MOLDBOARD POWDER COATED ORANGE
- PUSH FRAME POWDER COATED BLACK
- NO HITCH ATTACHMENT OR SHOES
- FULL MOLDBOARD TRIP REV. PLOW
- MARKERS

MONROE V-BOX SPREADER 10' LONG X 56" TALL X 84" WIDE

STANDARD EQUIPMENT:

- 10 GAUGE HOPPER
- 7 GAUGE FORMED LONG-SILLS SLOTTED FOR DRIVE AND IDLER SHAFT REMOVAL
- 2 DRIVE & IDLER SHAFTS
- HEAVY DUTY 4 BOLT FLANGE BEARINGS
- 45 DEGREE SLOPED SIDES
- 20" DRAG CHAIN WITH 3/8" X 1 1/2" CROSSBARS, 4 1/2" ON CENTER
- 4-CORNER LIFT SYSTEM
- 50:1 GEAR BOX
- 8 TOOTH CAST IRON SPROCKETS
- SPINNER
- MOUNTING KIT

8' MONROE MID-MOUNT EXTENDABLE PATROL WING (RIGHT SIDE)

STANDARD EQUIPMENT:

- 10 GA X 24" NON-TRIP MOLDBOARD
- 1/2" TAPERED ONE-PIECE FLAME-CUT RIBS
- 5/8" X 8" AASHO TOP PUNCHED CUTTING EDGE
- UNDER-FRAME CROSS TUBE MOUNTING & HARDWARE
- (2) DOUBLE ACTING CYLINDERS: EXTENSION & HEEL
- (1) SINGLE ACTING CYLINDER FOR TOE
- MOLDBOARD POWDER COATED ORANGE
- HARDWARE POWDER COATED BLACK
- LASERLINE WING GUIDE SYSTEM
- INSTALLED

CLOSED LOOP HYDRAULIC BASE KIT W/ PLUMBING KIT

- 7 GPM HYDRAULIC PUMP W/ 14" X 7" X 6.5" ENCLOSURE AND PLUMBING KIT W/O HYDRAULIC VALVE
- *DOES NOT INCLUDE CONTROLLER OR HARNESSSES***
- NOZZLE KIT, HYDRAULIC UNIT, 2 GPM, 3 NOZZLES

ELECTRIC HYDRAULICS PACKAGE

STANDARD EQUIPMENT:

- D/A HOIST W/500 PSI DOWNSIDE RELIEF, 40GPM
- D/A PLOW, 20 GPM
- D/A PLOW ANGLE, 20 GPM
- D/A WING TOE, 20 GPM, W/500 PSI DOWNSIDE RELIEF
- D/A WING HEEL, 20 GPM, W/500 PSI DOWNSIDE RELIEF, 1800 PSI PRESSURE LIMITER
- PRE-WET, 7 GPM
- AUGER 14GPM
- SPINNER 7 GPM
- 30 GALLON CAPACITY HYDRAULIC RESERVOIR WITH INTERNAL FILTER
- FILLER/BREATHER CAP, LEVEL/TEMP SIGHT GLASS, 3/4" MAGNETIC PLUG,
- 60 P.S.I. CONDITION INDICATOR
- ENCLOSURE WITH WEATHER TIGHT COVER
- HYDRAULIC ENCLOSURE WILL BE MOUNTED ON FRAME RAIL
- POWDER COATED BLACK
- FORCE 55C6100 GROUND BASED SPREADER CONTROL W/ IGRIP JOYSTICK
- INSTALLED

L.E.D. LIGHT UPGRADE

- STROBE LIGHT: WHELEN, L.E.D., SELF-CONTAINED, 2-LIGHT



Description	Amount
STROBE LIGHT; WHELEN; TIR 3	
WORK LIGHT; CLEAR, HALOGEN, WING	
WING LIGHTS; WHELEN AMBER	
LIGHT BOXES; SINGLE STEEL	
RC 24X18X18 MILD STEEL UNDERBODY TOOL BOX W/ STAINLESS STEEL T-HANDLE & 3 POINT LATCH SYSTEM	
ON-SPOT TIRE CHAINS	

Quote Total: **\$171,518.00**

****Due to current market conditions, pricing is subject to change at time of upfit.*

Additional Options:

Description	Amount	Add to quote? Yes / No
-------------	--------	---------------------------

Terms & Conditions

- Terms are Due Upon Receipt unless prior credit arrangements are made at the time of order.
- Please note if chassis is furnished, it is as a convenience and terms are Net Due on Receipt of Chassis.
- State and Federal taxes will be added where applicable. Out-of-state municipal entities may be subject to Wisconsin sales tax.
- Restocking fees may be applicable for cancelled orders.
- MTE is not responsible or liable for equipment that does not meet local/state regulations if those laws are not made known at time of order.

By signing and accepting this quote, the customer agrees to the terms listed above and has confirmed that all chassis information listed above is accurate to chassis specs.

Re-Assign (Required for all pool units):	<input type="checkbox"/> Fleet	<input type="checkbox"/> Retail	Customer P.O. Number:	Dealer Code:	Sourcewell Member Number:
MSO/MCO (ONLY check if legally required):	<input type="checkbox"/> MCO	<input type="checkbox"/> MSO			
Customer Signature:				Date of Acceptance:	





MICHAEL HOHL MOTORS

TERRY ROUDA | 806-474-6654 | terry.rouda@michaelhohl.com

Vehicle: [Fleet] 2023 Chevrolet Suburban (CK10906) 4WD 4dr Commercial (✔ Complete)

Quote: New Quote UNDERCOVER SUB FL

1- SHERIFF (Reference ID #27)

Quote Worksheet

	MSRP
Base Price	\$56,600.00
Dest Charge	\$1,795.00
Total Options	\$250.00
Subtotal	\$58,645.00
BID ASSIST	(\$6,900.00)
NV STATE ADMIN FEE	\$541.00
Subtotal Pre-Tax Adjustments	(\$6,359.00)
Less Customer Discount	\$2,415.60
Subtotal Discount	\$2,415.60
Trade-In	\$0.00
Subtotal Trade-In	\$0.00
Taxable Price	\$54,701.60
Sales Tax	\$0.00
Subtotal Taxes	\$0.00
TITLE TRANSFER	\$28.25
Subtotal Post-Tax Adjustments	\$28.25
Total Sales Price	\$54,729.85

Comments:

MIKE UNDERCOVER SUBURBAN-NO POLICE PACKAGE AVAILABLE

Dealer Signature / Date

Customer Signature / Date

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Data Version: 16930. Data Updated: Jul 12, 2022 6:52:00 PM PDT.



MICHAEL HOHL MOTORS

TERRY ROUDA | 806-474-6654 | terry.rouda@michaelhohl.com

Vehicle: [Fleet] 2023 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✔ Complete)

Quote: New Quote TAHOE SSV BLK CC

4- SHERIFF (Reference IDs #29, #30, #32, #34)

Quote Worksheet

	MSRP
Base Price	\$49,050.00
Dest Charge	\$1,795.00
Total Options	\$3,461.00
Subtotal	\$54,306.00
GM BID ASSIST	(\$7,250.00)
NEVADA STATE ADMIN FEE.	\$506.78
Subtotal Pre-Tax Adjustments	(\$6,743.22)
Less Customer Discount	\$3,614.48
Subtotal Discount	\$3,614.48
Trade-In	\$0.00
Subtotal Trade-In	\$0.00
Taxable Price	\$51,177.26
Sales Tax	\$0.00
Subtotal Taxes	\$0.00
TITLE TRANSFER FEE	\$28.25
Subtotal Post-Tax Adjustments	\$28.25
Total Sales Price	\$51,205.51

Comments:

MIKE,

THIS SSV IN BLACK OR WHITE IS THE SAME PRICE.

Dealer Signature / Date

Customer Signature / Date

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Data Version: 16919. Data Updated: Jul 11, 2022 6:51:00 PM PDT.

Capital Ford

3660 South Carson Street
Carson City, NV 89701

(775) 882-5353

www.capitalfordonline.com

3

BUYER Customer #: 287453

STATE OF NEVADA PURCHASING DIVISION
515 EAST MUSSER ST SUITE 300
CARSON CITY, NV 89701

Home #:
Work #: (775) 684-0170
Cell #:
Email:

CO-BUYER

Home #:
Work #: Salesperson:
Cell #:
Email:

Deal #: 50158
Stock #:
Deal Type: Retail
Deal Date: 06/27/2022
Print Time: 01:15pm

1- SHERIFF (Reference ID #37)

VEHICLE

Stock #: **Description:** **Color:** **VIN:** **Mileage:**
2023 FORD TRANSIT

TRADE

MSRP:	\$	51,935.00
Sale Price:	\$	49,187.00
Net Sale Price:	\$	49,187.00
Documentary Fee:	\$	199.50
State & Local Taxes:	\$	0.00
Total License and Fees:	\$	28.25
Total Trade Allowance:	\$	0.00
Total Trade Payoff:	\$	0.00
Cash Down Payment:	\$	0.00
Total Financed Aftermarkets:	\$	0.00
Service Agreement:	\$	0.00
Maintenance Agreement:	\$	0.00
GAP Insurance:	\$	0.00
Unpaid Balance:	\$	49,414.75

AFTERMARKETS

Total Aftermarkets:	\$	0.00
Rate:		
Amount Financed:	\$	0.00

X _____
Customer Signature

Date

X _____
Manager Signature

Date

Disclaimer: Our dealership has implemented safeguards to protect your non public personal information from theft, illegal use and from telemarketing companies that buy information. Our practices follow ALL federal, state and local rules governing privacy and it applies to individuals who are our consumers and customers in connection with financial services, such as leases and installment purchases of vehicles. Upon completion of the sales process you will be provided a thorough copy of our privacy policy for review. You may also request a copy of our policy from a manager.



Preview Order 3037 - R2C 250 Med Roof Cargo AWD: Order Summary Time of Preview: 07/07/2022 11:12:57

Dealership Name: Capital Ford

Sales Code : F72525

Dealer Rep.	Marc Caviglia	Type	Fleet	Vehicle Line	Transit	Order Code	3037
Customer Name	STATE OF NV	Priority Code	L2	Model Year	2023	Price Level	315

DESCRIPTION	MSRP	DESCRIPTION	MSRP
R2C0 T250 MR CARGO AWD	\$49700	FRONT LICENSE PLATE BRACKET	\$0
148" WHEELBASE	\$0	9070# GVWR PACKAGE	\$0
OXFORD WHITE	\$0	2WAY DRV/PASS EBONY CLOTH	\$115
CLOTH	\$0	50 STATE EMISSIONS	\$0
EBONY	\$0	MANUAL AIR CONDITIONER	\$0
PREFERRED EQUIPMENT PKG.101A	\$0	CRUISE CONTROL	\$325
.XL TRIM	\$0	E-85 FLEX FUEL CAPABLE	\$0
3.5L PFDI V6 (GAS)	\$0	SPECIAL DEALER ACCOUNT ADJUSTM	\$0
.10-SPEED TRANSMISSION	\$0	FUEL CHARGE	\$0
.235/65R16C BSW ALL-SEASON	\$0	NATIONAL FLEET INCENTIVE (56M)	\$0
3.73 LIMITED SLIP AXLE	\$0	NET INVOICE FLEET OPTION (B4A)	\$0
JOB #1 ORDER	\$0	PRICED DORA	\$0
FORD FLEET SPECIAL ADJUSTMENT	\$0	ADVERTISING ASSESSMENT	\$0
FLEET ADVERTISING CREDIT	\$0	DESTINATION & DELIVERY	\$1795
			MSRP
TOTAL BASE AND OPTIONS			\$51935
DISCOUNTS			NA
TOTAL			\$51935

ORDERING FIN: QS062 END USER FIN: QS062 PO NUMBER: 12345

Customer Name:
Customer Address:

Customer Email:
Customer Phone:

Customer Signature Date

This order has not been submitted to the order bank.

This is not an invoice.



Preview Order 1234 - R2C 250 Med Roof Cargo AWD : Order Summary Time of Preview: 06/27/2022 12:56:35

Dealership Name : Capital Ford

Sales Code : F72525

Dealer Rep.	Marc Caviglia	Type	Fleet	Vehicle Line	Transit	Order Code	1234
Customer Name	STATE OF NV	Priority Code	L2	Model Year	2023	Price Level	315

DESCRIPTION	MSRP	DESCRIPTION	MSRP
R2C0 T250 MR CARGO AWD	\$49700	JOB #1 ORDER	\$0
148" WHEELBASE	\$0	FRONT LICENSE PLATE BRACKET	\$0
TOTAL BASE VEHICLE	\$49700	9070# GVWR PACKAGE	\$0
OXFORD WHITE	\$0	2WAY DRV/PASS EBONY CLOTH	\$115
CLOTH	\$0	50 STATE EMISSIONS	\$0
EBONY	\$0	MANUAL AIR CONDITIONER	\$0
PREFERRED EQUIPMENT PKG.101A	\$0	CRUISE CONTROL	\$325
.XL TRIM	\$0	E-85 FLEX FUEL CAPABLE	\$0
3.5L PFDI V6 (GAS)	\$0	SPECIAL FLEET ACCOUNT CREDIT	\$0
.10-SPEED TRANSMISSION	\$0	FUEL CHARGE	\$0
.235/65R16C BSW ALL-SEASON	\$0	PRICED DORA	\$0
3.73 LIMITED SLIP AXLE	\$0	ADVERTISING ASSESSMENT	\$0
		DESTINATION & DELIVERY	\$1795
			MSRP
TOTAL BASE AND OPTIONS			\$51935
DISCOUNTS			NA
TOTAL			\$51935

This order has not been submitted to the order bank.

This is not an invoice.



MICHAEL HOHL MOTORS

TERRY ROUDA | 806-474-6654 | terry.rouda@michaelhohl.com

Vehicle: [Fleet] 2023 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (✔ Complete)

1- SHERIFF (Reference ID #38)

Quote Worksheet

	MSRP
Base Price	\$44,600.00
Dest Charge	\$1,795.00
Total Options	\$16,031.00
Subtotal	\$62,426.00
GM BID ASSIST	(\$6,400.00)
NEV STATE ADMIN FEE	\$580.00
Subtotal Pre-Tax Adjustments	(\$5,820.00)
Less Customer Discount	\$1,998.88
Subtotal Discount	\$1,998.88
Trade-In	\$0.00
Subtotal Trade-In	\$0.00
Taxable Price	\$58,604.88
Sales Tax	\$0.00
Subtotal Taxes	\$0.00
TITLE TRANSFER	\$28.25
Subtotal Post-Tax Adjustments	\$28.25
Total Sales Price	\$58,633.13

Dealer Signature / Date

Customer Signature / Date

IP At the user's request, prices for this vehicle have been formulated on the basis of Initial Pricing for the vehicle, however GM cannot guarantee that Initial Pricing is available. This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 16919. Data Updated: Jul 11, 2022 6:51:00 PM PDT.



Protecting Our Nation's Defenders™

10 Betnr Industrial Drive – Pittsfield, MA 01201
PH (413) 443-7359 – FAX (413) 445-7865

Quotation: 22395A

Customer Code: CALNV
Quotation Date: 6/7/2022
Lenco Tax ID#: 04-2719777
Repeat Customer: Yes No

Bill To
Carson City Sheriff's Office
911 E. Musser St.
Carson City, NV 98701
Attn: Brett Bindley - (775) 303-0278

1- SHERIFF (Reference ID #39)

Ship To
Carson City Fleet Services
3505 Butti Way
Carson City, NV 98701
Attn: Mike Shaffer - (775) 887-2350

Payment Terms Net 30 Days	Shipping Terms FOB: Destination	Ship Via Common Carrier
Estimated Completion 12+ Months ARO (Est.)	Inhouse Contact Dan Besemer	Inspection & Acceptance At Lenco's Facility in Pittsfield, MA

Item:	Product #	Qty	Unit Price	Extension
Lenco BearCat	BC55003	1	\$ 200,704.00	\$ 200,704.00
Paint Color: Lusterless Urban Green	100558			
LED Lights: Red & Blue				
Options:				
Diesel Engine, 6.7L Turbo	BCDLEN	1	\$ 8,859.00	\$ 8,859.00
BearCat G3 4-Wheel Off-Road Upgrade Pkg w/Run-Flats	BC3WOFFRD	1	\$ 34,958.00	\$ 34,958.00
4-Door Configuration	BC4DR	1	\$ 7,858.00	\$ 7,858.00
Electric Power Mirrors	BCMIR	1	\$ 1,508.00	\$ 1,508.00
Back up Camera System with Monitor	BCBU	1	\$ 2,297.00	\$ 2,297.00
Radio Prep Package, (1) Max (2)	BCINSRA	1	\$ 502.00	\$ 502.00
Roof Mounted Remote Control Spot Light - LED	BCSLED	2	\$ 1,404.00	\$ 2,808.00
(1) 7" Vertical GunPort Upgrade	BCGP7	8	\$ 152.00	\$ 1,216.00
Electric Power Winch; Modular w/Winch Basket	BCWNCH	1	\$ 6,207.00	\$ 6,207.00
Rear A/C - Heating System: High Capacity	BCHAC	1	\$ 2,972.00	\$ 2,972.00
VSP Style Low Profile & Scene Lighting Pkg	BCVSPL	1	\$ 4,068.00	\$ 4,068.00
Front Skid Pan	BCFSP	1	\$ 1,713.00	\$ 1,713.00
Rear Tow Hitch Receiver w/ Winch Power	BCRTOWRWP	1	\$ 1,257.00	\$ 1,257.00
Hydraulic Front Mounted Receiver with Ram Post and Plate	BCHYDRAM	1	\$ 12,479.00	\$ 12,479.00
Interior Rubber Mats (In Place of Carpets)	BCRMF	1	\$ 455.00	\$ 455.00
Ford Ignition Key	3-104	2	\$ 350.00	\$ 700.00
Battery Trickle Charger	BCTC	1	\$ 1,392.00	\$ 1,392.00
Ford F550 Service Manuals	BCFMNL	1	\$ 625.00	\$ 625.00
BearCat (Configuration Subtotal)		1	\$ 292,578.00	\$ 292,578.00

Notes:	Proprietary	
	Subtotal	\$ 292,578.00
	Shipping	\$ 13,500.00
	Tax	\$ -
	Total Order	\$ 306,078.00

WARNING: Information Subject to Export Control Laws
The written approval of the Directorate of US Defense Trade Controls and Lenco Industries, Inc. must be obtained before reselling, transferring, transshipping or disposing of a defense article to any end user, end use or destination other than as stated on this Lenco quote or the shipper's export declaration in cases where an exemption is claimed under this subchapter ITAR 123.9(A).

Acceptance of this quotation or entering into a purchase agreement with Lenco, the purchaser agrees to Lenco's full Terms and Conditions of Sale, available upon request. This quote will be valid for 90 days.

ACCEPTANCE OF PROPOSAL –

Authorized Signature: _____
Please Sign and Return

Authorized Signature: *Daniel Besemer*
Daniel Besemer

Thank You



MICHAEL HOHL MOTORS

TERRY ROUDA | 806-474-6654 | terry.rouda@michaelhohl.com

Vehicle: [Fleet] 2023 Chevrolet Traverse (1NV56) AWD 4dr LS w/1FL (✔ Complete)

Quote: New Quote TRAV LS

1- JUVENILE PROBATION (Reference ID #40)

Quote Worksheet

	MSRP
Base Price	\$36,520.00
Dest Charge	\$1,395.00
Total Options	(\$10.00)
Subtotal	\$37,905.00
User Item	(\$6,900.00)
User Item	\$344.00
Subtotal Pre-Tax Adjustments	(\$6,556.00)
Less Customer Discount	\$3,425.68
Subtotal Discount	\$3,425.68
Trade-In	\$0.00
Subtotal Trade-In	\$0.00
Taxable Price	\$34,774.68
Sales Tax	\$0.00
Subtotal Taxes	\$0.00
TITLE TRANSFER	\$28.25
Subtotal Post-Tax Adjustments	\$28.25
Total Sales Price	\$34,802.93

Comments:

MIKE TRAVERSE LS

Dealer Signature / Date

Customer Signature / Date

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Data Version: 16930. Data Updated: Jul 12, 2022 6:52:00 PM PDT.



STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** August 4, 2022

Staff Contact: Nancy Paulson, City Manager

Agenda Title: For Possible Action: Discussion and possible action regarding the appointment of one member to the Advisory Board to Manage Wildlife to fill an at-large position to represent the general public of the City, for a term that will expire in July 2024. (Nancy Paulson, npaulson@carson.org)

Staff Summary: NRS 501.260 establishes a three or five-member county advisory board to manage wildlife, with qualified persons appointed by the Board of Supervisors. The Carson City Advisory Board to Manage Wildlife is comprised of five members and there is one position open; this is due to an expiration of term. A new application was received from Tim Wilson to fill the at-large position.

Agenda Action: Formal Action / Motion **Time Requested:** 15 mins

Proposed Motion

I move to appoint _____ to the citizen-at- large position for a term that will expire in July 2024.

Board's Strategic Goal

Quality of Life

Previous Action

N/A

Background/Issues & Analysis

Applicable Statute, Code, Policy, Rule or Regulation

NRS 501.260 and 501.265

Financial Information

Is there a fiscal impact? No

If yes, account name/number:

Is it currently budgeted?

Explanation of Fiscal Impact:

Alternatives

Re-open the position for additional applicants.

Attachments:

[Board Facts.pdf](#)

Board Action Taken:

Motion: _____

1) _____

2) _____

Aye/Nay

(Vote Recorded By)



Board Details

The Advisory Board to Manage Wildlife solicits and evaluates local opinion and advises the Nevada Division of Wildlife Commission on matters pertaining to wildlife and fish.

Overview

 **Size** 5 Seats

 **Term Length** 3 Years

 **Term Limit** 12 Years

Additional

Meetings

•4:00 p.m. •Location varies •Before those meetings of the Commission at which seasons, bag limits or hours are to be established and at such other times as the chairman may call or the Commission may request.

Powers & Duties

Typical duties are listed below: •Meet with the Nevada Division of Wildlife at public meetings to set season dates and quotas for big game, upland game, migratory birds and fishing seasons and limits. •Provide a public forum for the discussion of the Nevada Wildlife recommendations. •Make recommendations to the Nevada Division of Wildlife Commissioners on dates, quotas, season, and limits for wildlife and fish. •Provide a public forum for the discussion of legislation affecting wildlife and other policy matters affecting the Nevada Division of Wildlife. •Attend Nevada Division of Wildlife Commission meetings to report on the Advisory Board's recommendations.

Additional Information

[NRS_501.260-303.pdf](#)



Carson City, NV

Advisory Board to Manage Wildlife

Board Roster



Robert Boehmer

3rd Term Jul 16, 2015 - Jul 31, 2024

Appointing Authority Board of Supervisors

Position Sportsman, Rancher, Farmer



Corbett G Fleming

2nd Term Jul 21, 2022 - Jul 21, 2024

Position Sportsman, Rancher, Farmer

Office/Role Vice Chair



Martin "gene" E Green

2nd Term Jul 06, 2017 - Jul 31, 2022

Position Citizen at Large



Stephen "kirk" Stewart

2nd Term Dec 21, 2017 - Jul 31, 2024

Appointing Authority Board of Supervisors

Position Sportsman, Rancher, Farmer



Daniel T Thompson

2nd Term Aug 16, 2018 - Jul 31, 2024

Position Sportsman, Rancher, Farmer

Office/Role Chair

Profile

Tim _____ E _____ Wilson _____
 First Name Middle Initial Last Name

gaffer2615@sbcglobal.net _____
 Email Address

1720 La Mirada St _____
 Street Address Suite or Apt

Carson City _____ NV _____ 89703 _____
 City State Postal Code

Mobile: (775) 297-1619 _____
 Primary Phone Alternate Phone

Which Boards would you like to apply for?

Advisory Board to Manage Wildlife: Submitted

Question applies to multiple boards

Why would you like to serve on this Board/Committee/Commission?

My family settled in Nevada in the Mason Valley area in 1863, so I have long-standing roots in Nevada. I was born in Carson City, Nevada in 1966, and have spent my entire life in Carson City. I have hunted as long as I can remember and have participated in the tag draw process since I was 12 years old. I have closely followed wildlife management and have attended and watched many CAB and NDOW meetings. I believe I can be an asset to the Board as either the Sportsman or Citizen at large member. I retired in December of 2020 and can easily accommodate the time commitment required of the position.

Question applies to multiple boards

Are you currently a registered voter in Carson City?

Yes No

Question applies to multiple boards

Are you currently a member on any other Carson City Board, Committee or Commission?

Yes No

Question applies to multiple boards

If yes, please list:

Question applies to multiple boards

Term expiration:

Conflict of Interest

Question applies to multiple boards

Within the past twelve (12) months, have you been employed by Carson City (including as an elected official)?

Yes No

Question applies to multiple boards

Do you currently have a contract with Carson City for services/good?

Yes No

Question applies to multiple boards

If yes, please provide contract details:

Question applies to multiple boards

Have you been convicted of a felony, domestic violence or gross misdemeanor involving moral turpitude (conduct contrary to community standards of justice, honesty and good morals)?

Yes No

Education

College, Professional, Vocational or Other Schools attended:

Master of Science Civil Engineering - University of Nevada Reno

Major Subject:

Engineering

Degree Conferred:

B.S. Chemical Engineering M.S. Civil Engineering - Environmental emphasis

Briefly describe the qualifications you possess which you feel would be an asset to this Board/Committee/Commission:

Retired from the State of Nevada after 25-year career with the Nevada Division of Water Resources. Retired as the Nevada State Engineer.

List the community organizations in which you have participated and describe participation:

Elks Lodge #2177 - Various charitable causes. Nevada Water Resources Association - Volunteer to teach water right classes to the public.

List your affiliation with professional or technical societies: *if required for the position.

Registered Professional Engineer

Declaration to Accept Terms & Conditions

I understand that my submitted application is considered public information. I understand the Board of Supervisors may require a pre-appointment background check for any position if deemed warranted.

I hereby declare that all statements given by me on this form are truthful and complete to the best of my knowledge.

I have read and understand the Carson City's Boards, Committees and Commissions Policies and Procedures.

I Agree *

COUNTY ADVISORY BOARD TO MANAGE WILDLIFE

NRS 501.260 Creation; number of members; officers.

1. There is hereby created a county advisory board to manage wildlife in each of the several counties.
2. In a county whose population:
 - (a) Is less than 700,000, each board consists of three or five members, at the discretion of the board of county commissioners.
 - (b) Is 700,000 or more, each board consists of five or seven members, at the discretion of the board of county commissioners.
3. A chair and vice chair must be selected by each board.
[Part 13:101:1947; A 1949, 292; R 1953, 676; added 1953, 676] — (NRS A [1969, 1554](#); [1977, 1230](#); [1985, 1350](#); [1989, 2192](#); [2005, 457](#); [2011, 1293](#))

NRS 501.265 Appointment of members; vacancies.

1. The board of county commissioners shall appoint qualified persons to the board who are residents of the county and are:
 - (a) Hunters, trappers or anglers; or
 - (b) Engaged in ranching or farming in the county.
2. In addition to the members appointed pursuant to subsection 1, the board of county commissioners shall appoint one qualified person to the board who represents the interests of the general public of the county. The person appointed pursuant to this subsection must be a resident of the county from which he or she is appointed.
3. Within 60 days after a vacancy occurs, the board of county commissioners shall, if the vacant member was appointed:
 - (a) Pursuant to subsection 1, appoint a member to the board upon the recommendation of:
 - (1) Organizations that represent hunters, trappers or anglers in the county; and
 - (2) Persons who are engaged in ranching or farming in the county.
 - (b) Pursuant to subsection 2, appoint a member to the board pursuant to the provisions of that subsection.
4. Within 90 days after a vacancy occurs, the board of county commissioners shall report to the Commission the name and address of each member appointed.
[Part 13:101:1947; A 1949, 292; R 1953, 676; added 1953, 676] — (NRS A 1961, 473; [1969, 1554](#); [1971, 856](#); [1977, 1231](#); [1985, 1350](#); [1989, 2192](#); [2013, 445](#))

NRS 501.270 Qualifications of members. The members of the board must be citizens of Nevada and bona fide residents of the county from which appointed.
[Part 13:101:1947; A 1949, 292; R 1953, 676; added 1953, 676] — (NRS A [1969, 1555](#); [1985, 1351](#))

NRS 501.275 Appointment and terms of members.

1. The boards of county commissioners shall appoint members to the boards of their respective counties.
2. Each member appointed shall serve a term of 3 years.
[Part 13:101:1947; A 1949, 292; R 1953, 676; added 1953, 676] — (NRS A 1961, 474; [1969, 1555](#); [1977, 1231](#); [1985, 1351](#))

NRS 501.285 Compensation of members. Members of the board shall serve without salary or compensation.
[Part 13:101:1947; A 1949, 292; R 1953, 676; added 1953, 676] — (NRS A [1985, 1351](#))

NRS 501.290 Meetings. The board shall meet before each meeting of the Commission and at such other times as the chair may call or the Commission may request.

[Part 13:101:1947; A 1949, 292; R 1953, 676; added 1953, 676] — (NRS A [1969, 1556](#); [1985, 1351](#); [2015, 958](#))

NRS 501.293 Removal of member. Members of boards may be removed by the boards of county commissioners of the counties served for cause, including, but not limited to, absences from three consecutive, duly called board meetings, unless excused by their respective board chairs.

(Added to NRS by [1969, 1559](#); A [1977, 1231](#); [1985, 1351](#))

NRS 501.297 Duties: Evaluating local opinion and advising Commission. The boards shall solicit and evaluate local opinion and advise the Commission on matters relating to the management of wildlife.

(Added to NRS by [1969, 1560](#); A [1985, 1351](#); [2015, 958](#))

NRS 501.303 Duties: Submission of recommendations; attendance of chair or other members at meetings of Commission.

1. The boards shall submit recommendations for the management of wildlife and setting seasons for fishing, hunting and trapping, which must be considered by the Commission in its deliberation on and establishment of regulations.

2. The chair or vice chair, or members of the board appointed by them:

(a) Shall attend the meetings of the Commission; and

(b) Are entitled to receive such travel and per diem expenses as are allowed by law.

(Added to NRS by [1969, 1560](#); A [1979, 893](#); [1985, 1351](#); [1989, 2192](#); [2015, 958](#))



STAFF REPORT

Report To: Board of Supervisors

Meeting Date: August 4, 2022

Staff Contact: Carol Akers, Purchasing & Contracts Administrator and Sheri Russell, Chief Financial Officer

Agenda Title: For Possible Action: Discussion and possible action regarding Contract No. 21300271 for Internal Audit Services with Eide Bailly, LLP, for an initial three-year term with two one-year options, for a not to exceed annual amount of \$110,000. (Carol Akers, cakers@carson.org and Sheri Russell, srussell@carson.org)

Staff Summary: Carson City is required to have an internal audit function to perform the duties described in article 3, section 3.075(2) of the Carson City Charter. A formal request for Statement of Qualifications ("SOQ") 21300271 was released on February 28, 2022, requesting qualified firms to submit qualifications to perform the Internal Audit Services.

Agenda Action: Formal Action / Motion

Time Requested: 5 Minutes

Proposed Motion

I move to approve the contract as presented.

Board's Strategic Goal

Efficient Government

Previous Action

July 12, 2022 - the Carson City Audit Committee approved recommending to the Board of Supervisors the awarding of the contract for Internal Audit Services to Eide Bailly, LLP. The vote by the Audit Committee was four in favor of the recommendation, with one member absent.

Background/Issues & Analysis

A formal SOQ was released on February 28, 2022, and proposals were accepted until March 28, 2022 at 2:00 p.m. SOQs were received from two firms: Eide Bailly, LLP and Moss Adams, LLP. Both firms were selected to be interviewed. Both firms are very comparable, resulting in a difficult selection determination. Both firms possess governmental experience, have worked with Carson City in the past and charge comparable hourly fees.

Based on the Review and Selection Committee's review of the submissions and the interviews, Eide Bailly, LLP was selected to be recommended to the Audit Committee and the Board of Supervisors for the award of contract.

Eide Bailly, LLP is being recommended for the following reasons:

1. Extensive experience auditing Nevada cities, counties, school districts and state government, with significant knowledge of Nevada law.
2. Extensive experience auditing Carson City and in-depth knowledge of the City's departments and employees including operations, internal controls and risks.

3. In addition to achieving operating efficiencies, internal audits should provide an assurance that internal controls are effective to ensure reliable financial reporting. Eide Bailly has expertise in governmental financial reporting and single audits to include provisions of the new administrative requirements, cost principles and audit requirements for federal awards.

4. The hourly rates by staff level are very comparable to the firm that was considered; however, because Eide Bailly maintains an office in Reno, there will be minimal additional charges for travel expenses.

Applicable Statute, Code, Policy, Rule or Regulation

Article 3, section 3.075(2) of the Carson City Charter; NRS Chapter 332

Financial Information

Is there a fiscal impact? Yes

If yes, account name/number: General Fund - Internal Audit Department - Professional Services Account - 1010800-500309

Is it currently budgeted? Yes

Explanation of Fiscal Impact: \$110,000 was included in the Fiscal Year 2023 budget and is budgeted annually.

Alternatives

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

Attachments:

[21300271 Draft Contract.pdf](#)

Board Action Taken:

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

(Vote Recorded By)

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 21300271

Title: Internal Audit Services

THIS CONTRACT is made and entered into this _____ day of _____, 2022, by and between Carson City, a consolidated municipality, a political subdivision of the State of Nevada, hereinafter referred to as "CITY", and Eide Bailly LLP, hereinafter referred to as "CONSULTANT".

WITNESSETH:

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

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

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

WHEREAS, it is deemed necessary that the services of **CONSULTANT** for **CONTRACT No. 21300271** (hereinafter referred to as "Contract") are both necessary and in the best interest of **CITY**; and

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

1. REQUIRED APPROVAL:

This Contract shall not become effective until and unless approved by the Carson City Board of Supervisors.

2. SCOPE OF WORK (Incorporated Contract Documents):

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

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

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

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

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

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

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

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

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

2.8 CITY Responsibilities:

2.8.1 **CITY** shall make available to **CONSULTANT** all technical data that is in **CITY'S** possession, reasonably required by **CONSULTANT** relating to the SERVICES.

2.8.2 **CITY** shall provide access to and make all provisions for **CONSULTANT** to enter upon public and private lands, to the fullest extent permitted by law, as reasonably required for **CONSULTANT** to perform the SERVICES.

2.8.3 **CITY** shall examine all reports, correspondence, and other documents presented by **CONSULTANT** upon request of **CITY**, and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the work of **CONSULTANT**.

2.8.4 It is expressly understood and agreed that all work done by **CONSULTANT** shall be subject to inspection and acceptance by **CITY** and approval of SERVICES shall not forfeit the right of **CITY** to require correction, and nothing contained herein shall relieve **CONSULTANT** of the responsibility of the SERVICES required under the terms of this Contract until all SERVICES have been completed and accepted by **CITY**.

3. CONTRACT TERM:

3.1 The term of this Contract begins retroactively on July 1, 2022, subject to Carson City Board of Supervisors' approval (anticipated to be August 4, 2022) and ends on June 30, 2025, with two (2) one-year options at the sole discretion of the CITY, unless sooner terminated by either party as specified in **Section 7** (CONTRACT TERMINATION).

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 21300271

Title: Internal Audit Services

4. NOTICE:

4.1 Except any applicable bid and award process where notices may be limited to postings by **CITY** on its Bid Opportunities website (www.carson.org), all notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by e-mail, by regular mail, by telephonic facsimile with simultaneous regular mail, or by certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified below.

4.2 Notice to **CONSULTANT** shall be addressed to:

Kimberley K. Higgins, CPA, Engagement Partner
Eide Bailly, LLP
5441 Kietzke Ln. Ste. 150
Reno, NV 89511
303-539-5905
Khiggins@eidebailly.com
Cc: adonovan@eidebailly.com

4.3 Notice to **CITY** shall be addressed to:

Carson City Purchasing and Contracts Department
Carol Akers, Purchasing and Contracts Administrator
201 North Carson Street, Suite 2
Carson City, NV 89701
775-283-7362 / FAX 775-887-2286
CAkers@carson.org

5. COMPENSATION:

5.1 The parties agree that **CONSULTANT** will provide the SERVICES specified in Section 2 (SCOPE OF WORK) and **CITY** agrees to pay **CONSULTANT** the Contract's compensation based upon the Scope of Work Fee Schedule for a not to exceed maximum annual amount of One Hundred Ten Thousand Dollars and 00/100 (\$110,000.00), and hereinafter referred to as "Contract Sum".

5.2 Contract Sum represents full and adequate compensation for the completed SERVICES, and includes the furnishing of all materials; all labor, equipment, tools, and appliances; and all expenses, direct or indirect, connected with the proper execution of the SERVICES.

5.4 **CITY** has provided a sample invoice and **CONSULTANT** shall submit its request for payment using said sample invoice.

5.5 Payment by **CITY** for the SERVICES rendered by **CONSULTANT** shall be due within thirty (30) calendar days from the date **CITY** acknowledges that the performance meets the requirements of this Contract or from the date the correct, complete, and descriptive invoice is received by **CITY** employee designated on the sample invoice, whichever is the later date.

5.6 **CITY** does not agree to reimburse **CONSULTANT** for expenses unless otherwise specified.

6. TIMELINESS OF BILLING SUBMISSION:

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 21300271

Title: Internal Audit Services

6.1 The parties agree that timeliness of billing is of the essence to this Contract and recognize that **CITY** is on a fiscal year which is defined as the period beginning July 1 and ending June 30 of the following year. All billings for dates of service prior to July 1 must be submitted to **CITY** no later than the first Friday in August of the same year. A billing submitted after the first Friday in August will subject **CONSULTANT** to an administrative fee not to exceed \$100.00. The parties hereby agree this is a reasonable estimate of the additional costs to **CITY** of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to **CONSULTANT**.

7. CONTRACT TERMINATION:

7.1 Termination Without Cause:

7.1.1 Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated upon written notice by mutual consent of both parties or unilaterally by either party without cause.

7.1.2 **CITY** reserves the right to terminate this Contract for convenience whenever it considers termination, in its sole and unfettered discretion, to be in the public interest. In the event that the Contract is terminated in this manner, payment will be made for SERVICES actually completed. If termination occurs under this provision, in no event shall **CONSULTANT** be entitled to anticipated profits on items of SERVICES not performed as of the effective date of the termination or compensation for any other item, including but not limited to, unabsorbed overhead. **CONSULTANT** shall require that all subcontracts which it enters related to this Contract likewise contain a termination for convenience clause which precludes the ability of any subcontractant to make claims against **CONSULTANT** for damages due to breach of contract, of lost profit on items of SERVICES not performed or of unabsorbed overhead, in the event of a convenience termination.

7.2 Termination for Nonappropriation:

7.2.1 All payments and SERVICES provided under this Contract are contingent upon the availability of the necessary public funding, which may include various internal and external sources. In the event that Carson City does not acquire and appropriate the funding necessary to perform in accordance with the terms of the Contract, the Contract shall automatically terminate upon **CITY'S** notice to **CONSULTANT** of such nonappropriation, and no claim or cause of action may be based upon any such nonappropriation.

7.3 Cause Termination for Default or Breach:

7.3.1 A default or breach may be declared with or without termination.

7.3.2 This Contract may be terminated by either party upon written notice of default or breach to the other party as follows:

7.3.2.1 If **CONSULTANT** fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or any SERVICES called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or

7.3.2.2 If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by **CONSULTANT** to provide the goods or SERVICES or any services required by this

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

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Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

7.3.2.3 If **CONSULTANT** becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or

7.3.2.4 If **CITY** materially breaches any material duty under this Contract and any such breach impairs **CONSULTANT'S** ability to perform; or

7.3.2.5 If it is found by **CITY** that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by **CONSULTANT**, or any agent or representative of **CONSULTANT**, to any officer or employee of **CITY** with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or

7.3.2.6 If it is found by **CITY** that **CONSULTANT** has failed to disclose any material conflict of interest relative to the performance of this Contract.

7.4 Time to Correct (Declared Default or Breach):

7.4.1 Termination upon a declared default or breach may be exercised only after providing 7 (seven) calendar days written notice of default or breach, and the subsequent failure of the defaulting or breaching party, within five (5) calendar days of providing that default or breach notice, to provide evidence satisfactory to the aggrieved party demonstrating that the declared default or breach has been corrected. Time to correct shall run concurrently with any notice of default or breach and such time to correct is not subject to any stay with respect to the nonexistence of any Notice of Termination. Untimely correction shall not void the right to termination otherwise properly noticed unless waiver of the noticed default or breach is expressly provided in writing by the aggrieved party. There shall be no time to correct with respect to any notice of termination without cause or termination for nonappropriation.

7.5 Winding Up Affairs Upon Termination:

7.5.1 In the event of termination of this Contract for any reason, the parties agree that the provisions of this **Subsection 7.5** (Winding Up Affairs Upon Termination) survive termination:

7.5.1.1 The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination; and

7.5.1.2 **CONSULTANT** shall satisfactorily complete SERVICES in progress at the agreed rate (or a pro rata basis if necessary) if so requested by **CITY**; and

7.5.1.3 **CONSULTANT** shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by **CITY**; and

7.5.1.4 **CONSULTANT** shall preserve, protect, and promptly deliver into **CITY** possession all proprietary information in accordance **Section 19** (CITY OWNERSHIP OF PROPRIETARY INFORMATION).

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

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7.6 Notice of Termination:

7.6.1 Unless otherwise specified in this Contract, termination shall not be effective until seven (7) calendar days after a party has provided written notice of default or breach, or notice of without cause termination. Notice of Termination may be given at the time of notice of default or breach, or notice of without cause termination. Notice of Termination may be provided separately at any time after the running of the 7-day notice period, and such termination shall be effective on the date the Notice of Termination is provided to the party unless a specific effective date is otherwise set forth therein. Any delay in providing a Notice of Termination after the 7-day notice period has run without a timely correction by the defaulting or breaching party shall not constitute any waiver of the right to terminate under the existing notice(s).

8. REMEDIES:

Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorney's fees and costs. The parties agree that, in the event a lawsuit is filed and a party is awarded attorney's fees by the court, for any reason, the amount of recoverable attorney's fees shall not exceed the rate of \$125 per hour. CITY may set off consideration against any unpaid obligation of CONSULTANT to CITY.

9. LIMITED LIABILITY:

CITY will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise expressly provided for elsewhere in this Contract. Damages for any CITY breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to CONSULTANT, for the fiscal year budget in existence at the time of the breach. CONSULTANT'S tort liability shall not be limited.

10. FORCE MAJEURE:

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

11. INDEMNIFICATION:

11.1 To the extent permitted by law, including, but not limited to, the provisions of NRS Chapter 41, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other party from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorney's fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of the indemnity which would otherwise exist as to any party or person described in this Section.

11.2 As required by NRS 338.155, if this Contract involves a "public work" construction project as defined above, CONSULTANT shall defend, indemnify and hold harmless the CITY, and the employees, officers and agents of the public body from any liabilities, damages, losses, claims, actions or proceedings, including without limitation, reasonable attorney's fees, to the extent that such liabilities, damages, losses, claims, actions or proceedings are caused by the negligence, errors, omissions, recklessness or intentional misconduct of the CONSULTANT or the employees or agents of the CONSULTANT in the performance of the Contract. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of the indemnity which would otherwise exist as

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

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to any party or person described in this section. However, with respect to any anticipated benefits to **CITY** resulting from the Scope of Work, **CONSULTANT** shall not be responsible or liable to **CITY** for any warranties, guarantees, fitness for a particular purpose or loss of anticipated profits resulting from any termination of this Contract. Additionally, **CONSULTANT** shall not be responsible for acts and decisions of third parties, including governmental agencies, other than **CONSULTANT'S** subcontractors, that impact project completion and/or success.

11.3 Except as otherwise provided in **Subsection 11.5** below, the indemnifying party shall not be obligated to provide a legal defense to the indemnified party, nor reimburse the indemnified party for the same, for any period occurring before the indemnified party provides written notice of the pending claim(s) or cause(s) of action to the indemnifying party, along with:

11.3.1 a written request for a legal defense for such pending claim(s) or cause(s) of action; and

11.3.2 a detailed explanation of the basis upon which the indemnified party believes that the claim or cause of action asserted against the indemnified party implicates the culpable conduct of the indemnifying party, its officers, employees, and/or agents.

11.4 After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall not be obligated to fund or reimburse any fees or costs provided by any additional counsel for the indemnified party, including counsel through which the indemnified party might voluntarily choose to participate in its defense of the same matter.

11.5 After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall be obligated to reimburse the reasonable attorney's fees and costs incurred by the indemnified party during the initial thirty (30) day period of the claim or cause of action, if any, incurred by separate counsel.

12. **INDEPENDENT CONTRACTOR:**

12.1 **CONSULTANT**, as an independent contractor, is a natural person, firm or corporation who agrees to perform SERVICES for a fixed price according to his or its own methods and without subjection to the supervision or control of the **CITY**, except as to the results of the SERVICES, and not as to the means by which the SERVICES are accomplished.

12.2 It is mutually agreed that **CONSULTANT** is associated with **CITY** only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted SERVICES pursuant to this Contract. **CONSULTANT** is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract.

12.3 Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for **CITY** whatsoever with respect to the indebtedness, liabilities, and obligations of **CONSULTANT** or any other party.

12.4 **CONSULTANT**, in addition to **Section 11** (INDEMNIFICATION), shall indemnify and hold **CITY** harmless from, and defend **CITY** against, any and all losses, damages, claims, costs, penalties, liabilities, expenses arising out of or incurred in any way because of, but not limited to, **CONSULTANT'S** obligations or legal duties regarding any taxes, fees, assessments, benefits, entitlements, notice of benefits, employee's eligibility to work, to any third party, subcontractor, employee, state, local or federal governmental entity.

12.5 Neither **CONSULTANT** nor its employees, agents, or representatives shall be considered employees, agents, or representatives of **CITY**.

13. **INSURANCE REQUIREMENTS (GENERAL):**

13.1 **NOTICE: The following general insurance requirements shall apply unless these general**

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

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Title: Internal Audit Services

requirements are altered by any specific requirements set forth in CITY'S solicitation for bid document, the adopted bid or other document incorporated into this Contract by the parties.

13.2 **CONSULTANT**, as an independent contractor and not an employee of **CITY**, must carry policies of insurance in amounts specified and pay all taxes and fees incident hereunto. **CITY** shall have no liability except as specifically provided in this Contract.

13.3 **CONSULTANT** shall not commence work before: (1) **CONSULTANT** has provided the required evidence of insurance to **CITY** Purchasing and Contracts, and (2) **CITY** has approved the insurance policies provided by **CONSULTANT**.

13.4 Prior approval of the insurance policies by **CITY** shall be a condition precedent to any payment of consideration under this Contract and **CITY'S** approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this Contract. Any failure of **CITY** to timely approve shall not constitute a waiver of the condition.

13.5 *Insurance Coverage (13.6 through 13.23):*

13.6 **CONSULTANT** shall, at **CONSULTANT'S** sole expense, procure, maintain and keep in force for the duration of this Contract the following insurance conforming to the minimum requirements specified below. Unless specifically specified herein or otherwise agreed to by **CITY**, the required insurance shall be in effect prior to the commencement of work by **CONSULTANT** and shall continue in force as appropriate until the later of:

13.6.1 Final acceptance by **CITY** of the completion of this Contract; or

13.6.2 Such time as the insurance is no longer required by **CITY** under the terms of this Contract.

13.6.3 Any insurance or self-insurance available to **CITY** under its coverage(s) shall be in excess of and non-contributing with any insurance required from **CONSULTANT**. **CONSULTANT'S** insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by **CITY**, **CONSULTANT** shall provide **CITY** with renewal or replacement evidence of insurance no less than thirty (30) calendar days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by this Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as **CONSULTANT** has knowledge of any such failure, **CONSULTANT** shall immediately notify **CITY** and immediately replace such insurance or bond with an insurer meeting the requirements.

13.7 *General Insurance Requirements (13.8 through 13.23):*

13.8 **Certificate Holder:** Each liability insurance policy shall list Carson City c/o Carson City Purchasing and Contracts, 201 N. Carson Street, Suite 2, Carson City, NV 89701 as a certificate holder.

13.9 **Additional Insured:** By endorsement to the general liability insurance policy evidenced by **CONSULTANT**, The City and County of Carson City, Nevada, its officers, employees and immune contractors shall be named as additional insureds for all liability arising from this Contract.

13.10 **Waiver of Subrogation:** Each liability insurance policy shall provide for a waiver of subrogation as to additional insured, unless:

13.10.1 **CONSULTANT** maintains an additional \$5,000,000.00 umbrella policy in lieu of the Waiver of Subrogation Clause.

13.11 **Cross-Liability:** All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.

13.12 **Deductibles and Self-Insured Retentions:** Insurance maintained by **CONSULTANT** shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

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Title: Internal Audit Services

specifically agreed to by **CITY**. Such approval shall not relieve **CONSULTANT** from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$50,000.00 per occurrence, unless otherwise approved by **CITY**.

13.13 **Policy Cancellation:** Except for ten (10) calendar days notice for non-payment of premium, each insurance policy shall be endorsed to state that; without thirty (30) calendar days prior written notice to Carson City Purchasing and Contracts, the policy shall not be canceled, non-renewed or coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by mail to Carson City Purchasing and Contracts, 201 N. Carson Street, Suite 2, Carson City, NV 89701.

13.14 **Approved Insurer:** Each insurance policy shall be issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made, and currently rated by A.M. Best as "A-VII" or better.

13.15 **Evidence of Insurance:** Prior to commencement of work, **CONSULTANT** must provide the following documents to Carson City Purchasing and Contracts, 201 North Carson Street, Suite 2, Carson City, NV 89701:

13.16 **Certificate of Insurance:** The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to Carson City Purchasing and Contracts to evidence the insurance policies and coverages required of **CONSULTANT**.

13.17 **Additional Insured Endorsement:** An Additional Insured Endorsement (CG20 10 or C20 26), signed by an authorized insurance company representative, must be submitted to Carson City Purchasing and Contracts to evidence the endorsement of **CITY** as an additional insured per **Subsection 13.9** (Additional Insured).

13.18 **Schedule of Underlying Insurance Policies:** If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlying Schedule from the Umbrella or Excess insurance policy may be required.

13.19 **Review and Approval:** Documents specified above must be submitted for review and approval by **CITY** Purchasing and Contracts prior to the commencement of work by **CONSULTANT**. Neither approval by **CITY** nor failure to disapprove the insurance furnished by **CONSULTANT** shall relieve **CONSULTANT** of **CONSULTANT'S** full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of **CONSULTANT** or its subcontractors, employees or agents to **CITY** or others, and shall be in addition to and not in lieu of any other remedy available to **CITY** under this Contract or otherwise. **CITY** reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

13.20 **COMMERCIAL GENERAL LIABILITY INSURANCE:**

13.20.1 *Minimum Limits required:*

13.20.2 Two Million Dollars (\$2,000,000.00) - General Aggregate.

13.20.3 Two Million Dollars (\$2,000,000.00) - Products & Completed Operations Aggregate.

13.20.4 One Million Dollars (\$1,000,000.00) - Each Occurrence.

13.20.5 Coverage shall be on an occurrence basis and shall be at least as broad as ISO 1996 form CG 00 01 (or a substitute form providing equivalent coverage); and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, civil lawsuits, Title VII actions and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 21300271

Title: Internal Audit Services

13.21 BUSINESS AUTOMOBILE LIABILITY INSURANCE:

13.21.1 *Minimum Limit required:*

13.21.2 One Million Dollars (\$1,000,000.00) per occurrence for bodily injury and property damage.

13.21.3 Coverage shall be for "any auto", including owned, non-owned and hired vehicles. The policy shall be written on ISO form CA 00 01 or a substitute providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

13.22 PROFESSIONAL LIABILITY INSURANCE (Architects, Engineers and Land Surveyors)

13.22.1 *Minimum Limit required:*

13.22.2 One Million Dollars (\$1,000,000.00).

13.22.3 Retroactive date: Prior to commencement of the performance of this Contract.

13.22.4 Discovery period: Three (3) years after termination date of this Contract.

13.22.5 A certified copy of this policy may be required.

13.23 WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:

13.23.1 **CONSULTANT** shall provide workers' compensation insurance as required by NRS Chapters 616A through 616D inclusive and Employer's Liability insurance with a minimum limit of \$500,000.00 each employee per accident for bodily injury by accident or disease.

13.23.2 **CONSULTANT** may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that **CONSULTANT** is a sole proprietor; that **CONSULTANT** will not use the services of any employees in the performance of this Contract; that **CONSULTANT** has elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and that **CONSULTANT** is otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

14. BUSINESS LICENSE:

14.1 **CONSULTANT** shall not commence work before **CONSULTANT** has provided a copy of his Carson City business license to Carson City Purchasing and Contracts.

14.2 The Carson City business license shall continue in force until the later of: (1) final acceptance by **CITY** of the completion of this Contract; or (2) such time as the Carson City business license is no longer required by **CITY** under the terms of this Contract.

15. COMPLIANCE WITH LEGAL OBLIGATIONS:

CONSULTANT shall procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by **CONSULTANT** to provide the goods or SERVICES or any services of this Contract. **CONSULTANT** will be responsible to pay all government obligations, including, but not limited to, all taxes, assessments, fees, fines, judgments, premiums, permits, and licenses required or imposed by law or a court. Real property and personal property taxes are the responsibility of **CONSULTANT** in accordance with NRS Chapter 361 generally and NRS 361.157 and 361.159, specifically regarding for profit activity. **CONSULTANT** agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. **CITY** may set-off against consideration due any delinquent government obligation.

If the **CITY** was required by NRS 332.039(1) to advertise or request a proposal for this Agreement, by signing this Agreement, the **CONSULTANT** provides a written certification that the **CONSULTANT** is not currently engaged

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 21300271

Title: Internal Audit Services

in, and during the Term shall not engage in, a Boycott of Israel. The term "Boycott of Israel" has the meaning ascribed to that term in Section 3 of Nevada Senate Bill 26 (2017). The **CONSULTANT** shall be responsible for fines, penalties, and payment of any State of Nevada or federal funds that may arise (including those that the CITY pays, becomes liable to pay, or becomes liable to repay) as a direct result of the **CONSULTANT'S** non-compliance with this Section.

16. WAIVER OF BREACH:

Failure to declare a breach or the actual waiver of any particular breach of this Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

17. SEVERABILITY:

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

18. ASSIGNMENT / DELEGATION:

To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by **CITY**, such offending portion of the assignment shall be void, and shall be a breach of this Contract. **CONSULTANT** shall neither assign, transfer nor delegate any rights, obligations or duties under this Contract without the prior written approval of **CITY**. The parties do not intend to benefit any third party beneficiary regarding their respective performance under this Contract.

19. CITY OWNERSHIP OF PROPRIETARY INFORMATION:

Any files, reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer programs, computer codes, and computer records (which are intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by **CONSULTANT** (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of **CITY** and all such materials shall be delivered into **CITY** possession by **CONSULTANT** upon completion, termination, or cancellation of this Contract. **CONSULTANT** shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of **CONSULTANT'S** obligations under this Contract without the prior written consent of **CITY**. Notwithstanding the foregoing, **CITY** shall have no proprietary interest in any materials licensed for use by **CITY** that are subject to patent, trademark or copyright protection.

20. PUBLIC RECORDS:

Pursuant to NRS 239.010, information or documents received from **CONSULTANT** may be open to public inspection and copying. **CITY** will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. **CONSULTANT** may clearly label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 332.061, provided that **CONSULTANT** thereby agrees to indemnify and defend **CITY** for honoring such a designation. The failure to so label any document that is released by **CITY** shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

21. CONFIDENTIALITY:

CONSULTANT shall keep confidential all information, in whatever form, produced, prepared, observed or received by **CONSULTANT** to the extent that such information is confidential by law or otherwise required by this Contract.

22. FEDERAL FUNDING:

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 21300271

Title: Internal Audit Services

22.1 *In the event federal grant funds are used for payment of all or part of this Contract:*

22.1.1 **CONSULTANT** certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

22.1.2 **CONSULTANT** and its subcontractors must be registered in the US Government System for Award Management (SAM) for verification on projects with federal funding.

22.1.3 **CONSULTANT** and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

22.1.4 **CONSULTANT** and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and Executive Order 11478 (July 21, 2014) and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, sexual orientation, gender identity, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).

22.1.5 If and when applicable to the particular federal funding and the Scope of Work under this Contract, **CONSULTANT** and its subcontractors shall comply with: American Iron and Steel (AIS) provisions of P.L. 113- 76, Consolidated Appropriations Act, 2014, Section 1605 – Buy American (100% Domestic Content of iron, steel and manufactured goods); Federal Highway Administration (FHWA) 23 U.S.C. § 313 – Buy America, 23 C.F.R. § 635.410 (100% Domestic Content of steel, iron and manufactured products); Federal Transit Administration (FTA) 49 U.S.C. § 5323(j), 49 C.F.R. Part 661 – Buy America Requirements (See 60% Domestic Content for buses and other Rolling Stock).

23. **LOBBYING:**

23.1 The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:

23.1.1 Any federal, state, county or local agency, legislature, commission, council or board;

23.1.2 Any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or

23.1.3 Any officer or employee of any federal, state, county or local agency; legislature, commission, council or board.

24. **GENERAL WARRANTY:**

CONSULTANT warrants that it will perform all SERVICES required hereunder in accordance with the prevailing standard of care by exercising the skill and care normally required of individuals performing the same or similar SERVICES, under the same or similar circumstances, in the State of Nevada.

25. **PROPER AUTHORITY:**

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 21300271

Title: Internal Audit Services

The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. **CONSULTANT** acknowledges that this Contract is effective only after approval by the Carson City Board of Supervisors and only for the period of time specified in this Contract. Any SERVICES performed by **CONSULTANT** before this Contract is effective or after it ceases to be effective is performed at the sole risk of **CONSULTANT**.

26. ALTERNATIVE DISPUTE RESOLUTION (Public Work):

If the SERVICES under this Contract involve a "public work" as defined under NRS 338.010(18), then pursuant to NRS 338.150, a public body charged with the drafting of specifications for a public work shall include in the specifications a clause requiring the use of a method of alternative dispute resolution ("ADR") before initiation of a judicial action if a dispute arising between the public body and the **CONSULTANT** engaged on the public work cannot otherwise be settled. Therefore, unless ADR is otherwise provided for by the parties in any other incorporated attachment to this Contract, in the event that a dispute arising between **CITY** and **CONSULTANT** regarding that public work cannot otherwise be settled, **CITY** and **CONSULTANT** agree that, before judicial action may be initiated, **CITY** and **CONSULTANT** will submit the dispute to non-binding mediation. **CITY** shall present **CONSULTANT** with a list of three potential mediators. **CONSULTANT** shall select one person to serve as the mediator from the list of potential mediators presented by **CITY**. The person selected as mediator shall determine the rules governing the mediation.

27. GOVERNING LAW / JURISDICTION:

This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. **CONSULTANT** consents and agrees to the jurisdiction of the courts of the State of Nevada located in Carson City, Nevada for enforcement of this Contract.

28. ENTIRE CONTRACT AND MODIFICATION:

This Contract and its integrated attachment(s) constitute the entire Contract of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other Contracts that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Carson City Board of Supervisors. Conflicts in language between this Contract and any other agreement between **CITY** and **CONSULTANT** on this same matter shall be construed consistent with the terms of this Contract. The parties agree that each has had their respective counsel review this Contract which shall be construed as if it was jointly drafted.

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 21300271

Title: Internal Audit Services

29. ACKNOWLEDGMENT AND EXECUTION:

This Contract may be executed in counterparts. The parties hereto have caused this Contract to be signed and intend to be legally bound thereby as follows:

CITY

Executive Office
Attn: Carol Akers, Purchasing & Contracts Administrator
Purchasing and Contracts Department
201 North Carson Street, Suite 2
Carson City, Nevada 89701
Telephone: 775-283-7362
Fax: 775-887-2286
CAkers@carson.org

CITY'S LEGAL COUNSEL

Carson City District Attorney

I have reviewed this Contract and approve as to its legal form.

By: _____
Sheri Russell, Chief Financial Officer

By: _____
Deputy District Attorney

Dated _____

Dated _____

CITY'S ORIGINATING DEPARTMENT

CONSULTANT will not be given authorization to begin work until this Contract has been signed by Purchasing and Contracts

BY: Carol Akers

Acct: 1010800-500309

By: _____

Dated _____

:

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 21300271

Title: Internal Audit Services

Undersigned deposes and says under penalty of perjury: That he/she is **CONSULTANT** or authorized agent of **CONSULTANT**; that he/she has read the foregoing Contract; and that he/she understands the terms, conditions and requirements thereof.

CONSULTANT

BY: Kimberley K. Higgins, CPA

TITLE: Engagement Partner

FIRM: Eide Bailly, LLP

CARSON CITY BUSINESS LICENSE #: BL-002360

Address: 5441 Kietzke Ln. Ste. 150

City: Reno **State:** NV **Zip Code:** 89701

Telephone: 303-539.5905

E-mail Address: khiggins@eidebailly.com

(Signature of Consultant)

DATED _____

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 21300271

Title: Internal Audit Services

CONTRACT ACCEPTANCE AND EXECUTION:

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of August 4, 2022, approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 21300271**. Further, the Board of Supervisors authorizes the Mayor of Carson City, Nevada to sign this document and record the signature for the execution of this Contract in accordance with the action taken.

CARSON CITY, NEVADA

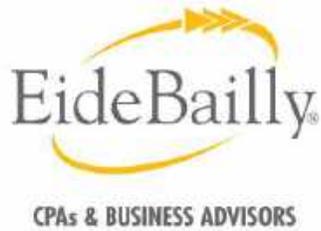
LORI BAGWELL, MAYOR

DATED this 4th day of August, 2022.

ATTEST:

AUBREY ROWLATT, CLERK-RECORDER

DATED this 4th day of August, 2022.



**Response to Request for Statement of Qualifications (SOQ) #21300271
to Perform Internal Audit Services for
CARSON CITY, NEVADA**

March 28, 2022

Submitted By:

Eide Bailly LLP
5441 Kietzke Ln. Ste. 150
Reno, Nevada 89511

Contacts

Kimberley K. Higgins, CPA
Ph. 303.539.5905 (direct)
khiggins@eidebailly.com

Audrey Donovan, CIA, CGAP, CRMA
Ph. 303.586.8533 (direct)
adonovan@eidebailly.com

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EXPERIENCE

Our experienced professionals are committed to the industries we serve. We focus on training, and we like to think of ourselves as thought leaders.

PEOPLE

We're a team of collaborators and innovators. Our culture is the heart of our firm, and we're always working together to do things differently and better.

COMMUNICATION

Open, honest, frequent communication ensures that you're not in for any surprises. We'll stay in touch throughout the year so you feel understood, connected and confident.

CORPORATE RESPONSIBILITY

We consider ourselves good corporate citizens—caring for our people, giving back to our communities, and taking care of our environment.

a. Introductory Cover Letter

March 28, 2022

Carol Akers – Purchasing and Contracts Administrator
Carson City Purchasing and Contracts
201 N. Carson Street, Suite 2
Carson City, NV 89701

Dear Ms. Akers,

Enclosed is Eide Bailly LLP’s (Eide Bailly) response to Carson City’s (the City) Request for Statement of Qualifications (SOQ) 21300271 to perform the City’s Internal Audit Services. The enclosed proposal demonstrates that the City will benefit from the continued service and relationship we have collaboratively built with you since 2018. We strongly believe we are your valued partner, now and into the future, to assist with tailored, city-wide risk assessments, detailed annual audit plans, and independent internal audit and performance audit services.

Our objective is to enhance and protect the City’s organizational values by providing risk-based and objective assurance, advice and insight. Our resources help the City accomplish its objectives by bringing a systematic, disciplined approach to evaluate and improve the effectiveness of governance, risk management and control processes.

Thank you for giving Eide Bailly the opportunity to present our qualifications to perform the City’s independent Internal Audit function. We are confident the City will benefit from our continued service for the following reasons:

Extensive Government Industry Experience: Our deep government consulting experience is rooted in more than **70 years** of experience serving cities similar to yours and currently providing similar services to more than 1,200 government clients throughout the nation. Our professional consultants work closely together so you receive valuable service from people who understand your needs and know your operations. We will work closely with the City to identify issues and provide responsive solutions that are tailored to your needs.

Depth of Resources: The service team assigned has provided internal audit services to the City since 2018 and prior to that Eide Bailly was the City’s former external auditor. This experience will continue to bring the City services and support with our multidisciplinary service team of internal auditors, performance auditors, government audit professionals, information systems professionals, cybersecurity professionals, fraud and forensic accountants, government finance managers and certified public accountants. Our size enables us to be responsive to the City’s needs and unique challenges while also providing the necessary breadth and depth of services required in today’s complex and ever-changing environment.

We deliver honest and insightful advice beyond what is normally experienced in the public accounting industry. If you are still wondering why Eide Bailly, our tagline sums it up—what inspires you, inspires us. Your success is our success.

At a Glance GOVERNMENT



70+
YEARS EXPERIENCE



1,200
INDUSTRY CLIENTS



275+
DEDICATED STAFF



\$22.8 BILLION ANNUAL
AVERAGE IN SINGLE AUDITS

What inspires you, inspires us. | eidebailly.com

Primary Contacts for the City



Kimberley K. Higgins, CPA Engagement Partner	Audrey Donovan, CIA, CGAP, CRMA Senior Project Manager
Ph. 303.539.5905 (direct) khiggins@eidebailly.com	Ph. 303.586.8533 (direct) adonovan@eidebailly.com

AT A GLANCE



TOP 25 CPA FIRM



40+ OFFICES IN 14 STATES



350+ PARTNERS



2,500+ STAFF MEMBERS



FOUNDED IN 1917

To ensure that you receive the best from all working with you, both Kim and Audrey will be actively involved in the work we perform. We are proud and honored to work with Carson City as your trusted advisor and look forward to discussing any questions concerning this proposal. Thank you again for your consideration.

Sincerely,

Kimberley K. Higgins, CPA
Partner

Audrey Donovan, CIA, CGAP, CRMA
Senior Manager

Why Choose Eide Bailly to be your Internal Audit Partner?

- Consulting knowledge in risk and compliance
- Specific industry expertise and benchmarking capability
- Top 25 CPA firm with over 100 years of experience
- Specialized insight related to compliance and operational efficiency
- Data analysis capabilities



b. Relevant Internal Audit Experience

When it comes to managing business risk, control and governance within your organization, it is not just about the financial requirements. An internal audit provides a tool to address and manage business, implement added accountability and improve your assessment and continuing measurement of risk and more.

Our internal audit services within our risk advisory practice represents a core component of our firm's overall consulting practice. Our internal audit experience includes a wide range of services for government, nonprofit, higher education, foundation, and for-profit entities. Our team has the experience, skill sets, knowledge, education, certifications, and multidisciplinary background to provide Carson City with the following range of services, which include, but are not limited to:

- Performance Audits
- Internal Audits
- Internal Controls Review
- Risk Assessments (Enterprise Risk, Fraud Risk, Internal Controls, Information Technology Risks)
- Information Technology Audits
- Vulnerability and Security (i.e., Cyber) Assessments
- Fraud & Forensic Investigations

We understand our role as internal auditors will be one of independence with no direct operational responsibility or authority over any activities audited, with the audit process and reports performed in compliance with auditing and reporting standards established by **The Institute of Internal Auditors**.

We are currently the outsourced internal auditor for Carson City, as well as several other government entities. As such, we understand the City's request, expectations and requirements for a successful internal audit function and can hit the ground running without requiring additional time to learn about the City or how to interact with City officials or departments. We already have that knowledge and good working relationship for us to continue our progress with the 2022/2023 internal audit activities in an effective, efficient and seamlessly manner.

We will continue to perform a Citywide Risk Assessment in collaboration with the City's Chief Financial Officer, City Manager, Department Heads and Audit Committee. Risks identified will be prioritized and used to develop the Annual Audit Plan, with both the Citywide Risk Assessment and Annual Audit Plan presented to the Audit Committee and Board of Supervisors (BOS) for approval. Projects as directed by the Audit Committee will be performed in alignment with the approved Audit Plan and in accordance with internal audit standards.



INDUSTRY KNOWLEDGE

Team members are well positioned in government industry organizations throughout the nation. Some of these include:

- **American Institute of Certified Public Accountants (AICPA)**
 - Governmental Audit Quality Center (GAQC)
 - State and Local Government Expert Panel
 - Private Companies Practice Section Technical Committee (PCPS)
- **Institute of Internal Auditors (IIA)**
- **Association for Local Government Auditors (ALGA)**
- **Association of Governmental Accountants (AGA)**
 - Both local and national board involvement, including leadership positions.
 - Financial Management Standards Board
 - Governmental Accounting Standards Advisory Council (GASAC)
- **Government Finance Officers Association (GFOA)**
 - Leadership roles, both national and local.
 - Review committee for the GFOA's Certificate of Excellence for Achievement in Financial Reporting.
- **Government Accounting Standards Board (GASB)**
 - Janeen Hathcock, Senior Manager, just completed a GASB fellowship working on current GASB projects and brings that project experience back to our clients.

Internal Audit and Performance Audit Activities Performed For Carson City

Activities Performed on behalf of Carson City, not all-inclusive:

- Have performed the annual risk assessment as well as Internal Pentest, Vulnerability Assessment and External Network Testing.
- Based on the priorities identified in the risk assessment, created the annual internal audit plan and the management thereof.
- Assessed risk and current internal control environment over operational processes.
- Conducted internal audits, performance audits and information technology audits.
- Issued internal audit reports that summarize internal audit findings, recommendations and management responses issued for each audit.
- Managed to the annual budget established by the Audit Committee and delivered all work on-time and on-budget.
- Assessed compliance with policies, standards and applicable laws and regulations.
- Interacted with City management, boards and committees as needed.
- Assessed the accuracy, reliability and timeliness of significant financial, managerial and operational information.
- Assessed achievement of programs, plans and objectives.
- Supplied recommendations for policy, procedure and system control improvements.
- Monitored and performed internal audit follow-up on previous findings and recommendations.
- Managed Fraud, Waste & Abuse hotline and performed investigations of suspected fraud, where applicable.
- Delivered quarterly updates to the Audit Committee.

Below are the internal audit and performance audit activities performed since fiscal year 2018/19.

FY18/19 - Internal Audit & Performance Audit Services Performed	FY 20/21 - Internal Audit & Performance Audit Services Performed
1. Fire Overtime Study	1. Internal & External Vulnerability Audit (information technology)
2. Temporary Staffing Review	2. Citywide Revenue & Accounts Receivable Audit
3. Risk Assessment & Annual Audit Plan for FY19/20	3. Public Works - Vehicle Fleet Audit
	4. Risk Assessment & Annual Audit Plan for FY21/22
FY19/20 - Internal Audit & Performance Audit Services Performed	FY21/22 - Internal Audit & Performance Audit Services Performed
1. Citywide Social Media Audit	1. Citywide Payroll Process Audit
2. Accounts Payable & Purchasing-Card Audit	2. Insourcing vs. Outsourcing (Privatization) of Building Division Activities - In Progress
3. Human Resource Benefits Audit	3. IT Vulnerability Follow-Up - In Progress
4. Cash Handling Audit	4. End-User & Wireless Vulnerability Assessment - In Progress
5. Risk Assessment & Annual Audit Plan for FY20/21	5. American Rescue Plan Act Consulting
	6. Risk Assessment & Annual Audit Plan for FY22/23 - In Progress

Performance Audit Experience

Eide Bailly provides performance audit services within the government, healthcare, insurance and banking industries. Performance auditing is the fastest growing area of practice in state and local governments due to stakeholders demanding accountability, compliance and effective uses for resources provided.

We've found that the best method to deliver performance auditing services to our clients is to lead engagements with professionals experienced in performance auditing. They work alongside our industry specific audit and advisory personnel as necessary, to bring the best skills to the engagement. This method of delivery provides our clients with an effective mixture of quality talent while also working with those who are experts in operational controls.

Eide Bailly has conducted many performance audits focused on internal control and compliance objectives, as well, as performance audits with program effectiveness, economy and efficiency objectives. Engaging the right team is critical to creating objectives that improve program performance and operations, reduce costs, ease decision making and contribute to public accountability. Our approach is different than many others. We use a wealth of performance audit methodologies to profile and assess the performance of your programs and operations. We communicate proactively and constructively regarding the status of the project and any noted issues, problems or concerns.

Additional Relevant Experience

Investigations & Special Projects Experience

Eide Bailly understands that on occasion there will be requests for internal audit services outside of the annual audit plan. Special Projects are special request investigations, audits, reviews, special advisory requests or other consulting engagements. Examples include internal control reviews, legal compliance and financial related audits, and consulting on the latest accounting, regulations or compliance requirements.

Eide Bailly is also engaging with clients on the recently released compliance provisions from the United States Treasury Deputy Inspector General regarding the Coronavirus Aid, Relief and Economic Security Act (CARES Act) reporting of coronavirus relief fund (CRF) payments. Clients have also engaged us on managing outlays of CARES Act funds for compliance. We're also engaged with governments, such as Carson City, providing similar services regarding the American Rescue Plan Act (ARPA). These requests, and many others, are typically identified by leadership, key stakeholders, management, established whistleblower/fraud hotline, external audit, etc.

Forensic Accounting & Fraud Engagement Experience

Our Certified Fraud Examiners (CFE) have the investigative techniques and technical skills needed to detect, investigate and prevent fraud. In addition to Certified Fraud Examiners, our forensics staff includes Certified Public Accountants (CPAs), Accredited Business Valuators, Certified Forensic Interviewers, former law enforcement professionals, and computer forensic specialists. Through our fraud and forensic advisory experience, we provide our clients with technical skills needed to detect, investigate and prevent fraud.

Our forensic accountants are experienced in assisting with internal, civil, criminal and insurance recovery investigations related to allegations of theft, fraud and accounting irregularities. The forensic methodologies and technology used by our team of specialists help uncover the facts of these situations and are court proven. We understand the urgency of resolving these types of matters and take pride in delivering a quality work product in an efficient and timely matter. Preventing fraud can save time, money and improve employee morale. There are many actions an organization can take to safeguard against fraud. Our fraud prevention professionals will pinpoint where your risks might be and then advise on internal controls and employee programs to avoid potentially fraudulent activity.

Information Technology, Technical Security, and Cybersecurity Experience

Eide Bailly will assist the City with Information Technology and Security Audits based on our hybrid method for reviewing information technology and security controls. Eide Bailly utilizes procedures set forth by the Control Objectives for Information and Related Technology (COBIT), a program issued by the IT Governance Institute.

Every internal audit engagement includes our IT resources in some capacity. Whether it is highly technical as Cybersecurity or to just help ease discussions to obtain the necessary data to conduct the internal audit.

Our cybersecurity professionals have deep IT backgrounds, specializing in a broad range of security services allowing us to tailor solutions to your needs. We work with every level of your organization—your Audit Committee and executives, technical IT administrative personnel and general users—to provide insight and guidance so you can feel confident your data is protected.

We maintain a dedicated team of information security professionals who have significant knowledge and experience across a wide variety of industries and technologies. Our team of professionals holds several information security certifications including CISSP, GSEC, CRISC, CEPT, CISA, and CISM.

Data Analytics Experience

With the help of our team of Certified Data Analysts we can discover what your data is really trying to say. From data strategy and goal setting, to merging your data sources in a data warehouse for a single source of truth, our team is here to help. One of the greatest benefits of data analytics regarding risk is trending. Results from analyzed data trends can pinpoint vulnerabilities to mitigate exposure to risk and improve internal operations.

This powerful service consists of five basic steps:



Online Publications & Webinars

The City will also have access to resources on our Eide Bailly Government Industry website. We publish articles related to hot topics within government accounting. Below is a linked list of some of the recent articles posted to our website:

- [Lessons Learned from GASB-84 Implementation](#)
- [Frequently Asked Questions on GASB's Leasing Standard](#)
- [What You Need to Know About Internal Audit.](#)
- [How a Performance Audit Helps an Organization be More Efficient and Effective.](#)
- [The Impact of the Infrastructure Investment and Jobs Act on Government Entities](#)
- [What You Can Do to Protect Yourself from the New Log4j Security Vulnerability Release](#)

Webinars – We host frequent webinars dedicated to helping you and the City navigate complex issues. Each online seminar covers a different topic to help evaluate the steps necessary to achieve success and remain ahead of the curve.

- [ARPA and Infrastructure Bill Impacts and FAQs](#)
March 30, 2022 10:00 - 12:00 noon PDT | [Register Here](#)
- [What are a Government's Risks and What is GASB Proposing to Disclose?](#)
March 24, 2022 10:00 - 12:00 noon PDT | [Register Here](#)

Cybersecurity Maturity Model Certification – You May Need It.

Eide Bailly: [Video Link](#)

Control Strategies to Minimize Cyber Risk and Reduce Fraud Opportunities.

Eide Bailly: [Video Link](#)

STANDARDS FOR THE PROFESSIONAL PRACTICE OF INTERNAL AUDITING

The City's Internal Audit function, through Eide Bailly's Internal Auditors, will govern itself by adherence to the mandatory elements of:

- The Institute of Internal Auditors' International Professional Practices Framework (IIA-IPPF).
- Core Principles for the Professional Practice of Internal Auditing.
- Code of Ethics.
- The International Standards for the Professional Practice of Internal Auditing.
- Definition of Internal Auditing.

Additionally, Internal Auditors will obtain guidance from the professional standards and practices of other, relevant professional organizations, including but not limited to, the American Institute of Certified Public Accountants (AICPA), the Information Systems Audit and Control Association (ISACA), and the Association of Certified Fraud Examiners (ACFE).

Our Certified Internal Auditors understand the mandatory elements of the standards and applicable guidance. Additionally, they are *career internal auditors*, meaning they have dedicated their educational and career experience to the profession of internal auditing. We take a risk-based approach to planning and performing the internal audit. We use our planning procedures in combination with our experience to identify specific risks and allocate resources based on our understanding of your organization and operations. Our internal audit professionals will bring strong process, procedure, internal control and risk management experience to the City. We bridge these skills with specialized insight related to risk and compliance and specific industry knowledge, to help the City reduce risk and improve operational efficiency.



c. & d. Key Personnel and Certifications

All personnel selected to provide the City with the needed internal audit services have specific knowledge and experience conducting multidisciplinary internal audits and consulting for government entities and other internal audit engagements. We invest heavily in continuing professional education (CPE) for our people, so you can rest assured your service team is up to date on the latest trends, regulations and changes in the industry.

Our services will be executed by staff with the highest levels of expertise within our firm. Our staff consists of more than 2,500 personnel, with over 935 CPAs, 25 Certified Fraud Examiners and many Certified Internal Auditors (CIA), including two on the City's team; Certified Government Audit Professionals (CGAP), Certified Information Systems Auditors (CISA), Certified Information Systems Managers (CISM), Certification in Risk Management Assurance (CRMA), and Certified Information Systems Security Professionals (CISSP).

Our professionals include those experienced in managing Internal Audit departments, Performance Audit departments, Sarbanes-Oxley control reviews, COSO - IT and Internal Controls reviews, process improvement assessments, enterprise risk management or enterprise risk assessments, and independent internal audit and risk management professionals.

The core team assigned to the City's engagement has the knowledge and experience to provide exceptional services to the City. All services are supervised by, and are the responsibility of, a lead partner, which has been identified as **Kimberley Higgins**. Kim is a seasoned and experienced CPA and will be your main point of contact at Eide Bailly. **Audrey Donovan** will be the Lead Project Manager and will work directly with the City on the day-to-day coordination of internal audit services provided. We have included full professional bios in **Appendix A**. The following will provide you an overview of our qualifications.



Kimberley K. Higgins, CPA | Internal/Performance Audit Lead Partner

Kim leads Eide Bailly's Internal and Performance Audit practice for state and local governments and will serve as the lead partner of the engagement including managing our staff and quality control of projects delivered to the City. She has more than 30 years in public accounting, focused on governments throughout her career. She is the Partner-in-Charge of Eide Bailly's Colorado governmental practice and serves some of our firm's largest

government clients.

Kim's certifications include: Certified Public Accountant.

Kim's clients include (but not limited to): internal audit and performance audit engagements for Carson City as well as County of Sacramento; State of Montana LAD, Colorado State University and State of Colorado.



Audrey Donovan, CIA, CGAP, CRMA | Internal/Performance Audit Senior Manager

Audrey will guide the project and manage our staff through all phases of providing internal audit services to Carson City including quarterly updates to the Audit Committee and coordination with the City's CFO, as needed. She has 25 years of experience in internal audit, performance / operational audit and financial consulting for both the public and private sectors. In addition, Audrey was the former Deputy Director for the City & County of Denver,

Colorado's Performance Audit Department.

Audrey has managed and performed hundreds of operational and performance audits and utilized various performance audit methodologies, including benchmarking, surveys, data analytics, social impact analysis and facilitated sessions. She's the firmwide technical resource for internal audit and performance audit. She works closely with Eide Bailly's Special Advisory and Risk Advisory Services, such as, fraud and forensic, information technology and quality assurance review.

Audrey is active in the Institute of Internal Auditors (IIA) and was formally on the Internal Public Sector Committee for the IIA developing guidance for the public sector, such as, Implementing a New Internal Audit Function in the Public Sector.

Audrey's certifications include: Certified Internal Auditor, Certified Government Audit Professional and Certified in Risk Management Assurance.

Audrey's clients include (but not limited to): internal audit and performance audit engagements for Carson City, as well as Benchmark Foam, S.D.; Chipotle, Calif.; City of Monterey Park, Calif.; City of Riverside, Calif.; Colorado State University, Colo.; Continuum of Colorado, Colo.; County of Sacramento, Calif.; Los Angeles County Employee Retirement Association, Calif.; Orange County Sanitation District, Calif.; Riverton City, Utah; River Springs Charter School, Calif.; San Diego Housing Commission, Calif.; and University of Utah, Utah.



Eric Berman, CPA, CGMA | Consulting Partner

Eric has 27 years of experience auditing and controllership for state and local governments; thought leader and author for the entire Governmental Library for Commerce Clearinghouse Wolters Kluwer (CCH), which serves as the interpretative reference on governmental Generally Accepted Accounting Principle (GAAP), governmental best practices and governmental audits for governments, auditors and educators nationwide.

Eric's certifications include: Certified Public Accountant and Chartered Global Management Accountant

Eric’s clients include (but not limited to): King County, Wash.; City of Dubuque, Iowa; Kennebec County, Maine; Bay Area Air Quality Management District, Calif.; State of Maine, State of Montana LAD, Commonwealth of Massachusetts State Comptroller and the State of California Secretary of State.



Doug Sluyk, CIA, CISA, PMP | Manager of Risk Advisory Services - Internal Audit

Doug has over 20 years as an experienced internal audit and finance professional with a demonstrated history in performing risk assessments, business process improvement and audit committee reporting in multiple industries including government, aviation, entertainment and media. He has created numerous risk assessments and created annual audit plans for various entities in his career.

Doug is the current Executive Vice President of the Information Systems Audit and Control Association (ISACA)[®] local chapter and former Board of Governors, President and Treasurer for the Institute of Internal Auditors.

Doug’s certifications include: Certified Internal Auditor, Certified Information Systems Auditor and Project Management Professional.

Doug’s clients include (but not limited to): internal audit and performance audit engagements for: River Springs Charter Schools, Calif.; Los Angeles County Employee Retirement Association, Calif.; City of Monterey Park, Calif.; Orange County Sanitation District, Calif.

e. References

We encourage you to contact the clients below to learn about their Eide Bailly experiences.

Client Name & Contact	Services Provided
<p>Carson City, Nevada* - Client since 2016 Sheri Russell, Chief Financial Officer 775.283.7222 srussell@carson.org</p>	<p>Fully Outsourced Internal Auditor: Annual Risk Assessment; Annual Audit Plan; conduct Internal Audits; Performance Audits; Special Investigations; Information Technology Audits; Business Consulting.</p>
<p>Hennepin Healthcare - Client since 2011 Kelsey Lawson, Chief Risk & Compliance Officer 612.873.9341 kelsey.lawson@hcmcd.org</p>	<p>Internal audit risk assessment assistance and various process and operational reviews, Coding and billing audits and process reviews, Planning and Risk Assessment, revenue and charge capture analysis and process reviews, Telehealth, information security and various other focused reviews contained in annual audit and compliance plans. We’ve provided IA, compliance and advisory services since 2015.</p>
<p>King County, Washington - Client since 2020 Eben Sutton, Financial Accounting Administrator 206.477.4750 eben.sutton@kingcounty.gov</p>	<p>Risk Assessment of Leases performed as well as HMC Accounting for Prop 1 Bonds.</p>
<p>County of Sacramento, CA - Client since 2019 Joyce Renison, Assistant Auditor - Controller 916.874.7248 renisonj@saccounty.net</p>	<p>Outsourced Internal Audit: conduct Internal Audits that include preliminary Risk Assessment; develop Audit Work Plan; deliver final Internal Audit Report.</p>

** We have worked with Carson City since 2016 as the external auditor. As of 2018 we have been the Outsourced Internal Auditor conducting internal audits, performance audits, information technology audits and special investigations. We smoothly transitioned the City from Moss Adams, the previous provider, and have delivered an exceptional experience with our turn-key approach. We are dedicated to continuing to build upon our relationship with the City and are proud of our deep understanding of the City’s operations and processes.*

Additional Internal Audit Clients

We provide internal audit and consulting services to more than 100 organizations throughout the firm and have included a few government and nonprofit clients provided with similar services in the past few years below.

- Bay Area Air Quality Management District
- California State Teachers Retirement System
- Colorado Department of Transportation
- Colorado Office of the State Auditor
- Colorado State University
- Comptroller of the Commonwealth of Massachusetts
- North Dakota Department of Human Services
- Orange County Sanitation District, California
- Riverton City, Utah
- San Diego Housing Commission
- Simi Valley Unified School District
- State of Idaho, Office of State Controller
- Wallowa County Treasurer, Washington

f. Rates and Charges

Our fees are based on the complexity of the issue and the experience level of the staff members necessary to address it. We propose the following fees based on our understanding of the scope of work and the level of involvement of Carson City’s staff and the annual budget for Internal Audit. The fee proposal has been developed with Carson City’s budget in mind; we affirm that we will not exceed the budget and that this fee is inclusive of all costs to perform the services requested.

Internal Audit Services

Professional Services and Fees	Annual Budget
Total All Inclusive Maximum Price	\$110,000

We will perform all services within the 12-month engagement and meet the objectives as noted in the SOQ. This budget includes the annual City-Wide Risk Assessment, Annual Audit Plan, two (2) to three (3) Internal Audits, Follow-Up activities, monitoring of the Fraud, Waste & Abuse Hotline, and quarterly updates with the Audit Committee.

Hourly Rate by Staff Level

Staff Level	Standard Hourly Rate
Partner / Principal	\$350 - \$450
Senior Manager	\$300 - \$350
Manager	\$250 - \$300
Senior Associate	\$185 - \$250
Associate	\$125 - \$185

Billing Policy Regarding Telephone Inquiries

We know clients appreciate access to all their service team members. We embrace this opportunity for constant communication and will ensure our team members are available when you have questions and issues. This service is included in the scope of the engagement. If an issue surfaces that falls outside the scope of this engagement, we will bring it to your attention and obtain approval before going ahead.

Out-of-Pocket Fees

In addition to the professional fees listed above, you will be billed for actual out-of-pocket expenses such as travel time, mileage, lodging and meals, should we need to travel and be on-site.

g. Estimated Manpower and Expense Matrix

Summary of Manpower & Expense Matrix

Activity	2018 Hours	2022 Estimated Hours	Estimated Fees Based on Expense Matrix Below
Risk Assessment & Annual Audit Plan	200	100	\$25,000
Internal Audit, Performance Audit, Special Investigations & Projects	100 - 200/each	150 - 200/each	\$25,000 - \$35,000
Ongoing Follow-up	50 - 100	40	\$7,000
Administrative Support Services	50	32	\$9,000

Manpower & Expense Matrix

Staff Level	Hourly Rate	Hours	Total Fee	Hours	Total Fee	Notes
Risk Assessment & Annual Audit Plan						
Partner	\$400	2	\$800			Conducting a Risk Assessment and developing the Annual Audit Plan requires a specialize skill set that is primarily held at the Senior Manager / Manager level and above. However, the Senior Associate assigned to Carson City has been trained to help perform these activities. Additionally, leveraging the prior 4 years of information gleaned from the City, we are able to reduce the planned hours from 200 hours noted in 2018. Resulting in a cost savings to the City.
Senior Manager	\$300	30	\$9,000			
Manager	\$250	40	\$10,000			
Senior Associate	\$185	28	\$5,180			
Associate	\$125					
Total Hours		100	\$24,980			Blended Rate of \$250/hour
Internal Audit, Performance Audit, Special Investigations & Projects						
Partner	\$400	2	\$800	4	\$1,600	Based on the \$110,000 annual budget and historical performance to date, the City can reasonably expect to receive 2 – 3 engagements or more per year depending on the size of the engagement.
Senior Manager	\$300	8	\$2,400	10	\$3,000	
Manager	\$250	24	\$6,000	30	\$7,500	
Senior Associate	\$185	24	\$4,440	56	\$10,360	
Associate	\$125	92	\$11,500	100	\$12,500	
Total Hours		150	\$25,140	200	\$34,960	Blended Rate of \$168 - \$175/hour
Ongoing Follow-up						
Partner	\$400					Based on the current number of outstanding follow-up items and taking a historical review of the amount of work effort to perform the follow-up activities we are able to show a reduction in the planned hours from the 50 - 100 hours noted in 2018 to 40 hours in 2022. Resulting in a cost savings to the City.
Senior Manager	\$300	4	\$1,200			
Manager	\$250	8	\$2,000			
Senior Associate	\$185	8	\$1,480			
Associate	\$125	20	\$2,500			
Total Hours		40	\$7,180			Blended Rate of \$180/hour
Administrative Support Services						
Partner	\$400	4	\$1,600			Monitoring and resolving individual Fraud, Waste & Abuse Hotline cases and consultants' time attending the quarterly Audit Committee meetings.
Senior Manager	\$300	16	\$4,800			
Manager	\$250	8	\$2,000			
Senior Associate	\$185	4	\$740			
Associate	\$125					
Total Hours		32	\$9,140			Blended Rate of \$286/hour

h. Technical Approach

Eide Bailly's internal audit process consists of three major phases: **Risk Assessment & Planning**, **Fieldwork** and **Reporting**. To illustrate our involvement, the following approach identifies the major tasks to be completed during each phase.

Risk Assessment & Planning

- Update/gain knowledge of organization and environment.
- Obtain documentation related to internal controls.
- Update/obtain the City's policies and procedures.
- Consider fraud through inquiry and brainstorming.
- Discuss with Audit Committee and Internal Audit liaison areas of risk and operations deemed out-of-scope (i.e., low risk).
- Review prior year internal audit activity performed.
- Evaluate status of implementation and proper remediation of risks identified from prior internal audits.
- Review the City's Strategic Plan and identify the risks of the City not meeting mission, vision or objectives.
- Conduct best practice benchmarking of environmental and external risks related to like municipalities.
- Prepare and distribute survey to key members of department leadership and staff.
- Interview individuals over governance, key accounting activities, information technology and management personnel.
- Perform Risk Assessment interviews and questionnaires.
- Document the Annual Risk Assessment & Annual Audit Plan for review and approval by the Audit Committee.

RISK ASSESSMENT & PLANNING DELIVERABLES:

Annual Risk Assessment & Annual Audit Plan with hours and budgeted fees that are in alignment with the City's annual budget to include Follow-Up Activities, Monitoring Fraud, Waste & Abuse Hotline, and two (2) to three (3) internal audit engagements to be performed.

Fieldwork

- Evaluate risks and prioritize project audits with City's Audit Committee.
- Develop a preliminary Audit Program for each identified internal audit for review and approval by the Audit Committee.
- Hold an entrance conference with the audited entity to communicate engagement objective, approach and the internal audit process.
- Perform sample testing, data analytics, walkthroughs, interviews, etc. as needed.
- Identify risks and prepare recommendations to remediate risks that are actionable.
- Create Draft Internal Audit report with necessary elements, Background, Objective(s), Scope, Methodology, Executive Summary, Finding, Recommendations and Management's Response to include individual responsible, action plan to remediate the risk and timeframe for remediation.
- Hold an Exit Conference (wrap up meeting) with the audited entity to wrap up the engagement and walk through the draft report.
- Extend invitation for the audited entity to attend the scheduled Audit Committee to address any questions or concerns that may arise from the Committee members.

FIELDWORK DELIVERABLES:

Draft Internal Audit Report in alignment with the stated objectives and approved Audit Program. Necessary elements include: Background, Objective(s), Scope, Methodology, Executive Summary, Finding(s), Recommendation(s), and Management's Response to address individual responsible, action plan to remediate the risk and timeframe for remediation.

Reporting

Quarterly reporting to the Audit Committee will include the following deliverables.

REPORTING DELIVERABLES:

- Final Internal Audit Report for Audit Committee review and approval.
- Status on Follow-Up activities performed to validate remediation of risks noted from prior internal audits.
- Provide status on monitoring activities from the City's Fraud, Waste & Abuse Hotline.
- Update status on progress of audits being performed and budget to actual status.
- Meet with the Board of Supervisors as needed.

Appendix A — Team Profiles

TEAM PROFILES

KIMBERLEY K. HIGGINS, CPA

Partner

INSPIRATION: Client service is being available when my clients need me and being seen as their trusted advisor—someone able to help find answers and solutions to issues, and someone able to help them sleep better at night.

303.539.5905 | khiggins@eidebailly.com

Since 1979, Kim has been providing public accounting services to a variety of clients, including government and quasi-government entities, nonprofits and state agencies. As a widely respected leader in her field, Kim also serves on several local and national conference planning committees and is a frequent speaker and trainer on government and nonprofit topics.

When working with Kim, clients can expect a trusted advisor who is able to break down high-level financial information into digestible content that anyone can understand. Serving on boards of directors also gives Kim a unique perspective to governance that she shares with her clients. Kim believes finding solutions is a crucial part of client service, and is something she enjoys doing with both staff and clients.

Aside from her career, Kim loves to walk, golf, play pickle ball and spend time outdoors tending her herb garden which fuels her passion for cooking. Now an empty nester, Kim looks forward to watching her sons grow and thrive as they launch their professional careers—one in NYC and the other in Chicago.

Client Work

Performs audits of some of the largest Colorado counties, cities and sizeable state agencies/departments.

Conducts audits in accordance with Generally Accepted Auditing Standards (GAAS), GAGAS (the Yellow Book) and Uniform Guidance.

Serves on Eide Bailly's Governmental Executive Committee, which guides the firm's practice goals in the governmental industry, as well as the Internal Audit Executive Committee, which guides the firm's internal audit practice goals.

Conducts consulting and internal audit engagements of government entities.

**Memberships**

Colorado Society of Certified Public Accountants

American Institute of Certified Public Accountants

Colorado Government Finance Officers Association

Government Finance Officers Association (SRC)

Special District Association of Colorado

Designation/Licensures

Certified Public Accountant

Education

Bachelor of Science in Business, Accounting – Murray State University, Ky.

Associate in Arts – University of Kentucky, HCC

Community

Susan G. Komen Breast Cancer Race for the Cure and 3-Day/60 Mile, Team Member and Team Captain

Juvenile Diabetes Research Foundation board member, Executive Committee Member and NBDC Chair

Father Woody Committee, Member

AUDREY DONOVAN, CIA, CGAP, CRMA

Senior Manager

INSPIRATION: Old-time sailors would sometimes get the phrase “hold fast” tattooed across their fingers. It was a reminder to stay vigilant in gripping the rigging of the ship. Without grasping the ropes firmly, a sailor could get a ship off course, or be himself swept overboard by wind and wave. I live by the core principle to hold fast to my values and vision of who I am and where I am going, even when hit with the storms of setbacks.

To maintain our grip on the ropes of our values, we need reminders written not on our hands, but in the books we read, the habits we perform and the hearts of those we love and befriend.

303.586.8533 | adonovan@eidebailly.com

Audrey helps state and local governments with performance audits. She also assists privately held and publicly traded companies with internal audits.

Audrey is detail-oriented and focused and takes the time to understand the overall expected outcomes. She will work with you to identify the best approach that is both efficient and effective.

Client Work

Audrey has 25 years of experience in internal audit, performance/operational audit and financial consulting for both the public and private sectors. A large portion of her career was spent in the Risk Advisory Services of EY and PWC. Her experience includes managing internal audit consulting services, enterprise-wide risk assessments, process design, and documentation engagements. She is the firmwide technical resource for internal audit and performance audit. She works closely with Eide Bailly’s Special Advisory and Risk Advisory Services, such as, fraud and forensic, information technology and quality assurance review. Audrey has managed and performed hundreds of operational and performance audits and utilized various performance audit methodologies, including benchmarking, surveys, data analytics, social impact analysis and facilitated sessions.

Experienced in applying professional accounting and audit standards, including the Institute of Internal Auditors International Professional Practices Framework (IIA - IPPF); Generally Accepted Audit Standards (GAAS); Generally Accepted Government Audit Standards (GAGAS); and Generally Accepted Accounting Principles (GAAP).

Knowledgeable in internal control and risk management framework, theory, and techniques such as COSO - Internal Control Framework and COSO - Enterprise Risk Management Framework. Well-versed in applying performance audit, professional audit standards, analysis, methodology, and evaluation techniques.

Assists with fraud risk assessment and fraud reviews, IT integrated audits, future state design and implementation benchmarking assessments and leading practice recommendations.

Facilitates a variety of trainings and workshops as well as audit committee presentations. Assesses and implements a strong internal control environment. Also works with ERM implementation and readiness assessment, data analysis, Sarbanes-Oxley compliance, SOX IT assessments, COSO 2013 implementation, and policy/procedure development.



Memberships

Institute of Internal Auditors (IIA)
Denver Local Chapter of the IIA
Association for Local Government Auditors
Association of Government Accountants
Colorado Government Finance Officers Association
Finance Executive International

Designation/Licensures

Certified Internal Auditor
Certified Government Audit Professional
Certified Risk Management Assurance

Education

Bachelor of Science, Accounting – University of Utah
Master of Science, Management – Colorado State University

Community

Super Twins of the Rocky Mountains (STORM)

ERIC S. BERMAN, CPA, CGMA

Partner

INSPIRATION: I enjoy helping governments achieve the next level of operations, transparency and knowledge. As I like to say, 'Think like a taxpayer, because you are one.' We're all working for the same goals, and if our clients succeed, we succeed.

208.424.3524 | eberman@eidebailly.com

Eric is a nationally recognized speaker, author, thought leader and auditor with a wealth of government client experience. He brings a unique perspective to the firm's clients as a former Deputy Comptroller of the Commonwealth of Massachusetts, a chief financial officer of a state agency and an audit partner with clients ranging from a well-known stadium to statewide pension systems.

Eric's unique background and decades of governmental accounting, auditing and controllership experience allows his clients to meet their standards and goals and achieve new success along the way. He's been recognized with several major awards for his public service and work, and his insight means he can help you solve problems before they happen.

In his free time, Eric enjoys spending time with family, especially his new grandson, Jonah! He enjoys watching Boston sports—Red Sox, Patriots, Celtics and Bruins—but Jonah tops them all.

Client Work

Helped government entities across the U.S. understand and implement GASB Standards.

Consulted with state and local governmental clients with governmental accounting, auditing and controllership services.

Assisted clients in earning the Government Finance Officers Association Certificate of Achievement for Excellence in Financial Reporting.

Authored the entire governmental library of reference information and audit programs for CCH Wolters Kluwer.

Served as Deputy Comptroller of the Commonwealth of Massachusetts for 11 years and held the position of Chief Financial Officer of the Massachusetts Water Pollution Abatement Trust for five years.

**Memberships**

Represented the Association of Government Accounts (AGA) as the Vice Chairman of the Government Accounting Standards Advisory Council (GASAC) to GASB

AGA Boston chapter president and host of the 2017 Professional Development Training conference

AGA Treasurer-Elect, former Audit Committee chair and former chair of the Financial Management Standards Board

California Society of Certified Public Accountants, Governmental Accounting and Audit Committee

Massachusetts Society of Certified Public Accountants, Governmental Accounting and Auditing Committee

Designation/Licensures

Certified Public Accountant

Chartered Global Management Accountant

Education

Master of Science, Accountancy – Bentley University, Waltham, Massachusetts

Bachelor of Science, Broadcast Journalism – Boston University, Boston, Massachusetts

DOUGLAS E SLUYK, CIA, CISA, PMP

Risk Advisory Services Manager

INSPIRATION: “Internal auditors have to provide insight and foresight, not just hindsight.” Richard Chambers, Former Chairman of The Institute of Internal Auditors.

I apply this mindset to take a pragmatic approach to client needs, collaborating with stakeholders to serve as an advisor, identifying risk while defining recommendations and resolutions that compliment business objectives.

303.539.5915 | dsluyk@eidebailly.com

Doug plans, executes and manages various risk advisory services projects including operational internal audits, SOX 404 readiness assessments and compliance controls testing. He provides risk advisory services to public and privately held companies in a variety of industries, including transportation, hospitality, entertainment, manufacturing, financial services and government. Doug collaborates with business process owners as well as members of Senior Management to help identify operational and financial risks, ensure internal controls were appropriately designed to achieve control objectives, ensure control activities were carried out and provided constructive ideas for process improvement to mitigate the risks.

Client Work

Implemented a Governance Risk and Compliance (GRC) tool to increase efficiency and effectiveness of compliance results testing and reporting.

Provided innovative and value-added audit services, assisting in the implantation of a new financial reporting system, cost savings through operational process enhancements and established department as a business advisor.

Performed a review of critical information system integrations, facilitated cross-functional discussions to communicate to ensure completeness and accuracy and ensure external audit reliance.

Performed operational audits and designed control assessments for entertainment client. Requested by client senior finance leadership to lead the financial close-out and preparation of budget to actual results client largest annual event with revenues of \$120M.

Developed Enterprise Risk Assessments, Financial Risk Assessment, Internal Audit and SOX plans for multiple clients and industries ranging from \$500 million to \$25 billion annual revenue.

**Memberships**

Institute of Internal Auditors
Information Systems Audit
Controls Association

Designation/Licensures

Certified Internal Auditor
Certified Information Systems
Auditor
Project Management Professional

Education

Bachelor of Finance—WP Carey
School of Business, Arizona State
University
Master of Business
Administration—University of
Phoenix

Community

Denver Information Systems Audit
Controls Association, EVP, Rocky
Mountain Information Security
Conference Co-Chair
Denver Institute of Internal
Auditors, Rocky Mountain Area
Conference Co-Chair



STAFF REPORT

Report To: Board of Supervisors **Meeting Date:**

Staff Contact: Sheri Russell, Chief Financial Officer

Agenda Title: For Possible Action: Discussion and possible action regarding a proposed resolution concerning the financing of infrastructure projects; directing the Carson City Clerk-Recorder to notify the Carson City Debt Management Commission of the City's proposal to issue general obligation infrastructure sales tax bonds additionally secured by pledged revenues, in the aggregate principal amount not to exceed \$5,550,000; providing certain details in connection therewith; and providing the effective date. (Sheri Russell, srussell@carson.org)

Staff Summary: The proposed resolution directs the Carson City Clerk-Recorder to give notice to the Carson City Debt Management Commission of the City's intent to issue general obligation infrastructure sales tax bonds in an amount not to exceed \$5,550,000, pursuant to NRS Chapter 350, in order to acquire, establish, construct, expand, improve and equip infrastructure projects as defined in NRS 377B.160(3).

Agenda Action: Resolution **Time Requested:** 10 minutes

Proposed Motion

I move to adopt Resolution # _____.

Board's Strategic Goal

Sustainable Infrastructure

Previous Action

N/A

Background/Issues & Analysis

The William Street Corridor Project is the third of four corridor projects that was contemplated as part of the Sales Tax Infrastructure Fund approval and expenditure plan for this funding source. The William Street Corridor total project budget is \$22,240,787. The amount of \$5,540,787 is available through Redevelopment, Water, Wastewater and Stormwater Funds. An additional \$11,300,000 is available from federal funding (\$2,000,000 from Fiscal Year ("FY") 2022 federal appropriations and \$9,300,000 from a RAISE federal grant). The remaining unfunded balance of the project is \$5,400,000.

William Street is a former State Highway that now serves as a primary commercial gateway from the I-580 Freeway into the City's downtown core. It is closely connected to residential areas to the north and south of the corridor. The Carson City High School students frequently walk this corridor, and the corridor separates a large community park from a large mixed-use and residential neighborhood to the north. Current conditions of the roadway—including excessive right-of-way width, poor lighting and lack of sidewalk connectivity and safe street crossing locations—have led to pedestrian-vehicular accidents and a pedestrian death. The project includes

1.5 miles of Complete Street replacement, Stormwater improvements, as well as underground Water and Wastewater pipe replacement.

This proposed resolution is the first step towards issuing general obligation infrastructure sales tax bonds additionally secured by pledged revenues. If approved by the Board of Supervisors, the following additional steps are required before the proposed bonds may be issued:

- (1) approval of a resolution by the Carson City Debt Management Commission,
- (2) approval of a Resolution of Intent by the Board of Supervisors,
- (3) completion of a 90-day waiting period,
- (4) the Board of Supervisors must hold a public hearing on the proposed bonds, and
- (5) the Board of Supervisors must enact a bond ordinance. This authorization process requires between four to six months to complete.

The interest rate on the proposed bonds was estimated by the City's municipal advisor, JNA Consulting Group, LLC, to be 5%. Based on current market conditions, JNA considers this estimate to be conservative. Prior to the adoption of the bond ordinance mentioned above, an updated estimate will be provided to the Board of Supervisors.

Annual debt service on the bonds will be paid from the City's Infrastructure Tax Fund. The bonds are secured by a lien on a one-eighth of one percent infrastructure sales tax imposed by an ordinance adopted by the Board of Supervisors on May 1, 2014. The attached affordability analysis compiled by JNA shows the pledged Infrastructure Tax revenues are sufficient to repay the proposed bonds.

Applicable Statute, Code, Policy, Rule or Regulation

NRS Chapters 350 and 377B

Financial Information

Is there a fiscal impact? Yes

If yes, account name/number: Infrastructure Tax Fund, Bond Proceeds 3100099-483030 Transfer to Debt service 3100079-507205, Debt Service Fund, principal and interest payments 4107100-50XXXX.

Is it currently budgeted? No

Explanation of Fiscal Impact: Bond Proceeds and issuance costs would be posted to Infrastructure Tax Fund, Bond Proceeds 3100099-483030; therefore bond issuance costs would be incorporated in the cost of the debt, and remaining amounts available for the project will be \$5,400,000. Estimated annual debt service payments of approximately \$553,000 for 15 years. Final amounts of bond proceeds, issuance costs, debt service and capital projects will be added to the Infrastructure Tax Fund and Debt Service Fund budgets through a budget augmentation in FY 2023 once bond numbers are finalized.

Alternatives

Elect to not pursue the financing and accumulate funds to do projects on a pay-as-you-go basis.

Attachments:

[DMC Notice Resolution \(Infrastructure Sales Tax\) \(53784749v3\).DOC](#)

[Affordability report \(2022-07-18\).pdf](#)

Board Action Taken:

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

(Vote Recorded By)

Summary - a resolution directing notice to the Carson City Debt Management Commission.

RESOLUTION NO. 2022-R-__

A RESOLUTION CONCERNING THE FINANCING OF CERTAIN INFRASTRUCTURE PROJECTS SET FORTH IN NRS 377B.160(3); DIRECTING THE CLERK-RECORDER TO NOTIFY THE CARSON CITY DEBT MANAGEMENT COMMISSION OF THE CITY'S PROPOSAL TO ISSUE GENERAL OBLIGATION INFRASTRUCTURE SALES TAX BONDS ADDITIONALLY SECURED BY PLEDGED REVENUES; PROVIDING CERTAIN DETAILS IN CONNECTION THEREWITH; AND PROVIDING THE EFFECTIVE DATE HEREOF.

WHEREAS, Carson City, in the State of Nevada (the "City" and "State," respectively), is organized and operating pursuant to the provisions of Chapter 276, Statutes of Nevada 1971 (the "Charter") and the general laws of the State; and

WHEREAS, pursuant to Section 7.020 of the Charter (the "Project Act"), the City is authorized to borrow money for any corporate purpose and to evidence such borrowing by the issuance of bonds or other securities pursuant to the Local Government Securities Law (being cited as Nevada Revised Statutes ("NRS") 350.500 through 350.720 (the "Bond Act"); and

WHEREAS, the Board of Supervisors (the "Board") proposes to finance all or a portion of the cost of acquiring, establishing, constructing, expanding, improving and equipping certain infrastructure projects set forth in NRS 377B.160(3) (the "Project"); and

WHEREAS, the Board pursuant to NRS 350.020(3) and (subject to the approval of the proposal to issue general obligation bonds by the Carson City Debt Management Commission), proposes to issue general obligation infrastructure sales tax bonds additionally secured by a pledge of the revenues received by the City from the one-eighth of 1 percent (0.125%) of the gross receipts of any retailer from the sale of all tangible personal property sold at retail, or stored, used or otherwise consumed, in the City pursuant to NRS Chapter 377B and as set forth in Chapter 21.08 of the Carson City Municipal Code (the "Pledged Revenues"); and

WHEREAS, based on the study presented to the Board, which is attached hereto as Exhibit B, the Board hereby finds and determines that the Pledged Revenues will at least equal the

amount required in each year for the payment of interest and principal on such general obligation infrastructure sales tax bonds (the “Bonds”) and that no increase in the rate of an ad valorem tax is anticipated to be necessary for the payment of such Bonds for the term thereof (collectively, the “Findings”); and

WHEREAS, subject to the approval of the proposal to issue the Bonds by the Carson City Debt Management Commission, the Board proposes to issue the Bonds without an election unless a petition signed by the requisite number of registered voters of the City is presented to the Board requiring the Board to submit to the qualified electors of the City for their approval or disapproval the following proposal:

GENERAL OBLIGATION INFRASTRUCTURE SALES TAX BONDS (ADDITIONALLY SECURED BY PLEDGED REVENUES) PROPOSAL:

Shall the Board of Supervisors of Carson City, Nevada, be authorized to incur a general obligation indebtedness (additionally secured by pledged revenues) on behalf of the City by the issuance at one time, or from time to time, of the City’s general obligation infrastructure sales tax bonds, in one series or more, in the aggregate principal amount of not exceeding \$5,550,000 for the purpose of acquiring, establishing, constructing, expanding, improving and equipping certain infrastructure projects set forth in NRS 377B.160(3), such bonds to mature not later than fifteen (15) years from the date or respective dates of the bonds, payable from general (ad valorem) taxes (except to the extent pledged revenues and other monies are available therefor), and to be issued and sold at, above, or below par at an effective interest rate (including any sale discount) not exceeding the statutory maximum rate, if any, as shall be determined at the time of the sale thereof, and otherwise to be issued in such manner, upon such terms and conditions, with such covenants and agreements, and with such other detail as the Board may determine, including at its option but not necessarily limited to provisions for the redemption of bonds prior to maturity without or with the payment of a premium?

(the “Proposal”); and

WHEREAS, subsection 1 of NRS 350.014 provides, in relevant part, as follows:

“1. Before any proposal to incur a general obligation debt or levy a special elective tax may be submitted to the electors of a

2.

municipality . . . , or before any other formal action may be taken preliminary to the issuance of any general obligation debt, the proposed incurrence or levy must receive the favorable vote of two-thirds of the members of the commission of each county in which the municipality is situated”

and

WHEREAS, subsection 1 of NRS 350.0145 provides, in relevant part, as follows:

“1. The governing body of the municipality proposing to incur general obligation debt . . . shall notify the secretary of each appropriate commission, and shall submit a statement of its proposal in sufficient number of copies for each member of the commission”

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF CARSON CITY, NEVADA:

Section 1. Based on the revenue study presented to the Board, the Board hereby approves the Findings and requests the Carson City Debt Management Commission (the “Commission”) to approve the Proposal and the Findings. All action, proceedings, matters and things heretofore taken, had and done by the Board, and the officers thereof (not inconsistent with the provisions of this resolution) directed toward the Findings, the Proposal, the Project, and the financings thereof be, and the same hereby are, ratified, approved and confirmed.

Section 2. The City’s Clerk-Recorder (the “Clerk-Recorder”) be, and she hereby is, authorized and directed to notify the Secretary of the Commission of the Proposal; to submit to said Secretary a statement of the Proposal and Findings in sufficient number of copies for each member of the Commission; and to request the Commission to consider and approve the Proposal and the Findings. The Chief Financial Officer or her designee is authorized to file any of the information required by NRS 350.013 to the extent required to comply with NRS 350.013.

Section 3. In order to permit the City to reimburse itself for prior expenditures relating to the Project with the proceeds of the Bonds, the Board hereby determines and declares as follows:

(a) The City reasonably expects to incur expenditures with respect to the Project prior to the issuance of the Bonds for financing the Project and to reimburse those expenditures from the issuance of the Bonds; and

(b) The maximum principal amount of the Bonds expected to be issued to reimburse such expenditures is \$5,550,000.

Section 4. The officers of the City are hereby authorized and directed to take all action necessary or appropriate to effectuate the provisions of this resolution, including without limitation, requesting the State to purchase the Bonds pursuant to one or more of its programs.

Section 5. All resolutions, or parts thereof, in conflict with the provisions of this resolution, are hereby repealed to the extent only of such inconsistency. This repealer shall not be constructed to revive any resolution, or part thereof, heretofore repealed.

Section 6. If any section, paragraph, clause or other provision of this resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or other provision shall not affect any of the remaining provisions of this resolution.

Section 7. This resolution shall become effective and be in force immediately upon its adoption.

Upon motion by Supervisor _____, seconded by Supervisor _____, the foregoing Resolution was passed and adopted the 4th day of August, 2022, by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

Lori Bagwell, Mayor
Carson City, Nevada

Attest:

Aubrey Rowlatt, Clerk-Recorder

5. At least 3 working days before such meeting, such notice was delivered to each member of the Board and to each person, if any, who has requested notice of meetings of the Board in accordance with the provisions of Chapter 241 of NRS.

6. The revenue study referred to in the attached resolution is attached as Exhibit B.

IN WITNESS WHEREOF, I have hereunto set my hand this August 4, 2022.

Aubrey Rowlett, Clerk-Recorder

EXHIBIT A

(Attach Copy of Notice of Meeting)

EXHIBIT B

(Attach Revenue Study)

**Carson City, Nevada
General Obligation (Limited Tax)
Infrastructure Sales Tax Bonds, Series 2023
Debt Service Coverage**

FY Ending June 30	Pledged Revenues	Existing Debt Service	Proposed Bonds			Combined	
			Principal	Interest	Total	Debt Service	Coverage
2023	\$1,905,778	\$775,925	\$0	\$0	\$0	\$775,925	2.456
2024	1,905,778	774,050	0	277,500	277,500	1,051,550	1.812
2025	1,905,778	776,300	280,000	270,500	550,500	1,326,800	1.436
2026	1,905,778	777,550	295,000	256,125	551,125	1,328,675	1.434
2027	1,905,778	776,925	310,000	241,000	551,000	1,327,925	1.435
2028	1,905,778	774,775	325,000	225,125	550,125	1,324,900	1.438
2029	1,905,778	777,250	345,000	208,375	553,375	1,330,625	1.432
2030	1,905,778	774,350	360,000	190,750	550,750	1,325,100	1.438
2031	1,905,778	775,794	380,000	172,250	552,250	1,328,044	1.435
2032	1,905,778	776,206	400,000	152,750	552,750	1,328,956	1.434
2033	1,905,778	775,850	420,000	132,250	552,250	1,328,100	1.435
2034	1,905,778	774,388	440,000	110,750	550,750	1,325,138	1.438
2035	1,905,778	776,713	465,000	88,125	553,125	1,329,838	1.433
2036	1,905,778	772,763	485,000	64,375	549,375	1,322,138	1.441
2037	1,905,778	772,513	510,000	39,500	549,500	1,322,013	1.442
2038	1,905,778	775,700	535,000	13,375	548,375	1,324,075	1.439
2039	1,905,778	777,200	0	0	0	777,200	2.452
2040	1,905,778	772,800	0	0	0	772,800	2.466
2041	1,905,778	772,500	0	0	0	772,500	2.467
2042	1,905,778	776,100	0	0	0	776,100	2.456
2043	1,905,778	773,600	0	0	0	773,600	2.464
2044	1,905,778	775,000	0	0	0	775,000	2.459
2045	1,905,778	775,200	0	0	0	775,200	2.458
		\$17,829,450	\$5,550,000	\$2,442,750	\$7,992,750	\$25,822,200	

Max Annual Debt Service: \$1,330,625
Occurs in FY: 2029



STAFF REPORT

Report To: Board of Supervisors

Meeting Date:

Staff Contact: Darren Schulz, Public Works Director

Agenda Title: For Possible Action: Discussion and possible action regarding a proposed resolution permitting Carson City to subordinate its interests—arising from a development agreement adopted as Ordinance No. 2021-14 (“Development Agreement”) for an affordable housing project (“Project”) planned on 2.91 acres of land along Butti Way with Assessor’s Parcel Number (“APN”) 010-037-07 (“Property”)—in the Property to Western Alliance Business Trust (“WABT”) through a subordination agreement (“Subordination Agreement”) between the City, WABT and Sierra Flats Senior LP (“Sierra Flats”). (Dan Stucky, DStucky@carson.org)

Staff Summary: The City’s Development Agreement with PalaSeek LLP, Oikos Development Corporation (“Oikos”), and Sierra Flats (collectively, “Developer”) provides that the City will convey the Property to Oikos at no cost, Developer will construct an affordable housing project on the Property and the Property must be used to provide affordable housing for at least 51 years. The City may subordinate its interest in the Property to a mortgage holder on that Property if the Board of Supervisors (“Board”) determines subordination is necessary to promote investment in the construction of the Project. WATB seeks the City’s assent to the Subordination Agreement to secure a \$2.2 million loan for the Project.

Agenda Action: Resolution

Time Requested: 15 minutes

Proposed Motion

I move to adopt Resolution No. 2022-R-_____.

Board's Strategic Goal

Economic Development

Previous Action

January 17, 2019 - The Board directed staff to initiate due diligence to determine whether to convey approximately 6.31 acres of property, now comprising APNs 010-037-07 and 010-037-06 (and previously the western 6.31 acres of APN 010-037-04) under NRS Chapter 244 for development of affordable/workforce housing, including preparing a proposed Request for Proposals (“RFP”) to allow the Board to seek and review proposals from qualified developers through a competitive process.

September 5, 2019 - The Board reviewed and discussed the draft RFP and directed staff to publish the RFP in order to seek proposals from qualified developers through a competitive process.

December 5, 2019 - The Board held a public hearing on the RFP and selected PalaSeek to work with the City to pursue a development agreement for PalaSeek's proposed project.

November 4, 2021 – The Board reviewed and provided direction to staff on a rough draft for a development agreement between the City and Developer for development of the affordable housing project on the Property.

November 18, 2021 - The Board introduced, on first reading, a proposed ordinance approving the development agreement between Carson City and Developer for development of the affordable housing project on the Property. Additionally, the Board recognized Oikos' application for conveyance of the Property under NRS 244.287 and directed staff to perform the noticing and other diligence required by that statute.

December 16, 2021 - The ordinance seeking approval of the Development Agreement was adopted at second reading as Ordinance No. 2021-14 at the Board's meeting. The motion carried 4-1. Similarly, Resolution No. 2021-R-38 approving conveyance of the Property, and authorizing the Mayor to execute a deed when appropriate, was adopted by a 4-1 vote.

May 19, 2022 - The Board moved to extend the deadlines to commence construction of the Project from June 1, 2022, to October 1, 2022, and extended the deadline for completion of the Project from December 31, 2023, to March 31, 2024. The motion carried 4-1.

Background/Issues & Analysis

On September 12, 1960, the City acquired approximately 127.7 acres of property along Butti Way from the State of Nevada. Since this time, the property has been developed to house several City Departments and facilities including the Carson City Public Works Department and Corporate Yard, the Carson City Parks, Recreation and Open Space Department, the Nevada Humane Society and the Carson City Water Resource Reclamation Facility. Within that 127.7 acres acquired by the City is the Property.

On December 5, 2019, the Board reviewed two proposals for an affordable housing development on the Property, and the Board selected PalaSeek to form a development team and negotiate a development agreement with the City.

Since then, PalaSeek has partnered with Oikos (a tax-exempt 501(c)(3)) to form Sierra Flats, and together they have secured for the Project \$1,250,000 in annual low-income housing tax credits, \$900,000 in National Housing Trust Funds and \$1,750,000 in federal HOME funds from the Nevada Housing Division. Additionally, Developer split the proposed affordable housing project into two phases. The Project and Development Agreement concern only the first phase. Any phase 2 project would be situated on APN 010-037-06, which abuts the Property, and developed through a separate development agreement.

The City and Developer successfully negotiated a Development Agreement which was adopted as Ordinance No. 2021-14 at the Board's December 16, 2021, meeting. The Development Agreement requires that a Declaration of Restrictive Covenants ("Restrictive Covenants") be concurrently recorded with any deed conveying the Property from the City to Oikos. Both the Development Agreement and the Restrictive Covenants require that the Property be used for affordable housing during a 51-year affordability period. The Development Agreement is already in effect and currently encumbers the Property; the Restrictive Covenants will encumber the Property when the Property is conveyed to Oikos. The Development Agreement is designed to govern how the Project is developed, including providing deadlines for commencement and completion of construction, and it is designed to encumber the Property until a certificate of occupancy is issued for the Project. The Restrictive Covenants focus on the long-term use of the Property, not necessarily development of the Project and encumber the Property until the end of the 51-year affordability period.

In addition to the public funding Sierra Flats has secured, it has also applied to WABT for a \$2.2 million loan to help finance the Project. WABT intends to secure that loan against the Property and has requested that the City

subordinate the Development Agreement, but not the Restrictive Covenants, to WABT's secured interest through the Subordination Agreement. While in effect, the Subordination Agreement would prevent the City from enforcing its rights under the Development Agreement, but not the Restrictive Covenants, and it would allow WATB to take the Property (e.g. foreclose) (1) subject to the Restrictive Covenants, but (2) free of any encumbrance imposed by the Development Agreement.

Since the approval of the Development Agreement, Developer has submitted applications to the City for a parcel map, building permit and engineering permit for site improvements. The parcel map has been completed and recorded. At the time this staff report is authored, the Property is still held in the City's name, but conveyance to Developer appears to be ripe. The Property is to be conveyed at no cost under NRS 244.287, and consistent with the terms of the Development Agreement and Resolution No. 2021-R-38.

Under NRS 244.287, the Development Agreement and the Restrictive Covenants, the Board has the discretion to enter into the Subordination Agreement, and subordinate its interest in the Property to WATB's, to the extent doing so is in the City's best interests and necessary to promote investment in the Project. Specifically:

- NRS 244.287(9) provides that "[a] board of county commissioners may subordinate the interest of the county in property conveyed pursuant to subsection 4 to a first or subsequent holder of a mortgage on that property to the extent the board deems necessary to promote investment in the construction of affordable housing."

- The Development Agreement provides, at Section 2.3(C), "the Parties shall not cause or allow the [Restrictive Covenants] to be subordinate to any other interest in the [Property], except that CARSON CITY, though its Board of Supervisors, may subordinate the [Development] Agreement and/or [Restrictive Covenants] through enactment, and subsequent recording, of a resolution finding that the requested subordination is in CARSON CITY's best interests and necessary to promote investment in the construction of the [Project]."

- The Restrictive Covenants provide, at Section 1.03, that the Restrictive Covenants "shall not be subject to subordination without approval by the City's Board of Supervisors," and "The City's Board of Supervisors may subordinate this Declaration (1) upon finding that the requested subordination is in the City's best interests and necessary to promote investment in the construction of the Project, (2) enacting a resolution memorializing those findings, and (3) recording that resolution with the Carson City Recorder's Office."

Applicable Statute, Code, Policy, Rule or Regulation

NRS 244.287 and 278.0201; Carson City Municipal Code Chapter 17.08

Financial Information

Is there a fiscal impact? No

If yes, account name/number: N/A

Is it currently budgeted? No

Explanation of Fiscal Impact: N/A

Alternatives

Do not adopt the proposed resolution authorizing the subordination agreement and/or provide alternative direction to staff.

Attachments:

[PROPOSED RESOLUTION.pdf](#)

[Subordination Agreement - Carson City - Sierra Flats.pdf](#)

[Ordinance 2021-14 Development agreement.pdf](#)

[RESOLUTION 2021R38.pdf](#)

[Notice of Deadline Extensions for Development Agreement.pdf](#)

[PLATT MAP 10-03.pdf](#)

Board Action Taken:

Motion: _____ 1) _____
2) _____

Aye/Nay

(Vote Recorded By)

RESOLUTION NO. 2022-R-_____

A RESOLUTION PERMITTING CARSON CITY TO SUBORDINATE ITS INTERESTS IN 2.91 ACRES OF LAND ALONG BUTTI WAY WITH ASSESSOR'S PARCEL NUMBER ("APN") 010-037-07 ("PROPERTY") TO WESTERN ALLIANCE BUSINESS TRUST ("WABT") THROUGH A SUBORDINATION AGREEMENT BETWEEN CARSON CITY, WABT AND SIERRA FLATS SENIOR LP ("SIERRA FLATS")

WHEREAS, NRS 244.287 allows Carson City's Board of Supervisors ("Board") to convey City-owned land without consideration to a non-profit organization if the nonprofit organization demonstrates to the Board's satisfaction that it, or its assignee, will use the land to develop affordable housing;

WHEREAS, Carson City owns the Property;

WHEREAS, on December 16, 2021 the Board passed Ordinance 2021-14, which is an ordinance to approve a development agreement ("Development Agreement") between Carson City and PalaSeek LLP, Oikos Development Corporation ("Oikos"), and Sierra Flats for the conveyance of the Property to Oikos and the development of an affordable housing project on the Property ("Project");

WHEREAS, the Development Agreement requires that any conveyance to Oikos be subject to Restrictive Covenants requiring, among other things, that the Property be used for affordable housing for a period of at least 51 years;

WHEREAS, also on December 16, 2021, the Board approved Resolution 2021-R-38 allowing the Property to be conveyed to Oikos under NRS 244.287, when appropriate under the Development Agreement;

WHEREAS, Sierra Flats has pursued approximately \$2.2 million in private financing through WATB for the Project to be built on the Property through the Development Agreement;

WHEREAS, NRS 244.287(9) provides that "[a] board of county commissioners may subordinate the interest of the county in property conveyed pursuant to subsection 4 to a first or subsequent holder of a mortgage on that property to the extent the board deems necessary to promote investment in the construction of affordable housing";

WHEREAS, the Development Agreement, at Section 2.3(C), provides that "the Parties shall not cause or allow the [Restrictive Covenants] to be subordinate to any other interest in the [Property], except that CARSON CITY, through its Board of Supervisors, may subordinate the [Development] Agreement and/or [Restrictive Covenants] through enactment, and subsequent recording, of a resolution finding that the requested subordination is in CARSON CITY's best interests and necessary to promote investment in the construction of the [Project]";

WHEREAS, the Restrictive Covenants provide, at Section 1.03, that the Restrictive Covenants "shall not be subject to subordination without approval by the City's Board of Supervisors," and "[t]he City's Board of Supervisors may subordinate [the Restrictive Covenants] (1) upon finding that the requested subordination is in the City's best interests and necessary to promote investment in the construction of the Project, (2) enacting a resolution memorializing those findings, and (3) recording that resolution with the Carson City Recorder's Office.";

WHEREAS, as a condition to extending approximately \$2.2 million in private financing for the Project, WATB seeks Carson City’s assent to a subordination agreement, attached as Exhibit A, to partially subordinate Carson City’s interest in the Property to WATB’s;

NOW, THEREFORE, the Board hereby resolves that:

1. Subordinating Carson City’s interest in the Property to the extent described in Exhibit A is necessary to promote investment in the construction of the Project;
2. It is in the best interest of Carson City and its residents that the Property be used to develop affordable housing, and therefore, permitting subordination of the City’s interest in the Property as described in Exhibit A is also in the City’s best interest;
3. Carson City agrees to the terms of the subordination agreement attached as Exhibit A; and
4. The Mayor is authorized to execute the subordination agreement attached as Exhibit A.

Upon motion by Supervisor _____, seconded by Supervisor _____, the foregoing Resolution was passed and adopted this 4th day of August, 2022 by the following vote.

VOTE:

AYES:

NAYS:

ABSENT:

ABSTAIN:

LORI BAGWELL, Mayor

ATTEST:

AUBREY ROWLATT, Clerk-Recorder

SUBORDINATION AGREEMENT

Among

WESTERN ALLIANCE BUSINESS TRUST,

CARSON CITY

and

SIERRA FLATS SENIOR LP

Dated as of _____, 2022

This instrument Prepared By
and after Recording Return To:

Kutak Rock LLP
Two Logan Square
100 North 18th Street, Suite 1920
Philadelphia PA 19103
Attention: Andrew P. Schmutz, Esquire

SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT dated as of _____, 2022 (as amended, modified, supplemented or assigned from time to time, this “**Agreement**”) by and among WESTERN ALLIANCE BUSINESS TRUST, a Delaware business trust (together with its permitted successors and assigns, “**Lender**” or the “**Senior Lender**”), CARSON CITY, a consolidated municipality of the State of Nevada (together with its permitted successors and assigns, “**Subordinate Party**”), and SIERRA FLATS SENIOR LP, a limited partnership duly organized and validly existing under the laws of the State of Nevada (together with its permitted successors and assigns, the “**Borrower**”),

W I T N E S S E T H:

WHEREAS, the Borrower has applied to the Lender for a loan (the “**Loan**”), to finance the acquisition, construction and equipping of a multifamily apartment housing facility consisting of total of 80 units and related personal property and equipment, located in Carson City, Nevada and known as “Sierra Flats Senior Apartments” (the “**Project Facilities**”); all capitalized terms used herein and not otherwise defined shall have the meanings given to them in the Loan Agreement (defined below);

WHEREAS, the Lender will make the Loan to the Borrower pursuant to that certain Loan Agreement, dated as of _____, 2022 (as it may be supplemented or amended, the “**Loan Agreement**”) to finance the acquisition, construction, rehabilitation, development, equipping and/or operation of the Project Facilities;

WHEREAS, to evidence its payment obligations under the Loan Agreement, the Borrower will execute and deliver to the Lender its Promissory Note dated the Closing Date (the “**Note**”) which is secured by, among other things, a first-priority mortgage lien on the Property granted pursuant to a Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing (with Power of Sale) dated as of the date hereof (as amended, modified or supplemented from time to time, the “**Senior Mortgage**”, which, together with the Loan Agreement, the Note and all other agreements contemplated therein or evidencing or securing the Borrower’s obligations under the Loan Agreement are hereinafter collectively referred to as the “**Senior Loan Documents**” and the indebtedness evidenced and secured by the Senior Loan Documents is hereinafter collectively referred to as the “**Senior Indebtedness**”);

WHEREAS, the Property is being acquired and constructed, in part, pursuant to a Development Agreement dated December 20, 2021 by and among Borrower, Subordinate Party, PalaSeek LLP, a Nevada limited liability partnership and Oikos Development Corporation, a Missouri nonprofit corporation and tax-exempt 501(c)(3) organization (as amended, modified or supplemented from time to time, the “**Subordinate Development Agreement**” and together with all other agreements contemplated therein or evidencing or securing the Subordinate Indebtedness are hereinafter referred to as the “**Subordinate Documents**”);

WHEREAS, contemporaneously with the Subordinate Development Agreement, Borrower and Subordinate Party will execute that certain Declaration of Restrictive Covenants by and among Borrower, Subordinate Party and Oikos Development Corporation (“**Subordinate DRC**”), but notwithstanding any term of this Agreement to the contrary, the term “Subordinate Documents” expressly excludes the Subordinate DRC, except with respect to the prohibition against amendments, modifications or supplements to any of the Subordinate Documents without the express prior written consent of Senior Lender described in Section 10 of this Agreement;

WHEREAS, it is a requirement of the Senior Loan Documents that the Senior Mortgage shall be and remain liens or charges upon the Property prior and superior to the lien or charge of the Subordinate

Documents, that the Subordinate Indebtedness be subordinated in right of payment to the Senior Indebtedness and that the Subordinate Indebtedness be payable solely from cash available after payment of operating expenses of the Property and amounts due and owing in respect of the Senior Indebtedness.

NOW, THEREFORE, in consideration of the foregoing and the mutual benefits accruing to the parties hereto and for other good and valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged and intending to be legally bound hereby, it is hereby declared, understood and agreed by the parties as follows:

1. Subordination of Subordinate Documents. Subordinate Party declares, agrees and acknowledges that the Senior Mortgage, and any renewals or extensions thereof, and any modifications thereof or substitutions therefor which do not increase the principal balance secured thereby (except increases by reason of protective advances or payment of Senior Lender's costs or increases to which Subordinate Party has consented in accordance with Section 3(c) hereof) and all advances made pursuant to the Senior Mortgage, all costs and expenses secured thereby and interest on the foregoing, shall unconditionally be and remain at all times liens or charges on the Property prior and superior to the lien or charge of the Subordinate Documents.

2. Subordination of Subordinate Indebtedness; Remitting Subordinate Loan Payments to Senior Lender; Reinstatement.

(a) The Subordinate Indebtedness is hereby subordinated in right of payment to any and all of the Senior Indebtedness and shall be payable only from and to the extent of revenues of the Property available after payment of all amounts then due and owing under the Senior Loan Documents and all current operating expenses of the Property. Notwithstanding the foregoing, unless and until the Senior Lender gives Subordinate Party notice of the occurrence of a default, an event of default or any event which, with the giving of notice or the passage of time (or both) will constitute a default or an event of default, under the Senior Loan Documents, Subordinate Party may receive and accept regularly scheduled payments on account of principal and interest payable under the Subordinate Documents to the extent of cash flow of the Borrower available after payment of current operating expenses of the Property and amounts then due and owing under the Senior Loan Documents.

(b) If Subordinate Party shall receive any payments or other rights in any property of the Borrower or any other obligor after the Senior Lender has given Subordinate Party notice of a default, an event of default or an event which with the giving of notice or the passage of time (or both) will constitute a default or an event of default, under the Senior Loan Documents, such payment or property shall be received by Subordinate Party in trust for Senior Lender and shall immediately be delivered and transferred to Senior Lender.

(c) If at any time payment of all or any part of the Senior Indebtedness is rescinded or must otherwise be restored or returned by Senior Lender in connection with any bankruptcy, reorganization, arrangement, insolvency, liquidation or similar proceedings (a "**Proceeding**") in respect of Borrower, General Partner or any other obligor, and Subordinate Party has received payment of all or any part of the Subordinate Indebtedness, Subordinate Party shall forthwith turn over the same to, and for the account of, Senior Lender, until Senior Lender has received indefeasible payment in full of any such payments on the Senior Indebtedness that have been so rescinded, restored or returned.

3. Exercise of Remedies.

(a) Subordinate Party declares, agrees, and acknowledges that it will not, without the prior written consent of Senior Lender: (i) sue the Borrower or any other obligor under any of the

Subordinate Documents; (ii) accelerate or accept a prepayment in full or in part of the Subordinate Indebtedness; (iii) commence any action to foreclose or exercise any power of sale under the Subordinate DRC; (iv) accept a deed or assignment in lieu of foreclosure for the Property or any part or portion thereof; (v) seek or obtain a receiver for the Property or any part or portion thereof; (vi) take possession or control of the Property, or collect or accept any rents from the Property; (vii) take any action that would terminate any leases or other rights held by or granted to or by third parties with respect to the Property; (viii) initiate or join any other creditor in commencing any Proceeding with respect to the Borrower or any other obligor; (ix) incur any obligation to the Borrower or any other obligor other than as provided in the Subordinate Development Agreement, (x) exercise any other remedies under the Subordinate Documents; or (xi) take any other enforcement action against the Borrower or any other obligor or against the Property or any part or portion thereof.

(b) Subordinate Party agrees that Senior Lender shall have, as determined in accordance with and subject to the terms of the Senior Loan Documents, upon the occurrence of an Event of Default under and as defined in the Senior Loan Documents, the right to (i) accelerate or accept prepayment in full or in part of the Senior Indebtedness; (ii) commence any action to foreclose or exercise any power of sale under the Senior Mortgage; (iii) accept a deed or assignment in lieu of foreclosure for the Property or any part or portion thereof; (iv) seek or obtain a receiver for the Property or any part or portion thereof; (v) take possession or control of the Property, and collect and accept rents from the Property; (vi) sue the Borrower or any other obligor under any of the Senior Loan Documents; (vii) exercise any rights of set-off or recoupment that Senior Lender may have against the Borrower or any other obligor; (viii) exercise any other remedies under the Senior Loan Documents; or (ix) take any other enforcement action against the Property or any part or portion thereof, all without any responsibility or liability to Subordinate Party with respect to the Property, the Borrower, the General Partner or any other obligor.

(c) Subordinate Party agrees that Senior Lender shall have absolute power and discretion, without notice to Subordinate Party, to deal in any manner with the Senior Indebtedness, including interest, costs and expenses payable by the Borrower to Senior Lender, and any security and guaranties therefor, including, but not by way of limitation, release, surrender, extension, renewal, acceleration, compromise or substitution; provided that Senior Lender shall not increase the principal amount of the indebtedness to which the Subordinate Documents are subordinate (other than increases resulting from protective advances or payment of Senior Lender's costs) without the prior written consent of Subordinate Party, which consent shall not be unreasonably withheld or delayed.

(d) Subordinate Party further agrees that if at any time Subordinate Party should commence any foreclosure proceeding, or commence any action to execute on any lien obtained by way of attachment or otherwise on the Property, or otherwise take any action prohibited under Paragraph 3(a), Senior Lender shall (unless Senior Lender has consented to such action or remedy) be entitled to have the same vacated, dissolved and set aside by such proceedings at law or otherwise as Senior Lender may deem proper, and this Agreement shall be and constitute full and sufficient grounds therefor and shall entitle Senior Lender to become a party to any proceedings at law or otherwise in or by which Senior Lender may deem it proper to protect its interests hereunder.

(e) No act, omission, breach or other event under this Agreement shall defeat, invalidate or impair in any respect the absolute, unconditional and irrevocable subordination of the Subordinate Documents to the Senior Loan Documents as provided in this Agreement.

4. No Marshaling of Assets. Subordinate Party specifically waives and renounces any right which it may have under any applicable statutes, whether at law or in equity, to require Senior Lender to marshal collateral or to otherwise seek satisfaction from any particular assets or properties of the Borrower or from any third party.

5. Bankruptcy Matters.

(a) The subordination provided for in this Agreement shall apply, notwithstanding the availability of other collateral to Senior Lender or the actual date and time of execution, delivery, recordation, filing or perfection of the Senior Mortgage or the Subordinate Documents and, insofar as Subordinate Party is concerned, notwithstanding the fact that the Senior Indebtedness or any claim for the Senior Indebtedness may be subordinated, avoided or disallowed, in whole or in part, as against the Borrower or any other obligor under the Bankruptcy Code or other applicable federal or state law. In the event of any Proceeding, the Senior Indebtedness shall include all interest and fees accrued on the Senior Indebtedness, in accordance with and at the rates specified in the Senior Loan Documents, both for periods before and for periods after the commencement of such Proceeding, even if the claim for such interest and/or fees is not allowed as against the Borrower or any other obligor pursuant to applicable law.

(b) Without the prior written consent of Senior Lender, Subordinate Party shall not, and Subordinate Party waives any and all right: (1) to request adequate protection (as that term is defined in the Bankruptcy Code) (and in the event any such adequate protection is awarded to Subordinate Party, Subordinate Party hereby assigns any adequate protection in the form of cash to Senior Lender and any adequate protection in the form of a lien on or security interest in the Property or any other Collateral is hereby subordinated to all of Senior Lender's rights, liens or security interests in or to the Property and such other Collateral), (2) to file or support any motion for dismissal or relief from the automatic stay (as defined in the Bankruptcy Code), (3) to request any post-petition interest, (4) to request any sale of Borrower's assets, or (5) to file, propose, support, accept or reject any plan of reorganization of Borrower. Subordinate Party further agrees that, with respect to any Proceeding: (1) it shall not make any election, give any consent, commence any action or file any motion, claim, obligation, notice or application or take any other action in any Proceeding by or against the Borrower or any other obligor without the prior written consent of Senior Lender; (2) Senior Lender may vote in any such Proceeding any and all claims of Subordinate Party against the Borrower or any other obligor, and Subordinate Party hereby appoints Senior Lender as its agent, and grants to Senior Lender an irrevocable power of attorney coupled with an interest, and its proxy, for the purpose of exercising any and all rights and taking any and all actions available to Subordinate Party in connection with any case by or against the Borrower or any other obligor in any Proceeding, including without limitation, the right to file and/or prosecute any claims, to vote to accept or reject a plan, and to make any election under Section 1111(b) of the Bankruptcy Code; and (3) Subordinate Party shall not challenge the validity or amount of any claim submitted in such Proceeding by Senior Lender in good faith or any valuations of the Property or any other Collateral, or any portion of the foregoing, or other Senior Indebtedness collateral submitted by Senior Lender in good faith, in such Proceeding or take any other action in such Proceeding, which is adverse to Senior Lender's enforcement of its claim or receipt of adequate protection (as that term is defined in the Bankruptcy Code).

(c) Subordinate Party agrees that Senior Lender does not owe any fiduciary duty to Subordinate Party in connection with the administration of the Senior Indebtedness and the Senior Loan Documents and Subordinate Party agrees not to assert any such claim. Subordinate Party acknowledges that Senior Lender shall have the sole discretion to exercise or not exercise the rights set forth in this Agreement from time to time; and that such rights may be exercised solely in the interest of Senior Lender and without regard to the interest of Subordinate Party in any action or proceeding, including in connection with any Proceeding.

6. Payment Set Aside. To the extent any payment under any of the Senior Loan Documents (whether by or on behalf of the Borrower, as proceeds of security or enforcement of any right of set-off, or otherwise) is declared to be fraudulent or preferential, set aside or required to be paid to a Lender, receiver or other similar party under the Bankruptcy Code or any federal or state bankruptcy, insolvency, receivership or similar law, then if such payment is recovered by, or paid over to, such Lender, receiver or

other similar party, the Senior Indebtedness or part thereof originally intended to be satisfied shall be deemed to be reinstated and outstanding as if such payment had not occurred.

7. Casualty and Condemnation Proceeds. Subordinate Party agrees it shall have no right to participate in the adjustment of the proceeds of insurance payable as the result of any casualty to the Improvements, or to participate in any manner whatsoever in activities relating to restoration or reconstruction of the Improvements, and Senior Lender shall have the exclusive right to receive, administer and apply all such proceeds as set forth in the Senior Loan Documents. In the event Senior Lender shall release, for the purposes of restoration of all or any part of the Property, its right, title and interest in and to the proceeds under policies of insurance thereon, and/or its right, title and interest in and to any awards, or its right, title and interest in and to other compensation made for any damages, losses or compensation for other rights by reason of a taking in eminent domain, Subordinate Party shall simultaneously release for such purpose all of Subordinate Party's right, title and interest, if any, in and to all such insurance proceeds, awards or compensation. Subordinate Party agrees that the balance of such proceeds remaining after such restoration, or all of such proceeds in the event such proceeds are not released for any such restoration pursuant to the Senior Loan Documents, shall be applied to the payment of amounts due under the Senior Loan Documents until all such amounts have been indefeasibly paid in full, prior to being applied to the payment of any amounts due under the Subordinate Documents. If Senior Lender holds such proceeds, awards or compensation and/or monitors the disbursement thereof, Subordinate Party agrees that Senior Lender shall also hold and monitor the disbursement of such proceeds, awards and compensation to which Subordinate Party is or may be entitled. Nothing contained in this Agreement shall be deemed to require Senior Lender, in any way whatsoever, to act for or on behalf of Subordinate Party or to hold or monitor any proceeds, awards or compensation in trust for or on behalf of Subordinate Party.

8. Indemnification and Subrogation. If Subordinate Party or any affiliate shall acquire, by indemnification, subrogation or otherwise, any lien, estate, right or other interest in the Property, that lien, estate, right or other interest shall be subordinate to the Senior Mortgage and the other Senior Loan Documents as provided herein, and Subordinate Party or such affiliate hereby waives, until all amounts owed under the Senior Loan Documents have been indefeasibly paid in full, the right to exercise any and all such rights it may acquire by indemnification, subrogation or otherwise.

9. Subordination Effective. This Agreement, the subordination effected hereby, and the respective rights and priorities of the parties hereto in and to the Property, shall be effective as stated herein, notwithstanding any modification or amendment of any Senior Loan Document (other than any modification or amendment of any Senior Loan Document that increases the amount of indebtedness to which the Subordinate Indebtedness is subordinate for reasons other than protective advances or costs of Senior Lender), or the obtaining by Senior Lender or Subordinate Party of any additional document confirming, perfecting or otherwise affecting the Senior Loan Documents, or the Subordinate Documents, as the case may be.

10. Amendments of Subordinate Documents and Senior Loan Documents. The Borrower and Subordinate Party agree that they will not enter into any amendment, modification or supplement to any of the Subordinate Documents without the express prior written consent of Senior Lender (which consent shall not be unreasonably withheld). No consent of Subordinate Party shall be required for any amendment, modification or supplement to any of the Senior Loan Documents, provided that no amendment, modification or supplement to any of the Senior Loan Documents shall increase the amount of indebtedness to which the Subordinate Documents are subordinate other than increases resulting from protective advances or costs of Senior Lender.

11. Notice of Defaults. Subordinate Party hereby agrees to give notice to Senior Lender of any default (or event that, with the giving of notice or passage of time, or both, would constitute a default) under the Subordinate Documents.

12. Cross Default. The Borrower and Subordinate Party agree that a default under the Subordinate Documents or Subordinate Party's default hereunder shall, at the election of Senior Lender, constitute a default under the Senior Loan Documents and Senior Lender shall have the right to exercise all rights or remedies under the Senior Loan Documents in the same manner as in the case of any other default under the Senior Loan Documents. If Subordinate Party notifies Senior Lender in writing that any default under the Subordinate Documents has been cured or waived, as determined by Subordinate Party in its sole discretion, then provided that Senior Lender has not conducted a foreclosure or exercised its rights with respect to the power of sale of the Property pursuant to its rights under the Senior Loan Documents, any default under the Senior Loan Documents arising solely from such default under the Subordinate Documents shall be deemed cured, and the Senior Indebtedness shall be reinstated.

13. Further Assurances. The parties hereto shall cooperate fully with each other in order to carry out promptly and fully the terms and provisions of this Agreement. Each party hereto shall from time to time execute and deliver such other agreements, documents or instruments and take such other actions as may be reasonably necessary or desirable to effectuate the terms of this Agreement.

14. No Waiver. No failure or delay on the part of any party hereto in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder.

15. Equitable Remedies. Each party hereto acknowledges that, to the extent that no adequate remedy at law exists for breach of its obligations under this Agreement, in the event any party fails to comply with its obligations hereunder, the aggrieved party shall have the right to obtain specific performance of the obligations of such defaulting party, injunctive relief, or such other equitable relief as may be available, other than consequential or punitive damages.

16. Notices. Any notice to be given under this Agreement shall be in writing and shall be deemed to be given when received by the party to whom it is addressed. Notwithstanding the foregoing, if any such notice is not received or cannot be delivered due to a change in the address of the receiving party of which notice was not previously given to the sending party or due to a refusal to accept by the receiving party, such notice shall be deemed received on the date delivery is attempted. Notices shall be in writing and sent by certified U.S. mail, hand delivery, or by special courier (in each case, return receipt requested). Notices to any other party hereto shall be sent to the parties at the following addresses or such other address or addresses as shall be designated by such party in a written notice to the other parties:

If to Lender:

Western Alliance Business Trust
c/o R4 Capital Funding LLC
780 Third Avenue, 16th Floor
New York, New York 10017
Attention: Tara Nussbaum

With copies to:

R4 Servicer LLC

155 Federal Street, Suite 1400
Boston, Massachusetts 02110
Attention: Greg Doble

and

Kutak Rock LLP
Two Logan Square
100 North 18th Street, Suite 1920
Philadelphia PA 19103
Attention: Andrew P. Schmutz

If to Subordinate Party:

Carson City
City Manager's Office
Attn: City Manager
201 North Carson Street, Suite 2
Carson City, Nevada 89701

and

Carson City
Carson City Public Works Department
Attn: Real Property Manager
3505 Butti Way
Carson City, NV 89701

If to Borrower:

Sierra Flats Senior LP
c/o Oikos Development Corporation
1712 Main Street, Suite 206
Kansas City, Missouri 64108
Attention: Michael Snodgrass

With a copy to:

Ramsey Barhorst LLC
117 West 20th Street
Kansas City, Missouri 64108
Attention: Chris Barhorst

Each Notice shall be effective the day delivered if personally delivered, the next business day if sent by overnight courier or three (3) days after being deposited in the United States Mail as aforesaid. Rejection or other refusal to accept or the inability to deliver because of changed address for which no Notice was given shall be deemed to be receipt of the Notice sent. Each of the parties hereto shall have the right from time to time and at any time during the term of this Agreement to change its respective address and the right to specify as its address any other address within the United States of America.

17. No Third Party Beneficiaries. No person or entity other than the parties hereto and their respective successors and assigns shall have any rights under this Agreement. To the fullest extent permitted by applicable law, facsimile or electronically transmitted signatures shall constitute original signatures for all purposes under this Agreement.

18. Counterparts; Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. To the fullest extent permitted by applicable law, facsimile or electronically transmitted signatures shall constitute original signatures for all purposes under this Agreement.

19. Amendment, Supplement, Modification, Waiver and Termination. No amendment, supplement, modification, waiver or termination of this Agreement shall be effective unless (i) the party against whom the enforcement of such amendment, supplement, modification, waiver or termination would be asserted, has consented in writing to such amendment, supplement, modification, waiver or termination, and (ii) the Controlling Person has consented in writing to such amendment, supplement, modification, waiver or termination. All amendments shall be made in accordance with any applicable provisions of Article V of the Loan Agreement.

20. Severability. In case any one or more of the provisions contained in this Agreement, or any application thereof, shall be invalid, illegal or unenforceable in any respect, the validity, legality and other application thereof, shall not in any way be affected or impaired thereby.

21. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Nevada, without giving effect to its conflict of laws principles.

22. Captions. Captions and headings in this Agreement are for convenience of reference only and shall not define, expand or limit the provisions hereof.

23. Successors and Assigns. This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

24. Integration. This Agreement sets forth the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior agreements, written or oral, relating thereto.

25. Obligors Unaffected. Notwithstanding that the Borrower is a party hereto and anything to the contrary contained herein, this Agreement shall not be deemed or interpreted so as to limit or expand or otherwise modify the rights and remedies of Senior Lender under the Senior Loan Documents or Subordinate Party under the Subordinate Documents insofar as they relate to the Borrower or any other obligor, or to diminish or change the obligations of, the Borrower or any other obligor under any of the foregoing.

26. Definitions. Capitalized terms used herein and not defined shall have the meanings ascribed to such terms in the Loan Agreement.

[The remainder of this page is left blank intentionally.]

EXHIBIT A

LEGAL DESCRIPTION OF REAL ESTATE

EXHIBIT A
DESCRIPTION OF SIERRA FLATS – PHASE 1

A portion of Parcel 1 shown on that Record of Survey supporting a Boundary Line Adjustment for Carson City, recorded as File No. 278817 on May 30, 2002, in Book 9, Page 2454 (Map No. 2454), in the Carson City Recorder's Office, Carson City, Nevada, situate within the Southwest 1/4 of the Northwest 1/4 of Section 15, Township 15 North, Range 20 East, Mount Diablo Base & Meridian, more particularly described as follows:

BEGINNING at the Northwest corner of said Parcel 1, described as the N1/16 Cor Sec 15-16, as shown on said Record of Survey point on the southerly line of said Parcel 1;

THENCE, leaving the **POINT OF BEGINNING**, and along the North line of said Parcel 1, departing said line, South 88°59'25" East, 410.00 feet;

THENCE, leaving said North line South 00°38'21" West, 189.75 feet, to the northerly right-of-way line of Butti Way, as described in Document Number 276885 as file in the Official Records of Carson City, Nevada on April 19, 2002, to the beginning of a non-tangent curve to the left from which the radius point bears South 21°45'16" East;

THENCE, southwesterly, along the northerly right-of-way line of said Butti Way, 33.93 feet along the arc of a curve having a radius of 426.66 feet and through a central angle of 04°33'25";

THENCE, continuing along said northerly right-of-way line, South 63°41'20" West, 50.52 feet;

THENCE, continuing along said northerly right-of-way line South 55°11'12" West, 187.18 feet;

THENCE, continuing along said northerly right-of-way line South 50°08'29" West, 81.25 feet, to the easterly right-of-way line of Airport Road;

THENCE, along the easterly right-of-way line of Airport Road, North 67°54'48" West, 134.59 feet to the beginning of a tangent curve to the right;

THENCE, continuing along the easterly right-of-way line of Airport Road, 65.14 feet along the arc of a curve having a radius of 370.00 feet and through a central angle of 10°05'06", to the most westerly corner of the above-mentioned Parcel 1;

THENCE, leaving the easterly right-of-way line of said Airport Road, and along the westerly line of said Parcel 1, North 79°28'19" East, 64.85 feet;

THENCE, continuing along the westerly line of said Parcel 1, North 00°38'21" East, 300.00 feet, **POINT OF BEGINNING**.

Containing 2.91 Acres, more or less.

See Exhibit "A-1" attached hereto and made a part hereof

Basis of Bearings: South 10°30'31" East between Carson City Control Monuments CC013 and CC087 shown on Record of Survey Map number 2749 recorded August 11, 2010 in the Official Records of Carson City, Nevada, as File Number 403425.

Surveyor's Certificate: I hereby certify that the attached description was prepared by me or under my direct supervision and is accurate to the best of my knowledge and belief.

Lee H. Smithson
Nevada PLS 5097
For and on behalf of

 **Manhard**
CONSULTING
241 Ridge Street, Suite 400
Reno, Nevada 89501
(775) 321-6525



OWNER'S CERTIFICATE

I, the undersigned, being the owner of the tract of land described on this plat and that the same is located in the City of Carson, Nevada, and that the same is subject to the provisions of the laws of the State of Nevada, and that I have read and understand the contents of this plat and the conditions imposed thereon, and I hereby certify that the same are correct and true, and that I have no objection to the same being recorded for the purpose stated herein, in witness whereof, I have hereunto set my hand and official seal, this 19th day of July, 2022.

OWNER: Steve Reynolds
DATE: 7/19/22
CITY OF CARSON: Steve Reynolds, Mayor
CLERK: Shirley Louder
(PRINT NAME/TITLE)
CITY CLERK: Shirley Louder
(PRINT NAME/TITLE)

NOTARY CERTIFICATE

I, the undersigned, being a Notary Public for the State of Nevada, do hereby certify that the foregoing instrument was acknowledged before me by the person whose name is subscribed to the same, and that the same is correct and true, and that I have no objection to the same being recorded for the purpose stated herein, in witness whereof, I have hereunto set my hand and official seal, this 19th day of July, 2022.

NOTARY PUBLIC: Shirley Louder
DATE: 7/19/22

NOTARY CERTIFICATE

I, the undersigned, being a Notary Public for the State of Nevada, do hereby certify that the foregoing instrument was acknowledged before me by the person whose name is subscribed to the same, and that the same is correct and true, and that I have no objection to the same being recorded for the purpose stated herein, in witness whereof, I have hereunto set my hand and official seal, this 19th day of July, 2022.

NOTARY PUBLIC: Shirley Louder
DATE: 7/19/22

UTILITY COMPANIES CERTIFICATE

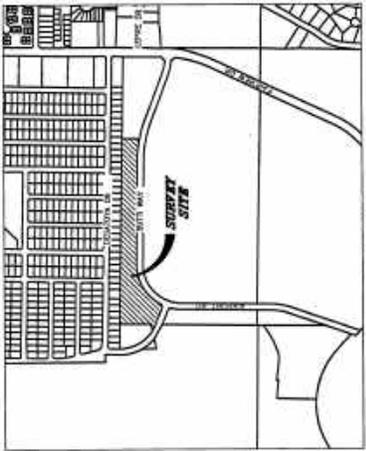
THE PUBLIC UTILITY UTILITIES SHOWN ON THIS MAP HAVE BEEN CHECKED AND APPROVED BY:

SEWER: City of Carson DATE: 7/19/22
WATER: City of Carson DATE: 7/19/22
GAS: City of Carson DATE: 7/19/22

SOUTHWEST GAS CORPORATION CERTIFICATE

A PUBLIC UTILITY UTILITY IS HEREBY GRANTED TO SOUTHWEST GAS CORPORATION WITHIN EACH PARCEL FOR THE EXCLUSIVE PURPOSE OF CONVEYING GAS TO THE PARCELS SHOWN ON THIS MAP AND TO THE PARCELS WITHIN THE RIGHT TO LIFT THAT PARCELS WITH SAID UTILITY FACILITIES FOR THE PURPOSE OF SERVING ADJACENT PARCELS.

DATE: 7/19/22
BY: Christine Ramsey, City Clerk



VICINITY MAP
MAP TO SCALE

NOTES

- 1. PUBLIC UTILITY UTILITIES GRANTED INCLUDE USE BY CABLE TELEVISION SERVICE.
- 2. THESE PARCELS ARE SUBJECT TO CARSON CITY ORDINANCE 188-25 AND ALL PROPERTY OWNERS SHALL COMPLY WITH THE PROVISIONS OF SAID ORDINANCE.
- 3. ALL PARCELS WILL BE REQUIRED TO CONNECT TO CITY WATER AND SANITARY SEWER.
- 4. THERE ARE NO APPLICABLE HELLS OR ZONE SYSTEM LOCATED ON THE PROPERTY TO BE PARCELED AS OF THE DATE OF THE INSTRUMENT.
- 5. THIS PARCEL AND ANY CONVEYANCE CONCERNING TO THE CARSON CITY MUNICIPAL CODE Pertain to CARSON CITY ORDINANCE 188-25.
- 6. THE CURRENT ZONING DISTRICT IS MULTI-FAMILY APARTMENT (MFA) AND PUBLIC RECORDS (PR).
- 7. ANY FURTHER SUBDIVISION OF THE SUBJECT PARCELS MAY REQUIRE A TENTATIVE SUBDIVISION MAP IN COMPLIANCE WITH ORDINANCE 188-25.
- 8. THE PROPERTY IS LOCATED WITHIN FLOOD ZONES X SHARED AND AO (1 FOOT DEPTH), AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD HAZARD INSURANCE MAP (FIRM) PANEL 3004000101H EFFECTIVE DATE 10, 2010.
- 9. PUBLIC UTILITY AND DRAINAGE EASEMENTS ARE HEREBY GRANTED, TO FEET IN WIDTH CENTERED ON ALL INTERIOR LOT LINES, 5 FEET IN WIDTH CORRESPOND WITH EXISTING EASEMENTS, AND TO FEET IN WIDTH ADJACENT TO STREET RIGHTS-OF-WAY.
- 10. AS THE PARCELS INCLUDE EACH INDIVIDUAL LAND TRACT WILL BE RESPONSIBLE FOR MAINTAINING ANY LANDSCAPING INSTALLED IN THE PUBLIC ROAD RIGHT-OF-WAYS, INCLUDING THE DEVELOPER'S LANDSCAPE AREAS, OPEN SPACE AREAS, AND TRAIL AREAS ASSOCIATED WITH EACH PARCEL.
- 11. THE INGRESS AND EGRESS AS SHOWN ON SHEET 2 IS FOR THE BENEFIT OF PARCEL 2.

TITLE COMPANY CERTIFICATE

THE UNDERSIGNED TITLE COMPANY HAS BEEN ADVISED BY THE RECORD OWNER OF SAID LANDS, AND THAT THERE ARE NO CLAIMS OF RECORD AGAINST THE LANDS DESCRIBED ON THIS MAP, AND THAT THE RECORDS OF THE COUNTY, MUNICIPAL, FEDERAL OR LOCAL TAXES OR ASSESSMENTS COLLECTED AS TAXES OR SPECIAL ASSESSMENTS THAT NO ONE HOLDING OF RECORD A RECORD INTEREST IN THE LANDS TO BE SHOWN EXCEPT AS SHOWN BELOW.

NAME: Manhard Consulting LTD DATE: 7/19/22
ADDRESS: 1111 S. Carson Ave, Carson, NV 89101

TOTAL AREA
7.82 A.C. ±

CITY ENGINEER'S APPROVAL

THE UNDERSIGNED HEREBY CERTIFIES THAT HE IS THE ONLY APPOINTED CARSON CITY ENGINEER AND THAT HE HAS REVIEWED THE PLAT AND THAT THE SAME IS CORRECT AND TRUE, AND THAT ALL PROVISIONS OF THE LAWS OF THE STATE OF NEVADA AND CARSON CITY ORDINANCES TO WHICH THIS MAP IS SUBMITTED HAVE BEEN COMPLIED WITH AND THAT THIS MAP IS TECHNICALLY CORRECT.

CITY ENGINEER: Steve Reynolds DATE: 7/19/22

PARCEL MAP REVIEW COMMITTEE

THIS PARCEL MAP SUBMITTED TO THE PARCEL MAP REVIEW COMMITTEE ON APRIL 14, 2022, AND ALL CONDITIONS IMPOSED ON SUCH APPROVAL HAVE BEEN SATISFIED.

COMMITTEE MEMBER: Shirley Louder DATE: 7/19/22

TREASURER'S CERTIFICATE

THE UNDERSIGNED HEREBY CERTIFIES THAT ALL THE PROPERTY TAXES ON THIS LAND, AND 2021-2022, FOR THE FISCAL YEAR HAVE BEEN PAID.

TREASURER: Shirley Louder DATE: 7/19/22

SURVEYOR'S CERTIFICATE

I, LEE R. SWINSON, A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF NEVADA, CERTIFY THAT:

- 1. THIS IS A CORRECT AND TRUE COPY OF A SURVEY CONDUCTED UNDER MY PERSONAL SUPERVISION AT THE REQUEST OF CARSON CITY.
- 2. THE SAID SURVEY WAS MADE FROM A POINT OF BEGINNING LOCATED AT THE NORTH 1/2 OF SECTION 15, TOWNSHIP 15 NORTH, RANGE 20 EAST, M.E.M. AND THE SURVEY WAS COMPLETED ON FEBRUARY 18, 2022.
- 3. THIS PLAT COMPIES WITH APPLICABLE STATUTES OF THIS STATE AND ANY LOCAL ORDINANCES IN EFFECT ON THE DATE OF THIS SURVEY AND THAT THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH CHAPTER 625 OF THE NEVADA ADMINISTRATIVE CODE.
- 4. THE INSTRUMENT REFERRED TO ON THIS PLAT AS OF THE CHARACTERIZED POINTS OCCUPY THE POSITIONS INDICATED AND ARE OF SUFFICIENT NUMBER AND DURABILITY.



LEE R. SWINSON, P.L.S.
REMAP CERTIFICATE NO. 2097

RECORDER'S CERTIFICATE

FILED FOR RECORD AT THE REQUEST OF,

ON THIS 19th DAY OF JULY, 2022, AT 11:15 AM, I HAVE FILED THIS INSTRUMENT IN THE OFFICE OF THE CLERK OF CARSON, NEVADA.

RECORDING FEE: \$
BOOK: 11
PAGE: 3645
FILE NO: 230111

MANHARD CONSULTING LTD
COUNTY RECORDER - SHIRLEY LOUDER
BY: Shirley Louder

PM-2022-0195

CARSON CITY
BEING A PORTION OF THE NORTH 1/2
OF SECTION 15 TOWNSHIP 15 NORTH RANGE 20 EAST
M.E.M.

Manhard CONSULTING LTD
1111 S. Carson Ave, Carson, NV 89101
TEL: 702.333.1111
FAX: 702.333.1112
WWW.MANHARDCONSULTING.COM

PARCEL MAP 3645

1 of 2

DATE: MARCH 2022
FILE NO: 230111

MANHARD CONSULTING LTD

RECORDING FEE: \$

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FILE NO: 230111

MANHARD CONSULTING LTD

COUNTY RECORDER - SHIRLEY LOUDER

BY: Shirley Louder

APN: 010-037-04

Doc # 528321
Recorded 12/23/2021 10:12 AM
Requested By: BOARD OF
SUPERVISORS
Carson City - NV
Aubrey Rowlett Clerk-Recorder
Pg 1 of 69 Fee: 50.00
Recorded By:CM

FOR RECORDER'S USE ONLY

ORDINANCE 2021-14

&

DEVELOPMENT AGREEMENT

Between Carson City and PalaSeek LLP, Oikos Development Corporation and
Sierra Flats Senior LP. Concerning the conveyance of approximately 2.91 acres
of City-owned land and development of an affordable housing project.

TITLE OF DOCUMENT

I, the undersigned, hereby affirm that the attached document, including any exhibits, hereby
submitted for recording does not contain personal information of any person or persons.
(NRS 239B.030)

I, the undersigned, hereby affirm that the attached document, including any exhibits, hereby
submitted for recording does contain personal information of a person or persons as required by
law. State specific law: (Enter Text Here)

Cheryl Eggert
Signature

Cheryl Eggert-Chief Deputy Clerk
Print Name & Title

WHEN RECORDED MAIL TO:

Carson City
885 E. Musser Street, suite 1032
Carson City, NV 89701

Summary: An ordinance approving a development agreement concerning the conveyance of approximately 2.91 acres of City-owned land and the development of an affordable housing project on that land, located within Assessor's Parcel Number 010-037-04.

BILL NO. 115

ORDINANCE NO. 2021-14

AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT BETWEEN CARSON CITY AND PALASEEK LLP, OIKOS DEVELOPMENT CORPORATION, AND SIERRA FLATS SENIOR LP CONCERNING THE CONVEYANCE OF APPROXIMATELY 2.91 ACRES OF CITY-OWNED LAND AND THE DEVELOPMENT OF AN AFFORDABLE HOUSING PROJECT ON THAT LAND, LOCATED WITHIN ASSESSOR'S PARCEL NUMBER ("APN") 010-037-04, AND OTHER MATTERS PROPERLY RELATED THERETO.

The Board of Supervisors of Carson City do ordain:

SECTION I:

WHEREAS, Carson City desires to enter into a development agreement with PalaSeek LLP, Oikos Development Corporation, and Sierra Flats Senior LP concerning the conveyance of approximately 2.91 acres of City-owned land and the development of an affordable housing project on that 2.91 acres, which is situated upon the westernmost end of Assessor's Parcel Number 010-037-04.

WHEREAS, the Carson City Board of Supervisors finds that the contents of the development agreement conform to the Carson City Municipal Code 17.08 and Nevada Revised Statutes 278.0203 and 244.287(5)-(6); and

WHEREAS, the Board finds that the provisions of the development agreement are consistent with the Carson City Master Plan.

NOW, THEREFORE, the Board hereby approves by ordinance the development agreement, attached and incorporated herein as Exhibit 1, between Carson City and PalaSeek LLP, Oikos Development Corporation, and Sierra Flats Senior LP concerning the conveyance of approximately 2.91 acres of City-owned land and the development of an affordable housing project on that land, which is situated upon the westernmost end of Assessor's Parcel Number 010-037-04.

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The Board further directs that the City Clerk shall cause a certified copy of this ordinance and original agreement to be filed with the Carson City Recorder.

PROPOSED on November 18, 2021 by Supervisor Stacey Giomi

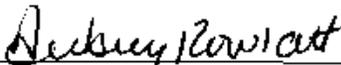
PASSED on December 16, 2021 by the following vote:

AYES: Supervisor Stacey Giomi
Supervisor Stan Jones
Supervisor Lisa Schuette
Mayor Lori Bagwell

NAYS: Supervisor Maurice White
ABSENT: None
ABSTAIN: None


LORI BAGWELL, Mayor
Carson City, Nevada

ATTEST:


AUBREY ROWLATT, Clerk-Recorder

This ordinance shall be in force and effect from and after the 5th day of the month of January of the year 2022.

APN 010-037-04

**RECORDING REQUESTED BY, AND
WHEN RECORDED, MAIL TO:**

Carson City Public Works Department
c/o Real Property Manager
3505 Butti Way
Carson City, NV 89701

The undersigned hereby affirms that this document, including any exhibits, submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030)

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into by and among PalaSeek LLP, a Nevada limited liability partnership ("PALASEEK"), Oikos Development Corporation, a Missouri nonprofit corporation and tax-exempt 501(c)(3) organization ("OIKOS"), Sierra Flats Senior, LP, a Nevada limited partnership ("SFS," together with PALASEEK and OIKOS, "DEVELOPER"), as developer of that certain project known as the 9% LOW-INCOME HOUSING TAX CREDIT DEVELOPMENT OF 3410 BUTTI WAY (APN 010-037-04) FOR AFFORDABLE/WORKFORCE HOUSING (the "SIERRA LOFTS 9% PROJECT"), and Carson City, a consolidated municipality of the State of Nevada ("CARSON CITY"). PALASEEK, SFS, OIKOS, and CARSON CITY may be individually referred to as a "Party" and collectively referred to as "Parties."

RECITALS

1. The land at issue in the Agreement (later defined herein as "9% PROPERTY") is described and shown in the legal description attached as Exhibit "A", and it is contained within 7.81 acres of land owned by CARSON CITY with Carson City Assessor's Parcel Number ("APN") 010-037-04.

2. CARSON CITY has made the western 6.31 acres of APN 010-037-04, more particularly shown in Exhibit "B," available for the development of affordable/workforce housing (the "AVAILABLE PROPERTY").
3. The easternmost 1.5-acre portion of APN 010-037-04 is not part of this Agreement, and will continue to be CARSON CITY's property.
4. Originally PALASEEK planned for a single apartment project named CARSON LOFTS to be built upon the AVAILABLE PROPERTY.
5. Since PALASEEK's original proposal, DEVELOPER has refined the development plan to include two apartment projects: the SIERRA LOFTS 9% PROJECT and a second project or phase, to be named later ("PHASE 2 PROJECT"), which will be rent restricted, and income restricted to take advantage of available low income housing tax credits.
6. The Agreement provides the terms upon which DEVELOPER will build the SIERRA LOFTS 9% PROJECT on the westernmost portion of the AVAILABLE PROPERTY, as shown in Exhibit "C" and as described and shown in the legal description attached as Exhibit "A" (the "9% PROPERTY").
7. The remainder of the AVAILABLE PROPERTY ("PHASE 2 PROPERTY") is not part of this Agreement but may be part of a future development agreement for the PHASE 2 PROJECT.
8. Therefore, this Agreement uses the following defined terms to describe portions of the approximately 7.81 acres of land owned by CARSON CITY at APN 010-037-04:
 - The AVAILABLE PROPERTY is the western 6.31 acres of APN 010-037-04, as shown in Exhibit "B". The Agreement divides the AVAILABLE PROPERTY into two categories: the 9% PROPERTY and the PHASE 2 PROPERTY.
 - The 9% PROPERTY is the westernmost portion of the AVAILABLE PROPERTY, as shown in Exhibit "A" and Exhibit "C".

- The PHASE 2 PROPERTY is the eastern portion of the AVAILABLE PROPERTY that is not included in the 9% PROPERTY, as shown in Exhibit "C"
9. On January 17, 2019, the Carson City Board of Supervisors directed staff to initiate due diligence to determine whether to convey the AVAILABLE PROPERTY under the provisions of NRS 244.287 for the development of affordable housing and to prepare a proposed Request for Proposals ("RFP") to be reviewed by the Carson City Board of Supervisors in order to seek proposals from qualified developers through a competitive process.
 10. On September 12, 2019, CARSON CITY released a RFP to invite qualified and experienced affordable housing and workforce housing development teams to submit proposals for the Development of the AVAILABLE PROPERTY.
 11. On December 5, 2019, the Carson City Board of Supervisors reviewed the submitted proposals and selected PALASEEK to develop the AVAILABLE PROPERTY. PALASEEK's proposal included one-hundred and sixty (160) mixed income affordable/workforce housing units. The Board of Supervisors directed CARSON CITY staff to work with PALASEEK to further develop the project proposal, begin the land entitlement process, conduct community outreach, and negotiate a Development Agreement.
 12. On June 26, 2020, Ordinance No. 2020-10, Bill No. 110, was recorded as Document No. 507505, effectuating a Zoning Map Amendment such that zoning for the AVAILABLE PROPERTY was changed from Public Regional (PR) to Multi-Family Apartment (MFA), which is incorporated herein by this reference. The easternmost 1.5-acre portion of APN 010-037-04 remains zoned as Public Regional (PR).
 13. On August 18, 2020, CARSON CITY and PALASEEK conducted a Major Project Review (MPR-2020-0023) of the preliminary development plans as required by CCMC 18.02.100.

14. On September 4, 2020, CARSON CITY provided PALASEEK with written Major Project Review Comments for MPR-2020-0023.
15. On March 2, 2021, CARSON CITY and PALASEEK conducted a Conceptual Map and Major Project Review (PM-2021-0049) of the preliminary development plans and proposed parcel map for PALASEEK's project. Once approved and completed, the proposed parcel map will sub-divide APN 010-037-04 into three separate parcels. The easternmost parcel (approximately 1.5 acres) created by the parcel map will be retained by CARSON CITY and will not be developed as part of the SIERRA LOFTS 9% PROJECT or the PHASE 2 PROJECT. The westernmost parcel created by the parcel map will be the 9% PROPERTY where the SIERRA LOFTS 9% PROJECT will be developed through this Agreement. The middle parcel created by that parcel map will be the PHASE 2 PROPERTY, which CARSON CITY may make available for the PHASE 2 PROJECT at a later time, through a separate development agreement.
16. On March 12, 2021, CARSON CITY provided PALASEEK with written Conceptual Map and Major Project Review Comments for PM-2021-0049.
17. On April 2, 2021, PALASEEK, together with OIKOS, caused SFS to be formed as a Nevada limited partnership by filing a certificate of limited partnership with the Secretary of State of the State of Nevada.
18. On April 15, 2021 CARSON CITY and PALASEEK entered into Exclusive Negotiating Rights Agreement providing that CARSON CITY would exclusively pursue a development agreement for affordable/workforce housing on the AVAILABLE PROPERTY with PALASEEK and its assigns through January 1, 2022.
19. SFS will be the owner of the SIERRA LOFTS 9% PROJECT, which will be built on the 9% PROPERTY.
20. PALASEEK and OIKOS have caused or will cause another entity to be formed that is intended to be the owner of the PHASE 2 PROJECT, which will be eligible to be built

on the PHASE 2 PROPERTY, upon approval of a later, separate development agreement by CARSON CITY.

21. The Parties believe that it is mutually beneficial to enter into this Agreement and each mutually desire that the SIERRA LOFTS 9% PROJECT be developed in accordance with this Agreement.
22. CARSON CITY, PALASEEK, OIKOS, and SFS desire to hereinafter have the provisions of this Development Agreement govern the development activities concerning the SIERRA LOFTS 9% PROJECT.

NOW THEREFORE, for good and valuable consideration, and the mutual covenants, conditions and promises herein contained, the Parties do agree as follows:

I.

PROJECT CHARACTERISTICS AND TENANCY REQUIREMENTS

This Agreement governs only the SIERRA LOFTS 9% PROJECT. References to the PHASE 2 PROJECT and PHASE 2 PROPERTY are intended only to provide context for the rights and obligations this Agreement creates in regard to the SIERRA LOFTS 9% PROJECT. Unless this Agreement expressly states otherwise, it creates no rights or obligations for any Party in regard to the PHASE 2 PROJECT and PHASE 2 PROPERTY.

The AVAILABLE PROPERTY encompasses 6.31 acres of real property, more or less, and is zoned Multi-Family Apartment (MFA). Although the PHASE 2 PROJECT is not yet finalized, based on the lot shape and the current plan, it is envisioned that the SIERRA LOFTS 9% PROJECT and PHASE 2 PROJECT will consist of four 3-story buildings with a total of one hundred and sixty (160) units of mixed income affordable/workforce housing available for rent to income-qualified individuals. Each building will have 40 units. One of the buildings will be reserved as senior housing for households age 55 years or older. The other buildings will be targeted to families. It is envisioned that sixty-three (63) of the total units will be 1-bedroom units (approximately 650 square feet in size), sixty-seven (67) of the total units will be 2-bedroom units (approximately 850 square feet in size), and up to thirty (30) units may be 3-bedroom units (approximately 1150 square feet in size).

The SIERRA LOFTS 9% PROJECT and PHASE 2 PROJECT are intended to primarily house seniors and families whose income does not exceed sixty percent (60%) of the median gross income (as determined by the Department of Housing and Urban Development "HUD" for Carson City), compared to other families residing in Carson City; however, sixteen (16) of the eighty (80) units making up the SIERRA LOFTS 9% PROJECT are not income restricted. The SIERRA LOFTS 9% PROJECT will provide a ten percent preference for veteran households. The SIERRA LOFTS 9% PROJECT will be financed through a mix of 9% Low Income Housing Tax Credits, HOME, National Housing Trust Funds, and/or other public sources and conventional sources. The specific funding mechanisms for the PHASE 2 PROJECT are not yet settled. The SIERRA LOFTS 9% PROJECT will receive a property tax exemption to contribute to the financial viability of the projects.

The SIERRA LOFTS 9% PROJECT will provide affordable housing units through income and rent targets at least as low as indicated in the two Area Median Income ("AMI") target tables below:

Sierra Flats Senior (40 units of senior housing) – Part of the SIERRA FLATS 9% PROJECT

Targeted Population	Unit Size	# of Units	Income Target	Rent Target
Senior	1-bedroom	11	50% AMI	30% AMI
Senior	1-bedroom	16	50% AMI	40% AMI
Senior	1-bedroom	5	50% AMI	50% AMI
Senior	2-bedroom	1	50% AMI	30% AMI
Senior	2-bedroom	1	50% AMI	40% AMI
Senior	2-bedroom	6	50% AMI	50% AMI

Sierra Flats Family One (40 units of family housing) – Part of the SIERRA FLATS 9% PROJECT

Targeted Population	Unit Size	# of Units	Income Target	Rent Target
Family	1-bedroom	4	50% AMI	30% AMI

Family	1-bedroom	10	50% AMI	40% AMI
Family	1-bedroom	4	50% AMI	50% AMI
Family	1-bedroom	10	Non-restricted	Non-restricted
Family	2-bedroom	2	50% AMI	40% AMI
Family	2-bedroom	4	50% AMI	50% AMI
Family	2-bedroom	6	Non-restricted	Non-restricted

The PHASE 2 PROJECT is anticipated to provide an additional eighty (80) units of family housing on the PHASE 2 PROPERTY, which would require a separate development agreement with CARSON CITY.

ii.

ADMINISTRATION OF THE PROJECT

The SIERRA LOFTS 9% PROJECT shall be developed in accordance with this Agreement, with the following characteristics and requirements:

2.1 PHASING. The SIERRA FLATS 9% PROJECT is the subject of this Agreement, it is expected to start in April 2022 with completion anticipated in July 2023, and it will be constructed on the 9% PROPERTY. The PHASE 2 PROJECT is not part of the Agreement and, if pursued, will be covered by a separate development agreement; however, DEVELOPER believes construction on the PHASE 2 PROJECT could start as early as July 2023 with completion anticipated in November of 2024. A Phasing Map showing the location of the SIERRA FLATS 9% PROJECT on the AVAILABLE PROPERTY, and the proposed location of the PHASE 2 PROJECT, if pursued, is attached hereto as Exhibit "C". The Parties agree that this Agreement must be fully executed prior to issuance of any construction permits for the SIERRA FLATS 9% PROJECT.

2.2 TERM OF AGREEMENT. This Agreement shall be effective upon the date that a fully executed original of this Agreement is recorded in the Carson City Clerk-Recorder's office ("Effective Date"). Pursuant to this Agreement, DEVELOPER agrees that the SIERRA FLATS 9% PROJECT must be diligently pursued. DEVELOPER further agrees that unless CARSON CITY agrees in writing

to some modification, the Agreement shall expire if DEVELOPER fails to:

- A. Commence construction of the SIERRA FLATS 9% PROJECT on the 9% PROPERTY on or before June 1, 2022.
- B. Secure a certificate of occupancy for the SIERRA FLATS 9% PROJECT on or before December 31, 2023.

If DEVELOPER timely commences and completes the SIERRA FLATS 9% PROJECT within the timeframes described in subparts A and B of Section 2.2, and the 9% PROPERTY is encumbered by a Declaration of Restrictive Covenants that is the same as or substantially similar to Exhibit "E" to the Agreement, then PALASEEK, SFS, and/or OIKOS may invoke subpart H of Section 2.3 of the Agreement and, if appropriate under subpart H of Section 2.3, CARSON CITY shall record a release and reconveyance for this Agreement.

2.3 LAND TRANSFER. Upon execution of the Agreement and completion of the parcel map described in Recital 15 above, CARSON CITY will convey the 9% PROPERTY to OIKOS, a tax-exempt organization under 26 U.S.C. § 501(c)(3) under NRS 244.287. That conveyance shall be accomplished through a Deed that is the same as or substantially similar to Exhibit "D", and that conveyance shall be restricted as follows:

- A. If, 5 years after the 9% PROPERTY is conveyed, one or more of OIKOS, SFS, or PALASEEK, or any of their lawful assignees, have not commenced construction of affordable housing, or entered into such contracts as are necessary to commence the construction of affordable housing, the 9% PROPERTY automatically reverts to CARSON CITY.
- B. If the Agreement expires under Section 2.2(A) or 2.2(B) because construction on the SIERRA FLATS 9% PROJECT did not commence on or before June 1, 2022 or because DEVELOPER failed to secure a certificate of occupancy for the SIERRA FLATS 9% PROJECT on or before December 31, 2023 (and CARSON CITY has granted no extension), CARSON CITY may declare a default consistent with NRS 278.0205, NRS 278.02053, and Section 3.2 of

this Agreement, and shall have the right to reenter and reclaim the 9% PROPERTY and/or exercise its rights under NRS 278.0205 or NRS 278.02053 to cancel this Agreement.

- C. In addition, the 9% PROPERTY shall be encumbered by a restrictive covenant requiring that the 9% PROPERTY be used for affordable housing as described in Section I of the Agreement until either (1) December 31, 2074, or (2) the passage of fifty-one (51) years from the date a certificate of occupancy is issued for the SIERRA FLATS 9% PROJECT, whichever occurs later ("AFFORDABILITY PERIOD"). Therefore, concurrent with conveyance of the 9% PROPERTY from CARSON CITY to OIKOS, a Declaration of Restrictive Covenants that is the same as or substantially similar to Exhibit "E" to the Agreement shall be recorded to encumber the 9% PROPERTY such that it may only be used for affordable housing that meets the requirements of this Agreement during the AFFORDABILITY PERIOD. Any remedies provided in this Agreement shall be in addition to any remedies CARSON CITY is entitled to for breach of the Declaration of Restrictive Covenants. The Parties shall not cause or allow the Declaration of Restrictive Covenants to be subordinate to any other interest in the 9% PROPERTY, except that CARSON CITY, through its Board of Supervisors, may subordinate the Agreement and/or Declaration of Restrictive Covenants through enactment, and subsequent recording, of a resolution finding that the requested subordination is in CARSON CITY's best interests and necessary to promote investment in the construction of the 9% PROJECT. Presently, DEVELOPER anticipates that its construction lender, permanent lender, the Nevada Housing Division, or some combination thereof may decline to participate in the SIERRA FLATS 9% PROJECT unless the Agreement and/or Declaration of Restrictive Covenants are subordinated to some other interest.

- D. As a condition precedent to CARSON CITY's obligation to convey the 9% PROPERTY to OIKOS, DEVELOPER will provide CARSON CITY with an updated Exhibit "F," which lists all entities with an interest in SFS, each such entity's share of ownership in SFS, and all entities making up DEVELOPER's team for the SIERRA FLATS 9% PROJECT. This condition precedent for an updated Exhibit "F" also allows CARSON CITY, at its sole option and discretion, to demand the following information from DEVELOPER about entities with an interest in SFS: (1) For owners that are natural people, CARSON CITY may demand that Exhibit "F" contains the individuals' full name and ownership interest; (2) For any owner that is an artificial entity and a general partner of or a constituent of the general partner of SFS, CARSON CITY may demand that Exhibit "F" disclose ownership interests until all ownership interest can be traced to an identifiable natural person.
- E. The DEVELOPER agrees to pay all title and other transfer costs associated with conveyance of the 9% PROPERTY.
- F. The DEVELOPER shall pay all taxes imposed, including future and back taxes and liens (if any).
- G. OIKOS may assign its interest in the 9% PROPERTY to SFS, provided such assignment is subject to the limitations, re-entry rights, encumbrances, disclosures, and other terms set forth in Section 2.3 of this Agreement.
- H. PALASEEK, SFS, and/or OIKOS may request, in writing, that CARSON CITY record a release and reconveyance for this Agreement, provided that (1) the Parties have fully executed and recorded a Declaration of Restrictive Covenants that is the same as or substantially similar to Exhibit "E" of the Agreement; (2) a certificate of occupancy for the SIERRA FLATS 9% PROJECT has been issued by CARSON CITY; and (3) the requesting Party provides CARSON CITY with a proposed release and reconveyance for the

Agreement which expressly states that the release and reconveyance does not apply to, or in any way impact, the aforementioned recorded Declaration of Restrictive Covenants. DEVELOPER may request that CARSON CITY record a release and reconveyance for the Agreement, and if the three prerequisites above are fulfilled, CARSON CITY shall record the requested document within thirty (30) days of receiving it from the requesting Party.

2.4 MUTUAL COOPERATION. CARSON CITY shall cooperate with DEVELOPER to obtain all necessary approvals, permits or to meet other requirements which are or may be necessary to implement the intent of this Agreement. Nothing contained in this paragraph, however, shall require CARSON CITY or its employees to function on behalf of DEVELOPERS nor shall this Agreement be construed as an implicit pre-approval of any further actions required by CARSON CITY.

Further, CARSON CITY may—through its Board of Supervisors, Development Engineering Division, Planning Division, or other City departments—require DEVELOPER to make improvements related to the SIERRA FLATS 9% PROJECT. Any such improvements shall be completed by DEVELOPER at its own expense and within the specified time, which must in all instances be at least before issuance of any certificate of occupancy for the SIERRA FLATS 9% PROJECT.

2.5 CONSTRUCTION. All construction will be performed by a general contractor (or a hired sub-contractor) possessing the appropriate licensure in the State of Nevada. Any contractors, or sub-contractors, employed during the project shall be in good standing with the Nevada State Contractor's Board, or other appropriate licensing authority. Additionally, all contractors or sub-contractors performing work in Carson City must have or obtain a Carson City business license if required by the CCMC.

2.6 FUNDING. SFS, and its agents, shall at all times be in good standing with all applicable federal funding entities. Should any concerns arise during the project, SFS shall immediately make corrective actions to comply with the requesting funding entity.

2.7 **TIMELINESS.** Time is of the essence for this Agreement. DEVELOPER shall timely and diligently cause construction of the SIERRA FLATS 9% PROJECT. If certificates of occupancy for the SIERRA FLATS 9% PROJECT are not completed by the date specified in Section 2.2(B), then CARSON CITY shall have the right to the remedies set forth in this Agreement or the Declaration of Restrictive Covenants, or both. Any costs incurred by DEVELOPER, such as title transfer costs, will not be reimbursed by CARSON CITY if its right to reenter and reclaim the 9% PROPERTY is triggered.

III.

DEFAULTS, REMEDIES, TERMINATION

3.1 **GENERAL PROVISIONS.** Failure or unreasonable delay in performing any term or provision of this Agreement shall constitute a default.

3.2 **NOTICE OF DEFAULT OR BREACH & CURE PERIOD.** Unless NRS 278.0205 and NRS 278.02053 apply, in the event of alleged default or breach of any terms or conditions of this Agreement, the Party alleging such default or breach shall give the other Party not less than thirty (30) days' notice in writing, specifying the nature of the alleged default and the manner in which said default may be satisfactorily cured. During any such thirty (30) day period, the Party charged shall not be considered in default for purposes of termination, or institution of legal proceedings, or issuances of any building or improvement permit. The Parties may mutually agree, in writing, to provide more than thirty (30) days to the Party allegedly in default to cure that alleged default or breach ("CURE PERIOD"). Any lender or partner or member of DEVELOPER may, but shall not be obligated to, cure any alleged default. No default by DEVELOPER under this Agreement shall constitute a default under any subsequent agreement by CARSON CITY regarding the PHASE 2 PROJECT. The Parties covenant and agree that the SIERRA FLATS 9% PROJECT and PHASE 2 PROJECT shall be considered separate projects with separate owners and no cross default shall ensue, provided the non-defaulted project remains in compliance with its development agreement.

After notice of default or breach and expiration of the CURE PERIOD, the non-defaulting Party to this Agreement, at its option, may pursue any remedies permitted by the Agreement, Deed,

Declaration of Restrictive Covenant, or any other lawful remedy, including proceedings to terminate or amend this Agreement.

If CARSON CITY elects to terminate or amend this Agreement after PALASEEK, OIKOS, SFS, a lawful assignee or agent of any such Party, or some combination thereof has failed to timely cure any breach or default under this Agreement, such termination or amendment shall conform with NRS 278.0205 and NRS 278.02053, including the notice and public hearing requirements set forth in those statutes.

In the event CARSON CITY does not accept, review, approve or issue necessary permits for use in a timely fashion, or as otherwise agreed by the Parties, CARSON CITY agrees that DEVELOPER shall not be obligated to proceed with or complete the SIERRA FLATS 9% PROJECT, nor shall resulting delays in DEVELOPER performance constitute grounds for default, termination, or cancellation of this Agreement.

3.3 FORCE MAJEURE. In addition to specific provisions of this Agreement, performance by any Party hereunder shall not be deemed to be in default where delays or defaults are due to war, insurrection, strikes, walk-outs, riots, floods, earthquakes, avalanches, inclement weather, fires, casualties, acts of God, pandemics or epidemics, governmental restrictions imposed or mandated by other governmental entities, not parties to this Agreement, enactment of conflicting state or federal laws or regulations, new or supplementary environmental regulation, litigation, or similar bases for excused performance.

If written notice of such delay is given by one Party to the other Party within thirty (30) days of the commencement of such delay, an extension of time for such cause shall be granted in writing for the period of the enforced delay, as may be mutually agreed upon.

3.4 LIMITATIONS ON LIABILITY. CARSON CITY does not waive, and intends to assert, any and all immunity defenses available under NRS chapter 41, in all cases.

In addition to any other rights or remedies, any Party may institute legal action to cure, correct or remedy any default, to enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation; nevertheless, in no event will CARSON CITY be liable to any Party for damages

(actual, incidental, or otherwise) as a result of its failure to review or approve permits and entitlements in a timely manner.

3.5 WAIVER OF RIGHTS. No waiver of any right or remedy shall be effective unless in writing. A waiver of any right or a Party's failure to insist on strict compliance with the terms of this Agreement shall not operate as a waiver of any other right or remedy.

IV.

MISCELLANEOUS

4.1 CONFLICTS WITH THIS AGREEMENT. Should any provision of this Agreement be deemed to be in conflict with any exhibit or attachment to this Agreement, or the RFP, PALASEEK's proposal, or the Exclusive Negotiating Rights Agreement, then the terms in this Agreement shall prevail. In the event a conflict exists between the rights and obligations set forth in the Agreement and the fully executed and recorded Declaration of Restrictive Covenants, the conflicting provisions must be interpreted harmoniously to give the fullest effect possible to both provisions. If no such harmonious interpretation is possible, the interpretation which better protects CARSON CITY's interest in seeing the 9% PROPERTY used for affordable housing during the full AFFORDABILITY PERIOD shall govern.

4.2 CARSON CITY CODE. The SIERRA FLATS 9% PROJECT shall be built and maintained in accordance with all ordinances adopted by CARSON CITY, applied on a uniform basis to all development projects in CARSON CITY, including, but not limited to Chapter 17.08 of the CCMC.

4.3 APPLICABLE LAW AND ATTORNEYS' FEES. This Agreement shall be construed and enforced in accordance with the laws of the State of Nevada. The Parties consent to the jurisdiction of, and agree that disputes will be resolved by, the courts of the First Judicial District Court of the State of Nevada in Carson City. Should any legal action be brought by a Party against another Party relating to this Agreement, the 9% PROPERTY, or the SIERRA FLATS 9% PROJECT, that legal action will be brought pursuant to the choice of law and choice of forum provisions provided in this Section. The prevailing party of such action shall be entitled to reasonable attorney's fees, court costs, and such other costs as may be fixed by the court; however, in the event that a Party is awarded

attorneys' fees, the Parties agree the reasonable rate for such attorneys' fees shall not exceed \$125 per hour.

4.4 SUCCESSORS AND ASSIGNS. The Parties hereto agree that the terms and conditions of this Agreement shall bind and inure to the benefits of the Parties' successors and assigns. No Party may assign, transfer, or delegate any rights, obligations, or duties under this Agreement without the prior written consent of the other Parties. CARSON CITY's consent may be given only by the Carson City Board of Supervisors.

4.5 ENTIRE AGREEMENT. This Agreement, together with any Exhibits, constitutes the entire understanding between the Parties with respect to the subject matter hereof, and supersedes all other agreements, written or oral, between the Parties with respect to such subject matter. The Parties understand and intend that, subsequent to this Agreement, the Parties will execute and record a Declaration of Restrictive Covenants that will be the same or substantially similar to Exhibit "E" of this Agreement. The Agreement does not supersede the fully executed and recorded Declaration of Restrictive Covenants, and the Agreement and Declaration of Restrictive Covenants must be construed in accordance with Section 4.1 of the Agreement.

4.6 HOLD HARMLESS AND INDEMNIFICATION.

4.6.1 To the extent permitted by law, including, but not limited to, the provisions of NRS Chapter 41, each Party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other Party (including the Parties' agents, employees, representatives, appointed boards, commissions, and officers) from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of the indemnity which would otherwise exist as to any party or person described in this Section. However, in no event shall CARSON CITY indemnify DEVELOPER or hold it harmless in a dispute arising under a sub-contract for the SIERRA FLATS 9% PROJECT.

4.6.2 Except as otherwise provided in Subsection 4.6.4 below, the indemnifying party shall not be obligated to provide a legal defense to the indemnified party, nor reimburse the indemnified party for the same, for any period occurring before the indemnified party provides written notice of the pending claim(s) or cause(s) of action to the indemnifying party, along with:

4.6.2.1 a written request for a legal defense for such pending claim(s) or cause(s) of action; and

4.6.2.2 a detailed explanation of the basis upon which the indemnified party believes that the claim or cause of action asserted against the indemnified party implicates the culpable conduct of the indemnifying party, its officers, employees, and/or agents.

4.6.3 After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall not be obligated to fund or reimburse any fees or costs provided by any additional counsel for the indemnified party, including counsel through which the indemnified party might voluntarily choose to participate in its defense of the same matter.

4.6.4 After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall be obligated to reimburse the reasonable attorneys' fees and costs incurred by the indemnified party during the initial thirty (30) day period of the claim or cause of action, if any, incurred by separate counsel.

4.7 PROJECT AS PRIVATE UNDERTAKING. It is specifically understood and agreed by and between the Parties hereto that the SIERRA FLATS 9% PROJECT is a private development and no partnership, joint venture or other association of any kind is formed, except as defined by this Agreement.

4.8 FURTHER ASSURANCES. In the event of any legal action instituted by any third party or other government entity or official challenging this Agreement, CARSON CITY and DEVELOPER shall cooperate and use their best efforts in defending any such action.

4.9 MODIFICATION. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement is binding upon the Parties unless the same is in writing, signed by the Parties, and approved by the Carson City Board of Supervisors.

4.10 COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be deemed to be an original but all of which, taken together, shall constitute one and the same Agreement.

4.11 SEVERABILITY. If any provision contained in this Agreement is held to be unenforceable by a court of law or equity, this Agreement will be construed as if the provision did not exist, the provisions will not be construed to render any other provision or provisions of this Agreement unenforceable, and the remaining terms of this Agreement will continue in full force and effect.

4.12 PUBLIC RECORDS REQUESTS MADE TO CITY. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. CARSON CITY will have the duty to disclose particular information or documents unless they are made confidential by law or a common law balancing of interest.

4.13 EFFECTIVE DATE. This Agreement is effective on the 20th day of December 2021.

EXHIBITS:

- A. Legal Description for 9% PROPERTY
- B. Vicinity Map for AVAILABLE PROPERTY
- C. Phasing Map for AVAILABLE PROPERTY
- D. Deed for 9% PROPERTY
- E. Declaration of Restrictive Covenant for 9% PROPERTY
- F. Development Team Organization Chart

[Counterpart Signature Pages Follow]

DEVELOPER – PALASEEK

PALASEEK:

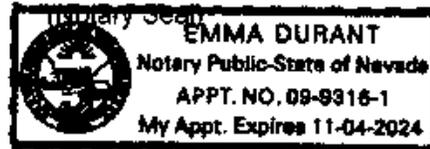
PALASEEK LLP, a
Nevada limited liability partnership

By: Michael A. Schneider, MANAGING PARTNER
Michael A. Schneider, Managing Partner

STATE OF NEVADA)
COUNTY OF Clark) ss.

This instrument was acknowledged before me on 12/20, 2021 by Michael Schneider as
Managing Partner of PalaSeek LLP.

Notary Signature: EMMA DURANT



DEVELOPER – SFS & OIKOS

SFS:

SIERRA FLATS SENIOR, LP, a Nevada limited partnership

By: Sierra Flats Senior LLC, a Nevada limited liability company, its General Partner

By: Oikos Development Corporation, a Missouri nonprofit corporation, its Manager

By: 
Michael Snodgrass, Executive Director

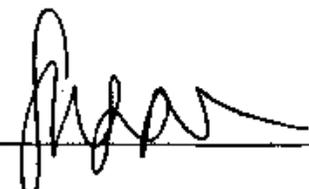
OIKOS:

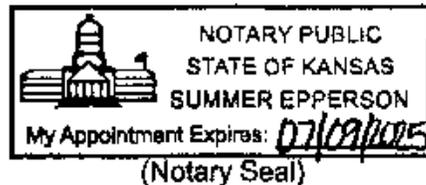
OIKOS DEVELOPMENT CORPORATION, a Missouri nonprofit corporation

By: 
Michael Snodgrass, Executive Director

STATE OF KANSAS)
COUNTY OF JOHNSON) ss.

On Dec. 17th, 2021, Michael Snodgrass personally appeared before me, the undersigned Notary Public, and proved to me with satisfactory evidence that he is the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same voluntarily in his authorized capacities, and that by his signature on the instrument, the entities upon behalf of which he acts have executed the instrument.

Notary Signature: 



CARSON CITY

APPROVED:

CARSON CITY, a consolidated municipality

By: Lori Bagwell
Lori Bagwell, Mayor

APPROVED AS TO FORM:

Carson City District Attorney

By: [Signature]

Date: 12/17/21

ATTEST:

Carson City Clerk-Recorder

By: Aubrey Rowlett
Aubrey Rowlett

Date: 12-20-21

EXHIBIT A
LEGAL DESCRIPTION FOR 9% PROPERTY

EXHIBIT A
DESCRIPTION OF SIERRA FLATS - PHASE 1

A portion of Parcel 1 shown on that Record of Survey supporting a Boundary Line Adjustment for Carson City, recorded as File No. 278817 on May 30, 2002, in Book 9, Page 2454 (Map No. 2454), in the Carson City Recorder's Office, Carson City, Nevada, situate within the Southwest 1/4 of the Northwest 1/4 of Section 15, Township 15 North, Range 20 East, Mount Diablo Base & Meridian, more particularly described as follows:

BEGINNING at the Northwest corner of said Parcel 1, described as the N1/16 Cor Sec 15-16, as shown on said Record of Survey point on the southerly line of said Parcel 1;

THENCE, leaving the **POINT OF BEGINNING**, and along the North line of said Parcel 1, departing said line, South 88°59'25" East, 410.00 feet;

THENCE, leaving said North line South 00°38'21" West, 189.75 feet, to the northerly right-of-way line of Butti Way, as described in Document Number 276885 as file in the Official Records of Carson City, Nevada on April 19, 2002, to the beginning of a non-tangent curve to the left from which the radius point bears South 21°45'16" East;

THENCE, southwesterly, along the northerly right-of-way line of said Butti Way, 33.93 feet along the arc of a curve having a radius of 426.66 feet and through a central angle of 04°33'25";

THENCE, continuing along said northerly right-of-way line, South 63°41'20" West, 50.52 feet;

THENCE, continuing along said northerly right-of-way line South 55°11'12" West, 187.18 feet;

THENCE, continuing along said northerly right-of-way line South 50°08'29" West, 81.25 feet, to the easterly right-of-way line of Airport Road;

THENCE, along the easterly right-of-way line of Airport Road, North 67°54'48" West, 134.59 feet to the beginning of a tangent curve to the right;

THENCE, continuing along the easterly right-of-way line of Airport Road, 65.14 feet along the arc of a curve having a radius of 370.00 feet and through a central angle of 10°05'06", to the most westerly corner of the above-mentioned Parcel 1;

THENCE, leaving the easterly right-of-way line of said Airport Road, and along the westerly line of said Parcel 1, North 79°28'19" East, 64.85 feet;

THENCE, continuing along the westerly line of said Parcel 1, North 00°38'21" East, 300.00 feet, **POINT OF BEGINNING**.

Containing 2.91 Acres, more or less.

See Exhibit "A-1" attached hereto and made a part hereof

Basis of Bearings: South 10°30'31" East between Carson City Control Monuments CC013 and CC087 shown on Record of Survey Map number 2749 recorded August 11, 2010 in the Official Records of Carson City, Nevada, as File Number 403425.

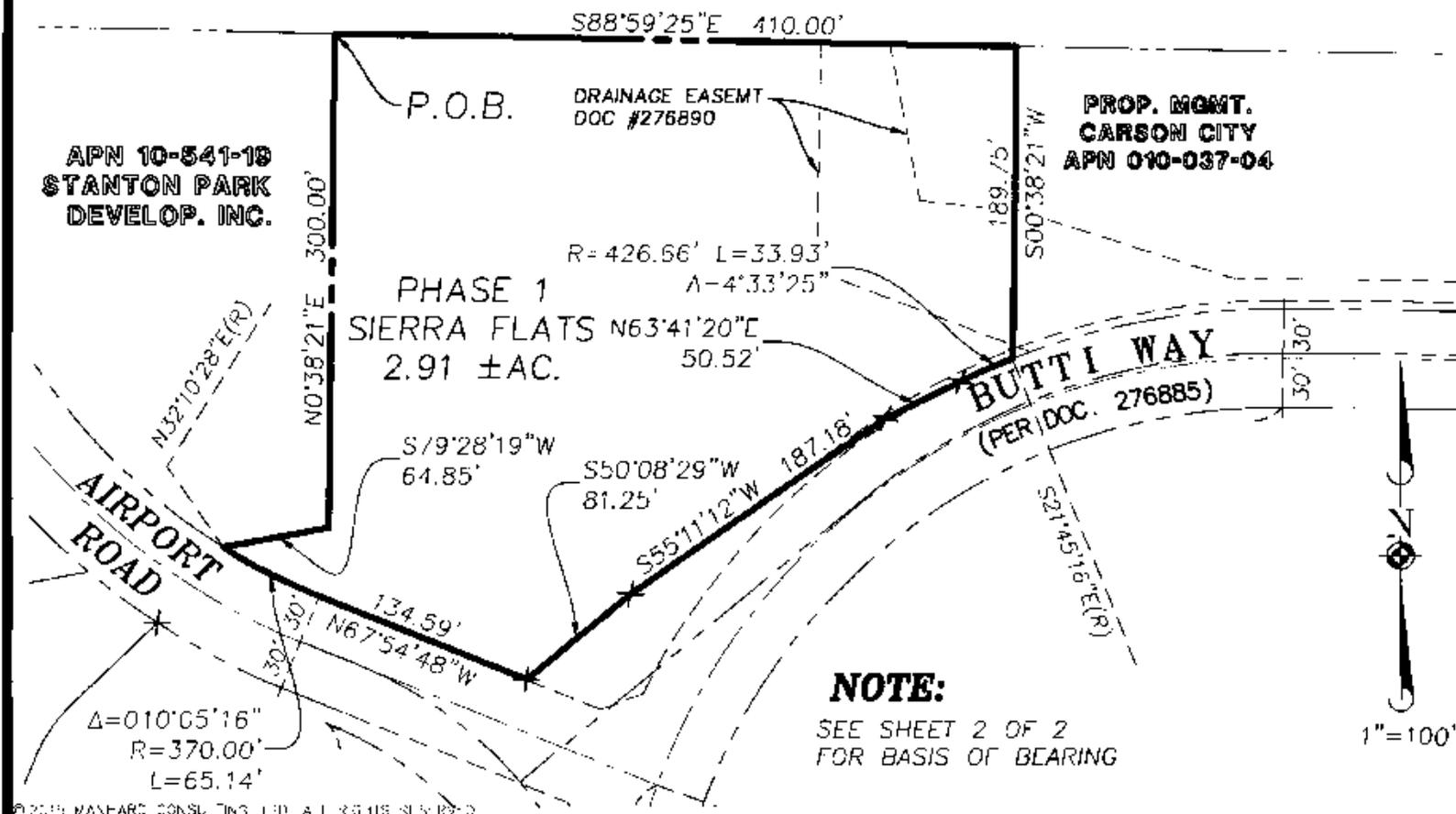
Surveyor's Certificate: I hereby certify that the attached description was prepared by me or under my direct supervision and is accurate to the best of my knowledge and belief.

Lee H. Smithson
Nevada PLS 5097
For and on behalf of

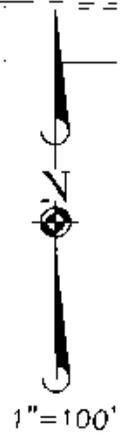
 **Manhard**
CONSULTING
241 Ridge Street, Suite 400
Reno, Nevada 89501
(775) 321-6525



EXHIBIT A-1



NOTE:
SEE SHEET 2 OF 2
FOR BASIS OF BEARING



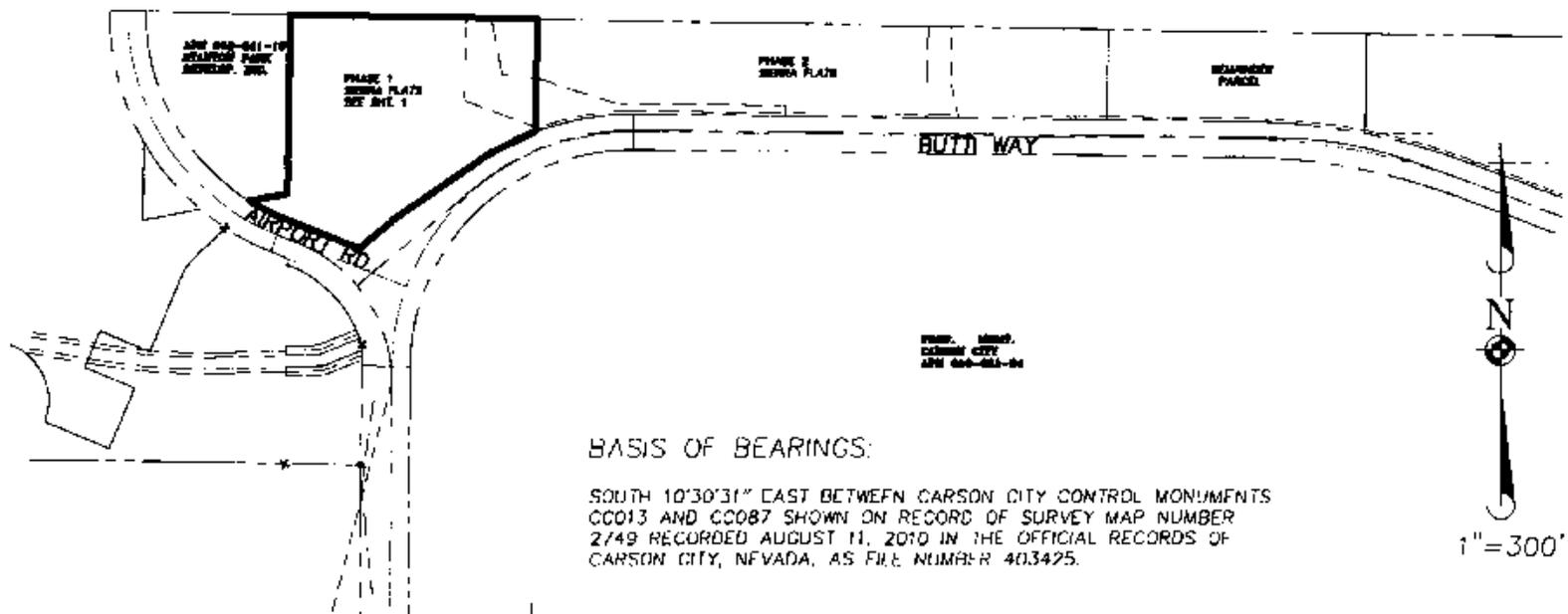
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Manhard
CONSULTING

241 Ridge Street, Suite 400, Reno, NV 89501 ph: 775.748.3500 fx: 775.746.3520 manhard.com
Civil Engineers | Surveyors | Water Resource Engineers | Water & Waste Water Engineers
Construction Managers | Environmental Scientists | Landscape Architects | Planners

SIERRA FLATS	
CARSON CITY, NEVADA	
TO ACCOMPANY LEGAL DESCRIPTION	
PROJ. MGR.: <u>LHS</u>	PROJECT CODE CAACCNV01
DRAWN BY:	SHEET 1
DATE: <u>NOV. 2021</u>	OF 2
SCALE: <u>1" = 100'</u>	

EXHIBIT A-1



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Manhard
CONSULTING

241 Ridge Street, Suite 400 Reno, NV 89501 ph 775.748.3500 fx 775.748.3520 manhard.com
Civil Engineers | Surveyors | Water Resource Engineers | Water & Waste Water Engineers
Construction Managers | Environmental Scientists | Landscape Architects | Planners

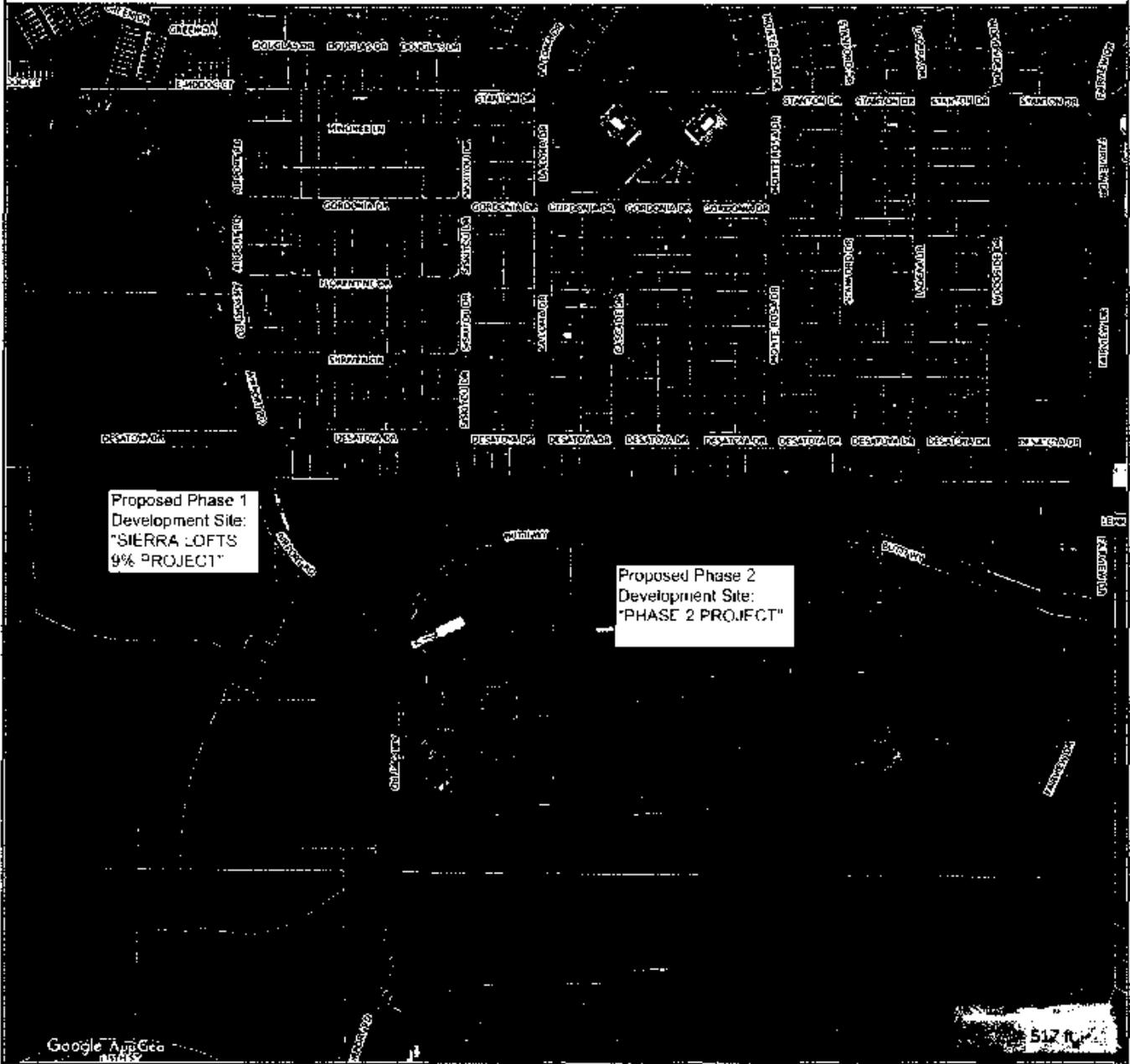
SIERRA FLATS - A.P.N. 010-037-04	
CARSON CITY, NEVADA	
TO ACCOMPANY LEGAL DESCRIPTION	
PROJ. MGR.: <u>LHS</u>	PROJECT CODE 010AC03704
DRAWN BY: _____	SHEET 2
DATE: <u>NOV. 2021</u>	OF 2
SCALE: <u>1" = 300'</u>	

EXHIBIT B
VICINITY MAP FOR AVAILABLE PROPERTY

EXHIBIT C

**PHASING MAP FOR AVAILABLE PROPERTY
(9% PROJECT & PROPERTY – PHASE 2 PROJECT & PROPERTY)**

EXHIBIT C - PHASING MAP FOR AVAILABLE PROPERTY (9% PROJECT & PROPERTY - PHASE 2 PROJECT & PROPERTY)



Property Information	
Property ID	01003/04
Location	3410 BUTTE WY
Owner	PROPERTY MANAGEMENT, CARSON CITY
Acres	7.81


 MAP FOR REFERENCE ONLY
 NOT A LEGAL DOCUMENT
 Carson City, NV makes no claims and no warranties, expressed or implied, concerning the validity or accuracy of the GIS data presented on this map.
 Geometry updated 11/17/2018
 Data updated 11/17/2018



EXHIBIT D
DEED FOR 9% PROPERTY

APN [TBD]

AFTER RECORDING RETURN TO:

Attention: Michael Snodgrass
Oikos Development Corporation
1712 Main Street, Ste. 206
Kansas City, MO 64108

QUITCLAIM DEED

THIS DEED, made this ____ day of _____, _____, by and between CARSON CITY, NEVADA, a CONSOLIDATED MUNICIPALITY, hereinafter called GRANTOR and OIKOS DEVELOPMENT CORPORATION, a Missouri nonprofit corporation and I.R.S. tax-exempt 501(c)(3) organization, hereinafter called GRANTEE,

WITNESSETH:

That said GRANTOR, pursuant to Resolution _____-R-_____ (Exhibit B) and NRS 244.287, for good and valuable consideration, the receipt whereof is hereby acknowledged, and acting in accordance with the provisions of NRS 244.287, does hereby remise, release and forever quitclaim unto the said GRANTEE all of the right, title and fee interest of said GRANTOR in and to that certain real property located at 3410 Butti Way, Carson City, Nevada (APN [TBD]) as shown on Exhibit A & A-1 ("PROPERTY").

SUBJECT TO:

- (1) Section 2.3(A) of the Development Agreement with GRANTOR (Exhibit C) and NRS 244.287(8) requiring the PROPERTY to automatically revert to GRANTOR if within 5 years after this conveyance GRANTEE or its lawful agents, partners, successors, or assignees have not commenced construction of affordable housing, or entered into such contracts as are necessary to commence the construction of affordable housing.
- (2) Section 2.3(B) of the Development Agreement with GRANTOR (Exhibit C) permitting GRANTOR to exercise a right to reenter and terminate GRANTEE's estate in the PROPERTY if (absent an extension from GRANTOR) construction on an affordable housing project has not commenced on the PROPERTY on or before June 1, 2022.
- (3) Section 2.3(B) of the Development Agreement with GRANTOR (Exhibit C) permitting GRANTOR to exercise a right to reenter and terminate GRANTEE's estate in the PROPERTY if (absent an extension from GRANTOR) construction on an affordable housing project has not been completed on the PROPERTY on or before December 31, 2023.
- (4) The Declaration of Restrictive Covenants attached as Exhibit D.

IN WITNESS WHEREOF said GRANTOR has hereunto signed on the day and year first above written.

LORI BAGWELL, Mayor

STATE OF NEVADA)
CARSON CITY)

This instrument was acknowledged before me on this _____ day of _____, _____
by _____.

Notary Public

APPROVED AS TO FORM:
Carson City District Attorney

By: _____

Date: _____

EXHIBIT E

DECLARATION OF RESTRICTIVE COVENANTS FOR 9% PROPERTY

APN [TBD]

Mail Tax Statements To:

Oikos Development Corporation
1712 Main Street, Ste. 206
Kansas City, MO 64108
Attention: Michael Snodgrass

Recording requested by:

Carson City
Public Works Department
3505 Butti Way
Carson City, NV 89701

Notice: Per NRS 239B.030, this document does not contain personal information as defined in NRS 603A.040

DECLARATION OF RESTRICTIVE COVENANTS
(Sierra Flats 9% Project)

TABLE 1

<i>Project</i>	Sierra Flats 9% Project, which is an affordable housing project to place improvements on the Land more fully described in the Development Agreement.
<i>Developer</i>	Sierra Flats Senior LP Attn: Michael Snodgrass 1712 Main Street, Suite 206 Kansas City, MO 64108
<i>Grantee</i>	Oikos Development Corporation Attn: Michael Snodgrass 1712 Main Street, Ste. 206 Kansas City, MO 64108

<i>Authorized Representative for Developer & Grantee</i>	Michael Snodgrass 1712 Main Street, Suite 206 Kansas City, MO 64108			
<i>City</i>	Carson City, a consolidated municipality and political subdivision of the State of Nevada City Manager's Office Attn: City Manager 201 North Carson Street, Suite 2 Carson City, Nevada 89701 AND Carson City Public Works Department Attn: Real Property Manager 3505 Butti Way Carson City, NV 89701			
<i>Authorized Representative for City</i>	City Manager 201 North Carson Street, Suite 2 Carson City, Nevada 89701			
<i>Land (Ex. A, A-1)</i>	All that land located in Carson City, State of Nevada, more particularly described as the westernmost 2.91 acres of APN 010-037-04, as shown and described in the attached Exhibit A and A-1			
<i>Affordability Period (§2.01)</i>	Until December 31, 2074, or the passage of fifty-one (51) years from the date a certificate of occupancy is issued for the Project, whichever occurs later.			
<i>Rent Restricted Units (§2.02)</i>	Targeted Population: Senior			
	# Units	# Bedrooms	Tenant Eligibility (AMI Limit)	AMI for Maximum Rent Calculation
	11	1	50% AMI	30% AMI
	16	1	50% AMI	40% AMI

	5	1	50% AMI	50% AMI
	1	2	50% AMI	30% AMI
	1	2	50% AMI	40% AMI
	6	2	50% AMI	50% AMI
Targeted Population: Family				
	# Units	# Bedrooms	Tenant Eligibility (AMI Limit)	AMI for Maximum Rent Calculation
	4	1	50% AMI	30% AMI
	10	1	50% AMI	40% AMI
	4	1	50% AMI	50% AMI
	10	1	Non-restricted	Non-restricted
	2	2	50% AMI	40% AMI
	4	2	50% AMI	50% AMI
	6	2	Non-restricted	Non-restricted

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RECITAL

Developer, Grantee, and PalaSeck LLP entered into a Development Agreement with the City, where City agreed to transfer the Land upon which the Project will be built, which is fully described and mapped at Exhibit A & A-1, to Grantee for the purpose of constructing the above named affordable housing Project with Developer. In connection with the transfer of the Land, the City and NRS 244.287 require that the Land, including the Project to be built upon the Land, be rent restricted for the Affordability Period. In consideration of the transfer of the Land from the City, Grantee, for itself and its assignees and successors in interest, hereby covenants and agrees that the Land shall be encumbered during the Affordability Period stated above by these covenants, and the City, Grantee, Developer, and PalaSeck LLP specifically intend that these covenants shall run with the Land and be binding on all Owners and Occupiers of the Land during the Affordability Period.

DEFINITIONS

“**Affordability Period**” has the same meaning set forth at Table 1.

“**Authorized Representative**” means: (1) Michael Snodgrass when the term is used in reference to Grantee, Developer, Owner, and/or Occupier, unless some other individual is subsequently identified in a written notice to the City by the chief executive of such entity’s assign or successor; and (2) the City Manager when used in reference to the City.

“**City**” means Carson City, Nevada, a consolidated municipality and political subdivision of the State of Nevada.

“**Developer**” means Sierra Flats Senior L.P, a Nevada Limited Partnership.

“**Development Agreement**” means the Development Agreement executed by the City, Grantee, Developer, and PalaSeck LLP and enacted as an ordinance whereunder, subject to certain restrictions, the City commits to transfer and convey the Land to Grantee for Developer and Grantee to complete the Project, which is an affordable housing project. The executed and recorded Development Agreement is attached as Exhibit B.

“**Grantee**” means Oikos Development Corporation, a Missouri nonprofit corporation authorized to do business in Nevada, and exempt from federal taxation as an I.R.S. tax-exempt 501(c)(3) organization.

“**Land**” has the same meaning set forth at Table 1.

“**Occupier**” or “**Occupiers**” means the entity or entities that own the Project on the Land. Occupier does not include Qualified Renters or any other residential tenant of the completed Project.

“**Owner**” or “**Owners**” means the entity or entities that own the interest in the Land conveyed by the City to Oikos through the Development Agreement. At the time of the Development Agreement and this Declaration Owner is Oikos.

“**Party**” means City, Owner, or Occupier, individually.

“**Parties**” means City, Owner, and Occupier, collectively.

“**Project**” has the same meaning set forth at Table 1.

“**Qualified Renters**” means a person or persons constituting a household who have a combined annual income that does not exceed the Area Median Income (“AMI”) percentages for Rent Restricted Units in Table 1, with AMI determined by the U.S. Department of Housing and Urban

Development (“IIUD”) and, adjusted for family size at the time of the lease of the unit, who otherwise meet the requirements for eligibility set forth in the Declaration. HUD rules, regulations, and guidance will be used to determine whether and individual is considered part of a household for the purposes of determining annual income.

“**Rent Restricted Units**” means the 80 units shown in Table 1.

Art. 1 COVENANT RUNNING WITH THE LAND; TERM OF DECLARATION; NO SUBORDINATION WITHOUT CONSENT OF CITY

§1.01 *Covenant Running with the Land.*

CITY AND GRANTEE HEREBY DECLARE that the Land is and shall be held, conveyed, encumbered, leased, used, occupied, improved, and otherwise affected in any manner, subject to the provisions contained in this Declaration as a restrictive covenant, which shall burden the Owner and Occupier, as well as their respective successors and assigns, and all persons hereafter acquiring or owning any interest in the Project or Land, however such interest may be acquired.

§1.02 *Term of Declaration.*

All provisions in this Declaration shall remain in force and effect for the duration of the Affordability Period. Upon the expiration of the Affordability Period, City shall prepare and record a notice of termination of this Declaration.

§1.03 *No Subordination without City Consent.*

This Declaration shall not be subject to subordination without approval by the City's Board of Supervisors. Developer and Grantee anticipate that the construction lender and permanent lender will require subordinations of this Declaration to their deeds of trust. Developer anticipates that it will enter into a declaration of restrictive covenants in connection with the low income housing tax credit program and another declaration of restrictive covenants in connection with the HOME Investment Partnerships Program. These additional declarations of restrictive covenants will impose income and rent restrictions on the Project, and the Nevada Housing Division might require that this Declaration be subordinated to one or more of the aforementioned declarations of restrictive covenants.

The City's Board of Supervisors may subordinate this Declaration (1) upon finding that the requested subordination is in the City's best interests and necessary to promote investment in the construction of the Project, (2) enacting a resolution memorializing those findings, and (3) recording that resolution with the Carson City Recorder's Office.

Art. 2 AFFORDABILITY REQUIREMENTS

§2.01 *Affordability Period.*

a. Affordability Period. It is agreed that the Affordability Period for this Project and the Land under this Declaration is as stated above in Table 1. This period may be amended by agreement of the Parties *provided however* that (1) any reduction must be consistent with NRS 244.287 and approved by City's Board of Supervisors in its sole and absolute discretion for good cause shown and based on a determination that a reduction is in the best interests of the public, and (2) except as described by § 6.03, any extension in this period must be approved by Owner (or its successor or assign) in its sole and absolute discretion and without any obligation to do so.

§2.02 *Income and Rent Restrictions; Units Selected on Floating Basis.*

a. During the Affordability Period, Rent Restricted Units shall be set aside and rented to Qualified Renters with the income limits stated in Table 1. The Rent Restricted Units to be occupied by Qualified Renters may be selected on a floating basis so long as the total number of Rent Restricted Units is continuously maintained.

b. The maximum rents that can be charged on Rent Restricted Units shall be calculated using the AMI for Maximum Rent Calculation in Table 1, subject to §§ 2.02(c), 2.03.

c. If HUD requires a utility allowance for the Project, that utility allowance shall be provided to Qualified Renters in Rent Restricted Units throughout the entire Affordability Period. Utility allowances will be deducted from the maximum rents permitted for Qualified Renters in Rent Restricted Units. Utility allowances will be calculated for the full duration of the Affordability Period using HUD rules, regulations, and guidance.

§2.03 *Rent Calculations and Adjustments.*

a. Annual Updates of Utility Allowances. Owner and Occupier shall be jointly and severally responsible for updating the maximum allowance for utilities annually (if applicable), using the HUD Utility Schedule or otherwise determining the utility allowance for the Project based on the type of utilities based on HUD rules, regulations, and guidance.

b. Annual Approval of Rent Schedules. Owner and Occupier shall be jointly and severally responsible for submitting rent schedules for the Rent Restricted Units annually to the City. The rent schedules must provide the formula used for calculating rent schedules and an explanation of all data incorporated into the formula when performing the calculations to produce the rent schedules.

c. Subsequent Rents During the Affordability Period.

1. The maximum rent limits shall be annually recalculated to incorporate material changes to HUD's determinations on area fair market rents and AMI.

2. Owner and Occupier shall be jointly and severally responsible for providing the City with HUD maximum rent adjustments as they are announced.

d. Maximum Rent Formula. The maximum rents charged shall not exceed those permitted by the following formula:

$[(\text{Table 1 AMI for Maximum Rent Calculation} / 12 \times 30\%) - \text{utility allowance}] = \text{Maximum Rent}$

e. Rent Increases. Maximum rent increases with respect to the Rent Restricted Units must be approved by the City whenever the proposed rent increase would be in excess of ten percent (10%). Owner and Occupier shall be jointly and severally responsible for providing a minimum of sixty (60) days written notice to impacted tenants and City of an increase in rent with respect to the Rent Restricted Units.

Art. 3 TENANT SELECTION AND PROTECTIONS

§3.01 *Tenant Selection.*

a. Affirmative Marketing; Nondiscrimination. Owner and Occupier shall be jointly and severally responsible for adopting and following written tenant selection policies in accordance with U.S. and Nevada anti-discrimination laws, including but not limited to the Fair Housing Act and NRS 118.010–120.

§3.02 *Tenant Leases; Termination of Tenancy.*

a. Tenants must sign an initial one (1) year lease, unless otherwise mutually agreed by tenant and Occupier (or Occupier's agent).

b. Tenant leases are governed by NRS 118A.200-230.

c. Occupier (or Occupier's agent) may not terminate tenancy or refuse to renew a lease of Rent Restricted Units except for serious or repeated violation of the terms and conditions of the lease.

§3.03 *Maintain Unit Habitability and Comply with NRS Chapter 118A.*

a. Owner and Occupier shall be jointly and severally responsible for maintaining all units in a habitable condition as defined in NRS 118A.290.

b. Owner and Occupier shall be jointly and severally responsible for complying with all applicable provisions of Nevada Landlord-Tenant law as it applies to dwellings, including NRS Chapter 118A.

Art. 4 PROPERTY MANAGEMENT

§4.01 *Maintenance.*

Owner and Occupier shall be jointly and severally responsible for keeping the Project in a clean, well maintained condition, reasonable wear and tear excepted. Owner and Occupier shall be jointly and severally responsible for maintaining the Project in accord with the Carson City Municipal Code. The following is a non-exhaustive list of such maintenance obligations. Landscaping shall be watered and groomed, and free of debris. Sidewalks shall be kept free of snow and clutter. Buildings shall be kept painted and roofs shall be maintained. Trash shall be kept in appropriate enclosures.

§4.02 *Compliance with Laws.*

Owner and Occupier shall be jointly and severally responsible for obtaining and keeping current all permits and licenses to construct, repair, operate and maintain the Project and shall comply in all material respects with all federal, state, and local laws and regulations, including the Carson City Municipal Code.

§4.03 *Safe and Quiet Environment.*

Owner and Occupier shall be jointly and severally responsible for providing and reasonably enforcing regulations to assure that tenants have a safe, secure, and quiet environment in which to live.

§4.04 *Taxes.*

Owner and Occupier shall be jointly and severally responsible for paying all taxes imposed on the Land and Project, including future and back taxes and liens (if any).

Art. 5 RECORDS; ANNUAL REPORTS

§5.01 *Records.*

a. Sufficiency. Records must be sufficient to determine compliance with the requirements and objectives of this Declaration and the Development Agreement.

b. Record retention. Owner and Occupier shall be jointly and severally responsible for maintaining records for the most recent five-year period, except as provided herein:

(i) Records of individual tenant income verifications, project rents and project inspections must be retained for the most recent five-year period, until five years after the Affordability Period terminates.

(ii) Records for the disposition of non-expendable personal property valued at \$1,000 or more at the time of acquisition shall be retained for five years after final disposition; and,

(iii) *Provided, however,* that if any litigation, claim, or audit is started before the expiration of the five-year period and extends beyond the five-year period, the records will be maintained until all litigation or claims involving the records have been resolved, or audit findings involving the records have been received.

c. Public records. Owner and Occupier understand that, pursuant to NRS 239.010, information or documents regarding the Project may be open to public inspection and copying. If the City's documents for the Project are requested, it will have the duty to disclose such documents, unless they are made confidential by law or a common law balancing of interest.

§5.02 *Annual Reporting.*

During the Affordability Period, Owner and Occupier shall be jointly and severally responsible for providing the City's Authorized Representative with a copy of annual low income housing tax credit compliance monitoring reports regarding the Project that are submitted to the State of Nevada Housing Division ("NHD"). Such copies are due to the City within 30 days of submission to NHD.

In the event that NHD no longer requires such reports for the Project, Owner and Occupier remain jointly and severally responsible for providing the City with some other substantially similar reporting, also due annually.

If any items are shown on the report as deficient and in need of curing, a copy of any cure
Declaration of Restrictive Covenants Page 13

notices or additional information sent to NHD will also be delivered to the City.

If, at any time during the Affordability Period, Owner and Occupier, or their assigns or agents, fails to provide Rent Restricted Units to Qualified Renters within the income and maximum rent limits set forth in this Declaration, the City shall be entitled to pursue remedies as described in § 6.03 of the Declaration.

Art. 6 ENFORCEMENT AND REMEDIES

§6.01 *Default.*

A default under this Declaration occurs if there occurs a breach of this Declaration, subject to applicable force majeure, notice and cure period provisions herein.

§6.02 *Notice and Opportunity to Cure.*

If City believes that a default under this Declaration has occurred, it shall give Owner and Occupier notice in writing, and Owner and Occupier shall have thirty (30) business days to cure the default. If Owner, Occupier, or a limited partner (1) has commenced and is diligently pursuing a cure for the default, and (2) demonstrated the ability to cure within a reasonable period of time, such cure period shall be extended as reasonably necessary to complete such cure.

§6.03 *Remedies.*

If a default occurs and remains uncured after written notice is provided to Owner and Occupier and the cure period specified in Section 6.02 has elapsed, City may exercise any rights and remedies herein, or otherwise available by law or equity. All such remedies are cumulative so that the identification of any particular remedy in this Declaration or the Development Agreement does not preclude the existence or exercise of any other remedy, and the actual exercise of any one or more of such rights or remedies shall not preclude the exercise, at the same or different times, of any other right or remedy for the same default or any other default. City remedies for default shall include:

- a. Seeking injunctive relief for specific performance of rent restrictions or other obligations under this Declaration;
- b. Disgorgement of profits gained through the breach of this Declaration, either for the benefit of, depending on context and equity, over-charged Qualified Renters or Carson City itself, which conveyed the Land at no cost to Grantee for the sole and express purpose of developing and maintaining an affordable housing project throughout the entire Affordability Period;
- c. Seeking a declaratory or other judgment from a Court of competent jurisdiction tolling (and therefore extending) the Affordability Period for the duration of any period during which rent restrictions or other obligations under this Declaration were not appropriately complied with; and/or

- d. If the default is related to the condition of the Project's improvements or the treatment of tenants, City may expend funds to correct the default which shall constitute a lien on the Project or Land under the provisions of NRS 108.221 through 108.246.

Notwithstanding anything to the contrary in this Declaration, City agrees that any cure of any default made or tendered by any member or partner of Owner or Occupier shall be deemed to be a cure by Owner/Occupier and shall be accepted or rejected by City on the same basis as if made or tendered by Owner or Occupier.

§6.04 *Waivers.*

Failure or delay in giving notice of default shall not constitute a waiver of any default. Except as otherwise expressly provided in this Declaration, any failure or delay by any Party in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default, or of any such rights or remedies, or deprive any such Party of its right to institute and maintain any actions or pursue any remedies. Waivers are binding on a Party only if expressed in writing, signed by the Authorized Representative of the waiving Party, except that any waiver by the City's Authorized Representative is not binding where the Declaration, Development Agreement, or Nevada law require such waiver to be approved by the City's Board of Supervisors.

§6.05 *Attorney's Fees and Costs.*

If any Party brings any action or proceeding against another Party regarding a dispute arising from the Land, Project, or to enforce the provisions of this Declaration, the prevailing Party shall be entitled to reasonable attorney's fees and costs; however, in the event that a Party is awarded attorneys' fees, the Parties agree the reasonable rate for such attorneys' fees shall not exceed \$125 per hour.

§6.06 *Force Majeure.*

In addition to specific provisions of this Declaration, performance by any Party hereunder shall not be deemed to be in default where delays or defaults are due to war, insurrection, strikes, walk-outs, riots, floods, earthquakes, avalanches, inclement weather, fires, casualties, acts of God, pandemics or epidemics, governmental restrictions imposed or mandated by other governmental entities, not parties to this Agreement, enactment of conflicting state or federal laws or regulations, new or supplementary environmental regulation, litigation, or similar bases for excused performance.

If written notice of such delay is given by one Party to the other Party within thirty (30) days of the commencement of such delay, an extension of time for such cause shall be granted in writing for the period of the enforced delay, as may be mutually agreed upon.

Art. 7 GENERAL TERMS

§7.01 *Time Frames and Deadlines.*

The Parties agree to accomplish the actions within the time frames or deadlines stated above. Time is of the essence in the performance of the obligations in this Declaration. Unless otherwise specified: (i) the term "days" means calendar days; (ii) the term "business days" means calendar days, excluding weekends and holidays recognized by the State of Nevada; (iii) if a deadline falls on a weekend or holiday, then performance is due on the next following business day; and (iv) performance is due by 5 p.m. PST on the day of deadline.

§7.02 *Assignment, Transfer of Project; Binding Effect.*

a. This Declaration is a covenant running with the land and shall be binding on all Owners and Occupiers of the Land and their heirs, successors, trustees, representatives and permitted assigns.

b. At the time the Development Agreement and this Declaration are executed, Grantee is the Owner. No Party may assign, transfer, delegate, or subordinate any rights, obligations, or duties under this Declaration without the prior written consent of the other Parties. The City's consent may be given only by the Carson City Board of Supervisors. Notwithstanding the forgoing, the Parties agree that Grantee may assign or convey its interest in the Land to Developer, provided such assignment or conveyance remains subject to the terms of this Declaration.

§7.03 *Standards for Approvals; Further Acts and Assurances.*

a. Unless otherwise specified (such as with the words "sole discretion") wherever this Declaration requires the approval of a Party, or any of a Party's officers, agents or employees, such approval shall not be unreasonably withheld, delayed or conditioned.

b. The Carson City Board of Supervisors is a governmental body whose decisions are legislative functions that may be subject to public hearings and input, and, except as otherwise provided herein, shall have sole and absolute discretion to approve or disapprove any matter submitted to them provided, however, that decisions are not procured by fraud or bribery, or arbitrary, capricious or an abuse of discretion.

c. The Parties shall take all reasonable actions and enter into, execute, and deliver all documents reasonably required by the other Parties to carry out the terms of this Declaration, provided that no such action or documentation shall result in (1) a material change to the terms and

conditions of this Declaration, or, if applicable, the Development Agreement, or any document executed in connection therewith, or (2) any greater liability of the other Parties. This provision survives the termination of this Declaration.

d. In the event of any legal action instituted by any third party or other government entity or official challenging this Declaration, the Parties and/or their agents, assigns, and successors shall cooperate and use their best efforts in defending any such action.

§7.04 Notices.

Notices provided under this Declaration must be in writing which shall be mailed or personally delivered to each Authorized Representative at the address specified in Table 1 or to any successor of Grantee or Developer (i.e. Owner or Occupier) at the Project address on Butti Way in Carson City, NV. Notice is deemed received by the other Party upon the earlier of (i) when actually received; (ii) five business days after delivered to and accepted by the U.S. Postal Service if sent by certified or registered mail; or (iii) two business days after having been submitted for delivery by reputable overnight courier. Failure to provide copies of additional notices as set forth herein does not affect the validity of notices.

§7.05 Limitations on Liability; Hold Harmless and Indemnification.

a. Limitations on liability. City does not waive, and intends to assert, any and all immunity defenses available under NRS chapter 41, in all cases.

b. Hold harmless and indemnification.

(i) To the extent permitted by law, including, but not limited to, the provisions of NRS Chapter 41, each Party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other Party (including the Parties' agents, employees, representatives, appointed boards, commissions, and officers) from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying Party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of the indemnity which would otherwise exist as to any Party or person described in this Section. However, in no event shall the City indemnify Owner or Occupier or hold it harmless, in a dispute arising under a contract or sub-contract for the Project.

(ii) Except as otherwise provided in Subsection (b)(iv) below, the indemnifying Party shall not be obligated to provide a legal defense to the indemnified Party, nor reimburse the indemnified Party for the same, for any period occurring before the indemnified Party provides

written notice of the pending claim(s) or cause(s) of action to the indemnifying Party, along with: (1) a written request for a legal defense for such pending claim(s) or cause(s) of action; and (2) a detailed explanation of the basis upon which the indemnified Party believes that the claim or cause of action asserted against the indemnified Party implicates the culpable conduct of the indemnifying Party, its officers, employees, and/or agents.

(iii) After the indemnifying Party has begun to provide a legal defense for the indemnified Party, the indemnifying Party shall not be obligated to fund or reimburse any fees or costs provided by any additional counsel for the indemnified Party, including counsel through which the indemnified Party might voluntarily choose to participate in its defense of the same matter.

(iv) After the indemnifying Party has begun to provide a legal defense for the indemnified Party, the indemnifying Party shall be obligated to reimburse the reasonable attorneys' fees and costs incurred by the indemnified Party during the initial thirty (30) day period of the claim or cause of action, if any, incurred by separate counsel.

§7.06 Severability.

In the event that any word, clause, or provision herein is declared by a court of competent jurisdiction to be invalid, unenforceable, or contrary to public policy, then such offending portion shall be deemed, from the very beginning, to have been modified to the extent necessary to bring it within the limits of validity or enforceability. If, however, such offending provision cannot be so modified, then it shall be severed from this Declaration. In either event (modification or severance), all remaining words, phrases, clauses, and provisions herein remain fully enforceable.

§7.07 Applicable Law; Jurisdiction.

The Parties' rights and obligations concerning the Land, the Project, and the interpretation and enforcement of this Declaration shall be governed by the laws of Nevada. The Parties consent to the jurisdiction of—and agree that disputes concerning the Parties' rights and obligations in connection with the Land, the Project, and the interpretation and enforcement of this Declaration will be resolved by—the courts of the First Judicial District Court of the State of Nevada in Carson City.

§7.08 Interpretation of This Agreement.

Titles and headlines of this Declaration are intended for editorial convenience and are not to be construed as a part of this Declaration. The word "include" or "including" is not intended as a limitation and shall be construed to include the words "but not limited to." Unless otherwise

specified, the word “herein” means anywhere in this Declaration or the attachments. Any term in the singular includes, where appropriate in the context, the plural. The Parties hereto were each advised by counsel in drafting and negotiating this agreement, and each Party contributed to its contents. No presumptions against or in favor of any Party are appropriate based on who drafted this Declaration or any provision herein. The Development Agreement, even if released and reconveyed, may be used to help ascertain the Parties’ intent regarding the Declaration.

§7.09 *Warranties of Authority.*

Each Party representative who signs this Declaration represents and warrants that he or she has obtained all necessary approvals and has actual authority to execute this Declaration with the effect of binding his or her principal.

§7.10 *Modifications; Authority to Administer and Approve Changes.*

a. Unless otherwise expressly authorized by the terms of this Declaration, no modification or amendment to this Declaration is binding upon the Parties unless the same is in writing, signed by the Parties, and approved by the Carson City Board of Supervisors

b. Each Authorized Representative, acting alone on behalf of his or her principal only, shall have the authority to:

1. Execute all deeds, escrow instructions, settlement statements, title insurance instructions, agreements, notices and other instruments necessary to effectuate the purposes of this Declaration;

2. Accept all performances, and waive or negotiate remedies for defaults and implement this Declaration *provided, however that* Authorized Representatives *do not* have authority to take any such action that materially or substantially changes the uses or development permitted on the Land, affects the Affordability Period, subordinates this Declaration, or reduces an amount owed or adds to the cost incurred by a Party.

For example, each Authorized Representative, acting alone on behalf of his or her principal, *shall* have the authority to (i) issue interpretations and/or grant waivers regarding this Declaration on behalf of his or her principal; (ii) agree to loan assumptions, contract assignments, or substitution of Parties impacting only the interests of the Authorized Representative's principal; (iii) execute other documents as reasonably requested by any tax credit investor or senior financing

lender in order to effect a closing of the financing of the Project on behalf of his or her principal; (iv) waive or modify any insurance requirements set forth herein on behalf of his or her principal; and (v) extend times of performance under this Declaration on behalf of his or her principal.

§7.11 *Entire Agreement; Conflict with Development Agreement; Counterparts.*

a. This Declaration shall be effective on the date it is duly executed by all of the Parties. The Parties agree that this Declaration, together with its attachments, including the Development Agreement, contains the entire agreement of the Parties and supersedes any written or oral representations, promises, warranties, or other undertakings made during the negotiation of this Declaration.

b. In the event a conflict exists between the rights and obligations set forth in this Declaration and the Development Agreement, the conflicting provisions must be interpreted harmoniously to give the fullest effect possible to both provisions. If no such harmonious interpretation is possible, the interpretation which better protects the City's interest in seeing the Land used for affordable housing during the full Affordability Period shall govern. This rule of construction applies even if the Development Agreement has been released and reconveyed.

c. This Declaration may be executed in counterparts and is effective when each Party receives a complete set of counterpart signature pages.

//////////////////////////////////////counterpart signature pages follow//////////////////////////////////////

Declaration of Restrictive Covenants
(Sierra Flats 9% Project)

Counterpart Signature Page

DEVELOPER:

SIERRA FLATS SENIOR, LP, a Nevada limited partnership

By: Sierra Flats Senior LLC, a Nevada limited liability company, its General Partner

By: Oikos Development Corporation, a Missouri nonprofit corporation, its Manager

By: _____
Michael Snodgrass, its Executive Director

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF _____)
) ss.
COUNTY OF _____)

On _____, 2021 before me, _____, Notary Public, personally appeared Michael Snodgrass, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____ (seal)

Declaration of Restrictive Covenants
(Sierra Flats 9% Project)

Counterpart Signature Page

CITY:

CARSON CITY, a consolidated municipality

APPROVED:

CARSON CITY, a consolidated municipality

APPROVED AS TO FORM:

Carson City District Attorney

By: _____
Lori Bagwell, Mayor

By: _____

Date: _____

Date: _____

ATTEST:

Carson City Clerk-Recorder

By: _____
Aubrey Rowlatt

Date: _____

EXHIBIT A & A-1
LAND LEGAL DESCRIPTION & MAP

Declaration of Restrictive Covenants

EXHIBIT A
DESCRIPTION OF SIERRA FLATS – PHASE 1

A portion of Parcel 1 shown on that Record of Survey supporting a Boundary Line Adjustment for Carson City, recorded as File No. 278817 on May 30, 2002, in Book 9, Page 2454 (Map No. 2454), in the Carson City Recorder's Office, Carson City, Nevada, situate within the Southwest 1/4 of the Northwest 1/4 of Section 15, Township 15 North, Range 20 East, Mount Diablo Base & Meridian, more particularly described as follows:

BEGINNING at the Northwest corner of said Parcel 1, described as the N1/16 Cor Sec 15-16, as shown on said Record of Survey point on the southerly line of said Parcel 1;

THENCE, leaving the **POINT OF BEGINNING**, and along the North line of said Parcel 1, departing said line, South 88°59'25" East, 410.00 feet;

THENCE, leaving said North line South 00°38'21" West, 189.75 feet, to the northerly right-of-way line of Butti Way, as described in Document Number 276885 as file in the Official Records of Carson City, Nevada on April 19, 2002, to the beginning of a non-tangent curve to the left from which the radius point bears South 21°45'16" East;

THENCE, southwesterly, along the northerly right-of-way line of said Butti Way, 33.93 feet along a the arc of a curve having a radius of 426.66 feet and through a central angle of 04°33'25";

THENCE, continuing along said northerly right-of-way line, South 63°41'20" West, 50.52 feet;

THENCE, continuing along said northerly right-of-way line South 55°11'12" West, 187.18 feet;

THENCE, continuing along said northerly right-of-way line South 50°08'29" West, 81.25 feet, to the easterly right-of-way line of Airport Road;

THENCE, along the easterly right-of-way line of Airport Road, North 67°54'48" West, 134.59 feet to the beginning of a tangent curve to the right;

THENCE, continuing along the easterly right-of-way line of Airport Road, 65.14 feet along the arc of a curve having a radius of 370.00 feet and through a central angle of 10°05'06", to the most westerly corner of the above-mentioned Parcel 1;

THENCE, leaving the easterly right-of-way line of said Airport Road, and along the westerly line of said Parcel 1, North 79°28'19" East, 64.85 feet;

THENCE, continuing along the westerly line of said Parcel 1, North 00°38'21" East, 300.00 feet, **POINT OF BEGINNING**.

Containing 2.91 Acres, more or less.

See Exhibit "A-1" attached hereto and made a part hereof

Basis of Bearings: South 10°30'31" East between Carson City Control Monuments CC013 and CC087 shown on Record of Survey Map number 2749 recorded August 11, 2010 in the Official Records of Carson City, Nevada, as File Number 403425.

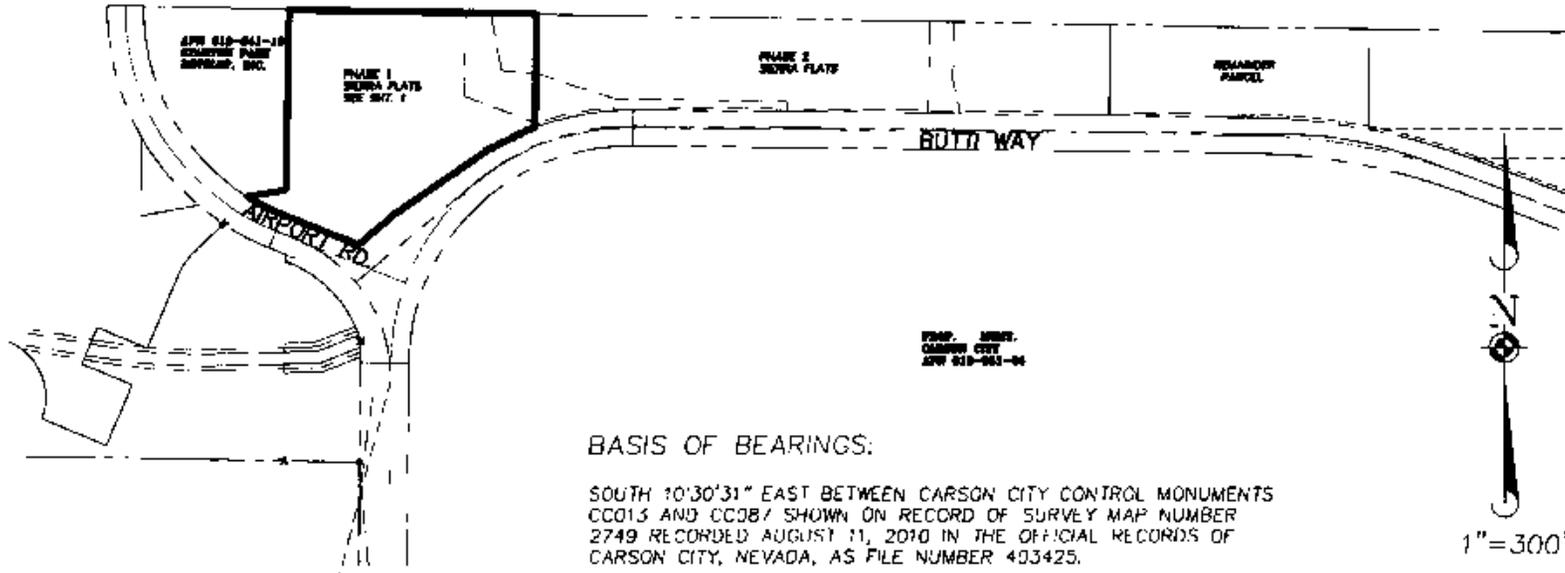
Surveyor's Certificate: I hereby certify that the attached description was prepared by me or under my direct supervision and is accurate to the best of my knowledge and belief.

Lee H. Smithson
Nevada PLS 5097
For and on behalf of

 **Manhard**
CONSULTING
241 Ridge Street, Suite 400
Reno, Nevada 89501
(775) 321-6525



EXHIBIT A-1



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Manhard
CONSULTING

241 Ridge Street, Suite 400, Reno, NV 89501 ph:775.746.3500 fx:775.748.3520 manhard.com
Civil Engineers | Surveyors | Water Resource Engineers | Water & Waste Water Engineers
Construction Managers | Environmental Scientists | Landscape Architects | Planners

SIERRA FLATS - A.P.N. 010-037-04	
CARSON CITY, NEVADA	
TO ACCOMPANY LEGAL DESCRIPTION	
PROJ. MOR: <u>LHS</u>	PROJECT CODE CA400NV01
DRAWN BY: _____	SHEET 2
DATE: <u>NOV. 2021</u>	OF 2
SCALE: <u>1" = 60'</u>	

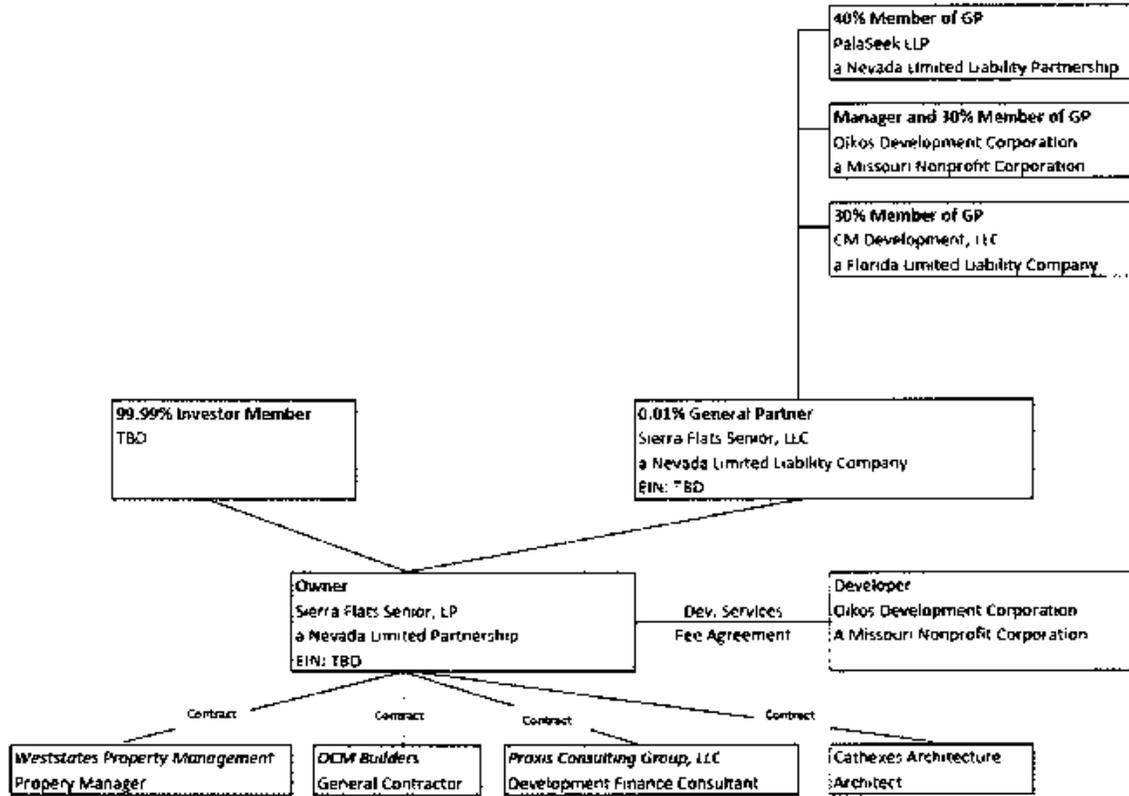
EXHIBIT B
DEVELOPMENT AGREEMENT

Declaration of Restrictive Covenants

EXHIBIT F
DEVELOPMENT TEAM ORGANIZATION CHART

Sierra Flats Senior Apartments
Carson City, NV

Organizational Chart
(rev. 9.13.21)



RESOLUTION NO. 2021-R-38

A RESOLUTION REGARDING THE CONVEYANCE, WITHOUT CONSIDERATION, OF 2.91 ACRES WITHIN APN 010-037-04 TO OIKOS DEVELOPMENT CORPORATION UNDER NRS 244.287 FOR THE DEVELOPMENT OF AFFORDABLE HOUSING

WHEREAS, NRS 244.287 allows Carson City's Board of Supervisors ("Board") to convey City-owned land without consideration to a non-profit organization if the nonprofit organization demonstrates to the Board's satisfaction that it, or its assignee, will use the land to develop affordable housing;

WHEREAS, Carson City acquired 127.7 acres of land by donation from the State of Nevada through Chapter 503 of the 1959 Statutes of Nevada and a deed dated September 12, 1960 and recorded with the Ormsby County Recorder on September 13, 1960 as Document No. 34996 at Book 89, Page 158 ("1960 Deed");

WHEREAS, through the 1960 Deed, Carson City now owns 7.81 acres of land that is designated as APN 010-037-04, including the westernmost 2.91 acres of APN 010-037-04, which is described and shown in Exhibit A and A-1 ("Land");

WHEREAS, on November 18, 2021 the Board introduced Bill No. 115 on first reading, which is an ordinance to approve a development agreement between Carson City and PalaSeek LLP, Oikos Development Corporation ("Oikos"), and Sierra Flats Senior LP for the conveyance of the Land to Oikos and the development of an affordable housing project on the Land ("Development Agreement");

WHEREAS, the Development Agreement requires that any conveyance to Oikos be subject to a Restrictive Covenant requiring, among other things, that the Land be used for affordable housing for a period of at least 51 years;

WHEREAS, on November 18, 2021 the Board also reviewed an application for Carson City to convey the Land to Oikos under NRS 244.287 for the development of an affordable housing project;

WHEREAS, Oikos is a tax-exempt non-profit organization under 26 U.S.C. § 501(c)(3);

WHEREAS, conveying to Oikos under NRS 244.287 does not violate any condition from the 1960 Deed;

WHEREAS, Carson City provided notice that a public hearing would be held on December 16, 2021 on the issue of Oikos' application by:

1. Publishing notice in the Nevada Appeal on December 1, 2021 and December 4, 2021;
2. Dispatching notice on November 30, 2021 via U.S. mail to all owners of record of real property within 300 feet of the Land;
3. Posting notice on two large signs, visible from the street, on the Land on December 1, 2021; and

4. Posting notice on the City's website and at the City's Community Development Office, City Hall, Community Center, Library, and Courthouse, on or before December 1, 2021;

WHEREAS, at its December 16, 2021 meeting, the Board voted to adopt Bill No. 115 on second reading, thereby approving the Development Agreement; and

WHEREAS, the Board is satisfied that Oikos, or its assignee, will use the Land to develop affordable housing;

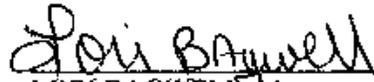
NOW, THEREFORE, the Board hereby resolves that:

1. It is in the best interest of Carson City and its residents that the Land be used to develop affordable housing;
2. Oikos' application under NRS 244.287 to receive the Land, without consideration, for the development of an affordable housing project is approved; and
3. The Mayor is authorized to execute a deed conveying the Land to Oikos once conveyance is required by the terms of the Development Agreement.

Upon motion by Supervisor Stacey Giomi, seconded by Supervisor Stan Jones, the foregoing Resolution was passed and adopted this 16th day of December, 2021 by the following vote.

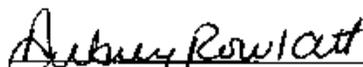
AYES: Supervisor Stacey Giomi
Supervisor Stan Jones
Supervisor Lisa Schuette
Mayor Lori Bagwell

NAYS: Supervisor Maurice White
ABSENT: None
ABSTAIN: None



LORI BAGWELL, Mayor
Carson City, Nevada

ATTEST:



AUBREY ROWLATT, Clerk-Recorder

APN 010-037-04

**RECORDING REQUESTED BY, AND
WHEN RECORDED, MAIL TO:**

Carson City Public Works Department
c/o Real Property Manager
3505 Butti Way
Carson City, NV 89701

The undersigned hereby affirms that this document, including any exhibits, submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030)

NOTICE OF DEADLINE EXTENSIONS FOR DEVELOPMENT AGREEMENT

THIS NOTICE OF DEADLINE EXTENSIONS FOR DEVELOPMENT AGREEMENT ("NOTICE") memorializes the assent of Carson City, a consolidated municipality of the State of Nevada ("CARSON CITY") to the extension of certain deadlines set forth in the Development Agreement between CARSON CITY and PalaSeek LLP, a Nevada limited liability partnership; Oikos Development Corporation, a Missouri nonprofit corporation and tax-exempt 501(c)(3) organization and Sierra Flats Senior, LP, a Nevada limited partnership (collectively, "DEVELOPER") which was enacted by Ordinance 2021-14 and recorded with the Carson City Recorder as Document No. 528321 on December 23, 2021 ("DEVELOPMENT AGREEMENT").

CARSON CITY, through its Board of Supervisors ("Board"), now provides written notice of its decision to exercise its discretion to extend certain deadlines set forth in the DEVELOPMENT AGREEMENT, as follows:

1. Section 2.2(A) of the DEVELOPMENT AGREEMENT provides that, unless CARSON CITY extends the deadline in writing, the DEVELOPMENT AGREEMENT expires on June 1, 2022, if DEVELOPER has not commenced construction of the SIERRA FLATS 9% PROJECT (as defined in the DEVELOPMENT AGREEMENT).

2. Section 2.2(B) of the DEVELOPMENT AGREEMENT provides that, unless CARSON CITY extends the deadline in writing, the DEVELOPMENT AGREEMENT expires on December 31, 2023, if DEVELOPER has not secured a certificate of occupancy for the SIERRA FLATS 9% PROJECT.
3. At its May 19, 2022, meeting, the Board found that it was in the best interests of CARSON CITY to exercise its discretion to extend the deadlines from Section 2.2 of the DEVELOPMENT AGREEMENT by four months for the commencement of construction and three months for the completion of construction, such that unless CARSON CITY again agrees in writing to some modification, the DEVELOPMENT AGREEMENT shall expire if DEVELOPER fails to:
 - A. Commence construction of the SIERRA FLATS 9% PROJECT on the 9% PROPERTY (as defined in the DEVELOPMENT AGREEMENT) on or before October 1, 2022.
 - B. Secure a certificate of occupancy for the SIERRA FLATS 9% PROJECT on or before March 31, 2024.

This NOTICE is only intended to memorialize CARSON CITY's exercise of a discretionary power permitted under Section 2.2 of the DEVELOPMENT AGREEMENT to extend the deadlines set forth in that section. In all other respects, the terms and conditions of the DEVELOPMENT AGREEMENT remain unchanged and in full force and effect.

[Signature Page Follows]

CARSON CITY

APPROVED:

CARSON CITY, a consolidated municipality

By: Lori Bagwell
Lori Bagwell, Mayor

APPROVED AS TO FORM:

Carson City District Attorney

By: Adam Tully

Date: 5/19/22

ATTEST:

Carson City Clerk-Recorder

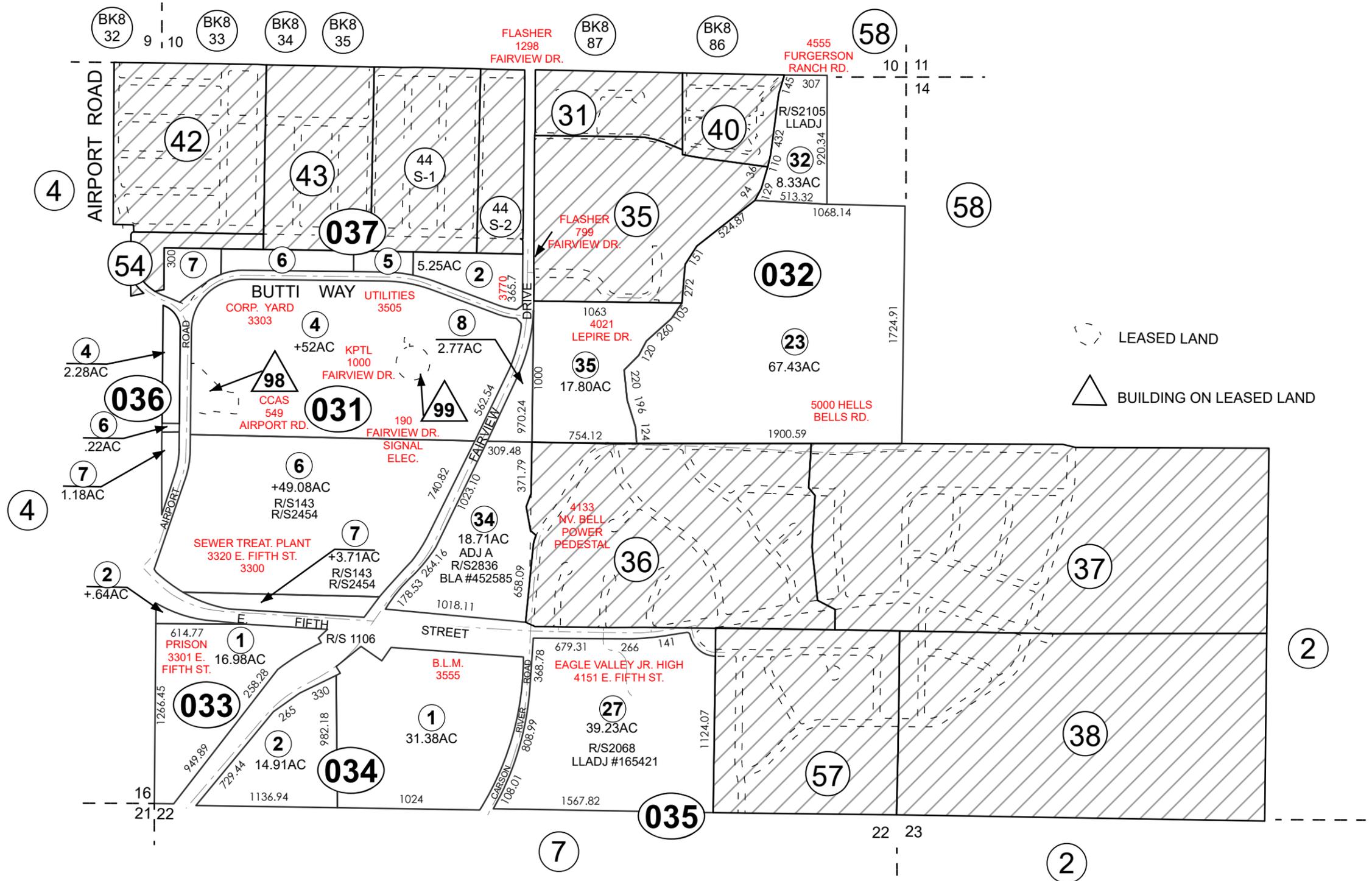
By: Aubrey Rowlett
Aubrey Rowlett

Date: 5/23/22

SECTION 15, T.15 N., R.20 E., M.D.B. & M.

APN	DESCRIPTION
10-037-02	4 R/S 2454
10-037-05	3 PM 3045
10-037-06	2 PM 3045
10-037-07	1 PM 3045

APN	DESCRIPTION
10-036-04	DOC#415807
10-036-06	DOC#415807 LESS R/W DED #492599
10-036-07	3 R/S 2454 LESS R/W DED #492599



--- LEASED LAND
 ▲ BUILDING ON LEASED LAND

ADDED LEASED PARCEL #98 FOR ANIMAL SERVICES

CARSON CITY NEVADA
 THIS MAP IS PREPARED FOR THE USE OF THE CARSON CITY ASSESSOR FOR ASSESSMENT AND ILLUSTRATIVE PURPOSES ONLY. IT DOES NOT REPRESENT A SURVEY. NO LIABILITY IS ASSUMED AS TO THE SUFFICIENCY OR ACCURACY OF THE DATA DELINEATED HEREON. YOU CAN VIEW AND PRINT OUR MAPS AT NO CHARGE FROM OUR WEBSITE AT WWW.CARSON.ORG/HOME



SCALE: 1"=1200'

NOTE
 SOME PARCELS DELINEATED HEREON MAY NOT BE PRESENTED IN TRUE SIZE, SHAPE, OR LOCATION DUE TO DISCREPANCIES BETWEEN LOT LINES.

Revised: 07/22/2022



STAFF REPORT

Report To: Board of Supervisors

Meeting Date: August 4, 2022

Staff Contact: Aaron Lowe

Agenda Title: For Possible Action: Discussion and possible action regarding (1) a five-year contract with Bryx, Inc. ("Bryx") to provide equipment, software and support for a station alerting system for the Carson City Fire Department's ("CCFD") three fire stations for an amount not to exceed \$120,500; and (2) a recommendation from the 9-1-1 Surcharge Advisory Committee ("9-1-1 Committee") to disburse \$115,500 in 9-1-1 Surcharge funds for this contract. (Aaron Lowe, alowe@carson.org.)

Staff Summary: Bryx's station alerting software notifies appropriate CCFD personnel of emergency calls; automatically supplements information received from dispatch with GIS overlays of hydrant locations, geographical features and route directions for calls; and provides parallel incident notification to mobile devices. The not to exceed amount of \$120,500 is based on a \$92,900 charge for initial set up and the first year of service, then \$6,900 annually for years two through five of the contract. The 9-1-1 Committee recommended expending \$115,500 in 9-1-1 Surcharge funds for this contract.

Agenda Action: Formal Action / Motion

Time Requested: 20 Minutes

Proposed Motion

I move to approve, and authorize the Mayor to sign, the contract as presented, and to approve the expenditure of \$115,500 from the 9-1-1 Surcharge Fund Account for the contract.

Board's Strategic Goal

Safety

Previous Action

January 28, 2020 – The 9-1-1 Committee approved a recommendation to expend \$107,031 in 9-1-1 Surcharge funds for an updated station alerting system.

January 25, 2022 – The 9-1-1 Committee modified its January 28, 2020, action and approved a recommendation to expend \$115,500 in 9-1-1 Surcharge funds over five years for an updated station alerting system through Bryx.

Background/Issues & Analysis

CCFD initiated a station alerting project, which included the implementation of heart-saving tones, in 2015. The first phase of that project provided an alerting system with heart saving tones, and it was completed mid-year in 2017. The second and third phases for the project were defined in early 2019 but funding was not available to proceed. After further review it was determined that those phases could be combined into a single project.

On January 28, 2020, the 9-1-1 Committee approved a recommendation to expend \$107,031 in 9-1-1 Surcharge funds through two vendors to upgrade the alerting system and expand its capabilities to include CAD

integration, streamlined individual unit notification, simultaneous resource paging through the City network and dorm room control. Detailed design review was initiated with CCFD.

In December 2020, CCFD identified a station alerting system software that was better suited for CCFD operations at a comparable price. The Bryx system is a station alerting system that notifies the personnel, fire stations and specific apparatus at multi-unit fire stations of 9-1-1 Incidents. Bryx integrates current GIS information and requires less hardware and staff time to maintain current and future CAD systems. The 9-1-1 Committee received an update to that effect on April 20, 2021.

At the 9-1-1 Committee's January 25, 2022, meeting, CCFD presented information on the Bryx system and pricing and sought a recommendation for an expenditure of \$115,500 over five years for the Bryx system, in lieu of the prior recommendation for a \$107,031 expenditure. The 9-1-1 Committee recommended an expenditure of \$115,500 through the Bryx contract.

All Carson City departments that will be impacted by this system have been included in the review and planning for this implementation. To that end, the proposed contract with Bryx includes an additional, one-time charge of \$5,000 for a radio interface to ensure proper integration into the City's communications infrastructure. The need for this additional piece of equipment resulted in the proposed contract amount increasing from \$115,500 to \$120,500 after the 9-1-1 Committee made its January 25, 2022, recommendation. CCFD will use \$5,000 from its Operations Budget to supplement the \$115,500 in 9-1-1 Surcharge funds recommended by the 9-1-1 Committee for this contract.

The Bryx system will be expandable to the new fire station in the future, but any such expansion would be through a new contract, or an amendment to this proposed contract, when completion of the new fire station is imminent.

Applicable Statute, Code, Policy, Rule or Regulation

NRS 244A.7645 and 332.115(g)-(j)

Financial Information

Is there a fiscal impact? Yes

If yes, account name/number: Tiburon Project / 2872040-507727 for \$115,500 to be used for Bryx installation and maintenance fee.

Operations Budget / 1012512-500433 for \$5,000 to be used for installation and maintenance fee in FY 2023.

General Fund - Fire Department Operations 1012512-500433

FY 23: \$5,000

911 Surcharge Fund - Tiburon Project 2872080-507727

FY 23: \$87,900

FY 24: \$6,900

FY 25: \$6,900

FY 26: \$6,900

FY 27: \$6,900

Is it currently budgeted? No

Explanation of Fiscal Impact: For Fiscal Year ("FY") 2023 the 9-1-1 Surcharge Fund will cover initial startup costs and the first-year service fee for a total of \$87,900 and \$5,000 will be funded from the Fire Department

Operating Budget account 1012512-500433. The annual system maintenance fee of \$6,900 beginning in FY 2024 and every subsequent fiscal year thereafter, for a total amount of \$115,500 from the 9-1-1 Surcharge Fund, if approved, will be transferred from Undesignated to the Tiburon Project 2872080-507727.

Alternatives

Do not approve the contract or the disbursement of 9-1-1- Surcharge funds, and/or provide alternative direction.

Attachments:

[Bryx and Carson City FD Contract \(Final\).pdf](#)

[911 Minutes 01.25.22.pdf](#)

Board Action Taken:

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

(Vote Recorded By)

FIRE STATION ALERTING SYSTEM

“Bryx, Inc. and Carson City, Nevada”

THIS CONTRACT FOR FIRE STATION ALERTING SYSTEM (the “Contract”) is made by and between Carson City, a consolidated municipality and political subdivision of the State of Nevada, hereinafter referred to as the “Carson City” and **BRYX, INC.**, a Delaware Corporation registered to conduct business in the State of New York, with a business address of 59 Halstead Street, Rochester, NY 14710, hereinafter referred to as “Bryx.”

NOW THEREFORE, for and in consideration of their mutual covenants specified herein and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

1. BRYX’S SERVICES

- a. Bryx agrees to diligently and timely perform services for Carson City relating to the delivery of a fire station alerting system. The overall Scope of Services is described in Exhibit “A,” with associated fees provided in Exhibit “B” (the “Bryx Service”). Both exhibits are attached hereto and incorporated as if set forth fully herein. These items are collectively referred to as the Project.
- b. This Contract shall commence immediately upon the execution of this Contract by both Carson City and Bryx and upon Bryx’s receipt of a written Notice of Award from Carson City and shall continue through the completion of the Project. The estimated completion date is 1 month from receipt of contract from Carson City.

2. TITLE; CONFIDENTIALITY

- a. Title. Carson City acknowledges that the Bryx Service, the documentation and all underlying hardware, software, and content, and any and all enhancements, modifications, additions or new releases of or to the same (collectively, the “Proprietary Materials”) contain confidential information of, are trade secrets of, and are proprietary to Bryx and its licensors, and that title to the Proprietary Materials is and will remain

with Bryx and its licensors, as the case may be. All applicable rights to patents, copyrights, trademarks, and trade secrets in the Proprietary Materials are and will remain with Bryx and its licensors. Carson City will not assert any right, title or interest in the Proprietary Materials provided to Carson City under this Agreement, except for the non-exclusive, limited right of use granted to Carson City hereunder. Carson City will not remove or attempt to remove any copyright or other proprietary notice or legend contained on or included in any Proprietary Materials. Carson City will not and will not attempt to reverse engineer, disassemble, decompile, unlock, copy or create derivative works of the Bryx Service in whole or in part for any reason.

- b. **Confidentiality.** To the extent permitted by law including, each party will retain in confidence and will not (except in furtherance of this Agreement) use or disclose any business and/or technical information of the other party designated in writing as "Confidential", without the prior written consent of the other party and then only to the extent specified in such consent. Carson City acknowledges that the Proprietary Materials (even if not marked as "Confidential") are Bryx's confidential information. Each party will provide access to confidential information only by those employees and third-party contractors who have a need to access such information and who have entered into appropriate confidentiality agreements. Each party will use reasonable efforts to ensure compliance with the terms of such agreements. Neither party will have any confidentiality obligation with respect to disclosure of such information to others not party to this Agreement that: (i) is or becomes available to the public through no breach of this Agreement; (ii) was previously known by the receiving party without any obligation to hold it in confidence; (iii) is received from a third party free to disclose such information without restriction; (iv) is independently developed by the receiving party without the use of the confidential information of the disclosing party; (v) is approved for release by written authorization of the disclosing party, but only to the extent of such an authorization; or (vi) is disclosed in response to a valid order of a court or other governmental body of the United States or any political subdivision thereof, but only to the extent of and for the purposes of such order, and only if the receiving party first notifies the disclosing party of the order and permits the disclosing party to seek an appropriate protective order.

Notwithstanding the foregoing, Bryx acknowledges that Carson City is a political subdivision of the State of Nevada and is subject to public records requests under NRS

Chapter 239. Pursuant to NRS 239.010, information or documents received from Bryx may be open to public inspection and copying. Carson City will have the duty to disclose requested records unless a particular record is made confidential by law or a common law balancing of interests. Bryx may clearly label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 332.061, NRS 600A.032, or similar, provided that Bryx, in so doing, agrees to indemnify and defend Carson City for honoring such a designation. The failure to so label any document that is released by Carson City shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

- c. **Ownership of Modifications.** Bryx will own all right, title, and interest (including all associated intellectual property rights) in and to any improvements, enhancements, modifications, derivations, or other changes thereto made by Bryx and relating to the Bryx Service, even if performed at the request of Carson City.

- d. **Ownership of Carson City Data.** Carson City exclusively owns all rights, title and interest in and to all electronic data or information that Carson City, including the Carson City Fire Department, submits to the Bryx Service, excluding usernames, login credentials and passwords which are only owned by Carson City for as long as Carson City uses the Bryx Service, and which become Bryx's property immediately upon any termination of the Bryx Service or this Agreement. Notwithstanding the foregoing, Carson City agrees that Bryx can use, share and sell or license usage statistics, trends, analytics, reporting or results specific to Carson City Data and Carson City's use of the Bryx Service as long as such statistics, trends, analytics, reporting, results or data are compiled into an aggregated or anonymous format.

- e. **Suggestions and Feedback.** Any suggestions, enhancement requests, recommendations or other feedback relating to the Bryx Service that Carson City or its users or agents provide to Bryx ("Feedback"), are not Carson City's confidential information and will be owned exclusively by Bryx and Carson City hereby assigns to Bryx, all right, title and interest in and to the Feedback.

3. COMPENSATION AND PAYMENT FOR CONTRACTOR'S SERVICES

- a. Bryx shall receive the fees as outlined in Exhibit B as compensation for its services. This compensation shall include all profit, direct and indirect labor costs, personnel related costs, overhead and administrative costs, and all other costs which are necessary to provide the services as outlined in the Contract.
- b. **Taxes and Regulatory Costs.** Carson City as a Municipality is exempt from the state of Nevada Sales Taxes and United States Federal Excise Taxes. Prices quoted shall not include Federal or State/Province taxes. Carson City will furnish Bryx with tax exemption certificates at signing.
- c. **Due Date; Late Payments.** Any amount payable under this Agreement, except for amounts disputed in good faith, will be due within 30 days after the date of Bryx's invoice.

4. INDEMNIFICATION

- a. **Mutual.** To the extent permitted by law, including, but not limited to, the provisions of NRS Chapter 41, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other party from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorney's fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of the indemnity which would otherwise exist as to any party or person described in this Section.
- b. Except as otherwise provided in Subsection 3(d) below, the indemnifying party shall not be obligated to provide a legal defense to the indemnified party, nor reimburse the indemnified party for the same, for any period occurring before the indemnified party provides written notice of the pending claim(s) or cause(s) of action to the indemnifying party, along with: (i) a written request for a legal defense for such pending claim(s) or cause(s) of action; and (ii) a detailed explanation of the basis upon which the indemnified party believes that the claim or cause of action asserted against the

indemnified party implicates the culpable conduct of the indemnifying party, its officers, employees, and/or agents.

- c. After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall not be obligated to fund or reimburse any fees or costs provided by any additional counsel for the indemnified party, including counsel through which the indemnified party might voluntarily choose to participate in its defense of the same matter.
- d. After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall be obligated to reimburse the reasonable attorney's fees and costs incurred by the indemnified party during the initial thirty (30) day period of the claim or cause of action, if any, incurred by separate counsel.
- e. **By Bryx Regarding Infringement.** Bryx will indemnify and hold Carson City and its employees, agents, successors and assigns from and against any and all loss, damage, liability, and expense, including without limitation reasonable attorneys' fees, arising from any claim brought against any such indemnified party by any third party to the extent that such action is based on a claim that any Bryx Service, when used in accordance with this Agreement, infringes a United States or Canadian copyright or patent and Bryx will pay all costs, settlements and damages finally awarded. Bryx will not be obligated to indemnify or hold Carson City harmless from any such action unless Carson City notifies Bryx in writing of any claim within 10 days after it learns of such a claim, gives Bryx sole control of the defense and settlement thereof and provides all reasonable assistance in connection therewith. If any Bryx Service is finally adjudged to so infringe, or in Bryx's opinion is likely to become the subject of such a claim, Bryx will, at its option and expense, either: (i) procure Carson City the right to continue using the Bryx Service; (ii) modify or replace the Bryx Service to make it non-infringing as long as the Bryx Service has the same material functionality; or (iii) terminate this Agreement and provide Carson City a pro rata refund of any pre-paid fees for the period after termination. Bryx will have no liability regarding any infringement claim arising out of: (i) use of other than a current, unaltered release of the Bryx Service unless the infringing portion is also in the then current release; (ii) use of the Service in combination with non-Bryx software, data or equipment if the infringement was caused

by such use or combination; (iii) any modification or derivation of the Service not specifically authorized in writing by Bryx; or (iv) use of third party software. THE FOREGOING STATES BRYX'S ENTIRE LIABILITY AND CARSON CITY'S EXCLUSIVE REMEDY FOR INFRINGEMENT OR CLAIMS OF INFRINGEMENT OF ANY COPYRIGHT, PATENT AND OTHER PROPRIETARY RIGHTS BY THE SERVICE.

5. LIMITATION OF LIABILITY

- a. IN NO EVENT WILL CARSON CITY OR BRYX, OR ANY OF THEIR LICENSORS, SUPPLIERS, OFFICERS, EMPLOYEES OR AGENTS BE LIABLE TO THE OTHER PARTY FOR LOSS OF USE, PROFIT, REVENUE, GOODWILL OR OTHER INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR INDEMNIFICATION UNDER SECTION 3, THE AGGREGATE LIABILITY FOR THE PARTIES FOR ALL CLAIMS (EXCLUDING CLAIMS FOR PHYSICAL INJURY OR PROPERTY DAMAGE RESULTING FROM GROSS NEGLIGENCE OR WILLFUL MISCONDUCT) ARISING OUT OF THIS AGREEMENT SHALL NOT EXCEED THE SUM OF THE SERVICE FEES PAID BY CARSON CITY TO BRYX DURING THE PREVIOUS 12 MONTH PERIOD FOR THE BRYX SERVICE THAT IS THE SUBJECT MATTER OF THE CLAIM.

6. TERM AND TERMINATION; SUSPENSION.

- a. Term. The term of the contract is for a period of five years, with an option to extend the contract upon mutual agreement to proceed "Term".
- b. By Carson City. Carson City reserves the right to terminate this agreement without penalty or handling fees upon 45 days written notice due to unsatisfactory performance or for any reason deemed by Carson City to be in its best interest.

- c. **By Bryx.** Bryx may terminate this Agreement upon 45 days prior written notice if Carson City fails to comply with any of the terms and conditions of this Agreement, and such noncompliance is not cured within such 45-day period.
- d. **Automatic Termination.** Carson City's insolvency, receivership, bankruptcy, or assignment for the benefit of creditors will immediately terminate this Agreement without the need for any notice being given.
- e. **Effect of Termination.** The Services will terminate immediately upon any termination of this Agreement. Bryx will have no obligation to refund any amounts paid by Carson City under this Agreement upon its termination. Upon any termination or expiration of this Agreement, Carson City will pay Bryx any outstanding invoices.
- f. **Suspension of Services.** Bryx may suspend the Bryx Service at any time if Carson City is in breach of any obligation under this Agreement that is not cured within 10 days after notice from Bryx or immediately if Bryx has reasonable concerns about a security threat that could affect the Services or the data of any other user of the Bryx Service.

7. SUPPORT.

- a. Bryx, directly or through a third-party supplier, will render the support services detailed in Exhibit C in support of the Bryx Service as described in Exhibit A.

8. GENERAL.

- a. **Notices.** Any notice required or permitted hereunder will be in writing and will be deemed to have been duly given (i) upon hand delivery, (ii) on the first day following delivery to a internationally recognized overnight courier service, fee prepaid and return receipt or other confirmation of delivery requested, or (iii) upon confirmation of receipt by the party to receive such notice, of an email sent to the email address of such party. Any such notice will be delivered or sent to a party at its address, or e- mail address as set forth beneath its signature on this Agreement, or to such other address or fax number as may be designated by a party in a notice given to the other from time to time in accordance with the terms of this paragraph.

- b. **Governing Law.** This Agreement will be governed by and interpreted in accordance with the laws of Nevada excluding its conflicts of law principles. The parties hereby submit to the exclusive jurisdiction of the courts of Carson City, Nevada for any actions, suits or proceedings arising out of or relating to this Agreement and each party agrees not to commence any action, suit or proceeding relating thereto except in such courts. Each party waives any objections or defenses that it may have with respect to such venues.

- c. **Assignment.** Carson City may not assign this Agreement without the prior written consent of Bryx. For all purposes under this Agreement, any merger, consolidation, spin-off, acquisition of or change-in-control involving Carson City will be deemed an assignment. Any attempted assignment by Carson City will be invalid and will permit Bryx to automatically terminate this Agreement. In addition, Bryx may not assign this Agreement without the prior written consent of Carson City. Any such assignment without Carson City's written approval will be deemed invalid and will permit Carson City to terminate the agreement with no penalties, at which point Carson City would be provided a full refund of any fees paid for services not fully rendered within forty-five (45) days of notification to Bryx.

- d. **Partial Invalidity.** If any provision of this Agreement is held invalid or unenforceable by competent authority, that provision will be construed so as to be limited or reduced to be enforceable to the maximum extent compatible with the law as it will then appear. The total invalidity or unenforceability of any particular provision of this Agreement will not affect the other provisions and this Agreement will be construed in all respects as if the invalid or unenforceable provision were omitted.

- e. **Force Majeure.** Neither party will be liable for delays nor for non-performance due to an unforeseeable event, external to this Agreement and the parties, where the occurrence of the event beyond the non-performing or delayed party's reasonable control ("Force Majeure Events.") Force Majeure Events may include, but are not limited to: war, terrorism or threats of terrorism, civil disorder, labor strikes, fire, disease, medical epidemics or outbreaks, events which curtail necessary transportation facilities (e.g.

airports), or other unforeseeable events where the occurrence of the event is beyond the non-performing or delayed party's control.

- f. **Waiver.** No waiver of a breach of any term of this Agreement will be effective unless in writing and duly executed by the waiving party. No such waiver will constitute a waiver of any subsequent breach of the same or any other term of this Agreement. No failure on the part of a party to exercise, and no delay in exercising, any of its rights hereunder will operate as a waiver thereof, nor will any single or partial exercise by a party of any right preclude any other or future exercise thereof or the exercise of any other right. No course of dealing between the parties will be deemed effective to modify, amend or discharge any part of this Agreement or the rights or obligations of any party hereunder.

- g. **Entire Agreement.** This Agreement constitutes the entire agreement between Carson City and Bryx. Any amendment of this Agreement must be in writing signed and dated by both parties.

- h. **Construction.** Any interpretation of this Agreement will not presume that its terms should be more strictly construed against one party by reason of any rule of construction or authorship. Further, this Agreement may be executed in two or more counterparts, each of which will be deemed an original. In making proof of this Agreement, it will not be necessary to produce more than one counterpart. The headings in this Agreement are for convenience only. They do not constitute a portion of this Agreement and will not be used in any construction of it.

- i. **Subletting.** No contract may be sublet without the written consent of Carson City. Any subcontractor, so approved, shall be bound by the terms and conditions of this contract. Bryx shall be fully liable for all acts and omissions of its subcontractor(s) and shall indemnify Carson City for such acts or omissions. Nothing contained in this Contract shall create any contractual relation between any subcontractor and Carson City.

- j. **Publicity.** Bryx is required to obtain Carson City's written approval prior to issuing any press release, describing the license and parties' relationship. Bryx understands that

the State of Nevada and Carson City maintain statutes and policies, respectively, governing ethics in government which would likely be implicated by publication of such materials. Bryx will not have the right to use the name and logo of Carson City or the Carson City Fire Department in marketing, promotional or similar materials without the prior written consent of Carson City.

- k. **Survival.** The provisions of this Agreement that by their nature would survive its termination will survive indefinitely.

- l. **Independent Contractors.** Carson City's relationship to Bryx will be that of an independent contractor. Neither Carson City and its employees nor Bryx and its employees are agents or legal representatives of the other party for any purpose and have no authority to act for, bind, or commit the other party. This Agreement does not establish a franchise, joint venture, or partnership, or agency relationship.

- m. **Non-Solicitation.** Carson City will not during the Term and for a period of one year afterwards knowingly entice, persuade or otherwise solicit any of the employees, contractor/consultants or other representatives of Bryx to leave the services of Bryx for any reason, which restriction excludes general solicitations not directed at Bryx employees, contractors/consultants or representatives.

- n. **Notices.** Any notice, invoice, report, demand, or other type of documentation required by this Contract shall be sent by certified mail, return receipt requested, or via a recognized national courier service in a manner that provides for written or electronic record of delivery, to the addresses listed below:

BRYX:

David E. Thomas President
Bryx, Inc.
59 Halstead Street
Rochester, NY 14610
TEL 585.364.2799

EMAIL: david@bryx.com

CARSON CITY:

Attn: Dave Aurand, Fire Dept. Business Manager
Station 51
777 South Stewart Street
Carson City, Nevada 89701
TEL 775.283.7875
EMAIL: daurand@carson.org

WITH COPIES OF NOTICES TO:

Attn: Carol Akers, Purchasing & Contracts Admin.
Carson City Hall
201 N. Carson Street
Carson City, Nevada 89701
TEL 775.283.7362
EMAIL: cakers@carson.org

Notices are effective when received at the addresses specified above. Changes to the respective addresses which such notice is to be directed may be made from time to time by either party by written notice to the other party. Nothing in this Section shall be construed to restrict the transmission of routine communications between representatives of Bryx and Carson City.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

HEREBY, the parties have executed the Contract as of the date first above written.

Carson City:

By: _____

Name: _____

Title: _____

Date: _____

Bryx, Inc:

By: _____

David E. Thomas

Title: President

Date: _____

EXHIBIT A SCOPE OF SERVICES

This agreement is for the design, fabrication, delivery, and supervision of the start-up, testing and commissioning of a fully automated IP based Fire Station Alerting System that is capable of interfacing any real-time data source from all mainstream CADs and Records Management Systems. In addition, the scope includes any appurtenances or services not specifically mentioned nor included in the Contract but which are necessary as part of the work to ensure that the equipment is fully operational when installed in the fire station(s).

System Configuration

Bryx will be responsible for the supervision and programming of the Bryx Station Control Unit ("SCU") and the other hardware which are covered under the warranty outlined in Exhibit C. No extra fees will be charged.

User Training

- *Given the design of the Bryx platform and architecture, very little training is required. Most of the training will be focused on walking end users through our Bryx Management Site and Bryx Dispatch Site.*

- *Operator training shall be provided to the dispatchers and their supervisors as needed.*

- *The training schedule will be completed on-site as coordinated with Carson City.*

- *System maintenance, programming and troubleshooting training shall be provided for Carson City's staff.*

Note:

- **Bryx will be responsible for and assisting with the install of hardware and other tangible equipment related to the Bryx Alerting System until the system is operational for the Carson City Fire Department.**

- **Bryx to provide as-built, post-installation documentation (e.g. schematics, diagrams, plans) to Carson City Facilities Staff showing how Bryx Station Alerting System is connected to the various Carson City building components.**

EXHIBIT B Software as a Service – Three Stations

	<u>Qty</u>	<u>Total</u>
Yearly Service and Maintenance (Recurring Annual Charge)		\$6,900
Bryx SCU and Audio Cable (One-Time Charge)	3	\$69,000
Tablets (One-Time Charge)	3	\$900
Volume Attenuators (One-Time Charge)	20	\$1,200
GPIO (One-Time Charge)	3	\$2,400
Installation of Bryx	3	\$7,500
Bryx SCU and Audio Cable Radio Interface (One-Time Charge)	1	\$5,000
Uninterrupted Power Supply (One-Time Charge)	3	Included
Hue Bridge (One-Time Charge)	3	Included
LED Light Strips (One-Time Charge)	24	Included
LED Light Tracks (One-Time Charge)	24	Included
HDMI Extender Kit & Receiver (One-Time Charge)	3	Included
100% Lifetime Warranty		Included

EXHIBIT C SUPPORT & WARRANTY

This Agreement is effective as of the Effective Date between Bryx and Carson City. The term of this Agreement is five (5) years from the Effective Date (the “End Date”).

BRYX STATION

Hardware Warranty

Bryx warrants that the Bryx Proprietary Hardware provided in connection with Exhibit A (“Scope of Services”) will be free of defects in materials and workmanship. In the event any hardware component of the Bryx Station system fails or malfunctions, Bryx will provide a replacement hardware component(s) within [5 business days] of reported failure.

Software Warranty

“Station Software” means all software, firmware, and databases created by Bryx for the Bryx Station system, including Bryx 911 software (“Bryx 911 Software” means all software and databases created by Bryx for the Bryx 911 mobile alerting platform). Bryx grants Carson City a non-exclusive, perpetual license to use the Station Software only in connection with Bryx Station and solely for Carson City internal business use. Bryx warrants that Station Software developed by Bryx, under normal use and service as originally delivered to Carson City, will function substantially in accordance with the functional description in Exhibit A (“Scope of Services”).

Maintenance & Service

Carson City receives the following:

1. Unlimited access to Bryx 911 application for smartphones and apparatus (available on Android, iOS, and Universal Application).
2. All future updates, enhancements, and upgrades to the Bryx Station platform

3. Replacement hardware component(s) within [5 business days] of reported failure
4. Bryx Management Portal
5. Unlimited number of Bryx Station Boards
6. Customer support 24 hours, 7 days a week.

Customer Support Overview

Bryx's telephone and remote access support is provided by engineers from our Rochester, New York headquarters. All support calls are handled directly by engineers who built the Bryx platform. Typically, during normal business hours, customers receive a return call or email within an hour. Outside normal business hours, Bryx uses a rotating shift schedule where there is always a qualified support engineer "on call". Typically, outside normal business hours, customers will receive a return call or email within four (4) hours. Customer can reach the Bryx support team 24/7 by emailing support@bryx.com. These emails go to the entire Bryx team and are assigned to a support engineer on a rotating schedule. If there is a lapse in response time, support tickets are automatically escalated, and the next available engineer is assigned to the support request. We track individual engineer performance on handling these support tickets. Given that Bryx is cloud-based, 99% of our support requests are handled remotely with updates to the Bryx cloud infrastructure.

Redundancy & Cloud Infrastructure

```
|--> Dallas Load Balancer - Dallas TX
| |-- app-1-a
| `-- app-1-b
|--> Newark Load Balancer - Newark, NJ
| |-- app-2-a
| `-- app-2-b
|--> Atlanta Load Balancer - Atlanta, GA
```

```
| |--- app-3-a
| `--- app-3-b
|--> Freemont Load Balancer - Freemont, CA
    |-- app-4-a
    `--- app-4-b
Detroit Load Balancer - Freemont, CA
    |-- app-5-a
    `--- app-5-b
```

Each load balancer has monitoring of each of its child nodes. If a child node is unavailable, it will be routed to its twin in the data center.

All load balancers are externally monitored from 18 different monitoring stations world-wide. If the aggregate connection failure rate exceeds 15%, the node balancer is taken offline. Checks happen every 10 seconds.

Each application server is SOC2 compliant. All remote connections are restricted to RTPs (root-type people) as defined by their access control group. All remote connections server is logged remotely.

Database servers are hosted in Amazon AWS and data is encrypted in transit using TLS1.2. Data is encrypted at rest using EC-DSA. Three (3) database servers provide redundancy. One primary server is responsible for all writes, and two (2) secondary servers can be used for reads. If the primary is detected to be offline by the secondary servers, a secondary server is promoted to the primary and the application servers are notified. During testing, this typically happens in ten (10) seconds, or less.

**Minutes
of the Meeting of the
Carson City
9-1-1 SURCHARGE ADVISORY COMMITTEE
January 25, 2022**

The Carson City 9-1-1 Surcharge Advisory Committee held a public meeting on January 25, 2022, beginning at 8:30 a.m. in the meeting room of Fire Station 51, 777 S. Stewart Street, Carson City.

1. Call to Order

Chair Denise Stewart called the meeting to order.

2. Roll Call and Determination of a Quorum

Voting members present were Denise Bauer, Denise Stewart, Katie Durbin and Daniel McKeehan which constituted a quorum.

Voting member absent was Bryson Gordon.

Also present were Sean Slamon (Carson City Fire Chief), Ken Furlong (Carson City Sheriff), Adam Tully (Carson City District Attorney's Office), Kathie Heath (Volunteer), Nancy Merritt (Carson City Fire Department), Casey Otto (Carson City Sheriff's Office), Jenn Stoffer (Interim Communications Manager), Jim Primka (Carson City Sheriff's Office), James Jacklett (Carson City Public Works), Randall Rice (Carson City Public Works), Bryan Dagerman (PK Electrical Consulting), Aaron Lowe (Carson City Fire Department), Frank Abella (Carson City Information Technology), Dan Stucky (Carson City Public Works), Ron Reed (Carson City Facilities Maintenance) and Darren Anderson (Carson City Public Works) *by phone*.

3. Public Comment**

There were no public comments.

4. For Possible Action: Approval of October 19, 2021 Meeting Minutes.

It was moved by Katie Durbin, seconded by Dan McKeehan, with all eyes in favor that the October 19, 2021 meeting minutes be approved as submitted.

5. For Possible Action: Discussion and Possible action regarding the election of a Chair and Vice Chair.

It was moved by Katie Durbin and seconded by Denise Bauer for Denise Stewart to remain as Chair of the 9-1-1 Surcharge Committee. With all ayes in favor, this action was approved.

It was moved by Katie Durbin and seconded by Denise Bauer for Daniel McKeehan to remain as Vice Chair of the 9-1-1 Surcharge Committee. With all ayes in favor, this action was approved.

6. For Discussion Only (No Action): Discussion and presentation on revenue and expenditures in the 9-1-1 Surcharge Fund. *(Kathie Heath)*

Kathie said that there was nothing unusual to report and that everything has been identified. It was explained how the financial reports that were provided for review showed that the remaining balance from last year have been moved and carried over to the current year. It was also reported that there was one item that was being addressed, with the help of Casey Otto, which is a \$15,000 charge that was charged to the Surcharge that should have been charged to Public Works. Once this is resolved, the money will be brought back to the Surcharge. Kathie stated that included were projections for agenda item eight - "UPS" equipment upgrades at the Public Safety Dispatch Center on the report should the "UPS" project move forward.

7. For Possible Action: Discussion and possible action regarding the expenditure of an amount not to exceed \$115,500 over a five-year period to Bryx, Inc. for a Station Alerting program, and related support, that allows for resource-based paging, redundancy, and compatibility with P25 radio technology. *(Aaron Lowe)*

Aaron Lowe reported on the process of why Bryx was chosen for the Station Alerting System. Aaron will be working with James Jacklett who will coordinate the installation with station alerting and any factors that IT would be involved in. Aaron is asking for the money in order to move forward. Aaron said that if at any time it is decided that Bryx is not compatible with Control Systems, IT, or any other areas, it would be brought back before the Committee to reevaluate other options. At this time this is the direction that has been decided to go in for now.

Dan McKeehan asked about the original \$115,600 that had been approved for this project, (Kathie interjected that there was \$113,600 left at this time). Dan asked if this is included in that original amount. Aaron responded with yes. Dan then asked if this will be for all fire stations and all personnel. Aaron said yes and that two Carson City Sheriff employees are currently demoing it as well. Dan asked if this system was tone based or verbal. Aaron answered that it will be both.

Sean Slamon interjected that this new system will be able to move to, as well as be compatible at the new fire station.

Denise Stewart asked how soon this would be put into place. Aaron answered hopefully by the end of the fiscal year.

Dan asked what the action was on this item since money had already been previously approved? Adam Tully responded that it would be to approve this new amount with this new vendor.

Kathie asked if this will be something paid monthly, annually, or a one time out pay. Aaron responded that there were two options, a onetime purchase or pay over five years. Ken Furlong asked if the onetime purchase covered five years. Aaron answered yes.

Denise asked if there was a large difference between the two payment proposals? Aaron answered no, it was just dividing up the payments. Aaron offered the estimates to anyone who wanted them to review. Dan asked if an option needed to be chosen? Adam said no, that as long as the proposal amount stayed under the original \$115,000 there was flexibility. Katie asked if this will need to go before the Board of Supervisors and Adam answered with yes.

It was moved by Katie Durbin, seconded by Dan McKeehan, with all eyes in favor of approving item as presented.

8. **For Possible Action:** Discussion and possible action regarding the expenditure of an amount not to exceed \$338,200 to construct uninterruptable power supply (“UPS”) equipment upgrades at the Public Safety Dispatch Center. *(Randall Rice, Darren Anderson)*

Randall Rice gave a brief background of the project. In July 2020, the Carson City 911 Dispatch Center Assessment Report by PK Electrical was presented. There were 11 deficiencies. #1 and #2 took priority. #1 is under way. \$60,000 was requested to proceed with the design and engineering of priority #2 – which is the UPS System. At this time \$19,000 has been expended to bring the report that Randall provided for this meeting. An additional \$12,000 is being requested to proceed into construction. This is to cover any unforeseen changes or updates that may occur during construction. The total amount requested was \$370,000. \$338,200 is now being requested, as \$60,000 has already been approved. The full amount will not be used. It is suggested that roughly \$28,200 will be returned to the Professional Services fund and the \$338,200 would come from the Capital account or however Carson City finance decides to see it through. The requested \$338,200 is to construct. This amount is all inclusive. The original estimate was for \$200,000. However due to the rise in costs for supplies there is cause for the increased amount.

Dan McKeehan asked if the existing analog radio system will continue to be used. James Jacklett answered that the City is in the process of upgrading which is expected to be completed in 2025. We are currently in an interim migration phase. James answered Dan’s question with, there is a certain amount of equipment at the 911 Dispatch Center that will remain and maybe be reduced, but will not substantially affect the sizing of the UPS System.

It was asked what percentage capacity will the UPS be at the end of the installation. Bryan Dagerman answered approximately just under fifty percent for the entire system. One UPS will be able to carry the full load of the electrical infrastructure. There are two UPS systems, so that if one needs to come down for maintenance or goes out, the other UPS will still be able to carry the entire load.

It was moved by Denise Bauer, seconded by Katie Durbin, with all ayes in favor of approving items presented.

Kathie Heath reminded that \$200,000 from the original quote was already in place and that the difference of \$138,200 is the additional amount to reach the \$338,200.

Dan asked what the estimated time of completion is? Randall responded that due to the demand for supplies being so high right now, the completion would probably happen in the fall of 2022. Bryan confirmed this time frame.

Dan asked if there was fire suppression. Bryan responded with no, there is a fire alarm. It was explained that because the room is also a telecommunication room, it is exempt in the International Building Code for suppression.

Ken Furlong asked if the current UPS System was stable with regards to the new project's completion in the fall. James answered that the old system is working today and that there are back up steps to be taken should it go down.

9. For Discussion Only (No Action): Reports of Committee Members

None.

10. Public Comment**

There were no public comments

11. For Possible Action: To adjourn

Katie Durbin motioned to adjourn at 9:06 a.m.

Recorder: Nancy Merritt



STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** August 4, 2022

Staff Contact: Nancy Paulson, City Manager

Agenda Title: For Possible Action: Discussion and possible action regarding a proposed settlement offer in the amount of \$400,000, payable to Plaintiff Tahoe Hemp, LLC, to settle all claims arising from litigation relating to proposed hemp cultivation on Carson City Open Space Property located at 4900 Carson River Road ("Buzzy's Ranch"). (Nancy Paulson, npaulson@carson.org)

Staff Summary: This agenda item is for the Board of Supervisors to consider a settlement offer by the Plaintiff and Appellant, Tahoe Hemp LLC, who has filed a breach of contract lawsuit with related claims against the City based on the decision to not allow hemp to be cultivated at Buzzy's Ranch. If the Board of Supervisors accepts the settlement offer, the District Attorney's Office may proceed with all necessary action to finalize the settlement. If, however, the Board chooses not to accept the settlement offer, the District Attorney's Office will continue to defend the City in an appeal before the Nevada Supreme Court.

Agenda Action: Formal Action / Motion **Time Requested:** 5 Minutes

Proposed Motion

Depends on the Board of Supervisors' decision to accept or reject the settlement offer.

Board's Strategic Goal

Efficient Government

Previous Action

June 18, 2020: The Board of Supervisors authorized the District Attorney's Office to take all necessary action in representing the City in the litigation, including the filing of counterclaims and representing the City on appeal.

January 16, 2020: The Board of Supervisors authorized the District Attorney's Office to initiate litigation relating to the proposed hemp cultivation in consultation with the City Manager if deemed to be in the best interest of the City.

Background/Issues & Analysis

In 2010, Carson City applied for and received a Conservation and Resource Protection Grant (Q-1) from the Nevada Division of State Lands to help fund the purchase of 365 acres of property located at 4900 Carson River Road. The property was purchased from James Jarrard and the Jimmie Pete Jarrard Children's Trust ("Jarrard Trust"). The State Lands grant provided 75 percent of the total project cost (\$2,788,430) with the remaining 25 percent (\$929,477) paid from Carson City Open Space funds.

The Purchase and Sale Agreement between the Jarrard Trust and the City allows Mr. Jarrard to continue ranching and grazing operations on the property provided it does not interfere with or materially impair use of

the Mexican Ditch trail, observation of wildlife and access to wetlands for studies and environmental assessments.

In June 2019, representatives from Tahoe Hemp, LLC (“Tahoe Hemp”) entered the property and began clearing brush in preparation of seeding hemp. Tahoe Hemp did not notify Carson City or seek permission prior to clearing. The District Attorney’s Office sent a cease and desist email to legal counsel for Tahoe Hemp and requested a meeting to discuss the proposed cultivation.

On June 25, 2019, staff met with representatives from Tahoe Hemp on-site to discuss the project and review the area where planting was proposed. Staff informed Tahoe Hemp that more research was necessary to determine the viability of hemp production on City property.

On November 15, 2019, the District Attorney’s Office sent a letter to legal counsel for Tahoe Hemp outlining the City’s concerns and interpretation of the Purchase and Sale Agreement as it related to the production of hemp. The letter indicated that the City could not approve the proposed project because it would jeopardize the grant funding. In response to this correspondence, a representative from Tahoe Hemp, Leslie Goeres, sent an email indicating that Tahoe Hemp planned to enter City property and proceed with site preparation for planting hemp for commercial cultivation without authorization and over the City’s express objection. On November 21, 2019, a cease and desist letter was sent to counsel for Jarrard Trust and Tahoe Hemp via email and certified mail.

On January 15, 2020, Tahoe Hemp filed a Complaint for Breach of Contract, Inverse Condemnation and Writ of Mandamus in the First Judicial District Court naming Carson City as a defendant. On March 9, 2020, Carson City filed its Motion to Dismiss or in the alternative Motion for Summary Judgment seeking dismissal of the complaint on various grounds. Following briefing by the parties, the Court entered an Order Granting in Part and Denying in Part the Motion to Dismiss. The Court ordered Tahoe Hemp to join the State of Nevada Lands Division and James Jarrard as indispensable parties.

On June 1, 2020, Tahoe Hemp filed and served a First Amended Complaint pursuant to the Court’s order. On June 18, 2020, the Board of Supervisors authorized the filing of counterclaims against Jarrard Trust and an Answer and Counterclaim was filed.

Upon the completion of the discovery phase of the litigation, Carson City filed a Motion for Summary Judgment against Tahoe Hemp and Jarrard Trust. Plaintiffs Tahoe Hemp and Jarrard Trust also filed a Motion for Summary Judgment and both motions were fully briefed and submitted to the Court for decision.

On September 13, 2021, the Court granted Carson City’s Motion for Summary Judgment in part, finding in favor of Carson City on almost all claims and counterclaims. The Court did not issue an order on Carson City’s claim for injunctive relief. Carson City filed a motion for attorneys’ fees and costs and was awarded \$16,687.50 in attorneys’ fees and \$29,632.34 in costs. Carson City was awarded nominal damages of \$1 on its counterclaims for a total judgment of \$46,320.84.

Tahoe Hemp and Jarrard Trust filed an appeal of the judgment on March 2, 2022. The case was assigned to the Nevada Supreme Court’s settlement conference program for possible resolution. A mediation was held in front of a court appointed settlement judge on May 9, 2022. After engaging in discussions, Tahoe Hemp made a final settlement offer of \$400,000 to resolve all claims.

If the Board of Supervisors does not accept the settlement offer, the appeal will proceed to briefing and decision before the Nevada Supreme Court.

Applicable Statute, Code, Policy, Rule or Regulation

N/A

Financial Information

Is there a fiscal impact? Yes

If yes, account name/number: Insurance Fund, Claims Payable 5900745-500513

Is it currently budgeted? No

Explanation of Fiscal Impact: If settled, the Insurance Fund, Claims/Settlements Payable 5900745-500513 would be reduced by \$400,000.

Alternatives

N/A

Attachments:

[2021.09.13 Order Granting in Part and Denying in Part Carson City's Motion for Summary Judgment.pdf](#)

[2022.03.02 Case Appeal Statement.pdf](#)

[2022.03.02 Notice of Appeal.pdf](#)

Board Action Taken:

Motion: _____

1) _____

2) _____

Aye/Nay

(Vote Recorded By)

REC'D & FILED

2021 SEP 13 PM 5:17

AUDREY [Signature] CLERK

BY _____ DEPUTY

**IN THE FIRST JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR CARSON CITY**

-oOo-

**TAHOE HEMP LLC, and JAMES
JARRARD as Trustee of the Jimmie Pete
Jarrard Children's Trust,**

Plaintiffs,

vs.

CASE NO. 20 OC 00010 1B

**CARSON CITY, a political subdivision of
the State of Nevada; NEVADA DIVISION
OF STATE LANDS, and DOES 1-10**

DEPT. 2

Defendants.

**CARSON CITY, a political subdivision of
the State of Nevada,**

Counterclaimant,

vs.

**Jimmie Pete Jarrard Children's Trust
and James Jarrard, Trustee,**

Counterdefendants.

**ORDER GRANTING IN PART AND DENYING IN PART CARSON CITY'S
MOTION FOR SUMMARY JUDGMENT**

Procedural Background

1 This matter comes before the Court on Defendant/Counterclaimant Carson City's
2 Motion for Summary Judgment. After being fully briefed, the matter was submitted for
3 decision. The Court hereby enters its Findings of Fact and Conclusions of Law.
4

Findings of Fact

5
6
7 1. In 1996 Carson City voters approved ballot Question #18, the Quality-of-
8 Life Initiative, with the goal of using an increased sales tax to fund the acquisition and
9 preservation of open space, parks, and trails in the city.

10 2. The Board also adopted Carson City Municipal Code (CCMC) 13.06.

11 3. Carson City identified Buzzy's Ranch (the Ranch) as a top priority for
12 acquisition and preservation due to its location next to the Carson River, the extent of
13 wetland and wildlife habitat, and its status as one of the few remaining working cattle
14 ranches left in Carson City.

15 4. On September 28, 2007 Carson City made a Question 1 (Q1) grant
16 application to the Nevada Division of State Lands ("NDSL") Conservation and Resource
17 Protection Grant Program (Conservation Grant) to fund acquisition of the Ranch. The
18 application identified James Jarrard as the Ranch owner. The application includes an
19 Authorization for Representation that Jarrard signed, which authorized Juan Guzman,
20 Carson City Opens Space manager, to act as Jarrard's representative "in connection with
21 the application," and agreed "to be bound by" Guzman. Guzman signed the application
22 on July 28, 2007 and Jarrard signed it on September 28, 2007.

23 6. The "Detailed Description of the Project" section of the Attachment Q1-C:
24 Application Checklist Jarrard Property," states in part:

25 Once the acquisition is completed, Carson City anticipates the continuation
26 of agricultural use of the land through sales, reservations, and leases. . . .
27 Scenic views of the property are enjoyed from higher areas of Carson River
Road and the Mexican ditch Trail and provides a fantastic pastoral
landscape of greenery when the irrigated fields are in season Besides

1 the scenic quality, the property has been in pasture production over 100
2 years, a truly historic asset.”

3 7. The Summary of the Proposed Operation and Maintenance Plan section of
4 the Attachment Q1-C: Application Checklist Jarrard Property, states in part: “It is the
5 intention of Carson City to continue the agricultural practices present on the land.”

6 8. One of the questions in the Attachment Q1-C: Application Checklist
7 is: “Will the proposal result in: a change in . . . vegetation The answer was a
8 checkmark in the “No” column.

9 9. Carson City’s planned use of these properties include habitat
10 preservation, restoration, public recreation, and the continuation of growing
11 pasture. Letter mailed to adjacent property owners and attached to the Q. 1-C
12 Application.

13 10. NDSL awarded Carson City a \$2,793,000 Q1 grant which funded 75% of
14 the total purchase price, Carson City was responsible for the remaining 25%, \$931,048,
15 which it would pay from open space funds.

16 11. Negotiations between Carson City and Jarrard regarding purchase of the
17 Ranch continued until March 26, 2010.

18 12. On April 15, 2010, the Board of Supervisors approved authorizing Guzman
19 to execute the funding agreement and a Nonrevocable Agreement to Restrict Property
20 (“Nonrevocable Agreement”) with the Nevada Division of State Lands (“NDSL”), and to
21 approve the Purchase and Sale Agreement (“PSA”) with Jarrard. Chris MacKenzie,
22 counsel for Jarrard, was present during the meeting when both items were discussed
23 and approved.

24 13. As a condition of the Q1 grant funding, Carson City was required to
25 execute a Nonrevocable Agreement.

26 14. Jarrard had no obligation to be a party to a Nonrevocable Agreement, and
27 he was not a party to that agreement or even mentioned in that agreement.

1 15. The Nonrevocable Agreement defined the authorized uses of the Ranch as
2 follows:

3 **Authorized Uses.** Pursuant to this Nonrevocable Agreement to Restrict
4 Property, Grantee agrees that the Property will be used only for open space
5 purposes that are consistent with the objectives for which the Property is
6 acquired and the local jurisdiction's adopted open space plan. The Grantee
7 further agrees that the Property will be used for ranching and purposes that
8 are consistent with the protection or enhancement of wildlife habitat,
9 protection of sensitive or unique vegetation, protection of historic or
10 cultural resources, protection of riparian corridors, floodplains, or wetlands
11 and/or to protect or preserve the benefits of the Property or natural
12 resources within the State for the public.

13 16. The Nonrevocable Agreement contains a penalty clause that requires
14 Carson City to convey the Ranch to the State of Nevada if corrective action was not taken
15 to cure an unauthorized use or threat of an unauthorized use. Additionally, any
16 unauthorized use would also subject Carson City to a penalty of being forced to repay
17 NDSL the total amount of the grant, \$2,793,000.

18 17. On April 21, 2010, Jarrard entered into the PSA with Carson City for the
19 purchase of the Ranch consisting of three parcels of real property totaling 368.78 acres.

20 18. Section B of the PSA states Carson City acquired the Ranch to "preserve
21 open space and for other purposes as set forth in Carson City Municipal Code Chapter
22 13.06."

23 19. Section 4(g) of the PSA states: "Title to the Property shall be conveyed by
24 Grant, Bargain and Sale Deed AND MUST CONTAIN THE FOLLOWING LANGUAGE:
25 "This land was purchased with the Quality-of-Life Sales and Use Tax and is subject to
26 the provisions of the Carson City Municipal Code Section 13.06."

27 20. CCMC 13.06.010 states in part: "In the broadest sense, the objective of the
open space program is to promote quality of life for citizens of Carson City through the
preservation and protection of the quality of the natural environment which has given
Carson City much of its character."

1 21. CCMC 13.06.100 states in part, “generally, lands acquired with open space
2 funds shall be preserved and managed in or near natural condition. Such lands might
3 include . . . agricultural lands.”

4 22. Under the PSA Jarrard retained “the right to use of the Property for
5 grazing livestock, ranching and other agricultural purposes” subject to the conditions of
6 Section 9 of the PSA. The PSA allowed Jarrard to “manage and conduct agricultural
7 activities on the Property, directly or through a third-party lease” and included the right
8 to irrigate “according to Seller’s historical practices.”

9 23. Section 7(c) of the PSA provides: “SELLER shall not commit knowingly or
10 suffer to be committed any waste in or upon the Property. Waste shall include, but not
11 be limited to, any injury to the Property which renders it in a condition materially
12 different from its condition at the date of this Agreement.

13 24. The PSA identified a Grazing Lease and Crop Sharing Agreement with
14 Michael “Mickey” Andersen that survived close of escrow pursuant to Jarrard’s
15 reservation of use.

16 25. The PSA, Nonrevocable Agreement, and Deed were recorded against the
17 parcels of property sold to Carson City by Jarrard.

18 26. For more than 10 years after execution of the PSA, Jarrard continued
19 cattle grazing and pasture production on the Ranch through crop sharing agreements
20 and grazing leases with Mickey Andersen. No farming or other crop cultivation has
21 been conducted on the property and it remains a working cattle ranch.

22 27. The 2018 Federal Farm Bill is part of the Agricultural Act of 2018 which
23 legalized the production and sale of hemp. Jarrard using the Federal Farm Bill.

24 28. On June 6, 2019, Jarrard and Tahoe Hemp, LLC (“Tahoe Hemp”), through
25 Robert Lopez (“Lopez”) executed a document titled “Lease/Rental Agreement” on a
26 printed Residential Lease/Rental Agreement (“Rental Agreement”) template produced
27

1 by the Reno-Sparks Association of Realtors with certain blank spaces filled in by Jarrard
2 and/or Tahoe Hemp with typewritten terms.

3 29. The Rental Agreement lists the Ranch as the premises, \$40,000 for rent,
4 with a deposit of \$10,000 paid on June 6, 2019 and the balance to be paid upon crop
5 harvest and payment from buyer. The Rental Agreement lists Jarrard as the owner of
6 the Ranch.

7 30. The Rental Agreement form includes a term stating that the premises will
8 be used exclusively as a residence, but it also provides rent would begin from the
9 issuance of a Hemp Growers License from the Nevada Department of Agriculture. The
10 Rental Agreement was for 12 months.

11 31. Jarrard also executed a "Notarized Authorization" stating that Jarrard and
12 Tahoe Hemp were negotiating a possible lease of a portion of the Ranch to Tahoe Hemp
13 for agricultural purposes. The Notarized Authorization authorized Tahoe Hemp to use
14 Jarrard's irrigation water rights and exercise his rights on the property upon execution
15 of an acceptable lease.

16 32. The Rental Agreement and Notarized Authorization were submitted to the
17 Nevada Department of Agriculture ("NDA") on or about June 6, 2019, with an
18 application for a hemp grower's certificate.

19 33. The hemp grower's application contains a section regarding ownership of
20 the intended hemp cultivation site. The applicant must either check a box indicating
21 they are the legal landowner of the proposed site or provide a notarized statement from
22 the legal landowner authorizing cultivation of industrial hemp on the property.

23 34. Tahoe Hemp did not request or obtain a notarized authorization from
24 Carson City, the legal landowner, prior to submitting the application for a hemp
25 grower's certificate to the NDA.
26
27

1 35. On or about June 19, 2019, before NDA issued Tahoe Hemp a hemp
2 grower's certificate, Lopez entered the Ranch and started clearing brush to prepare the
3 field for planting with hemp seed.

4 36. When Carson City learned Tahoe Hemp was clearing brush on the Ranch it
5 contacted Jarrard's attorney and requested Jarrard stop Tahoe Hemp from further
6 clearing of the brush.

7 37. On June 21, 2019, NDA issued an industrial hemp grower's certificate to
8 Tahoe Hemp for 98.2 acres on the Ranch.

9 38. Three days later, NDA revoked the certificate because Tahoe Hemp did not
10 have the proper landowner approval. NDA advised Tahoe Hemp not to produce hemp
11 on the Ranch. NDA acknowledged Carson City as the owner of the Ranch and NDA
12 could not approve a grower's certificate until Tahoe Hemp obtained proper landowner
13 approval.

14 39. On June 25, 2019, Carson City representatives met on-site at the Ranch
15 with Mr. Mackenzie, Lopez, Mr. Andersen and a few other people on-site to tour the
16 property and discuss the proposed plan for cultivation.

17 40. On July 2, 2019, Carson City informed Mr. Mackenzie that Tahoe Hemp
18 would have to obtain the Board of Supervisors' approval for a notarized authorization
19 for the hemp grower's application and the earliest date that could occur would be early
20 August 2019.

21 41. Mr. MacKenzie acknowledged this information and stated he passed along
22 the news to Lopez.

23 42. Lopez sent an email to NDA on July 25, 2019, which said he decided not to
24 move forward with the application in Carson City and requested a refund of the
25 application fee.

26 43. Carson City continued to research hemp cultivation and its possible
27 impact on the property and ramifications with the Nonrevocable Agreement and grant

1 funding. This included a meeting with the Director of NDSL.

2 44. After concluding that hemp cultivation would jeopardize the funding and
3 ownership of the property, Carson City sent a letter to Tahoe Hemp on November 15,
4 2019, and outlined the reasons Carson City declined to provide notarized authorization
5 to grow hemp on the Ranch.

6 45. Tahoe Hemp responded by stating Tahoe Hemp's intended to enter the
7 Ranch, begin turning the soil and proceed with planting hemp seed over Carson City's
8 objection.

9 10 **Legal Standard**

11 Summary judgment is proper and "shall be rendered forthwith" when the
12 pleadings and other evidence on file demonstrate that no genuine issue as to any
13 material fact remains and that the moving party is entitled to a judgment as a matter of
14 law. NRCP 56; *Tucker v. Action Equip. and Scaffold Co.*, 113 Nev. 1349, 1353, 951 P.2d
15 1027, 1029 (1997). When reviewing a motion for summary judgment, the evidence, and
16 any reasonable inferences drawn from it, must be viewed in a light most favorable to the
17 nonmoving party. *Lipps v. Southern Nevada Paving*, 116 Nev. 497, 498, 998 P.2d 1183,
18 1184 (2000) (citing *Butler v. Bogdanovich*, 101 Nev. 449, 451, 705 P.2d 662, 663
19 (1985)). However, the nonmoving party may not defeat a motion for summary
20 judgment by relying "on the gossamer threads of whimsy, speculation and conjecture."
21 *Pegasus v. Reno Newspapers, Inc.*, 118 Nev. 706, 713-14, 57 P.3d 82, 87 (2002)
22 (quoting *Posadas v. City of Reno*, 109 Nev. 448, 452, 851 P.2d 438, 442 (1993)).

23 "When a motion for summary judgment is made and supported as required by
24 NRCP 56, the non-moving party may not rest upon general allegations and conclusions,
25 but must, by affidavit or otherwise, set forth specific facts demonstrating the existence
26 of a genuine factual issue." *Pegasus*, 118 Nev. at 713, 57 P.3d at 87. Summary judgment
27 is appropriate under NRCP 56 when the pleadings and evidence that are properly before

1 the court demonstrate that no genuine issue of material fact exists, and the moving
2 party is entitled to judgment as a matter of law. *Wood v. Safeway, Inc.*, 121 Nev. 724,
3 731, 121, P. 3d 1026, 1031 (2005) (citing *Pegasus*, 118 Nev. at 713, 57 P.3d at 87). A
4 factual dispute is genuine when the evidence is such that a rational trier of fact could
5 return a verdict for the nonmoving party. *Id.*

6 7 **Analysis**

8 The dispute between the parties boils down to whether the Property Settlement
9 Agreement permits growing hemp on the Ranch.

10 Jarrard argued that under the unambiguous terms of the PSA it retained the right
11 to use the Ranch for agricultural purposes and that nothing in the PSA prohibits
12 growing hemp. The parties agreed in paragraph 17 of the PSA that they “intend the plain
13 meaning of the provisions herein.” “Agriculture” means “the science or art of the
14 production of plants . . . for man’s use.” *Webster’s Third New International Dictionary*
15 44 (2002). In general, the term “agricultural purposes” would include the production of
16 hemp. The parties also agreed in paragraph 17 that the PSA contains the entire
17 agreement between the parties.

18 The following analysis assumes the PSA is unambiguous and therefore does not
19 consider parole evidence.

20 Carson City bargained for and the PSA specifically provides that Carson City
21 bought the Ranch “to preserve the open space qualities” of the Ranch, and “to manage
22 and conduct agricultural activities” on the Ranch. Under Section 7(c) of the PSA Jarrard
23 agreed not to “commit knowingly or suffer to be committed any waste in or upon the
24 Property.” “Waste” is defined in Section 7(c) and it “include[s], but [is] not be limited to,
25 any injury to the Property which renders it in a condition materially different from its
26 condition at the date of this Agreement.”

1 Tahoe Hemp's plan to destroy 98.2 acres—27% of the total acreage of the Ranch—
2 98.2 acres of existing pasture and/or natural habitat and replace it with an industrial
3 hemp operation will render the Ranch in a condition materially different from its
4 condition at the date of the PSA.

5 Tahoe Hemp's plan and brush clearing constitutes waste as defined by the PSA.
6 Tahoe Hemp's clearing of pasture and/or natural vegetation on the Ranch and its stated
7 intention to begin turning the soil and planting hemp seed violated the PSA.

8 Jarrard breached its duty not to commit knowingly or suffer to be committed any
9 waste in or upon the property by signing the agreement with Tahoe Hemp which
10 resulted in Tahoe Hemp starting to clear brush on the Ranch in preparation for the
11 hemp seeding. If the contract is ambiguous and parole evidence were considered,
12 Carson City's case is stronger because of the language included in the Q1.

13 14 **Conclusions of Law**

15 No genuine issue as to any material fact remains and entry of summary judgment
16 is appropriate.

17 Tahoe Hemp has standing to bring claims against Carson City.

18 Because Jarrard is not a party to the Nonrevocable Agreement neither he nor his
19 designee has duties or obligations under that agreement.

20 Tahoe Hemp's clearing brush on the Ranch, to implement a plan to destroy 98.2
21 acres of existing pasture and/or natural habitat—27% of the total acreage of the
22 Property—98.2 acres of existing pasture and/or natural habitat and replace it with an
23 industrial hemp operation violated the PSA.

24 Jarrard breached his duty not to commit knowingly or suffer to be committed any
25 waste in or upon the property by signing the agreement with Tahoe Hemp which
26 resulted in Tahoe Hemp starting to clear brush on the Ranch in preparation for the
27 hemp seeding.

1 Carson City was not obligated to sign the Hemp Grower's Application.

2 Carson City did not breach the Purchase and Sale Agreement by refusing to
3 submit the Notarized Authorization to the Agricultural Department.

4 Carson City did not breach the implied covenant of good faith and fair dealing.

5 Carson City did not take any real or personal interest in any private property
6 from Jarrard or Tahoe Hemp.

7 Carson City is entitled to a declaratory judgment.

8 Carson City did not provide points and authorities in support of summary
9 judgment on the injunction claim.

10
11 **THE COURT ORDERS:**

12 Carson City's motion for summary judgment on all of Jarrard's and Tahoe
13 Hemp's claims in their First Amended Complaint is granted and judgment will be
14 entered in favor of Carson City.

15 Carson City's breach of contract and declaratory relief claims are granted and
16 judgment will be entered in favor of Carson City on those claims.

17 Carson City's claim for injunctive relief is denied.

18
19 DATED this 13 day of September, 2021.

20
21
22 
23 _____
24 James E. Wilson, Jr.
25 District Judge
26
27

1
2 **CERTIFICATE OF SERVICE**

3 I certify that I am an employee of the First Judicial District Court of Nevada; that
4 on the 13 day of September 2021, I served a copy of this document by placing a true
5 copy in an envelope addressed to:

6 Richard G. Campbell, Jr., Esq. 7 Sihomara L. Graves, Esq. 8 Severin A. Carlson, Esq. 9 50 West Liberty Street 10 Suite 700 11 Reno, NV 89501	12 Benjamin R. Johnson, Esq. 13 Office of the District Attorney 14 885 E. Musser St., Ste. 2030 15 Carson City, NV 89701
---	---

16 the envelope sealed and then deposited in the Court's central mailing basket in the court
17 clerk's office for delivery to the USPS at 1111 South Roop Street, Carson City, Nevada, for
18 mailing.

19
20
21
22
23
24
25
26
27

28 Billie Shadron
29 Judicial Assistant

1 KAEMPFER CROWELL
Richard G. Campbell, Jr., No. 1832
2 Severin A. Carlson, No. 9373
Sihomara L. Graves, No. 13239
3 50 West Liberty Street, Suite 700
Reno, Nevada 89501
4 Telephone: (775) 852-3900
Facsimile: (775) 327-2011
5 rcampbell@kcnvlaw.com
scarlson@kcnvlaw.com
6 sgraves@kcnvlaw.com

7 Attorneys for Plaintiff Tahoe Hemp LLC and James
Jarrard as Trustee of the Jimmie Pete Jarrard Children's
8 Trust; and Counterdefendants Jimmie Pete Jarrard Children's
Trust and James Jarrard as Trustee
9

10 IN THE FIRST JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
11 IN AND FOR CARSON CITY

12 Tahoe Hemp, LLC; and James Jarrard as Trustee of
the Jimmie Pete Jarrard Children's Trust,
13 Plaintiffs,

Case No.: 20 OC 00010 1B

Dept. No.: 2

14 vs.

15 Carson City, a political subdivision of the State of
Nevada; Nevada Division of State Lands, and
16 Defendant DOES 1-10,

17 Defendants.

18 Carson City, a political subdivision of the State of
Nevada,

19 Counterclaimant,

20 vs.

21 Jimmie Pete Jarrard Children's Trust and James
Jarrard, Trustee,

22 Counterdefendants.

23 CASE APPEAL STATEMENT
24

1 **1. Name of appellant filing this case appeal statement:**

2 Appellants are Tahoe Hemp, LLC, individually and James Jarrard as Trustee of the
3 Jimmie Pete Jarrard Children's Trust (collectively, "Appellants").

4 **2. Identify the judge issuing the decision, judgment or order appealed from:**

5 The Honorable District Judge James E. Wilson, Jr.

6 **3. Identify each appellant and the name and address of counsel for each
7 appellant:**

8 There are two appellants: Tahoe Hemp, LLC, individually and James Jarrard as Trustee
9 of the Jimmie Pete Jarrard Children's Trust.

10 Counsel for all Appellants:

11 Richard G. Campbell, Esq.
12 Severin A. Carlson, Esq
13 Sihomara L. Graves, Esq.
14 KAEMPFER CROWELL
15 50 West Liberty St., Suite 700
16 Reno, Nevada 89501

17 **4. Identify each respondent and the name and address of appellate counsel, if
18 known, for each respondent (if the name of a respondent's appellate counsel is unknown,
19 indicate as much and provide the name and address of that respondent's trial counsel):**

20 The respondent is Carson City (hereinafter "Respondent"), a political subdivision of the
21 State of Nevada.

22 Appellants are not aware of whether Respondent have retained separate appellate
23 counsel. Counsel for Respondent in the District Court is as follows:

24 Jason D. Woodbury
 J. Daniel Yu
 Benjamin R. Johnson
 Office of the District Attorney
 855 E. Musser Street, Suite 2030
 Carson City, Nevada 89701

1 **5. Indicate whether any attorney identified above in response to question 3 or 4**
2 **is not licensed to practice law in Nevada and, if so, whether the district court granted that**
3 **attorney permission to appear under SCR 42 (attach a copy of any district court order**
4 **granting such permission):**

5 All attorneys are licensed in Nevada.

6 **6. Indicate whether Appellants were represented by appointed or retained**
7 **counsel in the district court:**

8 Appellants were represented by retained counsel identified in response to question 3.

9 **7. Indicate whether Appellants are represented by appointed or retained counsel**
10 **on appeal:**

11 Appellants are represented by the retained counsel identified in response to question 3.

12 **8. Indicate whether Appellants were granted leave to proceed in *forma pauperis***
13 **and the date of entry of the district court order granting such leave:**

14 Not applicable.

15 **9. Indicate the date the proceeding commenced in the district court, e.g., date of**
16 **complaint, indictment, information or petition was filed:**

17 The Complaint was filed on or about January 15, 2020.

18 **10. Provide a brief description of the nature of the action and result in the district**
19 **court, including the type of judgment or order being appealed and the relief granted by**
20 **the district court:**

21 This action originated as a contract dispute between Plaintiffs, Tahoe Hemp, LLC,
22 individually and James Jarrard as Trustee of the Jimmie Pete Jarrard Children's Trust
23 ("Plaintiffs") and Defendant, Carson City ("Carson City"), specifically that per the terms and
24 conditions of the Purchase and Sale Agreement ("PSA") between Carson City and the Jimmie

1 Pete Jarrard Children's Trust ("Jarrard"), the latter retained the agricultural rights to a parcel of
2 land without limitation as to what sort of agricultural activities Jarrard could maintain on that
3 land, including but not limited to, hemp cultivation. Plaintiffs filed their Complaint on the basis
4 that Carson City violated Jarrard's agricultural rights by illegally and wrongfully interfering with
5 those rights in breach of the PSA. Carson City filed its counterclaim against Plaintiffs, claiming
6 that the PSA limited Jarrard's reservation of use of the land, including hemp cultivation, and that
7 the PSA did not reference or identify any other uses or third-party beneficiaries on the property.
8 Carson City alleged in its counterclaim that Jarrard breached the PSA by entering into an invalid
9 lease with Tahoe Hemp, LLC for the cultivation of hemp on the Ranch, without Carson City's
10 authorization and over its express objection, and in violation of Chapter 13.06 of the Carson City
11 Municipal Code ("CCMC") and Nonrevocable Agreement to Restrict Property between Carson
12 City and Jarrard. A bench trial was scheduled to commence on October 18, 2021 with a pretrial
13 conference scheduled on September 14, 2021.

14 Plaintiffs filed their Motion for Partial Summary Judgment on July 26, 2021.
15 Carson City filed its own Motion for Summary Judgment on July 26, 2021. Defendant Carson
16 City filed its Opposition to the Motion for Partial Summary Judgment on August 8, 2021 and
17 Plaintiffs filed their Opposition to Carson City's Motion for Summary Judgment on August 12,
18 2021. Plaintiffs filed their Reply in support of the Motion for Partial Summary Judgment on
19 August 19, 2021 and filed a Request for Submission of the Motion for Partial Summary
20 Judgment on August 23, 2021. Carson City filed its Reply in support of the Motion for
21 Summary Judgment on August 23, 2021 and Request for Submission regarding the same.

22 On September 13, 2021, the Court entered an Order Granting in Part and Denying in
23 Part Carson City's Motion for Summary Judgment (the "Order") where it issued Findings of
24 Fact, Conclusions of Law, and Order ("FFCL") in favor of Defendant Carson City with respect

1 to all of Plaintiff's claims, Defendant Carson City's breach of contract and declaratory relief
2 claims. However, the Court denied Carson City's injunctive relief claim and failed to issue any
3 findings of fact, conclusions of law, or otherwise adjudicate the issue of damages. The Court
4 vacated the September 14, 2021 pretrial conference and October 18, 2021 bench trial on
5 September 13, 2021.

6 On December 8, 2021, the parties entered into a Stipulation on the issue of damages
7 resolving the remaining adjudicated issue in the case. The Court approved the Stipulation and
8 entered its Order granting the Stipulation on December 10, 2021; with Notice of Entry of the
9 same filed December 17, 2021. The Final Judgment was entered on February 22, 2022 and the
10 Notice of Entry of Judgment was filed on February 23, 2022.

11 This appeal is made on the Court's September 13, 2021 Order Granting in Part and
12 Denying in Part Carson City's Motion for Summary Judgment which became a Final Judgement
13 entered on February 22, 2022 and has become ripe for appeal upon the notice of entry of the
14 Final Judgment entered on February 23, 2022.

15 **Indicate whether the case has previously been the subject of an appeal to or original**
16 **writ proceeding in the Supreme Court and, if so, the caption and Supreme Court docket**
17 **number of the prior proceeding:**

18 This case has not previously been the subject of an appeal or original writ proceeding.

19 **11. Indicate whether this appeal involves child custody or visitation:**

20 This appeal does not involve child custody or visitation.

21 **12. If this is a civil case, indicate whether this appeal involves the possibility of**
22 **settlement:**

23 This appeal involves the possibility of settlement.

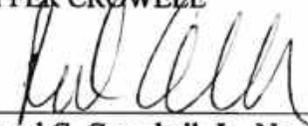
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AFFIRMATION: The undersigned affirms pursuant to NRS 239B.030 that the preceding document does not contain the social security number of any person.

DATED: March 2, 2022.

KAEMPFER CROWELL

By: 

Richard G. Campbell, Jr., No. 1832
Severin A. Carlson, No. 9373
Sihomara L. Graves, No. 13239
50 West Liberty Street, Suite 700
Reno, Nevada 89501

Attorneys for Plaintiffs Tahoe Hemp LLC and James Jarrard as Trustee of the Jimmie Pete Jarrard Children's Trust; and Counterdefendants Jimmie Pete Jarrard Children's Trust and James Jarrard as Trustee

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CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am employed by the law firm of Kaempfer Crowell, and that on this 2nd day of March, 2022, I deposited for mailing in Reno, Nevada, a true and correct copy of the foregoing document **CASE APPEAL STATEMENT** addressed to the following:

Jason D. Woodbury
J. Daniel Yu
Benjamin R. Johnson
OFFICE OF THE DISTRICT ATTORNEY
855 E. Musser Street, Suite 2030
Carson City, Nevada 89701

Attorneys for Defendant Carson City

DATED: March 2nd, 2022



Brittany Sheehan
An employee of Kaempfer Crowell

RECEIVED

MAR 03 2022

**Carson City
District Attorney**

1 KAEMPFFER CROWELL
Richard G. Campbell, Jr., No. 1832
2 Severin A. Carlson, No. 9373
Sihomara L. Graves, No. 13239
3 50 West Liberty Street, Suite 700
Reno, Nevada 89501
4 Telephone: (775) 852-3900
Facsimile: (775) 327-2011
5 rcampbell@kcnvlaw.com
scarlson@kcnvlaw.com
6 sgraves@kcnvlaw.com

7 Attorneys for Plaintiff Tahoe Hemp LLC and James
Jarrard as Trustee of the Jimmie Pete Jarrard Children's
8 Trust; and Counterdefendants Jimmie Pete Jarrard Children's
Trust and James Jarrard as Trustee
9

10 IN THE FIRST JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

11 IN AND FOR CARSON CITY

12 Tahoe Hemp, LLC; and James Jarrard as Trustee of
the Jimmie Pete Jarrard Children's Trust,
13 Plaintiffs,

14 vs.

15 Carson City, a political subdivision of the State of
Nevada; Nevada Division of State Lands, and
16 Defendant DOES 1-10,

Defendants.

17 Carson City, a political subdivision of the State of
Nevada,

18 Counterclaimant,

19 vs.

20 Jimmie Pete Jarrard Children's Trust and James
Jarrard, Trustee,

21 Counterdefendants.
22

23 NOTICE OF APPEAL
24

REC'D & FILED

2022 MAR -2 PM 3: 53

AUBREY ROY ATT
Electronically Filed
BY Mar 04 2022 01:23 p.m.
Elizabeth A. Brown
Clerk of Supreme Court

1 Notice is hereby given that Tahoe Hemp, LLC, a Nevada limited liability company
2 individually and James Jarrard as Trustee of the Jimmie Pete Jarrard Children's Trust, hereby
3 appeal to the Supreme Court of Nevada from the District Court's Order Granting in Part and
4 Denying in Part Carson City's Motion for Summary Judgment, which became final pursuant to
5 the Final Judgment entered on February 22, 2022, and is attached hereto as **Exhibit 1**. The
6 Notice of Entry of Final Judgment was filed on February 23, 2022 and is attached hereto as
7 **Exhibit 2**.

8 **AFFIRMATION:** The undersigned affirms pursuant to NRS 239B.030 that the
9 preceding document does not contain the social security number of any person.

10 DATED: March 2, 2022.

11 KAEMPFFER-CROWELL

12 By: 

13 Richard G. Campbell, Jr., No. 1832
14 Severin A. Carlson, No. 9373
15 Sihomara L. Graves, No. 13239
50 West Liberty Street, Suite 700
Reno, Nevada 89501

16 Attorneys for Plaintiffs Tahoe Hemp LLC and
17 James Jarrard as Trustee of the Jimmie Pete
18 Jarrard Children's Trust; and Counterdefendants
19 Jimmie Pete Jarrard Children's Trust and James
20 Jarrard as Trustee

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EXHIBIT INDEX

EXHIBIT	DESCRIPTION	PAGES
1	Final Judgment	2
2	Notice of Entry and Final Judgment	6

REC'D & FILED
2022 FEB 22 PM 4:25

AUBREY ROY
CLERK
BY  DEPUTY

1 JASON D. WOODBURY
District Attorney, Bar No. 6870
2 J. DANIEL YU
Assistant District Attorney, Bar No. 10806
3 BENJAMIN R. JOHNSON
Senior Deputy District Attorney, Bar No. 10632
4 885 E. Musser Street, Suite 2030
5 Carson City, NV 89701
(775) 887-2072
6 bjohnson@carson.org
7 Attorneys for Defendant and
Counterclaimant Carson City

8
9 IN THE FIRST JUDICIAL DISTRICT COURT OF NEVADA
CARSON CITY

10 Tahoe Hemp LLC; and James Jarrard as
11 Trustee of the Jimmie Pete Jarrard
12 Children's Trust,

Case No.: 20 OC 00010 1B

Dept. No.: 2

13 Plaintiff,

14 v.

JUDGMENT

15 Carson City, a political subdivision of the
16 State of Nevada, Defendant DOES 1-10,
and Nevada Division of State Lands.

17 Defendants.

18 Carson City, a political subdivision of the
19 State of Nevada,

20 Counterclaimant,

21 v.

22 Jimmie Pete Jarrard Children's Trust
and James Jarrard, Trustee,

23 Counterdefendants.

24 On September 13, 2021, the Court entered its Order Granting In Part and
25 Denying in Part Carson City's Motion for Summary Judgment ("Order"). The Court

Office of the District Attorney
Carson City, Nevada
885 East Musser St., Suite 2030, Carson City, Nevada 89701
Tel: (775) 887-2070 Fax: (775) 887-2128

Office of the District Attorney
Carson City, Nevada
885 East Musser St., Suite 2030, Carson City, Nevada 89701
Tel: (775) 887-2072 Fax: (775) 887-2126

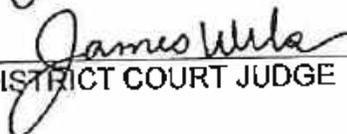
1 granted summary judgment in Carson City's Favor on Carson City's breach of contract
2 and declaratory judgment claims. The Court also granted summary judgment in
3 Carson City's favor and against Tahoe Hemp, LLC and the Jimmie Pete Jarrard
4 Children's Trust and James Jarrard as Trustee on all of Plaintiffs claims for relief. On
5 December 10, 2021, the parties filed a Stipulation regarding damages for a nominal
6 award of \$1.00. Good cause appearing, the Court hereby enters Judgment as follows:

7 IT IS ORDERED AND ADJUDGED that the Defendant, Carson City, recover
8 nominal damages from Defendants Tahoe Hemp, LLC and the Jimmie Pete Jarrard
9 Children's Trust and James Jarrard as Trustee, in the sum of \$1.00.

10 IT IS FURTHER ORDERED AND ADJUDGED that Defendant Carson City
11 recover \$16,687.50 in attorneys' fees and \$29,632.34 in costs for a total judgment of
12 \$46,320.84.

13 IT IS FURTHER ORDERED AND ADJUDGED that based on the Court's
14 findings as set out in its Order of September 13, 2021, Defendant's request for
15 declaratory relief is granted and IT IS DECLARED that: Hemp is not an allowed
16 agricultural use of the subject property, 4900 Carson River Road and hemp cultivation
17 would violate the terms of the Purchase and Sale Agreement, the Nonrevocable
18 Agreement to Restrict Property and the requirements of Carson City Municipal Code
19 13.06.

20 DATED this 22 day of February, 2022.

21 
22 DISTRICT COURT JUDGE

23 Prepared by:
24 Benjamin R. Johnson, Bar No. 10632
25 885 E. Musser Street, Suite 2030
Carson City, NV 89701
(775) 887-2072

REC'D & FILED
2022 FEB 23 AM 9:54
AUBREY ROWLATT
CLERK
BY COOPER
DEPUTY

1 JASON D. WOODBURY
District Attorney, Bar No. 6870
2 J. DANIEL YU
Assistant District Attorney, Bar No. 10806
3 BENJAMIN R. JOHNSON
Deputy District Attorney, Bar No. 10632
4 Nevada Bar No. 10632
885 E. Musser Street, Suite 2030
5 Carson City, Nevada 89701
(775) 887-2070
6 Attorneys for Defendant and
Counterclaimant Carson City
7

8 IN THE FIRST JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
9 IN AND FOR CARSON CITY

10 Tahoe Hemp LLC; and James Jarrard as
Trustee of the Jimmie Pete Jarrard
11 Children's Trust,

Case No.: 20 OC 00010 1B

Dept: II

12 Plaintiff,

13 v.

14 Carson City, a political subdivision of the
State of Nevada, Defendant DOES 1-10,
15 and Nevada Division of State Lands.

16 Defendant.

17 Carson City, a political subdivision of the
State of Nevada,

18 Counterclaimant,

19 v.

20 Jimmie Pete Jarrard Children's Trust
21 and James Jarrard, Trustee,

22 Counterdefendants.

23 NOTICE OF ENTRY OF JUDGMENT

24 TO: ALL INTERESTED PARTIES:
25

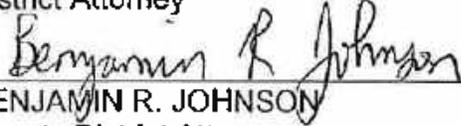
Office of the District Attorney
Carson City, Nevada
885 East Musser St., Suite 2030, Carson City, Nevada 89701
Tel.: (775) 887-2070 Fax: (775) 887-2128

1 PLEASE TAKE NOTICE that on February 22, 2022, the above-captioned Court
2 entered a Judgment in the above-referenced case. A copy of said Judgment is
3 attached hereto as Exhibit 1.

4 DATED this 23rd day of February, 2022.

5 JASON D. WOODBURY
6 District Attorney

7 By:


8 BENJAMIN R. JOHNSON
9 Deputy District Attorney

1 CERTIFICATE OF SERVICE

2 I certify that I am an employee of the Office of the Carson City District Attorney,
3 and that on this 23rd day of February, 2022, I served a true and correct copy of the
4 foregoing **NOTICE OF ENTRY OF JUDGMENT** on the following parties by first class
5 mail, postage prepaid:

6 Richard C. Campbell, Jr., Esq.
7 Severin A. Carlson, Esq.
8 Sihomara L. Graves, Esq.
9 Kaempfer Crowell
10 50 West Liberty Street, Suite 700
11 Reno, NV 89501
12 Attorneys for Plaintiffs and
13 Counterdefendants Tahoe Hemp and Jarrard

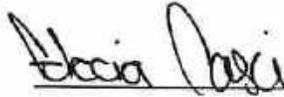
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EXHIBIT 1

EXHIBIT 1

REC'D & FILED
2022 FEB 22 PM 4:25

AUBREY ADWALAP
CLERK
BY  DEPUTY

1 JASON D. WOODBURY
District Attorney, Bar No. 6870
2 J. DANIEL YU
Assistant District Attorney, Bar No. 10806
3 BENJAMIN R. JOHNSON
Senior Deputy District Attorney, Bar No. 10632
4 885 E. Musser Street, Suite 2030
5 Carson City, NV 89701
(775) 887-2072
6 bjohnson@carson.org
7 Attorneys for Defendant and
Counterclaimant Carson City

8
9 IN THE FIRST JUDICIAL DISTRICT COURT OF NEVADA
CARSON CITY

10 Tahoe Hemp LLC; and James Jarrard as
11 Trustee of the Jimmie Pete Jarrard
12 Children's Trust,

Case No.: 20 OC 00010 1B

Dept. No.: 2

13 Plaintiff,

14 v.

JUDGMENT

15 Carson City, a political subdivision of the
16 State of Nevada, Defendant DOES 1-10,
and Nevada Division of State Lands.

17 Defendants.

18 Carson City, a political subdivision of the
19 State of Nevada,

Counterclaimant,

20 v.

21 Jimmie Pete Jarrard Children's Trust
22 and James Jarrard, Trustee,

23 Counterdefendants.

24 On September 13, 2021, the Court entered its Order Granting In Part and
25 Denying in Part Carson City's Motion for Summary Judgment ("Order"). The Court

Office of the District Attorney
Carson City, Nevada
885 East Musser St., Suite 2030, Carson City, Nevada 89701
Tel: (775) 887-2070 Fax: (775) 887-2128

Office of the District Attorney
Carson City, Nevada
885 E. Musser St., Suite 2030, Carson City, Nevada 89701
Tel: (775) 887-2070 Fax: (775) 887-2129

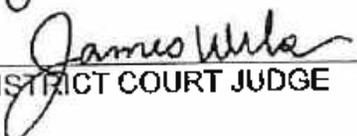
1 granted summary judgment in Carson City's Favor on Carson City's breach of contract
2 and declaratory judgment claims. The Court also granted summary judgment in
3 Carson City's favor and against Tahoe Hemp, LLC and the Jimmie Pete Jarrard
4 Children's Trust and James Jarrard as Trustee on all of Plaintiffs claims for relief. On
5 December 10, 2021, the parties filed a Stipulation regarding damages for a nominal
6 award of \$1.00. Good cause appearing, the Court hereby enters Judgment as follows:

7 IT IS ORDERED AND ADJUDGED that the Defendant, Carson City, recover
8 nominal damages from Defendants Tahoe Hemp, LLC and the Jimmie Pete Jarrard
9 Children's Trust and James Jarrard as Trustee, in the sum of \$1.00.

10 IT IS FURTHER ORDERED AND ADJUDGED that Defendant Carson City
11 recover ~~\$16,687.50 in attorneys' fees and \$29,632.34 in costs for a total judgment of~~
12 \$46,320.84.

13 IT IS FURTHER ORDERED AND ADJUDGED that based on the Court's
14 findings as set out in its Order of September 13, 2021, Defendant's request for
15 declaratory relief is granted and IT IS DECLARED that: Hemp is not an allowed
16 agricultural use of the subject property, 4900 Carson River Road and hemp cultivation
17 would violate the terms of the Purchase and Sale Agreement, the Nonrevocable
18 Agreement to Restrict Property and the requirements of Carson City Municipal Code
19 13.06.

20 DATED this 22 day of February, 2022.

21 
22 DISTRICT COURT JUDGE

23 Prepared by:
24 Benjamin R. Johnson, Bar No. 10632
25 885 E. Musser Street, Suite 2030
Carson City, NV 89701
(775) 887-2072

1 **1. Name of appellant filing this case appeal statement:**

2 Appellants are Tahoe Hemp, LLC, individually and James Jarrard as Trustee of the
3 Jimmie Pete Jarrard Children's Trust (collectively, "Appellants").

4 **2. Identify the judge issuing the decision, judgment or order appealed from:**

5 The Honorable District Judge James E. Wilson, Jr.

6 **3. Identify each appellant and the name and address of counsel for each**
7 **appellant:**

8 There are two appellants: Tahoe Hemp, LLC, individually and James Jarrard as Trustee
9 of the Jimmie Pete Jarrard Children's Trust.

10 Counsel for all Appellants:

11 Richard G. Campbell, Esq.
12 Severin A. Carlson, Esq.
13 Sihomara L. Graves, Esq.
14 KAEMPFER CROWELL
15 50 West Liberty St., Suite 700
16 Reno, Nevada 89501

17 **4. Identify each respondent and the name and address of appellate counsel, if**
18 **known, for each respondent (if the name of a respondent's appellate counsel is unknown,**
19 **indicate as much and provide the name and address of that respondent's trial counsel):**

20 The respondent is Carson City (hereinafter "Respondent"), a political subdivision of the
21 State of Nevada.

22 Appellants are not aware of whether Respondent have retained separate appellate
23 counsel. Counsel for Respondent in the District Court is as follows:

24 Jason D. Woodbury
 J. Daniel Yu
 Benjamin R. Johnson
 Office of the District Attorney
 855 E. Musser Street, Suite 2030
 Carson City, Nevada 89701

1 5. **Indicate whether any attorney identified above in response to question 3 or 4**
2 **is not licensed to practice law in Nevada and, if so, whether the district court granted that**
3 **attorney permission to appear under SCR 42 (attach a copy of any district court order**
4 **granting such permission):**

5 All attorneys are licensed in Nevada.

6 6. **Indicate whether Appellants were represented by appointed or retained**
7 **counsel in the district court:**

8 Appellants were represented by retained counsel identified in response to question 3.

9 7. **Indicate whether Appellants are represented by appointed or retained counsel**
10 **on appeal:**

11 Appellants are represented by the retained counsel identified in response to question 3.

12 8. **Indicate whether Appellants were granted leave to proceed in *forma pauperis***
13 **and the date of entry of the district court order granting such leave:**

14 Not applicable.

15 9. **Indicate the date the proceeding commenced in the district court, e.g., date of**
16 **complaint, indictment, information or petition was filed:**

17 The Complaint was filed on or about January 15, 2020.

18 10. **Provide a brief description of the nature of the action and result in the district**
19 **court, including the type of judgment or order being appealed and the relief granted by**
20 **the district court:**

21 This action originated as a contract dispute between Plaintiffs, Tahoe Hemp, LLC,
22 individually and James Jarrard as Trustee of the Jimmie Pete Jarrard Children's Trust
23 ("Plaintiffs") and Defendant, Carson City ("Carson City"), specifically that per the terms and
24 conditions of the Purchase and Sale Agreement ("PSA") between Carson City and the Jimmie

1 Pete Jarrard Children's Trust ("Jarrard"), the latter retained the agricultural rights to a parcel of
2 land without limitation as to what sort of agricultural activities Jarrard could maintain on that
3 land, including but not limited to, hemp cultivation. Plaintiffs filed their Complaint on the basis
4 that Carson City violated Jarrard's agricultural rights by illegally and wrongfully interfering with
5 those rights in breach of the PSA. Carson City filed its counterclaim against Plaintiffs, claiming
6 that the PSA limited Jarrard's reservation of use of the land, including hemp cultivation, and that
7 the PSA did not reference or identify any other uses or third-party beneficiaries on the property.
8 Carson City alleged in its counterclaim that Jarrard breached the PSA by entering into an invalid
9 lease with Tahoe Hemp, LLC for the cultivation of hemp on the Ranch, without Carson City's
10 authorization and over its express objection, and in violation of Chapter 13.06 of the Carson City
11 Municipal Code ("CCMC") and Nonrevocable Agreement to Restrict Property between Carson
12 City and Jarrard. A bench trial was scheduled to commence on October 18, 2021 with a pretrial
13 conference scheduled on September 14, 2021.

14 Plaintiffs filed their Motion for Partial Summary Judgment on July 26, 2021.
15 Carson City filed its own Motion for Summary Judgment on July 26, 2021. Defendant Carson
16 City filed its Opposition to the Motion for Partial Summary Judgment on August 8, 2021 and
17 Plaintiffs filed their Opposition to Carson City's Motion for Summary Judgment on August 12,
18 2021. Plaintiffs filed their Reply in support of the Motion for Partial Summary Judgment on
19 August 19, 2021 and filed a Request for Submission of the Motion for Partial Summary
20 Judgment on August 23, 2021. Carson City filed its Reply in support of the Motion for
21 Summary Judgment on August 23, 2021 and Request for Submission regarding the same.

22 On September 13, 2021, the Court entered an Order Granting in Part and Denying in
23 Part Carson City's Motion for Summary Judgment (the "Order") where it issued Findings of
24 Fact, Conclusions of Law, and Order ("FFCL") in favor of Defendant Carson City with respect

1 to all of Plaintiff's claims, Defendant Carson City's breach of contract and declaratory relief
2 claims. However, the Court denied Carson City's injunctive relief claim and failed to issue any
3 findings of fact, conclusions of law, or otherwise adjudicate the issue of damages. The Court
4 vacated the September 14, 2021 pretrial conference and October 18, 2021 bench trial on
5 September 13, 2021.

6 On December 8, 2021, the parties entered into a Stipulation on the issue of damages
7 resolving the remaining adjudicated issue in the case. The Court approved the Stipulation and
8 entered its Order granting the Stipulation on December 10, 2021; with Notice of Entry of the
9 same filed December 17, 2021. The Final Judgment was entered on February 22, 2022 and the
10 Notice of Entry of Judgment was filed on February 23, 2022.

11 This appeal is made on the Court's September 13, 2021 Order Granting in Part and
12 Denying in Part Carson City's Motion for Summary Judgment which became a Final Judgment
13 entered on February 22, 2022 and has become ripe for appeal upon the notice of entry of the
14 Final Judgment entered on February 23, 2022.

15 **Indicate whether the case has previously been the subject of an appeal to or original**
16 **writ proceeding in the Supreme Court and, if so, the caption and Supreme Court docket**
17 **number of the prior proceeding:**

18 This case has not previously been the subject of an appeal or original writ proceeding.

19 **11. Indicate whether this appeal involves child custody or visitation:**

20 This appeal does not involve child custody or visitation.

21 **12. If this is a civil case, indicate whether this appeal involves the possibility of**
22 **settlement:**

23 This appeal involves the possibility of settlement.

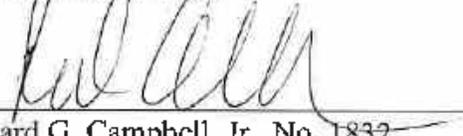
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AFFIRMATION: The undersigned affirms pursuant to NRS 239B.030 that the preceding document does not contain the social security number of any person.

DATED: March 2, 2022.

KAEMPFER CROWELL

By: 

Richard G. Campbell, Jr., No. 1832
Severin A. Carlson, No. 9373
Sihomara L. Graves, No. 13239
50 West Liberty Street, Suite 700
Reno, Nevada 89501

Attorneys for Plaintiffs Tahoe Hemp LLC and James Jarrard as Trustee of the Jimmie Pete Jarrard Children's Trust; and Counterdefendants Jimmie Pete Jarrard Children's Trust and James Jarrard as Trustee

1 **CERTIFICATE OF SERVICE**

2 Pursuant to NRCP 5(b), I certify that I am employed by the law firm of Kaempfer Crowell,
3 and that on this 2nd day of March, 2022, I deposited for mailing in Reno, Nevada, a true and correct
4 copy of the foregoing document **CASE APPEAL STATEMENT** addressed to the following:

5 Jason D. Woodbury
6 J. Daniel Yu
7 Benjamin R. Johnson
8 OFFICE OF THE DISTRICT ATTORNEY
9 855 E. Musser Street, Suite 2030
10 Carson City, Nevada 89701

11 *Attorneys for Defendant Carson City*

12 DATED: March 2nd, 2022

13 
14 _____
15 Brittany Sheehan
16 An employee of Kaempfer Crowell

Judge: WILSON JR, JAMES E

Case No. 20 OC 00010 LD
 Ticket No.
 CTN:

TAHOE HEMP LLC et al

-vs-

By:

CARSON CITY NEVADA DRSPND

By: CARSON CITY DISTRICT
 ATTORNEY
 885 E MUSSEK STREET
 CARSON CITY, NV 89701

Dob: Sex:
 Lic: Sid:

Plate#: Make:
 Year: Accident:
 Type: Venue:
 Location:

JARRARD, JAMES PLNTPET Bond: Set:
 NEVADA DIVISION OF STATE PLNTPET Type: Fosted:
 LANDS
 TAHOE HEMP LLC PLNTPET

Charges:

Ct. Offense Dt: Cvr:
 Arrest Dt:
 Comments:

Sentencing:

No.	Filed	Action	Operator	Fine/Cost	Due
1	03/02/22	RECEIPT	1BPETERSON	0.00	0.00
2	03/02/22	APPEAL BOND DEPOSIT Receipt: 73420 Date: 03/02/2022	1BPETERSON	500.00	0.00
3	03/02/22	NOTICE OF POSTING COST BOND	1BPETERSON	0.00	0.00
4	03/02/22	CASE APPEAL STATEMENT	1BPETERSON	0.00	0.00
5	03/02/22	NOTICE OF APPEAL FILED Receipt: 73421 Date: 03/02/2022	1BPETERSON	24.00	0.00
6	02/23/22	NOTICE OF ENTRY OF ORDER	1BSEBARAJAS	0.00	0.00
7	02/22/22	JUDGMENT	1BSEBARAJAS	0.00	0.00
Attorney Fees: 16,687.50 Court Costs: 29,632.34 Judgment Total: 46,319.84 Terms: JUDGMENT ENTERED @ 4:25 PM Judgment Type: JUDGMENT AWARDED FOR THE PLAINTIFF Judgment Date: 02/22/2022 Judgment For: JARRARD, JAMES - PLNTF/PETNR NEVADA DIVISION OF STATE LANDS - PLNTF/PETNR TAHOE HEMP LLC - PLNTF/PETNR Judgment Against: CARSON CITY NEVADA - DEFENDANT/RESPONDENT Judgment Balance: 46,319.84 Case Total: 92,639.68 Case Balance: 92,639.68					
8	02/22/22	JUDGMENT	1BSEBARAJAS	0.00	0.00

No.	Filed	Action	Operator	Fine/Cost	Due
9	12/17/21	NOTICE OF ENTRY OF ORDER	1BSBARAJAS	0.00	0.00
10	11/10/21	SUMMARY JUDGMENT	1BCCOOPER	0.00	0.00
11	11/10/21	JUDGMENT Judgment Amount: 0.00 Attorney Fees: 16,687.50 Court Costs: 29,632.34 Judgment Total: 46,319.84 Terms: JUDGMENT ENTERED @ 12:196 PM Judgment Type: SUMMARY JUDGMENT Judgment Date: 11/10/2021 Judgment For: CARSON CITY HEVALA - DEFENDANT/RESPONDENT Judgment Against: TAHOE HEMP LLC - PLNTF/PETNR JARRARD, JAMES - PLNTF/PETNR Judgment Balance: 46,319.84 Case Total: 46,319.84 Case Balance: 46,319.84	1BCCOOPER	0.00	0.00
12	11/10/21	FILE RETURNED AFTER SUBMISSION - ORDER ENTERED	1BCCOOPER	0.00	0.00
13	11/10/21	ORDER GRANTING CARSON CITY'S MOTION FOR ATTORNEYS FEES AND COSTS	1BCCOOPER	0.00	0.00
14	11/05/21	REQUEST FOR SUBMISSION	1BSBARAJAS	0.00	0.00
15	11/04/21	DEFENDANT AND COUNTERCLAIMANT CARSON CITY'S REPLY IN SUPPORT OF MOTION FOR ATTORNEY'S FEES AND COSTS	1BSBARAJAS	0.00	0.00
16	10/27/21	FILE RETURNED AFTER SUBMISSION - ORDER ENTERED	1BSBARAJAS	0.00	0.00
17	10/27/21	ORDER DENYING MOTION TO RETAX COSTS	1BSBARAJAS	0.00	0.00
18	10/25/21	OPPOSITION TO DEFENDANT AND COUNTERCLAIMANT CARSON CITY'S MOTION FOR ATTORNEY'S FEES AND COSTS	1DCFRANZ	0.00	0.00
19	10/22/21	REQUEST FOR SUBMISSION	1BSBARAJAS	0.00	0.00
20	10/22/21	REPLY IN SUPPORT OF MOTION TO RETAX COSTS	1BSBARAJAS	0.00	0.00
21	10/07/21	DEFENDANT AND COUNTERCLAIMANT CARSON CITY'S OPPOSITION TO MOTION TO RETAX	1BPETERSON	0.00	0.00
22	10/06/21	DEFENDANT AND COUNTERCLAIMANT CARSON CITY'S MOTION FOR ATTORNEY'S FEES AND COSTS	1BPETERSON	0.00	0.00
23	09/23/21	MOTION TO RETAX COSTS	1BPETERSON	0.00	0.00
24	09/23/21	PROOF OF SERVICE	1BPETERSON	0.00	0.00

No.	Filed	Action	Operator	Fine/Cost	Date
25	09/20/21	DEFENDANT AND COUNTERCLAIMANT CARSON CITY'S VERIFIED MEMORANDUM OF COSTS	1BPETERSON	0.00	0.00
26	09/15/21	NOTICE OF ENTRY OF ORDER	1BPETERSON	0.00	0.00
27	09/13/21	ORDER TO VACATE HEARING	1BSBARAJAS	0.00	0.00
28	09/13/21	ORDER GRANTING IN PART AND DENYING IN PART CARSON CITY'S MOTION FOR SUMMARY JUDGMENT	1BSBARAJAS	0.00	0.00
29	09/13/21	OPPOSITION TO DEFENDANT/COUNTERCLAIMANT CARSON CITY'S MOTION TO STRIKE PLAINTIFFS' REPLY IN SUPPORT OF THEIR MOTION IN LIMINE	1BSBARAJAS	0.00	0.00
30	09/10/21	DEFENDANT AND COUNTERCLAIMANT CARSON CITY'S TRIAL STATEMENT	1BCCOOPER	0.00	0.00
31	09/09/21	PLAINTIFFS/COUNTERDEFENDANTS TRIAL STATEMENT	1BCCOOPER	0.00	0.00
32	09/09/21	CARSON CITY'S UNOPPOSED MOTION FOR ENLARGEMENT OF TIME TO FILE PRETRIAL STATEMENT (SECOND REQUEST)	1BCCOOPER	0.00	0.00
33	09/08/21	STIPULATION AND ORDER TO EXTEND DEADLINE FOR FILING JOINT PRETRIAL STATEMENT	1BCCOOPER	0.00	0.00
34	08/31/21	CERTIFICATE OF SERVICE	1BCCOOPER	0.00	0.00
35	08/27/21	MOTION TO STRIKE PLAINTIFFS' REPLY IN SUPPORT OF THEIR MOTION IN LIMINE TO EXCLUDE DEFENDANT/COUNTERCLAIMANT CARSON CITY'S REBUTTAL EXPERT WILL ADLER'S EXPERT OPINION	1BSBARAJAS	0.00	0.00
36	08/25/21	FILE RETURNED AFTER SUBMISSION - ORDER ENTERED	1BCCOOPER	0.00	0.00
37	08/25/21	ORDER FOR PROPOSED ORDER (4)	1BCCOOPER	0.00	0.00
38	08/23/21	REQUEST FOR SUBMISSION OF CARSON CITY'S MOTION FOR SUMMARY JUDGMENT	1BPETERSON	0.00	0.00
39	08/23/21	REQUEST FOR SUBMISSION OF CARSON CITY'S MOTIONS IN LIMINE	1BPETERSON	0.00	0.00
40	08/23/21	REQUEST FOR SUBMISSION	1BPETERSON	0.00	0.00
41	08/23/21	REQUEST FOR SUBMISSION	1BPETERSON	0.00	0.00
42	08/23/21	PLAINTIFFS'/COUNTERDEFENDANTS' REPLY IN SUPPORT OF THEIR MOTION IN LIMINE TO EXCLUDE DEFENDANT/COUNTERCLAIMANT CARSON CITY'S REBUTTAL EXPERT WILL ADLER'S EXPERT OPINION	1BPETERSON	0.00	0.00
43	08/23/21	DEFENDANT AND COUNTERCLAIMANT CARSON CITY'S REPLY IN SUPPORT OF MOTIONS IN LIMINE	1BPETERSON	0.00	0.00
44	08/23/21	DEFENDANT AND COUNTERCLAIMANT CARSON CITY'S REPLY IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT EXHIBIT APPENDIX 1	1BPETERSON	0.00	0.00
45	08/23/21	DEFENDANT AND COUNTERCLAIMANT CARSON CITY'S REPLY IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT	1BPETERSON	0.00	0.00

No.	Filed	Action	Operator	Fine/Cost	Due
46	08/23/21	DEFENDANT AND COUNTERCLAIMANT CARSON CITY'S MOTION TO EXCEED PAGE LIMIT	1BBETERSON	0.00	0.00
47	08/19/21	PLAINTIFF'S/COUNTERDEFENDANTS' REPLY IN SUPPORT OF THEIR MOTION FOR PARTIAL SUMMARY JUDGMENT	1BSBARAJAS	0.00	0.00
48	08/12/21	DEFENDANT AND COUNTERCLAIMANT CARSON CITY'S OPPOSITION TO MOTION IN LIMINE TO EXCLUDE CARSON CITY'S REBUTTAL EXPERT WILL ADLERS EXPERT OPINION EXHIBIT APPENDIX 3	1BCCOOPER	0.00	0.00
49	00/12/21	DEFENDANT AND COUNTERCLAIMANT CARSON CITY'S OPPOSITION TO M OTION IN LIMINE TO EXCLUDE CARSON CITY'S REBUTTAL EXPERT WILL ADLERS EXPERT OPINION EXHIBIT APPENDIX 2	1BCCOOPER	0.00	0.00
50	08/12/21	DEFENDANT AND COUNTERCLAIMANT CARSON CITY'S OPPOSITION TO MOTION IN LIMINE TO EXCLUDE CARSON CITY'S REBUTTAL EXPERT WILL ADLERS EXPERT OPINION EXHIBIT APPENDIX 1	1BCCOOPER	0.00	0.00
51	08/12/21	DEFENDANT AND COUNTERCLAIMANT CARSON CITY'S OPPOSITION TO MOTION IN LIMINE TO EXCLUDE CARSON CITY'S REBUTTAL EXPERT WILL ADLERS EXPERT OPINION	1BCCOOPER	0.00	0.00
52	08/12/21	PLAINTIFFS/COUNTERDEFENDANTS OPPOSITION TO DEFENDANT/COUNTERCLAIMANTS MOTIONS IN LIMINE	1BCCOOPER	0.00	0.00
53	08/12/21	PLAINTIFFS/COUNTERDEFENDANTS OPPOSITION TO DEFENDANT/COUNTERCLAIMANTS MOTION FOR SUMMARY JUDGMENT	1BCCOOPER	0.00	0.00
54	08/12/21	NOTICE OF ENTRY OF ORDER	1BCCOOPER	0.00	0.00
55	08/09/21	CARSON CITY'S OPPOSITION TO MOTION FOR PARTIAL SUMMARY JUDGMENT EXHIBIT APPENDIX 2	1BSBARAJAS	0.00	0.00
56	08/09/21	CARSON CITY'S OPPOSITION TO MOTION FOR PARTIAL SUMMARY JUDGMENT EXHIBIT APPENDIX 1	1BSBARAJAS	0.00	0.00
57	08/09/21	DEFENDANT AND COUNTERCLAIMANT CARSON CITY'S OPPOSITION TO MOTION FOR PARTIAL SUMMARY JUDGMENT	1BSBARAJAS	0.00	0.00
58	07/29/21	STIPULATION AND ORDER TO EXTEND PAGE LIMITS FOR DISPOSITIVE MOTION AND OPPOSITION	1BSBARAJAS	0.00	0.00
59	07/27/21	CARSON CITY'S MOTION FOR SUMMARY JUDGMENT APPENDIX 5	1BSBARAJAS	0.00	0.00
60	07/27/21	CARSON CITY'S MOTION FOR SUMMARY JUDGMENT APPENDIX 4	1BSBARAJAS	0.00	0.00
61	07/27/21	CARSON CITY'S MOTION FOR SUMMARY JUDGMENT APPENDIX 3	1BSBARAJAS	0.00	0.00
62	07/27/21	CARSON CITY'S MOTION FOR SUMMARY JUDGMENT APPENDIX 2	1BSBARAJAS	0.00	0.00
63	07/27/21	CARSON CITY'S MOTION FOR SUMMARY JUDGMENT APPENDIX 1	1BSBARAJAS	0.00	0.00
64	07/27/21	DEFENDANT AND COUNTERCLAIMANT CARSON CITY'S MOTION FOR SUMMARY JUDGMENT	1BSBARAJAS	0.00	0.00

No.	Filed	Action	Operator	Fine/Cost.	Due
65	07/27/21	DEPENDANT AND COUNTERCLAIMANT CARSON CITY'S MOTION IN LIMINE	1BSBARAJAS	0.00	0.00
66	07/26/21	APPENDIX TO PLAINTIFFS' MOTION FOR PARTIAL SUMMARY JUDGMENT	1BSBARAJAS	0.00	0.00
67	07/26/21	MOTION FOR PARTIAL SUMMARY JUDGMENT Receipt: 70643 Date: 07/27/2021	1BSBARAJAS	200.00	0.00
68	07/26/21	APPENDIX PLAINTIFF'S/ COUNTERDEFENDANTS' MOTION IN LIMINE TO EXCLUDE DEFENDANT/COUNTERCLAIMANT CARSON CITY'S REBUTTAL EXPERT WILL ADLERES EXPERT OPINION VOLUME II	1BSBARAJAS	0.00	0.00
69	07/26/21	APPENDIX PLAINTIFF'S/ COUNTERDEFENDANTS' MOTION IN LIMINE TO EXCLUDE DEFENDANT/COUNTERCLAIMANT CARSON CITY'S REBUTTAL EXPERT WILL ADLERES EXPERT OPINION VOLUME I	1BSBARAJAS	0.00	0.00
70	07/26/21	PLAINTIFF'S/ COUNTERDEFENDANTS' MOTION IN LIMINE TO EXCLUDE DEFENDANT/COUNTERCLAIMANT CARSON CITY'S REBUTTAL EXPERT WILL ADLERES EXPERT OPINION	1BSBARAJAS	0.00	0.00
71	07/26/21	STIPULATION AND ORDER FOR DISMISSAL	1BSBARAJAS	0.00	0.00
72	07/07/21	ORDER SETTING PRETRIAL CONFERENCE	1BSBARAJAS	0.00	0.00
73	07/02/21	FILE RETURNED AFTER SUBMISSION - ORDER ENTERED	1BPETERSON	0.00	0.00
74	07/02/21	STIPULATION AND ORDER TO EXTEND DISCOVERY AND DEADLINES RELATED TO DISPOSITIVE MOTIONS (SECOND REQUEST)	1BPETERSON	0.00	0.00
75	06/29/21	FILE RETURNED AFTER SUBMISSION - ORDER ENTERED	1BCCOOPER	0.00	0.00
76	06/29/21	ORDER TO VACATE HEARING	1BCCOOPER	0.00	0.00
77	06/29/21	FILE RETURNED AFTER SUBMISSION - ORDER ENTERED	1BCCOOPER	0.00	0.00
78	06/29/21	ORDER TO VACATE HEARING	1BCCOOPER	0.00	0.00
79	05/26/21	NOTICE OF ENTRY OF ORDER	1BSBARAJAS	0.00	0.00
80	05/25/21	FILE RETURNED AFTER SUBMISSION - ORDER ENTERED	1BSBARAJAS	0.00	0.00
81	05/25/21	STIPULATION AND ORDER TO EXTEND DEADLINE FOR REBUTTAL EXPERT WITNESS DISCLOSURE (SECOND REQUEST)	1BSBARAJAS	0.00	0.00
82	04/14/21	FILE RETURNED AFTER SUBMISSION - ORDER ENTERED	1BPETERSON	0.00	0.00
83	04/14/21	TRIAL DATE MEMO	1BPETERSON	0.00	0.00
84	04/14/21	PRETRIAL ORDER (CIVIL NON-JURY TRIAL)	1BPETERSON	0.00	0.00
85	04/06/21	NOTICE TO SET	1BPETERSON	0.00	0.00
86	04/02/21	NOTICE OF ENTRY OF ORDER	1BSBARAJAS	0.00	0.00

No.	Filed	Action	Operator	Fine/Cost	Due
87	04/02/21	TRIAL CONTINUED - PROSECUTION REQUEST The following event: BENCH TRIAL scheduled for 08/23/2021 at 9:30 am has been resulted as follows: Result: TRIAL CONTINUED - PROSECUTION REQUEST Judge: WILSON JR, JAMES E Location: DEPT II	1BJHIGGINS	0.00	0.00
88	04/01/21	FILE RETURNED AFTER SUBMISSION - ORDER ENTERED	1BJHIGGINS	0.00	0.00
89	04/01/21	STIPULATION AND ORDER TO CONTINUE TRIAL AND EXTEND DISCOVERY DEADLINES (FIRST REQUEST)	1BJHIGGINS	0.00	0.00
90	03/19/21	NOTICE OF ENTRY OF ORDER	1BPEFFERSON	0.00	0.00
91	03/05/21	NEVADA DIVISION OF STATE LANDS' ANSWER TO FIRST AMENDED COMPLAINT	1BSBARAJAS	0.00	0.00
92	02/16/21	FILE RETURNED AFTER SUBMISSION - ORDER ENTERED	1BCCOOPER	0.00	0.00
93	02/16/21	ORDER DENYING NEVADA DIVISION OF STATE LANDS' MOTION TO DISMISS OR IN THE ALTERNATIVE MOTION TO NOTICE ALL INTERESTED PARTIES UNDER THE NONREVOGABLE AGREEMENT	1BCCOOPER	0.00	0.00
94	02/12/21	PLAINTIFF'S FIRST REQUEST FOR PRODUCTION OF DOCUMENTS TO DEFENDANT NEVADA DIVISION OF STATE LANDS	1BSBARAJAS	0.00	0.00
95	02/12/21	PLAINTIFF'S AND COUNTERDEFENDANT'S FIRST REQUEST FOR PRODUCTION OF DOCUMENT TO DEFENDANT/COUNTERCLAIMANT CARSON CITY, A POLITICAL SUBDIVISION OF THE STATE OF NEVADA	1BSBARAJAS	0.00	0.00
96	02/02/21	ORDER FOR PROPOSED ORDER	1BCFRANZ	0.00	0.00
97	01/29/21	REQUEST FOR SUBMISSION OF NEVADA DIVISION OF STATE LANDS' REPLY IN SUPPORT OF ITS MOTION TO DISMISS OR, IN THE ALTERNATIVE, MOTION TO NOTICE ALL INTERESTED PARTIES UNDER THE NONREVOGABLE AGREEMENT	1BSBARAJAS	0.00	0.00
98	01/29/21	NEVADA DIVISION OF STATE LANDS' REPLY IN SUPPORT OF ITS MOTION TO DISMISS OR, IN THE ALTERNATIVE, MOTION TO NOTICE ALL INTERESTED PARTIES UNDER THE NONREVOGABLE AGREEMENT	1BSBARAJAS	0.00	0.00
99	01/29/21	NOTICE OF APPEARANCE	1BSBARAJAS	0.00	0.00
100	01/25/21	ERRATA TO PLAINTIFFS OPPOSITION TO NEVADA DIVISION OF STATE LANDS MOTION TO DISMISS OR IN THE ALTERNATIVE MOTION TO NOTICE ALL INTERESTED PARTIES UNDER THE NONREVOGABLE AGREEMENT	1BCCOOPER	0.00	0.00
101	01/19/21	OPPOSITION TO NEVADA DIVISION OF STATE LANDS MOTION TO DISMISS OR IN THE ALTERNATIVE MOTION TO NOTICE ALL INTERESTED PARTIES UNDER THE NONREVOGABLE AGREEMENT	1BCCOOPER	0.00	0.00

No.	Filed	Action	Operator	Fine/Cost	Due
102	01/05/21	STIPULATION AND ORDER TO EXTEND DEADLINE TO FILE RESPONSE TO NEVADA DIVISION OF STATE LANDS' MOTION TO DISMISS OR, IN THE ALTERNATIVE, MOTION TO NOTICE ALL INTERESTED PARTIES UNDER THE NONREVOCABLE AGREEMENT (FIRST RESPONSE) - GRANTED	1BSBARAJAS	0.00	0.00
103	12/21/20	HEARING NOT REQUESTED NEVADA DIVISION OF STATE LANDS MOTION TO DISMISS OR IN THE ALTERNATIVE MOTION TO NOTICE ALL INTERESTED PARTIES UNDER THE NON REVOCABLE AGREEMENT	1BCCOOPER	0.00	0.00
104	11/17/20	PRETRIAL ORDER	1BSBARAJAS	0.00	0.00
105	11/16/20	STIPULATION AND ORDER TO EXTEND DISCOVERY DEADLINES IN CASE CONFERENCE REPORT AND TO NAME STATE LAND AS A DEFENDANT THIS MATTER	1BSBARAJAS	0.00	0.00
106	11/05/20	HEARING DATE MEMO	1BPETERSON	0.00	0.00
107	10/23/20	NOTICE TO SET TRIAL	1BCCOOPER	0.00	0.00
108	08/28/20	JOINT CASE CONFERENCE REPORT	1BCCOOPER	0.00	0.00
109	07/08/20	ANSWER TO CARSON CITY'S COUNTERCLAIM	1BJHIGGINS	0.00	0.00
110	06/26/20	DECLARATION OF SERVICE	1BCCOOPER	0.00	0.00
111	06/18/20	CARSON CITY'S ANSWER TO FIRST AMENDED COMPLAINT AND COUNTERCLAIM	1BSBARAJAS	0.00	0.00
112	06/16/20	ISSUING SUMMONS	1BPOKEEFE	0.00	0.00
113	06/01/20	FIRST AMENDED COMPLAINT	1BPOKEEFE	0.00	0.00
114	04/17/20	NOTICE OF ENTRY OF ORDER	1BCCOOPER	0.00	0.00
115	04/17/20	AMENDED ORDER GRANTING IN PART AND DENYING IN PART CARSON CITY'S MOTION TO DISMISS, OR IN THE ALTERNATIVE, FOR SUMMARY JUDGMENT	1BJHIGGINS	0.00	0.00
116	04/16/20	NOTICE OF ENTRY OF ORDER	1BJHIGGINS	0.00	0.00
117	04/16/20	ORDER GRANTING IN PART AND DENYING IN PART CARSON CITY'S MOTION TO DISMISS, OR IN THE ALTERNATIVE, FOR SUMMARY JUDGMENT	1BJHIGGINS	0.00	0.00
118	04/10/20	NOTICE OF ENTRY OF ORDER	1BPOKEEFE	0.00	0.00
119	04/08/20	STIPULATION AND ORDER TO EXCEED PAGE LIMIT FOR REPLY BRIEF	1BPOKEEFE	0.00	0.00
120	04/06/20	REQUEST FOR SUBMISSION OF MOTION TO DISMISS, OR IN THE ALTERNATIVE, MOTION FOR SUMMARY JUDGMENT	1BPOKEEFE	0.00	0.00
121	04/06/20	CARSON CITY'S REPLY IN SUPPORT OF MOTION TO DISMISS, OR IN THE ALTERNATIVE, MOTION FOR SUMMARY JUDGMENT	1BPOKEEFE	0.00	0.00

No.	Filed	Action	Operator	Fine/Cost	Due
122	04/06/20	CARSON CITY'S NON-OPPOSITION TO TAOE HEMP'S MOTION TO EXCEED PAGE LIMIT	1BPOKEFFF	0.00	0.00
123	04/03/20	NOTICE OF ENTRY OF ORDER	1BJULIEH	0.00	0.00
124	04/03/20	FILE RETURNED AFTER SUBMISSION - ORDER ENTERED	1BCCOOPER	0.00	0.00
125	04/03/20	ORDER GRANTING TAOE HEMP LLC'S MOTION TO EXCEED PAGE LIMIT FOR ITS OPPOSITION TO CARSON CITY'S MOTION TO DISMISS OR IN THE ALTERNATIVE MOTION FOR SUMMARY JUDGMENT	1BCCOOPER	0.00	0.00
126	04/03/20	FILE RETURNED AFTER SUBMISSION - ORDER ENTERED	1BCCOOPER	0.00	0.00
127	04/03/20	ORDER GRANTING CARSON CITY'S MOTION FOR LEAVE TO EXCEED PAGE LIMIT	1BCCOOPER	0.00	0.00
128	04/01/20	REQUEST FOR SUBMISSION OF MOTION FOR LEAVE TO EXCEED PAGE LIMIT	1BCFRANZ	0.00	0.00
129	04/01/20	CARSON CITY'S REPLY IN SUPPORT OF MOTION FOR LEAVE TO EXCEED PAGE LIMIT	1BCFRANZ	0.00	0.00
130	03/26/20	TAOE HEMP LLC'S MOTION TO EXCEED PAGE LIMIT FOR ITS OPPOSITION TO CARSON CITY'S MOTION TO DISMISS, OR IN THE ALTERNATIVE, MOTION FOR SUMMARY JUDGMENT	1BJULIEH	0.00	0.00
131	03/26/20	TAOE HEMP LLC'S OPPOSITION TO CARSON CITY'S MOTION TO DISMISS, OR IN THE ALTERNATIVE, MOTION FOR SUMMARY JUDGMENT	1BJULIEH	0.00	0.00
132	03/23/20	TAOE HEMP LLC'S OPPOSITION TO CARSON CITY'S MOTION FOR LEAVE TO EXCEED PAGE LIMIT FOR ITS MOTION TO DISMISS, OR IN THE ALTERNATIVE, MOTION FOR SUMMARY JUDGMENT (2)	1BCFRANZ	0.00	0.00
133	03/09/20	CARSON CITY'S MOTION FOR LEAVE TO EXCEED PAGE LIMIT FOR ITS MOTION TO DISMISS OR, IN THE ALTERNATIVE, MOTION FOR SUMMARY JUDGMENT	1BSBARAJAS	0.00	0.00
134	03/09/20	APPENDIX 1 FOR CARSON CITY'S MOTION TO DISMISS OR, IN THE ALTERNATIVE, MOTION FOR SUMMARY JUDGMENT	1BSBARAJAS	0.00	0.00
135	03/09/20	CARSON CITY'S MOTION TO DISMISS OR, IN THE ALTERNATIVE, MOTION FOR SUMMARY JUDGMENT	1BSBARAJAS	0.00	0.00
136	02/14/20	EXEMPT FROM ARBITRATION	1BSBARAJAS	0.00	0.00
137	01/21/20	ISSUING SUMMONS	1BSBARAJAS	0.00	0.00
138	01/15/20	NRCY 7.1 DISCLOSURE	1BJULIEH	0.00	0.00
139	01/15/20	PLAINTIFF'S/PETITIONER'S INITIAL APPEARANCE AFFIRMATION PURSUANT TO NRS 239.030	1BJULIEH	0.00	0.00

140	01/15/20	COMPLAINT FOR BREACH OF CONTRACT, INVERSE CONDEMNATION WRIT OF MANDAMUS Receipt: 637E2 Date: 01/15/2020	1B JULIEH	265.00	0.00	
				Total:	989.00	0.00
<hr/>						
Totals By:		COST		489.00	0.00	
		HOLDING		500.00	0.00	
		INFORMATION		0.00	0.00	
*** End of Report ***						

REC'D & FILED
2022 FEB 22 PM 4:25

AUSREY ROYAL
CLERK
BY _____ DEPUTY

1 JASON D. WOODBURY
District Attorney, Bar No. 6870
2 J. DANIEL YU
Assistant District Attorney, Bar No. 10806
3 BENJAMIN R. JOHNSON
Senior Deputy District Attorney, Bar No. 10632
4 885 E. Musser Street, Suite 2030
5 Carson City, NV 89701
(775) 887-2072
6 bjohnson@carson.org
7 Attorneys for Defendant and
Counterclaimant Carson City

8
9 IN THE FIRST JUDICIAL DISTRICT COURT OF NEVADA
CARSON CITY

10 Tahoe Hemp LLC; and James Jarrard as
11 Trustee of the Jimmie Pete Jarrard
Children's Trust,

Case No.: 20 OC 00010 1B

Dept. No.: 2

12
13 Plaintiff,

v.

JUDGMENT

14 Carson City, a political subdivision of the
15 State of Nevada, Defendant DOES 1-10,
16 and Nevada Division of State Lands.

17 Defendants.

18 Carson City, a political subdivision of the
19 State of Nevada,

Counterclaimant,

20 v.

21 Jimmie Pete Jarrard Children's Trust
22 and James Jarrard, Trustee,

23 Counterdefendants.

24 On September 13, 2021, the Court entered its Order Granting In Part and
25 Denying in Part Carson City's Motion for Summary Judgment ("Order"). The Court

Office of the District Attorney
Carson City, Nevada
885 East Musser St., Suite 2030, Carson City, Nevada 89701
Tel: (775) 887-2070 Fax: (775) 887-2128

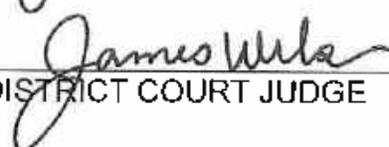
1 granted summary judgment in Carson City's Favor on Carson City's breach of contract
2 and declaratory judgment claims. The Court also granted summary judgment in
3 Carson City's favor and against Tahoe Hemp, LLC and the Jimmie Pete Jarrard
4 Children's Trust and James Jarrard as Trustee on all of Plaintiffs claims for relief. On
5 December 10, 2021, the parties filed a Stipulation regarding damages for a nominal
6 award of \$1.00. Good cause appearing, the Court hereby enters Judgment as follows:

7 IT IS ORDERED AND ADJUDGED that the Defendant, Carson City, recover
8 nominal damages from Defendants Tahoe Hemp, LLC and the Jimmie Pete Jarrard
9 Children's Trust and James Jarrard as Trustee, in the sum of \$1.00.

10 IT IS FURTHER ORDERED AND ADJUDGED that Defendant Carson City
11 recover \$16,687.50 in attorneys' fees and \$29,632.34 in costs for a total judgment of
12 \$46,320.84.

13 IT IS FURTHER ORDERED AND ADJUDGED that based on the Court's
14 findings as set out in its Order of September 13, 2021, Defendant's request for
15 declaratory relief is granted and IT IS DECLARED that: Hemp is not an allowed
16 agricultural use of the subject property, 4900 Carson River Road and hemp cultivation
17 would violate the terms of the Purchase and Sale Agreement, the Nonrevocable
18 Agreement to Restrict Property and the requirements of Carson City Municipal Code
19 13.06.

20 DATED this 22 day of February, 2022.

21
22 
23 DISTRICT COURT JUDGE

24 Prepared by:
25 Benjamin R. Johnson, Bar No. 10632
885 E. Musser Street, Suite 2030
Carson City, NV 89701
(775) 887-2072

REC'D & FILED ✓

2022 FEB 23 AM 9:54

AUDREY ROWLATY
CLERK

BY  DEPUTY

1 JASON D. WOODBURY
District Attorney, Bar No. 6870
2 J. DANIEL YU
Assistant District Attorney, Bar No. 10806
3 BENJAMIN R. JOHNSON
Deputy District Attorney, Bar No. 10632
4 Nevada Bar No. 10632
885 E. Musser Street, Suite 2030
5 Carson City, Nevada 89701
(775) 887-2070
6 Attorneys for Defendant and
7 Counterclaimant Carson City

8 IN THE FIRST JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
9 IN AND FOR CARSON CITY

10 Tahoe Hemp LLC; and James Jarrard as
Trustee of the Jimmie Pete Jarrard
11 Children's Trust,

Case No.: 20 OC 00010 1B

Dept: II

12 Plaintiff,

13 v.

14 Carson City, a political subdivision of the
State of Nevada, Defendant DOES 1-10,
15 and Nevada Division of State Lands.

16 Defendant.

17 Carson City, a political subdivision of the
State of Nevada,

18 Counterclaimant,

19 v.

20 Jimmie Pete Jarrard Children's Trust
21 and James Jarrard, Trustee,

22 Counterdefendants.

23 NOTICE OF ENTRY OF JUDGMENT

24 TO: ALL INTERESTED PARTIES:
25

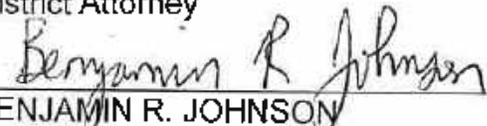
Office of the District Attorney
Carson City, Nevada
885 East Musser St., Suite 2030, Carson City, Nevada 89701
Tel.: (775) 887-2070 Fax: (775) 887-2129

1 PLEASE TAKE NOTICE that on February 22, 2022, the above-captioned Court
2 entered a Judgment in the above-referenced case. A copy of said Judgment is
3 attached hereto as Exhibit 1.

4 DATED this 23rd day of February, 2022.

5 JASON D. WOODBURY
6 District Attorney

7 By:


8 BENJAMIN R. JOHNSON
9 Deputy District Attorney

10 Office of the District Attorney
11 Carson City, Nevada
12 965 East Musser St., Suite 2030, Carson City, Nevada 89701
13 Tel.: (775) 887-2070 Fax: (775) 887-2129
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Office of the District Attorney
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865 East Yussel St., Suite 2030, Carson City, Nevada 89701
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CERTIFICATE OF SERVICE

I certify that I am an employee of the Office of the Carson City District Attorney, and that on this 23rd day of February, 2022, I served a true and correct copy of the foregoing **NOTICE OF ENTRY OF JUDGMENT** on the following parties by first class mail, postage prepaid:

Richard C. Campbell, Jr., Esq.
Severin A. Carlson, Esq.
Sihomara L. Graves, Esq.
Kaempfer Crowell
50 West Liberty Street, Suite 700
Reno, NV 89501
Attorneys for Plaintiffs and
Counterdefendants Tahoe Hemp and Jarrard

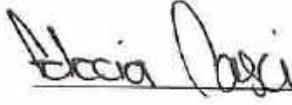


EXHIBIT 1

EXHIBIT 1

REC'D & FILED
2022 FEB 22 PM 4:25

AUSREY ROYAL AP
CLERK
BY _____ DEPUTY

1 JASON D. WOODBURY
District Attorney, Bar No. 6870
2 J. DANIEL YU
Assistant District Attorney, Bar No. 10806
3 BENJAMIN R. JOHNSON
Senior Deputy District Attorney, Bar No. 10632
4 885 E. Musser Street, Suite 2030
5 Carson City, NV 89701
(775) 887-2072
6 bjohnson@carson.org
7 Attorneys for Defendant and
Counterclaimant Carson City

8
9 IN THE FIRST JUDICIAL DISTRICT COURT OF NEVADA
CARSON CITY

10 Tahoe Hemp LLC; and James Jarrard as
11 Trustee of the Jimmie Pete Jarrard
Children's Trust,

Case No.: 20 OC 00010 1B

Dept. No.: 2

12 Plaintiff,

13 v.

JUDGMENT

14 Carson City, a political subdivision of the
15 State of Nevada, Defendant DOES 1-10,
and Nevada Division of State Lands.

16 Defendants.

17 Carson City, a political subdivision of the
18 State of Nevada,

19 Counterclaimant,

20 v.

21 Jimmie Pete Jarrard Children's Trust
22 and James Jarrard, Trustee,

23 Counterdefendants.

24 On September 13, 2021, the Court entered its Order Granting In Part and
25 Denying in Part Carson City's Motion for Summary Judgment ("Order"). The Court

Office of the District Attorney
Carson City, Nevada
885 East Musser St., Suite 2030, Carson City, Nevada 89701
Tel: (775) 887-2071 Fax: (775) 887-2428

Office of the District Attorney
Carson City, Nevada
885 East Musser St. Suite 2030, Carson City, Nevada 89701
Tel. (775) 887-2070 Fax. (775) 887-2129

1 granted summary judgment in Carson City's Favor on Carson City's breach of contract
2 and declaratory judgment claims. The Court also granted summary judgment in
3 Carson City's favor and against Tahoe Hemp, LLC and the Jimmie Pete Jarrard
4 Children's Trust and James Jarrard as Trustee on all of Plaintiffs claims for relief. On
5 December 10, 2021, the parties filed a Stipulation regarding damages for a nominal
6 award of \$1.00. Good cause appearing, the Court hereby enters Judgment as follows:

7 IT IS ORDERED AND ADJUDGED that the Defendant, Carson City, recover
8 nominal damages from Defendants Tahoe Hemp, LLC and the Jimmie Pete Jarrard
9 Children's Trust and James Jarrard as Trustee, in the sum of \$1.00.

10 IT IS FURTHER ORDERED AND ADJUDGED that Defendant Carson City
11 recover \$16,687.50 in attorneys' fees and \$29,632.34 in costs for a total judgment of
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13 IT IS FURTHER ORDERED AND ADJUDGED that based on the Court's
14 findings as set out in its Order of September 13, 2021, Defendant's request for
15 declaratory relief is granted and IT IS DECLARED that: Hemp is not an allowed
16 agricultural use of the subject property, 4900 Carson River Road and hemp cultivation
17 would violate the terms of the Purchase and Sale Agreement, the Nonrevocable
18 Agreement to Restrict Property and the requirements of Carson City Municipal Code
19 13.06.

20 DATED this 22 day of February, 2022.

21
22 
DISTRICT COURT JUDGE

23 Prepared by:
24 Benjamin R. Johnson, Bar No. 10632
25 885 E. Musser Street, Suite 2030
Carson City, NV 89701
(775) 887-2072

FIRST JUDICIAL DISTRICT COURT MINUTES

CASE NO. 20 OC 00010 1B

TITLE: TAHOE HEMP LLC; AND JAMES JARRARD AS TRUSTEE OF THE JIMMIE PETE JARRARD CHILDREN'S TRUST VS CARSON CITY, A POLITICAL SUBDIVISION OF THE STATE OF NEVADA, AND NEVADA DIVISION OF STATE LANDS

07/27/21 – DEPT. II – HONORABLE JAMES E. WILSON, JR.
J. Higgins, Clerk – Not Reported

MINUTE ORDER

COURT ORDERED: The Clerk is hereby authorized to correct the file-stamp dates and times on the Defendant and Counterclaimant Carson City's Motions in Limine; Defendant and Counterclaimant Carson City's Motion for Summary Judgment; Carson City Motion for Summary Judgment Exhibit Appendix 1; Carson City Motion for Summary Judgment Exhibit Appendix 2; Carson City Motion for Summary Judgment Exhibit Appendix 3; Carson City Motion for Summary Judgment Exhibit Appendix 4; Carson City Motion for Summary Judgment Exhibit Appendix 5 filed July 27, 2021, respectively, to the date that it was delivered to the District Court Clerk's Office on July 26, 2021 at 4:30 p.m.

DISTRICT COURT CIVIL COVER SHEET

Carson City, Nevada County, Nevada

Case No. 20 DC 00510 13

(Assigned by Clerk's Office)

REC'D & FILED

2020 JAN 15 PM 4:36

I. Party Information *(provide both home and mailing addresses if different)*

Plaintiff(s) (name/address/phone): Tahoe Hemp, LLC 1662 Robb Drive Carson City, NV 89703	Defendant(s) (name/address/phone): AUDREY ROWLATT Carson City Nevada BY: <u>Audrey Rowlatt</u> DEPUTY
Attorney (name/address/phone): Richard G. Campbell, Jr./ Kaempfer Crowell 50 W. Liberty Street, Suite 700 Reno, NV 89501 775-852-3900	Attorney (name/address/phone):

II. Nature of Controversy *(please select the one most applicable filing type below)*

Civil Case Filing Types

<p align="center">Real Property</p> <p>Landlord/Tenant</p> <input type="checkbox"/> Unlawful Detainer <input type="checkbox"/> Other Landlord/Tenant <p>Title to Property</p> <input type="checkbox"/> Judicial Foreclosure <input type="checkbox"/> Foreclosure Mediation Assistance <input type="checkbox"/> Other Title to Property <p>Other Real Property</p> <input type="checkbox"/> Condemnation/Eminent Domain <input type="checkbox"/> Other Real Property	<p align="center">Negligence</p> <input type="checkbox"/> Auto <input type="checkbox"/> Premises Liability <input type="checkbox"/> Other Negligence <p align="center">Malpractice</p> <input type="checkbox"/> Medical/Dental <input type="checkbox"/> Legal <input type="checkbox"/> Accounting <input type="checkbox"/> Other Malpractice	<p align="center">Torts</p> <p>Other Torts</p> <input type="checkbox"/> Product Liability <input type="checkbox"/> Intentional Misconduct <input type="checkbox"/> Employment Tort <input type="checkbox"/> Insurance Tort <input type="checkbox"/> Other Tort
<p align="center">Probate</p> <p>Probate <i>(select case type and estate value)</i></p> <input type="checkbox"/> Summary Administration <input type="checkbox"/> General Administration <input type="checkbox"/> Special Administration <input type="checkbox"/> Set Aside <input type="checkbox"/> Surviving Spouse <input type="checkbox"/> Trust/Conservatorship <input type="checkbox"/> Other Probate <p>Estate Value</p> <input type="checkbox"/> Greater than \$300,000 <input type="checkbox"/> \$200,000-\$300,000 <input type="checkbox"/> \$100,001-\$199,999 <input type="checkbox"/> \$25,001-\$100,000 <input type="checkbox"/> \$20,001-\$25,000 <input type="checkbox"/> \$2,501-20,000 <input type="checkbox"/> \$2,500 or less	<p align="center">Construction Defect & Contract</p> <p>Construction Defect</p> <input type="checkbox"/> Chapter 40 <input type="checkbox"/> Other Construction Defect <p>Contract Case</p> <input type="checkbox"/> Uniform Commercial Code <input type="checkbox"/> Building and Construction <input type="checkbox"/> Insurance Carrier <input type="checkbox"/> Commercial Instrument <input type="checkbox"/> Collection of Accounts <input type="checkbox"/> Employment Contract <input type="checkbox"/> Other Contract	<p align="center">Judicial Review/Appeal</p> <p>Judicial Review</p> <input type="checkbox"/> Petition to Seal Records <input type="checkbox"/> Mental Competency <p>Nevada State Agency Appeal</p> <input type="checkbox"/> Department of Motor Vehicle <input type="checkbox"/> Worker's Compensation <input type="checkbox"/> Other Nevada State Agency <p>Appeal Other</p> <input type="checkbox"/> Appeal from Lower Court <input type="checkbox"/> Other Judicial Review/Appeal
<p align="center">Civil Writ</p> <p>Civil Writ</p> <input type="checkbox"/> Writ of Habeas Corpus <input type="checkbox"/> Writ of Mandamus <input type="checkbox"/> Writ of Quo Warrantum		<p align="center">Other Civil Filing</p> <p>Other Civil Filing</p> <input type="checkbox"/> Compromise of Minor's Claim <input type="checkbox"/> Foreign Judgment <input checked="" type="checkbox"/> Other Civil Matters

Business Court filings should be filed using the Business Court civil coversheet.

January 15, 2020

Date

Signature of initiating party or representative

See other side for family-related case filings.