

**BOARD OF COUNTY COMMISSIONERS
WASHOE COUNTY, NEVADA**

TUESDAY

11:00 A.M.

APRIL 14, 2015

PRESENT:

Marsha Berkbigler, Chair

Kitty Jung, Vice Chair

Vaughn Hartung, Commissioner

Jeanne Herman, Commissioner

Bob Lucey, Commissioner

Jaime Dellera, Deputy County Clerk

Kevin Schiller, Assistant County Manager (11:05 a.m. to 12:40 p.m.)

John Slaughter, County Manager (2:30 p.m. to 6:22 p.m.)

Paul Lipparelli, Legal Counsel

The Washoe County Board of Commissioners convened at 11:05 a.m. in regular session in the Commission Chambers of the Washoe County Administration Complex, 1001 East Ninth Street, Reno, Nevada. Following the Pledge of Allegiance to the flag of our Country, the Clerk called the roll and the Board conducted the following business:

15-0254 AGENDA ITEM 3 – PUBLIC COMMENT

Agenda Subject: “Comment heard under this item will be limited to three minutes per person and may pertain to matters both on and off the Commission agenda. The Commission will also hear public comment during individual action items, with comment limited to three minutes per person. Comments are to be made to the Commission as a whole.”

Stuart Mackie said he had a copy of the Commissioners’ official oaths and bonds, which seemed to be in good shape. He noted Judge David Hardy, Second Judicial District Court, did not have a signed Oath of Office on file from the 2008 election. He said some of the Commissioners’ bonds were for \$7.5 million and some were for \$10 million. He further addressed the Board regarding the State Constitution, the Truckee Meadows Water Authority (TMWA), and the Sparks City Council’s lack of oaths. He requested an agenda item so he could speak to the Commission about several items.

Ernest Aldridge said the Oath of Office and the Constitution formed an enforceable contract and was a public trust. He stated he had been impacted by officers of Washoe County that violated their oath, but he had no place to go to report the violation, nor did anyone have any interest in it. He stated Washoe County formed alliances that impacted people far outside of Washoe County and that impact obligated the officers of Washoe County and their bonds. He said it was just a matter of time until the people who

were impacted by those alliances and had their property rights trampled on realized they had a means by which they could retaliate.

Dr. Dennis Wilson said he opposed the feral cat ordinance, Agenda Item 15. A copy of his comments, his testimony before the Nevada Legislature, and the National Association of State Public Health Veterinarians, Inc. memorandum regarding Animal Rabies Prevention and Control, 2011 were placed on file with the Clerk.

Sam Dehne spoke about the State of the County Address given by John Slaughter, County Manager.

Garth Elliott spoke about what the State of the County Address meant to him as a person and his volunteer efforts to support the County. He said the founders intended government's intrusion into the lives of the citizens be kept to a minimum, and government should only do for the citizens what they could not do for themselves.

Bob Brunner said he was against having feral cat colonies, Agenda Item 15, because releasing and abandoning animals was illegal. He stated he would petition the Wildlife Commission if the feral cat colonies were moved forward, because the Department of Wildlife was responsible for managing and protecting Nevada's wildlife. He said this program would contribute to killing Nevada's wildlife and the Board did not have the authority to do that.

George Newell said he delivered a letter to the Board on March 16th. He noted since then, other things had come to his attention. He stated Madelyn Shipman, the Board's former Legal Counsel, noted there was a question regarding the legality of imposing fees on the developers, which was why the five and ten year clauses were put into the amendments. He said it was illegal for the County to not return the fees to the developers. He stated per an e-mail from Paul McArthur, Comptroller, to his attorney dated March 25, 2015, Mr. McArthur advised the fees were not put into separate bank accounts, but were placed into some kind of joint investment and comingled with County funds. He said instead of the fees increasing in value, they had been depleted. He stated in his case, his funds had shrunk \$13,000 in the last five months. He stated on March 10, 2015, Mr. McArthur stated the County was only a holder of a fiduciary account that could not be touched, which was a bald-faced lie, and the Commissioners had been misled by staff to cover up illegal activities. He said the developers were now insisting the County pay them immediately from the General Fund, pay their attorney fees, and forgo the 1 percent for which they would assign their rights to the money over to the County. He stated otherwise the County would have to face the consequences.

15-0255 AGENDA ITEM 4 – ANNOUNCEMENTS/REPORTS

Agenda Subject: “Commissioners’/Manager’s announcements, reports/updates from County Commission members concerning various boards/commissions they may be a member of or liaison to. Requests for information, topics for future agendas and any ideas and suggestions for greater efficiency, cost effectiveness and

innovation in County government. (No discussion among Commissioners will take place on this item.)”

Kevin Schiller, Assistant County Manager, advised the Board would resume holding a meeting on the third Tuesday of the month starting April 21, 2015, which meant there would be meetings on the second, third, and fourth Tuesday of each month.

Commissioner Herman requested a report from Legal Counsel regarding the legality of the Oaths of Office and an update on the hoop-house issue.

Commissioner Hartung requested an update on where Allison Gordon, Internal Auditor, was on the forensic audit. He said there was the potential for Ms. Gordon to look at a timeline on the internment at the detention facility and who got to collect, what it cost the County versus who got the penalties. He noted April was Donate Life month, and he encouraged everyone to indicate that they were willing to be organ donors on their Driver’s License if it fell within their beliefs.

Commissioner Jung asked for a full accounting on the Commissioners’ surety bonds and regarding George Newell’s monies. She stated there were several projects that would require staff spending more than two hours on them. She said the first was creating a bee friendly county, which would require looking at the pesticides and other management practices used in the County’s parks. She noted many plants people planted were detrimental to the bee population. She said she heard a great program on National Public Radio regarding students sharing housing with seniors, and she would like the County to look into whether there was interest in that type of arrangement in the community and if it would be a viable project. She said the County’s libraries had excess or outdated books that were often thrown away, and she wanted to look into creating free book exchanges at the Sparks Marina, Incline’s beaches, and the different parks. She also wanted staff to look into possible zoning issues with putting book exchanges in peoples’ front yards.

Commissioner Jung stated the Manager’s State of County address was the best she had ever attended, because it was moving and emotional. She said she was proud of being the social safety net for this community.

Commissioner Lucey said he had the opportunity to testify before the Legislature and to be a part of the process. He commended the County’s Legislative team for the phenomenal job they were doing. He stated he was working on bringing back town-hall meetings in his district, because he felt the communication between the citizens and the Commissioners was lacking, and quite a few citizens felt their voice was not being heard. He said town-hall meetings would focus on discussions regarding citizen issues and the Citizen Advisory Board (CAB) would focus more on business issues. He stated something should be in place by late June or early July.

Chair Berkbigler said Lake Tahoe's clarity increased this year by seven feet over last year and the clearest portion of the Lake was found within Washoe County. She noted there would be a position opening on the Reno-Tahoe Airport Authority Board, and the appointment needed to occur by June 15th. She said medical marijuana growing facilities generated a lot of greywater but, when one group contacted the Washoe County Golf Course, they were informed the golf course could not use greywater. She requested staff investigate why. She said this might take more than two hours of staff time, which would mean it would have to come before the Board as an agenda item. She noted she and Commissioner Lucey attended the City of Reno's special meeting on the fire consolidation, and Reno's staff was asked to come back with what could be done in the short term and information on the long term merging of the two fire departments. She said the City of Reno's Mayor wanted to put the merger as a question on a ballot. She stated she requested something in writing and informed the City it would be brought before the Commission to discuss and the Commission would need to know what the ballot measure would say before they could even consider going that far. She stated the County Manager did a fabulous job on his State of the County address, which showcased how terrific the County's employees were, and all of the different things the County did for its citizens. She noted the services provided were also provided to the residents of the Cities of Reno and Sparks and not just to those who resided in the County.

Commissioner Hartung said book donations could be taken to the Cascades of the Sierra Senior Living facility. Chair Berkbigler stated the Senior Center also welcomed donations of books.

Commissioner Hartung concurred with the comments made regarding the County Manager's State of the County address.

CONSENT AGENDA – ITEMS 5A THROUGH 5F(3)

In response to the call for public comment, Sam Dehne spoke about the consent agenda handling housekeeping items and that the State of County address showed the County was in good shape, better than it was a few years ago.

15-0256 AGENDA ITEM 5A

Agenda Subject: “Approve minutes for the special Board of County Commissioners meeting of January 23, 2015 and the regular Board of County Commissioners meetings of January 27th and February 10, 2015.”

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Herman, which motion duly carried, it was ordered that Agenda Item 5A be approved.

15-0257 AGENDA ITEM 5B – ASSESSOR

Agenda Subject: “Approve roll change requests for errors discovered for the 2014/15, 2013/14, 2012/13, and 2011/12 unsecured tax rolls and authorize Chairman to execute the changes described in Exhibit A and further direct the Washoe County Treasurer to correct the error(s). [Cumulative amount of reduction \$12,647.34]-- Assessor. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Herman, which motion duly carried, it was ordered that Agenda Item 5B be approved, authorized, executed, and directed.

15-0258 AGENDA ITEM 5C(1) – DISTRICT COURT

Agenda Subject: “Acknowledge retroactively the acceptance of a grant award from the Alliance with the Washoe County Medical Society’s to the Second Judicial District Court, Kid’s Court/Ask an Inmate Program in the amount of [\$4,000; no match required] effective fiscal year 2014-15, March 3, 2015 through June 30, 2015, and direct the Comptroller’s Office to make the necessary budget adjustments. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Herman, which motion duly carried, it was ordered that Agenda Item 5C(1) be acknowledged, accepted, and directed.

15-0259 AGENDA ITEM 5C(2) – DISTRICT COURT

Agenda Subject: “Approve grant award [\$7,057.50, no County Match Required] effective April 15, 2015 - June 30, 2015 from the Washoe County Bar Association to the Second Judicial District Court for the Law Library and direct Comptroller’s Office to make the necessary budget adjustments. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Herman, which motion duly carried, it was ordered that Agenda Item 5C(2) be approved and directed.

15-0260 AGENDA ITEM 5D(1) – COMMUNITY SERVICES

Agenda Subject: “Approve grant funding [\$4,732.07 with no County match] from the USDA Forest Service, received under the 1908 Act which mandates 25 percent

payments to the states from receipt from national forests in each state, for the benefit of public roads within Washoe County from the USDA Forest Service and direct Comptroller's Office to make the appropriate budget adjustments. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Herman, which motion duly carried, it was ordered that Agenda Item 5D(1) be approved and directed.

15-0261 AGENDA ITEM 5D(2) – COMMUNITY SERVICES

Agenda Subject: “Approve an Interlocal Agreement between the Sun Valley General Improvement District and Washoe County for an initial fourteen month term, commencing May 1, 2015, with automatic annual renewals commencing July 1, 2016, for the continued use and occupancy of the Sun Valley Community Center for the Washoe County Senior Services Department [approximately \$23,160 annually]. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Herman, which motion duly carried, it was ordered that Agenda Item 5D(2) be approved. The Interlocal Agreement for same is attached hereto and made a part of the minutes thereof.

15-0262 AGENDA ITEM 5D(3) – COMMUNITY SERVICES

Agenda Subject: “Approve an Interlocal Contract for Cooperative Purchasing between Washoe County and the Houston-Galveston Area Council (H-GAC), through June 30, 2015, with annual automatic renewals, for the purchase of one (1) new Model EZ 1000 Crafcro Cracksealer using the H-GAC program [\$62,374.45]. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Herman, which motion duly carried, it was ordered that Agenda Item 5D(3) be approved. The Interlocal Contract for same is attached hereto and made a part of the minutes thereof.

15-0263 AGENDA ITEM 5D(4) – COMMUNITY SERVICES

Agenda Subject: “Adopt a Resolution Accepting Streets for a portion of Whistler Ridge Drive, APN 142-432-04 (totaling 7,253 square feet), for use as a public street

right-of-way; and if approved, direct the Clerk's Office to record the Resolution. (Commission District 2.)"

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Herman, which motion duly carried, it was ordered that Agenda Item 5D(4) be approved, directed, and recorded. The Resolution for same is attached hereto and made a part of the minutes thereof.

15-0264 AGENDA ITEM 5D(5) – COMMUNITY SERVICES

Agenda Subject: "Approve a Resolution calling a hearing (to be set for May 12, 2015 at 3:00 p.m.) on the amendment of the boundaries of District No. 24 (Groundwater Remediation/Central Truckee Meadows Remediation District) in Washoe County, Nevada; providing for a notice of hearing, and providing other matters properly related thereto. (All Commission Districts.)"

Commissioner Hartung asked if it was known how large the plume was. Chris Benedict, Remediation District Program Manager, said one of the two boundary components was the service area boundary, which included all of the parcels that received water service from providers in the affected area. He said the second was the contaminant boundary, which shrunk. Commissioner Hartung stated this item did not deal with the contaminant boundary. Mr. Benedict replied that was correct.

Commissioner Hartung asked if the inflow of the PCE contamination had stopped. Mr. Benedict said the 45 drycleaners using PCE had dropped to 16. He said the County had been working closely with the Cities of Reno and Sparks, who provided direct oversight, to ensure the drycleaners' practices would minimize the instances of discharge, and those instances had decreased significantly. Commissioner Hartung noted if the source of the contamination was not stopped, there would be no way to ever stop the remediation. Mr. Benedict said the Cities were more engaged in making sure the existing laws were followed. He stated if there was a release into the environment, the State of Nevada through the Division of Environmental Protection would administer a corrective action to ensure the groundwater was protected.

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Herman, which motion duly carried, it was ordered that Agenda Item 5D(5) be approved. The Resolution for same is attached hereto and made a part of the minutes thereof.

15-0265 AGENDA ITEM 5E(1) – COMPTROLLER

Agenda Subject: "Acknowledge receipt of the 33rd annual Certificate of Achievement for Excellence in Financial Reporting from the Government Finance

Officers Association of the United States and Canada for the County's Comprehensive Annual Financial Report for the fiscal year ended June 30, 2014. (All Commission Districts.)"

Commissioner Hartung noted this was the 33rd consecutive Certificate of Achievement for Excellence in Financial Reporting from the Government Finance Officers Association of the United States and Canada that the County received. Paul McArthur, Comptroller, said there were 20 such Certificates hanging on the wall, which was quite impressive and was a statement about the hard work done by staff. He said on behalf of himself and staff, he thanked the Board.

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Herman, which motion duly carried, it was ordered that Agenda Item 5E(1) be acknowledged.

15-0266 AGENDA ITEM 5E(2) – COMPTROLLER

Agenda Subject: "Approve the removal of uncollectible accounts receivables totaling [\$22,450.51.] (All Commission Districts.)"

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Herman, which motion duly carried, it was ordered that Agenda Item 5E(2) be approved.

15-0267 AGENDA ITEM 5F(1) – MANAGER

Agenda Subject: "Approve a transfer from General Fund (Community Support-Special Purpose Awards) in the amount of [\$1,856] to the Capital Improvement Fund for the construction of the volunteer fire station expansion; and direct Comptroller's Office to make the appropriate budget adjustments. (Commission District 5.)"

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Herman, which motion duly carried, it was ordered that Agenda Item 5F(1) be approved and directed.

15-0268 AGENDA ITEM 5F(2) – MANAGER

Agenda Subject: "Accept a 2013 Department of Homeland Security (DHS) State Homeland Security Program (SHSP) Exercise grant passed through the State of Nevada, Division of Emergency Management for [\$19,970, no County match

required,] retroactive for the period of March 20, 2015 through June 30, 2015 to fund expenses for the Incline Village full-scale (Mill Creek) Evacuation exercise; and direct Comptroller's Office to make the appropriate budget adjustments. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Herman, which motion duly carried, it was ordered that Agenda Item 5F(2) be accepted and directed.

15-0269 AGENDA ITEM 5F(3) – MANAGER

Agenda Subject: “Acknowledge notification of a budget adjustment made in order to accommodate travel expenditures in excess of the original budget, but within Registrar of Voters’ approved budget for fiscal year 2014-2015 [No fiscal impact]. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Herman, which motion duly carried, it was ordered that Agenda Item 5F(3) be acknowledged.

BLOCK VOTE – AGENDA ITEMS 6, 8, 9, 10, AND 12

15-0270 AGENDA ITEM 6 – ANIMAL SERVICES

Agenda Subject: “Recommendation to approve Interlocal Agreement between the Washoe County Health District, also known as the Rabies Control Authority, and Washoe County Regional Animal Services to outline the responsibilities between the parties, for the control of rabies in Washoe County--Animal Services. (All Commission Districts.)”

In response to the call for public comment, John Potash said Section 2, Subsection D in the Interlocal Agreement did not differentiate between wild and captive animals, and he asked if there was a way to add that differentiation. He said currently it was illegal to possess a rabies-vector animal except for a few exceptions. He stated over the past year he had been working with the Nevada Department of Wildlife (NDOW), the Wildlife Commission, the Department of Agriculture, and the Health District regarding creating an exemption that would allow the possession of rabies-vector species under NDOW's commercial possession permit for the purposes of education. He said he also did avoidance training for dogs. He stated if making that change was successful, that portion of the Interlocal Agreement and Washoe County Code 55.610 would prove to be detrimental in the event of an accidental bite. He said the animals kept would be captive-born and raised and procedures would be put in place to prevent their exposure to rabies.

He stated because of that, it was felt they should be treated as other domesticated animals in the event of a bite, such as quarantine.

Commissioner Hartung said the speaker made a valid point, but he would have to ask Legal Counsel about whether there was a provision about a period of quarantine and would that language need to be revisited. He stated he had known people who had pet raccoons. Paul Lipparelli, Legal Counsel, advised the County Code, Section 55.610 provided a period of time to hold a cat, dog, or ferret that bit a person and might have rabies. He stated Section 6 said an animal, wild, exotic or domestic, might be destroyed during the capture process when there was a reason to believe it had bitten a person or had rabies. He said it did not say must, which meant there was discretion available to animal officers to decide whether or not to hold the animal.

On motion by Commissioner Jung, seconded by Commissioner Lucey, which motion duly carried, it was ordered that Agenda Item 6 be approved. The Interlocal Agreement for same is attached hereto and made a part of the minutes thereof.

Later in the meeting, Mr. Lipparelli said he wanted to clarify his previous statements. He stated Mr. Potash was referring to Section 9 of the ordinance, which referred to skunks and raccoons, while he was referring to Section 6. He said Section 9 required the immediate euthanization of the animal. He said Mr. Potash said he was engaged in trying to get a change to the State regulation and, if that succeeded, a second look could be taken at the ordinance to see what would be needed to apply in every situation.

Chair Berkbigler asked if the State passed the regulation, would it be mandatory for the County to comply. Mr. Lipparelli said staff would look at it when the regulation was changed to make sure the County's ordinance was in compliance. Commissioner Hartung asked if the remedy would be to add the word "domesticated" or something along that line. Mr. Lipparelli agreed and said it would be looked at more carefully when the time came. He said Mr. Potash's interest was specifically towards the training of some wild animals, and he did not want to be prohibited from doing that training due to the application of the County Code.

15-0271 AGENDA ITEM 8 – MANAGER

Agenda Subject: "Recommendation to accept a 2015 Nevada State Emergency Response Commission, Hazardous Materials Emergency Preparedness Training grant [\$18,047, no County match required], retroactive for the period of March 2, 2015 through September 30, 2015 and if accepted, authorize Chairman to execute a Resolution to subgrant funds to other governments which make up the Local Emergency Planning Committee as follows: \$18,047 to the City of Sparks on behalf of the Sparks Fire Department/TRIAD, and authorize the County Manager, or his designee, to sign a subgrant contract with the Local Emergency Planning Committee member; and direct Comptroller's Office to make the appropriate budget adjustments--Manager. (All Commission Districts.)"

There was no public comment on this item.

On motion by Commissioner Jung, seconded by Commissioner Lucey, which motion duly carried, it was ordered that Agenda Item 8 be accepted, authorized, executed, and directed. The Resolution for same is attached hereto and made a part of the minutes thereof.

15-0272 AGENDA ITEM 9 – MANAGER

Agenda Subject: “Recommendation to acknowledge Publication of Notice of Intent to Augment Budgets and approve the attached resolution to augment the General Fund in the amount of [\$3,398,217] and approve the use of General Fund Carryover to cover previously approved unbudgeted expenditures for fiscal year 2014-15; and, direct Comptroller to make the appropriate budget adjustments [net impact to County Budget is zero]--Manager. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Jung, seconded by Commissioner Lucey, which motion duly carried, it was ordered that Agenda Item 9 be acknowledged, approved, and directed. The Resolution for same is attached hereto and made a part of the minutes thereof.

15-0273 AGENDA ITEM 10 – COMMUNITY SERVICES

Agenda Subject: “Recommendation to award a bid and approve the Agreement to the lowest responsive, responsible bidder for the Building A – West End Remodel and Mechanical Upgrades Project recommended [Sullivan Structures, LLC, \$384,810]--Community Services. (Commission District 3.)”

There was no public comment on this item.

On motion by Commissioner Jung, seconded by Commissioner Lucey, which motion duly carried, it was ordered that Agenda Item 10 be awarded and approved.

15-0274 AGENDA ITEM 12 – COMMUNITY SERVICES

Agenda Subject: “Recommendation to approve a Cooperative (Local Public Agency) Agreement between Washoe County and the Nevada Department of Transportation; and accept a Federal Highway Administration Transportation Alternatives Program subgrant award [in the amount of \$200,000; with match of \$10,526] for the period of April 14, 2015 through December 31, 2016, funded through a Community Development Block Grant for the Sun Valley Second Avenue Sidewalk project; and if approved direct Comptroller’s Office to make the necessary budget adjustments--Community Services. (Commission District 3.)”

There was no public comment on this item.

On motion by Commissioner Jung, seconded by Commissioner Lucey, which motion duly carried, it was ordered that Agenda Item 12 be approved, accepted, and directed. The Cooperative Agreement for same is attached hereto and made a part of the minutes thereof.

15-0275 AGENDA ITEM 7 – COMPTROLLER

Agenda Subject: “Recommendation to approve quarterly transfers from the Washoe County, Nevada OPEB Trust Fund to the Washoe County Health Benefits Fund for the purpose of reimbursing the County for the cost of retiree health insurance premiums--Comptroller. (All Commission Districts.)”

Paul McArthur, Comptroller, said the quarterly transfers had been occurring for over a decade, but the Other Post-Employment Benefits (OPEB) Trust Fund Board of Trustees did a literal interpretation of the contract; and as a member of the Trust, he believed it was prudent. He said this was a liability that would fall upon the County if it failed to make the transfer, and the transfers were part of the operational budget. He stated the County was legally obligated to make the transfers, and this was just a cautionary approval.

Commissioner Hartung asked if this was sustainable. Mr. McArthur said the County’s financial obligation was part of its revenue stream. He stated it was sustainable, but there could be a potential exposure to its increasing.

There was no public comment on this item.

On motion by Commissioner Jung, seconded by Commissioner Hartung, which motion duly carried, it was ordered that Agenda Item 7 be approved.

15-0276 AGENDA ITEM 11 – COMMUNITY SERVICES

Agenda Subject: “Recommendation to approve an Agreement between Mercey Springs 152 Partners, LLC and Washoe County for a thirty six (36) month term, commencing July 1, 2015 through June 30, 2018, for the continued occupancy of the North Valleys Library Branch located at 1075 North Hills Boulevard, Reno [\$172,992 with a 2.5% annual increase]--Community Services. (Commission District 5.)”

Commissioner Hartung asked what happened if the County found a better suited facility in the North Valleys in the next year. He stated he was under the impression the lease could be terminated easily, but it appeared the County would have to pay almost \$68,000 to do so, which was a lot of money. He asked if the County should enter into this kind of an agreement, because it would cost \$11,600 a month. Dave

Solaro, Community Services Director, said there were two parts to this, one part was if the County built a facility or a different location was found, and the second part was if the County could not fund the lease. He said realistically if the County decided to build a library, it would take three years to fund, design, and construct it. He said if the Board directed staff to look for a new location, staff could do that because the lease did not have to be entered into until July. He confirmed the termination clause was after 24 months, after which the County could give the landlord six months' notice, pay six months and be out, which would be almost the whole lease. Commissioner Hartung said there would be no benefit to terminating the lease. Mr. Solaro stated a lot of it was based on timing and the County's financial forecasts.

Mr. Solaro said the County could get out of the lease at no cost if it could not afford the lease. Paul McArthur, Comptroller, advised all of Washoe County's contracts had a financial payment ability clause in them, and the contract could be exited if it could not be funded. Commissioner Hartung stated there was a wide chasm between not wanting to fund it and not having the money in the budget to fund it.

Commissioner Hartung said the owner of the Reno Town Mall lauded the presence of the library due to it drawing a lot of people to the facility. He stated the library almost acted like an anchor for that mall. He stated for this facility, the base rate was \$1.23 per square foot for the first year and \$.34 for CAM fees per square foot, with utilities and certain types of maintenance on top of those fees. He said he was questioning this from a business perspective, and could the library system's dollars be spent more efficiently and wisely or was this the only option.

Commissioner Jung said Commissioner Hartung raised good points, and she suggested postponing this item and directing staff to go back and try to negotiate a better deal based on what they felt the library was worth to the landlord. She did not feel there was any chance a library could be built out there within three years due to the Library Expansion Fund being down to a pittance because it was used to balance the library's budget during the recession. She said the General Services Tax was something the County could look at to do something somewhat quickly. She commented one thing that was a little different than the Reno Town Mall location was that this was a storefront, but it should still be a big draw for the owner to get other people to lease.

Commissioner Lucey agreed with postponing this item. He felt the termination clause should be less, especially for a tenant of the County's stature.

Chair Berkbigler said this item would be pulled for further work and suggested Commissioner Jung participate with staff. Paul Lipparelli, Legal Counsel, said the lease expired on June 30, 2015, and it would be important that this lease be brought back to the Board prior to that expiration date.

There was no public comment on this item.

Agenda Subject: “Request for policy direction from the Washoe County Commissioners as to whether Washoe County Code Chapter 25 (Business License Ordinance) should be amended to waive business license fees for not-for-profit businesses and organizations--Community Services. (All Commission Districts.)”

Bob Webb, Planning Manager, said on February 24th, the Board initiated amendments to the Business License Ordinance, Chapter 25, and provided policy direction on several matters, including charging nonprofits business-license fees. He stated staff was directed to look at the best practices and what the nonprofit gave back to the community. He said the staff report provided the information found during a sampling of 16 jurisdictions. He stated many of the jurisdictions followed a process where the nonprofit had to demonstrate they were not for profit, which in Nevada was also tied to a State business license and specific chapters of the Nevada Revised Statutes (NRS) that established the rules for a nonprofit organization. He said many jurisdictions did charge application fees, inspection fees, or permit fees. He stated staff could not find a link regarding the nonprofit giving back to the community, and staff felt implementing that ran the risk of them being subjective and not being fair across the board in the evaluation of the rate of return. He said staff’s policy recommendations started on page 3 of the staff report and covered five areas. He stated staff was requesting direction on incorporating those five recommendations into the changes to the Business License Ordinance.

Commissioner Jung thanked staff for their work, because it helped her make a decision to not go any further. She stated a lot of churches and others were exempted in this country, because they were supposed to be feeding and housing the homeless. She said she did not see that happening due to the feeling that it was the government’s job, but they still wanted the exemption.

In response to the call for public comment, Garth Elliot suggested the artists in the area be looked at if the nonprofits were exempted from the business-licensing fees, because this was supposed to be an artist friendly community. He said there were other issues in Code regarding home-based artist businesses and there were a huge number of artists in the community who worked out of their homes. He said the County should look at making this a much friendlier place for artists to do business, because there was a whole month of activities centered on the arts.

Commissioner Hartung asked how this would affect the nonprofits that ran events, such as the balloon races. Mr. Webb said if this policy was put into Code, a nonprofit organization that was holding an outdoor festival would be required to pay the application fee, but not the \$350 daily license fee.

On motion by Commissioner Jung, seconded by Commissioner Lucey, which motion duly carried, it was ordered that Washoe County Code Chapter 25 be cleaned up as originally proposed without waiving the business-license fees for nonprofits.

Agenda Subject: “Introduction and first reading of an ordinance amending the Washoe County Code at Chapter 110 (Development Code) to delete Section 110.806.25, Hearing of Appeal by Board, and Section 110.806.30, Notice of Board Hearing, of Division Eight, Procedures; to add a new Section at 110.912.20 of Division Nine, General Provisions, regarding appeals to the Board of County Commissioners of decisions by the Board of Adjustment, the Planning Commission, and Hearing Examiners; to amend various sections throughout the Development Code to adopt the new appeal provisions, including Section 110.606.55, Appeals of Parcel Map Decisions, and Section 110.608.15, Appeals of Decisions Regarding Subdivision Maps, of Division Six, Subdivision Regulations; and, Section 110.804.40, Appeals of Decisions Regarding Variances, Section 110.806.15, Review Procedures of Planning Commission Regarding Vacations and Abandonments of Easements or Streets, Section 110.806.35, Action by Board Regarding Vacations and Abandonments of Easements or Streets, Section 110.808.45, Appeals of Decisions Regarding Administrative Permits, Section 110.810.50, Appeals of Decisions Regarding Special Use Permits, Section 110.818.25, Appeals of a Denial Regarding Development Code Amendments, and Section 110.818.30, Action by Board Regarding Development Code Amendments, of Division Eight, Procedures; and, Section 110.912.10, Washoe County Board of Adjustment, to add a new subsection (j) to provide general rules regarding appeals of administrative decisions to the Board of Adjustment and other matters relating to the new appeal provisions and Board membership that is no longer applicable; Section 110.914.05, Washoe County Department of Community Development, at subsection (f) to provide for appeals of a decision of the Director; and, Section 110.914.00, Purpose, and Section 110.914.05, Washoe County Department of Community Development, to correct the terminology of the Planning and Development Division with the establishment of the Community Services Department of Division Nine, General Provisions. Recommendations include other matters properly relating thereto. And, if supported, set the public hearing for second reading and possible adoption of the Ordinance for April 28, 2015, at 3:00 p.m.-- Community Services. (All Commission Districts.)”

Jaime Delleria, Deputy County Clerk, read the title for Bill No. 1736.

There was no public comment on this item.

Bill No. 1736, entitled, "AN ORDINANCE AMENDING THE WASHOE COUNTY CODE AT CHAPTER 110 (DEVELOPMENT CODE), TO DELETE SECTION 110.806.25, HEARING OF APPEAL BY BOARD, AND SECTION 110.806.30, NOTICE OF BOARD HEARING, OF DIVISION EIGHT, PROCEDURES; TO ADD A NEW SECTION AT 110.912.20 OF DIVISION NINE, GENERAL PROVISIONS, REGARDING APPEALS TO THE BOARD OF COUNTY COMMISSIONERS OF DECISIONS BY THE BOARD OF ADJUSTMENT, THE PLANNING COMMISSION, AND HEARING

EXAMINERS; TO AMEND VARIOUS SECTIONS THROUGHOUT THE DEVELOPMENT CODE TO ADOPT THE NEW APPEAL PROVISIONS, INCLUDING SECTION 110.606.55, APPEALS OF PARCEL MAP DECISIONS, AND SECTION 110.608.15, APPEALS OF DECISIONS REGARDING SUBDIVISION MAPS, OF DIVISION SIX, SUBDIVISION REGULATIONS; AND, SECTION 110.804.40, APPEALS OF DECISIONS REGARDING VARIANCES, SECTION 110.806.15, REVIEW PROCEDURES OF PLANNING COMMISSION REGARDING VACATIONS AND ABANDONMENTS OF EASEMENTS OR STREETS, SECTION 110.806.35, ACTION BY BOARD REGARDING VACATIONS AND ABANDONMENTS OF EASEMENTS OR STREETS, SECTION 110.808.45, APPEALS OF DECISIONS REGARDING ADMINISTRATIVE PERMITS, SECTION 110.810.50, APPEALS OF DECISIONS REGARDING SPECIAL USE PERMITS, SECTION 110.818.25, APPEALS OF A DENIAL REGARDING DEVELOPMENT CODE AMENDMENTS, AND SECTION 110.818.30, ACTION BY BOARD REGARDING DEVELOPMENT CODE AMENDMENTS, OF DIVISION EIGHT, PROCEDURES; AND, SECTION 110.912.10, WASHOE COUNTY BOARD OF ADJUSTMENT, TO ADD A NEW SUBSECTION (J) TO PROVIDE GENERAL RULES REGARDING APPEALS OF ADMINISTRATIVE DECISIONS TO THE BOARD OF ADJUSTMENT AND OTHER MATTERS RELATING TO THE NEW APPEAL PROVISIONS AND BOARD MEMBERSHIP THAT IS NO LONGER APPLICABLE; SECTION 110.914.05, WASHOE COUNTY DEPARTMENT OF COMMUNITY DEVELOPMENT, AT SUBSECTION (F) TO PROVIDE FOR APPEALS OF A DECISION OF THE DIRECTOR; AND, SECTION 110.914.00, PURPOSE, AND SECTION 110.914.05, WASHOE COUNTY DEPARTMENT OF COMMUNITY DEVELOPMENT, TO CORRECT THE TERMINOLOGY OF THE PLANNING AND DEVELOPMENT DIVISION WITH THE ESTABLISHMENT OF THE COMMUNITY SERVICES DEPARTMENT OF DIVISION NINE, GENERAL PROVISIONS. RECOMMENDATIONS INCLUDE OTHER MATTERS PROPERLY RELATING THERETO," was introduced by Commissioner Hartung, and legal notice for final action of adoption was directed.

15-0279 AGENDA ITEM 15 – ANIMAL SERVICES

Agenda Subject: “Introduction and first reading of an ordinance amending Washoe County Code Chapter 55 by adding provisions related to the managed care of feral cats and related definitions; and making changes to the definitions of “nuisance” and “owner”--Animal Services. (All Commission Districts.)”

Jaime Deller, Deputy County Clerk, read the title for Bill No. 1737.

In response to the call for public comment, Garth Elliott, said he was not sure the concept of Trap, Neuter, and Release (TNR) was a good idea, but he looked at the figures and it was working. He said the numbers were dropping because the animals in the colony could not reproduce. He stated the concept of TNR was a good one, was

cost effective, and did not decimate our wildlife. He said the County needed to continue to support TNR.

Kevin Ryan, Nevada Humane Society (NHS) CEO, said when the no kill initiative began, Washoe County was taking in 38 dogs and cats per 1,000 people, while the national average was 14. He stated those numbers were going down because TNR was effective in Washoe County. He said Washoe County was declared to be the safest place to be a dog or a cat in the United States in 2012. He stated 80 percent of Americans supported TNR because it was effective. He stated trap and kill did not work because we did not have the resources nor could enough cats be trapped and killed to reduce the feral cat populations. He said trap and kill led to more cats, which was substantiated by science. He stated it was simply not true that the cats were abandoned and ill, because a study from 1993 to 2004 of 103,643 cats found less than 1 percent had to be euthanized due to illness or injury. He said the cats were thriving, and there had not been a case of cat to human transmission of rabies in the last 30 years in the United States. He said last year less than 4 percent of the rabies cases were due to cats and, in testing for infectious diseases, it was found feral cats were no more dangerous to human health than pet cats. He said Dr. Levy studied feral cats over six years and 83 percent were still there. He said the bottom line was TNR was effective and the only humane solution to reduce the feral cat population.

Denise Stevens noted she was one the founders of Community Cats in 2004. She said since then, around 20,000 free-roaming cats had been altered and vaccinated with 5,000 to 6,000 residents and businesses participating. She said a vaccinated cat added to the barrier between people and wildlife. She stated the reality was there was no other viable solution, because it would be too costly to trap enough cats in a short enough time to make a difference. She encouraged the Board to allow TNR to continue in this community.

John Potash said he founded and administered the Wildlife Rescue Foundation in Washoe County. He stated he studied feral cats and their overall negative impact on wildlife, and feral cats killed more for the thrill of the hunt than for food. He said while doing wildlife rescue, the number of injured animals brought in due to cat attacks was remarkable and it was unknown how many animals were killed. He said rather than developing a sound plan to eliminate the threat they represented, plans were being developed to support and sustain them, which would allow them to continue destroying wildlife. He stated personal feelings should be put aside and the logical thing should be done to protect the natural wild animals that fell victim to the nonnative feral invaders. He said he was not saying he did not support TNR, but more should be done. He recommended sending this proposed ordinance back for further research and discussion, which should involve biologists and wildlife specialists, to come up with some sort of reasonable compromise, such as only allowing colonies on private property.

Ms. Deller said a letter from Tina Nappe was submitted to the Board and was placed on file with the Clerk.

Commissioner Jung said bravo to staff, both from the legal standpoint, the animal management standpoint, as well as their cooperation with the NHS. She said the TNR program was on pause, and the NHS would be bringing back data on what that pause did in the effort to manage the colonies to extinction.

Bill No. 1737, entitled, "**AN ORDINANCE AMENDING THE WASHOE COUNTY CODE BY ADDING PROVISIONS RELATED TO THE MANAGED CARE OF FERAL CATS AND RELATED DEFINITIONS; AND MAKING CHANGES TO THE DEFINITIONS OF "NUISANCE" AND "OWNER,"**" was introduced by Commissioner Jung, and legal notice for final action of adoption was directed.

Commissioner Hartung asked where AB 261 stood, which was about revising the definition of abandonment. Chair Berkbigler replied it did not get out of committee by Friday's deadline and was killed.

12:40 p.m. The Board recessed.

2:30 p.m. The Board reconvened with John Slaughter, County Manager, and all Board members present.

15-0280 AGENDA ITEM 16 – MANAGER

Agenda Subject: "Update on Single Stream Recycling Proposed Models and direction to staff on future changes to the current Garbage Franchise Agreement--Manager. (All Commission Districts.)"

Kevin Schiller, Assistant County Manager, noted the City of Reno already implemented single-stream recycling and the City of Sparks was in negotiations with Waste Management. He said the County's agreement expired in December 2015, but there was an optional renewal for another five years. He stated implementing single-stream recycling would require changing the Franchise Agreement. He advised the eight themes that came out of the discussions held at the Citizen Advisory Boards (CABs) were shown on page 4 of the staff report.

Mr. Schiller said staff would like to move forward with the pro forma based on the options the Board would want considered, and a detailed financial modeling would be brought back based on those selections so an implementation timeline and agreement could be developed and the recycling containers could be ordered prior to the implementation.

Greg Martinelli, Waste Management, said the first two slides in his PowerPoint presentation depicted what a neighborhood currently looked like on service day and what it would look like after single-stream recycling was implemented with everything being placed in closed containers. He stated the feedback received from the CABs led to altering the proposal, so it was a little different than what it would be in a

city environment. He said this became a policy decision for the Board regarding what they wanted the community to look like. He stated 25,000 customers had 96-gallon container service and about 7,000 had a blended mix of other services. He said the intent was to containerize everything, but not to substantially raise rates. He reviewed the draft slides providing the recommendations for residential service, the standard residential service options, and the menu of optional services. A copy of the presentation was placed on file with the Clerk.

Commissioner Hartung asked if the carts would be switched out if they were damaged. Mr. Martinelli confirmed they would be switched out for free.

Chair Berkgigler asked if the general sense at the CAB meetings indicated 20 extra bags a year would be enough. Mr. Martinelli said it would be enough for some and not for others. He said some of the people did not want to see any change, which he understood, but Waste Management would not gain any efficiencies or cost savings by going to the automated trucks while still providing unlimited extra bag service. He said if the system was used as designed for a standard-sized home on an 8,000 square foot lot, there should not be any problems.

Commissioner Hartung said there would be a month in the spring and fall to set extra stuff out. Mr. Martinelli advised it had to be bagged or any tree trimmings would have to be bundled in three-foot lengths and not weigh more than 50 pounds. He stated spring and fall did not have to be a specific month, for example, fall could be mid-October to mid-November. Commissioner Hartung asked how that would be determined. Mr. Martinelli said a time could be picked and, if that did not work, it could be adjusted. He stated a note could be put into the Agreement that the timeframe could be adjusted based on the agreement of the involved parties if that would be okay with Legal Counsel.

Commissioner Lucey asked if the new trucks were being used in the County. Mr. Martinelli replied 23 Compressed Natural Gas (CNG) trucks were on the road and they were used in all three jurisdictions. Commissioner Lucey asked what the current rate was in the County. Mr. Martinelli said there would be a price increase May 1st and the cost for a 96-gallon container would go up \$.27, but there were several other rate levels. Commissioner Lucey thanked Mr. Martinelli for providing the options, because it seemed the citizen's concerns were heard. He asked if anything had been drafted yet regarding a new franchise agreement. Mr. Schiller said staff needed to get the details around the menu of options to be able to do the pro forma. He stated after that was done, the franchise agreement would be opened up and the amended language would be worked on with Legal Counsel. Commissioner Lucey asked when the rollout would occur. Mr. Martinelli said he did not see any reason why something could not be rolled out this summer. He stated it needed to be timed to start before the quarterly billing, so the customer would have the service in place when billed.

Commissioner Hartung commented the bill would go from \$65.82 to \$73.38 under the new structure, which would add a 96-gallon recyclable container and one month in the spring and fall of additional service for yard debris. He asked how tires

would be dealt with. Mr. Martinelli replied just because the item had a triangle on the bottom with a number in it, it was not necessarily recycled. He stated Waste Management did not recycle tires, but there was a company in town that did. He said if someone put out their own container with a sticker on it, it would be emptied if they paid for other service. He reviewed what the standard residential service would consist of, which was shown on page 5 of the presentation, and he commented he could do better than the price shown.

Commissioner Lucey asked what the service level for seniors would be. Mr. Martinelli said it would be a 64-gallon solid waste cart and a 96-gallon recycling cart. Commissioner Lucey stated some individuals and smaller families would like the option of using the smaller containers. Mr. Martinelli said they would not see a huge discount, but sometimes it made sense from a usage standpoint. Commissioner Lucey stated sometimes the containers were stored in a garage and two 96-gallon containers were hard to fit in a garage.

Commissioner Hartung said Mr. Martinelli put a lot of thought into the possible changes, and he was ready to move forward towards single-stream recycling.

In response to the call for public comment, Garth Elliott said no recyclables left his property, and he asked Waste Management to not penalize him for dealing with his yard waste and recyclables himself. He said Sun Valley had a lot of people on fixed incomes, and he asked they not be given a huge increase in their garbage bills.

Cathy Brandhorst discussed garbage issues.

On motion by Commissioner Lucey, seconded by Commissioner Jung, which motion duly carried, it was ordered that the update on the single-stream recycling be acknowledged. It was further ordered that the negotiations with Waste Management regarding single-stream recycling move forward.

Mr. Schiller said as the pro forma moved forward and the rates were fine-tuned, he would get that information out to the CAB members. Chair Berkbigler asked if there could an option added for the people who might not need a recycling cart due to them doing there recycling within their own property.

15-0281 AGENDA ITEM 17 – MANAGER

Agenda Subject: “Recommendation to review and approve the FY2016-18 Washoe County Strategic Plan, including mission, vision and a values, strategic objectives and FY16 goals--Manager. (All Commission Districts.)”

Al Rogers, Management Services Director, said staff was pleased to present to the Board the County’s three-year Strategic Plan. He said it took the efforts of many people to complete the Plan and the Board’s support would be a key component to

its success. He stated the Strategic Planning Committee formed last fall helped guide the process and would be critical in moving forward. He thanked the County's consultant, Erica Olsen, OnStrategy, for help in leading us through the process.

Mr. Rogers conducted a PowerPoint presentation, which was placed on file with the Clerk, which highlighted the planning process overview: Phase 1– Assess current state, Phase 2 – set strategic direction, and Phase 3 – build the plan; the strategic foundation; the strategic objectives; the Fiscal Year 2015-16 Goals; and each goal's champion; the guidelines for implementation (Phase 4); the timeline; and the next steps.

When Mr. Rogers was discussing the goals, he advised every department contributed or had a tie in to each of the goals.

Chair Berkbigler said she was very satisfied with the Strategic Plan. Commissioner Jung stated it was the most productive strategic planning session she participated in during her time on the Commission. She stated Mr. Rogers was really impressing her in his new position. She said the Plan made sense, and she knew who to go to and what they were working on instead of it being just words. Commissioner Lucey said the Plan was phenomenal, and he was excited for the future. Commissioner Herman said Mr. Rogers did a wonderful job.

Chair Berkbigler said she was glad each of the Commissioners was assigned a goal, because that gave them buy in to what staff was doing and what they needed to do for the County.

John Slaughter, County Manager, advised all of the County's departments were represented in the document for the first time, and he thanked the team that had been working on the Strategic Plan.

Commissioner Hartung said besides the kudos to Mr. Rogers, a lot of team effort went into the Strategic Plan, and it was the most productive strategic planning process he had ever seen.

Mr. Rogers thanked the Commissioners for their support and involvement in the process.

There was no public comment on this item.

On motion by Commissioner Lucey, seconded by Commissioner Hartung, which motion duly carried, it was ordered that Agenda Item 17 be approved.

15-0282 AGENDA ITEM 18 – MANAGER

Agenda Subject: “Update, discussion and direction to staff on Citizen Advisory Board (CAB) program--Manager. (All Commission Districts.)”

Al Rogers, Management Services Director, said staff was seeking input and direction on moving forward with the Citizen Advisory Boards (CABs). He stated the Citizen Involvement Revitalization Project (CIRP) started in 2012 and took about 18 months to complete. He said the CIRP findings included the potential CAB structure and areas of improvement for citizen involvement. He said the Commission provided direction on the number of CABs, the purpose and frequency of the meetings, the formality and administration, and the appointed process in 2013. He stated the purpose of the CABs was to provide feedback to the elected officials to improve decision making.

Mr. Rogers said nine CABs were established in 2013 and currently seven were active, while the Sun Valley and Verdi CABs were inactive. He stated members were solicited for all nine CABs, but Sun Valley and Verdi did not have the numbers to institute their CABs. He said the goal was to hold 42 meetings based on the seven CABs, and there were a total of 59 members and alternates.

Mr. Rogers said the County Manager's goal was to improve constituent services and the CAB program. He stated the Constituent Services Program had been up and running for almost a year. He said a 1.14 full-time equivalent was required to administer the seven CABs, which equated to about \$3,400 per meeting and included the staff time involved in pre-meeting and post-meeting work, the cost of the recording secretary, and the associated supplies.

Mr. Rogers reviewed the CAB highlights, which were shown starting on the bottom of page 3 of the staff report. He said staff was looking for direction. He stated the updated CAB Handbook would be brought to the Board in May 2015, along with any updated Code or bylaws associated with the CAB Handbook. He said the recruitment of members was happening for all of the existing CABs and the Warm Springs CAB. He stated training was planned for June and the initial meetings would begin in July 2015.

Commissioner Lucey thanked Mr. Rogers and the Constituent Services team for their work on reestablishing the CAB's. He felt the Commissioner's attending their CAB meetings increased the participation and the intrinsic value to their constituents and seemed to add to the conversation. He said additionally town-hall meetings or forums were invaluable. He stated the CAB should be held as business meetings and hot topics should be directed to the forums.

Commissioner Herman said she was happy the CABs were getting going again, because she felt it was very important for the people in the individual communities to have a voice. She advised there were enough applicants to form the Sun Valley CAB, and the people were anxious to have their CAB back. She felt there were some ways to slim down the cost of the CAB meetings, and she would talk with Al Rogers about that. She advised the Red Rock area wanted a CAB.

Commissioner Hartung said he spent many years participating at the CAB level. He stated when a Commissioner showed up, the CAB members always looked to the Commissioner for answers and did not deliberate as a CAB. He said he wanted their

opinion without him being in the room. He stated he liked holding town-hall meetings, because they were an open forum and anything could be talked about. He understood there was some angst when he did not show up to all of the CAB meetings, but he wanted to see the report on a specific issue that was based on what they decided on their own without any input from him.

Commissioner Jung said the County was not in a time of expansion, but was flat. She said the people asking for CABs, specifically in Commissioner Herman's district, were the same people who asked that their CABs be gotten rid of. She stated it needed to be determined how much the County wanted to put into the CABs. She believed there should be a different model, because she did not like the necessity of the County having to pay for a recording secretary; and she also did not like the CAB determining what staff should show up. She said all of that was expensive and was a waste of staff time due to all of the noticing requirements. She felt the Commissioners should be able to do whatever they wanted as long as it was equitable and fair, and they were all given the same amount of resources. She said when she became a Commissioner, she had a central CAB, which dealt with all City of Reno issues, and she got rid of it. She stated her issues were different than the other Commissioners, because her district encompassed so little unincorporated area, and she asked staff to look at having monthly or quarterly dinner meetings with 10 people to find out what was happening. She stated the CABs were a good sounding board for the big development issues or the things that created a crisis in the community. She asked if there was any reason why active citizens could not hold their own neighborhood meetings. She stated keeping minutes of the meeting was important, so people who were not able to make the meeting could find out what occurred. She said it also helped with keeping a record, but that could be done in a less costly way. She reiterated the County did not have any revenue increase that had not been chiseled away by other expenses, and she wanted the Commission to be mindful of that, because it would be inappropriate to start new CABs that staff later determined the County could not afford to manage.

Commissioner Lucey said his CAB met every month for at least four hours, which was expensive. He said his recommendation was driven by the idea of making the CABs more efficient and business focused, so they would not have to meet every month. He reiterated he favored holding forums, which could also be held quarterly. He advised the City of Reno was bringing back their Neighborhood Advisory Boards (NABs), and the County should look at comingling the meetings on some issues, such as the sign issue that occurred in South Reno.

Commissioner Herman said Commissioner Jung made a lot of good points. She discussed her District's CAB meeting schedules. She believed to help save some money, it was not necessary to have the Fire Chief or the Sheriff at every meeting. She believed many times the meetings were taken over by reports that could have been handled by a reporting secretary. She said that could be someone who would come to the County before the meeting to pick up all information pertinent to the CAB. She stated each district had specific needs and sometimes the CAB wanted their Commissioner to be

present, possibly only for a specific item. She felt each CAB and Commissioner needed to work that out, and she was not sure it was something that could be standardized.

Chair Berkbigler asked where the Sun Valley representation went. Mr. Rogers said Sun Valley was provided with a quarterly or three times a year newsletter in lieu of the CAB meeting. Chair Berkbigler said she was under the impression that they combined with the North Valleys CAB. Mr. Rogers replied they had not. Commissioner Berkbigler said at one time there was a problem getting people to serve in Sun Valley. She asked how many people were interested in the CAB, because she was aware they worked with the Sun Valley General Improvement District (SVGID) and they got a lot of public information at the SVGID meetings. Mr. Rogers said applications were being taken for all nine of the CABs and there seemed to be enough applications for the Sun Valley and the Warm Springs CABs. He stated the newsletter had done a good job providing information, but the challenge was the timeliness of the information due to the eight-week turnaround time. Commissioner Jung advised the reason for the turnaround time was there was quite a bit of editing and such going on.

Commissioner Jung said staff was getting a lot of different feedback due to the many different wants and needs, which had very different cost points. She believed the Manager should have community outreach in his budget and all of the Commissioners would get the same budget to use as they saw fit. She felt it would ensure the meetings would be managed better, which would turn out to be fair and equitable for all of the Commissioners in terms of resources, money, and time.

Chair Berkbigler said she would leave it to staff to decide if there was a strong value in the West Truckee Meadows CAB. She stated she had been to a couple of meetings, but she was not sure there was an active interest in it. She said if the interest was not there, maybe she could just do a “Coffee with the Commissioner” type get together. She stated that would allow money for the Sun Valley CAB without increasing the County’s costs, which she felt was worth looking into.

Commissioner Hartung said he agreed it was important to have equity, but the reason the CABs were established was they were the first step in the developmental process. He stated a developer went to the CAB and the CAB members expressed their issues. He said it gave the applicant an opportunity to adjust their application before coming before the Commission because it gave them a better chance for approval if the CAB agreed with it due to their concerns being responded to. He said Commissioner Lucey might have numerous developmental applications and his district might not, which would build in a certain amount of inequity. He stated he was not sure the absolute middle road could be found, but he understood what Commissioner Jung was saying. He commented many times the CABs wanted to agendize things completely out of the Commission’s control, which would get to be a problem. He said those discussions should occur at a community meeting held on their own time and using their own resources, such as the discussion on signage, which was not under the Commission’s control at all.

Commissioner Herman said because the Warm Springs CAB had not met in quite some time, no one had come out to talk to them about garbage or about any of the problems they had been having in their specific area. She said she felt Sun Valley felt they were taxpayers also. She said she was willing to put her discretionary funds towards getting her District's CABs set up.

In response to the call for public comment, Jim Ainsworth said during the time he served on SVGID, he did not serve on the CAB because he felt an elected official should not serve on a CAB. He said since he was no longer with SVGID, he would be interested in serving on the CAB. He stated the applications should be looked over to ensure the people chosen were concerned about their area and were willing to work for it.

Garth Elliot said there had been a serious problem with how the Sun Valley CAB was structured, and one dominant personality took over the meetings, which was the reason why most members did not return. He stated he had not come across anyone who did not want the CAB, which was desperately needed. He hoped the members of SVGID and the CAB could work together and compliment each other.

James Georges discussed the changes that had occurred since he moved to Sun Valley. He said the CAB got things done and the citizens needed it back.

On motion by Commissioner Jung, seconded by Commissioner Lucey, which motion duly carried, it was ordered that staff take the feedback the Commissioners had given under advisement and come back with a plan that could be adopted.

15-0283 AGENDA ITEM 19 – MANAGER

Agenda Subject: “Discussion and direction to staff regarding legislation or legislative issues proposed by legislators, by Washoe County or by other entities permitted by the Nevada State Legislature to submit bill draft requests, or such legislative issues as may be deemed by the Chair or the Board to be of critical significance to Washoe County--Manager. (All Commission Districts.)”

John Slaughter, County Manager, said last Friday was the last day for a bill to come out of committee. He noted the bills that did not meet the deadline were noted on the Bills of Interest list. He said the next deadline was April 21st, which was when a bill had to be out of its house of origin.

He said regarding SB 185, Chief Moore proposed some clarifying language on the types of fire events that would be subject to automatic aid, and the amendment was accepted by the sponsor of the bill. He noted the Legislative Counsel Bureau (LCB) had a lot of amendments to process.

Commissioner Hartung said AB 162 would dramatically change the Sheriff's budget, and he asked what was happening with that bill. Mr. Slaughter advised several body-camera bills would probably be combined or some would fall off and one

would remain. He said law enforcement agencies were concerned about the timing of when the bill would be implemented. He stated the policies, how it would be paid for, storage, and if it would be a public record was a national discussion.

Mr. Slaughter said AB 54 was moving forward. He stated there were amendments, but there was time for staff to do some analysis and come back to the Board with that analysis. Commissioner Hartung asked if the County would have to assume all of the city's liabilities if it was absorbed into the County. Mr. Slaughter said there was a current process in statute, which this would revise. He stated it was a long process, probably four years, and there would be a point where the County would be required to absorb the functions and liabilities of that local government. Commissioner Hartung asked if the Nevada Department of Taxation would step in and try to help them solve their issues by putting them on a diet. Mr. Slaughter replied the Department would, which was also a part of the existing process.

In response to the call for public comment, Cathy Brandhorst discussed matters of interest to herself.

There was no action taken on this item.

15-0284 AGENDA ITEM 20

Agenda Subject: "Discussion and possible direction to the County Manager to utilize two or more hours of staff time to provide overview of Monte Cristo access waiver. Requested by Commissioner Herman."

Al Rogers, Management Services Director, said Monte Cristo was a roadway in the Warm Springs area that Commissioner Herman requested the Community Services Department investigate to see if there would be a solution in terms of access.

Commissioner Herman said the home sites had access, but it was above the percentage of grade allowed to build a home. She stated she worked with Charles Moore, Truckee Meadows Fire Protection District (TMFPD) Fire Chief, who indicated the fire part could be eliminated, but the rest of it had to be figured out.

There was no public comment on this item.

On motion by Commissioner Herman, seconded by Commissioner Hartung, which motion duly carried, it was ordered that Agenda Item 20 be approved.

4:40 p.m. The Board recessed.

6:01 p.m. The Board reconvened with Commissioner Jung and Chair Berkbigler absent. Commissioner Hartung assumed the gavel as the Acting Chair.

PUBLIC HEARINGS

15-0285 AGENDA ITEM 21

Agenda Subject: “Public Hearing for the second reading and possible adoption of an Ordinance revising the Washoe County requirements for stormwater drainage and flood control service within Washoe County by modifying the service area as well as the amount and basis for calculating stormwater management fees; and other matters properly relating thereto. (Bill No. 1733) This ordinance repeals Ordinance No. 1537. (Commission Districts 3 & 4.)”

The Acting Chair opened the public hearing by calling on anyone wishing to speak for or against adoption of said Ordinance. There being no response, the hearing was closed.

Jaime Dellera, Deputy County Clerk, read the title for Ordinance No. 1552, Bill No. 1733.

On motion by Commissioner Lucey, seconded by Commissioner Herman, which motion duly carried with Commissioner Jung and Chair Berkbigler absent, Acting Chair Hartung ordered that Ordinance No. 1552, Bill No. 1733, entitled, "AN ORDINANCE REVISING THE WASHOE COUNTY REQUIREMENTS FOR STORMWATER DRAINAGE AND FLOOD CONTROL SERVICE WITHIN WASHOE COUNTY BY MODIFYING THE SERVICE AREA AS WELL AS THE AMOUNT AND BASIS FOR CALCULATING STORMWATER MANAGEMENT FEES; AND OTHER MATTERS PROPERLY RELATING THERETO. THIS ORDINANCE REPEALS ORDINANCE NO. 1537," be adopted, approved and published in accordance with NRS 244.100.

15-0286 AGENDA ITEM 22

Agenda Subject: “Second reading and possible adoption of an ordinance amending the Washoe County Code at Chapter 110 (Development Code) at Article 820, Amendment of Master Plan, to clarify Planning Commission procedures for adopting, denying or not taking action on a proposed master plan amendment; to change findings of fact required when the Planning Commission denies a master plan amendment; to establish the procedures, change voting requirements, and clarify possible actions when a decision of the Planning Commission is appealed to the Board of County Commissioners; to clarify procedures and standards for the Board of County Commissioners when adopting, modifying or denying master plan amendments; to provide for conditional resolutions approving master plan amendments pending conformance review by a regional planning commission; and, to change names and titles to reflect the reorganization of the Community Development Department. Recommendations include other matters properly relating thereto. (Bill No. 1734) (All Commission Districts.)”

The Acting Chair opened the public hearing by calling on anyone wishing to speak for or against adoption of said Ordinance. There being no response, the hearing was closed.

Jaime Deller, Deputy County Clerk, read the title for Ordinance No. 1553, Bill No. 1734.

Bob Webb, Planning Manager, said the motion was on page 7 of the staff report, and components of that motion were required as part of the County Code.

On motion by Commissioner Lucey, seconded by Commissioner Herman, which motion duly carried with Commissioner Jung and Chair Berkbigler absent, Acting Chair Hartung ordered that Ordinance No. 1553, Bill No. 1734, entitled, "**AN ORDINANCE AMENDING WASHOE COUNTY CODE CHAPTER 110 (DEVELOPMENT CODE) AT ARTICLE 820, AMENDMENT OF MASTER PLAN, TO CLARIFY PLANNING COMMISSION PROCEDURES FOR ADOPTING, DENYING OR NOT TAKING ACTION ON A PROPOSED MASTER PLAN AMENDMENT; TO CHANGE FINDINGS OF FACT REQUIRED WHEN THE PLANNING COMMISSION DENIES A MASTER PLAN AMENDMENT; TO ESTABLISH THE PROCEDURES, CHANGE VOTING REQUIREMENTS, AND CLARIFY POSSIBLE ACTIONS WHEN A DECISION OF THE PLANNING COMMISSION IS APPEALED TO THE BOARD OF COUNTY COMMISSIONERS; TO CLARIFY PROCEDURES AND STANDARDS FOR THE BOARD OF COUNTY COMMISSIONERS WHEN ADOPTING, MODIFYING OR DENYING MASTER PLAN AMENDMENTS; TO PROVIDE FOR CONDITIONAL RESOLUTIONS APPROVING MASTER PLAN AMENDMENTS PENDING CONFORMANCE REVIEW BY A REGIONAL PLANNING COMMISSION; AND, TO CHANGE NAMES AND TITLES TO REFLECT THE REORGANIZATION OF THE COMMUNITY DEVELOPMENT DEPARTMENT. RECOMMENDATIONS INCLUDE OTHER MATTERS PROPERLY RELATING THERETO,**" be adopted, approved and published in accordance with NRS 244.100. The Ordinance was adopted with the finding that the Ordinance did not impose a direct and significant economic burden upon a business, nor did it directly restrict the formation, operation or expansion of a business. It was further moved to affirm the four findings of fact of the Washoe County Planning Commission on July 1, 2014 as recorded within Resolution 14-16 and as attached to the staff report for this item.

15-0287 AGENDA ITEM 23

Agenda Subject: "Public Hearing for second reading Second reading and possible adoption of an ordinance amending the Washoe County Code at Chapter 110 (Development Code) at Article 821, Amendment of Regulatory Zone, to add a new Section 110.821.02, Definitions; to amend Section 110.821.05, Requirements for Application, to correct references to the Director and Division and to add a provision for pre-application meetings; Section 110.821.10, Supplemental

Guidelines, Standards and Criteria, to correct references to the Director; Section 110.821.15, Review Procedures, to clarify notice for the public hearing and procedures for concurrent application processing, to provide for adoption, denial and no action on the amendment by the Commission, and to remove findings for a denial; Section 110.821.20, Notice, to reference NRS for noticing and to add provisions for notice to GIDs and military installations; Section 110.821.25, Appeal of Denial, and Section 110.821.30, Action by Board of County Commissioners on Appeal, to amend procedures for Board action on amendments to be consistent with other Development Code provisions; Section 110.821.35, Written Record, to provide provisions for Board findings when the Commission makes no findings; Section 110.821.45, Modification of Regulatory Zone Amendment, and Section 110.821.50, Moratorium, for minor grammar changes; and, Section 110.821.60, Minor Amendment of a Regulatory Zone map, to modify procedures for Board Action on minor amendments to be consistent with other Development Code provisions and to define the content of the Board's adopting resolution. Recommendations include other matters properly relating thereto. (Bill No. 1735) (All Commission Districts.)"

The Acting Chair opened the public hearing by calling on anyone wishing to speak for or against adoption of said Ordinance.

Jaime Dellera, Deputy County Clerk, read the title for Ordinance No.1554, Bill No. 1735.

Cathy Brandhorst spoke about issues of concern to herself.

Acting Chair Hartung closed the public hearing.

On motion by Commissioner Lucey, seconded by Commissioner Herman, which motion duly carried with Commissioner Jung and Chair Berkbigler absent, Acting Chair Hartung ordered that Ordinance No. 1554, Bill No. 1735, entitled, "**AN ORDINANCE AMENDING THE WASHOE COUNTY CODE AT CHAPTER 110 (DEVELOPMENT CODE) AT ARTICLE 821, AMENDMENT OF REGULATORY ZONE, TO ADD A NEW SECTION 110.821.02, DEFINITIONS; TO AMEND SECTION 110.821.05, REQUIREMENTS FOR APPLICATION, TO CORRECT REFERENCES TO THE DIRECTOR AND DIVISION AND TO ADD A PROVISION FOR PRE-APPLICATION MEETINGS; SECTION 110.821.10, SUPPLEMENTAL GUIDELINES, STANDARDS AND CRITERIA, TO CORRECT REFERENCES TO THE DIRECTOR; SECTION 110.821.15, REVIEW PROCEDURES, TO CLARIFY NOTICE FOR THE PUBLIC HEARING AND PROCEDURES FOR CONCURRENT APPLICATION PROCESSING, TO PROVIDE FOR ADOPTION, DENIAL AND NO ACTION ON THE AMENDMENT BY THE COMMISSION, AND TO REMOVE FINDINGS FOR A DENIAL; SECTION 110.821.20, NOTICE, TO REFERENCE NRS FOR NOTICING AND TO ADD PROVISIONS FOR NOTICE TO GIDs AND MILITARY INSTALLATIONS; SECTION 110.821.25, APPEAL OF DENIAL, AND SECTION 110.821.30, ACTION BY BOARD OF COUNTY**

COMMISSIONERS ON APPEAL, TO AMEND PROCEDURES FOR BOARD ACTION ON AMENDMENTS TO BE CONSISTENT WITH OTHER DEVELOPMENT CODE PROVISIONS; SECTION 110.821.35, WRITTEN RECORD, TO PROVIDE PROVISIONS FOR BOARD FINDINGS WHEN THE COMMISSION MAKES NO FINDINGS; SECTION 110.821.45, MODIFICATION OF REGULATORY ZONE AMENDMENT, AND SECTION 110.821.50, MORATORIUM, FOR MINOR GRAMMAR CHANGES; AND, SECTION 110.821.60, MINOR AMENDMENT OF A REGULATORY ZONE MAP, TO MODIFY PROCEDURES FOR BOARD ACTION ON MINOR AMENDMENTS TO BE CONSISTENT WITH OTHER DEVELOPMENT CODE PROVISIONS AND TO DEFINE THE CONTENT OF THE BOARD'S ADOPTING RESOLUTION. RECOMMENDATIONS INCLUDE OTHER MATTERS PROPERLY RELATING THERETO," be adopted, approved and published in accordance with NRS 244.100. The Ordinance was adopted with the finding that the Ordinance did not impose a direct and significant economic burden upon a business, nor did it directly restrict the formation, operation or expansion of a business. It was further moved to affirm the four findings of fact of the Washoe County Planning Commission on February 3, 2015 as recorded within Resolution 15-02 and as attached to the staff report for this item.

15-0288 AGENDA ITEM 24 – CLOSED SESSION

Agenda Subject: “Possible Closed Session for the purpose of discussing labor negotiations with Washoe County, Truckee Meadows Fire Protection District and/or Sierra Fire Protection District per NRS 288.220.”

There was no closed session.

15-0289 AGENDA ITEM 26 – PUBLIC COMMENT

Agenda Subject: “Public Comment. Comment heard under this item will be limited to three minutes per person and may pertain to matters both on and off the Commission agenda. The Commission will also hear public comment during individual action items, with comment limited to three minutes per person. Comments are to be made to the Commission as a whole.”

In response to the call for public comment, Stuart Mackie said he spoke earlier and his biggest concern was being dismissed when he asked for an agenda item because he was by himself. He stated he wanted a hearing and to be able to talk at the Commission meeting about his issues.

Cathy Brandhorst discussed matters of concern to herself.

COMMUNICATIONS AND REPORTS

The following communications and reports were received, duly noted, and ordered placed on file with the Clerk:

COMMUNICATIONS:

- 15-0290** Amendment to Interlocal Traffic Signal Maintenance Agreement between City of Reno and Washoe County. (Original Agreement was approved on July 27, 2010, Agenda Item No. 13, Minute Item No. 10-707)
- 15-0291** Letter from the State of Nevada Department of Transportation to Titan Electrical Contracting, Inc., regarding Contract No. 800-15, Project No. SPR15 Package A, on IR80 0.5 Miles West of the Wadsworth Interchange, Washoe County.
- 15-0292** Letter from the State of Nevada Department of Transportation to Wilkins and Associates Insurance Services, Inc., regarding Contract No. 800-15 Project No. SPR15 Package A, on IR80 0.5 Miles West of the Wadsworth Interchange, Washoe County, Contractor: Titan Electrical Contracting, Inc.

MONTHLY FINANCIAL STATEMENTS

- 15-0293** Monthly Statement of Washoe County Treasurer for Month Ending January 31, 2015.
- 15-0294** Monthly Statement of Washoe County Treasurer for Month Ending February 28, 2015.

* * * * *

6:22 p.m. There being no further business to discuss, on motion by Commissioner Lucey, seconded by Commissioner Herman, which motion duly carried with Chair Berkbigler and Commissioner Jung absent, the meeting was adjourned.

MARSHA BERKBIGLER, Chair
Washoe County Commission

ATTEST:

NANCY PARENT, County Clerk and
Clerk of the Board of County Commissioners

*Minutes Prepared by:
Jan Frazzetta, Deputy County Clerk*

INTERLOCAL AGREEMENT
[Washoe County]

1. **PARTIES** This Interlocal Agreement ("Agreement" is entered into between Sun Valley General Improvement District ("District") and Washoe County hereafter ("Washoe").

2. **RECITALS**

- 2.1 The Parties are public agencies under NRS 277.100. Washoe County provides services, including recreational services, for senior citizens of Sun Valley.
- 2.2 District desires to provide recreational opportunities for the citizens of Sun Valley.
- 2.3 District has facilities that are available to programs that serve the community, including the elderly.
- 2.4 Washoe County desires to utilize District's facilities to provide services to seniors in the community.
- 2.5 NRS 277.050 provides the governing body of a public agency may sell, lease, use or exchange to another public agency real property without advertising for public bids.

3. **USE, POSSESSION AND COOPERATION**

- 3.1 The use of the Sun Valley Community Center for senior services shall be non-exclusive and shall recognize existing agreements with the Food Bank of Northern Nevada, Washoe County School District Family Resources Center, the Boys and Girls Club and Community Services Agency. The Sun Valley Community Center shall hereafter be referred to as "Building".
- 3.2 The Parties agree to collaborate in a pilot project where:
 - A. District will attempt to develop a volunteer group of citizens to provide services and activities in the Building, which services and activities will be guided by District policies and procedures;
 - B. Washoe will provide support to the volunteer group through the distribution of informational materials and the sharing of resources, such as speakers, class instructors and the planning of special events.
 - C. The collaboration, and any activity that is undertaken pursuant to said collaboration, is agreed must be cost neutral to both Parties.
- 3.3 District will recognize partnerships Washoe establishes with non-profit and community groups that provide activities for seniors and will allow access to Building and surrounding Park facilities in accordance with District policies either for no charge or at a fee as determined by the District Board of Trustees. Washoe shall provide notice to the District of any proposed agreements or proposed changes to agreement with said non-profit and community groups seeking access to Building and/or surrounding park

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facilities, which proposed activity may be approved, conditionally approved or refused by District.

4. CONSIDERATION

In addition to the pro-rated amounts referenced in paragraph 8 herein, Washoe agrees, beginning July 1, 2015, to pay District .50 cents per square foot of space utilized by Washoe (as of the date of this Agreement 2,738 square feet) which amount shall remain fixed for the duration of this Agreement.

<u>Term</u>	<u>Monthly Rent</u>	<u>Monthly Utilities</u>	<u>Annual</u>
5/1/15 – 6/30/15	\$300	N/A	\$600
7/1/15 – 6/30/16	\$1,370	\$560*	\$23,160
Automatic Renewal	\$1,370	\$560*	\$23,160

5. TERM

The term of this Agreement shall be for fourteen (14) months and the initial term of this agreement is to commence on May 1, 2015 and be automatically renewed for additional twelve month terms unless terminated by a Party pursuant to Paragraph 12.5.2. Upon termination of this Agreement or Washoe vacating the Building, Washoe shall within ten (10) days remove all personal property that is located in the Building and return all keys to the District.

6. ALTERATIONS AND IMPROVEMENTS

6.1 Washoe agrees not to alter the Building without the prior written consent of the District. In the event that Washoe desires to alter the Building, Washoe shall prepare plans and specifications of any work it plans to perform upon or in the Building and submit the same to the District for its written approval prior to making such alterations or improvements.

6.2 The erection, construction, installation or making of any alterations or improvements shall be accomplished in a workmanlike manner and in compliance with all applicable federal, state, county and municipal laws and regulations. Washoe shall keep the Building free from any liens arising out of any and all work that it may perform, or materials furnished, or obligations incurred by Washoe. Washoe shall have thirty (30) days from the date of notice of any lien, as provided by the District, within which to remove said encumbrance without breaching the provisions of this Agreement.

6.3 The Parties agree that all of Washoe personal property, which can be removed without affecting the building, shall remain the property of Washoe. All personal property that is attached to the building shall remain with the District and the District shall be entitled to take possession of the same and remove it at District's sole cost.

7. MAINTENANCE, REPAIRS AND INSPECTIONS

- 7.1 The District shall perform periodic maintenance to the Building, its mechanical systems and common areas, in a reasonable and timely manner, and maintain the same in a safe and clean condition at the District's sole expense. Washoe agrees that all damage done to the Building by Washoe or its invitees or any person because of the Washoe occupation of the Building, shall be paid for by Washoe.
- 7.2 The District shall maintain at its sole expense, the roof, exterior wall and windows of said building.
- 7.3 The District shall provide keys to the Building and Washoe shall return all keys to the District. Upon termination of this agreement or in the event the keys have been issued to an individual and that individual terminates and fails to return the keys, Washoe/ shall be responsible for re-keying of the Building.
- 7.4 The common area is non-exclusive in use and all rules and regulations shall be determined by the District. It is understood that the alarm system shall be set and all doors locked by the last person vacating the building each day. In the event that District personnel are required to respond after hours to secure the building due to Washoe not complying with this section, all costs including overtime and alarm company fees shall be charged and paid by Washoe, within thirty (30) days of receipt.

8. UTILITIES, JANITORIAL SERVICE, WASTE DISPOSAL, TELEPHONE AND TAXES

- 8.1 The District shall provide, ensure and maintain utilities service to the Building. It is mutually understood and agreed that the District shall not be liable for damages, by abatement of rent or otherwise, for failure to furnish or delay in furnishing of the utilities when such failure to furnish or delay in furnishing is occasioned by strikes, lockouts, labor controversies, accident or casualty, or any cause beyond the reasonable control of the District.
- 8.2 Washoe is responsible for the installation and payment of all telephone service, including fax and computer lines, specifically incident to its business.
- 8.3 The District shall pay any and all taxes and/or sewer assessment fees applicable to the Building.
- 8.4 Washoe shall pay a pro-rata share of gas, electric, water, sewer, garbage and janitorial costs monthly for the 2,738 square feet of space used and occupied by Washoe, which share shall be determined by District monthly. The District will mail to Washoe a particular month's pro-rata utility billing, with supporting documentation, after the District has been billed therefor, and Washoe shall pay District within thirty (30) days.

9. INDEMNIFICATION

- 9.1 The Parties agree that any claim, demand, cost, or judgment made against a party hereto arising from any negligent act or negligent failure to act by any of that party's employees, agents, or servants in connection

with the performance of obligations assumed pursuant to this Agreement, shall be the sole responsibility of the party against whom such claim, demand, cost or judgment is made.

- 9.2 The Parties further agree, to the extent allowed under Nevada law regulating limits upon liability of a political subdivision, to hold harmless, indemnify and defend the other from their respective losses, liabilities, or expenses of any nature incurred as a result of any claim, demand, action, or cause of action arising out of the negligent acts, errors or omissions on the part of their respective employees, agents, and servants.
- 9.3 The indemnification obligation set forth above is conditioned upon receipt of prompt written notice by the indemnifying party of the indemnified party's actual notice of any action or pending claim or cause of action. The indemnifying party shall not be liable to hold harmless any attorney's fees and costs for the indemnified party's chosen right to participate with legal counsel.

10. INSURANCE

- 10.1 Each party hereto shall provide for their financial responsibilities regarding their respective liabilities hereunder through the purchase of insurance or the provision of an adequate self-funded program pursuant to their respective laws. The District reserves the right to approve any retention and may request additional documentation, financial or otherwise for review, prior to the signing of this agreement. If privately purchased, Washoe will provide District with a copy of a declaration showing a minimum \$1,000,000 liability per occurrence, coverage prior to execution of this agreement. Equivalent coverage must be similarly shown if self-insured.
- 10.2 Washoe hereby expressly waives and releases any cause of action or right of recovery that Washoe may have hereafter against the District for any loss or damage to the Building, or to the contents thereof belonging to either, caused by fire, explosion, or any other risk covered by insurance.
- 10.3 If Washoe fails to maintain any of the insurance coverage required, the District reserves the right, after notice, to purchase such insurance to cover any damages which said District may be liable to pay through any of the operations under this Agreement and the amount of any such premium shall be the responsibility of Washoe.

11. HAZARDOUS SUBSTANCES

- 11.1 Washoe shall not cause or permit any hazardous substances to be used, released, stored, manufactured or disposed in or upon the Building except in the minimum quantities as are customary and usual in connection with Washoe's permitted use.
- 11.2 If hazardous substances have been used, released, stored, manufactured or disposed in or upon the Building, or if the Building becomes contaminated in any manner for which Washoe is legally liable, Washoe shall indemnify, defend and hold the District harmless from all related

claims, judgments, penalties, costs or losses, including all expenses incurred for investigation, removal, remediation, and restoration mandated by federal, state and local governments, together with District's attorney fees.

- 11.3 "Hazardous Substances" mean all toxic, ignitable, reactive and corrosive Substances regulated by federal, state or local governments.

12. TERMINATION

- 12.1 Upon termination of this Agreement, Washoe shall quit the Building peaceably, with no damage to the Building, normal wear and tear and damage excepted, and shall remove all of Washoe personal property from the Building.
- 12.2 Either party may terminate this Agreement without penalty or charge, upon delivery of ninety (90) day written notice.
- 12.3 The failure of either party hereto to observe or perform any covenants, conditions or provisions of this Agreement required to be made, observed or performed by such party, after delivery of thirty (30) days written notice of such default, shall constitute a default of this Agreement by such party; provided, however, that if the nature of the default is such that more than thirty (30) days are reasonably required for its cure, then the defaulting party shall not be deemed to be in default if such party commences such cure to completion. Upon default, the non-defaulting party may pursue all remedies available under Nevada law, including termination of this Agreement and recovery of all damages caused by such default.

13. MISCELLANEOUS PROVISIONS

- 13.1 This Agreement is binding upon and inures to the benefit of the Parties and their respective heirs, estates, personal representatives, successors and assigns.
- 13.2 This Agreement is made in, and shall be governed, enforced and construed under the laws of the State of Nevada. The Parties consent to the personal jurisdiction of any state court of competent jurisdiction located in Washoe County, Nevada and to the service of process by any means authorized by such state court under the laws of the State of Nevada. The exclusive venue of any action, proceeding or counterclaim arising out of or in connection with this Agreement shall be Washoe County, Nevada.
- 13.3 This Agreement constitutes the entire understanding and agreement of the Parties with respect to the subject matter hereof, and supersedes and replaces all prior understandings and agreements, whether verbal or in writing, with respect to the subject matter hereof.
- 13.4 This Agreement may not be modified, terminated, or amended in any respect, except pursuant to an instrument in writing duly executed by the parties.
- 13.5 In the event either party brings any action or other proceeding with respect to the breach, interpretation, or enforcement of this Agreement, or with

respect to any dispute relating to any transaction covered by this Agreement, the losing party or parties in such action or proceeding shall reimburse the prevailing party or parties therein for all reasonable costs and attorney's fees incurred in said action.

- 13.6 No delay or omission by either party in exercising any right or power hereunder shall impair any such right or power or be construed to be a waiver thereof, unless this Agreement specifies a time limit for the exercise of such right or power or unless such waiver is set forth in written instrument duly executed by the person granting such waiver. A waiver of any person of any of the covenants, conditions, or agreements hereof to be performed by any other party shall not be construed as a waiver of any succeeding breach of the same or any other covenants, agreement, restrictions or conditions hereof.
- 13.7 All notices, demands or other communications required or permitted to be given in connection with this Agreement, shall be in writing, and shall be deemed delivered when personally delivered to a party (by personal delivery to an officer or authorized representative of a corporate party) or, if mailed, three (3) business days after deposit in the United States mail, postage prepaid, certified or registered mail, addressed to the parties as follows:

If to District: Sun Valley General Improvement
District
Attn: General Manager
5000 Sun Valley Boulevard
Sun Valley, NV 89433

And to Washoe: Washoe County
Attn: Director, Community Services
Department
P.O. Box 11130
Reno, NV 89520

Any party may change its address for notice by written notice given in accordance with the foregoing provisions.

- 13.8 The Agreement may be executed in one or more counterpart copies, and each of which so executed, irrespective of the date of execution and delivery, shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument. This Agreement may be recorded.
- 13.9 This Agreement is effective upon the date the last signing party signs this Agreement ("Effective Date").

IN WITNESS WHEREOF, the Parties have executed this Agreement.

WASHOE COUNTY

SUN VALLEY GENERAL IMPROVEMENT DISTRICT

BY: Marsha Berkbigler
Marsha Berkbigler, Chair

By: _____
Patricia Lancaster, Chairperson



Attest: Crina Sallera, Deputy Clerk
Washoe County Clerk

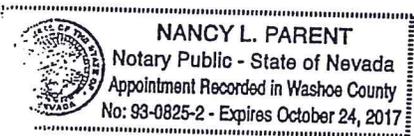
STATE OF NEVADA)
 :
COUNTY OF WASHOE)

On this 14th day of April, 2010, before me a Notary Public in and for the County of Washoe, State of Nevada, personally appeared ~~Patricia Lancaster~~, known to me to be the person described herein and who executed the foregoing instrument and who acknowledged to me that he/she executed the same freely and voluntarily on behalf of the ~~District~~ for the uses and purposes therein mentioned.

*Marsha Berkbigler
Chairman
hlp*

*Washoe County
hlp*

Nancy L. Parent
Notary Signature



STATE OF NEVADA)
 :
COUNTY OF WASHOE)

On this _____ day of _____, 2010, before me a Notary Public in and for the County of Washoe, State of Nevada, personally appeared _____, known to me to be the person described herein and who executed the foregoing instrument and who acknowledged to me that he/she executed the same freely and voluntarily on behalf of ~~Washoe~~ District for the uses and purposes therein mentioned.

Notary Signature



INTERLOCAL CONTRACT FOR COOPERATIVE PURCHASING

ILC No.: _____ Permanent Number assigned by H-GAC

THIS INTERLOCAL CONTRACT ("Contract"), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "Act"), by and between the Houston-Galveston Area Council, hereinafter referred to as "H-GAC," having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, and * Washoe County, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as "End User," having its principal place of business at * 1001 East 9th Street, Reno Nevada, 89512

WITNESSETH

WHEREAS, H-GAC is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS, pursuant to the Act, H-GAC is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, in reliance on such authority, H-GAC has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

WHEREAS, End User has represented that it is an eligible entity under the Act, that its governing body has authorized this Contract on * April 14, 2015 (Date), and that it desires to contract with H-GAC on the terms set forth below;

NOW, THEREFORE, H-GAC and the End User do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The End User represents and warrants to H-GAC that (1) it is eligible to contract with H-GAC under the Act because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state), or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and (2) it possesses adequate legal authority to enter into this Contract.

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ARTICLE 2: APPLICABLE LAWS

H-GAC and the End User agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Contract.

ARTICLE 3: WHOLE AGREEMENT

This Contract and any attachments, as provided herein, constitute the complete contract between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 4: PERFORMANCE PERIOD

The period of this Contract shall be for the balance of the fiscal year of the End User, which began * July 1, 2014 and ends * June 30, 2015. This Contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the End User may make any payment due an H-GAC contractor beyond the fiscal year in which such obligation was incurred under this Contract.

ARTICLE 5: SCOPE OF SERVICES

The End User appoints H-GAC its true and lawful purchasing agent for the purchase of certain products and services through the H-GAC Cooperative Purchasing Program. End User will access the Program through HGACBuy.com and by submission of any duly executed purchase order, in the form prescribed by H-GAC to a contractor having a valid contract with H-GAC. All purchases hereunder shall be in accordance with specifications and contract terms and pricing established by H-GAC. Ownership (title) to products purchased through H-GAC shall transfer directly from the contractor to the End User.

(over)

ARTICLE 6: PAYMENTS

H-GAC will confirm each order and issue notice to contractor to proceed. Upon delivery of goods or services purchased, and presentation of a properly documented invoice, the End User shall promptly, and in any case within thirty (30) days, pay H-GAC's contractor the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall H-GAC have any financial liability to the End User for any goods or services End User procures from an H-GAC contractor.

ARTICLE 7: CHANGES AND AMENDMENTS

This Contract may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this Contract which are required by changes in Federal and State law or regulations are automatically incorporated into this Contract without written amendment hereto and shall become effective on the date designated by such law or regulation.

H-GAC reserves the right to make changes in the scope of products and services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

ARTICLE 8: TERMINATION PROCEDURES

H-GAC or the End User may cancel this Contract at any time upon thirty (30) days written notice by certified mail to the other party to this Contract. The obligations of the End User, including its obligation to pay H-GAC's contractor for all costs incurred under this Contract prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Contract, until performed or discharged by the End User.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 10: FORCE MAJEURE

To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 11: VENUE

Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.

THIS INSTRUMENT HAS BEEN EXECUTED IN TWO ORIGINALS BY THE PARTIES HERETO AS FOLLOWS:

* Washoe County
 Name of End User (local government, agency, or non-profit corporation)

* P.O. Box 11130
 Mailing Address

* Reno NV 89520
 City State ZIP Code

*By: Marshe Berkbigler
 Signature of chief elected or appointed official

* Marshe Berkbigler, Chair
 Typed Name & Title of Signatory Date

Houston-Galveston Area Council
 3555 Timmons Lane, Suite 120, Houston, TX 77027

By: _____
 Executive Director

Attest: _____
 Manager

Date: 4-14-15

*Denotes required fields

*Request for Information

To expedite service, please complete the following blanks relevant to your agency's administrative/elective personnel and return the completed for to **H-GAC, Cooperative Purchasing Program, P.O. Box 22777, Houston, TX 77227-2777.**

Name of End User Agency: _____ County Name: _____
(Municipality/County/District/etc.)

Mailing Address: _____
(Street Address/P.O. Box) (City) (State) (ZIP Code)

Main Telephone Number: _____ FAX Number: _____

Physical Address: _____
(Street Address, if different from mailing address) (City) (State) (ZIP Code)

Web Site Address: _____

Official Contact: _____ Title: _____
(Point of Contact for HGACBuy Interlocal Contract) Ph No.: _____ - _____
Mailing Address: _____ Fx No. : _____ - _____
(Street Address/P.O. Box) E-Mail Address: _____
(City) (State) (ZIP Code)

Authorized Official: _____ Title: _____
(Mayor/City Manager/Executive Director etc.) Ph No.: _____ - _____
Mailing Address: _____ Fx No. : _____ - _____
(Street Address/O.O. Box) E-Mail Address: _____
(City) (State) (ZIP Code)

Official Contact: _____ Title: _____
(Purchasing Agent/Auditor etc.) Ph No.: _____ - _____
Mailing Address: _____ Fx No. : _____ - _____
(Street Address/O.O. Box) E-Mail Address: _____
(City) (State) (ZIP Code)

Official Contact: _____ Title: _____
(Public Works Director/Police Chief etc.) Ph No.: _____ - _____
Mailing Address: _____ Fx No. : _____ - _____
(Street Address/O.O. Box) E-Mail Address: _____
(City) (State) (ZIP Code)

Official Contact: _____ Title: _____
(EMS Director/Fire Chief etc.) Ph No.: _____ - _____
Mailing Address: _____ Fx No. : _____ - _____
(Street Address/O.O. Box) E-Mail Address: _____
(City) (State) (ZIP Code)

* denotes required fields

*Summary - a Resolution calling a hearing on the amendment of the boundaries of District No. 24 (Groundwater Remediation).

RESOLUTION NO.

(of Washoe County, Nevada)

A RESOLUTION CALLING A HEARING ON THE AMENDMENT OF THE BOUNDARIES OF DISTRICT NO. 24 (GROUNDWATER REMEDIATION/CENTRAL TRUCKEE MEADOWS REMEDIATION DISTRICT) IN WASHOE COUNTY, NEVADA; PROVIDING FOR A NOTICE OF HEARING, AND PROVIDING OTHER MATTERS PROPERLY RELATED THERETO.

1. **WHEREAS**, the Board of County Commissioners (the “Board”) of the County of Washoe (the “County”) in the State of Nevada has created a district for the remediation of the quality of water (the “District” or “District No. 24”) pursuant to NRS §540A.250 through §540A.285; and

2. **WHEREAS**, subsection 3 of NRS §540A.250 provides that:

“The District created pursuant to this section must include, without limitation:

a. the area where the condition which requires remediation is determined by the Board to be present, or for which remediation is determined by the Board to be necessary, including any area to which the condition is expected to migrate unless remediation is carried out; and

b. if the Board determines that the condition which requires remediation affects the quantity or quality of drinking water within the region, the wholesale and retail service area of any provider of water that has used or uses for any portion of its supply wells located in the area described in paragraph (a)”; and

3. **WHEREAS**, pursuant to NRS § 540A.250, the Board has had prepared for it a plan for remediation designated the “Central Truckee Meadows Remediation District Final Work Plan February 22, 1996” as updated by the “Central Truckee Meadows Remediation District Remediation Management Plan” dated October 28, 2002 (as updated, the “Plan for Remediation”); and

15-264

4. **WHEREAS**, the Plan for Remediation has been submitted to the Division of Environmental Protection of the State of Nevada (the “Division”) and approved by the Division pursuant to Subsection 1 of NRS §540A.260; and

5. **WHEREAS**, the Plan for Remediation indicates that, and based upon such plan the Board has determined that, the condition which requires remediation affects the quality of drinking water within the region; and

6. **WHEREAS**, the boundaries of the District therefore are to include the Wholesale and Retail Water Service Area of the Truckee Meadows Water Authority (“TMWA”), which is a provider of water service that has used and uses for a portion of its water supply, wells located in the area in which the condition that requires remediation is present; and

7. **WHEREAS**, the boundaries of the District were originally filed in the office of the County Clerk on September 16, 1997, and as so filed, were made the boundaries of the District (the “Original Boundaries”) by Ordinance No. 1000, duly adopted by the Board on November 12, 1997; and

8. **WHEREAS**, Washoe County’s Community Services Department (“CSD”) was, during 2014, a provider of water service that used for a portion of its water supply a well or wells located in the area where the condition of PCE exists in the groundwater and where remediation is required as hereby determined by the Board; and

9. **WHEREAS**, the Original Boundaries have been amended; and

10. **WHEREAS**, the Board has determined and hereby determines to propose to further amend the boundaries of the District with respect to the fee collected in 2014 to exclude from the 2014 Boundaries of the District as amended through December 31, 2013 (the “2014 Fee Year Boundaries”), certain additional properties that did not receive water service involving water provided on a wholesale or retail basis by TMWA or that did not use a water supply provided by that portion of the CSD water system with a well or wells in the area where the condition of PCE exists in the groundwater and where remediation was required during 2013; and

11. **WHEREAS**, the Board has determined and hereby determines to propose to amend the 2014 Fee Year Boundaries of the District with respect to the fee collected in 2014, to add to and include such new properties added to the Wholesale and Retail Water Service Area of TMWA and to add to and include new properties added to that portion of the Water Service Area

of CSD with a well or wells in the area where the condition of PCE exists in the groundwater and where remediation was required in 2014; and

12. **WHEREAS**, the Board has determined and hereby determines to propose to amend the 2014 Fee Year Boundaries of the District with respect to the fee to be collected in 2015 to exclude from the 2014 Fee Year Boundaries of the District certain properties, which did not receive water service involving water provided on a wholesale or retail basis by TMWA or involving water provided by CSD within its Water Service Area with a well or wells in the area where the condition of PCE exists in the groundwater and where remediation was required during calendar year 2014; and

13. **WHEREAS**, each of the following will be filed with the County Clerk (the “Clerk”) prior to the publication of a notice of hearing as hereinafter described:

(i) a list of the properties proposed to be excluded from the 2015 Fee Year Boundaries of the District with respect to the fees collected in 2014 as described in the 10th preamble hereto entitled “Second List of Properties to be excluded from 2015 Fee Year Boundaries of District No. 24” (the “Second 2014 Exclusion List”),

(ii) a description of the areas proposed to be added to the 2015 Fee Year Boundaries of the District as described in the 11th preamble hereto, entitled “2015 Description of Areas to be Added to District No. 24” (the “2015 Addition List”), and

(iii) a list of the properties proposed to be excluded with respect to the fee to be imposed in 2015 as described in the 12th preamble hereto, entitled “First List of Properties to Be Excluded from the 2015 Fee Year Boundaries of District No. 24” (the “First 2015 Exclusion List”); and

14. **WHEREAS**, pursuant to NRS §540A.262, the Board is required to hold a hearing before amending the boundaries of the District; and

15. **WHEREAS**, the Board desires to authorize publication of a notice of the hearing in accordance with NRS §540A.262.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF WASHOE, IN THE STATE OF NEVADA:

Section 1. A hearing is hereby called on the proposed amendment to the boundaries of the District. The hearing shall be held not less than 15 days after the notice of hearing described herein is published. The Manager is authorized to schedule the hearing and request

that the Clerk publish the Notice described below after materials described in preamble 12 (the "Amendments") are filed in the office of the Clerk.

Section 2. Upon receipt of request from the Manager as provided in Section 1, the Clerk is hereby authorized and directed to publish a notice of hearing not less than 15 days prior to the hearing in a display advertisement which is at least 3" x 5" in size in a newspaper of general circulation in the County. The notice shall state that the description of the boundaries and the amendment to those boundaries is on file at the office of the Clerk for public examination. The notice shall be in substantially the following form:

**NOTICE OF PUBLIC HEARING
WASHOE COUNTY, NEVADA
DISTRICT NUMBER 24
(GROUNDWATER REMEDIATION)**

NOTICE is hereby given that the Board of County Commissioners of Washoe County, Nevada will hold a public hearing on May 12, 2015 at the hour of 3:00 p.m. at the Commission Chambers, Washoe County Administrative Complex, 1001 East Ninth Street, Reno, Nevada on a proposed amendment to the boundaries of Washoe County Nevada District No. 24 (Groundwater Remediation), which is a district for remediation of groundwater (the "District").

At the hearing all persons who desire to appear may appear and be heard concerning a proposed amendment to the boundaries of the District, and after the hearing the Board shall make such adjustments to the proposed boundary amendment as appear to be necessary, but the boundaries may not be expanded to include any property not included either in the proposed amendment as filed in the office of the County Clerk on April 14, 2015, or the 2014 Boundaries of the District specified in Ordinance No. 1533, adopted and approved on June 17, 2014 (the "Ordinance").

It is proposed that the boundaries of the District would be amended as follows:

1. The boundaries of the District with respect to the fee collected in 2014 shall be as they already exist as further amended by exclusion of the properties listed in the list entitled "Second List of Properties to be Excluded from the 2014 Boundaries of District No. 24" (the "Second 2014 Exclusion List"), now on file with the County Clerk, and

2. The boundaries of the District with respect to the fee to be collected in 2015 shall be the 2014 Boundaries of the District as established by the Ordinance adopted by the Board of County Commissioners on June 17, 2014, amended as follows:

(a) amended by the addition to the 2014 Boundaries of the District of the areas described in the "2015 Description of Areas to be added to District No. 24" (the "2015 Addition List"), now on file in the office of the County Clerk, and,

(b) amended by excluding those properties (whether included in the 2014 Boundary, or in the additions described in clause (a)) listed in the "First List of Properties to be Excluded from the 2015 Boundaries of District No. 24" (the "First 2015 Exclusion List"), now on file in the office of the County Clerk.

The proposed 2015 Fee Year Boundaries of the District, the Second 2014 Exclusion List, the 2015 Addition List, and the First 2015 Exclusion List, are on file in the office of the County Clerk for public examination.

The boundaries of the District are those specified by Subsection 3 of NRS §540A.250, which consist of the area where the condition which requires remediation is determined by the Board to be present or for which remediation is determined by the Board to be necessary, including any area to which the condition is expected to migrate unless remediation is carried out, and the wholesale and retail water service area of any provider of water that has used or uses for any portion of its supply wells located in the area where the condition which requires remediation is determined to be present. The District Boundary generally consists of the TMWA Wholesale and Retail Water Service Area and a portion of the CSD Service Area. This general description is, however, for the convenience of the readers of this notice only. A specific description of the boundaries of the District and the proposed amendments thereto are on file in the office of the County Clerk and reference is made to those descriptions to determine whether or not a property is or is not included or proposed to be included within the boundaries of the District.

Reference is made to the Plan for Remediation, the boundaries of the District and the proposed amendments to those boundaries on file in the office of the County Clerk for further information concerning the District and its boundaries. All owners of property within the boundaries of the District and all other persons interested are encouraged to appear at the hearing and present their views. Written testimony and comments may be filed at or before the hearing with the County Clerk.

IN WITNESS WHEREOF, the Board of County Commissioners have caused this notice to be published not less than 15 days prior to the hearing referred to above.

Dated this April 14, 2015.

BOARD OF COUNTY COMMISSIONERS OF
WASHOE COUNTY, NEVADA

(SEAL)

By Marsha Berkgigler
Chair

ATTEST:

/s/ Nancy Parent
County Clerk

[Continuation of Resolution from Page 4]

Section 3. The Officers of the County are directed to effectuate the provisions of this resolution.

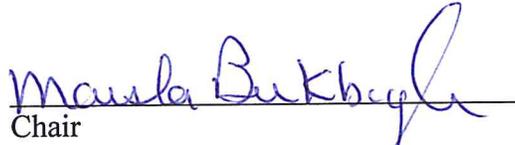
Section 4. All resolutions, or parts thereof, in conflict herewith are hereby repealed to the extent of such inconsistency.

Section 5. The invalidity of any provisions of this resolution shall not affect any remaining provisions hereof.

Section 6. This resolution may be amended in any manner, at any time by the Board. This resolution does not obligate the Board to proceed with the District or issue bonds.

Section 7. The Board has determined, and does hereby declare, that this resolution shall be in effect after its passage in accordance with law.

PASSED, ADOPTED AND APPROVED this April 14, 2015.


Chair
Board of County Commissioners
Washoe County

(SEAL)

Attest: 

Clerk

STATE OF NEVADA)
 : ss.
COUNTY OF WASHOE)

I, Nancy Parent, am the qualified and elected Clerk of Washoe County (the "County"), and in the performance of my duties as Clerk do hereby certify:

1. The foregoing pages are a true, correct and compared copy of a resolution adopted by Board of County Commissioners (the "Board") of the County at a meeting held on April 14, 2015. The original of the resolution has been approved and authenticated by the signatures of the Chairman of the Board and myself as County Clerk and sealed with the seal of the County, and has been recorded in the minute book of the Board kept for that purpose in my office.

2. Said proceedings were duly had and taken as therein shown. The following Commissioners were present at said meeting and voted on the resolution as follows:

Those Voting Aye:

BERKBIGLER
Jung
Lucey
Hartung
Herman

Nays:

none

Absent:

none

3. All members of the Board were given due and proper notice of such meeting.

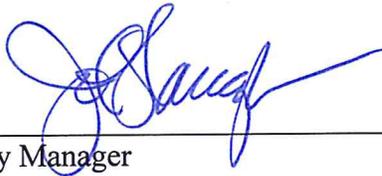
4. Public notice of such meeting was given and such meeting was held and conducted in full compliance with the provisions of NRS §540A.262 and NRS §241.020. A copy of the notice of meeting and excerpts from the agenda for the meeting relating to the resolution, as posted by 9:00 a.m. at least 3 working days in advance of the meeting at:

- (i) Washoe County Administration Complex
1001 East Ninth Street
Reno, Nevada
- (ii) Washoe County Courthouse
Virginia and Court Streets
Reno, Nevada
- (iii) Washoe County Library
301 South Center Street
Reno, Nevada
- (iv) Justice Court
1675 E. Prater Way #107
Sparks, Nevada

is attached as Exhibit "A".

5. No later than 9:00 a.m. at least 3 working days before such meeting, such notice was mailed to each member of the Board and to each person, if any, who has requested notice of meetings of the Board in the same manner in which notice is required to be mailed to a member of the Board.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the County this April 14, 2015.



County Manager



EXHIBIT "A"

(Attach Notice of Meeting and Agenda)

EXHIBIT "B"

(Attach Affidavit of Publication of Notice)

APN: 142-432-04

*When recorded return to:
Washoe County Engineering & Capital Projects Division
PO Box 11130
Reno, NV 89520*

DOC # 4457718

04/15/2015 10:39:43 AM
Requested By
WASHOE COUNTY CLERK
Washoe County Recorder
Lawrence R. Burtness - Recorder
Fee: \$0.00 RPTT: \$0.00
Page 1 of 8



RESOLUTION ACCEPTING STREETS

The Reserve at Monte Rosa Unit 2, Tract Map 4836, Section 30, Township 18 North, Range 20 East, MDM, Document No. 3598845 recorded November 30, 2007, (Whistler Ridge Drive) as described and shown on Exhibit "A" (a copy is attached and is incorporated by reference).

WHEREAS, it is a function of the County of Washoe to operate and maintain public streets; and

WHEREAS, certain streets, or portions thereof, were offered for dedication by Tract Map No.4836, Document No. 3598845 recorded on November 30, 2007; and

WHEREAS, said offer of dedication was rejected by the Director of Community Development because said road were not constructed to Washoe County standards; and

WHEREAS, NRS 278.390 specifically provides that if at the time a final map is approved any streets are rejected, but the offer of dedication shall be deemed to remain open and the governing body may by resolution at any later date, and without further action by the property owner, rescind its action and accept the street for public use; and

WHEREAS, portion of said street has been recently constructed and now meets current County standards; and

WHEREAS, said street is necessary for public access; and

15-263

WHEREAS, the Washoe County Board of Commissioners finds that it is in the best interest of the public to accept said street.

NOW, THEREFORE, BE IT RESOLVED, by the Washoe County Board of Commissioners, pursuant to NRS 278.390, that the real property shown on Tract Map #4836 (as described and shown on Exhibit "A", a copy is attached and is incorporated by reference) is hereby accepted.

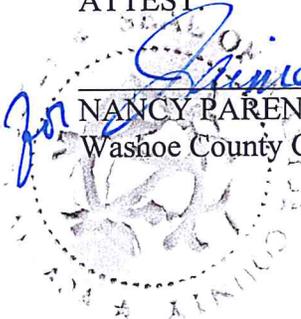
WASHOE COUNTY BOARD OF COMMISSIONERS

Maura Beckwith
Chair,
Washoe County Commission

4/14/15, 2015
Dated

ATTEST:

for Shirley Sellen, Deputy Clerk
NANCY PARENT
Washoe County Clerk



4836B

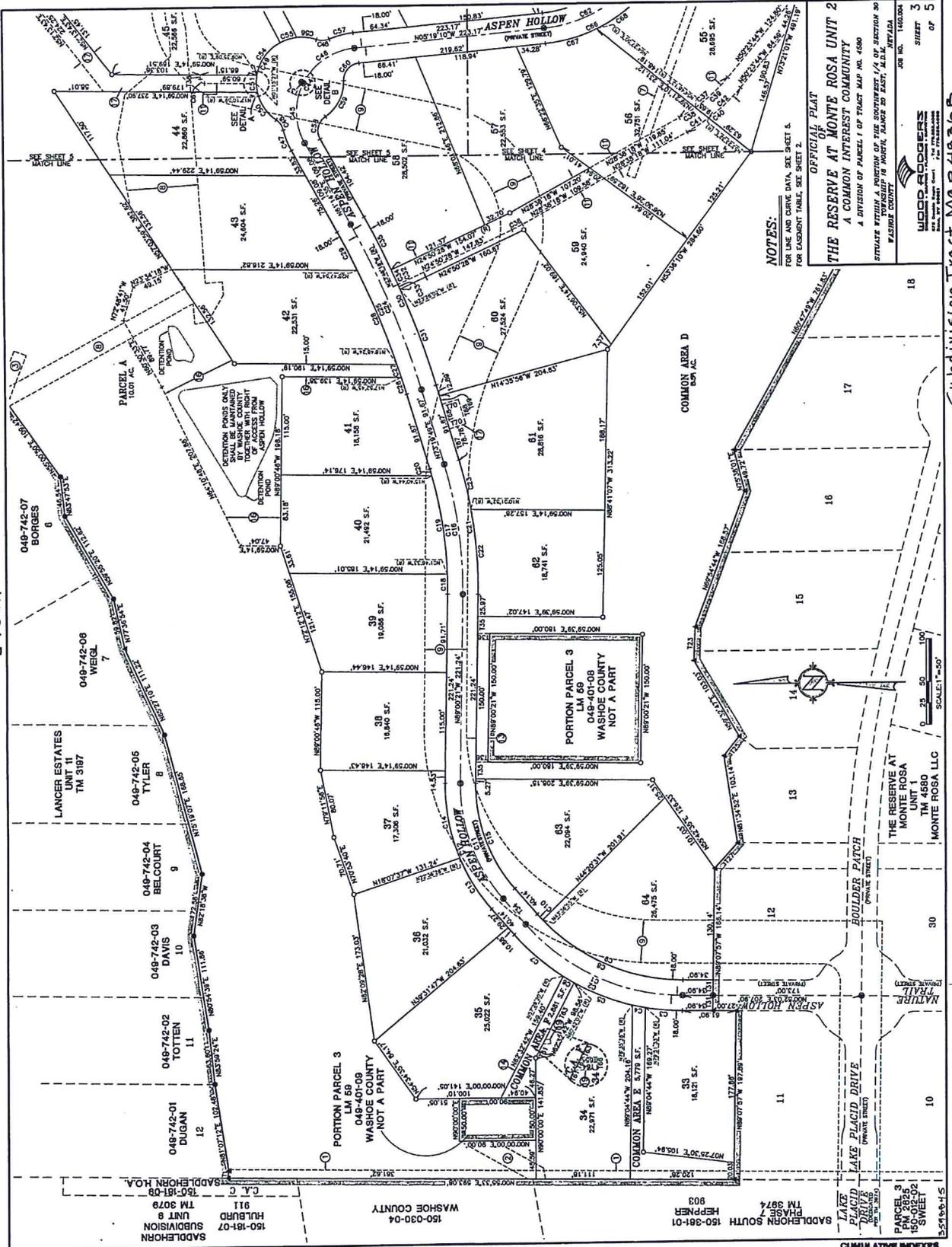


EXHIBIT A

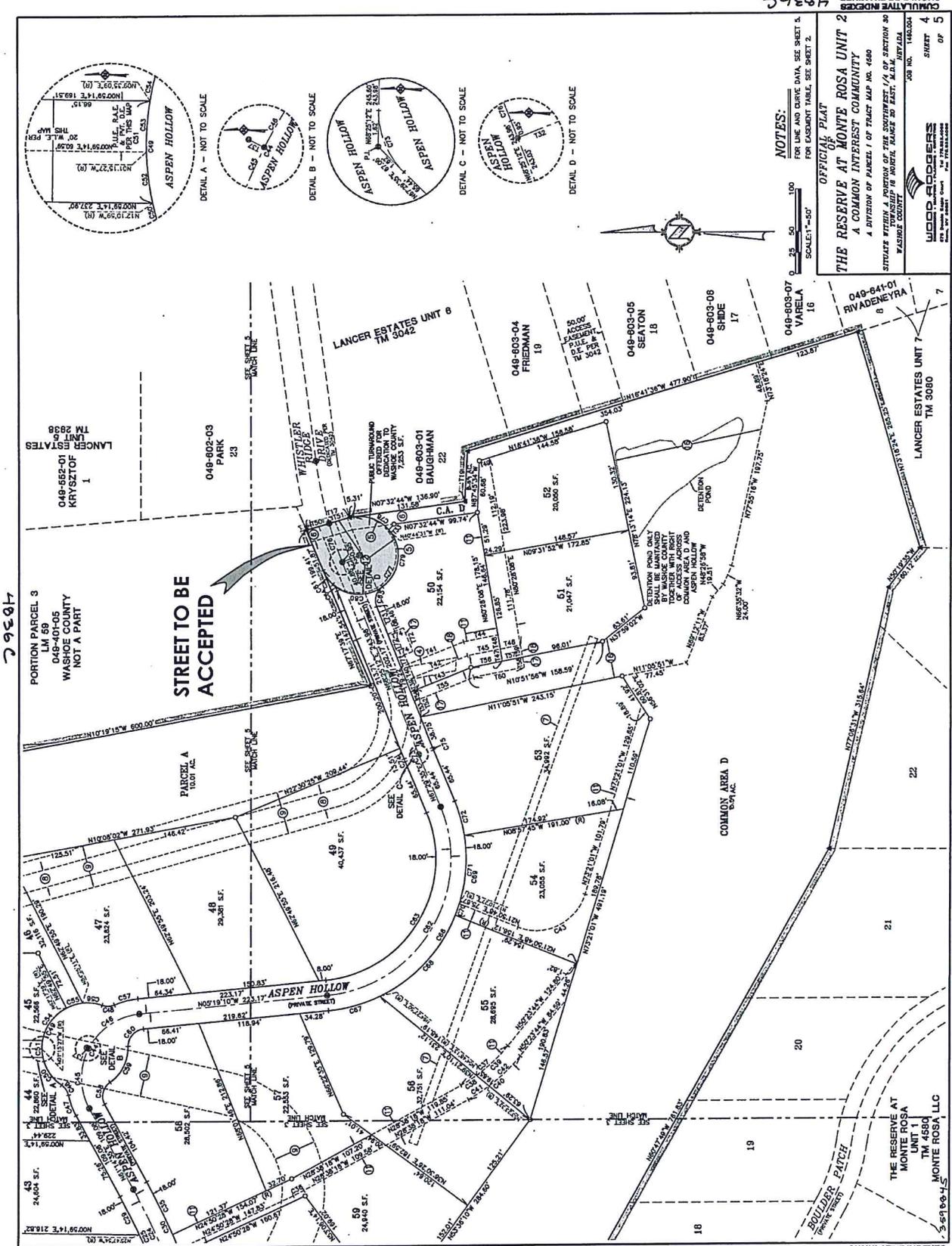
CUMULATIVE INDEXES SHOULD BE EXAMINED FOR ANY SUBSEQUENT CHANGES TO THIS MAP 4836B

NOTES:
 FOR LINE AND CURVE DATA, SEE SHEET 5.
 FOR EASEMENT TABLE, SEE SHEET 2.

OFFICIAL PLAT OF
THE RESERVE AT MONTE ROSA UNIT 2
 A COMMON INTEREST COMMUNITY
 A DIVISION OF PARCEL 1 OF TRACT MAP NO. 4890
 SITUATE WITHIN A PORTION OF THE SOUTHWEST 1/4 OF SECTION 30
 TOWNSHIP 19 NORTH, RANGE 20 EAST, N.M.S.
 WASHOE COUNTY, NEVADA
 JOB NO. 160000
 SHEET 3 OF 5
WOOD ROBBERS
 1000 W. WASHINGTON ST., SUITE 100
 LAS VEGAS, NV 89102
 (702) 735-1100

Subdivision Tract Map 4836B

CUMULATIVE INDEXES SHOULD BE EXAMINED FOR ANY SUBSEQUENT CHANGES TO THIS MAP



79504

PORTION PARCEL 3
LM 69
049-401-05
WASHOE COUNTY
NOT A PART

STREET TO BE
ACCEPTED

EXHIBIT A

4836C

NOTES:
FOR LINE AND CURVE DATA, SEE SHEET 1.
FOR EASEMENT TABLE, SEE SHEET 2.
SCALE: 1"=50'

OFFICIAL PLAT

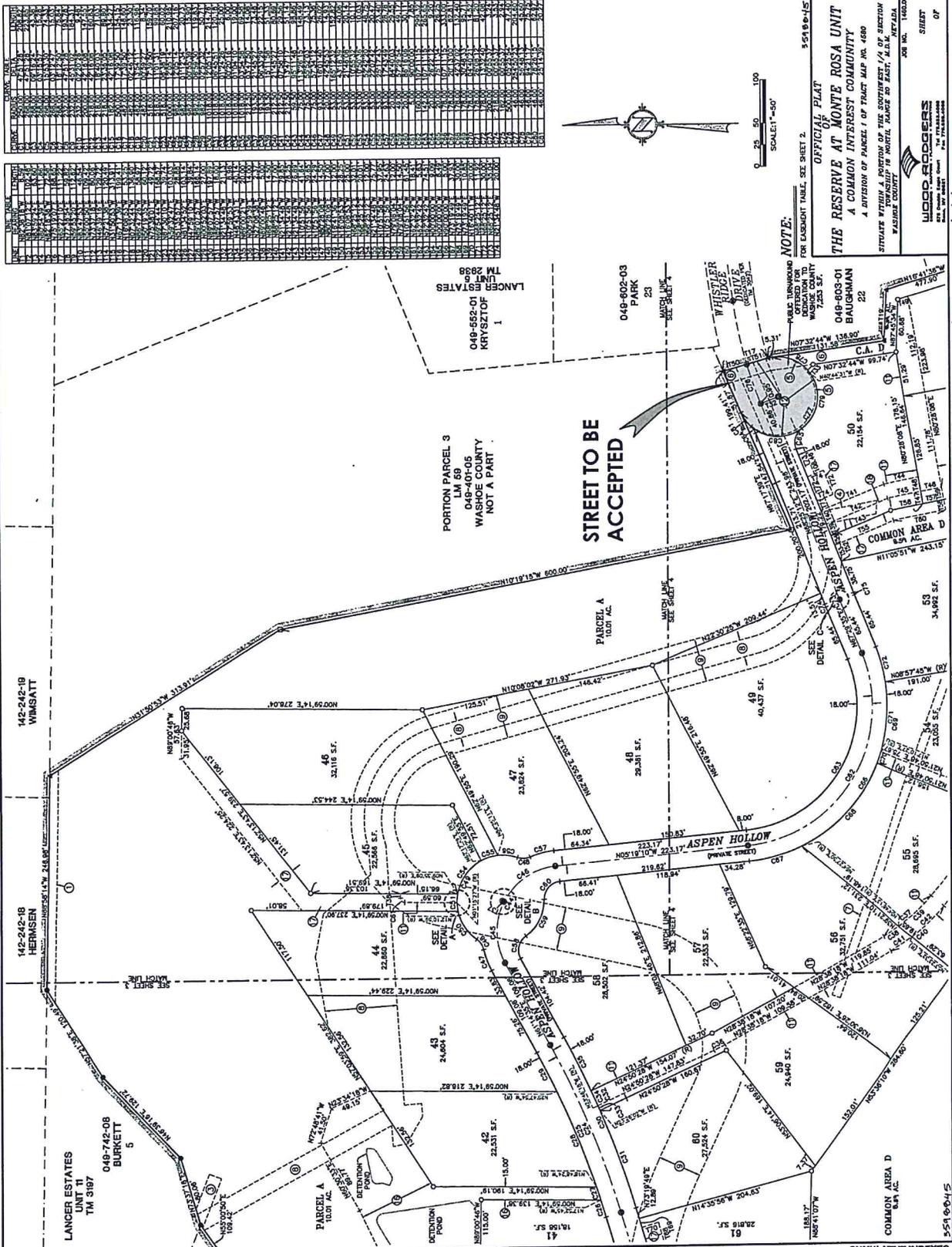
THE RESERVE AT MONTE ROSA UNIT 2
A COMMON INTEREST COMMUNITY
A DIVISION OF PARCEL 1 OF TRACT MAP NO. 4880
SITUATE WITHIN A PORTION OF THE SOUTHWEST 1/4 OF SECTION 30
TOWNSHIP 18 NORTH, RANGE 20 EAST, N.E.M. MERIDIAN
WASHE COUNTY, NEVADA
JOB NO. 1460.000
SHEET 4 OF 5

W.D. ROGERS
REGISTERED PROFESSIONAL ENGINEER
NO. 10000
STATE OF NEVADA

CUMULATIVE INDEXES
SHOULD BE EXAMINED
FOR ANY SUBSEQUENT
CHANGES TO THIS MAP

Subdivision Tract Map 4836C

4836D



Parcel No.	Area (Ac.)	Owner	Notes
41	14,106 SF.	LANCER ESTATES UNIT 11 TM 3187	
42	23,331 SF.	049-742-08 BURKETT 5	
43	24,401 SF.		
44	22,988 SF.		
45	22,988 SF.		
46	32,116 SF.		
47	21,624 SF.		
48	29,391 SF.		
49	40,437 SF.		
50	22,154 SF.		
51	28,095 SF.		
52	22,353 SF.		
53	24,401 SF.		
54	27,284 SF.		
55	24,401 SF.		
56	22,731 SF.		
57	22,353 SF.		
58	24,401 SF.		
59	24,401 SF.		
60	27,284 SF.		
61	28,018 SF.		
62	28,018 SF.		
63	28,018 SF.		
64	28,018 SF.		
65	28,018 SF.		
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67	28,018 SF.		
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70	28,018 SF.		
71	28,018 SF.		
72	28,018 SF.		
73	28,018 SF.		
74	28,018 SF.		
75	28,018 SF.		
76	28,018 SF.		
77	28,018 SF.		
78	28,018 SF.		
79	28,018 SF.		
80	28,018 SF.		
81	28,018 SF.		



SCALE 1" = 50'

NOTE:
FOR EASEMENT TABLE, SEE SHEET 2

OFFICIAL PLAT
THE RESERVE AT MONTE ROSA UNIT 2
 A COMMON INTEREST COMMUNITY
 A DIVISION OF PARCELS 1 OF TRACT MAP NO. 4800
 SITUATE WITHIN A PORTION OF THE SOUTHWEST 1/4 OF SECTION 30
 T18N R16E S30E ASHTON TOWNSHIP, WASHOE COUNTY,
 NEVADA

WOOD & BOGERS
 CIVIL ENGINEERS
 1100 W. WASHINGTON ST., SUITE 100
 LAS VEGAS, NEVADA 89102
 JOB NO. 1440004
 SHEET 5 OF 5

Subdivision Tract Map 4836D

EXHIBIT A

CUMULATIVE INDEXES
 SHOULD BE EXAMINED
 FOR ANY SUBSEQUENT
 CHANGES TO THIS MAP

4836D
 CUMULATIVE INDEXES
 SHOULD BE EXAMINED
 FOR ANY SUBSEQUENT
 CHANGES TO THIS MAP

**INTERLOCAL AGREEMENT
BETWEEN
WASHOE COUNTY HEALTH DISTRICT
AND
WASHOE COUNTY THROUGH ITS REGIONAL ANIMAL SERVICES
FOR
REPORTING AND QUARANTINE OF POSSIBLE RABIES EXPOSURES**

THIS INTERLOCAL AGREEMENT (“AGREEMENT”) is made and entered into by and between the Washoe County Health District (“WCHD”), also known as the Rabies Control Authority (“RCA”), and Washoe County, through its Regional Animal Services (“WCRAS”), also known as the Designee.

I. PURPOSE OF THE AGREEMENT

This AGREEMENT is intended to outline the understanding between the parties for the control of rabies in Washoe County.

II. RECITALS

WHEREAS, both parties are public agencies of Washoe County; and

WHEREAS, pursuant to NRS 244.358, the Washoe County Board of County Commissioners has enacted ordinances providing for a rabies control program; and

WHEREAS, pursuant to NAC 441A.150, Washoe County has designated the Rabies Control Authority as the entity responsible for administering the rabies control program; and

WHEREAS, the Washoe County Board of County Commissioners has enacted WCC 55.570, which designates the Washoe County Health District, through its district health officer, as the Rabies Control Authority for Washoe County, Nevada; and

WHEREAS, NRS 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity or

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undertaking which any of the public agencies entering into the contract is authorized by law to perform; and

WHEREAS, it is deemed that the services of Washoe County Regional Animal Services hereinafter set forth are both necessary to the Washoe County Health District and in the best interests of Washoe County;

NOW THEREFORE, THE PARTIES, in consideration of the matters set forth above and in the interests of public health and safety hereby agree as follows:

- A) The Washoe County Health District, in its role as the Rabies Control Authority, hereby designates Washoe County Regional Animal Services, by and through its animal control officers, as its' Designee where possible rabies exposure has occurred.
- B) The Designee shall enforce Washoe County Code provisions governing the quarantine and management of biting animals, and shall investigate and/or quarantine, control or euthanize any animal that has bitten a person in accordance with WCC 55.610.
- C) The Designee shall cause a dog, cat or ferret, regardless of that animal's current vaccination against rabies, which has bitten a person, to be quarantined for ten (10) days following the bite pursuant to WCC 55.610(1). The Designee will determine if said animal shall be observed under the supervision of a licensed veterinarian, or any other person, and shall determine if the enclosure or facility is adequate for quarantine. On a case-by-case basis, the Designee may approve home quarantine. The Designee shall immediately report any signs of illness during the ten (10) day quarantine period to the Rabies Control Authority.
- D) The Designee shall immediately euthanize a bat, raccoon, skunk or fox which has bitten a person, without a period of quarantine pursuant to WCC 55.610(9).

- E) The Designee shall manage any other species of animal, which has bitten a person, as the Rabies Control Authority deems appropriate and pursuant to WCC 55.610(10).
- F) The Designee shall immediately notify the Rabies Control Authority of any bite to human or animal, from any wild animal, and shall follow the directions of the Rabies Control Authority.
- G) The Rabies Control Authority shall forward all copies of submitted rabies certificates to the Designee. Upon receipt of the rabies certificates, the Designee will enter this information into the Designee's Chameleon data base (WCRAS internal software program) to ensure accuracy of reports and compliance with WCC 55.350 and WCC 55.590.
- H) The Washoe County Health District and Washoe County Regional Animal Services shall be responsible for the administration of this Agreement. Each party represents that it has sufficient resources and/or other agreements to perform the covenants, terms and conditions set forth herein.

III. LIMITED LIABILITY

The Parties will not waive and intend to assert available NRS chapter 41 liability limitations in all cases. Liability of both parties shall not be subject to punitive damages. To the extent applicable, actual contract damages for any breach shall be limited by NRS 353.260 and NRS 354.626.

IV. INDEMNIFICATION

To the fullest extent of limited liability as set forth in paragraph (III) of this Agreement, each party shall indemnify, hold harmless and defend the other, not excluding the other's right to participate, 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 willful or negligent acts or omissions of the party, its officers, employees and/or agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or indemnity obligation which would otherwise exist as to any party or person described in this paragraph.

V. GOVERNING LAW

This Agreement shall be governed, interpreted and construed in accordance with Nevada law. Any action brought pursuant to this agreement shall be brought in Washoe County Nevada.

VI. ASSIGNMENT

Neither party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other party.

VII. AMENDMENT

This Agreement may be modified or amended by written document, signed and executed by both parties, with the same formalities with which this Agreement was originally executed.

VIII. SEVERABILITY

In the event any portion of this Agreement is found invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the remainder of the Agreement. The remaining provisions shall be construed as if the invalid, illegal or unenforceable provision was not contained herein.

IX. EFFECTIVE TERM

This Agreement will become effective upon the date which the respective agency heads sign the Agreement. It shall remain in effect with no termination date, but may be terminated by either party upon thirty (30) days written notice to the other party. Termination of this

Agreement in no way relieves either party from the responsibility to comply with applicable local, state or federal laws and regulations.

X. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the parties and supersedes any prior written or oral agreements or understandings related to its subject matter.

XI. AUTHORIZED REPRESENTATIVES

By signature below, each party certifies that the individuals listed in this document are authorized to bind their principal to the full extent of the law.

IN WITNESS THEREOF, the parties have approved this Agreement and have caused this Agreement to be executed by their respective officers on the date next to the signatures.

THIS INTERLOCAL AGREEMENT IS EFFECTIVE THIS 23rd **DAY OF**
April, 2015.

WASHOE COUNTY HEALTH DISTRICT

By: [Signature]

Date 4.23.15

WASHOE COUNTY

By: [Signature]
CHAIRMAN

Date 4-14-15

**RESOLUTION ON SUBGRANTS OF
STATE EMERGENCY RESPONSE COMMISSION GRANT**

WHEREAS, Washoe County is a member of the Local Emergency Planning Committee (LEPC) and has been awarded a grant from the State Emergency Response Commission (SERC) in the amount of \$18,047.00 in support of local hazardous materials emergency response plans; and

WHEREAS, under this grant Washoe County is both a recipient and a fiscal agent for other local government entities and nonprofit organizations, which are subgrantees as members of LEPC; and

WHEREAS, NRS 244.1505 allows the Board of County Commissioners of Washoe County to make a grant of public money for any purpose which will provide a substantial benefit to the inhabitants of Washoe County; and

WHEREAS, Washoe County as fiscal agent for the other government entities or nonprofit organizations that are members of LEPC, desires to pass through some of these grant funds and grant assurances as listed below for the amounts and uses stated below.

THEREFORE, BE IT RESOLVED, that the Washoe County Board of Commissioners hereby grants to the government entities (other than Washoe County departments for which the Board has accepted funds from the award) and nonprofit organizations listed below, as a pass through of the amounts and for the uses shown below, finding that said amounts and uses will provide a substantial benefit to the inhabitants of Washoe County, and the Board authorizes the County Manager, or designee, to sign subgrants with the entities listed below, which subgrants, herein incorporated by reference, will set forth the maximum amount as listed below to be expended under the subgrants, the use and purposes of the subgrants as described below, and the conditions, limitations and the grant assurances of the subgrants.

15-271

The City of Sparks on behalf
of the Sparks Fire Dept./TRIAD

\$18,047.00

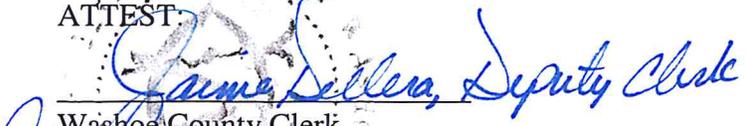
Attendance Continuing Challenge
Hazmat Conference

ADOPTED this 14th day of April, 2015.



Marsha Berkbigler, Chairman
Washoe County Commission

ATTEST:



Jaime Sellers, Deputy Clerk
Washoe County Clerk

RESOLUTION
TO AUGMENT THE BUDGET OF THE WASHOE COUNTY GENERAL FUND

WHEREAS, the Washoe County General Fund had an opening fund balance of \$14,903,462 not appropriated in fiscal year 2014-15; and
WHEREAS, the Washoe County General Fund has the need for appropriation authority for previously approved but unbudgeted expenditures; and

NOW THEREFORE BE IT RESOLVED, by the Board of County Commissioners of the County of Washoe, State of Nevada:

Section 1. That the budget of the Washoe County General Fund be adjusted as follows:

General Fund

Increase Revenues

General Fund Unappropriated opening fund balance (carryover) \$3,398,217.00

Increase Expenditures

C920301-781002 District Court Expansion project	\$ 842,587.00
IN60233-710100 Sparks Justice Court Admin Assessment funds	\$ 8,620.00
IN60277-710100 Wadsworth Justice Court Admin Assessment funds	\$ 55,565.00
IN60235-710100 Incline Justice Court Admin Assessment funds	\$ 4,903.00
C150200-701412 Salary Adjustment	\$1,750,643.00
C150200-705360 Benefit Adjustment	\$ 726,449.00
C154000-701412 Salary Adjustment	\$ 7,400.00
C154000-705360 Benefit Adjustment	\$ 2,050.00
<hr/>	
Total Increase in Expenditures	\$3,398,217.00

Movement of Cash for the above transactions in the General Fund

Transfer of Cash out of Funds

C188500-814092 transfer cash out of General Fund to Capital fund \$842,587.00

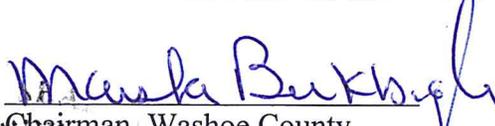
Transfer of Cash into the Funds

C920301-621001 transfer of cash into the Capital Fund \$842,587.00

Section 2. This Resolution shall be effective on passage and approval.

Section 3. The County Clerk is hereby directed to distribute copies of the Resolution to the Department of Taxation, Comptroller, and the Budget Division.

Adopted this 14th day of April, 2015.


Chairman, Washoe County
Board of County Commissioners

ATTEST:


County Clerk

15-272

COOPERATIVE (LOCAL PUBLIC AGENCY) AGREEMENT
2ND AVENUE SIDEWALK PROJECT

This Agreement is made and entered the _____ day of _____, _____, by and between the STATE OF NEVADA, acting by and through its Department of Transportation (hereinafter "DEPARTMENT") and Washoe County, acting by and through its Community Services Department, 1001 E. Ninth Street, P.O. Box 11130, Reno, NV 89520 (hereinafter "COUNTY").

WITNESSETH:

WHEREAS, agreements between the DEPARTMENT and local public agencies are authorized under Nevada Revised Statutes (NRS) Chapters 277 and 408; and

WHEREAS, the DEPARTMENT and the Nevada Division of the Federal Highway Administration (FHWA) have entered into a Stewardship Agreement pursuant to Title 23 United States Code (U.S.C.) § 106; and

WHEREAS, NRS 408.245 authorizes the DEPARTMENT to act as agent and to accept federal funds on behalf of local public agencies; and

WHEREAS, 23 Code of Federal Regulations (CFR) § 635.105(c) provides that when a local public agency project is located on a street or highway over which the DEPARTMENT does not have legal jurisdiction, or when special conditions warrant, the DEPARTMENT may arrange for the local public agency having jurisdiction over such street or highway to perform the work with its own forces or by contract provided certain conditions are met; and

WHEREAS, the COUNTY will agree to design, adjust and/or relocate utility facilities, advertise, award, and manage construction of curb, gutter, sidewalk and drainage improvements as outlined in the Project Scope attached hereto and incorporated herein as Attachment A (hereinafter "PROJECT"); and

WHEREAS, the PROJECT has been approved by the DEPARTMENT for Federal Transportation Alternatives Program (TAP) funds; and

WHEREAS, the COUNTY is a sub-recipient of federal transportation funds, Catalog of Federal Domestic Assistance (C.F.D.A.) Number 20.205 will be used for reporting purposes; and

NOW, THEREFORE, in consideration of the premises and mutual covenants hereinafter contained, it is agreed as follows:

ARTICLE I - DEPARTMENT AGREES:

1. To assist the COUNTY with: (a) completing the National Environmental Policy Act (NEPA) documentation in conformance with 23 CFR Part 771 and (b) obtaining the environmental permits and clearances.
2. To ensure that the COUNTY's actions are in accordance with applicable Federal

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and State regulations and policies.

3. To obligate Federal TAP funding for the PROJECT in a maximum amount of Two Hundred Thousand and No/100 Dollars (\$200,000.00).

4. To establish a Project Identification Number to track all PROJECT costs.

5. Once the funding is obligated, to provide the COUNTY with a written "Notice to Proceed" authorizing the preliminary engineering of the PROJECT.

6. To ensure that applicable environmental laws and regulations are met on the PROJECT and to certify the PROJECT to FHWA in accordance with Federal requirements.

7. To review and comment on the COUNTY's design (including plans, specifications, and estimates) within fifteen (15) working days from receipt of submittal of such design and to ensure that DEPARTMENT, American Association of State Highway Transportation Officials (AASHTO) and Manual on Uniform Traffic Control Devices (MUTCD) Guidelines are followed and that the design meets the requirements of the Americans with Disability Act (ADA).

8. To assign a Right-of-Way Agent to provide guidance and oversight to ensure all utility relocations are performed in accordance with State and Federal regulations including, but not limited to Nevada Administrative Code (NAC) Chapter 408 and 23 CFR Part 645.

9. To ensure that applicable right-of-way laws and regulations are met on this PROJECT and to document those actions taken in accordance with the DEPARTMENT's administrative requirements.

10. To issue an occupancy permit to the COUNTY, at no cost to the COUNTY, allowing it to occupy the DEPARTMENT's right-of-way for the purpose of constructing and maintaining the PROJECT.

11. To provide an overall Disadvantaged Business Enterprise (DBE) participation goal and/or training hours for the PROJECT based on the DEPARTMENT's DBE Program, subject to and in accordance with Federal and State law and any other applicable laws, rules and regulations.

12. To review the DBE information submitted to the COUNTY by bidders on the PROJECT for compliance with 49 CFR Part 26 and to provide the COUNTY with the results of such review.

13. To review and approve the COUNTY's procedures utilized for advertising, bid opening, and award of the PROJECT, so that the DEPARTMENT may satisfy itself that the same are in accordance with applicable Federal requirements.

14. To ensure that all reporting and project documentation, as necessary for financial management and required by applicable Federal requirements, is submitted by the DEPARTMENT to the FHWA.

15. To authorize the COUNTY to proceed with the advertisement and award of the contract and construction of the PROJECT, once the final design (including plans, specifications

and estimates) has been reviewed and approved by the DEPARTMENT, all certifications have been completed, and the funding authorized by FHWA. The DEPARTMENT shall issue such authorization through a written "Notice to Proceed".

16. To assign a Local Public Agency Coordinator and a Resident Engineer to act as the DEPARTMENT's representatives to monitor the COUNTY's compliance with applicable Federal and State requirements.

17. To review, and approve when acceptable to the DEPARTMENT, addenda, supplementals, and change orders to the construction contract of the PROJECT to ensure compliance with the terms of this Agreement within five (5) working days. Failure to respond within five (5) working days shall constitute approval. Approval of said addenda, supplementals, and change orders does not alter the maximum reimbursement to the COUNTY as established in ARTICLE I, Paragraph 3, minus any DEPARTMENT eligible PROJECT costs. The estimated DEPARTMENT PROJECT costs are shown in ARTICLE III, Paragraph 5.

18. To review the COUNTY's as-built plans and to attend the COUNTY final inspection of the PROJECT.

19. To reimburse the COUNTY upon receipt of an invoice for ninety-five percent (95%) of eligible PROJECT costs based on supporting documentation minus any DEPARTMENT eligible PROJECT costs. Total reimbursement shall not exceed the total obligated amount, as established in ARTICLE I, Paragraph 3, minus any DEPARTMENT eligible PROJECT costs. The estimated DEPARTMENT PROJECT costs are shown in ARTICLE III, Paragraph 5. Eligible PROJECT costs are those costs as defined in the applicable Federal Office of Management and Budget (OMB) Circulars, including but not limited to those listed on Attachment B, attached hereto and incorporated herein, and the State Administrative Manual (SAM), incorporated herein by reference. The SAM may be obtained from <http://budget.nv.gov/MainDocuments/>.

ARTICLE II - COUNTY AGREES:

1. To perform or have performed by consultant forces: (a) the design of the PROJECT (including the development of plans, specifications, and estimates); (b) the completion of the NEPA documentation in conformance with 23 CFR Part 771; (c) the acquisition of environmental permits and clearances; (d) coordinate utility relocations; and (f) the advertisement, award and construction management of the PROJECT, as outlined in Attachment A, in accordance with Federal, State, and local laws, regulations, ordinances, and policies, including but not limited to those listed in the FHWA "Contract Administration Core Curriculum Participant's Manual and Reference Guide" at <http://www.fhwa.dot.gov/programadmin/contracts/coretoc.cfm>, incorporated herein by reference. The PROJECT shall be designed and constructed in accordance with COUNTY standards. The PROJECT shall be operated and maintained in accordance with applicable Federal, State, and local laws, regulations, ordinances, and policies.

2. To provide the design for the PROJECT at no cost to the PROJECT.

3. To require those utility companies having franchise agreements with the COUNTY, when permitted under the terms of the franchise agreement, to relocate their facilities if necessary or otherwise accommodate the PROJECT at no cost to the PROJECT,

DEPARTMENT or the COUNTY.

4. To coordinate and provide a liaison for the relocation or adjustment of utilities in accordance with applicable State and Federal regulations, including but not limited to NAC Chapter 408 and 23 CFR Part 645.

5. To ensure that any utility relocations are in compliance with ADA requirements.

6. To invite the DEPARTMENT to PROJECT meetings, including but not limited to field reviews, review meetings, and the pre-construction conference.

7. To submit to the DEPARTMENT for review and approval preliminary plans at sixty percent (60%), ninety percent (90%), and one hundred percent (100%) design phases. The ninety percent (90%) and one hundred percent (100%) submittals shall include the PROJECT specifications, cost estimate, and bid documents, which must include the provisions listed in Attachment C "Required Documents in Bid Packets of Projects," attached hereto and incorporated herein.

8. To obtain an occupancy permit from the DEPARTMENT, at no cost to the COUNTY, allowing the COUNTY to occupy the DEPARTMENT's right-of-way for the purpose of constructing and maintaining the PROJECT prior to advertising the PROJECT.

9. To follow the terms and conditions of the occupancy permit issued by the DEPARTMENT so long as the terms and conditions are consistent with the terms and conditions contained herein and to incorporate those terms and conditions into the contract bid documents. In the event of any inconsistencies and/or conflict in the terms and conditions, those in this Agreement shall take precedence.

10. To obtain the DEPARTMENT's approval for all exceptions to DEPARTMENT and AASHTO design standards.

11. To provide the DEPARTMENT a written certification, accompanied by supporting documentation, evidencing that: (a) the proposed improvements will be constructed on property owned or authorized to be used by the COUNTY; (b) any right-of-way acquired for the PROJECT has been obtained in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970, as amended; and (c) any utility relocations and /or adjustments were completed in accordance with federal and state regulations. The COUNTY shall submit the certification to the DEPARTMENT concurrent with its provision of the ninety percent (90%) submittal.

12. To proceed with the PROJECT advertisement only after receiving a written "Notice to Proceed" from the DEPARTMENT.

13. To submit to the DEPARTMENT three (3) final sets of plans, specifications, estimates, and bid documents for the DEPARTMENT's use.

14. To perform the contract administration of the construction contract by providing appropriate personnel to: (a) observe, review, inspect, and perform materials testing; (b) be in responsible charge of the construction; (c) be capable of answering any question that may arise in relation to the contract plan and specifications during construction; (d) be responsible for ensuring that all applicable NEPA environmental permits and clearances requirements for

monitoring and mitigation during construction of the PROJECT are being met; and (e) to report to the DEPARTMENT's Resident Engineer on administration of the contract, compliance with Federal requirements, and the contractor's acceptable fulfillment of the contract.

15. To submit to the DEPARTMENT for review and approval any addenda, supplementals and change orders and to obtain written DEPARTMENT approval for any addenda, supplementals, and change orders prior to incorporating them into the PROJECT.

16. To allow the DEPARTMENT and its designated representatives to monitor all work associated with the PROJECT during construction.

17. To incorporate all required DBE goals and/or training hours into the contract for the PROJECT as well as all applicable Federal and State required provisions and terms regarding the DBE goals.

18. To submit to the DEPARTMENT the DBE information submitted by bidders on the PROJECT to show their compliance with 49 CFR Part 26 and to provide any supporting documentation required to clarify the DBE information provided for review by the DEPARTMENT prior to making a determination of the lowest responsive and responsible bidder.

19. To monitor the consultant and/or contractor on the PROJECT to ensure that DBE goals and/or training hours are being met in accordance with all applicable Federal and State laws, including but not limited to 49 CFR Part 26, and to make available to the DEPARTMENT all necessary documents to support compliance with the DBE standards.

20. To perform PROJECT documentation and quality control during contract administration according to the COUNTY's established procedures, as approved by the DEPARTMENT. If the COUNTY does not have DEPARTMENT-approved procedures, it must then follow the procedures contained in the DEPARTMENT's "Documentation Manual" and "Construction Manual," incorporated herein by reference. The manuals may be obtained from the DEPARTMENT's Administrative Services Division.

21. To provide to the DEPARTMENT all reporting and project documentation, as necessary for financial management, required by applicable Federal requirements and any future Federal reporting requirements and to comply with the Federal Funding Accountability and Transparency Act and implementing regulations at 2 CFR Part 170, including Appendix A available at <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf>.

22. As work progresses on the PROJECT, the COUNTY shall provide the DEPARTMENT with monthly invoices for payment of the PROJECT costs. The final invoice must be submitted within 90 calendar days of completion of the PROJECT. The invoice shall be based upon and accompanied by auditable supporting documentation. Total reimbursement shall not exceed the total obligated amount, as established in Article I, Paragraph 3, less any DEPARTMENT eligible PROJECT costs. The estimated DEPARTMENT PROJECT costs are shown in Article III, Paragraph 5. Invoices for the preliminary engineering and right-of-way phases shall be forwarded to the DEPARTMENT's Local Public Agency Coordinator for payment processing. Invoices for the construction phase including the final invoice shall be forwarded to the DEPARTMENT's Resident Engineer for review. The DEPARTMENT's Resident Engineer shall forward the invoice to the DEPARTMENT's Local Public Agency Coordinator for payment processing. Eligible PROJECT costs are those costs as defined in

the applicable Federal OMB Circulars, including but not limited to those listed on Attachment B attached hereto and incorporated herein, and the SAM.

23. To be responsible for the five percent (5%) match of Federal funds in an amount not to exceed Ten Thousand Five Hundred Twenty-Six and No/100 Dollars (\$10,526.00) and for one hundred percent (100%) of all costs exceeding the obligated Federal funds subject to the COUNTY's budgeted appropriations and the allocation of sufficient funds by the governing body of the COUNTY. The COUNTY agrees the DEPARTMENT and the State of Nevada are not responsible for any costs exceeding the obligated Federal funds.

24. To accept maintenance responsibilities for the improvements consisting of curb, gutter, sidewalk, and drainage improvements constructed as part of the PROJECT upon its completion and the DEPARTMENT's final written acceptance of the PROJECT. The level of maintenance effort shall be commensurate with the COUNTY's overall maintenance budget allocated by the COUNTY's governing body.

25. To complete and sign Attachment D – "Affidavit Required Under Section 112(c) of Title 23 United States Code, Act of August 27, 1958 and Part 29 of Title 49, Code of Federal Regulations, November 17, 1987" and Attachment E – "Certification Required by Section 1352 of Title 31, United States Code, Restrictions of Lobbying Using Appropriated Federal Funds," "Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities," and "Disclosure of Lobbying Activities" attached hereto and incorporated herein.

ARTICLE III - IT IS MUTUALLY AGREED:

1. The term of this Agreement shall be from the date first written above through and including December 31, 2016, or until the construction of all improvements contemplated herein has been completed and accepted by the DEPARTMENT, whichever occurs first, save and except the responsibility for maintenance as specified herein.

2. Costs associated with this Agreement will be administered in accordance with the cost principles contained in 2 CFR Part 225 and other guidance including but not limited to those listed in Attachment B. Indirect costs are not eligible for reimbursement unless the COUNTY's indirect rate is approved by the cognizant federal agency and that approval is provided to the DEPARTMENT. Fringe benefit rates must be approved by the DEPARTMENT on an annual basis to be eligible for reimbursement.

3. The description of the PROJECT may be changed in accordance with Federal requirements and by mutual written consent of the parties.

4. Each party agrees to complete a joint final inspection prior to final acceptance of the work by the DEPARTMENT.

5. The following is a summary of total estimated PROJECT costs and available funds:

Total Estimated PROJECT Costs:

DEPARTMENT Preliminary Engineering Costs:	\$ 5,000.00
DEPARTMENT Construction Engineering Costs:	\$ 5,000.00
COUNTY Construction Engineering Costs:	\$ 18,823.00

Construction Costs	<u>\$ 181,703.00</u>
<u>Total estimated PROJECT costs:</u>	\$ 210,526.00
Available funding sources:	
Federal TAP Funds:	\$ 200,000.00
COUNTY Match Funds:	<u>\$ 10,526.00</u>
<u>Total PROJECT Funding:</u>	\$ 210,526.00
Additional COUNTY Funds not part of this AGREEMENT: \$ 194,754.00	

6. The COUNTY may not incur any reimbursable PROJECT COSTS until this Agreement is executed by both parties, and the DEPARTMENT has issued a written "Notice to Proceed."

7. The TOTAL PROJECT COSTS shall be determined by adding the total direct costs incurred by the DEPARTMENT for preliminary engineering and by the DEPARTMENT and the COUNTY for completing the NEPA process and acquiring environmental permits and clearances, right-of-way engineering, right-of-way acquisition, the relocation of utilities, construction engineering, and construction costs. The COUNTY match will be calculated using the applicable percentage of the total PROJECT costs eligible for Federal funding. Subject to budgeted appropriations and the allocation of sufficient funds by the governing body of the COUNTY prior to entering into this Agreement, the COUNTY is responsible for one hundred percent (100%) of all costs not eligible for Federal funding. The COUNTY agrees the DEPARTMENT and the State of Nevada are not responsible for any of those costs. Eligible PROJECT costs are those costs as defined in the applicable Federal OMB Circulars, including but not limited to those listed on Attachment B.

8. All right-of-way for the PROJECT is in place and no utility facilities, having prior rights or franchise agreements that require the COUNTY to pay for any relocation, will require relocation to accommodate the PROJECT. If it is subsequently determined that this is inaccurate, a written amendment to this Agreement designating the party having financial responsibility for such costs shall be required.

9. An alteration requested by either party which substantially changes the services provided for by the expressed intent of this Agreement shall be considered extra work and shall be specified in a written amendment which will set forth the nature and scope thereof. The method of payment for extra work shall be specified at the time the amendment is written.

10. The COUNTY's total estimated PROJECT costs may not be an accurate reflection of the final cost. The final costs may vary widely depending on the Contractor's bid prices. The parties acknowledge and agree that the total estimated PROJECT costs set forth herein are only estimates and that in no event shall the DEPARTMENT or federal funding portion exceed the total obligated amount, as established in Article I, Paragraph 3.

11. Plans, specifications, and estimates shall be reviewed by the DEPARTMENT for conformity with the Agreement terms. The COUNTY acknowledges that review by the DEPARTMENT does not include detailed review or checking of major components and related details or the accuracy and sufficiency of such deliverables.

12. This Agreement may be terminated by mutual consent of both parties without cause. The parties expressly agree that this Agreement shall be terminated upon written notification if for any reason Federal and/or State and/or COUNTY funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

13. Should this Agreement be terminated by the COUNTY for any reason prior to the completion of the PROJECT, or the Agreement is terminated by the DEPARTMENT due to the COUNTY's failure to perform, the COUNTY shall reimburse the DEPARTMENT for any payments made to the COUNTY and any PROJECT COSTS incurred by the DEPARTMENT.

14. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile or electronic mail with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth below:

FOR DEPARTMENT: Rudy Malfabon, P.E., Director
Attn: Tonia R. Andree, P.E.
Local Public Agency Coordinator
Nevada Department of Transportation
Roadway Design
1263 South Stewart Street
Carson City, Nevada 89712
Phone: (775) 888-7988
Fax: (775) 888-7401
E - mail address: tandree@dot.state.nv.us

FOR COUNTY: David Solaro, Arch., P.E.
Attn: Clara Lawson, P.E., PTOE
Washoe County Community Services
P.O. Box 11130
1001 E. Ninth Street
Reno, NV 89512
Phone: (775) 328-3603
Fax: (775) 328-3699
E - mail: clawson@washoecounty.us

15. Up to the limitation of law, including, but not limited to, NRS Chapter 41 liability limitations, each party shall be responsible for all liability, claims, actions, damages, losses, and expenses, caused by the negligence, errors, omissions, recklessness or intentional misconduct of its own officers and employees.

16. The parties do not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Agreement liability of both parties shall not be subject to punitive damages. Actual damages for any DEPARTMENT or COUNTY breach shall never exceed the amount of funds which have been appropriated for payment under this Agreement, but not yet paid, for the fiscal year budget in existence at the time of the breach.

17. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent

to the exclusive jurisdiction of the Nevada state district courts for enforcement of this Agreement.

18. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement, and this Agreement shall be construed as if such provision did not exist, and the unenforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.

19. Failure to declare a breach or the actual waiver of any particular breach of the Agreement and 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.

20. Except as otherwise expressly provided herein, all property presently owned by either party shall remain in such ownership upon termination of this Agreement, and there shall be no transfer of property between the parties during the course of this Agreement.

21. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create any rights in any person or entity, public or private, a third party beneficiary status hereunder, or to authorize anyone not a party to this Agreement to maintain a suit pursuant to the terms or provisions of this Agreement.

22. Each party agrees to keep and maintain under generally accepted accounting principles full, true, and complete records and documents pertaining to this Agreement and to present, at any reasonable time, such information for inspection, examination, review, audit, and copying at any office where such records and documentation are maintained. Such records and documentation shall be maintained for three (3) years after final payment is made.

23. The parties are associated with each other only for the purposes and to the extent set forth in this Agreement. Each party is and shall be a public agency separate and distinct from the other party and shall have the right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement 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 one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

24. In connection with the performance of work under this Agreement, the parties agree not to discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability, pregnancy, sexual orientation, genetic information (GINA) or gender identity or expression, 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. The parties further agree to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

25. Pursuant to all applicable laws including but not limited to the Civil Rights Act of 1964, the Federal Highway Act of 1973, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Executive Order 12898 (Environmental Justice), and Executive Order 13166 (Limited English Proficiency), the parties shall ensure that no person shall on the

grounds of race, color, national origin, sex, age, and handicap/disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the recipient regardless of whether those programs and activities are federally-funded or not.

26. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other party.

27. The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to engage in the cooperative action set forth herein.

28. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is confidential by law or a common law balancing of interests.

29. Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law.

30. All references herein to federal and state code, law, statutes, regulations and circulars are to them, as amended.

31. This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of each party.

32. This Agreement constitutes the entire agreement of the parties and as such is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Attorney General.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

Washoe County, acting by and through its
COMMUNITY SERVICES DEPARTMENT

State of Nevada, acting by and through its
DEPARTMENT OF TRANSPORTATION

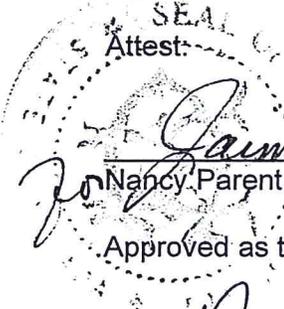

Chair
Washoe County Commission

Director

Approved as to Legality & Form:

Deputy Attorney General

Attest:




Nancy Parent, Washoe County Clerk

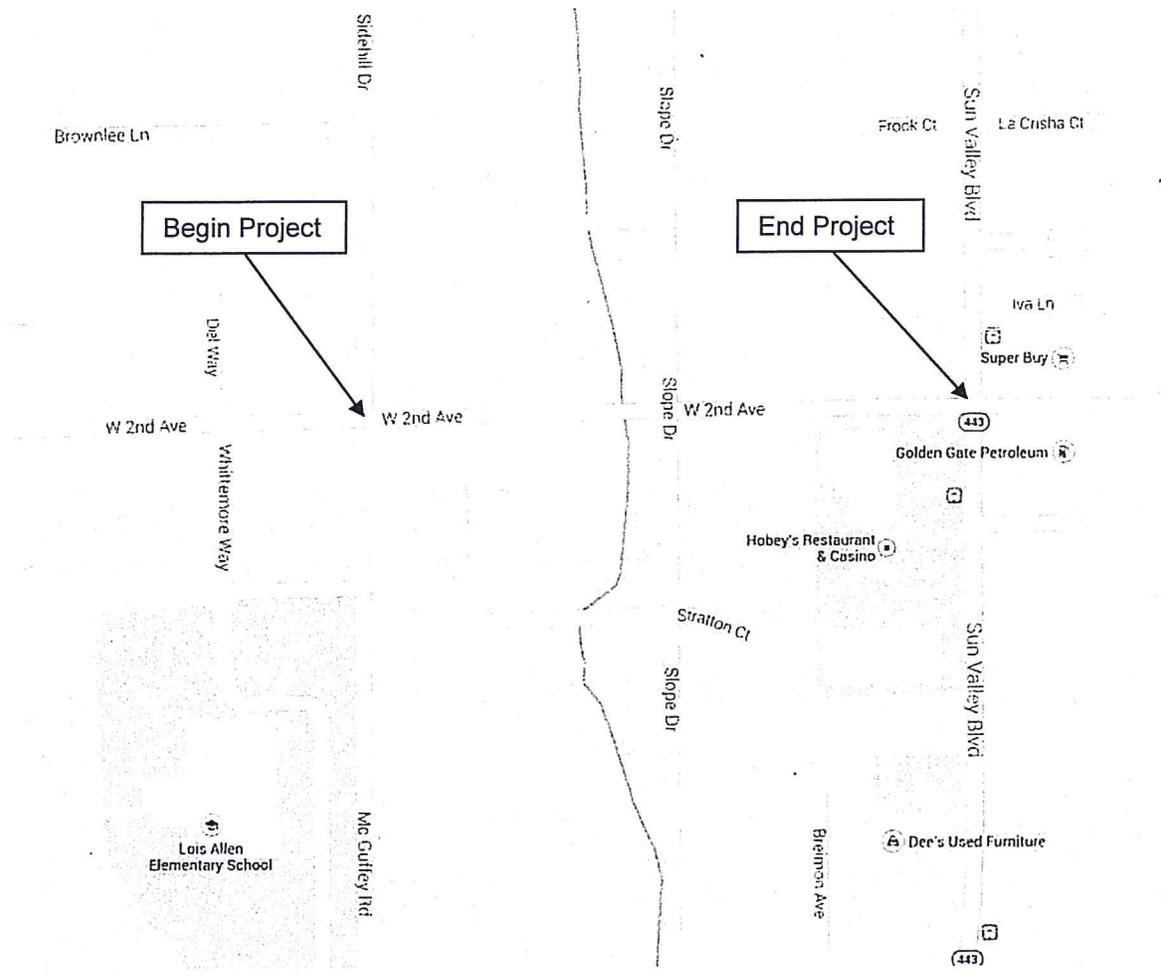
Approved as to Form:


Paul Lipparelli
Assistant District Attorney

Attachment A

SCOPE OF WORK 2ND AVENUE SIDEWALK PROJECT

The project consists of the construction of curb, gutter and sidewalk along with drainage improvements. The limits of the Project are along West 2nd Street from Sidehill Drive to Sun Valley Blvd. as depicted on the attached drawings.



Attachment B

Office of Management and Budget (OMB) Circulars

State and Local Governments

- 2 CFR 225, Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87)
- OMB Circular A-102, Grants and Cooperative Agreements with State and Local Governments; as implemented in 43 CFR 12, Subpart C
- OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations, as implemented in 43 CFR Part 12, Subpart A: Administrative and Audit Requirements and Cost Principles for Assistance Programs

Non-Profit Organizations

- 2 CFR Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122), except recipients listed in Appendix C to Part 230 are subject to Federal Acquisition Regulation (FAR) Subpart 31.2, Contracts with Commercial Organizations (Contract Cost Principles and Procedures)
- OMB Circular A-110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, hospitals, and Other Non-Profit Organizations, as implemented in 2 CFR 215 and 43 CFR Part 12, Subpart F
- OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations, as implemented in 43 CFR Part 12, Subpart A: Administrative and Audit Requirements and Cost Principles for Assistance Programs

Organizations for Profit, Individuals and Others Not Covered Above

- Federal Acquisition Regulation (FAR) Subpart 31.2, Contracts with Commercial Organizations (Contract Cost Principles and Procedures)
- OMB Circular A-110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, hospitals, and Other Non-Profit Organizations, as implemented in 2 CFR 215 and 43 CFR Part 12, Subpart F
- FAR Subpart 42.1, Contract Audit Services; FAR Subpart 42.7, Indirect Cost Rates; FAR Subpart 42.8, Disallowance of Costs

The OMB Circulars can be found on:

<http://www.whitehouse.gov/OMB/circulars/index.html>

Attachment C

REQUIRED DOCUMENTS IN BID PACKETS OF PROJECTS

Federal Wage Rates, as provided by the Labor Commission, are included in all Federal Projects over \$2,000.00 *

The following attached provisions and forms:

Required Contract Provisions Federal-aid Construction Contracts

Additional Contract Provisions Supplement to the weekly Certified Payrolls

Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)

Additional Contract Provisions Specific Equal Employment Opportunity Responsibilities

Additional Contract Provisions Minority Business Enterprise in Federal-aid Highway Construction

Affidavit Required Under Section 112(c)

Certification Required by Section 1352 of Title 31, United States Code (Restrictions of lobbying)

Bidder Disadvantaged Business and Small Business Enterprise (DBE/SBE) Information*

List of Subcontractor and Suppliers Bidding

Bidder Subcontractor Information (exceeding 5%)**

Bidder Subcontractor Information (exceeding 1% or \$50,000.00, whichever is greater)**

Bidder Subcontractor Information (For subcontractors exceeding \$250,000.00)**

*** Contact NDOT's Contract Compliance Division for information (775) 888- 7497**

**** Or local agency equivalent**

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any

purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex,

color, national origin, age or disability. Such action shall include: 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 apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates

the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by

the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the

award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are

exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the

classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either

directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the

journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR

4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not

include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier

Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier

covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

ADDITIONAL CONTRACT PROVISIONS

SUPPLEMENT TO THE WEEKLY CERTIFIED PAYROLLS

In addition to the required payroll data as enumerated in Section V, Part 2 of the Form FHWA-1273, "Required Contract Provisions, Federal-Aid Construction Contracts (Exclusive of Appalachian Contracts)", the Department is requiring that the employers insert, for their employees, an ethnic code and Male/Female identifier on each weekly certified payroll.

For standardization purposes the Department has established the following identification codes:

- #1 Native Americans: Persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians.
- #2 Black Americans: Persons having origins in any of the Black racial groups of Africa.
- #3 Asian-Pacific Americans: Persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific, and the Northern Marianas and/or which includes persons whose origin are from India, Pakistan, and Bangladesh.
- #4 Hispanic Americans: Persons of Spanish or Portuguese ancestry whose culture is rooted in South America, Central America, Mexico, Puerto Rico, Cuba, the Caribbean Islands or the Iberian Peninsula, including Portugal, regardless of race.
- #5 None of These: Persons not otherwise included in the above designations.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION
CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

1. As used in these specifications:
 - a. "Covered Area" means the geographical area described in the "Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)", of these special provisions.
 - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
 - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - d. "Minority" includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Spanish or Portuguese ancestry whose culture is rooted in South America, Central America, Mexico, Puerto Rico, Cuba, the Caribbean Islands or the Iberian Peninsula, including Portugal, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North American and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation

from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the FEDERAL REGISTER in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.
 - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
 - d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the

Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

- m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory affect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
 - n. Ensure that all facilities and company activities are non- segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a Contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's non-compliance.
9. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally, the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirement for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).
16. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the State Department of Transportation and the Federal Highway Administration.
17. Required Reports: Standard Form 257 - a Standard Form 257 will be required monthly, from the prime contractor and all subcontractors working on the project.
18. FHWA 1409 (Federal-Aid Highway Construction Contractors Semiannual report).

(INSTRUCTIONS: This report is to be completed by the Contractor semiannually for each individual employed on this contract (including any subcontracts under it) who has received training during the reporting period under the training special provisions (Attachment 2 FHPM 6-4-1.2). The report is to be submitted by the 20th of the month following the reporting period (July 20 and January 20). The original of this report is to be furnished to the trainee and two copies submitted to the Nevada Department of Transportation.)

19. Required Reports: Form PR-1391 (Federal-Aid Highway Construction Contractors Annual EEO Reports).

This report should be submitted to the Nevada Department of Transportation by each Contractor and covered subcontractor for the month of July. Subcontractors should report contract and employment data pertaining to their subcontract work only. The staffing figures to be reported under employment data should represent the project work force on board in whole or in part for the last payroll period preceding the end of the month.

The staffing figures to be reported in Table A should include journey-level men and women, apprentices, and on-the-job trainees. Staffing figures to be reported in Tables B and C should only include apprentices and on-the-job trainees as indicated.

ADDITIONAL CONTRACT PROVISIONS
SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES

1. General

- a. Equal employment opportunity requirements not to discriminate and to take affirmative action to assure equal employment opportunity as required by Executive Order 11246 and Executive Order 11375 are set forth in Required Contract Provisions (Form FHWA-1273 or 1316, as appropriate) and these Special Provisions which are imposed pursuant to Section 140 of Title 23, USC, as established by Section 22 of the Federal-Aid Highway Act of 1968. The requirements set forth in these Special Provisions shall constitute the specific affirmative action requirements for project activities under this contract and supplement the equal employment opportunity requirements set forth in the Required Contract Provisions.
- b. The contractor will work with the Nevada Department of Transportation and the Federal Government in carrying out equal employment opportunity obligations and in their review of his/her activities under the contract.
- c. The contractor and all his/her subcontractors holding subcontracts not including material suppliers, of \$10,000 or more, will comply with the following minimum specific requirement activities of equal employment opportunity: (The equal employment opportunity requirements of Executive Order 11246, as set forth in Volume 6, Chapter 4, Section 1, Subsection 1 of the Federal-Aid Highway Program Manual, are applicable to material suppliers as well as contractors and subcontractors.) The contractor will include these requirements in every subcontract of \$10,000 or more with such modification of language as is necessary to make them binding on the subcontractor.

2. Equal Employment Opportunity Policy

The Contractor will accept as his operating policy the following statement which is designed to further the provision of equal employment opportunity to all persons without regard to their race, color, religion, sex, or national origin, and to promote the full realization of equal employment opportunity through a positive continuing program:

It is the policy of this company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, or national origin. Such action shall include: 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 apprenticeship, preapprenticeship, and/or on-the-job training.

3. Equal Employment Opportunity Officer

The Contractor will designate and make known to the Nevada Department of Transportation contracting officers an equal employment opportunity officer (hereinafter referred to as the EEO Officer) who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of equal employment opportunity and who must be assigned adequate authority and responsibility to do so.

4. Dissemination of Policy

- a. All members of the Contractor's staff who are authorized to hire, supervise, promote, and discharge employees or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the Contractor's equal employment opportunity policy and contractual responsibilities to provide equal employment opportunity in each grade and classification of employment. To insure that the above agreement will be met, the following actions will be taken as a minimum:
 - (1) Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the Contractor's equal employment opportunity policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.
 - (2) All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer or other knowledgeable company official covering all major aspects of the Contractor's equal employment opportunity obligations within thirty days following their reporting for duty with the Contractor.
 - (3) All personnel who are engaged in directed recruitment for the project will be instructed by the EEO Officer or appropriate company official in the Contractor's procedures for locating and hiring minority group employees.
- b. In order to make the Contractor's equal employment opportunity policy known to all employees, prospective employees and potential sources of employees, i.e., schools, employment agencies, labor unions (where appropriate), college placement officers, etc., the Contractor will take the following actions:
 - (1) Notices and posters setting forth the Contractor's equal employment opportunity policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
 - (2) The Contractor's equal employment opportunity policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

5. Recruitment

- a. When advertising for employees, the Contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer". All such advertisements will be published in newspapers or other publications, having a large circulation among minority groups in the area from which the project work force would normally be derived.
- b. The Contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants, including, but not limited to, State employment agencies, schools, colleges and minority group organizations. To meet this requirement, the Contractor will, through this EEO Officer, identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the Contractor for employment consideration.

In the event the Contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the Contractor's compliance with equal employment opportunity contract provisions. (The U. S. Department of Labor has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the Contractor to do the same, such implementation violates Executive Order 11246, as amended.)

- c. The Contractor will encourage his present employees to refer minority group applicants for employment by posting appropriate notices or bulletins in areas accessible to all such employees. In addition, information and procedures with regard to referring minority group applicants will be discussed with employees.

6. Personnel Actions

Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, or national origin. The following procedures shall be followed:

- a. The Contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b. The Contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c. The Contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the Contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The Contractor will promptly investigate all complaints of alleged discrimination made to the Contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the Contractor will inform every complainant of all his avenues of appeal.

7. Training and Promotion

- a. The Contractor will assist in locating, qualifying and increasing the skills of minority group and women employees, and applicants for employment.
- b. Consistent with the Contractor's work force requirements and as permissible under Federal and State regulations, the Contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event the Training Special Provision is provided under this contract, this subparagraph will be superseded as indicated in said Training Special Provisions.

- c. The Contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The Contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

8. Unions

If the Contractor relies in whole or in part upon unions as a source of employees, the Contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the Contractor either directly or through a Contractor's association acting as agent will include the procedures set forth below:

- a. The Contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
- b. The Contractor will use best efforts to incorporate an equal employment opportunity clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, or national origin.
- c. The Contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the Contractor, the Contractor shall so certify to the Nevada Department of Transportation and shall set forth what efforts have been made to obtain such information.
- d. In the event the union is unable to provide the Contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the Contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, or national origin, making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The U.S. Department of Labor has held that it shall be no excuse that the union with which the Contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the Contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such Contractor shall immediately notify the Nevada Department of Transportation.

9. Subcontracting

- a. The Contractor will use his best efforts to solicit bids from and to utilize Disadvantaged Business firms (minority and women-owned businesses) as subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of Disadvantaged Business Enterprise firms from the Contract Compliance Office of the Nevada Department of Transportation.

- b. The Contractor will use his best efforts to ensure subcontractor compliance with their equal employment opportunity obligations.

10. Records and Reports

- a. The Contractor will keep such records as are necessary to determine compliance with the Contractor's equal employment opportunity obligations. The records kept by the Contractor will be designed to indicate.
 - (1) The number of minority and non-minority group members and women in each work classification on the project.
 - (2) The progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women (applicable only to Contractors who rely in whole or in part on unions as a source of their work force),
 - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees and,
 - (4) The progress and efforts being made in securing the services of minority group subcontractors or subcontractors with meaningful minority and female representation among their employees.
- b. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the Nevada Department of Transportation and the Federal Highway Administration.

ADDITIONAL CONTRACT PROVISIONS
DISADVANTAGED BUSINESS ENTERPRISE
IN FEDERAL-AID HIGHWAY CONSTRUCTION

DISADVANTAGED BUSINESS ENTERPRISE. This project is subject to Part 26, TITLE 49, Code of Federal Regulations entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Programs."

Policy. It is the policy of the Department of Transportation that disadvantaged business enterprises as defined in 49 CFR Part 26.5 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently the DBE requirements of 49 CFR Part 26 apply to this agreement.

Obligation. (i) The recipient or its contractor agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or part with Federal funds provided under this agreement. In this regard all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprise have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, sex or handicap in the award and performance of NDOT assisted contracts.

I. BIDDERS DBE AFFIRMATIVE ACTION REQUIREMENTS

- A. A bidder who intends to subcontract a portion of the work shall certify that affirmative action has been taken to seek out and consider disadvantaged business enterprises and women owned businesses as potential subcontractors.
- B. Affirmative action shall consist of seeking out disadvantaged business enterprises and women owned businesses that are potential subcontractors and actively soliciting their interest, capability and prices and documenting such action.
- C. "Socially and economically disadvantaged individual" means any person who is a citizen or lawful permanent resident of the United States and who is;
 - (a) Black (a person having origins in any of the black racial groups of Africa);
 - (b) Hispanic (a person of Spanish or Portuguese culture with origins in Mexico, South or Central America, or the Carribean Islands, regardless of race);
 - (c) Asian American (a person having origins in any of the original peoples of the Far East. Southeast Asia, the Indian subcontinent, or the Pacific Islands);
 - (d) American Indian and Alaskan Native (a person having origins in any of the original peoples of North America); or
 - (e) A woman
- D. Bidders shall be fully informed respecting the requirements of the Regulations; particular attention is directed to the following matters:
 - (a) A Disadvantaged Business Enterprise (DBE) must be a small business concern as defined pursuant to Section 3 of a U.S. Small Business Act; and 49 CFR Part 26.5

- (b) "Disadvantaged Business" means a small business concern: (a) which is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

E. The Contractor shall designate and make known to the Engineer a liaison officer to administer the Contractor's disadvantaged business enterprise program.

AFFIDAVIT REQUIRED UNDER SECTION 112(c)
of Title 23 United States Code, Act of August 27, 1958
and
Part 29 of Title 49, Code of Federal Regulations,
November 17, 1987.

STATE OF _____ }
COUNTY OF _____ } SS

I, _____ (Name of party signing this
affidavit and the Proposal Form) _____ (title).

being duly sworn do depose and say: That _____

(name of person, firm, association, or corporation) has not, either directly or indirectly, entered into agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; and further that, except as noted below to the best of knowledge, the above named and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency:

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(Insert Exceptions, attach additional sheets)

The above exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility and whether or not the Department will enter into contract with the party. For any exception noted, indicate on an attached sheet to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions. The failure to furnish this affidavit and required exceptions if any shall disqualify the party.

Signature

Title

Sworn to before me this _____ day of _____, 20 _____

Signature

Notary Public, Judge or

(SEAL)
other Official

CERTIFICATION REQUIRED BY SECTION 1352 OF TITLE 31, UNITED STATES CODE
RESTRICTIONS OF LOBBYING USING APPROPRIATED FEDERAL FUNDS

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriate funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Name (please type or print)

Signature

Title

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity in and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, first Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

BIDDER SUBCONTRACTOR INFORMATION

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

Contract No.: _____ Contractor: _____

Project No(s): _____ Address: _____

Bid Amount \$ _____

This information must be submitted by the three (3) lowest bidders no later than 2 hours after the bid opening time. The bidder shall enter "NONE" under "SUBCONTRACTOR NAME" if not using subcontractors exceeding 1% of the bid amount.

SUBCONTRACTOR NAME AND ADDRESS	SUBCONTRACTOR PHONE NO.	PROPOSAL ITEM NO(S)* (7 DIGIT #)	NEVADA CONTRACTOR LICENSE # (IF APPLICABLE)	LICENSE LIMIT (IF APPLICABLE)	DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED

* Please list all items (attach a separate sheet if necessary). Do not enter "multiple" or "various." _____ Contractor's Signature _____ Date _____

Telephone No. _____

Attachment D

AFFIDAVIT REQUIRED UNDER SECTION 112(c) of Title 23 United States Code, Act of August 27, 1958 and Part 29 of Title 49, Code of Federal Regulations, November 17, 1987.

STATE OF _____ } COUNTY OF _____ }

SS

I, _____ (Name of party signing this affidavit and the Proposal Form) _____ (title).

being duly sworn do depose and say: That _____

(name of person, firm, association, or corporation) has not, either directly or indirectly, entered into agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; and further that, except as noted below to the best of knowledge, the above named and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(Insert Exceptions, attach additional sheets)

The above exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility and whether or not the Department will enter into contract with the party. For any exception noted, indicate on an attached sheet to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions. The failure to furnish this affidavit and required exceptions if any shall disqualify the party.

Maisha Beckwith Signature Chair

Sworn to before me this 14th day of April, 2015

Nancy L. Parent Signature Notary Public Notary Public, Judge or other Official



Attachment E

**CERTIFICATION REQUIRED BY SECTION 1352 OF TITLE 31, UNITED STATES CODE
RESTRICTIONS OF LOBBYING USING APPROPRIATED FEDERAL FUNDS**

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriate funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Marsha Beck Bigler
Name (please type or print)

Marsha Beck Bigler
Signature

Chair
Title

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity in and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to subcontracts, sub-grants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub-awardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, first Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

