



CITY OF ELKO
 CITY MANAGER
 1751 COLLEGE AVENUE
 ELKO, NEVADA 89801
 (775) 777-7110/FAX (775) 777-7119

The Elko City Council will meet in regular session on Tuesday, October 8, 2019

Elko City Hall, 1751 College Avenue, Elko, NV 89801, at 4:00 P.M., P.D.S.T.

Attached with this notice is the agenda for said meeting of the Council.

In accordance with NRS 241.020, the public notice and agenda was posted on the City of Elko

Website, <http://www.elkocitynv.gov/>, the State of Nevada's Public Notice Website,

<https://notice.nv.gov/>, and in the following locations:

ELKO CITY HALL

1751 College Avenue, Elko, NV 89801

Date: Time Posted: Thursday, October 3, 2019 at 8:30 a.m.

ELKO COUNTY COURTHOUSE

571 Idaho Street, Elko, NV 89801

Date/Time Posted: Thursday, October 3, 2019 at 8:40 a.m.

ELKO POLICE DEPARTMENT

1448 Silver, Elko NV 89801

Date/Time Posted: Thursday, October 3, 2019 at 8:50 a.m.

ELKO COUNTY LIBRARY

720 Court Street, Elko, NV 89801

Date/Time Posted: Thursday, October 3, 2019 at 9:00 a.m.

| | | |
|---------------------------------|---------------------------------|----------------------|
| Posted by: <u>Kim Wilkinson</u> | <u>Administrative Assistant</u> | <i>Kim Wilkinson</i> |
| Name | Title | Signature |

The public may contact Curtis Calder by phone at (775)777-7110 or email at ccalder@elkocitynv.gov to request supporting material for the meeting described herein. The agenda and supporting material is available at Elko City Hall, 1751 College Avenue, Elko, NV or on the City website at <http://www.elkocity.com>

Dated this 3rd day of October, 2019

NOTICE TO PERSONS WITH DISABILITIES

Members of the public who are disabled and require special accommodations or assistance at the meeting are requested to notify the Elko City Council, 1751 College Avenue, Elko, Nevada 89801, or by calling (775) 777-7110.

Curtis Calder

 Curtis Calder, City Manager
 Elko, Nevada

CITY OF ELKO
CITY COUNCIL AGENDA
REGULAR MEETING
4:00 P.M., P.D.S.T., TUESDAY, OCTOBER 8, 2019
ELKO CITY HALL, 1751 COLLEGE AVENUE, ELKO, NEVADA

CALL TO ORDER

The Agenda for this meeting of the City of Elko City Council has been properly posted for this date and time in accordance with NRS requirements.

ROLL CALL

PLEDGE OF ALLEGIANCE

COMMENTS BY THE GENERAL PUBLIC

Pursuant to N.R.S. 241, this time is devoted to comments by the public, if any, and discussion of those comments. No action may be taken upon a matter raised under this item on the agenda until the matter itself has been specifically included on a successive agenda and identified as an item for possible action. **ACTION WILL NOT BE TAKEN**

APPROVAL OF MINUTES: September 24, 2019 **Regular Session**

I. PRESENTATIONS

- A. Presentation of an appreciation plaque to Mr. Les Byrns, and matters related thereto. **INFORMATION ONLY –NON ACTION ITEM**

- B. Presentation of a Retirement Plaque to Ryan Limberg, Utilities Director, for his 16+ years of service, and matters related thereto. **INFORMATION ONLY – NON ACTION ITEM**

- C. Presentation of a proclamation in recognition of Fire Prevention Week, and matters related thereto. **INFORMATION ONLY – NON ACTION ITEM**

- D. Presentation of a certificate from the Certified Institute of Fire Engineers to Fire Captain James Johnston, and matters related thereto. **INFORMATION ONLY – NON ACTION ITEM**

II. APPROPRIATIONS

- A. Review and possible approval of Warrants, and matters related thereto. **FOR POSSIBLE ACTION**

- B. Review and possible approval of Print n' Copy Warrants, and matters related thereto. **FOR POSSIBLE ACTION**

- C. Review and possible approval of Ruby Mountain Lock & Safe Warrants, and matters related thereto. **FOR POSSIBLE ACTION**
- D. Review and possible approval of Great Basin Engineering Warrants, and matters related thereto. **FOR POSSIBLE ACTION**
- E. Review, consideration, and possible authorization for Staff to purchase a Brine Boss Ready System, a 90 GPM Transfer station, and a 6,500 gallon Captor Tank and transition fittings from Varitech Industries through Sourcewell Purchasing in the amount of \$38,876.24, and matters related thereto. **FOR POSSIBLE ACTION**

This purchase was budgeted for and approved in the FY 2019/20 Budget. DS

- F. Consideration and possible ratification of Staff's decision to approve additional costs of \$11,507.41, above the previously approved \$100,000 force account for the Sports Complex Construction, and to consider increasing the force account for the Sports Complex Construction up to \$125,000.00, and matters related thereto. **FOR POSSIBLE ACTION**

At their meeting on April 24, 2018, Council authorized the use of a force account for the construction of the Sports Complex in the amount of \$100,000. Two significant recent change orders for electrical issues have increased the total additional expenses for the Sports Complex to \$111,507.41. At the direction of the Assistant City Manager, Staff has approved these change orders to keep the project moving forward, and now asks the City Council to ratify that decision. Additionally, Staff is requesting that the Council consider increasing the force account to \$125,000 to cover any additional minor items that may be discovered as we conclude construction. Currently, the total additional costs for the project are only 1.2% of the original contract amounts. BT

- G. Review, consideration, and possible approval of a request from the Elko Police Department to enter into an agreement with ARC Health & Wellness to perform annual physical fitness exams on all sworn personnel, and matters related thereto. **FOR POSSIBLE ACTION**

Sworn personnel at the Elko Police Department are required to have an annual physical fitness exam per NRS 617.457. ARC Health & Wellness has been the service provider for the Elko Police Department for the past 5 years and is currently a service provider for the State of Nevada Purchasing Division for public safety physical fitness exams. ARC Wellness has proposed a price increase as well as other changes. EPD has the opportunity to participate in the Joinder Provision Agreement with the County of Washoe, Nevada. BR

III. UNFINISHED BUSINESS

- A. Status update on the Public Nuisance complaint regarding 403 Pine Street, and matters related thereto. **INFORMATION ITEM ONLY – NON ACTION ITEM**

Due to a fire at 403 Pine Street, the structure has been inspected and red-tagged by the City Building Department. Since that time, the property owner has done little to mitigate the attractive nuisance, resulting in several complaints from neighbors and calls for service to the City of Elko Police Department. At this time, the City Staff has verified the public nuisance and has reported findings to the City Attorney's office for further action. Additionally, notice has been served to the property owner regarding a public hearing scheduled for October 22, 2019. CC

IV. NEW BUSINESS

- A. Review, consideration, and possible approval of an Interlocal Agreement between the Elko Police Department and the University of Nevada, Reno, University Police Services for operational support, and matters related thereto. **FOR POSSIBLE ACTION**

The Nevada System of Higher Education (NSHE) and the University of Nevada, Reno, University and University Police Services (UNRPD) have public safety oversight for a variety of campuses throughout the State, including Great Basin College main campus in Elko. They are securing interlocal agreements for operational support with various City and County law enforcement agencies statewide. The attached Interlocal Agreement provides a variety of operational support between the EPD and UNRPD. There is no financial commitment. This agreement is effective for one year with the potential for four renewals not to exceed five years total. BR

- B. Review, consideration, and possible approval of the First Addendum to the School Resource Officer Cooperative Agreement between the Elko County School District, the County of Elko, and the City of Elko, and matters related thereto. **FOR POSSIBLE ACTION**

The original Cooperative Agreement was entered into by all three parties in January 2015, and the Program has been very successful. The Elko County School District was recently awarded a State grant providing 100% funding of salary and benefits for one additional City SRO and one additional County SRO. The grant is effective January 1, 2020, for fiscal years 2020 and 2021. All parties have met, conferred, and agreed to the conditions set forth in the First Addendum to the Cooperative Agreement. BR

- C. Review, consideration, and possible approval of the revised Humanitarian Campground Rules, and matters related thereto. **FOR POSSIBLE ACTION**

The Humanitarian Campground Rules require revision to reflect the potential hazard created with improperly installed wood stoves in tents not designed for that purpose and address items that may be stored outside of tents. CC

V. RESOLUTIONS AND ORDINANCES

- A. First reading of Ordinance No. 845, an amendment to the City Zoning Ordinance, specifically an amendment to Title 3, Chapter 4, Section 1 of the Elko City Code entitled "Planning Commission", and matters related thereto. **FOR POSSIBLE ACTION**

This change will bring the Elko City Code into conformance with NRS 278.040, which was revised in 1985. Planning Commission took action at their October 1, 2019 meeting to recommend to City Council to adopt Ordinance No. 845. CL

- B. Review, consideration, and possible approval of Resolution 7-19, a Resolution establishing routes and uses of off highway vehicles. **FOR POSSIBLE ACTION**

This resolution is declaring all of the roads and highways within the City of Elko are designated as permissible for the operation of off highway vehicles for the limited purpose of allowing off highway vehicles to travel to one or more designated routes or trail connectors. The resolution specifies the exceptions to the designation. KW

VI. 5:30 P.M. PUBLIC HEARINGS

- A. Second Reading and possible adoption of Ordinance No. 844, an Ordinance deleting Title 7 Chapter 6 entitled "Recreational Vehicles" and creating Title 7, Chapter 6 entitled "Off-Highway Vehicles" and establishing rules for operation of off-highway vehicles within the municipal boundaries of the City of Elko, where off-highway vehicle use is authorized and forbidden, establishing the penalties for violations, and matters related thereto. **FOR POSSIBLE ACTION**

City Council initiated this ordinance on August 28, 2018, and directed Staff to form a workgroup consisting of City Staff and interested members of the public. The work group met several times. A public hearing was held on January 24, 2019 to garner further public input. First reading was held on September 10, 2019. KW

VII. REPORTS

- A. Mayor and City Council
- B. City Manager – Nevada League of Cities Conference; Annual Audit; e-mail outage
- C. Assistant City Manager
- D. Utilities Director
- E. Public Works
- F. Airport Manager – AIP 50 Pavement Maintenance Project
- G. City Attorney
- H. Fire Chief
- I. Police Chief
- J. City Clerk
- K. City Planner

- L. Development Manager
- M. Parks and Recreation Director – Sports Complex
- N. Civil Engineer
- O. Building Official

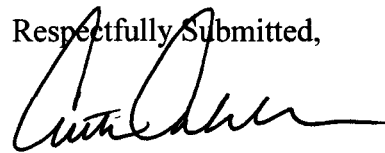
COMMENTS BY THE GENERAL PUBLIC

Pursuant to N.R.S. 241, this time is devoted to comments by the public, if any, and discussion of those comments. No action may be taken upon a matter raised under this item on the agenda until the matter itself has been specifically included on a successive agenda and identified as an item for possible action. **ACTION WILL NOT BE TAKEN**

NOTE: The Mayor, Mayor Pro Tempore, or other Presiding Officer of the City Council reserves the right to change the order of the agenda, and if the agenda has not been completed, to recess the meeting and continue on another specified date and time. Additionally, the City Council reserves the right to combine two or more agenda items, and/or remove an item from the agenda, or delay discussion relating to an item on the agenda at any time.

ADJOURNMENT

Respectfully Submitted,



Curtis Calder
City Manager

City of Elko)
County of Elko)
State of Nevada)

SS September 24, 2019

The City Council of the City of Elko, State of Nevada met for a regular meeting beginning at 4:00 p.m., Tuesday, September 24, 2019.

This meeting was called to order by Mayor Pro Tempore Robert Schmidlein.

CALL TO ORDER

ROLL CALL

Council Present: Councilwoman Mandy Simons
Councilman Robert Schmidlein
Councilman Bill Hance

Council Absent: Mayor Reece Keener
Councilman Chip Stone

City Staff Present: Scott Wilkinson, Assistant City Manager
Michele Rambo, Development Manager
Jeff Ford, Building Official
Bob Thibault, Civil Engineer
Candi Quilici, Accounting Manager
Dennis Strickland, Public Works Director
Cathy Laughlin, City Planner
Jim Foster, Airport Manager
Shane Fertig, Landfill Superintendent
Justin Alanis, Facilities Superintendent
Dale Johnson, Water Superintendent
Susie Shurtz, Human Resources Manager
Matt Griego, Fire Chief
Jack Snyder, Deputy Fire Chief
John Holmes, Fire Marshal
Ben Reed Jr., Police Chief
Ty Trouten, Police Captain
Dave Stanton, City Attorney
Diann Byington, Recording Secretary

PLEDGE OF ALLEGIANCE

COMMENTS BY THE GENERAL PUBLIC

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item on the agenda until the matter itself has been specifically included on a successive agenda and identified as an item for possible action. **ACTION WILL NOT BE TAKEN**

There were no public comments.

I. PERSONNEL

A. Employee Introductions:

- 1) Shane Fertig, Landfill Superintendent, Public Works

Present and introduced.

- 2) Justin Alanis, Facilities Superintendent, Public Works

Present and introduced.

APPROVAL OF MINUTES: September 10, 2019 **Regular Session**

The minutes were approved by general consent.

II. APPROPRIATIONS

- B. Review, consideration and possible final acceptance of the Public Works Department Preventive Maintenance Project 2019 to apply Micro Slurry Seal to select City streets, and matters related thereto. **FOR POSSIBLE ACTION**

At their June 11, 2019, meeting, the City Council awarded the bid for the Preventive Maintenance Project 2019 to Sierra Nevada Construction in the amount of \$404,007.00. As allowed in the contract, the City of Elko increased the amount of work by 52,083.30 square yards. Sierra Nevada Construction has satisfactorily completed the work. DS

Dennis Strickland, Public Works Director, handed out the signed off payment request from Sierra Nevada Construction (Exhibit "A"). He stated that everything appears to be in order and he recommended final acceptance.

**** A motion was made by Councilman Hance, seconded by Councilwoman Simons, to approve Final Acceptance of the Preventative Maintenance Project 2019, to Sierra Nevada Construction, in the amount of \$493,802.28.**

The motion passed unanimously. (3-0)

- C. Review, discussion, and possible approval for the Fire Department Interagency Cooperative Agreement with the Bureau of Land Management, and matters related thereto. **FOR POSSIBLE ACTION**

The City of Elko Fire Department is seeking approval of the Interagency Cooperative Agreement between the City of Elko Fire Department and the Bureau of Land Management. This agreement would last for a term of 5 years and both parties have accepted the agreement as written. JS

Jack Snyder, Deputy Fire Chief, explained the agreement and recommended approval.

**** A motion was made by Councilwoman Simons, seconded by Councilman Hance, to approve the Interagency Cooperative Agreement between the City of Elko Fire Department and the Bureau of Land Management.**

The motion passed unanimously. (3-0)

III. UNFINISHED BUSINESS

- A. Status update on the Public Nuisance complaint regarding 403 Pine Street, and matters related thereto. **INFORMATION ITEM ONLY – NON ACTION ITEM CC**

Due to a fire at 403 Pine Street, the structure has been inspected and red-tagged by the City Building Department. Since that time, the property owner has done little to mitigate the attractive nuisance, resulting in several complaints from neighbors and calls for service to the City of Elko Police Department. At this time, the City Staff has verified the public nuisance and has reported findings to the City Attorney's office for further action. Additionally, notice has been served to the property owner regarding a public hearing scheduled for October 22, 2019. CC

Scott Wilkinson, Assistant City Manager, explained they expect to have some public present for the hearing scheduled for October 22. After speaking to some of the neighbors, they are concerned and looking forward to this matter being resolved.

IV. NEW BUSINESS

- A. Review and possible approval of the First Amendment to the Lease Agreement between the City of Elko and Elko Leasing Company, changing Article 1, the term of lease from 10 years to 20 years, Article II, Feasibility, deleted in its entirety, Article VII, Paragraph B, deleted in its entirety, and replaced with clarifying language to extent of the Lessors maintenance responsibilities, and matters related thereto. **FOR POSSIBLE ACTION**

City Council approved a Lease Agreement between the City and Elko Leasing Company on January 8, 2019. The lease Agreement was executed on January 9, 2019. Elko leasing Company has requested an amendment changing the term of lease from 10 years to 20 years. Additionally, Staff has proposed deleting Article II in its entirety. As a feasibility period is no longer required, and revision to paragraph B under Article VII clarifying that the lessor is not responsible to maintain any leased areas within the parking lot. JF

Jim Foster, Airport Manager, explained Mr. Martinez was present to answer questions. They are cleaning up the agreement and extending the initial term.

Dave Stanton, City Attorney, said he found a typographical error in the amendment (paragraph 1A) and asked that Council make that finding in the motion and they will reprint the amendment for signatures.

**** A motion was made by Councilwoman Simons, seconded by Councilman Hance, to approve the First Amendment to the Lease Agreement between the City of Elko and Elko Leasing Company, changing Article 1, the term of lease from 10 to 20 years, Article II, Feasibility, deleted in its entirety, Article VII, Paragraph B, deleted in its entirety and replace with clarifying language to extent of the Lessors maintenance responsibilities, and also noting a typographical error in Paragraph 1A, where the number 10 will be updated to the number 20.**

The motion passed unanimously. (3-0)

- B. Review and possible approval of a Communication Facilities Lease Agreement between the Elko Television District and White Cloud Networks, Nevada, allowing for the installation and operation of communications equipment located in the Airport Fiber Shelter, and matters related thereto. **FOR POSSIBLE ACTION**

The current lease agreement between the City of Elko/Elko Regional Airport and the Elko Television District allows subletting, with the approval of the City of Elko. A copy of the proposed Agreement is enclosed in the agenda packet for review. JF

Mr. Foster explained this is a sublease that is allowed through our normal leases. These subleases require council approval. A representative from the Elko Television District was present for questions.

**** A motion was made by Councilwoman Simons, seconded by Councilman Hance, to approve the Communication Facilities Lease Agreement between the Elko Television District and White Cloud Networks, Nevada, allowing for the installation and operation of communications equipment located in the Airport Fiber Shelter.**

The motion passed unanimously. (3-0)

- C. Review, consideration and possible approval of a Hangar (D-8) Lease Agreement with R. Jeff Williams, and matters related thereto. **FOR POSSIBLE ACTION**

Mr. R. Jeff Williams recently purchased Hangar D-8 from Leslie Olmstead and a new Lease Agreement needs to be completed with Mr. Williams. Additionally, airport ground leases of less than one-half an acre are no longer subject to appraisal/auction process for cities whose population is less than 25,000 (NRS 496.80) JF

Mr. Foster explained this is our standard T-Hangar lease agreement.

Dave Stanton, City Attorney, explained on page 10 of the lease, the attest block under the Mayor's signature was illegible. The lease that gets signed needs to have that corrected.

**** A motion was made by Councilwoman Simons, seconded by Councilman Hance, to approve the T-Hangar Lease (D-8) with R. Jeff Williams, acknowledging the attest signature line needs a name under it.**

The motion passed unanimously. (3-0)

- D. Review, consideration, and possible approval to sell a portion of APN 001-610-075, approximately .37 acres, pursuant to NRS 268.061 or NRS 268.062, city owned property located adjacent to the soccer field and east parking lot of Mountain View Park, and authorization to Staff to obtain the required appraisal, and matters related thereto. **FOR POSSIBLE ACTION**

Staff has received a request from Koinonia Development LP. to purchase a narrow strip of city owned property adjacent to property they purchased along North 5th Street. The property lies on the sloped area above the soccer fields and parking lot of Mountain View Park and currently is undeveloped. The Parks and Recreation Board reviewed this request at their July 18, 2019 meeting and recommended the City Council approve the land sale with a condition that the funds received go back to the Recreation fund or are applied to a future park project.

NRS 268.061 1. (e) allows the governing body to sell property owned by the City to any person(s) who owns property adjacent to such property without offering it to the public if the governing body determines, by resolution, that the sale will be in the best interest of the City, and the property is a parcel that is too small to establish an economically viable use by anyone else.

NRS 268.062 allows for the sale of any real property at auction after adopting a resolution declaring its intention to sell the property at auction.

City Council must determine if the property is economically viable to anyone other than the adjacent property owner. CL

Cathy Laughlin, City Planner, explained the difference between selling City property under the two different NRS codes above. Koinonia made the request to purchase the property and she took the request to the Parks and Recreation Board for their approval. The Parks and Recreation Board made the request that the money go to Parks and Recreation but that is impossible because the money from land sales goes to Capital Construction. Koinonia just purchased the adjacent properties and plan on building a townhouse development. This strip of land will allow for more driveway access and parking.

Mayor Pro Tem Schmidlein asked if there should be stipulations put on this. Is there any set development they should put in the motion.

Ms. Laughlin said this agenda item is just for the sale of the land. When the developer brings in their tentative map, that is when we would look at conditions.

Scott Wilkinson, Assistant City Manager, stated he didn't think there should be any conditions other than the standard conditions for a land sale.

Councilman Hance said he would like to see some decorative retainage other than the standard concrete wall.

Mayor Pro Tem Schmidtlein said he didn't feel this property would benefit anyone else but it could be incorporated into their development nicely.

**** A motion was made by Councilwoman Simons, seconded by Councilman Hance, to authorize staff to obtain the required appraisal for the proposed sale of a portion of APN: 001-610-075, approximately .37 acres, pursuant to NRS 268.061, based on the findings that the area for proposed sale is adjacent to the Koinonia Development LP property and that the proposed sale is in best interest of the City, the proposed area to be sold is too small to establish an economically viable use by anyone else, and Koinonia Development LP is responsible for all costs related to the sale of the property, if determined to sell pursuant to NRS 268.061. The proposed sale is subject to the Council accepting the appraisal.**

The motion passed unanimously. (3-0)

- E. Review, consideration, and possible approval of Revocable Permit 1-19, filed by Northern Nevada Asset Holdings, LLC to occupy a portion of the City of Elko Silver Street Right-of-Way, to accommodate installation of a grease interceptor, and matters related thereto. **FOR POSSIBLE ACTION**

Northern Nevada Asset Holdings, LLC has applied for a building permit for the Old Chicago Pizzeria. The project would include installation of a new grease interceptor and the only possible location outside the building would be within the Right-of-Way. City Code requires they have a Revocable Permit to Occupy the Right-of-Way. CL

Ms. Laughlin displayed the Exhibit B map from the Revocable Permit on the overhead screen. This is our standard application process.

Mayor Pro Tem Schmidtlein asked about manhole covers on the sidewalk and recommended that they be installed so they don't create tripping hazards.

**** A motion was made by Councilman Hance, seconded by Councilwoman Simons, to approve Revocable Permit No. 1-19, subject to the execution of the License Agreement between the applicant and the City of Elko.**

The motion passed unanimously. (3-0)

- F. Review, consideration, and possible action to vacate up to 2.5' of the southeasterly portion of Commercial Street between 5th and 6th Street involving 8 properties, filed by City of Elko and processed as individual Vacations 4-19 through 11-19, and matters related thereto. **FOR POSSIBLE ACTION**

A recent survey has been submitted to the City of Elko showing an encroachment of their building into Commercial Street Right-of-Way. Further surveying has determined that most of the 600 block has encroachments into the Commercial Street Right-of-Way and therefore the City of Elko is the applicant for the vacation. CL

Ms. Laughlin explained the City requested a survey of the property formerly known as the G Bar. That survey showed an encroachment of .9 feet into the Commercial Street Right-of-Way. Staff worked with that surveyor and had the entire block resurveyed. There are encroachments from Capriola's to the final building in the block, which was not encroaching. Our agenda item shows vacation applications 4-19 through 11-19 because they had assumed that all eight properties encroached Commercial Street and that there would be some vacation on all eight. It has been determined that only seven of the buildings are encroaching Commercial Street. They are proposing vacating two feet from the existing property lines. Our Code reads that Council would be making a motion to vacate. Council has the right to realign any street. She was proposing vacations no. 4-19 through 10-19 because they have determined a vacation is not needed on the north property.

Mayor Pro Tem Schmidlein asked how many feet they want to vacate.

Ms. Laughlin answered this will be referred to the Planning Commission. The legal descriptions and display maps were received today and they will be included in the Planning Commission agenda as separate agenda items, with an exact amount for each vacation.

Scott Wilkinson, Assistant City Manager, said he felt they should stick with "up to 2.5 feet" tonight to give staff flexibility in case an error is found. Council can eliminate one of the applications tonight in the motion.

Councilman Hance wondered why that last building didn't need a vacation. He felt the vacations should create a straight line all the way across. We should not treat that building any different than the others.

Mr. Wilkinson said it does seem logical to vacate it. There is the issue of public sidewalk on personal property but if we rebuild the sidewalk we could get their permission. If we did that could we get the survey in time?

Ms. Laughlin answered yes.

There was some discussion where it was explained that vacated property will increase the assessed value of the properties they are vacated to, and increase their taxes a bit. By vacating all the way across, it will give the property owners the ability to change the front of their buildings if they want to without going through the vacation process again.

**** A motion was made by Councilman Hance, seconded by Councilwoman Simons, that the findings are in the best interest of the City, that no person will be materially injured, thereby, move to approve the proposed individual vacations 4-19, 5-19, 6-19, 7-19, 8-19, 9-19, and 10-19, involving the seven properties and to notify the owner of the last**

property that would become 11-19, and the eighth property in the block, and direct staff to commence the vacation process by referring the matter to the Planning Commission.

The motion passed unanimously. (3-0)

V. PETITIONS, APPEALS, AND COMMUNICATIONS

- A. Ratification of the Police Chief issuing a 60-day Temporary Packaged Liquor License and issue a Regular Packaged Liquor License, to Noel Aguirre, DBA La Unica Market, L.L.C., located at 524 Front Street, Elko, NV 89801, and matters related thereto. **FOR POSSIBLE ACTION**

Chief Reed stated this is a change of ownership. He visited with them regarding the Liquor Code. There are no issues with the background check. He recommended approval.

**** A motion was made by Councilman Hance, seconded by Councilwoman Simons, to ratify the Police Chief issuing a 60-day temporary packaged liquor license and issue a Regular Packaged Liquor License to Noel Aguirre, dba La Unica Market, LLC, located at 524 Front Street, Elko, Nevada 89801.**

The motion passed unanimously. (3-0)

II. APPROPRIATIONS (Cont.)

- A. Review and possible approval of Warrants, and matters related thereto. **FOR POSSIBLE ACTION**

**** A motion was made by Councilwoman Simons, seconded by Councilman Hance, to approve the general warrants for Fiscal Year 2018-2019.**

The motion passed unanimously. (3-0)

**** A motion was made by Councilwoman Simons, seconded by Councilman Hance, to approve the general warrants for Fiscal Year 2019-2020.**

Mayor Pro Tem Schmidtlein asked about a \$42,000 charge for the Police Department to Axon Enterprise Inc. He assumed it was a payment for the rental of the body cameras. Was that a one-year lease payment?

Chief Reed answered Axon is the body camera company. We are under a 5-year contract with them. We added some cameras and licenses and that was the charge for those.

The motion passed unanimously. (3-0)

VI. REPORTS

- A. Mayor and City Council

Mayor Pro Tem Schmidtlein said he had the opportunity to attend the Fire Department exercise, along with other agencies. He thought it was a good exercise.

- B. City Manager – Absent (attending Nevada League of Cities Conference)
- C. Assistant City Manager – Elko Mural Expo; Special Meeting September 27, 2019
Scott Wilkinson reported the Mural Expo has been kicked off. He went over the activities related to the Mural Expo. We have a special meeting scheduled for 2:00 pm on September 27, 2019, regarding Cabo Bar.
- D. Utilities Director
- E. Public Works
- F. Airport Manager – AIP Project Update
Jim Foster gave an update on AIP50. All the routing and major crack sealing has been completed. They are finishing up with the small runway but they have lost some days to weather.
- G. City Attorney
- H. Fire Chief
Chief Griego thanked Councilman Schmidlein and Councilman Stone for coming to their exercise. It was a good full community exercise. The Fire Prevention Picnic is scheduled for Saturday but the weather is not looking good and they may reschedule the picnic.
- I. Police Chief
Chief Reed reported they will be ready for the hearing on Friday. Next Gen 911 got the final approval from the County last week for some specific software packages from the selected vendor that will help the dispatchers and first responders. October 22, 2019, he is planning to swear in the new Police Chief.
- J. City Clerk - Absent (attending Nevada League of Cities Conference)
- K. City Planner
- L. Development Manager
- M. Parks and Recreation Director
- N. Civil Engineer
Bob Thibault gave an update on the Sports Complex project. Things are moving along and looking good. They added some weather days and some additional days for extra work. October 7th is the scheduled completion date for all three projects.
- O. Building Official

COMMENTS BY THE GENERAL PUBLIC

Pursuant to N.R.S. 241, this time is devoted to comments by the public, if any, and discussion of those comments. No action may be taken upon a matter raised under this item on the agenda until the matter itself has been specifically included on a successive agenda and identified as an item for possible action. **ACTION WILL NOT BE TAKEN**

Mayor Pro Tem Schmidlein said the Boys and Girls Club is having a grand opening for their addition, on Thursday at 6:00 pm. Everyone is welcomed to attend.

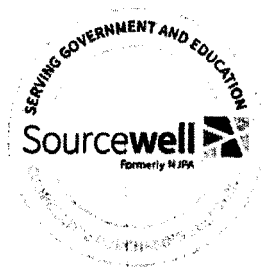
There being no further business, Mayor Pro Tempore Robert Schmidlein adjourned the meeting.

Mayor Pro Tem Robert Schmidlein

Kelly Wooldridge, City Clerk

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible authorization for Staff to purchase a Brine Boss Ready System, a 90 GPM Transfer station, and a 6,500 gallon Captor Tank and transition fittings from Varitech Industries through Sourcewell Purchasing in the amount of \$38,876.24, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **October 8, 2019**
3. Agenda Category: **APPROPRIATION**
4. Time Required: **5 Minutes**
5. Background Information: **This purchase was budgeted for and approved in the FY 2019/20 Budget. DS**
6. Budget Information:
 - Appropriation Required: **\$38,876.24**
 - Budget amount available: **\$55,000.00**
 - Fund name: **Capital Equipment/Street Department**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Quote from Varitech Industries, City of Elko Certificate of Membership in Sourcewell, Sourcewell's request for proposals, the Proposal Opening Record, and Sourcewell's contract document.**
9. Recommended Motion: **Authorize Staff to purchase a Brine Boss Ready System, a 90 GPM Transfer station, and a 6,500 gallon Captor Tank and transition fittings from Varitech Industries through Sourcewell Purchasing in the amount of \$38,876.24.**
10. Prepared By: **Dennis Strickland, Public Works Director**
11. Committee/Other Agency Review:
12. Council Action:
13. Agenda Distribution:



RFP #052919
REQUEST FOR PROPOSALS
for
Salt, Brine, and Anti-Icing or De-Icing Agents, and Brine Production and Storage Systems

Proposal Due Date: May 29, 2019, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Salt, Brine, and Anti-Icing or De-Icing Agents, and Brine Production and Storage Systems to result in a national contracting solution for use by its members. Sourcewell members include thousands of governmental, higher education, K-12 education, not-for-profit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://portal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than May 29, 2019, at 4:30 p.m. Central Time, and late proposals will not be considered.

Solicitation Schedule

| | |
|--|---|
| Public Notice of RFP Published: | April 11, 2019 |
| Pre-proposal Conference: | May 9, 2019, 10:00 a.m., Central Time |
| Question Submission Deadline: | May 22, 2019, 4:30 p.m., Central Time |
| Proposal Due Date: | May 29, 2019, 4:30 p.m., Central Time Late responses will not be considered. |

I. ABOUT SOURCEWELL AND MEMBERS

A. SOURCEWELL

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that facilitates a *competitive public solicitation and contract award process* for the benefit of its 50,000+ members across the United States and Canada. Sourcewell's solicitation process complies with Minnesota law and policies, and results in cooperative contracting solutions from which Sourcewell's members procure equipment, products, and services.

Cooperative contracting provides members and vendors increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and contract expanding the reach of contracted vendors potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

B. MEMBERS AND USE OF RESULTING CONTRACTS

Membership in Sourcewell is open to government and non-profit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities. Access to contracted equipment, products, or services by Members is typically through a purchase order issued directly to the applicable vendor. A Member may request additional terms or conditions related to a purchase. Use of Sourcewell contracts is voluntary and Members retain the right to obtain similar equipment, products, or services from other sources.

To meet Members' needs, public notice of this RFP has been broadly published, including notification to each state-level procurement departments for possible re-posting. As required by certain states, an Appendix of Members is included in this RFP and can be found in the Sourcewell Procurement Portal. Affidavits of Publication will be available at the conclusion of the solicitation process.

For Canadian entities: This RFP is intended to include municipalities and publicly-funded academic institutions, school boards, health authorities, and social services (MASH sectors); including members of the Rural Municipalities of Alberta (RMA), and their represented Associations: Saskatchewan Association of Rural Municipalities (SARM), Saskatchewan Urban Municipalities Association (SUMA), and Association of Manitoba Municipalities (AMM).

II. EQUIPMENT, PRODUCTS, AND SERVICES

A. SOLUTIONS-BASED SOLICITATION

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and that are commonly desired or are required by law or industry standards.

B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

It is expected that Proposers offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, a school district, or a regional cooperative.

Sourcewell is seeking proposals for Salt, Brine, and Anti-Icing or De-Icing Agents, and Brine Production and Storage Systems, including, but not to be limited to:

Salt, brine, anti-icing, or de-icing, solids, liquids, and agents designed or intended for de-icing and anti-icing applications; and,

Storage tanks and systems designed to produce brine, and anti-icing or de-icing agents with related supplies and accessories.

The primary focus of this solicitation is on anti-icing or de-icing agents and related systems to produce anti-icing and de-icing agents. This solicitation should **NOT** be construed to include:

Permanent structures or temporary fabric covered structures designed or intended for the storage of salt or brine products.

This solicitation does not include those equipment, products, or services covered under categories included in contracts currently maintained by Sourcewell:

1. Roadway Maintenance Equipment with Related Accessories, Attachments, Materials, and Supplies RFP #052417
2. Snow and Ice Handling Equipment, Supplies, and Accessories RFP #080818
3. Airport Runway and Emergency Equipment with Related Accessories RFP#030619

A Proposer may elect to offer a materials-only solution, a turn-key solution, or an alternative solution. Generally, a turn-key solution is most desirable to Sourcewell and its Members, however, it is not mandatory or required.

Generally, the solutions for Sourcewell Members are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly

Sourcewell RFP #052919

Salt, Brine, and Anti-Icing or De-Icing Agents, and Brine Production and Storage Systems

operating status. However, equipment or products only solutions may be appropriate for situations where Sourcewell Members possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation those equipment/products being proposed.

Sourcewell prefers vendors that provide a sole source of responsibility for the products and services provided under a resulting contract. If Proposer requires the use of dealers, resellers, or subcontractors to provide the products or services, the Proposal should address how the products or services will be provided to Members and describe the network of dealers, resellers, and/or subcontractors that will be available to serve Sourcewell Members under a resulting contract.

Sourcewell desires the broadest possible selection of products/equipment and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and potential Members.

C. REQUIREMENTS

It is expected that Proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Members.

1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
3. New Equipment and Products. Proposed equipment and products must be for new, current model; however, Proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.
4. Delivered and operational. Unless clearly noted in the Proposal, equipment and products must be delivered to the Member as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

D. ANTICIPATED CONTRACT TERM

Sourcewell anticipates that the term of any resulting contract(s) will be four (4) years. An extension may be offered based on the best interests of Sourcewell and its members.

E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD \$10 Million; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

F. MARKETING PLAN

Proposer's sales force will be the primary source of communication with Members. The Proposer's Marketing Plan should demonstrate Proposer's ability to deploy a sales force or dealer network to Members, as well as Proposer's sales and service capabilities. It is expected that Proposer will promote and market any contract award.

G. ADDITIONAL CONSIDERATIONS

1. Contracts will be awarded to Proposers able to best meet the need of Members. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. Proposers should include all relevant information in its proposal. Sourcewell cannot consider information that is not provided in the Proposal. Sourcewell reserves the right to verify Proposer's information and may request clarification from a Proposer, including samples of the proposed equipment or products.
3. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Members. Awards may be based on a subcategory.
4. A Proposer's documented negative past performance with Sourcewell or its Members occurring under a previously awarded Sourcewell contract may be considered in the evaluation of a proposal.

III. PRICING

A. REQUIREMENTS

All proposed pricing must be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
 - a. **Line-item Pricing** is pricing based on each individual product or services. Each line must indicate the Vendor's published "List Price," as well as the "Contract Price."

- b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcewell, and this pricing must be included in its proposal and provided throughout the term of any Contract resulting from this RFP.
2. The Proposer's ceiling price (Ceiling price means that the proposed pricing will be considered as the highest price for which equipment, products, or services may be billed to a Member. However, it is permissible for vendors to sell at a price that is lower than the contracted price;
3. Stated in U.S., and Canadian dollars for Proposers intending to sell in Canada (as applicable); and
4. Clearly understood, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Member's location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the Proposer. Additionally, Proposers should clearly describe any unique distribution and/or delivery methods or options offered in the Proposal.

B. ADMINISTRATIVE FEES

Proposers are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting contracts. The administrative fee is normally calculated as a percentage of the total sales to Members for all contracted equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

IV. CONTRACT

Proposers awarded a contract will be required to execute a contract with Sourcewell. Only those modifications the Proposer indicates in its proposal will be available for discussion. Much of the language in the Contract reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Minnesota law may result in a proposal being disqualified from further review and evaluation.

To request a modification to the Contract terms, conditions, or specifications, a Proposer must complete and submit an Exceptions to Terms, Conditions, or Specifications Form, with all requested modifications, through the Sourcewell Procurement Portal at the time of submitting the Proposer's response.

Sourcewell RFP #052919

Salt, Brine, and Anti-Icing or De-Icing Agents, and Brine Production and Storage Systems

Page 6

V. RFP PROCESS

A. PRE-PROPOSAL CONFERENCE

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted on page one of this RFP and on the Sourcewell Procurement Portal. The purpose of this conference is to allow potential Proposers to ask questions regarding this RFP and Sourcewell's competitive contracting process. Information about the webcast will be sent to all entities that requested a copy of this RFP through the Sourcewell Procurement Portal. Pre-proposal conference attendance is optional.

B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION

Questions regarding this RFP must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a Proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcewell staff to ask questions or request information as this may disqualify the Proposer from responding to this RFP. Sourcewell will not respond to questions submitted after the deadline.

C. ADDENDA

Sourcewell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcewell become a part of the RFP and will be delivered to potential Proposers through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the Proposer by checking the box for each addendum. It is the responsibility of the Proposer to check for any addenda that may have been issued up to the time for solicitation closing.

If an addendum is issued after a Proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the Proposer's proposal status to INCOMPLETE. The Proposer can view this status change in the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account. The Proposer is solely responsible to:

- i) make any required adjustments to its proposal;
- ii) acknowledge the addenda; and

- iii) Ensure the re-submitted proposal is RECEIVED through the Sourcewell Procurement Portal no later than the closing time and date shown in the Solicitation Schedule.

D. PROPOSAL SUBMISSION

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. **Only complete proposals that are timely submitted through the Sourcewell Procurement Portal will be considered. Late proposals will not be considered.** It is the Proposer's sole responsibility to ensure that the proposal is received on time.

All proposals must be received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time noted in the Solicitation Schedule above. It is recommended that Proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The closing time and date is determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to twenty-four (24) hours to respond to certain issues.

Upon successful submission of a proposal, the Portal will automatically generate a confirmation email to the Proposer. If the Proposer does not receive a confirmation email, contact Sourcewell's support provider at support@bidsandtenders.ca.

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the Proposer has obtained this solicitation document from a third party, the onus is on the Proposer to create a Sourcewell Procurement Portal Vendor Account and register for this solicitation opportunity.

All proposals must be acknowledged digitally by an authorized representative of the Proposer attesting that the information contained in the proposal is true and accurate. By submitting a proposal, Proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the Proposer to remedies available by law.

E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

- In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.

- Complete. A proposal will be rejected if it is conditional or incomplete.
- Submitted in English.
- Valid and irrevocable for ninety (90) days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the Proposer.

F. PROPOSAL WITHDRAWAL

Prior to the proposal deadline, a Proposer may withdraw its proposal.

VI. EVALUATION AND AWARD

A. EVALUATION

It is the intent of Sourcewell to award one or more contracts to responsive and responsible Proposer(s) offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcewell and its Members. The award(s) will be limited to the number of offerors that Sourcewell determines is necessary to meet the needs of Sourcewell members. Factors to be considered in determining the number of contracts to be awarded in any category may include the following:

- The number of and geographic location of:
 - Proposers necessary to offer a comprehensive selection of equipment, products, or services for Members' use.
 - A Proposer's sales and service network to assure availability of product supply and coverage to meet Members' anticipated needs.
- Total evaluation scores.
- The attributes of Proposers, and their equipment, products, or services, to assist Members achieve environmental and social requirements, preferences, and goals. Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcewell's knowledge about a specific vendor or product.

B. AWARD(S)

Award(s) will be made to the Proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcewell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (available in the Sourcewell Procurement Portal):

| | |
|---|-------------|
| Conformance to RFP Requirements | 50 |
| Financial Viability and Marketplace Success | 75 |
| Ability to Sell and Deliver Service | 100 |
| Marketing Plan | 50 |
| Value Added Attributes | 75 |
| Warranty | 50 |
| Depth and Breadth of Offered Equipment, Products, or Services | 200 |
| Pricing | 400 |
| TOTAL POINTS | 1000 |

C. PROTESTS OF AWARDS

Any protest made under this RFP by a Proposer must be in writing, addressed to Sourcewell's Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. The protest must be received no later than ten (10) calendar days' following Sourcewell's notice of contract award(s) or non-award and must be time stamped by Sourcewell no later than 4:30 p.m., Central Time.

A protest must include the following items:

- The name, address, and telephone number of the protester;
- The original signature of the protester or its representative;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the issues to be resolved;
- Identification of the legal or factual basis;
- Any additional supporting documentation; and
- Protest bond in the amount of \$20,000.

Protests that do not address these elements will not be reviewed.

D. RIGHTS RESERVED

This RFP does not commit Sourcewell to award any contract and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the Proposer may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;
- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;

- Select, for contracts or for discussion, a proposal other than that with the lowest cost;
- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Discuss any aspect of the proposal with any Proposer and negotiate with more than one Proposer;
- Award a contract if only one responsive proposal is received if it is in the best interest of Members; and
- Award a contract to one or more Proposers if it is in the best interest of Members.

E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations are complete. Sourcewell determines that negotiations are complete upon execution of the resulting contract. If the Proposer submits information in response to this RFP that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minnesota Statutes Section 13.37, the Proposer must:

- Clearly mark all trade secret materials in its proposal at the time the proposal is submitted;
- Include a statement with its proposal justifying the trade secret designation for each item; and
- Defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless Sourcewell, its agents and employees, from any judgments or damages awarded against Sourcewell in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives Sourcewell's award of a contract. In submitting a proposal to this RFP, the Proposer agrees that this indemnification survives as long as the trade secret materials are in possession of Sourcewell.

Sourcewell will not consider the prices submitted by the Proposer to be proprietary or trade secret materials. Financial information provided by a Proposer is not considered trade secret under the statutory definition.



ADDENDUM ONE (1)
to that certain
Sourcewell RFP #052919
Issued by
Sourcewell (Formerly NJPA)
for the procurement of

**Salt, Brine, and Anti-Icing or De-Icing Agents, and Brine Production
and Storage Systems**

Consider the following to be part of the above-titled RFP: Solicitation Schedule Update and insert sub-section V. G. "Opening":

- 1. Insert the following updated Solicitation Schedule, to include the Opening information:

* * *

Solicitation Schedule

| | |
|---------------------------------|--|
| Public Notice of RFP Published: | April 11, 2019 |
| Pre-proposal Conference: | May 9, 2019, 10:00 a.m., Central Time |
| Question Submission Deadline: | May 22, 2019, 4:30 p.m., Central Time |
| Proposal Due Date: | May 29, 2019, 4:30 p.m., Central Time Late responses will not be considered. |
| Opening: | May 29, 2019, 6:30 p.m., Central Time ** |

** SEE RFP SUB-SECTION V. G. "OPENING"

- 2. Insert the following new sub-section V. G. "Opening":

* * *

G. OPENING

The Opening of Proposals will be conducted electronically through the Sourcewell Procurement Portal. A list of all Proposers will be made publicly available in the Sourcewell Procurement Portal after the Proposal Due Date, but no later than the Opening time listed in the Solicitation Schedule.

To view the list of Proposers, verify that the Sourcewell Procurement Portal opportunities list search is set to "All" or "Closed." The solicitation status will automatically change to "Closed" after the Proposal Due Date and Time.

* * *

End of Addendum

Acknowledgement of Addendum One (1) to RFP#052919 distributed via email and posted to the Sourcewell Procurement Portal on May 10, 2019, is required at the time of bid submittal.

Publish /Verify Contents

Save as Template 

Solicitation Setting 



- Invite Bidders No
- Evaluate Response online No
- Internal Approval No

Solicitation Details 

Mandatory Information

| | | | |
|--------------------------|--|---------------------|------------|
| Solicitation Type | RFP | Solicitation Number | 052919 |
| Solicitation Name | Salt, Brine, and Anti-Icing or De-Icing Agents, and Brine Production and Storage Systems | Procurement Type | Goods |
| Country & Province/State | Canada / Ontario | Published By | Sourcewell |
| Accept Questions | Not Applicable | | |

Advertisement 

Basic Settings

| | | | |
|-------------------|-----------------------|---------------------------|-----------------|
| Solicitation Type | Open to all suppliers | Estimated Contract Amount | \$99,999,999.00 |
|-------------------|-----------------------|---------------------------|-----------------|

Basic Settings

[Home /dashboard](#) > [List of Biddings /bidding/list](#) > [Solicitation](#) **Publish Date 04/11/2019**

Closing Date & 05/29/2019 16:30:00 CT
Time

Publish Option

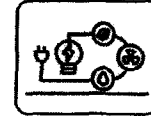
Value Range for Not Applicable
this Solicitation

Selected Categories



Energy/ Fuel/ Chemical

Chemical Products/ Services Industrial Chemicals (ex: benzene), Commercial Chemicals (ex: chlorine) Pool Chemicals, etc.



Unclassified Categories

Miscellaneous Bids located within this category are not classified in the existing Bidding categories.

Solicitation Overview

Solicitation Overview

[Home \(/dashboard\)](#) > [List of Bidding \(/bidding/list\)](#) > [Solicitation Details](#)



Salt, Brine, and Anti-Icing or De-Icing Agents, and Brine Production and Storage Systems

052919

Closing Date: 05/29/2019 04:30:00 PM CT

Detail:

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Salt, Brine, and Anti-Icing or De-Icing Agents, and Brine Production and Storage Systems to result in a national contracting solution for use by its members. Sourcewell members include thousands of governmental, higher education, K-12 education, not-for-profit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal <https://proportal.sourcewell-mn.gov>. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than May 29, 2019, at 4:30 p.m. Central Time, and late proposals will not be considered.

Additional Recipients

Once the posting is approved, an e-mail will be sent to the following recipient(s).

Email Address

carol.jackson@sourcewell-mn.gov

AFFIDAVIT OF PUBLICATION

DJC



921 S.W. Washington St. Suite 210 / Portland, OR 97205-2810
(503) 226-1311

STATE OF OREGON, COUNTY OF MULTNOMAH--ss.

I, Michelle Ropp, being first duly sworn, depose and say that I am a Principal Clerk of the Daily Journal of Commerce, a newspaper of general circulation in the counties of CLACKAMAS, MULTNOMAH, and WASHINGTON as defined by ORS 193.010 and 193.020; published at Portland in the aforesaid County and State; that I know from my personal knowledge that the Goods and Services notice described as

Case Number: NOT PROVIDED

SALT, BRINE, AND ANTI-ICING OR DE-ICING AGENTS, AND BRINE PRODUCTION AND STORAGE SYSTEM
Sourcewell; Bid Location Staples, MN, Todd County; Due 05/29/2019 at 04:30 PM

a printed copy of which is hereto annexed, was published in the entire issue of said newspaper for 1 time(s) in the following issues:

4/12/2019

State of Oregon
County of Multnomah

SIGNED OR ATTESTED BEFORE ME
ON THE 12th DAY OF April, 2019

Michelle Ropp

Michelle Ropp

Selah Farmer

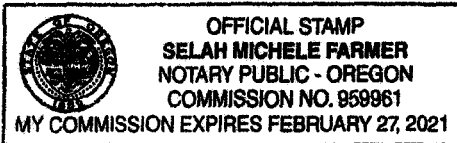
Notary Public-State of Oregon

**SOURCEWELL
SALT, BRINE, AND ANTI-ICING OR
DE-ICING AGENTS, AND BRINE
PRODUCTION AND STORAGE
SYSTEMS**

Proposals Due 4:30 pm, May 29, 2019
REQUEST FOR PROPOSALS

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Salt, Brine, and Anti-icing or De-icing Agents, and Brine Production and Storage Systems to result in a national contracting solution for use by its members. Sourcewell members include thousands of governmental, higher education, K-12 education, not-for-profit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal <https://portal.sourcewell-mn.gov>. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than May 29, 2019, at 4:30 p.m. Central Time, and late proposals will not be considered.

Published Apr. 12, 2019. 11728799



Carol Jackson
Sourcewell
202 12th St NE
Staples, MN 56479-2438

Order No.: 11728799
Client Reference No:

Notice

Basic Information

Estimated Contract Value (CAD) \$99,999,999.00 (Not shown to suppliers)
Reference Number 0000147546
Issuing Organization Sourcewell
Owner Organization
Solicitation Type RFP - Request for Proposal (Formal)
Solicitation Number 052919
Title Salt, Brine, and Anti-Icing or De-Icing Agents, and Brine Production and Storage
Source ID PP.CO.USA.868485.C88455
Agreement Type None

Details

Location All of Canada, All of Canada
Purchase Type Term: 2019/06/03 01:00:00 AM EDT - 2023/06/02 05:30:00 PM EDT
Description Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Salt, Brine, and Anti-Icing or De-Icing Agents, and Brine Production and Storage Systems to result in a national contracting solution for use by its members. Sourcewell members include thousands of governmental, higher education, K-12 education, not-for-profit, tribal government, and other public agencies located in the United States and Canada. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than May 29, 2019, at 4:30 p.m. Central Time, and late proposals will not be considered.

Dates

Publication 2019/04/11 09:55:26 AM EDT
Question Acceptance Deadline 2019/05/22 05:30:00 PM EDT
Questions are submitted online Yes
Bid Intent Not Available
Closing Date 2019/05/29 05:30:00 PM EDT

Contact Information

Procurement Department
 218-894-1930
rfp@sourcewell-mn.gov

Bid Submission Process

Bid Submission Type Electronic Bid Submission
Pricing In attached document
Pricing In attached document
Bid Documents List

| Item Name | Description | Mandatory |
|---------------|---------------------------------|-----------|
| Bid Documents | Documents defining the proposal | Yes |



The New York State Contract Reporter

NYS' official source of contracting opportunities
Bringing business and government together

This document printed
Wednesday, 04/10/2019

Contracting Opportunity

*** This ad has not been published. It has been reviewed and pending publication. ***

Title: Salt, Brine, and Anti-Icing or De-Icing Agents, and Brine Production and Storage
Agency: Sourcewell
Division: Procurement Department
Contract Number: 052919
Contract Term: 4 years, with potential 1 year extension
Date of Issue: 04/11/2019
Due Date/Time: 05/29/2019 4:30 PM
Central Time
County(ies): All NYS counties
Classification: Miscellaneous - *Commodities*
Opportunity Type: General
Entered By: Chris Robinson
Description: Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Salt, Brine, and Anti-Icing or De-Icing Agents, and Brine Production and Storage Systems to result in a national contracting solution for use by its members. Sourcewell members include thousands of governmental, higher education, K-12 education, not-for-profit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal <https://portal.sourcewell?mn.gov>. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than May 29, 2019, at 4:30 p.m. Central Time, and late proposals will not be considered.

Service-Disabled Veteran-Owned Set Aside: No

Contact Information

Primary contact: Sourcewell
Procurement Department
Kim Austin
Lead Analyst
202 12th Street NE
P.O. Box 219
Staples, MN 56479
United States
Ph: 218-895-4161
kim.austin@sourcewell-mn.gov

Submit to contact: Sourcewell
Procurement Department
Kim Austin
Lead Analyst
202 12th Street NE
P.O. Box 219
Staples, MN 56479
United States
Ph: 218-895-4161
kim.austin@sourcewell-mn.gov

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Carol Jackson

From: Carol Jackson
Sent: Thursday, April 11, 2019 8:06 AM
To: twatson@onvia.com
Subject: RFP for Advertisement (Salt, Brine)

Hello,

Please advertise in any free editions you have.

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Salt, Brine, and Anti-Icing or De-Icing Agents, and Brine Production and Storage Systems to result in a national contracting solution for use by its members. Sourcewell members include thousands of governmental, higher education, K-12 education, not-for-profit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal <https://portal.sourcewell-mn.gov>. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than May 29, 2019, at 4:30 p.m. Central Time, and late proposals will not be considered.

Thank you,

Carol Jackson | Procurement Analyst III

Office: 218-894-5481

Website: www.sourcewell-mn.gov





Bid RFP #052919 - Salt, Brine, and Anti-Icing or De-Icing Agents, and Brine Production and Storage Systems

[Switch to Vendor View]

Bid Type **RFP**

Bid Number **052919**

Title **Salt, Brine, and Anti-Icing or De-Icing Agents, and Brine Production and Storage Systems**

Start Date **Apr 11, 2019 8:03:07 AM CDT**

End Date **May 29, 2019 4:30:00 PM CDT**

Agency **Sourcewell**

Bid Contact **Carol Jackson**
(218) 894-5481
carol.jackson@sourcewell-mn.gov
PO Box 219
Staples, MN 56479

Access Reports

View reports on who has been notified of the bid or accessed it.

[Notification report] [Access report]

Questions

0 Questions
0 Unanswered

[View/Ask Questions]

Edit Bid

[Create Addendum]

Description

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Salt, Brine, and Anti-Icing or De-Icing Agents, and Brine Production and Storage Systems to result in a national contracting solution for use by its members. Sourcewell members include thousands of governmental, higher education, K-12 education, not-for-profit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal <https://proportal.sourcewell-mn.gov>. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than May 29, 2019, at 4:30 p.m. Central Time, and late proposals will not be considered.

Delivery Information

Submit proposal at <https://proportal.sourcewell-mn.gov>

4770 S. 5600 W.
WEST VALLEY CITY, UTAH 84118
FED. TAX I.D.# 87-0217663
801-204-6910

Deseret News



The Salt Lake Tribune

PROOF OF PUBLICATION CUSTOMER'S COPY

CUSTOMER NAME AND ADDRESS

SOURCEWELL,
Accounting Dept
PO BOX 219

STAPLES MN 56479

ACCOUNT NUMBER

9001496962

DATE

4/11/2019

ACCOUNT NAME

SOURCEWELL,

TELEPHONE

2188945483

ORDER # / INVOICE NUMBER

0001250412 /

PUBLICATION SCHEDULE

START 04/11/2019 END 04/11/2019

RECEIVED APR 16 2019

CUSTOMER REFERENCE NUMBER

RFP for advertisement - Salt, Brine

CAPTION

REQUEST FOR PROPOSALS Sourcewell, a State of Minnesota local government agency

SIZE

35 LINES 1 COLUMN(S)

TIMES

3

TOTAL COST

80.95

REQUEST FOR PROPOSALS

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Salt, Brine, and Anti-Icing or De-Icing Agents, and Brine Production and Storage Systems to result in a national contracting solution for use by its members. Sourcewell members include thousands of governmental, higher education, K-12 education, not-for-profit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal (<https://portal.sourcewell-mn.gov>). Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than May 29, 2019, at 4:30 p.m. Central Time, and late proposals will not be considered.
1250412 UPALP

AFFIDAVIT OF PUBLICATION

AS NEWSPAPER AGENCY COMPANY, LLC dba UTAH MEDIA GROUP LEGAL BOOKER, I CERTIFY THAT THE ATTACHED ADVERTISEMENT OF **REQUEST FOR PROPOSALS Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Salt, Brine, and Anti-Icing** FOR **SOURCEWELL**, WAS PUBLISHED BY THE NEWSPAPER AGENCY COMPANY, LLC dba UTAH MEDIA GROUP, AGENT FOR DESERET NEWS AND THE SALT LAKE TRIBUNE, DAILY NEWSPAPERS PRINTED IN THE ENGLISH LANGUAGE WITH GENERAL CIRCULATION IN UTAH, AND PUBLISHED IN SALT LAKE CITY, SALT LAKE COUNTY IN THE STATE OF UTAH. NOTICE IS ALSO POSTED ON UTAHLEGALS.COM ON THE SAME DAY AS THE FIRST NEWSPAPER PUBLICATION DATE AND REMAINS ON UTAHLEGALS.COM INDEFINITELY. COMPLIES WITH UTAH DIGITAL SIGNATURE ACT UTAH CODE 46-2-101; 46-3-104.

PUBLISHED ON Start 04/11/2019 End 04/11/2019

DATE 4/11/2019


SIGNATURE *Loraine Gudmundson*

STATE OF UTAH)

COUNTY OF SALT LAKE)

SUBSCRIBED AND SWORN TO BEFORE ME ON THIS 11TH DAY OF APRIL IN THE YEAR 2019

BY LORAIN GUDMUNDSON

 **JAE LEVI**
NOTARY PUBLIC - STATE OF UTAH
My Comm. Exp 05/29/2022
Commission # 700608

Jae Levi
NOTARY PUBLIC SIGNATURE

The State

The State Media Company

NEWSPAPER • DIGITAL • MAGAZINES • DIRECT MAIL

Order Confirmation

Customer
SOURCEWELL

Payer Customer
SOURCEWELL

Customer Account
327043

Payer Account
327043

Customer Address
PO BOX 219
STAPLES MN 56479 USA

Payer Address
PO BOX 219
STAPLES MN 56479 USA

Customer Phone
218-894-1930

Payer Phone
218-894-1930

Customer Fax

Customer EMail
carol.jackson@sourcewell-mn.gov

Sales Rep
jjeffries@charlotteobserver

Order Taker
ksams@charlotteobserver.com

| <u>PO Number</u> | <u>Payment Method</u> | <u>Blind Box</u> | <u>Tear Sheets</u> | <u>Proofs</u> | <u>Affidavits</u> |
|------------------|-----------------------|------------------|--------------------|---------------|-------------------|
| Carol Jackson | Check | | 0 | 0 | 1 |

| <u>Net Amount</u> | <u>Tax Amount</u> | <u>Total Amount</u> | <u>Payment Amount</u> | <u>Amount Due</u> |
|-------------------|-------------------|---------------------|-----------------------|-------------------|
| \$199.68 | \$0.00 | \$199.68 | \$0.00 | \$199.68 |

| <u>Ad Order Number</u> | <u>Order Source</u> | <u>Ordered By</u> | <u>Special Pricing</u> |
|------------------------|---------------------|-------------------|------------------------|
| 0004168198 | | Carol Jackson | |

| <u>Invoice Text</u> | <u>Promo Type</u> |
|---------------------|-------------------|
| RFP-Salt, Brine | |

| <u>Package Buy</u> | <u>Materials</u> |
|--------------------|------------------|
| | |

Ad Order Information

Ad Number 0004168198-01 **Ad Type** COL-Legal-Liner **Production Method** AdBooker **Production Notes**

External Ad Number **Ad Attributes** **Ad Released** No **Pick Up** 0003984234

Ad Size 1 X 35 II **Color**

Product COL- The State **Placement** 0300 - Legals Classified **Times Run** 1 **Schedule Cost** \$184.68

Run Schedule Invoice Text REQUEST FOR PROPOSALS Sourcwell, a Sta **Position** 0301 - Legals & Public Notices

Run Dates 04/11/2019

Product COL-upsell.ST.com **Placement** 0300 - Legals Classified **Times Run** 7 **Schedule Cost** \$15.00

Run Schedule Invoice Text REQUEST FOR PROPOSALS Sourcwell, a Sta **Position** 0301 - Legals & Public Notices

Run Dates 04/11/2019, 04/12/2019, 04/13/2019, 04/14/2019, 04/15/2019, 04/16/2019, 04/17/2019

REQUEST FOR PROPOSALS

Sourcwell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Salt, Brine, and Anti-icing or De-icing Agents, and Brine Production and Storage Systems to result in a national contracting solution for use by its members. Sourcwell members include thousands of governmental, higher education, K-12 education, not-for-profit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcwell Procurement Portal <http://proportal.sourcwell-mn.gov>. Only proposals submitted through the Sourcwell Procurement Portal will be considered. Proposals are due no later than May 29, 2019, at 4:30 p.m. Central Time, and late proposals will not be considered.
4168198

View Edit Delete Revisions

OPEN

Salt, Brine, and Anti-Icing or De-Icing Agents, and Brine Production and Storage Systems

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Salt, Brine, and Anti-Icing or De-Icing Agents, and Brine Production and Storage Systems to result in a national contracting solution for use by its members. Sourcewell members include thousands of governmental, higher education, K-12 education, not-for-profit, Tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal <https://portal.sourcewell-mn.gov>. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than May 29, 2019, at 4:30 p.m. Central Time, and late proposals will not be considered.

Important Dates

- Pre-Proposal Conference:
May 9, 2019 at 10:00 am CDT
- Proposals Due:
May 29, 2019 at 4:30 pm CDT

To obtain a copy of the complete RFP, ask questions related to the RFP, or submit a proposal, please use the link below.

[Sourcewell Procurement Portal](#) 



Solicitation Number: RFP#052919

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and VariTech Industries Inc., 501 East Cliff Road, Burnsville, MN 55337 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to its members. Participation is open to all levels of governmental entity, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and its Members (Members).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires July 17, 2023, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Member in advance, Equipment or Products must be delivered as operational to the Member's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. LAWS AND REGULATIONS. All Equipment, Products, or Services must comply fully with applicable federal laws and regulations, and with the laws of the state or province in which the Equipment, Products, or Services are sold.

C. WARRANTY. Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Member in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Member.

D. DEALERS AND DISTRIBUTORS. Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized Distributors/Dealers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

Regardless of the payment method chosen by the Member, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Member at the time of purchase.

When providing pricing quotes to Members, all pricing quoted must reflect a Member's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Member's requested delivery location.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Members. Members reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Member.

B. SALES TAX. Each Member is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, Members must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Members.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number
- Clearly specify the requested change
- Provide sufficient detail to justify the requested change
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change)
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS

A. **MEMBERSHIP.** Membership in Sourcewell is open to public and nonprofit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Members that can legally access the Equipment, Products, or Services under this Contract. A Member's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Member's use of this Contract is at the Member's sole convenience and Members reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell membership requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Members to its roster during the term of this Contract.

B. **PUBLIC FACILITIES.** Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Member policies and procedures, and all applicable laws.

6. MEMBER ORDERING AND PURCHASE ORDERS

A. **PURCHASE ORDERS AND PAYMENT.** To access the contracted Equipment, Products, or Services under this Contract, Member must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically a Member will issue a purchase order directly to Vendor. Members may use their own forms for purchase orders, but it should clearly note the applicable Sourcewell contract number. Members will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Member.

B. **ADDITIONAL TERMS AND CONDITIONS.** Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements. Any negotiated additional terms and conditions must never be less favorable to the Member than what is contained in Vendor's Proposal.

C. **PERFORMANCE BOND.** If requested by a Member, Vendor will provide a performance bond that meets the requirements set forth in the Member's purchase order.

D. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Member requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Member and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

E. TERMINATION OF PURCHASE ORDERS. Members may terminate a purchase order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Member fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal or state laws or regulations prohibit the purchase or change the Member's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Member.

F. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Member's purchase order will be determined by the Member making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Member inquiries; and
- Business reviews to Sourcewell and Members, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to members, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Member Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Members. The Vendor will submit a check payable to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Members under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than thirty (30) days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

- A. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.
- B. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.
- C. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.
- D. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.
- E. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, master-servant, principal-agent, or any other relationship.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Members, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of six (6) years from the end of this Contract. This clause extends to Members as it relates to business conducted by that Member under this Contract.

13. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

14. INTELLECTUAL PROPERTY

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Members against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Members by any person on account of the use of any Equipment or Products by Sourcewell or its Members supplied by Vendor in violation of applicable patent or copyright laws.

15. PUBLICITY, MARKETING, AND ENDORSEMENT

A. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

B. **MARKETING.** Any direct advertising, marketing, or offers with Members must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

C. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the

remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. **Notification.** The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. **Escalation.** If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have thirty (30) calendar days to cure an outstanding issue.
3. **Performance while Dispute is Pending.** Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Members as a result of such failure to proceed will be borne by the Vendor.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Member order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

20. INSURANCE

A. **REQUIREMENTS.** At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. ***Workers' Compensation and Employer's Liability.***

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. ***Commercial General Liability Insurance.*** Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition). At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. ***Commercial Automobile Liability Insurance.*** During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer).

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. ***Umbrella Insurance.*** During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. ***Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability.***

During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without thirty (30) days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within ten (10) days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to name Sourcewell and its Members, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance

maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. **SELF-INSURED RETENTIONS.** Any self-insured retention in excess of \$10,000 is subject to Sourcewell's approval.

21. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Members.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Member. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Members that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Members may also require additional requirements based on specific funding specifications. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when

a Member accesses Vendor's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. § 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction

work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award

covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of three (3) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

24. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon sixty (60) days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Termination of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to termination.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D08489...

Title: Director of Operations & Procurement/CPO
Date: 7/16/2019 | 1:43 PM CDT

VariTech Industries Inc.

DocuSigned by:
By: Matthew Loeffler
D7684263D7044AD...

Title: Vice President of Products and Engineering
Date: 7/16/2019 | 2:58 PM CDT

Approved:

DocuSigned by:
By: Chad Coquette
7E42B8F817A64CC...

Title: Executive Director/CEO
Date: 7/16/2019 | 1:44 PM CDT

RFP#052919 - Salt, Brine, Anti-icing, or De-icing Agents, and Brine Production and Storage Systems

Vendor Details

Company Name: VariTech Industries, Inc.
Address: 4115 Minnesota Street
Alexandria, MN 56308
Contact: Benjie Schoenrock
Email: bschoenrock@varitech-industries.com
Phone: 320-763-5074
Fax: 320-763-5612
HST#: 41-1559096

Submission Details

Created On: Thursday April 11, 2019 10:23:29
Submitted On: Wednesday May 29, 2019 14:17:49
Submitted By: Benjie Schoenrock
Email: bschoenrock@varitech-industries.com
Transaction #: 159dcca3-0cf3-430f-ae38-ab3141d450ad
Submitter's IP Address: 216.168.94.154

Specifications

Proposer Identity & Authorized Representatives

| Line Item | Question | Response * |
|-----------|---|---|
| 1 | Proposer Legal Name (and applicable d/b/a, if any): | VariTech Industries, Inc. |
| 2 | Proposer Address: | 501 East Cliff Road Burnsville, MN 55337 |
| 3 | Proposer website address: | www.varitech-industries.com |
| 4 | Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer): | Matthew Loeffler Vice President of Products and Engineering 501 East Cliff Road Burnsville, MN 55337 952-707-1342 mloeffler@forceamerica.com |
| 5 | Proposer's primary contact for this proposal (name, title, address, email address & phone): | Benjamin Schoenrock Product Manager 4115 Minnesota Street Alexandria, MN 56308 320-759-7388 bschoenrock@varitech-industries.com |
| 6 | Proposer's other contacts for this proposal, if any (name, title, address, email address & phone): | None |

Company Information and Financial Strength

| Line Item | Question | Response * |
|-----------|--|--|
| 7 | Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services. | <p>VariTech Industries, Inc. is a wholly owned Subsidiary of FORCE America. VariTech Industries is an entity based in Alexandria, MN. FORCE America, including its Subsidiaries, acts as a private organization. VariTech Industries has been a company for 25 years. FORCE America as a company has nearly 400 employees and has been in business for over 65 years and is 100% Employee Owned. FORCE America and its companies, including its entities, are incorporated and chiefly located out of Burnsville, MN. VariTech's core competencies are delivering first class snow and ice control equipment to its customers that want to increase snow fighting efficiencies while providing the best level of service possible to the motoring public. These are the things we have been delivering and are actively delivering today.</p> <p>VariTech holds the same core values as our parent company, FORCE America INC. Our core values are all about the customer. We put the customer on top of the pyramid and adhere to the "customer, customer, customer" motto that our previous CEO ingrained into the company 20+ years ago. Our mission statement: "To create a business model that perpetually grows to serve the customer and ensures FORCE America stands the test of time". We provide top rate products and our customer service is 2nd to none.</p> <p>The VariTech story goes back to 1994 when our founder, Ed Kephart, was approached by the Minnesota DOT to develop a salt brine production system that would convert conventional rock salt into a salt brine solution that could be used for liquid deicing. After many attempts at perfecting this production process we were able to introduce the first commercial salt brine production system for use in generating salt brine for highway deicing. Since being acquired by FORCE America in April of 2000, we have become a recognized leader in the snow/ice industry providing a wide range salt brine production systems, chemical blending systems, liquid storage and application equipment.</p> |
| 8 | Provide a detailed description of the products and services that you are offering in your proposal. | <p>Our proposal will include our full line of Salt Brine Production Systems, liquid deicer chemical blending systems, transfer pump stations, and single wall and double wall storage tanks. With everything noted above, Sourcewell members will be able to adopt a "rock to roadway" program. In other words, we offer every piece of equipment needed to turn a grain of rock salt into salt brine and have it ready for roadway application. Users will be able to make the salt brine, store the salt brine, and transfer the salt brine into their truck mounted application tanks. Our systems are offered in simple manual configurations up to and including powerful automated systems that include precision operation, data logging, and system security to name a few. This balance of manually operated systems to automatically operated systems is something that no other vendor can supply to Sourcewell members.</p> |

| | | |
|----|--|---|
| 9 | What are your company's expectations in the event of an award? | Our expectations in the event of an award are fairly simple. We want to forge a relationship with Sourcewell in an effort to mutually grow our business. With the growing popularity of the Sourcewell platform and the national demand for liquid deicing equipment we are confident that we can grow our business in areas that are core to our product offering. |
| 10 | Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. | VariTech Industries, Inc. is a wholly owned subsidiary of FORCE America, Inc. Please see the attached copy of our Dun&Bradstreet report for verification of our financial strength. |
| 11 | What is your US market share for the solutions that you are proposing? | Since 1994, VariTech has installed over 2,000 salt brine production systems and related equipment in 46 states, throughout Canada, and in South America. These installations have been to local, State, and Federal government agencies as well as school districts and universities at the core. It is safe to say that our market share is well over 50% of the systems that have been installed the last 25 years. In fact, many of our competitors have only recently joined this category. |
| 12 | What is your Canadian market share, if any? | Our Canadian market share is roughly 5%. |
| 13 | Has your business ever petitioned for bankruptcy protection? If so, explain in detail. | No we have not. |
| 14 | How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party? | b) A majority of the equipment offered in this proposal is equipment that we have manufactured ourselves. The only exception to this is the storage tank product where we are master distributors in the snow and ice market. As mentioned in other questions we are unique in that we have a direct sales team out in the field through FORCE America, our parent company. We have 30 outside sales people who can sell the VariTech line of products. We have a direct relationship with them as we speak/email them on a daily if not hourly basis. We also utilize the inside sales team at the 13 different FORCE America locations across the Country. These are not VariTech employees but they are FORCE America employees, but we all (FORCE America, PreCise MRM, VariTech Industries and Atlanta Power Train) fall under the FORCE America Inc umbrella. In addition to our own employees, we have a distribution network that can assist us with sales, installation, and training in all of the lower 48 states and throughout Canada. |
| 15 | If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP. | Not applicable |
| 16 | Provide all "Suspension or Disbarment" information that has applied to your organization during the past ten years. | We have never been suspended or disbarred |
| 17 | Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services. | Liquid prewet systems Liquid anti-ice systems Liquid deicing systems Chemical blending systems Liquid transfer systems |

Industry Recognition & Marketplace Success

| Line Item | Question | Response* |
|-----------|--|---|
| 18 | Describe any relevant industry awards or recognition that your company has received in the past five years | In September of 2017, VariTech was chosen to participate in a training video for Clear Roads. Clear Roads is a national research consortium focused on rigorous testing of winter maintenance materials, equipment and methods for use by highway maintenance crews. This video was made in an effort to bring national exposure to liquid only plowing routes to various government agencies that have not experimented with liquid deicers. Of the salt brine production equipment manufacturer's in the United States, VariTech was the only one chosen based on industry history and expertise. Our Product Manager, Benjamin Schoenrock, was chosen by this group as the industry equipment expert in the areas of salt brine production and it's related application. |
| 19 | What percentage of your sales are to the governmental sector in the past three years | Roughly 95% of our business over the past 3 years has been municipal based either directly or sold through a truck equipment reseller. |
| 20 | What percentage of your sales are to the education sector in the past three years | Less than 1% of our business has been in the education sector in the past 3 years. |
| 21 | List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years? | Arizona DOT - \$35,000 Minnesota DOT - \$1,400,000 Tennessee DOT - \$1,200,000 Texas DOT - \$1,200,000 North Carolina DOT - \$4,800,000 Kentucky DOT - \$30,000 Pennsylvania DOT - \$82,000 Virginia DOT - \$107,000 Vermont DOT - \$93,000 North Carolina Sheriff's Association - \$0 |
| 22 | List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years? | We do not hold any GSA contracts. |

References/Testimonials

Line Item 23.

| Entity Name* | Contact Name* | Phone Number* |
|--------------------------|---------------|---------------|
| City of Eden Prairie, MN | Mike Schmidt | 952-949-8534 |
| City of West Fargo, ND | Eric Hanson | 701-433-5449 |
| Alaska DOT | Bruce McNeil | 907-539-7073 |

Top Five Government, Education or Non-profit Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

| Entity Name | Entity Type* | State / Province* | Scope of Work* | Size of Transactions* | Dollar Volume Past Three Years* |
|--------------------|--------------|---------------------|---|--|---------------------------------|
| North Carolina DOT | Government | North Carolina - NC | Provide salt brine production, storage, and application systems. | Approximately 50 sprayers and 10 salt brine production systems per year. | \$4,800,000 |
| Wisconsin DOT | Government | Wisconsin - WI | Provide salt brine production, brine blending, and storage systems. | Approximately 6 complete salt brine production, blending, and liquid storage systems. | \$1,400,000 |
| Minnesota DOT | Government | Minnesota - MN | Provide salt brine production, storage, and application systems. | Approximately 20 storage tanks, 5 brine makers, and 20 sprayers per year. | \$1,400,000 |
| Texas DOT | Government | Texas - TX | Provide salt brine production and application systems. | Approximately 30 sprayers and 5 salt brine production systems per year. | \$1,200,000 |
| Tennessee DOT | Government | Tennessee - TN | Provide salt brine production and application systems. | Approximately 10 salt brine production systems and 100 application systems of various sizes. | \$1,200,000 |

Ability to Sell and Deliver Service to Sourcewell Members

Describe your company's capability to meet the needs of Sourcewell Members across the US, and Canada if applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

| Line Item | Question | Response* |
|-----------|--|--|
| 25 | Sales force. | VariTech utilizes FORCE America Inc's outside sales team and inside sales personnel. FORCE America has 30 outside sales reps across the Country that sell the VariTech line of products. All outside reps are trained on VariTech and every quarter VariTech provides webinars to the team(s) to go over new products/enhancements/services/etc. The majority of our outside sales force sells into the Municipal market so getting into Municipal customers to discuss the contract and the program shouldn't be too difficult for our team. We also utilize the FORCE America inside sales team(s) that are located within all 14 services centers across the Nation. VariTech is based in Alexandria, MN and we have 15 full time employees at this location. Product Manager, inside sales/technical support, field service staff, production and order fulfillment staff are located at this location. Being part of FORCE America we utilize their (FORCE America paid employees) accounting teams, marketing teams, information technology, and engineering teams to facilitate all the day to day operations that encompass VariTech. FORCE America INC, based out of Burnsville, MN has nearly 400 full time employees. |
| 26 | Dealer network or other distribution methods. | The VariTech distribution method is largely scaled to sell direct to the end user (customer). Typically we sell direct and we bill direct which encompasses roughly 70% of our current business model. VariTech does also distribute to Truck Equipment Dealers. What we mean by that is when a Municipality orders a new truck they purchase through a TED (Truck Equipment Dealer) they may call out a VariTech system to be installed in that truck so we sell to the TED which in turn sells back to the end user. This would make up roughly the remaining 30% of our business. We have a distribution network that can assist us with sales, installation, and training in all of the lower 48 states and throughout Canada. |
| 27 | Service force. | From a service standpoint, all of our outside FORCE America sales team members and our FORCE America Field Service technicians know how to troubleshoot, install and service our products. Below you will find locations of all of our service centers: Atlanta, GA Bismark, ND Charlotte, NC Chicago, IL Columbus, OH Dallas, TX Denver, CO Fort Dodge, IA Kansas City, MO Milwaukee, WI Minneapolis (Burnsville), MN Olive Branch, MS Philadelphia, PA Salt Lake City, UT Sales/service is one in the same for VariTech. We not only sell the products but we provide the service to ensure our customers are taken care of which is why all of us involved at VariTech know how to sell, install and troubleshoot our products. |
| 28 | Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises. | All of our customer service calls are initially directed to the VariTech facility in Alexandria, MN. Often times we are able to fulfill any calibration, troubleshooting, or technical needs over the phone and through an email exchange of documentation. In the event we need to dispatch a field service technician, we will work with our nearest service center for that support which likely occurs within 24 hours. Additionally our 14 sales and service centers across the US serve as local support in the event a customer needs help or inventory. |
| 29 | Identify any geographic areas that you will NOT be fully serving through the proposed contract. | We will service any location in North America. |
| 30 | Identify any Sourcewell Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract? | We will service any Sourcewell member in North America. |
| 31 | Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories. | No restrictions would apply to members in Hawaii, Alaska, or US Territories. |

Marketing Plan

| Line Item | Question | Response ¹ |
|-----------|--|--|
| 32 | Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response. | <p>FORCE America has a broad marketing strategy the ties directly into promoting the Sourcewell contract. Following are the basic elements of FORCE America's marketing plan including our subsidiaries of PreCise MRM, VariTech Industries and Atlanta Powertrain.</p> <p>a) Trade Shows – FORCE America exhibits at over 60 trade shows annually promoting products and services to various market segments, with a specific emphasis on government entities. Many of these shows are national in presence and include the Public Works Expo (PWX), National Truck Equipment Association show, American Public Works Association show for snow and the International Fluid Power Expo (IFPE). We also participate in local and regional shows participating in local branches of APWA, NFPA and IFPS. Specific to Sourcewell, FORCE America and VariTech will promote the products availability in Sourcewell and as allowed to promote the benefits of buying through the association.</p> <p>b) Printed Literature – FORCE America and VariTech manages hundreds of different pieces of printed literature that range from product brochures, case studies and technical papers. Specific to Sourcewell, our team will make printed literature available in both print and electronic format for the products and services under contract. Sample Marketing literature will be included.</p> <p>c) Web Presence – FORCE America, PreCise MRM and VariTech Industries have an up to date, modern web presence to help our customers and partners navigate product decisions and get technical background on our portfolio. Our web sites have all been made to be mobile friendly and easily navigable. Where allowed and appropriate, our team would promote the availability of Sourcewell products under contract.</p> <p>d) Social Media – VariTech and FORCE America maintains a presence on social media including FACEBOOK, LinkedIn, YouTube, Wikipedia and Twitter. These interactions are important to appeal to all generations and stay plugged into the media our customers, partners and employee owners want to stay connected with. We utilize these resources to promote FORCE America presence at trade shows and career fairs, introduce new products and services and promote success stories and best practices in the markets we serve. FORCE America would promote Sourcewell within our social media outlets as appropriate.</p> <p>e) Advertising – VariTech Industries has invested quite heavily in advertising for new products, events and other purpose driven content. If appropriate, we would include Sourcewell products and services in targeted, deliberate efforts.</p> <p>f) Direct Marketing – FORCE America does some direct marketing in the form of printed materials and some electronic email. Our direct marketing generally centers around specific location events, products and promotions. Where appropriate, we would promote Sourcewell here as well.</p> <p>g) Sales – FORCE America, PreCise MRM and VariTech all have dedicated inside and outside sales teams who provide unmatched service and support to our customers trying to solve complex issues and opportunities. Our people and the relationships they have with our customers and partners is the backbone of our business and marketing. Our entire sales team consists of experience liquid specialists that are well versed in our applications. This presence associated with Sourcewell contract provides significant buying power and solving complex technical issues.</p> <p>h) National Sales Meeting - we have invited Sourcewell to present at our National Sales Meeting in June 2019 in Burnsville, MN. The goal is to continually educate everyone within our business on how to sell the benefits of a Sourcewell contract. The discussion in June will center around our sister companies (PreCise MRM) Sourcewell contract and we would keep this tradition with the VariTech contract if we are given an award.</p> |
| 33 | Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness. | <p>FORCE America has invested quite heavily in a new ERP system based on Microsoft Dynamic AX. This system is intended to help interconnect our 18 distribution and manufacturing locations to each other and our customers. A major component of the ERP system is business intelligence reporting which incorporates internal corporate data with external data sources to include customer relationship management data (CRM), market data and prospect lists originating from our large presence at trade shows and involvement with industry alliances such as the National Fluid Power Association and the America Public Works Association. As previously described, FORCE America is active within Social Media primarily to promote our company brand and appeal to the next generation of customers and partners.</p> |

| | | |
|----|---|---|
| 34 | In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process? | <p>In our view, if VariTech is awarded this contract via Sourcewell, it is not up to Sourcewell to promote the contract but it is the role of VariTech to promote the contract. This would be an opportunity to reach out to every Sourcewell member and let them know about our line of products and services that could be purchased via this contract. If Sourcewell promotes the contract to its members by sending email blasts letting them know of new approved vendors that would go a long way for VariTech as it would be "free" marketing so to speak. We know that Sourcewell prints off a booklet that is distributed Nationally of Sourcewell awarded contracts, we know Sourcewell promotes digitally and electronically to its members. VariTech would not expect anything additional in regard to promotion other than what Sourcewell currently does for its list of vendors who have been awarded contracts.</p> <p>If Sourcewell awards VariTech a contract we will actively "train/teach" our sales team on what this means and how to get in touch with Sourcewell members in their respective territories. A majority of our outside FORCE America sales team specializes in the Municipal market. Being able to get in touch with the appropriate contacts within the member locations will not be a hard task for our team as we do this daily. We will train our team on what being a member of Sourcewell means (award contract member) and the prices associated with purchasing off of this agreement. Ultimately the customer will determine what they want to purchase...including the quantity. It is our job to show the customer the avenues in which they can purchase...we still have to sell our services/products as we understand there will be multiple vendors awarded.</p> <p>Given the Sourcewell award for our PreCise MRM division, Sourcewell has already actively trained much of our sales team and this team is well versed in managing a Sourcewell contract. We fly the Sourcewell flags at trade shows and include Sourcewell in pertinent marketing pieces so the expansion of the VariTech product line will be seamless.</p> |
| 35 | Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it. | <p>Yes, our products are available through EDI and other methods. Additionally, our e-commerce platform will be going live in 2020.</p> |

Value-Added Attributes

| Line Item | Question | Response* |
|-----------|---|---|
| 36 | Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell Members. Include details, such as whether training is standard or optional, who provides training, and any costs that apply. | Any and all Sourcewell members who acquire VariTech products are eligible for installation and training services. This are standard services that VariTech provides to all customers. VariTech employees provide installation and training assistance directly over the phone and there is not any cost associated with this. Should onsite installation and training be required we would coordinate this with the FORCE America field service team. Depending on the size and scope of the installation project and the number of attendees for training, these services are quoted on a time and material basis and generally never exceed \$5,000. |
| 37 | Describe any technological advances that your proposed products or services offer. | Our automated products use industry leading technology through various sensors, meters, and valving. Our salt brine production equipment includes toroidal conductivity sensing technology which provides precision brine salinity measurement. All of the metering valves included in our automated salt brine production and blending systems are controlled using a PID control loop. PID control technology allows for the finest in valve positioning which offers accurate, repeatable outputs time after time. All of our flowmeters are of a magnetic style design. What this means is no internal components which relates to years of dependable use. All of our wiring connections are made using IP rated connectors which are mandatory for this highly rugged environment. |
| 38 | Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each. | Our products are sold specifically for the end user to do more with less. This means using less salt and introducing alternative chemicals to help prevent the over application of salt into our environment. The use of salt brine will typically generate a 30% salt savings at a minimum. Our business is involved heavily in recycling our plastic tanks with a local company that melts the plastic down and forms sheet material to be used in many other industries. Some of this recycled plastic is actually introduced back into our systems. All of our storage tanks have the option of being a double walled tank. These tanks offer the EPA required 110% secondary containment in areas that require this equipment. |
| 39 | Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors. | All of our control panels are designed using UL 508A criteria. |
| 40 | Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response. | Excenture Business Solutions who is our partner in the State of Ohio is certified as a minority business enterprise through the South Central Ohio Minority Supplier Development Council, which serves as a chapter of the National Minority Supplier Development Council. |
| 41 | What unique attributes does your company, your products, or your services offer to Sourcewell Members? What makes your proposed solutions unique in your industry as it applies to Sourcewell members? | VariTech is a wholly owned subsidiary of FORCE America INC. The companies that make up FORCE America INC are FORCE America, PreCise MRM, VariTech Industries and Atlanta Powertrain. The unique attribute that we have that nobody else has is that we have the can leverage all of our companies when working with any Municipal customer. We have a single source vendor mentality meaning that you can get everything you need from one location and it will be supported by that location. We support our customers end to end. One of the other unique values that we can provide to the Sourcewell members is to open the doors to other products and services that FORCE America provides such as: electronic spreader controls, hydraulic valves, liquid tanks, PTO's, pumps, hose kits, etc. Most importantly, we are 100% employee owned so each and every one of us has a vested interest in our success and the success of our customers. |
| 42 | Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada. | We are willing and able to service any customer throughout Canada. All of our Canadian customers would work through our exclusive Canadian distributor who has locations in Vancouver, Edmonton, Calgary, Toronto, Montreal, and Halifax. |

Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

| Line Item | Question | Response * |
|-----------|--|--|
| 43 | Do your warranties cover all products, parts, and labor? | All of our products are covered for a period of 12 months against defects in materials and workmanship. Any warranty claims for labor need to be approved by VariTech prior to completion. |
| 44 | Do your warranties impose usage restrictions or other limitations that adversely affect coverage? | No they do not. The only disclaimer here would be that the equipment must be maintained per VariTech's recommendations to apply for warranty consideration. I.e.: End of year maintenance must be performed. |
| 45 | Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs? | If onsite repair is deemed necessary these expenses would be included. |
| 46 | Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair? | There are no geographic restrictions. All warranty repairs would be handled by the field service team at VariTech Industries or one of the 14 FORCE America service centers. |
| 47 | Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer? | VariTech will cover the warranty for any other manufacturers' component on our systems. |
| 48 | What are your proposed exchange and return programs and policies? | If a product is deemed to be defective, the customer will be given an RMA number to return the defective product. Once the defective product is received by VariTech, a new unused component will be sent out immediately for replacement. |
| 49 | Describe any service contract options for the items included in your proposal. | Fall start up and spring shut down is available on any of our products. This would include any necessary calibration, tune-ups, and training. |

Payment Terms and Financing Options

| Line Item | Question | Response * |
|-----------|--|---|
| 50 | What are your payment terms (e.g., net 10, net 30)? | Net 30 days |
| 51 | Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions? | Yes, we may offer extended terms or early payment discounts that can be negotiated on a case by case basis. |
| 52 | Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders. | Sourcewell will be loaded into the VariTech Microsoft Dynamics AX ERP under its own label. This will allow VariTech to load all pricing, products, and VariTech/Sourcewell customers to be quoted, tracked, processed, and billed/invoiced all from the same software interface. All customer processes will flow through VariTech eliminating the need for other entities to process Sourcewell/Member PO's. Having all this data will ensure the quarterly calls with the Sourcewell will go smooth and the transparency of the business as it relates to the Sourcewell and the Member contracts is all tracked and managed accordingly. |
| 53 | Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process? | Yes we do and there are no additional charges. |

Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

| Line Item | Question | Response * |
|-----------|---|---|
| 54 | Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response. | For all items in this submission we are using a list price with discount model. On the attached pricing spreadsheet you will see a list price along with a discounted net price to Sourcwell members only.. |
| 55 | Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range. | All items in this submission will have a 50% discount off of list pricing for Sourcwell members only. |
| 56 | Describe any quantity or volume discounts or rebate programs that you offer. | Quantity discounts are available and will be handled on a case by case basis depending on the size and options of the brine equipment chosen. |
| 57 | Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request. | For sourced items we would work on a cost plus percentage method which will be quoted on a case by case basis. |
| 58 | Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer. | The only ownership costs NOT included in our pricing (less freight) are the optional services that are offered for fall start-up or spring shutdown. These are non-mandatory services that are optional. |
| 59 | If freight, delivery, or shipping is an additional cost to the Sourcwell Member, describe in detail the complete freight, shipping, and delivery program. | FORCE America/ VarTech is able to ship PP&A or on the customers account, whichever way the Customer feels is the best tariff/service combination for them. FORCE America works directly with a 3rd party logistics provider – eShipping, and have very advantageous rates with most major LTL providers. In addition we do have FedEx Ship Manager and UPS World Ship at each of our locations. Should VariTech ship FOB Warehouse to the customer and shipping is invoiced, we are happy to provide shipping details to prove the most cost effective decision was made per the customers timeline and shipment arrival request. |
| 60 | Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery. | For Alaska and Hawaii we have the above mentioned programs. For Canada, Mexico or any other offshore moves we work through a world renowned brokerage service – Savino Del Benne. We can also offer DHL services |
| 61 | Describe any unique distribution and/or delivery methods or options offered in your proposal. | VariTech as a FORCE America company has access to the best shipping programs with multiple shippers throughout the country. We will do all we can to ensure shipping cost are managed at the highest level for the members of the Sourcwell. FORCE America along with eShipping negotiates some very good LTL tariffs which is 99% of our trucking costs. We are currently working with UPS parcel to negotiate a new program with them. |

Pricing Offered

| Line Item | The Pricing Offered in this Proposal is: * | Comments |
|-----------|---|----------|
| 62 | c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments. | |

Audit and Administrative Fee

| Line Item | Question | Response * |
|-----------|--|---|
| 63 | Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. | VariTech will implement the following process to ensure Member pricing, as well as complete and full administrative fee payment is received by the Sourcewell <ul style="list-style-type: none"> * All customers who enter into the contract with VariTech through the Sourcewell will be entered into the Microsoft Dynamics AX portion of our ERP under the newly assigned Sourcewell category. <ul style="list-style-type: none"> o This will ensure correct pricing, billing, and tracking of the member as well as quarterly reviews and payments due the Sourcewell per the administrative fee. o Having Sourcewell loaded into the Microsoft Dynamics AX system will allow us to easily see, manage, send reports to Sourcewell for quarterly business review calls. |
| 64 | Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.) | VariTech will pay the Sourcewell a Two (2%) percent administrative fee on all sales completed and signed through the Sourcewell-VariTech contract. <ul style="list-style-type: none"> * Fee paid quarterly * Payment sent within five (5) business days post quarterly revenue review with Sourcewell |

Industry Specific Questions

| Line Item | Question | Response * |
|-----------|---|--|
| 65 | What environmental impacts or benefits do your products provide? | <p>Salt usage - by implementing salt brine and blended liquids there is a minimum reduction of 30% of granular salt usage. This is paramount in our stewardship duties of protecting our vegetation and the lakes, rivers, and streams that surround us.</p> <p>Sand usage - by using salt brine and blended chemicals, the use of sand or "grit" is virtually eliminated. This means no more clogged catch basins with now contaminated material that have been exposed to roadway contaminants. In addition, vehicle emission are reduced by eliminating the need for a fleet of street sweepers to collect last years material application. Lastly, dust and airborne particles are greatly reduced benefiting the overall health of animals and humans alike.</p> <p>Safer roadways - it has been proven that the use of liquid deicers leads to fewer roadway fatalities and minimizes the impact of roadway shutdowns in extreme weather events.</p> |
| 66 | Describe the results of any reliability or durability testing on the equipment or products included in your proposal. | All of our tanks are molded using ASTM D-1998 standards. This equates to a typical life cycle of 10 years. |
| 67 | If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract. | <p>Sales - all Sourcewell sales will be tracked in our system to gauge the success of the contract.</p> <p>DPPM - our quality team will monitor all Sourcewell supplied products to insure the supplied systems are meeting the quality standards of Sourcewell customers.</p> <p>Customer surveys - we will offer customer surveys to compile real data to confirm that our overall customer experience meets the expectations of Sourcewell members.</p> |

Exceptions to Terms, Conditions, or Specifications Form

Line Item 67. **NOTICE:** To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

| Contract Section | Term, Condition, or Specification | Exception or Proposed Modification |
|------------------|-----------------------------------|------------------------------------|
| | | No exceptions taken |
| | | |
| | | |
| | | |
| | | |

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Financial Strength and Stability - 09-788-9422 FORCE America.pdf - Tuesday May 28, 2019 14:55:28
- Marketing Plan/Samples - APWA Reporter May 2019 Full Page VariTech Industries_.pdf - Wednesday May 29, 2019 09:08:32
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information (optional)
- Pricing - VariTech Industries, Inc - Sourcewell RFP#052919 - Contract Pricing Spreadsheet.pdf - Wednesday May 29, 2019 14:17:04
- Additional Document (optional)

Proposers Assurance of Comp

PROPOSER ASSURANCE OF COMPLIANCE

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell member agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The contents of the Proposer's proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer and will not be communicated to any such persons prior to the official opening of the proposals.
4. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted and included with the Proposer's Proposal.
5. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
6. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation.
- Matthew Loeffler, Vice President of Products and Engineering

The Applicant declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Applicant foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

| File Name | I have reviewed the below addendum and attachments (if applicable) | Pages |
|--|--|-------|
| Addendum_1_Salt_Brine_RFP#052919 Fri May 10 2019 09:19 AM | <input checked="" type="checkbox"/> | -- |

Certificate of Membership

This certificate entitles you to purchase from competitively solicited contracts. You will save time and money by using Sourcewell contracts, while buying the quality products you want from nationally recognized vendors.

Together, we are Sourcewell.

Our membership team is ready to help you every step of the way. Contact us for more information.

Sourcewell 

Sourcewell-mn.gov

877-585-9706

City of Elko

Member # 85569



Dr. Chac Coquette, PhD, Executive Director/CEO

August 12, 2019

City of Elko
Dennis Strickland
1751 College Ave
Elko NV 89801

City of Elko Member Number: 85569

Dennis:

Welcome to Sourcewell!

You can now choose from thousands of goods and services already on cooperative contracts. We've competitively solicited and awarded contracts to hundreds of nationally recognized vendors on your behalf. As a Sourcewell member, you'll save time and money just by using our contracts, and it's as quick and easy as filling out a purchase order. Go to www.sourcewell-mn.gov to start browsing our most current list of vendors. All the information you need is found under the Cooperative Purchasing tab at the top, including a step-by-step guide on how to use our contracts, and where to find the documents to satisfy your own procurement process.

At Sourcewell, we value our relationship with you, our member. We are intentionally operating under a new brand with a new website because we want to make it easier for you to find us and to find the products and services you need. If you have any questions, our membership team is ready to advise you every step of the way by email or on the phone.

Together, we are Sourcewell!

membership@sourcewell-mn.gov 877-585-9706

Proposal Opening Record

Date of opening: May 29, 2019

Sourcewell posted Request for Proposal #052919, for the procurement of SALT, BRINE, ANTI-ICING, OR DE-ICING AGENTS, AND BRINE PRODUCTION AND STORAGE SYSTEMS, on the Sourcewell Procurement Portal [portal.sourcewell-mn.gov] on Thursday, April 11, 2019, and the solicitation remained in an open status within the portal until May 29, 2019, at 4:30 pm CT. The RFP required that all proposals be submitted through the Sourcewell Procurement Portal no later than 4:30 pm CT on May 29, 2019, the date and time specified in the Solicitation Schedule.

The undersigned certify that all responses received on Request for Proposal #052919 were submitted through the Sourcewell Procurement Portal, and that each Proposer's response material was digitally sealed upon submission and remained inaccessible until the due date and time specified in the Solicitation Schedule.

Responses were received from the following:


Cargill Salt - received 5/27/19 at 6:16:42 PM

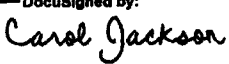
Enduraplas – received 5/10/19 at 3:26:24 PM

Henderson Products, Inc. – received 5/28/19 at 4:49:46 PM

VariTech Industries, Inc. – received 5/29/19 at 2:17:49 PM

The Proposals were opened electronically, and a list of all Proposers was made publicly available in the Sourcewell Procurement Portal, on May 29, 2019, at 4:33:17 PM. All responsive proposals were then submitted for review by the Sourcewell Evaluation Committee.

DocuSigned by:

6830543C68384D1...
Kim Austin, Procurement Lead Analyst

DocuSigned by:

8EE63AEDED5F48E...
Carol Jackson, Procurement Analyst

Sales Quotation



VariTech Industries Inc.
 A subsidiary of FORCE America, Inc.
 501 East Cliff Road
 Burnsville, MN 55337
 (952) 707-1300

QUOTE
 QT060-1011499-4
DATE
 9/18/2019
PAGE
 2 OF 4

SOLD TO
 000638
 City Of Elko - NV
 1751 College Avenue
 Elko NV 89801
 USA

SHIP TO
 7541
 City Of Elko
 1751 College Avenue
 Elko NV 89801
 USA

Expiration Date: 9/6/2019
Customer Ref.: Sourcewell Contract Pricing
Customer P/O:
Customer Contact: Dennis Strickland
Payment Terms: Net 30 days
Created By: Paul Tollefson
Sales Rep: Tollefson, Paul S
F.O.B.: Alexandria, MN

Ship From: VariTech Industries Inc
 Site 160
 4115 Minnesota Street
 Alexandria MN 56308
 USA

NOTES

| | PRODUCT / DESCRIPTION | QTY | U/M | PRICE | EXTENSION |
|---|---|-----|-----|-----------|-----------|
| 1 | 1087602 Sb600 Brine Boss Ready System With Cast Iron Pump VAR MODEL SB600-BB-C | 1 | EA | 12,800.00 | 12,800.00 |
| 2 | 1087661 Rev. B 90 GPM Transfer station can be wired for 115 or 230v and includes: -Galvanized frame. -Bronze pump head. -15' of 2" suction hose. -20' of 1-1/2" recirculation line. -25' of 1-1/2" discharge line. VAR TS250 TRANSFER STAND | 1 | EA | 2,760.40 | 2,760.40 |
| 3 | 1085373 6500 Gal Captor Tank - 1.5 Sg Vertical Storage Tank SNY TAN6500CCS-15 | 1 | EA | 18,586.67 | 18,586.67 |
| 4 | 1085319 2" Captor Transition Ftg (does Not Include Fitting) Necessary for Double Wall Storage Tank SNY TAN-200TRANS-FTG | 1 | EA | 444.17 | 444.17 |

Continued



VariTech Industries Inc.
 A subsidiary of FORCE America, Inc.
 501 East Cliff Road
 Burnsville, MN 55337
 (952) 707-1300

Sales Quotation

QUOTE #: QT060-1011499-4
CUSTOMER: 000638
DATE: 9/18/2019
PAGE: 3 OF 4

| | PRODUCT / DESCRIPTION | QTY | U/M | PRICE | EXTENSION |
|---|---|-----|-----|----------|-----------|
| 5 | 1085313 2" Fth Ss Bolted Tank Ftg New Style Epdm Gasket SNY TAN-200BOLT-SS | 2 | EA | 217.50 | 435.00 |
| 6 | 1100020 Rev. A Freight, Estimated Charges for Quotation FR-EST | 1 | EA | 3,850.00 | 3,850.00 |

Unless Otherwise Noted, Prices Do Not Include Freight

Accepted By: _____

Date: _____

| | |
|---------------------------|--|
| MERCHANDISE TOTAL: | |
| MISC CHARGE: | |
| TAX: | |
| QUOTE TOTAL: | |

Questions about your order? Contact us by phone at 888-208-0686 or email us at sales@varitech-industries.com

www.forceamerica.com

**VARITECH INDUSTRIES, INC.
TERMS AND CONDITIONS**

Acceptance: These Terms and Conditions shall govern all contracts for the sale of any goods to Buyer by VariTech Industries, Inc. and/or its subsidiaries and divisions (collectively "Seller"). These Terms and Conditions shall control over any conflicting terms and condition set forth in any request for quotation, purchase order, confirmation or other transaction document submitted to Seller by Buyer.

Delays in Delivery: Seller shall not be responsible for any delay in delivery of goods to Buyer due to fires, strikes, riots, Acts of God, government orders or restrictions, delays in transportation delays by suppliers or materials or parts, inability to obtain necessary labor or other causes beyond Seller's control. In the event of such delay, the delivery date shall be extended for a reasonable period of time.

Damage or Loss in Transit: All risk of loss shall pass to Buyer at the time of delivery of the goods. Delivery of the goods to any carrier shall constitute delivery of the goods to Buyer, regardless of which party retained or hired the carrier.

Warranties: Seller warrants that any goods sold by Seller to Buyer shall be free from defects in material and workmanship for a period of one (1) year from the date of delivery. THIS WARRANTY SHALL BE THE SOLE AND EXCLUSIVE WARRANTY MADE BY SELLER TO BUYER. SELLER HEREBY DISCLAIMS ANY IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Exclusive Remedy: If within the aforementioned one-year warranty period, any goods sold by Seller are proven by Buyer to be defective to Seller's reasonable satisfaction, then such defective goods shall be repaired or replaced, at Seller's sole option. THIS REMEDY SHALL BE THE SOLE AND EXCLUSIVE REMEDY AVAILABLE TO BUYER. BUYER SHALL NOT, UNDER ANY CIRCUMSTANCES, BE ENTITLED TO RECOVER ANY INCIDENTAL, CONSEQUENTIAL OR CONTINGENT DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS.

Payment: Buyer shall pay Seller's invoices within thirty (30) days of receipt. Buyer agrees to pay interest to Seller on any past-due amounts at the rate of 18% per year.

Security Interest: To secure payment of Seller's invoices, Buyer hereby grants Seller a security interest in all goods sold by Seller to Buyer. Buyer hereby authorizes Seller to file financing statements on behalf of Buyer to perfect Seller's security interest. In the event Buyer fails to timely pay Seller for any goods sold to Buyer, Seller may proceed, at its option, to utilize the remedies available to a secured party under Article 9 of the Uniform Commercial Code.

Freight Terms: All sales made by Seller to Buyer shall be F.O.B. Seller's Distribution Center.

Returned Goods: Goods may only be returned by Buyer with Seller's prior authorization and consent. Only unused goods in original containers of current design will be considered for return. Specially manufactured, custom or modified goods shall not be returnable. Buyer shall pay all transportation charges for any goods accepted for return by Seller. Buyer shall also pay a restocking charge equal to 15% of the original price of any goods accepted by Seller for return.

Taxes and Other Charges: Buyer shall be responsible for paying any taxes, duties, fees, or other charges imposed by any governmental entity based upon Buyer's purchase of any goods from Seller.

Legal Action: These Terms and Conditions and the terms of any contract for the sale of goods by Seller to Buyer shall be governed by and construed in accordance with Minnesota law. Any action relating to or arising out of any contract for the sale of goods by Seller to Buyer shall be venued in state or federal court in Minnesota. Buyer consents to the personal jurisdiction of Minnesota courts and waives any defense that venue in Minnesota is in any manner inconvenient. Buyer shall pay all attorney fees, costs and disbursements incurred by Seller in collecting any amounts due from Buyer, enforcing these Terms and Conditions and/or enforcing the terms of any contract for the sale of goods by Seller to Buyer. Any legal action by Buyer against Seller relating to or arising out of any contract for the sale of goods by Seller to Buyer shall be brought within one (1) year after the delivery of the goods or be forever barred.

**Elko City Council
Agenda Action Sheet**

1. Title: **Consideration and possible ratification of Staff's decision to approve additional costs of \$11,507.41, above the previously approved \$100,000 force account for the Sports Complex Construction, and to consider increasing the force account for the Sports Complex Construction up to \$125,000.00, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **October 8, 2019**
3. Agenda Category: **APPROPRIATION**
4. Time Required: **10 Minutes**
5. Background Information: **At their meeting on April 24, 2018, Council authorized the use of a force account for the construction of the Sports Complex in the amount of \$100,000. Two significant recent change orders for electrical issues have increased the total additional expenses for the Sports Complex to \$111,507.41. At the direction of the Assistant City Manager, Staff has approved these change orders to keep the project moving forward, and now asks the City Council to ratify that decision. Additionally, Staff is requesting that the Council consider increasing the force account to \$125,000 to cover any additional minor items that may be discovered as we conclude construction. Currently, the total additional costs for the project are only 1.2% of the original contract amounts. BT**
6. Budget Information:

Appropriation Required: **\$25,000.00**
Budget amount available: **\$31,346.47**
Fund name: **Sports Complex**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Budget and change order spread sheets.**
9. Recommended Motion: **Move to ratify the decision of Staff to approve additional costs of \$11,507.41, above the previously approved \$100,000 force account for the Sports Complex Construction, and to increase the force account for the Sports Complex Construction up to \$125,000.**
10. Prepared By: **Bob Thibault, Civil Engineer**
11. Committee/Other Agency Review: **none**
12. Council Action:
13. Council Agenda Distribution: **none**

Miscellaneous expenses

| Expense | Date | Amount |
|---------------------------------|------------|--------------------|
| Credit Card | 6/4/2018 | \$67.84 |
| Free Press Invitation to bid | 6/19/2018 | \$177.36 |
| MGB+A | 6/30/2018 | \$1,670.00 |
| NDEP Temp Discharge | 7/2/2018 | \$250.00 |
| NDEP Application | 7/9/2018 | \$2,000.00 |
| Lostra Towing | 8/22/2018 | \$160.00 |
| Credit Card | 10/2/2018 | \$62.70 |
| MGB+A | 9/30/2018 | \$900.00 |
| Building Permit | 10/3/2018 | \$16,309.48 |
| Hansen Alen & Luce Pump Grading | 10/30/2018 | \$426.30 |
| Shanks Scoreboard Design | 10/31/2018 | \$2,250.00 |
| MGB+A | 10/31/2018 | \$7,510.00 |
| MGB+A | 10/31/2018 | \$350.00 |
| MGB+A | 11/30/2018 | \$1,085.00 |
| MGB+A | 11/30/2018 | \$800.00 |
| MGB+A | 12/31/2018 | \$5,515.00 |
| MGB+A | 1/31/2019 | \$4,607.50 |
| NDEP Working in Waterway Permit | 3/5/2019 | \$250.00 |
| Credit Card | 2/5/2019 | \$274.73 |
| MGB+A | 5/31/2019 | \$150.00 |
| Shanks Engineering | 7/16/2019 | \$375.00 |
| Temporary Irrigation Field 1 | 9/20/2019 | \$2,916.52 |
| Total | | \$48,107.43 |

Sports Equipment

| Expense | Date | Amount |
|------------------------------|------------|---------------------|
| True Pitch | 8/15/2018 | \$25,470.00 |
| BSN Sports | 8/30/2018 | \$49,748.86 |
| Sports Field Specialties Inc | 9/19/2018 | \$48,836.50 |
| Donnelley Sports Inc | 11/30/2018 | \$21,490.00 |
| Donnelley Sports Inc | 11/30/2018 | \$770.00 |
| Pacific Steel | 1/31/2019 | \$600.00 |
| Total | | \$146,915.36 |

SPORTS COMPLEX OVERALL BUDGET

2018 Funding

| | |
|---------------------------|-----------------------|
| Starting funding for 2018 | \$7,755,573.42 |
|---------------------------|-----------------------|

2018 Costs

| | |
|--|---------------------|
| Phase 1 construction | \$6,781,517.00 |
| NV Energy | \$47,413.00 |
| Sports Equipment | \$146,915.36 |
| Testing AM Engineering | \$65,671.25 |
| Historic Management | \$72,283.00 |
| 404 Management | \$65,588.00 |
| Sports Light Poles | \$641,258.00 |
| PSA Konakis Engineering Effluent Management Plan | \$15,400.00 |
| Remaining Balance | -\$80,472.19 |

2019 Funding

| | |
|--|-----------------------|
| Reimbursement from Water and Sewer (See breakdown below) | \$545,855.00 |
| Pennington | \$2,100,000.00 |
| Remaining balance from 2018 | -\$80,472.19 |
| Total 2019 Funding | \$2,565,382.81 |

2019 Costs

| | |
|---|--------------------|
| Fence Construction | \$96,624.00 |
| Comfort Station | \$888,888.00 |
| Parking Lot | \$1,273,337.50 |
| Entrance sign | \$24,802.00 |
| Seeding future areas | \$50,000.00 |
| Kitchen equipment | \$35,625.00 |
| PSA Wood Environmental | \$5,145.00 |
| Total Change Orders and additional costs From all contracts | \$111,507.41 |
| Miscellaneous Cost (from sheet 2) | \$48,107.43 |
| Remaining Funds | \$31,346.47 |

Reimbursement from Water and Sewer Breakdown

| | |
|--|---------------------|
| Water Fund (relocate main for sports complex) | \$294,225.00 |
| Sewer Fund (Sports Complex Reuse Line) | \$24,250.00 |
| Sewer Fund (RR Bore/River Crossing/Line Extension) | \$227,380.00 |
| Total Reimbursement | \$545,855.00 |

SPORTS COMPLEX CHANGE ORDERS

Phase 1

| Number | Description | Amount |
|--------|--|--------------|
| 1 | Additional Days for ground water | \$0.00 |
| 2 | Rock Bedding for Storm Drain | -\$11,276.30 |
| 3 | Overexcavation for sewer pipe | \$4,510.00 |
| 4 | Drainage outlet modifications | Void |
| 5 | Additional stub in sewer manhole | \$1,300.00 |
| 6 | Storm drain relocation due to fence conflict | \$14,720.00 |
| 7 | Drainage swales | \$5,000.00 |
| 8 | Electric Manhole | -\$2,597.00 |
| 9 | Sports Lighting | \$72,489.00 |
| 10 | Pump House Valves | \$6,181.00 |
| 11 | Scoreboard Installation | \$20,856.00 |
| 12 | 2" Irrigation to wetlands | below |
| 13 | Overexcavate scoreboards | \$1,935.00 |
| 14 | Reconstruct Storm Drain around sports lights | \$9,775.00 |
| 15 | Reconstruct Electrical Conduit | \$2,005.30 |
| 16 | Weather days | \$0.00 |
| 17 | Weather Days | \$0.00 |
| 18 | Main Power Feed to Comfort Station | \$21,874.00 |
| 19 | Power to Pump Station | \$13,377.10 |

handled as a quantity change

Phase 1 Change Order Total \$160,149.10

Bid quantity changes

| item # | Description | increase/decrease | unit price | Amount |
|--------|-------------------------------|-------------------|------------|---------------|
| 19 | 2" Irrigation to Wetlands LF | 476 | \$12.00 | \$5,712.00 |
| 29 | Sedge and Rush seedlings EA | -29,200 | \$5.00 | -\$146,000.00 |
| 33 | 24" drainage structure per EA | 1 | \$4,800.00 | \$4,800.00 |
| 35 | 10" storm drain pipe, per LF | 241 | \$90.00 | \$21,690.00 |
| 36 | 12" Storm Drain Pipe, per LF | 307 | \$110.00 | \$33,770.00 |
| 37 | 18" Storm Drain Pipe, per LF | 58 | \$95.00 | \$5,510.00 |
| 38 | 24" Storm Drain Pipe, per LF | 215 | \$115.00 | \$24,725.00 |
| 39 | 30" Storm Drain Pipe, per LF | 44 | \$145.00 | \$6,380.00 |
| 40 | 42" Storm Drain Pipe, per LF | -8 | \$215.00 | -\$1,720.00 |
| 42 | Drainage inlets EA | 1 | \$2,900.00 | \$2,900.00 |
| 44 | Rip-Rap SY | 30 | \$90.00 | \$2,700.00 |
| 48 | Sewer manholes EA | -1 | \$6,900.00 | -\$6,900.00 |
| 49 | 12" Sewer Pipe LF | -5 | \$88.00 | -\$440.00 |
| 50 | 8" Sewer Pipe LF | -10 | \$80.00 | -\$800.00 |
| 51 | 12" Water Pipe LF | -3 | \$115.00 | -\$345.00 |
| 54 | 2" Water Service Line LF | -22 | \$63.00 | -\$1,386.00 |
| 58 | Remove 12" Water Line LF | 350 | \$16.00 | \$5,600.00 |

Bid Quantity Changes -\$43,804.00
Phase 1 Total additional costs \$116,345.10

Parking Lot

| Number | Description | Amount |
|--------|---|--------------|
| 1 | Cement Treated Subgrade | void |
| 2 | Remove and Relocate Existing Catch Basin | \$6,000.00 |
| 3 | Replace Structural Fill with Aggregate Base | -\$51,902.55 |

Parking Lot Change Order Total -\$45,902.55

Comfort Station

| Number | Description | Amount |
|--------|-----------------------------|-------------|
| 1 | Change Metal Roof | \$9,635.00 |
| 2 | Additional Concrete Slab | \$16,835.00 |
| 3 | overex and rebar for floors | \$7,756.00 |
| 4 | overex breezeway slab | \$6,838.86 |

Comfort Station Change Order Total \$41,064.86

Total Additional Costs for all Contracts \$111,507.41

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval of a request from the Elko Police Department to enter into an agreement with ARC Health & Wellness to perform annual physical fitness exams on all sworn personnel, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **October 8, 2019**
3. Agenda Category: **APPROPRIATION**
4. Time Required: **5 Minutes**
5. Background Information: **Sworn personnel at the Elko Police Department are required to have an annual physical fitness exam per NRS 617.457. ARC Health & Wellness has been the service provider for the Elko Police Department for the past 5 years and is currently a service provider for the State of Nevada Purchasing Division for public safety physical fitness exams. ARC Wellness has proposed a price increase as well as other changes. EPD has the opportunity to participate in the Joinder Provision Agreement with the County of Washoe, Nevada. BR**
6. Budget Information:

| | |
|--------------------------|---------------------|
| Appropriation Required: | \$ |
| Budget amount available: | \$22,000.00 |
| Fund name: | General Fund |
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **ARC Health & Wellness Medical Services Contract #3086-19.**
9. Recommended Motion: **Approve a request from the Elko Police Department to enter into a Joinder Provision Agreement with ARC Health & Wellness to perform annual physical fitness exams on all sworn personnel.**
10. Prepared By: **Police Chief Ben Reed, Jr.**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution:

Joinder Provision of Washoe County's Medical Services Contract # 3086-19

In June of 2019, Gilbert, Gaetke and Associates of Nevada, MD, LTD and ARC Health & Wellness Centers, LLC (collectively referred to as ARC Health & Wellness Centers) were awarded the **Employee Medical Services contract with Washoe County**. This Contract included a Joinder Provision whereby other local government agencies may exercise this joinder provision to obtain the Occupational Health Services stipulated in Contract # 3086-19 with the authorization ARC Health & Wellness Centers.

“Joinder Provision” of Washoe County's - Medical Services Contract # 3086-19

Page 48 of RFP # 3086-19

Section B29

B29 USE BY OTHER GOVERNMENT ENTITIES (JOINDER PROVISION)

In accordance with the provisions of NRS 332.195, unless otherwise stipulated under the exception section of the proposal response, other local government agencies may join in a resultant contract from this RFP with the permission of the successful proposer. Within the scope of this RFP, the County shall be held harmless in any and all transactions between the successful proposer and other participating governmental entities.

NRS 332.195 Joinder or mutual use of contracts by governmental entities.

1. Except as otherwise provided in this section:
 - (a) A governing body or its authorized representative and the State of Nevada may join or use the contracts of local governments located within or outside this State with the authorization of the contracting vendor. The originally contracting local government is not liable for the obligations of the governmental entity which joins or uses the contract.
 - (b) A governing body or its authorized representative may join or use the contracts of the State of Nevada or another state with the authorization of the contracting vendor. The State of Nevada or other state is not liable for the obligations of the local government which joins or uses the contract.
2. A governing body or its authorized representative or the State of Nevada shall not join or use a contract pursuant to this section if a contractor's license issued pursuant to [chapter 624](#) of NRS is required for any portion of the work to be performed under the contract.

ARC Health & Wellness Centers (ARC) hereby invites your Public Entity to exercise this joinder provision and offer ARC's services under Washoe County's Medical Services Contract # 3086-19 to include all prices listed in the contract with consideration given to volume and scheduling.



Contract # 3086-19
Joinder Provision Agreement

Term:

Contract Term is July 1, 2019 – June 30, 2022 with two additional one (1) year renewal options.

Pricing:

Pricing as listed on this Joinder Agreement is effective January 1, 2020 – June 30, 2024

Payment Term: Net 45


Cancellation of Agreement:

Either party may cancel this agreement anytime *without* cause, penalty, charge or sanction on with written notice to the other party of their intent to terminate the agreement. In the event of cancellation, payment for all services rendered is due within 30 days.

Signatures:

This Joinder Agreement is hereby executed the date the Public Entity listed below and becomes effective the date of this agreement.

ARC Health & Wellness Centers:

BY:  09/27/2019
Paul W. Granstrom, President Date

Public Entity Enacting Joinder Provision:

_____ *Public Entity Name*

Authorized Representative: _____
Printed Name

BY: _____
Signature Date

New Pricing Structure under the Joinder Provision Summary

Our new pricing structure goes into effect January 1, 2020 and is valid through June 30, 2024.

We are honored to continue to serve your Public Entity for the next four and half years under this new pricing structure. We hereby invite you to enact the Joinder Provision of our new contract with Washoe County.

To simplify the changes to the pricing I'll break out the current rate structure versus the new rate structured.

| NRS / NAC 617 | Old Rate | New Rate | Increase Amount |
|-------------------------|-----------------|-----------------|------------------------|
| Under 40 | \$306.64 | \$365.00 | \$58.36 |
| Over 40 | \$379.39 | \$450.00 | \$70.61 |
| Prehire Under 40 | \$357.08 | \$415.00 | \$57.92 |
| Prehire Over 40 | \$429.83 | \$500.00 | \$70.17 |
| Mobile Fee | \$125.00 | \$135.00 | \$10.00 |

Notable changes in pricing:

TB Testing (PPD) – was \$4.85, increased to \$25.00 (increase of \$20.15)

Comments: The cost of PPD serum skyrocketed (increased by 7x) and inventory is in short supply.

Physician Exam – was \$77.72, increased to \$100.00 (increase of \$22.28)

Comments: Increase in cost of doing business.

Two view Chest X-Ray – was \$38.80, increased to \$43.00 (increase of \$4.70)

Comments: Increase due to AB130, new regulations involving licensure.

Questions or Further Clarification needed:

If you have any questions or need further clarification, please reach to myself or Mike Poehlman (mike@arhealthandwellness.com) at (775) 745-9323.

*We look forward to continuing to be your specialized medical resource for all your **New Recruit, Annual Medical/Physical Assessment, Return to Duty, Termination** of your Public Safety members as mandated under NRS / NAC 617.*

Sincerely,



Paul Granstrom
President
ARC Health & Wellness

Cost Summary (joinder provision Washoe Contract # 3086-19)
7/1/2019 - 7/1/2021, plus two (2) one year extensions



Annual NRS / NAC 617 Heart & Lung Examination

| Under 40 - NRS / NAC 617 - Heart & Lung Exam | | Over 40 - NRS / NAC 617 - Heart & Lung Exam | |
|---|------------------|---|------------------|
| | Cost | | Cost |
| Heart and Lung Physical Exam (¹ denotes included in cost) | \$ 100.00 | Heart and Lung Physical Exam (¹ denotes included in cost) | \$ 100.00 |
| Vision Screening¹ | \$ - | Vision Screening¹ | \$ - |
| Medical History Form¹ | \$ - | Medical History Form¹ | \$ - |
| Blood Pressure Monitoring¹ | \$ - | Blood Pressure Monitoring¹ | \$ - |
| Urinalysis¹ | \$ - | Urinalysis¹ | \$ - |
| Physician's Report of Results Form & OD Forms | \$ 15.00 | Physician's Report of Results Form & OD Forms | \$ 15.00 |
| Audiometry with interpretation (air conduction or pure tone test) | \$ 25.00 | Audiometry with interpretation (air conduction or pure tone test) | \$ 25.00 |
| Hepatitis C Screening* | \$ 30.00 | Hepatitis C Screening* | \$ 30.00 |
| Chest X-Ray (Dual View) includes radiologist over-read | \$ 43.00 | Chest X-Ray (Dual View) includes radiologist over-read | \$ 43.00 |
| Coronary Risk II (CBC + Chem. Panel + Lipid Panel) | \$ 40.00 | Coronary Risk II (CBC + Chem. Panel + Lipid Panel) | \$ 40.00 |
| Per-Cent Body Fat (BMI Method) / Waist Circumference | \$ 7.00 | Per-Cent Body Fat (BMI Method) / Waist Circumference | \$ 7.00 |
| Resting EKG | \$ 40.00 | Stress EKG | \$ 125.00 |
| Pulmonary Function Test | \$ 40.00 | Pulmonary Function Test | \$ 40.00 |
| TB Skin Test | \$ 25.00 | TB Skin Test | \$ 25.00 |
| Total - Under 40 Heart & Lung Exam | \$ 365.00 | Total - Over 40 Heart & Lung Exam | \$ 450.00 |

Mobile Medical Fee Per Member (On-Site Services) \$ 135.00

Optional Tests / Letter (in conjunction with Annual Physical)

| | |
|--|-----------|
| OSHA Respirator Questionnaire / Clearance Letter | \$ 10.00 |
| CDL Paperwork - Department of Transportation | \$ 45.00 |
| Ambulance Attendance Certification | \$ 15.00 |
| Hemoglobin A1C | \$ 35.00 |
| HazMat Blood (Ar, Cd, Hq, Pb & Zpp) or 24 Hour Urine | \$ 150.00 |
| Ultrasound Screening (Carotid, Aortic, Thyroid - Non Diagnostic) | \$ 100.00 |

| <u>Vaccines:</u> | |
|--|-----------|
| Hepatitis A Vaccine (per dose - normally a series of two) | \$ 75.00 |
| Hepatitis B Vaccine (per dose - normally a series of three) | \$ 60.00 |
| Twinrix Vaccine (combo Hep A and B - normally a series of three) | \$ 105.00 |

| <u>Confirmation Charges on Hepatitis Positive*</u> | |
|--|-----------|
| Hep A - Hep A IgM | \$ 40.00 |
| Hep B Ag - Neutralization Assay | \$ 175.00 |
| Hep C - HCV RIBA | \$ 70.00 |

Rates are identical to the ARC Health & Wellness contract with the Washoe County Agreement # 3086-19 - Occupational Health Services

*Cost Summary (joinder provision Washoe Contract # 3086-19)
7/1/2019 - 7/1/2021, plus two (2) one year extensions*



Prehire - NRS / NAC 617 Heart & Lung Examination

| Prehire Under 40- NRS / NAC 617 - Heart & Lung Exam | | Prehire Over 40 - NRS / NAC 617 - Heart & Lung Exam | |
|--|------------------|--|------------------|
| | Cost | | Cost |
| Heart and Lung Physical Exam (¹ denotes included in cost) | \$ 100.00 | Heart and Lung Physical Exam (¹ denotes included in cost) | \$ 100.00 |
| Vision Screening¹ | \$ - | Vision Screening¹ | \$ - |
| Medical History Form¹ | \$ - | Medical History Form¹ | \$ - |
| Blood Pressure Monitoring¹ | \$ - | Blood Pressure Monitoring¹ | \$ - |
| Urinalysis¹ | \$ - | Urinalysis¹ | \$ - |
| Physician's Report of Results Form & OD Forms | \$ 15.00 | Physician's Report of Results Form & OD Forms | \$ 15.00 |
| Audiometry with interpretation (air conduction or pure tone test) | \$ 25.00 | Audiometry with interpretation (air conduction or pure tone test) | \$ 25.00 |
| Hepatitis Profile Screening* (Immunity to Hep A,B / Infection A,B,C) | \$ 80.00 | Hepatitis Profile Screening* (Immunity to Hep A,B / Infection A,B,C) | \$ 80.00 |
| Chest X-Ray (Dual View) includes radiologist over-read | \$ 43.00 | Chest X-Ray (Dual View) includes radiologist over-read | \$ 43.00 |
| Coronary Risk II (CBC + Chem. Panel + Lipid Panel) | \$ 40.00 | Coronary Risk II (CBC + Chem. Panel + Lipid Panel) | \$ 40.00 |
| Per-Cent Body Fat (BMI Method) / Waist Circumference | \$ 7.00 | Per-Cent Body Fat (BMI Method) / Waist Circumference | \$ 7.00 |
| Resting EKG | \$ 40.00 | Stress EKG | \$ 125.00 |
| Pulmonary Function Test | \$ 40.00 | Pulmonary Function Test | \$ 40.00 |
| TB Skin Test | \$ 25.00 | TB Skin Test | \$ 25.00 |
| Total - Under 40 Heart & Lung Exam | \$ 415.00 | Total - Over 40 Heart & Lung Exam | \$ 500.00 |

Optional Tests / Letter (*in conjunction with Prehire Physical)

| | |
|--|-----------|
| POST Paperwork | \$ 15.00 |
| Urine Drug Screen (Non DOT with MRO Review) | \$ 34.00 |
| OSHA Respirator Questionnaire / Clearance Letter* | \$ 10.00 |
| CDL Paperwork* (in conjunction with Heart and Lung Physical) | \$ 45.00 |
| Ambulance Attendance Certification | \$ 15.00 |
| Hemoglobin A1C | \$ 35.00 |
| HazMat Blood (Ar, Cd, Hq, Pb & Zpp) or 24 Hour Urine | \$ 150.00 |
| Ultrasound Screening (Carotid, Aortic, Thyroid - Non Diagnostic) | \$ 100.00 |

Vaccines:

| | |
|--|-----------|
| Hepatitis A Vaccine (per dose - normally a series of two) | \$ 75.00 |
| Hepatitis B Vaccine (per dose - normally a series of three) | \$ 60.00 |
| Twinrix Vaccine (combo Hep A and B - normally a series of three) | \$ 105.00 |

Confirmation Charges on Hepatitis Positive*

| | |
|---------------------------------|-----------|
| Hep A - Hep A IgM | \$ 40.00 |
| Hep B Ag - Neutralization Assay | \$ 175.00 |
| Hep C - HCV RIBA | \$ 70.00 |

Rates are identical to the ARC Health & Wellness contract with the Washoe County Agreement # 3086-19 - Occupational Health Services

WASHOE COUNTY REQUEST FOR PROPOSAL NO. 3086-19

MEDICAL SERVICES

The Cost Appendix "Exhibit A"



SUBMITTED BY:

**ARC HEALTH & WELLNESS CENTERS, LLC
2205 GLENDALE AVENUE, SUITE 131
SPARKS, NV 89431**

A handwritten signature in black ink, appearing to read "Paul Granstrom", is positioned above a horizontal line.

**Paul Granstrom, President
PH: (775) 846-3413**

April 19, 2019

EXHIBIT 6

The Cost Appendix (Exhibit A) - 13.7

Exhibit A - Fee Schedule

| Type of Examination | Cost per Exam |
|---|---------------|
| Pre-Employment Examination with Stress Treadmill | \$ 849.00 |
| Pre-Employment Examination without Stress Treadmill | \$ 779.00 |
| Panel One (1) Annual Examination with Two (2) View Chest X-ray | \$ 400.00 |
| Panel One (1) Annual Examination without Two (2) View Chest X-ray | \$ 357.00 |
| Panel Two (2) Annual Examination with Chest X-ray without EKG | \$ 360.00 |
| Panel Two (2) Annual Examination with Chest X-ray with EKG | \$ 400.00 |
| Panel Two (2) Annual Examination without Chest X-ray and EKG | \$ 317.00 |
| Panel Two (2) Annual Examination without Chest X-ray and with EKG | \$ 357.00 |
| Panel Three (3) Annual Examination with Chest X-ray and Treadmill | \$ 485.00 |
| Retirement Testing | \$ 395.00 |
| Clandestine Physical | \$ 270.00 |

| Misc. Services Separate from Pre-Employment/Annual Exams | Cost per Test, Screen, Shot, or Hour |
|--|--------------------------------------|
| Audiogram with Interpretation | \$ 35.00 |
| Urine/Drug | \$ 34.00 |
| PSA | \$ 25.00 |
| Hepatitis A Vaccine – Two (2) shot series – cost per shot | \$ 75.00 |
| Hepatitis B Vaccine – Three (3) shot series – cost per shot | \$ 60.00 |
| Hepatitis A/B Combination – cost per shot | \$ 105.00 |
| Hepatitis Titer A, B, C Blood Tests: | \$ 70.00 |
| Hepatitis A (screen antibody) | \$ 35.00 |
| Hepatitis B (screen antigen) | \$ 25.00 |
| Hepatitis B (screen antibody) | \$ 25.00 |
| Hepatitis C (screen antibody) | \$ 30.00 |
| Hepatitis Panel A, B, C (Hepatitis Profile Infection A,B,C and Immunity to A & B) | \$ 80.00 |
| Travel time for on-site shot(s) - two (2) hours allowed per visit | \$50.00 per hour |
| Physical Exam and Vital Signs | \$ 100.00 |
| Spirometry – Breathing Test | \$ 50.00 |
| TB Skin Test | \$ 25.00 |
| Quantiferon- Gold TB Test | \$ 80.00 |
| Quantiferon – Blood Test | \$ 80.00 |
| Blood Lead (Not Serum) Blood Test | \$ 150.00 |
| Zinc Protoporphyrin (ZPP) Blood Test | \$ 60.00 |
| Lab Tests (Chem Panel+UA+CBC+Lipid Panel) | \$ 50.00 |
| Resting EKG | \$ 60.00 |
| Stress Treadmill EKG (read by Physician) | \$ 185.00 |
| Stress Treadmill EKG (read by Cardiologist) | \$ 307.00 |
| Two (2) View Chest X-ray (Radiologist Review) | \$ 43.00 |
| Department of Transportation Physical for CDL License (if separate from Annual Physical) | \$ 90.00 |
| Medical Consultation - cost per hour | \$ 200.00 |
| Testifying Fee (See Appendix A12.1) – cost per hour | \$ 200.00 |
| OSHA Respirator Questionnaire & Clearance Letter | \$ 35.00 |

| | | |
|--|----|-------------------|
| Basic Lifting Evaluation | \$ | 15.00 |
| Physical Capacity Evaluation (conducted by PT) | \$ | 90.00 |
| Prostate Specific Antigen (PSA Test) | \$ | 25.00 |
| Psychological Evaluation (MMPI-2-RF) | \$ | 295.00 |
| Other (describe service) | | See Attachment #1 |

Note: Fee Schedule service cost includes completion and return of all required medical forms and reports to the County.

ATTACHMENT I – SUPPLEMENTARY COST SCHEDULE

| Additional Services if requested | Cost |
|---|-----------|
| Confirmation Charges on HIV and Hepatitis (if Positive) | |
| Hep A - Hep A IgM | \$ 40.00 |
| Hep B Ag - Neutralization Assay | \$ 175.00 |
| HIV 1/2 Differentiation | \$ 70.00 |
| HCV Verification | \$ 386.00 |
| Respirator Clearance Exams | |
| Respiratory Fit Test (Quantitative or Qualitative) | \$ 30.00 |
| OSHA Respirator Questionnaire | \$ 25.00 |
| Pulmonary Function Test | \$ 40.00 |
| Respirator Clearance Letter | \$ 10.00 |
| Department of Transportation/CDL Exams | |
| DOT Examinations | \$ 45.00 |
| DOT Paperwork | \$ 45.00 |
| Drug and Alcohol Testing | |
| DOT Urine Drug Screen | \$ 39.00 |
| Non DOT Urine Drug Screen | \$ 34.00 |
| DOT Breath Alcohol Test | \$ 25.00 |
| Non DOT Breath Alcohol Test | \$ 25.00 |
| Breath Alcohol Confirmation (if positive) | \$ 15.00 |
| Individual Test Pricing (Not part of Heart and Lung Physical) | |
| Audiometry with interpretation (air conduction or pure tone test) | \$ 35.00 |
| Chest X-Ray (Single View) | \$ 60.00 |
| Chest X-Ray (Dual View) includes radiologist over-read | \$ 70.00 |
| Coronary Risk II (CBC + Chem. Panel + HDL + LDL) | \$ 50.00 |
| Resting EKG | \$ 60.00 |
| Stress EKG (Graded Exercise Test) | \$ 185.00 |
| TB Skin Test | \$ 25.00 |
| Nicotine Test (Cotinine Only) with Quant Levels | \$ 25.00 |
| Per-Cent Body Fat (BMI Method)/Waist Circumference | \$ 15.00 |
| Pulmonary Function Test | \$ 50.00 |
| Normal Vision screening (Snellen, Far, Near) | \$ 25.00 |
| Venipuncture | \$ 15.00 |
| Vo2 Max Testing conducted by ARC | |
| Cardio Pulmonary Exercise Test - Vo2 Max - Cardiopulmonary Stress Test | \$ 350.00 |
| Vo2 Max Pulmonary Intpretation (Saint Mary's Pulmonary) | \$ 50.00 |
| Ultrasound Screening conducted by ARC | |
| C.A.T. Ultrasound Bundle (<i>Carotid, Aortic, Thyroid - Non Diagnostic</i>) | \$ 100.00 |
| Abdominal - (<i>Liver, Pancreas, Gall Bladder, Kidney - Non Diagnostic</i>) | \$ 75.00 |
| Heart Ultrasound - (<i>Non Diagnostic</i>) | \$ 75.00 |
| Audiology | |
| Full Comprehensive Audiology Exam and Report | \$ 200.00 |
| Cerumen Removal (Ear Lavage) | \$ 75.00 |
| Office Visit | \$ 150.00 |

ATTACHMENT I – SUPPLEMENTARY COST SCHEDULE

| Psychological Screening and Interpretation | |
|---|-----------------------|
| Psychological Evaluation/Consultation/Interview - Pre-hire | \$ 295.00 |
| Psychological Evaluation 1 (Jail/Corrections - Prehire Pysch MMPI-2) | \$ 225.00 |
| Psychological Evaluation 2 (Police - Prehire Pysch MMPI-2) | \$ 295.00 |
| Fitness for Duty – Non-occupational condition or potential workplace violence situation psychological interview, testing and evaluation | \$500.00 - \$750.00 |
| Fitness for Duty – medical evaluation (situations like Officer Involved Shooting, Written Up or Put on Leave with or without Pay, Potential Psychological Condition possible harm to self or others.) | \$500.00 - \$1,300.00 |
| LAQ Test | \$ 50.00 |
| Hourly Rate - (Can be fractionated to actual minutes) | \$ 200.00 |

| Physical Assessment screening (Physical Therapy) | |
|---|-----------|
| Return to work examination | \$ 80.00 |
| Functional Capacity Evaluation (per hour) | \$ 210.00 |
| Musculoskeletal Evaluation | \$ 90.00 |
| Physical Capacity Evaluation | \$ 90.00 |

| Cardiology | |
|---|-------------|
| Office visit- consultation | \$ 350.00 |
| Office visit -New patient comprehensive | \$ 402.00 |
| 24 Hour Holter Monitor Tech and Professional | \$ 188.00 |
| 24 Hour Holter Monitor interpretation | \$ 60.00 |
| ECG Monitor 24 hr w/Scan & Recording | \$ 50.00 |
| Treadmill Stress Test | \$ 307.00 |
| Thallium Single View w/supplies (aka - Cardiolite Stress) | \$ 1,687.00 |
| Echocardiogram complete | \$ 549.00 |
| Catheterize left heart | \$ 3,120.00 |
| Left ventricular angiogram (Anesthesiologist will be extra) | \$ 210.00 |
| Telemetry (including CPT 93288 and 93229) | \$ 800.00 |
| Catheterize Left Heart complete* (Anesthesiologist will be extra) | \$ 3,120.00 |

| Pulmonary Referral | |
|--|-----------|
| New Patient Consult (reviewing ARC findings) | \$ 250.00 |
| Established Patient Consult | \$ 175.00 |
| Complete Pulmonary Function Test | \$ 250.00 |
| Diffusion Study | \$ 125.00 |

| Diagnostic Imaging | |
|---|-------------|
| Firefighter CT (Chest and Abdomen) | \$ 756.00 |
| 2 View Chest X-Ray with B-Reader (Las Vegas only) | \$ 150.00 |
| Mammography | \$ 300.00 |
| PET Scan | \$ 2,675.00 |
| CT Calcium Scoring | \$ 119.00 |
| CT Chest with Contrast | \$ 456.00 |
| CT Chest w/o Contrast | \$ 406.00 |
| Coronary CTA | \$ 456.00 |
| Echo w/Rest & CV Stress | \$ 474.00 |

ATTACHMENT I – SUPPLEMENTARY COST SCHEDULE

| Specialist Billing Fee per Patient Encounter | Cost |
|--|-------------|
| To cover administrative, postage, processing and handling costs. | \$ 25.00 |

| Mobile Medical Fee | Cost |
|---|-------------|
| Charge for physical conducted on site (Monday - Friday 7 AM - 5 PM) | \$ 135.00 |
| Afterhours / Holiday or Weekend Runs (per employee) | \$ 175.00 |

In the event, ARC is asked to provide services that are outside the scope of normal business hours (Mon. - Fri. 7 AM to 5 PM), then ARC can charge an increased mobile fee per Officer Firefighter

| Additional Physician related services | Cost |
|---|-------------|
| Digital Rectal Exam / Hernia Check (Males) | \$ 15.00 |
| Skin Cancer Screening | \$ 15.00 |
| Expanded Physical Dictation <i>(cost in addition to current Physical)</i> | \$ 10.00 |
| Expanded Physical <i>(cost in addition to current Physical)</i> | \$ 25.00 |
| Ambulance Attendance Certification and Physical Bundle | \$ 115.00 |
| Blood Pressure Check | \$ 15.00 |
| Caliper | \$ 10.00 |
| Hand's on Physical / Range of Motion | \$ 15.00 |
| Sleep Study Screening - Non-Diagnostic (Take Home) | \$ 200.00 |

| Medical Paperwork | Cost |
|--|-------------|
| Ambulance Attendance Certification <i>(inconjunction with Physical)</i> | \$ 15.00 |
| Physical Screening Fact Sheet <i>(inconjunction with Physical)</i> | \$ 15.00 |
| FBI Paperwork <i>(in conjunction with Physical)</i> | \$ 15.00 |
| Calendestine Physical Paperwork <i>(in conjunction with Physical)</i> | \$ 15.00 |
| POST Paperwork <i>(inconjunction with Physical)</i> | \$ 15.00 |
| FEMA Nevada Task Force Paperwork <i>(inconjunction with Physical)</i> | \$ 15.00 |
| 14 Essential Tasks Paperwork <i>(inconjunction with Physical)</i> | \$ 15.00 |
| Sleep Apnea Questionnaire <i>(inconjunction with Physical)</i> | \$ 15.00 |
| Lateral Transfer (Dept. to Dept.) Physician Review and Clearance | \$ 50.00 |
| ARC Physician Review and/or Dictation of other Physician's Exam / Testing | \$ 100.00 |

| Additional Lab Testing | Cost |
|---|-------------|
| NMR Blood | \$ 95.00 |
| HAZMAT Blood (As, Cd,Hg, Pb/Zpp) | \$ 150.00 |
| Serum Lead & Zpp Testing | \$ 60.00 |
| Rabies Test | \$ 40.00 |
| Hemocult for Stool Occult Blood (Slide Instant) | \$ 10.00 |
| Hemocult for Stool Occult Blood (Lab Analysis) | \$ 60.00 |
| TSH | \$ 30.00 |
| Cortisol Testing | \$ 24.00 |
| NMP22 BladderChek | \$ 30.00 |
| CA-125 | \$ 65.00 |
| C-Reactive Protein, Cadiac | \$ 45.00 |
| LP-Pla2 | \$ 95.00 |
| Anabolic Steroid Testing | \$ 150.00 |
| Testosterone Screening | \$ 60.00 |

ATTACHMENT I – SUPPLEMENTARY COST SCHEDULE

| Comprehensive Medical Panel - In Office | Cost |
|--|-------------|
| FRC M Panel | \$ 505.89 |
| FRC F Panel | \$ 476.94 |
| NFPA FRC M Panel | \$ 423.24 |
| NFPA FRC F Panel | \$ 394.19 |
| DPS Pre Panel | \$ 580.00 |
| DPS U40 | \$ 400.00 |
| DPS O40 | \$ 482.00 |
| V1 | \$ 520.00 |
| V2 | \$ 200.00 |
| V3 | \$ 385.00 |
| V4 | \$ 470.00 |
| TMC | \$ 485.00 |
| TMP | \$ 614.00 |
| NRS U40 | \$ 365.00 |
| NRS O40 | \$ 450.00 |

| NFPA 1582 | Cost |
|---|-------------|
| SMART Paperwork | \$ 15.00 |
| Sleep Disturbance Apnea Questionnaire | \$ 10.00 |
| Mental Health Screening | \$ 20.00 |
| Chap. 8 Muscular Strength, Endurance & Flexibility Evaluation | \$ 90.00 |

AGREEMENT FOR EMPLOYEE MEDICAL SERVICES

THIS AGREEMENT is made between the County of Washoe (hereinafter referred to as COUNTY) and ARC Health and Wellness Centers (hereinafter referred to as CONTRACTOR).

WITNESSETH

WHEREAS, the COUNTY requires medical services for certain Washoe County and Washoe County Sheriff's Office (WCSO) employees; and

WHEREAS, the CONTRACTOR has the personnel and resources necessary to accomplish the CONTRACT within the required schedule and within the scope of work as set forth in this written agreement and attachments; and,

WHEREAS, the CONTRACTOR and its employees, shall have and maintain the required licenses and/or authorizations pursuant to all federal, State of Nevada and local laws in order to conduct business relative to this CONTRACT.

Now therefore in consideration of the mutual covenants and promises set forth, the Parties to this Agreement agree as follows:

1. MEDICAL SERVICES

CONTRACTOR agrees to provide the following medical services:

- 1.1 Pre-employment medical examinations for prospective sworn employees and designated civilian employees based upon specific job requirements pursuant to NAC 289.110.1(e).
- 1.2 Annual physical examinations for existing sworn employees in compliance with NRS 617.455, NRS 617.457, and NAC Chapter 617.
- 1.3 Administration of Hepatitis A and B vaccinations for designated employees pursuant to NRS 617.485.3(b).
- 1.4 Required medical services as identified in Attachment "A".

2. DURATION OF AGREEMENT

COUNTY agrees to retain and engage CONTRACTOR to perform said services for the period July 1, 2019 through June 30, 2022 unless terminated earlier pursuant to the provisions of Section 9, with (2) two additional one (1) year renewal options, at the discretion of the COUNTY.

3. COMPENSATION AND TIME OF PAYMENT

- 3.1 CONTRACTOR shall submit monthly invoices within five (5) business days of the end of each month for actual services rendered. Each invoice shall have detailed documentation to include the invoice number, patient's full name, service(s) provided, date(s) of service, approved fee amount for each service, and total balance due. Invoices shall be submitted to the following address unless other billing arrangements are approved by the COUNTY:

Washoe County Comptroller
Accounts Payable
1001 E. Ninth Street, Room D-200
Reno, Nevada 89512

- 3.2 CONTRACTOR shall provide all required completed patient forms, reports, and test results to Washoe County Sheriff's Office (WCSO) prior to submission of applicable invoices.
- 3.3 COUNTY agrees to pay CONTRACTOR in accordance with the Attachment "C" Fee Schedule and Attachment "D". These fees will remain firm for the duration of the initial three (3) year contract period. A new Fee Schedule must be presented in writing to the Washoe County Purchasing and Contracts Manager at least forty-five (45) days prior to the expiration of the three (3) year contract period, for the renewal period, and shall provide documentation for the need for any such increase, which is subject to the sole approval of the COUNTY.
- 3.4 Payment shall be rendered within thirty (30) days of invoice receipt by COUNTY to CONTRACTOR for each invoice submitted, unless COUNTY in good faith disputes the invoice in writing within ten (10) days of receiving invoice. Payment by COUNTY of invoices or request for payments shall not constitute acceptance by COUNTY of work performed by CONTRACTOR. If COUNTY disputes invoice, CONTRACTOR shall provide all additional material necessary to substantiate the amount claimed for payment.

4. HOURS OF OPERATION AND SCHEDULING

CONTRACTOR shall maintain normal business hours of operation (Monday – Friday 8:00 a.m. – 5:00 p.m.) for scheduling of County employees.

5. CONTRACTOR RESPONSIBILITIES

- 5.1 The CONTRACTOR has provided the WCSO in writing the primary and alternate contact point to be used during the transition period as well as after contract implementation. This point of contact will be responsible for keeping the WCSO informed of transition progress and be able to respond to WCSO inquiries within two (2) business days. The primary and alternate point of contact shall not be changed without written notification to WCSO.

Primary Contact:
Paul Granstrom
Title: President
Business Cell #: 775-846-3413
Email: Paul@archealthandwellness.com

Secondary Contact:
Wes Granstrom
Title: Chief Executive Officer
Business Cell #: 775-315-5150
Email: Wes@archealthandwellness.com

- 5.2 The CONTRACTOR has provided a medical examiner (Primary Physician) for contact purposes with the Washoe County Human Resources Department and the WCSO. The medical examiner (Primary Physician) shall not be changed without written notification to WCSO

Medical examiner (Primary Physician):
Mark J. Gaetke, MD
Title: Medical Director – ARC Health & Wellness
Email: gaetke@archealthandwellness.com
Phone: 775-331-3361

- 5.3 The CONTRACTOR shall be responsible for providing all labor, materials, equipment, supplies, furniture, and office area(s) required to perform the required medical services.
- 5.4 The CONTRACTOR shall be responsible for notifying the WCSO the location(s) where the various medical services will be provided.
- 5.5 The CONTRACTOR shall provide a private waiting area for WCSO employees receiving medical services under this Agreement.
- 5.6 The CONTRACTOR shall ensure WCSO employees are seen within fifteen (15) minutes of their scheduled appointment and have medical services completed within two (2) hours of their scheduled appointment.
- 5.7 The CONTRACTOR shall complete all required medical services for annual physicals in no more than two (2) appointments. TB reads do not count as an appointment
- 5.8 The CONTRACTOR shall provide written medical reports of pre-employment examinations within five (5) business days of the examination and within ten (10) business days for all other examinations, unless otherwise agreed to on a case-by-case basis.
- 5.9 The CONTRACTOR may be required to provide statistical information regarding medical services provided under this Agreement. This will be a matter for future negotiations between the COUNTY and the CONTRACTOR including any fees, if applicable.

6. WCSO RESPONSIBILITIES

- 6.1 At contract award, WCSO shall designate in writing a primary and alternate point of contact for all matters relative to this contract. WCSO shall provide a written notice to the CONTRACTOR should there be a subsequent change.
- 6.2 WCSO shall notify designated employees who require pre-employment or annual examinations, or other medical services and advise them to contact the CONTRACTOR.
- 6.3 WCSO shall provide all patient forms and reports necessary to perform all required medical services. These will be included in a County Medical Forms and Reports Manual that will be provided to the CONTRACTOR prior to the implementation of this Agreement. The COUNTY shall provide the CONTRACTOR updates to these forms and reports as necessary.

7. MEDICAL GUIDELINES

- 7.1 In completing required medical services, the CONTRACTOR shall utilize a MED-TOX binder titled, "Medical Screening Manual for Law Enforcement Officers", which will be provided by WCSO.

7.1.1 CONTRACTOR shall not sell, rent, lease, loan, give, share, copy or otherwise provide in any way, the MED-TOX binder or the contents thereof to other individuals, public agencies or private businesses without the written consent of COUNTY and MED-TOX Health Services. If the CONTRACTOR has facilities or offices outside Washoe County, this prohibition shall apply to those facilities as well. Upon request by the COUNTY for return of the MED-TOX binder, CONTRACTOR agrees to return same within twenty-four (24) hours.

7.1.2 CONTRACTOR acknowledges and agrees that COUNTY will suffer irreparable harm if CONTRACTOR breaches the provisions of this section. CONTRACTOR fully understands and acknowledges that monetary damages alone will be inadequate to compensate COUNTY for such breach. Accordingly, CONTRACTOR agrees that this Agreement may be enforced by specific performance or other injunctive relief, in addition to any other remedies provided by this Agreement or otherwise available at law or equity.

8. ADA AND GINA REQUIREMENTS

8.1 All medical examinations and determinations must be administered and evaluated in compliance with the American's with Disabilities Act of 1990 including changes made by the ADA Amendments Act of 2008 (P.L. 110-325), which became effective on January 1, 2009 and the Genetic Information Nondiscrimination Act of 2008 (GINA).

9. CANCELLATION OF AGREEMENT

9.1 Either the COUNTY or the CONTRACTOR may cancel this Agreement without cause, penalty, charge, or sanction on ninety (90) days written notice to the other party of their intent to terminate the Agreement.

9.2 COUNTY reserves the right to terminate this Agreement at any time the CONTRACTOR fails to carry out the required services (i.e., breach of contract). However, COUNTY shall agree to give the CONTRACTOR prior notice of any deficiencies in performance, and shall state reasons for the deficiencies if known to COUNTY. If within thirty (30) days after receipt of such notice of deficiencies, the CONTRACTOR fails to cure the conditions stated to be deficient, COUNTY may terminate this Agreement. The following circumstances (including but not limited to) would result in a deficiency notification:

9.2.1 On evidence that CONTRACTOR fails to perform the work required by this Agreement with sufficient personnel and/or equipment to assure services as per this Agreement.

9.2.2 On evidence, in the opinion of the COUNTY, of failure of CONTRACTOR to perform the work suitably (e.g. acceptable to the COUNTY) or neglects or refuses to perform such work as may be rejected as unacceptable or unsuitable.

9.2.3 On evidence that the CONTRACTOR fails to perform, keep, or observe any and all of the terms contained in this Agreement.

9.3 COUNTY shall further reserve the right to cancel this Agreement for cause, and without prior notice and without penalty, charge, or sanction to the COUNTY under the following circumstances:

- 9.3.1 On evidence that CONTRACTOR fails to commence the work as required by this Agreement within the time specified in the Notice to Proceed.
- 9.3.2 On evidence that CONTRACTOR discontinues the prosecution of the work or fails to resume work which has been discontinued within ten (10) business days after notice to do so.
- 9.3.3 On evidence that CONTRACTOR shall be adjudicated as bankrupt, or is in receivership, or has made an assignment to creditors of the CONTRACTOR, or on evidence of any other indication that the financial or legal situation of the CONTRACTOR shall preclude the ability of the CONTRACTOR to continue to operate successfully.
- 9.3.4 Upon notification of delinquency or cancellation of any required insurance coverage held by CONTRACTOR.
- 9.3.5 On evidence that CONTRACTOR allows any final judgment to stand against him unsatisfied for a period of five (5) days.
- 9.3.6 On evidence that CONTRACTOR has come under criminal indictment. If an individual attorney(s) of the CONTRACTOR comes under criminal indictment, they shall be precluded from performing under this Agreement.

10. FUNDING OUT CLAUSE

Notwithstanding any provision of this Agreement to the contrary, each payment obligation of the COUNTY created by this Agreement is conditioned upon the availability of funds that are appropriated or budgeted for the purposes of the Agreement. In the event that the COUNTY has failed to appropriate or budget funds for the purposes specified in the Agreement, or that COUNTY has been required, in its sole judgment, to amend previous appropriations or budgeted amounts to eliminate or reduce funding for the purposes of this Agreement, the COUNTY shall provide reasonable notice of such occurrence, and the Agreement shall be terminated without penalty, charge, or sanction.

11. INSURANCE AND INDEMNIFICATION REQUIREMENTS

The CONTRACTOR agrees to provide legal representation, defend, indemnify, and hold harmless Owner, WCSO, and the employees, officers and agents of OWNER and the WCSO from any claims, legal action, liabilities, damages, or losses that may arise from the performance of this contract.

CONTRACTOR shall adhere to the insurance and indemnification requirements as specified in Attachment "B".

12. STATUS OF CONTRACTOR

The CONTRACTOR shall have the status of an "INDEPENDENT CONTRACTOR," and shall not be entitled to any of the rights, privileges, benefits, and emoluments of either an officer or employee of the COUNTY. COUNTY and CONTRACTOR agrees to the following terms consistent with INDEPENDENT CONTRACTOR status:

- 12.1 CONTRACTOR has the right to perform services for others during the term of this Agreement
- 12.2 CONTRACTOR shall not be assigned a daily work location on COUNTY premises. However, COUNTY may occasionally provide an on-site area for Contractor to provide vaccinations/immunizations or for collection services. COUNTY may also occasionally

provide an area for the CONTRACTOR'S mobile unit to perform physical examinations for new hires, annual, and periodic examinations.

12.3 CONTRACTOR shall perform the services required by this Agreement and CONTRACTOR agrees to the faithful performance and delivery of described services in accordance with required time frames; COUNTY shall not hire, supervise, or pay any assistants to help CONTRACTOR.

12.4 The COUNTY shall not require CONTRACTOR to devote full time to performing the services required by this Agreement.

Further, CONTRACTOR hereby certifies:

12.5 That CONTRACTOR is not an employee of the County, and thereby CONTRACTOR waives any and all claims to benefits otherwise provided to employees of the COUNTY, including but not limited to: medical, dental, other personal insurance; retirement benefits, unemployment benefits, and liability or worker's compensation insurance.

12.6 That CONTRACTOR is licensed or exempted by the State or other political subdivisions to do business in accordance with applicable law.

12.7 CONTRACTOR shall be required to provide the COUNTY with their federal tax I.D. number or social security number in order to receive payment against this Agreement. CONTRACTOR understands that he/she is solely responsible, individually, for federal taxes and social security payments applicable to money received for services provided. CONTRACTOR understands that the COUNTY will file an IRS Form 1099 for all payments received.

13. COMPLIANCE WITH IMMIGRATION AND NATURALIZATION LAWS

CONTRACTOR shall at all times be in compliance with Immigration and Naturalization Laws regarding eligibility of their employees or sub-contractors to work in the United States.

14. TRANSFER OF OWNERSHIP, CHANGE OF NAME, OR CHANGE OF PRINCIPALS

CONTRACTOR agrees that, prior to any sale, transfer, business name change, change in principals, assignment or any other occurrence that alters this Agreement in any way between the CONTRACTOR and COUNTY, they shall notify the Washoe County Purchasing and Contracts Manager of their intent to make said change.

15. SUB-CONTRACTS

The COUNTY must approve, in advance, all sub-contracts entered into by the CONTRACTOR for the purpose of completing the provisions of this Agreement.

16. SEVERABILITY

It is expressly understood and agreed by the CONTRACTOR and COUNTY that in the event any term, covenant or condition in this Agreement is held to be invalid by any court of competent jurisdiction, the invalidity of the term, covenant or condition shall in no way affect any other term, covenant or condition; provided, however, that the invalidity of such term, covenant or condition does not materially prejudice either the CONTRACTOR or COUNTY in their respective rights and obligations contained in the valid terms, covenants or conditions of this Agreement.

17. NONDISCRIMINATION

The CONTRACTOR agrees not to discriminate against any employee or applicant for employment because of race, religion, color, national origin, disability, sex, sexual orientation, or age. Such agreements shall include, but not be limited to, the following: 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. Any violation of such provision by the CONTRACTOR shall constitute a material breach of contract. Further, CONTRACTOR agrees to insert this nondiscrimination provision in all sub-contracts hereunder, except sub-contracts for standard commercial supplies or raw materials.

18. AUDITING

18.1 The CONTRACTOR shall maintain medical examination records in accordance with the State of Nevada and in compliance with the Health Insurance Portability and Accountability Act (HIPAA). Upon contract award, the CONTRACTOR shall retain WCSO employee medical records for a minimum of three (3) years. If the CONTRACTOR is replaced for any reason, the CONTRACTOR shall transfer three (3) years of WCSO employee medical records to the COUNTY at no cost to the COUNTY.

18.1.1 The COUNTY reserves the right to subject all medical examinations to audit or review by COUNTY or external auditors to ensure appropriate procedures and practices have been followed. In the case of an audit, the CONTRACTOR must provide the information requested within fourteen (14) business days to the auditor. Any internal costs to provide this information will be the responsibility of the CONTRACTOR.

18.2 The CONTRACTOR shall maintain a complete set of financial records relating to this Agreement in accordance with generally accepted accounting practices.

18.2.1 CONTRACTOR shall permit COUNTY to inspect and audit all work materials, payrolls, books, accounts, and other financial data and records relating to its performance of this Agreement until the expiration of three (3) years after the final payment is made. Any internal costs to provide this information will be the responsibility of the CONTRACTOR.

19. INTEGRATION

This Agreement including any attachments incorporates the terms and conditions of the original Request for Proposal #3086-19 and the CONTRACTOR'S proposal response as accepted by COUNTY, and it represents the entire understanding of the parties. It may not be altered in any way without the express written consent of both parties.

20. GOVERNING LAW

The laws of the State of Nevada shall govern this Agreement executed between the CONTRACTOR and the COUNTY. Further, the place of performance and transaction of business shall be deemed to be in Washoe County, Nevada, and in the event of litigation, the exclusive venue and place of jurisdiction shall be the State of Nevada, and more specifically Washoe County, Nevada.

21. NOTICES

All written notices required or permitted under this Agreement shall be deemed to have been duly given when mailed postage prepaid, addressed to the designated representative of the respective parties at their address shown or at such other address as either party hereafter may designate in writing from time to time to the other party.

Except as otherwise specified, all notices under this Agreement shall be in writing. Notices to CONTRACTOR shall be addressed to:

ARC Health and Wellness Centers
Attn: Paul Granstrom
2205 Glendale Ave.
Sparks, NV 89431

Notices to COUNTY shall be addressed to:
Washoe County Comptroller
Attn: Mark Stewart
1001 E. Ninth Street, Room D-200
Reno, NV 89512

IN WITNESS WHEREOF, the parties hereto or a representative of either have set their hands and subscribed their signatures as of the date and year indicated.

By: _____
Mark Stewart
Purchasing & Contracts Manager

Date: _____

Contractor:

By _____

Date _____

ATTACHMENT "A"
REQUIRED MEDICAL SERVICES

A1 PRE-EMPLOYMENT MEDICAL EXAMINATIONS

Pre-employment medical examinations are required by NAC 289.110.1(e). In conducting the physical examination, the physician will consider the prospective employee's ability to perform the physical requirements of the job based upon the County's medical guidelines, essential functions, and job analysis information.

1.1 The WCSO Assistant Sheriff or designee shall authorize all referrals to specialists or recommendations for additional testing or treatment determined by the examination in advance. The CONTRACTOR will indicate in writing the risk factor for heart disease (being over 40 or having two or more risk factors) and if the prospective employee will be referred for a treadmill (if the treadmill is not part of the employee's exams).

1.2 The content of the pre-employment examination for sworn employees (civilian employees only require selected tests due to specific job requirements) is as follows:

- 1.2.1 Doctor exam, review of medical history and reports
- 1.2.2 TB Skin Test or Quantiferon-Gold TB Test
- 1.2.3 Spirometry – Pulmonary Function Test
- 1.2.4 Urine drug screen
- 1.2.5 Chem Panel + Lipid Panel + CBC+UA
- 1.2.6 Audiogram with interpretation (including annual reporting)
- 1.2.7 Resting EKG
- 1.2.8 Stress Treadmill for those over age 40, or under age 40 with two or more risk factors for heart disease
- 1.2.9 Vision screening (Bailey-Lovie Wall Chart)
- 1.2.10 Color vision screening: (Plate Test followed by Farnsworth D-15 if necessary)
- 1.2.11 Chest X-ray interpreted by Radiologist
- 1.2.12 Heart-lung medical review letter - if needed
- 1.2.13 Immunization review (Per Center for Disease Control Guidelines Hepatitis Panel A, B, C)
- 1.2.14 Blood pressure monitoring
- 1.2.15 Body Mass Index
- 1.2.16 Percent body fat by electrical impedance test or other approved medical procedure

A2 REPORT OF EXAMINATION RESULTS

For all pre-employment examinations, the physician should translate pertinent medical findings into functional placement data that can be transmitted to the Appointing Authority (hiring department). Functional assessments generally should not contain specific details of medical diagnosis but be in sufficient detail to assist the Appointing Authority in assessing the individual's capability of fulfilling employment requirements. However, it is recognized that exceptions will need to be made since it is often difficult to consider particular accommodations without knowledge of the specifics of the condition and its impact on performance, work hours, and other factors. The Health Status Report has been designed to facilitate this process. Each examined person will be assigned to a status category (1, 2, 3, or 4) on the Health Status Report. Status categories are defined as follows:

- **Status Category 1**

This designation indicates that no medical condition has been identified that conflicts with the individual's ability to safely address the physical demands of the position being applied for or currently held.

- **Status Category 2**

This designation means that the prospective employee was found to have a medical condition that could interfere with the individual's ability to safely perform the essential duties of the position. The physician on the Health Status Report may indicate restrictions. The physician must also reference the medical guideline(s) they reviewed in reaching the recommendation. The Appointing Authority should review these restrictions and functional limitations to determine if such limitations will impose an undue hardship upon the jurisdiction's ability to provide service. The Department of Human Resources and the Primary Physician may need to consult with the Appointing Authority to assess issues of reasonable accommodation.

- **Status Category 3**

This designation indicates that the physician is not willing to make a placement decision without further evaluation, tests, and consultation with the Appointing Authority.

- **Status Category 4**

This designation is for the physician to write in other comments directed to the Appointing Authority regarding the individual's medical status. An example might be that the individual's condition is so severe that the physician cannot recommend placement of the individual into the job.

A3 DRUG SCREENING:

Drug screening is used only during pre-employment medical examinations. The successful proposer is responsible for maintaining the integrity of the specimen collection and transfer process for alcohol and drug screening and the privacy of the prospective employee, and is to avoid any conduct or remarks that might be construed as accusatorial or otherwise offensive or inappropriate.

A4 TESTING EQUIPMENT AND CONDITIONS

- 4.1 Spirometry - will be performed on equipment that meets or exceeds the current standards for National Institute for Occupational Safety and Health (NIOSH), Occupational Safety and Health Administration (OSHA), American Thoracic Society (ATS), and American College of Chest Physicians (ACCP) Standards for Pulmonary Function Equipment. A technician who must have current certification of completion of an approved NIOSH course on Spirometry will perform tests.
- 4.2 Audiology - testing must be performed using a soundproof booth that meets the current requirements as set forth by OSHA. Testing to be conducted by a technician with a current certification for audio logic testing from the Council for Accreditation in Occupational Hearing Conservation (CAOHC). Regular calibration is mandatory and records must be permanently maintained.
- 4.3 Stress Treadmill – A Physician needs to be present.
- 4.4 Far Visual Acuity Screening - is particularly important for the unique job demands of public safety occupations. Vision screening must be performed using a wall chart recommended by the National Academy of Sciences - National Research Council Committee (NAS-NRC) on

Vision Working Group 39. The Bailey-Lovie Wall chart is one of two acceptable wall charts meeting NAS-NRC specifications. Bailey-Lovie wall charts are available from the University of Berkeley, (510) 642-0229 or online at http://optometry.berkeley.edu/opt_txtpp/student_life/ucosa/merchandise/professional_materials.html. Titmus and Ortho-Rater devices do not meet the NAC-NRC specifications and must not be used for vision screening for law enforcement.

- 4.5 Color Vision - is critical for certain COUNTY occupations. Color vision screening must be performed with a clinical test recommended by the National Academy of Science - National Research Council Committee on Vision Working Group 41. Initial testing must be with an approved Pseudoisochromatic Plate Test. Tests that meet these criteria are the Dvorine Pseudo-Isochromatic Plate Test and the Ishihara Plate Test for Color Blindness. Persons failing the initial screening test will be tested using the Farnsworth Dichotomous Test for Color Blindness (Panel D-15). The Farnsworth D-15 is available from Richmond Products (505) 275-2406 or online at http://www.richmondproducts.com/shop/index.php?route=product/category&path=317_321. Titmus and other automated tests for color vision are unacceptable, as they do not meet NAS-NRC specifications for use as screening devices.

4.5.1 Color vision and visual acuity tests must be performed under the standards of illumination as recommended by the manufacturers of the tests.

A5 FORMS/REPORTS:

Prospective and existing employees will be given a physical examination utilizing examination forms specified by the COUNTY. All required forms and reports will be provided by the COUNTY in a Medical Forms and Reports Manual at the Pre-Proposal Conference. This manual will include a Medical History Form (OD-1), a Lung Examination Form (OD-2), an Extensive Heart and Limited Heart Combination Form (OD-3/OD-4), a Hearing Examination Form (OD-5), a MED-TOX Clinical Examination Form, a Public Safety Officer Examination Recap Form, an Annual TB Skin Test Result Report, an Annual Heart-Lung/Corrective Action Response Form, a Patient Information Form, a Health Status Report, an OSHA Respiratory Questionnaire and Clearance Letter, etc.

- 5.1 Documentation of physical examination findings can be important in future workers' compensation proceedings and in evaluating whether any subsequent abnormal findings are related to a preexisting condition. The COUNTY will rely on the CONTRACTOR to clearly document abnormal physical examination findings discovered during the pre-employment medical examination.
- 5.2 Documentation of the medical decision making process is critical. The CONTRACTOR must maintain clear, accurate and retrievable written records regarding the evaluative steps, which were taken in problem cases after the initial medical evaluation was performed. For persons with complex problems, the examining physician should document the basis or rationale for subsequent placement recommendations and decisions.
- 5.3 The CONTRACTOR shall provide written medical reports of pre-employment examinations within five (5) business days of the examination, and within ten (10) business days for all other examinations, unless otherwise agreed to on a case-by-case basis. In emergency situations, a telephone call shall be made within twenty-four (24) hours of the examination. Pursuant to NRS 617.457.10, the examining physician will report in writing any predisposing conditions that may affect employee's benefits or position.

A6 MEDICAL CONSULTATION:

The Primary Physician shall provide medical consultation for the purposes of special medical interpretation of reports and "return to work" slips provided to the COUNTY by other medical

practitioners. It is sometimes necessary that this be accomplished through telephone consultation or facsimile. The Primary Physician shall also be required to perform specialized medical evaluations of those employees whose physical abilities to perform certain job functions may be questionable (fitness for duty examinations, back to work examinations). Such evaluations will be in accordance with the medical guidelines established for the classification. Consultations that may also be requested by the COUNTY include case reviews, case intervention with patient's treating physician or coordination with other consultants performing services for the COUNTY. The Primary Physician shall assist the COUNTY in identifying job modifications or work restrictions for COUNTY employees when necessary.

- 6.1 The COUNTY may require the Primary Physician to provide information to or testify before screening panels or commissions or other administrative bodies regarding specific cases such as medical appeals, reasonable accommodation, and other occupational medical issues.
- 6.2 The COUNTY requires the Primary Physician to refer any employee who does not pass the Heart/Lung portion(s) of the exam to the COUNTY's Risk Management Division within twenty-four (24) hours.

A7 PHYSICAL EXAMINATION REQUIREMENTS FOR EXISTING EMPLOYEES

Annual physical examinations shall be conducted in accordance with the provisions of NRS 617.455 and NRS 617.457 and NAC Chapter 617.

It is preferred that an Occupational Physician perform the Heart/Lung exams also in accordance with NRS 617.455 and NRS 617.457. Occupational and contagious diseases applying to law enforcement are outlined in NRS 617.450, NRS 617.481, NRS 617.485, and NRS 617.487

- 7.1 The following describes the services required for each physical examination panel.
 - 7.1.1 Panel I - Employees under the age of forty (40) with less than five (5) years' service, required annually:
 - 7.1.1.1 Physical examination and vital signs
 - 7.1.1.2 Spirometry - Pulmonary Function Test
 - 7.1.1.3 TB Skin Test or Quantiferon-Gold TB Test
 - 7.1.1.4 Urinalysis
 - 7.1.1.5 Coronary Risk Panel (Chem Panel + CBC + UA + HDL + LDL)
 - 7.1.1.6 Audiogram with interpretation (including annual reporting)
 - 7.1.1.7 Two (2) View Chest X-ray interpreted by a Radiologist – **required every other year on even years**
 - 7.1.1.8 Vision screening (Bailey-Lovie Wall Chart)
 - 7.1.1.9 Heart-lung medical review letter – if needed
 - 7.1.1.10 Blood pressure monitoring
 - 7.1.1.11 Body Mass Index
 - 7.1.1.12 Percent body fat by electrical impedance test or other approved medical procedure
 - 7.1.1.13 Hepatitis C (screen antibody)
 - 7.1.2 Panel II - Employees with more than five (5) years of service, required annually until age forty (40):
 - 7.1.2.1 Physical examination and vital signs
 - 7.1.2.2 Spirometry – Pulmonary Function Test
 - 7.1.2.3 TB Skin Test or Quantiferon-Gold TB Test
 - 7.1.2.4 Urinalysis

- 7.1.2.5 Coronary Risk Panel (Chem Panel + CBC + UA + HDL + LDL)
- 7.1.2.6 Audiogram with interpretation (including annual reporting)
- 7.1.2.7 Two (2) View Chest X-ray interpreted by a Radiologist – **required every other year on even years**
- 7.1.2.8 Vision screening (Bailey-Lovie Wall Chart)
- 7.1.2.9 Heart-lung medical review letter – if needed
- 7.1.2.10 Blood pressure monitoring
- 7.1.2.11 Body Mass Index
- 7.1.2.12 Percent body fat by electrical impedance test or other approved medical procedure
- 7.1.2.13 Hepatitis C (screen antibody)
- 7.1.2.14 **Resting EKG unless contradiction may require a Stress Treadmill**

7.1.3 Panel III – Employees over the age of forty (40) with more than five (5) years of service require a basic physical with a **Chest X-ray and a Stress Treadmill EKG every year.**

- 7.1.3.1 Physical examination and vital signs
- 7.1.3.2 Spirometry – Pulmonary Function Test
- 7.1.3.3 TB Skin Test or Quantiferon-Gold TB Test
- 7.1.3.4 Urinalysis
- 7.1.3.5 Coronary Risk Panel (Chem Panel + CBC + UA + HDL + LDL)
- 7.1.3.6 Audiogram with interpretation (including annual reporting)
- 7.1.3.7 Two (2) View Chest X-ray interpreted by a Radiologist – required every year
- 7.1.3.8 Vision screening (Bailey-Lovie Wall Chart)
- 7.1.3.9 Heart-lung medical review letter – if needed
- 7.1.3.10 Blood pressure monitoring
- 7.1.3.11 Body Mass Index
- 7.1.3.12 Percent body fat by electrical impedance test or other approved medical procedure
- 7.1.3.13 Hepatitis C (screen antibody)
- 7.1.3.14 **Stress Treadmill EKG (read by Physician)**

7.2 As discussed in NRS 617.485.3(b), the CONTRACTOR shall administer Hepatitis A and B vaccinations to all designated employees.

ATTACHMENT "B"

INSURANCE, HOLD HARMLESS AND INDEMNIFICATION REQUIREMENTS FOR MEDICAL PHYSICALS

INDEMNIFICATION AGREEMENT

CONTRACTOR agrees to hold harmless, indemnify, and defend COUNTY, its officers, agents, employees, and volunteers from any loss or liability, financial or otherwise resulting from any claim, demand, suit, action, or cause of action based on bodily injury including death or property damage, including damage to CONTRACTOR'S property, caused by any negligent act, omission, or failure to act, on the part of CONTRACTOR, its employees, agents, representatives, or Subcontractors arising out of the performance of work under this Agreement by CONTRACTOR, or by others under the direction or supervision of CONTRACTOR.

In the event of a lawsuit against the COUNTY arising out of the activities of CONTRACTOR, should CONTRACTOR be unable to defend COUNTY due to the nature of the allegations involved, CONTRACTOR shall reimburse COUNTY, its officers, agents, and employees for cost of COUNTY personnel in defending such actions at its conclusion should it be determined that the basis for the action was in fact the negligent acts, errors or omissions of CONTRACTOR.

GENERAL REQUIREMENTS

CONTRACTOR shall purchase Industrial Insurance, General Liability, and Automobile Liability Insurance as described below. The cost of such insurance shall be borne by CONTRACTOR. CONTRACTOR may be required to purchase Professional Liability coverage based upon the nature of the service agreement.

INDUSTRIAL INSURANCE

It is understood and agreed that there shall be no Industrial Insurance coverage provided for CONTRACTOR or any Sub-consultant by COUNTY agrees, as a precondition to the performance of any work under this Agreement and as a precondition to any obligation of the COUNTY to make any payment under this Agreement to provide COUNTY with a certificate issued by an insurer in accordance with NRS 616B.627 and with a certificate of an insurer showing coverage pursuant to NRS 617.210 for CONTRACTOR and any sub-consultants used pursuant to this Agreement.

If CONTRACTOR or Subcontractor is a sole proprietor, coverage for the sole proprietor must be purchased and evidence of coverage must appear on the Certificate of Insurance. Such requirement may be waived for a sole proprietor who does not use the services of any employees, Subcontractors, or independent contractors and completes an Affirmation of Compliance pursuant to NRS 616B.627.

Should CONTRACTOR be self-funded for Industrial Insurance, CONTRACTOR shall so notify COUNTY in writing prior to the signing of this Agreement. COUNTY reserves the right to approve said retentions and may request additional documentation financial or otherwise for review prior to the signing of this Agreement.

It is further understood and agreed by and between COUNTY and CONTRACTOR that CONTRACTOR shall procure, pay for, and maintain the above-mentioned industrial insurance coverage at CONTRACTOR'S sole cost and expense.

MINIMUM LIMITS OF INSURANCE

CONTRACTOR shall maintain limits no less than:

1. General Liability: \$1,000,000 combined single limit per claim for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be increased to equal twice the required occurrence limit or revised to apply separately to each project or location.
2. Automobile Liability: \$1,000,000 combined single limit per claim for bodily injury and property damage. No aggregate limits may apply.
3. Professional Liability: \$5,000,000 per claim and as an annual aggregate.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the COUNTY Risk Management Division. COUNTY reserves the right to request additional documentation, financial or otherwise, prior to giving its approval of the deductibles and self-insured retention and prior to executing the underlying agreement. Any changes to the deductibles or self-insured retentions made during the term of this Agreement or during the term of any policy must be approved by the COUNTY Risk Manager prior to the change taking effect.

OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. COUNTY, its officers, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of CONTRACTOR, including COUNTY'S general supervision of CONTRACTOR; products and completed operations of CONTRACTOR; premises owned, occupied or used by CONTRACTOR; or automobiles owned, leased, hired, or borrowed by CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY, its officers, employees or volunteers.
2. CONTRACTOR'S insurance coverage shall be primary insurance as Respects COUNTY, its officers, employees and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, employees or volunteers shall be excess of CONTRACTOR'S insurance and shall not contribute with it in any way.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to COUNTY, its officers, employees or volunteers.
4. CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to COUNTY except for nonpayment of premium.

ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of no less than A-: VII. COUNTY, with the approval of the Risk Manager, may accept coverage with carriers having lower Best's Ratings upon review of financial information concerning CONTRACTOR and insurance carrier. COUNTY reserves the right to require that CONTRACTOR'S insurer be a licensed and admitted insurer in the State of Nevada, or on the Insurance Commissioner's approved but not admitted list.

VERIFICATION OF COVERAGE

CONTRACTOR shall furnish COUNTY with certificates of insurance and with original endorsements affecting coverage required by this exhibit. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. **All certificates and endorsements are to be addressed to the specific COUNTY contracting department and be received and approved by the COUNTY before work commences.** COUNTY reserves the right to require complete, certified copies of all required insurance policies, at any time.

SUBCONTRACTORS

CONTRACTOR shall include all Subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each Subcontractor. All coverages for Subcontractors shall be subject to all of the requirements stated herein.

MISCELLANEOUS CONDITIONS

1. CONTRACTOR shall be responsible for and remedy all damage or loss to any property, including property of COUNTY, caused in whole or in part by CONTRACTOR, any Subcontractor, or anyone employed, directed or supervised by CONTRACTOR.
2. Nothing herein contained shall be construed as limiting in any way the extent to which the CONTRACTOR may be held responsible for payment of damages to persons or property resulting from its operations or the operations of any Subcontractor under it.
3. In addition to any other remedies COUNTY may have if CONTRACTOR fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, COUNTY may, at its sole option:
 - a. Order CONTRACTOR to stop work under this Agreement and/or withhold any payments which become due CONTRACTOR hereunder until CONTRACTOR demonstrates compliance with the requirements hereof;
 - b. Terminate the Agreement.

**Elko City Council
Agenda Action Sheet**

1. Title: **Status update on the Public Nuisance complaint regarding 403 Pine Street, and matters related thereto. INFORMATION ITEM ONLY – NON ACTION ITEM**
2. Meeting Date: **October 8, 2019**
3. Agenda Category: **UNFINISHED BUSINESS**
4. Time Required: **5 Minutes**
5. Background Information: **Due to a fire at 403 Pine Street, the structure has been inspected and red-tagged by the City Building Department. Since that time, the property owner has done little to mitigate the attractive nuisance, resulting in several complaints from neighbors and calls for service to the City of Elko Police Department. At this time, the City Staff has verified the public nuisance and has reported findings to the City Attorney's office for further action. Additionally, notice has been served to the property owner regarding a public hearing scheduled for October 22, 2019. CC**
6. Budget Information:

Appropriation Required: **N/A**
Budget amount available: **N/A**
Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information:
9. Recommended Motion: **No Action Required – Information Item Only**
10. Prepared By: **Curtis Calder, City Manager**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution:

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval of an Interlocal Agreement between the Elko Police Department and the University of Nevada, Reno, University Police Services for operational support, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **October 8, 2019**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **5 Minutes**
5. Background Information: **The Nevada System of Higher Education (NSHE) and the University of Nevada, Reno, University and University Police Services (UNRPD) have public safety oversight for a variety of campuses throughout the State, including Great Basin College main campus in Elko. They are securing interlocal agreements for operational support with various City and County law enforcement agencies statewide. The attached Interlocal Agreement provides a variety of operational support between the EPD and UNRPD. There is no financial commitment. This agreement is effective for one year with the potential for four renewals not to exceed five years total. BR**
6. Budget Information:

Appropriation Required: **N/A**
Budget amount available: **N/A**
Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Interlocal Agreement between the City of Elko on Behalf of the Elko Police Department and the Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada, Reno and University Police Services for Operational Support.**
9. Recommended Motion: **Approval for the Elko Police Department to enter into the Interlocal Agreement between EPD and UNRPD.**
10. Prepared By: **Police Chief Ben Reed, Jr.**
11. Committee/Other Agency Review: **N/A**
12. Council Action:
13. Agenda Distribution: **N/A**

**INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF ELKO
ON BEHALF OF THE ELKO POLICE DEPARTMENT**

**AND
THE BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER
EDUCATION ON BEHALF OF
THE UNIVERSITY OF NEVADA, RENO AND
UNIVERSITY POLICE SERVICES
FOR OPERATIONAL SUPPORT**

This agreement (hereinafter referred to as "Agreement") is executed and entered into this ___ day of _____, 2019, by and between the Board of Regents of the Nevada System of Higher Education ("NSHE"), on behalf of the University of Nevada, Reno and University Police Services, a statutory office of the State of Nevada ("UNRPD"), and City of Elko ("City") on behalf of the Elko Police Department (the "EPD"), hereinafter individually referred to from time to time as "Party" or collectively as "Parties."

WHEREAS, the City, on behalf of EPD, and NSHE, on behalf of UNRPD, are authorized under NRS 277.180 to contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the Agreement is authorized by law to perform;

WHEREAS, the Board of Regents is authorized pursuant to NRS 396.325 to authorize UNRPD to enter into such an interlocal agreement with other law enforcement agencies, such as EPD, to provide for the rendering of mutual aid;

WHEREAS, UNRPD is authorized by law to provide law enforcement services on NSHE property in the City of Elko and also wishes to provide those services on the campus of Great Basin College ("GBC"), located in the City of Elko and elsewhere in the City, as described by this Agreement, for the purpose of rendering mutual aid;

WHEREAS, UNRPD requires certain operational support to perform its law enforcement duties in the rendering of mutual aid in the City;

WHEREAS, EPD possesses extensive resources for law enforcement services and has agreed to make such operational support available to UNRPD for the performance of law enforcement duties related to the rendering of mutual aid by UNRPD; and

WHEREAS, it is deemed that the operational support and other services that may be provided by EPD hereinafter set forth are both necessary to UNRPD and in the best interests of both Parties;

NOW, THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties mutually agree as follows:

1. **EFFECTIVE DATE.** This Agreement becomes effective upon approval by official action of the governing body of each Party and the last authorized signature is affixed hereto.
2. **TERM OF AGREEMENT.** This Agreement is effective for one (1) year from the effective date and shall automatically renew for up to four (4) additional one (1) year terms on the same terms and conditions contained herein, unless terminated earlier in accordance with Section 3 of this Agreement, such that the total term of the Agreement shall not exceed five (5) years. The Parties may extend the relationship beyond five (5) years by a new written agreement.
3. **TERMINATION.** This Agreement may be terminated by either Party with or without cause by providing not less than ninety (90) days' written notice to the other Party.
4. **MODIFICATION OF AGREEMENT.** The Parties may mutually agree to modify the terms of this Agreement. Such modification must be made in writing and signed by the Parties with the proper authorization and authority. Additionally:
 - A. If either Party determines that a modification to this Agreement is necessary or desired, the determining Party must notify the other Party in writing of the requested modification.
 - B. Both Parties are individually responsible for contacting their respective legal departments for review and revisions and to prepare the appropriate document to make the requested changes to the Agreement.
 - C. When both Parties and their counsel have agreed to the recommended changes, EPD will obtain the necessary approvals and signatures from the City and provide the finalized document to NSHE for appropriate approval and signature.
5. **NOTICE.** All notices or other communications required or permitted to be given under this Agreement must be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile 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 herein as:

Elko Police Department
Attn: Chief
1448 Silver St.
Elko, NV 89801

University of Nevada, Reno Police Services
Attn: Assistant Vice President & Director
1664 North Virginia M/S 250
Reno, NV 89557-0059

University of Nevada, Reno
Attn: General Counsel
1664 North Virginia Street, Mail Stop 550
Reno, Nevada 89557

6. **MUTUAL AID AND EXTENSION OF JURISDICTION.** EPD agrees that UNRPD peace officers may exercise their powers and authority:
- a. On any public street that is adjacent to property owned by NSHE;
 1. On any property that is consistently used by an organization whose recognition by an institution of NSHE is a necessary condition for its continued operation;
 2. On any property that is rented or leased by NSHE or its institutions for an event that is approved by NSHE;
 3. During the course of providing mutual assistance as described by this Agreement and "Exhibit A," attached hereto and expressly made a part of this Agreement by this reference;
 4. When dispatched or requested to assist EPD;
 5. To apprehend any person whom a UNRPD peace officer observes committing a felony;
 6. To go to the aid of or to protect any person observed by a UNRPD peace officer as the victim of a crime or accident;
 7. To protect any property observed by a UNRPD peace officer to be in immediate danger of damage or destruction; and
 8. To stop, cite or take into custody any operator of a motor vehicle who is observed by a UNRPD peace officer to be driving a vehicle in any dangerous or reckless manner contrary to the traffic laws of the State of Nevada.
7. **HOLD HARMLESS, DEFENSE AND INDEMNIFICATION.** To the extent limited in accordance with NRS 41.0305 to NRS 41.039, the Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada, Reno shall indemnify, defend and hold harmless *Elko Police Department* from and against any and all liabilities, claims, losses, lawsuits, judgments, and/or expenses, including attorney fees, arising either directly or indirectly from any act or failure to act by the Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada, Reno or any of its officers or employees, which may occur during or which may arise out of the performance of this Agreement. The Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada, Reno will assert the defense of sovereign immunity as appropriate in all cases, including malpractice and indemnity actions. The Board of Regents of the Nevada System of Higher Education on behalf of the University of

Nevada, Reno indemnity obligation for actions sounding tort is limited in accordance with the provisions of NRS 41.035 to \$100,000.00 per cause of action.

To the extent limited in accordance with NRS 41.0305 to NRS 41.039, *Elko Police Department* shall indemnify, defend and hold harmless the *Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada, Reno* from and against any and all liabilities, claims, losses, lawsuits, judgments, and/or expenses, including attorney fees, arising either directly or indirectly from any act or failure to act by the *Elko Police Department* or any of its officers or employees, which may occur during or which may arise out of the performance of this Agreement. The *Elko Police Department* will assert the defense of sovereign immunity as appropriate in all cases, including malpractice and indemnity actions. The *Elko Police Department* indemnity obligation for actions sounding tort is limited in accordance with the provisions of NRS 41.035 to \$100,000.00 per cause of action.

8. **INSURANCE.** The Parties to this Agreement shall procure and maintain, during the term of this Agreement, General Liability Insurance or provide for their respective financial obligations through a program of self-insurance in compliance with NRS Chapter 41.
9. **INDEPENDENT PUBLIC AGENCIES.** The Parties are associated with each other only for the purposes and to the extent set forth in this Agreement. With respect to the performance of services pursuant to this Agreement, each Party is and shall be a public agency separate and distinct from the other Party and subject only to the terms of this Agreement. EPD shall have the sole right to supervise, manage, operate, control and direct performance of the details incident to its duties and personnel herein. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of any 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 parties.
10. **BREACH; REMEDIES.** The failure of either Party to perform any obligation of this Agreement shall be deemed a breach. Except as otherwise provided for by law or this Agreement, the rights and remedies of the Parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages reasonable attorneys' fees and costs.
11. **WAIVER OF BREACH.** The failure by a Party to declare a breach or the actual waiver of any particular breach of this Agreement or its material or nonmaterial terms shall not operate as a waiver by the Party of any of its rights or remedies as to any other breach.
12. **FORCE MAJEURE.** Neither party shall be deemed to be in violation of this Agreement if the Party is prevented from performing any of its obligations

hereunder due to strikes, failure of public transportation, civil or military authority, acts of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event, the intervening cause must not be through the fault of the Party asserting such an excuse, and the excused Party is obligated to promptly perform in accordance with the terms of the Agreement after the intervening cause ceases.

13. **SEVERABILITY.** If any provision contained in this Agreement is held to be unenforceable by a court of law or equity, this Agreement shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.
14. **ASSIGNMENT.** Neither Party may assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other Party.
15. **PUBLIC RECORDS:** Pursuant to NRS 239.010 and any amendments thereto, information or documents may be open to public inspection and copying. The Parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.
16. **CONFIDENTIALITY:** 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 or otherwise required by this Agreement.
17. **PROPER AUTHORITY:** 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 perform the services set forth in this Agreement.
18. **GOVERNING LAW; JURISDICTION.** 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 this jurisdiction of the Nevada district courts in the Second Judicial District for enforcement of this Agreement.
19. **PRIOR AGREEMENTS.** This Agreement supersedes any prior agreement for such services and the prior agreement is thereby terminated as of the date this Agreement becomes effective.
20. **NO THIRD-PARTY BENEFICIARY.** It is specifically agreed between the Parties that it is not intended by any of the provisions of any part of this Agreement to create with respect to the public or any member thereof a third-party beneficiary interest hereunder, or to authorize anyone not a party to this Agreement to maintain

a suit for damages, losses, costs, expenses personal injuries or property damage pursuant to the terms or provisions of this Agreement.

21. **COUNTERPARTS.** This Agreement may be executed in a number of counterparts and such counterparts may be combined to establish a fully executed document. In addition, a facsimile signature shall be valid for all purposes.

22. **ENTIRE AGREEMENT AND MODIFICATION.** 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, approved by the Elko City Council.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this _____ day of _____, 2019.

RECOMMENDED BY:

NAME: _____
Ben Reed, Chief
Elko Police Department

NAME: _____
Todd Renwick, Interim Director
University Police Services

DATE: _____

DATE: _____

**ELKO CITY COUNCIL ON BEHALF OF
ELKO POLICE DEPARTMENT**

**For the Board of Regents of the
Nevada System of Higher Education
on behalf of the University of Nevada,
Reno Police Services**

BY: _____

NAME: _____
Sheri Mendez, Associate Vice President
Business & Finance

NAME: _____

DATE: _____

DATE: _____

EXHIBIT "A"

SCOPE OF SERVICES

LIMITED PERSONNEL AND EQUIPMENT UNIVERSITY POLICE DEPARTMENT WILL PROVIDE TO ELKO POLICE DEPARTMENT FOR MUTUAL AID

I. SCOPE OF WORK

A. The EPD agrees to provide the following police services, which are to be performed at the campus and grounds of the Great Basin College, in the County of Elko, State of Nevada:

- 1) Random, routine patrols to provide for the general safety and security of the campus offices of NSHE, structures, equipment, students, and employees. Patrols to occur whenever possible daily.
- 2) Forwarding of required report forms to University Police Services for follow-up or other action deemed proper by the Director of University Police Services.
- 3) Provision for crime scene security in the event of a major crime or disaster unless or until relieved by authority deemed appropriate by the Director of University Police Services.
- 4) The EPD will employ the Community Oriented Policing concept and will perform walk through of the campus as deemed appropriate or possible.
- 5) The EPD will document responses, activities, reports written, and contacts made at the College and will forward to the Director of University Police Services within a reasonable time not to exceed 72 hours of the response to GBC.
- 6) Other law enforcement services requested by University Police Services and mutually agreed upon by both law enforcement agencies.

II. LIMITATIONS ON SCOPE OF WORK:

The following limitations apply to the scope of work described in Section I:

- A. The EPD shall determine the appropriate actions to be taken in response to all calls, except that, in the event of major crime involving University employees, extended investigations or disaster, determination as to the appropriate actions to be taken shall be made jointly by the EPD and the University Police Services.
- B. No services by the EPD other than those enumerated in this agreement are contemplated under this Agreement.

- C. The EPD and University Police Services shall mutually determine the nature and level of the services to be provided under the Agreement, including the training of personnel, types of equipment used and the method by which the services are provided.

III. SUPERVISION AND REPRESENTATIVES:

- A. The EPD shall have the exclusive right to supervise all city employees, officers, agents and designees in the performance of employment or official duties in relation to this Agreement.
- B. The EPD and the Board of Regents shall each select one individual who will act as that party's representative in relation to this Agreement.
- C. The following individuals shall be the designated and alternate representative(s) of each party, so designated, to make or receive requests for special enforcement activities:

Designated Representatives

Ben Reed, Chief
Elko Police Department
1448 Silver St.
Elko, Nevada 89801
(775) 777-7310

Todd Renwick
Interim Director of Police Services
University Police Services
1664 N. Virginia St. MS 0250
Reno, NV 89557
(775) 784-4013

Local Representative
President Joyce Helens
Great Basin College
1500 College Pkwy
Elko, NV 89801

IV. COST OF SERVICES:

- A. The Board of Regents shall pay the EPD with in-kind services. Through mutual aid, UNRPD will:
 - a. Provide UNRPD's EOD K-9 and handler upon request through the Regional Bomb Squad, or in exigent circumstances upon request of an EPD supervisor or dispatched by EPD Dispatch, dependent upon availability.
 - b. Fulfill any other request made by EPD, including, without limitation, a request for equipment, assistance, service or personnel, if the request is made by the EPD Chief to the UNRPD Director or in exigent circumstances.
- B. Obligation to Perform. In no event shall the EPD have any obligation to perform under this Agreement unless the Board of Regents has provided in-kind services.

- C. Cooperation. All parties shall cooperate with respect to the EPD's performance of the herein described services, including, but not limited to, complying with reasonable directions from EPD and University Police Services, accommodating EPD's personnel and equipment on the Great Basin College grounds and cooperating with each other in good faith in the performance of its obligations under this Agreement.

DRAFT

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval of the First Addendum to the School Resource Officer Cooperative Agreement between the Elko County School District, the County of Elko, and the City of Elko, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **October 8, 2019**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **5 Minutes**
5. Background Information: **The original Cooperative Agreement was entered into by all three parties in January 2015, and the Program has been very successful. The Elko County School District was recently awarded a State grant providing 100% funding of salary and benefits for one additional City SRO and one additional County SRO. The grant is effective January 1, 2020, for fiscal years 2020 and 2021. All parties have met, conferred, and agreed to the conditions set forth in the First Addendum to the Cooperative Agreement. BR**
6. Budget Information:

Appropriation Required: **N/A**
Budget amount available: **N/A**
Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **First Addendum to the School Resource Officer Cooperative Agreement – 2019**
9. Recommended Motion: **Recommend approval for the Elko Police Department to enter into a First Addendum Agreement to the School Resource Officer Cooperative Agreement, between the Elko County School District, the County of Elko, and the City of Elko.**
10. Prepared By: **Police Chief Ben Reed, Jr.**
11. Committee/Other Agency Review: **N/A**
12. Council Action:
13. Agenda Distribution: **N/A**

FIRST ADDENDUM
to the
SCHOOL RESOURCE OFFICER COOPERATIVE AGREEMENT
between
THE ELKO COUNTY SCHOOL DISTRICT,
THE COUNTY OF ELKO
and
THE CITY OF ELKO

THIS FIRST ADDENDUM TO THE SCHOOL RESOURCE OFFICER COOPERATIVE AGREEMENT dated July 1, 2018 (the "Agreement") is made and entered into on the date last written below (the "Effective Date") by and between the Elko County School District (the "District"), the County of Elko (the "County") and the City of Elko (the "City"), the foregoing being political subdivisions of the State of Nevada;

- A. NRS 277.045 provides that any two or more political subdivisions of the State of Nevada may enter into a cooperative agreement for the performance of any governmental function. Such an agreement may include the furnishing or exchange of personnel, equipment, property or facilities of any kind, or the payment of money.
- B. The parties continue to declare that a learning environment that is safe and respectful is essential for the students enrolled in all the public schools located throughout Elko County.
- C. Section 31 of Nevada Senate Bill 551 (2019) made an appropriation for the costs of school safety facility improvements. This resulted in the availability of competitive block grants to be awarded to Nevada school districts based upon a demonstrated need for school safety improvements.
- D. The District applied for and was awarded an SB 551 school safety block grant that will allow it to fund two additional School Resource Officer ("SRO") positions. This Addendum, to be read together with the Agreement, addresses issues unique to the addition of the new SROs.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree to the addition of the following terms and conditions to the original Agreement:

- 1. On or before January 1, 2020, the County will furnish to the District one additional full-time SRO together with his or her supplies and equipment.

2. On or before January 1, 2020, the City will furnish to the District one additional full-time SRO together with his or her supplies and equipment.
3. The two new SROs will work for the benefit of the District for 12 months per year.
4. The two new SROs will each continue to be employed by his or her supplying agency and be subject to the administration, supervision, chain of command, and control of said agency. However, the District agrees to pay 100% of the yearly cost (including overtime) of the actual salaries and benefits of the new SROs out of the SB 551 grant money.
5. As with the existing SROs, the County/City shall bill the District for these expenses quarterly each year and shall include an itemization of the hours worked and salary/benefits paid. The District shall continue to have 30 days to make payment to the County/City.
6. Despite the District reimbursement described in the previous two paragraphs, the new SROs will remain employees of the County and City, respectively, and will be compensated and receive benefits of employment in accordance with their collective bargaining agreements. The new SROs will be subject to all applicable personnel policies, practices, and contracts of their respective employers.
7. The SB 551 school safety block grant that has been awarded to the District only provides funds for fiscal years 2020 and 2021. At the conclusion of fiscal year 2021, the two new officers will no longer be designated as SROs and will return to the agency from which he or she originated. At that time, the District will no longer be obligated to pay the salaries or benefits of the SRO positions created by this Addendum.
8. All other terms and provisions of the Agreement shall remain in full force and effect.

COUNTY OF ELKO BOARD OF COMMISSIONERS

By: _____ Dated: _____

Title: _____

ATTEST:

 Kristine Jakeman, Elko County Clerk
 Deputy Clerk _____

ELKO COUNTY SHERIFF

Aitor Narvaiza, Sheriff _____ Dated: _____

THE BOARD OF TRUSTEES OF THE ELKO COUNTY SCHOOL DISTRICT

Teresa Dastrup, President _____ Dated: _____

ATTEST:

Clerk _____

ELKO COUNTY SCHOOL DISTRICT

Todd Pehrson, Superintendent _____ Dated: _____

CITY OF ELKO POLICE DEPARTMENT

Ben Reed, Jr., Chief _____ Dated: _____

CITY OF ELKO

Reece Keener, Mayor _____ Dated: _____

ATTEST:

Kelly Wooldridge, City Clerk _____

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval of the revised Humanitarian Campground Rules, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **October 8, 2019**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **10 Minutes**
5. Background Information: **The Humanitarian Campground Rules require revision to reflect the potential hazard created with improperly installed wood stoves in tents not designed for that purpose and address items that may be stored outside of tents. SAW**
6. Budget Information:

Appropriation Required: NA
Budget amount available: NA
Fund name: NA
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Revised Humanitarian Campground Rules.**
9. Recommended Motion: **Move to approve the revised Humanitarian Campground Rules.**
10. Prepared By: **Scott A. Wilkinson, City of Elko Assistant City Manager**
11. Committee/Other Agency Review:
12. Council Action: (to be completed by City Clerk)
13. Agenda Distribution:

ELKO HUMANITARIAN CAMPGROUND

RULES AND REGULATIONS

The City of Elko manages the Elko Humanitarian Campground to meet the needs of people needing a place to stay in the Elko area when they don't have a home or other place to go. In order to help us help you, you will have to follow some basic rules. That way, the Elko Humanitarian Campground will be a clean, safe place for all its residents!

- All campers will need to register with Elko F.I.S.H. There is no charge for using the campground.
- Elko F.I.S.H. will assign campsites and reserves the right to reassign campsites. Campers shall not relocate to unassigned camp sites without the consent of F.I.S.H or volunteer persons designated by FISH to assist in the assignment of camp sites.
- Campers must comply with all laws and City Codes.
- All dogs must be secured within a kennel or be restrained completely within the perimeter of your campsite by a lead anchored to the ground. Dogs must be licensed and current on vaccinations.
- Wind breaks no higher than four (4) feet in height are allowed.
- You may not erect structures. For example, hard materials, such as boards or plywood, cannot be used to make shelters. The only shelters that are allowed are tents and similar temporary enclosures. Tents may be erected on a platform made of plywood or other material. Tents must be at least three (3) feet from the edge of the campsite.
- Wood stoves or similar devices are prohibited unless installed in a proper manner in a tent designed for that purpose, and inspected and approved by the City of Elko Fire Department.
- You must keep your campsite clean, orderly and free of litter and trash. You may not scatter possessions, litter or other items outside of tents. Items such as grills utilized for cooking and operational bicycles are allowed outside of tents.
- No trespassing is allowed upon other campsites without permission from the occupants of those campsites.
- You may only cook using fire areas (no larger than two feet in diameter), burners or grills located within your campsite.
- All fires and operating burners and grills must be attended at all times. All fires must be properly extinguished after use.
- The campground is for tent camping. No personal vehicles are allowed within the camping area and you may not park or store a vehicle or trailer at a designated campsite. Occupancy of RV's, camp trailers, truck campers or vehicles of any type is not allowed at or near the campground, including in the parking area and on the street. The campground parking lot is reserved for parking of campers' personal vehicles. All vehicles in the parking

area must be registered and operable.

• Food, shower and other services are provided at the Elko F.I.S.H. Thrift Store located at 821 Water Street. Transportation may be available at certain times.

• If you are able to do so, please help with group chores.

• Campers may not scavenge from trash receptacles or dumpsters at the campground.

• Campers may not use the perimeter fence for any reason.

• Campers must cross the railroad tracks only at designated rail crossings and campers shall not use the railroad right-of-way to travel to or from the campground.

• You may not cause a nuisance to others. If you are bothering other campers and don't stop when asked, you may be asked to leave the campground.

• Your pet may not cause a nuisance to others. If your pet is bothering other campers and you cannot or do not control your pet, you may be asked to leave the campground, or Elko Animal Control may be called.

• You must clean up after your pet and place all animal waste in trash receptacles or dumpsters.

• Glass containers are prohibited.

• Destruction or damage to camp facilities may result in expulsion from the campground and/or possible arrest.

• If the City of Elko observes a violation of these rules, you will be given written notice and an opportunity to fix the violation. If you fail to fix the violation as requested, you will be instructed to leave and, if you then fail to do so, you will be in trespass.

• The Elko Humanitarian Campground is the only City-owned property in Elko where overnight camping is allowed without a permit or license. *Please be kind and respectful to others, and help make it a success for everyone!*

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**Elko City Council
Agenda Action Sheet**

1. Title: **First reading of Ordinance No. 845, an amendment to the City Zoning Ordinance, specifically an amendment to Title 3, Chapter 4, Section 1 of the Elko City Code entitled "Planning Commission", and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **October 8, 2019**
3. Agenda Category: **ORDINANCE**
4. Time Required: **10 Minutes**
5. Background Information: **This change will bring the Elko City Code into conformance with NRS 278.040, which was revised in 1985. Planning Commission took action at their October 1, 2019 meeting to recommend to City Council to adopt Ordinance No. 845. CL**
6. Budget Information:

Appropriation Required: **N/A**
Budget amount available: **N/A**
Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Ordinance and P.C. Action Report**
9. Recommended Motion: **Conduct first reading of Ordinance No. 845, and direct Staff to set the matter for public hearing, second reading, and possible adoption.**
10. Prepared By: **Cathy Laughlin, City Planner**
11. Committee/Other Agency Review: **Planning Commission, City Attorney**
12. Council Action:
13. Agenda Distribution:

**CITY OF ELKO
ORDINANCE NO. 845**

**AN ORDINANCE AMENDING TITLE 3 (ZONING REGULATIONS), CHAPTER 4
(PLANNING COMMISSION), SECTION 1 (CREATED; APPOINTMENT; MEMBERS;
COMPENSATION; TERM; REMOVAL; VACANCIES) TO BE CONSISTENT WITH
NRS 278.040(1)**

WHEREAS, the City of Elko desires to amend the City Code to amend the Code to reflect statutory requirements for membership on the planning commission;

WHEREAS, the City of Elko Section 1 was consistent with the NRS 278.040 when enacted in 1973; and

WHEREAS, the requirements for membership on planning commission was subsequently amended;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ELKO, NEVADA

For amendment purposes, words which are in blue, bold and underlined are additions to the Ordinance, and words which ~~are lined through~~ are deleted from the Ordinance.

Section 1: Title 3, Chapter 4, Section 1 is hereby added to read as follows:

**3-4-1: CREATED; APPOINTMENT; MEMBERS; COMPENSATION; TERM;
REMOVAL; VACANCIES:**

- A. Created; Membership; Appointment: There is hereby created a Planning Commission in and for the City, to be known as the Elko Planning Commission. This commission shall consist of seven (7) members. The members of the commission shall be appointed by the Mayor, with the approval of the City Council. ~~The members shall hold no other public office, except that one such member may be a member of the Zoning Board of Adjustment.~~ The members must not be members of the governing body of the city or county. Members shall be eligible for reappointment.
- B. Compensation: All members of the commission shall serve as such without compensation excepting reasonable traveling expenses made necessary in the fulfillment of their duties.
- C. Terms: The terms of the members first appointed shall be three (3) years for two (2) members, two (2) years for two (2) members and one year for two (2) members. The Mayor shall designate the terms of the respective members first appointed at the time of appointment. Thereafter, the term of each member shall be four (4) years or until his successor takes office.
- D. Removal: Members may be removed, after public hearing, by a majority vote of the City Council for inefficiency, neglect of duty or malfeasance of office.

E. Vacancies: Vacancies occurring otherwise than through the expiration of term shall be filled for the unexpired term.

F. Absences ~~from~~ From Meetings: Absence of an appointed member for four (4) consecutive regular meetings without the formal consent of the Planning Commission shall be deemed to constitute a retirement of that appointed member, and the vacancy thus created shall be filled thereafter by the Mayor by the appointment of a successor to fill the unexpired term of office.

Section 2: All ordinances or parts of ordinances in conflict herewith are hereby repealed, but only to the extent of such conflict

Section 3: If any section, paragraph, clause or provision of this ordinance shall for any reason be held to be invalid, unenforceable, or unconstitutional by a court of competent jurisdiction, the invalidity, unenforceability or provision shall not affect any remaining provisions of this ordinance.

Section 4: Upon adoption, the City Clerk of the City of Elko is hereby directed to have this ordinance published by title only, together with the Councilman voting for or against its passage in a newspaper of general circulation within the time established by law, for at least one publication.

Section 5: This Ordinance shall be effective upon the publication mentioned in Section 4

PASSED AND ADOPTED this _____ day of _____, 2019 by the following vote of the Elko City Council.

AYES:

NAYS:

ABSENT:

ABSTAIN: None

APPROVED this _____ day of _____, 2019.

CITY OF ELKO

BY: _____
REECE KEENER, Mayor

ATTEST:

KELLY WOOLDRIDGE, City Clerk



CITY OF ELKO

Planning Department

Website: www.elkocity.com
Email: planning@elkocitynv.gov

1751 College Avenue • Elko, Nevada 89801 • (775) 777-7160 • Fax (775) 777-7219

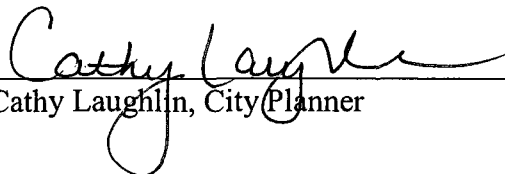
CITY OF ELKO PLANNING COMMISSION ACTION REPORT Regular Meeting of October 1, 2019

WHEREAS, the following item was reviewed and considered by the Elko City Planning Commission on October 1, 2019 under Public Hearing format, in accordance with notification requirements contained in Section 3-2-21(B)(1) of the City Code:

Zoning Ordinance Amendment 2-19, Ordinance No. 845, specifically an amendment to Title 3, Chapter 4, Section 1 of the Elko City Code entitled "Planning Commission" and matters related thereto.

NRS 278.040 was revised in 1985 and Elko City Code needs to be revised to reflect those changes

NOW THEREFORE, upon review and consideration of the application, supporting data, public input and testimony, the Planning Commission forwarded a recommendation to City Council to adopt an ordinance, which approves Zoning Ordinance Amendment No. 2-19, specifically Section 3-4-1.


Cathy Laughlin, City Planner

Attest:


Shelby Archuleta, Planning Technician

CC: Applicant
Kelly Wooldridge, City Clerk

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval of Resolution 7-19, a Resolution establishing routes and uses of off highway vehicles. FOR POSSIBLE ACTION**
2. Meeting Date: **October 8, 2019**
3. Agenda Category: **RESOLUTION**
4. Time Required: **5 Minutes**
5. Background Information: **This resolution is declaring all of the roads and highways within the City of Elko are designated as permissible for the operation of off highway vehicles for the limited purpose of allowing off highway vehicles to travel to one or more designated routes or trail connectors. The resolution specifies the exceptions to the designation. KW**
6. Budget Information:
 Appropriation Required: **N/A**
 Budget amount available: **N/A**
 Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information:
9. Recommended Motion: **Approve Resolution No. 7-19**
10. Prepared By: **Kelly Wooldridge, City Clerk**
11. Committee/Other Agency Review:
12. Council Action:
13. Agenda Distribution:

CITY OF ELKO

RESOLUTION 7-19

A Resolution establishing routes and uses of off highway vehicles.

WHEREAS, NRS 490.100 provides the City with the legal authority to adopt NRS 490 provisions for operation of off highway vehicles and establish routes where off highway vehicles may be authorized; and

WHEREAS, the City wishes to encourage tourism and use of the outdoor spaces within the City of Elko and recognizes that visitors to Elko routinely lodge in our hotels; and

WHEREAS, to encourage tourism for outdoor enthusiasts, especially those accessing public lands with off highway vehicles to stay in Elko which will increase room stays and restaurant usage; and

City of Elko Ordinance 844 creating Title 7, Chapter 6 entitled "Off-Highway Vehicles" establishes the requirements for Off Highway vehicle use within the City of Elko. NRS 490.100 provides the City with the legal authority to adopt NRS 490 provisions for operation of off highway vehicles within the City.

A Off highway vehicles shall not be operated on designated highways or roads for any purpose other than travel to or from the private or public recreation area open for the use of off highway vehicles, to obtain gas, food, or lodging enroute to the designated area.

All of the roads and highways within the City of Elko are designated as permissible for the operation of off highway vehicles for the limited purpose of allowing off highway vehicles to travel to one or more designated routes or trail connectors with the following exceptions due to traffic congestion, weight limits and pedestrian safety:

- 1) SR 225 from Spruce Road to Aspen St.
- 2) East Jennings from Idaho St. To Ruby Vista
- 3) Cedar St. from 5th St. to 13th St.
- 4) The 9th St. Pedestrian Bridge

NOW THEREFORE BE IT ALSO RESOLVED AND ORDERED that this resolution become effective on _____, 2019.

Passed and adopted this _____ day of _____, 2019.

CITY OF ELKO

REECE KEENER, Mayor

ATTEST:

KELLY WOOLDRIDGE, City Clerk

AYES:

NAYS:

ABSENT:

ABSTAIN:

**Elko City Council
Agenda Action Sheet**

1. Title: **Second Reading of and possibly adoption of Ordinance No. 844, an Ordinance deleting Title 7 Chapter 6 entitled “Recreational Vehicles” and creating Title 7, Chapter 6 entitled “Off-Highway Vehicles” and establishing rules for operation of off-highway vehicles within the municipal boundaries of the City of Elko, where off-highway vehicle use is authorized and forbidden, establishing the penalties for violations, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **October 8, 2019**
3. Agenda Category: **PUBLIC HEARING**
4. Time Required: **10 Minutes**
5. Background Information: **City Council initiated this ordinance on August 28, 2018, and directed Staff to form a workgroup consisting of City Staff and interested members of the public. The work group met several times. A public hearing was held on January 24, 2019 to garner further public input. First reading was held on September 10, 2019. KW**
6. Budget Information:

Appropriation Required: **N/A**
Budget amount available: **N/A**
Fund name: **N/A**
7. Business Impact Statement: **Not Required – No changes to the existing requirements are being made.**
8. Supplemental Agenda Information:
6. Recommended Motion: **Conduct Second Reading, Public Hearing, and adopt Ordinance No. 844.**
- 7.
10. Prepared By: **Kelly Wooldridge, City Clerk**
11. Committee/Other Agency Review: **OHV Work Group, City Attorney**
12. Council Action:
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ORDINANCE NO. 844

An Ordinance creating Title 7, Chapter 6 entitled "Off-Highway Vehicles" and establishing rules for operation of off-highway vehicles within the municipal boundaries of the City of Elko, established routes for ingress and egress from the City of Elko to public and private lands where off-highway vehicle use is authorized, and establishing the penalties for violations.

WHEREAS, NRS 490.100 provides that the City may designate any portion of a highway within its municipal boundaries as permissible for the operation of off-highway vehicles for the purpose of allowing off-highway vehicles to reach a private or public area that is open for use by off-highway vehicles.; and

WHEREAS, the City wishes to encourage tourism and use of the outdoor spaces within and in the vicinity of the City and recognizes that visitors to the Elko area routinely lodge in its hotels; and

WHEREAS, encouraging tourism by outdoor enthusiasts, including those accessing public lands with off-highway vehicles, will increase room stays and restaurant usage, and generally enhance the local economy.

Section 1: Title 7, Chapter 6 is hereby added to read as follows:

Chapter 6

USE OF ~~RECREATIONAL~~ OFF-HIGHWAY VEHICLES

7-6-1: PURPOSE AND INTENT:

7-6-2: DEFINITION:

7-6-3: OPERATION:

7-6-4: EXCEPTIONS:

7-6-5: PENALTY:

7-6-1: PURPOSE AND INTENT:

~~The purpose of this chapter is to provide reasonable regulations for the use of recreational motor vehicles on publicly owned land. "Public land" is all land owned in fee by a political subdivision of the state within the city limits and under the jurisdiction of the city, excluding therefrom public streets and alleys. This chapter is not intended to allow what state law prohibits nor to prohibit what state law expressly allows. It is intended to prevent a public nuisance. (Ord. 486, 6-10-1997)~~

7-6-2: DEFINITION:

~~"Recreational motor vehicle" means any self-propelled vehicle and any vehicle propelled or drawn by a self-propelled vehicle used for recreational purposes, including a trail bike or other all terrain vehicle, or motor vehicle licensed for highway operation which is being used for off road recreational purposes. (Ord. 486, 6-10-1997)~~

7-6-3: OPERATION:

No person shall:

- A. Operate a recreational motor vehicle on public streets or alleys carelessly or recklessly in disregard of the rights or the safety of others or in any manner which endangers or is likely to endanger a person or property.
- B. Operate a recreational motor vehicle on public land within three hundred feet (300') of any inhabited residential, commercial or industrial structure, except in those areas designated in section 7-6-4 of this chapter.
- C. Alter, mutilate or remove any notice or sign relating to recreational motor vehicles on property in which he has no legal interest. (Ord. 486, 6-10-1997)

7-6-4: EXCEPTIONS:

Notwithstanding the foregoing restrictions, a recreational motor vehicle may be operated on public lands under the jurisdiction of the city if any of the following exceptions apply:

- A. Recreational motor vehicles may be operated by governmental entities for official use.
- B. Recreational motor vehicles may be operated on public land owned by the city in any area officially designated by the city council for use of recreational motor vehicles. If any area is so designated, it shall be depicted on a city map to be kept on file in the office of the city clerk. A copy of the map, together with any applicable rules and regulations governing the use of recreational motor vehicles, shall be provided to any person requesting the information. (Ord. 486, 6-10-1997)

7-6-5: PENALTY:

Any person convicted of violating any provisions of this chapter shall be penalized in accordance with the provisions of title 1, chapter 3 of this code. (Ord. 486, 6-10-1997)

7-6-1 DEFINITIONS

7-6-2 OPERATOR REQUIREMENTS

7-6-3 ADDITIONAL RESTRICTIONS REGARDING DRIVING OR OPERATING OFF-HIGHWAY VEHICLES

7-6-4 GENERAL RULES AND REGULATIONS

7-6-5 DESIGNATED OFF-HIGHWAY VEHICLE ROUTES

7-6-6 ENFORCEMENT

7-6-7 TOWING AND STORAGE OF OFF-HIGHWAY VEHICLES

7-6-1: DEFINITIONS:

The following words, terms, and phrases, and their derivations, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates different meaning:

HIGHWAY: The entire width between the boundary lines of every way maintained by a public authority when any part of such way is open to the use of the public for purposes of vehicular traffic.

LARGE ALL-TERRAIN VEHICLE: Any all-terrain vehicle that includes seating capacity for at least two people abreast and either:

1. At least two additional back seats such that there is a total seating capacity for at least four people; or
2. A truck bed located behind the two front seats.

OFF HIGHWAY VEHICLE: A motor vehicle that is designed primarily for off-highway and all-terrain use. The term includes, but is not limited to:

(a) An all-terrain vehicle, including, without limitation, a large all-terrain vehicle without regard to whether that large all-terrain vehicle is registered by the Department of Motor Vehicles in accordance with NRS 490.0825 as a motor vehicle intended to be operated upon the highways of this State;

(b) An all-terrain motorcycle;

(c) A dune buggy;

(d) A snowmobile; and

(e) Any motor vehicle used on public lands for the purpose of recreation.

2. The term does not include:

(a) A motor vehicle designed primarily for use in water;

(b) A motor vehicle that is registered by the Department of Motor Vehicles in accordance with Chapter 482 of NRS;

(c) A low-speed vehicle as defined in NRS 484B.637; or

(d) Special mobile equipment, as defined in NRS 482.123.

TOW: To transport an off-highway vehicle to a storage facility using a truck or other vehicle suitable for such purpose.

TRAIL: An unpaved path or track across unimproved land that is authorized for use by off-highway vehicles.

TRAIL CONNECTOR: A route not more than 2 miles in length and designated by resolution that permits off-highway vehicles to travel to and from one or more trails.

7-6-2 OPERATOR REQUIREMENTS:

A. Except as otherwise provided in this Chapter or under State law, a person may operate an off-highway vehicle on a highway that is designated as an off-highway vehicle route by resolution of the City Council for the purpose of reaching a private or public area that is open for use by off-highway vehicles.

B. No person under the age of sixteen (16) shall operate an off-highway vehicle on any highway.

C. No person shall operate an off-highway vehicle on any highway unless:

1. The person possesses a valid motor vehicle operator's license in compliance with State law;

2. The person possesses evidence of liability insurance coverage for the off-highway vehicle to the extent such insurance coverage and evidence of coverage are required by NRS Chapter 490;

3. A certificate of registration is attached to the off-highway vehicle; provided, a certificate of registration is not required for an off-highway vehicle which:

a. Is owned and operated by:

(1) A federal agency;

(2) An agency of this state; or

(3) A county, incorporated city or unincorporated town in this state;

b. Is part of the inventory of a dealer of off highway vehicles;

c. Is registered or certified in another state and is located in this state for not more than ninety (90) days;

d. Is used solely for husbandry on private land or on public land that is leased to the owner or operator of the off-highway vehicle; or

e. Is used for work conducted by or at the direction of a public or private utility.

D. No person shall operate an off-highway vehicle on a highway for a distance of more than two (2) miles.

E. Except as otherwise provided in subsection E.2 and in addition to the requirements set forth in NRS 490.070, a person shall not operate an off-highway vehicle on a highway unless the off-highway vehicle has:

1. At least one headlamp that illuminates objects at least 500 feet ahead of the vehicle;

2. At least one tail lamp that is visible from at least 500 feet behind the vehicle;

3. At least one red reflector on the rear of the vehicle, unless the tail lamp is red and reflective;

4. A stop lamp on the rear of the vehicle; and

5. A muffler which is in working order and which is in constant operation when the vehicle is running.

F. A person shall not, except as otherwise provided in this Subsection F, operate an off-highway vehicle on a highway that is not otherwise designated for use by off-highway vehicles. A person may operate an off-highway vehicle on a highway that is not otherwise designated for use by off-highway vehicles:

1. If the off-highway vehicle is operated on the highway for the purpose of crossing the highway, comes to a complete stop before crossing and crosses as close as practicable to perpendicular to the direction of travel on the highway;

2. If the off-highway vehicle is operated on the highway for the purpose of loading or unloading the off-highway vehicle onto or off of another vehicle or trailer, if the loading or unloading is as close as practicable to the place of operation of the off-highway vehicle; or
3. During an emergency if it is impossible or impracticable to use another vehicle or if a peace officer directs the operation of the off-highway vehicle. If the off-highway vehicle is operated on a portion of highway that is designated as a trail connector for a trail authorized for use by off-highway vehicles for not more than 2 miles.

7-6-3 ADDITIONAL RESTRICTIONS REGARDING DRIVING OR OPERATING OFF-HIGHWAY VEHICLES:

- A. No person who is sixteen (16) years of age or older who owns or possesses an off-highway vehicle may give another person who is under sixteen (16) years of age permission to operate the off-highway vehicle on any highway without regard to whether the highway is designated as an off-highway vehicle route.
- B. The operator and each occupant of an off-highway vehicle that is being driven on a highway shall wear a helmet.
- C. The operator of an off-highway vehicle shall comply with the Elko Traffic Code (Title 7, Chapter 2).

7-6-4 GENERAL RULES AND REGULATIONS:

- A. No person shall leave or allow any off-highway vehicle to remain unattended on any public highway or public property while the motor is running or with the starting key left in the ignition.
- B. It shall be unlawful for any person operating an off-highway vehicle to make, permit, continue or cause to be made or to create any unreasonably loud, disturbing and unnecessary noise that is audible to a person with ordinary hearing within three hundred feet (300) of any district zoned residential.

7-6-5 DESIGNATED OFF-HIGHWAY VEHICLE ROUTES:

- A. Off-highway vehicles shall only be used and operated on highways and trails that are designated as off-highway vehicle routes or trail connectors by resolution of the City Council.
- B. The City may post signs establishing designated crossing routes over streets, roads and highways whether or not designated as off-highway vehicle routes.
- C. No person shall operate an off-highway vehicle on a sidewalk.

7-6-6 ENFORCEMENT:

- A. A violation of this Chapter shall constitute a criminal offense. Any person violating any provision of this Chapter shall, upon conviction therefor, be punished as provided in Title 1, Chapter 3 of this Code.

B. Conviction of three (3) violations of this Chapter by an owner or operator of an off-highway vehicle within a three (3) year period shall constitute prima facie evidence of a nuisance and the Court may make such orders as it deems necessary to abate such nuisance, including, without limitation, an order prohibiting the owner or operator from operating or permitting others to operate an off-highway vehicle on highways within the City.

C. The responsibility for compliance with the provisions of this Chapter shall rest with:

(1) the operator of the off-highway vehicle, and

(2) the owner of the off-highway vehicle who contributes to a violation, or who enables or induces an operator to commit a violation, in which event the operator and owner may be jointly or severally prosecuted for the violation.

D. It shall not be a defense to an alleged violation of this Chapter that the owner or operator of the off-highway vehicle is a minor.

E. A parent or guardian who fails to properly supervise a minor and thereby permits the minor to violate this Chapter may be held liable for the violation committed by the minor.

7-6-7 TOWING AND STORAGE OF OFF-HIGHWAY VEHICLES:

A. Off-highway vehicles may be towed and stored by the City subject to this Section.

B. The City may tow an off-highway vehicle under the following circumstances:

(1) The off-highway vehicle is subject to towing pursuant to Section 7-2-19 of this Code.

(2) The off-highway vehicle constitutes a nuisance pursuant to Title 5, Chapter 1 of this Code, subject to the provisions of that Chapter.

(3) The City is authorized to tow the off-highway vehicle pursuant to state law, subject to all applicable statutory requirements.

C. Off-highway vehicles towed pursuant to this Section shall be stored in a safe place and shall be restored to the owner or operator of such vehicle upon payment of a fee as set by resolution of the City Council, within twenty four (24) hours after the time such off-highway vehicle was removed, plus a fee as set by resolution of the City Council for each additional twenty-four (24) hours or fraction thereof, plus all costs incurred for towing and storing such off-highway vehicle.

D. No off-highway vehicle shall remain parked at the same location within a public right-of-way for more than twenty-four (24) consecutive hours.

Section 2: All ordinances or parts of ordinances in conflict herewith are hereby repealed, but only to the extent of such conflict

Section 3: If any section, paragraph, clause or provision of this ordinance shall for any reason be held to be invalid, unenforceable, or unconstitutional by a court of competent jurisdiction, the invalidity, unenforceability or provision shall not affect any remaining provisions of this ordinance.

Section 4: Upon adoption, the City Clerk of the City of Elko is hereby directed to have this ordinance published by title only, together with the Councilmember voting for or against its passage in a newspaper of general circulation within the time established by law, for at least one publication.

Section 5: This Ordinance shall be effective upon the publication mentioned in Section 4
PASSED AND ADOPTED this ____ day of _____, 2019 by the following vote of the Elko City Council.

VOTES

AYES:

NAYS:

ABSENT: ABSTAIN:

APPROVED this ____ day of _____, 2019.

CITY OF ELKO

BY:

REECE KEENER, Mayor

ATTEST:

KELLY WOOLDRIDGE, City Clerk