

CARSON CITY BOARD OF SUPERVISORS
Minutes of the August 4, 2022 Meeting
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A regular meeting of the Carson City Board of Supervisors was scheduled for 8:30 a.m. on Thursday, August 4, 2022, in the Community Center Robert “Bob” Crowell Boardroom, 851 East William Street, Carson City, Nevada.

PRESENT:

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

STAFF:

Nancy Paulson, City Manager
Aubrey Rowlatt, Clerk-Recorder
Stephanie Hicks, Deputy City Manager
Todd Reese, Senior Deputy District Attorney
Tamar Warren, Senior Deputy Clerk

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

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

(8:31:32) – Mayor Bagwell called the meeting to order at 8:31 a.m. Ms. Warren called roll and noted the presence of a quorum. Retired Silver Sage Church Pastor Ben Fleming provided the invocation. At Mayor Bagwell’s request, District Attorney Jason Woodbury led the Pledge of Allegiance.

5. PUBLIC COMMENT

(8:34:02) – Mayor Bagwell announced that the 9/11 commemoration will take place at the 9/11 Memorial in Mills Park at 1:00 p.m. and that the Calvary Church would provide hot dogs to the attendees. She also entertained public comments. Andrew Quinn introduced himself as a Carson City resident and explained that last year he had donated a book titled *Economics in One Lesson* by Henry Haslitt to the Carson City Library. Mr. Quinn stated that later he had been unable to find the book, which he called a classic, and had inquired about its whereabouts only to find out that it could have been donated to the Browser’s Corner. He also noted that he had been given a copy of the Library’s gifting policies which had stated “materials will be added to the collection only if they meet the same standards required for purchased materials,” adding that the book should be in the library since two million copies of the book had been sold and “especially is somebody donates it.” Mr. Quinn recommended not giving additional funds to the Library for book purchases “until you get some definitions of these terms.” Mayor Bagwell recommended that Mr. Quinn also express his concerns at the Library Board of Trustees’ meeting.

(8:38:08) – Deni French introduced himself as a Carson City resident and explained that he was in favor of item 8.C, and that he wished to provide public comments on items 13.A and 15.A when the items would be discussed.

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6. FOR POSSIBLE ACTION: APPROVAL OF MINUTES – JULY 7, 2022

(8:39:27) – Mayor Bagwell introduced the item and entertained comments or corrections. Supervisor Giomi pointed out a repeated word on page 5 of the minutes which has since been corrected. He also requested a correction to the motion of agenda item 16.A. The correction has been made and the motion now reads:

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

Mayor Bagwell entertained a motion.

(8:40:48) – Supervisor Giomi moved to approve the minutes of the July 7, 2022 Board of Supervisors meeting as corrected. The motion was seconded by Supervisor Jones and carried 5-0-0.

CONSENT AGENDA

(8:41:11) – Mayor Bagwell introduced the item and noted that item 8.A of the Consent Agenda would be tabled and inquired whether the Board or members of the public wished to pull items from the Consent Agenda; however, none were forthcoming. She entertained a motion.

(8:41:37) – Supervisor Giomi moved to approve the Consent Agenda consisting of items 7.A, 8.B, 8.C, 8.D, 8.E, and 8.F as presented. Supervisor White seconded the motion.

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

7. FINANCE

7.A FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING THE REPORT ON THE CONDITION OF EACH FUND IN THE TREASURY AND THE STATEMENTS OF RECEIPTS AND EXPENDITURES THROUGH JULY 22, 2022, PER NRS 251.030 AND 354.290.

8. PURCHASING AND CONTRACTS

8.A FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING A PROPOSED CONTRACT WITH ILOOKABOUT (“ILA”) FOR THE STREETSCAPE AND GEOVIEWPORT (“GVP”) PLATFORM IMPLEMENTATION AND SUBSCRIPTION FOR A FEE

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NOT TO EXCEED \$69,000, FOR A THREE-YEAR TERM COMMENCING UPON COMPLETION OF IMPLEMENTATION, AND AUTHORIZATION FOR THE ASSESSOR TO SIGN THE AGREEMENT.

This item was tabled to the next Board of Supervisors meeting.

8.B FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING CONTRACT NO. 23300158 WITH ESCAPE VELOCITY HOLDINGS, INC. DBA TRACE3 LLC (“TRACE3”) TO PURCHASE EQUIPMENT, AND THREE YEARS OF RELATED SOFTWARE LICENSES AND SUPPORT, FOR THE EXPANSION OF CARSON CITY’S BACKUP SYSTEM FOR A NOT TO EXCEED AMOUNT OF \$391,546.89.

8.C FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING AUTHORIZATION TO PURCHASE WRAP TECHNOLOGIES’ (“WRAP”) BOLAWRAP REMOTE RESTRAINT DEVICES (“BOLAWRAP DEVICE”) AND RELATED ACCESSORIES FOR THE CARSON CITY SHERIFF’S OFFICE (“CCSO”) THROUGH PROFORCE LAW ENFORCEMENT (“PLE”) FOR A TOTAL AMOUNT NOT TO EXCEED \$53,898.50.

8.D FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING AMENDMENT NO. 2 TO CONTRACT NO. 20300170 WITH H+K ARCHITECTS (“H+K”) TO EXPAND THE SCOPE OF SERVICES FOR THE CARSON CITY JUVENILE DETENTION CENTER NEEDS ASSESSMENT (“PROJECT”), TO INCREASE THE CONTRACT AMOUNT BY \$37,750 FOR A NEW NOT TO EXCEED AMOUNT OF \$116,750 AND TO EXTEND THE TIME FOR H+K TO PERFORM THE PROJECT THROUGH DECEMBER 31, 2022.

8.E FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING CONTRACT 23300003 FOR CASHMAN EQUIPMENT COMPANY (“CASHMAN”) TO PROVIDE REPAIR AND PREVENTATIVE MAINTENANCE SERVICES, AS NEEDED, FOR HEAVY EQUIPMENT AT THE CARSON CITY LANDFILL (“LANDFILL”) DURING FISCAL YEAR (“FY”) 2023, FOR AN ANNUAL AMOUNT NOT TO EXCEED \$150,000.

8.F FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING PURCHASE AUTHORITY FOR 36 VEHICLES FOR SEVERAL CARSON CITY DEPARTMENTS, FOR A NOT TO EXCEED AMOUNT OF \$3,655,551.37 UTILIZING THE FOLLOWING NINE JOINDER CONTRACTS: (1) 99SWC-NV21-8888 BETWEEN THE STATE OF NEVADA AND MICHAEL HOHL MOTOR COMPANY; (2) 99SWC-NV21-8815 BETWEEN THE STATE OF NEVADA AND CAPITAL FORD; (3) HGAC FS12-19 BETWEEN THE HOUSTON-GALVESTON AREA COUNSEL (“HOUSTON”) AND SIDDONNS MARTIN EMERGENCY GROUP, LLC; (4) HGAC FS12-19A BETWEEN HOUSTON AND SIDDONNS MARTIN EMERGENCY GROUP, LLC; (5) AM10-20 BETWEEN HOUSTON AND PROFESSIONAL SALES AND SERVICE, LC; (6) 121918-MNR BETWEEN SOURCEWELL AND MONROE TOWMASTER, LLC; (7) 032119-JDC BETWEEN SOURCEWELL AND JOHN DEERE CONSTRUCTION RETAIL SALES; (8) 032119-CNH BETWEEN SOURCEWELL AND CNH INDUSTRIAL AMERICA LLC; AND (9) GS-07F-169DA BETWEEN THE UNITED STATES GENERAL SERVICES ADMINISTRATION AND LENCO INDUSTRIES, INC.

END OF CONSENT AGENDA

ORDINANCES, RESOLUTIONS, AND OTHER ITEMS

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

No items were pulled from the Consent Agenda.

10. CITY MANAGER

10.A FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING THE APPOINTMENT OF ONE MEMBER TO THE ADVISORY BOARD TO MANAGE WILDLIFE TO FILL AN AT-LARGE POSITION TO REPRESENT THE GENERAL PUBLIC OF THE CITY, FOR A TERM THAT WILL EXPIRE IN JULY 2024.

(8:42:03) – Mayor Bagwell introduced the item, invited applicant Tim Wilson to the microphone, and explained the interview and selection processes. The Mayor and supervisor asked their unique questions to Mr. Wilson. A record of the interview is available for viewing on the City’s website at the following address:
https://carsoncity.granicus.com/MediaPlayer.php?view_id=2&clip_id=2082.

Mayor Bagwell thanked Mr. Wilson for applying and entertained a motion. Supervisor Giomi complimented Mr. Wilson for being “well rounded and perfect for the position.” He also wished to make a motion.

(8:57:50) – Supervisor Giomi moved to appoint Tim Wilson to the citizen-at-large position for a term that will expire in July 2024. The motion was seconded by Supervisor White.

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

11. PURCHASING AND CONTRACTS

11.A FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING CONTRACT NO. 21300271 FOR INTERNAL AUDIT SERVICES WITH EIDE BAILLY, LLP, FOR AN INITIAL THREE-YEAR TERM WITH TWO ONE-YEAR OPTIONS, FOR A NOT TO EXCEED ANNUAL AMOUNT OF \$110,000.

(8:57:57) – Mayor Bagwell introduced the item and read into the record a prepared disclosure statement, advised of a disqualifying conflict of interest, and stated that she would not participate in discussion and

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action. She also turned the gavel over to Mayor Pro Tempore Giomi who entertained Board comments or questions; however, none were forthcoming. He then entertained a motion.

(8:58:53) – Supervisor White moved to approve the contract as presented. The motion was seconded by Supervisor Jones.

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

12. FINANCE

12.A FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING A PROPOSED RESOLUTION CONCERNING THE FINANCING OF INFRASTRUCTURE PROJECTS; DIRECTING THE CARSON CITY CLERK-RECORDER TO NOTIFY THE CARSON CITY DEBT MANAGEMENT COMMISSION OF THE CITY'S PROPOSAL TO ISSUE GENERAL OBLIGATION INFRASTRUCTURE SALES TAX BONDS ADDITIONALLY SECURED BY PLEDGED REVENUES, IN THE AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$5,550,000; PROVIDING CERTAIN DETAILS IN CONNECTION THEREWITH; AND PROVIDING THE EFFECTIVE DATE.

(8:59:44) – Mayor Bagwell introduced the item. Chief Financial Officer Sheri Russell reviewed the information included in the Staff Report, which is incorporated into the record, and clarified that the general obligation infrastructure sales tax bond would finance the unfunded portion of the William Street Corridor Project. Mayor Bagwell clarified that the Board’s action was not to approve the bond but to adopt a resolution to direct the Carson City Clerk-Recorder to give notice to the Carson City Debt Management Commission of the City's intent to issue the bond. Supervisor White thanked Staff “for your patience and for fielding my questions.” There were no public comments; therefore, Mayor Bagwell entertained a motion.

(9:01:40) – Supervisor White moved to adopt Resolution No. 2022-R-27. The motion was seconded by Supervisor Giomi.

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

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13. PUBLIC WORKS

13.A FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING A PROPOSED RESOLUTION PERMITTING CARSON CITY TO SUBORDINATE ITS INTERESTS— ARISING FROM A DEVELOPMENT AGREEMENT ADOPTED AS ORDINANCE NO. 2021-14 (“DEVELOPMENT AGREEMENT”) FOR AN AFFORDABLE HOUSING PROJECT (“PROJECT”) PLANNED ON 2.91 ACRES OF LAND ALONG BUTTI WAY WITH ASSESSOR’S PARCEL NUMBER (“APN”) 010-037-07 (“PROPERTY”)—IN THE PROPERTY TO WESTERN ALLIANCE BUSINESS TRUST (“WABT”) THROUGH A SUBORDINATION AGREEMENT (“SUBORDINATION AGREEMENT”) BETWEEN THE CITY, WABT AND SIERRA FLATS SENIOR LP (“SIERRA FLATS”).

(9:02:14) – Mayor Bagwell introduced the item. Deputy Public Works Director Dan Stucky gave background and clarified that this day’s discussion pertained only to phase one of the project. Deputy District Attorney Adam Tully presented the Staff Report and the Subordination Agreement, both of which are incorporated into the record (the latter as late material). He explained that the principal impact of the subordination was that “without the lender’s consent the City would not be able to have the property revert for a default under the Development Agreement,” adding that the City would be able to enforce other portions of the Development Agreement through the Building Department or other mechanisms.” Mr. Tully also clarified that if the lender forecloses on the property, the new owner would be able to have the property free of the Development Agreement; however, it will still be subject to the restrictive covenant and the 51-year affordability period. Mayor Bagwell received confirmation that the risk to the City was only during the construction period, which Oikos Development President and Chief Executive Officer Michael Snodgrass estimated to take 18 months. He also believed that construction could begin as early as August 26, 2022, citing interest rates as one of the causes of the delay.

(9:12:00) – Supervisor Giomi believed that the risk to the City was “minimal” because of the restrictive covenants, since “the land can only be used for what we’ve declared it to be used for, so the bank is going to have to negotiate with someone to get completion because they’re not ever going to get their money back otherwise.” Supervisor Giomi noted that another option could allow the City to pay the bond to purchase the property and sell it to another developer. Mayor Bagwell looked forward to having a groundbreaking by September 1, 2022, and entertained public comments.

(9:13:48) – Mr. French expressed concern that “we gave the property away,” adding that with the current property values, the City could have “made a nice bit of money off of it which could have been used for whatever.” Mr. French believed that “at this point, I don’t think we have enough protections for the City,” adding that the City was looking at the possibility of becoming a landlord. He preferred that individuals who qualified for subsidized housing through an agency use their “certificates” to lease from landlords. Mayor Bagwell explained that “finding landlords willing to accept a Housing and Urban Development (HUD) voucher is almost impossible.” She clarified that they were readily available “and we have hundreds of them in Carson City that have been granted and there is no landlord that will accept them.” She attributed the situation to the increase in fair market rents and stated that the City had been working on the project for a long time to help those who are in need in this community.

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(9:20:11) – Supervisor White noted that he had no objections to the project in general; however, “I continue to object to the gifting of the taxpayers’ property;” therefore, he would not support the item. Mayor Bagwell entertained additional comments and when none were forthcoming, a motion.

(9:20:44) – Supervisor Jones moved to adopt Resolution No. 2022-R-28 as presented in the late material. The motion was seconded by Supervisor Giomi.

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

14. FIRE

14.A FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING (1) A FIVE-YEAR CONTRACT WITH BRYX, INC. (“BRYX”) TO PROVIDE EQUIPMENT, SOFTWARE AND SUPPORT FOR A STATION ALERTING SYSTEM FOR THE CARSON CITY FIRE DEPARTMENT’S (“CCFD”) THREE FIRE STATIONS FOR AN AMOUNT NOT TO EXCEED \$120,500; AND (2) A RECOMMENDATION FROM THE 9-1-1 SURCHARGE ADVISORY COMMITTEE (“9-1-1 COMMITTEE”) TO DISBURSE \$115,500 IN 9-1-1 SURCHARGE FUNDS FOR THIS CONTRACT.

(9:21:53) – Mayor Bagwell introduced the item and entertained Board or public comments; however, none were forthcoming. Therefore, she entertained a motion.

(9:22:19) – Supervisor Giomi moved to approve and authorize the Mayor to sign the contract as presented, and to approve the expenditure of \$115,500 from the 9-1-1 Surcharge Fund Account for the contract. The motion was seconded by Supervisor White.

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

(9:22:52) – Mayor Bagwell recessed the meeting for a closed session to confer with counsel.

(9:56:30) – Mayor Bagwell reconvened the Board of Supervisors meeting. A quorum was still present.

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15. CITY MANAGER

15.A FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING A PROPOSED SETTLEMENT OFFER IN THE AMOUNT OF \$400,000, PAYABLE TO PLAINTIFF TAHOE HEMP, LLC, TO SETTLE ALL CLAIMS ARISING FROM LITIGATION RELATING TO PROPOSED HEMP CULTIVATION ON CARSON CITY OPEN SPACE PROPERTY LOCATED AT 4900 CARSON RIVER ROAD ("BUZZY'S RANCH").

(9:56:35) – Mayor Bagwell introduced the item and read into the record a prepared disclosure statement, advised of no disqualifying conflict of interest, and stated that she would participate in discussion and action. District Attorney Jason Woodbury provided background, incorporated into the Staff Report, and explained that Carson City had been named in litigation initiated by Tahoe Hemp, LLC, which was currently pending, on appeal, with the Nevada Supreme Court. He stated that as part of the appeal process, a mandatory settlement conference had taken place and a “best and final offer” was presented to the City by Tahoe Hemp, LLC. Mr. Woodbury recommended, for reasons discussed in the closed session, rejecting the settlement offer. Mayor Bagwell entertained public comments.

(9:59:22) – Kaempfer Crowell attorney Rick Campbell introduced himself as a representative of Tahoe Hemp, LLC and referenced the summary judgment by [Carson City District Court, Department II] Judge James Wilson, noting that “he got this one wrong.” Mr. Campbell disagreed that hemp production would destroy the property in question. He also believed that Staff had rushed to judgment by denying the permit, and read into the record correspondence among staff and between Staff and Tahoe Hemp, LLC. Mr. Campbell cited their expert’s opinion who had estimated the first-year damages to Tahoe Hemp, LLC to be \$28 million and recommended accepting the \$400,000 settlement, which he called “a major concession” for his client. Mayor Bagwell entertained public comments.

(10:02:47) – Mr. French believed that both parties had acted in good faith when signing the agriculture agreement with the Jarrard family. He noted that since hemp was not part of the original crops of the property when it was transferred to the Open Space Department, the City should not be “held hostage.” He believed that the City could not afford to fight long-term fights and he considered settling unfair to the City.

(10:05:35) – Robert Lopez introduced himself as “part owner of Tahoe Hemp” and noted that Judge Wilson had determined hemp to be an agricultural product and that they were in compliance in using the property for that purpose; however, he had thrown the case out due to the waste created from the project. Mr. Lopez called hemp a “cleansing product” for the soil. He also noted that when touring the property with former Open Space Administrator Ann Bollinger, they had offered to rehabilitate the property after their use calling the decision “very bad.” There were no additional public comments. Mayor Bagwell entertained Board discussion or a motion.

(10:07:56) – Supervisor Giomi moved to reject the settlement offer. The motion was seconded by Supervisor White.

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

16. BOARD OF SUPERVISORS

NON-ACTION ITEMS:

FUTURE AGENDA ITEMS

STATUS REVIEW OF PROJECTS

INTERNAL COMMUNICATIONS AND ADMINISTRATIVE MATTERS

CORRESPONDENCE TO THE BOARD OF SUPERVISORS

STATUS REPORTS AND COMMENTS FROM THE MEMBERS OF THE BOARD

STAFF COMMENTS AND STATUS REPORT

(10:08:25) – Mayor Bagwell entertained Staff and Board comments. Ms. Paulson announced that a Human Resources annual report, the building needs assessment, and the Board of Health meeting would be agendaized for the August 18, 2022 meeting. She also noted that Ms. Hicks would present the Strategic Plan annual report during the September 1, 2022 meeting. Supervisor Giomi inquired about receiving reports such as those from the Internal Finance Committee or the Building Department which had been regularly agendaized prior to the COVID-19 emergency declaration.

(10:10:15) – Supervisor Schuette praised the National Night Out event, calling it “delightful.” She thanked the different organizations for participating. She also updated the Board on the National Association of Counties (NACo) Conference in Colorado, July 21-24, 2022, which she called inspiring and encouraging. Supervisor Giomi invited the Board to attend the Nevada Association of Counties (NACO) Annual Conference in Virginia City, September 27-29, 2022. Mayor Bagwell announced that she would attend the Nevada League of Cities Conference in Las Vegas, August 9-12, 2022, adding that she would present the conference information at the next meeting. She also stated that she had joined the Move with the Mayor national initiative that works with mayors across the country to challenge their communities to be more physically active and stated that she would bring forward the first six activities “that showcase our community,” including a swim challenge with canines and their handlers.

CLOSED NON-MEETING TO CONFER WITH MANAGEMENT REPRESENTATIVES AND COUNSEL

This item took place after item 14.A.

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17. PUBLIC COMMENT

(10:15:44) – Mayor Bagwell entertained final public comments. Mr. French expressed his appreciation to the Board, noting that he was “exhausted” reading the material. He thanked Supervisor Giomi for providing him with contact information in order to have his Wildland Fuels Reduction Program questions answered. Mr. French also praised the National Night Out program and clarified one of his previous public comments, urging the community of landlords to provide space for those with agency vouchers.

18. FOR POSSIBLE ACTION: TO ADJOURN

(10:18:47) – Mayor Bagwell adjourned the meeting at 10:18 a.m.

The Minutes of August 4, 2022 Carson City Board of Supervisors meeting are so approved on this 1st day of September, 2022.

LORI BAGWELL, Mayor

ATTEST:

AUBREY ROWLATT, Clerk-Recorder

Attachments: written public comments



STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** September 1, 2022

Staff Contact: Corey Jenkins, Airport Manager

Agenda Title: For Possible action: Discussion and possible action regarding a proposed sixth amendment (“Amendment”) to the lease agreement (“Lease”) between Mentors Unlimited, Inc. (“Mentors”) and the Carson City Airport Authority (“Airport”) concerning APN 005-011-88 that would (1) allow Mentors to continue operating under the Lease through December 8, 2034, and (2) increase the rental rate for the Lease to \$0.28 per square foot annually. (Steve Tackes, kcnvlaw.com; Corey Jenkins, cjenkins@flycarsoncity.com)

Staff Summary: The Lease was originally executed between Carson City and Mentors in 1987, then subsequently amended five times. Currently, the Lease will expire on December 8, 2024, and Mentors pays \$0.12 per square foot annually in rent. The Amendment would extend the Lease by 10 years, such that it expires on December 8, 2034, and it would increase the rental rate to \$0.28 per square foot annually.

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

Proposed Motion

I move to approve the Amendment as presented.

Board's Strategic Goal

Economic Development

Previous Action

May 21, 1987 – The Board of Supervisors (“Board”) approved the Lease between Carson City and Mentors for a base rent of \$0.05 per square foot annually at the Carson City Airport.

December 5, 2002 – The Board approved the fourth amendment to the Lease with Mentors, reducing the size of Mentors’ leasehold, and approved a separate lease on identical terms to the Byard Family Trust for the area removed from the Lease with Mentors.

May 15, 2014 – The Board approved the fifth amendment to the Lease with Mentors, again reducing the area leased by Mentors and approving a separate lease for that area to Dennis Buehn.

Background/Issues & Analysis

On May 21, 1987, the City leased 1.4385 acres (62,660 square feet) of Carson City Airport land to Mentors through the Lease, recorded on May 22, 1987 as Document No. 58641, for an initial term of 30 years with a provision allowing the Lease’s term to be extended by 10 years upon mutual agreement. Base rent under the Lease was \$0.05 per square foot per year with adjustments every five years based on the Consumer Price Index (“CPI”). The Lease included the use of public runways, taxiways and ramps in common with other users.

On November 30, 1992, the Airport, as successor to Carson City, executed the first amendment to the Lease, which was recorded on February 17, 1993 as Document No. 140253, to adjust the rent from \$0.05 to \$0.062 per square foot annually, effective December 1, 1992, and to require CPI adjustments every two years.

On February 10, 1994, the Airport executed the second amendment to the Lease, recorded on May 13, 1994 as Document No. 161511, to enlarge the boundaries of the leased area to 1.6 acres (69,890 square feet) to facilitate access for emergency vehicles.

On December 8, 1994, the Airport executed the third amendment to the Lease, recorded on December 19, 1994 as Document No. 170359, to permit certain activities and extend the term of the Lease by 30 years from the date of the third amendment, with the option to extend the Lease's term by an additional 10 years upon mutual agreement. Additionally, the rent was adjusted from \$0.062 to \$0.071 per square foot annually.

On September 19, 2002, the Airport executed the fourth amendment to the Lease, recorded on December 6, 2002 as Document No. 288081, to reduce the area leased to 0.83 acres (36,150 per square) and make a corresponding reduction in the rent due.

On April 16, 2014, the Airport executed the fifth amendment to the Lease, recorded on June 4, 2014 as Document No. 444891, to reduce the area leased to 0.4855 acres (21,150 square feet) and make a corresponding reduction in the rent due.

Under the terms of the Airport Authority Act for Carson City (Chapter 844, Statutes of Nevada, 1989), leases of Airport land require approval of both the Airport Authority and the Board. At the July 20, 2022, Airport meeting, the Airport voted to approve the Amendment, such that (1) the Lease term, which was set to expire December 8, 2024, is extended by 10 years from that expiration date, and therefore expires under the Amendment on December 8, 2034; and (2) effective upon approval of the Amendment, Mentors' rental rate increases from \$0.12 to \$0.28 per square foot annually. That rent increase is based on a recent appraisal of similar property, establishing the current market rate for the property covered by the Lease.

Although the Amendment's first line states the Amendment is "made and entered into on this ____ day of May, 2022," the only two changes made by the Amendment take effect later, because (1) the 10-year extension does not commence until December 8, 2024; and (2) the rental rate increase is not triggered until the Amendment is approved. Therefore, there is no substantive impact to permitting the Amendment to have a retroactive date in May of 2022, because regardless of the date the Amendment purports to take effect, the extended term and rental rate increase take effect upon, or after, any approval by the Board of Supervisors.

Applicable Statute, Code, Policy, Rule or Regulation

Airport Authority Act for Carson City, Chapter 844, Statutes of Nevada, 1989

Financial Information

Is there a fiscal impact? No

If yes, account name/number:

Is it currently budgeted?

Explanation of Fiscal Impact: No City impact. Will generate revenue for the Airport.

Alternatives

Do not approve the proposed Amendment and redirect the matter to the Airport.

Attachments:

[Airport Lease_Doc#58641.pdf](#)

[Addendum to Airport Lease_Doc#140253.pdf](#)

[Second Addendum_Airport Lease_Doc#161511.pdf](#)

[Third Addendum_Airport Lease_Doc#170359.pdf](#)

[Fourth Addendum_Airport Lease_Doc#288081.pdf](#)

[Fifth Addendum_Airport Lease_Doc#444891.pdf](#)

[2022 05 22 Mentors Unlimited Sixth Amendment - Not Executed.pdf](#)

Board Action Taken:

Motion: _____

1) _____

2) _____

Aye/Nay

(Vote Recorded By)

LEASE OF CARSON CITY AIRPORT PROPERTY

THIS AGREEMENT made and entered into this 21 day of May, 1987,
by and between CARSON CITY, a consolidated municipality of the State of
Nevada, LESSOR, hereinafter referred to as "CITY", and MENTORS UNLIMITED,
INC., a Nevada corporation, hereinafter referred to as "LESSEE".

WITNESSETH:

WHEREAS, the CITY and LESSEE desire to enter into an agreement
providing for the lease of certain airport property;

NOW, THEREFORE, in consideration of the mutual covenants contained
herein, the parties hereto agree as follows:

I. PROPERTY LEASED:

The CITY hereby leases to LESSEE that certain portion of the
Carson Airport which is defined on the map attached hereto marked Exhibit
"A" and made a part hereof by this reference. Said portion is more
particularly described as follows:

"A certain parcel of land situate in the north 1/2 of
the southeast 1/4 of section 4, township 15 north, range
20 east, M.D.B. & M., Carson City, Nevada, said parcel
being more particularly described to wit:

Commencing at the south 1/16 quarter common to section 3
and 4; thence on a Nevada State plane coordinate system
bearing north $71^{\circ}05'32''$ west - 2036.03 feet; thence
south $1^{\circ}41'25''$ east - 15 feet to the point of
beginning; thence continuing south $72^{\circ}41'25''$ east - 241
feet; thence south $17^{\circ}18'35''$ west - 260 feet; thence
north $72^{\circ}41'25''$ west - 241 feet; thence north $17^{\circ}18'35''$
east - 260 feet to the point of beginning. The above
described parcel has an area of 62,660 sq. ft. or 1.4385
acres more or less."

II. TERM OF LEASE:

It is agreed that LESSEE is granted the aforescribed premises to
have to hold, including the use of all public runways, taxiways and ramps in
common with others, for the following terms, unless sooner terminated as
herein provided and subject to conditions and covenants herein contained

1 for a term of thirty (30) years commencing on the date of execution of this
2 Agreement. Upon further negotiation and if agreement as to terms is reached
3 by both parties, then in that event the term of Lease may be extended for a
4 period of ten (10) years.

5 III. IMPROVEMENTS:

6 LESSEE agrees and covenants to complete construction of a building
7 or buildings containing not less than 12,000 square feet on the premises on
8 or before two (2) years from date of this Agreement. The building program
9 schedule shall be within the following time frame:

10 (1) Total building and site plan shall be submitted within six (6)
11 months of this Agreement with supporting financial funding data from a
12 financial institution with their commitment to fund building one with
13 further commitments submitted prior to subsequent scheduled construction;

14 (2) The building erection permit shall be acquired from Carson
15 CITY Public Works Code Enforcement Division as needed. Said building or
16 buildings shall be constructed in accordance with the Carson Airport rules
17 and regulations, and with the applicable building codes.

18 (3) Building one consisting of not less than 4,800 square feet
19 shall be completed within one (1) year from the date of this agreement.

20 (4) Building two of not less than 2,400 square feet shall be
21 completed within eighteen (18) months from the date of this agreement.

22 (5) Building three of not less than 4,800 square feet shall be
23 completed within two (2) years of the date of this agreement.

24 In addition to the foregoing building or buildings LESSEE may,
25 with the written consent of the CITY, construct such additional buildings as
26 may be desired. Said consent shall not be unreasonably withheld. Title to
27 all improvements, including, but not limited to the above-mentioned building
28 or buildings made on the premises, shall become the property of the CITY

1 upon the expiration or termination of the Lease. LESSEE shall clear all
2 mortgages and other financing encumbrances prior to the expiration of the
3 thirty (30) year term of lease.

4 IV. NON-EXCLUSIVE RIGHTS GRANTED:

5 The use herein granted is for a special Fixed Base Operation by
6 the LESSEE.

7 LESSEE agrees and covenants to have the following non-exclusive
8 services available on any parcels leased:

- 9 1. Aircraft sales.
- 10 2. Parts and accessories sales.
- 11 ~~3. Aircraft rental.~~ *WJ*
- 12 4. Maintenance services which shall include services in one or
13 more of the following:
- 14 A. Airframe overhaul and repair;
- 15 B. Engine overhaul and repair;
- 16 C. Radio and electrical shop;
- 17 D. Instrument shop;
- 18 E. Aircraft interior work;
- 19 F. Refinishing and painting;
- 20 5. Fuel storage (not for resale).

21 Any other services which may be provided by a Fixed Base Operator
22 under the Airport rules and regulations shall be allowed, provided approval
23 of the CARSON CITY Board of Supervisors through formal Board action is first
24 obtained. Such approval shall not be unreasonably withheld.

25 V. FEDERAL AVIATION ADMINISTRATION REGULATIONS AGREED TO:

26 It is mutually understood and agreed by the LESSEE and CITY that
27 CARSON CITY, in accepting federal aid for the development of the CARSON CITY
28 Airport, agreed in writing to FAA regulations concerning any agreements,

1 contracts, leases or other privileges given in connection with the airport.
2 These FAA regulations require:

3 Aeronautical Uses

4 1. That, directly or indirectly, exclusive rights will not be
5 granted for the conduct of aeronautical activities on the airport.

6 2. That the LESSEE agrees to charge fair, reasonable and not
7 unjustly discriminatory prices for each unit or service, provided that the
8 LESSEE may be allowed to make reasonable and non-discriminatory discounts,
9 rebates, or other similar types of price reductions to volume purchasers.

10 3. That the LESSEE agrees not to discriminate against any person
11 or class of persons by reason of race, color, creed or national origin in
12 the use of any of the facilities provided for the public on the airport.

13 4. That the LESSEE understands and agrees that nothing herein
14 contained shall be construed to grant or authorize the granting of an
15 exclusive right within the meaning of Section 308 of the Federal Aviation
16 Act.

17 5. That CITY reserves the right to maintain, develop or improve
18 the landing area and all publicly owned facilities of the airport as it may
19 be found necessary in the CITY'S sole discretion, together with the right to
20 direct and control all ground traffic over designated aircraft taxi areas.

21 6. That this lease shall be subordinate to the provisions and
22 requirements of any existing or future grant agreements between CITY and the
23 United States of any existing or future Federal Aviation Regulations
24 relative to the development, operation or maintenance of the airport.

25 Non-Aeronautical Uses

26 7. That there is hereby reserved to CITY, its successors and
27 assigns, for the use and benefit of the public, a right of flight for the
28 passage of aircraft in the airspace above the surface of all of the premises

1 of the LESSEE described in the "Property Leased" section, herein, together
2 with the right to cause in said airspace such noise as may be inherent in
3 the operation of aircraft, now known or hereafter used for navigation of or
4 flight in the air, using said airspace or landing at, taking off from or
5 operation on Carson Airport.

6 8. That the LESSEE by accepting this lease expressly agrees for
7 itself, its successors and assigns that it will not erect or permit the
8 erection of any structure or object nor permit the growth of any trees on
9 the land described in the "Property Leased" section herein, in violation of
10 any height zoning ordinances.

11 9. That the LESSEE by accepting this lease expressly agrees for
12 itself, its successors and assigns that it will not make use of the premises
13 described in the "Property Leased" section, herein, in any manner which might
14 interfere with the landing and taking off of aircraft from Carson CITY
15 Airport or otherwise constitute a hazard. In the event the aforesaid
16 covenant is breached, CITY reserves the right to enter upon the LESSEE's
17 premises described in the "Property Leased" section, herein, and cause the
18 abatement of such interference at the expense of the LESSEE.

19 10. The LESSEE agrees that the Federal Aviation Administration
20 (FAA) Regulations listed in Paragraph A through I, paragraph 7 herein, are
21 part of this lease and that LESSEE agrees to abide by them.

22 VI. TERMINATION OF AGREEMENT:

23 1. In the event of any of the following conditions existing
24 LESSEE may elect, in its sole discretion, any remedy provided in Section 2
25 immediately following.

26 A. If the CITY fails to perform under this lease after
27 failing to remedy a deficiency after sixty (60) days written notice by
28 LESSEE.

1 B. If the CITY commits any act that prevents LESSEE from
2 doing any business authorized herein for a period of sixty (60) days.

3 C. If the airport is closed by lawful authority, if normal
4 business is interrupted by fire, earthquake, flood, enemy action, civil
5 strife, strikes, picketing or other coercive activity by labor groups,
6 action by a public agency or public officials, enactment, enforcement of
7 public laws or any other intervening cause beyond LESSEE's control, which
8 said closure cannot be repaired or remedied within sixty (60) days.

9 2. When normal business is interrupted by any cause set forth in
10 paragraph (1) above, LESSEE may elect, in its sole discretion, to either
11 terminate the Lease or to have all rent and fees abated throughout the
12 period of interruption. Should LESSEE elect to have the rent abated, the
13 term of this Lease shall automatically be extended a period of time equal to
14 the period of interruption.

15 3. The CITY may terminate this agreement in its entirety upon
16 the occurrence of any of the following events.

17 A. The abandonment or discontinuance of operations at the
18 airport by LESSEE.

19 B. LESSEE defaulting in payment of the Lease payments as
20 specified herein and the lease payment not being made within fifteen (15)
21 days after service of notice as provided herein.

22 C. Violation or non-compliance by the LESSEE of any of the
23 provisions of paragraph 6 or 7 hereof.

24 D. LESSEE failing to maintain the leased premises and
25 improvements in good condition and repair according to the terms of this
26 Lease.

27 E. It is understood that the LESSEE is bound by the rules
28 and regulations of the Carson Airport and must comply with same. Should

1 said rules and regulations be amended from time to time it shall be the
2 responsibility of LESSEE to become informed as to any amendments and comply
3 with same. LESSEE further agrees that its license and authority to carry on
4 business at the airport shall be subject to the terms and conditions set out
5 in those rules and regulations. Nothing in this paragraph shall authorize
6 the CITY to alter the terms of this Lease by unilateral action.

7 It is specifically understood and agreed that the
8 above-mentioned occurrences are separate and that each constitutes a
9 separate basis upon which this Lease may be terminated.

10 VII. LEASE PAYMENTS:

11 1. LESSEE shall pay to the CITY five cents (\$0.05) per square
12 foot per annum of land area leased on the subject parcel, payable monthly,
13 on or before the 10th day of each month. Should LESSEE fail to construct
14 its buildings on the subject parcel within the above-described time frames,
15 then LESSEE shall pay to the CITY ten cents (\$0.10) per square foot until
16 the building in violation of the applicable time frame is erected. This
17 increased payment in no way absolves LESSEE from its obligation to construct
18 said buildings and in no way affects CITY's remedies regarding the same.

19 2. Fuel Sales: LESSEE guarantees that its supplier of fuel
20 shall pay LESSOR 1-1/2 cents per gallon of fuel utilized at the Carson CITY
21 Airport.

22 Should LESSOR choose to construct, upon Board approval, a fuel
23 facility and should the LESSEE choose to use said facility, then LESSEE
24 would pay LESSOR an additional 1-1/2 cents per gallon of fuel utilized.
25 This additional fuel storage fee shall not apply to fuel sold to agencies
26 of the United States Government, the State of Nevada, and to aircraft
27 operated by LESSEE.

28 3. An adjustment of the rents and fees shall occur on five year

1 anniversary intervals during the term of this Lease with the base year being
2 January 1, 1987. Such adjustment shall be based upon the percentage
3 increase reflected by the Consumer Price Index (hereinafter called the Price
4 Index). The Price Index shall mean the average for "all items" shown on the
5 "U.S. City Average for Urban Wage Earners and Clerical Works (including
6 Single Workers)", all items, groups, subgroups, and special groups of items
7 as promulgated by the Bureau of Labor Statistics of the U.S. Department of
8 Labor. The base index to be used shall be the average of such index figures
9 published for the first quarter of calendar year 1977. In no event,
10 however, shall any decrease in the Consumer Price Index result in a decrease
11 of the rent.

12 **VIII. INSURANCE:**

13 1. LESSEE shall indemnify and save harmless the CITY, its
14 officers, agents and employees, from and against any and all claims,
15 demands, loss or liability of any kind or nature which CITY, its officers,
16 agents and employees, or any of them, may sustain or incur or which may be
17 imposed upon them or any of them, for injury to or death of any persons or
18 damage to any property in the use of the premises described in paragraph II
19 herein.

20 2. As a condition precedent to the effectiveness of this Lease
21 and in partial performance of the LESSEE's obligations hereunder, LESSEE
22 shall obtain and maintain in full force and effect during the term of this
23 agreement, a policy or policies of liability insurance with carriers and in
24 form satisfactory to CITY with minimum limits of \$500,000/1,000,000 bodily
25 injury and \$1,000,000 property damage insurance, or equivalent. The CITY
26 shall be named as an additional insured in such policies.

27 3. The policy shall further provide that the same shall not be
28 cancelled or coverage reduced until a thirty (30) day written notice of

1 cancellation has been served upon the CITY.

2 4. LESSEE shall deliver an acceptable certificate of insurance
3 to CITY.

4 5. In addition, the LESSEE shall provide and maintain fire and
5 extended coverage insurance against damage to the buildings to be
6 constructed upon the leased premises in the amount of the insurable value
7 thereof.

8 6. The procuring of such policies of insurance shall not be
9 construed to be a limitation upon the LESSEE's liability or as a full
10 performance on their part of the indemnification provisions of this Lease,
11 LESSEE's obligation being, notwithstanding said policies of insurance, for
12 the full and total amount of any damage, injury or loss caused by negligence
13 or neglect connected with their operation under this Lease.

14 IX. MISCELLANEOUS TERMS:

15 1. Construction:

16 LESSEE may construct, modify, repair or improve its leased
17 premises at any time during the term of this Lease in conformance with
18 established and customary standards of Fixed Base Operations development,
19 zoning ordinances, sign ordinances and building codes of Carson CITY.
20 Except for minor repairs, LESSEE shall obtain the prior consent to the CITY.

21 2. Assignment or Subletting of Lease:

22 A. LESSEE shall have the right to assign or sublet this
23 Lease, subject to assignee/sublettee meeting the CITY's requirements
24 concerning financial responsibility and the CITY's granting advance written
25 approval by Board action. Any assignment, or sublease, of this Lease will
26 require that the assignee/sublettee be subject to all conditions, items and
27 provisions of this Lease.

28 B. LESSEE shall have the right to assign/sublet or sell

1 this Lease, for the purpose of securing additional financing, upon the prior
2 approval of the CITY.

3 C. For the purposes of this section, LESSEE shall give
4 written notice to CITY of any proposed assignment or sublease.

5 D. The parties agree that a transfer of corporate
6 interests in excess of twenty-five percent (25%) shall be deemed an
7 assignment of this Lease.

8 E. Approval of assignment, or sublease, will not be
9 unreasonably withheld.

10 3. Utilities:

11 Unless otherwise expressly stated herein, LESSEE agrees to
12 pay for all utilities used on the leased premises.

13 4. Inspection by CITY:

14 LESSEE agrees to permit CITY to enter upon and inspect all
15 leased premises at all reasonable times.

16 5. Rights of Quiet Enjoyment:

17 LESSEE is granted the right to ingress, egress and free
18 access to the premises and to peaceful possession and quiet enjoyment. CITY
19 shall provide an access easement on the parcel immediately south of the
20 subject parcel (at a location mutually acceptable to the parties) to said
21 parcel if required by LESSEE. LESSEE shall improve said access easement to
22 CITY standards.

23 6. CITY Not to Interfere with Business:

24 A. CITY agrees not to make any fundamental changes in its
25 master plan that would adversely affect the LESSEE's business.

26 B. CITY will not (without just cause) give terms better
27 than those specified herein to any other operator or tenant.

28 C. CITY further agrees that it will continue to operate the

1 airport as a public airport, consistent with governmental regulations,
2 throughout the term of this Lease.

3 D. If CITY requires removal or relocation of any area of
4 land, building or other facility leased herein during the Lease period, the
5 CITY agrees to pay all costs to relocate LESSEE's facilities to a place on
6 the airport of comparable convenience and accessibility and to further
7 replace any improvements on the leased property constructed by LESSEE.

8 7. Maintenance of Premises:

9 LESSEE agrees to maintain the interior and exterior of all
10 buildings constructed upon the leased premises in a clean, sanitary and
11 attractive condition.

12 8. Snow, Ice and Weed Removal:

13 A. The CITY agrees to promptly remove all ice, snow and
14 weeds from all common areas of the airport. CITY agrees to engage private
15 equipment to maintain the airport when CITY equipment is not available for a
16 period of more than 36 hours from the time VFR conditions prevail.

17 B. The LESSEE agrees to remove snow, ice and weeds from the
18 areas leased and herein described. The CITY may, at the request of LESSEE,
19 assist LESSEE in snow, ice and weed removal. In the event of CITY
20 assistance, LESSEE agrees to hold CITY harmless from all liability for
21 damage caused by such assistance on leased property.

22 9. Rules of Construction:

23 A. Whenever approval of either party is herein required,
24 approval shall be presumed upon the failure to respond within thirty (30)
25 days of mailing of notice.

26 B. Whenever approval of either party is required herein,
27 approval shall not unreasonably be withheld.

28 / / /

1 X. SUBCONTRACTING RIGHTS:

2 The LESSEE shall have the right to subcontract portions of
3 activities under the terms of the Lease, provided such agreements meet the
4 requirements of this Lease.

5 XI. TAXES:

6 LESSEE agrees to pay all taxes legally imposed or assessed upon
7 its property located at the Carson Airport.

8 XII. GENERAL:

9 1. It is understood and agreed that each and all the terms of
10 this Lease are subject to the regulations and provisions of law applicable
11 to the operation of Carson Airport as a Federal Aid Airport Project. If any
12 provision of this Lease is invalid, the other provisions of the Lease which
13 are valid shall remain in effect, and the Lease will be re-negotiated to
14 comply with the requirements of the applicable laws and regulations.

15 2. The LESSEE agrees to observe and obey during the terms of
16 this Lease all laws, rules and regulations promulgated and enforced by the
17 State of Nevada, Carson City, and by any other proper authority having
18 jurisdiction over the conduct of operations at the Carson Airport.

19 3. Carson City shall have complete dominion over the premises
20 described in Paragraph II herein during the term of this Lease for the
21 purpose of and to the extent necessary to maintain law, order and safety and
22 has the authority and the right to deny access to the Carson Airport by any
23 person who fails to conform.

24 XIII. NOTICES:

25 It is agreed that any notice to be given or served upon the
26 LESSEE shall be sufficient if sent by registered mail, postage prepaid
27 addressed to MENTORS UNLIMITED, INC., P. O. Box 2667, Carson City, Nevada
28 89702, and any notice to be given or served upon the CITY shall be

1 sufficient if sent by registered mail, postage prepaid, addressed to the
2 Carson City Manager, 2621 Northgate Lane, Carson City, Nevada 89701.

3 XIV. SUCCESSORS AND ASSIGNS:

4 By this Lease, each party binds himself, his heirs, trustees,
5 representatives and all successors and assigns in interest. Each party
6 guarantees the performance of any and all covenants and conditions contained
7 in this agreement; and upon the failure of any successor in interest to so
8 perform, the parties agree to complete such covenants, conditions and
9 requirements of this agreement.

10 EXECUTED at Carson City, Nevada, as of the day and year in this
11 agreement first above written.

12 CARSON CITY

13 By *Dan Flamer*
14 DAN FLAMER, Mayor "LESSOR"

15 ATTEST:

16 *Ted P. Thornick*
17 TED P. THORNICK, Clerk

18 APPROVED AS TO FORM:

19 By *Robert L. Ader*
20 ROBERT L. ADER
21 Deputy District Attorney

22 MENTORS UNLIMITED, INC.

23 *Neil R. Weaver*
24 NEIL WEAVER

25 "LESSEE"
26 *David M. Mel*
27 Attorney at Law
28 Approval as to form
representing Mentors Unlimited

ULTIMATE	ITEM

LEGEND

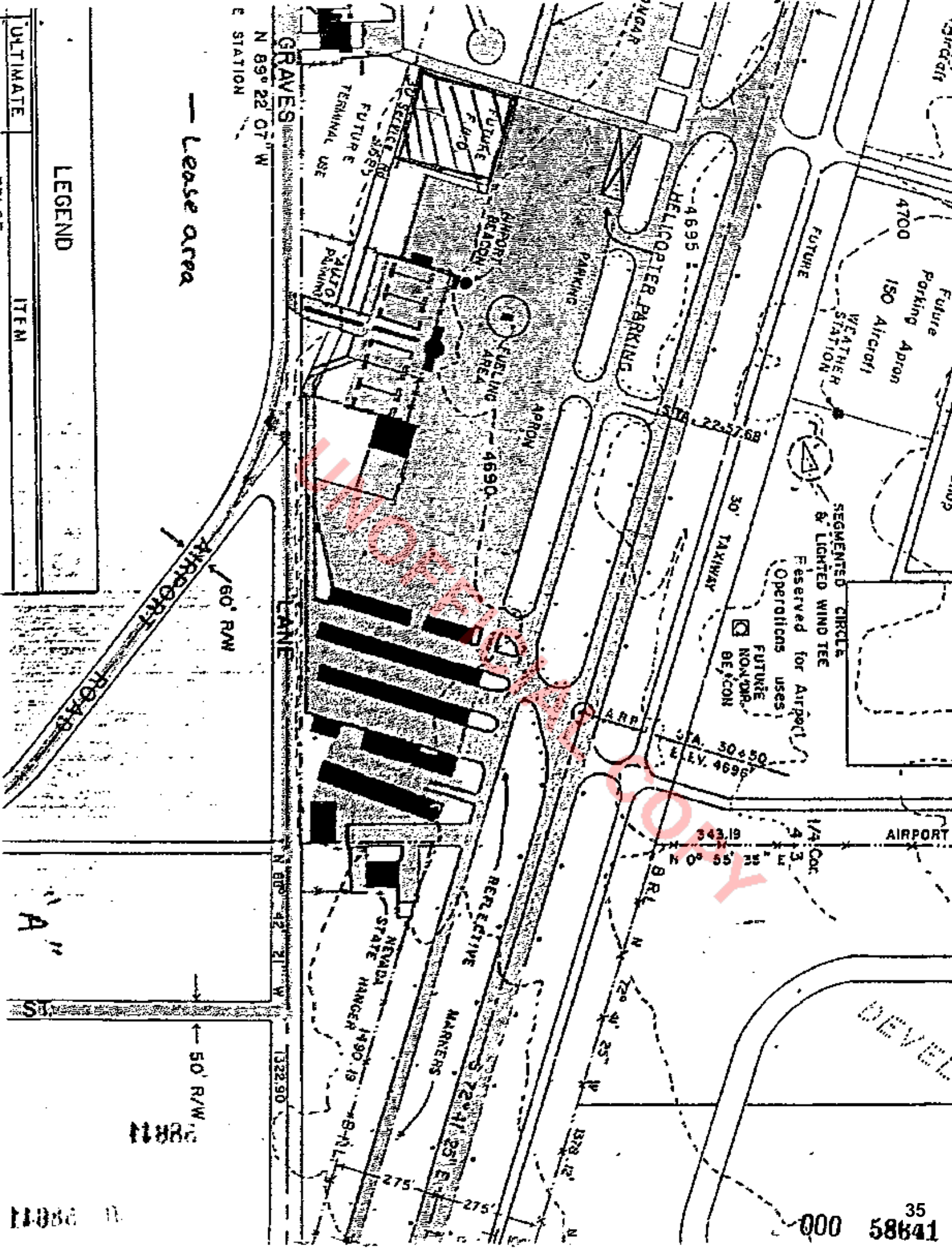
— Lease area

N 89° 22' 07" W

GRAVES

LANE

N 89° 42' 21" W



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FILED RECORD
IN THE OFFICE OF
Led Thornton
87 MAY 22 11:35

FILE NO. 000 58841

ORDERED BY *A. Peranda* DEPUTY

HC

000 58836

ADDENDUM TO LEASE

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3 THIS ADDENDUM TO LEASE, made and entered into this 3rd day
4 of November, 1992, by and between CARSON CITY AIRPORT AUTHORITY,
5 successor to CARSON CITY, a consolidated municipality of the
6 State of Nevada, hereinafter referred to as LESSOR, and MENTORS
7 UNLIMITED, INC., a Nevada corporation, hereinafter referred to
8 as LESSEE.

9 WITNESSETH:

10 WHEREAS, LESSOR and LESSEE have entered into a certain lease
11 dated May 21, 1987, regarding a certain portion of the Carson
12 City Airport; and

13 WHEREAS, the ^{Carson City Airport Authority} ~~parties~~ desire to resolve ambiguities regarding
14 the CPI adjustment clause provision of the Agreement.

15 NOW THEREFORE, for and in consideration of the mutual
16 covenants and agreements set forth herein the parties hereby
17 agree:

18 1. That the CPI adjustment to rent effective December 1,
19 1992 shall be 24% of the base rent rate. (ie \$.05/sqft/yr raised
20 to \$.062/sqft/yr)

21 2. That section VII(3) of the Agreement is hereby further
22 amended to read as follows:

23 3. An adjustment of the rental and fees above
24 described shall occur on two year anniversary intervals
25 from December 1, 1992, during the term of this Lease.
26 Such adjustment of rental shall be based upon the
27 percentage increase reflected by the Consumer Price
28 Index (hereinafter called the Price Index) for the

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preceding two year period. The Price Index shall mean the average for "all items" shown on the "U.S. City Average for All Urban Consumers" as promulgated by Bureau of Legal Statistics of the U.S. Department of Labor, as amended or replaced by that agency. LESSOR shall measure each two year adjustment using the most recently available report, recognizing that it may be necessary to use a 2 year period with a final quarter ending prior to each December 1 adjustment date. In no event, however, shall any decrease in the Consumer Price Index result in a decrease of the rental below the base rate.

3. That all other provisions of the Agreement shall remain in effect and are not altered by this Addendum.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum to Lease.

CARSON CITY AIRPORT AUTHORITY,
LESSOR

By Walter Sullivan

ATTEST:

Steven E. Tackes
Steven E. Tackes, Vice-Chairman

MENTORS UNLIMITED, INC., LESSEE

By [Signature]

WPS/AM/PL/EL/ADD

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AT THE REQUEST OF
CROWN
'93 FEB 17 P2:47

FILE NO. **000140253**
KUNIOSHI NISHIKAWA
CARSON CITY RECORDER
FEES 7.00 PER VC

SECOND ADDENDUM TO LEASE

THIS ADDENDUM TO LEASE, made and entered into this 10th day of February, 1994, by and between CARSON CITY AIRPORT AUTHORITY, successor to CARSON CITY, a consolidated municipality of the State of Nevada, hereinafter referred to as LESSOR, and MENTORS UNLIMITED, INC., a Nevada Corporation, hereinafter referred to as LESSEE.

WITNESSETH

WHEREAS, LESSOR and LESSEE have entered into a certain lease dated May 21, 1987, regarding a certain portion of the Carson City Airport with an Addendum executed November 30, 1992; and

WHEREAS, the parties desire to adjust the boundaries of the area leased so as to enlarge the access area for emergency vehicles on the north side of new construction on the property.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein the parties agree;

1. That Section I of the Agreement is amended to read as follows:

I. PROPERTY LEASED: The Airport Authority hereby leases to LESSEE that certain portion of the Carson Airport which is defined on the map marked as Exhibit A attached to the original lease plus an area of thirty (30) feet in width on the southern most portion of said area. The total leased area is more particularly described as follows:

"A certain parcel of land situate in the north 1/2 of the southeast 1/4 of section 4, township 15 north, range 20 east, M.D.B.&M., Carson City, Nevada, said parcel being more particularly described to wit:

Commencing at the south 1/16 corner common to section 3 and 4; thence on a Nevada State plane coordinate system bearing north 71°05'32" west - 2036.03 feet; thence south 71°41'25" east - 15 feet to the point of beginning; thence continuing south 72°41'25" east - 241 feet; thence south 17°18'35" west - 290 feet; thence north 72°41'25" west - 241 feet; thence north 17°18'35" east - 290 feet to the point of beginning. The above described parcel has an area of 69,890 sq. ft. or 1.6 acres more or less."

CROWELL, SUSICHI, OWEN & TACKES, LTD.
A PROFESSIONAL LAW CORPORATION
17021 982-1311
17023 568-5449
POST OFFICE BOX 1000
CARSON CITY, NV 89702

1 2. That all other provisions of the Agreement shall remain in effect
2 and are not altered by this Addendum, with the exception of additional rent
3 due for the additional square foot area upon the same rental basis.

4 IN WITNESS WHEREOF, the parties hereto have executed this Addendum to Lease.


5
6 CARSON CITY AIRPORT AUTHORITY,
7 LESSOR

8 By 
9 STEVEN E. TACKLES, Chairman

10 ATTEST

11
12 
13 JOHN KELLY, Vice Chairman

14 MENTORS UNLIMITED, INC., LESSEE

15
16 By 
17 Neil A. Weaver

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24 FILED FOR RECORD
25 AT THE REQUEST OF
26 Carson Airport Auth.
27 '94 MAY 13 P3:07

28 FILE NO. 000161511
29 Kiyoshi Nishikawa
30 CARSON CITY RECORDER
31 FEE \$

1 THIRD ADDENDUM TO LEASE

2
3 THIS ADDENDUM TO LEASE, made and entered into this 8th day of December,
4 1994, by and between CARSON CITY AIRPORT AUTHORITY, successor to CARSON
5 CITY, a consolidated municipality of the State of Nevada, hereinafter referred to as
6 LESSOR, and MENTORS UNLIMITED, INC., a Nevada Corporation, hereinafter referred
7 to as LESSEE.

8 WITNESSETH

9 WHEREAS, LESSOR and LESSEE have entered into a certain lease dated May 21,
10 1987, regarding a certain portion of the Carson City Airport with an Addendum executed
11 November 30, 1992, and a Second Addendum executed on February 10, 1994; and

12 WHEREAS, the parties desire to re-insert permitted leasehold activities, consistent with
13 other leases on the airport, which were removed at the time the lease was executed, and
14 extend the lease term in return for an increase in rent over the entire new term;

15 NOW THEREFORE, for and in consideration of the mutual covenants and agreements
16 set forth herein the parties agree;

- 17 1. That Section II of the Agreement is amended to read as follows:

18 II. TERM OF LEASE:

19 It is agreed that LESSEE is granted the aforescribed premises to have
20 and to hold, including the use of all public runways, taxiways and ramps in common with
21 others, for the following terms, unless sooner terminated as herein provided and subject to
22 conditions and covenants herein contained for a term of thirty (30) years commencing on the
23 date of execution of this Addendum. Upon further negotiation and if agreement as to terms
24 is reached by both parties, then in that event the term of lease may be extended for a period
25 of ten (10) years.

- 26 2. That Section IV of the lease shall be amended to insert the following:

27 "LESSEE agrees to have one or more of the following non-exclusive
28 services available on any parcels leased:

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- 3. Aircraft rental.
- 5. Flight instruction or ground school.
- 6. Line services which shall include one or more of the following:
 - A. Supplying the fuel, oil and other fluids;
 - B. De-icing fluid;
 - C. Interior cleaning;

For all fuel sold, Tenant shall pay Landlord a fuel flowage fee designated in Title 19 of the Carson City Municipal Code applicable to all owners of fuel storage facilities,

7. Charter operations which include, without limitation, passenger or "air taxi"; freight or delivery; photography; aerial survey; agricultural spraying; individual or group rides; piloting sky divers, etc.

8. Aircraft storage, inside and /or outside."

All other provisions in Section IV shall remain in force.

3. That the rent effective December 1, 1994, together with the CPI adjustment, shall be raised from \$.062/sqft/yr to \$.071/sqft/yr. (.062 x 5.7% = .066, then .066 + .005 = .071)

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1 4. That all other provisions of the Agreement and first Addendum
2 shall remain in force and effect unless specifically changed by this Addendum.
3 IN WITNESS WHEREOF, the parties hereto have executed this Addendum to Lease.

4
5 CARSON CITY AIRPORT AUTHORITY,
6 LESSOR

7 By 
8 STEVEN E. TACKES, Chairman

9
10 ATTEST:

11 
12 JOHN KELLY, Vice Chairman

13 MENTORS UNLIMITED, INC., LESSEE

14
15 By 
16 Neil A. Weaver


GROWELL, SUSICH, OWEN & TACKES, LTD.
A PROFESSIONAL LAW CORPORATION


(702) 882-1311
(702) 886-6448

POST OFFICE BOX 1000
CARSON CITY, NV 89702

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AT THE REQUEST OF


94 DEC 19 P3:51

FILE NO. 600170359
KINGS-10-12-A
CARSON CITY, NV
FILED BY 

FOURTH ADDENDUM TO LEASE

THIS ADDENDUM TO LEASE, made and entered into this 19th day of September, 2002, by and between CARSON CITY AIRPORT AUTHORITY, successor to CARSON CITY, a consolidated municipality of the State of Nevada, hereinafter referred to as LESSOR, and MENTORS UNLIMITED, INC., a Nevada Corporation, hereinafter referred to as LESSEE.

WITNESSETH

WHEREAS, LESSOR and LESSEE have entered into a certain lease dated May 21, 1987, regarding a certain portion of the Carson City Airport with an Addendum executed November 30, 1992, a Second Addendum executed February 10, 1994, and a Third Addendum executed December 8, 1994; and

WHEREAS, the parties desire to adjust the boundaries of the area leased so as to reflect creation of a new lease to be issued to the Byard Family Trust and a corresponding removal of that lease area from this lease.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein the parties agree;

1. That Section I of the Agreement is amended to read as follows:

I. PROPERTY LEASED; The Airport Authority hereby leases to LESSEE that certain portion of the Carson Airport which is defined on the map marked as Exhibit A attached to the original lease minus an area of one hundred forty (140) feet in width on the southern most portion of said area. The total leased area is more particularly described as follows:

"A certain parcel of land situate in the north 1/2 of the southeast 1/4 of section 4, township 15 north, range 20 east, M.D.B.&M., Carson City, Nevada, said parcel being more particularly described to wit:

Commencing at the south 1/16 corner common to section 3 and 4; thence on a Nevada State plane coordinate system bearing north 71°05'32" west - 2036.03 feet; thence south 71°41'25" east - 15 feet to the point of beginning; thence continuing south 72°41'25" east - 241 feet; thence south 17°18'35" west - 150 feet; thence north 72°41'25" west - 241 feet; thence north 17°18'35" east - 150 feet to the point of beginning. The above described parcel has an area of 36,150 sq. ft. more or less."

2. That all other provisions of the Agreement shall remain in effect and are not altered by this Addendum, with the exception of the reduction to rent due for the reduced square foot area upon the same rental rate as currently in effect.

(\$0.045/sq.ft/yr).

IN WITNESS WHEREOF, the parties hereto have executed this Addendum to Lease.

CARSON CITY AIRPORT AUTHORITY,
LESSOR

By Gene R. Sheldon
Gene R. Sheldon, acting Chairman

ATTEST:

Richard Strub
Richard Strub, Vice-Chairman

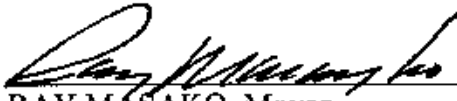
MENTORS UNLIMITED, INC., LESSEE

By Neil A. Weaver
Neil A. Weaver

288081

CARSON CITY

Approved by the Board of Supervisors this 5th day of Dec, 2002.


RAY MASAKO, Mayor

ATTEST: ...


ALAN GLOVER, Clerk/Recorder

CITY'S LEGAL COUNSEL
Approved as to form.


DISTRICT ATTORNEY



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FILED FOR RECORD
AT THE REQUEST OF
CARSON CITY CLERK TO
THE BOARD
02 DEC -6 09:23

FILE NO. 288081
ALAN GLOVER
CARSON CITY RECORDER
FEE \$ 12.00

RECORDED AT THE
REQUEST OF
CARSON CITY CLERK TO
THE BOARD

2014 JUN -4 PM 3:20

FILE NO. 444891

ALAN GLOVER
CARSON CITY RECORDER

MC [Signature]

APN _____

APN _____

APN _____

FOR RECORDER'S USE ONLY

Fifth Addendum to Lease - Mentor's Unlimited, Inc
TITLE OF DOCUMENT

I, the undersigned, hereby affirm that the attached document, including any exhibits, hereby submitted for recording does not contain personal information of any person or persons. (NRS 239B.030)

I, the undersigned, hereby affirm that the attached document, including any exhibits, hereby submitted for recording does contain personal information of a person or persons as required by law. State specific law: _____

Kathleen King
Signature

Kathleen King
Print Name & Title

WHEN RECORDED MAIL TO:

cc Clerk

201 N. Carson St., Ste. 1

cc, NV 89201

444891

FIFTH ADDENDUM TO LEASE

THIS ADDENDUM TO LEASE, made and entered into this 16 day of April, 2014, by and between CARSON CITY AIRPORT AUTHORITY, successor to CARSON CITY, a consolidated municipality of the State of Nevada, hereinafter referred to as LESSOR, and MENTORS UNLIMITED, INC., a Nevada Corporation, hereinafter referred to as LESSEE.

WITNESSETH

WHEREAS, LESSOR and LESSEE have entered into a certain lease dated May 21, 1987, regarding a certain portion of the Carson City Airport with an Addendum executed November 30, 1992, a Second Addendum executed February 10, 1994, a Third Addendum executed December 8, 1994 and a Fourth Addendum executed September 19, 2002; and

WHEREAS, the parties desire to adjust the boundaries of the area leased so as to reflect creation of a separate lease to be issued to CACTUS AIR FORCE, LLC regarding the sublease transferred concurrently from DENNIS BUEHN to CACTUS AIR FORCE, LLC, and a corresponding removal of that lease area from this lease.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein the parties agree;

1. That Section I of the Agreement is amended to read as follows:

I. PROPERTY LEASED; The Airport Authority hereby leases to LESSEE that certain portion of the Carson Airport which is defined on the map marked as Exhibit A attached to the original lease minus an area of one hundred forty (100) feet

444891

in width on the western most portion of said area. The resulting total leased area is more particularly described as follows:

"A certain parcel of land situate in the north 1/2 of the southeast 1/4 of section 4, township 15 north, range 20 east, M.D.B.&M., Carson City, Nevada, said parcel being more particularly described to wit:


Commencing at the south 1/16 corner common to section 3 and 4; thence on a Nevada State plane coordinate system bearing north 71°05'32" west - 2036.03 feet; thence south 71°41'25" east - 15 feet; thence continuing south 72°41'25" east 100 feet to the point of beginning; thence continuing south 72°41'25" east - 141 feet; thence south 17°18'35" west - 150 feet; thence north 72°41'25" west - 141 feet; thence north 17°18'35" east - 150 feet to the point of beginning. The above described parcel has an area of 21,150 sq. ft. more or less."

2. That all other provisions of the Agreement shall remain in effect and are not altered by this Addendum, with the exception of the reduction to rent due for the reduced square foot area upon the same rental rate as currently in effect (\$0.104/sq.ft/yr) and thus rent shall be \$2,199.60 annually (\$183.30 monthly) subject to future CPI increases as specified in the lease.

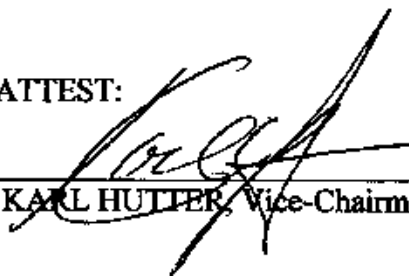
IN WITNESS WHEREOF, the parties hereto have executed this Addendum to Lease.

CARSON CITY AIRPORT AUTHORITY,

LESSOR

By 
GUY WILLIAMS, Chairman

ATTEST:


KARL HUTLER, Vice-Chairman

MENTORS UNLIMITED, INC., LESSEE

By 
Neil A. Weaver, President

444891

STATE OF NEVADA)
 : SS
CARSON CITY)

On this 17th day of April, 2014, before me, the undersigned, a Notary Public, personally appeared NEIL WEAVER, President of, or Managing Member of MENTORS UNLIMITED, INC., known to me to be the person described herein, who executed the foregoing instrument, and he acknowledged to me, that he has the requisite authority and executed the same freely and voluntarily, and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year hereinabove written.


NOTARY PUBLIC

(SEAL)



OFFICIAL COPY

444891

CARSON CITY

Approved by the Board of Supervisors this 15th day of May, 2014.



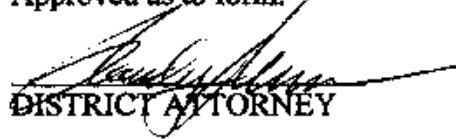
ROBERT L. CROWELL, Mayor

ATTEST:



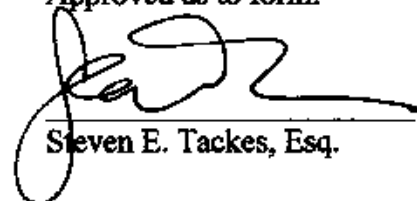
ALAN GLOVER, Clerk/Recorder

CITY'S LEGAL COUNSEL
Approved as to form.



DISTRICT ATTORNEY

AIRPORT COUNSEL
Approved as to form.



Steven E. Tackes, Esq.

UNOFFICIAL COPY

444891

APN 005-011-88

When Recorded, Return To:

Corey Jenkins, Airport Manager
Carson City Airport
2600 College Parkway #6
Carson City, NV 89706

**SIXTH AMENDMENT TO
CARSON CITY AIRPORT LEASE AGREEMENT**

This Sixth Amendment to lease, made and entered into this ___ day of May, 2022, between the CARSON CITY AIRPORT AUTHORITY (Landlord), whose address is 2600 College Parkway #6 Carson City, Nevada 89706, and MENTORS UNLIMITED, INC., a Nevada limited liability company (Tenant), whose address is 2600 College Parkway #34, Carson City, Nevada 89706.

WITNESSETH:

WHEREAS, Landlord and Tenant entered into a lease regarding a certain portion of the Carson City Airport, per an original lease recorded May 22, 1987, as Doc. No. 58641; with a First Addendum (adding CPI clause) recorded February 17, 1993 as Doc. No. 140253; a Second Addendum (adding 20 ft) recorded May 13, 1994 as Doc. No. 161511; a Third Addendum (extending term) recorded December 19, 1994 as Doc. No. 170359; a Fourth Addendum (size reduction/ split off Byard sublease) recorded December 6, 2002 as Doc. No. 288081; and a Fifth Addendum (size reduction/ split off Cactus sublease) recorded June 4, 2014 as Doc. No. 444891.

WHEREAS, the lease held by Tenant is scheduled to expire on December 8, 2024 under the terms of the THIRD ADDENDUM TO LEASE, which provides:

Upon further negotiation and if agreement as to terms is reached by both parties, then in that event the term of lease may be extended for a period of ten (10) years. (Lease, Section 1 on p1)

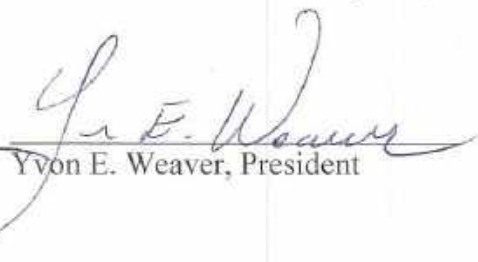
WHEREAS, the Landlord engaged an MAI certified appraiser for other similar land on the Carson City Airport, and that the most recent and current appraisal of land for FBO commercial leases without direct public road access is \$0.28 per sq. ft. per year.

WHEREAS, the parties desire to extend the lease and thereby execute this Amendment allowing for the one time extension provided for in the lease.

THEREFORE, Landlord and Tenant agree as follows:

1. The lease is extended for 10 years with a new expiration date of December 8, 2034.
2. The rental amount is increased upon approval of this Amendment to \$0.28 per sq. ft. per year. (21,150 sq ft times \$0.28 equals \$5,922 per year, or \$493.50 per month) The CPI provision set forth in First Addendum to Lease (recorded February 17, 1993 as Doc No 140253) shall continue to apply on two year anniversary intervals from January 1, 2021.
3. All other terms and conditions of the original lease and prior amendments are unchanged.

TENANT
MENTORS UNLIMITED, INC,


Yvon E. Weaver, President

LANDLORD
CARSON CITY AIRPORT AUTHORITY
CARSON CITY, NEVADA


Michael Golden, CHAIRMAN
ATTEST:

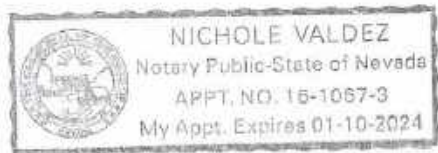

Jon Rogers, TREASURER

STATE OF NEVADA)
 : ss
CARSON CITY)

On this 23 day of May, 2022, before me, the undersigned, a Notary Public, personally appeared Yvon Weaver, President of MENTORS UNLIMITED, INC, known (or proved) to me to be the person described herein, who executed the foregoing instrument, and they acknowledged to me, that they have the requisite authority and executed the same freely and voluntarily, and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year hereinabove written.


NOTARY PUBLIC (SEAL)



CARSON CITY

Approved by the Board of Supervisors this ____ day of _____, 2022.

LORI BAGWELL, Mayor

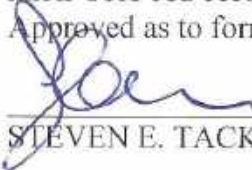
ATTEST:

CITY'S LEGAL COUNSEL
Approved as to form.

AUBREY ROWLATT, Clerk/Recorder

DISTRICT ATTORNEY

AIRPORT AUTHORITY COUNSEL
Approved as to form



STEVEN E. TACKES, ESQ.



STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** September 1, 2022

Staff Contact: Sheri Russell, Chief Financial Officer

Agenda Title: For Possible Action: Discussion and possible action regarding the report on the condition of each fund in the treasury and the statements of receipts and expenditures through August 19, 2022, per NRS 251.030 and NRS 354.290. (Sheri Russell, srussell@carson.org)

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

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

Proposed Motion

I move to accept the report.

Board's Strategic Goal

Efficient Government

Previous Action

N/A

Background/Issues & Analysis

A "Condition of the Treasury Report" is attached indicating the beginning balance, receipts, disbursements, and the ending balance of each cash account for every fund in the City as of August 19, 2022.

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

Applicable Statute, Code, Policy, Rule or Regulation

NRS 251.030 and 354.290

Financial Information

Is there a fiscal impact? No

If yes, account name/number:

Is it currently budgeted?

Explanation of Fiscal Impact: N/A

Alternatives

N/A

Attachments:

[BOS Cash Report 08-19-2022.pdf](#)

Board Action Taken:

Motion: _____

1) _____

2) _____

Aye/Nay

(Vote Recorded By)

CONDITION OF THE TREASURY REPORT

CASH ACTIVITY BETWEEN 08/05/2022 & 08/19/2022

FUND	FUND NAME	BEGINNING BALANCE	RECEIPTS	DISBURSEMENTS	ENDING BALANCE
101	GENERAL FUND	\$ 15,465,812.03	\$ 6,706,148.50	\$ 3,789,628.20	\$ 18,382,332.33
201	AIRPORT FUND	0.07	8,004.67	8,004.74	-
202	COOPERATIVE EXTENSION FUND	209,071.17	43,131.83	691.20	251,511.80
208	SUPPLEMENTAL INDIGENT FUND	3,438,595.32	387,614.49	1,249,403.14	2,576,806.67
210	CAPITAL PROJECTS FUND	24,995,783.54	168,526.26	289,032.72	24,875,277.08
215	SENIOR CENTER FUND	360,891.65	168,524.84	58,360.34	471,056.15
225	CARSON CITY TRANSIT FUND	177,098.26	-	141,720.65	35,377.61
230	LIBRARY GIFT FUND	106,019.38	13.75	-	106,033.13
235	LANDSCAPE MAINTENANCE FUND	490,107.65	27,513.95	4,223.65	513,397.95
236	ADMINISTRATIVE ASSESSMENT FUND	50,451.27	959.00	12,797.81	38,612.46
237	S. CARSON NEIGHBORHOOD IMPROV. DIST.	13,615.91	12,546.25	-	26,162.16
240	TRAFFIC/TRANSPORTATION FUND	19,910.43	-	194.33	19,716.10
245	CAMPO FUND	70,358.43	49,651.55	15,328.20	104,681.78
250	REGIONAL TRANSPORTATION FUND	4,135,177.17	101,448.26	152,381.33	4,084,244.10
253	V & T INFRASTRUCTURE FUND	2,655,695.19	-	337.55	2,655,357.64
254	QUALITY OF LIFE FUND	5,498,621.27	-	49,950.63	5,448,670.64
256	STREET MAINTENANCE FUND	1,574,565.81	1,525.39	297,520.18	1,278,571.02
275	GRANT FUND	19,686,742.78	66,760.08	258,278.44	19,495,224.42
280	COMMISSARY FUND	139,533.57	-	16,624.93	122,908.64
287	911 SURCHARGE FUND	1,114,582.53	-	11,878.00	1,102,704.53
310	INFRASTRUCTURE TAX FUND	2,005,971.10	-	56,751.20	1,949,219.90
340	EXTRAORDINARY MAINTENANCE FUND	11,989,096.49	-	164,356.36	11,824,740.13
350	RESIDENTIAL CONSTRUCTION TAX FUND	1,070,552.71	1,700.00	-	1,072,252.71
410	DEBT SERVICE FUND	749,063.08	-	-	749,063.08
501	AMBULANCE FUND	4,350,319.89	148,745.35	140,644.80	4,358,420.44
505	STORMWATER FUND	1,122,639.24	130,048.83	16,689.94	1,235,998.13
510	WASTEWATER FUND	25,437,357.49	834,963.15	192,563.77	26,079,756.87
520	WATER FUND	26,265,668.77	1,640,264.55	263,871.01	27,642,062.31
525	BUILDING PERMITS FUND	1,447,581.00	52,331.06	235,145.86	1,264,766.20
530	CEMETERY FUND	558,389.35	2,547.73	3,177.54	557,759.54
560	FLEET MANAGEMENT FUND	2,806,299.14	108.95	97,881.78	2,708,526.31
570	GROUP MEDICAL INSURANCE FUND	373,092.50	404,655.88	509,761.68	267,986.70
580	WORKERS COMPENSATION FUND	3,623,847.98	23,743.58	95,163.53	3,552,428.03
590	INSURANCE FUND	1,747,846.52	18,028.37	14,542.94	1,751,331.95
602	REDEVELOPMENT ADMINISTRATIVE FUND	88,300.77	-	8,146.55	80,154.22
603	REDEVELOPMENT REVOLVING FUND	2,792,208.73	-	42,696.56	2,749,512.17
604	REDEVELOPMENT TAX INCREMENT FUND	669,353.88	645,776.43	1.56	1,315,128.75
730	SCHOOL DEBT FUND	9,712,152.79	1,540,132.10	60.18	11,252,224.71
740	CARSON CITY TOURISM AUTHORITY	2,625,843.43	58,860.87	82,623.84	2,602,080.46
748	CARSON CITY SCHOOL OPERATING FUND	1,563,622.31	2,528,020.31	104.74	4,091,537.88
750	STATE OF NEVADA FUND	650,633.94	631,591.44	43.75	1,282,181.63
752	RANGE IMPROVEMENT FUND	166.65	-	-	166.65
756	EAGLE VALLEY WATER DISTRICT FUND	7,989.20	22,227.89	-	30,217.09
760	WATER SUB-CONSERVANCY FUND	36,584.82	127,981.25	43,331.91	121,234.16
765	FISH AND GAME FUND	7,118.06	-	-	7,118.06
770	FORFEITURE ACCOUNT	98,052.94	-	-	98,052.94
780	DOWNTOWN NEIGHBORHOOD IMPROV. DIST.	133,967.12	8,826.59	6,000.00	136,793.71
793	CONTROLLER'S TRUST FUND	2,976.29	-	-	2,976.29
850	CARSON CITY OPEB TRUST FUND	2,688,965.93	1,811.81	234,920.12	2,455,857.62
TOTAL		\$ 184,828,295.55	\$ 16,564,734.96	\$ 8,564,835.66	\$ 192,828,194.85



STAFF REPORT

Report To: Board of Supervisors

Meeting Date: September 1, 2022

Staff Contact: Nicki Aaker; Health and Human Services Director and Katharyn Reece, Clinical Services Division Manager

Agenda Title: For Possible Action: Discussion and possible action regarding a proposed acceptance of the Nevada Immunization and Vaccine for Children grant from the State of Nevada, Department of Health and Human Services, Division of Public and Behavioral Health, in the amount of \$147,692 reimbursed in Fiscal Year ("FY") 2023, effective upon execution through June 30, 2023. (Nicki Aaker, NAaker@carson.org; Katharyn Reece, KReece@carson.org)

Staff Summary: The purpose of this grant is to eliminate cases of vaccine preventable diseases in Carson City, Douglas and Lyon Counties by raising immunization rates and through case management under the provisions of Perinatal Hepatitis B prevention. The grant provides 100 percent funding; there is no match requirement. The Carson City Department of Health and Human Services ("CCHHS") has received the sub-award since 2013.

Agenda Action: Formal Action / Motion

Time Requested: Consent

Proposed Motion

I move to authorize acceptance of the grant.

Board's Strategic Goal

Quality of Life

Previous Action

N/A

Background/Issues & Analysis

CCHHS has not been required to submit formal applications for this grant. Submission of budgets and scopes of work is required. This grant has been recurring since 2013.

The stated goals for this funding are to: (1) ensure providers store and handle publicly purchased vaccines in a manner that maintains vaccine visibility and reduces vaccine waste; (2) work with eligible Vaccine for Children ("VFC") providers to implement immunization quality improvement and monitor the impact on vaccination coverage; (3) use Internet Information Services ("IIS") data to inform and manage Immunization Quality Improvement for Providers assessment activities; (4) ensure Hepatitis B virus ("HBV")-exposed newborns receive post exposure prophylaxis per Advisory Committee on Immunization Practices ("ACIP") recommendations; (5) ensure HBV-exposed infants complete the Hepatitis B vaccine series and receive post vaccination serology testing per ACIP recommendations; (6) perform activities to improve vaccination coverage within populations subgroups; (7) assess students in childcare, kindergarten through high school and technical school/college/university for compliance with state and local school vaccination requirements; and (8) support

information needs of the Immunization Program and key stakeholders through provision of high-quality data and reports.

Funds will be used for existing personnel, travel and operating expenses. The Public Health Nurse funded 15% by this grant will conduct assessments for VFC eligible providers and assist, if needed, with completion of the grant's goals. The Clinical Services Division Manager is funded 2.5% to oversee the grant activities, including the required reports and the audit.

Applicable Statute, Code, Policy, Rule or Regulation

Carson City Grant Administration Policy

Financial Information

Is there a fiscal impact? Yes

If yes, account name/number: Grants Fund Salaries, Benefits and Operating Supplies under G680023005; 2756800-500101, 2756800-501202, and 2756800-501225.

Is it currently budgeted? Yes

Explanation of Fiscal Impact: If approved, the revised budgeted revenues and expenses of \$147,692 will be added to CCHHS grant budget during the first round of budget augmentations. This is a recurring grant, but the Finance Department did not have the award when the FY 2023 budget was prepared.

Alternatives

Do not authorize acceptance of the grant and/or provide alternative direction to staff.

Attachments:

[SG 25839 - CS IZ Grant.pdf](#)

[Funding Map IZ_VFC Grant.pdf](#)

Board Action Taken:

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

(Vote Recorded By)



State of Nevada
 Department of Health and Human Services
Division of Public & Behavioral Health
 (hereinafter referred to as the Department)

Agency Ref. #: SG 25839
 Budget Account: 3213
 Category: 20
 GL: 8501
 Job Number: 9326823

NOTICE OF SUBAWARD

Program Name: Nevada State Immunization Program Office of Bureau of Child, Family & Community Wellness Kristy Zigenis, kzigenis@health.nv.gov	Subrecipient's Name: Carson City Health and Human Services (CCHHS) Katharyn Kurek, KKurek@carson.org
Address: 4150 Technology Way, Suite 210 Carson City, NV 89706-2009	Address: 900 E. Long St. Carson City, NV 89706
Subaward Period: 07/01/2022 through 06/30/2023	Subrecipient's: EIN: <u>88-6000189</u> Vendor #: <u>T80990941 J</u> UEI #: <u>DTBPJMA2QFC8</u>

Purpose of Award: To eliminate cases of vaccine preventable diseases in Carson City, Douglas and Lyon Counties by raising immunization rates and through case management under the provisions of Perinatal Hepatitis B Prevention.

Region(s) to be served: Statewide Specific county or counties: Carson City, Douglas, Storey and Lyon

Approved Budget Categories:	FEDERAL AWARD COMPUTATION:			
1. Personnel	Total Obligated by this Action:	\$	147,692.00	
2. Travel	Cumulative Prior Awards this Budget Period:	\$	0.00	
3. Operating	Total Federal Funds Awarded to Date:	\$	147,692.00	
4. Equipment	Match Required <input type="checkbox"/> Y <input checked="" type="checkbox"/> N	\$	0.00	
5. Contractual/Consultant	Amount Required this Action:	\$	0.00	
6. Training	Amount Required Prior Awards:	\$	0.00	
7. Other	Total Match Amount Required:	\$	0.00	
TOTAL DIRECT COSTS	Research and Development (R&D) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N			
8. Indirect Costs	Federal Budget Period:			
TOTAL APPROVED BUDGET	07/01/2022 – 06/30/2023			
	Federal Project Period:			
	07/01/2019 – 06/30/2024			
	FOR AGENCY USE, ONLY			

Source of Funds: Immunization and Vaccines for Children	% Funds: 100%	CFDA: 93.268	FAIN: NH23IP922609	Federal Grant #: 5 NH23IP922609-04-00	Grant Award Date by Federal Agency: 07/01/2022
-------------------------------------------------------------------	-------------------------	------------------------	------------------------------	-------------------------------------------------	----------------------------------------------------------

Agency Approved Indirect Rate: 6.9% **Subrecipient Approved Indirect Rate:** N/A

Terms and Conditions:
 In accepting these grant funds, it is understood that:

- This award is subject to the availability of appropriate funds.
- Expenditures must comply with any statutory guidelines, the DHHS Grant Instructions and Requirements, and the State Administrative Manual.
- Expenditures must be consistent with the narrative, goals and objectives, and budget as approved and documented.
- Subrecipient must comply with all applicable Federal regulations.
- Quarterly progress reports are due by the 30th of each month following the end of the quarter, unless specific exceptions are provided in writing by the grant administrator.
- Financial Status Reports and Requests for Funds must be submitted monthly, unless specific exceptions are provided in writing by the grant administrator.

Incorporated Documents: Section A: Grant Conditions and Assurances; Section B: Description of Services, Scope of Work and Deliverables; Section C: Budget and Financial Reporting Requirements; Section D: Request for Reimbursement;	Section E: Audit Information Request; Section F: Current/Former State Employee Disclaimer; and Section G: DHHS Business Associate Addendum; and
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Name	Signature	Date
Lori Bagwell Mayor		
Kyle Devine, MSW Health Bureau Chief		
for Lisa Sherych Administrator, DPBH		

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SECTION A
GRANT CONDITIONS AND ASSURANCES

General Conditions

1. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Recipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Department of Health and Human Services (hereafter referred to as "Department") shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the Recipient is an independent entity.
2. The Recipient shall hold harmless, defend and indemnify the Department from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Recipient's performance or nonperformance of the services or subject matter called for in this Agreement.
3. The Department or Recipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, and signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve or release the Department or Recipient from its obligations under this Agreement.
 - The Department may, in its discretion, amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the Department and Recipient.
4. Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial terminations of the Scope of Work in Section B may only be undertaken with the prior approval of the Department. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, reports, or other materials prepared by the Recipient under this Agreement shall, at the option of the Department, become the property of the Department, and the Recipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.
 - The Department may also suspend or terminate this Agreement, in whole or in part, if the Recipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the Department may declare the Recipient ineligible for any further participation in the Department's grant agreements, in addition to other remedies as provided by law. In the event there is probable cause to believe the Recipient is in noncompliance with any applicable rules or regulations, the Department may withhold funding.

Grant Assurances

A signature on the cover page of this packet indicates that the applicant is capable of and agrees to meet the following requirements, and that all information contained in this proposal is true and correct.

1. Adopt and maintain a system of internal controls which results in the fiscal integrity and stability of the organization, including the use of Generally Accepted Accounting Principles (GAAP).
2. Compliance with state insurance requirements for general, professional, and automobile liability; workers' compensation and employer's liability; and, if advance funds are required, commercial crime insurance.
3. These grant funds will not be used to supplant existing financial support for current programs.
4. No portion of these grant funds will be subcontracted without prior written approval unless expressly identified in the grant agreement.
5. Compliance with the requirements of the Civil Rights Act of 1964, as amended, and the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).
6. Compliance with the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted there under contained in 28 CFR 26.101-36.999 inclusive, and any relevant program-specific regulations.
7. Compliance with Title 2 of the Code of Federal Regulations (CFR) and any guidance in effect from the Office of Management and Budget (OMB) related (but not limited to) audit requirements for grantees that expend \$750,000 or more in Federal awards during the grantee's fiscal year must have an annual audit prepared by an independent auditor in accordance with the terms and requirements of the appropriate circular. **To acknowledge this requirement, Section E of this notice of subaward must be completed.**
8. Compliance with the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
9. Certification that neither the Recipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. This certification is made pursuant to regulations

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implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67 § 67.510, as published as pt. VII of May 26, 1988, Federal Register (pp. 19150-19211).

10. No funding associated with this grant will be used for lobbying.
11. Disclosure of any existing or potential conflicts of interest relative to the performance of services resulting from this grant award.
12. Provision of a work environment in which the use of tobacco products, alcohol, and illegal drugs will not be allowed.
13. An organization receiving grant funds through the Department of Health and Human Services shall not use grant funds for any activity related to the following:
 - Any attempt to influence the outcome of any federal, state or local election, referendum, initiative or similar procedure, through in-kind or cash contributions, endorsements, publicity or a similar activity.
 - Establishing, administering, contributing to or paying the expenses of a political party, campaign, political action committee or other organization established for the purpose of influencing the outcome of an election, referendum, initiative or similar procedure.
 - Any attempt to influence:
 - The introduction or formulation of federal, state or local legislation; or
 - The enactment or modification of any pending federal, state or local legislation, through communication with any member or employee of Congress, the Nevada Legislature or a local governmental entity responsible for enacting local legislation, including, without limitation, efforts to influence State or local officials to engage in a similar lobbying activity, or through communication with any governmental official or employee in connection with a decision to sign or veto enrolled legislation.
 - Any attempt to influence the introduction, formulation, modification or enactment of a federal, state or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity through communication with any officer or employee of the United States Government, the State of Nevada or a local governmental entity, including, without limitation, efforts to influence state or local officials to engage in a similar lobbying activity.
 - Any attempt to influence:
 - The introduction or formulation of federal, state or local legislation;
 - The enactment or modification of any pending federal, state or local legislation; or
 - The introduction, formulation, modification or enactment of a federal, state or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity, **by preparing, distributing or using** publicity or propoganda, or by urging members of the general public or any segment thereof to contribute to or participate in any mass demonstration, march, rally, fundraising drive, lobbying campaign or letter writing or telephone campaign.
 - Legislative liaison activities, including, without limitation, attendance at legislative sessions or committee hearings, gathering information regarding legislation and analyzing the effect of legislation, when such activities are carried on in support of or in knowing preparation for an effort to engage in an activity prohibited pursuant to subsections 1 to 5, inclusive.
 - Executive branch liaison activities, including, without limitation, attendance at hearings, gathering information regarding a rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity and analyzing the effect of the rule, regulation, executive order, program, policy or position, when such activities are carried on in support of or in knowing preparation for an effort to engage in an activity prohibited pursuant to subsections 1 to 5, inclusive.
14. An organization receiving grant funds through the Department of Health and Human Services may, to the extent and in the manner authorized in its grant, use grant funds for any activity directly related to educating persons in a nonpartisan manner by providing factual information in a manner that is:
 - Made in a speech, article, publication, or other material that is distributed and made available to the public, or through radio, television, cable television or other medium of mass communication; and
 - Not specifically directed at:
 - Any member or employee of Congress, the Nevada Legislature or a local governmental entity responsible for enacting local legislation;
 - Any governmental official or employee who is or could be involved in a decision to sign or veto enrolled legislation; or
 - Any officer or employee of the United States Government, the State of Nevada or a local governmental entity who is involved in introducing, formulating, modifying or enacting a Federal, State or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity.

This provision does not prohibit a recipient or an applicant for a grant from providing information that is directly related to the grant or the application for the grant to the granting agency.

To comply with reporting requirements of the Federal Funding and Accountability Transparency Act (FFATA), the sub-grantee agrees to provide the Department with copies of all contracts, sub-grants, and or amendments to either such documents, which are funded by funds allotted in this agreement.

Compliance with this section is acknowledged by signing the subaward cover page of this packet.

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SECTION B

Description of Services, Scope of Work and Deliverables

The intent of this subgrant is to eliminate cases of vaccine preventable diseases in Carson City, Douglas and Lyon Counties by raising immunization rates and through case management under the provisions of Perinatal Hepatitis B Prevention.

Carson City Health and Human Services, hereinafter referred to as Subrecipient, agrees to provide the following services and reports according to the identified timeframes:

Scope of Work for Carson City Health and Human Services (July 1, 2022, to June 30, 2023)

Goal 1: Ensure that providers store and handle publicly purchased vaccines in a manner that maintains vaccine viability and reduces vaccine wastage (C5).					
Objective	Activities	Outputs	Timeline Begin/Completion	Target Population	Evaluation Measure (indicator)
1.1 Perform a VFC compliance visit with 50% of VFC providers during the grant period.	Conduct VFC compliance visits identified by the NSIP.	Completion of VFC Compliance visits for 50% of enrolled VFC Providers. Submit VFC Compliance Visit data in PEAR while in the provider office or the same day of the visit 100% of the time. Send Acknowledgement of Receipt to the state.	Begins 7/1/2022 Ends 6/30/2023	VFC Providers	Complete compliance visits to 50% of VFC providers during the grant period. Submit 100% of questionnaires on the day of the compliance visit. Send 100% of Acknowledgement of Receipts to the state.
1.2 Ensure that all VFC providers complete the mandatory VFC annual training. Document in PEAR and send documentation to the state.	Notify providers of mandatory VFC annual training. Make sure all VFC provider vaccine coordinators and back up coordinators complete the mandatory VFC training annually.	Document annual VFC training during the compliance visit OR collect CDC's "You Call the Shots" certificates for modules 10 & 16 OR perform onsite VFC training. Document the training in PEAR. Send training documentation to the state.	Begins 7/1/2022 Ends 6/30/2023	VFC Provider Primary and Back-up Vaccine Coordinators	100% Documentation of annual VFC training in PEAR and 100% submission of CDC training certificates to NSIP.
1.3 Move short dated publicly supplied vaccine to prevent expiration.	Reduce the amount of expired/wasted vaccines.	Conduct vaccine transfers per state direction.	Begins 7/1/2022 Ends 6/30/2023	VFC Providers	Report the number of doses of vaccine relocated each month to prevent expiration or wastage.

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1.4 Monitor provider's borrowing and VFC eligibility documentation at 6 months and 12 months after the compliance visit.	At 6 months and 12 months after a VFC compliance visit, generate a NV WebIZ borrowing report and VFC Category Patient Count report.	If WEBIZ reports show the provider has borrowed VFC vaccine, request the completed CDC borrowing reports and ensure that all VFC doses of vaccine have been paid back. If the provider has any UNKNOWNs on the VFC Category Patient Count report, instruct the provider to correct the UNKNOWN VFC eligibility in WEBIZ.	Begins 7/1/2022 Ends 6/30/2023	VFC Providers	100% of VFC borrowed doses replaced. ZERO unknown VFC eligibility patients in WEBIZ provider profile for 2022 and 2023.
1.5 Conduct VFC Compliance Visits on 100% of newly enrolled VFC providers no sooner than 90 days and no later than 120 days after enrollment.	Conduct VFC compliance visits on newly enrolled VFC providers within 90-120 days of enrollment.	Submit VFC Compliance Visit data in PEAR while in the provider office or the same of the visit 100% of the time. Send Acknowledgement of Receipt to the state.	Begins 7/1/2022 Ends 6/30/2023	VFC Providers	100% of newly enrolled VFC providers will participate in a compliance visit within 90-120 days of enrollment.
1.6 QA coordinators will complete mandatory VFC annual training.	Complete CDC "You Call the Shots" Modules 10 & 16 and attend the statewide immunization meeting.	Send certificates of completion of modules 10 & 16 to the state and sign into the statewide immunization meeting.	Begins 7/1/2022 Ends 6/30/2023	QA Coordinators	100% of Quality Assurance Coordinators complete annual VFC training and attend the statewide immunization meeting.

Goal 2: Work with eligible VFC providers to implement immunization quality improvement and monitor the impact on vaccination coverage.

Objective	Activities	Outputs	Timeline Begin/Completion	Target Population	Evaluation Measure (indicator)
2.1 Complete childhood and teen assessments of a minimum of 25% of eligible VFC-enrolled providers during the current budget period.	Complete initial IQIP visits with 25% of VFC providers. Childhood assessments (2 year old cohort) include the 4.3.1.3.3.1.4 series. Teen assessments (13 year olds) include 1 Tdap, 1 MCV4, 1 HPV and UTD HPV.	Generate assessment rates from NV WEBIZ. Enter visit information and assessment rates in REDCap.	July 1, 2022-June 30, 2023	VFC Providers	Perform initial IQIP visits to 25% of VFC providers. Visit information will be entered into REDCap within 5 days of the visit 100% of the time.
2.2 Select 2 quality improvement measures with each assessed provider and follow the institution of these measures over the grant period	Identify 2 quality improvement measures and document implementation of the measures over the grant period.	Document 2 quality improvement measures selected by the provider in REDCap. Follow up with the providers at 2 months and 6 months to monitor the institution of these QI measures. Assessment at 6 months is optional.	July 1, 2022- June 30, 2023	VFC Providers	25% of the VFC providers will select two quality improvement measures and institute the measures. Within 5 days of the visit, information will be entered into REDCap 100% of the time.

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2.3 Complete IQIP visits that were initiated in the previous grant period.	Complete IQIP visits that were initiated in the previous grant period.	Generate the assessment rates in NV WebIZ. Enter the visit and assessment information into REDCap.	July 1, 2022 – June 30, 2023	VFC Providers	100% of the 12 month follow up visits will be completed. Information will be entered into REDCap 100% of the time within 5 days of the visit.
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Goal 3: Use IIS data to inform and manage IQIP assessment activities. vaccination coverage.

Objective	Activities	Outputs	Timeline Begin/Completion	Target Population	Evaluation Measure (indicator)
3.1 Utilize Nevada WebIZ to generate the provider assessments and immunization reports.	Instruct and educate VFC Providers how to obtain assessment and immunization reports. IQIP Consultants will generate Childhood and adolescent assessments from NV WEBIZ.	VFC Providers independently generate assessment and immunization reports. After combining duplicate records, IQIP Consultants will generate childhood and adolescent rates from NV WEBIZ.	July 1, 2022-June 30, 2023	VFC Providers IQIP Consultants	100% of assessments will be generated from NV WEBIZ.

Goal 5: Ensure hepatitis B virus (HBV)-exposed newborns receive post exposure prophylaxis (PEP) per ACIP recommendations.

Objective	Activities	Outputs	Timeline Begin/Completion	Target Population	Evaluation Measure (indicator)
5.1 Collaborate with statewide birthing hospitals receiving VFC funding to develop, strengthen, or maintain policies and procedures to ensure missed opportunities for post-exposure prophylaxis are avoided.	Educate staff and provide resources to birthing hospitals on HBV and post exposure prophylaxis	Reduce missed opportunities for post-exposure prophylaxis	July 1, 2022- June 30, 2023	Birthing hospitals in Northern Nevada	Timely completion of post exposure prophylaxis and Hep B vaccines in birthing hospitals
5.2 Provide online educational materials as well as in person and phone consultations with a PH nurse to HBsAg-positive pregnant women on how their newborn will be medically managed to prevent mother-to-infant transmission of the virus.	Conduct phone consultation with HBsAg positive pregnant women, education material with online resources provided.	HBsAg positive pregnant women will understand how their infant will be medically managed to prevent mother-to-child transmission of the virus.	July 1, 2022- June 30, 2023	Positive HBsAg pregnant women.	Timely completion of post-exposure prophylaxis, Hep B vaccine completion, and post vaccine serology testing.

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Goal 6: Ensure HBV-exposed infants complete the hepatitis B vaccine series and receive post vaccination serology testing per ACIP recommendations.

Objective	Activities	Outputs	Timeline Begin/Completion	Target Population	Evaluation Measure (Indicator)
6.1 Provide case management services for HBV-exposed infants until the hepatitis B vaccine series is completed with all valid doses and post-vaccination serology testing has been performed. This also includes education with health providers and families on the immunization schedule for HBV-exposed infants. Case managers will continually monitor hepatitis B vaccine administration data to ensure doses are valid and meet the minimum intervals per ACIP recommendations as well as educate providers and families, on appropriate PVST (i.e., timing, correct test) per ACIP recommendations. Continuation of case management services will be consistent until HBV-exposed infant receives PVST based off of ACIP recommendations. Lost-to-follow-up protocols will be outlined in the policy and protocols manual to be applied to all enrolled infants in the jurisdiction.	Phone consultation with mother after birth, correspondence and education to pediatrician, review of WEB IZ record, and home visits when necessary	Timely completion of hepatitis B series, Fourth dose administered to low birthweight babies-per CDC recommendation, Post-vaccine serology testing completion	Birth to 24 months of age	Infants, parent/guardian of infant, and pediatrician	Hepatitis B series completion, Cases closed with goals met

Special Projects:

Special Projects must fit in with overall Immunization Program Operations (IPOM) goals. Please see the attached IPOM to determine which chapter in Unit II: Programmatic Focus Areas and which strategy within the chapter your proposed activities align. Please label the objective accordingly, for example if your proposed activities are related to school and childcare immunization coverage, your objective would be labeled J:1 or J:2 (Chapter J is 'School Vaccination Coverage' and there are only two available strategies in that chapter). Additionally, each objective MUST have an element that focuses on equity, please detail the equity focus in the 'Target Population' column. You may have multiple special projects and/or multiple objectives within a single project. Please label each project and objective appropriately.

Goal SP1: B2 Perform activities to improve vaccination coverage within population subgroups.

Objective	Activities	Outputs	Timeline Begin/Completion	Target Population	Evaluation Measure (Indicator)
SP1 B2a: Using an accredited data source such as NV WebIZ, National Immunization Survey (NIS), Claims data, Behavioral Risk Factor Surveillance System (BRFSS), etc., identify and target a population known to have low immunization coverage rates due to the health inequities associated with being in a low SES standing. Examples of populations to target might include WIC recipients, person's aged 19-64 with chronic health conditions, minorities, the homeless, residing in certain zip codes, homebound elderly, etc.	Vaccinate resident of inpatient drug treatment center with Hep A-Hep B, Flu, Tdap, HPV vaccinations weekly throughout grant period Partner with Friends in Service Helping to administer Influenza and pneumonia vaccine at the Ross Clinic on	Communication with staff/managers/leaders for the three identified target populations to set up vaccination dates. Provide vaccinations at identified sites.	July 1, 2022-June 30, 2023	Residents of inpatient drug treatment center Patients at a local free medical clinic sponsored by a	Number of offsite vaccinations Clinics by location Number of persons vaccinated

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	<p>mutually agreed upon dates October – December 2022.</p> <p>Reach out to area warming shelter that is open November – March to offer TDaP, Hep A- Hep B, pneumonia, and influenza vaccines on mutual agreed upon dates.</p>			<p>local social service agency.</p> <p>Homeless individuals seeking shelter at a local warming shelter</p>	<p>Number of types of vaccines administered</p>
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Goal SP2: Assess students in childcare, kindergarten through high school, and technical school/college/university for compliance with state and local school vaccination requirements.

Objective	Activities	Outputs	Timeline Begin/Completion	Target Population	Evaluation Measure (Indicator)
<p>SP2: Collaborate with schools, school districts, state departments of education, local health departments, and other stakeholders to improve vaccination coverage in childcare and school settings.</p>	<p>Work with the State of Nevada IIS staff or Immunize Nevada to run WebIZ data for childhood, adolescent, and adult immunization rates</p> <p>Utilize clinic-based reminder recall of adolescents and adults utilizing third party vendor.</p> <p>Work with Carson City School District Chief school nurse to provide vaccination services with the purpose of removing barriers to timely vaccination and thus minimizing the number of days students miss school due to non-compliant vaccines</p>	<p>WebIZ Reports for childhood, adolescent, and adult immunization rates</p> <p>Monthly reminder recall via WebIZ.</p> <p>Consistent school district compliance with NRS 439.550</p>	<p>July 1, 2022-June 30, 2023</p>	<p>Under vaccinated students within childcare and kindergarten through high school</p>	<p>Registry report of childhood, adolescent and adult vaccination rates.</p> <p>Reminder recall statistics of adolescents and adults.</p> <p>Improved immunization rates above baseline.</p> <p>CDC School Vaccine Assessments</p>

Goal SP2: Support information needs of the Immunization Program and key stakeholders through provision of high-quality data and reports.

Objective ___:	Activities	Outputs/Deliverables	Timeline Begin/Completion	Target Population	Performance Measure (Indicator)
<p>D1b. Identify, assess, and plan to incorporate data from available sources to improve demographic record completeness and accuracy (e.g., provider enrollment</p>	<p>Employ Community Health Worker (CHW) dedicated to the gathering of demographic information to ensure medical record completeness.</p>	<p>Review of medical record demographic information verified for completeness and accuracy</p>	<p>July 1, 2022-June 30, 2022</p>	<p>CCHHS patient population</p>	<p>Number of medical record demographic information verified for completeness and accuracy</p>

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<p>information, vital records, newborn screenings, driver license data).</p> <p>D1d. Establish and maintain bidirectional data exchange that conforms to the latest standards (currently HL7 2.5.1, version 1.5).</p> <p>D1j. Identify and resolve duplicate and fragmented patient records and vaccination events.</p>	<p>CHW will assess and improve immunization program and provider workflows to ensure timely vaccination record receipt through evaluation of bidirectional data exchange of EHR.</p> <p>CHW will identify duplicate and incomplete records and communicate via IIS to resolve record accuracy.</p>	<p>Determine feasible and workflow of bidirectional feed into EHR from IIS. Initiate pilot program to determine clinic readiness.</p> <p>Send duplicate record communications through IIS.</p>		<p>Feasible and workflow report of bidirectional feed into EHR from IIS and results of pilot program to determine clinic readiness.</p> <p>Number of duplicate records communicated via IIS</p>
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Compliance with this section is acknowledged by signing the subaward cover page of this packet.

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SECTION C

Budget and Financial Reporting Requirements

Identify the source of funding on all printed documents purchased or produced within the scope of this subaward, using a statement similar to: "This publication (journal, article, etc.) was supported by the Nevada State Division of Public and Behavioral Health through Grant Number 5 NH23IP922609-04-00 from The Centers for Disease Control and Prevention (CDC). Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Division nor The CDC."

Any activities performed under this subaward shall acknowledge the funding was provided through the Division by Grant Number 5 NH23IP922609-04-00 from The Centers for Disease Control and Prevention (CDC).

Funding Sources:
Nevada Immunization & Vaccine for Children Federal Grant (CDC)

% Funds:
100%

Subrecipient agrees to adhere to the following budget:

Applicant Name: Carson City Health and Human Services						
VFC OPS BUDGET NARRATIVE (25% of VFC IQIP Activities)						
Total Personnel Costs		including fringe			Total:	\$24,636.00
-						
	<u>Annual Salary</u>	<u>Fringe Rate</u>	<u>% of Time</u>	<u>Months</u>	<u>Percent of Annual</u>	<u>Amount Requested</u>
<u>Salvante Hotaling, Public Health Nurse Position Control Number - 0434</u>	\$93,319.00	53.610%	15.000%	12	100.00%	\$21,502.00
To complete grant deliverables specific for goal 1: Ensure that providers store and handle publicly purchased vaccines in a manner that maintains vaccine viability and reduces vaccine wastage (C5).						
	<u>Annual Salary</u>	<u>Fringe Rate</u>	<u>% of Time</u>	<u>Months</u>	<u>Percent of Annual</u>	<u>Amount Requested</u>
<u>Katharyn Kurek, Clinical Services Manager Position Control Number - 00676</u>	\$84,000.00	49.260%	2.500%	12	100.00%	\$3,134.00
To oversee grant deliverables specific for goal 1: Ensure that providers store and handle publicly purchased vaccines in a manner that maintains vaccine viability and reduces vaccine wastage (C5).						
-						
Total Fringe Cost		\$8,539	Total Salary Cost:		\$16,097.85	
Total Budgeted FTE		0.17500				
-						
Travel				Total:	\$300.00	
Out-of-State Travel						\$0.00
In-State Travel						\$300.00
<u>Origin & Destination</u>	<u>Cost</u>	<u># of Trips</u>	<u># of days</u>	<u># of Staff</u>		

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Registration for Nevada Health Conference March 2022, Reno NV x 2 Days x \$150 each day x 1 staff to attend virtually	\$300	1		1	\$300	
Justification: One staff as to be determined based on relevancy of conference agenda will attend virtually the annual Nevada Health Conference. Date TBD, Spring 2023.						
Operating				Total:		\$833.00
Office supplies \$77.50 amount x2 of FTE staff x annual cost			\$155.00			
Materials for Provider Offices: Pink Books \$45 x 8 = \$360; Laminated 2022 Child/Adolescent IZ Schedules 5.50 x 16 = \$88 and/or Stickers \$230 x 1 = for Provider Offices	\$678	\$1	\$678.00			
Justification: Operating items such as provider education and client materials and office supplies including but not limited to pens, paper, staples, and markers to support progress towards grant deliverables.						
Equipment				Total:		\$0
Describe equipment			\$0.00			
Contractual						\$0
Training				Total:		\$0
Describe training			\$0.00			
Other				Total:		\$0
TOTAL DIRECT CHARGES						\$25,769.00
Indirect Charges				Indirect Rate:	0.000%	\$0.00
Indirect Methodology: N/A Indirect						
TOTAL BUDGET				Total:		\$25,769.00
Applicant Name: Carson City Health and Human Services						
VCQI BUDGET NARRATIVE (75% of VFC IQIP Activities)						
Total Personnel Costs				including fringe	Total:	\$75,528.00
-						
	<u>Annual Salary</u>	<u>Fringe Rate</u>	<u>% of Time</u>	<u>Months</u>	<u>Percent of Annual</u>	<u>Amount Requested</u>
Salvante Hotaling, Public Health Nurse Position Control Number - 0434	\$93,319.00	53.610%	40.000%	12	100.00%	\$57,339.00

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To complete grant deliverables specific for goal 2: Work with eligible VFC providers to implement immunization quality improvement and monitor the impact on vaccination coverage; and goal 3: Use IIS data to inform and manage IQIP assessment activities.

	<u>Annual Salary</u>	<u>Fringe Rate</u>	<u>% of Time</u>	<u>Months</u>	<u>Percent of Annual</u>	<u>Amount Requested</u>
Katharyn Kurek, Clinical Services Manager Position Control Number - 00676	\$84,000.00	49.260%	12.500%	12	100.00%	\$15,672.00

To oversee grant deliverables specific for goal 2: Work with eligible VFC providers to implement immunization quality improvement and monitor the impact on vaccination coverage; and goal 3: Use IIS data to inform and manage IQIP assessment activities.

	<u>Annual Salary</u>	<u>Fringe Rate</u>	<u>% of Time</u>	<u>Months</u>	<u>Percent of Annual</u>	<u>Amount Requested</u>
P. Micah Chalk, Grants & Fiscal Analyst Position Control Number - 00766	\$71,668.00	40.500%	2.500%	12	100.00%	\$2,517.00

Provide fiscal oversight including salary projections, budget summaries, completion of RFRs, and all other fiscal functions related to grant deliverables.

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Total Fringe Cost	\$25,909				Total Salary Cost:	\$49,619.30
Total Budgeted FTE	0.55000					

Travel				Total:		\$0
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Out-of-State Travel						\$0
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In-State Travel						\$0
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Operating				Total:		\$1,779.00
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Office supplies \$154.50 amount x #2 of FTE staff x annual cost			\$309.00			
-----------------------------------------------------------------	--	--	----------	--	--	--

Materials for Provider Offices: Pink Books \$45 x 8 = \$360; Laminated 2022 Child/Adolescent IZ Schedules 5.50 x 16 = \$88 and/or Stickers \$230 x 1 = for Provider Offices	\$678	\$1	\$678.00			
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Communications - Microsoft Surface Pro Data Plan (\$43.99 per months) and Hot Spot (\$21.74 per month for connection during offsite compliance visits.	\$66	12	\$792.00			
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**STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC & BEHAVIORAL HEALTH
NOTICE OF SUBAWARD**

Justification: Operating items such as provider education and client materials and office supplies including but not limited to pens, paper, staples, and markers to support progress towards grant deliverables. Data plan and hot spot to support the completion of grant deliverables.

Equipment				Total:		\$0
Describe equipment			\$0.00			
Contractual						\$0
Training				Total:		\$0
Describe training			\$0.00			
Other				Total:		\$0
TOTAL DIRECT CHARGES						\$77,307.00

Indirect Charges			Indirect Rate:	0.000%	\$0.00
Indirect Methodology: N/A Indirect					

TOTAL BUDGET				Total:		\$77,307.00
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Applicant Name: Carson City Health and Human Services

Peri HepB BUDGET NARRATIVE (PPHF Funds)

Total Personnel Costs				including fringe	Total:		\$10,998.00
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	<u>Annual Salary</u>	<u>Fringe Rate</u>	<u>% of Time</u>	<u>Months</u>	<u>Percent of Annual</u>	<u>Amount Requested</u>	
Judy Barlow, Public Health Nurse Position Control Number - 0434	\$94,223.00	51.260%	6.500%	12	100.00%	\$9,264	

To complete grant deliverables specific for goals related to perinatal Hepatitis B.

	<u>Annual Salary</u>	<u>Fringe Rate</u>	<u>% of Time</u>	<u>Months</u>	<u>Percent of Annual</u>	<u>Amount Requested</u>	
Vacant, Part-Time Community Health Worker Position Control Number - 99999	\$19,779.00	3.160%	8.500%	12	100.00%	\$1,734	

To support the completion of grant deliverables specific for goals related to perinatal Hepatitis B.

-							
	Total Fringe Cost	\$3,193			Total Salary Cost:	\$7,805.71	
	Total Budgeted FTE	0.15000					

Travel				Total:		\$0
Out-of-State Travel						\$0
In-State Travel						\$0

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Operating				Total:		\$195.00
Office supplies \$97.50 amount x 2 of FTE staff x annual cost			\$195.00			
Justification: Operating items such as provider education and client materials and office supplies including but not limited to pens, paper, staples, and markers to support progress towards grant deliverables.						
Equipment				Total:		\$0
Describe equipment			\$0.00			
Contractual				Total:		\$0
Training				Total:		\$0
Describe training			\$0.00			
Other				Total:		\$0
TOTAL DIRECT CHARGES						\$11,193.00
Indirect Charges				Indirect Rate:	0.000%	\$0.00
Indirect Methodology: N/A Indirect						
TOTAL BUDGET						\$11,193.00
Applicant Name: Carson City Health and Human Services						
Special Projects BUDGET NARRATIVE (PPHF Funds)						
Total Personnel Costs		including fringe			Total:	\$ 31,053
-						
	<u>Annual Salary</u>	<u>Fringe Rate</u>	<u>% of Time</u>	<u>Months</u>	<u>Percent of Annual</u>	<u>Amount Requested</u>
Judy Barlow, Public Health Nurse Position Control Number - 0434	\$94,223.00	51.260%	4.000%	12	100.00%	\$5,701
To implement grant deliverables specific for goals related to special projects of improving vaccination rates of identified populations.						
	<u>Annual Salary</u>	<u>Fringe Rate</u>	<u>% of Time</u>	<u>Months</u>	<u>Percent of Months worked Annual</u>	<u>Amount Requested</u>
June Corbit, Part - Time Public Health Nurse - 728 hours Position Control Number - 00736	\$26,919.00	3.160%	15.000%	12	100.00%	\$4,165
To implement grant deliverables specific for goals related to special projects of improving vaccination rates of identified populations.						

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	<u>Annual Salary</u>	<u>Fringe Rate</u>	<u>% of Time</u>	<u>Months</u>	<u>Percent of Annual</u>	<u>Amount Requested</u>
<u>P. Micah Chalk</u> <u>Grants & Fiscal Analyst</u> <u>Position Control Number - 00766</u>	\$71,668.00	40.500%	2.500%	12	100.00%	\$2,517
Provide fiscal oversight including salary projections, budget summaries, completion of RFRs, and all other fiscal functions related to grant deliverables.						
	<u>Annual Salary</u>	<u>Fringe Rate</u>	<u>% of Time</u>	<u>Months</u>	<u>Percent of Annual</u>	<u>Amount Requested</u>
<u>Vacant</u> <u>Part-Time Community Health Worker</u> <u>Position Control Number - 99999</u>	\$19,779.00	3.160%	91.500%	12	100.00%	\$18,670
To support the completion of grant deliverables specific for goals related to special projects of improving vaccination rates of identified populations.						
-	-	-	-	-	-	-
Total Fringe Cost		\$3,357		Total Salary Cost:		\$27,696.26
Total Budgeted FTE		1.13000				
Travel				Total:		\$600.00
Out-of-State Travel						\$0
In-State Travel						\$600.00
<u>Origin & Destination</u>	<u>Cost</u>	<u># of Trips</u>	<u># of days</u>	<u># of Staff</u>		
Registration for Nevada Health Conference March 2022, Reno NV x 2 Days x \$150 each day x 1 staff to attend virtually	\$300	1		2	\$600	
Justification: Two staff as to be determined based on relevancy of conference agenda will attend virtually the annual Nevada Health Conference. Date TBD, Spring 2023.						
Operating				Total:		\$1,170
Office supplies \$130 amount x #4 of FTE staff x annual cost			\$520.00			
Vaccine Supplies - Syringes, alcohol, band aids, sharps containers			\$650.00			
Justification: Operating items such as office supplies including but not limited to pens, paper, staples, and markers to support progress towards grant deliverables as well as vaccination supplies including but not limited to syringes, band aids, alcohol pads, needle, and sharps containers to support special project grant deliverables.						
Equipment				Total:		\$0
Describe equipment			\$0.00			
Contractual				Total:		\$0

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Training				Total:		\$0
Describe training			\$0.00			
Other				Total:		\$600
Internal printing and copies: \$50 amount/mo. x 12 months	\$600					
Justification: Internal printer / copier to support grant deliverables.						
TOTAL DIRECT CHARGES						\$33,423.00
Indirect Charges				Indirect Rate:	0.000%	\$0.00
Indirect Methodology: N/A Indirect						
TOTAL BUDGET				Total:		\$33,423.00

STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC & BEHAVIORAL HEALTH
NOTICE OF SUBAWARD

Applicant Name: Carson City Health and Human Services
PROPOSED BUDGET SUMMARY

Form 2

A. PATTERN BOXES ARE FORMULA DRIVEN - DO NOT OVERRIDE - SEE INSTRUCTIONS

<u>FUNDING SOURCES</u>	<u>VFC OPS</u>	<u>VCQI</u>	<u>PPHF (Peri HepB)</u>	<u>PPHF (Special Projects)</u>	<u>Program Income</u>	<u>TOTAL</u>
ENTER TOTAL REQUEST	\$25,769.00	\$77,307.00	\$11,193.00	\$33,423.00		\$147,692.00

EXPENSE CATEGORY

Personnel	\$24,636.00	\$75,528.00	\$10,998.00	\$31,053.00	\$0.00	\$142,215.00
Travel	\$300.00	\$0.00	\$0.00	\$600.00	\$0.00	\$900.00
Operating	\$833.00	\$1,779.00	\$195.00	\$1,170.00	\$0.00	\$3,977.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Contractual/Consultant	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Training	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other Expenses	\$0.00	\$0.00	\$0.00	\$600.00	\$0.00	\$600.00
Indirect	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

TOTAL EXPENSE	\$25,769.00	\$77,307.00	\$11,193.00	\$33,423.00	\$0.00	\$147,692.00
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These boxes should equal 0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
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Total Indirect Cost	\$0.00
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Total Agency Budget	\$147,692.00
Percent of Subrecipient Budget	100%

B. Explain any items noted as pending:

C. Program Income Calculation:

**STATE OF NEVADA
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DIVISION OF PUBLIC & BEHAVIORAL HEALTH
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- Department of Health and Human Services policy allows no more than 10% flexibility of the total not to exceed amount of the subaward, within the approved Scope of Work/Budget. Subrecipient will obtain written permission to redistribute funds within categories. **Note: the redistribution cannot alter the total not to exceed amount of the subaward. Modifications in excess of 10% require a formal amendment.**
- Equipment purchased with these funds belongs to the federal program from which this funding was appropriated and shall be returned to the program upon termination of this agreement.
- Travel expenses, per diem, and other related expenses must conform to the procedures and rates allowed for State officers and employees. It is the Policy of the Board of Examiners to restrict contractors/ Subrecipients to the same rates and procedures allowed State Employees. The State of Nevada reimburses at rates comparable to the rates established by the US General Services Administration, with some exceptions (State Administrative Manual 0200.0 and 0320.0).

The Subrecipient agrees:

To request reimbursement according to the schedule specified below for the actual expenses incurred related to the Scope of Work during the subaward period.

- Nevada State Immunization Program must receive Requests for Reimbursement no later than the fifteenth (15th) day of each month for the prior month's actual expenses;
- **Total reimbursement through this subaward will not exceed \$147,692.00;**
- Requests for Reimbursement will be accompanied by supporting documentation, including a line item description of expenses incurred;
- Reimbursements will not be processed without all **mandatory reporting documents**:
 - Request for Reimbursement Form
 - Reimbursement Worksheet and Declining balance spreadsheet provided by DPBH
 - Receipts for supplies, travel, equipment, and other items purchased
- Reimbursement is based on actual expenditures incurred during the period being reported. The Reimbursement Worksheet supplied should be used to tabulate and summarize the expenses by grant category and should be submitted with the other documents as described below;
 - Submit one copy via email of original, signed Request for Reimbursement, Reimbursement Worksheet, and copies of receipts;
- Additional expenditure detail will be provided upon request from the Division.

Additionally, the Subrecipient agrees to provide:

- A complete financial accounting of all expenditures to the Department within 30 days of the **CLOSE OF THE SUBAWARD PERIOD**. Any un-obligated funds shall be returned to the Department at that time, or if not already requested, shall be deducted from the final award.
- Any work performed after the BUDGET PERIOD will not be reimbursed.
- If a Request for Reimbursement (RFR) is received after the 45-day closing period, the Department may not be able to provide reimbursement.
- If a credit is owed to the Department after the 45-day closing period, the funds must be returned to the Department within 30 days of identification.
- Notification to NSIP of changes in personnel funded by this award within 5-10 business days of the personnel action.

The Department agrees:

- To provide technical assistance to subgrantee, upon request;
- Reimburse subgrantee for Scope of Work accomplished per subgrant upon proper documentation from subgrantee;
- Submit reimbursement request to the Division of Public and Behavioral Health Fiscal Services within five (5) business days but only upon receipt of all mandatory reporting documentation; and
- The Division reserves the right to hold reimbursement under this subaward until any delinquent forms, reports, and expenditure documentation are submitted to and accepted by the Division.

Both parties agree:

- Site visits will be conducted by the Division of Public and Behavioral Health on an annual basis, during this grant period, to ensure grant compliance. The subrecipient monitoring program is designed to meet the federal requirement of Subpart F—Audit Requirements as outlined in Title 2 CFR-Part 200. During the Site Visit the administrative, programmatic and financial activities related to the administration and compliance requirements of federal and state laws, regulations and grant programs will be reviewed.
- The Subrecipient will, in the performance of the Scope of Work specified in this subaward, perform functions and/or activities that could involve confidential information; therefore, the Subrecipient is requested to fill out Section G, which is specific to this subaward, and will be in effect for the term of this subaward.
- Participate in monthly fiscal and programmatic progress monitoring calls as requested by NSIP.
- All reports of expenditures and requests for reimbursement processed by the Department are SUBJECT TO AUDIT.
- This subaward agreement may be TERMINATED by either party prior to the date set forth on the Notice of Subaward, provided the termination shall not be effective until 30 days after a party has served written notice upon the other party. This agreement may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Agreement shall be terminated immediately if for any reason the Department, state, and/or federal funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

Financial Reporting Requirements

- A Request for Reimbursement is due monthly, based on the terms of the subaward agreement, no later than the 15th of the month.
- Reimbursement is based on actual expenditures incurred during the period being reported.
- Payment will not be processed without all reporting being current.
- Reimbursement may only be claimed for expenditures approved within the Notice of Subaward.

**STATE OF NEVADA
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NOTICE OF SUBAWARD
SECTION D**

Agency Ref. #: **SG 25839**
 Budget Account: **3213**
 GL: **8501**
 Draw #: _____

Request for Reimbursement

Program Name: Nevada State of Immunization Program Bureau of Child, Family & Community Wellness Kristy Zigenis, kzigenis@health.nv.gov	Subrecipient Name: Carson City Health and Human Services (CCHHS) Katharyn Kurek, KKurek@carson.org
Address: 4150 Technology Way, Suite 210 Carson City, NV 89706-2009	Address: 900 E. Long St. Carson City, NV 89706-3100
Subaward Period: 07/01/2022-06/30/2023	Subrecipient's: EIN: 88-6000189 Vendor #: T80990941 J

FINANCIAL REPORT AND REQUEST FOR REIMBURSEMENT

(must be accompanied by expenditure report/back-up)

Month(s) Calendar year

Approved Budget Category	A Approved Budget	B Total Prior Requests	C Current Request	D Year to Date Total	E Budget Balance	F Percent Expended
1. Personnel	\$142,215.00	\$0.00	\$0.00	\$0.00	\$142,215.00	0.0%
2. Travel	\$900.00	\$0.00	\$0.00	\$0.00	\$900.00	0.0%
3. Operating	\$3,977.00	\$0.00	\$0.00	\$0.00	\$3,977.00	0.0%
4. Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-
5. Contractual/Consultant	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-
6. Training	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-
7. Other	\$600.00	\$0.00	\$0.00	\$0.00	\$600.00	0.0%
8. Indirect	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-
Total	\$147,692.00	\$0.00	\$0.00	\$0.00	\$147,692.00	0.0%
MATCH REPORTING	Approved Match Budget	Total Prior Reported Match	Current Match Reported	Year to Date Total	Match Balance	Percent Completed
<i>INSERT MONTH/QUARTER</i>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-

I, a duty authorized signatory for the applicant, certify to the best of my knowledge and belief that this report is true, complete and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the grant award; and that the amount of this request is not in excess of current needs or, cumulatively for the grant term, in excess of the total approved grant award. I am aware that any false, fictitious or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims, or otherwise. I verify that the cost allocation and backup documentation attached is correct.

Authorized Signature _____ Title _____ Date _____

FOR Department USE ONLY

Is program contact required? ___ Yes ___ No Contact Person: _____

Reason for contact: _____

Fiscal review/approval date: _____

Scope of Work review/approval date: _____

Chief (as required): _____ Date _____

**STATE OF NEVADA
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SECTION E

Audit Information Request

1. Non-Federal entities that **expend** \$750,000.00 or more in total federal awards are required to have a single or program-specific audit conducted for that year, in accordance with 2 CFR § 200.501(a).
2. Did your organization expend \$750,000 or more in all federal awards during your organization's most recent fiscal year? YES NO
3. When does your organization's fiscal year end? _____
4. What is the official name of your organization? _____
5. How often is your organization audited? _____
6. When was your last audit performed? _____
7. What time-period did your last audit cover? _____
8. Which accounting firm conducted your last audit? _____

Compliance with this section is acknowledged by signing the subaward cover page of this packet.

**STATE OF NEVADA
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SECTION F

Current or Former State Employee Disclaimer

For the purpose of State compliance with NRS 333.705, subrecipient represents and warrants that if subrecipient, or any employee of subrecipient who will be performing services under this subaward, is a current employee of the State or was employed by the State within the preceding 24 months, subrecipient has disclosed the identity of such persons, and the services that each such person will perform, to the issuing Agency. Subrecipient agrees they will not utilize any of its employees who are Current State Employees or Former State Employees to perform services under this subaward without first notifying the Agency and receiving from the Agency approval for the use of such persons. This prohibition applies equally to any subcontractors that may be used to perform the requirements of the subaward.

The provisions of this section do not apply to the employment of a former employee of an agency of this State who is not receiving retirement benefits under the Public Employees' Retirement System (PERS) during the duration of the subaward.

Are any current or former employees of the State of Nevada assigned to perform work on this subaward?

- YES If "YES", list the names of any current or former employees of the State and the services that each person will perform.
- NO Subrecipient agrees that if a current or former state employee is assigned to perform work on this subaward at any point after execution of this agreement, they must receive prior approval from the Department.

Name	Services
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Subrecipient agrees that any employees listed cannot perform work until approval has been given from the Department.

Compliance with this section is acknowledged by signing the subaward cover page of this packet.

STATE OF NEVADA
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NOTICE OF SUBAWARD

SECTION G

Business Associate Addendum

BETWEEN

Nevada Department of Health and Human Services

Hereinafter referred to as the "Covered Entity"

and

Carson City Health and Human Services

Hereinafter referred to as the "Business Associate"

PURPOSE. In order to comply with the requirements of HIPAA and the HITECH Act, this Addendum is hereby added and made part of the agreement between the Covered Entity and the Business Associate. This Addendum establishes the obligations of the Business Associate and the Covered Entity as well as the permitted uses and disclosures by the Business Associate of protected health information it may possess by reason of the agreement. The Covered Entity and the Business Associate shall protect the privacy and provide for the security of protected health information disclosed to the Business Associate pursuant to the agreement and in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-5 ("the HITECH Act"), and regulation promulgated there under by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws.

WHEREAS, the Business Associate will provide certain services to the Covered Entity, and, pursuant to such arrangement, the Business Associate is considered a business associate of the Covered Entity as defined in HIPAA, the HITECH Act, the Privacy Rule and Security Rule; and

WHEREAS, Business Associate may have access to and/or receive from the Covered Entity certain protected health information, in fulfilling its responsibilities under such arrangement; and

WHEREAS, the HIPAA Regulations, the HITECH Act, the Privacy Rule and the Security Rule require the Covered Entity to enter into an agreement containing specific requirements of the Business Associate prior to the disclosure of protected health information, as set forth in, but not limited to, 45 CFR Parts 160 & 164 and Public Law 111-5.

THEREFORE, in consideration of the mutual obligations below and the exchange of information pursuant to this Addendum, and to protect the interests of both Parties, the Parties agree to all provisions of this Addendum.

I. DEFINITIONS. The following terms shall have the meaning ascribed to them in this Section. Other capitalized terms shall have the meaning ascribed to them in the context in which they first appear.

1. **Breach** means the unauthorized acquisition, access, use, or disclosure of protected health information which compromises the security or privacy of the protected health information. The full definition of breach can be found in 42 USC 17921 and 45 CFR 164.402.
2. **Business Associate** shall mean the name of the organization or entity listed above and shall have the meaning given to the term under the Privacy and Security Rule and the HITECH Act. For full definition refer to 45 CFR 160.103.
3. **CFR** stands for the Code of Federal Regulations.
4. **Agreement** shall refer to this Addendum and that particular agreement to which this Addendum is made a part.
5. **Covered Entity** shall mean the name of the Department listed above and shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to 45 CFR 160.103.
6. **Designated Record Set** means a group of records that includes protected health information and is maintained by or for a covered entity or the Business Associate that includes, but is not limited to, medical, billing, enrollment, payment, claims adjudication, and case or medical management records. Refer to 45 CFR 164.501 for the complete definition.
7. **Disclosure** means the release, transfer, provision of, access to, or divulging in any other manner of information outside the entity holding the information as defined in 45 CFR 160.103.
8. **Electronic Protected Health Information** means individually identifiable health information transmitted by electronic media or maintained in electronic media as set forth under 45 CFR 160.103.
9. **Electronic Health Record** means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. Refer to 42 USC 17921.
10. **Health Care Operations** shall have the meaning given to the term under the Privacy Rule at 45 CFR 164.501.
11. **Individual** means the person who is the subject of protected health information and is defined in 45 CFR 160.103.
12. **Individually Identifiable Health Information** means health information, in any form or medium, including demographic information collected from an individual, that is created or received by a covered entity or a business associate of the covered entity and relates to the past, present, or future care of the individual. Individually identifiable health information is information that identifies the individual directly or there is a reasonable basis to believe the information can be used to identify the individual. Refer to 45 CFR 160.103.
13. **Parties** shall mean the Business Associate and the Covered Entity.
14. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 CFR Parts 160 and 164, Subparts A, D and E.
15. **Protected Health Information** means individually identifiable health information transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. Refer to 45 CFR 160.103 for the complete definition.

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16. **Required by Law** means a mandate contained in law that compels an entity to make a use or disclosure of protected health information and that is enforceable in a court of law. This includes but is not limited to: court orders and court-ordered warrants; subpoenas, or summons issued by a court; and statutes or regulations that require the provision of information if payment is sought under a government program providing public benefits. For the complete definition refer to 45 CFR 164.103.
17. **Secretary** shall mean the Secretary of the federal Department of Health and Human Services (HHS) or the Secretary's designee.
18. **Security Rule** shall mean the HIPAA regulation that is codified at 45 CFR Parts 160 and 164 Subparts A and C.
19. **Unsecured Protected Health Information** means protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in the guidance issued in Public Law 111-5. Refer to 42 USC 17932 and 45 CFR 164.402.
20. **USC** stands for the United States Code.

II. OBLIGATIONS OF THE BUSINESS ASSOCIATE.

1. **Access to Protected Health Information.** The Business Associate will provide, as directed by the Covered Entity, an individual or the Covered Entity access to inspect or obtain a copy of protected health information about the Individual that is maintained in a designated record set by the Business Associate or, its agents or subcontractors, in order to meet the requirements of the Privacy Rule, including, but not limited to 45 CFR 164.524 and 164.504(e) (2) (ii) (E). If the Business Associate maintains an electronic health record, the Business Associate or, its agents or subcontractors shall provide such information in electronic format to enable the Covered Entity to fulfill its obligations under the HITECH Act, including, but not limited to 42 USC 17935.
2. **Access to Records.** The Business Associate shall make its internal practices, books and records relating to the use and disclosure of protected health information available to the Covered Entity and to the Secretary for purposes of determining Business Associate's compliance with the Privacy and Security Rule in accordance with 45 CFR 164.504(e)(2)(ii)(H).
3. **Accounting of Disclosures.** Promptly, upon request by the Covered Entity or individual for an accounting of disclosures, the Business Associate and its agents or subcontractors shall make available to the Covered Entity, or the individual information required to provide an accounting of disclosures in accordance with 45 CFR 164.528, and the HITECH Act, including, but not limited to 42 USC 17935. The accounting of disclosures, whether electronic or other media, must include the requirements as outlined under 45 CFR 164.528(b).
4. **Agents and Subcontractors.** The Business Associate must ensure all agents and subcontractors to whom it provides protected health information agree in writing to the same restrictions and conditions that apply to the Business Associate with respect to all protected health information accessed, maintained, created, retained, modified, recorded, stored, destroyed, or otherwise held, transmitted, used or disclosed by the agent or subcontractor. The Business Associate must implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation as outlined under 45 CFR 164.530(f) and 164.530(e)(1).
5. **Amendment of Protected Health Information.** The Business Associate will make available protected health information for amendment and incorporate any amendments in the designated record set maintained by the Business Associate or, its agents or subcontractors, as directed by the Covered Entity or an individual, in order to meet the requirements of the Privacy Rule, including, but not limited to, 45 CFR 164.526.
6. **Audits, Investigations, and Enforcement.** The Business Associate must notify the Covered Entity immediately upon learning the Business Associate has become the subject of an audit, compliance review, or complaint investigation by the Office of Civil Rights or any other federal or state oversight agency. The Business Associate shall provide the Covered Entity with a copy of any protected health information that the Business Associate provides to the Secretary or other federal or state oversight agency concurrently with providing such information to the Secretary or other federal or state oversight agency. The Business Associate and individuals associated with the Business Associate are solely responsible for all civil and criminal penalties assessed as a result of an audit, breach, or violation of HIPAA or HITECH laws or regulations. Reference 42 USC 17937.
7. **Breach or Other Improper Access, Use or Disclosure Reporting.** The Business Associate must report to the Covered Entity, in writing, any access, use or disclosure of protected health information not permitted by the agreement, Addendum or the Privacy and Security Rules. The Covered Entity must be notified immediately upon discovery or the first day such breach or suspected breach is known to the Business Associate or by exercising reasonable diligence would have been known by the Business Associate in accordance with 45 CFR 164.410, 164.504(e)(2)(ii)(C) and 164.308(b) and 42 USC 17921. The Business Associate must report any improper access, use or disclosure of protected health information by: The Business Associate or its agents or subcontractors. In the event of a breach or suspected breach of protected health information, the report to the Covered Entity must be in writing and include the following: a brief description of the incident; the date of the incident; the date the incident was discovered by the Business Associate; a thorough description of the unsecured protected health information that was involved in the incident; the number of individuals whose protected health information was involved in the incident; and the steps the Business Associate is taking to investigate the incident and to protect against further incidents. The Covered Entity will determine if a breach of unsecured protected health information has occurred and will notify the Business Associate of the determination. If a breach of unsecured protected health information is determined, the Business Associate must take prompt corrective action to cure any such deficiencies and mitigate any significant harm that may have occurred to individual(s) whose information was disclosed inappropriately.
8. **Breach Notification Requirements.** If the Covered Entity determines a breach of unsecured protected health information by the Business Associate has occurred, the Business Associate will be responsible for notifying the individuals whose unsecured protected health information was breached in accordance with 42 USC 17932 and 45 CFR 164.404 through 164.406. The Business Associate must provide evidence to the Covered Entity that appropriate notifications to individuals and/or media, when necessary, as specified in 45 CFR 164.404 and 45 CFR 164.406 has occurred. The Business Associate is responsible for all costs associated with notification to individuals, the media or others as well as costs associated with mitigating future breaches. The Business Associate must notify the Secretary of all breaches in accordance with 45 CFR 164.408 and must provide the Covered Entity with a copy of all notifications made to the Secretary.
9. **Breach Pattern or Practice by Covered Entity.** Pursuant to 42 USC 17934, if the Business Associate knows of a pattern of activity or practice of the Covered Entity that constitutes a material breach or violation of the Covered Entity's obligations under the Contract or Addendum, the Business Associate must immediately report the problem to the Secretary.
10. **Data Ownership.** The Business Associate acknowledges that the Business Associate or its agents or subcontractors have no ownership rights with respect to the protected health information it accesses, maintains, creates, retains, modifies, records, stores, destroys, or otherwise holds, transmits, uses or discloses.
11. **Litigation or Administrative Proceedings.** The Business Associate shall make itself, any subcontractors, employees, or agents assisting the Business Associate in the performance of its obligations under the agreement or Addendum, available to the Covered Entity, at no cost

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to the Covered Entity, to testify as witnesses, or otherwise, in the event litigation or administrative proceedings are commenced against the Covered Entity, its administrators or workforce members upon a claimed violation of HIPAA, the Privacy and Security Rule, the HITECH Act, or other laws relating to security and privacy.

12. **Minimum Necessary.** The Business Associate and its agents and subcontractors shall request, use and disclose only the minimum amount of protected health information necessary to accomplish the purpose of the request, use or disclosure in accordance with 42 USC 17935 and 45 CFR 164.514(d)(3).
13. **Policies and Procedures.** The Business Associate must adopt written privacy and security policies and procedures and documentation standards to meet the requirements of HIPAA and the HITECH Act as described in 45 CFR 164.316 and 42 USC 17931.
14. **Privacy and Security Officer(s).** The Business Associate must appoint Privacy and Security Officer(s) whose responsibilities shall include: monitoring the Privacy and Security compliance of the Business Associate; development and implementation of the Business Associate's HIPAA Privacy and Security policies and procedures; establishment of Privacy and Security training programs; and development and implementation of an incident risk assessment and response plan in the event the Business Associate sustains a breach or suspected breach of protected health information.
15. **Safeguards.** The Business Associate must implement safeguards as necessary to protect the confidentiality, integrity, and availability of the protected health information the Business Associate accesses, maintains, creates, retains, modifies, records, stores, destroys, or otherwise holds, transmits, uses or discloses on behalf of the Covered Entity. Safeguards must include administrative safeguards (e.g., risk analysis and designation of security official), physical safeguards (e.g., facility access controls and workstation security), and technical safeguards (e.g., access controls and audit controls) to the confidentiality, integrity and availability of the protected health information, in accordance with 45 CFR 164.308, 164.310, 164.312, 164.316 and 164.504(e)(2)(ii)(B). Sections 164.308, 164.310 and 164.312 of the CFR apply to the Business Associate of the Covered Entity in the same manner that such sections apply to the Covered Entity. Technical safeguards must meet the standards set forth by the guidelines of the National Institute of Standards and Technology (NIST). The Business Associate agrees to only use or disclose protected health information as provided for by the agreement and Addendum and to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate, of a use or disclosure, in violation of the requirements of this Addendum as outlined under 45 CFR 164.530(e)(2)(f).
16. **Training.** The Business Associate must train all members of its workforce on the policies and procedures associated with safeguarding protected health information. This includes, at a minimum, training that covers the technical, physical and administrative safeguards needed to prevent inappropriate uses or disclosures of protected health information; training to prevent any intentional or unintentional use or disclosure that is a violation of HIPAA regulations at 45 CFR 160 and 164 and Public Law 111-5; and training that emphasizes the criminal and civil penalties related to HIPAA breaches or inappropriate uses or disclosures of protected health information. Workforce training of new employees must be completed within 30 days of the date of hire and all employees must be trained at least annually. The Business Associate must maintain written records for a period of six years. These records must document each employee that received training and the date the training was provided or received.
17. **Use and Disclosure of Protected Health Information.** The Business Associate must not use or further disclose protected health information other than as permitted or required by the agreement or as required by law. The Business Associate must not use or further disclose protected health information in a manner that would violate the requirements of the HIPAA Privacy and Security Rule and the HITECH Act.

III. **PERMITTED AND PROHIBITED USES AND DISCLOSURES BY THE BUSINESS ASSOCIATE.** The Business Associate agrees to these general use and disclosure provisions:

1. **Permitted Uses and Disclosures:**
 - a. Except as otherwise limited in this Addendum, the Business Associate may use or disclose protected health information to perform functions, activities, or services for, or on behalf of, the Covered Entity as specified in the agreement, provided that such use or disclosure would not violate the HIPAA Privacy and Security Rule or the HITECH Act, if done by the Covered Entity in accordance with 45 CFR 164.504(e) (2) (i) and 42 USC 17935 and 17936.
 - b. Except as otherwise limited by this Addendum, the Business Associate may use or disclose protected health information received by the Business Associate in its capacity as a Business Associate of the Covered Entity, as necessary, for the proper management and administration of the Business Associate, to carry out the legal responsibilities of the Business Associate, as required by law or for data aggregation purposes in accordance with 45 CFR 164.504(e)(2)(A), 164.504(e)(4)(i)(A), and 164.504(e)(2)(i)(B).
 - c. Except as otherwise limited in this Addendum, if the Business Associate discloses protected health information to a third party, the Business Associate must obtain, prior to making any such disclosure, reasonable written assurances from the third party that such protected health information will be held confidential pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to the third party. The written agreement from the third party must include requirements to immediately notify the Business Associate of any breaches of confidentiality of protected health information to the extent it has obtained knowledge of such breach. Refer to 45 CFR 164.502 and 164.504 and 42 USC 17934.
 - d. The Business Associate may use or disclose protected health information to report violations of law to appropriate federal and state authorities, consistent with 45 CFR 164.502(j)(1).
2. **Prohibited Uses and Disclosures:**
 - a. Except as otherwise limited in this Addendum, the Business Associate shall not disclose protected health information to a health plan for payment or health care operations purposes if the patient has required this special restriction and has paid out of pocket in full for the health care item or service to which the protected health information relates in accordance with 42 USC 17935.
 - b. The Business Associate shall not directly or indirectly receive remuneration in exchange for any protected health information, as specified by 42 USC 17935, unless the Covered Entity obtained a valid authorization, in accordance with 45 CFR 164.508 that includes a specification that protected health information can be exchanged for remuneration.

IV. **OBLIGATIONS OF COVERED ENTITY**

1. The Covered Entity will inform the Business Associate of any limitations in the Covered Entity's Notice of Privacy Practices in accordance with 45 CFR 164.520, to the extent that such limitation may affect the Business Associate's use or disclosure of protected health information.

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2. The Covered Entity will inform the Business Associate of any changes in, or revocation of, permission by an individual to use or disclose protected health information, to the extent that such changes may affect the Business Associate's use or disclosure of protected health information.
3. The Covered Entity will inform the Business Associate of any restriction to the use or disclosure of protected health information that the Covered Entity has agreed to in accordance with 45 CFR 164.522 and 42 USC 17935, to the extent that such restriction may affect the Business Associate's use or disclosure of protected health information.
4. Except in the event of lawful data aggregation or management and administrative activities, the Covered Entity shall not request the Business Associate to use or disclose protected health information in any manner that would not be permissible under the HIPAA Privacy and Security Rule and the HITECH Act, if done by the Covered Entity.

V. **TERM AND TERMINATION**

1. **Effect of Termination:**
 - a. Except as provided in paragraph (b) of this section, upon termination of this Addendum, for any reason, the Business Associate will return or destroy all protected health information received from the Covered Entity or created, maintained, or received by the Business Associate on behalf of the Covered Entity that the Business Associate still maintains in any form and the Business Associate will retain no copies of such information.
 - b. If the Business Associate determines that returning or destroying the protected health information is not feasible, the Business Associate will provide to the Covered Entity notification of the conditions that make return or destruction infeasible. Upon a mutual determination that return, or destruction of protected health information is infeasible, the Business Associate shall extend the protections of this Addendum to such protected health information and limit further uses and disclosures of such protected health information to those purposes that make return or destruction infeasible, for so long as the Business Associate maintains such protected health information.
 - c. These termination provisions will apply to protected health information that is in the possession of subcontractors, agents, or employees of the Business Associate.
2. **Term.** The Term of this Addendum shall commence as of the effective date of this Addendum herein and shall extend beyond the termination of the contract and shall terminate when all the protected health information provided by the Covered Entity to the Business Associate, or accessed, maintained, created, retained, modified, recorded, stored, or otherwise held, transmitted, used or disclosed by the Business Associate on behalf of the Covered Entity, is destroyed or returned to the Covered Entity, or, if it not feasible to return or destroy the protected health information, protections are extended to such information, in accordance with the termination.
3. **Termination for Breach of Agreement.** The Business Associate agrees that the Covered Entity may immediately terminate the agreement if the Covered Entity determines that the Business Associate has violated a material part of this Addendum.

VI. **MISCELLANEOUS**

1. **Amendment.** The parties agree to take such action as is necessary to amend this Addendum from time to time for the Covered Entity to comply with all the requirements of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, Public Law No. 104-191 and the Health Information Technology for Economic and Clinical Health Act (HITECH) of 2009, Public Law No. 111-5.
2. **Clarification.** This Addendum references the requirements of HIPAA, the HITECH Act, the Privacy Rule and the Security Rule, as well as amendments and/or provisions that are currently in place and any that may be forthcoming.
3. **Indemnification.** Each party will indemnify and hold harmless the other party to this Addendum from and against all claims, losses, liabilities, costs and other expenses incurred as a result of, or arising directly or indirectly out of or in conjunction with:
 - a. Any misrepresentation, breach of warranty or non-fulfillment of any undertaking on the part of the party under this Addendum; and
 - b. Any claims, demands, awards, judgments, actions, and proceedings made by any person or organization arising out of or in any way connected with the party's performance under this Addendum.
4. **Interpretation.** The provisions of the Addendum shall prevail over any provisions in the agreement that may conflict or appear inconsistent with any provision in this Addendum. This Addendum and the agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this Addendum shall be resolved to permit the Covered Entity and the Business Associate to comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.
5. **Regulatory Reference.** A reference in this Addendum to a section of the HITECH Act, HIPAA, the Privacy Rule and Security Rule means the sections as in effect or as amended.
6. **Survival.** The respective rights and obligations of Business Associate under Effect of Termination of this Addendum shall survive the termination of this Addendum.

Compliance with this section is acknowledged by signing the subaward cover page of this packet.

Health Department Funding Map - IZ/VFC Grant

Employee	Position	City/Contractor	FT/PT	General Fund	Immunization Grant/VFC	Title X (Family Planning)	Title X (Family Planning) - No Cost Extension	State Family Planning	Maternal Child Health	Clinic Services Revenue	State Vaccine Revenue	Private Vaccine Revenue	SAPTA TB	Adolescent Health - PREP	Adolescent Health - SRAE	CDC - PHEP	IZ COVID - Equity/Non-Equity Rd. 4	ASPR HPP	IZ COVID Enhanced Round 3	Total Percentage for Each Employee	
Katharyn Reece	Clinical Services Division Manager	City	FT	46.0%	15.0%	14.0%		10.0%	15.0%												100.0%
Vanette Hotaling	Public Health Nurse	City	FT	30.0%	55.0%				15.0%												100.0%
Micah Chalk	Grant/Fiscal Analyst	City	FT	50.0%	5.0%			5.0%		6.0%	3.0%	5.0%	1.0%	2.5%	2.5%	5.0%	5.0%	5.0%	5.0%		100.0%
Judy Barlow	Public Health Nurse	City	FT		10.5%	10.0%	28.0%	26.0%	15.5%				10.0%								100.0%
June Corbit	Public Health Nurse	City	PT		15.0%				73.0%		5.5%	6.5%									100.0%
New Position	Community Health Worker	City	PT		100.0%																100.0%



STAFF REPORT

Report To: Board of Supervisors

Meeting Date: September 1, 2022

Staff Contact: Nick Wentworth, Parks Project Manager and Jennifer Budge, Parks and Recreation Director

Agenda Title: For Possible Corrective Action: Discussion and possible action regarding a request to reallocate \$150,000 from the General Fund Capital Improvement Program ("CIP"), which were designated for the tennis courts at Centennial Park and approved as part of the Fiscal Year ("FY") 2022 CIP, to the Ross Gold Park Tennis Court Rehabilitation Project. (Nick Wentworth, nwentworth@carson.org and Jennifer Budge, jbudge@carson.org)

Staff Summary: On July 7, 2022, the Board of Supervisors ("Board") reallocated \$150,000 to the Ross Gold Park Tennis Court Rehabilitation Project from the General Fund CIP that was designated for the Tennis Courts at Centennial Park, instead of from residential construction tax ("RCT") funds designated for the Ross Gold Park Pavilion Project. A reallocation of funding was needed for the Ross Gold Park Tennis Court Rehabilitation Project because costs for the project had significantly increased. This item is to properly designate the source of the funds being reallocated.

Agenda Action: Formal Action / Motion

Time Requested: Consent

Proposed Motion

I move to approve the request as presented.

Board's Strategic Goal

Sustainable Infrastructure

Previous Action

July 7, 2022 – The Board considered whether to reallocate \$150,000 of RCT funds from the Ross Gold Park Pavilion Project to the Ross Gold Park Tennis Court Rehabilitation Project, and approved a \$150,000 reallocation of funding from the Centennial Park General Fund CIP to the Ross Gold Park Tennis Court Rehabilitation Project.

May 20, 2021 – The Board approved the final budget for FY 2022, including the CIP, which allocated \$150,000 in RCT funds for the Ross Gold Park Picnic Pavilion.

May 21, 2020 - The Board approved the final budget for FY 2021, including the CIP, which allocated \$165,000 in RCT funds for the Ross Gold Tennis Courts Project.

August 20, 2019 - The Parks and Recreation Commission recommended approval to the Board regarding the Ross Gold Park Master Plan update and identified rehabilitation of the tennis courts as a priority project desired by the community.

Background/Issues & Analysis

On July 7, 2022, the Board considered whether to reallocate \$150,000 of RCT funds from the Ross Gold Park Pavilion Project to the Ross Gold Park Tennis Court Rehabilitation Project.

The Parks and Recreation Commission identified replacement of the tennis courts as the greatest need at Ross Gold Park, based on public feedback during the park's master plan update, and reaffirmed this as the priority during the FY 2023 budget process. If approved, this capital project budget reallocation would help to fund two new tennis courts on a post-tension concrete slab, surfacing and striping to replace the old courts. The FY 2021 CIP budget for the Ross Gold Tennis Courts Project of \$165,000 was based on an original quote that is approximately four years old. The project was put out for bids in 2021 with only one responsive bidder at \$432,444. Inflation, labor force shortages and construction demand are all factors for the price increase. The project has been value engineered to eliminate site work outside of the courts; however, the existing project budget of \$165,000 is insufficient for the total project budget requirement of \$336,000.

Instead of reallocating funding from the Ross Gold Park Pavilion Project, the Board elected to reallocate funding from the General Fund CIP that was designated for the Tennis Courts at Centennial Park to the Ross Gold Park Tennis Court Rehabilitation Project. For complete clarity on Board intent and action, this item is a corrective action to properly designate the source of the funds being reallocated to the Ross Gold Park Tennis Court Rehabilitation Project.

Applicable Statute, Code, Policy, Rule or Regulation

NRS Chapter 338

Financial Information

Is there a fiscal impact? Yes

If yes, account name/number: Capital Project Fund 2105050-507010 Project numbers P500021001-Ross Gold Tennis Court & Project Number P50052202-Centennial Sports Court

Is it currently budgeted? Yes

Explanation of Fiscal Impact: The \$150,000 budget from the General Fund CIP that was designated for the Tennis Courts at Centennial Park will be reallocated to the Ross Gold Park Tennis Court Project for a new total Ross Gold Park Tennis Court Project budget of \$336,000.

Alternatives

No viable alternatives.

Attachments:

Board Action Taken:

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

(Vote Recorded By)



STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** September 1, 2022

Staff Contact: Darren Schulz, Public Works Director

Agenda Title: For Possible Action: Discussion and possible action regarding a Master License Agreement ("MLA") between New Cingular Wireless PCS, LLC ("Cingular") and Carson City ("City") for the placement and operation of small cell wireless equipment on City-owned and third-party poles and street lights located within the City right-of-way, including an application fee of \$1,400 per installation and an annual attachment fee of up to \$1,036 per installation, with modifications to the insurance provisions of the previously approved MLA template, and authorization for the Mayor to sign the MLA. (Darren Schulz, Dschulz@carson.org and Dan Stucky, DStucky@carson.org)

Staff Summary: On October 1, 2020, the Board of Supervisors approved an MLA template to be used between City and wireless providers in the future to deploy small cell wireless technology in City right-of-way. Cingular has requested modifications to Exhibit C - Insurance Requirements of the previously approved MLA template. The Board of Supervisors must approve any changes to the template.

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

Proposed Motion

I move to approve, and authorize the Mayor to sign, the Master License Agreement as presented.

Board's Strategic Goal

Economic Development

Previous Action

April 4, 2019 - Board of Supervisors approved the adoption of the Policy to implement aesthetic requirements and procedures for small cell wireless equipment on poles and street lights located in the City right-of-way and to give limited authorization to the Director of Public Works or his or her designee to update the Policy.

September 3, 2020 – Staff brought forward the MLA template to the Board of Supervisors for possible action to approve the MLA template and authorize for the Mayor to enter into Master License Agreements between Carson City and the wireless providers. Although this item was scheduled for formal action, the Board did not take a formal action, but rather provided comments on the MLA and directed staff to return at a future meeting for formal action on the MLA along with the second reading of the ordinance governing the installation of small cellular wireless equipment in Carson City and the "Carson City Public Works Placement of Small Cell Wireless Equipment in Carson City Right-of-Way" policy ("Policy").

October 1, 2020 – Board of Supervisors approved the MLA template and authorized the Mayor to enter into future Master License Agreements with the wireless providers using the approved MLA template. At the same

meeting, the Board adopted an ordinance governing the installation of small cell wireless equipment in Carson City and the Policy.

Background/Issues & Analysis

On October 1, 2020, the Board of Supervisors approved the MLA template and adopted an ordinance and the Policy governing the installation of small cell wireless equipment in Carson City.

The MLA defines the responsibilities of both parties and reinforces the City's position for maintaining acceptable aesthetic standards, as well as design standards that will ensure installations meet engineering, ADA accessibility and safety requirements. The MLA provides for a \$1,400 application fee which includes estimates of staff time and associated costs to adequately review the proposed small cell wireless site applications. A one-time permit extension fee in the amount of \$500 is also included. The proposed fees (1) are consistent with the fees proposed by neighboring regional municipalities; (2) use sound methodology to estimate the required cost burden by the City to adequately review applications; (3) are non-discriminatory; and (4) are reasonable in cost.

Additionally, the MLA includes an annual attachment fee for use and occupancy of City-owned right-of-way in an amount up to \$1,036, consisting of a \$270 right-of-way use fee, a \$75 electric meter fee, and a \$691 electricity fee. The \$270 right-of-way use fee is established as permitted under federal law for the use of the City's right-of-way. The electric meter fee and the \$691 electricity fee are meant to cover the City's actual electrical expenses if small cell equipment is hooked up to the City's circuits, and will not be charged if the small cell equipment does not use City electricity. The attachment fee may be revised once per year to an amount that is permitted under the Federal Communications Commission regulations and orders, or other applicable law.

To date, one company has entered into a MLA with the City, but no building permits have been issued for the deployment of small cell equipment in City right-of-way. Cingular has requested modifications to insurance requirements listed in Exhibit C of the MLA. Since these proposed changes are different from what was presented in the approved MLA template, Board approval is required before the City can enter into a MLA with Cingular. Staff has reviewed the proposed edits. The proposed edits do not affect the City's licensing scheme for small cellular wireless equipment, and City staff has no objection to the proposed edits.

Applicable Statute, Code, Policy, Rule or Regulation

NRS 244.320; FCC Orders and Regulations - Order on September 27, 2018 and Order Denying Stay on December 10, 2018; Carson City Policy - Placement of Small Cell Wireless Equipment in Carson City Right-of-Way.

Financial Information

Is there a fiscal impact? Yes

If yes, account name/number: Building Permits Fund: Building Permit Fees Revenue (Account #: 5259080-441680)

Regional Transportation Fund: Lease Revenue (Account #: 2503080-463010)

Is it currently budgeted? No

Explanation of Fiscal Impact: Any building permit fees associated with the installation of small cell wireless facilities under this MLA will be deposited in the Building Permit Fund. Any annual attachment fees associated with the installation of small cell wireless facilities under this MLA will be deposited in the City's Lease Revenue account in the Regional Transportation Fund.

Alternatives

Do not approve the proposed MLA with the modifications to Exhibit C, and/or provide alternative direction to staff.

Attachments:

[Small Cell Master License Agreement_CC and Cingular.pdf](#)

[ATT Signature Page.pdf](#)

[Exhibit C_REVISIONS.pdf](#)

Board Action Taken:

Motion: _____

1) _____

2) _____

Aye/Nay

(Vote Recorded By)

MASTER LICENSE AGREEMENT

CONTRACT NUMBER: _____

This Agreement is made by and between:

Licensor	Carson City Attn: City Engineer Carson City Public Works 3505 Butti Way Carson City, Nevada 89701
Licensee	New Cingular Wireless PCS, LLC, a Delaware limited liability company Attn: Tower Asset Group – Lease Administration Re: City of Carson City (NV) Small Cell MLA 1025 Lenox Park Blvd. NE, 3 rd Floor Atlanta, GA 30319

Licensor and Licensee may be individually referred to as “Party” and collectively referred to as “Parties.”

RECITALS

This Agreement is made with reference to the following Recitals, each of which is deemed to be a material term and provision of this Agreement:

A. Licensor is the owner of certain public right-of-way (“ROW”) and other real property situated within the limits of Carson City, Nevada, and of certain facilities located within the ROW.

B. Licensee is duly organized, licensed in Carson City, and existing under the laws of the State of Delaware, and its lawful successors, assigns, and transferees, are authorized to conduct business in the State of Nevada.

C. Licensee desires to construct, operate, and maintain wireless communication sites in Licensor’s ROW and/or on Licensor-owned facilities situated in the ROW and, for such purpose, desires to locate, place, attach, install, operate, control, and maintain antennas and other related wireless communication equipment consistent with Small Cell technology in Licensor ROW and/or on Licensor-owned facilities in the ROW.

D. Licensor desires from time to time to allow Licensee to place Equipment (defined below) in City’s ROW so long as Licensee complies with Licensor’s ROW use and application requirements as provided herein.

E. Licensee is willing to compensate Licensor in exchange for a grant and right to use and physically occupy portions of the ROW and/or Licensor-owned facilities as provided herein.

NOW, THEREFORE, in consideration of the mutual promises and conditions contained in this Agreement and other good and valuable consideration, the Parties do agree as follows:

AGREEMENT

1. **Definitions and Exhibits.**

1.1. **Definitions.** For the purposes of this Agreement and all Exhibits attached hereto, the following terms, phrases, words and derivations shall have the meaning given herein.

- (a) *Agreement* means this Master License Agreement.
- (b) *Attachment Fee* means that fee described in Section 4.2 of this Agreement.
- (c) *Attachment Date* means the date on which Licensee commences installation of its Equipment in Licensor-owned ROW, on a Municipal Facility, or upon a third-party pole or facility located in a Licensor-owned ROW, as applicable.
- (d) *Building Permit* means a Building Permit obtained from Licensor's Community Development Department.
- (e) *City* and *Licensor* mean the consolidated municipality of Carson City.
- (f) *Code* means Licensor's Municipal Code, as may be amended from time to time.
- (g) *Commencement Date* means the date on which a Supplement commences, in accordance with Section 3.2 of this Agreement.
- (h) *Equipment* means Small Cell antennas or Small Wireless Facilities and other wireless communications equipment utilizing small cell technology that is specifically identified and described in Exhibit 1 attached to each Site Supplement or Third-Party Site Supplement (as defined below).
- (i) *Execution Date* means the date that this Agreement is fully executed by the Parties.
- (j) *FCC* means the Federal Communications Commission.
- (k) *FCC Orders* mean the Declaratory Ruling and Third Report and Order (WT Docket No. 17-79; WC Docket No. 17-84) In the Matter of Accelerating Wireless Broadband Deployment by Removing Barriers to Infrastructure Investment adopted by the FCC on September 26, 2018 and effective on January 14, 2019; the Order Denying Motion for Stay (WT Docket No. 17-79; WC Docket No. 17-84) In the Matter of Accelerating Wireless Broadband Deployment by Removing Barriers to Infrastructure Investment adopted by the FCC on December 10, 2018; and any other applicable FCC Orders and any Laws interpreting or applying the FCC Orders.

(l) *Fiscal Year* means July 1 of any given calendar year to June 30 of the following calendar year.

(m) *Hazardous Substance* means any substance, chemical or waste that is identified as hazardous or toxic in any applicable federal, state or local law or regulation, including but not limited to petroleum products and asbestos.

(n) *Interference* means physical interference and radio frequency interference.

(o) *Law or Laws* means any and all applicable statutes, constitutions, ordinances, resolutions, regulations, judicial decisions, rules, permits, approvals, or other applicable requirements of Licensor or other governmental entity or agency having joint or several jurisdiction over Licensee's activities under this Agreement or over any aspect of this Agreement, including the Code (as defined above), the FCC Orders (as defined above), and the Policy (as defined below), that are in force on date of the execution of this Agreement and as they may be enacted, issued, or amended during the Term of this Agreement.

(p) *Municipal Facilities* or *Municipal Facility* means those Licensor-owned poles and fixtures located within the ROW, including, without limitation, Licensee installed poles, replacement poles installed by Licensee, streetlight poles, and traffic poles that are designated or approved by Licensor as being suitable for placement of Equipment.

(q) *Permit* means a permit issued and described in accordance with the Law, which is used to regulate, monitor and control improvement, construction or excavation activities, or other work or activity, occurring upon or otherwise affecting Licensor's ROW.

(r) *Physical interference* means where equipment, vegetation or a structure causes reduced use of another's prior mounted equipment, or an obstruction in a necessary line-of-sight path.

(s) *Policy* means Licensor's Public Works Department Placement of Small Cell Wireless Equipment in Carson City Right-of-Way Policy, as may be amended.

(t) *Radio frequency interference* means the radiation or conduction of radio frequency energy (or electronic noise) produced by electrical and electronic devices at levels that interfere with the operation of adjacent equipment.

(u) *ROW* means the surface of and the space above and below the public roads, streets and alley right-of-way, and public utility easements or other public ways of any type whatsoever, now or hereafter located and existing within the City, whether or not improved.

(v) *Site Supplement* means the form of license granted by this Agreement, described in Section 2 below pertaining to a Municipal Facility, and attached as Exhibit A.

(w) *Small Cell* or *Small Wireless Facilities* means compact communication sites in a mobile network, as further defined by FCC Regulation, 47 CFR Part 1, Subpart U, section 1.6002(l), as may be amended from time to time, as facilities that meet, among other things, the following criteria:

- (i) facilities that:
 - (1) are mounted on structures 50 feet or less in height including their antennas as defined in 47 CFR Part 1, Subpart U, Section 1.1320(d), or
 - (2) are mounted on structures no more than 10 percent taller than other adjacent structures, or
 - (3) do not extend existing structures on which they are located to a height of more than 50 feet or by more than 10 percent, whichever is greater;
- (ii) each antenna associated with the deployment, excluding associated antenna equipment (as defined in the definition of antenna in 47 CFR Part 1, Subpart U, Section 1.1320(d)), is no more than three cubic feet in volume;
- (iii) all other wireless equipment associated with the structure, including the wireless equipment associated with the antenna and any pre-existing associated equipment on the structure, is no more than 28 cubic feet in volume; and
- (iv) do not result in human exposure to radiofrequency radiation in excess of the applicable safety standards specified in 47 CFR Part 1, Subpart U, Section 1.1307(b).
- (x) *Supplement* or *Supplements* means a Site Supplement and/or a Third-Party Site Supplement, as applicable.
- (y) *Term* means the period that this Agreement is in effect, from the Execution Date to June 30, 2031, and for any renewals of this Agreement, as described in Section 3.1 of this Agreement.
- (z) *Third-Party Site Supplement* means the form of the license granted by this Agreement, described in Section 2 below pertaining to a pole or other facility that is not owned by Licensor but is within a Licensor-owned ROW, and attached as Exhibit B.

1.2. Exhibits. The following documents (the “Exhibits”) are formally incorporated and made part of this Agreement by this reference:

- (a) Exhibit A: Site Supplement.
- (b) Exhibit B: Third-Party Site Supplement.
- (c) Exhibit C: Limits of Insurance.
- (d) Exhibit D: Payment Form.

In the event of any conflict or ambiguity between this Agreement, including the Exhibits, and any other agreement between Licensor and Licensee, this Agreement, together with the Exhibits, shall govern and prevail. In the event of any conflict or ambiguity between this Agreement, including the Exhibits, and any Supplement, the Supplement shall govern and prevail. In the event of any

conflict or ambiguity between this Agreement, including the Exhibits, or any Supplement, and the Policy, the Supplement shall govern and prevail as to the specified fees, and the Policy shall otherwise govern and prevail. This Agreement, the Supplements, and the Policy must be construed consistent with the FCC Orders.

2. **License Granted.**

2.1. **Scope.** Licensor does hereby grant to Licensee a nonexclusive license to use the Municipal Facilities and ROW identified in each Supplement to attach, install, operate, maintain, upgrade, remove, reattach, reinstall, relocate, and replace the Equipment that may be required or desired to operate a Small Cell. This grant is subject to the terms, conditions, and other provisions set forth in this Agreement; to applicable provisions of the Code and the Policy; to all applicable Laws and reasonable regulations of any regulatory agency having competent jurisdiction; and to Licensor's approval of a Supplement. Any changes in the Code or Policy shall not apply retroactively unless required by any applicable Law.

2.2. **Limitation on Scope.** The Supplements and this Agreement solely pertain to the installation of Small Cell Equipment. Nothing in this Agreement or any Supplement shall limit in any way, or is a substitute for, Licensee's obligation to obtain any additional required franchises, authorizations, approvals or permits from any Licensor department, board, commission, or other governmental agency that has authority over Licensee's activities involving use of Municipal Facilities in the ROW, or limit the Licensor's exercise of rights that it may have in connection with the grant or exercise of such franchises, authorizations, approvals or permits, whether or not Licensee's activities involve the transmission and reception of communications signals for the provision of personal wireless services and mobile data services, and the installation, construction, modification, maintenance, operation, repair, replacement and upgrade of the Equipment to provide such services.

2.3. **Use of Licensor Property.** A Supplement allows Licensee to access, occupy, and use allocated available space within the ROW and/or on the Municipal Facility identified in the Supplement, to attach, install, operate, maintain, upgrade, remove, reattach, reinstall, relocate, and replace the Equipment solely for the purpose of Licensee operating a Small Cell wireless network. A Supplement also allows the installation, operation, and maintenance of ground-based, pad-mounted equipment cabinets and/or power pedestals needed for the operation of Equipment attached to any of the Municipal Facilities or to third-party poles, together with any related conduit, cable, or wiring, with the location of any such cabinet or pedestal determined in connection with the issuance of a Building Permit. Licensee shall have access to the ROW and/or Municipal Facilities upon which Equipment is installed, subject to the conditions of the Building Permit, 24 hours a day, 7 days a week.

2.4. **Limitations on Use.** Except as otherwise expressly provided herein, a Supplement does not authorize Licensee to:

(a) occupy or use any poles, improvements, or structures of any kind, whether within or outside of the ROW, other than the Municipal Facility and ROW identified in a Supplement;

(b) enter upon public property and attach, install, operate, maintain, upgrade, remove, reattach, reinstall, relocate, and/or replace any item of Equipment in or on poles or other structures not owned by Licensor and located within the ROW, without first obtaining a Third-Party Site Supplement and approval of the relevant owner; or

(c) install underground conduit to or from a Municipal Facility or within the ROW, except as otherwise authorized by a Licensor-issued Building Permit, and except for any underground conduit to or from the Municipal Facility and any ground-based, pad-mounted equipment cabinets and/or power pedestals or power connections needed for the operation of Equipment attached to the Municipal Facility. A separate building permit is required for the installation of underground conduit between another location and the Municipal Facility, the Equipment, the power connection, any ground mounted cabinets, and any appurtenances thereto.

3. **Term and Termination.**

3.1. **Effective Date; Agreement Term; Extensions.** This Agreement shall be in effect commencing on the Execution Date, and shall run from the Execution Date to June 30, 2031, unless sooner cancelled or terminated as provided in this Agreement. Upon approval by the Board of Supervisors, the Term will renew for an additional ten (10) year period to June 30, 2041, and thereafter the Term will automatically renew for three (3) additional ten (10) year periods, upon the same terms and conditions set forth in this Agreement unless:

(a) Licensee provides written notice of termination to Licensor ninety (90) days prior to the expiration of the Term;

(b) Licensor provides written notice of termination to Licensee ninety (90) days prior to the expiration of the initial or a successive Term; provided, however, that after said notice is given by Licensor, Licensor agrees to meet and confer for the purpose of amending the Agreement or negotiating a successor agreement, and that if the Parties have in good faith not reached agreement within the ninety (90) days, termination will be effective at the end of the ninety (90) days;

(c) the Parties mutually agree to terminate this Agreement; or

(d) this Agreement terminates for any other reason provided in this Agreement.

3.2. **Supplement Commencement Date; Agreement Term; Extensions.** Each Supplement shall be in effect commencing on the date that it is fully executed by Licensor and Licensee (“Commencement Date”). Unless terminated as provided in this Agreement, the initial term of a Supplement shall run until the initial expiration date of this Agreement in Section 3.1, or the expiration date of any renewal period of this Agreement if the Site Supplement is entered into after the initial term of this Agreement. All of the provisions of this Agreement shall be in effect during the Supplement term and any extension of the Supplement term. Provided that Licensee is not in default of the Supplement beyond the applicable notice and cure periods, the Supplement term will automatically be extended for subsequent five-year terms for the entire Term of this Agreement, unless:

(a) Licensee provides written notice to Licensor ninety (90) days prior to the expiration of the Supplement term of Licensee's election not to extend the term of the Supplement;

(b) Licensor provides written notice to Licensee ninety (90) days prior to the expiration of the Supplement term, subject to the provisions of Section 3.1(b) if the Supplement is terminated within the first fifteen (15) years after the Commencement Date;

(c) the Parties mutually agree to terminate the Supplement; or

(d) this Agreement or any Supplement terminates for any other reason provided in this Agreement or the Supplement.

3.3. Early Termination.

(a) Termination by Licensee. Licensee may terminate this Agreement or any Supplement at any time, for any reason, by providing Licensor with ninety (90) days advance written notice of termination.

(b) Termination by Licensor.

(i) Licensor may terminate a Supplement by providing Licensee with ninety (90) days advance written notice of termination, if:

(1) Licensor no longer owns the subject Municipal Facility or ROW;

(2) the subject Municipal Facility or ROW no longer exists;

(3) the subject Municipal Facility is permanently relocated, as provided in this Agreement;

(4) Licensee is in default, as hereinafter defined, on a Supplement, beyond the applicable notice and cure periods;

(5) Licensee ceases operation of Equipment on a Municipal Facility or in the ROW for a period of six (6) or more consecutive months for any reason within the control of Licensee, or for twelve (12) or more consecutive months if, within the initial six (6) month period, Licensee notifies Licensor that Licensee intends to resume operations at the Municipal Facility or ROW; or

(6) as otherwise provided in this Agreement.

(ii) Licensor may terminate this Agreement as otherwise provided in this Agreement.

3.4. Effect of Notice of Termination.

(a) A notice of termination shall not be effective until Licensee has removed, as applicable, all Equipment from the Municipal Facility or ROW used under the Supplement, or each Municipal Facility subject to this Agreement, and otherwise complied with all provisions of this Agreement, including all applicable removal and repair provisions of this Agreement applicable to the licensed space or area on the Municipal Facility as depicted in the Supplement, and any other areas of the Municipal Facility damaged by Licensee.

(b) Upon notice of termination given by either Party, Licensee shall have ninety (90) days to remove, at its sole expense, Licensee's attached and ground-mounted Equipment, to repair any damage to the affected Municipal Facilities or the ROW, and to restore the Municipal Facilities and the ROW to the condition in which they existed prior to the installation of the Equipment (whether attached or ground-mounted), reasonable wear and tear and loss by casualty or other causes beyond Licensee's control excepted. In the event that Licensee is unable or refuses to remove the Equipment within ninety (90) days, and after thirty (30) days' written notice to Licensee that Licensor will remove the Equipment, Licensor may authorize removal of the Equipment and Licensee shall be responsible for all costs incurred for such removal, including restoring and repairing the Municipal Facility and the ROW to the condition in which they existed prior to the installation of the Equipment, reasonable wear and tear and loss by casualty or other causes beyond Licensee's control excepted, and storage of the Equipment.

(c) After the Equipment is removed, the Municipal Facilities and the ROW are restored or repaired as required by Section 3.4(b), and Licensee has reimbursed Licensor (if applicable), this Agreement or the applicable Supplement shall be of no further force or effect and Licensee shall have no further obligations for the payment of Attachment Fees to Licensor. Any prepaid Attachment Fee up to the termination date shall be retained by Licensor; however, any Attachment Fee prepaid for periods following the termination date shall be refunded by Licensor within thirty (30) days of the termination date. The refund will be based on the number of remaining months in the fiscal year, not including the month in which the Agreement or Supplement is terminated.

(d) Upon termination and after the Equipment is removed, the Agreement or Supplement terminated shall be of no further force or effect except to the extent of the representations, warranties, and indemnities made by each party to the other in this Agreement.

4. **Fees and Charges.** Licensee shall be solely responsible for the payment of all applicable fees and charges in connection with Licensee's performance under this Agreement, including those set forth in this section.

4.1. Application Fees.

(a) **Application Fee.** At the time that Licensee applies for a Building Permit to install Small Cell Equipment in Licensor's ROW, whether on a Municipal Facility or a third-party pole, Licensee shall pay to Licensor the Application Fee of \$1,400 per Municipal Facility or per pole. In addition to this fee, Licensee shall also pay any other fees required by the Code specific

to the requested Building Permit (such as pavement patching fees or any other fees imposed by the Code). Application Fees are non-refundable.

(b) Pavement Patching Fees. If the City Engineer approves a Licensee's request to excavate or cut into a City street or alley, Licensee shall pay the standard pavement patching fee imposed by the Code, which is \$120 (including up to 25 square feet of patching) + \$3.91 per square foot for all patching that exceeds 25 square feet, or if the permanent surfacing is less than five years old an increased fee, which shall be 400 percent of the patching fee during the initial year after the date the street paving was accepted by the city, 340 percent of the patching fee after the first year, 280 percent of the patching fee after the second year, 220 percent of the patching fee after the third year, and 160 percent of the patching fee after the fourth year. No increased fee will apply after the fifth year.

(c) Change of Application Fees. Upon 90 days' advance, written notice to Licensee, Licensor may increase or decrease the Application Fee to an amount permitted under the FCC Orders or other applicable Law; which currently is either (1) the presumptive amounts stated in the FCC Orders, or (2) a reasonable approximation of Licensor's reasonable costs to process the application. Any adjustments or changes to the fees in this Agreement or in the Policy will not be retroactive, unless required by applicable Law.

4.2. Attachment Fee.

(a) In General. The Attachment Fee is non-refundable, except as otherwise stated in this Agreement, and includes all infrastructure, Equipment, appurtenant equipment, and facilities used in connection with each Municipal Facility or Third-Party Pole. The initial Attachment Fee shall be prorated based on a Supplement's Commencement Date, and the number of months remaining in the given fiscal year (ending on June 30 of any given year), and is due within sixty (60) days of the Commencement Date. All subsequent Attachment Fees are due on July 1 for the following fiscal year. The Parties agree that any Attachment Fees not received by Licensor within sixty (60) days of the due date shall bear a late fee equal to 1 1/2 percent simple interest per month that the Attachment Fees remain unpaid.

(b) Municipal Facilities Attachment Fees. Licensee shall pay Licensor an annual Attachment Fee of \$1,036 per Municipal Facility, consisting of a \$270 ROW use fee, a \$75 electric meter fee, if a new or replacement electric meter is required, and subject to the provisions in Section 4.5(d) below, a \$691 fee for electricity use. If Licensee does not connect the Equipment to Licensor's electrical circuits, the annual Attachment Fee for the affected Municipal Facility shall be \$270.

(c) Third-Party Pole Attachment Fees. Licensee shall pay the following annual fees for installation of Equipment on a Third-Party pole within Licensor's ROW under a Third-Party Site Supplement:

(i) \$0 for installation of Equipment only on a Third-Party pole without using City electricity;

(ii) \$270 for installation of Equipment on a Third-Party pole and the associated installation of ground-mounted Equipment within City ROW without using City electricity;

(iii) Subject to the provisions in Section 4.5(d) below, \$766 (or \$691) for installation of Equipment on a Third-Party pole that is connected to City electrical circuits (a \$75 electric meter fee, if a new or replacement electric meter is required to be installed, and subject to the provisions in Section 4.5(d) below, a \$691 fee for electricity use); or

(iv) \$1,036 for installation of Equipment on a Third-Party pole and the associated installation of ground-mounted Equipment within City ROW, with a new or replacement electric meter and a connection to City electrical circuits.

(d) Change of Attachment Fees. Licensor may revise the Attachment Fee once per fiscal year to an amount that is permitted under the FCC Orders or other applicable Law. Licensor may, in conjunction with Section 4.5(c) of this Agreement, adjust the electricity fee once per fiscal year or in response to any repair or alterations of Equipment on a Municipal Facility or third-party pole, if such repair or alterations change the electricity usage of the Equipment. Licensor shall provide Licensee 90 days advance written notice of an Attachment Fee change, which shall take effect on July 1 of any given year. Any adjustments or changes to the fees in this Agreement or in the Policy will not be retroactive, unless required by applicable Laws.

(e) Multiple Licensees. If Licensor enters into licensing agreements with multiple licensees, Licensor shall not charge one licensee an Attachment Fee that is or will be more favorable than the Attachment Fee charged to another licensee. In the event that Licensor charges one licensee an Attachment Fee that is more favorable than the Attachment Fee under this Agreement, Licensee shall be entitled to the more favorable fee under this Agreement on and after the date the more favorable Attachment Fee becomes effective. This section does not apply to adjusting the electricity fee for any particular Equipment to reflect actual or estimated power usage, or to charging, or not charging, an electric meter fee and an electricity fee based on whether the Equipment is using City-provided power.

4.3. Building Permit Extension Fee. Under the Policy, Licensee has 180 days in which to begin construction after being issued a Building Permit, otherwise the Building Permit expires. Licensee may pay a \$500 Extension Fee to extend the time frame in which to begin construction for another 90 days, for 270 days total after the issuance of the Building Permit.

4.4. Taxes. Licensee shall pay all applicable local, state, or federal taxes levied, assessed, or imposed on Licensee by reason of this Agreement or those related to any of Licensee's Equipment and/or provided services. Such taxes are in addition to any non-tax amounts owed by Licensee to Licensor pursuant to this Agreement.

4.5. Electricity and Electric Meters.

(a) Access to Circuits. Licensor will, if feasible, provide access to Licensor's circuits to allow Licensee to obtain electricity for the operation of Licensee's Equipment, with the fees for such electricity being paid to the utility provider by Licensor.

(b) Installation of Electric Meter. If required, Licensee will install or cause to be installed an electric meter for the operation of its Equipment. If the electric meter is not accepted by Licensor, Licensee shall be responsible for paying directly to the utility provider all charges for any electricity supplied to the Equipment.

(c) Size of Electric Meter. The electric meter must be appropriately sized to accommodate the Equipment and all other facilities and poles served by the electric meter. An existing meter must be upgraded and replaced if it is undersized. New or replacement meters must be sized to accommodate appropriate excess capacity required by the National Electrical Code, as adopted by Carson City, and any other applicable Laws (collectively, the NEC). If the City requires the installation of an electric meter with capacity beyond that required by the NEC, the City will pay for the difference in cost between the installation of a meter required by the NEC and the City's required meter.

(d) Electricity Fees. An electricity fee and an electric meter fee for Licensee's use of Licensor paid electricity is included in the Attachment Fee stated in Section 4.2 of this Agreement and Section 4 of the Policy. The electricity fee is based on an analysis of the yearly electricity use of certain Small Cell Equipment. If any of Licensee's Equipment is more efficient than the tested equipment, Licensee may provide with the Building Permit application a load study or similar analysis of electricity use for the particular set of Small Cell Equipment being installed, or a similar installation of the same Equipment, or a statement that Licensee will provide a load study of the Equipment as actually installed, and if accepted and approved by the Licensor, which approval will not be unreasonably withheld, Licensor will base the electricity fee on the demonstrated electricity usage. If Licensor subsequently determines that any installed Small Cell Equipment is actually using more or less electricity than is contemplated by the applicable electricity fee, Licensor will adjust the electricity fee to reflect the actual electricity use of Licensee's Small Cell Equipment.

(e) No Use of Licensor Electricity. Licensee will not pay an electric meter fee or an electricity fee to Licensor as part of the Attachment Fee if Licensee does not use electricity paid by Licensor for Licensee's Small Cell Equipment.

4.6. Payments Made. Unless a fee is required to be submitted with an application or other documents, all fees and/or additional payments must be paid to Licensor using the form in Exhibit D and sent to the address provided therein. Payments must be made within sixty (60) days of the applicable due date specified in this Agreement. All payments shall be in lawful money of the United States of America.

5. Additional License and Permits Required by Code.

5.1. The Equipment will be installed, operated, and maintained by or on behalf of Licensee in accordance with applicable provisions of the Code, Policy, and state or federal Law regulating wireless communications facilities. The Code and Policy shall apply to the extent not in contravention of any applicable Law or the FCC Orders. Any changes in the Code or Policy shall not apply retroactively unless required by Law.

5.2. Licensee or its designee is required to apply for and obtain a Building Permit issued by Licensor for work performed within the ROW for the installation of the Equipment, and the ROW must be used according to the plans submitted by Licensee and approved by Licensor in issuing a Building Permit. Licensee or its designee will also be required to apply for and obtain any and all other required Building Permits issued by Licensor for other or future work performed within the ROW. Execution of this Agreement or any Supplement does not constitute the issuance of a Building Permit.

6. **Application, Aesthetic, Design, and Installation Requirements.**

6.1. Application Requirements and Procedure. The application process is set forth in more detail in Licensor's Policy, which is incorporated herein by reference. The following sets forth the basic application requirements and process. Any discrepancies between the process stated herein and the Policy are controlled by the Policy. All proposed installations shall be reviewed by Licensor and will be subject to aesthetic, noise, and engineering review.

(a) Agreement. This Agreement is required to be signed by any person or entity desiring to place Equipment onto Municipal Facilities or third-party poles within the City's ROW.

(b) Site Reservation. Before submitting a Building Permit application, Licensee may, but is not required to, reserve up to ten (10) Municipal Facilities at a time by emailing Licensor's Real Property Manager at gis@carson.org with the Pole ID and location of the Municipal Facility Licensee desires to reserve. Site reservations will take approximately ten (10) business days to process, and will last for ninety (90) days, from the date that the site reservation email is sent, as provided in the Policy. There is no fee for a site reservation.

(c) Major Project Review. After making a Site reservation and before submitting a Building Permit application, Licensee may submit preliminary plans and drawings, as further specified in the Policy, to Licensor's Major Project Review. This review permits Licensor's staff to identify any potential problems with Licensee's proposed installation. This review is free and is optional, but is highly recommended.

(d) Building Permit Application.

(i) Licensee must make an application for a Building Permit for each Municipal Facility or third-party pole within Licensor's ROW on which it desires to install Equipment, together with all documents, information, and fees required by the Code and the Policy. Immediately upon receipt, Licensor will determine if the Building Permit application is complete. Within ten (10) calendar days, Licensor will determine if the application is in compliance with Licensor's Policy, Code, and Standards. Licensor will then review the Building Permit application and notify Licensee of deficiencies, grant the application, or deny the application, as further described in the Policy and the Code. Licensor will comply with section 3.D of the Policy, which sets forth the FCC shot clocks regarding the time within which Licensor must take action on the Building Permit application.

(ii) Multiple Building Permit applications may be submitted at one time for multiple Municipal Facilities or third-party poles, but for no more than five (5) Municipal Facilities or third-party poles at a time. Licensor and Licensee agree work together spread the

applications out over a reasonable period of time to enable the applications to be processed in a timely manner. In the event that multiple applications are submitted, the applications must contain an Application Fee and the required documentation and information for each Municipal Facility or third-party pole. The rejection of one Municipal Facility or third-party pole in a set of applications does not signal rejection of all of the applications.

(iii) Licensee may withdraw a building permit application at any time, but the Application Fee is non-refundable.

(e) Site Supplement Agreement. If the Building Permit is approved, the Parties shall enter into a Supplement to this Agreement, or a Third-Party Supplement, as applicable. As-built plans and the other documents required by the Policy must be attached as Exhibit 1 to a Supplement; however, as-built plans may be provided by the Licensee to the Licensor up to thirty (30) days after installation and City inspection of the Equipment are complete.

(f) Annual Attachment Fees. Once the installation is complete, Licensee must pay an Annual Attachment fee as specified in this Agreement, which will be due annually on July 1.

6.2. Aesthetic Requirements. Licensee shall comply with all aesthetic requirements in the Policy, which are expressly incorporated herein by reference, at the time that Licensee submits its Building Permit application. Changes made to Licensor's aesthetic requirements shall not be imposed or otherwise applied retroactively unless required by applicable Laws.

6.3. Design Criteria. Licensee shall comply with all design and construction criteria for the Small Cell Equipment set forth in the Policy, which are expressly incorporated herein by reference. Changes made to Licensor's design criteria shall not be imposed or otherwise applied retroactively unless required by applicable Laws.

6.4. Compliance with FCC Orders. Aesthetic or other design criteria for Municipal Facilities upon which Licensee's Equipment are attached, which are adopted by Licensor, shall comply with the FCC Orders and shall apply if the criteria are reasonable, no more burdensome than those applied to other types of infrastructure deployments, objective and published in advance of a Building Permit application, and otherwise comply with applicable federal and state Laws.

6.5. Installation Requirements.

(a) Installation, Engineering, and Construction Work. All of Licensee's engineering, design, construction, and installation work for its Equipment shall be performed at Licensee's sole cost and expense, and in a good and workmanlike manner and promptly completed. Licensee shall comply with all installation requirements for Equipment set forth in the Policy, which are expressly incorporated herein by reference. Changes made to Licensor's Code, Policy, or installation requirements shall not be imposed or otherwise applied retroactively unless required by applicable Laws.

(b) Make-Ready Work. If Licensor is to perform make-ready work on its Municipal Facilities, Licensor will provide Licensee with a written estimate of any make-ready work costs to prepare the Municipal Facility within fourteen (14) days of approval of a Building

Permit. Licensee must indicate whether it accepts the cost estimate in writing within thirty (30) days of the date Licensee receives the cost estimate. If Licensee accepts the cost estimate, Licensor will perform the make-ready work, and Licensee will reimburse Licensor for the entire expense actually incurred up to the amounts in the cost estimate. Licensor shall complete such make-ready work within forty-five (45) days after Licensee approves the cost estimate. Where the nature of the make-ready work requires more than forty-five (45) days after Licensee approves the cost estimate to complete, the Parties will negotiate a mutually satisfactory longer period to complete the make-ready work and agree to delay the Commencement Date accordingly.

(c) Municipal Facilities; Replacement; Reinforcement.

(i) Except as otherwise approved by Licensor, Municipal Facilities or third-party poles shall be used as the support element for the Equipment.

(ii) If an existing Licensor-owned Municipal Facility needs to be reinforced or replaced to accommodate the Equipment, Licensee shall provide engineering design and specification drawings demonstrating the proposed alteration to the Municipal Facility and pay all costs related to reinforcing or replacing the Licensor-owned Municipal Facility, including but not limited to reinforcement or installation of the replacement Municipal Facility, transfer of the streetlight fixtures, traffic signal equipment, intelligent transportation systems, and/or other items attached to the existing Licensor-owned Municipal Facility to the replacement Municipal Facility, and removal and salvage of the existing Licensor-owned Municipal Facility to Licensor. Payment of the Municipal Facility reinforcement or replacement costs does not provide Licensee with any ownership interest in the replacement pole. Upon the completion of installation of the reinforcement or replacement pole by Licensee and subsequent inspection and approval of installation by Licensor, the reinforcement improvements or replacement pole shall become the property of Licensor in its then-existing condition, without warranty or representation (express or implied) by Licensee. Licensor will be deemed to own the original Licensor-owned Municipal Facility and the replacement or reinforced Municipal Facility. The re-installation or reattachment of Equipment using the replacement Municipal Facility shall be at Licensee's sole cost and expense.

7. Operation of Installed Small Cell Equipment.

7.1. Equipment Locations. If Licensee desires to add a new location, Licensee must follow the application process in Section 6. If Licensee desires to change locations, Licensee may abandon the licensed location and must follow the application process in Section 6 to obtain a new location.

7.2. Maintenance and Repair. At Licensor's sole cost and expense, but subject to Section 7.4, Licensor shall maintain and keep a Municipal Facility containing Equipment in good condition and in accordance with Licensor's standard maintenance requirements. Licensee shall keep any Equipment and other improvements by Licensee on the Municipal Facility, if any, in good repair. Licensee shall remove graffiti from Licensee's Equipment within ten (10) days after receipt of written notification from Licensor, or if more than ten (10) days are required to remove the graffiti, Licensee must commence the removal of the graffiti within ten (10) days after receipt

of written notification from Licensor and diligently pursue the removal of the graffiti to completion within thirty (30) days after receipt of written notification from Licensor.

7.3. Alterations.

(a) Replacement In Kind. Licensee may maintain, repair, replace, and make like-kind modifications to any Equipment that meets the permitted design and aesthetic requirements, including dimensions and weight of the Equipment, number of enclosures, structural integrity of the support structure, and any other criteria listed in the Code and Policy, and does not increase the power demand, without requiring additional applications, permits, or other Licensor approval.

(b) Other Alterations/Replacement. If Licensee proposes to alter or replace then-existing and approved Equipment in a manner, or with Equipment, that does not meet the previously permitted design requirements or changes the aesthetics of the Equipment, Licensee shall first obtain a Building Permit for the use and installation of the proposed Equipment, which shall not be unreasonably withheld, conditioned, or delayed. Licensee may be required to meet current standards at the time of alteration or replacement. In addition to any other submittal requirements, where the proposed Equipment modification as reasonably determined by Licensor may result in a material increase in the structural loading on the Municipal Facility, Licensee shall, if requested by Licensor, provide “load” (structural) calculations for all Municipal Facilities or third-party poles upon which it intends to modify Equipment in the ROW. The Supplement shall be amended to reflect the replacement.

7.4. Damage to Licensor Property. If Licensee damages or disturbs the surface or subsurface of any ROW or adjoining property, or any pole, streetlight fixture, traffic signal equipment, intelligent transportation system, or other public improvement, in the exercise of the rights granted through this Agreement, Licensee will promptly, at its own expense, and in a manner reasonably acceptable to Licensor, repair the damage or disturbance.

7.5. Emergency Repair or Replacement. In the event of an emergency repair required due to traffic crash, deterioration of the Municipal Facility or ROW, or any other emergency, or to protect the public health or safety, Licensor will make every reasonable effort to coordinate its emergency response with Licensee. To that end, Licensor will use the following emergency contact information: Licensee’s network operations center may be reached 24/7 at (800) 832-6662. In an emergency situation, and where reasonably possible, Licensor will endeavor to provide twenty-four (24) hours advance notice to Licensee to (a) request that Licensee deactivate its Equipment, or (b) communicate Licensor’s intent to deactivate Licensee’s Equipment. Licensee will endeavor to respond within one hour of notification by Licensor in order to deactivate and salvage the Equipment. If Licensee has installed a disconnection switch, however, Licensor may deactivate the Equipment; if reasonably possible, Licensor will provide the stated twenty-four hours advance notice before deactivating the Equipment. Prior to Licensor accessing or performing any work on a Municipal Facility on which Licensee has installed Equipment, Licensor may seek to deactivate Licensee’s Equipment or require Licensee to deactivate such Equipment if any of Licensor’s employees or agents must move closer to the Equipment than the recommended one foot minimum distance. Licensor will provide twenty-four (24) hours advance notice, where reasonably possible, to request that Licensee deactivate its Equipment or to communicate its intent to deactivate

Licensee's Equipment in the event Licensee has installed a disconnect switch. If a Municipal Facility needs replacement or repair due to a traffic crash or deterioration, Licensee shall have the right to immediately replace the same Equipment upon completion of the Facility replacement. Licensor shall cooperate with Licensee to temporarily relocate its Equipment, if necessary. Upon completion of the replacement of the Facility, Licensor shall notify Licensee in order for Licensee to reinstall its Equipment. Licensor shall not be responsible to protect, preserve, or store Licensee's Equipment should Licensee fail to respond to emergency notification.

7.6. Planned Municipal Facility Replacement. In the event of a Licensor authorized or permitted project that would require the removal and replacement of Licensee's Equipment, Licensor shall provide Licensee with at least ninety (90) days prior written notification of the project scope, schedule and anticipated reimbursable costs. Licensee shall be responsible for the temporary relocation of Equipment as required by the project. Within sixty (60) days receipt of an invoice, Licensee shall reimburse Licensor for all actual costs associated with the accommodation of Equipment during the project. Upon completion of the project, Licensor shall notify Licensee in order for Licensee to reinstall its Equipment. Licensor shall cooperate with Licensee to temporarily relocate its Equipment, if necessary. Licensor agrees to minimize requests for temporary removal of Equipment to the extent possible, and use good faith efforts to limit such request to one-time per calendar year per Supplement.

7.7. Permanent Relocation.

(a) Licensee understands and acknowledges that Licensor may require Licensee to relocate or remove one or more of its Equipment installations whenever the City Engineer reasonably determines that relocation or removal is needed for any of the following purposes: (a) if required for the construction, modification, completion, or relocation, of a Licensor or other public agency project; or (b) because the Equipment is interfering with the proper operation of Licensor owned poles, traffic signals, intelligent transportation systems, communications, or other Municipal Facilities, and such interference cannot be cured by Licensee. Upon 180 days prior written notice to Licensee, Licensee shall, at Licensee's sole cost and expense, either (i) relocate such Equipment to another permitted Municipal Facility or third-party pole, following the application procedure and requirements in this Agreement and the Policy, or (ii) terminate the applicable Supplement and remove the Equipment. In any such case, Licensor shall not deny Licensee access to a reasonably equivalent, available alternate location, and will work with Licensor in good faith to assist Licensee in developing a suitable alternate Municipal Facility for the installation of Licensee's Equipment within the 180 day notice period, subject to any FCC shot clocks in section 3.D of the Policy, to enable Licensee to continue its established service levels.

(b) If Licensee elects to or is required to remove its Equipment, Licensee shall, at its sole expense, within the 180 days, remove Licensee's attached and ground-mounted Equipment, and repair any damage to the affected ROW and restore the ROW to the condition in which it existed prior to the installation of the Equipment, reasonable wear and tear and loss by casualty or other causes beyond Licensee's control excepted. If the Municipal Facility will remain at the location, Licensee must also repair any damage to the affected Municipal Facility and restore the Municipal Facility to the condition in which it existed prior to the installation of the Equipment, reasonable wear and tear and loss by casualty or other causes beyond Licensee's control excepted.

In the event that Licensee is unable or refuses to remove the Equipment within the 180 days, and after thirty (30) days' written notice to Licensee that Licensor will remove the Equipment, Licensor may authorize removal of the Equipment and Licensee shall be responsible for all costs incurred for such removal, including restoring and repairing the Municipal Facility and the ROW to the condition in which they existed prior to the installation of the Equipment, reasonable wear and tear and loss by casualty or other causes beyond Licensee's control excepted, and storage of the Equipment.

(c) In the event Licensee desires to relocate any Equipment from one Municipal Facility to another, Licensee may apply for a Building Permit at the desired Municipal Facility and terminate the applicable Site Supplement.

7.8. Non-interference. The following provisions shall apply to ensure and/or avoid interference (both physical interference and radio frequency interference) resulting from Licensee's installation, operation, and/or maintenance of its Equipment:

(a) RF Interference. Licensee shall ensure that the Equipment will not cause radio frequency interference with existing wireless communication facilities or devices, cable television, broadcast radio or television systems, satellite broadcast systems, or Licensor traffic, public safety or other communications signal equipment existing at the time of installation of the Equipment, in accordance with the requirements in the FCC Orders.

(b) Existing Uses. Licensee shall not interfere in any manner with the existing uses of Licensor property including ROW, and including sanitary sewers, water mains, storm drains, gas mains, poles, aerial and underground electric and telephone wires, streetlight fixtures, cable television, and other telecommunications, utility, and municipal property without the express written approval of the owner(s) of the affected property or properties.

(c) Licensor Communications. Licensee shall not interfere in any manner with current or future Licensor public safety communication, nor with future uses of Licensor property including the use of ROW by Licensor for legitimate public purposes. In the event Licensee causes interference to the uses in the foregoing sentence, Licensee will work with Licensor to minimize and resolve unreasonable interference issues in accordance with applicable FCC requirements set forth in 47 CFR §§ 22.970-973 and 47 CFR §§ 90.672-675 respectively.

(d) Licensor Interference. Licensor agrees that any other tenants, licensees, or users of the ROW who currently have or in the future take possession of space within the ROW will be permitted to install only such equipment that is of the type and frequency which will not interfere with the signal or will not cause harmful interference which is measurable in accordance with FCC standards to the then existing and subsequent Equipment of Licensee.

8. Privilege Limitations. Any privilege claimed under this Agreement by Licensee shall be subordinate to any prior or subsequent occupancy or use by Licensor or any other governmental entity, and shall be subordinate to any prior lawful occupancy or use by any other person, and shall be subordinate to any prior easements; provided, however, that nothing in the Agreement shall extinguish or otherwise interfere with property rights established independently of the Agreement.

9. **Limits of Liability.**

9.1. Licensor shall be liable only for the cost of repair to damaged components of Licensee's Equipment to the extent caused by the negligence or willful misconduct of Licensor, its employees, agents, or contractors. Licensor does not waive and intends to assert any and all available NRS chapter 41 immunity in all cases.

9.2. Notwithstanding any provision of this Agreement to the contrary, in no event shall either party be liable for consequential, incidental, punitive, exemplary, or indirect damages suffered by the other party or by any customer or any purchaser of such party or any other person, or for lost profits or other business interruption damages.

10. **Licensor's Reserved Rights.**

10.1. Licensor Use of Municipal Facilities. Licensor reserves the right, but not the obligation, to maintain and operate its Municipal Facilities in such reasonable manner as will best enable Licensor to fulfill its own service requirements or obligations. Except as provided in this Agreement, Licensor shall not be liable for any Interference with the operation of Licensee's Equipment that may arise in any manner out of Licensee's use of the Municipal Facilities, except to the extent caused by Licensor's negligence or willful misconduct.

10.2. Abandonment. Licensor reserves the right to abandon, relocate, or remove any Licensor pole. If such pole is identified as a Municipal Facility and Licensee has Equipment attached to it, Licensor shall give Licensee written notice of Licensor's intent to abandon, relocate, or remove the Municipal Facility and Licensee shall have one hundred eighty (180) days thereafter to move or remove, at its sole expense, Licensee's attached and ground-mounted Equipment and to repair any damage to the Municipal Facilities or the ROW caused by such removal, and shall restore the Municipal Facilities to the condition in which they existed prior to the installation of the Equipment (whether attached or ground mounted), reasonable wear and tear and loss by casualty or other causes beyond Licensee's control excepted. Repair of the Municipal Facility is not necessary if the Municipal Facility is being abandoned or removed. In the event that Licensee is unable or refuses to remove the Equipment within 180 days, and after thirty (30) days' written notice to Licensee that Licensor will remove the Equipment, Licensor may authorize removal of the Equipment and Licensee shall be responsible for all costs incurred for such removal, including restoring and repairing the Municipal Facility and the ROW to the condition in which they existed prior to the installation of the Equipment, reasonable wear and tear and loss by casualty or other causes beyond Licensee's control excepted, and storage of the Equipment.

11. **Title and Ownership.**

11.1. Title to the Equipment. Title to the Equipment, exclusive of the Municipal Facility (original or replacement) used for support, but including ground mounted equipment, shall remain with Licensee or its third-party wireless carrier customers and shall constitute Licensee's or its carriers' personal property and equipment, and not fixtures or improvements attached to the land.

11.2. No Ownership in Licensor Property. Neither this Agreement, nor any Supplement issued hereunder, nor any Permit separately issued for installation of any Equipment, regardless of the payment of any fees and charges, shall create or vest in Licensee any ownership or property rights in any portion or elements of the Municipal Facilities, the underlying real property on which any Licensor-owned poles or any Equipment is located, or any portion of the ROW. Additionally, except as otherwise expressly provided herein, Licensee acknowledges that this Agreement does not constitute or create a leasehold interest or right to the benefit of any Licensor property or portion thereof. Nothing contained in this Agreement shall be construed to compel Licensee to construct, retain, extend, place, or maintain any poles or other facilities for the benefit of Licensor which are not needed for Licensee's own service requirements.

11.3. "As Is" Condition. Subject to Licensor's maintenance obligations in Section 7, Licensee accepts the Municipal Facilities or ROW identified in any Supplement, or any replacement poles, in their "AS IS" condition, without representation or warranty of any kind by Licensor, or any Licensor officer, agent, or employee, and subject to all applicable laws, rules and ordinances governing the use of Licensor poles for Licensee's intended purpose.

12. Hazardous Substances. Licensee agrees that Licensee, its contractors, subcontractors and agents, will not use, generate, store, produce, transport, or dispose any Hazardous Substance on, under, about or within the area of a Municipal Facility or the ROW in which it is located in violation of any applicable federal, state, county, or local law or regulation. Except to the extent of the negligence or intentional misconduct of Licensor, Licensee will pay, indemnify, defend and hold Licensor harmless against and to the extent of any loss or liability incurred by reason of any Hazardous Substance produced, disposed of, or used by Licensee pursuant to this Agreement and must promptly notify Licensor of any Hazardous Substance in the ROW caused by Licensee pursuant to work performed under a Supplement issued by Licensor. Licensee should also notify Licensor of any Hazardous Substance observed in the ROW, but Licensor's failure to report to Licensee any Hazardous Substance not caused by Licensee shall not be deemed to be a breach of this Agreement or otherwise place Licensee in Default. Licensee will ensure that any on-site or off-site storage, treatment, transportation, disposal or other handling of any Hazardous Substance will be performed by persons who are properly trained, authorized, licensed and otherwise permitted to perform those services. The Parties recognize that Licensee is only using a small portion of the ROW and that Licensee shall not be responsible for any environmental condition or issue except to the extent resulting from Licensee's specific activities and Licensee shall not be liable for any environmental condition or Hazardous Substance existing prior to the Commencement Date of the applicable Supplement.

13. Surety Bond. Before the commencement of any work under this Agreement for the installation of Small Cell Equipment, Licensee shall file with Licensor a good and sufficient surety bond in accordance with the requirements of Nevada State law. The form and terms of the surety bond and the identity of the surety shall be subject to the reasonable approval of the Licensor and the surety shall guaranty the full performance of Licensee's restoration obligations arising upon expiration, termination, or abandonment of this Agreement or any Site Supplement. Any acceptable surety instrument having an expiration date earlier than the expiration of the Term shall be automatically renewable. Any company issuing such a surety instrument must give Licensor at least thirty (30) days advance written notice of cancellation or expiration of such surety instrument.

The amount of the surety bond shall be \$25,000 based upon the estimated cost of removing Licensee's Equipment from multiple Municipal Facilities and the storing or disposing thereof.

14. **Indemnity.**

14.1. Licensee Indemnity. Except to the extent of the negligence or intentional misconduct of Licensor or its agents, contractors or employees, Licensee shall indemnify, defend, save and hold harmless, Licensor, and any of its elected or appointed officials, officers, directors, commissioners, board members, agents, or employees, from and against any and all demands, claims, proceedings, suits, actions, damages, including, without limitation, property damage, environmental damages, personal injury, and wrongful death claims, losses, expenses (including claim adjusting and handling expenses), penalties, fines, costs (including, but not limited to, reasonable attorney fees, court costs, and the cost of appellate proceedings), judgments, and obligations, which may be imposed upon or incurred by or asserted against Licensor by reason of the negligent or intentional actions, acts, errors, mistakes, or omissions to the extent caused in whole or in part by Licensee, or any of its contractors or subcontractors, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

14.2. Licensor Indemnity. Except to the extent of the negligence or intentional misconduct of Licensee or its agents, contractors or employees, subject to Chapter 41 of the Nevada Revised Statutes, Licensor shall indemnify, defend, save and hold harmless, Licensee, and any of its officers, directors, affiliates, partners, board members, agents or employees, from and against any and all demands, claims, proceedings, suits, actions, damages, including, without limitation, property damage, environmental damages, personal injury and wrongful death claims, losses, expenses (including claim adjusting and handling expenses), penalties, fines, costs (including, but not limited to, reasonable attorney fees, court costs, and the cost of appellate proceedings), judgments, and obligations, which may be imposed upon or incurred by or asserted against Licensee by reason of the negligent or intentional actions, acts, errors, mistakes or omissions to the extent caused in whole or in part by Licensor, or any of its contractors or subcontractors, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

15. **Insurance Requirements.**

15.1. Insurance. Licensee shall carry and maintain insurance in the amounts and form specified in attached Exhibit C.

15.2. Certificates. If a Certificate of Insurance evidenced on an ACORD FORM or Licensee's form for Self-Insurance is submitted as verification of coverage, Licensor will reasonably rely upon the certificate as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the required policies expire during the life of this Agreement, Licensee must forward renewal or replacement certificates to Licensor within ten (10) business days after the renewal date containing all necessary insurance provisions.

16. **Assignment/Subletting.**

16.1. This Agreement and each Supplement granted herein is personal to Licensee and for Licensee's use only. The Parties agree and acknowledge that, notwithstanding anything in this Agreement to the contrary, certain Equipment deployed by Licensee in the ROWs pursuant to this Agreement may be owned and/or operated by Licensee's third-party wireless carrier customers and installed and maintained by Licensee pursuant to license agreements between Licensee and such carriers. Such Equipment shall be treated as Licensee's Equipment for all purposes under this Agreement provided that (i) Licensee remains responsible and liable for all performance obligations under the Agreement with respect to such Equipment; (ii) Licensor's sole point of contact regarding such Equipment shall be Licensee; and (iii) Licensee shall have the right to remove and relocate the Equipment. Except as provided in this Agreement, Licensee shall not lease, sublicense, share with, convey, or resell to others any such space or rights granted hereunder.

16.2. Subject to Section 16.5, this Agreement and the related rights and privileges may not be assigned or otherwise transferred without the express written consent of Licensor. Any Agreement or Supplement that is assigned or otherwise transferred pursuant to Section 16 shall be equally subject to all the obligations and privileges of this Agreement and the Supplement, including any amendments of any document, which will remain in effect, as if the assigned Agreement/Supplement was the original Agreement/Supplement.

16.3. After assignment, this Agreement and any Supplements, including any amendments of any document, shall be binding on the assignee to the full extent that was binding upon Licensee.

16.4. Any non-permitted transfer or assignment of the right to attach Equipment to a Licensor-owned pole shall be voidable by Licensor in Licensor's sole discretion if not corrected within the applicable cure period. Licensor may, in its sole discretion and in addition to all other lawful remedies available to Licensor under this Agreement, collect any fees owed from Licensee all without prejudicing any other right or remedy of Licensor under this Agreement. No grace periods shall apply to the enforcement of any provisions of this Agreement against a transferee or assignee who did not receive Licensor's consent.

16.5. Notwithstanding anything to the contrary in Section 16, Licensee shall have the right to assign this Agreement or sublicense the licensed facilities to (i) any parent, subsidiary, or affiliate entity, or (ii) to any entity acquiring all or a substantial portion of the assets of Licensee in the FCC market area where Licensor is located without the consent or approval of Licensor. No change of stock ownership, partnership interest or control of Licensee or transfer upon partnership or corporate dissolution of Licensee shall constitute an assignment under this Agreement.

17. **Default.** It is a "Default" if either Party fails to comply with this Agreement or any Supplement and does not remedy the failure within sixty (60) days after receipt of written notice from the other Party or, if the failure cannot reasonably be remedied in such time, if the failing Party does not commence a remedy within the allotted sixty (60) days and thereafter diligently pursue the cure to completion within 120 days after the initial notice, or within a reasonable time after the initial notice if the cure cannot, in good faith, be completed within 120 days. Defaults relating to Interference shall, in addition to the stated timeframes, be resolved, in good faith, as

soon as reasonably possible after receipt of written notice by the Party alleged to be causing the Interference, but within the specified time frame.

18. **Termination/Revocation.** In the event of a Default, without limiting the non-defaulting party in the exercise of any right or remedy which the non-defaulting party may have by reason of such Default, Licensor may terminate this Agreement or a Supplement as follows.

18.1. If the Default pertains to a Supplement and the Equipment installed on a Municipal Facility thereunder, Licensor may terminate the Supplement by providing Licensee thirty (30) days' notice of termination of the Supplement stating the reason for the termination and specifying the Supplement in the notice. The Supplement shall terminate thirty (30) days from Licensee's receipt of the notice unless Licensee is able to cure the Default or otherwise mitigate the conditions that caused the Default to the satisfaction of Licensor.

18.2. Licensor may terminate this Agreement as a whole if the Default is of such a serious nature in Licensor's reasonable judgment that the Default threatens public health or safety on a majority of the Municipal Facilities licensed to Licensee, and the Default or threatened danger to the public is likely to occur again in the future such that the Municipal Facilities are no longer appropriate support structures for Licensee's Equipment, and Licensee is unable to cure the Default or otherwise mitigate the conditions that pose a threatened danger to the public within the cure periods specified in Section 17. Examples of reasons for termination of the entire Agreement may include, but are not limited to, malfunctions in several of Licensor's streetlights licensed to Licensee hereunder caused by or attributable to Licensee's Equipment; structural damage caused to several Municipal Facilities licensed to Licensee hereunder such that the Municipal Facilities would need to be replaced to be deemed safe; or wholesale disruption of Licensor's public health and safety systems. Licensor may terminate the Agreement by providing Licensee thirty (30) days' notice of termination of the Agreement stating the reason for the termination and that the termination affects the entire Agreement. The Agreement shall terminate thirty (30) days from Licensee's receipt of the notice unless Licensee is able to cure the Default or otherwise mitigate the conditions that caused the Default to the satisfaction of Licensor.

18.3. If the Default affects the Agreement as a whole, but is not a Default that threatens public health or safety on a majority of the Municipal Facilities licensed to Licensee, Licensor may terminate the Agreement by providing Licensee 180 days' notice of termination of the Supplement stating the reason for the termination and that the termination affects the entire Agreement. During the 180-day period, Licensor and Licensee will work together in good-faith to resolve the Default. Unless otherwise agreed by the parties, the Supplement shall terminate 180 days from Licensee's receipt of the notice unless Licensee is able to cure the Default or otherwise mitigate the conditions that caused the Default to the reasonable satisfaction of Licensor.

18.4. Upon any termination, the non-Defaulting Party may pursue any remedy now or hereafter available to the non-defaulting Party under Law. Further, upon a Default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation. The actual and reasonable costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon its receipt of an invoice therefor with evidence substantiating such costs. If Licensee undertakes any such performance on Licensor's behalf and Licensor does not pay Licensee the full undisputed amount within thirty (30)

days of its receipt of an invoice setting forth the amount due, Licensee may offset the full undisputed amount due against all fees due and owing to Licensor under this Agreement until the full undisputed amount is fully reimbursed to Licensee.

18.5. Termination of this Agreement in whole will terminate all Site Supplements issued under it automatically and without the need for any further action by Licensor.

18.6. Licensor may also terminate a Supplement as provided in Section 3.3(b).

18.7. Licensee may also terminate this Agreement or a Supplement as provided in Section 3.3(a).

19. **Notices.** Any notice, request, demand, statement, or consent required or permitted to be given by either Party to the other under this Agreement, shall be in writing signed by or on behalf of the Party giving the notice and addressed to the other at the address as set forth below:

<u>Licensee</u>	<p>New Cingular Wireless PCS, LLC Attn: Tower Asset Group – Lease Administration Re: City of Carson City (NV) Small Cell MLA 1025 Lenox Park Blvd. NE, 3rd Floor Atlanta, GA 30319</p> <p><u>With a concurrent copy to:</u></p> <p>New Cingular Wireless PCS, LLC Attn: Legal Department – Network Operations Re: City of Carson City (NV) Small Cell MLA 208 S. Akard Street Dallas, TX 75202</p>
<u>Licensor</u>	<p>City Engineer Carson City Public Works 3505 Butti Way Carson City, Nevada 89701</p>
With copy to:	<p>Office of the District Attorney 885 East Musser Street Carson City, Nevada</p>

Each Party may by notice in writing change its address for the purpose of this Agreement, which address shall thereafter be used in place of the former address. Each notice, demand, request, or communication shall be (i) mailed by United States first class certified or registered mail, postage prepaid and return receipt requested, in any post office or branch post office regularly maintained by the United States Postal Service; (ii) sent by a nationally recognized overnight courier, postage prepaid; or (iii) personally delivered, and shall be deemed effective when properly

sent and received, refused, or returned undelivered. Any communication made by email or similar method shall not constitute notice pursuant to this Agreement.

20. **Miscellaneous.**

20.1. **Entire Agreement; Amendment.** This Agreement constitutes the entire agreement and understanding between the Parties, and supersedes all prior negotiations, understandings, or agreements. Any amendments to this Agreement must be in writing and executed by both Parties.

20.2. **Severability.** If any provision of this Agreement is invalid or unenforceable with respect to any Party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

20.3. **Counterparts.** This Agreement and the Supplements may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.

20.4. **Governing Law; Jurisdiction.** Except where preempted and governed by federal law, this Agreement shall be governed by the laws of the State of Nevada without regard to choice of law. The Parties consent to the jurisdiction of the courts of the First Judicial District Court of the State of Nevada in Carson City or, if an action is brought in federal court, to the jurisdiction of the Reno office of the United States District Court for the District of Nevada.

20.5. **Change of Law.** If any applicable Law sets forth a term or provision that is inconsistent with or different than this Agreement, then the Parties agree to promptly amend the Agreement to effect the term or provision set forth under the law.

20.6. **Exhibits.** All Exhibits referred to and attached to this Agreement are incorporated herein by reference.

20.7. **Authority to Execute.** Any individual executing this Agreement on behalf of or as representative for a corporation or other person, partnership or entity, represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of such party, and this Agreement is binding upon such party in accordance with its terms. Licensor hereby designates and authorizes the City Engineer to execute all Supplements entered into under this Agreement. This designation and authorization may be changed by Licensor upon written notice to Licensee.

20.8. **Modification and Waiver.** No supplement, modification, or amendment of any provision, term or condition of this Agreement shall be deemed binding or effective unless in writing and signed by the Parties. No waiver of any of the provisions of this Agreement shall be binding unless executed in writing by the Party making the waiver.

20.9. **No Waiver.** A Party shall not be excused from complying with any of the terms and conditions of this Agreement by any failure of the other Party upon any one or more occasions to insist upon or to seek compliance with any such terms or conditions. No waiver of any right or remedy shall be effective unless in writing.

20.10. Independent Entities. Except as otherwise expressly stated in this Agreement or a Supplement, nothing contained in this Lease may be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, to convey ownership of any asset, or to otherwise create any liability for one Party whatsoever with respect to the indebtedness, liabilities, and obligations of the other Party.

20.11. Force Majeure. With respect to any provisions of this Agreement, the violation or non-compliance of any term of this Agreement which could result in the imposition of a financial penalty, liquidated damages, forfeiture, or other sanction upon Licensee or Licensor, such violation or non-compliance shall be excused where such violation or non-compliance is the result of acts of God, war, civil disturbance, strike or other labor unrest, or other events, the occurrence of which was not reasonably foreseeable by Licensee or Licensor and is beyond Licensee's or Licensor's reasonable control.

20.12. USA Locate. Licensee shall be responsible for the geographical locations and records of all underground facilities constructed. Licensee shall register and maintain membership of "UNDERGROUND SERVICE ALERT (USA North 811)" for the duration that facilities remain in place per Chapter 455 of the Nevada Revised Statutes.

20.13. Public Records. Licensee acknowledges that information submitted to Licensor is subject to Chapter 239 of the Nevada Revised Statutes.

(The remainder of this page is blank; the signature blocks follow on the next page.)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates stated below.

LICENSOR:

LICENSEE:

CARSON CITY

**NEW CINGULAR WIRELESS PCS, LLC,
a Delaware limited liability company**

By: _____
Mayor

By: AT&T Mobility Corporation
Its: Manager

Dated: _____

By: _____

ATTEST:

Name: _____

By: _____
Aubrey Rowlett
Carson City Clerk-Recorder

Title: _____

Date: _____

Dated: _____

APPROVED AS TO FORM:

By: _____
Deputy District Attorney

Dated: _____

**EXHIBIT A:
[FORM OF SITE SUPPLEMENT]**

Site Supplement No. _____ to Contract No.: _____

This Site Supplement (“Supplement”) is made by and between Carson City (“Licensor”) and New Cingular Wireless PCS, LLC, a Delaware limited liability company (“Licensee”), under the Master License Agreement dated _____ (“Agreement”) between Licensor and Licensee for the installation of Small Cell Equipment within Licensor’s ROW, as defined in the Agreement. This Supplement shall be made a part of the Agreement, and all of the terms and conditions of the Agreement are incorporated herein by reference and made a part hereof without the necessity of repeating or attaching the Agreement.

1. Description of Municipal Facility:

Municipal Facility Type: _____

Site ID: Carson City: _____

Licensee: _____

Location: Latitude: _____

Longitude: _____

Building Permit Number: _____

2. Annual Fees

Attachment Fee: _____

Electric Fee: _____

Electric Meter Fee: _____

Total: _____

3. Project Location, Equipment, and Supplement. As-built plans and all other documents required by the Policy shall be attached to this Site Supplement as Exhibit 1. Licensee shall have the right to use the Municipal Facility and the designated area of the ROW for Equipment as described above and as further described in Exhibit 1. Licensor acknowledges that Licensee may include third party-owned equipment in its initial installation of Equipment and that such inclusion shall not be considered a sublicense to a third party under Section 16 of the Agreement.

4. Term. The term of this Supplement shall begin on the Commencement Date and run as set forth in Section 3.2 of the Agreement.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

EXECUTED as of the date of the last authorized signature shown below.

LICENSOR:

CARSON CITY

By: _____

Title: City Engineer

Date: _____

LICENSEE:

NEW CINGULAR WIRELESS PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation

Its: Manager

By: _____

Name: _____

Title: _____

Date: _____

Exhibit 1 Licensed Area

EXHIBIT B:
[FORM OF THIRD-PARTY SITE SUPPLEMENT]

Third-Party Site Supplement No. _____ to Contract No.: _____

This Third-Party Site Supplement (“Supplement”) is made by and between Carson City (“Licensor”) and New Cingular Wireless PCS, LLC, a Delaware limited liability company (“Licensee”), under the Master License Agreement dated _____ (“Agreement”) between Licensor and Licensee for the installation of Small Cell Equipment within Licensor’s ROW, as defined in the Agreement. This Supplement shall be made a part of the Agreement, and all of the terms and conditions of the Agreement are incorporated herein by reference and made a part hereof without the necessity of repeating or attaching the Agreement.

1. Description of Pole:

Pole Type: _____

Site ID: Carson City: _____

Licensee: _____

Location: Latitude: _____

Longitude: _____

Building Permit Number: _____

2. Annual Fees

Attachment Fee: _____

Electric Fee: _____

Electric Meter Fee: _____

Total: _____

3. Project Location, Equipment, and Supplement. As-built plans and all other documents required by the Policy shall be attached to this Third-Party Site Supplement as Exhibit 1. Licensee shall have the right to use the designated area of the ROW for Equipment as described above and as further described in Exhibit 1. Licensor acknowledges that Licensee may include third party-owned equipment in its initial installation of Equipment and that such inclusion shall not be considered a sublicense to a third party under Section 16 of the Agreement.

4. Term. The term of this Supplement shall begin on the Commencement Date and run as set forth in Section 3.2 of the Agreement.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

EXECUTED as of the date of the last authorized signature shown below.

LICENSOR:

CARSON CITY

By: _____

Title: City Engineer

Date: _____

LICENSEE:

NEW CINGULAR WIRELESS PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation

Its: Manager

By: _____

Name: _____

Title: _____

Date: _____

Exhibit 1 Licensed Area

EXHIBIT C
Insurance Requirements

1. General.

1.1. Prior to performing work under this Agreement, Licensee shall furnish Licensor a certificate of insurance on a standard insurance industry ACORD form or equivalent. The insurance coverage required must be issued by an insurance company eligible to transact business in the State of Nevada, possessing a current A.M. Best, Inc. rating of A-VII or better.

1.2. Licensee shall, and shall endeavor to require any of its contractors while working hereunder to obtain and maintain substantially the same coverage as required of Licensee, carry and maintain, until all of their obligations have been discharged the insurances set forth below.

1.3. The insurance requirements set forth in no way limit the contractual liability coverage contained in this Agreement.

1.4. Licensor in no way warrants that the insurance limits contained in this Agreement are sufficient to protect Licensee from liabilities that might arise out of the performance of this Agreement by Licensee and its contractors, and Licensee is free to purchase any additional insurance as may be determined necessary.

1.5. Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve Licensee from, nor will it be considered a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

2. Scope and Limits of Insurance. Licensee shall provide coverage with limits of liability stated below.

2.1. Commercial General Liability-Occurrence Form. Licensee must maintain Commercial General Liability insurance on the most current ISO CG 00 01 form or an equivalent with a limit of \$1,000,000 per occurrence for bodily injury and property damage and \$2,000,000 general aggregate including premises-operations, products and completed operations, independent contractor, contractual liability, personal injury and advertising injury.

2.2. Commercial Automobile Liability. Licensee must maintain Commercial Automobile Liability insurance in the amount of \$1,000,000 combined single limit each accident for bodily injury and property damage covering all of Licensee owned, hired, and/or non-owned vehicles assigned to or used in the performance of Licensee's work or activities under this Agreement.

2.3. Workers Compensation and Employers Liability Insurance. Licensee must maintain Workers Compensation insurance in compliance with the statutory requirements of the state of operation and Employer's Liability with a limit of \$1,000,000 for each accident; \$1,000,000 disease for each employee; \$1,000,000 disease-policy limit.

2.4. Builders' Risk/Installation Floater Insurance. Builders' Risk/Installation Floater Insurance must be maintained until whichever of the following first occurs: (i) final payment has been made; or, (ii) until no person or entity, other than Licensor, has an insurable interest in the property required to be covered. Licensee may self-insure this risk. Licensee is responsible for payment of all deductibles under the Builders' Risk/Installation Floater insurance policy.

3. Additional Policy Provisions Required.

3.1. Miscellaneous Provisions.

A. Licensee's required auto and general liability insurance coverage must be primary insurance with respect to Licensor, its officers, officials, and employees. Any insurance or self-insurance maintained by Licensor, its officers, officials, and employees shall be in excess of the coverage provided by Licensee and must not contribute to it.

B. Licensee's insurance must 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.

C. The policies must contain a separation of insureds clause and to the extent permitted by law a waiver of subrogation against Licensor, its officers, officials, and employees, for losses arising from work performed by Licensee for Licensor.

D. Licensee must maintain the required insurance during the duration of the Agreement and for one (1) year following expiration of the Agreement. An updated certificate must be issued and provided to Licensor at each renewal.

E. If a Certificate of Insurance is submitted as verification of coverage, Licensor will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement.

F. Upon receipt of notice from its insurer, Licensee must provide at least thirty (30) days written notice to Licensor of cancellation or non-renewal of any required coverage that is not replaced. Such notice shall be sent directly as provided for in Section 19.

3.2. Licensor as Additional Insured.

A. The above-referenced policies shall, excluding workers compensation and employer's liability, include Licensor, its officers, officials, and employees as an additional insured by endorsement as their interest may appear under this Agreement with respect to liability caused, in whole and in part, by Licensee's operations under this Agreement.

B. Licensor's additional insured status shall (i) be limited to bodily injury, property damage, or personal and advertising injury caused, in whole or in part, by Licensee, its employees, agents, or independent contractors; (ii) not extend to claims for punitive or exemplary damages arising out of the acts or omissions of Licensor, its employees, agents or independent contractors or where such coverage is prohibited by law or to claims arising out of the gross

negligence of Licensor, its employees, agents or independent contractors; and, (iii) not exceed Licensee's indemnification obligation under this Agreement, if any.

C. Notwithstanding the forgoing, Licensee may, in its sole discretion, self-insure any of the required insurance under the same terms as required by this Agreement. In the event Licensee elects to self-insure its obligation under this Agreement to include Licensor as an additional insured, the following conditions apply: (i) Licensor shall promptly and no later than thirty (30) days after notice thereof provide Licensee with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage pursuant to this Section and provide Licensee with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) Licensor shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of Licensee; and (iii) Licensor shall fully cooperate with Licensee in the defense of the claim, demand, lawsuit, or the like.

**EXHIBIT D
SMALL CELL MLA PAYMENT FORM**

Contract Number: _____

Payment Date: _____

Licensee Contact Information:

Payment must be submitted to:

**Carson City Treasurer
201 N. Carson Street #5
Carson City NV 89701**

**New Cingular Wireless PCS, LLC
Attn: Tower Asset Group – Lease Admin.
Re: Carson City (NV) Small Cell MLA
1025 Lenox Park Blvd. NE, 3rd Floor
Atlanta, GA 30319
www.atttowers.com**

Supplement #	Fee Description	Total \$\$
Total for this payment:		

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates stated below.

LICENSOR:

LICENSEE:

CARSON CITY

**NEW CINGULAR WIRELESS PCS, LLC,
a Delaware limited liability company**

By: _____
Mayor

By: AT&T Mobility Corporation
Its: Manager

Dated: _____

By: 

ATTEST:

Name: Michael Guibord

Director

Title: Construction & Engineering

By: _____
Aubrey Rowlett
Carson City Clerk-Recorder

Date: 5/17/2022

Dated: _____

APPROVED AS TO FORM:

By: _____
Deputy District Attorney

Dated: _____

EXHIBIT C
Insurance Requirements

1. General.

1.1. Prior to performing work under this Agreement, Licensee shall furnish Licensor a certificate of insurance on a standard insurance industry ACORD form or equivalent. The insurance coverage required must be issued by an insurance company eligible to transact business in the State of Nevada, possessing a current A.M. Best, Inc. rating of A-VII or better.

1.2. Licensee shall, and shall endeavor to require any of its contractors while working hereunder to obtain and maintain substantially the same coverage as required of Licensee, carry and maintain, until all of their obligations have been discharged the insurances set forth below.

1.3. The insurance requirements set forth in no way limit the contractual liability coverage contained in this Agreement.

1.4. Licensor in no way warrants that the insurance limits contained in this Agreement are sufficient to protect Licensee from liabilities that might arise out of the performance of this Agreement by Licensee and its contractors, and Licensee is free to purchase any additional insurance as may be determined necessary.

1.5. Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve Licensee from, nor will it be considered a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

2. Scope and Limits of Insurance. Licensee shall provide coverage with limits of liability not less than those stated below.

2.1. Commercial General Liability-Occurrence Form. Licensee must maintain Commercial General Liability insurance on the most current ISO CG 00 01 form or an equivalent with a limit of \$1,000,000 per occurrence for bodily injury and property damage and \$2,000,000 general aggregate including premises-operations, products and completed operations, independent contractor, contractual liability, personal injury and advertising injury.

2.2. Commercial Automobile Liability. Licensee must maintain Commercial Automobile Liability insurance in the amount of \$1,000,000 combined single limit each accident for bodily injury and property damage covering all of Licensee owned, hired, and/or non-owned vehicles assigned to or used in the performance of Licensee's work or activities under this Agreement.

2.3. Workers Compensation and Employers Liability Insurance. Licensee must maintain Workers Compensation insurance in compliance with the statutory requirements of the state of operation and Employer's Liability with a limit of \$1,000,000 for each accident; \$1,000,000 disease for each employee; \$1,000,000 disease-policy limit.

2.4. Builders' Risk/Installation Floater Insurance. Builders' Risk/Installation Floater Insurance must be maintained until whichever of the following first occurs: (i) final payment has been made; or, (ii) until no person or entity, other than Licensor, has an insurable interest in the property required to be covered. Licensee may self-insure this risk. Licensee is responsible for payment of all deductibles under the Builders' Risk/Installation Floater insurance policy.

3. Additional Policy Provisions Required.

3.1. Miscellaneous Provisions.

A. Licensee's required auto and general liability insurance coverage must be primary insurance with respect to Licensor, its officers, officials, and employees. Any insurance or self-insurance maintained by Licensor, its officers, officials, and employees shall be in excess of the coverage provided by Licensee and must not contribute to it.

B. Licensee's insurance must 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.

C. The policies must contain a separation of insureds clause and to the extent permitted by law a waiver of subrogation against Licensor, its officers, officials, and employees, for losses arising from work performed by Licensee for Licensor.

D. Licensee must maintain the required insurance during the duration of the Agreement and for one (1) year following expiration of the Agreement. An updated certificate must be issued and provided to Licensor at each renewal.

E. If a Certificate of Insurance is submitted as verification of coverage, Licensor will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement.

~~F.~~ F. Upon receipt of notice from its insurer, Licensee must provide at least thirty (30) days written notice to Licensor of cancellation or non-renewal of any required coverage that is not replaced. Such notice shall be sent directly as provided for in Section 19.

3.2. Licensor as Additional Insured.

A. The above-referenced policies shall, excluding workers compensation and employer's liability, include Licensor, its officers, officials, and employees as an additional insured by endorsement as their interest may appear under this Agreement with respect to liability caused, in whole and in part, by Licensee's operations under this Agreement.

B. Licensor's additional insured status shall (i) be limited to bodily injury, property damage, or personal and advertising injury caused, in whole or in part, by Licensee, its employees, ~~or others acting on Licensee's behalf agents, or independent contractors~~; (ii) not extend to claims for punitive or exemplary damages arising out of the acts or omissions of Licensor, its employees, ~~or others acting on Licensor's behalf agents or independent contractors~~ or where such coverage is prohibited by law or to claims arising out of the gross negligence of Licensor, its

employees, ~~or others acting on Licensor's behalf~~agents or independent contractors; and, (iii) not exceed Licensee's indemnification obligation under this Agreement, if any.

C. Notwithstanding the forgoing, Licensee may, in its sole discretion, self-insure any of the required insurance under the same terms as required by this Agreement. In the event Licensee elects to self-insure its obligation under this Agreement to include Licensor as an additional insured, the following conditions apply: (i) Licensor shall promptly and no later than thirty (30) days after notice thereof provide Licensee with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage pursuant to this Section and provide Licensee with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) Licensor shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of Licensee; and (iii) Licensor shall fully cooperate with Licensee in the defense of the claim, demand, lawsuit, or the like.



STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** September 1, 2022

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

Agenda Title: For Possible Action: Discussion and possible action regarding Contract No. 23300188 for AP Triton LLC (“APT”) to provide professional services through an Emergency Medical Services (“EMS”) evaluation and optimization study (“EMS Study”) for a not to exceed amount of \$54,913. (Carol Akers; CAkers@carson.org and Sean Slamon, SSlamon@carson.org)

Staff Summary: The EMS Study will provide a detailed analysis and recommendations to improve the City’s EMS system and identify opportunities for increased efficiency, cost-effectiveness, operational and patient-care quality improvement and long-term sustainability. This service was approved as part of the Fiscal Year (“FY”) 2023 Capital Improvement Plan (“CIP”) for the Ambulance Fund.

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

Proposed Motion

I move to award the contract as presented.

Board's Strategic Goal

Safety

Previous Action

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

Background/Issues & Analysis

The purpose of the EMS Study is to provide an in-depth evaluation of current Carson City Fire Department (“CCFD”) EMS operations and to also provide recommendations for planning and improvement based on industry best practices and recognized national standards. The EMS Study is intended to produce data, information and recommendations that CCFD can use to make important decisions concerning the future of the organization and its EMS service.

The EMS Study will identify opportunities to improve service delivery and meet the future needs based on increasing demands for CCFD’s EMS service. This includes, but is not limited to, analyses and recommendations concerning system models that would produce improved efficiency, cost-effectiveness, operational and patient-care quality and long-term sustainability. The EMS Study will also include recommendations for staffing levels and organizational structure.

Applicable Statute, Code, Policy, Rule or Regulation

NRS 332.115(1)(b)

Financial Information

Is there a fiscal impact? Yes

If yes, account name/number: Ambulance Fund, Professional Services: 5012525-500309

Is it currently budgeted? Yes

Explanation of Fiscal Impact: Total cost of the EMS System Evaluation and Optimization Study is \$54,913; the approved CIP budget is \$65,000.

Alternatives

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

Attachments:

[23300188 Draft Contract-v2.pdf](#)

Board Action Taken:

Motion: _____

- 1) _____
- 2) _____

Aye/Nay

(Vote Recorded By)

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 23300188

Title: Carson City Fire EMS System Evaluation and Optimization Study

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

WITNESSETH:

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

WHEREAS, this Contract (does involve___) (does not involve X) a "public work" construction project, which pursuant to NRS 338.010(18) means any project for the new construction, repair or reconstruction of an applicable project financed in whole or in part from public money; and

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

WHEREAS, it is deemed necessary that the services of **CONSULTANT** for **CONTRACT No. 23300188** (hereinafter referred to as "Contract") are both necessary and in the best interest of **CITY**; and

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

1. REQUIRED APPROVAL:

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

2. SCOPE OF WORK (Incorporated Contract Documents):

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

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

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

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

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 23300188

Title: Carson City Fire EMS System Evaluation and Optimization Study

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

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

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

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

2.8 CITY Responsibilities:

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

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

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

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

3. CONTRACT TERM:

3.1 The term of this Contract begins on September 1, 2022, subject to Carson City Board of Supervisors' approval (anticipated to be September 1, 2022) and ends on June 30, 2023, unless sooner terminated by either party as specified in **Section 7** (CONTRACT TERMINATION).

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 23300188

Title: Carson City Fire EMS System Evaluation and Optimization Study

4. NOTICE:

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

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

Kurt P. Henke, Principal/Managing Partner
AP Triton, LLC
1309 Coffeen Avenue, Suite 3178
Sheridan, WY 82801
833-251-5824
KHenke@aptriton.com

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

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

5. COMPENSATION:

5.1 The parties agree that **CONSULTANT** will provide the SERVICES specified in **Section 2** (SCOPE OF WORK) and **CITY** agrees to pay **CONSULTANT** the Contract's compensation based upon the Scope of Work Fee Schedule for a not to exceed maximum amount of Fifty Four Thousand Nine Hundred Thirteen Dollars and 00/100 (\$54,913.00), and hereinafter referred to as "Contract Sum".

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

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

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

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

6. TIMELINESS OF BILLING SUBMISSION:

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 23300188

Title: Carson City Fire EMS System Evaluation and Optimization Study

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

7. CONTRACT TERMINATION:

7.1 Termination Without Cause:

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

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

7.2 Termination for Nonappropriation:

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

7.3 Cause Termination for Default or Breach:

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

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

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

7.3.2.2 If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by **CONSULTANT** to provide the goods or SERVICES or any services required by this

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 23300188

Title: Carson City Fire EMS System Evaluation and Optimization Study

Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

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

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

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

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

7.4 Time to Correct (Declared Default or Breach):

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

7.5 Winding Up Affairs Upon Termination:

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

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

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

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

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

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 23300188

Title: Carson City Fire EMS System Evaluation and Optimization Study

7.6 Notice of Termination:

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

8. REMEDIES:

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

9. LIMITED LIABILITY:

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

10. FORCE MAJEURE:

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

11. INDEMNIFICATION:

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

11.2 As required by NRS 338.155, if this Contract involves a "public work" construction project as defined above, **CONSULTANT** shall defend, indemnify and hold harmless the **CITY**, and the employees, officers and agents of the public body from any liabilities, damages, losses, claims, actions or proceedings, including without limitation, reasonable attorney's fees, to the extent that such liabilities, damages, losses, claims, actions or proceedings are caused by the negligence, errors, omissions, recklessness or intentional misconduct of the **CONSULTANT** or the employees or agents of the **CONSULTANT** in the performance of the Contract. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of the indemnity which would otherwise exist as

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to any party or person described in this section. However, with respect to any anticipated benefits to **CITY** resulting from the Scope of Work, **CONSULTANT** shall not be responsible or liable to **CITY** for any warranties, guarantees, fitness for a particular purpose or loss of anticipated profits resulting from any termination of this Contract. Additionally, **CONSULTANT** shall not be responsible for acts and decisions of third parties, including governmental agencies, other than **CONSULTANT'S** subcontractors, that impact project completion and/or success.

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

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

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

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

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

12. INDEPENDENT CONTRACTOR:

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

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

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

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

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

13. INSURANCE REQUIREMENTS (GENERAL):

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

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

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

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

13.5 *Insurance Coverage (13.6 through 13.23):*

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

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

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

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

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

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

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

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

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

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

13.12 **Deductibles and Self-Insured Retentions:** Insurance maintained by **CONSULTANT** shall apply

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

13.13 **Policy Cancellation:** Except for ten (10) calendar days notice for non-payment of premium, each insurance policy shall be endorsed to state that; without thirty (30) calendar days prior written notice to Carson City Purchasing and Contracts, the policy shall not be canceled, non-renewed or coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by mail to Carson City Purchasing and Contracts, 201 N. Carson Street, Suite 2, Carson City, NV 89701.

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

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

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

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

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

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

13.20 **COMMERCIAL GENERAL LIABILITY INSURANCE:**

13.20.1 *Minimum Limits required:*

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

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

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

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

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(including the tort liability of another assumed in a business contract).

13.21 BUSINESS AUTOMOBILE LIABILITY INSURANCE:

13.21.1 *Minimum Limit required:*

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

13.21.3 Coverage shall be for "any auto", including owned, non-owned and hired vehicles. The policy shall be written on ISO form CA 00 01 or a substitute providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

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

13.22.1 *Minimum Limit required:*

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

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

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

13.22.5 A certified copy of this policy may be required.

13.23 WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:

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

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

14. BUSINESS LICENSE:

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

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

15. COMPLIANCE WITH LEGAL OBLIGATIONS:

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

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

16. WAIVER OF BREACH:

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

17. SEVERABILITY:

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

18. ASSIGNMENT / DELEGATION:

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

19. CITY OWNERSHIP OF PROPRIETARY INFORMATION:

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

20. PUBLIC RECORDS:

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

21. CONFIDENTIALITY:

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

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22. FEDERAL FUNDING: (not applicable to this Contract)

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

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

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

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

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

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

23. LOBBYING:

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

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

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

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

24. GENERAL WARRANTY:

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

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SERVICES, under the same or similar circumstances, in the State of Nevada.

25. PROPER AUTHORITY:

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

26. ALTERNATIVE DISPUTE RESOLUTION (Public Work):

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

27. GOVERNING LAW / JURISDICTION:

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

28. ENTIRE CONTRACT AND MODIFICATION:

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

PROFESSIONAL SERVICES CONSULTANT AGREEMENT
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29. ACKNOWLEDGMENT AND EXECUTION:

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

CITY

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

CITY'S LEGAL COUNSEL

Carson City District Attorney

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

By: _____
Sheri Russell, Chief Financial Officer

By: _____
Deputy District Attorney

Dated _____

Dated _____

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

BY: Carol Akers

Acct: 5012525-500309

By: _____

Dated _____

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

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

CONSULTANT

BY: Kurt P. Henke

TITLE: Principal/Managing Partner

FIRM: AP Triton, LLC

CARSON CITY BUSINESS LICENSE #: BL-_____

Address: 1309 Coffeen Avenue, Suite 3178

City: Sheridan **State:** WY **Zip Code:** 82801

Telephone: 833-251-5824

E-mail Address: KHenke@aptriton.com

(Signature of Consultant)

DATED _____

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

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CONTRACT ACCEPTANCE AND EXECUTION:

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of September 1, 2022 approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 23300188**. Further, the Board of Supervisors authorizes the Mayor of Carson City, Nevada to sign this document and record the signature for the execution of this Contract in accordance with the action taken.

CARSON CITY, NEVADA

LORI BAGWELL, MAYOR

DATED this 1st day of September 2022.

ATTEST:

AUBREY ROWLATT, CLERK-RECORDER

DATED this 1st day of September 2022.

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SAMPLE INVOICE

Invoice Number: _____
 Invoice Date: _____
 Invoice Period: _____

Invoice shall be submitted to:

Carson City Fire Department
 Attn: Nancy Merritt, email: NMerritt@carson.org
 777 S. Stewart Street
 Carson City NV 89701

Line Item #	Description	Unit Cost	Units Completed	Total \$\$
Total for this invoice				

Original Contract Sum	\$	_____
Less amount previously billed	\$	_____
= contract sum prior to this invoice	\$	_____
Less this invoice	\$	_____
=Dollars remaining on Contract	\$	_____

ENCLOSE COPIES OF RECEIPTS & INVOICES FOR EXPENSES & OUTSIDE SERVICES

ATTACHMENT 1 Scope of Services

CONSULTANT shall provide consulting services to CLIENT as follows:

Section One—Project Initiation & Information Acquisition

Task 1-A: Project Initiation & Development of a Work Plan

Triton will meet virtually with the project management team of CCFD involved in the study, or its project liaison(s), to develop a complete understanding of the City's and fire department's backgrounds, goals, and expectations for the project.

Triton's Project Manager will develop and refine a proposed work plan that will guide the project team. This work plan will be developed identifying:

- Project team members responsible for each task
- Major tasks to be performed
- Resources to be utilized
- Methods for evaluating study results
- Any potential constraints or issues related to accomplishing specific tasks

The benefits of this process will be to develop working relationships between the Triton Project Team and client representative(s), determine communications processes, and identify logistical needs for the project.

Task 1-B: Procurement of Information & Data

Triton will review the data already available from The Carson City Fire Department Master Plan and request additional pertinent information and data from CCFD, and any other agencies as necessary. This information is critical and will be used extensively in the analysis and development of the report. Thoroughly researched and relevant studies will be included during Triton's review. In some cases, Triton will directly acquire the following information. The information relevant to this project will include, but not be limited to, the following:

- Any previous studies
- Carson City/County census and demographic data
- Current Fire Department organizational chart
- CCFD Standard Operating Guidelines (SOG) and service delivery and deployment practices; including policies regarding EMS quality improvement methods
- Memorandum of Understanding (MOU) between the City and IAFF Local 2251
- Inventory of CCFD's fire stations and any other facilities, including their physical locations

- Inventory of CCFD's apparatus and rescue ambulances and the fire stations to which they are assigned
- Inventory of capital medical equipment (e.g., cardiac monitor/defibrillators; powered stretchers, etc.)
- Historical records management data, including National Fire Incident Reporting System (NFIRS) incident data exported to an Excel spreadsheet format
 - Incident records to include locations by latitude/longitude (if available) and full address, timestamps to allow for calculation of response times, turnout times, call-processing times, and response mode to scene
 - Ambulance transport and hospital turnaround times; including transport mode (lights & siren versus no lights & siren) to hospital; number of patient refusals; and other data elements which may be requested
 - Patient records (without any identifying information and in accordance with HIPAA) that include EMS provider impression, level of care provided (ALS vs. BLS), and patient outcomes (if available)
 - Any other electronic records as may be useful for this project
 - Computer-Aided Dispatch (CAD) incident records, if necessary
- List of all management positions, administrative support staff positions, operations positions, including ranks and titles (not to include names of individuals)
 - Wages and benefits for each position rank and title (not to include names of individuals)
- List of most common hospitals and tertiary facilities, and their physical locations, to which patients are transported and who provide online medical control
- Local geographic information systems (GIS) data and shapefiles (specific details will be provided)
- CCFD historical financial data, revenue sources, budgets, including debt information, long-range financial plans, and projections
 - Historical patient billing and collection records, including payor mix, write-offs, contractual allowances, adjustments, refunds, and annual number of billable patient transports
 - Current fee schedule and revenue offset
- Automatic and mutual aid agreements related to patient transports and rescue ambulances
- Any other documents and records necessary for the successful completion of the project

Task 1-C: Stakeholder Input

To obtain an overall impression of the effectiveness of the current delivery model, the Triton project team will interview key stakeholders associated with this study. Interviews may be conducted virtually as well as possibly using online surveys. From these interviews, Triton will obtain additional perspective on operational, economic, and policy issues confronting CCFD. Information will be gathered from key personnel including:

- Fire Chief, Deputy Fire Chief, other command staff, and Fire Administration
- Representative(s) of the IAFF Local 2251 bargaining unit
- Representatives of the Carson City Financial Services Department, Human Resources, and any other departments as necessary
- The CCFD EMS Medical Director, EMS Coordinator, EMS Nurse Educator, and others from the EMS system
- Any other individuals or organizations necessary for the completion of this study

Section Two—Overview of the Fire Department & EMS System

Triton will conduct a detailed assessment of each of the primary components of the Carson City Fire Department and its EMS delivery system. This will include elements of fire suppression and non-EMS functions and operations where relevant to the functions of the EMS system.

Task 2-A: Overview of the Community & Fire Department

Utilizing information from the Carson City Fire Department Master Plan, Triton will review, update where necessary, and provide an overview and basic description of the Carson City and the Carson City Fire Department to include, but not limited to:

- Service area population and demographics, including GIS maps of the service area and population density
- Description of the City
- General description of CCFD and the services provided
- Governance and lines of authority
- Organizational design

Task 2-B: Staffing & Personnel

Triton will review the staffing levels of CCFD and their relevance to EMS delivery. Areas to be considered include, but are not limited to:

- Review and evaluate operational staffing levels
- Review staff scheduling methodology
- Employee development and mentorship

- Review firefighter/EMS staff distribution

Task 2-C: Other Elements & Services of CCFD

Triton will review other elements and services provided by CCFD to include but not be limited to:

- Fire suppression and rescue
 - Description of the current EMS service delivery infrastructure (i.e., emergency operations)

Task 2-D: Overview of the EMS System

Triton will provide a general overview of the EMS system to include but not be limited to:

- State-level EMS administration and medical direction
- Other system components related to fire protection, emergency medical services, and ground and air emergency medical transport

Section Three—Assessment of the CCFD EMS Division

Triton will conduct a comprehensive analysis of the CCFD Emergency Medical Services Division, to include but not limited to:

Task 3-A: EMS Division Organization

- Organizational structure and administrative functions of the Division
- Management components
- Staffing, personnel, and staff allocations to various functions
- Evaluate internal and external communications
- Policies, procedures, and regulatory requirements

Task 3-B: Financial Analysis of the EMS Division

- Review historical and current Division budgets (both administrative and operational)
- Analyze ambulance transport revenue, billing, and collection practices, including current payor mix
- Review current fee schedule and revenue offset
- Identify alternative revenue sources and other methods for cost recovery
- Evaluate any other financial issues related to the operation of the EMS Division

Task 3-C: Medical Control & EMS Quality Management

- Review on-line and off-line medical direction and control procedures
- Review the role and obligations of the CCFD Medical Director

- Evaluate CCFD's Quality Improvement (QI) program
- Review any other elements relevant to medical control and EMS QI

Task 3-D: Training & Continuing Medical Education

- General training competencies
- Mandatory continuing medical education (CME) and recertification requirements
- Training administration, recordkeeping, and facilities
- Operational impact on EMS providers to attend CME
- Review the working relationship between the Training & Safety Division and EMS Division

Task 3-E: Other EMS-Related Components & Programs

- Review communications and dispatch procedures and services (e.g., pre-arrival instructions, medical priority dispatching, etc.)
- Review records management system (RMS) utilized to generate electronic patient care reports (ePCR) for both medical first response (MFR) and transports by rescue ambulances

During this study, Triton may identify other issues related to EMS optimization and may make additional recommendations accordingly.

Section Four—Evaluation of EMS Operations

In the following section, Triton will evaluate the various elements related to EMS operations. While the emphasis will be on the delivery of EMS to the City, it will be necessary to analyze the impact of fire suppression and other operations on the EMS system.

Task 4-A: Service Delivery & Performance

To the extent data is available, Triton will review and observe areas affecting service levels and operational performance. These will include but are not limited to:

- EMS Service Demand
 - Analysis and GIS display of current service demand by incident type
 - Review of EMS calls dispatched versus patients transported, and hospital destinations
 - Analysis and GIS display of current service demand by temporal variation
 - GIS display of historical incident density locations
 - Projected service demand due to growth
- EMS Resource Distribution
 - Overview of current facility deployment strategies, analyzed through GIS software as appropriate, with identification of service gaps and redundancies

- Analysis of company and staff distribution as related to effective response force assembly
- Overview of current deployment strategies, analyzed through GIS software as appropriate, with identification of service gaps and redundancies
- Response Reliability
 - Analysis of current workload, including unit hour utilization and time on task of individual companies (to the extent data is complete)
 - Analysis of call concurrency and the impact on EMS system effectiveness
- Response Performance Analysis
 - Analysis of actual CCFD rescue ambulance turnout time performance analyzed by individual components (to the extent data is available)
 - Analysis of other components in the response time continuum, including call processing times
 - Patient transport and hospital turnaround times
- Analysis of patient care records, to include levels of acuity, and ratios of Basic Life Support (BLS) versus Advanced Life Support (ALS) cases (if available)
 - Patient outcome results if available

Task 4-B: Population Growth Projections & Future Service Demand

- Determine population growth projections for the City
- Forecast future service demand (requests for service) on CCFD

Task 4-C: Summary of All Findings & Observations

- Develop a summary description of any critical issues, findings, and observations
- Identification of any regulatory or other constraints
- Describe less critical or minor issues that may require attention, but not immediate
- Identify gaps in data capabilities

Section Five—Recommendations & Strategies for Sustainability

Utilizing the findings and results of the various analyses from the preceding sections described in this proposal, Triton will identify recommended future opportunities and improvement strategies for the EMS delivery system. Depending on the results, Triton may categorize these into short-term, mid-term, and long-term strategies. Recommendations and strategies will consider the following key objectives:

- Excellence in patient care and overall operational effectiveness, with the ability to:
 - Effectively match resource dispatched to resource needed

- Meet EMS performance goals
- Flexibility to maintain effective service based on current and projected demographics and the ability to adapt to:
 - Changing community demographics and payor mixes
 - Area development and the associated change to population/requests for service
 - Changes in accepted standards of care, levels of service, and expected norms in EMS delivery
 - Changes in technology, medical science, and equipment as it relates to EMS delivery and CCFD's provision of service
- Sustainability—any recommended changes to the current delivery model must provide for long-term sustainability and resiliency, with the ability to:
 - Maintain service through increased budgetary demand and fluctuating availability of personnel, equipment, and resources
 - Maintain service through changes in call volume, call types, population density and age, and billing payer mixes
 - Maintain service, despite impacts of future developments (commercial, residential, and mixed-use)
 - Provide for hiring, retention, training, and succession planning
 - Ensure proper day-to-day staffing
 - Provide for continued excellence in core all-risk duties of CCFD's membership (i.e., fire suppression and rescue, training, fire prevention, public education, relations, and outreach, and employee development and mentorship)

Task 5-A: EMS Division Recommendations

- If identified from the evaluations, describe any options or alternatives to improve the administration and management of the CCFD EMS Division

Task 5-B: EMS Operations

Triton will utilize its comprehensive analyses and observations to evaluate the feasibility of the current CCFD EMS delivery system and make recommendations accordingly. This will include but not be limited to:

- General EMS delivery and medical first response
- Patient transport
- Alternative revenue sources and/or methods of cost recovery
- Alternative staffing modes including but not limited to single role paramedic and EMTs

- Potential cost-effective, sustainable, and efficient alternative EMS delivery models
 - Any recommendations will be based on clinical effectiveness and the potential for improving patient outcomes
- Any other changes or alternatives to improve EMS delivery, patient care, and patient outcomes

Task 5-C: Mobile Integrated Healthcare Program

- Based on the analyses described in the previous sections, Triton will determine the feasibility, necessity, and regulatory ability to establish a Mobile Integrated Healthcare program
 - System design, target markets, benefits, and potential impact on 911 EMS service demand
 - Estimated start-up, recurring, and non-recurring costs, including potential short-term and ongoing funding mechanisms

Task 5-D: Implementation Plan

- Recommendations and strategies will be developed into an implementation plan
- Will include an estimate of the initial, recurring, and non-recurring costs of any recommendations or proposed strategies, and potential funding sources

Section Six—Development, Review, & Delivery of Final Report

Task 6-A: Development & Review of the Draft Report

Triton will develop and produce an electronic version of the draft written report for technical review by representatives of CCFD. This feedback is a very important aspect of this project, and Triton will provide adequate opportunities for review and discussion of the draft report prior to finalization. The report will include:

- Clearly designated recommendations
- Detailed narrative analysis of each report element clearly written and presented in sections with explanatory support to ensure an understanding by all readers
- Supportive charts, graphs, GIS maps and analyses, and diagrams, where appropriate

Task 6-B: Publication of the Final Report

Following a final technical review and approval by CCFD, Triton will provide an electronic version (PDF format) of the report.

Task 6-C: Presentation of the Final Report

Triton will conduct a final multimedia presentation of the components of the report to representatives of CCFD, the City Council, and any other individuals or groups as requested.

**ATTACHMENT 2
Payment Terms**

CLIENT agrees to pay CONSULTANT an amount not to exceed fifty-four thousand nine hundred thirteen dollars (\$54,913) for services performed pursuant to the Scope of Services (Attachment 1). Upon execution of the Agreement, the Client agrees to pay 10% (\$5,491.30). Subsequent payments will be based on monthly invoicing as work progresses.

Any alteration or deviation from the described work that involves extra costs will only be performed by Consultant after written request by the Client. The parties must agree in writing upon any extra charges billed at the following rates:

\$160/hour for Senior Project Manager
\$125/hour for other consultants
Any additional travel expenses

Contact information for billing purposes is as follows:

CLIENT: Carson City Fire Department
Attn: Sean Slamon, Fire Chief
777 S Stewart Street
Carson, NV 89701

Phone: 775.283.7722
Email: sslamon@carson.org



STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** September 1, 2022

Staff Contact: Heather Manzo

Agenda Title: For Possible Action: Discussion and possible action regarding an appeal by the applicant, David A. Johnson ("Applicant"), of condition no. 6 of the Planning Commission's decision to approve a special use permit ("SUP") to allow for a guest building greater than 700 square feet in size on a property zoned Single Family Residential – 6,000 Square Feet ("SF6") located at 1555 Kings Canyon Road, Assessor's Parcel Number ("APN") 009-014-18 (the "Property"). (Heather Manzo, hmanzo@carson.org)

Staff Summary: On June 29, 2022, the Planning Commission heard and approved case no. LU-2022-0258, a request for a SUP for a guest building, subject to conditions of approval. A guest building requires a SUP within the SF6 use district. The Applicant submitted an appeal of the Planning Commission's decision under Carson City Municipal Code ("CCMC") 18.02.060, appealing the approval of the SUP subject to Condition No. 6, which requires that a deed restriction be recorded stating that the guest building will be occupied by family member(s) of the primary residence and their non-paying guests, and shall not be rented. The Board of Supervisors may affirm, modify or reverse the decision of the Planning Commission.

Agenda Action: Formal Action / Motion **Time Requested:** 30 minutes

Proposed Motion

I move to deny the appeal and uphold the Planning Commission's decision.

Board's Strategic Goal

N/A

Previous Action

June 29, 2022 - Planning Commission approved the SUP request, subject to conditions of approval including condition no. 6 which states:

"Prior to the issuance of any permit associated with this request, the Applicant shall demonstrate that the Carson City Development Standards ("CCDS") for Guest Buildings (CCDS 1.4) have been met. This shall include the recordation of a deed restriction against the property stating the guest building will be occupied by family member(s) of the primary residence, as defined by the Carson City Municipal Code ("CCMC"), and their non-paying guests. Guest buildings shall not be rented."

Background/Issues & Analysis

A. Applicable Regulations

The subject property is in the SF6 zoning district. Per CCMC 18.04.075, a single family dwelling is an allowed use in the SF6 zoning district, and a "guest building" is a conditional use that can be established upon approval

of a Special Use Permit. Neither a two-family dwelling nor a multi-family dwelling is an allowed use or a conditional use in the SF6 zoning district.

Per CCMC 18.03.010, a "guest building" is defined as:

" a dwelling unit on the same lot as the primary dwelling unit and ancillary to the primary dwelling unit. A guest building may provide complete, independent living facilities for one or more persons, including permanent facilities for living, sleeping, eating, cooking and sanitation, and includes habitable detached structures that may or may not include cooking facilities and which is used exclusively for housing the family members of the primary residence and their non-paying guests. A manufactured or mobilehome is not considered a guest building in SF6, SF12, SF21, SF1A, SF2A, or SF5A zoning districts. A recreational vehicle is not allowed as a guest building in any zoning district."

Section 1.4 of the CCDS, provided below, provides standards for guest building development.

1.4 GUEST BUILDING DEVELOPMENT.

Guest building refers to a dwelling unit on the same lot as the primary dwelling unit and ancillary to it. A guest building may provide complete, independent living facilities for 1 or more persons, including permanent facilities for living, sleeping, eating, cooking and sanitation. Typical uses include guest houses, second units, extended family housing and caretaker's quarters.

1.4.1 A site plan shall be submitted indicating the following:

- a. Location of primary residential structure with setback distances, distance to guest building and other accessory structures.
- b. Location of all public and private utilities and/or well and septic tank/leach field.
- c. Access to primary residential structure and guest building.
- d. Zoning, size of lot, assessors parcel number, north arrow, scale, location of other outbuildings.

1.4.2 Recordation. The property owner shall, prior to the issuance of a certificate of occupancy for the building permit, record a deed restriction against the subject property with the city recorder's office stating the guest building occupation limitations contained in Section 1.4.10.

1.4.3 Existing Guest Buildings. Existing guest buildings may expand to include a kitchen facility only upon full compliance with the provisions of this division. Approval of a building permit is required if the structure itself is being altered.

1.4.4 Maximum Size. Guest building living space gross floor area shall not exceed 50 percent of the assessed floor area of the main residence, excluding garages, basements and other accessory structures, or the following limitations, whichever is less:

- a. In the SF6, MH6, SF12 and MH12 zoning districts, a maximum of 700 square feet;
- b. In all other single family residential districts, a maximum of 1,000 square feet.

1.4.5 Required Setbacks. All guest buildings shall meet the same setbacks as required for the primary residence on the lot, provided that second story elements of a guest building are a minimum of 20 feet from all property lines.

1.4.6 Maximum Building Height. The guest building shall meet the maximum height requirements of the zoning district in which it is located, provided that second story elements of a guest building are a minimum of 20 feet from all property lines.

1.4.7 Required Parking. A minimum of 1 off-street parking space or, for guest buildings with multiple bedrooms, 1 parking space per bedroom shall be provided outside of the required front-yard setback area in

addition to the required parking for the main residential use. In the SF6, MH6, SF12 and MH12 zoning districts, the guest parking must be provided on a paved surface.

1.4.8 Site Design.

- a. Architectural design and materials for a guest building shall be consistent and compatible with the design and materials of the main structure, including but not limited to roof pitch, roof materials, siding materials and color, and other architectural features;
- b. Only one entrance may be visible from the street frontage.

1.4.9 Modifications to These Provisions.

- a. The above guest building provisions relating to size, height and site design may only be modified by approval of a special use permit;
- b. The above guest building provisions relating to setbacks and parking may only be modified by approval of a variance.

1.4.10 Guest Building Occupation. A guest building may only be occupied by the family members of the primary residence, as defined by Title 18 of the Carson City Municipal Code, and their non-paying guests. Guest buildings may not be rented as secondary dwelling units.

B. The Property, Its History and the 2019 Building Permit

The subject property is 1.01 acres. The property is improved with a 2,088 square foot primary residence and four accessory buildings. Note that the four accessory buildings can be viewed in the field and are included on the 2014 site plan associated with Major Project Review 14-032, but do not appear on the Applicant's 2019 site plan for a building permit (Attachment No. 1 - 2014 MPR Site Plan and 2019 Site Plan).

The Applicant is seeking a building permit to make improvements to the easternmost building. The scope of work is to convert a single story building that, per the existing floor plan drawn by the property owner and dated April 15, 2019, consists of a great room, master bedroom and attached garage into a two story 4 bedroom house with full kitchen, 2.5 bathrooms, and an attached garage with a washer and dryer. The area will increase from ±868 square feet to ±1,371 square feet. Note these numbers represent the guest building living space gross floor area and do not include the area of the attached garage (Attachment No. 2 - 2019 Existing and Proposed Floor Plans).

The historic use of this building has been the subject of discussion. A "Topographical Survey and Preliminary Parceling Layout of APN 009-014-18 (1555 Kings Canyon Road) for Lopiccolo Construction" dated April 20, 2014 and prepared by Haddan Engineering identifies the building as "existing barn." A site plan titled "Purpose of Project Is To Upgrade and Remodel Existing House" dated April 15, 2019 and drawn by property owner David Johnson identifies the building as "House To Be Remodeled." In the Miscellaneous Building Record Sheet 2 of 2, the Carson City Assessor lists four accessory buildings. Building number 4 is identified as a barn with associated information, and that information is crossed out and the building is listed as "Res B." This page is not dated. There is no record of any building permit to convert the subject building to a guest building (Attachment No. 3 - Miscellaneous Assessor File Record).

Regardless of whether the use was previously a residence or a barn, the proposed expansion would require a SUP due to numerous code provisions.

If the subject building was previously a lawful residence, it would result in two residences on the site, thus a non-conforming land use. Per CCMC 18.04.030, a nonconforming land use may not be extended or expanded except with a SUP.

If the subject building was previously a lawful guest building, per CCDS 1.4.9, the modification to exceed the maximum size of 700 square feet would require a SUP.

If the subject building was previously a lawful barn, per CCMC 18.04.075, the establishment of a guest building in the SF6 zoning district requires a SUP.

Staff finds the requested improvements require a SUP before a building permit can be issued. Staff does acknowledge that in 2019, a building permit for the requested improvements was issued, work commenced and then stopped before completion.

In early 2022, the applicant sought a new building permit to be issued so as to complete the work that was included in the 2019 building permit. In reviewing this request, staff found the 2019 permit was issued in error and that a SUP is required.

C. Planning Commission Action

In considering a request for a SUP, the Planning Commission must make each of the seven required finding of fact identified in CCMC 18.02.080.5 in the affirmative. The Planning Commission considered the request for the subject SUP during its June 29, 2022 meeting, and focused on the finding that states "meets the definition and specific standards set forth elsewhere in this Title for such particular use and meets the purpose statement of that district.". The Commission found it to be necessary to require a deed restriction noting the limitation on tenancy and a prohibition on renting so as to create compliance with CCDS 1.4.2 and 1.4.10. These are specific standards in CCMC, and compliance is required to make the subject finding in the affirmative.

During the public hearing, the Planning Commission discussed the Applicant's ability to subdivide the property to construct a single-family home on the newly created lot.

D. The Appeal

On July 7, 2022, the Applicant filed an appeal of the Planning Commission's decision noting that the Applicant does not wish to have the tenancy of the guest building limited and does not wish to file a deed restriction on the property, as required by CCDS 1.4.2 and 1.4.10. The Applicant provided past tax records which note that a second residence has been on the tax rolls predating the Applicant's purchase of the property. These tax records were also presented to the Planning Commission for their consideration at the June 29, 2022 public hearing. The Planning Commission discussed the materials presented by the Applicant and staff clarified that the Carson City Assessor's Office utilizes Nevada Revised Statutes ("NRS") 361.045 for the determination of taxable property. Per this section of NRS, "all property of any kind and nature whatever within this state shall be subject to taxation." This section of NRS allows for the taxation of property based on the use of the property. The property tax records are solely based on observed use, and do not determine or contemplate if the use is lawfully established. It is not clear when the Assessor started treating the subject building as a residence.

Under CCMC 18.02.060, any decision of the Planning Commission may be appealed to the Board. On July 7, 2022, the Applicant filed an appeal of the Planning Commission's decision, stating that the Applicant is challenging condition no. 6, and does not wish to have the occupancy of the guest building limited and does not wish to file a deed restriction on the property, as required by CCDS 1.4.2 and 1.4.10.

In support of his appeal, the Applicant provided past tax records which note that a second residence has been on the tax rolls for many years predating Applicant's purchase of the property. The Carson City Assessor's Office utilizes NRS 361.045 for the determination of taxable property. Per this section of NRS, "all property of any kind and nature whatever within this state shall be subject to taxation." This section of NRS allows for the taxation of property based on the use of the property. The property tax records are solely based on observed use, and do not determine or contemplate if the use is lawfully established. It is not clear when the Assessor started treating the subject building as a residence.

This appeal is limited to condition no. 6. The Board may affirm, modify or reverse the Commission's decision as to condition no. 6. Thus, the Board may:

- Deny the appeal, affirming the Planning Commission's approval of the SUP with condition no. 6;

- Grant the appeal, reversing the Planning Commission’s approval of the SUP with condition no. 6 – this action would result in the approval of the SUP without condition no. 6; or
- Modify the decision of the Planning Commission.

The Board’s action on this item, however, solely relates to the conditions of approval for a SUP. The Board is not changing CCDS 1.4.10. Regardless of the Board’s action on this item, CCDS 1.4.10 would still prohibit the rental of a guest building. Thus, even if the Board granted the appeal and removed condition no. 6, the guest building will still be subject to CCDS 1.4.10, and rental of the guest house may be subject to code enforcement by the City.

Applicable Statute, Code, Policy, Rule or Regulation

CCMC 18.02.060 and 18.04.075; CCDS 1.4

Financial Information

Is there a fiscal impact? No

If yes, account name/number:

Is it currently budgeted? No

Explanation of Fiscal Impact:

Alternatives

Alternative options are discussed in Section D of the staff report analysis above.

Attachments:

[ATTACHMENT NO. 1 - 2014 MPR Site Plan and 2019 Site Plan.pdf](#)

[ATTACHMENT NO. 2 - 2019 Existing and Proposed Floor Plans.pdf](#)

[ATTACHMENT NO. 3 - Misc. Assessor File Record.pdf](#)

[LU-2022-0258 - Applicant Appeal.pdf](#)

[LU-2022-0258 - PC Staff Report - 6-29-2022.pdf](#)

[PC Late Material 14 C - 6-29-2022.pdf](#)

[LU 2022-0258 Fischer Public Comment - 8-12-2022.pdf](#)

[LU 2022-0258 Walter Public Comment - 8-17-2022.pdf](#)

[06.29.2022 Minutes PC.pdf](#)

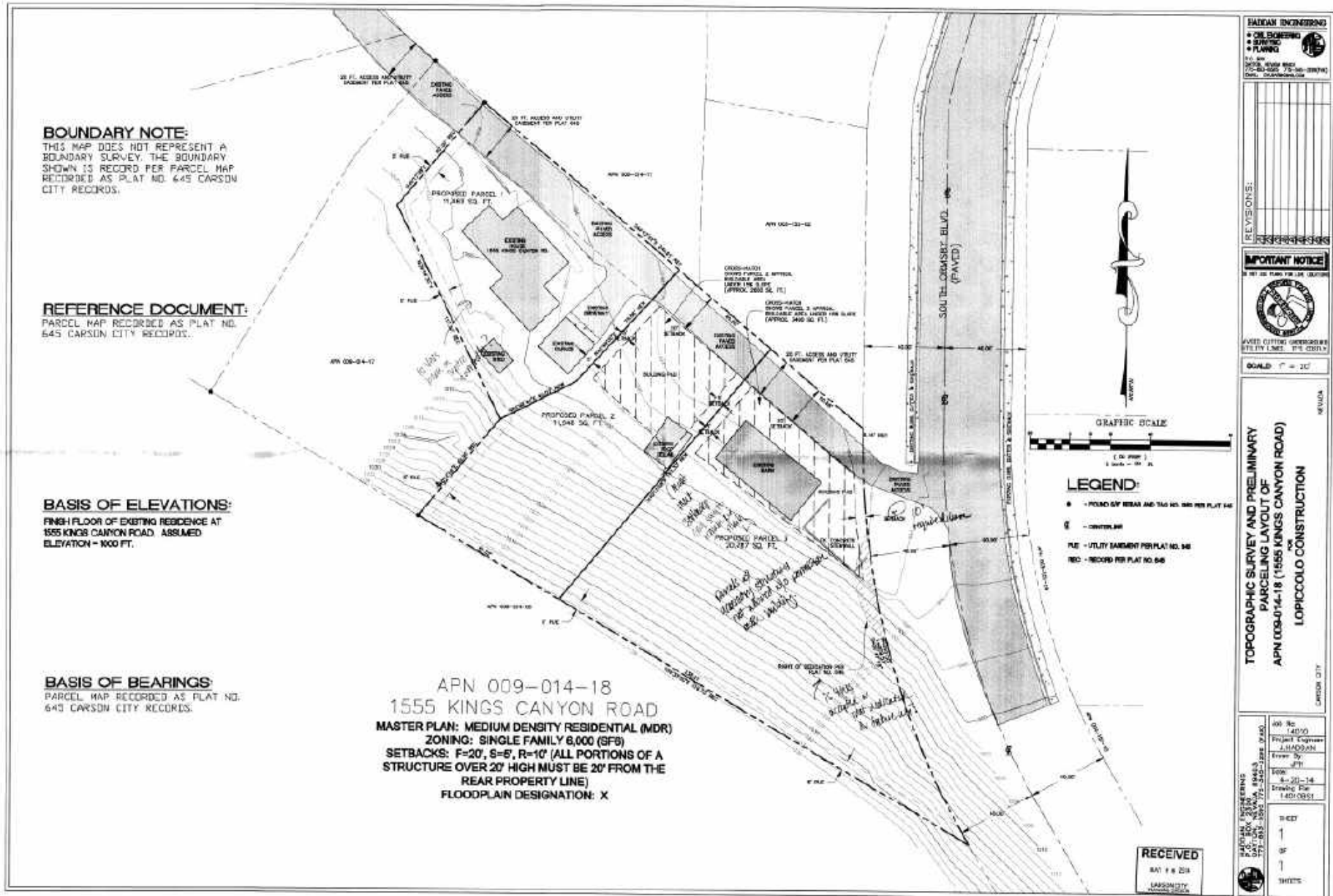
Board Action Taken:

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

(Vote Recorded By)

ATTACHMENT NO. 1
2014 MPR SITE PLAN AND 2019 SITE PLAN

2014 MPR SITE PLAN



2014 MPR SITE PLAN ENLARGED



2019 SITE PLAN

PURPOSE OF PROJECT IS TO
UPGRADE AND REMODEL
EXISTING HOUSE

- 2019 INTERNATIONAL ENERGY CONSERVATION CODE
- 2019 INTERNATIONAL ELECTRICAL CODE
- 2019 INTERNATIONAL PLUMBING CODE
- 2019 INTERNATIONAL FIRE PREVENTION CODE
- 2019 INTERNATIONAL MECHANICAL CODE
- 2019 INTERNATIONAL FUEL GAS CODE
- 2019 INTERNATIONAL ENERGY CONSERVATION CODE
- 2019 INTERNATIONAL FUEL GAS CODE
- 2019 INTERNATIONAL PLUMBING CODE
- 2019 INTERNATIONAL ELECTRICAL CODE
- 2019 INTERNATIONAL MECHANICAL CODE
- 2019 INTERNATIONAL FIRE PREVENTION CODE (IFC 105.4.1)
- 2019 INTERNATIONAL MECHANICAL CODE (IFC 105.4.1)

GENERAL REQUIREMENTS

ADDITIONAL TO ANY OTHER CODES AND REGULATIONS THAT MAY APPLY TO THIS PROJECT, THE FOLLOWING REQUIREMENTS SHALL BE OBSERVED:

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE INTERNATIONAL BUILDING CODE (IBC) AND THE INTERNATIONAL CODES REFERENCED THEREIN.

2. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE INTERNATIONAL ENERGY CONSERVATION CODE (IECC).

3. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE INTERNATIONAL ELECTRICAL CODE (NEC).

4. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE INTERNATIONAL PLUMBING CODE (IPC).

5. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE INTERNATIONAL MECHANICAL CODE (IMC).

6. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE INTERNATIONAL FIRE PREVENTION CODE (IFC).

7. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE INTERNATIONAL FUEL GAS CODE (IFGC).

ELECTRICAL NOTES

1. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE NATIONAL ELECTRICAL CODE (NEC).

2. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE NATIONAL ELECTRICAL CODE (NEC) TABLE 310.15(A)(2).

3. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE NATIONAL ELECTRICAL CODE (NEC) TABLE 310.15(A)(3).

4. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE NATIONAL ELECTRICAL CODE (NEC) TABLE 310.15(A)(4).

5. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE NATIONAL ELECTRICAL CODE (NEC) TABLE 310.15(A)(5).

6. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE NATIONAL ELECTRICAL CODE (NEC) TABLE 310.15(A)(6).

7. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE NATIONAL ELECTRICAL CODE (NEC) TABLE 310.15(A)(7).

8. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE NATIONAL ELECTRICAL CODE (NEC) TABLE 310.15(A)(8).

9. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE NATIONAL ELECTRICAL CODE (NEC) TABLE 310.15(A)(9).

10. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE NATIONAL ELECTRICAL CODE (NEC) TABLE 310.15(A)(10).

PLUMBING/MECHANICAL

1. ALL PLUMBING AND MECHANICAL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE INTERNATIONAL PLUMBING CODE (IPC) AND THE INTERNATIONAL MECHANICAL CODE (IMC).

2. ALL PLUMBING AND MECHANICAL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE INTERNATIONAL PLUMBING CODE (IPC) TABLE 408.1.

3. ALL PLUMBING AND MECHANICAL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE INTERNATIONAL PLUMBING CODE (IPC) TABLE 408.2.

4. ALL PLUMBING AND MECHANICAL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE INTERNATIONAL PLUMBING CODE (IPC) TABLE 408.3.

5. ALL PLUMBING AND MECHANICAL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE INTERNATIONAL PLUMBING CODE (IPC) TABLE 408.4.

6. ALL PLUMBING AND MECHANICAL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE INTERNATIONAL PLUMBING CODE (IPC) TABLE 408.5.

7. ALL PLUMBING AND MECHANICAL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE INTERNATIONAL PLUMBING CODE (IPC) TABLE 408.6.

8. ALL PLUMBING AND MECHANICAL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE INTERNATIONAL PLUMBING CODE (IPC) TABLE 408.7.

9. ALL PLUMBING AND MECHANICAL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE INTERNATIONAL PLUMBING CODE (IPC) TABLE 408.8.

10. ALL PLUMBING AND MECHANICAL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE INTERNATIONAL PLUMBING CODE (IPC) TABLE 408.9.

FOUNDATION

1. ALL FOUNDATION WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE INTERNATIONAL FOUNDATION CODE (IFC).

2. ALL FOUNDATION WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE INTERNATIONAL FOUNDATION CODE (IFC) TABLE 1801.1.

3. ALL FOUNDATION WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE INTERNATIONAL FOUNDATION CODE (IFC) TABLE 1801.2.

4. ALL FOUNDATION WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE INTERNATIONAL FOUNDATION CODE (IFC) TABLE 1801.3.

5. ALL FOUNDATION WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE INTERNATIONAL FOUNDATION CODE (IFC) TABLE 1801.4.

6. ALL FOUNDATION WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE INTERNATIONAL FOUNDATION CODE (IFC) TABLE 1801.5.

7. ALL FOUNDATION WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE INTERNATIONAL FOUNDATION CODE (IFC) TABLE 1801.6.

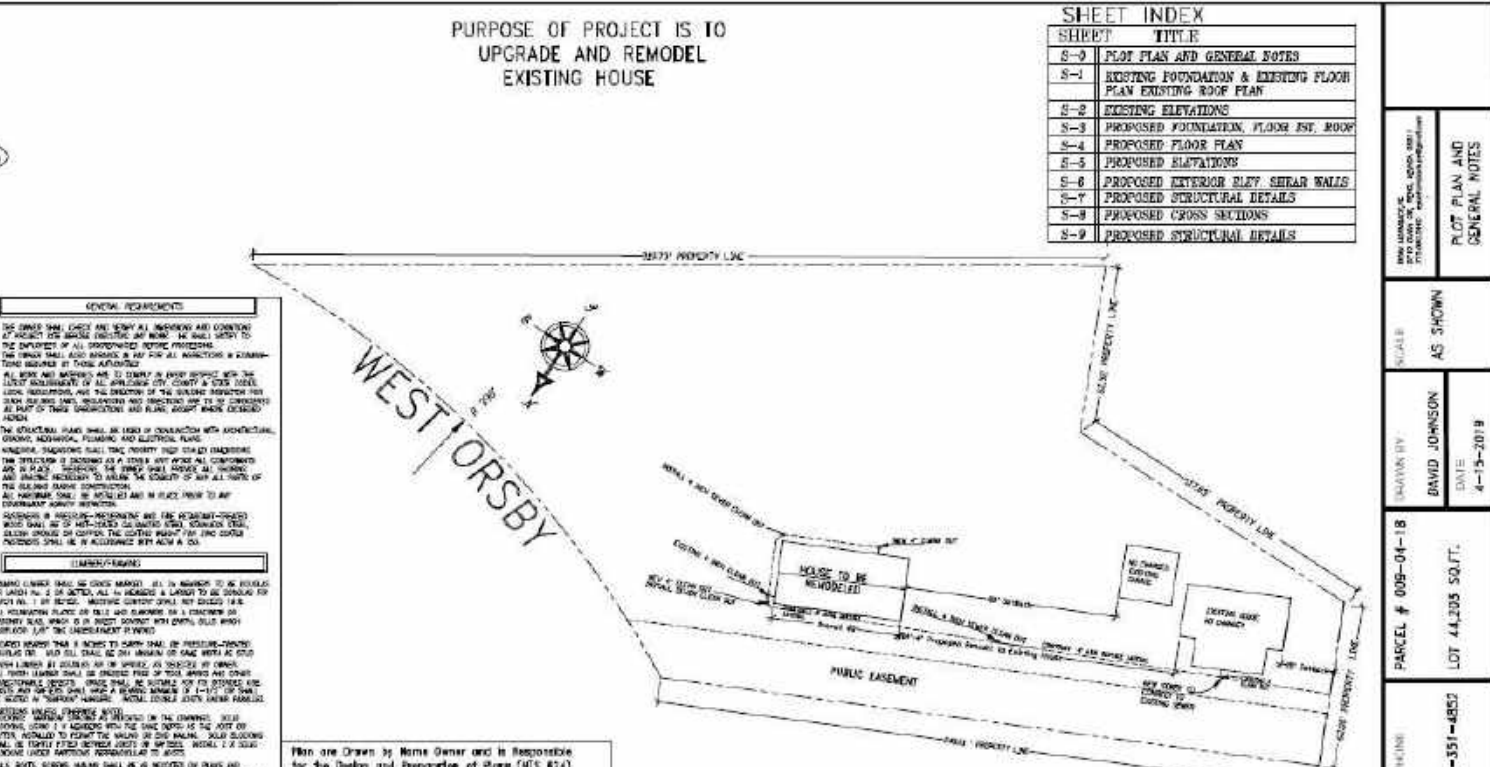
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9. ALL FOUNDATION WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE INTERNATIONAL FOUNDATION CODE (IFC) TABLE 1801.8.

10. ALL FOUNDATION WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE INTERNATIONAL FOUNDATION CODE (IFC) TABLE 1801.9.

GENERAL NOTES

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE INTERNATIONAL BUILDING CODE (IBC) AND THE INTERNATIONAL CODES REFERENCED THEREIN.
2. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE INTERNATIONAL ENERGY CONSERVATION CODE (IECC).
3. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE INTERNATIONAL ELECTRICAL CODE (NEC).
4. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE INTERNATIONAL PLUMBING CODE (IPC).
5. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE INTERNATIONAL MECHANICAL CODE (IMC).
6. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE INTERNATIONAL FIRE PREVENTION CODE (IFC).
7. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE INTERNATIONAL FUEL GAS CODE (IFGC).
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10. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE INTERNATIONAL MECHANICAL CODE (IMC) TABLE 408.2.



SHEET INDEX	
SHEET	TITLE
S-0	PILOT PLAN AND GENERAL NOTES
S-1	EXISTING FOUNDATION & EXISTING FLOOR PLAN EXISTING ROOF PLAN
S-2	EXISTING ELEVATIONS
S-3	PROPOSED FOUNDATION, FLOOR, EXT. ROOF
S-4	PROPOSED FLOOR PLAN
S-5	PROPOSED ELEVATIONS
S-6	PROPOSED EXTERIOR SILEY SILLAR WALLS
S-7	PROPOSED STRUCTURAL DETAILS
S-8	PROPOSED CROSS SECTIONS
S-9	PROPOSED STRUCTURAL DETAILS

NEW JARVIS & CO. ARCHITECTS
1555 KINGS CANYON RD
CARSON CITY, NV 89703

SCALE AS SHOWN

PARCEL # 009-04-18

OWNER BY DAVID JOHNSON

DATE 4-15-2019

BLANK

775-551-4832

DAVID JOHNSON

1555 KINGS CANYON RD
CARSON CITY, NV 89703

OWNER

PROJECT ADDRESS

DATE 1 OF 0

S-0

This was Drawn by Home Owner and is Responsible for the Design and Preparation of Plans (NRS 624)
E-MAIL davidjohnson19@outlook.com

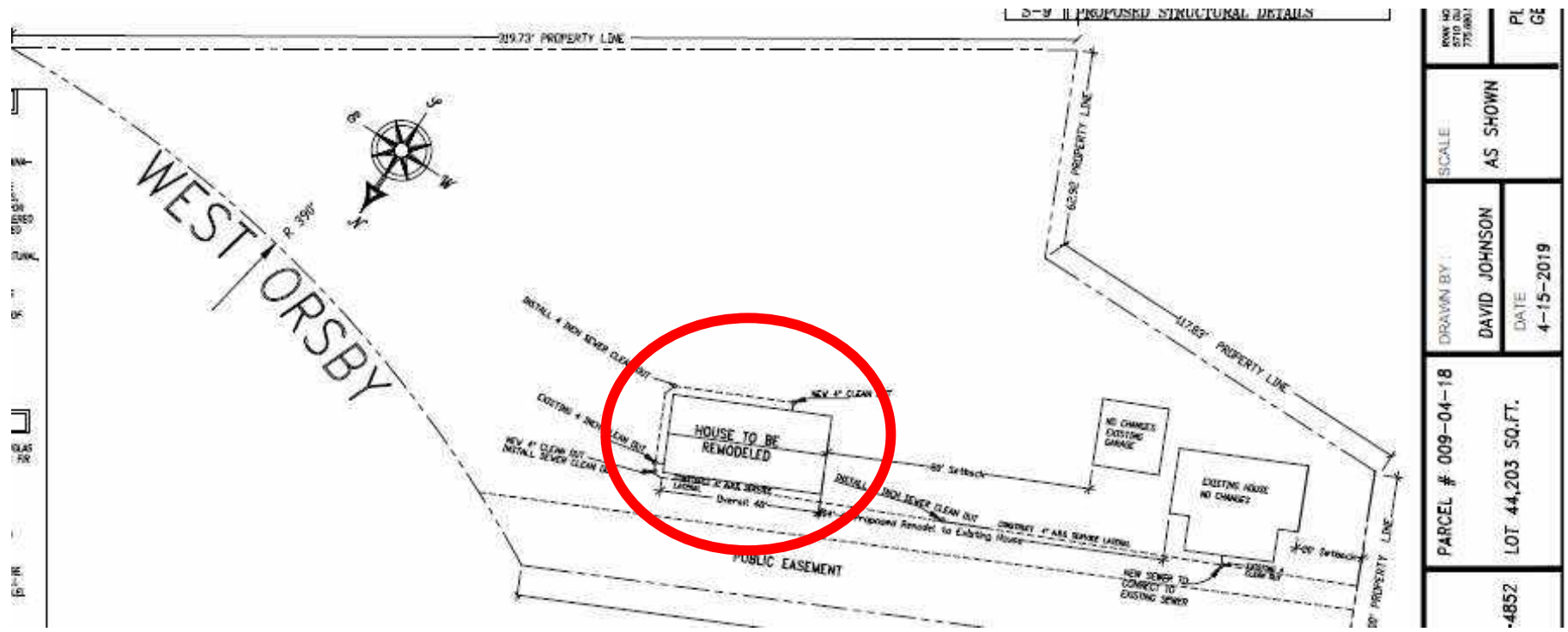
PLUMBING

1. ALL PLUMBING AND MECHANICAL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE INTERNATIONAL PLUMBING CODE (IPC) AND THE INTERNATIONAL MECHANICAL CODE (IMC).
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SITE PLAN
SCALE 1" = 20'-0"



2019 SITE PLAN ENLARGED



PARCEL # 009-04-18	DRAWN BY: DAVID JOHNSON	DATE: 4-15-2019	SCALE: AS SHOWN	PL: GE
-4852	LOT 44,203 SQ.FT.			

ATTACHMENT NO. 2
2019 EXISTING AND PROPOSED FLOOR PLANS

**ATTACHMENT NO. 3
MISCELLANEOUS BUILDING RECORD
(ASSESSOR'S FILE)**

MISCELLANEOUS BUILDING RECORD

ADDRESS 1555 W. King St.

COUNTY _____

SHEET 2 OF 2 SHEETS

DESCRIPTION OF BUILDINGS

BLDG NO	STRUCTURE	SIZE	FOUND.	WALL & EXTERIOR	ROOF		INTERIOR DETAIL				2 ND STORY OR LOFT	YEAR BUILT	REM. LIFE	
					TYPE	COVER	FLOOR	WALLS	CEILING	PLUMBING, MISC				
1	Garage	20x20	Conc.	B+B	Gable	Shingle	Conc.	unt.	unt.	None		1950	FAIR	
2	Cellar	9x15	"	Rock	Shed	Cor. Iron	Conc	"	"	"			"	
3	Cellar	15x21	Conc.	Rock	Gable	Loggs	Dirt	"	"	"			"	
4	Barn <small>Res B</small>	24x48	Conc	B+B	Gable	Shingle	Conc	Semi finished						
↓ PARTIAL 2/A Eyes														

COMPUTATION

APPRAISER-DATE		JKG/GT 9/30/1975				D/L/C 4/30 1979				LJ 12/28 1982				L/C 5/83 1984/85			
BLDG NO	AREA	UNIT COST	COST	% GOOD	R.C.N. L.N.D.	UNIT COST	COST	% GOOD	R.C.N. L.N.D.	UNIT COST	COST	% GOOD	R.C.N. L.N.D.	UNIT COST	COST	% GOOD	R.C.N. L.N.D.
1	400	5.97	2388	50	1190	8.12	3248	50	1624	10.58	4352	79	1767	11.00	4400	.25	1100
2	135	3.72	502	25	130	5.71	770	25	192	7.75	1046	70	209	7.87	1062	.25	266
3	315	3.04	958	25	240	4.78	1506	25	376	6.63	2088	70	418	6.70	2110	.25	528
4	1152	5.88	6774	50	3390	6.28	7239	50	3617	11.76	13548	70	2710	11.88	13686	.25	3421
95/96	1000	16.46	6584														
WAIT FOR DW	2																
" "	3																
TOTAL					4950												



4599
1989/90 5315 x 1.07 = 5687
5315
4573

Carson City Planning Division
108 E. Proctor Street Carson City NV 89701
Phone: (775) 887-2180 • E-mail: planning@carson.org

For Office Use Only:
APPEAL FORM
FEE: \$250.00
Reviewed and Received By:

PRINTED NAME OF AGGRIEVED PARTY:
DAVID A. JOHNSON, P.T.

SIGNATURE:
[Handwritten Signature]

MAILING ADDRESS, CITY STATE, ZIP
1555 KINGS CANYON RD. CC, NV 89703

PHONE #
775-351-4852

EMAIL ADDRESS
davidjohnsonpt@gmail.com

AUTHORIZED REPRESENTATIVE: PRINTED NAME (IF APPLICABLE)
N/A

AUTHORIZED REPRESENTATIVE: SIGNATURE (IF APPLICABLE)
N/A

AUTHORIZED REPRESENTATIVE: MAILING ADDRESS, CITY STATE, ZIP (IF APPLICABLE)
N/A

AUTHORIZED REPRESENTATIVE: PHONE # & EMAIL ADDRESS (IF APPLICABLE)
N/A

*A person who is aggrieved by a decision of a hearing examiner, the HRC or the Commission may, not later than 10 days after the date on which the decision is issued in writing, file an appeal to the Board of Supervisors

Supplement to prior Appeal Filing Hm



- DID YOU SUBMIT AN APPLICATION FOR A PROPERTY PURSUANT TO THE PROVISIONS OF TITLE 18 THAT WAS DENIED BY THE DECISION? YES NO
- DID YOU APPEAR IN PERSON OR THROUGH AN AUTHORIZED REPRESENTATIVE OR IN WRITING BEFORE THE PERSON OR ENTITY FROM WHOM THE DECISION WHICH IS THE BASIS OF THE APPEAL WAS ISSUED? YES NO
 - DID YOU RECEIVE OR SHOULD YOU HAVE RECEIVED A NOTICE OF PUBLIC HEARING AS REQUIRED BY CCMC 18.02.045? YES NO
 - DO YOU RESIDE IN CARSON CITY OR POSSESS A RIGHT IN REAL PROPERTY OR A LAWFUL BUSINESS LOCATED IN CARSON CITY? YES NO

DESCRIPTION OF THE PROJECT THAT IS THE SUBJECT OF THE APPEAL: LU-2022-0258
Remodel of existing second residence which was previously approved and permitted without conditions. The remodel is 50% complete.

DATE NOTICE OF DECISION WAS FILED WITH THE CLERK - RECORDER:

STATEMENT OF THE SPECIFIC ISSUE OF FACT OR LAW RAISED ON APPEAL: (attach separate pages as needed)

I want condition of approval #6 to be removed from the decision of the Planning Commission. I want no limitation on tenancy and no deed restriction.

David A. Johnson, P.T.
 1555 Kings Canyon Rd.
 Carson City, Nevada, 89703
 775.351.4852
 <davidjohnsonpt@gmail.com>



LU-2022-0258

The property at 1555 Kings Canyon Rd has had two single family homes since at least 1950 according to the Carson City assessors office. I applied for and received a building permit to extensively remodel one of the existing homes in 2019. This went through the Planning Department as well. The remodel was progressing well and I had completed the framing, sheathing, roof, footings and had those inspected and passed. I had spent approximately \$75,000 on the work to that date. The project then slowed considerably secondary to Covid 19 which created supply chain issues, healthcare worker challenges, and unskilled/skilled labor shortages. I was unable to find a plumber and electrician for the rough in until late 2021. During the winter of 2021 the permit had expired. I did not know this at the time. I went to schedule an inspection of the rough plumbing and electrical in March of 2022 and found out that the permit had expired.

The Carson City Building began working with me on a new permit March/April 2022 when the Planning Department red-flagged it stating that the permit needed to be "Special Use". When I met with the planning department, they kept using the term "guest house" to describe the remodel. I figured that we were using different words for the same thing. On 6/23/2022 I received an e-mail with the report of the planning department on the special use permit along with their recommendations to approve a "guest house". I read through the conditions and realized that a "guest house" can not be rented. I would not have begun the project back in 2019 had I had these restrictions placed upon it then. The Planning Department stated that the original permit for the remodel was issued in error. The Planning Department and the Planning Commission state that the code is clear, that there can not be two residences on the property, and that I should consider subdividing this historic property at approximately \$40,000 in extra expense.

I would like the Board of Supervisors to consider that the second residence should be granted "grandfather" status and allow me to renew the 2019 original permit. During the Planning Commission meeting, the second residence was called a "barn". The "barn" had running water, a kitchen, furnace, bedroom, bathroom with toilet and tub, a garage, and a septic system. I have a neighbor that has been living near the home for 50 years who supports that it has been a residence. Documentation from the assessors office that the property has had two residences on it since at least 1950, which I have included with this letter. I believe that since I have been paying taxes on two residences, the last assessment being from 2020, I am supported in this request.

Thank you,

David A. Johnson, P.T.

VALUE POSTING INPUT SHEET

BATCH # 1

PARCEL # 9-014-18

BATCH DATE _____

LOCATION: 1555 W KING ST add'l apts 1
DIR STREET or ROAD

PROPERTY NAME: _____ PARCEL SQ FT _____

PER RIGHT ACRES _____ LAND NEW THIS YEAR: _____ SUPPL: _____

LAND VALUE: _____

UNITS:
 Single-Family Detached 2 Non-Dwelling Units 4
 Single-Family Attached _____ MH Hookups _____
 Multi-Family Units _____ Wells _____
 Mobile Homes _____ Septics _____
 Residence Sq. Ft. 2088

USE/APPRaisal DATA:
 Land Use Code 310 Special Prop _____ Special Ownership _____
 Zoning Code(s) _____ ; _____ ; _____ ; _____
 Appraisal Group 04 Factoring Group _____ Discount _____
 Orig. Constr. Yr. 1950 Weighted Const. Yr. _____

IMP DESCRIPTION	IMPROVEMENT DESCRIPTION	IMPROVEMENT DESCRIPTION	IMPROVEMENT DESCRIPTION
<u>RES A</u>	<u>DET GARAGE</u>	<u>RES B</u>	<u>ATT GARAGE</u>
YEAR BUILT <u>1950</u>	YEAR BUILT <u>1950</u>	YEAR BUILT <u>1950</u>	YEAR BUILT <u>1950</u>
DIMENSIONS <u>-</u>	DIMENSIONS <u>20 X 20</u>	DIMENSIONS <u>24 X 38</u>	DIMENSIONS <u>10 X 24</u>
COUNT/SIZE <u>2088</u>	COUNT/SIZE <u>400</u>	COUNT/SIZE <u>912</u>	COUNT/SIZE <u>240</u>
FOUNDATION <u>CONC</u>	FOUNDATION <u>CONC</u>	FOUNDATION <u>CONC</u>	FOUNDATION <u>SAME</u>
WALL TYPE <u>Frm/PLY</u>	WALL TYPE <u>Frm/PLY</u>	WALL TYPE <u>Frm/PLY</u>	WALL TYPE <u>-</u>
ROOF TYPE <u>GABLE</u>	ROOF TYPE <u>GABLE</u>	ROOF TYPE <u>GABLE</u>	ROOF TYPE <u>-</u>
ROOF COVER <u>WOOD SHINGLE</u>	ROOF COVER <u>WOOD SHINGLE</u>	ROOF COVER <u>WOOD SHINGLE</u>	ROOF COVER <u>-</u>
INTERIOR <u>FIN</u>	INTERIOR <u>UNFIN</u>	INTERIOR <u>FIN</u>	INTERIOR <u>UNFIN</u>
TABLE _____	TABLE _____	TABLE _____	TABLE _____
CLASS <u>3.0</u>	CLASS _____	CLASS _____	CLASS _____
CATEGORY _____	CATEGORY _____	CATEGORY _____	CATEGORY _____
UNIT COST ± _____	UNIT COST ± _____	UNIT COST ± _____	UNIT COST ± _____
MULTIPLIER _____	MULTIPLIER _____	MULTIPLIER _____	MULTIPLIER _____
LUMP SUM _____	LUMP SUM _____	LUMP SUM _____	LUMP SUM _____
DATE _____	DATE _____	DATE _____	DATE _____
FOR YEAR <u>03/04/05</u>	FOR YEAR _____	FOR YEAR _____	FOR YEAR _____
APPRaiser _____	APPRaiser _____	APPRaiser _____	APPRaiser _____
NEW THIS YR N S _____	NEW THIS YR N S _____	NEW THIS YR N S _____	NEW THIS YR N S _____
REMARKS: _____	REMARKS: _____	REMARKS: _____	REMARKS: _____

Marshall and Swift Residential Structure
Structure: SINGLE FAMILY RES #1 Totals

Section: Main Home	Units	Unit Cost	
Basic Residence			
Forced Air Furnace	2,088 Sq.Ft.	\$4.72	\$9,855.00
Frame, Siding	1,462 Sq.Ft.	\$73.28	\$107,135.00
Veneer, Brick	626 Sq.Ft.	\$77.99	\$48,822.00
Composition Shingle	2,088 Sq.Ft.	\$2.97	\$6,201.00
Plumbing Fixtures	8 Units	\$1,742.26	\$13,938.00
Plumbing Rough-ins	1 Units	\$712.21	\$712.00
Single 2-Story Fireplace	1 Units	\$5,856.57	\$5,857.00
Basic Residence Subtotal			\$192,520.00
Additional Features			
Slab Porch with Roof	124 Sq.Ft.	\$25.77	\$3,195.00
Additional Features Subtotal			\$3,195.00
Basic Residence			
Raised Subfloor	2,088 Sq.Ft.	\$10.91	\$22,780.00
Automatic Floor Cover Allowance	2,088 Units	\$5.04	\$10,524.00
Automatic Appliance Allowance	1 Units	\$4,120.20	\$4,120.00
Basic Residence Subtotal			\$37,424.00
Less Depreciation			
Combined Depreciation	75.0 Percent		(\$174,855.00)
Less Depreciation Subtotal			(\$174,855.00)

Main Home Subtotals

Main Home Repl. Cost New	2,088 Sq.Ft.	\$111.66	\$233,139.00
Main Home Depreciation	2,088 Sq.Ft.	(\$83.74)	(\$174,855.00)
Main Home Miscellaneous	0 Units	\$0.00	\$0.00
Main Home RCN Less Depr.	2,088 Sq.Ft.	\$27.91	\$58,284.00

Structure Totals

Replacement Cost New:	2,088 Sq.Ft.	\$111.66	\$233,139.00
Depreciation:	2,088 Sq.Ft.	(\$83.74)	(\$174,855.00)
Miscellaneous:	0 Units	\$0.00	\$0.00
RCN Less Depreciation:	2,088 Sq.Ft.	\$27.91	\$58,284.00
on MS Outbuildings:	0 Sq.Ft.	\$0.00	\$0.00
Total Structure Cost:	2,088 Sq.Ft.	\$27.91	\$58,284.00

Marshall and Swift Residential Structure
Structure: SITE IMPROVEMENTS #1 Totals

	Units	Unit Cost	
Outbuildings			
STEPS-CONCRETE	18 Linear F	\$47.04	\$212.00
SHED-CONC BLOCK	135 Sq.Ft.	\$29.50	\$996.00
ORNAMENTAL IRON FENCE PER SF	36 Sq.Ft.	\$19.52	\$176.00
FLATWORK-BLOCK IN SAND	280 Sq.Ft.	\$9.38	\$656.00
BLACKTOP (0-749 SF)	400 Sq.Ft.	\$4.01	\$1,267.00
STEPS-BRICK	10 Linear F	\$61.44	\$153.00
VENEER/WAINS-BRICK	780 Sq.Ft.	\$14.59	\$2,845.00
CONCRETE OPEN PORCH-RESIDENCE	18 Sq.Ft.	\$10.37	\$47.00
SHED-CONC BLOCK	315 Sq.Ft.	\$29.50	\$2,323.00
FLATWORK-CONCRETE 3" (0-999SF)	405 Sq.Ft.	\$5.57	\$564.00
WALL-CONC BLK 6"	160 Sq.Ft.	\$13.82	\$553.00
DET GARAGE PLY OR HARDBOARD QUAL 1-	400 Sq.Ft.	\$44.28	\$4,428.00
Outbuildings Subtotal	2,957 Sq.Ft.	\$4.81	\$14,220.00

Tax Year: 2022
Parcel: 009-014-18

Marshall and Swift Residential Structure Structure: SINGLE FAMILY RES #2 Totals

Section: Main Home

	Units	Unit Cost	
Basic Residence			
Forced Air Furnace	1,434 Sq.Ft.	\$4.10	\$5,878.00
Composition Shingle	1,434 Sq.Ft.	\$1.95	\$2,796.00
Plumbing Fixtures	14 Units	\$1,106.57	\$15,492.00
Slab on Grade	864 Sq.Ft.	\$5.74	\$4,959.00
Automatic Floor Cover Allowance	1,434 Units	\$2.60	\$3,728.00
Automatic Appliance Allowance	1 Units	\$1,812.89	\$1,813.00
Frame, Plywood	1,434 Sq.Ft.	\$65.68	\$94,185.00
Raised Subfloor	570 Sq.Ft.	\$8.89	\$5,067.00
Plumbing Rough-ins	1 Units	\$565.06	\$565.00

Basic Residence Subtotal \$134,484.00

Less Depreciation			
Combined Depreciation	70.5 Percent		(\$94,810.00)
Additional Functional Depreciation	13.6 Percent		(\$18,250.00)

Less Depreciation Subtotal (\$113,060.00)

Main Home Subtotals

Main Home Repl. Cost New	1,434 Sq.Ft.	\$93.78	\$134,484.00
Main Home Depreciation	1,434 Sq.Ft.	(\$78.84)	(\$113,060.00)
Main Home Miscellaneous	0 Units	\$0.00	\$0.00
Main Home RCN Less Depr.	1,434 Sq.Ft.	\$14.94	\$21,424.00

Structure Totals

Replacement Cost New:	1,434 Sq.Ft.	\$93.78	\$134,484.00
Depreciation:	1,434 Sq.Ft.	(\$78.84)	(\$113,060.00)
Miscellaneous:	0 Units	\$0.00	\$0.00
RCN Less Depreciation:	1,434 Sq.Ft.	\$14.94	\$21,424.00
on MS Outbuildings:	0 Sq.Ft.	\$0.00	\$0.00
Total Structure Cost:	1,434 Sq.Ft.	\$14.94	\$21,424.00

Tax Year: 2022
Parcel: 009-014-18

Marshall and Swift Residential Structure
Structure: SITE IMPROVEMENTS #2 Totals

Page 1
6/27/2022 08:45:02

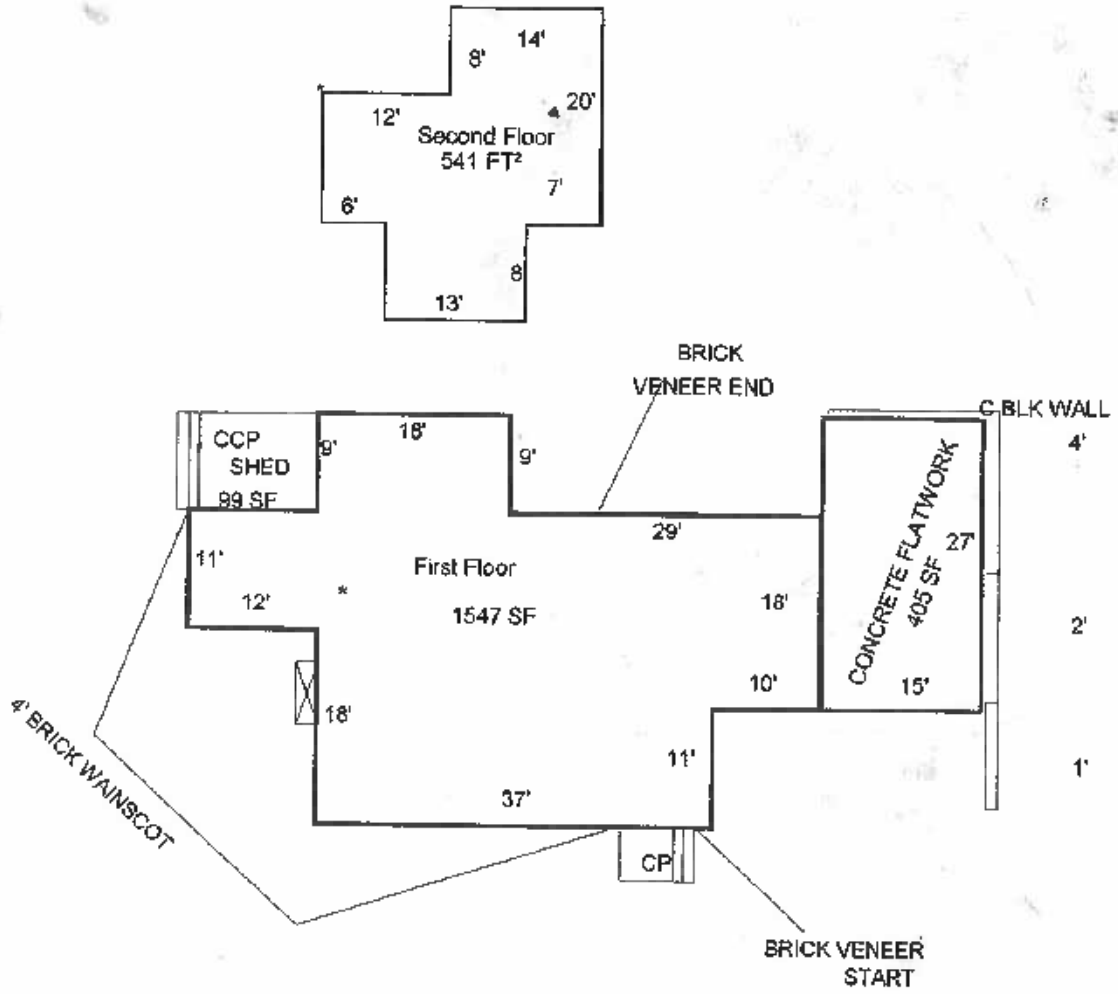
	Units	Unit Cost	
Outbuildings			
ATT GARAGE PLY OR HARDBOARD QUAL 1-	240 Sq. Ft.	\$31.89	\$2,258.00
Outbuildings Subtotal	240 Sq. Ft.	\$9.41	\$2,258.00

SKETCH/AREA TABLE ADDENDUM

Case No 5/8/02

File No 9-014-18

Property Address 1555 W KING
 City _____ State _____ Zip _____
 Borrower _____
 Lender/Client _____
 Appraiser Name _____



Scale: 1 = 18

AREA CALCULATIONS SUMMARY

Code	Description	Factor	Size	Perimeter	Totals
GLA1	First Floor	1.00	1547	194	1547
GLA2	Second Floor	1.00	541	110	541
P/P	CCP	1.00	99	40	
	CP	1.00	25	20	124
LAND	CONCRETE FLATWORK	1.00	405	84	405
TOTAL LIVABLE (rounded)					2088

LIVING AREA BREAKDOWN

Breakdown			Subtotals
First Floor			
18 x	47		846
11 x	37		407
9 x	18		162
11 x	12		132
Second Floor			
9 x	13		117
12 x	26		312
8 x	14		112
7 Areas Total (rounded)			2088

SKETCH/AREA TABLE ADDENDUM

Parcel No 009-014-18

File No 202000901418RE - 2743

Property Address 1565 W King St

City Carson City

State NV

Zip 89701

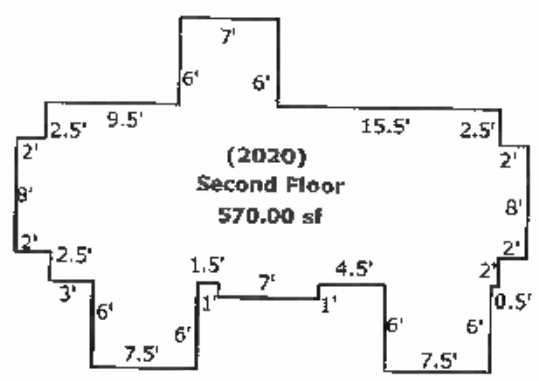
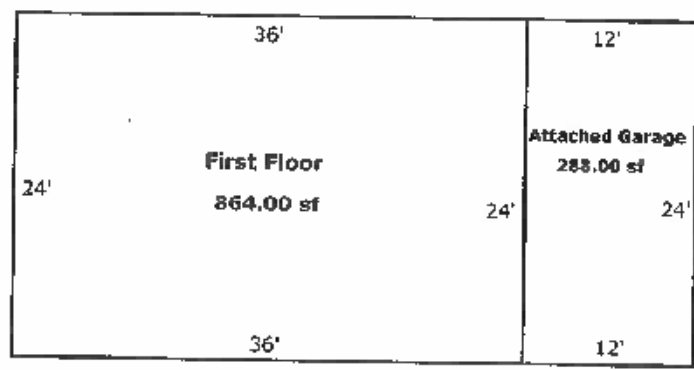
Owner

Client

Appraiser Name Carson City Assessor's Office

SUBJECT

IMPROVEMENTS SKETCH



Scale: 1" = 23'

AREA CALCULATIONS SUMMARY

Code	Description	Factor	Net Size	Perimeter	Net Totals
SF 1STORY	One Story	1.00	864.0000	120.00	864.0000
SF 2STORY	Two Story	1.00	570.0000	135.00	570.0000
MSR 701	Attached Garage	1.00	288.0000	72.00	288.0000

Comment Table 1

Comment Table 2 Comment Table 3

Net LIVABLE Area (rounded w/ factors) 1434

STAFF REPORT FOR PLANNING COMMISSION MEETING OF JUNE 29, 2022

FILE NO: LU-2022-0258

AGENDA ITEM: 14.C

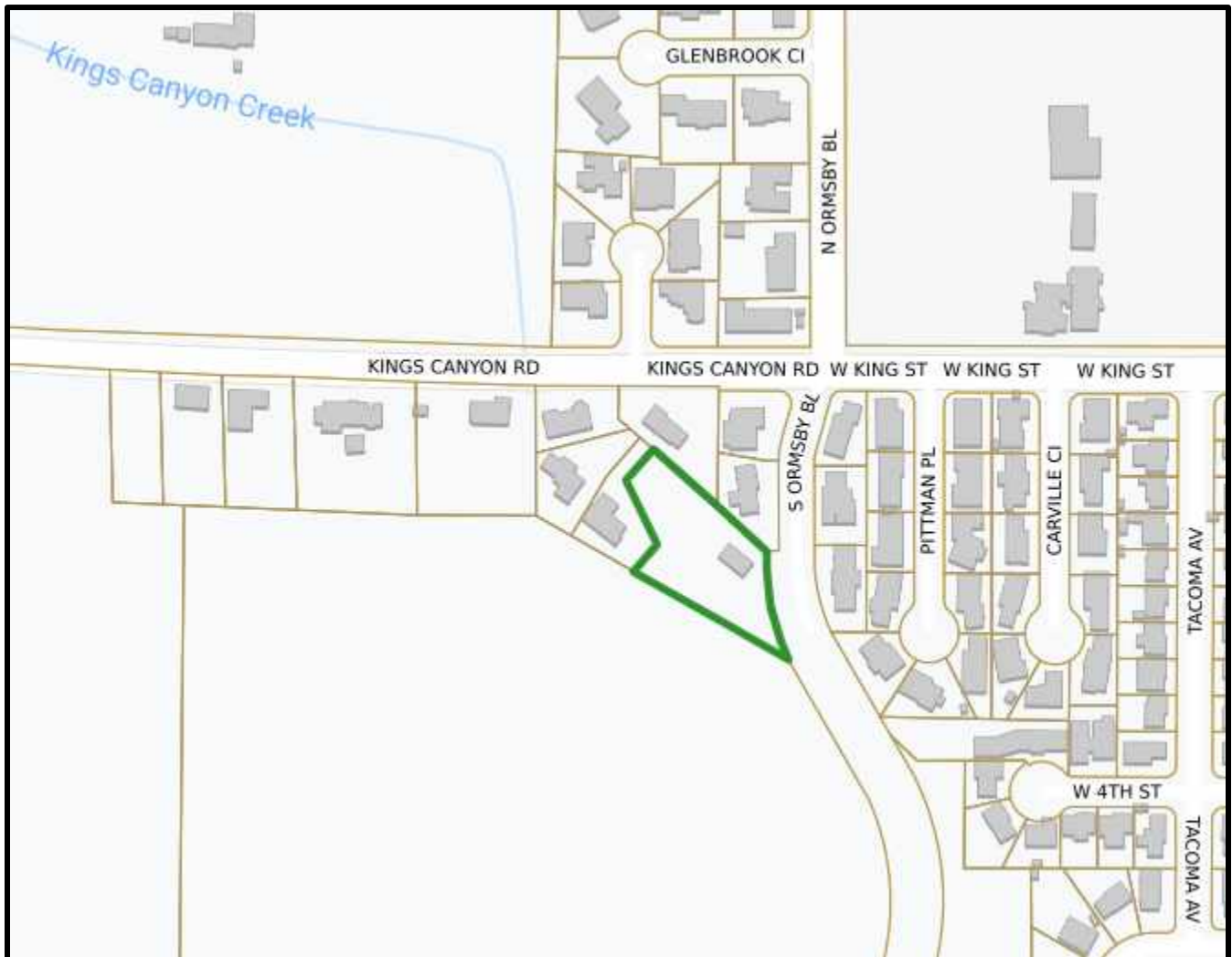
STAFF CONTACT: Heather Manzo, Associate Planner

AGENDA TITLE: For Possible Action: Discussion and possible action regarding a request from David A. Johnson (“Applicant”) for a special use permit to allow for a guest building greater than 700 square feet in size on a property zoned Single Family Residential – 6,000 Square Feet (“SF6”) located at 1555 Kings Canyon Road, Assessor’s Parcel Number (“APN”) 009-014-18. (Heather Manzo hmanzo@carson.org)

STAFF SUMMARY: The structure was constructed in the 1950’s and is currently ±1,152 square feet. The Applicant is seeking a special use permit in order to allow for an expansion to the structure to create a 2nd floor and to establish a guest building totaling approximately 1,371 square feet with a ±284 square foot attached garage. A special use permit is required. The Planning Commission is authorized to approve the special use permit.

PROPOSED MOTION: “I move to approve special use permit LU-2022-0258, based on the ability to make all findings and subject to the conditions of approval contained in the staff report.”

VICINITY MAP:



RECOMMENDED CONDITIONS OF APPROVAL:

1. The Applicant must sign and return the Notice of Decision for conditions for approval within 10 days of receipt of notification. If the Notice of Decision is not signed and returned within 10 days, then the item may be rescheduled for the next Planning Commission meeting for further consideration.
2. All development shall be substantially in accordance with the development plans approved with this application, except as otherwise modified by these conditions of approval.
3. All on and off-site improvements shall conform to City standards and requirements.
4. The Applicant shall meet all the conditions of approval and commence the use for which this permit is granted, within 12 months of the date of final approval. A single, one-year extension of time may be granted if requested in writing to the Planning Division of the Carson City Community Development Department (“Planning Division”) at least 30 days prior to the one-year expiration date. Should this permit not be initiated within one-year, and no extension granted, the permit shall become null and void.
5. The Applicant shall submit a copy of the Notice of Decision, conditions of approval, and explanation of how the request addresses each condition with the building permit application.
6. Prior to the issuance of any permit associated with this request, the Applicant shall demonstrate that the Carson City Development Standards (“CCDS”) for Guest Buildings (CCDS 1.4) have been met. This shall include the recordation of a deed restriction against the property stating the guest building will be occupied by family member(s) of the primary residence, as defined by the Carson City Municipal Code (“CCMC”), and their non-paying guests. Guest buildings shall not be rented.
7. Prior to the issuance of any permit associated with this request, the Applicant shall have plans approved demonstrating that the guest building square footage shall not exceed 1,371 square feet in size. Exterior finishes shall be consistent with the primary residence.

LEGAL REQUIREMENTS: CCMC 18.02.050 (Review); 18.02.080 (Special Use Permits) 18.04.075 (Single Family 6,000 (“SF6”)); 18.04.190 (Residential Districts Intensity and Dimensional Standards); and CCDS Division 1, Section 1.4 (Guest Building Development).

MASTER PLAN DESIGNATION: Medium Density Residential

ZONING: Single Family – 6,000 (“SF6”)

KEY ISSUES: Will the proposed accessory structure have an adverse impact on the adjacent residential neighborhood?

SURROUNDING ZONING AND LAND USE INFORMATION:

NORTH: SF6 – Single Family Residence
EAST: SF6 – Single Family Residence
SOUTH: PC – Undeveloped Land Owned by Carson City
WEST: SF6 – Single Family Residence

ENVIRONMENTAL INFORMATION:

FLOOD ZONE: X Shaded (areas of minimal flooding)

SLOPE/DRAINAGE: parcel contains hillside areas, however the building pad is level and developed
SEISMIC ZONE: The closest fault is over 500 feet away

SITE DEVELOPMENT INFORMATION:

PARCEL AREA: ±1.01 acres

EXISTING PRIMARY USE: Single family residence

PROPOSED GUEST BUILDING SIZE: 1,371 square feet

REQUIRED SETBACKS: Front = 20 feet, Side = 5 feet, Street Side = 10 feet, and Rear = 10 feet

VARIANCES REQUESTED: None

BACKGROUND: While located within the SF6 zone, the subject property is one acre in size. The primary residence was built in 1950 and based on available records, the subject structure was constructed around the same time as the residence. The Applicant has requested a conversion of the existing building and an addition which will add square footage to be used as a guest building.

DISCUSSION: Per CCMC 18.04.075.3 a guest building is a conditional use and therefore, requires approval of a special use permit. Moreover, per CCDS 1.4.4 the maximum gross floor area of the living space of a guest building is 50 percent of the assessed floor area of the main residence or 700 square feet, whichever is less, unless otherwise approved by a special use permit. A special use permit to allow for a guest building that exceeds the maximum 700 square foot size limitation has been requested.

The subject parcel is approximately 1.01 acres in size located at the western terminus of South Ormsby Boulevard to the south of its intersection with Kings Canyon Road. The subject site is zoned SF6, and is currently developed with a 2,088 square foot single-family residence. There are two accessory structures on the property which include a detached garage near the primary residence and the subject building proposed to be approve as a guest house. The existing subject building is single story with a 1,152 square foot building footprint. A building permit for the proposed addition to the structure was issued in 2019 in error as the permit was issued without prior approval of a special use permit. The approved structure was partially constructed but not completed and the permit has expired. The proposed roofline and dormers exist so the mass and scale of this proposal can be viewed from the public right of way and complies with CCMC. This request is to allow for a new building permit to be issued to convert the existing structure and 507 square foot second floor to a ±1,371 square foot guest building with a ±284 square foot attached garage.

Per CCMC 18.02.080, the Planning Commission has the authority to approve a special use permit upon making each of the seven required findings in the affirmative.

PUBLIC COMMENTS: Public notices were mailed to 66 property owners within 600 feet of the subject site on June 16, 2022. As of the date of writing of this report, staff has not received any inquiries regarding this application. Additional comments that are received after this report is completed will be submitted to the Planning Commission prior to or at the meeting on June 29, 2022 depending on the date of submission of the comments to the Planning Division.

OTHER CITY DEPARTMENTS OR OUTSIDE AGENCY COMMENTS:

Plans were routed to commenting agencies and the following comments were received. Comments have been incorporated into the conditions of approval as appropriate.

Carson City Public Works Department, Engineering Division (“Development Engineering”):

Development Engineering has no preference or objection to the special use request provided that the following conditions are met:

- The project must meet all Carson City Development Standards and Standard Details.

Development Engineering has reviewed the application within our areas of purview relative to adopted standards and practices and to the provisions of CCMC 18.02.080, Conditional Uses. Development Engineering offers the following discussion:

CCMC 18.02.080(5)(b) – Use, Peaceful Enjoyment, Economic Value, Compatibility

Development Engineering has no comment on this finding.

CCMC 18.02.080(5)(c) - Traffic/Pedestrians

The project has a negligible impact on vehicular and pedestrian traffic.

CCMC 18.02.080(5)(d) - Public Services

The project has a negligible impact to City sewer, water and storm drain infrastructure.

CCMC 18.02.080(5)(e) – Title 18 Standards

Development Engineering has no comment on this finding.

CCMC 18.02.080(5)(f) – Public health, Safety, Convenience, and Welfare

The project meets will meet engineering standards for health and safety if conditions are met.

Earthquake faults: None within 500 feet.

FEMA flood zones: X-shaded flood zone, no special construction requirements.

Site slope: Lot contains hillside areas but the building pad is level.

CCMC 18.02.080(5)(g) – Material Damage or Prejudice to Other Property

Development Engineering has no comment on this finding.

CCMC 18.02.080(5)(h) – Adequate Information

The plans and reports provided were adequate for this analysis.

Fire Department:

The Carson City Fire Department offers the following, all of which will need to be addressed at the time of building permit:

- The project must comply with the International Fire Code and Northern Nevada Fire Code amendments as adopted by Carson City.
- The guest building shall have its own discreet address.

FINDINGS: Staff's recommendation is based upon the findings as required by CCMC 18.02.080 (Special Use Permits) enumerated below and substantiated in the public record for the project.

1. Will be consistent with the master plan elements.

The subject property is designated as Medium Density Residential, and the primary uses within this Master Plan land use designation include single family residences. The proposed accessory structure is intended to be utilized by the resident and will not change the use of the land.

2. Will not be detrimental to the use, peaceful enjoyment, economic value, or development of surrounding properties or the general neighborhood; and will cause no objectionable noise, vibrations, fumes, odors, dust, glare, or physical activity.

The structure proposed to be converted to a guest building is located on the south side of the property and conforms with the setback requirements for the SF6 zoning district. The proposal consists of a conversion of an existing building, with a partially constructed addition on a lot that can support both a primary residence and a guest building. The proposal will not be detrimental to the use, peaceful enjoyment, economic value, or development of surrounding properties or neighborhood. The accessory building will allow for vehicles and other personal items to be stored inside a structure and the guest building will be used in accordance with CCDS 1.4 (Guest Building Development).

3. Will have little or no detrimental effect on vehicular or pedestrian traffic.

The land use will continue to be single-family residential with the trips associated with a single-family residence. The impact to traffic will be negligible. Pedestrian facilities are located to the east across Ormsby Boulevard and to the north adjacent to the project parcel. No new facilities are recommended as part of this request.

4. Will not overburden existing public services and facilities, including schools, police and fire protection, water, sanitary sewer, public roads, storm drainage, and other public improvements.

The proposed accessory building does not constitute a change of use. The land use will continue to be single-family residential. The project will connect to sewer and water infrastructure and does not require modifications to the existing storm drain infrastructure. The project will not result in increased impacts on schools, police or fire protection.

5. Meets the definition and specific standards set forth elsewhere in this title for such particular use and meets the purpose statement of that district.

Since there is no change of use and the guest building is allowed accessory to the primary single-family residence, the primary consideration is related to the size of the proposed structure. The guest building will be limited to the square footage proposed in this request and will comply with all other standards and is allowed with the approval of a special use permit.

6. Will not be detrimental to the public health, safety, convenience, and welfare.

The structure has a single family appearance and is consistent with the zoning code and development standards. The request for a guest building of this size is consistent with other structures within the neighborhood and will not be detrimental to public health, safety, convenience, and welfare.

7. Will not result in material damage or prejudice to other property in the vicinity.

The primary use of the subject site is a single-family residential use, and the proposed guest building will

not change the land use. The guest building will comply with the setbacks for a guest building within the SF6 zone. Proposed setbacks are 42 feet from the north property line, 96 feet from the east property line, 138 feet from the south property line and approximately 80 feet from the detached garage which is located closer to the proposed use than the primary residence. The proposal complies with all required setbacks, height limits, and will be accessed from an existing private driveway from South Ormsby Boulevard. The proposed guest building will not result in material damage or prejudice to other property in the vicinity. The structures comply with the required setbacks, height limitations, and all other applicable standards.

Attachments: Application LU-2022-0258

LI 2022-0258

RECEIVED
MAY 04 2022
CITY PLANNING DIVISION

Carson City Planning Division
108 E. Proctor Street • Carson City NV 89701
Phone: (775) 887-2180 • E-mail: planning@carson.org

FOR OFFICE USE ONLY:
CCMC 16.02.080

FILE # 2022-0441

SPECIAL USE PERMIT
FEE*: \$2,450.00 MAJOR
\$2,200.00 MINOR (Residential zoning districts)
+ noticing fee
*Due after application is deemed complete by staff

APPLICANT PHONE #
DAVID A. JOHNSON 775-357-4852

MAILING ADDRESS, CITY, STATE, ZIP
1555 KINGS CANYON RD. CC, NV 89703

EMAIL ADDRESS
davidjohnsonpt@gmail.com

PROPERTY OWNER PHONE #
Same

MAILING ADDRESS, CITY, STATE, ZIP

EMAIL ADDRESS

APPLICANT AGENT/REPRESENTATIVE PHONE #
N/A

MAILING ADDRESS, CITY STATE, ZIP

EMAIL ADDRESS

- SUBMITTAL PACKET - 4 Complete Packets (1 Unbound Original and 3 Copies) Including:
 - Application Form
 - Detailed Written Project Description
 - Site Plan
 - Building Elevation Drawings and Floor Plans
 - Special Use Permit Findings
 - Master Plan Policy Checklist
 - Applicant's Acknowledgment Statement
 - Documentation of Taxes Paid-to-Date
 - Project Impact Reports (Engineering) -
- CD or USB DRIVE with complete application in PDF

Application Received and Reviewed By:

Submittal Deadline: Planning Commission application submittal schedule.

Note: Submittals must be of sufficient clarity and detail for all departments to adequately review the request. Additional information may be required.

Project's Assessor Parcel Number(s): 2022-0441	Street Address 1555 KINGS CANYON RD. CC, NV 89703
Project's Master Plan Designation	Project's Current Zoning
	Nearest Major Cross Street(s) King + Ormsby

Please provide a brief description of your proposed project and/or proposed use below. Provide additional pages to describe your request in more detail.
The property had two existing homes, I am demolishing one of the existing homes. I am re-submitting a permit application because the original permit expired.

PROPERTY OWNER'S AFFIDAVIT
DAVID A. JOHNSON being duly deposed, do hereby affirm that I am the record owner of the subject property, and that I have knowledge of, and I agree to, the filing of this application.
Signature: [Signature] Address: 1555 KINGS CANYON RD CC NV 89703 Date: 4/29/2022

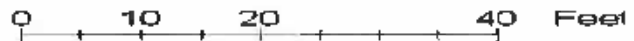
Use additional page(s) if necessary for additional owners.
STATE OF NEVADA }
COUNTY }
On 2, personally appeared before me, a notary public, personally known (or proved) to me to be the person whose name is subscribed to the foregoing document and who acknowledged to me that he/she executed the foregoing document.
Notary Public

NOTE: If your project is located within the Historic District or airport area, it may need to be scheduled before the Historic Resources Commission or the Airport Authority in addition to being scheduled for review by the Planning Commission. Planning staff can help you make this determination.

SPECIAL USE PERMIT CHECKLIST

Each application must include the following:

1. Detailed Written Project Description
2. Special Use Permit Findings
3. Master Plan Policy Checklist
4. Documentation of Taxes Paid to Date
5. Project Impact Reports: Provide documentation regarding project impacts related to traffic, drainage, water, and sewer including supportive calculations and/or reports required per the Carson City Development Standards, Divisions 12, 14 and 15. Contact Development Engineering to determine if these are necessary for your project at (775) 887-2300.
6. Building Elevation Drawings and floor plans
7. Site plan including the following information:
 - a. The site plan shall be drawn on quality paper (minimum size of 8.5 inches by 11 inches) at an appropriate scale or dimension to depict the parcel. Any site plan larger than 8.5 inches by 11 inches must be folded.
 - b. Show a north point arrow and site plan scale. A bar scale is preferred because when the drawings are reduced, it will still show an accurate scale. A bar scale could appear like this for a project that has a scale of one inch equals 20 feet on the original site plan:



- c. Vicinity map must be shown on the site plan. This is a map, not to scale, that you would provide a visitor unfamiliar with the area as directions to get to your property. It will show adjacent streets.
 - d. Title block in lower right-hand corner including:
 - i. Applicant's name, mailing address, and daytime phone number (including area code).
 - ii. The name, mailing address, and daytime phone number of the person preparing the site plan, different from applicant.
 - iii. The name, mailing address, and daytime phone number of the record owner of the subject property, different from applicant.
 - iv. Assessor Parcel Number(s) (APN) and address (location, if no address) of the subject property.
 - v. Project title and permit request. (Example: Variance, Special Use Permit).
8. Property lines of the subject property with dimensions indicated.
9. All existing and proposed structures shall be shown, including:
 - a. Distances from property lines indicated by dimensions.
 - b. Distances between buildings shall be indicated on the site plan.
 - c. Clearly label existing and proposed structures and uses, and show dimensions.
 - d. Square footage of all existing and proposed structures.
 - e. If a commercial or multi-family project, show all elevations and submit roof plans showing all proposed roof equipment and means of screening from view along with plans for trash receptacle screening and loading/unloading area location and design.
 - f. Elevations of any proposed structures/additions.
 - g. All easements.
10. Show curb, gutter, sidewalks, ADA facilities, PFD, circulation.
11. Project access:
 - a. Show the location of proposed street access and all existing accesses of neighboring properties including across the street.
 - b. Show adjoining street names.
 - c. Show all curb cuts with dimension.
12. Show the Assessor Parcel Number(s) of adjoining parcels.

13. Show all existing and proposed parking, landscape islands and traffic aisles, with dimensions. If you are requesting approval for off-site parking within 300 feet, provide site plans showing (1) parking on your site, (2) parking on the off-site parking lot, and (3) how much of the off-site parking area is required for any business other than your own.
14. Show location of existing and proposed utilities and drainage facilities, and indicate whether overhead or underground. Show the location of any septic lines/fields.
15. If specific landscape areas are required or provided, show with dimensions.
16. Show location of all proposed amenities, such as gazebos, retaining walls, retention areas, etc.

← SPECIAL USE PERMIT APPLICATION FINDINGS

State law requires that the Planning Commission consider and support the statements below with facts in the record. These are called "FINDINGS". Since staff's recommendation is based on the adequacy of your findings, you need to complete and attach the required findings with as much detail as possible to ensure that there is adequate information supporting your proposal.

THE FINDINGS BELOW ARE PROVIDED IN THE EXACT LANGUAGE FOUND IN THE CARSON CITY MUNICIPAL CODE (CCMC), FOLLOWED BY EXPLANATIONS TO GUIDE YOU IN YOUR RESPONSE. ON A SEPARATE SHEET TO BE INCLUDED WITH YOUR COMPLETE APPLICATION, LIST EACH FINDING AND PROVIDE A RESPONSE IN YOUR OWN WORDS. ANSWER THE QUESTIONS AS COMPLETELY AS POSSIBLE TO PROVIDE THE PLANNING COMMISSION WITH THE DETAILS NECESSARY TO CONSIDER YOUR PROJECT. IF A FINDING DOES NOT APPLY TO YOUR SITUATION, EXPLAIN WHY.

CCMC 18.02.080(5) FINDINGS. Findings from a preponderance of evidence must indicate that the proposed use:

- 1. Will be consistent with the objectives of the Master Plan elements.**

Explanation: Explain how your project will further and be in keeping with, and not contrary to, the goals of the Master Plan elements. Turn to the Master Plan Policy Checklist included with this application. The Master Plan Policy Checklist for Special Use Permits and Major Project Reviews addresses five items that appear in the Carson City Master Plan. Each theme looks at how a proposed development can help achieve the goals of the Carson City Master Plan. Address each theme; a check indicates that the proposed development meets the applicable Master Plan Policy. Provide written support of the policy statement in your own words as a part of these findings. For additional guidance, please refer to the Carson City Master Plan document on our website at www.carson.org/planning or you may contact the Planning Division to review the document in our office or request a copy.

- 2. Will not be detrimental to the use, peaceful enjoyment, economic value, or development of surrounding properties or the general neighborhood; and is compatible with and preserves the character and integrity of adjacent development and neighborhoods or includes improvements or modifications either on-site or within the public right-of-way to mitigate development related to adverse impacts such as noise, vibrations, fumes, odors, dust, glare or physical activity.**

Explanation:

- A. Describe the general types of land uses and zoning designations adjoining your property (for example: North: grocery store, Retail Commercial zoning)
- B. Explain why your project is similar to existing development in the neighborhood, and why it will not hurt property values or cause problems, such as noise, dust, odors, vibration, fumes, glare, or physical activity, etc. with neighboring property owners. Have other properties in your area obtained approval of a similar request? How will your project differ in appearance from your neighbors? Your response should consider the proposed physical appearance of your proposal, as well as comparing your use to others in the area.
- C. Provide a statement explaining how your project will not be detrimental to the use, peaceful enjoyment or development of surrounding properties and the general neighborhood.
- D. If outdoor lighting is to be a part of the project, please indicate how it will be shielded from adjoining property and the type of lighting (wattage/height/placement) provided.

- E. Describe the proposed landscaping, including screening and arterial landscape areas (if required by the zoning code). Include a site plan with existing and proposed landscape shown on the plan which complies with City ordinance requirements.
- F. Explain any short-range and long-range benefit to the people of Carson City that will occur if your project is approved.

3. Will have little or no detrimental effect on vehicular or pedestrian traffic.

Explanation: Consider the pedestrian and vehicular traffic that currently exists on the road serving your project. What impact will your development have to pedestrian and vehicular traffic when it is successfully operating? Will additional walkways and traffic lights be needed? Will you be causing traffic to substantially increase in the area? State how you have arrived at your conclusions.

4. Will not overburden existing public services and facilities, including schools, police and fire protection, water, sanitary sewer, public roads, storm drainage and other public improvements.

- Explanation:**
- A. How will your project affect the school district? Will your project add to the student population or will it provide a service to the student population?
 - B. How will your project affect police and fire protection?
 - C. Is the water supply serving your project adequate to meet your needs without degrading supply and quality to others in the area? Is there adequate water pressure? Are the lines in need of replacement? Is your project served by a well? Contact the Development Engineering Division at (775) 887-2300 for assistance with this item, if applicable.
 - D. If your project will result in the covering of land area with paving or a compacted surface, how will drainage be accommodated? Contact the Development Engineering Division at (775) 887-2300 for assistance with this item, if applicable.
 - E. Is there adequate capacity in the sewage disposal trunk line that you will connect to in order to serve your project, or is your site on a septic system? Contact the Development Engineering Division at (775) 887-2300 for assistance with this item, if applicable.
 - F. What kind of road improvements are proposed or needed to accommodate your project? Contact the Development Engineering Division at (775) 887-2300 for assistance with this item, if applicable.
 - G. Indicate the source of the information that you are providing to support your conclusions and statements made in this application (private engineer, Development Engineering, Public Works, Transportation, title report or other sources).

5. Meets the definition and specific standards set forth elsewhere in Carson City Municipal Code, Title 18 for such particular use and meets the purpose statement of that district.

Explanation: Explain how your project meets the purpose statement of the zoning district in which it is located and how it meets the specific standards that are set forth in that zoning district. In CCMC Section 18.04, Use Districts, find the zoning district where your property is located. Refer to the purpose statement at the beginning of the zoning district section and explain how your project meets the purpose statement of that district. In addition, find the specific Intensity and Dimensional Standards for your zoning district in either CCMC Section 18.04.190 (Residential) or CCMC Section 18.04.195 (Non-Residential) and explain how your project meets these specific standards. To access the Carson City Municipal Code, visit our website at www.carson.org/planning.

6. Will not be detrimental to the public health, safety, convenience and welfare.

Explanation: Provide a statement explaining how your project will not be detrimental to the public health, safety, convenience and welfare. If applicable, provide information on any benefits that your project will provide to the general public.

7. Will not result in material damage or prejudice to other property in the vicinity, as a result of proposed mitigation measures.

Explanation: Provide a statement explaining how your project will not result in material damage or prejudice to other property in the vicinity.

If there is any additional information that would provide a clearer picture of your proposal that you would like to add for presentation to the Planning Commission, please be sure to include it in your detailed description.

If there is any additional information that would provide a clearer picture of your proposal that you would like to add for presentation to the Planning Commission, please be sure to include it in your detailed description.

Please type and sign the statement on the following page at the end of your findings response.

ACKNOWLEDGMENT OF APPLICANT

I certify that the forgoing statements are true and correct to the best of my knowledge and belief. I agree to fully comply with all conditions as established by the Planning Commission. I am aware that this permit becomes null and void if the use is not initiated within one-year of the date of the Planning Commission's approval; and I understand that this permit may be revoked for violation of any of the conditions of approval. I further understand that approval of this application does not exempt me from all City code requirements.



Applicant's Signature

David Johnson

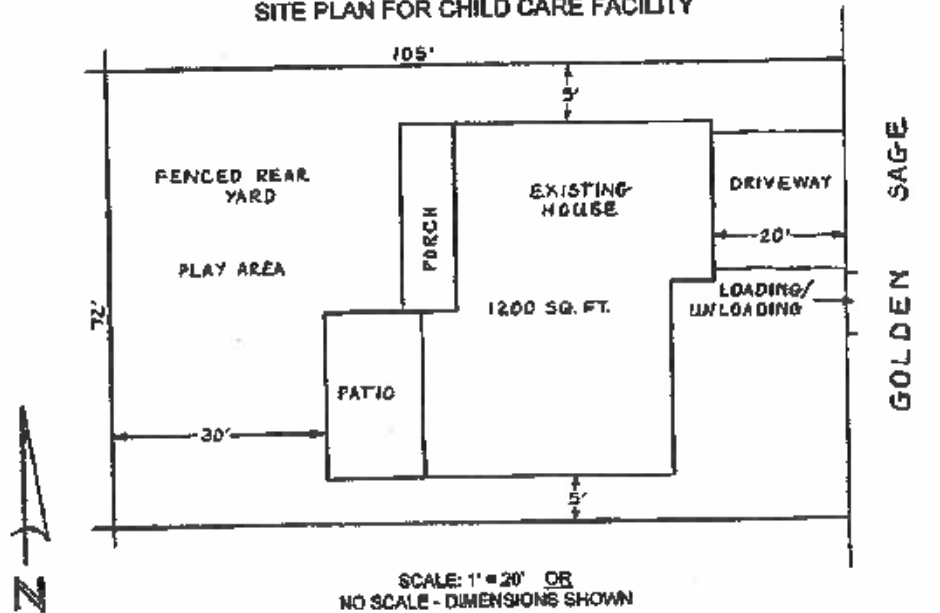
Print Name

5/3/22

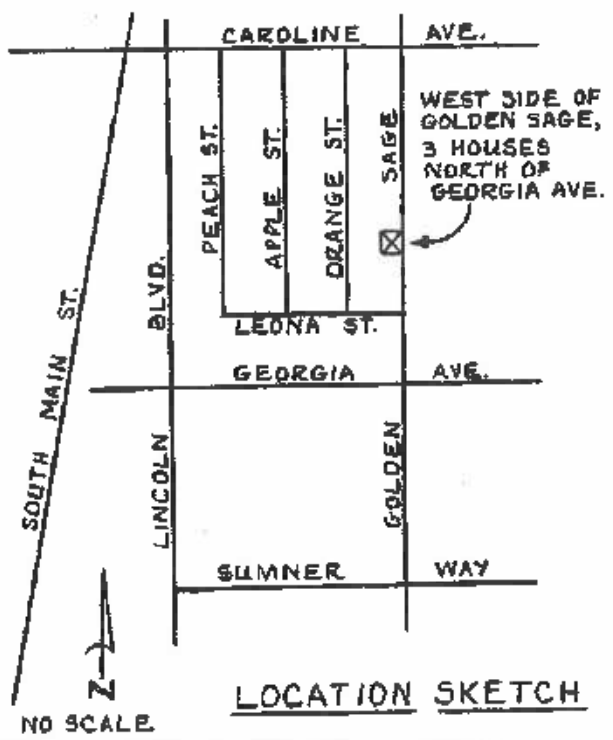
Date

**EXAMPLE
SITE PLAN**

SITE PLAN FOR CHILD CARE FACILITY



SCALE: 1" = 20' OR
NO SCALE - DIMENSIONS SHOWN



LOCATION SKETCH

OWNER: John Doe
123 Anyplace
Carson City NV 89701
(775) 333-3333

APPLICANT: SAME

REQUEST: To allow a childcare facility

LOCATION: 123 Golden Sage Drive

ZONING: Single Family 6,000 (SF6)

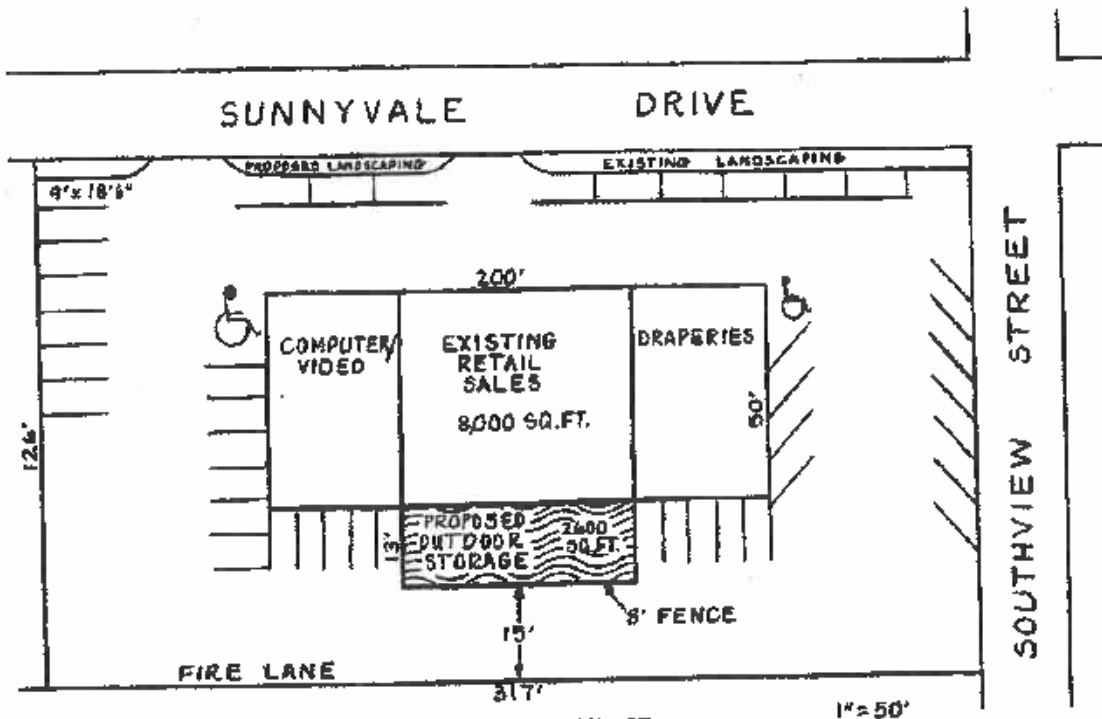
MASTER PLAN LAND USE DESIGNATION: Low Density Residential

APN: 005-215-25

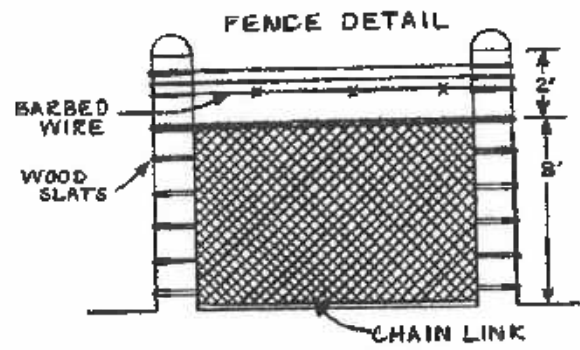
Site Plan Prepared By John Doe

**EXAMPLE
SITE PLAN**

SITE PLAN FOR COMMERCIAL OUTDOOR STORAGE



SCALE: 1" = 20' OR
NO SCALE - DIMENSIONS SHOWN



OWNER: John Doe
123 Anyplace
Carson City NV 89701
(775) 111-1111

APPLICANT: Jane Smith
345 Someplace
Carson City NV 89701
(775) 222-2222

REQUEST: To allow outdoor storage in Retail Commercial (RC) zone

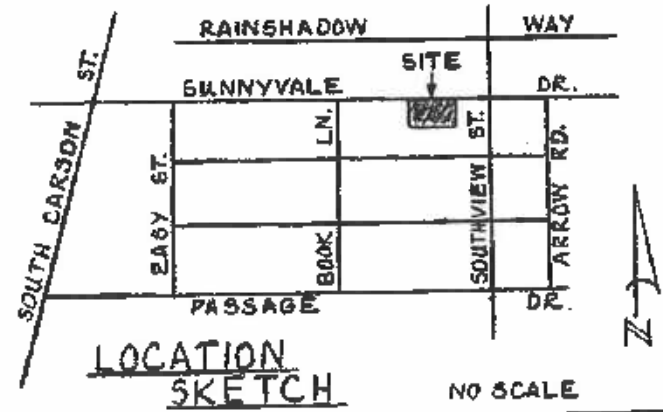
LOCATION: 123 Anyplace

ZONING: Retail Commercial (RC)

MASTER PLAN LAND USE DESIGNATION: Commercial

APN: 005-215-25

Site Plan Prepared By Jane Smith



Master Plan Policy Checklist

Special Use Permits & Major Project Reviews & Administrative Permits

PURPOSE

The purpose of a development checklist is to provide a list of questions that address whether a development proposal is in conformance with the goals and objectives of the 2006 Carson City Master Plan that are related to non-residential and multi-family residential development. This checklist is designed for developers, staff, and decision-makers and is intended to be used as a guide only.

Development Name: _____

Reviewed By: _____

Date of Review: _____

DEVELOPMENT CHECKLIST

The following five themes are those themes that appear in the Carson City Master Plan and which reflect the community's vision at a broad policy level. Each theme looks at how a proposed development can help achieve the goals of the Carson City Master Plan. A check mark indicates that the proposed development meets the applicable Master Plan policy. The Policy Number is indicated at the end of each policy statement summary. Refer to the Comprehensive Master Plan for complete policy language.

CHAPTER 3: A BALANCED LAND USE PATTERN



The Carson City Master Plan seeks to establish a balance of land uses within the community by providing employment opportunities, a diverse choice of housing, recreational opportunities, and retail services.

Is or does the proposed development:

- Meet the provisions of the Growth Management Ordinance (1.1d, Municipal Code 18.12)?
- Use sustainable building materials and construction techniques to promote water and energy conservation (1.1e, f)?
- Located in a priority infill development area (1.2a)?
- Provide pathway connections and easements consistent with the adopted Unified Pathways Master Plan and maintain access to adjacent public lands (1.4a)?

- Protect existing site features, as appropriate, including mature trees or other character-defining features (1.4c)?
- At adjacent county boundaries or adjacent to public lands, coordinated with the applicable agency with regards to compatibility, access and amenities (1.5a, b)?
- In identified Mixed-Use areas, promote mixed-use development patterns as appropriate for the surrounding context consistent with the land use descriptions of the applicable Mixed-Use designation, and meet the intent of the Mixed-Use Evaluation Criteria (2.1b, 2.2b, 2.3b, Land Use Districts, Appendix C)?
- Meet adopted standards (e.g. setbacks) for transitions between non-residential and residential zoning districts (2.1d)?
- Protect environmentally sensitive areas through proper setbacks, dedication, or other mechanisms (3.1b)?
- Sited outside the primary floodplain and away from geologic hazard areas or follows the required setbacks or other mitigation measures (3.3d, e)?
- Provide for levels of services (i.e. water, sewer, road improvements, sidewalks, etc.) consistent with the Land Use designation and adequate for the proposed development (Land Use table descriptions)?
- If located within an identified Specific Plan Area (SPA), meet the applicable policies of that SPA (Land Use Map, Chapter 8)?

CHAPTER 4: EQUITABLE DISTRIBUTION OF RECREATIONAL OPPORTUNITIES



The Carson City Master Plan seeks to continue providing a diverse range of park and recreational opportunities to include facilities and programming for all ages and varying interests to serve both existing and future neighborhoods.

Is or does the proposed development:

- Provide park facilities commensurate with the demand created and consistent with the City's adopted standards (4.1b)?
- Consistent with the Open Space Master Plan and Carson River Master Plan (4.3a)?

CHAPTER 5: ECONOMIC VITALITY



The Carson City Master Plan seeks to maintain its strong diversified economic base by promoting principles which focus on retaining and enhancing the strong employment base, include a broader range of retail services in targeted areas, and include the roles of technology, tourism, recreational amenities, and other economic strengths vital to a successful community.

Is or does the proposed development:

- Encourage a citywide housing mix consistent with the labor force and non-labor force populations (5.1j)
- Encourage the development of regional retail centers (5.2a)
- Encourage reuse or redevelopment of underused retail spaces (5.2b)?
- Support heritage tourism activities, particularly those associated with historic resources, cultural institutions and the State Capitol (5.4a)?
- Promote revitalization of the Downtown core (5.6a)?
- Incorporate additional housing in and around Downtown, including lofts, condominiums, duplexes, live-work units (5.6c)?

CHAPTER 6: LIVABLE NEIGHBORHOODS AND ACTIVITY CENTERS



The Carson City Master Plan seeks to promote safe, attractive and diverse neighborhoods, compact mixed-use activity centers, and a vibrant, pedestrian-friendly Downtown.

Is or does the proposed development:

- Use durable, long-lasting building materials (6.1a)?
- Promote variety and visual interest through the incorporation of varied building styles and colors, garage orientation and other features (6.1b)?
- Provide variety and visual interest through the incorporation of well-articulated building facades, clearly identified entrances and pedestrian connections, landscaping and other features consistent with the Development Standards (6.1c)?
- Provide appropriate height, density and setback transitions and connectivity to surrounding development to ensure compatibility with surrounding development for infill projects or adjacent to existing rural neighborhoods (6.2a, 9.3b 9.4a)?
- If located in an identified Mixed-Use Activity Center area, contain the appropriate mix, size and density of land uses consistent with the Mixed-Use district policies (7.1a, b)?
- If located Downtown:
 - Integrate an appropriate mix and density of uses (8.1a, e)?
 - Include buildings at the appropriate scale for the applicable Downtown Character Area (8.1b)?
 - Incorporate appropriate public spaces, plazas and other amenities (8.1d)?
- Incorporate a mix of housing models and densities appropriate for the project location and size (9.1a)?

CHAPTER 7: A CONNECTED CITY



The Carson City Master Plan seeks promote a sense of community by linking its many neighborhoods, employment areas, activity centers, parks, recreational

amenities and schools with an extensive system of interconnected roadways, multi-use pathways, bicycle facilities, and sidewalks.

Is or does the proposed development:

- Promote transit-supportive development patterns (e.g. mixed-use, pedestrian-oriented, higher density) along major travel corridors to facilitate future transit (11.2b)?
- Maintain and enhance roadway connections and networks consistent with the Transportation Master Plan (11.2c)?
- Provide appropriate pathways through the development and to surrounding lands, including parks and public lands, consistent with the Unified Pathways Master Plan (12.1a, c)?

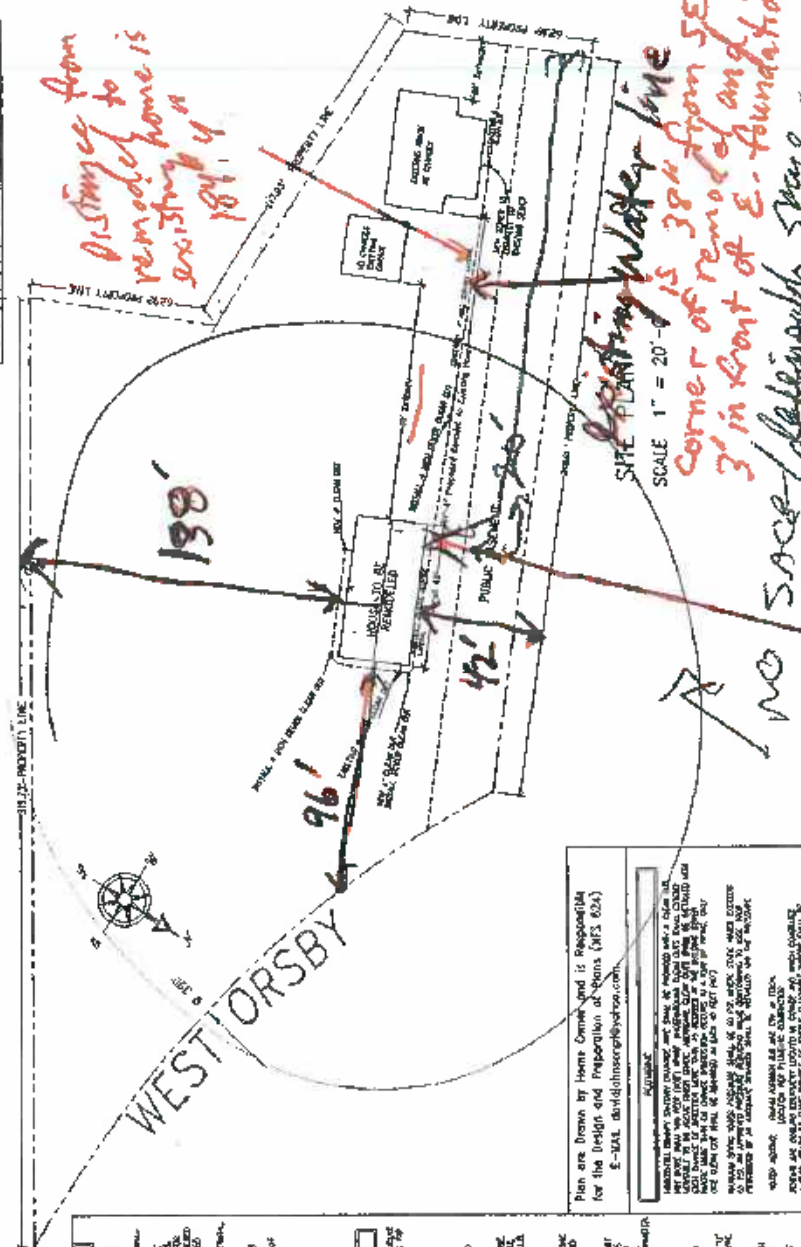
This has to be 2018 fire codes

PURPOSE OF PROJECT IS TO UPGRADE AND REMODEL EXISTING HOUSE

SHEET INDEX

SHEET	TITLE
S-0	FLOOR PLAN AND GENERAL NOTES
S-1	EXISTING FOUNDATION & EXISTING FLOOR PLAN EXISTING ROOF PLAN
S-2	EXISTING ELEVATIONS
S-3	PROPOSED FOUNDATION, FLOOR, 1ST FLOOR
S-4	PROPOSED FLOOR PLAN
S-5	PROPOSED ELEVATIONS
S-6	PROPOSED EXTERIOR VIEW SHEAR WALLS
S-7	PROPOSED STRUCTURAL DETAILS
S-8	PROPOSED CROSS SECTIONS
S-9	PROPOSED STRUCTURAL DETAILS

Professional Engineer
 License No. 10000
 State of California
 Seal of the State Board of Professional Engineers



CARRINGTON BUILDINGS DIVISION
 REFERENCED FOR CODE COMPLIANCE

Handwritten notes:
 driveway - combination of concrete & gravel
 150" x 35"
 is paved
 no space/defersh space

Plan are drawn by Home Connect and is Responsible for the Design and Preparation of Plans (SFS 624) E-1441 andidh@homeconnect.com

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED EXCEPT WHERE SHOWN OTHERWISE. IT IS THE POLICY OF THE NATIONAL ARCHIVE TO MAKE ALL INFORMATION CONTAINED HEREIN AVAILABLE TO THE PUBLIC. FOR MORE INFORMATION CONTACT NATIONAL ARCHIVE AT 866-835-2643.

GENERAL REQUIREMENTS

The applicant shall submit to the City Engineer for review and approval all plans, specifications, and details for the proposed project. The applicant shall also submit a copy of the proposed project to the City Engineer for review and approval. The applicant shall also submit a copy of the proposed project to the City Engineer for review and approval.

NOTICE TO CONTRACTOR

The contractor shall be responsible for obtaining all necessary permits and approvals for the proposed project. The contractor shall also be responsible for ensuring that all work is completed in accordance with the approved plans and specifications. The contractor shall also be responsible for ensuring that all work is completed in accordance with the approved plans and specifications.

PROJECT ADDRESS: 1555 KINGS CANYON RD

OWNER: DAVID JOHNSON

PHONE: 775-951-4852

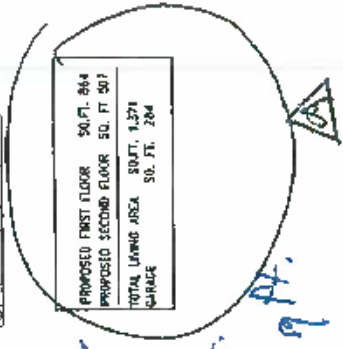
PARCEL # 009-04-18 LOT 44,202 SQ. FT.

DRAWN BY: DAVID JOHNSON

SCALE: AS SHOWN



CARSON CITY BUILDING DIVISION
"REVERED FOR SCHEME COMPLIANCE"
BY: [Signature]



The previous
existing 59 ft. ft.
was 86 ft 9 ft.
ground 84 ft 9 ft.

WINDOW SCHEDULE

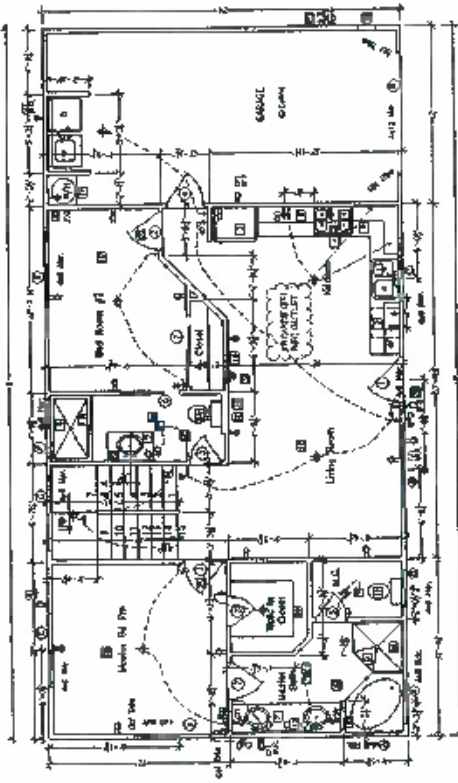
NO.	SIZE	TYPE	GLASS	FINISH
1	2'-0" x 3'-0"	Double Hung	Low E	White
2	2'-0" x 3'-0"	Double Hung	Low E	White
3	2'-0" x 3'-0"	Double Hung	Low E	White
4	2'-0" x 3'-0"	Double Hung	Low E	White
5	2'-0" x 3'-0"	Double Hung	Low E	White
6	2'-0" x 3'-0"	Double Hung	Low E	White
7	2'-0" x 3'-0"	Double Hung	Low E	White
8	2'-0" x 3'-0"	Double Hung	Low E	White
9	2'-0" x 3'-0"	Double Hung	Low E	White
10	2'-0" x 3'-0"	Double Hung	Low E	White
11	2'-0" x 3'-0"	Double Hung	Low E	White
12	2'-0" x 3'-0"	Double Hung	Low E	White
13	2'-0" x 3'-0"	Double Hung	Low E	White
14	2'-0" x 3'-0"	Double Hung	Low E	White
15	2'-0" x 3'-0"	Double Hung	Low E	White
16	2'-0" x 3'-0"	Double Hung	Low E	White
17	2'-0" x 3'-0"	Double Hung	Low E	White
18	2'-0" x 3'-0"	Double Hung	Low E	White
19	2'-0" x 3'-0"	Double Hung	Low E	White
20	2'-0" x 3'-0"	Double Hung	Low E	White

DOOR SCHEDULE

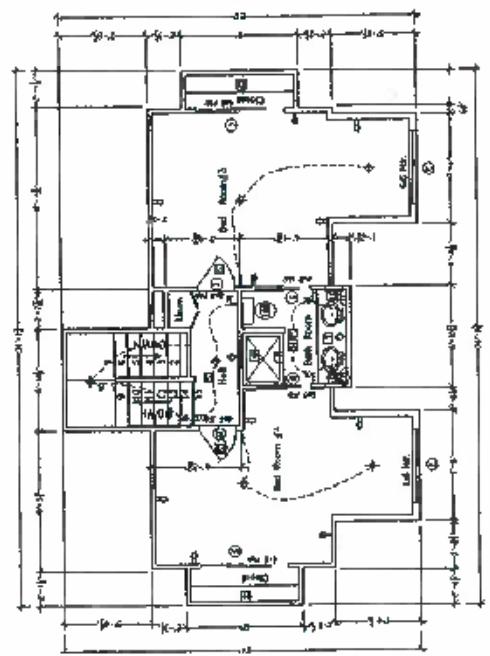
NO.	TYPE	FINISH	GLASS
1	6'-0" x 2'-0"	White	None
2	6'-0" x 2'-0"	White	None
3	6'-0" x 2'-0"	White	None
4	6'-0" x 2'-0"	White	None
5	6'-0" x 2'-0"	White	None
6	6'-0" x 2'-0"	White	None
7	6'-0" x 2'-0"	White	None
8	6'-0" x 2'-0"	White	None
9	6'-0" x 2'-0"	White	None
10	6'-0" x 2'-0"	White	None
11	6'-0" x 2'-0"	White	None
12	6'-0" x 2'-0"	White	None
13	6'-0" x 2'-0"	White	None
14	6'-0" x 2'-0"	White	None
15	6'-0" x 2'-0"	White	None
16	6'-0" x 2'-0"	White	None
17	6'-0" x 2'-0"	White	None
18	6'-0" x 2'-0"	White	None
19	6'-0" x 2'-0"	White	None
20	6'-0" x 2'-0"	White	None

FLOOR PLAN NOTES

1. ALL DIMENSIONS ARE IN FEET AND INCHES.
2. ALL WALLS ARE 8" CMU UNLESS NOTED OTHERWISE.
3. ALL FLOORS ARE 4" CONCRETE ON 2" GYPSUM BOARD UNLESS NOTED OTHERWISE.
4. ALL ROOFS ARE 2" POLYSTYRENE INSULATION ON 4" CONCRETE UNLESS NOTED OTHERWISE.
5. ALL CEILING ARE 5'0" UNLESS NOTED OTHERWISE.
6. ALL INTERIORS ARE TO BE FINISHED WITH 1/2" GYPSUM BOARD UNLESS NOTED OTHERWISE.
7. ALL EXTERIORS ARE TO BE FINISHED WITH 1/2" GYPSUM BOARD UNLESS NOTED OTHERWISE.
8. ALL WINDOWS ARE TO BE DOUBLE HUNG UNLESS NOTED OTHERWISE.
9. ALL DOORS ARE TO BE 6'0" x 2'0" UNLESS NOTED OTHERWISE.
10. ALL STAIRS ARE TO BE 8'0" x 8'0" UNLESS NOTED OTHERWISE.
11. ALL HALLWAYS ARE TO BE 8'0" x 8'0" UNLESS NOTED OTHERWISE.
12. ALL BATHS ARE TO BE 5'0" x 7'0" UNLESS NOTED OTHERWISE.
13. ALL KITCHENS ARE TO BE 10'0" x 10'0" UNLESS NOTED OTHERWISE.
14. ALL LIVING AREAS ARE TO BE 12'0" x 12'0" UNLESS NOTED OTHERWISE.
15. ALL BED ROOMS ARE TO BE 12'0" x 12'0" UNLESS NOTED OTHERWISE.
16. ALL GARAGES ARE TO BE 20'0" x 20'0" UNLESS NOTED OTHERWISE.
17. ALL PORCHES ARE TO BE 8'0" x 8'0" UNLESS NOTED OTHERWISE.
18. ALL PATIOS ARE TO BE 8'0" x 8'0" UNLESS NOTED OTHERWISE.
19. ALL DECKS ARE TO BE 8'0" x 8'0" UNLESS NOTED OTHERWISE.
20. ALL STAIRS ARE TO BE 8'0" x 8'0" UNLESS NOTED OTHERWISE.



PROPOSED FIRST FLOOR
SCALE 1/8" = 1'-0"



PROPOSED SECOND FLOOR
SCALE 1/8" = 1'-0"

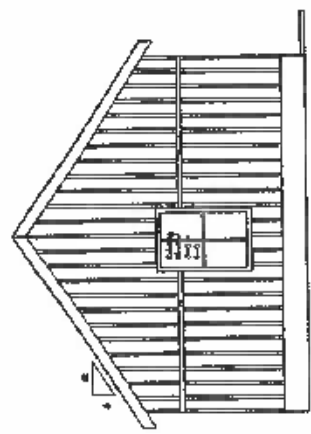
PROJECT ADDRESS: 1555 KNIGS CANYON RD
OWNER: DAVID JOHNSON
PHONE: 775-351-4852

PARCEL #: 009-04-18
DATE: 01/17/2019
DRAWN BY: DAVID JOHNSON
AS SHOWN: SCALE

EXISTING ELEVATIONS
SCALE: 1/8" = 1'-0"

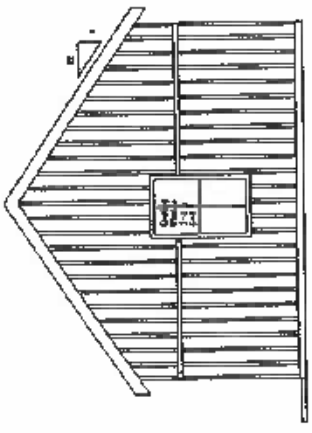


CARSON CITY BUILDING DIVISION
"REVIEWED FOR CODE COMPLIANCE"
01/20/2019 10:58 AM



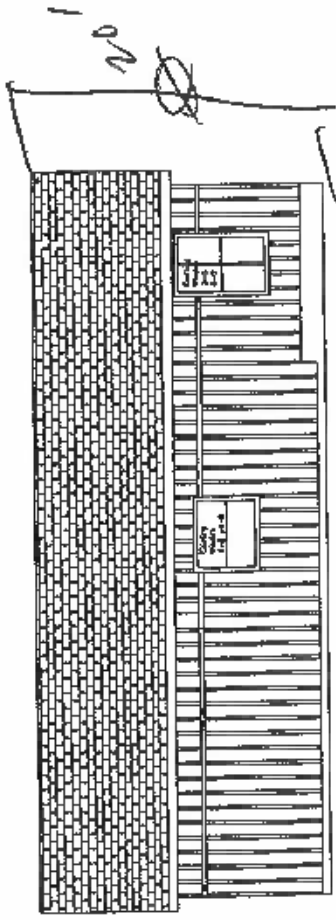
EXISTING EAST ELEVATION (LEFT)
SCALE: 1/8" = 1'-0"

EXISTING WEST ELEVATION (RIGHT)
SCALE: 1/8" = 1'-0"

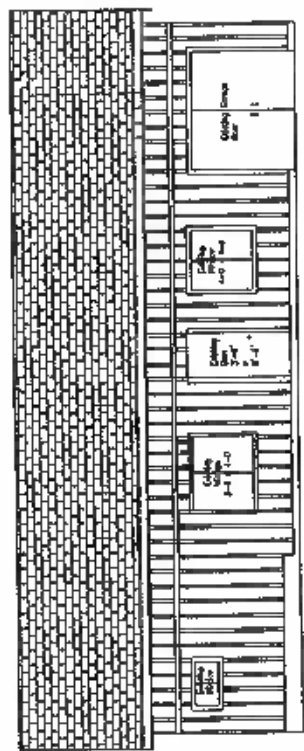


NOTES:
1. ALL DIMENSIONS TO FACE UNLESS NOTED OTHERWISE.
2. REFER TO SHEET 2-6 FOR FOUNDATION DETAILS.
3. REFER TO SHEET 2-7 FOR ROOFING DETAILS.
4. REFER TO SHEET 2-8 FOR INTERIOR FINISHES.
5. REFER TO SHEET 2-9 FOR MECHANICAL SYSTEMS.
6. REFER TO SHEET 2-10 FOR ELECTRICAL SYSTEMS.
7. REFER TO SHEET 2-11 FOR PLUMBING SYSTEMS.
8. REFER TO SHEET 2-12 FOR EXTERIOR FINISHES.
9. REFER TO SHEET 2-13 FOR INTERIOR PARTITIONS.
10. REFER TO SHEET 2-14 FOR EXTERIOR PARTITIONS.
11. REFER TO SHEET 2-15 FOR EXTERIOR STAIRS.
12. REFER TO SHEET 2-16 FOR EXTERIOR RAMP.

NOTES:
1. ALL DIMENSIONS TO FACE UNLESS NOTED OTHERWISE.
2. REFER TO SHEET 2-6 FOR FOUNDATION DETAILS.
3. REFER TO SHEET 2-7 FOR ROOFING DETAILS.
4. REFER TO SHEET 2-8 FOR INTERIOR FINISHES.
5. REFER TO SHEET 2-9 FOR MECHANICAL SYSTEMS.
6. REFER TO SHEET 2-10 FOR ELECTRICAL SYSTEMS.
7. REFER TO SHEET 2-11 FOR PLUMBING SYSTEMS.
8. REFER TO SHEET 2-12 FOR EXTERIOR FINISHES.
9. REFER TO SHEET 2-13 FOR INTERIOR PARTITIONS.
10. REFER TO SHEET 2-14 FOR EXTERIOR PARTITIONS.
11. REFER TO SHEET 2-15 FOR EXTERIOR STAIRS.
12. REFER TO SHEET 2-16 FOR EXTERIOR RAMP.



EXISTING SOUTH ELEVATION (NEAR)
SCALE: 1/8" = 1'-0"



EXISTING NORTH ELEVATION (FROM)
SCALE: 1/8" = 1'-0"

CARSON CITY BUILDING DIVISION
 "REVIEWED FOR CODE COMPLIANCE"
 04/28/2014

I, the undersigned, hereby certify that the above described plans were prepared by me or under my direct supervision and that I am a duly licensed architect or engineer in the State of Nevada.

I, the undersigned, hereby certify that the above described plans were prepared by me or under my direct supervision and that I am a duly licensed architect or engineer in the State of Nevada.

NEW WINDOW SCHEDULE

NO.	TYPE	SIZE	MATERIAL	FINISH
1	DOUBLE HUNG	3'-0" x 4'-0"	WOOD	PAINT
2	DOUBLE HUNG	3'-0" x 4'-0"	WOOD	PAINT
3	DOUBLE HUNG	3'-0" x 4'-0"	WOOD	PAINT
4	DOUBLE HUNG	3'-0" x 4'-0"	WOOD	PAINT
5	DOUBLE HUNG	3'-0" x 4'-0"	WOOD	PAINT
6	DOUBLE HUNG	3'-0" x 4'-0"	WOOD	PAINT
7	DOUBLE HUNG	3'-0" x 4'-0"	WOOD	PAINT
8	DOUBLE HUNG	3'-0" x 4'-0"	WOOD	PAINT
9	DOUBLE HUNG	3'-0" x 4'-0"	WOOD	PAINT
10	DOUBLE HUNG	3'-0" x 4'-0"	WOOD	PAINT

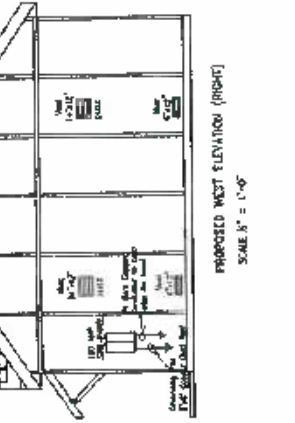
FINISH FLOOR FINISH
 1. 1/2" GYP BOARD
 2. 1/2" GYP BOARD
 3. 1/2" GYP BOARD
 4. 1/2" GYP BOARD
 5. 1/2" GYP BOARD
 6. 1/2" GYP BOARD
 7. 1/2" GYP BOARD
 8. 1/2" GYP BOARD
 9. 1/2" GYP BOARD
 10. 1/2" GYP BOARD

FINISH CEILING FINISH
 1. 1/2" GYP BOARD
 2. 1/2" GYP BOARD
 3. 1/2" GYP BOARD
 4. 1/2" GYP BOARD
 5. 1/2" GYP BOARD
 6. 1/2" GYP BOARD
 7. 1/2" GYP BOARD
 8. 1/2" GYP BOARD
 9. 1/2" GYP BOARD
 10. 1/2" GYP BOARD

FINISH WALL FINISH
 1. 1/2" GYP BOARD
 2. 1/2" GYP BOARD
 3. 1/2" GYP BOARD
 4. 1/2" GYP BOARD
 5. 1/2" GYP BOARD
 6. 1/2" GYP BOARD
 7. 1/2" GYP BOARD
 8. 1/2" GYP BOARD
 9. 1/2" GYP BOARD
 10. 1/2" GYP BOARD

FINISH ROOF FINISH
 1. 1/2" GYP BOARD
 2. 1/2" GYP BOARD
 3. 1/2" GYP BOARD
 4. 1/2" GYP BOARD
 5. 1/2" GYP BOARD
 6. 1/2" GYP BOARD
 7. 1/2" GYP BOARD
 8. 1/2" GYP BOARD
 9. 1/2" GYP BOARD
 10. 1/2" GYP BOARD

FINISH EXTERIOR FINISH
 1. 1/2" GYP BOARD
 2. 1/2" GYP BOARD
 3. 1/2" GYP BOARD
 4. 1/2" GYP BOARD
 5. 1/2" GYP BOARD
 6. 1/2" GYP BOARD
 7. 1/2" GYP BOARD
 8. 1/2" GYP BOARD
 9. 1/2" GYP BOARD
 10. 1/2" GYP BOARD



Special Use Permit Application Findings

- 1) will be consistent with the objectives of the Master Plan elements.
- Chapter 3 - A balanced land use pattern
This is not a development, but a re-model of an existing home - two dormers were added resulting in additional square feet. It is a two story home in a neighborhood of two story homes.
- 2) The home will not be detrimental to the neighborhood - as it was. Prior to the remodel, the home was abandoned and used for storage. Once done it will be consistent with the neighborhood. The home will increase the value in the community.
- 3) There will be no change on vehicular or pedestrian traffic. It will be a single family home on a dead end street.
- 4) Existing public services & facilities will not be stressed. The home will have the appropriate defensible space, the water pressure to the home is 90 psi, and, since the local sewer does not extend to the home, the sewage will be pumped via a lateral connecting to any other existing home. This home is already connected to the disposal trunk line.

5) Meets the definition...

The remodel is of an existing home on a property that is 1201 acres in size, that was allowed to have two homes on it.

6) Will not be detrimental...

The home will no longer be an eyesore at the end of Ormsby Street, where people ~~take~~ park to hike the "C-hill".

7) Will not result in material damage...

It will raise property values in the neighborhood.

Additional information:

Basically, I had previously had an approved permit for this project a few months prior to Covid. Things were moving along on it as the framing, sheathing, foundation, and roofing inspections have all been passed by the building department. During Covid 19 - it was hard to find plumbers and electricians within my budget, I, myself, got covid. Since I work as a physical therapist, work volume increased because of the influx of Covid 19 patients. Following this - there were the supply

chain issues which further slowed the project.

I would just like the original permit approved again so that I can get the remodel done. Apparently, the reason for the special use permit is the ≈ 500 square feet of upstairs that seems to have been missed during the previous permitting process. I would like to get this project completed before the end of the year.

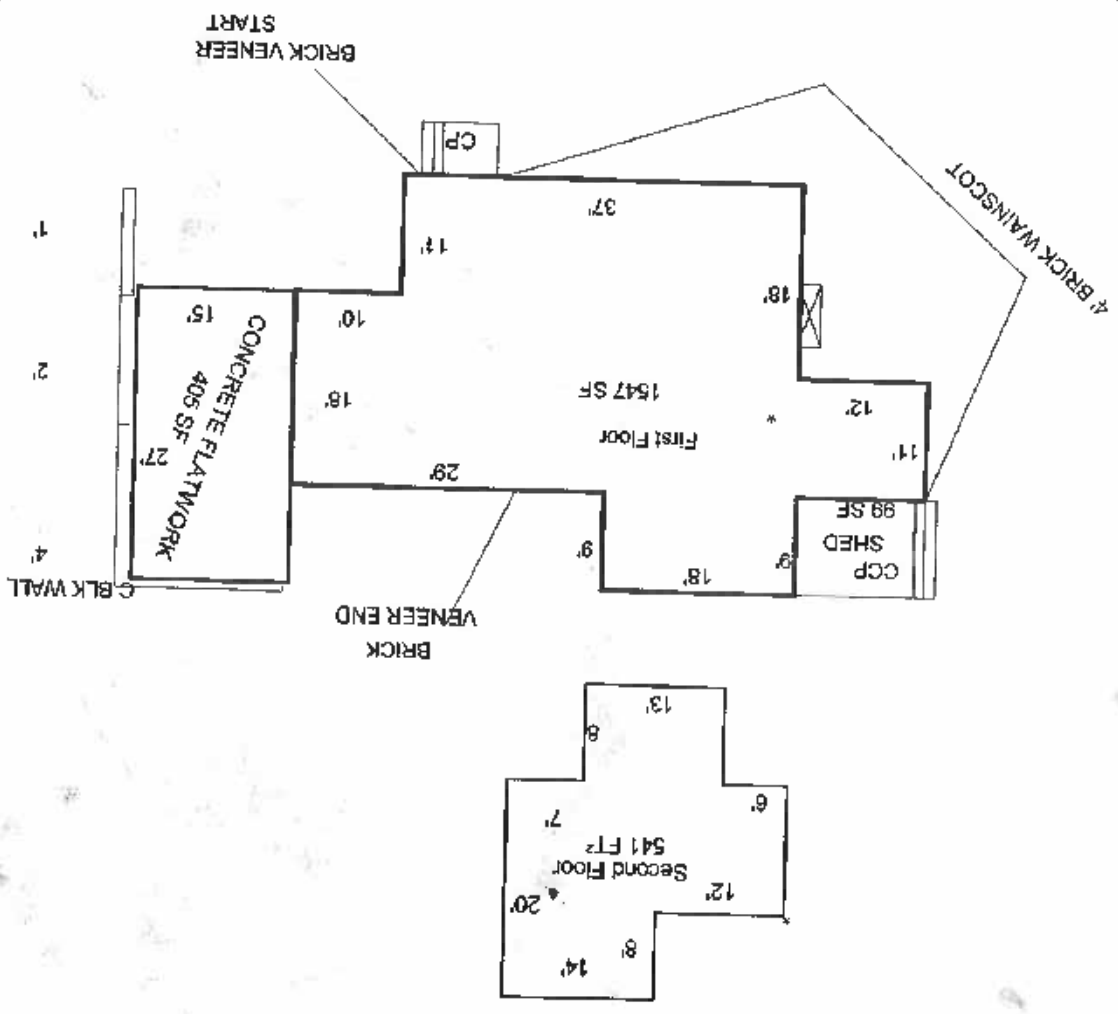
Thank you,


David Johnson

SKETCH/AREA TABLE ADDENDUM

Case No 6/8/02 Property Address 1555 W KING File No 9-014-18

Appraiser Name _____
 Lender/Client _____
 Borrower _____
 City _____ State _____ Zip _____



AREA CALCULATIONS SUMMARY

Code	Description	Factor	Size	Perimeter	Totals
GLA1	First Floor	1.00	1547	194	1547
GLA2	Second Floor	1.00	541	110	541
Z/P	CCP	1.00	99	40	99
	CP	1.00	25	20	25
	CONCRETE FLATWORK	1.00	405	84	405
					124
					405
					1547

LIVING AREA BREAKDOWN

Breakdown		Subtotals	
First Floor	18 x 47	846	
	11 x 37	407	
	9 x 18	162	
Second Floor	11 x 12	132	
	9 x 13	117	
	12 x 26	312	
	8 x 14	112	
7 Areas Total (rounded)		2088	

AREA CALCULATIONS

IMPROVEMENTS SKETCH

SUBJECT

Parcel No 009-014-18

Property Address 1555 W King St

City Carson City

Site NV

Zip 89701

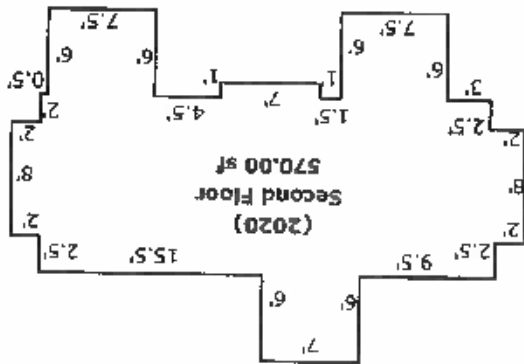
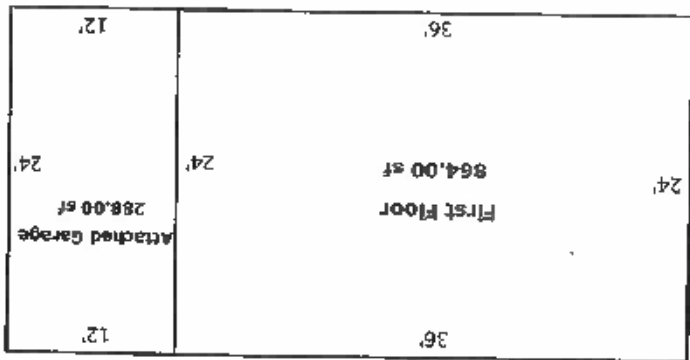
Owner

Client

Appraiser Name Carson City Assessor's Office

SKETCH/AREA TABLE ADDENDUM

File No 2020000418RE - 2743



AREA CALCULATIONS SUMMARY

Code	Description	Factor	Net Size	Perimeter	Net Totals
SF 1STORONE STORY	SF 1STORONE STORY	1.00	864.0000	120.00	864.0000
SF 2STORONE STORY	SF 2STORONE STORY	1.00	570.0000	135.00	570.0000
MSR 701 ATTACHED GARAGE	MSR 701 ATTACHED GARAGE	1.00	288.0000	72.00	288.0000
					1434

Comment Table 1

Comment Table 2
Comment Table 3

Scale: 1" = 23'

VALUE POSTING INPUT SHEET

BATCH #

BATCH DATE

PARCEL # 9-014-18

LOCATION: # 1555 W KING ST

STREET OR ROAD

DIR W

add'l apts

PARCEL SQ FT

PROPERTY NAME:

LAND NEW THIS YEAR:

SUPPL:

AFTER RIGHT ACRES

LAND VALUE:

UNITS:

Single-Family Detached 2

Single-Family Attached

Multi-Family Units

Mobile Homes

Non-Dwelling Units 4

MH Hookups

Wells

Septics

Residence Sq. Ft. 2028

SE/APPRaisal DATA:

Land Use Code

Zoning Code(s)

Appraisal Group

Orig. Constr. Yr. 1950

310

04

1950

Special Prop

Factorial Group

Weighted Const. Yr.

Discount

GROUP IMP DESCRIPTION

RES A

YEAR BUILT 1950

DIMENSIONS -

COUNT/SIZE 2088

FOUNDATION CONC

WALL TYPE Fam/ply

ROOF TYPE GABLE

ROOF COVER (DMP SHINGLE)

INTERIOR FIN

TABLE 3.0

CLASS

CATEGORY

UNIT COST #

MULTIPLIER

LUMP SUM

DATE

FOR YEAR 03/04

APPRaiser

NEW THIS YR N S

REMARKS:

IMPROVEMENT DESCRIPTION

DET GARAGE

YEAR BUILT 1950

DIMENSIONS 20 x 20

COUNT/SIZE 400

FOUNDATION CONC

WALL TYPE Fam/ply

ROOF TYPE GABLE

ROOF COVER WOOD SHINGLE

INTERIOR UNFIN

TABLE

CLASS

CATEGORY

UNIT COST #

MULTIPLIER

LUMP SUM

DATE

FOR YEAR

APPRaiser

NEW THIS YR N S

REMARKS:

IMPROVEMENT DESCRIPTION

RES B

YEAR BUILT 1950

DIMENSIONS 24 x 38

COUNT/SIZE 912

FOUNDATION CONC

WALL TYPE Fam/ply

ROOF TYPE GABLE

ROOF COVER WOOD SHINGLE

INTERIOR FIN

TABLE

CLASS

CATEGORY

UNIT COST #

MULTIPLIER

LUMP SUM

DATE

FOR YEAR

APPRaiser

NEW THIS YR N S

REMARKS:

IMPROVEMENT DESCRIPTION

ATT GARAGE

YEAR BUILT 1950

DIMENSIONS 10 x 24

COUNT/SIZE 240

FOUNDATION SAME

WALL TYPE

ROOF TYPE

ROOF COVER

INTERIOR UNFIN

TABLE

CLASS

CATEGORY

UNIT COST #

MULTIPLIER

LUMP SUM

DATE

FOR YEAR

APPRaiser

NEW THIS YR N S

REMARKS:

Structure: SINGLE FAMILY RES #1 Totals

Tax Year: 2022
Parcel: 009-014-18

Section: Main Home	Units	Unit Cost
Basic Residence	2,088 Sq.Ft.	\$4.72
Forced Air Furnace	1,462 Sq.Ft.	\$73.28
Frame, Siding	626 Sq.Ft.	\$77.99
Vener, Brick	2,088 Sq.Ft.	\$2.97
Composition Shingle	8 Units	\$1,742.26
Plumbing Fixtures	1 Units	\$712.21
Plumbing Rough-ins	1 Units	\$5,856.57
Single 2-Story Fireplace	124 Sq.Ft.	\$25.77
Basic Residence Subtotal		\$9,855.00
Additional Features		\$3,195.00
Slab Porch with Roof		\$3,195.00
Additional Features Subtotal		\$3,195.00
Basic Residence	2,088 Sq.Ft.	\$10.91
Raised Subfloor	2,088 Units	\$5.04
Automatic Floor Cover Allowance	1 Units	\$4,120.20
Automatic Appliance Allowance		\$4,120.00
Basic Residence Subtotal		\$37,424.00
Less Depreciation		
Combined Depreciation	75.0 Percent	(\$174,855.00)
Less Depreciation Subtotal		(\$174,855.00)
Main Home Repl. Cost New	2,088 Sq.Ft.	\$111.66
Main Home Depreciation	2,088 Sq.Ft.	(\$63.74)
Main Home Miscellaneous	0 Units	\$0.00
Main Home RCN Less Depr.	2,088 Sq.Ft.	\$27.91
Main Home Repl. Cost New Subtotal		\$233,139.00
Structure Totals		
Replacement Cost New	2,088 Sq.Ft.	\$111.66
Depreciation	2,088 Sq.Ft.	(\$63.74)
Miscellaneous	0 Units	\$0.00
RCN Less Depreciation	2,088 Sq.Ft.	\$27.91
Non MS Outbuildings	0 Sq.Ft.	\$0.00
Total Structure Cost	2,088 Sq.Ft.	\$27.91

Marshall and Swift Residential Structure
Structure: SITE IMPROVEMENTS #1 Totals

Outbuildings	Units	Unit Cost
STEPS-CONCRETE	18 Linear F	\$47.04
SHEED-CONC BLOCK	135 Sq.Ft.	\$29.50
ORNAMENTAL IRON FENCE PER SF	36 Sq.Ft.	\$19.52
FLATWORK-BLOCK IN SAND	280 Sq.Ft.	\$9.36
BLACKTOP (0-749 SF)	400 Sq.Ft.	\$4.01
STEPS-BRICK	10 Linear F	\$61.44
VENEER/WAINS-BRICK	780 Sq.Ft.	\$14.59
CONCRETE OPEN PORCH-RESIDENCE	18 Sq.Ft.	\$10.37
SHEED-CONC BLOCK	315 Sq.Ft.	\$29.50
FLATWORK-CONCRETE 3" (0-999SF)	405 Sq.Ft.	\$5.57
WALL-CONC BLK 6"	160 Sq.Ft.	\$13.82
DET GARAGE PLY OR HARDBOARD QUAL 1.	400 Sq.Ft.	\$44.28
Outbuildings Subtotal	2,957 Sq.Ft.	\$48.81
		\$14,220.00

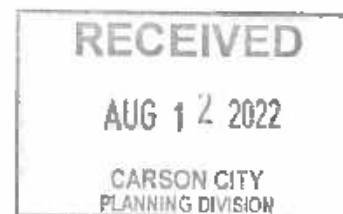
Marshall and Swift Residential Structure
Structure: SINGLE FAMILY RES #2 Totals

Section: Main Home	Units	Unit Cost
Basic Residence	1,434 Sq.Ft.	\$4.10
Forced Air Furnace	1,434 Sq.Ft.	\$1.95
Composition Shingle	14 Units	\$1,106.57
Pumbing Fixtures	864 Sq.Ft.	\$5.74
Slab on Grade	1,434 Units	\$2.60
Automatic Floor Cover Allowance	1 Units	\$1,812.89
Automatic Appliances Allowance	1,434 Sq.Ft.	\$65.68
Frame, Plywood	570 Sq.Ft.	\$8.89
Raised Subfloor	1 Units	\$565.06
Pumbing Rough-ins		\$5,067.00
Basic Residence Subtotal		\$134,484.00
Less Depreciation		
Combined Depreciation	70.5 Percent	(\$94,810.00)
Additional Functional Depreciation	13.6 Percent	(\$18,250.00)
Less Depreciation Subtotal		(\$113,060.00)
Main Home Repl. Cost New	1,434 Sq.Ft.	\$93.78
Main Home Depreciation	1,434 Sq.Ft.	(\$78.84)
Main Home Miscellaneous	0 Units	\$0.00
Main Home RCN Less Depr.	1,434 Sq.Ft.	\$14.94
Main Home Repl. Cost New Subtotals		\$134,484.00
Main Home Repl. Cost New	1,434 Sq.Ft.	\$93.78
Main Home Depreciation	1,434 Sq.Ft.	(\$78.84)
Main Home Miscellaneous	0 Units	\$0.00
Main Home RCN Less Depr.	1,434 Sq.Ft.	\$14.94
Main Home Repl. Cost New Subtotals		\$134,484.00
Replacement Cost New	1,434 Sq.Ft.	\$93.78
Depreciation	1,434 Sq.Ft.	(\$78.84)
Miscellaneous	0 Units	\$0.00
RCN Less Depreciation	1,434 Sq.Ft.	\$14.94
Non MS Outbuildings	0 Sq.Ft.	\$0.00
Total Structure Cost:	1,434 Sq.Ft.	\$14.94
Replacement Cost New	1,434 Sq.Ft.	\$134,484.00
Depreciation	1,434 Sq.Ft.	(\$113,060.00)
Miscellaneous	0 Units	\$0.00
RCN Less Depreciation	1,434 Sq.Ft.	\$21,424.00
Non MS Outbuildings	0 Sq.Ft.	\$0.00
Total Structure Cost:	1,434 Sq.Ft.	\$21,424.00

Structure Totals

Marshall and Swift Residential Structure
Structure: SITE IMPROVEMENTS #2 Totals

Outbuildings	Units	Unit Cost
ATT GARAGE PLY OR HARDBOARD QUAL 1-	240 Sq Fl.	\$31.89
Outbuildings Subtotal	240 Sq Fl.	\$9.41
		\$2,258.00



August 12, 2022

RESPONSE TO OFFICIAL NOTICE OF PUBLIC HEARING

RE: LU-2022-0258/Applicant, David A. Johnson

There are many well-maintained and desirable residential areas in Carson City and we were fortunate to find a lovely home at 1525 Kings Canyon Road when we moved to Northern Nevada 24 years ago. We take pride in our home and are pleased that most of our neighbors have taken the same approach to their homes and property. Our property backs up to a private lane consisting of four homes, one of which belongs to David Johnson. There was also an old single story structure on Mr. Johnson's property which was historically used for storage. That structure is now in the process of being turned into a rental property which will house multiple individuals. As local homeowners are aware, this area of Carson City is zoned for single family homes.

With that knowledge in mind, we were initially surprised and dismayed that the city had approved Mr. Johnson's plan to turn a small dilapidated structure which was being used as a type of shed into a two-story rental for an unknown number of people. Among the negatives we foresee are the nature and turnover of renters, the affect on property values, parking issues and the overall increase in activity in our quiet neighborhood.

Now that Mr. Johnson's plan is being revisited, we can only hope that the Board of Supervisors will give some thought to the homeowners, the area, the zoning, and the impact of this ill-conceived endeavor on Mr. Johnson's part. Perhaps the initial special use permit should not have been issued when the project was approved the first time around.

Thank you.

Two handwritten signatures in black ink. The first signature is "Martin J. Fischer" and the second is "Andrea R. Fischer".

Martin J. Fischer and Andrea R. Fischer

1525 Kings Canyon Road

Carson City NV 89703

775/883-4066

OFFICIAL NOTICE OF PUBLIC HEARING



You are hereby notified that the Carson City Board of Supervisors will conduct a public hearing on Thursday, August 18, 2022, regarding the item noted below. The meeting will commence at 8:30 AM. The meeting will be held in the Carson City Community Center, Robert "Bob" Crowell Board Room, 851 East William Street, Carson City, Nevada.

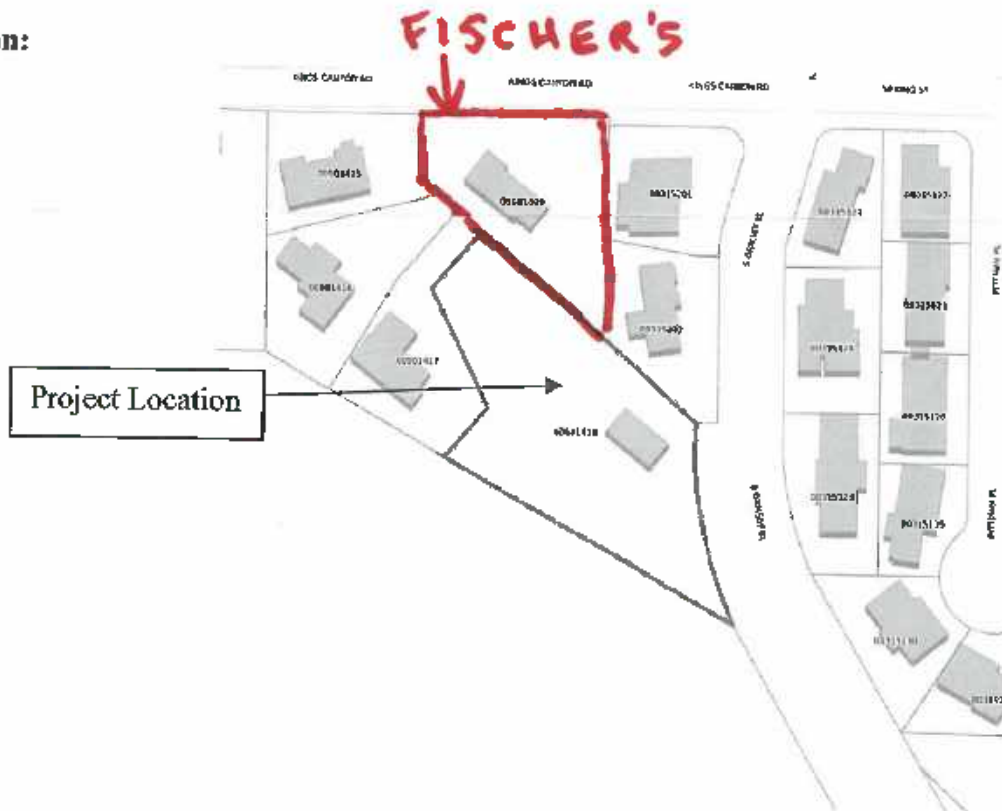
SUBJECT LU-2022-0258 For Possible Action: Discussion and possible action regarding an appeal by the applicant, David A. Johnson, ("Applicant") of the Planning Commission's decision to approve a special use permit to allow for a guest building greater than 700 square feet in size on a property zoned Single Family Residential – 6,000 Square Feet ("SF6") located at 1555 Kings Canyon Road, Assessor's Parcel Number ("APN") 009-014-18. (Heather Manzo, hmanzo@carson.org)

Staff Summary: On June 29, 2022 the Planning Commission approved a request for a special use permit for a guest building, subject to conditions of approval. A guest building requires a special use permit within the SF6 use district. The Applicant submitted an appeal of the Planning Commission's decision under CCMC 18.02.060 (Appeals) appealing the approval of condition number 6 which requires the recordation of a deed restriction stating the guest building will be occupied by family member(s) of the primary residence and their non-paying guests, and shall not be rented. The Board of Supervisors may affirm, modify or reverse the decision of the Planning Commission.

The application materials are available for public review at the Planning Division, 108 E Proctor Street, Carson City, Nevada, 89701. If you have questions related to this application, you may contact Heather Ferris, Planning Manager, at 775-283-7080 (hferris@carson.org). Staff reports are available approximately six days prior to the Board of Supervisors meeting or online at <https://www.carson.org/government/city-meetings-live-broadcast-and-archives/agendas> under Board of Supervisors Agenda with Supporting Materials.

The public may provide public comment in advance of a meeting by written submission to the following email address: planning@carson.org or via mail to the Planning Division at 108 E. Proctor St., Carson City, NV 89701. For inclusion or reference in the minutes of the meeting, your public comment must include your full name and be received by the Planning Division not later than 3:00 p.m. the day before the meeting.

Location:



Date: 8/17/2022

To: Carson City Board of Supervisors

Subject: Comment on Public Hearing, LU-2022-0258 (applicant: David A. Johnson)

My family has lived at 1521 Kings Canyon Road for approximately 35 years and have appreciated the immediate area and neighbors, most of whom, up to recently at least, have also been long term residents. The property that is the subject of this Planning Commission appeal is unique from others in the area in that it has a separate guest house. It was my understanding that, in the past, this building was used, for a period of time, at least, as a classic guest house. The occupant was a long-term resident well known to the owner and to us in the local community. The current request appears to change the status of this building to a rental unit but still maintaining the current "guest house" status. This hybrid status begins to shift the nature of this neighborhood which has traditionally consisted of single-family residences only. Starting down this slippery slope would provide precedence for the possible similar rental of other structures on local properties, causing, over time, mission creep of the original intent to define this as a single-family residence area. We therefore support the Planning Commission recommendation of subdividing the property such that the building becomes a stand-alone single-family residence, consistent with the rest of the immediate area and could presumably then be legally rented.

There has been precedence for shorter term renters living in a room in a home in the community. Since they shared facilities with the homeowner, people incompatible with the owner and, by extension, the neighborhood seem to have been weeded out and we have had no issues with this self-regulating arrangement. This new scenario removes these guard rails. We understand that we would not be in the renter approval loop, but there are some items that could be done to encourage a positive outcome. In addition to the above discussed subdivision of the property, we suggest that a confirmation be made that the layout of this rebuilt construction is per plan and consistent with a single-family residence and not for some other commercial use. Also, we would expect that future conversion into a multiplex or dormitory-type configuration deviating from a single-family residence layout would be precluded. Since the open area west of this and other neighboring properties has a wildfire history, we request that

adequate on-property car parking be provided such that the access alley is never blocked by vehicles, to assure full emergency vehicle access.

Thanks for the opportunity to provide a comment.

Timothy K & Regina T Walter
1521 Kings Canyon Rd.
Carson City, NV. 89703
(775)527-8123

DRAFT MINUTES
Carson City Planning Commission and Growth Management Commission Regular Meeting
Wednesday, June 29, 2022 ● 4:00 PM
Community Center Robert “Bob” Crowell Boardroom
851 East William Street, Carson City, Nevada

Commission Members

Chair – Jay Wiggins	Vice Chair – Teri Preston
Commissioner – Charles Borders, Jr.	Commissioner – Paul Esswein
Commissioner – Nathaniel Killgore	Commissioner – Sena Loyd
Commissioner – Richard Perry	

Staff

Hope Sullivan, Community Development Director
Heather Ferris, Planning Manager
Todd Reese, Deputy District Attorney
Stephen Pott y, Sr. Engineering Project Manager
Heather Manzo, Associate Planner
Tamar Warren, Senior Deputy Clerk

NOTE: A recording of these proceedings, the board’s agenda materials, and any written comments or documentation provided to the Public Meeting Clerk during the meeting are public record. These materials are on file in the Clerk-Recorder’s Office and are available for review during regular business hours.

The approved minutes of all meetings are available on www.Carson.org/minutes.

GROWTH MANAGEMENT COMMISSION

1. CALL TO ORDER – GROWTH MANAGEMENT COMMISSION

(4:01:10) – Chairperson Wiggins called the Growth Management Commission meeting to order at 4:01 p.m. and noted that the Planning Commission meeting will take place after the Growth Management Commission meeting.

2. ROLL CALL AND DETERMINATION OF QUORUM

(4:01:19) – Roll was called, and a quorum was present.

Attendee Name	Status	Arrived
Chairperson Jay Wiggins	Present	
Vice Chair Teri Preston	Present	
Commissioner Charles Borders, Jr.	Present	
Commissioner Paul Esswein	Present	
Commissioner Nathaniel Killgore	Present	
Commissioner Sena Loyd	Present	
Commissioner Richard Perry	Present	

3. PLEDGE OF ALLEGIANCE

(4:01:43) – Commissioner Borders led the Pledge of Allegiance.

4. PUBLIC COMMENTS

(4:02:02) – Chairperson Wiggins entertained public comments. Deni French introduced himself as a Carson City resident and noted the electric charging stations on many City properties. Mr. French recommended monitoring the use and finding ways to require payment for the use of the charger or finding ways to collect a fee for the time that has surpassed the four-hour limit.

5. FOR POSSIBLE ACTION: APPROVAL OF THE MINUTES – SEPTEMBER 29, 2021.

(4:05:07) – Chairperson Wiggins introduced the item and entertained comments or changes; however, none were forthcoming. He also entertained a motion.

(4:05:20) – Commissioner Borders moved to approve the minutes of the September 29, 2021 Growth Management Commission meeting as presented. The motion was seconded by Commissioner Loyd.

RESULT:	APPROVED (5-0-2)
MOVER:	Borders
SECONDER:	Loyd
AYES:	Wiggins, Preston, Borders, Killgore, Loyd,
NAYS:	None
ABSTENTIONS:	Esswein, Perry
ABSENT:	None

6. MEETING ITEMS

6.A GM-2022-0273 FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING A RECOMMENDATION TO THE BOARD OF SUPERVISORS FOR A RESOLUTION ESTABLISHING THE MAXIMUM NUMBER OF RESIDENTIAL BUILDING PERMIT ALLOCATIONS UNDER CHAPTER 18.12 (THE “GROWTH MANAGEMENT ORDINANCE”) OF THE CARSON CITY MUNICIPAL CODE (“CCMC”) FOR THE YEARS 2023 AND 2024, ESTIMATING THE MAXIMUM NUMBER OF RESIDENTIAL BUILDING PERMITS FOR THE YEARS 2025 AND 2026, ESTABLISHING THE NUMBER OF BUILDING PERMIT ALLOCATIONS WITHIN THE DEVELOPMENT AND GENERAL PROPERTY OWNER CATEGORIES, ESTABLISHING A MAXIMUM AVERAGE DAILY WATER USAGE FOR COMMERCIAL AND INDUSTRIAL BUILDING PERMITS AS A THRESHOLD FOR GROWTH MANAGEMENT COMMISSION REVIEW, AND IDENTIFYING CRITERIA TO APPLY WHEN MAKING DECISIONS REGARDING COMMERCIAL AND INDUSTRIAL PROJECTS SEEKING TO EXCEED THE THRESHOLD.

(4:06:34) – Chairperson Wiggins introduced the item. Ms. Sullivan presented an overview of all land developments in Carson City, incorporated into the record, and responded to clarifying questions. Wastewater Utility Manager Andy Hummel and Water Utility Manager Eddy Quaglieri presented an update to the water and wastewater capacity in Carson City, incorporated into the record, which included an overview of utility projects. They also responded to clarifying questions.

(5:07:45) – Discussion ensued regarding the effect of drought on groundwater. Mr. Quaglieri noted that “groundwater basins are pretty resilient to drought,” and he did not believe a five-year drought would affect the groundwater levels. He also noted that Carson City had a “diverse water portfolio” due to the City’s ability to use water from different areas and basins. Ms. Sullivan introduced Public Works Director Darren Schulz, Deputy Director Dan Stucky, and Parks Project Manager Nick Wentworth. She also highlighted the importance of the presentations by Mr. Hummel and Mr. Quaglieri, adding that they would update the Commission annually to ensure all City services and resources to “determine what is the appropriate growth” that Carson City would be able to sustain in the future.

(5:11:28) – Commissioner Esswein inquired about the State Engineer’s drought plan. Mr. Quaglieri offered to look into it and return with answers and explained that the Quill Water Treatment Plan would not be used during its construction due to its age and current capacity. In response to Commissioner Borders’ question regarding the 15,000-gallon daily use threshold, Mr. Stucky explained that the COVID-19 pandemic had caused an increase in water usage. He also noted that Staff were working on a statistical analysis of different water usages and would return to present the data to the Commission. Vice Chair Preston thanked Staff for providing the water data analysis and provided anecdotal information on how difficult it had been in the past to receive that information. She also inquired about the impact on water usage if grass areas were converted to xeriscape for approved developments. Ms. Sullivan clarified that during the Title 18 discussions, the Board of Supervisors had recommended the removal of the ban on artificial turf and the use of boulders in lieu of shrubbery. Chairperson Wiggins thanked the presenters for their informative presentation. He also entertained public comments.

(5:24:11) – Mr. French expressed appreciation to the presenters and encouraged keeping shrubbery in lieu of rocks to encourage insect and bird habitats. There were no additional public comments. Commissioner Perry expressed concern that the Public Works Department had noted a deterioration of the City’s roadways in its analysis, “unless or until the funding gap is reduced.” Ms. Sullivan recommended a future discussion on roads. Mr. Perry recommended adding the following comment to the approval of the resolution: *“During our deliberations as the Planning Commission, we have heard many times from residents about the increases in traffic due to new development and the deteriorating condition of many of the City’s roads. The Public Works Department has commented in the Growth Management Plan for the past several years that roadway maintenance activities continue to operate at a deficit and that the City’s roadways will continue to deteriorate unless the funding gap is reduced. When asked about the funding gap, it has been stated that the City’s portion of the gas tax is not nearly enough to fund road maintenance. A number of municipalities in Nevada fund road maintenance as a priority from general fund revenues and don’t rely solely on gas taxes to maintain roads. We are concerned that there will be increasing resistance to any new projects that come before the Planning Commission if roadway maintenance activities continue to operate at a deficit.”*

(5:30:40) – Based on a question by Commissioner Loyd, Ms. Sullivan recommended “putting the Board on notice” regarding Commissioner Perry’s concern on roads and that the Planning Commission would

work with the Public Works Department to better understand the concerns relating to roads. Vice Chair Preston inquired about the age groups in Carson City and Ms. Sullivan explained that “the under 18 population had been reduced and the over 65 population has been increased.” Chairperson Wiggins wished to understand whether growth would help or hinder road maintenance. Commissioner Borders was in favor of escalating the roads issue to the Board of Supervisors. Ms. Sullivan noted the consensus of the Commission which was to ensure that the road and water issues would be returned for a discussion at a future meeting. Commissioner Loyd recommended watching the City’s budget meeting online to better understand the Board’s discussion on roads. Chairperson Wiggins entertained additional comments and when none were forthcoming, a motion.

(5:38:18) – Commissioner Borders moved to approve to recommend to the Board of Supervisors approval of the draft resolution. The motion was seconded by Chairperson Wiggins.

RESULT:	APPROVED (7-0-0)
MOVER:	Borders
SECONDER:	Wiggins
AYES:	Wiggins, Preston, Borders, Esswein, Killgore, Loyd, Perry
NAYS:	None
ABSTENTIONS:	None
ABSENT:	None

7. PUBLIC COMMENT

(5:38:46) – Chairperson Wiggins entertained public comments; however, none were forthcoming.

8. FOR POSSIBLE ACTION: ADJOURN AS THE GROWTH MANAGEMENT COMMISSION

(5:39:15) – Chairperson Wiggins adjourned the Growth Management Commission meeting at 5:39 p.m.

PLANNING COMMISSION

9. CALL TO ORDER – PLANNING COMMISSION

(6:00:43) – Chairperson Borders called the Planning Commission meeting to order at 6:00 p.m.

10. ROLL CALL AND DETERMINATION OF A QUORUM

(6:00:51) – Roll was called, and a quorum was present.

Attendee Name	Status	Arrived
Chairperson Jay Wiggins	Present	
Vice Chair Teri Preston	Present	
Commissioner Charles Borders, Jr.	Present	

Commissioner Paul Esswein	Present	
Commissioner Nathaniel Killgore	Present	
Commissioner Sena Loyd	Present	
Commissioner Richard Perry	Present	

11. PLEDGE OF ALLEGIANCE

N/A

12. PUBLIC COMMENT

(6:01:06) – Chairperson Wiggins entertained public comments on non-agendized items. Mr. French expressed concern regarding “the vertical growth” new structures. He was also concerned about the use of roof colors and the reduced parking spaces. Mr. French encouraged more open space in the new development near Lone Mountain Drive.

13. FOR POSSIBLE ACTION: APPROVAL OF THE MINUTES – MAY 25, 2022

(6:03:55) – Chairperson Wiggins introduced the item and entertained comments or corrections and when none were forthcoming, a motion.

(6:04:10) – Commissioner Perry moved to approve the minutes of the May 25, 2022 Planning Commission meeting as presented. The motion was seconded by Commissioner Killgore.

RESULT:	APPROVED (5-0-0)
MOVER:	Wiggins
SECONDER:	Killgore
AYES:	Wiggins, Preston, Killgore, Loyd, Perry
NAYS:	None
ABSTENTIONS:	None
ABSENT:	Borders, Esswein

14. MEETING ITEMS

14.A LU-2022-0237 FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING A REQUEST FROM PILLAR INCOME ASSET MANAGEMENT (“APPLICANT”) FOR A ONE YEAR TIME EXTENSION TO DECEMBER 15, 2023 OF AN APPROVED SPECIAL USE PERMIT TO ALLOW ALTERNATIVE COMPLIANCE OF THE DOWNTOWN MIXED-USE (“DT-MU”) STANDARDS, SPECIFICALLY STANDARDS RELATED TO A MIXED USE REQUIREMENT, A COMMUNITY AMENITY REQUIREMENT, THE SIDEWALK SPECIFICATION, AND BUILDING ENVELOPE STEP-BACK REQUIREMENTS RELATIVE TO A MULTI-FAMILY RESIDENTIAL DEVELOPMENT ON PROPERTY ZONED DOWNTOWN MIXED-USE, LOCATED AT 906 SOUTH STEWART STREET, ASSESSOR’S PARCEL NUMBERS (“APNS”) 004-055-02 AND -07.

(6:04:44) – Ms. Manzo explained that the applicant had requested a continuance of the item to July 27, 2022.

(6:05:35) – Chairperson Wiggins moved to continue item LU-2022-0237 [to July 27, 2022]. The motion was seconded by Commissioner Esswein.

RESULT:	APPROVED (7-0-0)
MOVER:	Wiggins
SECONDER:	Esswein
AYES:	Wiggins, Preston, Borders, Esswein, Killgore, Loyd, Perry
NAYS:	None
ABSTENTIONS:	None
ABSENT:	None

14.B LU-2022-0065 FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING A REQUEST FROM RIKKI & LYNN CASTRO (“APPLICANT”) FOR A SPECIAL USE PERMIT FOR A GUEST BUILDING GREATER THAN 700 SQUARE FEET IN SIZE AND AN ACCESSORY STRUCTURE GREATER THAN 75% OF THE PRIMARY STRUCTURE SQUARE FOOTAGE AND GREATER THAN 5% OF THE PARCEL SIZE FOR A PROPERTY ZONED SINGLE FAMILY RESIDENTIAL – 6,000 SQUARE FEET (“SF6”) LOCATED AT 2118 ROOP STREET, ASSESSOR’S PARCEL NUMBER (“APN”) 009-092-08.

(6:05:58) – Chairperson Wiggins introduced the item. Ms. Manzo presented the Staff Report and accompanying documentation and explained that Staff had been able to make the necessary findings; therefore, she recommended approval. She also explained that no public comments had been received and responded to clarifying questions.

(6:10:55) – Applicant Rikki Castro introduced himself and noted that he had read and agreed with the Conditions of Approval outlined in the Staff Report. Chairperson Wiggins entertained public comments; however, none were forthcoming. He also entertained a motion.

(6:12:11) – Commissioner Killgore moved to approve Special Use Permit LU-2022-0065, based on the ability to make all findings and subject to the Conditions of Approval contained in the Staff Report. The motion was seconded by Commissioner Esswein.

RESULT:	APPROVED (7-0-0)
MOVER:	Killgore
SECONDER:	Esswein
AYES:	Wiggins, Preston, Borders, Esswein, Killgore, Loyd, Perry
NAYS:	None
ABSTENTIONS:	None
ABSENT:	None

14.C LU-2022-0258 FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING A REQUEST FROM DAVID A. JOHNSON (“APPLICANT”) FOR A SPECIAL USE PERMIT TO ALLOW FOR A GUEST BUILDING GREATER THAN 700 SQUARE FEET IN SIZE ON A PROPERTY ZONED SINGLE FAMILY RESIDENTIAL – 6,000 SQUARE FEET (“SF6”) LOCATED AT 1555 KINGS CANYON ROAD, ASSESSOR’S PARCEL NUMBER (“APN”) 009-014-18.

(6:12:47) – Chairperson Wiggins introduced the item. Ms. Manzo presented the Staff Report and accompanying documentation and explained that Staff had been able to make the necessary findings; therefore, she recommended approval. She explained that one inquiry had been received from members of the public; however, it had not been for or against the project. She also responded to clarifying questions. Ms. Manzo explained to Vice Chair Preston that the property size was an acre in the SF6 (minimum) zoning area and that the applicant could create a new parcel and do a new parcel map.

(6:18:03) – Applicant David Johnson noted his approval to Conditions of Approval with the exception of *“the recordation of a deed restriction against the property stating the guest building will be occupied by family member(s) of the primary residence, as defined by the Carson City Municipal Code (CCMC), and their non-paying guests”* outlined in Condition No. 6. Mr. Johnson distributed late material, incorporated into the record, and stated that the property had housed two residences, and had been taxed as such, since 1950, adding that no mention of a guest residence has ever been made. Discussion ensued regarding the CCMC, and Ms. Sullivan clarified that a deed restriction is a requirement for every guest building. Ms. Manzo explained that the initial application submitted by the previous property owner had intended to have a parcel map and subdivide the property. Mr. Johnson stated that the structure had been equipped with a septic system and “before I started the remodel, it had electricity, it had water...people were living in there.” Commissioner Loyd was informed that had the initial building permit not expired, the City would have erred, and it would have been “a legally established use.” Mr. Pottéy explained that he had discussed the sewage line issue with the applicant and that “it still would have to be pumped up.” Vice Chair Preston believed that a parcel map would be the best solution. Ms. Manzo verified that she had communicated with the Assessor’s Office regarding the property taxes and had been informed that per NRS 361.045 the property had been “observed to be a residence” and taxed, adding that the Assessor’s Office followed a separation between land use and taxation. Commissioner Perry cited previous Commission discussion that guest houses rented to non-family members would not be charged separately for water and sewage, adding that it would not be fair to other rent payers. Chairperson Wiggins entertained public comments.

(6:40:25) – Mr. French recalled the previous discussion regarding guest buildings, and he believed that a parcel map was the only solution. Chairperson Wiggins was in favor of keeping Condition of Approval No.6 as is. Commissioner Borders was in agreement with the Chair. Mr. Johnson wished to understand the cost of parceling the property prior to agreeing with the Conditions of Approval as presented. Chairperson Wiggins entertained a motion,

(6:47:18) – Commissioner Esswein moved to approve Special Use Permit LU-2022-0258, based on the ability to make all findings and subject to the Conditions of Approval contained in the Staff Report. The motion was seconded by Commissioner Borders.

RESULT:	APPROVED (7-0-0)
MOVER:	Esswein
SECONDER:	Borders
AYES:	Wiggins, Preston, Borders, Esswein, Killgore, Loyd, Perry
NAYS:	None
ABSTENTIONS:	None
ABSENT:	None

14.D LU-2022-0259 FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING A REQUEST FROM THE CARSON CITY PARKS, RECREATION & OPEN SPACE DEPARTMENT (“APPLICANT”) FOR A SPECIAL USE PERMIT FOR THE CONSTRUCTION OF A MAINTENANCE BUILDING AND ASSOCIATED MAINTENANCE YARD AT A PROPERTY ZONED PUBLIC REGIONAL (“PR”) LOCATED AT 851 EAST WILLIAM STREET, ASSESSOR’S PARCEL NUMBER (“APN”) 002-181-01.

(6:48-04) – Chairperson Wiggins introduced the item. Ms. Manzo presented the Staff Report and corresponding documentation and recommended approval based on the ability for Staff to make all the findings.

(6:51:01) – Parks Project Manager Nick Wentworth responded to clarifying questions by the Commissioners and noted that he was in agreement with most of the Conditions of Approval. Mr. Wentworth highlighted the following items in Condition of Approval No. 3: *the use for which this permit is approved shall commence within 12 months*, noting that the project was currently at the 60 percent design state. Ms. Manzo informed Mr. Wentworth that a building permit would “trigger the [starting] timeline;” however, an administrative extension may be granted should applicants be unable to comply with the timeline. Mr. Wentworth clarified that there would be no water (domestic water line) or gas inside the shed which would eliminate the request to install a backflow preventer (confirmed by Mr. Pottéy), adding that the Fire Department’s request for a Knox Box device would not be necessary because no automatic gates would be installed and offered to work with the Fire Department to clarify the requirement (confirmed by Ms. Manzo). Based on the two confirmations, Mr. Wentworth agreed to the Conditions of Approval. Chairperson Wiggins entertained public comments.

(6:56:48) – Mr. French inquired about “the choice of location” as he believed it would take away from future enhancements such as a possible water park or pickleball court. Mr. Wentworth clarified that “the existing yard space is within the floodplain” which would have depleted the budget and that the proposed location was in an underutilized area of the park. Chairperson Wiggins entertained a motion.

(7:01:03) – Vice Chair Preston moved to approve Special Use Permit LU-2022-0259, based on the ability to make the required findings and subject to the Conditions of Approval contained in the Staff Report. The motion was seconded by Commissioner Perry.

RESULT:	APPROVED (7-0-0)
MOVER:	Preston
SECONDER:	Perry
AYES:	Wiggins, Preston, Borders, Esswein, Killgore, Loyd, Perry
NAYS:	None
ABSTENTIONS:	None
ABSENT:	None

14.E LU-2022-0260 FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING A REQUEST FROM KATHERINE ARDESCO (“APPLICANT”) FOR A SPECIAL USE PERMIT TO ESTABLISH A TATTOO PARLOR WITHIN AN EXISTING BUILDING ON A PROPERTY ZONED RETAIL COMMERCIAL (“RC”) LOCATED AT 1802 NORTH CARSON STREET, ASSESSOR’S PARCEL NUMBER (“APN”) 001-091-08.

(7:01:36) – Chairperson Wiggins introduced the item. Ms. Manzo presented the Staff Report and responded to clarifying questions. She also informed Chairperson Wiggins that there had been no additional concerns from the Sheriff’s Office regarding the increase in crime near tattoo parlors.

(7:04:07) – Applicant Katherine Ardesco noted that she had read and agreed with the Conditions of Approval outlined in the Staff Report. Chairperson Wiggins entertained Commission and/or public comments.

(7:04:38) – Alex Alcantar introduced himself as a concerned member of the tattooing community and noted that Ms. Ardesco’s business had “made no secret that they’ve already been tattooing, posting videos on their social media accounts, depicting tattooing in their location as recent as yesterday.” Mr. Alcantar pointed out several industry violations such as not having the furniture wrapped with barrier film and neither was the cord of the tattoo machine. He noted that gloves had not been used in many of the videos calling the violations massive red flags. Mr. Alcantar recommended denial of the Special Use Permit (SUP) based on the fact that the business had already been operating without the SUP and in an unsafe manner.

(7:08:12) – Chairperson Wiggins inquired about the health and safety requirements of tattoo businesses and Ms. Manzo explained that the City’s Health Department had reviewed and approved the application “before the business is to be established.” Ms. Ardesco agreed that safety was important and noted that she had been tattooing since 2015. She explained that the social media posts had been “from secondary locations” and that they were to showcase their plans. Ms. Ardesco stated that she applied permanent makeup as well and was informed by the Health Department barriers were not needed on the chair “as long as I’m using the MadaCide (Germicidal Solution) in between the client and the chair.” She informed Vice Chair Preston that the permanent makeup fell “under body decorations license,” adding that the Health

Department governed both the permanent makeup and tattooing licenses. Commissioner Killgore stated “is different wrong? Which in my opinion, I don’t find it to be.” Ms. Ardesco also explained that the waiver signed by her clients was part of the inspection process. Commissioner Perry inquired whether the applicant had been tattooing commercially in her current space prior to obtaining an SUP and Ms. Ardesco stated that she had been doing the permanent makeup there and had done tattooing to post online; however, “not in the current location for this.” Chairperson Wiggins entertained a motion.

(7:16:13) – Commissioner Killgore moved to approve Special Use Permit LU-2022-0260, based on the ability to make the required findings and subject to the Conditions of Approval contained in the Staff Report. The motion was seconded by Chairperson Wiggins.

RESULT:	APPROVED (7-0-0)
MOVER:	Killgore
SECONDER:	Wiggins
AYES:	Wiggins, Preston, Borders, Esswein, Killgore, Loyd, Perry
NAYS:	None
ABSTENTIONS:	None
ABSENT:	None

14.F LU-2022-0261 FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING A REQUEST FROM MEARS PIPELINE, LLC (“APPLICANT”) FOR A SPECIAL USE PERMIT TO ALLOW FOR OUTDOOR STORAGE OF EQUIPMENT AND MATERIALS ON TWO ADJACENT PARCELS ZONED AIR INDUSTRIAL PARK (“AIP”), LOCATED AT 2451 AND 2501 ARROWHEAD DRIVE, ASSESSOR’S PARCEL NUMBERS (“APNS”) 005-062-04 AND 005-062-05.

(7:16:46) – Chairperson Wiggins introduced the item. Ms. Ferris presented the agenda materials, incorporated into the record, and recommended approval based on Staff’s ability to make the required findings. She also explained that no public comments had been received to date and introduced applicant representative Bruce Robertson. Ms. Ferris clarified for Chair Wiggins that any outdoor equipment storage in a commercial, vacant property for a period of over 24 hours is considered permanent outdoor storage. She responded to clarifying questions as well.

(7:21:40) – Mr. Robertson explained that his client had a three-year contract with Southwest Gas, with the possibility of an additional three-year extension, and the property would be used to securely store equipment. He also noted his agreement to the Conditions of Approval and informed Commissioner Perry that no explosives would be stored on the property. Chairperson Wiggins entertained public comments and when none were forthcoming, a motion.

(7:23:48) – Commissioner Borders moved to approve Special Use Permit LU-2022-0261, based on the ability to make the required findings and subject to the Conditions of Approval contained in the Staff Report. The motion was seconded by Vice Chair Preston.

RESULT:	APPROVED (7-0-0)
MOVER:	Borders
SECONDER:	Preston
AYES:	Wiggins, Preston, Borders, Esswein, Killgore, Loyd, Perry
NAYS:	None
ABSTENTIONS:	None
ABSENT:	None

(7:24:19) – Chairperson Wiggins recessed the meeting.

(7:30:34) – Chairperson Wiggins reconvened the meeting. A quorum was still present.

14.G ZA-2022-0263 FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING A REQUEST FROM QUALCAN, LLC (“APPLICANT”) FOR A RECOMMENDATION FROM THE PLANNING COMMISSION TO THE BOARD OF SUPERVISORS TO AMEND DIVISION 1.20 OF TITLE 18, APPENDIX OF THE CARSON CITY MUNICIPAL CODE (“CCMC”) TO AMEND VARIOUS PROVISIONS RELATING TO MARIJUANA GOVERNING THE NUMBER OF RETAIL MARIJUANA STORES ALLOWED IN CARSON CITY AND THE AVAILABILITY OF DRIVE-THROUGH SERVICES AT MEDICAL MARIJUANA DISPENSARIES AND RETAIL MARIJUANA STORES.

(7:32:36) – Chairperson Wiggins introduced items 14.G and 14.H to be discussed concurrently. Ms. Ferris gave background and reviewed the appropriate Staff Reports. She explained that item 14.G had been requested by the applicant and was a proposal for an amendment to the Carson City Municipal Code (CCMC) to increase the number of retail marijuana stores authorized in Carson City from two to three and to provide for drive-through sales at medical marijuana dispensaries and retail marijuana stores. She noted that Section 678B.260 of the Nevada Revised Statutes (“NRS”) permits up to four retail marijuana stores in Carson City. Ms. Ferris also explained that item 14.H had been agendized by Staff in response to a request from the Carson City Board of Supervisors for a recommendation from the Planning Commission to the Board to amend Division 1.20 of Title 18, Appendix of the CCMC to establish various provisions relating to marijuana governing curbside pickup at medical marijuana dispensaries and retail marijuana stores. Ms. Ferris and Mr. Reese responded to clarifying questions as well. Mr. Reese noted that the content of the proposed ordinance for item 14.G had been provided by the applicant; however, the proposed ordinance for item 14.H had been Drafted by the District Attorney’s Office. Ms. Sullivan reviewed the findings of fact and explained that item 14.G did not request a policy decision, but it was “a text amendment” recommendation to the Board of Supervisors.

(7:51:30) – Chairperson Wiggins was informed that drive-through alcohol sales were also not allowed in Carson City. Commissioner Perry was informed by Ms. Ferris that Southern Nevada allowed drive-through dispensaries. Mr. Reese clarified that the Nevada Cannabis Compliance Board had established regulations for curbside pickup. Chairperson Wiggins entertained public comments.

(7:54:13) – Applicant representatives Matt Robertson and Bruce Robertson introduced themselves. Matt Robertson believed that the drive-through was safer than the curbside pickup as they would have a security guard placed in the drive-through itself and all vehicle passengers must be over 21 years old. The Commission was informed that the applicants had established businesses in Clark and Washoe Counties and they would have security cameras in the drive-through areas. Commissioner Esswein was informed that a menu would not be available at the start of the drive-through as most items would be pre-ordered. Commissioner Loyd expressed concern that the security issues had not been addressed in the proposed ordinance and the Robertsons were amenable to addressing that concern. Ms. Ferris clarified that State law allowed for two medical marijuana dispensaries and up to four retail shops. Chairperson Wiggins entertained public comments.

(8:06:36) – Will Adler introduced himself as a representative of the two existing cannabis dispensaries Rise and Sierra Wellness and referenced his clients’ written public comments, incorporated into the record. Mr. Adler noted that had his clients known there would be an effort to have additional recreational stores, they would have applied for that. He also believed that Rise and Sierra Wellness had “seen a noticeable drop in all sales in the Carson City market” after the opening of a store in Mound House. Mr. Adler noted that a curbside business was necessary during the COVID-19 pandemic when clients were not allowed inside a store, adding that they have streamlined their processes since then.

(8:11:56) – Deni French introduced himself as a Carson City resident and explained that he preferred the marijuana establishments over car washes; however, he was concerned about the locations, calling the process complicated, and recommended against approval of the request. Ms. Ferris clarified that a Special Use Permit would be required for the actual storefronts as a next step. Ms. Sullivan offered to explain the noticing process to Mr. French.

(8:16:35) – Mr. Adler was informed by Mr. Reese that the curbside pickup and the drive-through ordinances may conflict for now and he likened them to the introduction of two bills during the legislative session adding that the final recommendations were up to this Commission. Commissioner Borders was concerned about “who will get the final contract” should more than one applicant vie for the allowable establishments. Discussion ensued and Ms. Sullivan believed that having an effective date for applications may provide a solution; however, she believed that the agenda order may also be “tricky” should there be more applicants. Ms. Ferris clarified for Vice Chair Preston that the applicant had submitted an application for a Special Use Permit in addition to the proposed text amendment to the CCMC; however, it had not been agendaized because the applicant had “additional work to do with their traffic study.” Mr. Adler explained to Commissioner Loyd that the two recreational marijuana establishments in Carson City had been grandfathered in because of State legislative action since they were also medical dispensaries.

(8:29:02) – Commissioner Esswein inquired whether a lottery system could be instituted based on Commissioner Border’s previous question. Chairperson Wiggins noted that the Commission could a) recommend a third recreational marijuana establishment; b) deny the request; c) follow state law and approve four recreational marijuana establishments; or d) follow a lottery process or establish a deadline for the applications. Mr. Robertson did not object to the idea of having four stores. Commissioner Border reiterated his concern that the curbside pickup and the drive-through options are still prohibited in the City’s ordinance and Chairperson Wiggins recommended addressing that first (item 14.H). Vice Chair Preston wished to ensure that the other restrictions, such as proximity to schools, are followed during the Special Use Permit process.

(8:36:36) – Chairperson Wiggins entertained additional Commissioner discussion regarding the addition of a third retail recreational marijuana store and explained “I don’t like protectionist policies that only allow certain people to have economic advantage,” and was in favor of following State law and allowing four recreational marijuana stores. Commissioner Killgore seemed to be in agreement with a “hear, hear” comment. Commissioner Perry stated, “I’m on the side of stay with two [stores]...don’t add.” He also believed that some of the findings such as the Master Plan and economic vitality could not be made, referencing the written public comments that were received, adding that having four establishments would impact public services. Commissioner Esswein was not opposed to having four stores; however, he wished to see “much broader public noticing.” Commissioner Borders did not want to see any changes unless some rules were established on “how an additional license is going to be awarded.” He also wished to add a section on drive-throughs. Mr. Reese explained that allowing four businesses “would allow both current applicants or awardees to come forward on a first-come-first-served basis.

Mr. Adler explained that there actually were fairness and timing issues, adding that the applicants already had a location in mind not far from his client’s current location. Commissioner Preston wished to defer to the State’s curbside pick-up regulations. She also believed that the City’s population has not increased and recommended keeping the number at two stores. Commissioner Loyd was also in favor of following the State’s curbside pick-up regulations and was in favor of increasing the number of retail establishments per State law and “capitalism will determine who the winner is.” Chairperson Wiggins recapped the Commission’s discussion noting that the members wished to follow the Cannabis Compliance Board’s upcoming revisions.

Mr. Reese clarified that the City’s ordinance did not allow drive-through sales; however, the curbside pickup was allowed. Mr. Adler noted that the City’s curbside pickup regulations had additions above and beyond State regulations. Commissioner Perry explained that State Law had placed a cap on the number of dispensaries based on population and had provided an option whereby “the political subdivision of the State can decide whether they want recreational marijuana and how many.” Discussion ensued regarding the public hearing process and Ms. Sullivan recommended noticing the four marijuana establishments “in the spirit of transparency” and explained that the public had most likely “not personalized the text amendment.” Commissioner Preston recommended tabling the item as she personally had not received

proper notice due to the non-delivery of her paper. Discussion ensued and the applicant agreed to the continuation of the item and to the proposing of four stores instead of three.

(9:14:10) – Commissioner Esswein moved to continue the item to the July 27, 2022 Planning Commission meeting, subject to additional public notice regarding the approval of four possible recreational marijuana stores. The motion was seconded by Commissioner Killgore.

RESULT:	APPROVED (6-1-0)
MOVER:	Borders
SECONDER:	Preston
AYES:	Wiggins, Preston, Borders, Esswein, Killgore, Loyd
NAYS:	Perry
ABSTENTIONS:	None
ABSENT:	None

(9:16:03) – Commissioner Perry reiterated his concerns resulting in a “nay vote” noting that some of the findings such as the Master Plan and economic vitality could not be made and the impact the additional stores would have on public services.

14.H ZA-2022-0292 FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING A REQUEST FROM THE CARSON CITY BOARD OF SUPERVISORS (“BOARD” OR “APPLICANT”) FOR A RECOMMENDATION FROM THE PLANNING COMMISSION TO THE BOARD TO AMEND DIVISION 1.20 OF TITLE 18, APPENDIX OF THE CARSON CITY MUNICIPAL CODE (“CCMC”) TO ESTABLISH VARIOUS PROVISIONS RELATING TO MARIJUANA GOVERNING CURBSIDE PICKUP AT MEDICAL MARIJUANA DISPENSARIES AND RETAIL MARIJUANA STORES.

Based on the discussion of item 14.H, Chairperson Wiggins entertained a motion.

(9:05:54) – Commissioner Esswein moved to recommend to the Board of Supervisors approval of an ordinance amending Division 1.20 of Title 18, Appendix of the Carson City Municipal Code to establish various provisions to marijuana governing curbside pickup under certain conditions at medical marijuana dispensaries and retail marijuana stores. The motion was seconded by Commissioner Borders.

RESULT:	APPROVED (7-0-0)
MOVER:	Esswein
SECONDER:	Bordeers
AYES:	Wiggins, Preston, Borders, Esswein, Killgore, Loyd, Perry
NAYS:	None
ABSTENTIONS:	None
ABSENT:	None

15. STAFF REPORTS (NON-ACTION ITEMS)

- DIRECTOR'S REPORT TO THE COMMISSION. (HOPE SULLIVAN)

- FUTURE AGENDA ITEMS.

- COMMISSIONER REPORTS/COMMENTS

16. PUBLIC COMMENT

(9:17:23) – Chairperson Wiggins entertained public comments. Mr. French called the discussion helpful and hoped that the community appreciated the thoughts and effort that had gone into the discussion. Mr. Adler also thanked the Commission for their due diligence.

(9:18:18) – Kelsey Penrose introduced herself and stated for the record that “Katherine Ardesco [item 14.E], the owner of Dark Willow Emporium, blatantly, knowingly, and willfully lied on the record. She has absolutely been providing tattoos at her shop without an SUP since it opened in May which can be viewed right now on her multiple social media sites.” Ms. Penrose believed that “issuing her an SUP sets a very dangerous precedent,” while other businesses had waited for months to obtain an SUP, adding that businesses dealing with blood-borne pathogens must be looked at “at a higher level.”

17. FOR POSSIBLE ACTION: ADJOURNMENT

(9:20:19) – Chairperson Wiggins adjourned the meeting at 9:20 p.m.

The Minutes of the June 29, 2022 Carson City Planning Commission meeting are so approved this 27th day of July, 2022.



STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** September 1, 2022

Staff Contact: Darren Schulz, Public Works Director

Agenda Title: For Possible Action: Discussion and possible action on an update of the City's Space Needs Assessment, and direction on addressing future space needs at the Carson City Justice and Municipal Court building ("courthouse") and various other space needs of the City. (Robert Nellis, rnellis@carson.org; Dan Stucky, dstucky@carson.org)

Staff Summary: Staff will provide a brief update on the progress of the Space Needs Assessment for the courthouse and other space needs of the City. TSK Architects ("TSK") will discuss options for adding a new courtroom; relocation of the office of the Clerk-Recorder; reallocation of office space for the Court Clerk, the District Attorney and the Department of Alternative Sentencing; and possible expansion of the courthouse.

Agenda Action: Formal Action / Motion **Time Requested:** 20 minutes

Proposed Motion

Depends on discussion.

Board's Strategic Goal

Sustainable Infrastructure

Previous Action

February 25, 2022 – The Board of Supervisors directed staff to conduct a Space Needs Assessment of the courthouse and to pursue a proposal to relocate the office of the Clerk-Recorder, as well as other City offices, to 3246 N. Carson Street.

Background/Issues & Analysis

City staff and TSK will present information on the progress of the City's Space Needs Assessment, including options for reallocating office space and expanding the courthouse space. The presentation will also include updates on a proposal received from C&A Investments, LLC for the City to lease space at 3246 N. Carson Street to accommodate the potential relocation of the office of the Clerk-Recorder, as well as other City departments.

The purpose of the Space Needs Assessment is to catalog the spatial requirements for affected City departments and offices and to determine potential renovation options that best serve the current and potential growth needs for each department. For the courthouse in particular, the Space Needs Assessment examines space needs that will arise when the State Demographer determines that Carson City's population exceeds 60,000, such that a third Justice of the Peace will likely be required under NRS 4.020. The report further considers alternative strategies for repurposing portions of existing public space for offices and options to construct new space by expanding the footprint of the building.

TSK met with the offices of the Clerk-Recorder, Court Clerk, Justices, District Attorney and Alternative Sentencing to understand how their current office space is being utilized and to learn about their present and future needs. TSK developed options to either relocate the District Attorney's Office to the first floor of the courthouse or to relocate both the Court Clerk and Department of Alternative Sentencing to the first floor in the event the Clerk-Recorder's Office is relocated. Other options include a potential renovation of the atrium area in the north wing of the courthouse on the second and third floors, as well as four options to expand the courthouse.

On August 17, 2022, staff and TSK met with the offices of the Court Clerk, Justices, District Attorney and Alternative Sentencing to review the various options developed by TSK. Staff will update the Board of Supervisors on the meeting and the options preferred by each of the departments. Staff will be seeking direction from the Board of Supervisors regarding the expansion options and relocation of the departments either within the courthouse or to an offsite location. Fiscal impacts associated with any specific option staff is directed to pursue will be presented in greater detail at a subsequent Board of Supervisors meeting.

Applicable Statute, Code, Policy, Rule or Regulation

NRS 4.020; 244.275

Financial Information

Is there a fiscal impact? Yes

If yes, account name/number: Not yet determined.

Is it currently budgeted? No

Explanation of Fiscal Impact: Fiscal impacts have not yet been determined. Staff will refine the fiscal impact after direction is provided by the Board of Supervisors regarding the specific options to pursue, if any.

Alternatives

Depends on discussion.

Attachments:

[2022 BOS Space Needs Assessment_082422_DA Approved.pdf](#)

Board Action Taken:

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

(Vote Recorded By)



Space Needs Objectives



Board of Supervisors
September 1, 2022



Space Considerations

Objective 1

Courthouse: New Judge & Courtroom,
District Attorney's Office, Alternative
Sentencing, Clerk-Recorder & Elections

Objective 2

**Health & Human Services
Information Technology**

Objective 3

**Public Service Center
New City Hall**



Objective 1

Carson City Courthouse



Court

- Foreseeable need for a third Justice of the Peace per NRS 4.020.
- Add offices and courtroom

DA's Office

- Current Space: 6,457 SF
- Anticipated need: 9,000+ SF

Alternative Sentencing

- Over Capacity
- Constraints: Security and drug testing

Clerk-Recorder

- Current Space: 7,934 SF
- Additional parking needs during elections



Objective 2

Information Technology



- 14+ employees at City Hall
- Relocate to new EOC facility on Butti Way by 2023/2024
- Reappropriate space at City Hall when IT vacates?

Health and Human Services



- Remain in current location
- Relocate Vitality and HHS expand into leased space



Objective 3

Central Public Service Center



Public Facing Services and Administration

- Assessor (1,640 sq ft)
- BRIC (8,408 sq ft)
- Parks Administration (400 sq ft)
- Public Guardian (605 sq ft)
- Treasurer (1,545 sq ft)
- Human Resources (1,755 sq ft)
- Finance (2,240 sq ft)
- Optional:
 - Clerk-Recorder (7,934 sq ft)
 - Executive Offices/BOS Offices (1,965 sq ft)
 - New Board Room (1,736 sq ft)



Objective 1 - Courthouse Space Needs Assessment



Report Goals:

1. Space Needs Assessment

- Document needs for current & next 5 yrs
- Test fit alternate layout options
- Validate new courtroom option

2. Atrium Repurposing

- Analyze potential space use

3. Building Expansion Options

- Analyze new construction possibilities



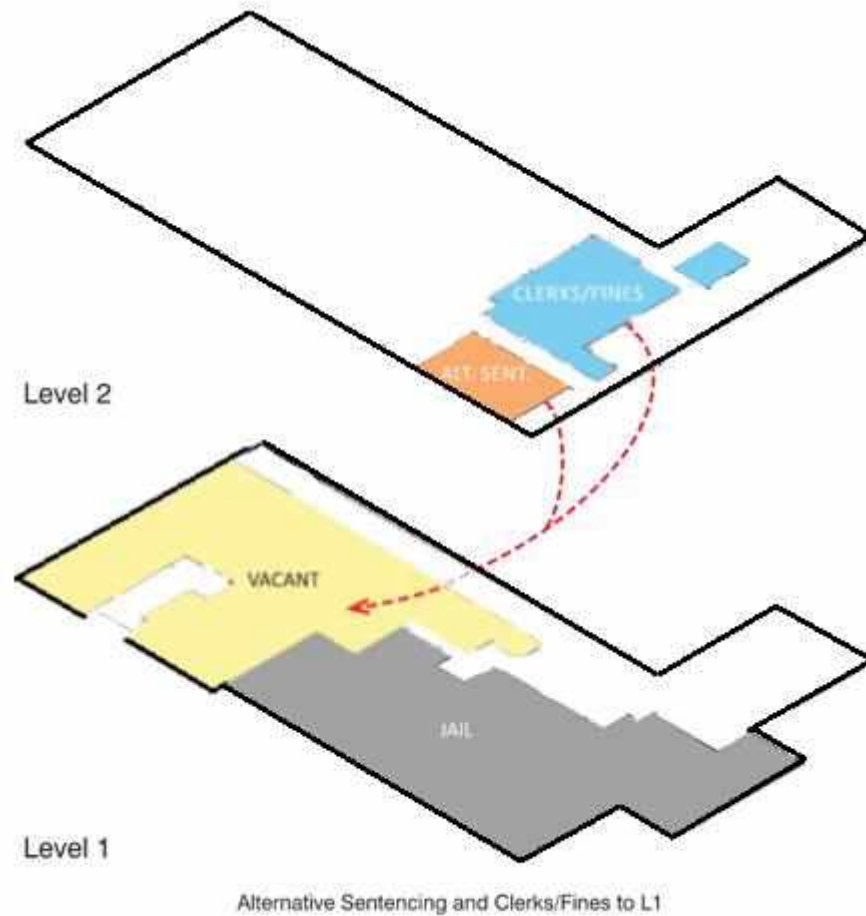
Objective 1 – Courthouse Space Needs Assessment Departmental Challenges

- All departments suffer from inadequate space to accommodate current needs, “busting at the seams”
- Compromised privacy for public & internal staff interactions
- Compromised procedures affecting security (i.e. Drug testing procedures)
- Inadequate storage for files, records, equipment
- No room for near term growth needs





Objective 1 – Courthouse Space Needs Assessment Relocation Option 1.1 & 1.2

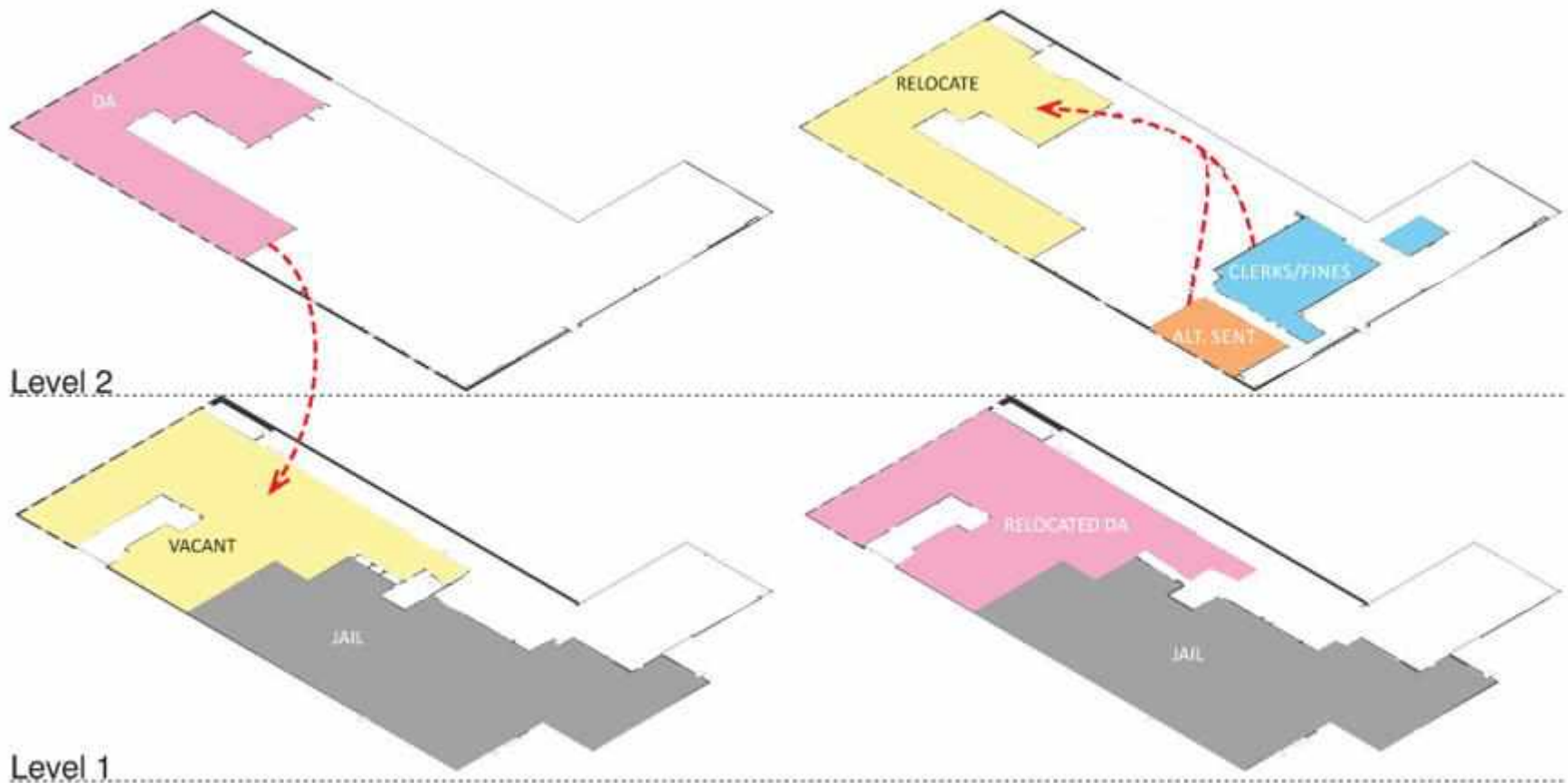


Considerations:

- Clerk-Recorder moves out
- L1 accommodates growth needs for Clerks and Alternative Sentencing
- Fastest path to vacating L2 for courtroom buildout
- Option cannot address any current shortcomings or future needs for District Attorney



Objective 1 – Courthouse Space Needs Assessment Relocation Option 1.3



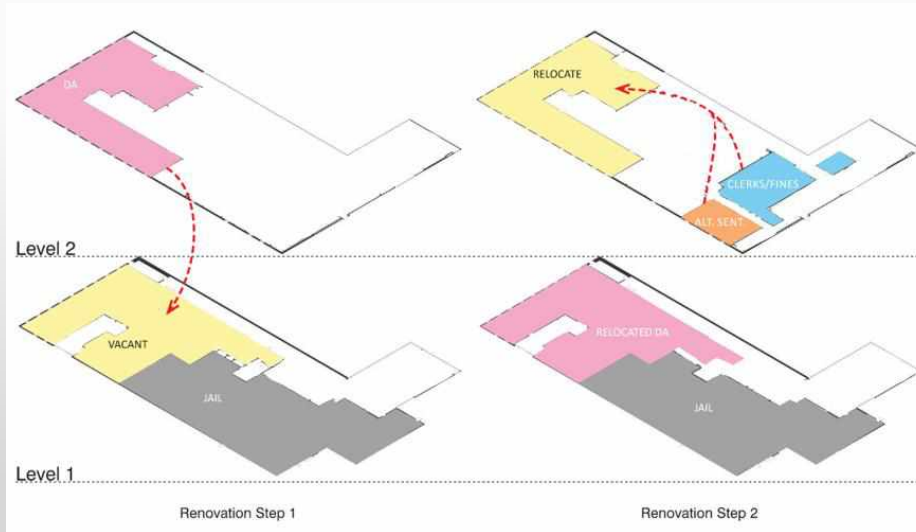
Renovation Step 1

Renovation Step 2

Objective 1 – Courthouse Space Needs Assessment Relocation Option 1.3

Considerations:

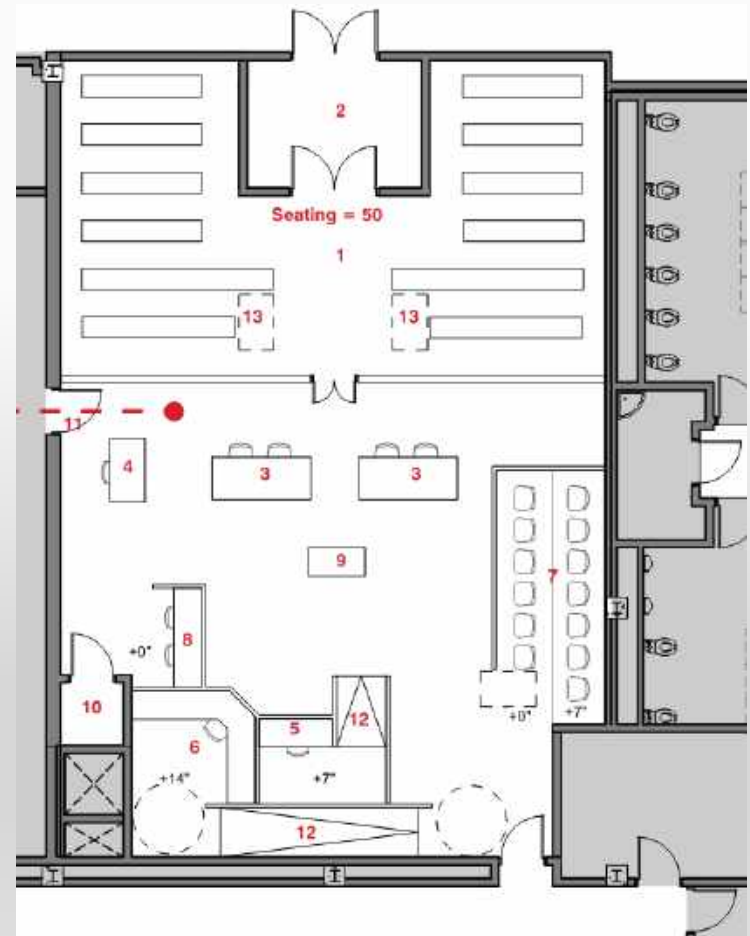
- Clerk-Recorder moves out
- L1 accommodates current shortcomings and only partial growth needs for District Attorney
- Clerks & Alternative Sentencing relocate to DA space
- Longer schedule before Clerks area vacated for courtroom buildout
- Less ideal public counter layout on L2 for Clerks & Alternative Sentencing
- Does not resolve Alternative Sentencing drug testing and security challenges





Objective 1 – Courthouse Space Needs Assessment New Courtroom Buildout

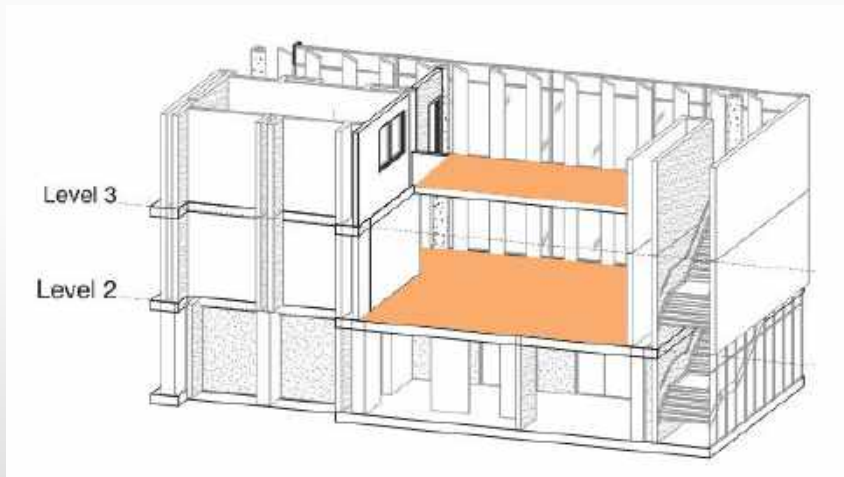
1. Public Seating
2. Sound Lock
3. Attorney Table
4. Bailiff Station
5. Witness
6. Judge's Bench
7. Jury Box (12+2)
8. Clerks (2 stations)
9. Podium
10. Exhibit Storage
11. In-custody Pass Through
12. Ramp
13. ADA Seat



Considerations:

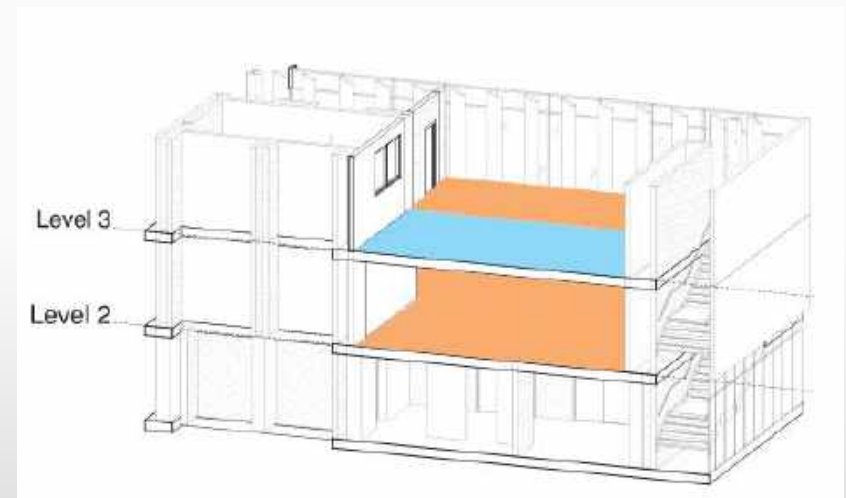
- Courtroom layout confirmed can fit in repurposed Clerks Department
- Incorporates jury box
- Options available for attorney/client rooms
- Defendant circulation matches current operational procedures

Objective 1 – Courthouse Space Needs Assessment Atrium Repurposing



Option 2.1:

- Utilize existing floor space on L2 & 3
- Minimize remodel costs
- Fits open office cubicles & desks, public counters, a private office
- Adds approx. 2,434 sq ft



Option 2.2:

- Building new floorplate on L3 will have structural challenges
- Maximizes potential space
- Fits several private offices, cubicles, desks, and more public counters
- Adds approx. 3,064 sq ft



Objective 1 – Courthouse Space Needs Assessment Building Expansion 3.1



Pros:

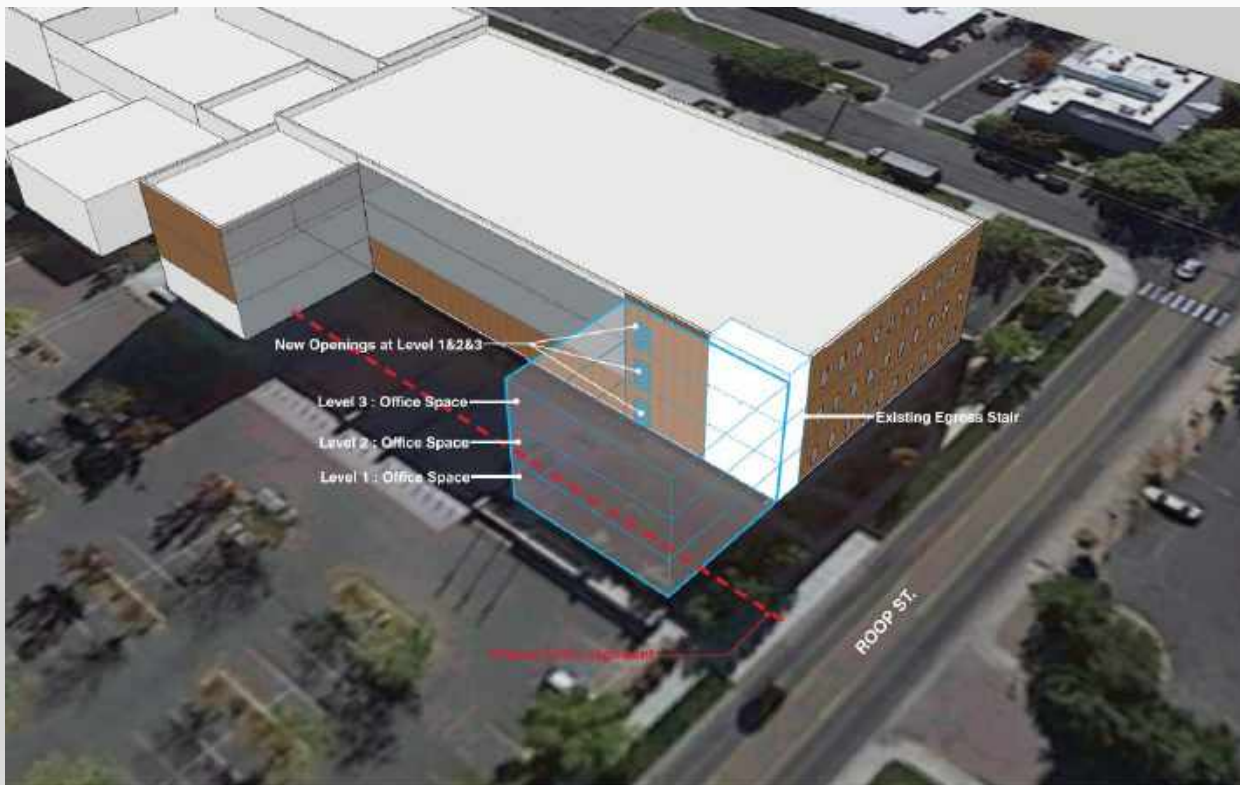
- Doesn't impact front entry
- Continuity of secured access for staff
- Adds 8,800 sq ft

Cons:

- Cost premium to build over parking
- Maximum of 2 useable floors



Objective 1 – Courthouse Space Needs Assessment Building Expansion 3.4



Pros:

- 3 useable floors
- 2nd entry for in secure space for Alternative Sentencing
- Adds 7,900 sq ft
- Clerk-Recorder can remain in building
- Less construction impact

Cons:

- Relocation of Charters of Freedom Monument
- No direct access to existing back of house



Objective 1 – Courthouse Space Needs Assessment Cost Considerations

Option 1 Relocation

- L1 Remodel: \$2.0 - \$2.6 Million~
- L2 Remodel: \$2.4 - \$3.2 Million~
- Total: \$6.3 Million~ (including Cost of Clerk- Recorder Relocation)

Option 2 Atrium

- Option 2.1: \$850,000 – 1.1 Million~
- Option 2.2: \$1.5 – 2.0 Million~

Option 3 Expansion

- Low: \$6 Million~
- High: \$10 Million~



Objective 3 – Central Public Service Center

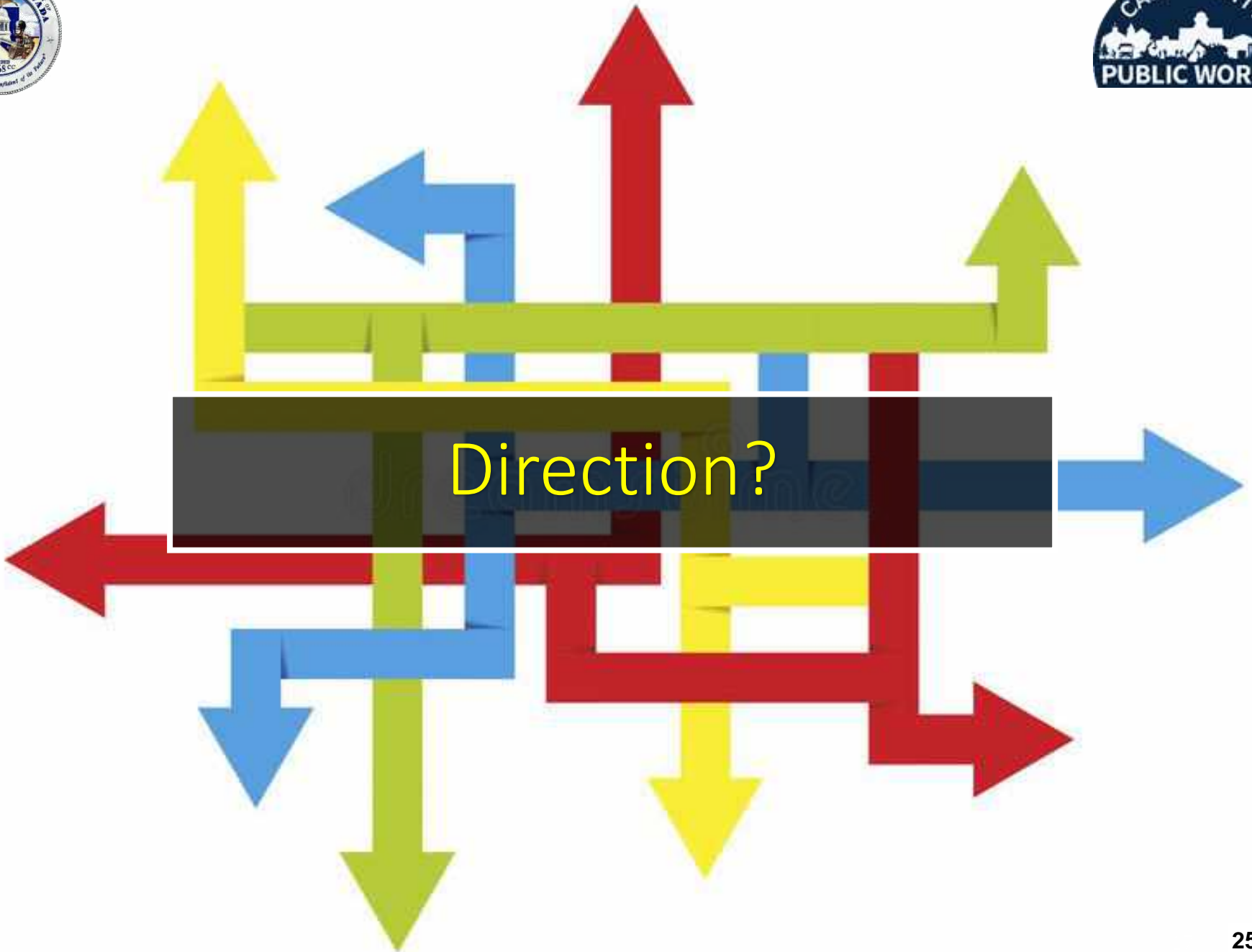
Option 1 - N. Carson Street Property

- Approximately 40,000 sq ft
- Option A – No City contribution toward improvements: \$1.75 per SF/month (\$838,950 annually)
- Option B – City contributes \$1.5 Million toward improvements. Rent \$1.25 per SF/month (\$599,250 annually)
- Option C – Owner invests \$3 Million toward build out and sells to the City for \$11,300,000.

Option 2 - New Downtown Build

- Approximately 44,000 sq ft = \$22 Million

Option 3 - Stay Status Quo for Now





STAFF REPORT

Report To: Board of Supervisors

Meeting Date: September 1, 2022

Staff Contact: Nancy Paulson, City Manager

Agenda Title: For Discussion Only: Discussion and presentation of the Fiscal Year ("FY") 2022 Strategic Plan Annual Report. (Stephanie Hicks, shicks@carson.org)

Staff Summary: In September 2021, the Board of Supervisors approved the Carson City FY 2022-2026 Strategic Plan which was prepared to set priorities, focus energy and resources, strengthen operations and ensure that employees and other stakeholders are working toward common goals. To meet the goals and objectives identified in this strategic plan, a plan review process was implemented to monitor the progress of the tactics and performance measures. The FY 2022 Strategic Plan Annual Report will be presented to the Board of Supervisors to report accomplishments for ongoing tactics and those scheduled for completion in FY 2022.

Agenda Action: Other / Presentation

Time Requested: 10 minutes

Proposed Motion

N/A

Board's Strategic Goal

Efficient Government

Previous Action

On September 2, 2021, the Board of Supervisors approved the Carson City FY 2022-2026 Strategic Plan.

Background/Issues & Analysis

The Carson City strategic planning process was initiated in December 2019 and took place over 18 months. The engagement included workshops, an online public survey and public meetings. During the process, the Board of Supervisors confirmed the existing Strategic Goals which are the six pillars of the community - Economic Development, Efficient Government, Organizational Culture, Quality of Life and Community, Safety and Sustainable Infrastructure. Based on these goals, City leadership developed multi-year tactics with performance measures. The plan also implemented a plan review process to monitor the progress of the tactics and performance measures.

Staff will present the first annual report of the Carson City FY 2022-2026 Strategic Plan.

Applicable Statute, Code, Policy, Rule or Regulation

Carson City FY 2022-2026 Strategic Plan

Financial Information

Is there a fiscal impact? No

If yes, account name/number:

Is it currently budgeted?

Explanation of Fiscal Impact:

Alternatives

N/A

Attachments:

[FY 2022 Strategic Plan Annual Report.pdf](#)

Board Action Taken:

Motion: _____ 1) _____
2) _____

Aye/Nay

(Vote Recorded By)



Economic Development Tactics	FY to be Completed	Department	Performance Measure	Achievements	Status
Enhance regional partnerships including meeting quarterly with quad-county County Managers.	Ongoing	CM	Number of meetings held. Annual report on the results/benefits of the partnerships.	6	On Track
Support regional businesses that provide employment opportunities in multiple counties.	Ongoing	CM	Number of new regional businesses.	2	On Track
Work with NNDA to attract new businesses.	Ongoing	CM	Number of new businesses.	415 new business licenses from 2021 to 2022. However, several business licenses were identified that lapsed during a system change in 2019 and these businesses are included in the total. NNDA assisted 5 companies with expansions.	On Track
Participate in the Shared Federal Framework Program for a common vision to improve the quality of life and economic prosperity of the region.	Ongoing	CM	Submittal and input of legislative initiatives and Carson City projects to be included in the Northern Nevada Shared Federal Framework Document.		On Track
Use available Redevelopment and grant funds to develop a five-year plan for Redevelopment expenditures and establish programs to retain existing businesses and stimulate new investments.	Ongoing	Com Dev	Dollars spent on improvements and number of businesses helped.	\$2,584,119.12 spent on public improvements.	On Track
Construct infrastructure, parking lot and sidewalk improvements to improve access to businesses.	Ongoing	PW, Com Dev	Dollars spent on improvements.	\$2,299,157	On Track
Efficient Government Tactics	FY to be Completed	Dept	Performance Measure	Achievements	Status
Complete annual audit with no findings or budget violations.	Ongoing	Finance	Complete annually.	The City had no findings for the Fiscal Year 2021 Audit.	On Track
Support program with NV Energy Underground Management Plan to fund underground power lines in redevelopment areas, transportation projects, and major corridor projects.	Ongoing	PW, Com Dev	Amount of funding received per year from this program or length of power lines placed underground.	\$145,359 for the Curry Street Project between Musser and 5th Street.	On Track
Collaborate with local resources (small business/employment opportunities, Ron Wood Center/education opportunities and assistance with housing) to encourage client cooperation, motivation to change and promote successful outcomes.	Ongoing	Alt Sent	Number of clients that successfully complete probation.	Establishing Baseline	On Track
Work with local, state, and federal partners to identify projects and programs that can provide a mutual benefit.	Ongoing	CM	Percent of success rate; percent of federal funding for projects.	100%. The City was awarded \$8M in funding for all requested FY22 Community Projects.	On Track
Meet with development community annually to review development code and discuss process improvements.	Ongoing	Com Dev, PW	Annual meeting.	Quarterly meetings were held with the development community and are on-going.	On Track
Expand PW public information and outreach on capital projects, utilities, programs, and reporting.	Ongoing	PW, Parks	Update website and develop policy and procedure on interacting and informing community through multiple mediums.	Public Works updated the 5-year CIP and posted to the Carson City website. The CarsonProud website was used for specific outreach for the East William Street, Curry Street & 3rd Street Parking Lot, and Colorado Street projects.	On Track

Organizational Culture Tactics	FY to be Completed	Dept	Performance Measure	Achievements	Status
Hold Directors and Citywide Update Meetings at least monthly.	Ongoing	CM	Number of meetings held.	27	On Track
Conduct an employee satisfaction survey every year and use to create efficiencies, maintain a positive working environment and identify needs.	Ongoing	CM, HR	Report on improvements or efficiencies created; number/percentage increase of employees completing survey.	370 employees responded. 40% response rate. 10 more employees responded in 2021 vs. 2020.	On Track
Prepare annual Human Resources Report to present to Board of Supervisors.	Ongoing	HR	Presentation of annual report.	1	On Track
Expand efforts to ensure City employees and departments are aware of training and career development resources available.	Ongoing	Library, HR	Development of new employee welcome packet and number of new employees reached; departments cross-trained.	229 welcome packets	On Track
Develop a personal career development plan for participating employees.	Ongoing	All	Number of hours of training from each department totaled annually. Amount of certifications/credentials obtained not just maintained.	Over 7000 Hrs.	On Track
Establish the "Tone at the Top" - management's commitment towards openness, honesty, integrity and ethical behavior.	Ongoing	CM	Include as part of annual employee satisfaction survey.		On Track
Continue to promote the Employee-of-the-Quarter Program and employee longevity awards.	Ongoing	CM, HR	Recognize Employee-of-the-Quarter 4 times per year at the BOS Meeting and longevity awards once per month.	85 Longevity Certificates & 4 Employee of the Quarter Awards	On Track
Quality of Life and Community Tactics	FY to be Completed	Dept	Performance Measure	Achievements	Status
Increase the number of tobacco and vaping educational presentations to youth by 5% per year, including through Parks and Recreation after school and summer programs.	Ongoing	Health	Number of presentations given.	5	On Track
Continue progression of infrastructure tax projects.	Ongoing	PW	1) Completion of E. William Street, and 2) completion of N. Carson Street.	E. William Street project in progress.	On Track
Provide transitional housing and ancillary services for Specialty Court Programs and Human Services including opportunities to obtain units through City-partnered affordable housing projects.	Ongoing	Courts, Health	Number of offenders provided transitional housing.	12	On Track
Provide UNR Extension programs for youth, adults, families, businesses and organizations that increases the quality of life based on the City's Needs Assessment outcomes.	Ongoing	Coop Ext	Accomplishment of goals and course objectives will be assessed using program evaluation tools and validated survey instruments.	Programs provided to 1536 community members.	On Track
Preparing residents and families for employment through STEM and practical soft skill education deemed essential by public and private sector employers through joint programs developed together by Carson City and state government, the Carson City School District, Western Nevada College, local employers and University of Nevada, Reno.	Ongoing	Coop Ext	Program participant evaluations and informal data collection during programs.	421 4H program participants and 2500 volunteer hours. 4-H STEM and Healthy Kids Healthy Schools Nutrition programs provided to 971 elementary students.	On Track
Maintain or improve the City's Community Rating System (CRS) classification and compare ratings with neighboring counties.	Ongoing	PW	Improve CRS classification for Carson City.	The City's current CRS rating is 6 which results in 20% discount on flood insurance for Special Flood Hazard Areas.	On Track

<i>Quality of Life and Community Tactics</i>	<i>FY to be Completed</i>	<i>Dept</i>	<i>Performance Measure</i>	<i>Achievements</i>	<i>Status</i>
Expand outreach efforts to engage directly with the community around technology, services, and materials available to them. Strengthen ongoing library engagement efforts at the Boys and Girls Club of Western Nevada and deliberately increase library outreach and engagement at K-12 school events.	Ongoing	Library	Number of outreach events participated in by school, number of community members, schools, and students reached. Reach every school in the Carson City area at least twice yearly.	Due to COVID, outreach events were not able to be in person. However, every school was reached out to twice yearly in a virtual format.	On Track
Increase the number of Meals on Wheels services to qualified homebound seniors.	Ongoing	Senior Ctr	Percent increase in average meal count and percent decrease in wait list.	Growth of 5% from last year's meal count. No wait list at this time.	On Track
Attract seniors of all stages of aging to participate at the Senior Center including underserved populations.	Ongoing	Senior Ctr	Increase in monthly programs offered, grant program demographics and decrease wait list.	New programs include movie matinees, cribbage, tai chi, silver smith workshop, art workshops, driver's safety, and wellness screenings. The volume of seniors attending the senior center continues to grow.	On Track
Be the trusted advocate for seniors by connecting them to resources and services for healthy aging.	Ongoing	Senior Ctr	Increase case management units of service and decrease wait list.	State ended Case Management program; however, services are provided by Elder Resource Advocate to Meals on Wheels clients and all others are referred to Nevada Care Connection. As this is no longer grant funded, data collection and tracking is no longer available. This will remain a tactic in the event funding or other resources become available.	On Track
Educate and encourage Women, Infants, and Children (WIC) program participants to breastfeed their infants for at least 6 months.	Ongoing	Health	Percent of Women, Infants, and Children (WIC) program participants that breastfeed their infants for at least 6 months.	43%	On Track
Explore opportunities to fund arts & culture.	Ongoing	CM, CTA	Report on potential funding.	Redevelopment Funds were increased by \$25,000.	On Track
Review and update Arts & Culture Master Plan and implement performance measures.	Ongoing	CM, CTA	Completion of Master Plan update with performance measures.		Complete
Integrate public art into gateway improvements (corridor) and other capital projects.	Ongoing	PW, CTA	Number of art pieces installed.	The Public Art Policy was approved by the Cultural Commission in July 2022 and will be coming to the BOS in September or October.	On Track
Increase community awareness to enforce City ordinances when properties are not maintained to prevent erosion of property values and quality of life.	Ongoing	Com Dev, All	Measure the community engagement practices with code enforcement officers.	Establishing Baseline. In FY 22, there were 124 volunteers.	On Track
Increase community engagement in City programs and activities.	Ongoing	All	Community engagement will increase 5% each year for the next 5 years.	Establishing Baseline	On Track
Promote collaborations with city and local nonprofit leaders to optimize healthy living, ecological conservation, leadership development and sustainable preservation of Carson's heritage through education, research and outreach using UNR expertise and resources.	Ongoing	Coop Ext, Health, Parks	Program participant evaluations and informal data collection during programs.	Implementing Move with the Mayor Program. UNR Horticulturist collaboration with parks maintenance workers on proper planting, pruning and maintenance; 4H Poultry Clubs, Bee Keepers meeting and educating the public at parks facilities; UNCE has free space available for educational programs.	On Track

Quality of Life and Community Tactics	FY to be Completed	Dept	Performance Measure	Achievements	Status
Improve participation in volunteer programs.	Ongoing	All	Percent increase in in-kind match for grants, percent increase in volunteer hours, and percent increase in value of volunteer labor.	Establishing Baseline. In FY 22, there were 124 volunteers.	On Track
Safety Tactics	FY to be Completed	Dept	Performance Measure	Achievements	Status
Provide on-going School District support in accordance with joint agreement that provides dedicated officers to the schools.	Ongoing	SO	Percentage of grant versus total cost of program (cost recovery).	50%	On Track
Provide traffic management program activities, including traffic management enforcement and education, with a goal of Zero Fatalities, consistent with the statewide Zero Fatalities initiative.	Ongoing	SO	Percent changes in injury accidents, non-injury accidents, fatalities, DUI Enforcement, Traffic Citations, Special Event Activities, Joining Forces Activities, Enforcement of Underage Drinking Laws, Traffic Warnings Issued, Volunteer Enforcement Activities, and Educational Activities.	YTD Non-Injury accidents -3%; Injury accidents - 6%	On Track
Utilize evidence based rehabilitative services to reduce recidivism.	Ongoing	Alt Sent	The data will be collected during Formal Probation Reporting week each month.	31 of 102 probationers have successfully completed formal probation.	On Track
Reduce occurrence rates of crimes against persons and property in the community.	Ongoing	SO	UCR and NIBRS.	For the calendar year (12months prior) the monthly crime rate has trended down from 275 monthly to 236. By specific category, Crimes Against Persons has trended down from 62.4 per month to 58.3 per month. Crimes Against Property has trended upward from 103 to 111 per month. Crimes Against Society are excluded from this analysis.	On Track
Strive to achieve Sheriff emergency response times that average 6 minutes.	Ongoing	SO	Percent of calls that average 6 minutes or less response time.	YTD average time 6:47 minutes. Combined emergency response times have steadily increased. Emergency Response Times are calculated from time of call to arrival on scene. While all processes are up, drive time to the scene has taken the largest increase in the past 12 months, increasing the trend from 207 seconds (3.4 minutes) to 334 seconds (5.5 minutes).	On Track
Ensure timely and appropriate fire and EMS emergency response.	Ongoing	Fire	Percent of calls that average 4 minute travel (response) time in urban areas.	YTD 5 minute average. While current response time is 5 minutes this is citywide. Dispatch does not break down by urban areas. However, the Fire Department is in track to improve response times with the construction of the new fire station.	On Track
Provide ongoing Fire Safety Public Education Program for Seniors.	Ongoing	Fire	Number of classes provided.	4 classes educating 91 Seniors	On Track

Safety Tactics	FY to be Completed	Dept	Performance Measure	Achievements	Status
Improve pedestrian safety infrastructure by securing funding and completing selected Tier 1 and Tier 2 priority projects identified in Safe Routes to School (SRTS) Master Plan.	Ongoing	PW	Amount of funding invested in completing Tier 1 or Tier 2 priority projects identified in SRTS master plan. Number of Tier 1 and Tier 2 priority projects completed.	17 Tier 1 or Tier 2 projects completed.	On Track
Enforce building codes and nuisance laws.	Ongoing	Com Dev	Number of stop work orders for building permits and the number resolved; code enforcement issues resolved.	611 CE cases, 170 Parking cases, 5 unresolved stop work notices	On Track
Evaluate need for an intensive community-based program for the high-risk youth in the community due to China Springs Youth Camp closing the boys' program.	2022	Juvenile	Complete evaluation. If program is implemented, use recidivism data to show 50 percent reduction in recidivism.	China Springs boys' program has been re-opened. The Legislative Working Group is looking at changes to funding formulas and governance.	Complete
Sustainable Infrastructure Tactics	FY to be Completed	Dept	Performance Measure	Achievements	Status
Leverage facility condition assessment report to identify priority projects and drive facilities capital improvement project requests.	Ongoing	PW	Number of FCA recommended projects completed.	35	On Track
Explore disposal of excess City property & leased/licensed properties.	Ongoing	PW	Revenue from property sale or lease.	\$44,510	On Track
Increase preventative maintenance versus reactive maintenance of City assets.	Ongoing	PW, Parks	Percent increase in preventative maintenance work orders per year.	Establishing Baseline.	On Track
Increase funding for street maintenance; work in partnership with residents and businesses to develop long term solutions to fund road maintenance.	Ongoing	PW	Graphically present increase in public/private investment spent each year.	Establishing Baseline.	On Track
Analyze number and types of events for impacts on City infrastructure and reinvest in aging infrastructure to attract special events and tourism to Carson City.	Ongoing	CTA, Parks, PW	CTA reporting on events, dollars invested improvements, percent funds leveraged with grants for improvements.	Over \$4.4M invested	On Track
Encourage growth within existing urban boundaries and infill in existing developed areas to prevent "sprawl" and higher infrastructure maintenance costs.	Ongoing	Com Dev	Open space preserved outside "urban boundary" versus private property rezoned for higher density outside the urban boundary.		On Track
Report to the Growth Management Commission peak flow for wastewater and maximum daily demand for water flow related to capacity as well as efforts to expand capacity.	Ongoing	PW	What percentage of capacity/efforts to increase capacity.	Water can be produced at 25MGD and average summer demand is 20MGD. Wastewater is able to process 6.9MGD with average day required at 5MGD.	On Track
Complete a juvenile facility needs assessment and identify potential funding sources including possibly partnering with Storey County.	2022	Juvenile	Completion of Facility Needs Assessment.	Initial report completed. Amendment in progress for FY23.	On Track
Complete a space needs assessment citywide starting with the courthouse.	2022	PW	Completion of assessment and report to the Board.	Report to BOS anticipated September 1, 2022.	On Track



STAFF REPORT

Report To: Board of Supervisors

Meeting Date: September 1, 2022

Staff Contact: Nicki Aaker, Health and Human Services Director; Dustin Boothe, Epidemiology Division Manager

Agenda Title: Possible Action: Discussion and possible action regarding the submission of grant documents by Carson City Health and Human Services (“CCHHS”) to the State of Nevada, Department of Health and Human Services, Division of Public and Behavioral Health (“DPBH”) for the Centers for Disease Control and Prevention’s (“CDC”) Strengthening U.S. Public Health Infrastructure, Workforce, and Data Systems grant, Strategy A1-Workforce, in the amount of \$921,281.25 effective November 1, 2022 through October 31, 2027. (Nicki Aaker, naaker@carson.org and Dustin Boothe, dboothe@carson.org)

Staff Summary: This is a CDC grant passed through DPBH to CCHHS. CCHHS was asked to provide, and did provide, supporting documents to the grant applicant, DPBH, by August 10, 2022. This grant has two components, A and B. Component A has three strategies, and these documents are in support of Strategy A1 – Workforce funding with the goal to support, sustain and train a public health workforce in Carson City and Douglas, Lyon and Storey Counties to meet critical infrastructure needs identified throughout the United States due to the COVID-19 pandemic.

Agenda Action: Formal Action / Motion

Time Requested: 10 minutes

Proposed Motion

I move to ratify the submission of the grant documents as requested.

Board's Strategic Goal

Quality of Life

Previous Action

N/A

Background/Issues & Analysis

According to CDC’s Strengthening U.S. Public Health Infrastructure, Workforce, and Data Systems grant, the COVID-19 pandemic emphasized the critical importance of a robust public health system. Public health departments and other public health partners need to continue their work to respond to COVID-19 and prepare for future public health emergencies. The pandemic also accentuated long-standing weaknesses and created new challenges to the U.S. public health infrastructure. Moreover, COVID-19 affected nearly every aspect of healthcare and public health, laying bare disparities and gaps in some conditions and worsening others. Public health partners need the capacity to regain their footing in these areas and then accelerate their efforts.

Grant recipients will receive funding under two possible components: Component A will support strategically strengthening public health infrastructure and systems related to: Strategy A1 - Workforce, Strategy A2 - Foundational capabilities, and Strategy A3 - Data modernization. Component B will support Component A

recipients to implement key strategies more efficiently and effectively by providing technical assistance, evaluation leadership and support, and mechanisms for communication and coordination across all recipients.

CDC's expectation is for local health departments to receive 40% of the funds allocated to the state. Notification was received from DPBH on July 25, 2022. CCHHS is expected to receive \$921,281.25 for Strategy A1 – Workforce, beginning November 1, 2022, for a five-year period ending October 31, 2027.

CCHHS had to provide the scope of work and budget documents within a condensed time frame and is therefore seeking the Board of Supervisors' retroactive approval of the submission. CCHHS will use the funding to: (1) recruit and hire a Chronic Disease Prevention and Health Promotion Division Manager, and a Public Health Informatician; (2) expand internship opportunities; and (3) expand leadership development for public health staff. Currently, the CCHHS Director is overseeing the Chronic Disease Prevention and Health Promotion Division which consists of the following programs: (1) Adolescent Health; (2) Ryan White Retention in Care; and (3) Tobacco Control and Prevention. This new position will relieve the Director of overseeing a division and allow for attention to other functions. The Epidemiology and Lab Capacity (ELC) grant was paying for an Information Technology position which was housed at the City's Information Technology ("IT") Department since there were high demands within the last couple of years. The grant is no longer paying for this position at the IT Department and the desire is to have a Public Health Informatician located at CCHHS that can assist with CCHHS' multiple public health data systems ensuring client privacy, and that reports are meaningful and useful to staff as well as the public. This position will be proficient in information technology and will serve as the IT expert for the different IT applications needed to do CCHHS' work as the local public health authority.

Applicable Statute, Code, Policy, Rule or Regulation

Carson City Grant Administration Policy CDC Strengthening U.S. Public Health Infrastructure, Workforce, and Data Systems, CDC-RFA-OE22-2203, dated 08/15/2022

Financial Information

Is there a fiscal impact? Yes

If yes, account name/number: New account numbers will be assigned in the Grant Fund if the grant is awarded.

Is it currently budgeted? No

Explanation of Fiscal Impact: If approved and awarded, the grant revenue and expense account budgets will be augmented for the amount of the grant award.

Alternatives

Do not ratify the submission of the grant documents and/or provide alternative direction to staff.

Attachments:

1. [Email from Julia at DPBH_072522.pdf](#)
2. [CDC-RFA-OE22-2203 - Grant Information.pdf](#)
3. [CDC-RFA-OE22_2203_Appendix 1_Sample Activities for Component_A.pdf](#)
4. [CDC-RFA-OE22-2203_Appendix 2_Example Workforce Positions and Position Descriptions.pdf](#)
5. [CDC Workforce Grant -CCHHS - Position Description and Work Plan.pdf](#)
6. [Budget Narrative-Proposed Budget_CCHHS.pdf](#)

Board Action Taken:

Motion: _____

1) _____

2) _____

Aye/Nay

(Vote Recorded By)

Dustin Boothe

From: Julia Peek <jpeek@health.nv.gov>
Sent: Monday, July 25, 2022 2:23 PM
To: Nicki Aaker
Cc: Jeanne M. Freeman; Dustin Boothe
Subject: Strategy A1 Workforce Funding for Carson City Health and Human Services
Attachments: CDC-RFA-OE22-2203 (1).pdf; Section C Budget Narrative-Proposed Budget_7.22.22.xlsx; Appendix 1 _Sample Activities for Component_A.pdf; Appendix 2_Example Workforce Positions and Position Descriptions.pdf

Importance: High

Good afternoon,

As you know, I am working on the application for CDC-RFA-OE22-2203: Strengthening US Public Health Infrastructure, Workforce, and Data System. As recommended in this grant, 40% of Strategy A1 Workforce should support local public health agencies. Clark County/SNHD is getting directly funded, so this portion of the DPBH award will be split between WCHD, CNHD, and CCHHS. Below is how this breakdown occurred based on 2020 population estimates.

Health Authority Breakdown Workforce

	2022 Population Estimate		Workforce Allocation	Notes
WCHD	486,337	\$	2,646,035.32	Washoe County
CNHD	40,605	\$	220,921.43	Churchill, Eureka, Mineral, Pershing
CCHHS	169,330	\$	921,281.25	Carson, Douglas, Lyon, and Storey
<i>Total</i>	696,272	\$	3,788,238.00	

[Nevada County Population Projections 2021 to 2040.pdf \(nv.gov\)](#)

40% of Workforce award: \$ 3,788,238.00

- Starting on Page 9 of the attached grant guidance, the CDC provides guidance on the funding for this strategy can be used.
- I have attached Appendix 1 that outlines the sample activities. Attachment 2 is an example of the position description and workplan. We will need this completed for each position you request with this funding.
- CCHHS will be allocated \$921,281 for this project. I have attached the budget narrative for you to complete to outline how you would like to use the award.
- This funding is expected to start on November 1, 2022.
- Though you have 5 year to spend the funding, you can also spend it more quickly if needed, as the CDC will give us the full amount in year 1.
- Letter of Collaboration/MOU – we will attach a letter of collaboration. This can include how you plan to use the funds, willingness to work with DPBH and CDC to improve public health efforts, willingness to provide routine reports as required, willingness to participate on state and national calls on this grant and/or other training or TA opportunities as needed, etc.

Requested Timeline:

- Budget narrative: no later than Friday, July 29th
- Position description and work plan: no later than Thursday, August 4th
- Letter of Collaboration/MOU: no later than Wednesday, August 10th

Please let me know if you have any questions.

Thanks!

Julia



Julia Peek, MHA, CPM
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Centers for Disease Control and Prevention

Center for Surveillance, Epidemiology, and Laboratory Services

Strengthening U.S. Public Health Infrastructure, Workforce, and Data Systems

CDC-RFA-OE22-2203

08/15/2022

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Part I. Overview

Applicants must go to the synopsis page of this announcement at www.grants.gov and click on the "Subscribe" button link to ensure they receive notifications of any changes to CDC-RFA-OE22-2203. Applicants also must provide an e-mail address to www.grants.gov to receive notifications of changes.

A. Federal Agency Name:

Centers for Disease Control and Prevention (CDC)

B. Notice of Funding Opportunity (NOFO) Title:

Strengthening U.S. Public Health Infrastructure, Workforce, and Data Systems

C. Announcement Type: New - Type 1:

This announcement is only for non-research activities supported by CDC. If research is proposed, the application will not be considered. For this purpose, research is defined at <https://www.gpo.gov/fdsys/pkg/CFR-2007-title42-vol1/pdf/CFR-2007-title42-vol1-sec52-2.pdf>. Guidance on how CDC interprets the definition of research in the context of public health can be found at <https://www.hhs.gov/ohrp/regulations-and-policy/regulations/45-cfr-46/index.html> (See section 45 CFR 46.102(d)).

New - Type 1

D. Agency Notice of Funding Opportunity Number:

CDC-RFA-OE22-2203

E. Assistance Listings Number:

93.967

F. Dates:

1. Due Date for Letter of Intent (LOI):

06/30/2022

Recommended but not Required
LOI due date: 6/30/2022
Project Officer: Jonathan Carlson
Email address: PHInfrastructure@cdc.gov

2. Due Date for Applications:

08/15/2022

11:59 p.m. U.S. Eastern Standard Time, at www.grants.gov.

3. Due Date for Informational Conference Call:

June 29, 2022

Applicant Informational calls: CDC will host 2 informational calls for interested applicants. The content of both calls will be identical. The 2 times are offered as a way to help accommodate the schedules of interested applicants and their locations in varying time zones. Due to limited space, we ask that interested applicants only register for Webinar A or B, but not both.

When: June 29, 2022 3:00 to 4:00 PM Eastern Time (U.S. and Canada)

Topic: OE22-2203 Applicant Informational Call A

Register in advance for this webinar:

https://cdc.zoomgov.com/webinar/register/WN_V5iIgBryTBCUwpp1xxgDqA

When: June 29, 2022 6:00 to 7:00PM Eastern Time (U.S. and Canada)

Topic: OE22-2203 Applicant Informational Call B

Register in advance for this webinar:

https://cdc.zoomgov.com/webinar/register/WN_jrPD018uQMCydBMi6d9vcw

F. Executive Summary:

Summary Paragraph

The COVID-19 pandemic has led to a historic investment in the infrastructure of U.S. public health agencies. This NOFO is drafted to provide support for core infrastructure improvements that include, but are not limited to, these agencies' workforce, foundational capabilities, and data infrastructure. Stronger infrastructure will serve immediate needs to respond to the ongoing COVID-19 pandemic and other public health outcomes that worsened or stalled during the COVID-19 pandemic. The investments will have sustained effects that position these agencies to better meet the ongoing and future public health needs of the communities and populations they serve.

All recipients under Component A will receive workforce and foundational capabilities funding and recipients of Component B will also be funded. Only some recipients, to be determined, under Component A will receive data moderation initiative funding. All awards are subject to availability of funds.

a. Eligible Applicants:

Open Competition

b. NOFO Type:

G (Grant)

c. Approximate Number of Awards

116

Component A: 111

Component B: 5

d. Total Period of Performance Funding:

\$3,945,000,000

e. Average One Year Award Amount:

\$21,938,000

Component A

Strategy A1 Workforce: \$20,000,000

Strategy A2 Foundational capabilities: \$1,260,000

Strategy A3 Data modernization: \$678,000

Component B: \$9,000,000

These amounts are subject to the availability of funds.

f. Total Period of Performance Length:

5

g. Estimated Award Date:

November 01, 2022

h. Cost Sharing and / or Matching Requirements:

No

Part II. Full Text
A. Funding Opportunity Description
1. Background

a. Overview

The COVID-19 pandemic emphasized the critical importance of a robust public health system. Public health departments and other public health partners need to continue their work to respond to COVID-19 and prepare for future public health emergencies. The pandemic also accentuated long-standing weaknesses and created new challenges to the U.S. public health infrastructure. Moreover, COVID-19 affected nearly every aspect of healthcare and public health, laying bare disparities and gaps in some conditions and worsening others. Public health partners need the capacity to regain their footing in these areas and then accelerate their efforts.

This funding is intended to help meet critical infrastructure needs in the short-term; it should also make possible strategic investments that will have lasting effects on public health agencies across the United States. To that end, Component A will support strategically strengthening public health infrastructure and systems related to the workforce, foundational capabilities, and data infrastructure. Component B will support Component A recipients to implement key strategies more efficiently and effectively, by providing technical assistance, evaluation leadership and support, and mechanisms for communication and coordination across all recipients.

Maximum flexibility will be provided to the recipients to carry out this work consistent with the purpose of the funding and the scope of this NOFO. The scope of possible workforce investments is wide, including hiring, retaining, supporting, and training the workforce; there will be no restrictions on the types of positions that can be hired for public health capacity building. Other investments and improvements to foundational capabilities will help modernize public health agencies and position them to be even better service providers and partners. Investments and improvements to modernize the data infrastructure will serve to improve efficiency and effectiveness of those organizations' operations and public health work, including their ability to partner in a complex health and health care environments. These outcomes will lead to public health services being improved, and in turn public health outcomes including COVID-19 will be better addressed.

Across areas, this should be part of a transformation of public health agencies needed to meet the evolving and complex needs of the U.S. population. This transformation will improve public health internal systems and operations. This will necessarily involve creating and strengthening partnerships at all levels. This funding also recognizes a history of underinvestment in U.S. communities that have been economically or socially marginalized, are located in rural geographic areas, are composed of people from racial and ethnic minority groups, are medically underserved, and are disproportionately affected by COVID-19 or other priority public health problems. This program also should support larger efforts to rebalance these investments and serve communities and populations in a more equitable way.

All recipients will receive workforce and foundational capabilities funding under Component A and recipients of Component B will also be funded. Only some recipients, to be determined, requesting A3 Data modernization funding will be funded.

All awards and funding are subject to availability of funds.

b. Statutory Authorities

Section 317(k)(2) of the Public Health Services Act [42 USC 247b(k)(2), as amended]; the American Rescue Plan 2021 Subtitle F—Public Health Workforce, SEC. 2501

c. Healthy People 2030

The "*Healthy People 2030*" focus areas of:

- [Public Health Infrastructure](#)
- [Health Conditions](#) (such as [Respiratory Diseases](#))
- [Health Behaviors](#) (such as [Emergency Preparedness](#) or [Vaccinations](#))
- Social Determinants of Health (such as [Health Care Access and Quality](#))
- Healthcare [Workforce](#)
- [Hospital and Emergency Services](#)

d. Other National Public Health Priorities and Strategies

- [HHS Action Plan to Reduce Racial and Ethnic Health Disparities: A Nation Free of Disparities in Health and Health Care](#)
- [CDC CSTLTS and NACCHO's Public Health Infrastructure and Systems](#)

- [HRSA’s Health Workforce Strategic Plan](#)
- [ASPR/PHE’s US Health Security National Action Plan](#)
- [National Institute of Health’s Workforce Planning Toolkit](#)
- [Data Modernization Initiative Strategic Implementation Plan](#)

e. Relevant Work

This NOFO is complementary and non-duplicative of many CDC program activities, public health priorities, and strategies, in particular:

- [CDC-RFA-OT21-2103](#): National Initiative to Address COVID-19 Health Disparities Among Populations at High-Risk and Underserved, Including Racial and Ethnic Minority Populations and Rural Communities
- [CDC-RFA-CK19-1904](#): Epidemiology and Laboratory Capacity for Prevention and Control of Emerging Infections Diseases (ELC)
- [ELC Enhancing Detection Emerging Issues Project](#): Funding for the Enhanced Detection, Response, Surveillance, and Prevention of COVID-19
- [Accelerating Data Modernization in Public Health Departments | DMI Support | CDC](#): funding under the ELC cooperative agreement for data modernization, electronic case reporting, and vital statistics systems strengthening
- [CDC-RFA- PS19-1901](#): Strengthening Sexually Transmitted Disease Prevention and Control for Health Departments - Supplement for Disease Intervention Services (DIS) Workforce Development
- [CDC-RFA-TP22-2201](#): Public Health Crisis Response Cooperative Agreement
- [CDC RFA-OT18-1803](#): Tribal Public Health Capacity Building and Quality Improvement
- [CDC-RFA-OT20-2004](#): Supporting Tribal Public Health Capacity in Coronavirus Preparedness & Response

2. CDC Project Description

a. Approach

Bold indicates period of performance outcome.

Logic Model: Strengthening US Public Health Infrastructure, Workforce, and Data Systems (Components A and B)

Strategies	Short-Term Outcomes	Intermediate-Term Outcomes	Long-Term Outcomes
Component A: Strengthening public health (PH) infrastructure			
Strategy A1: Workforce	ST1. Increased hiring of diverse staff (A1)	I1. Increased size and capabilities of the PH workforce (A1-2)	LT1. Accelerated prevention, preparedness, and response
Strategy A2: Foundatio	ST2. Improved organizational systems &	I2. Stronger PH	

nal capabilities	processes (A2)	foundational capabilities (A1-3)	to emerging threats (A1-3)
Strategy A3: Data modernization	ST3. More modern and efficient data infrastructure (A3) ST4. Increased data interoperability (A3)	I3. Increased availability and use of PH data (A3) I4. Increased reach of PH services (A1-3)	LT2. Improved other public health outcomes (A1-3)
Component B: Technical assistance for public health agencies			
Strategy B1: Training and technical assistance for Component A	ST1. Increased grant implementation knowledge & skills among Component A recipients (B1, B2)	I1. Increased effectiveness of strategy implementation among Component A recipients (B1, B2)	LT1. Increased achievement of Component A grant outcomes (B1-B3)
Strategy B2: Grant program evaluation	ST2. Increased hiring & retention mechanisms available to Component A recipients (B1)	I2. Increased efficiency of strategy implementation among Component A recipients (B1, B2)	LT2. Strengthened capacity of Component A recipients (B1-B3)
Strategy B3: Grant coordination & communication	ST3. Increased knowledge about grant processes & outcomes among Component A recipients, CDC, & other partners (B2, B3)	I3. Improved sharing of lessons learned & evidence among Component A recipients, CDC, and other interested partners (B1-B3)	

i. Purpose

Component A will serve many purposes. First, it will enable recipients to hire, retain, sustain, and train the public health workforce, and strengthen their foundational capabilities. Also, with potential investments in data modernization, public health services will be expanded, improved, and accelerated, and in turn public health concerns including COVID-19 will be better addressed. The purpose of Component B is to support successful implementation of Component A, by providing technical assistance, evaluation support, and coordination and communication support among relevant partners.

ii. Outcomes

Under Component A, strategy A1 Workforce, the key outcomes that recipients are expected to achieve by the end of the period of performance include increased hiring of diverse staff and increased size and capabilities of the public health workforce with improved wages and protections. For strategy A2 Foundational capabilities, the key outcomes include improved organizational systems and processes and evidence of stronger public health foundational capabilities. For strategy A3 Data modernization, key outcomes include a more modern and efficient data environment, increased data interoperability, and increased availability and use of

public health data. Key outcomes specific to Component B include increased hiring and retention mechanisms available to Component A recipients and, in the longer term, improved sharing of lessons learned and evidence among Component A recipients, CDC, and other interested partners.

iii. Strategies and Activities

Component A: Strengthening Public Health Infrastructure

Key principles

All work under Component A should be grounded in three key principles:

- The need for data and evidence to drive planning and implementation
- The critical role that partnerships will play in success, and
- The imperative to direct these resources in a way that supports health equity

All planning for investments in workforce, foundational capabilities, and data modernization must be driven by careful, strategic thinking, relevant data and evidence, and engagement with key partners. Recipients should take the time needed to plan these investments in ways that meet their needs and contexts. Strategic, data-driven planning should help maximize the benefits of these investments to public health agencies and the populations they serve. This approach should continue throughout implementation, to guide any needed course corrections and generate evidence about the effectiveness of strategies implemented through this grant.

Across the strategies below, recipients will need to collaborate and coordinate with a wide range of partners, to support planning, implementation, and evaluation. Those partners may vary across strategies and across recipients, but the need to devote significant funding and staff time toward building and strengthening old and new partnerships will be a common thread.

Across the strategies below, recipients are expected to approach planning and implementation with health equity, diversity, equity, inclusion, and accessibility in mind. How this looks may vary by strategy. For example, workforce investments should include dedicated efforts to recruit staff from the communities they serve and continue to create a public health workforce that can meet the needs of all communities. Investments in the data should be directed in ways that help strengthen ties with, and services in U.S. communities that have been economically or socially marginalized, are located in rural geographic areas, are composed of people from racial and ethnic minority groups, are medically underserved, and are disproportionately affected by COVID-19 or other priority public health problems.

Strategy requirements for recipients of Component A

Applicants are encouraged to apply for all Strategies A1-A3 and to propose work under some or all Key Activities, to benefit from this opportunity. Applicants that apply for Strategy A1 must include Key Activity 6: at a minimum, this includes: supporting a fulltime Workforce Director and evaluation staff. Applicants may support a Data Modernization Director under strategy A1 Workforce, but this is not required.

Additional strategy requirements for statewide recipients of Component A

No less than 40% of the funding provided to state health department recipients for Strategy A1 Workforce should be distributed among the local health departments that have not received direct funding from this grant. All recipients should demonstrate how they will reduce or eliminate the administrative requirements and reporting burden put upon local public health departments and nonprofit organizations supporting grant activities. No recipient should request or require additional programmatic reports, work plans, or expenditure information from local health departments beyond what is required by the grant, unless otherwise required by law. State health departments should ensure that these funds are dispersed to their jurisdictional local health departments within the first year of the grant. (This guidance does not supersede state, and local rules, and regulations, or official funding agreements between state and local public health agencies.) These items should be described in the project and budget narrative.

Flexibility for recipients of Component A

The strategies and activities outlined below are broad by design and intended to provide recipients with maximum flexibility to meet their needs. Applicants can apply for one or more of the Strategies A1-A3 below, and within any selected Strategy, applicants can apply for one or more of the Key Activities. Applicants can also propose Key Activities not listed under a strategy, so long as they clearly align under the broader strategy ([Appendix 1 Sample Activities for Component A.docx](#))

Strategies A1-A3 overlap to some extent, and recipients can fund and organize their proposed activities under whichever strategy they wish, given their program's priorities and budget. For example, workforce can be supported under all strategies as appropriate, and work related to data infrastructure can be supported under Strategy A2 Foundational capabilities and under Strategy A3 Data modernization. Similarly, activities to strengthen human resource and workforce related systems and processes can be supported under Strategy A1 Workforce or A2 Foundational capabilities.

Guidance for applicants to Component A

In the narrative portion of the application, for each strategy for which they are applying, applicants should explain why they are applying for that strategy and describe the organizational transformations they expect to accomplish in 5 years under this grant. When information or data are lacking to support the rationale for a particular strategy, applicants should outline the purpose and timeframe for any new assessments or analyses that need to be conducted to guide work under this NOFO. Under each strategy, applicants should describe the Key Activities that they plan to implement in year one, if funded, and the reasons or evidence that make those activities both feasible and effective in the applicant's public health system and context. Applicants are encouraged to provide a description of their current state, key barriers or constraints to moving forward, and how these funds would be used to overcome or circumvent those barriers.

Each strategy being applied for should have a clear separate Abstract Narrative, Project Narrative and Budget Narrative with the following verbatim titles identifying each strategy: A1 Workforce, A2 Foundational capabilities, and A3 Data modernization.

Strategy A1 Workforce

The intent of the strategy is to reinforce and expand the public health workforce by hiring, retaining, supporting, and training the workforce and by strengthening relevant workforce planning, systems, processes, and policies. The public health workforce that can be supported includes the full range of public health positions, across levels of workforce tenure and seniority, public health topic or program areas, and competencies. Positions may include those that are inherently public health in nature and those that are inherently cross-cutting or foundational in nature. The staff may work directly for the recipient or work for a governmental or non-governmental partner organization. ([Appendix 2_Example Workforce Positions and Position Descriptions.docx](#))

Under the strategy, recipients can fill vacancies and create new positions, and they can retain staff who are on term appointments, whom they wish to extend employment. Recipients can also make significant new investments in workforce engagement, well-being, and other related programs and services, to assist with retention and help improve emotional, mental, and physical health outcomes of the workforce. New and existing staff always need training, whether to refresh skills and knowledge or to learn new skills, given a dynamic public health work environment. Under this strategy, recipients can expand and strengthen training programs across focus or topic areas, intended audiences, methodologies, and formats. All trainings should strive to adhere to CDC's Quality Training Standards [[Quality Training Standards | Training Development | CDC](#)] and, when appropriate, to be made available through [CDC TRAIN](#).

Recipients also can use this grant to strengthen their own workforce and human resource related planning, systems, processes, and policies. Improving recipients' organizational administrative competencies related to human resource services may be necessary to accomplish the other Key Activities under this strategy. Some modifications and improvements may be put in place to assist directly with rapidly hiring, retaining, supporting, and training staff, but recipients may also pursue longer-term system or process improvements whose effects may not be felt immediately. As noted above, no less than 40% of the funding provided to state health department recipients for Strategy A1 Workforce should be distributed among the local health departments that have not received direct funding from this grant.

Across work in the strategy, recipients and their partners should prioritize recruiting and hiring staff who are from the communities and populations served. Recipients and their partners also should demonstrate a commitment to diversity, equity, inclusion, and accessibility in their workforce recruitment and selection processes, communication, and outcomes. Moreover, recipients and partners should strive to create high quality jobs with benefits, flexibilities, and salary levels that are attractive and provide job protection and security.

Some costs associated with recruitment and hiring are allowable, including supplies and equipment needed to perform their jobs, personal protective equipment, data management, and other necessary supplies. 45 CFR part 75 outlines the parameters related to allowable costs that might be implicated in proposed activities.

Strategy A1 Workforce: Specific requirements

In addition to adhering to the three cross-cutting principles and the requirements outlined for all of Component A, applicants under Strategy A1 Workforce must also adhere to these requirements:

- Any applicant to this strategy should include significant work under Key Activity 1, Recruit and hire. Applicants are encouraged to apply to conduct work under all five Key Activities.
- Applicants must include Key Activity 6 related to supporting a Workforce Director, and evaluation staff. Supporting a DMI Director is an encouraged option, but not required.

Strategy A1 Workforce: Key activities (Refer to Appendix 1_Sample Activities for Component A and Appendix 2_Example Workforce Positions and Position Descriptions)

1. **Recruit and hire new public health staff.** For example, this could include expanding recruitment efforts, creating new positions, improving hiring incentives, and creating new hiring mechanisms.
2. **Retain public health staff.** For example, this could include strengthening retention incentives, creating promotional opportunities, and transitioning staff to other hiring mechanisms.
3. **Support and sustain the public health workforce.** For example, this could include strengthening workplace well-being programs and expanding engagement with the workforce to address their mental, emotional, and physical well-being.
4. **Train new and existing public health staff.** For example, this could include improving the quality and scope of training and professional development opportunities for all staff.
5. **Strengthen workforce planning, systems, processes, and policies.** For example, this could include maintaining and upgrading human resource systems, identifying ways to better collect and use workforce data, and identifying policies that could facilitate more efficient and effective workforce development and management.
6. **Strengthen support for implementation of this grant.** At a minimum, applicants must:
 - Support a full-time Workforce Director who has sufficient authority and seniority to effectively manage the work under this grant. This individual must report to the highest level of the recipient organization, be able to represent the recipient organization, and participate actively in discussions and meetings with other recipients and CDC about the grant and their experiences under it. (Required)
 - Dedicate at least 1.0 full-time employee to program evaluation and performance measurement for all work proposed under Strategies A1-A3. These evaluation staff will facilitate progress reporting, use of grant performance measures, internal evaluation activities, collaboration with national partners from Component B on evaluation of the grant, and participation in relevant national organizational and workforce assessments. (Required)
 - Successful applicants may choose to use A1 Workforce funding to hire a Data Modernization Director. This is an encouraged option, not a requirement.

Strategy A2 Foundational Capabilities

The intent of this strategy is to strengthen recipients' overall systems, processes, and policies to ensure a strong core infrastructure needed to protect health and provide fair opportunities for all. The Foundational Public Health Services (FPHS) [FPHS | PHNCI](#) framework defines a minimum set of capabilities and areas that must be available in every community. The FPHS framework aligns well to the core capabilities that CDC itself seeks to strengthen and supports advancement in delivering [Essential Public Health Services](#). The framework includes eight (8) public health infrastructure foundational capabilities, which are the cross-cutting skills and capacities needed to support basic public health protections and other programs and activities that are key to ensuring the community's health and achieving equitable health outcomes.

These capabilities include: 1) Assessment/Surveillance, 2) Emergency Preparedness and Response, 3) Policy Development and Support, 4) Communications, 5) Community Partnership Development, 6) Organizational Competencies, 7) Accountability/Performance Management, and 8) Equity.

Effectively managing a public health agency implicates every aspect of these foundational capabilities <https://phnci.org/transformation/fphs>. It also includes strengthening the public health agency's ability to meet or exceed the standards and measures outlined in the national consensus accreditation standards for health departments, which are aligned with the foundational capabilities and ensure that these are in place. [Version 2022 - Public Health Accreditation Board \(phaboard.org\)](#) Recipients should consider how to meet or exceed the public health accreditation standards and measures that align to these foundational capabilities.

As jurisdictions transition from COVID-19 emergency response footing to long-term, sustainable approaches to delivering the essential public health services, A2 funding will focus on supporting those core foundational capabilities that are not directly funded by other sources but are nonetheless important to underlying public health infrastructure. All the foundational capabilities may be supported by this funding. However, to reduce the duplication of effort specific to foundational capabilities funded through other sources, such as surveillance, epidemiology, laboratory capacity, and vital records, work under Strategy A2 should focus on the following crosscutting activities that do not have a direct source of CDC funding.

Strategy A2 Foundational capabilities: Key activities ([Appendix 1_Sample Activities for Component A.docx](#))

1. Strengthen accountability/Performance management, including accreditation.
2. Strengthen organizational competencies addressing information technology, data modernization human resources, financial management, contract, and procurement services.
3. Enhance communications.
4. Enhance or increase policy development and legal services and analysis.
5. Strengthen community partnership development and engagement.
6. Improve equity and organizational competencies addressing leadership, governance, and strategic planning.

7. As appropriate, implement plans to transition from COVID-19 emergency response and other emergency response and preparedness projects.

Strategy A3 Data modernization

This funding supports jurisdictions to develop and deploy scalable, flexible, and sustainable technologies, policies, and methods to implement world-class data and analytical capabilities to support the Essential Public Health Services. Public health data infrastructure should have clear governance structures that are inclusive (e.g., consider the needs of counties and cities as well as states) and technically enforceable (i.e., written into the infrastructure's code). The data infrastructure should be able to scale rapidly, be flexible to accommodate changing needs in public health surveillance and response, ensure bidirectional data flow, and provide predictive ability to identify emerging public health risks and concerns. All activities undertaken should reduce burden on health care and public health partners reporting data, while enhancing data sharing at all levels. This effort also aims to accelerate modernization through enhancing the public health data workforce and encourages the use of shared data and health information services and infrastructure offered via CDC or partner organizations. The goal is to enhance the data and information infrastructure used by public health.

Governance processes should assure that state level activities consider the needs of counties and cities, and that city and county level initiatives do not duplicate services, systems, or other resources available from the state public health agency. Strategies should ensure the ability to exchange and integrate data among public health systems and agencies, and with health care and other public health partners, including tribal entities as appropriate. Recipients will be expected to demonstrate step-wise progress in assessing current functionalities and prioritizing modernization needs prior to making investments. Every effort should be made to ensure the sustainability by leveraging procurement approaches that support modern service design and development.

This funding opportunity builds on and is expected to coordinate with and leverage, but not duplicate, the workforce, laboratory system, and data-related progress made via Epidemiology and Laboratory Capacity for Prevention and Control of Emerging Infectious Diseases (ELC), Public Health Emergency Preparedness (PHEP), and other funding opportunities and investments.

Recipients of this funding are required to coordinate with and leverage, but not duplicate, the workforce, laboratory system, and data-related activities in Epidemiology and Laboratory Capacity for Prevention and Control of Emerging Infectious Diseases (ELC), Public Health Emergency Preparedness (PHEP), and other funding opportunities and investments. Applicants of A3 must specify in their proposals as to whether or not they are a current recipient of data modernization funding through the CDC Epidemiology and Laboratory Capacity for Prevention and Control of Emerging Infectious Diseases (ELC) supplemental funding.

Strategy A3 Data modernization: Requirements

- Investments in stand-alone, monolithic systems with limited interoperability are not allowed.

- Investment in new system design/configurations will require sign-off from CDC DMI program prior to jurisdictional procurement to ensure alignment with the North Star Architecture strategy.
- Key Activities 2-4 below are required.

Strategy A3 Data modernization: Key activities ([Appendix 1 Sample Activities for Component A.docx](#))

1. **Identify** a data modernization director and supporting team that will be responsible for ensuring the jurisdiction takes an agile, enterprise-wide approach in assessment, planning, and incremental implementation of modernization activities. The director may be funded through this award or other sources. This position is strongly recommended as part of Strategy A1 Workforce.
2. **Assess and report** the current capacity, gaps, and opportunities to modernize the public health data infrastructure and workforce. For jurisdictions who have recently completed a data modernization assessment (e.g., within the past 2 years) previous assessments should be reviewed and updated. This is a required activity.
3. **Create implementation plans** for 1) modernization of public health data environment to support public health work that includes forward-looking use of flexible, scalable, sustainable infrastructure that leverages shared services and cloud-native technology and 2) workforce development to address existing gaps, build capacity within the current workforce and sustain modernization gains. Implementation plans should be based on assessment results. Initial implementation plans should be developed by the end of Year 1, and must demonstrate collaboration across city, county, and state public health agencies and not duplicate systems and services. This is a required activity. Workforce needs may be addressed through Strategy A1 Workforce or Strategy A3 Data modernization, and while it is an encouraged option to include hiring a DMI director, it is not required.
4. **Implement** developed work plans to realize data infrastructure enhancements and improvements. Implemented activities should be aligned with national efforts and national standards. As part of implementation, recipients will be required to 1) attend an annual Data Modernization Workshop; 2) participate in a CDC-sponsored Data Modernization Learning Community and 3) participate in other established and relevant communities of practice as appropriate. This is a required activity.
5. **Accelerate implementation** by proposing innovative modernization projects to enhance data quality, exchange, dissemination, and use. Acceleration projects will only be approved after progress on activities 1-4 has been demonstrated.

For Strategies A3 Data modernization CDC may develop additional supplemental guidance that outlines additional work plan and budget requirements tailored to the jurisdictional public health infrastructure needs and congressional language in appropriations specific to this strategy that could include specific data modernization activities not listed in the activities section of this funding opportunity.

Component B: Technical Assistance for Component A

The purpose of Component B is to support Component A recipients to implement Strategies A1-A3 more efficiently and effectively. Component B recipients will do this by providing technical assistance, evaluation leadership and support, and mechanisms for communication and coordination across all recipients and CDC.

Applicants to Component B can apply for one or more Strategies below.

All recipients of Component B will be expected to communicate and coordinate with one another, to support and streamline engagement with Component A recipients, with the assistance of the recipient of Strategy B3. Regardless of strategy in which they work, Component B recipients are encouraged to help Component A recipients build and strengthen partnerships with academic institutions including minority-serving institutions (e.g., HBCUs, HACUs, etc.) and other technical organizations operating in recipients' project areas, to support more sustainable access to technical assistance and expertise.

Strategy B1 Training and technical assistance for Component A Strategies A1, A2, and A3

The intent of this strategy is to assist recipients of Component A more efficiently and effectively plan and implement their grant activities. Recipients of Strategy B1 should facilitate collection and use of relevant data, expedite access to information and mechanisms that help recipients meet their grant goals, and increase recipients' skills and capacity to retain some of the gains of the grant in the longer term. The training and technical assistance offered should be driven by Component A recipients' needs. The training and technical assistance should be of such high quality and value to Component A recipients, that voluntary uptake will be high.

Applicants to Strategy B1 can choose to propose one or more Key Activities.

Key activity 1: Evidence-driven planning for Strategy A1 Workforce and Strategy A2 Foundational capabilities

One or more Component B recipients should support Component A recipients by providing cross-cutting and ongoing planning activities, through providing technical assistance with:

- Conducting foundational capabilities and workforce needs assessments
- Synthesizing and using data related to the workforce to guide work under Strategy A1
- Synthesizing and using data related to foundational capabilities to guide work under Strategy A2
- Analyzing and using the above types of data for program improvement and decision-making
- Creating and strengthening partnerships with academic institutions including minority-serving institutions (e.g. HBCUs, HACUs, etc.), academic organizations, and other technical organizations to support implementation of Strategies A1-A2 and to increase student rotations at public health departments.

Assistance related to workforce and foundational capabilities planning should be made available as soon as possible after awards are made to Component A recipients, particularly for those recipients that do not have recent strategies or needs assessment data to drive planning for their Component A grant application. This assistance should help recipients revise and strengthen

their work plans during the period of performance under A1 and A2 of this grant. This kind of assistance should continue during the grant period. For example, with continuation applications to the grant and other ongoing planning needs at the recipient level.

Key activity 2: Evidence-driven implementation for Strategy A1 Workforce and Strategy A2 Foundational capabilities

One or more Component B recipients should also support Component A recipients by identifying and providing access to evidence and information about best practices and models for recipients to draw from for implementation, such as:

- Model job descriptions, personnel sharing agreements, scopes of work, and requests for proposals
- Conducting regional and national pay and salary reviews
- Guidance on how to identify, develop, and evaluate high quality programs to implement under A1 Workforce and A2 Foundational capabilities (e.g., workforce training programs, strategic planning approaches)
- Model policies and legislation, including those related to hybrid workplaces, teleworking policies, hiring caps, and workforce surge capability
- Access to new evidence and tools that support implementation
- Access to human resource, workforce development, and foundational capability expertise, which recipients could access for tailored assistance
- Direct support for peer-to-peer learning on best practices, with travel support or honorariums
- Development of a peer-to-peer exchange program between CDC and state, local and territorial public health agencies (e.g., providing a 4-week experiential on-site learning opportunity)

Key activity 3: Data modernization

One or more Component B recipients should support Component A recipients through assessing training needs and providing training opportunities to support the use of flexible, scalable, sustainable infrastructure that leverages shared services and cloud-native technology and is focused on data standards and technologies. Example training topics may include, but are not limited to, the following: software as a service, HL7 standards including V2, V3 and FHIR, machine learning, trust frameworks (e.g., TEFCA), USCDI and USCDI plus, and national initiatives, as they are announced. Partners will be responsible for

- Understanding jurisdiction training needs
- Identifying and contracting with vendor partners to deliver trainings in a variety of modalities
- Promoting available training offerings to recipients
- Maintaining a repository of developed trainings that is accessible to jurisdictions for training on demand, and

- Conducting other activities associated with expanding access to standards-based trainings.

Training topics and delivery methods will be developed in coordination with CDC. Training topics that do not support the use of flexible, scalable, sustainable infrastructure by jurisdictions will not be approved.

Key activity 4: Accessing staffing solutions and contracts to facilitate implementation of Strategies A1, A2, and A3

One or more Component B recipients should support Component A recipients by providing direct access to hiring, retention, training, and systems strengthening mechanisms. These may include coordinated access to:

- National, regional, or multi-state recruitment and hiring campaigns, platforms, or hubs
- Staffing solutions and direct mechanisms for hiring staff, or multi-state hiring contracts and mechanisms, particularly for positions that are hard to fill
- Multi-state or national contracts for training support
- Information technology agencies and contractors to introduce or modify human resource or related workforce, administration, and other data systems

Strategy B2 Grant program evaluation

A comprehensive evaluation of this grant is important to further build the evidence base around workforce development, foundational capabilities, and data modernization and to identify best practices and lessons that the public health sector could take forward, after this grant is over. To that end, one or more partners will be funded to take on an evaluation leadership role. This role will include development and management of a comprehensive evaluation plan involving multiple evaluation methods and ongoing dissemination and reflection on results obtained. Various audiences will need to be served by the evaluation activities, including the Component A recipients, CDC, the public health sector, and Congress. The primary aim of this strategy is to evaluate the grant, not to build evaluation capacity of the recipients, though some capacity-building is encouraged. The recipient(s) of Strategy B2 can subgrant to various evaluation partners, as they see fit, to accomplish the evaluation goals.

One or more Component B recipients will, in collaboration with CDC and Component A recipients:

- Design and implement an evaluation plan for the grant, which will likely include multiple case studies, surveys, focus groups, and triangulation with other existing data sources, performance measures, and other process and grant activity tracking
- Synthesize evaluation results, along with work plan and CDC performance measure data
- Support Component A recipients with participating in, analyzing, and using existing national initiatives that are related to describing the public health workforce and foundational capabilities, such as the [PHWINS](#), [ASTHO Profile](#), [NACCHO Profile](#), [Lab Testing Capacity](#), [Epidemiology Capacity Assessments](#), and health department accreditation efforts www.phaboard.org. Coordinate with and support, as appropriate, key

partners involved in existing national initiatives that are related to describing the public health workforce and foundational capabilities

- Prepare briefs that highlight notable programmatic experiences for recipients as well as other audiences
- Assist Component A recipients with preparing and reporting performance measures to CDC
- Disseminate and promote use of preliminary and final evaluation results, to Component A recipients, CDC, other partners, and the peer-reviewed literature

Strategy B3 Grant coordination and communication

This grant will have numerous recipients that reflect a wide range of capacity, needs, and strategic approaches. However, they will share many characteristics and will be working towards similar goals. Communication among Component A recipients about their experiences, plans, questions, and findings is key to helping each one move forward with their work in efficient and effective ways. The recipient(s) of Strategy B3 will facilitate this communication and should adopt multiple means for doing so, from annual meetings to regular webinars and other online ways to share information and questions in real time. This recipient(s) will also help coordinate communication between the Component A recipient community and CDC, to complement the work of project officers and other CDC staff supporting implementation.

Key Activity 1: Crosscutting coordination and communication

One or more Component B recipients will, in collaboration with CDC and Component A recipients:

- Create, host, and maintain one or more communities of practice for recipients to exchange information and resources
- Hold regular informational webinars for recipients
- Organize annual recipient meetings (virtual and in-person, as appropriate)
- Facilitate communication between CDC and the recipient community, including identification and maintenance of relevant online platforms for sharing
- Facilitate communication and coordination among the other Component B partners to support and streamline engagement with the Component A recipients
- Facilitate communication and coordination between Component B partners and the recipient community, including maintenance of a system for managing and tracking TA requested from and provided to recipients
- Obtain feedback from the recipient community as needed

Key Activity 2: Data modernization

In collaboration with CDC, one Component B recipient with a strong understanding of modern public health data systems and informatics principles and practices should support recipients of Strategy A3 Data modernization through planning, organizing, and convening a yearly two-day

Public Health Data Modernization Workshop. Attendance at this workshop will be a required activity for all recipients funded for Strategy A3. Data modernization includes technologies, processes, strategies, and workforce capacity building that accelerate improvements to data quality, exchange management and use.

- The purpose of the workshop will be to convene the recipient data modernization directors and at least one supporting team member to improve their ability to modernize the data infrastructure and enhance data capabilities in their jurisdiction.
- The content of the workshop will be developed in coordination with CDC and should include training, sharing and discussions about data modernization topics (e.g. data standards, analytics, shared services, effective technologies), and strategies for conducting workforce development in these areas.

One Component B recipient with a strong understanding of modern public health data systems and informatics principles and practices will be selected to support all recipients through planning and convening a monthly or bi-monthly jurisdiction data modernization community of practice that will allow for more regular discussion of lessons learned and promotion of peer-to-peer learning across funded jurisdictions. Regular participation in this learning community will be a required activity for all recipients funded for data modernization.

- The purpose of the learning community will be convening DMI Directors and other jurisdictional colleagues on a routine basis to promote sharing of lessons learned and peer-to-peer learning opportunities.
- The convened learning community will be developed in coordination with CDC and should include a monthly or bi-monthly schedule of virtual learning community gatherings, as well as an online collaboration space.

Applicants are to only apply to Component A or to Component B of this Notice of Funding Opportunity, but not both.

1. Collaborations

Please see sections a and b below.

a. With other CDC programs and CDC-funded organizations:

Recipients of Component A and B are expected to collaborate, as appropriate, with CDC programs and centers, institutes, and offices (CIOs) to ensure that activities and funding are coordinated with, complementary of, and not duplicative of efforts supported under other CDC programs that support the public health workforce, data modernization, or the COVID-19 response. Given that this grant can serve nearly any aspect of a public health system, recipients will need to coordinate with nearly every CDC-funded grant or cooperative agreement that they receive or work with. The points of coordination and collaboration are numerous. Thus, we encourage the recipient to place the management for this grant in direct line of the office of the public health director and preferably under public health department leadership that has experience with managing crosscutting and flexible resources meant to improve the entire organization.

Specific to this grant, recipients of Component A should receive training and technical assistance from recipients of Component B1. Component A and Component B recipients are expected to

collaborate around the identification of training and technical assistance needs, sharing of best practices, lessons learned, and other communications.

All recipients of Component B will be expected to communicate and coordinate with one another, to support and streamline engagement with Component A recipients, with the assistance of the recipient of Strategy B3. Regardless of strategy in which they work, Component B recipients are encouraged to help Component A recipients build and strengthen partnerships with academic institutions including minority-serving institutions (e.g., HBCUs, HACUs, etc.) and other technical organizations operating in recipients' project areas, to support more sustainable access to technical assistance and expertise.

b. With organizations not funded by CDC:

The areas for collaboration with organizations not funded by CDC are also numerous and will extend across a recipient's public health system and program areas. These collaborations fall into two categories: those that relate to the internal operations of recipients' own organizations and those that relate to the areas and populations that these agencies serve. Data infrastructure-related collaborations should include existing and new partners to advance data exchange and modern data architectures and processes.

Specifically, Component A applicants should describe the primary collaborations that will help them implement their respective strategies. Applicants are encouraged to strengthen or establish new funding relationships with national, regional, or local partners, academic institutions, and community organizations that 1) have experience with aspects of public health infrastructure planning, development, and staffing, systems improvement, etc. or 2) can collaborate on data standardization, exchange, dissemination, and use; shared services and infrastructure; and data infrastructure design, planning and implementation.

Applicants of Component A should also acknowledge and focus this grant's efforts towards supporting U.S. communities that have been economically or socially marginalized, are located in rural geographic areas, are composed of people from racial and ethnic minority groups, are medically underserved, and are disproportionately affected by COVID-19 or other priority public health problems. This area for collaboration will require strong relationships and partnerships with existing community or social service delivery programs for African American, Hispanic, Asian American, Pacific Islander, Native American and other racial and ethnic minority groups and people living in rural communities. Specifically for the Strategy A1 Workforce strategy, this work also includes hiring staff who reflect the communities in which they will serve and enhancing the public health-related data available for those communities.

Such key partners may include the following:

- Community-based and civic organizations
- Federally recognized tribes, or tribal-serving organizations
- Academic institutions, and universities (e.g., minority serving institutions – Historically Black Colleges and Universities (HBCUs), Hispanic Association of Colleges and Universities (HACUs), American Indian Higher Education Consortium (AIHEC), Tribal Colleges and Universities (TCUs)
- Asian American and Pacific Islander Serving Institutions (AAPI)

- Organizations associated with the [Public Health AmeriCorps](#) program
- Faith-based organizations
- Local governmental agencies and community leaders
- Local businesses and business community networks and organizations, (e.g., employers, local chambers of commerce, or small business community groups)
- Social services providers and organizations, including those that address social determinants of health (e.g., community transportation; anti-discrimination organizations; legal services)
- Health care providers, including community health centers (e.g., federally qualified health centers [FQHCs])
- Health-related organizations, (e.g., pharmacies, testing centers, or community health workers)
- State Offices of Rural Health (SORH) or equivalent, State Rural Health Associations (SRHAs)
- Rural Health Clinics (RHCs) and Critical Access Hospitals (CAHs)

Component A applicants should describe in the application their primary collaborations that further the intent of this grant. Specifically, they should demonstrate their commitment to local partnerships and to using those partnerships to strengthen their infrastructure in ways that reflect the populations being served and that direct those infrastructure investments to areas of greatest public health need.

Relevant memoranda of understanding (MOUs), memoranda of agreement (MOAs), or letters of support are acceptable, but not required. Please use naming convention “ApplicantName_Collaborations_MOU_YYMMDD,” and upload to www.grants.gov.

This section only applies to Component A applicants.

2. Target Populations

The populations to be served by this grant will vary across recipients and depend on local needs. The population this grant serves are those that use public health services including, U.S. communities that have been economically or socially marginalized, located in rural geographic areas, are composed of people from racial and ethnic minority groups, are medically underserved, and those disproportionately affected by COVID-19 or other priority public health problems. Applicants should describe how they will use infrastructure investments to advance health equity in their jurisdictions. This should include involving relevant communities in the planning, implementation, and evaluation of applicants’ current and future infrastructure goals, as appropriate.

a. Health Disparities

Component A recipients are expected to direct this grant effort toward reducing the burden of COVID-19 and other public health problems among disproportionately affected populations and medically underserved communities. Component B recipients should fully support this among the Component A recipients.

Component A applicants should describe the specific public health problems, groups, and geographic areas towards which they plan to direct the grant effort. They should describe how this plan should serve the aim of reducing health disparities and promoting health equity in the jurisdiction. Component B applicants should describe their commitment to supporting these goals among Component A recipients they will serve.

iv. Funding Strategy

Coronavirus Disease 2019 (COVID-19) Funds

A recipient of a grant or cooperative agreement awarded by the Department of Health and Human Services (HHS) with funds made available under the Coronavirus Preparedness and Response Supplemental Appropriations Act, 2020 (P.L. 116-123); the Coronavirus Aid, Relief, and Economic Security Act, 2020 (the “CARES Act”) (P.L. 116-136); the Paycheck Protection Program and Health Care Enhancement Act (P.L. 116-139); and/or the Consolidated Appropriations Act and the Coronavirus Response and Relief Supplement Appropriations Act, 2021 (P.L. 116-260) and/or the American Rescue Plan of 2021 [P.L. 117-2] agrees as applicable to the award, to: 1) comply with existing and/or future directives and guidance from the Secretary regarding control of the spread of COVID-19; 2) in consultation and coordination with HHS, provide, commensurate with the condition of the individual, COVID-19 patient care regardless of the individual’s home jurisdiction and/or appropriate public health measures (e.g., social distancing, or home isolation); and 3) assist the United States Government in the implementation and enforcement of federal orders related to quarantine and isolation.

In addition, to the extent applicable, Recipient will comply with Section 18115 of the CARES Act, with respect to the reporting to the HHS Secretary of results of tests intended to detect SARS-CoV-2 or to diagnose a possible case of COVID-19. Such reporting shall be in accordance with guidance and direction from HHS and/or CDC. HHS laboratory reporting guidance is posted at: <https://www.hhs.gov/sites/default/files/covid-19-laboratory-data-reporting-guidance.pdf>.

Further, consistent with the full scope of applicable grant regulations (45 C.F.R. 75.322), the purpose of this award, and the underlying funding, the recipient is expected to provide to CDC copies of and/or access to COVID-19 data collected with these funds, including but not limited to data related to COVID-19 testing. CDC will specify in further guidance and directives what is encompassed by this requirement.

This award is contingent upon agreement by the recipient to comply with existing and future guidance from the HHS Secretary regarding control of the spread of COVID-19. In addition, recipient is expected to flow down these terms to any subaward, to the extent applicable to activities set out in such subaward.

Applicants are to only apply to Component A or to Component B of this Notice of Funding Opportunity, but not both.

Component A

The funding strategy aims to distribute these funds in a transparent, data-driven way that ensures that they are available to areas with the greatest need. Funding for Component A will be

allocated by strategy based on the funding available for each strategy, based on a formula that establishes a funding floor and then allocates the remainder based on the size of the entire population served by the recipient, with an adjustment for community vulnerability, based on the Census Bureau's [Community Resilience Estimate](#). This adjustment serves to help direct additional resources towards areas with greater need, and recipients are encouraged to adopt similar principles when allocating funding within their coverage areas or jurisdiction. Statewide recipients' population sizes (and thus awards) will be adjusted to remove the populations of any funded countywide and citywide recipients within those statewide recipients.

All recipients may receive Strategy A1 Workforce and A2 Foundational capabilities funding. For A1 Workforce strategy, CDC determined a base amount of \$2,500,000 and ceiling of \$150,000,000. For A2 Foundational capabilities strategy, CDC determined a base amount of \$250,000 and ceiling of \$8,000,000. For A3 Data modernization strategy, CDC determined a base amount of \$175,000 and ceiling of \$3,600,000. Please see "Attachment A_Funding Strategy" for a funding strategy formula.

For Strategies A3 Data modernization CDC may develop additional supplemental guidance that outlines additional work plan and budget requirements tailored to the jurisdictional public health infrastructure needs and congressional language in appropriations specific to this strategy that could include data modernization activities not listed in the activities section of this funding opportunity. Award amounts may be established by population-based formula, geographic overlap and unnecessary redundancies and other criteria specified in the appropriations legislation.

Component B

Approximately \$45,000,000 will be made available to recipients under Component B. There is no award floor and no ceiling. No formula will be used for determining funding to each recipient.

b. Evaluation and Performance Measurement

i. CDC Evaluation and Performance Strategy

Evaluation and performance measurement help demonstrate achievement of project outcomes; build a stronger evidence base for specific interventions; clarify applicability of the evidence base to different populations, settings, and contexts; and drive continuous improvement. CDC and recipients will use evaluation results to assess progress and to document program impact, sustainability, and continued program improvement recommendation that can be shared with decision makers and other partners.

To that end, recipients should allocate a portion of their award to support evaluation activities (i.e., including data collection and use of monitoring and evaluation data) and are encouraged to work with evaluators to do so.

Component A

Component A recipients will work with CDC and Component B recipients to develop an evaluation and performance measurement plan that outlines their approach to addressing

common evaluation questions, reporting on evaluation results and performance measures, and sharing successes and challenges.

CDC and Component B2 Grant evaluation recipients will collaborate with Component A recipients to manage and analyze performance measure data and synthesize evaluation findings across recipients. CDC and Component B2 Grant evaluation recipients will also identify and conduct additional evaluation projects (e.g., analytic studies, and case studies) to evaluate program activities and outcomes.

Strategy A1 Workforce: Performance Measures

Performance measures may include (but are not limited to) the following, with bolded outcomes from the logic model also bolded below.

Process measures

- Number and type of current vacancies overall and by Job Type/Classification and Program Area
- Number and type of hiring mechanisms used to hire new staff
- Number and type of incentives or programs used to retain existing public health staff
- Number and type of workplace programs or services newly available and used by staff
- Number and type of workforce, training, and other assessments conducted to guide workforce development and related programs
- Number and type of improvements to workforce systems and process
- Number and type of innovations to workforce systems and processes
- Successes and challenges to implementation

Short-term outcome measures

Increased hiring of diverse public health staff

- Number of diverse staff hired overall and by job type or classification, program area, and hiring mechanism or employment status

Increased retention of existing public health staff

- Staff retention rate by job type (i.e., Retention rate = $(A-B)/C$ where A = # of staff on last day of reporting period, B = # of new hires during reporting period, and C = # of staff on Day-1 of reporting period)
- Percent increase in salary ranges pre-pandemic to current date
- Number of positions with a salary range at or above \$15 an hour

Improved workforce systems and processes

- Percent improvement on jurisdiction's organizational administrative competency assessment from baseline
- Mean position vacancy duration in working days (average time to hire)

Intermediate outcome measures

Increased size of the public health workforce

- Number of staff employed overall and by job type or classification, program area, and hiring mechanism or employment status
- Total size of the workforce, over time, by job type or classification, program area, and hiring mechanism or employment status

Increased job satisfaction

- Proportions of public health staff who report being satisfied with their job, their organization, the workplace environment, their pay, and their job security

Strategy A2 Foundational capabilities: Performance measures

Performance measures may include (but are not limited to) the following, with bolded outcomes from the logic model also bolded below.

Process measures

- Number of recipients that apply for public health accreditation or re-accreditation
- Number and type of improvements to foundational systems and process
- Number and type of innovations to foundational systems and process
- Successes and challenges to implementation

Short-term outcome measures

Improved organizational systems and processes

- Number and type of quality improvements to organizational systems and processes

Intermediate outcome measures

Stronger public health foundational capabilities

- Number of recipients that receive public health accreditation or re-accreditation
- Number of recipients that meet or exceed accreditation standards and measures
- Number of recipients that report “full” or “sufficient” capability on organizational administrative competency assessments

Strategy A3 Data modernization: Performance measures

Performance measures may include (but are not limited to) the following, with bolded outcomes from the logic model also bolded below.

Process measures

- Identified dedicated agency staff to lead and coordinate data modernization efforts
- Clearly established data, health information system and workforce capabilities, needs, and opportunities
- Extent of demonstrated utilization of shared services to enhance existing systems or data exchange
- Extent of enhanced workforce capacities and capabilities to accelerate data and health information system modernization

Short-term outcome measures

More modern and efficient data infrastructure

- Improved public health data infrastructure, data science, and informatics capabilities and capacities
- Increased capacity to quickly analyze, interpret, and act on data

Increased data interoperability

- Improved public health data sharing and interoperability among partners (e.g., public health agencies, healthcare, laboratories, and other partners)
- Reduced data reporting burden among partners
- Increased efficiencies, timeliness and completeness of data

Intermediate outcome measures

Increased availability and use of public health data

- Increase in availability of real-time, linked public health data that provide better, faster, and more coordinated data to recognize changes that may signal a threat and respond to emerging public health threats.

The following are shared measures with ELC. Monitoring and data collection will continue to be carried out under ELC for ELC recipients. For non-ELC recipients, monitoring and data collection will be carried out through grant monitoring processes.

1. Document and understand workforce, data, and HIS needs and opportunities
 - Completed assessment and identified opportunities using recommended tool or equivalent in first 90 days of award (Y/N).
 - If yes, provide summary of key finding and opportunities identified.
 - If no, describe barrier and challenges to completing the assessment.
 - Was assessment data used to develop the workforce development plan or data modernization plan? (Y/N)
 - If yes, describe data used and how the plans were modified.
2. Implement workforce enhancement to accelerate data and HIS modernization
 - Did trainings and other workforce activities address workforce competency gaps identified in the assessment? (Y/N).
 - Describe how the trainings and workforce activities address identified competency gaps.
 - Number of trainings:

- Provide a list of the trainings presented to include title of the training, intended audience, mode of delivery, number of participants, proportion of evaluations completed, and feedback provided.
3. Provide details on peer-to-peer learning (if applicable) via trip report; and workforce enhancement through fellows, technical assistance, or shared consultative services.
 4. Accelerate improvements to data quality, exchange, management, and use
 - List of shared services used or created to enhance existing systems or data exchange.

Component B: Performance measures

Evaluation and performance measurement of Component B recipients will largely be focused on process measures. The proposed measures below will be further defined and finalized with Component A and Component B recipients after award and will complement data and information from ongoing progress reporting from the Component B partners.

Performance measures may include (but are not limited to) the following, with bolded outcomes from the logic model also bolded below.

Process measures

Strategy B1 Training and technical assistance

- Number and percent of recipients served, intensity of engagement with each recipient, topics covered, nature of TA provided
- Number of direct hiring and other contract mechanisms made available to Part A recipients, number and percent of Component A recipients that participate in those, and (for workforce related contracts) number of staff contracted through those mechanisms
- Extent of Component A recipients’ satisfaction with the work of Component B TA partner(s)

Strategy B2 Grant evaluation

- Number of evaluation results products produced and disseminated, to whom, when
- Number and percent of Component A recipients’ that participate in evaluation activities conducted by the Evaluation partner
- Extent of Component A recipients’ satisfaction with the work of Component B evaluation partner(s)

Strategy B3 Coordination and communication

- Number and percent of Component A recipients engaged in any communities of practice and major meetings and group events held for that group
- Extent of Component A recipients’ satisfaction with the work of Component B coordination and communication partner(s)

Outcome measures

Strategy B1 Training and technical assistance

Increased hiring & retention mechanisms available to Component A recipients

- Number and scope of workforce hiring and retention mechanisms made available to Component A recipients
- Number of Component A recipients that use those mechanisms
- Among Component A recipients that use those mechanisms, number and type of staff hired or retained

Strategy B2 Grant evaluation

Improved sharing of lessons learned and evidence among Component A recipients, CDC, and other interested partners

- Number and type of dissemination products based on evaluation findings disseminated to Component A recipients and to broader public health audiences
- Number and percent of Component A recipients that report significant learning from evaluation results shared

CDC’s evaluation approach

CDC will work with Component A recipients and Component B recipients to finalize NOFO performance measures and an overarching evaluation plan for this work. All partners will be expected to submit a comprehensive Evaluation and Performance Measurement Plan within 6 months of award. CDC will provide additional guidance for this plan after award.

The performance measures will complement ongoing progress and financial reporting. CDC will use these and other information and data sources to address key evaluation questions. CDC will collect information on a regular basis through the end of the period of performance using standardize templates. As described below, there will be six-month expenditure and progress reporting submitted via the Research Electronic Data Capture, or otherwise known as REDCap. CDC will provide training and technical assistance for recipients on REDCap post-award.

The Component B2 Evaluation Partner(s) will further add to the evaluation approach, by complementing these data sources and other data reported directly to CDC. These evaluation activities may include case studies of Component A recipients’ experiences, focus groups and individual interviews with recipients, and other assessments tools. The evaluation plan that the Component B2 Evaluation Partner (s) will create at the start of their award will guide this approach.

Recipients also are encouraged to dedicate additional program evaluation and analytic expertise towards enhanced internal evaluation of their work under this grant. Recipient-driven evaluation may include additional monitoring, analysis, and use of related data, as well as targeted evaluation projects or quality improvement initiatives that support grant implementation or further develop the evidence base related to public health infrastructure investments.

CDC’s evaluation approach for Strategies A1 Workforce and A2 Foundational Capabilities

When appropriate and as applicable, recipients should devote grant resources towards participating in relevant national public health agency capability and workforce assessments and those related to health department accreditation. Recipients should also devote resources towards using the data from those assessments to guide planning and implementation under this grant. CDC plans to conduct secondary analyses of aggregate data from these existing assessments and use that information to track progress towards key outcomes over the course of the period of

performance. By relying on existing assessment and accreditation programs, CDC seeks to reduce the burden of data collection and reporting on recipients and reinforce the value of those existing efforts. Recipients that do not opt to participate in these assessments may be required to submit similar data elements separately to CDC. Current key infrastructure assessments include (but are not limited to) the following: [PHWINS](#), [ASTHO Profile](#), [NACCHO Profile](#), [Lab Testing Capacity](#), or [Epidemiology Capacity Assessments](#), and [the Public Health Accreditation Board's accreditation measures](#).

Data Management Plan and the Paperwork Reduction Act

Given the flexible nature of this grant and diversity of allowable activities, a Data Management Plan (DMP) is not required unless a recipient chooses to allocate funding to an activity that involves the collection, generation, or analysis of data. The DMP may be submitted as a checklist, paragraph, or other format. To help guide applicants in developing a DMP, a sample plan is provided via the following link: <http://www.icpsr.umich.edu/icpsrweb/content/datamanagement/dmp/plan.html>

As a result of the declared public health emergency (PHE), COVID-19, CDC's COVID-19 related data collections currently fall under a PHE Paperwork Reduction Act (PRA) Waiver as part of the 21st Century Cures Act. PRA requirements for most information collection activities that support the investigation of, and response to the COVID-19 pandemic, which would normally require submission of a PRA package, can be waived. If information collection activities continue beyond the period of the declared PHE or beyond the termination PHE PRA Waiver, all collections will become subject to requirements of the PRA. Awardees will receive additional guidance from CDC on how to address these PRA requirements.

ii. Applicant Evaluation and Performance Measurement Plan

Applicants must provide an evaluation and performance measurement plan that demonstrates how the recipient will fulfill the requirements described in the CDC Evaluation and Performance Measurement and Project Description sections of this NOFO. At a minimum, the plan must describe:

- How the applicant will collect the performance measures, respond to the evaluation questions, and use evaluation findings for continuous program quality improvement.
- How key program partners will participate in the evaluation and performance measurement planning processes.
- Available data sources, feasibility of collecting appropriate evaluation and performance data, and other relevant data information (e.g., performance measures proposed by the applicant)
- Plans for updating the Data Management Plan (DMP) as new pertinent information becomes available. If applicable, throughout the lifecycle of the project. Updates to DMP should be provided in annual progress reports. The DMP should provide a description of the data that will be produced using these NOFO funds; access to data; data standards ensuring released data have documentation describing methods of collection, what the data represent, and data limitations; and archival and long-term data preservation plans. For more information about CDC's policy on the DMP, see <https://www.cdc.gov/grants/additional-requirements/ar-25.html>.

Where the applicant chooses to, or is expected to, take on specific evaluation studies, the applicant should be directed to:

- Describe the type of evaluations (i.e., process, outcome, or both).
- Describe key evaluation questions to be addressed by these evaluations.
- Describe other information (e.g., measures, data sources).

Recipients will be required to submit a more detailed Evaluation and Performance Measurement plan, including a DMP, if applicable, within the first 6 months of award, as described in the Reporting Section of this NOFO.

Component A

A comprehensive Evaluation and Performance Measurement plan is not required in the Component A applications to this NOFO. Specifically, for this NOFO, in the Evaluation and Performance Measurement section of the application, Component A applicants should focus on proposed evaluation and performance measurement around Strategy A1 Workforce and Strategy A2 Foundational Capabilities. Specifically, they should describe

- Their past participation in relevant national workforce and foundational capabilities assessments including PH-WINS, ASTHO or NACCHO Profiles, PHAB Accreditation, and others they consider relevant to the proposed work.
- Their intention to participate in those national assessments during the period of performance.
- The status of their ability to report on the A1 Workforce and A2 Foundational Capabilities outcome performance measures outlined above, including whether any measure would represent a large burden to report and why, and
- Their intention and ability to collaborate with the national partner focused on evaluation to do additional evaluation, including case studies and interviews.

Additional performance metrics may be required in the future.

Component B

A comprehensive Evaluation and Performance Measurement plan is not required in the Component B applications to this NOFO at this time. Specifically, for this NOFO, in the Evaluation and Performance Measurement section of the application, applicants may focus on describing this limited approach to developing a plan to:

- Collect data on the process and outcome performance measures specified by CDC in the project description.
- Describe how performance measurement and evaluation findings will be reported and used to demonstrate the outcomes of the NOFO and for continuous program quality improvement.
- Explain how evaluation and performance measurement will contribute to developing an evidence base for programs that lack a strong effectiveness evidence base.

- Describe your organization experience with conducting evaluation studies and include key evaluation questions, data sources and analysis methods used in the study. Describe past participation in relevant national workforce and foundational capabilities assessments including PH-WINS, ASTHO or NACCHO Profiles, PHAB Accreditation, and others they consider relevant to the proposed work.

Component A and Component B recipients will be required to submit a more detailed Evaluation and Performance Measurement plan, including a DMP, if applicable, within the first 6 months of award, as described in the Reporting Section of this NOFO.

c. Organizational Capacity of Recipients to Implement the Approach Component A

Given the scope and intent of this grant, applicants must demonstrate the organizational capacity needed to carry out and coordinate strategies across the full range of Foundational Public Health Services [FPHS Factsheet FINAL \(phnci.org\)](https://www.phnci.org) and across all [Ten](https://www.cdc.gov/10essential/) Essential Services [CDC - 10 Essential Public Health Services - CSTLTS](https://www.cdc.gov/10essential/) . In short, applicants should demonstrate that they manage a comprehensive public health system. Acceptable documentation includes, but is not limited to, a signed letter by the public health agency leadership or their designees on organizational letterhead explaining the existing capacity and capability to address public health workforce strategies and foundational capabilities; organizational charts; and resumes or CVs for key personnel positions that are currently filled (include position descriptions for vacant positions). Applicant must name this file “Organizational Capacity_Component A_Services” and upload it as a PDF to www.grants.gov.

To demonstrate existing capacity to provide comprehensive public health services, applicants must submit documentation that indicates the applicant has legal authority to make hiring decisions on behalf of the public health agency in their jurisdiction. Documentation could include a signed letter from the public health agency leadership or their designee on organizational letterhead. If these documents are not submitted, the application will be considered non-responsive and will receive no further review. Applicant must name this file “Organizational Capacity_Component A_Hiring” and upload it as a PDF to www.grants.gov.

All applicants must be able to describe their current status in applying for public health department accreditation or evidence of accreditation or reason for not applying. Information on accreditation may be found at <http://www.phaboard.org>. This should include describing how the applicant is meeting, exceeding, or working on the standards and measures for maintaining a competent public health workforce and data infrastructure to support public health activities, as described in the accreditation standards. [Public Health Accreditation Board Standards and Measures, Version 1.5 \(phaboard.org\)](https://www.phaboard.org) Please note that the new version of the standards was just approved and will go into effect in July 2022 for anyone seeking accreditation or reaccreditation in the future -- [Version 2022 - Public Health Accreditation Board \(phaboard.org\)](https://www.phaboard.org). Acceptable documentation includes, but is not limited to, a signed letter by the public health agency leadership or their designees on organizational letterhead providing evidence of accreditation or reaccreditation, or actively taking steps to pursue accreditation, or explanation as to why your agency is not pursuing accreditation. Applicant must name this file “Organizational

Capacity_Component A_Accreditation” and upload it as a PDF to www.grants.gov.

Applicants also must demonstrate capacity to reach a broad population of 400,000 or greater throughout a large coverage area. Specifically, they should be a statewide public health system, or a large countywide public health system, large citywide public health system, or territorial and freely associated state system. Applicants must submit documentation that provides the accurate population size served by the public health authority based on the 2020 U.S. Census. Sources may be updated as census data change over time. Documentation could include a signed letter from the public health agency leadership or their designee on organizational letterhead stating the population size served. If this documentation is not submitted, the application will be considered non-responsive and will receive no further review. Applicant must name this file “Organizational Capacity_Component A_Population Size” and upload it as a PDF to www.grants.gov.

Populations for county and city jurisdictions are based on the following 2020 U.S. Census resources:

- Counties: <https://www.census.gov/programs-surveys/popest/technical-documentation/research/evaluation-estimates/2020-evaluation-estimates/2010s-counties-total.html>
- Cities: <https://www.census.gov/programs-surveys/popest/technical-documentation/research/evaluation-estimates/2020-evaluation-estimates/2010s-cities-and-towns-total.html>

(Only for those applying for A3 Data modernization funding) Identify as a current or previous recipient of data modernization funding through the CDC Epidemiology and Laboratory Capacity for Prevention and Control of Emerging Infectious Diseases (ELC) supplemental funding. Documentation must include a signed letter from the public health agency leadership or their designee on organizational letterhead stating the organization’s current status of receiving ELC data modernization supplemental funding. If documentation of your current ELC funding status is not submitted, the application will be considered non-responsive and will receive no further review. Applicant must name this file “Organizational Capacity_Component A_ELC_Support” and upload it as a PDF to www.grants.gov.

Component B

Applicants must demonstrate organizational capacity that is pertinent to the specific strategies and activities under Component B for which they apply (e.g., relevant evaluation experience if applying for Strategy B2 Grant evaluation). Applicants must also

- Demonstrate their experience and expertise in providing relevant technical assistance
- Demonstrate a successful track record of collaborating successfully with governmental public health agencies across the US, of varying sizes and geographic regions, including (but not limited to) the technical assistance areas in which they propose to work under this grant

- Demonstrate the capacity to quickly engage a large number Component A recipients soon after award and have the relevant staffing, established contact list, administrative systems, and partnerships in place to do so. It is acceptable for this broad reach and capacity to be obtained through sub-awards or consortia of organizations working together, under a prime recipient.

Acceptable documentation must include signed letters by multiple public health government agency leaders or their designees on organizational letterhead describing experience with receiving technical assistance from Component B applicants on key public health workforce strategies, foundational capabilities, and/or data modernization initiatives; organizational charts; and resumes or CVs for key personnel positions that are currently filled (include position descriptions for vacant positions). Applicant must name this file “Organizational Capacity_Component B” and upload it as a PDF to www.grants.gov.

d. Work Plan

Applicants must provide a detailed work plan for the first year of the project and a high-level work plan for subsequent years. The work plan must be organized by strategy and outline key objectives per strategy and include select activities or milestones that applicants will implement towards achieving those objectives. Applicants are to only apply to Component A or to Component B of this Notice of Funding Opportunity, but not both. Therefore, applicants will only complete either the Component A work plan or the Component B work plan.

Component A Work Plan: Please refer to Attachment B_PHI Workplan_Component A

Component B Work Plan: Please refer to Attachment B_PHI Workplan_Component B

Activity Table Structure

Activity Title:				
Activity Focus (select one):				
Other Activity Focus (if applicable):				
Milestone Description	Party Responsible	Key Contracts, Subawards, and Collaborations	Due Date	Measures of Success

Applicants must use the work plan template(s) provided as “Attachment B: CDC-RFA-OE22-2203 Work Plan Template.”. Applicants must name the file “ApplicantName_PHIWorkplan_CompA_YYYYMMDD” or “ApplicantName_PHIWorkplan_CompB_YYYYMMDD” and upload it as part of their application package to www.grants.gov.

e. CDC Monitoring and Accountability Approach

Monitoring activities include routine and ongoing communication between CDC and recipients, site visits, and recipient reporting (including work plans, performance, and financial reporting).

Consistent with applicable grants regulations and policies, CDC expects the following to be included in post-award monitoring for grants and cooperative agreements:

- Tracking recipient progress in achieving the desired outcomes.
- Ensuring the adequacy of recipient systems that underlie and generate data reports.
- Creating an environment that fosters integrity in program performance and results.

Monitoring may also include the following activities deemed necessary to monitor the award:

- Ensuring that work plans are feasible based on the budget and consistent with the intent of the award.
- Ensuring that recipients are performing at a sufficient level to achieve outcomes within stated timeframes.
- Working with recipients on adjusting the work plan based on achievement of outcomes, evaluation results and changing budgets.
- Monitoring performance measures (both programmatic and financial) to assure satisfactory performance levels.

Monitoring and reporting activities that assist grants management staff (e.g., grants management officers and specialists, and project officers) in the identification, notification, and management of high-risk recipients.

CDC will collect recipient financial and progress reporting data every 6 months through the end of the period of performance. CDC will also conduct a virtual compliance visit after six months, but before the end of the first year, from date of the award. The virtual compliance visit will be a telephone call and/or video conference to ensure the recipient's compliance with using the funding for the approved activities and to identify technical assistance needs. CDC may conduct additional in-person site or virtual visits as needed to best facilitate grants management and oversight duties.

B. Award Information

1. Funding Instrument Type:

G (Grant)

2. Award Mechanism:

E11

3. Fiscal Year:

2023

Estimated Total Funding:

\$3,945,000,000

4. Approximate Total Fiscal Year Funding:

\$3,225,000,000

Component A

Strategy A1 Workforce: \$3,000,000,000
Strategy A2 Foundational capabilities: \$140,000,000
Strategy A3 Data modernization: \$40,000,000

Component B

- \$45,000,000

Specific amounts of funding described herein may be increased or decreased as they are subject to the availability of funds.

This amount is subject to the availability of funds.

5. Approximate Period of Performance Funding:

\$3,945,000,000

Component A

Strategy A1 Workforce: \$3,000,000,000
Strategy A2 Foundational capabilities: \$700,000,000
Strategy A3 Data modernization: \$200,000,000

Component B: \$45,000,000

This period of performance funding is an estimate for both components. All awards are contingent upon the availability of funding and stipulations of appropriations.

Over a five-year period of performance, CDC will award a total of approximately \$3.945 billion. All \$3 billion for strategy A1 Workforce will be disbursed during FY23. \$140 million for strategy A2 Foundational capabilities will be disbursed each budget year starting in FY23 for the five-year period of performance. \$40 million for strategy A3 Data modernization will be disbursed each budget year starting in FY23 for the five-year period of performance. The Component B funding of \$45 million will be disbursed during year one of FY23.

Specific amounts of funding described herein may be increased or decreased as they are subject to the availability of funds.

6. Total Period of Performance Length:

5
year(s)

7. Expected Number of Awards:

116
Component A: 111
Component B: 5

8. Approximate Average Award:

\$21,938,000
Per Project Period

Component A

Strategy A1 Workforce: \$20,000,000
Strategy A2 Foundational capabilities: \$1,260,000
Strategy A3 Data modernization: \$678,000

Component B: \$9,000,000

These amounts are subject to the availability of funds.

9. Award Ceiling:

\$161,600,000
Per Project Period

Component A

Strategy A1 Workforce: \$150,000,000
Strategy A2 Foundational capabilities: \$8,000,000
Strategy A3 Data modernization: \$3,600,000

Component B

\$0

10. Award Floor:

\$2,925,000
Per Project Period

Component A

Strategy A1 Workforce: \$2,500,000
Strategy A2 Foundational capabilities: \$250,000
Strategy A3 Data modernization: \$175,000

Component B

\$0

11. Estimated Award Date:

November 01, 2022

Throughout the project period, CDC will continue the award based on the availability of funds, the evidence of satisfactory progress by the recipient (as documented in required reports), and the determination that continued funding is in the best interest of the federal government. The total number of years for which federal support has been approved (project period) will be shown in the “Notice of Award.” This information does not constitute a commitment by the federal government to fund the entire period. The total period of performance comprises the initial competitive segment and any subsequent non-competitive continuation award(s).

12. Budget Period Length:

60 month(s)

Over a five-year period of performance, CDC will award a total of approximately \$3.945 billion. All \$3 billion for strategy A1 Workforce will be disbursed during FY23. \$140 million for

strategy A2 Foundational capabilities will be disbursed each budget year starting in FY23 for the five-year period of performance. \$40 million for Strategy A3 Data modernization will be disbursed each budget year starting in FY23 for the five-year period of performance. The Component B funding of \$45 million will be disbursed during year one of FY23.

13. Direct Assistance

Direct Assistance (DA) is available through this NOFO.

DA is available through this NOFO. Applicants may request federal personnel, equipment, or supplies, including SAS licenses, as Direct Assistance (DA) to support any of the approved strategies and activities, in lieu of a portion of financial assistance (FA). To address staffing and/or program expertise deficits, applicant may convert FA to DA to recruit staff with the requisite training, experience, expertise (e.g., Public Health Associate Program [PHAP]). For information on Direct Assistance for Assigning CDC Staff to State, Tribal, Local, and Territorial Health Agencies, refer to:

https://www.cdc.gov/publichealthgateway/grantsfunding/direct_assistance.html

If you are successful and receive a Notice of Award, in accepting the award, you agree that the award and any activities thereunder are subject to all provisions of 45 CFR Part 75, currently in effect or implemented during the period of the award, other Department regulations and policies in effect at the time of the award, and applicable statutory provisions.

C. Eligibility Information

1. Eligible Applicants

Eligibility Category:

00 (State governments)

01 (County governments)

02 (City or township governments)

04 (Special district governments)

25 (Others (see text field entitled "Additional Information on Eligibility" for clarification))

99 (Unrestricted (i.e., open to any type of entity above), subject to any clarification in text field entitled "Additional Information on Eligibility")

Additional Eligibility Category:

Government Organizations:

State (includes the District of Columbia)

Local governments or their bona fide agents

Territorial governments or their bona fide agents in the Commonwealth of Puerto Rico, the Virgin Islands, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, the Federated States of Micronesia, the Republic of the Marshall Islands, and the Republic of Palau

2. Additional Information on Eligibility

Component A: Strengthening the Public Health Infrastructure

- 00 (State governments)
- 01 (County governments)
- 02 (City or township governments)
- 04 (Special district governments)
- 25 (Others (see text field entitled "Additional Information on Eligibility" for clarification))
- Government Organizations: State governments or their bona fide agents (includes the District of Columbia) Local governments or their bona fide agents, Territorial governments or their bona fide agents in the Commonwealth of Puerto Rico, the Virgin Islands, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, the Federated States of Micronesia, the Republic of the Marshall Islands, and the Republic of Palau
 - Bona fide agents are eligible to apply. For more information about bona fide agents, please see the CDC webpage on expediting the federal grant process with an administrative partner at <https://www.cdc.gov/publichealthgateway/grantsfunding/expediting.html#Q2>
 - Public health agencies that serve across a U.S. state, freely-associated state, or territory are eligible to apply. Countywide or citywide public health agencies or their bona fide agents are eligible if they serve a county population of 2,000,000 or more or serve a city population of 400,000 or more.

Component B: Technical Assistance for Component A

Open

Bona fide agents are eligible to apply. For more information about bona fide agents, please see the CDC webpage <https://www.cdc.gov/publichealthgateway/grantsfunding/expediting.html#Q2>.

Additional Eligibility Information for Component A: Strengthening the Public Health Infrastructure

Strategy A1 and Component B are open to entities eligible under 317(k)(2) (States, political subdivisions of States, and other public and nonprofit private entities). Strategies A2 and A3 are intended for states, political subdivisions of states, and other public entities as specified in section 317(a) of the Public Health Services Act (42 USC: 247(b)). It targets public health organizations that serve state, local, and territorial populations and are constitutionally empowered to protect the health and welfare of their respective communities, through comprehensive public health infrastructure, programs, and services.

To demonstrate existing capacity to provide comprehensive public health services, applicants must submit documentation that indicates the applicant has legal authority to make hiring decisions on behalf of the public health agency in their jurisdiction. Documentation could include a signed letter from the public health agency leadership or their designee on organizational letterhead. If these documents are not submitted, the application will be considered non-responsive and will receive no further review.

Local government's public health agency or their bona fide agents must:

- Serve a county population of 2 million or more or serve a city population of 400,000 or more.

Populations for county and city jurisdictions are based on the following 2020 U.S. Census resources:

- **Counties:** <https://www.census.gov/programs-surveys/popest/technical-documentation/research/evaluation-estimates/2020-evaluation-estimates/2010s-counties-total.html>
- **Cities:** <https://www.census.gov/programs-surveys/popest/technical-documentation/research/evaluation-estimates/2020-evaluation-estimates/2010s-cities-and-towns-total.html>

Applicants must submit documentation that provides the accurate population size served by the public health authority based on the 2020 U.S. Census. Sources may be updated as census data change over time. Documentation could include a signed letter from the public health agency leadership or their designee on organizational letterhead stating the population size served. If this documentation is not submitted, the application will be considered non-responsive and will receive no further review.

Component B: Technical Assistance for Component A

No additional information.

3. Justification for Less than Maximum Competition

N/A

4. Cost Sharing or Matching

Cost Sharing / Matching Requirement:

No

5. Maintenance of Effort

Maintenance of effort is not required for this program.

D. Required Registrations

1. Required Registrations

An organization must be registered at the three following locations before it can submit an application for funding at www.grants.gov.

PLEASE NOTE: Effective April 4, 2022, applicants must have a Unique Entity Identifier (UEI) at the time of application submission (SF-424, field 8c). The UEI is generated as part of SAM.gov registration. Current SAM.gov registrants have already been assigned their UEI and can view it in SAM.gov and Grants.gov. Additional information is available on the [GSA website](#), [SAM.gov](#), and [Grants.gov- Finding the UEI](#).

a. Unique Entity Identifier (UEI):

All applicant organizations must obtain a Unique Entity Identifier (UEI) number by registering in SAM.gov prior to submitting an application. A UEI number is a unique twelve-digit identification number assigned to the registering organization.

If funds are awarded to an applicant organization that includes sub-recipients, those sub-recipients must provide their UEI numbers before accepting any funds.

b. System for Award Management (SAM):

The SAM is the primary registrant database for the federal government and the repository into which an entity must submit information required to conduct business as a recipient. All applicant organizations must register with SAM, and will be assigned a SAM number and a Unique Entity Identifier (UEI). All information relevant to the SAM number must be current at all times during which the applicant has an application under consideration for funding by CDC. If an award is made, the SAM information must be maintained until a final financial report is submitted or the final payment is received, whichever is later. The SAM registration process can require 10 or more business days, and registration must be renewed annually. Additional information about registration procedures may be found at SAM.gov and the [SAM.gov Knowledge Base](http://SAM.gov/Knowledge Base).

c. Grants.gov: The first step in submitting an application online is registering your organization at www.grants.gov, the official HHS E-grant Web site. Registration information is located at the "Applicant Registration" option at www.grants.gov.

All applicant organizations must register at www.grants.gov. The one-time registration process usually takes not more

than five days to complete. Applicants should start the registration process as early as possible.

Step	System	Requirements	Duration	Follow Up
1	System for Award Management (SAM)	1. Go to SAM.gov and designate an E-Biz POC (You will need to have an active SAM account before you can register on grants.gov). The UEI is generated as part of your registration.	3-5 Business Days but up to 2 weeks and must be renewed once a year	For SAM Customer Service Contact https://fsd.gov/fsd-home.do Calls: 866-606-8220
2	Grants.gov	1. Set up an individual account in Grants.gov using organization's new UEI number to become an Authorized Organization Representative (AOR)	It takes one day (after you enter the EBiz POC name and EBiz POC email in SAM) to receive a UEI (SAM) which will allow you to register with	Register early! Applicants can register within minutes.

	<p>2. Once the account is set up the E-BIZ POC will be notified via email</p> <p>3. Log into grants.gov using the password the E-BIZ POC received and create new password</p> <p>4. This authorizes the AOR to submit applications on behalf of the organization</p>	Grants.gov and apply for federal funding.	
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2. Request Application Package

Applicants may access the application package at www.grants.gov.

3. Application Package

Applicants must download the SF-424, Application for Federal Assistance, package associated with this funding opportunity at www.grants.gov.

4. Submission Dates and Times

If the application is not submitted by the deadline published in the NOFO, it will not be processed. Office of Grants Services (OGS) personnel will notify the applicant that their application did not meet the deadline. The applicant must receive pre-approval to submit a paper application (see Other Submission Requirements section for additional details). If the applicant is authorized to submit a paper application, it must be received by the deadline provided by OGS.

a. Letter of Intent Deadline (must be emailed)

Due Date for Letter Of Intent 06/30/2022

06/30/2022

LOI due date: 6/30/2022

Project Officer: Jonathan Carlson

Email address: PHInfrastructure@cdc.gov

b. Application Deadline

Number Of Days from Publication 60

08/15/2022

11:59 pm U.S. Eastern Time, at www.grants.gov. If Grants.gov is inoperable and cannot receive applications, and circumstances preclude advance notification of an extension, then applications must be submitted by the first business day on which Grants.gov operations resume.

June 29, 2022

Due Date for Information Conference Call

Applicant Informational calls: CDC will host 2 informational calls for interested applicants. The content of both calls will be identical. The 2 times are offered as a way to help accommodate the schedules of interested applicants and their locations in varying time zones. Due to limited

space, we ask that interested applicants only register for Webinar A or B, but not both.

When: June 29, 2022 3:00 to 4:00 PM Eastern Time (U.S. and Canada)

Topic: OE22-2203 Applicant Informational Call A

Register in advance for this webinar:

https://cdc.zoomgov.com/webinar/register/WN_V5iIgBryTBCUwpp1xxgDqA

When: June 29, 2022 6:00 to 7:00PM Eastern Time (U.S. and Canada)

Topic: OE22-2203 Applicant Informational Call B

Register in advance for this webinar:

https://cdc.zoomgov.com/webinar/register/WN_jrPD018uQMCydbMi6d9vcw

5. Pre-Award Assessments

Risk Assessment Questionnaire Requirement

CDC is required to conduct pre-award risk assessments to determine the risk an applicant poses to meeting federal programmatic and administrative requirements by taking into account issues such as financial instability, insufficient management systems, non-compliance with award conditions, the charging of unallowable costs, and inexperience. The risk assessment will include an evaluation of the applicant's CDC Risk Questionnaire, located at <https://www.cdc.gov/grants/documents/PPMR-G-CDC-Risk-Questionnaire.pdf>, as well as a review of the applicant's history in all available systems; including OMB-designated repositories of government-wide eligibility and financial integrity systems (see 45 CFR 75.205(a)), and other sources of historical information. These systems include, but are not limited to: FAPIIS (<https://www.fapiis.gov/>), including past performance on federal contracts as per Duncan Hunter National Defense Authorization Act of 2009; Do Not Pay list; and System for Award Management (SAM) exclusions.

CDC requires all applicants to complete the Risk Questionnaire, OMB Control Number 0920-1132 annually. This questionnaire, which is located at <https://www.cdc.gov/grants/documents/PPMR-G-CDC-Risk-Questionnaire.pdf>, along with supporting documentation must be submitted with your application by the closing date of the Notice of Funding Opportunity Announcement. If your organization has completed CDC's Risk Questionnaire within the past 12 months of the closing date of this NOFO, then you must submit a copy of that questionnaire, or submit a letter signed by the authorized organization representative to include the original submission date, organization's EIN and UEI.

When uploading supporting documentation for the Risk Questionnaire into this application package, clearly label the documents for easy identification of the type of documentation. For example, a copy of Procurement policy submitted in response to the questionnaire may be labeled using the following format: Risk Questionnaire Supporting Documents _ Procurement Policy.

Duplication of Efforts

Applicants are responsible for reporting if this application will result in programmatic, budgetary, or commitment overlap with another application or award (i.e. grant, cooperative agreement, or contract) submitted to another funding source in the same fiscal

year. Programmatic overlap occurs when (1) substantially the same project is proposed in more than one application or is submitted to two or more funding sources for review and funding consideration or (2) a specific objective and the project design for accomplishing the objective are the same or closely related in two or more applications or awards, regardless of the funding source. Budgetary overlap occurs when duplicate or equivalent budgetary items (e.g., equipment, salaries) are requested in an application but already are provided by another source. Commitment overlap occurs when an individual's time commitment exceeds 100 percent, whether or not salary support is requested in the application. Overlap, whether programmatic, budgetary, or commitment of an individual's effort greater than 100 percent, is not permitted. Any overlap will be resolved by the CDC with the applicant and the PD/PI prior to award.

Report Submission: The applicant must upload the report in Grants.gov under "Other Attachment Forms." The document should be labeled: "Report on Programmatic, Budgetary, and Commitment Overlap."

6. Content and Form of Application Submission

Applicants are required to include all of the following documents with their application package at www.grants.gov.

7. Letter of Intent

Is a LOI:

Recommended but not Required

The purpose of an LOI is to allow CDC program staff to estimate the number of and plan for the review of submitted applications. LOI are strongly encouraged, but not required.

LOI should indicate the applicant's intention to submit an application to this Notice of Funding Opportunity.

Send LOI via email to:

Project Officer: Jonathan Carlson

Email address: PHInfrastructure@cdc.gov

8. Table of Contents

(There is no page limit. The table of contents is not included in the project narrative page limit.): The applicant must provide, as a separate attachment, the "Table of Contents" for the entire submission package.

Provide a detailed table of contents for the entire submission package that includes all of the documents in the application and headings in the "Project Narrative" section. Name the file "Table of Contents" and upload it as a PDF file under "Other Attachment Forms" at www.grants.gov.

9. Project Abstract Summary

A project abstract is included on the mandatory documents list and must be submitted at www.grants.gov. The project abstract must be a self-contained, brief summary of the proposed project including the purpose and outcomes. This summary must not include any proprietary or

confidential information. Applicants must enter the summary in the "Project Abstract Summary" text box at www.grants.gov.

10. Project Narrative

Multi-component NOFOs may have a maximum of 15 pages for the “base” (subsections of the Project Description that the components share with each other, which may include target population, inclusion, collaboration, etc.); and up to 4 additional pages per component for Project Narrative subsections that are specific to each component.

Text should be single spaced, 12 point font, 1-inch margins, and number all pages. Page limits include work plan; content beyond specified limits may not be reviewed.

Applicants should use the federal plain language guidelines and Clear Communication Index to respond to this Notice of Funding Opportunity Announcement. Note that recipients should also use these tools when creating public communication materials supported by this NOFO. Failure to follow the guidance and format may negatively impact scoring of the application.

The project narrative may have a maximum of 50 pages total. Background, Organizational Capacity of Applicants to Implement the Approach, the Workplan, and an abbreviated version of the Applicant Evaluation and Performance Measurement Plan (to be updated in 6 months) are required. Applicants will either apply for Component A or Component B, but not both.

a. Background

Applicants must provide a description of relevant background information that includes the context of the problem (See CDC Background).

b. Approach

i. Purpose

Applicants must describe in 2-3 sentences specifically how their application will address the problem as described in the CDC Background section.

ii. Outcomes

Applicants must clearly identify the outcomes they expect to achieve by the end of the period of performance. Outcomes are the results that the program intends to achieve. All outcomes must indicate the intended direction of change (e.g., increase, decrease, maintain). (See the logic model in the Approach section of the CDC Project Description.)

iii. Strategies and Activities

Applicants must provide a clear and concise description of the strategies and activities they will use to achieve the period of performance outcomes. Applicants must select existing evidence-based strategies that meet their needs, or describe in the Applicant Evaluation and Performance Measurement Plan how these strategies will be evaluated over the course of the period of performance. (See CDC Project Description: Strategies and Activities section.)

1. Collaborations

Applicants must describe how they will collaborate with programs and organizations either internal or external to CDC. Applicants must address the Collaboration requirements as described in the CDC Project Description.

2. Target Populations and Health Disparities

Applicants must describe the specific target population(s) in their jurisdiction and explain how such a target will achieve the goals of the award and/or alleviate health disparities. The applicants must also address how they will include specific populations that can benefit from the program that is described in the Approach section. Applicants must address the Target Populations and Health Disparities requirements as described in the CDC Project Description.

c. Applicant Evaluation and Performance Measurement Plan

Applicants must provide an evaluation and performance measurement plan that demonstrates how the recipient will fulfill the requirements described in the CDC Evaluation and Performance Measurement and Project Description sections of this NOFO. At a minimum, the plan must describe:

- How applicant will collect the performance measures, respond to the evaluation questions, and use evaluation findings for continuous program quality improvement. The Paperwork Reduction Act of 1995 (PRA): Applicants are advised that any activities involving information collections (e.g., surveys, questionnaires, applications, audits, data requests, reporting, recordkeeping and disclosure requirements) from 10 or more individuals or non-Federal entities, including State and local governmental agencies, and funded or sponsored by the Federal Government are subject to review and approval by the Office of Management and Budget. For further information about CDC's requirements under PRA see <https://www.cdc.gov/od/science/integrity/reducePublicBurden/>.
- How key program partners will participate in the evaluation and performance measurement planning processes.
- Available data sources, feasibility of collecting appropriate evaluation and performance data, data management plan (DMP), and other relevant data information (e.g., performance measures proposed by the applicant).

Where the applicant chooses to, or is expected to, take on specific evaluation studies, they should be directed to:

- Describe the type of evaluations (i.e., process, outcome, or both).
- Describe key evaluation questions to be addressed by these evaluations.
- Describe other information (e.g., measures, data sources).

Recipients will be required to submit a more detailed Evaluation and Performance Measurement plan (including the DMP elements) within the first 6 months of award, as described in the Reporting Section of this NOFO.

d. Organizational Capacity of Applicants to Implement the Approach

Applicants must address the organizational capacity requirements as described in the CDC Project Description.

11. Work Plan

(Included in the Project Narrative's page limit)

Applicants must prepare a work plan consistent with the CDC Project Description Work Plan section. The work plan integrates and delineates more specifically how the recipient plans to carry out achieving the period of performance outcomes, strategies and activities, evaluation and performance measurement.

12. Budget Narrative

Applicants must submit an itemized budget narrative. When developing the budget narrative, applicants must consider whether the proposed budget is reasonable and consistent with the purpose, outcomes, and program strategy outlined in the project narrative. The budget must include:

- Salaries and wages
- Fringe benefits
- Consultant costs
- Equipment
- Supplies
- Travel
- Other categories
- Contractual costs
- Total Direct costs
- Total Indirect costs

Indirect costs could include the cost of collecting, managing, sharing and preserving data.

Indirect costs on grants awarded to foreign organizations and foreign public entities and performed fully outside of the territorial limits of the U.S. may be paid to support the costs of compliance with federal requirements at a fixed rate of eight percent of MTDC exclusive of tuition and related fees, direct expenditures for equipment, and subawards in excess of \$25,000. Negotiated indirect costs may be paid to the American University, Beirut, and the World Health Organization.

If applicable and consistent with the cited statutory authority for this announcement, applicant entities may use funds for activities as they relate to the intent of this NOFO to meet national standards or seek health department accreditation through the Public Health Accreditation Board (see: <http://www.phaboard.org>). Applicant entities to whom this provision applies include state, local, territorial governments (including the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, the Federated States of Micronesia, the Republic of the Marshall Islands, and the Republic of Palau), or their bona fide agents, political subdivisions of states (in consultation with states), federally recognized or state-recognized American Indian or Alaska Native tribal governments, and American Indian or Alaska Native tribally designated organizations. Activities include those that enable a public health organization to deliver public health services such as activities that ensure a capable and qualified workforce, up-to-date information systems, and the

capability to assess and respond to public health needs. Use of these funds must focus on achieving a minimum of one national standard that supports the intent of the NOFO. Proposed activities must be included in the budget narrative and must indicate which standards will be addressed.

Vital records data, including births and deaths, are used to inform public health program and policy decisions. If applicable and consistent with the cited statutory authority for this NOFO, applicant entities are encouraged to collaborate with and support their jurisdiction's vital records office (VRO) to improve vital records data timeliness, quality and access, and to advance public health goals. Recipients may, for example, use funds to support efforts to build VRO capacity through partnerships; provide technical and/or financial assistance to improve vital records timeliness, quality or access; or support vital records improvement efforts, as approved by CDC.

Applicants must name this file "Budget Narrative" and upload it as a PDF file

at www.grants.gov. If requesting indirect costs in the budget, a copy of the indirect cost-rate agreement is required. If the indirect costs are requested, include a copy of the current negotiated federal indirect cost rate agreement or a cost allocation plan approval letter for those Recipients under such a plan. Applicants must name this file "Indirect Cost Rate" and upload it at www.grants.gov.

Applicants must include high-level object class budgets for each Strategy in Component A that they wish to be considered for current or future funding. The budget narrative should be categorized by the following verbatim titles identifying each strategy: A1 Workforce, A2 Foundational capabilities, and A3 Data modernization. Please see "Attachment D_SF424_A Guidance" for an example of how these verbatim titles must be utilized as labels for each section of the budget narrative and for the SF424A.

13. Pilot Program for Enhancement of Employee Whistleblowers Protections

Pilot Program for Enhancement of Employee Whistleblower Protections: All applicants will be subject to a term and condition that applies the terms of 48 Code of Federal Regulations

(CFR) section 3.908 to the award and requires that recipients inform their employees in writing (in the predominant native language of the workforce) of employee whistleblower rights and protections under 41 U.S.C. 4712.

13a. Funds Tracking

Proper fiscal oversight is critical to maintaining public trust in the stewardship of federal funds. Effective October 1, 2013, a new HHS policy on subaccounts requires the CDC to set up payment subaccounts within the Payment Management System (PMS) for all new grant awards. Funds awarded in support of approved activities and drawdown instructions will be identified on the Notice of Award in a newly established PMS subaccount (P subaccount). Recipients will be required to draw down funds from award-specific accounts in the PMS. Ultimately, the subaccounts will provide recipients and CDC a more detailed and precise understanding of financial transactions. The successful applicant will be required to track funds by P-accounts/subaccounts for each project/cooperative agreement awarded.

Applicants are encouraged to demonstrate a record of fiscal responsibility and the ability to provide sufficient and effective oversight. Financial management systems must meet the requirements as described 45 CFR 75 which include, but are not limited to, the following:

- Records that identify adequately the source and application of funds for federally-funded activities.
- Effective control over, and accountability for, all funds, property, and other assets.
- Comparison of expenditures with budget amounts for each Federal award.
- Written procedures to implement payment requirements.
- Written procedures for determining cost allowability.
- Written procedures for financial reporting and monitoring.

13b. Copyright Interests Provisions

This provision is intended to ensure that the public has access to the results and accomplishments of public health activities funded by CDC. Pursuant to applicable grant regulations and CDC's Public Access Policy, Recipient agrees to submit into the National Institutes of Health (NIH) Manuscript Submission (NIHMS) system an electronic version of the final, peer-reviewed manuscript of any such work developed under this award upon acceptance for publication, to be made publicly available no later than 12 months after the official date of publication. Also at the time of submission, Recipient and/or the Recipient's submitting author must specify the date the final manuscript will be publicly accessible through PubMed Central (PMC). Recipient and/or Recipient's submitting author must also post the manuscript through PMC within twelve (12) months of the publisher's official date of final publication; however the author is strongly encouraged to make the subject manuscript available as soon as possible. The recipient must obtain prior approval from the CDC for any exception to this provision.

The author's final, peer-reviewed manuscript is defined as the final version accepted for journal publication, and includes all modifications from the publishing peer review process, and all graphics and supplemental material associated with the article. Recipient and its submitting authors working under this award are responsible for ensuring that any publishing or copyright agreements concerning submitted articles reserve adequate right to fully comply with this provision and the license reserved by CDC. The manuscript will be hosted in both PMC and the CDC Stacks institutional repository system. In progress reports for this award, recipient must identify publications subject to the CDC Public Access Policy by using the applicable NIHMS identification number for up to three (3) months after the publication date and the PubMed Central identification number (PMCID) thereafter.

13c. Data Management Plan

As identified in the Evaluation and Performance Measurement section, applications involving data collection or generation must include a Data Management Plan (DMP) as part of their evaluation and performance measurement plan unless CDC has stated that CDC will take on the responsibility of creating the DMP. The DMP describes plans for assurance of the quality of the public health data through the data's lifecycle and plans to deposit the data in a repository to preserve and to make the data accessible in a timely manner. See web link for additional information: <https://www.cdc.gov/grants/additional-requirements/ar-25.html>.

14. Funding Restrictions

Restrictions that must be considered while planning the programs and writing the budget are:

- Recipients may not use funds for research.
- Recipients may not use funds for clinical care except as allowed by law.
- Recipients may use funds only for reasonable program purposes, including personnel, travel, supplies, and services.
- Generally, recipients may not use funds to purchase furniture or equipment. Any such proposed spending must be clearly identified in the budget.
- Reimbursement of pre-award costs generally is not allowed, unless the CDC provides written approval to the recipient.
- Other than for normal and recognized executive-legislative relationships, no funds may be used for:
 - publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body
 - the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before any legislative body
- See [Additional Requirement \(AR\) 12](#) for detailed guidance on this prohibition and [additional guidance on lobbying for CDC recipients](#).
- The direct and primary recipient in a cooperative agreement program must perform a substantial role in carrying out project outcomes and not merely serve as a conduit for an award to another party or provider who is ineligible.

See the unallowable costs included in [2 CFR 200 Subpart E - Cost Principles](#).

45 CFR part 75 outlines the parameters related to allowable costs that might be implicated in proposed activities.

15. Other Submission Requirements

a. Electronic Submission: Applications must be submitted electronically by using the forms and instructions posted for this notice of funding opportunity at www.grants.gov. Applicants can complete the application package using Workspace, which allows forms to be filled out online or offline. All application attachments must be submitted using a PDF file format. Instructions and training for using Workspace can be found at www.grants.gov under the "Workspace Overview" option.

b. Tracking Number: Applications submitted through www.grants.gov are time/date stamped electronically and assigned a tracking number. The applicant's Authorized Organization Representative (AOR) will be sent an e-mail notice of receipt when www.grants.gov receives the application. The tracking number documents that the application has been submitted and initiates the required electronic validation process before the application is made available to CDC.

c. Validation Process: Application submission is not concluded until the validation process is completed successfully. After the application package is submitted, the applicant will receive a "submission receipt" e-mail generated by www.grants.gov. A second e-mail message to applicants will then be generated by www.grants.gov that will either validate or reject the

submitted application package. This validation process may take as long as two business days. Applicants are strongly encouraged to check the status of their application to ensure that submission of their package has been completed and no submission errors have occurred. Applicants also are strongly encouraged to allocate ample time for filing to guarantee that their application can be submitted and validated by the deadline published in the NOFO. Non-validated applications will not be accepted after the published application deadline date.

If you do not receive a “validation” e-mail within two business days of application submission, please contact www.grants.gov. For instructions on how to track your application, refer to the e-mail message generated at the time of application submission or the Grants.gov Online User Guide.

<https://www.grants.gov/help/html/help/index.htm?callingApp=custom#t=GetStarted%2FGetStarted.htm>

d. Technical Difficulties: If technical difficulties are encountered at www.grants.gov, applicants should contact Customer Service at www.grants.gov. The www.grants.gov Contact Center is available 24 hours a day, 7 days a week, except federal holidays. The Contact Center is available by phone at 1-800-518-4726 or by e-mail at support@grants.gov. Application submissions sent by e-mail or fax, or on CDs or thumb drives will not be accepted. Please note that www.grants.gov is managed by HHS.

e. Paper Submission: If technical difficulties are encountered at www.grants.gov, applicants should call the www.grants.gov Contact Center at 1-800-518-4726 or e-mail them

at support@grants.gov for assistance. After consulting with the Contact Center, if the technical difficulties remain unresolved and electronic submission is not possible, applicants may e-mail CDC GMO/GMS, before the deadline, and request permission to submit a paper application.

Such requests are handled on a case-by-case basis.

An applicant’s request for permission to submit a paper application must:

1. Include the www.grants.gov case number assigned to the inquiry
2. Describe the difficulties that prevent electronic submission and the efforts taken with the www.grants.gov Contact Center to submit electronically; and
3. Be received via e-mail to the GMS/GMO listed below at least three calendar days before the application deadline. Paper applications submitted without prior approval will not be considered. If a paper application is authorized, OGS will advise the applicant of specific instructions for submitting the application via email.

E. Review and Selection Process

1. Review and Selection Process: Applications will be reviewed in three phases

a. Phase 1 Review

All applications will be initially reviewed for eligibility and completeness by the Office of Grants Services. Complete applications will be reviewed for responsiveness by Grants Management Officials and Program Officials. Non-responsive applications will not advance to Phase II review. Applicants will be notified that their applications did not meet eligibility and/or published submission requirements.

b. Phase II Review

A review panel will evaluate complete, eligible applications in accordance with the criteria below.

- i. Approach
- ii. Evaluation and Performance Measurement
- iii. Applicant's Organizational Capacity to Implement the Approach

Not more than thirty days after the Phase II review is completed, applicants will be notified electronically if their application does not meet eligibility or published submission requirements.

i. Approach **Maximum Points: 40**
Component A and Component B Approach are scored separately by reviewers. Each Component is worth a maximum of 40 points.

Component A (Maximum Points: 40)

Evaluate the extent to which the applicant:

- Presents outcomes that are consistent with the period of performance outcomes described in the CDC Project Description.
- Describes an overall strategy and activities consistent with the CDC Project Description.
- Describes strategies and activities that are achievable, appropriate to achieve the outcomes of the project, and evidence-based (to the degree practicable).
- Shows that the proposed use of funds is an efficient and effective way to implement the strategies and activities and attain the period of performance outcomes.
- Presents a work plan that is aligned with the strategies and activities, outcomes, and performance measures and is consistent with the content and format proposed by CDC.
- Describes strategies and activities to support and provide sub-awards to local health departments or other public health agencies or organizations that are not direct recipients of this award to cover the entire jurisdiction the applicant is proposing to serve

Component B (Maximum Points: 40)

Evaluate the extent to which the applicant:

- Presents outcomes that are consistent with the period of performance outcomes described in the CDC Project Description.
- Describes an overall strategy and activities consistent with the CDC Project Description.
- Describes strategies and activities that are achievable, appropriate to achieve the outcomes of the project, and evidence-based (to the degree practicable).
- Shows that the proposed use of funds is an efficient and effective way to implement the strategies and activities and attain the period of performance outcomes.

- Presents a work plan that is aligned with the strategies/activities, outcomes, and performance measures in the approach and is consistent with the content and format proposed by CDC.

ii. Evaluation and Performance Measurement

Maximum Points: 25

Component A and Component B Evaluation and Performance Measurement are scored separately by reviewers. Each Component is worth a maximum of 25 points.

Component A (Background) (Maximum Points: 25)

Evaluate the extent to which the applicant:

- Describes past participation in relevant national assessments
- Describes intention to participate in relevant assessments in the future
- Reacts to proposed outcome performance measures specified by CDC in the project description for Strategy A1 Workforce
- Describes their evaluation and performance measurement capacity
- Describes their intentions to collaborate with the Component B2 Grant evaluation recipient

Component B (Maximum Points: 25)

Evaluate the extent to which the applicant:

- Shows and affirms the ability to collect data on the process and outcome performance measures specified by CDC in the project description and presented by the applicant in their approach, including information on the feasibility of reporting on the measures and barriers to reporting.
- Describes how performance measurement and evaluation findings will be reported, and used to demonstrate the outcomes of the NOFO and for continuous program quality improvement.
- Describes how evaluation and performance measurement will contribute to developing an evidence base for programs that lack a strong effectiveness evidence base.
- Describes any evaluation studies they are to undertake. Describe in sufficient detail to identify the key evaluation questions, and data sources and analysis methods.

iii. Applicant's Organizational Capacity to Implement the Approach

Maximum Points: 35

Component A - Strategy A1 and A2, Component A - Strategy A3, and Component B Organizational Capacity to Implement the Approach are scored separately by reviewers. Component A (A1 and A2), Component B, and Strategy A3 Data modernization are each worth a maximum of 35 points.

Component A (Maximum Points: 35)

A1 Workforce and A2 Foundational capabilities

Evaluation for Strategy A1 and A2 will assess the extent to which applicants:

- Implement a comprehensive public health program, including all the Public Health Services.

- Maintain a comprehensive public health infrastructure, including all Public Health foundational capabilities, including a robust human resources capacity
- Are accredited or provide evidence of active pursuit of accreditation by the Public Health Accreditation Board (PHAB) or explains why their organization chooses not to apply for accreditation.
- Have an established public health presence across their jurisdiction, including evidence of serving medically underserved areas within their jurisdiction.
- Demonstrated ability to manage a large state, or county, or city public health agency that services a population of 400,000 or greater or demonstrated ability to manage a U.S. Territory or freely associated state health agency.

A3 Data modernization (Maximum Points: 35)

Evaluation for Strategy A3 will assess the extent to which applicants:

- Implement a comprehensive public health program, including all the Public Health Services.
- Maintain a comprehensive public health infrastructure, including all Public Health foundational capabilities, including a robust human resources capacity
- Are accredited or provide evidence of active pursuit of accreditation by the Public Health Accreditation Board (PHAB) or explains why their organization chooses not to apply for accreditation.
- Have an established public health presence across their jurisdiction, including evidence of serving medically underserved areas within their jurisdiction.
- Demonstrated ability to manage a large state, or county, or city public health agency that services a population of 400,000 or greater or demonstrated ability to manage a U.S. Territory or freely associated state health agency.
- Have an established understanding and authority to implement DMI standards and practices across their identified level of government (i.e., States and Territories (including Freely Associated States) or eligible city or eligible county).
- Have identified as a current recipient of data modernization funding through the CDC Epidemiology and Laboratory Capacity for Prevention and Control of Emerging Infectious Diseases (ELC) supplemental funding.

Component B (Maximum Points: 35)

Evaluation will assess the extent to which applicants:

- Have a wide reach across the United States, alone or in combination with key partners also included in the grant application.
- Could begin substantive work with many Component A recipients soon after award
- Have recent experience working with governmental public health agency related to the parts of Component B to which they are applying.

Budget

Maximum Points: 0

The budget is not scored. However, applicants should describe in the budget narrative how budget items related to the various strategies for which they are applying. There should be a way

for CDC and reviewers to understand approximately how much of the funding will be applied to each strategy in the proposal. Please use the verbatim strategy titles A1 Workforce, A2 Foundational capabilities, and A3 Data modernization to label budget narrative sections. Thus, applicants will need to have a separate budget line for each strategy identified on the SF-424A under the headings referred to as “Grant Program Function or Activity” for Strategies A1-A3. Please see “Attachment D_SF424_A Guidance” for an example, and utilize the verbatim titles provided.

c. Phase III Review

Component A

An objective review with field reviewers will be used to examine these applications and inform award decisions. The following factors also may affect the funding decision: geographic diversity. The purpose of this grant is to support public health agencies across the United States. As such, CDC does not plan to fund more than one recipient to serve the same geographic area, for example, two applicants that work statewide in the same state, two applicants that work countywide in the same county, or two applicants that work citywide in the same city. In those situations, rank order will be used to determine which of the competing applicants will be funded, and the remaining applicant(s) for that geographic area may not be funded, even if other applicants had lower total scores. Statewide applicants will not be responsible for working in any city or county jurisdictions that receive funding from this grant to avoid geographical overlap. It may also be necessary for CDC to fund only specific levels of government such as all states and territories or all eligible cities or all eligible counties for specific strategies such as DMI to avoid geographical overlap and unnecessary redundancies. Finally, applicants that demonstrate plans to devote more grant effort towards the needs in medically underserved areas may be funded above those that might score higher but do not have that same geographic emphasis.

Component B

An objective review with field reviewers will be used to examine these applications and inform award decisions. The following factors also may affect the funding decision: organizations with documented associations with many state, or local or Territorial government public health agencies, and scope of strategies that an applicant proposes to cover. Applicants that seek to cover more of the strategies included in Component B may be funded over those that cover fewer strategies, but which have higher total scores. Maximizing coordination and streamlining among these Component B partners is in the best interest of the grant and the Component A recipients they are intended to serve.

Review of risk posed by applicants.

Prior to making a Federal award, CDC is required by 31 U.S.C. 3321 and 41 U.S.C. 2313 to review information available through any OMB-designated repositories of government-wide eligibility qualification or financial integrity information as appropriate. See also suspension and debarment requirements at 2 CFR parts 180 and 376.

In accordance 41 U.S.C. 2313, CDC is required to review the non-public segment of the OMB-designated integrity and performance system accessible through SAM (currently the Federal Recipient Performance and Integrity Information System (FAPIIS)) prior to making a Federal award where the Federal share is expected to exceed the simplified acquisition threshold,

defined in 41 U.S.C. 134, over the period of performance. At a minimum, the information in the system for a prior Federal award recipient must demonstrate a satisfactory record of executing programs or activities under Federal grants, cooperative agreements, or procurement awards; and integrity and business ethics. CDC may make a Federal award to a recipient who does not fully meet these standards, if it is determined that the information is not relevant to the current Federal award under consideration or there are specific conditions that can appropriately mitigate the effects of the non-Federal entity's risk in accordance with 45 CFR §75.207.

CDC's framework for evaluating the risks posed by an applicant may incorporate results of the evaluation of the applicant's eligibility or the quality of its application. If it is determined that a Federal award will be made, special conditions that correspond to the degree of risk assessed may be applied to the Federal award. The evaluation criteria is described in this Notice of Funding Opportunity.

In evaluating risks posed by applicants, CDC will use a risk-based approach and may consider any items such as the following:

- (1) Financial stability;
- (2) Quality of management systems and ability to meet the management standards prescribed in this part;
- (3) History of performance. The applicant's record in managing Federal awards, if it is a prior recipient of Federal awards, including timeliness of compliance with applicable reporting requirements, conformance to the terms and conditions of previous Federal awards, and if applicable, the extent to which any previously awarded amounts will be expended prior to future awards;
- (4) Reports and findings from audits performed under subpart F 45 CFR 75 or the reports and findings of any other available audits; and
- (5) The applicant's ability to effectively implement statutory, regulatory, or other requirements imposed on non-Federal entities.

CDC must comply with the guidelines on government-wide suspension and debarment in 2 CFR part 180, and require non-Federal entities to comply with these provisions. These provisions restrict Federal awards, subawards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal programs or activities.

2. Announcement and Anticipated Award Dates

The anticipated publication date is June 16, 2022, on www.grants.gov. Applicants will have up to 60 days, or August 16, 2022, to respond. Applicants are encouraged to apply early. The anticipated award date(s) may vary by each component and strategy. Component A and Component B may be funded on or near November 1, 2022.

F. Award Administration Information

1. Award Notices

Recipients will receive an electronic copy of the Notice of Award (NOA) from CDC OGS. The NOA shall be the only binding, authorizing document between the recipient and CDC. The NOA will be signed by an authorized GMO and emailed to the Recipient Business Officer listed in application and the Program Director.

Any applicant awarded funds in response to this Notice of Funding Opportunity will be subject to annual SAM Registration and Federal Funding Accountability And Transparency Act Of 2006 (FFATA) requirements.

Unsuccessful applicants will receive notification of these results by e-mail with delivery receipt.

2. Administrative and National Policy Requirements

Recipients must comply with the administrative and public policy requirements outlined in 45 CFR Part 75 and the HHS Grants Policy Statement, as appropriate.

Brief descriptions of relevant provisions are available at <https://www.cdc.gov/grants/additional-requirements/index.html>.

The HHS Grants Policy Statement is available at <http://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf>.

The following Administrative Requirements (AR) apply to this NOFO:

- *AR-7: Executive Order 12372 Review*
- *AR-8: Public Health System Reporting Requirements*
- *AR-9: Paperwork Reduction Act Requirements*
- *AR-10: Smoke-Free Workplace Requirements*
- *AR-11: Healthy People 2030*
- *AR-12: Lobbying Restrictions*
- *AR-13: Prohibition on Use of CDC Funds for Certain Gun Control Activities*
- *AR-8: Public Health System Reporting Requirements*
- *AR-15: Proof of Non-profit Status*
- *AR-23: Compliance with 45 CFR Part 87*
- *AR-14: Accounting System Requirements*
- *AR-16: Security Clearance Requirement*
- *AR-21: Small, Minority, And Women-owned Business*
- *AR-24: Health Insurance Portability and Accountability Act Requirements*
- *AR-25: Data Management and Access*
- *AR-26: National Historic Preservation Act of 1966*
- *AR-29: Compliance with EO13513, "Federal Leadership on Reducing Text Messaging while Driving", October 1, 2009*
- *AR-30: Information Letter 10-006, - Compliance with Section 508 of the Rehabilitation Act of 1973*
- *AR-32: Enacted General Provisions*
- *AR-34: Language Access for Persons with Limited English Proficiency*
- *AR-37: Prohibition on certain telecommunications and video surveillance services or equipment for all awards issued on or after August 13, 2020*

The full text of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards, 45 CFR 75, can be found at: <https://www.ecfr.gov/cgi-bin/text->

[idx?node=pt45.1.75](#)

Should you successfully compete for an award, recipients of federal financial assistance (FFA) from HHS must administer their programs in compliance with federal civil rights laws that prohibit discrimination on the basis of race, color, national origin, disability, age and, in some circumstances, religion, conscience, and sex (including gender identity, sexual orientation, and pregnancy). This includes taking reasonable steps to provide meaningful access to persons with limited English proficiency and providing programs that are accessible to and usable by persons with disabilities. The HHS Office for Civil Rights provides guidance on complying with civil rights laws enforced by HHS. See <https://www.hhs.gov/civil-rights/for-providers/provider-obligations/index.html> and <https://www.hhs.gov/civil-rights/for-individuals/nondiscrimination/index.html>.

- Recipients of FFA must ensure that their programs are accessible to persons with limited English proficiency. For guidance on meeting your legal obligation to take reasonable steps to ensure meaningful access to your programs or activities by limited English proficient individuals, see <https://www.hhs.gov/civil-rights/for-individuals/special-topics/limited-english-proficiency/fact-sheet-guidance/index.html> and <https://www.lep.gov>.
- For information on your specific legal obligations for serving qualified individuals with disabilities, including providing program access, reasonable modifications, and taking appropriate steps to provide effective communication, see <http://www.hhs.gov/ocr/civilrights/understanding/disability/index.html>.
- HHS funded health and education programs must be administered in an environment free of sexual harassment, see <https://www.hhs.gov/civil-rights/for-individuals/sex-discrimination/index.html>.
- For guidance on administering your project in compliance with applicable federal religious nondiscrimination laws and applicable federal conscience protection and associated anti-discrimination laws, see <https://www.hhs.gov/conscience/conscience-protections/index.html> and <https://www.hhs.gov/conscience/religious-freedom/index.html>.

3. Reporting

Reporting provides continuous program monitoring and identifies successes and challenges that recipients encounter throughout the project period. Also, reporting is a requirement for recipients who want to apply for yearly continuation of funding. Reporting helps CDC and recipients because it:

- Helps target support to recipients;
- Provides CDC with periodic data to monitor recipient progress toward meeting the Notice of Funding Opportunity outcomes and overall performance;
- Allows CDC to track performance measures and evaluation findings for continuous quality and program improvement throughout the period of performance and to determine applicability of evidence-based approaches to different populations, settings, and contexts; and
- Enables CDC to assess the overall effectiveness and influence of the NOFO.

The table below summarizes required and optional reports. All required reports must be sent electronically to GMS listed in the “Agency Contacts” section of the NOFO copying the CDC Project Officer.

The table below summarizes required and optional reports. All required reports must be sent electronically to GMS listed in the “Agency Contacts” section of the NOFO copying the CDC Project Officer. These apply to both Component A and Component B recipients.

Report Type	When?	Required?
Recipient Evaluation and Performance Measurement Plan, including Data Management Plan (DMP)(if applicable)	6 months into award	Yes
Annual Performance Report (APR)	No later than 120 days before end of budget period. Services as a yearly continuation application.	Yes
Progress Reporting	6-month reports are due 60 days after each fiscal 6-month mark; thereafter, through the period of performance.	Yes
Federal Financial Reporting Forms	Due 90 days after the end of the budget period	Yes
Final Performance and Financial Report	Due 90 days after end of period of performance	Yes

There may be flexibility in reporting deadlines. CDC will communicate updates or revisions to reporting requirements as appropriate. Performance measures and progress reports will be submitted via the Research Electronic Data Capture, or otherwise known as REDCap. Recipients will also update workplans in REDCap. CDC will provide training and technical assistance for recipients on REDCap post-award.

a. Recipient Evaluation and Performance Measurement Plan (required)

With support from CDC, recipients must elaborate on their initial applicant evaluation and performance measurement plan. This plan must be no more than 20 pages; recipients must submit the plan 6 months into the award. HHS/CDC will review and approve the recipient’s monitoring and evaluation plan to ensure that it is appropriate for the activities to be undertaken as part of the agreement, for compliance with the monitoring and evaluation guidance established by HHS/CDC, or other guidance otherwise applicable to this Agreement.

Recipient Evaluation and Performance Measurement Plan (required): This plan should provide additional detail on the following:

Performance Measurement

- Performance measures and targets
- The frequency that performance data are to be collected.
- How performance data will be reported.
- How quality of performance data will be assured.
- How performance measurement will yield findings to demonstrate progress towards achieving NOFO goals (e.g., reaching target populations or achieving expected outcomes).
- Dissemination channels and audiences.
- Other information requested as determined by the CDC program.

Evaluation

- The types of evaluations to be conducted (e.g. process or outcome evaluations).
- The frequency that evaluations will be conducted.
- How evaluation reports will be published on a publicly available website.
- How evaluation findings will be used to ensure continuous quality and program improvement.
- How evaluation will yield findings to demonstrate the value of the NOFO (e.g., effect on improving public health outcomes, effectiveness of NOFO, cost-effectiveness or cost-benefit).
- Dissemination channels and audiences.

HHS/CDC or its designee will also undertake monitoring and evaluation of the defined activities within the agreement. The recipient must ensure reasonable access by HHS/CDC or its designee to all necessary sites, documentation, individuals and information to monitor, evaluate and verify the appropriate implementation the activities and use of HHS/CDC funding under this Agreement.

b. Annual Performance Report (APR) (required)

The recipient must submit the APR via www.Grantsolutions.gov no later than 120 days prior to the end of the budget period. This report must not exceed 45 pages excluding administrative reporting. Attachments are not allowed, but web links are allowed.

This report must include the following:

- **Performance Measures:** Recipients must report on performance measures for each budget period and update measures, if needed.
- **Evaluation Results:** Recipients must report evaluation results for the work completed to date (including findings from process or outcome evaluations).
- **Work Plan:** Recipients must update work plan each budget period to reflect any changes in period of performance outcomes, activities, timeline, etc.
- **Successes**

- Recipients must report progress on completing activities and progress towards achieving the period of performance outcomes described in the logic model and work plan.
- Recipients must describe any additional successes (e.g. identified through evaluation results or lessons learned) achieved in the past year.
- Recipients must describe success stories.
- **Challenges**
 - Recipients must describe any challenges that hindered or might hinder their ability to complete the work plan activities and achieve the period of performance outcomes.
 - Recipients must describe any additional challenges (e.g., identified through evaluation results or lessons learned) encountered in the past year.
- **CDC Program Support to Recipients**
 - Recipients must describe how CDC could help them overcome challenges to complete activities in the work plan and achieving period of performance outcomes.
- **Administrative Reporting** (No page limit)
 - SF-424A Budget Information-Non-Construction Programs.
 - Budget Narrative – Must use the format outlined in "Content and Form of Application Submission, Budget Narrative" section.
 - Indirect Cost Rate Agreement.

The recipient must submit the Annual Performance Report via <https://www.grantsolutions.gov> 120 days prior to the end of the budget period.

The recipients must submit the Annual Performance Report via www.Grantsolutions.gov no later than 120 days prior to the end of the budget period.

c. Performance Measure Reporting (optional)

CDC programs may require more frequent reporting of performance measures than annually in the APR. If this is the case, CDC programs must specify reporting frequency, data fields, and format for recipients at the beginning of the award period.

CDC will require 6-month reporting on some performance measures, and others will be required annually. The final reporting schedule will be determined after award.

d. Federal Financial Reporting (FFR) (required)

The annual FFR form (SF-425) is required and must be submitted 90 days after the end of the budget period through the Payment Management System (PMS). The report must include only those funds authorized and disbursed during the timeframe covered by the report. The final FFR must indicate the exact balance of unobligated funds, and may not reflect any unliquidated obligations. There must be no discrepancies between the final FFR expenditure data and the

Payment Management System's (PMS) cash transaction data. Failure to submit the required information by the due date may adversely affect the future funding of the project. If the information cannot be provided by the due date, recipients are required to submit a letter of explanation to OGS and include the date by which the Grants Officer will receive information.

No additional information.

e. Final Performance and Financial Report (required)

The Final Performance Report is due 90 days after the end of the period of performance. The Final FFR is due 90 days after the end of the period of performance and must be submitted through the Payment Management System (PMS). CDC programs must indicate that this report should not exceed 40 pages. This report covers the entire period of performance and can include information previously reported in APRs. At a minimum, this report must include the following:

- Performance Measures – Recipients must report final performance data for all process and outcome performance measures.
- Evaluation Results – Recipients must report final evaluation results for the period of performance for any evaluations conducted.
- Impact/Results/Success Stories – Recipients must use their performance measure results and their evaluation findings to describe the effects or results of the work completed over the period of performance, and can include some success stories.
- A final Data Management Plan that includes the location of the data collected during the funded period, for example, repository name and link data set(s)
- Additional forms as described in the Notice of Award (e.g., Equipment Inventory Report, Final Invention Statement).

No additional information.

4. Federal Funding Accountability and Transparency Act of 2006 (FFATA)

Federal Funding Accountability and Transparency Act of 2006 (FFATA), P.L. 109–282, as amended by section 6202 of P.L. 110–252 requires full disclosure of all entities and organizations receiving Federal funds including awards, contracts, loans, other assistance, and payments through a single publicly accessible Web site, <http://www.USASpending.gov>.

Compliance with this law is primarily the responsibility of the Federal agency. However, two elements of the law require information to be collected and reported by applicants: 1) information on executive compensation when not already reported through the SAM, and 2) similar information on all sub-awards/subcontracts/consortiums over \$25,000.

For the full text of the requirements under the FFATA and HHS guidelines, go to:

- <https://www.gpo.gov/fdsys/pkg/PLAW-109publ282/pdf/PLAW-109publ282.pdf>,
- https://www.frs.gov/documents/ffata_legislation_110_252.pdf
- <http://www.hhs.gov/grants/grants/grants-policies-regulations/index.html#FFATA>.

5. Reporting of Foreign Taxes (International/Foreign projects only)

A. Valued Added Tax (VAT) and Customs Duties – Customs and import duties, consular fees, customs surtax, valued added taxes, and other related charges are hereby authorized as an

allowable cost for costs incurred for non-host governmental entities operating where no applicable tax exemption exists. This waiver does not apply to countries where a bilateral agreement (or similar legal document) is already in place providing applicable tax exemptions and it is not applicable to Ministries of Health. Successful applicants will receive information on VAT requirements via their Notice of Award.

B. The U.S. Department of State requires that agencies collect and report information on the amount of taxes assessed, reimbursed and not reimbursed by a foreign government against commodities financed with funds appropriated by the U.S. Department of State, Foreign Operations and Related Programs Appropriations Act (SFOAA) (“United States foreign assistance funds”). Outlined below are the specifics of this requirement:

1) Annual Report: The recipient must submit a report on or before November 16 for each foreign country on the amount of foreign taxes charged, as of September 30 of the same year, by a foreign government on commodity purchase transactions valued at 500 USD or more financed with United States foreign assistance funds under this grant during the prior United States fiscal year (October 1 – September 30), and the amount reimbursed and unreimbursed by the foreign government. [Reports are required even if the recipient did not pay any taxes during the reporting period.]

2) Quarterly Report: The recipient must quarterly submit a report on the amount of foreign taxes charged by a foreign government on commodity purchase transactions valued at 500 USD or more financed with United States foreign assistance funds under this grant. This report shall be submitted no later than two weeks following the end of each quarter: April 15, July 15, October 15 and January 15.

3) Terms: For purposes of this clause:

“Commodity” means any material, article, supplies, goods, or equipment;

“Foreign government” includes any foreign government entity;

“Foreign taxes” means value-added taxes and custom duties assessed by a foreign government on a commodity. It does not include foreign sales taxes.

4) Where: Submit the reports to the Director and Deputy Director of the CDC office in the country(ies) in which you are carrying out the activities associated with this cooperative agreement. In countries where there is no CDC office, send reports to VATreporting@cdc.gov.

5) Contents of Reports: The reports must contain:

a. recipient name;

b. contact name with phone, fax, and e-mail;

c. agreement number(s) if reporting by agreement(s);

d. reporting period;

e. amount of foreign taxes assessed by each foreign government;

f. amount of any foreign taxes reimbursed by each foreign government;

g. amount of foreign taxes unreimbursed by each foreign government.

6) Subagreements. The recipient must include this reporting requirement in all applicable

subgrants and other subagreements.

6. Termination

CDC may impose other enforcement actions in accordance with 45 CFR 75.371- Remedies for Noncompliance, as appropriate.

The Federal award may be terminated in whole or in part as follows:

- (1) By the HHS awarding agency or pass-through entity, if the non-Federal entity fails to comply with the terms and conditions of the award;
- (2) By the HHS awarding agency or pass-through entity for cause;
- (3) By the HHS awarding agency or pass-through entity with the consent of the non-Federal entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated; or
- (4) By the non-Federal entity upon sending to the HHS awarding agency or pass-through entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the HHS awarding agency or pass-through entity determines in the case of partial termination that the reduced or modified portion of the Federal award or subaward will not accomplish the purposes for which the Federal award was made, the HHS awarding agency or pass-through entity may terminate the Federal award in its entirety.

G. Agency Contacts

CDC encourages inquiries concerning this NOFO.

Program Office Contact

For programmatic technical assistance, contact:

First Name:

Jonathan

Last Name:

Carlson

Project Officer

Department of Health and Human Services

Centers for Disease Control and Prevention

Address:

Department of Health and Human Services

Centers for Disease Control and Prevention

Center for Surveillance, Epidemiology, and Laboratory Services

Division of Scientific Education and Professional Development

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Grants Management Office Information

For **financial, awards management, or budget assistance**, contact:

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Rhonda

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Grants Management Specialist

Department of Health and Human Services

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For assistance with **submission difficulties related to** www.grants.gov, contact the Contact Center by phone at 1-800-518-4726.

Hours of Operation: 24 hours a day, 7 days a week, except on federal holidays.

CDC Telecommunications for persons with hearing loss is available at: TTY 1-888-232-6348

H. Other Information

Following is a list of acceptable attachments **applicants** can upload as PDF files as part of their application at www.grants.gov. Applicants may not attach documents other than those listed; if other documents are attached, applications will not be reviewed.

- Project Abstract
- Project Narrative
- Budget Narrative
- Report on Programmatic, Budgetary and Commitment Overlap
- Table of Contents for Entire Submission

For international NOFOs:

- SF424

- SF424A
- Funding Preference Deliverables

Optional attachments, as determined by CDC programs:

Resumes / CVs

Position descriptions

Letters of Support

Organization Charts

Non-profit organization IRS status forms, if applicable

Indirect Cost Rate, if applicable

Memorandum of Agreement (MOA)

Memorandum of Understanding (MOU)

Bona Fide Agent status documentation, if applicable

Applicants are encouraged to upload public health agency leadership letters, MOUs/MOAs, and any documents requested to demonstrate responsiveness. Applicants are encouraged to visit this website more for guidance and answers to questions they may

have: <https://www.cdc.gov/workforce/resources/infrastructuregrant.html>

I. Glossary

Activities: The actual events or actions that take place as a part of the program.

Administrative and National Policy Requirements, Additional Requirements(ARs):

Administrative requirements found in 45 CFR Part 75 and other requirements mandated by statute or CDC policy. All ARs are listed in the Template for CDC programs. CDC programs must indicate which ARs are relevant to the NOFO; recipients must comply with the ARs listed in the NOFO. To view brief descriptions of relevant provisions, see

<https://www.cdc.gov/grants/additional-requirements/index.html>. Note that 2 CFR 200 supersedes the administrative requirements (A-110 & A-102), cost principles (A-21, A-87 & A-122) and audit requirements (A-50, A-89 & A-133).

Approved but Unfunded: Approved but unfunded refers to applications recommended for approval during the objective review process; however, they were not recommended for funding by the program office and/or the grants management office.

Assistance Listings: A government-wide collection of federal programs, projects, services, and activities that provide assistance or benefits to the American public.

Assistance Listings Number: A unique number assigned to each program and NOFO throughout its lifecycle that enables data and funding tracking and transparency.

Award: Financial assistance that provides support or stimulation to accomplish a public purpose. Awards include grants and other agreements (e.g., cooperative agreements) in the form of money, or property in lieu of money, by the federal government to an eligible applicant.

Budget Period or Budget Year: The duration of each individual funding period within the period of performance. Traditionally, budget periods are 12 months or 1 year.

Carryover: Unobligated federal funds remaining at the end of any budget period that, with the approval of the GMO or under an automatic authority, may be carried over to another budget period to cover allowable costs of that budget period either as an offset or additional authorization. Obligated but liquidated funds are not considered carryover.

Continuous Quality Improvement: A system that seeks to improve the provision of services with an emphasis on future results.

Contracts: An award instrument used to acquire (by purchase, lease, or barter) property or services for the direct benefit or use of the Federal Government.

Cooperative Agreement: A financial assistance award with the same kind of interagency relationship as a grant except that it provides for substantial involvement by the federal agency funding the award. Substantial involvement means that the recipient can expect federal programmatic collaboration or participation in carrying out the effort under the award.

Cost Sharing or Matching: Refers to program costs not borne by the Federal Government but by the recipients. It may include the value of allowable third-party, in-kind contributions, as well as expenditures by the recipient.

Direct Assistance: A financial assistance mechanism, which must be specifically authorized by statute, whereby goods or services are provided to recipients in lieu of cash. DA generally involves the assignment of federal personnel or the provision of equipment or supplies, such as vaccines. DA is primarily used to support payroll and travel expenses of CDC employees assigned to state, tribal, local, and territorial (STLT) health agencies that are recipients of grants and cooperative agreements. Most legislative authorities that provide financial assistance to STLT health agencies allow for the use of DA. <https://www.cdc.gov/grants/additional-requirements/index.html>.

Evaluation (program evaluation): The systematic collection of information about the activities, characteristics, and outcomes of programs (which may include interventions, policies, and specific projects) to make judgments about that program, improve program effectiveness, and/or inform decisions about future program development.

Evaluation Plan: A written document describing the overall approach that will be used to guide an evaluation, including why the evaluation is being conducted, how the findings will likely be used, and the design and data collection sources and methods. The plan specifies what will be done, how it will be done, who will do it, and when it will be done. The NOFO evaluation plan is used to describe how the recipient and/or CDC will determine whether activities are implemented appropriately and outcomes are achieved.

Federal Funding Accountability and Transparency Act of 2006 (FFATA): Requires that information about federal awards, including awards, contracts, loans, and other assistance and payments, be available to the public on a single website at www.USAspending.gov.

Fiscal Year: The year for which budget dollars are allocated annually. The federal fiscal year starts October 1 and ends September 30.

Grant: A legal instrument used by the federal government to transfer anything of value to a recipient for public support or stimulation authorized by statute. Financial assistance may be money or property. The definition does not include a federal procurement subject to the Federal Acquisition Regulation; technical assistance (which provides services instead of money); or assistance in the form of revenue sharing, loans, loan guarantees, interest subsidies, insurance, or direct payments of any kind to a person or persons. The main difference between a grant and a cooperative agreement is that in a grant there is no anticipated substantial programmatic involvement by the federal government under the award.

Grants.gov: A "storefront" web portal for electronic data collection (forms and reports) for federal grant-making agencies at www.grants.gov.

Grants Management Officer (GMO): The individual designated to serve as the HHS official responsible for the business management aspects of a particular grant(s) or cooperative agreement(s). The GMO serves as the counterpart to the business officer of the recipient organization. In this capacity, the GMO is responsible for all business management matters associated with the review, negotiation, award, and administration of grants and interprets grants administration policies and provisions. The GMO works closely with the program or project officer who is responsible for the scientific, technical, and programmatic aspects of the grant.

Grants Management Specialist (GMS): A federal staff member who oversees the business and other non-programmatic aspects of one or more grants and/or cooperative agreements. These activities include, but are not limited to, evaluating grant applications for administrative content and compliance with regulations and guidelines, negotiating grants, providing consultation and technical assistance to recipients, post-award administration and closing out grants.

Health Disparities: Differences in health outcomes and their determinants among segments of the population as defined by social, demographic, environmental, or geographic category.

Health Equity: Striving for the highest possible standard of health for all people and giving special attention to the needs of those at greatest risk of poor health, based on social conditions.

Health Inequities: Systematic, unfair, and avoidable differences in health outcomes and their determinants between segments of the population, such as by socioeconomic status (SES), demographics, or geography.

Healthy People 2030: National health objectives aimed at improving the health of all Americans by encouraging collaboration across sectors, guiding people toward making informed health decisions, and measuring the effects of prevention activities.

Inclusion: Both the meaningful involvement of a community's members in all stages of the program process and the maximum involvement of the target population that the intervention will benefit. Inclusion ensures that the views, perspectives, and needs of affected communities, care providers, and key partners are considered.

Indirect Costs: Costs that are incurred for common or joint objectives and not readily and specifically identifiable with a particular sponsored project, program, or activity; nevertheless, these costs are necessary to the operations of the organization. For example, the costs of operating and maintaining facilities, depreciation, and administrative salaries generally are considered indirect costs.

Letter of Intent (LOI): A preliminary, non-binding indication of an organization's intent to submit an application.

Lobbying: Direct lobbying includes any attempt to influence legislation, appropriations, regulations, administrative actions, executive orders (legislation or other orders), or other similar deliberations at any level of government through communication that directly expresses a view on proposed or pending legislation or other orders, and which is directed to staff members or other employees of a legislative body, government officials, or employees who participate in formulating legislation or other orders. Grass roots lobbying includes efforts directed at inducing or encouraging members of the public to contact their elected representatives at the federal, state, or local levels to urge support of, or opposition to, proposed or pending legislative proposals.

Logic Model: A visual representation showing the sequence of related events connecting the activities of a program with the programs' desired outcomes and results.

Maintenance of Effort: A requirement contained in authorizing legislation, or applicable regulations that a recipient must agree to contribute and maintain a specified level of financial effort from its own resources or other non-government sources to be eligible to receive federal grant funds. This requirement is typically given in terms of meeting a previous base-year dollar amount. Memorandum of Understanding (MOU) or Memorandum of Agreement(MOA): Document that describes a bilateral or multilateral agreement between parties expressing a convergence of will between the parties, indicating an intended common line of action. It is often used in cases where the parties either do not imply a legal commitment or cannot create a legally enforceable agreement.

Nonprofit Organization: Any corporation, trust, association, cooperative, or other organization that is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest; is not organized for profit; and uses net proceeds to maintain, improve, or expand the operations of the organization. Nonprofit organizations include institutions of higher education, hospitals, and tribal organizations (that is, Indian entities other than federally recognized Indian tribal governments).

Notice of Award (NoA): The official document, signed (or the electronic equivalent of signature) by a Grants Management Officer that: (1) notifies the recipient of the award of a grant; (2) contains or references all the terms and conditions of the grant and Federal funding limits and obligations; and (3) provides the documentary basis for recording the obligation of Federal funds in the HHS accounting system.

Objective Review: A process that involves the thorough and consistent examination of applications based on an unbiased evaluation of scientific or technical merit or other relevant aspects of the proposal. The review is intended to provide advice to the persons responsible for making award decisions.

Outcome: The results of program operations or activities; the effects triggered by the program. For example, increased knowledge, changed attitudes or beliefs, reduced tobacco use, reduced morbidity and mortality.

Performance Measurement: The ongoing monitoring and reporting of program accomplishments, particularly progress toward pre-established goals, typically conducted by program or agency management. Performance measurement may address the type or level of

program activities conducted (process), the direct products and services delivered by a program (outputs), or the results of those products and services (outcomes). A “program” may be any activity, project, function, or policy that has an identifiable purpose or set of objectives.

Period of performance –formerly known as the project period - : The time during which the recipient may incur obligations to carry out the work authorized under the Federal award. The start and end dates of the period of performance must be included in the Federal award.

Period of Performance Outcome: An outcome that will occur by the end of the NOFO’s funding period

Plain Writing Act of 2010: The Plain Writing Act of 2010 requires that federal agencies use clear communication that the public can understand and use. NOFOs must be written in clear, consistent language so that any reader can understand expectations and intended outcomes of the funded program. CDC programs should use NOFO plain writing tips when writing NOFOs. **Program Strategies:** Strategies are groupings of related activities, usually expressed as general headers (e.g., Partnerships, Assessment, Policy) or as brief statements (e.g., Form partnerships, Conduct assessments, Formulate policies).

Program Official: Person responsible for developing the NOFO; can be either a project officer, program manager, branch chief, division leader, policy official, center leader, or similar staff member.

Public Health Accreditation Board (PHAB): A nonprofit organization that works to promote and protect the health of the public by advancing the quality and performance of public health departments in the U.S. through national public health department accreditation
<http://www.phaboard.org>.

Social Determinants of Health: Conditions in the environments in which people are born, live, learn, work, play, worship, and age that affect a wide range of health, functioning, and quality-of-life outcomes and risks.

Statute: An act of the legislature; a particular law enacted and established by the will of the legislative department of government, expressed with the requisite formalities. In foreign or civil law any particular municipal law or usage, though resting for its authority on judicial decisions, or the practice of nations.

Statutory Authority: Authority provided by legal statute that establishes a federal financial assistance program or award.

System for Award Management (SAM): The primary vendor database for the U.S. federal government. SAM validates applicant information and electronically shares secure and encrypted data with federal agencies' finance offices to facilitate paperless payments through Electronic Funds Transfer (EFT). SAM stores organizational information, allowing www.grants.gov to verify identity and pre-fill organizational information on grant applications.

Technical Assistance: Advice, assistance, or training pertaining to program development, implementation, maintenance, or evaluation that is provided by the funding agency.

UEI: The Unique Entity Identifier (UEI) number is a twelve-digit number assigned by SAM.gov. When applying for Federal awards or cooperative agreements, all applicant organizations must obtain a UEI number as the Universal Identifier. UEI number assignment is

free. If an organization does not know its UEI number or needs to register for one, visit www.sam.gov.

Work Plan: The summary of period of performance outcomes, strategies and activities, personnel and/or partners who will complete the activities, and the timeline for completion. The work plan will outline the details of all necessary activities that will be supported through the approved budget.

Health equity (2) is achieved when every person has the opportunity to “attain his or her full health potential” and no one is “disadvantaged from achieving this potential because of social position or other socially determined circumstances.”

Underserved communities refers to populations sharing a particular characteristic, as well as geographic communities, which have been systematically denied a full opportunity to participate in aspects of economic, social, and civic life. Populations can include but are not limited to: African American, Latino, and Indigenous and Native American persons, Asian Americans and Pacific Page 50 of 50 Islanders and other persons of color; members of religious minorities; lesbian, gay, bisexual, transgender, and queer (LGBTQ+) persons; persons with disabilities; persons who live in rural communities; and persons otherwise adversely impacted by persistent poverty or inequality (Definition modified from the Executive Order On Advancing Racial Equity and Support for Underserved Communities Through the Federal Government, January 20, 2021).

Appendix 1: Sample Activities for Component A

This appendix lists the Key Activities for Strategies A1 – A3 of Component A, OE22-2203. The Key Activities are broad by design and intended to provide recipients with maximum flexibility to meet their needs. Below each Key Activity is a list of sample activities for recipients to consider. Recipients are encouraged to think creatively about the types of activities they would like to support with this funding and are not restricted to the sample activities included in this appendix. State recipients should consider these sample activities for their own agency as well as for work that could be done to support local health departments and tribes. There are no sample activities provided for Component B.

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Strategy A1: Workforce

There are six Key Activities included in Component A, Strategy 1. Below each of these Key Activities are sample activities for recipients to consider for their own agency. Recipients are encouraged to think creatively about the types of activities they would like to support with this funding and are not restricted to the sample activities included in this appendix. Statewide recipients should also consider this a sample list of activities to support in local health departments and tribes, to strengthen the workforce of public health systems.

A1.1. Recruit and hire new public health staff.

- a. Conduct systematic workforce needs assessments to identify priority needs now and, in the future.
- b. Expand and improve recruitment efforts to reach wide and diverse pools of potential applicants, particularly through partnerships with relevant institutions.
- c. Change application and selection methods and provide training to reduce unconscious or conscious negative biases and to improve fairness.
- d. Create new job descriptions to better meet needs.
- e. Revise job pay scales.
- f. Establish, expand, and use a range of mechanisms to rapidly hire public health staff, including direct hire mechanisms (term-limited and not), formal agreements or contracts with staffing agencies, as well as partnerships with community-based organizations, academic institutions including minority-serving institutions (e.g. HBCUs, HACUs, etc.), and other local, state, and national partners that may provide efficient and effective ways to supplement the public health workforce.
- g. Offer a range of hiring incentives to attract new talent, including hiring or other bonuses, student loan repayment, moving expenses, remote work, and telework.
- h. Work with and recruit from the Public Health AmeriCorps program, Preventive Medicine Residencies, and other programs that provide a pathway into public health as a career.
- i. Establish or expand internships, fellowships, apprenticeships, and related programs for entry-level staff and mid-level staff.
- j. Establish or strengthen programs that provide capacity for surges in public health staffing as needed, in response to emergencies or outbreaks.
- k. For jurisdictions with Native American Tribes, consider hiring a Tribal Liaison Director preferably from a Tribal community.
- l. Hire health education specialists, instructional designers, and other staff with training development skills to support the training needs of public health staff.

A1.2. Retain public health staff.

- a. Identify and use hiring mechanisms to effectively transition staff from one type of contract or mechanism to a new one, to maintain continuity of service.
- b. Offer a range of retention incentives, including bonuses, student loan repayment, benefits, moving expenses, remote work, and telework.
- c. Revise the terms or classification of existing jobs or job series to allow for increases in pay or benefits.
- d. Create or expand new promotional opportunities and leadership tracks.

- e. Establish or strengthen supportive services available to the workforce, to provide additional flexibility to help balance work-life responsibilities and maximize hybrid work opportunities.

A1.3. Support and sustain the public health workforce.

- a. Expand employee well-being programs to address burnout, work-life balance, and job satisfaction.
- b. Adopt new evidence-based workplace programs that support staff emotional and physical well-being.
- c. Review and strengthen workplace policies that support staff emotional, mental, and physical well-being.
- d. Strengthen employee engagement programs and methods.
- e. Expand employee involvement in professional networks and in relevant support groups.
- f. Strengthen and conduct staff viewpoint surveys and other ways to assess staff experiences and attitudes to better understand areas for improving workplace culture and practices.
- g. Share and use employee input in strategic planning and other workplace and workforce initiatives.
- h. Implement sabbatical programs that allow staff to reset and learn, while remaining in the workforce.

A1.4. Train new and existing public health staff.

- a. Conduct training needs assessments of existing and new staff to identify priority areas for training investments.
- b. Establish or expand contracts or partnership with training partners to add training offerings that meet CDC quality training standards across a wide range of needs.
- c. Revise and upgrade existing training programs to improve their quality or relevance.
- d. Establish or expand contracts or partnership with accreditation providers to offer continuing education credits to help staff maintain licensures and certifications.
- e. Create or enhance incentive programs for staff to seek and complete training or to mentor peers.
- f. Establish or revise training tracks or certificate programs to incentivize and guide staff who seek to build deeper skillsets in a particular area.
- g. Establish or expand leadership development programs for staff who demonstrate leadership potential or are in management positions.
- h. Support staff to enroll in trainings offered through academic or other institutions, including support for travel.
- i. Establish follow-up support programs that provide opportunities for continued learning after trainings, such as job-aids, coaching, and communities of practice.
- j. Strengthen training evaluation capacity.
- k. Promote learning opportunities through a variety of channels.

A1.5. Strengthen workforce planning, systems, processes, and policies.

- a. Create or revise a comprehensive workforce development strategy.

- b. Create workforce development boards and other new organizational structures and teams, to guide and implement a comprehensive workforce development strategy.
- c. Create or modify staff positions within the organization to focus on key crosscutting workforce issues, such as staff engagement; diversity, equity, inclusion, and accessibility; succession planning and career pathways; and workforce science and forecasting.
- d. Catalyze the collection and use of workforce data, to guide workforce planning, development, management, and forecasting.
- e. Upgrade human resource and other information systems and improve interoperability among systems.
- f. Refresh online recruitment and hiring portals to be more user friendly, useful, and modern.
- g. Purchase, maintain, and improve workforce training systems including annual subscription costs for using the TRAIN Learning Network.
- h. Strengthen policies related to hybrid work environments, telework, and related requirements to maximize flexibility to hire and retain talent.
- i. Identify opportunities to modify or amend internal policies that might hinder internal workforce development practices (e.g., improving recruitment and selection procedures, cross-training opportunities).
- j. Identify opportunities to educate policy makers about state, local, or territorial policies, to better meet workforce development needs of the recipient or the public health sector as a whole (e.g., addressing inflexible hiring, firing, and salary rules or rigid criteria for eligibility for promotion).
- k. Conduct quality improvement on existing systems or processes to identify areas ripe for change and track outcomes associated with changes made.
- l. Strengthen partnerships with relevant labor unions to discuss opportunities for collaboration and for improving workplace conditions.
- m. Establish or strengthen partnerships with human resource and other organizational systems experts to provide advice and support for strengthening.

A1.6. Strengthen support for implementation of this grant.

- a. No sample activities are provided for this Key Activity.

Strategy A2: Foundational capabilities

There are seven Key Activities included in Component A, Strategy 2. Below each of these Key Activities are sample activities for recipients to consider for their own agency. Recipients are encouraged to think creatively about the types of activities they would like to support with this funding and are not restricted to the sample activities included in this appendix. Statewide recipients should also consider this a sample list of activities to support in local health departments and tribes, to strengthen foundational capabilities and the ability to meet national accreditation standards at the local level.

A2.1. Strengthen accountability and performance management, including accreditation.

- a. Support all efforts required to apply for public health department accreditation or reaccreditation through the Public Health Accreditation Board (<http://www.phaboard.org>); this may include contracting or hiring for support to help with accreditation readiness efforts, support for accreditation fees, or relevant training or technical assistance.
- b. Support efforts required to address identified gaps or areas for improvement identified through the accreditation process and in accreditation reports, for those health departments that are accredited or in the process of seeking accreditation or reaccreditation.
- c. Establish and/or support statewide activities that advance the ability of local health departments to meet national accreditation standards, participate in the Pathways Recognition program, and seek or maintain accreditation, which can include the developing and delivering training and technical assistance, developing and implementing an accreditation learning community to share best practices, and fostering peer-to-peer support.
- d. Develop and maintain a performance management system, which may include procuring appropriate performance management software, to monitor achievement of organizational objectives.
- e. Develop processes to identify and use evidence-based and/or promising practices when implementing new or revised processes, programs and/or interventions at the organizational level.
- f. Procure external contract assistance and establish partnerships to improve or maintain an organization-wide culture of continuous quality improvement and the organizational use of quality improvement tools and methods.
- g. Develop and improve recruitment, retention, and succession planning of a qualified and diverse workforce; training based on workforce competencies; and performance evaluation and accountability of the workforce (see also Strategy A1 Workforce, which can also be used to support this work).
- h. Develop a workforce surge plan with actual processes, MOU's and/or contracts put in place with a staffing agency or agencies with the proven experience and track record for hiring and deploying qualified and expert staff for any public health all-hazards emergency within 45 days of the emergency declaration (e.g., The Hurricane Response Hub initiative) (see also Strategy A1 Workforce, which can also be used to support this work).
- i. Develop a workforce development plan that assesses workforce capacity and gaps using recognized staff competencies and includes strategies for action (see also Strategy A1 Workforce, which can also be used to support this work).

A2.2. Strengthen organizational competencies addressing information technology, human resources, financial management, contract, and procurement services.

- a. Upgrade human resource and other administrative information systems, which may include software and hardware, and improve interoperability.

- b. Develop standard policies and practices for the efficient and effective use of bona fide agents or an administrative partner.
<https://www.cdc.gov/publichealthgateway/grantsfunding/expediting.html>
- c. Upgrade and/or improve the financial management, contract, and procurement systems and services, including facilities and operations by updating or improving systems that maintain a high quality of budgeting, auditing, billing, and financial system and chart of expense and revenue accounts in compliance with federal, state, and local standards and policies.
- d. Improve all systems and processes to procure, maintain, and manage safe facilities and efficient operations. Including streamlining procurement processes when possible.
- e. Develop policies, practices and tools to improve the management of financial, information management, and human resources effectively.
- f. Advance information technology services, including privacy and security by maintaining and procuring the hardware and software needed to access electronic health information and to improve the department's operations and analysis of health data.
- g. Develop policies and practices that will improve financial systems that will allow department-wide use and accountability for innovative financing strategies, such as braiding and layering funds from multiple funding sources to focus on social determinants of health and other health equity initiatives.
- h. Develop policies and practices to include an equity lens in contracting, purchasing, and budgeting procedures; implementing processes to consider power in internal decision making; or integrating equity concepts in human resources policies.

A2.3. Enhance communications.

- a. Improve, develop, and implement strong communications capability and products
- b. Work with partners in developing culturally/linguistically relevant and responsive communication products and strategies.
- c. Develop and use health communication strategies to support prevention and well-being, including collaborating.
- d. Develop or enhance the department's ability to use social media platforms, which may include hiring a communications firm to establish/advance the department's social media presence.
- e. Procure, upgrade or maintain communication technologies needed to interact with community residents in a timely manner, as well as establish and maintain ability to transmit and receive communications to and from the public on a 24/7 basis.
- f. Provide information on public health issues and public health functions through multiple methods, languages, and media to a variety of audiences. This may include support for a public information officer role and/or media training for health department staff.

A2.4. Enhance or increase policy development and legal services and analysis.

- a. Develop and implement strong policy development and support capabilities.

- b. Invest in legal services and analysis to access and appropriately use legal services in planning, implementing, and enforcing public health initiatives, including relevant administrative rules and due process.
- c. Create, champion, and implement policies, plans, and laws that impact health.
- d. Promote compliance of affected individuals or organizations with public health laws including through communication, education, and training.
- e. Conduct assessment of existing public health policies and their impact on social and structural determinants of health, generating data to inform health equity decision-making.

A2.5. Strengthen community partnership development and engagement.

- a. Set up processes and systems to better collaborate with behavioral health partners and experts by funding behavioral health services in medically underserved communities as appropriate.
- b. Support efforts to create, convene, and sustain strategic, non-program specific relationships with key health-related organizations; community groups or organizations representing populations in U.S. communities that have been economically or socially marginalized, are located in rural geographic areas, are composed of people from racial and ethnic minority groups, are medically underserved, and are disproportionately affected by COVID-19 or other priority public health problems; private businesses and health care organizations; and relevant federal, tribal, state, and local government agencies and non-elected officials.
- c. Provide forums and opportunities for direct access, conversation, and engagement with communities and populations to identify and understand key health needs, gaps, and opportunities.
- d. Support leadership efforts to convene external partners to consensus, with movement to action, and to serve as the trusted public face of governmental public health in the department's jurisdiction.
- e. Participate in or lead a cross-sector collaborative process resulting in a comprehensive state/community health assessment (nationally recognized frameworks and tools such as Mobilizing for Action through Planning and Partnerships, County Health Rankings, and Healthy People, can be used to inform or conduct these assessments).
- f. Develop and implement cross-sector state/community health improvement plans based on comprehensive community health assessment; nationally recognized frameworks and tools should be used to develop these plans.
- g. Engage with the public health system and the community in identifying, prioritizing, and addressing key health needs through collaborative processes.
- h. Engage with partners in the health care system to assess and improve health service availability and access.
- i. Develop and implement multisector or system strategies to increase access to social services.

- j. Build relationships with educational programs that promote the development of future public health workers, including partnerships to create pathways into the public health workforce.
- k. Connect communities to services that support the whole person by providing robust linkages and navigation for community resources, which can include partnerships with healthcare in conducting social and structural determinants of health screening.
- l. Support and resource local health department's ability to strengthen and deliver environmental health services, which can include delivering technical assistance and training, and providing timely and locally relevant information on environmental public health threats.

A2.6. Improve equity and organizational competencies addressing leadership, governance, and strategic planning.

- a. Support all efforts to strategically coordinate health equity programming and practice at all levels, through a strategic vision and/or subject matter expertise which can lead and act as a resource to support such work across the department.
- b. Conduct a department-wide strategic planning process, which may include hiring a facilitator external to the department or organization.
- c. Support organizational improvement efforts, including reorganization processes or efforts to explore cross-jurisdictional sharing, which may be put in place to better align the agency processes, resources, and capabilities to meet today's public health needs.
- d. Develop policies that foster accountability and transparency within the organizational infrastructure to prioritize equity, ethical practice, decision-making, and governance.

A2.7. As appropriate, implement plans to transition from COVID-19 emergency response and other emergency response and preparedness projects.

- a. No sample activities are provided for this Key Activity.

Strategy A3: Data Modernization

There are six Key Activities included in Component A, Strategy 3. Below each of these Key Activities are sample activities for recipients to consider for their own agency. Recipients are encouraged to work closely with CDC on any activities they may want to implement that are not included in this appendix. Statewide recipients should also consider this a sample list of activities to support in local health departments and tribes, to strengthen data modernization efforts.

A3.1. Identify a data modernization director and supporting team.

- a. Identify enterprise-wide steering committee to guide assessment, planning and implementation of identified priority activities.
- b. Expand departmental policies, procedures, and practices to orient towards an agile procurement, planning and implementation approach for DMI implementation.
- c. Engage contractors with technology, assessment, planning, system design, and implementation expertise to support activities, if needed.

A3.2. Assess and report the current capacity, gaps, and opportunities to modernize the public health data infrastructure and workforce.

- a. Complete required assessment outlining current capacity, gaps and opportunities. CDC has an assessment tool available for use by jurisdictions.

A3.3. Create implementation plans

- a. Identify enterprise-wide vision and goals for data modernization. Reference the CDC-developed “north star” vision for public health data infrastructure.
- b. Define technical standards for tools and services needed to achieve data modernization vision.
- c. Incorporate services and resources available from CDC, other jurisdictions, public health partners, health care partners, and city/county/state governmental infrastructure.
- d. Plan towards iterative outcomes that first focus on addressing problems of highest public health value and lowest technical complexity.
- e. Utilize agile-focused methodologies to develop implementation plans that can be quickly implemented, are flexible and adaptable, and whose lessons learned can readily propagate and scale successes.

A3.4. Implement developed work plans to realize data infrastructure enhancements and improvements.

- a. Implement agile-focused work plans to address prioritized areas of focus. Domain areas of focus can include, but are not limited to, the following areas:
 - Data Exchange and Systems Interoperability
 - Data and IT Governance
 - Data Analytics, Visualization, and Dissemination
 - Data Standardization and Linkage
 - System Security and Data Protection
 - Process Automation
 - Achieving Efficiencies

A3.5. Accelerate implementation by proposing innovative modernization projects to enhance data quality, exchange, dissemination, and use.

- a. There are no sample activities provided for A3.5. Refer to A3.4. for areas that can be accelerated.

Appendix 2: Example Workforce Positions and Position Descriptions

This Public Health Infrastructure grant supports hiring workforce across a broad range of public health positions, across levels of workforce tenure and seniority, public health topic areas, and competencies. Staff funded with this grant may be with the Component A recipient or with governmental or non-governmental partners, as appropriate. This appendix includes examples of the workforce positions by job classification category/type and by program area category/program area that can be supported by this grant as well as example position descriptions for the required Workforce Director and suggested Data Modernization Director.

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Workforce Positions by Job Classification Category/Type

1. Agency Leadership and Management
 - a. Department/Bureau Director
 - b. Deputy Director
 - c. Public Health Agency Director
 - d. Program Director
 - e. Public Health Manager or Program Manager
 - f. Training Developer/Manager
2. Business and Financial Operations Staff
 - a. Attorney or Legal Counsel
 - b. Business Support - Accountant/Fiscal
 - c. Business Support services - Administrator
 - d. Business Support services - Coordinator
 - e. Workforce development staff
 - f. Grants or Contracts Specialist
 - g. Other Business Support Services
3. Office and Administrative Support Staff
 - a. Clerical Personnel – Administrative Assistant
 - b. Clerical Personnel - Secretary
 - c. Customer Service/Support Professional
 - d. Other Facilities or Operations Worker
 - e. Implementation Specialist
 - f. Medical/Vital Records Staff

- g. Custodian
- h. Health Officer
- i. Human Resources Personnel
- 4. Information Technology and Data Systems Staff
 - a. Information Systems Manager/Information Technology Specialist
 - b. IT Support Staff
 - c. Public Health Informatics Specialist
 - d. Informatics staff
- 5. Public Information and Public Policy Staff
 - a. Public Information Specialist
 - b. Policy Analyst
 - c. Communications specialist / Web Developer
- 6. Laboratory Workers
 - a. Laboratory Technician
 - b. Laboratory Quality Control Worker
 - c. Laboratory Scientist/Medical Technologist
 - d. Laboratory Aide or Assistant
- 7. Epidemiologists, Statisticians, Data Scientists, Other Data Analysts
 - a. Epidemiologist
 - b. Population Health Specialist
 - c. Statistician
 - d. Economist
 - e. Data or research analyst
 - f. Data scientist
 - g. Program Evaluator
 - h. Quality Improvement Worker
- 8. Behavioral Health and Social Services Staff
 - a. Behavioral Health Professional
 - b. Disease Intervention Specialist/Contact Tracer
 - c. Peer Counselor
 - d. Health Navigator
 - e. Social Worker/Social Services Professional
 - f. Disability claims/benefits examiner or adjudicator
- 9. Community Health Workers and Health Educators
 - a. Health Educator
 - b. Community Health Worker
- 10. Public Health Physician, Nurse, Other Health Care Providers
 - a. Medical Examiner
 - b. Nursing and Home Health Aide
 - c. Nutritionist or Dietitian
 - d. Other Oral Health Professional
 - e. Other Nurse - Clinical Services
 - f. Physician Assistant

- g. Public Health Dentist
 - h. Public Health/Preventive Medicine Physician
 - i. Registered Nurse - Public Health or Community Health Nurse
 - j. Registered Nurse - Unspecified
 - k. Pharmacist
 - l. Licensed practical or vocational nurse
 - m. Nurse Practitioner
 - n. Emergency Medical Technician/Advanced Emergency Medical Technician / Paramedic
 - o. Emergency Medical Services Worker
 - p. Other Health Professional/Clinical Support Staff
 - q. Physical/Occupational/Rehabilitation Therapist
 - r. Public Health Veterinarian
11. Preparedness Staff
- a. Emergency Preparedness/Management Worker
12. Environmental Health Workers
- a. Environmental Health Worker
 - b. Environmental Health Technician
 - c. Environmental Health Physicist
 - d. Environmental Epidemiologist
 - e. Environmental Health scientist
13. Animal Control and Compliance/Inspection Staff
- a. Licensure/Regulation/Enforcement Worker
 - b. Sanitarian or Inspector
 - c. Animal Control Worker
14. Other
- a. Engineer
 - b. Student, Professional or Scientific
 - c. Other (not categorized)

Workforce Positions by Program Area Category/Program Area:

- 1. All Hazards
 - a. Emergency Preparedness
- 2. Assessment
 - a. Community Health Assessment/Planning
 - b. Disability services, including disability determinations
 - c. Enforcement/Inspection/Licensing/Certification of Facilities
 - d. Epidemiology Surveillance
 - e. Informatics
 - f. Medical Examiner
 - g. Public Health Genetics
 - h. Public Health Laboratory

- i. Vital Records
- 3. Chronic Disease & Injury
 - a. Non-Communicable Disease/Chronic Disease
 - b. Health Promotion/Well-being
 - c. Injury/Violence Prevention
- 4. Communicable Disease
 - a. COVID-19 Response
 - b. Communicable Disease - HIV
 - c. Communicable Disease - Influenza
 - d. Communicable Disease - STD
 - e. Communicable Disease - Tuberculosis
 - f. Communicable Disease - Viral Hepatitis
 - g. Health Education
 - h. Other Communicable Disease
- 5. Environmental Health
 - a. Environmental Health
 - b. Animal Control
- 6. Maternal and Child Health
 - a. Children and Youth with Special Health Care Needs
 - b. Maternal and Child Health - Family Planning
 - c. Maternal and Child Health - WIC
- 7. Organizational Competencies
 - a. Administration/Administrative Support
 - b. Information Technology (IT) Services
 - c. Minority Health/Health Disparities
 - d. Policy and Legislation
 - e. Program Evaluation
 - f. Training/Workforce Development
- 8. Other
 - a. Global Health
 - b. Other Program Area (specify)
- 9. Other Health Care
 - a. Clinical Services (excluding TB, STD, family planning)
 - b. Emergency Medical Services
 - c. Immunizations - clinical
 - d. Immunizations - non-clinical
 - e. Mental Health
 - f. Oral Health/Clinical Dental Services
 - g. School Health
 - h. Substance Abuse, including tobacco control programs

Example Position Descriptions

To ensure adequate oversight, management, and efficient and effective implementation of the Public Health Infrastructure grant, recipients are expected to support or hire critical positions to manage the work under this grant. Below are example key position descriptions (PD) for two of the key positions mentioned in Component A, Strategy A1: Workforce.

1) Example Workforce Director PD

Organizational Structure
<p>Summarize the functions of the position's division/unit and how this position fits into the agency structure.</p> <p>The Workforce Director is an executive/senior leadership position in the public health agency responsible for enhancing/supporting the health of the organization's culture and the well-being of its people by designing, leading, and implementing/facilitating strategies that close the gaps between the agency's people/culture expectations and its reality. It is not a re-branded HR Director role rooted in HR policy, practice, and expertise.</p> <p>The Workforce Director and HR Director are close partners in the implementation of agency culture and people strategies, ensuring that HR is a key driver of culture and well-being in the agency.</p> <p>The Workforce Director supports leadership through partnership, consultation, coaching, and mentoring as requested.</p> <p>The Workforce Director reports to the highest-level Health Officer and/or Senior Deputy in the Public Health Agency.</p>
Position Objective
<p>Describe the position's main purpose, include what the position is required to accomplish and major outcomes produced. Summarize the scope of impact, responsibilities, and how the position supports/contributes to the mission of the organization.</p> <p>The Workforce Director is the Public Health Agency's culture and workforce strategist. Their work is directional and strategic in nature, impacting all areas of agency and its employees. The Workforce Director's mission is to attend to cultural health and workforce well-being. By this we mean the Workforce Director actively helps the Public Health Agency:</p> <ul style="list-style-type: none"> • Clarify who we are and who we need to become as an organization and workforce. • Identify the gaps between who we say we are (or need to become) and who we actually are. • Design, lead, and implement/facilitate strategies to close those gaps. <p>The Workforce Director pursues their mission through a particular way of working:</p> <ul style="list-style-type: none"> • Applies what they learn from others to understand their impact and adjust their efforts. • Designs people/workforce strategies with the people impacted most (i.e., design thinking/design justice principles and methods), adding their own expertise, research, and data to the design conversation. (This design work is focused on, but not limited to, culture and people strategies that improve the health of the Public Health Agency's culture and the well-being of its people.) • Helps the Public Health Agency clarify and care for its vision, mission, and values. • Embeds the Public Health Agency's vision, mission, and values, especially equity, innovation and engagement, in all their work. <p>Through trusted relationships, partnerships, and careful listening (to people and to data), the Workforce Director designs and leads/facilitates culture strategies that help the organization live into its core values. Responsibilities may include helping set strategic direction (culture, policy and/or business direction) through consultation or facilitation as requested. The Workforce Director is responsible for understanding the health of the organization and the well-being its people using qualitative and quantitative data.</p> <p>Major outcomes include identification of culture/people gaps and opportunities; culture/workforce strategy design that closes those gaps; culture/workforce strategic planning; improved culture alignment with core values; and clear</p>

organizational vision, mission, and values.

The Workforce Director helps to:

1. Acquire quality, actionable workforce data on employee health, equity, diversity, and inclusion.
2. Make that data visible and useful for decision-making throughout the organization.
3. Develop and implement HR business strategies (e.g., talent acquisition, leader development, learning and growth, employee well-being) that foster healthy culture and employee well-being.
4. Use workforce analytics to help others see and address culture and people gaps in their areas of responsibility, including developing a sustainable model to scale staffing based on changing needs.

The Workforce Director is an expert resource to the organization in executive coaching and development, executive team meeting design/facilitation, and organizational design. This work may include providing expert advice and consultation to others to help them address culture, people, and business challenges in their areas of responsibility.

Assigned Work Activities (Duties and Tasks)

Describe the duties and tasks and underline the essential functions. Functions listed in this section are primary duties and are fundamental to why the position exists.

This position reports to the highest-level Health Officer and/or Senior Deputy in the Public Health Agency and has responsibility to be the agency's culture and people strategist, and to infuse *how* they work with the core values of equity, innovation, and engagement.

Responsibilities include:

1. Support the Public Health Agency in vision and strategy development in the areas of responsibility. Help them succeed in their role through idea development, organizational consultation, facilitation, and leading innovation as requested.
2. Support teams (and individual members) with vision and strategy development in their areas of responsibility. Help them succeed through idea development, facilitation, consultation, coaching and mentoring as requested.
3. Support the HR Director with vision and strategy development in their area of responsibility. Help establish HR as a driver of culture/people health and well-being through strategy development and implementation, consultation, coaching and mentoring.
4. Actively develop agency culture strategies that:
 - Increase alignment between our culture and core values.
 - Enhance the health of Public Health Agency businesses and customer/community relationships.
5. Actively develop agency people strategies that:
 - Increase the health and well-being of Public Health Agency employees, helping them thrive and take that goodness to their teams, families, neighbors, and communities.
 - Generate a clear, measurable ROI for the Employee Experience Program.
 - Assess skills and gaps, especially related to data science due to quick evolution, and develop continuous learning plans for staff.
6. Lead the development of workforce analytics to:
 - Make visible culture and employee health at the Public Health Agency.
 - Enhance development and effectiveness of Public Health Agency people strategies
 - Support better decision-making on people matters across the entire organization.
 - Ensure a model exists to maintain the Public Health Agency's workforce in a scalable, sustainable manner.
7. Develop and launch an employee experience program and ensure commitment to three principles:
 - Elevate employee experience with focus on equity.
 - Implement the outward mindset pattern (i.e., operationalizing see others, adjust efforts, and measure impact in the way we work every day) through personal customer engagement, product innovation, and customer/team satisfaction data.

- Embrace design thinking (i.e., seeing others through human-centered design) to help us toward equity, innovation, and engagement.
8. Provide organizational consultation, coaching, mentoring and executive facilitation as needed in the organization.

Accountability – Scope of Control and Influence

Provide examples of the resources and/or policies that are controlled and influenced.

- The position establishes agency-level strategies and policies and directly influences agency direction and culture.
Examples:
 - Proposal, design, and facilitation of the agency’s vision, mission, and values refresh
 - Proposal, design, and facilitation of the agency’s transformational strategic planning effort, extending vision, mission and values refresh into transformational action.
 - Proposal, design, and start-up of an employee experience program as a key people strategy at the Public Health Agency.
- The position has a high degree of influence on external and internal agency policies.
- This position manages a substantial program (e.g., Employee Experience Program start-up) that impacts every Public Health Agency division, program, and customer.
- This position is responsible for resource allocation and hiring decision in the Employee Experience Program and, currently, the Office of People Services as well as identifying opportunities beyond direct hiring to meet jurisdiction’s needs, including potential partnerships with academia and using data and planning to inform potential sustainable solutions.
- The position influences statewide policy/practice in areas of workforce and culture and will work with counterparts in other jurisdictions to identify and share best practices and policies.

Describe the scope of accountability.

This position has broad responsibility for executive leadership related to culture and workforce. The strategies and implementation for which this role is responsible influence the Public Health Agency’s direction and directly impact Agency culture, workforce health/effectiveness. Consequently, the position impacts the Public Health Agency’s ability to perform program work and support public health in their jurisdictions.

Describe the potential impact of error or consequence of error (impacts unit, division, agency, state).

- Failure to develop and lead effective culture strategies impair the entire agency’s organizational health and effectiveness, as well as partner relationships and customer satisfaction across the state.
- Failure to develop and lead effective workforce strategies impair the health, effectiveness and sustainability of our workforce negatively impacting the Public Health Agency’s ability to achieve its vision and mission for all members of its jurisdiction
- Failure to provide effective executive support, consultation and partnership impacts the effectiveness of agency direction and division-level businesses across the organization.

Financial Dimensions

Describe the type and annual amount of all monies that the position directly controls. Identify other revenue sources managed by the position and what type of influence/impact it has over those sources.

Operating budget controlled.

- \$TBD million

Other financial influences/impacts.

- This position may manage/oversee contracts for training, coaching and consultation of approximately \$TBD million.

Supervisory Responsibilities

Supervisory Position: Yes No

If **yes**, list total full-time equivalents (FTE's) managed and highest position title.

Total FTEs: TBD

Decision Making and Policy Impact

Explain the position's policy impact (applying, developing, or determining how the agency will implement).

- The position's decision-making responsibilities includes development and implementation of agency wide policies and strategies related to the Public Health Agency's workforce, culture, and employee well-being.
- This position will assist in developing strategies, goals, and objectives to meet the operational needs of various programs throughout the agency, especially in support of the HR Director.

Is the position responsible for making significant recommendations due to expertise or knowledge? If yes, provide examples of the types of recommendations made and to whom.

The position continually assesses the state of the Public Health Agency's culture and workforce, and designs, selects, implements and/or recommends agency-level strategies and policies.

The position also is a key consultant on culture and workforce issues, especially agency vision, mission, values, and culture/workforce health matters.

Explain the major decision-making responsibilities this position has full authority to make.

- The position is responsible to identify, create and implement solutions to agency culture and workforce challenges. While the position has full authority to make independent decisions in these areas, one executive function of the role is to generate/facilitate shared decision-making and commitment on these agency-wide strategies. Despite their full authority in these areas, the position is expected to inspire shared purpose and mutual executive commitment through intentional co-creation of strategies and facilitation of shared decision-making. This position also has the responsibility for forecasting staffing based on program needs and funding availability as well as look strategically across all sources of funding in the jurisdiction to use that funding to support the jurisdictions workforce development plan.

Describe whether decisions are of a tactical or strategic nature and how decisions are made. For example, is there known precedent, is it somewhat unfamiliar, or unknown and unexplored?

- Decisions made by this position are primarily directional and strategic regarding agency culture and workforce well-being but encompass tactical decision making for implementation.
- Frequent decisions will be made without known precedent and innovation into unknown and unexplored areas is expected.
- Because decisions and strategies of this role impact the entire agency and are often without precedent, the position works intentionally to inspire shared-purpose and mutual executive commitment through co-creation of strategies and facilitation of shared decision-making.
- For many decisions there will be co-decision-making

What are the risks or consequences of the recommendations or decisions?

- Typically, the breadth and impact of strategy and decisions carry significant consequences to agency culture, employee satisfaction and budget.

Qualifications – Knowledge, Skills, and Abilities

List the education, experience, licenses, certifications, and competencies.

Required Education, Experience, and Competencies.

- Master's Degree or higher in Public Health, Organizational Development, or a closely allied field.
 - **Qualifying experience in executive leadership or senior organizational development roles may be substituted for the educational requirements at a rate of one year of experience for one year of education.**

- Five (5) or more years of direct organizational leadership experience to include development and implementation of culture and workforce strategies with those teams.
- Demonstrated experience in organizational development and strategic planning to support HR management.
- Extensive written and oral communication skills coupled with demonstrated experience communicating complex and unusual topics or issues both verbally and in writing to diverse audiences.
- Demonstrated professional-level experience in the following subject areas:
 - Organizational Development, with particular attention to culture and workforce
 - Strategic Planning
 - Executive-level facilitation, coaching and decision-making
 - Workforce Development
- Demonstrated leadership competencies in the following areas:
 - Self-awareness, self-management and continual growth and learning.
 - Decision making – ability to identify issues, develop analyses of alternative positions and impacts; makes data driven, defensible recommendations; takes calculated risks based on logical rational decision-making processes; makes timely/responsive decisions; assumes responsibility for decisions made; and involves others appropriately in decision making processes.
 - Utilize quality improvement tools and processes in accomplishing work activities and in support of the agency’s mission and goals; this includes seeking opportunities to participate in process improvement activities and seeking out efficiencies in how work is accomplished.
 - Interpersonal awareness and the ability to be inclusive.
 - Organizational and political awareness.
 - Ability to integrate performance leadership into strategic development, provide coaching and mentoring for improved success, and display characteristics of interpersonal influence.
 - Ability to inspire
 - Ability to effectively communicate with diverse audiences.
 - Ethics and integrity.
- Cultural, ethnic, and gender sensitivity and competency.

Preferred/Desired Education, Experience, and Competencies.

- Understanding and practice in the principles and tools of the Outward Mindset.
- Proficiency in the development and implementation of workforce development strategies such as recruitment and hiring; onboarding; learning and growth; leader development; and engagement and retention.
- Proficiency in co-creating organizational strategies and building shared commitments with executive-level leaders.
- Certification(s) in coaching, facilitation, leadership development, change management or other related certifications in support of culture and employee health.

Excellent communication skills with the ability to:

- Interact effectively with others across a broad spectrum of managerial, administrative, and professional staff, especially executive level leaders.
- Write clearly and effectively for a variety of audiences.

Special Requirements/Conditions of Employment

List special requirements or conditions of employment beyond the qualifications above.

Working Conditions

Work Setting, including hazards:	Mobile work/telework. This position works at a personal computer up to 90% of the workday in a home or open office environment with noise, distractions, and interruptions. Required to be self-directed and manage multiple and often times competing priorities. The incumbent must maintain a high level of confidentiality.
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Schedule (i.e., hours and days):	8:00 a.m. - 5:00 p.m. Monday through Friday
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	The position is full-time with a regular working schedule of 40 hours per week. The incumbent may be required to work occasional evenings and weekends.
Travel Requirements:	Occasional travel required for meeting with stakeholders, vendors, or offsite personnel/management. Minimal out-of-state travel is required.
Tools and Equipment:	Computer databases, word processing applications, electronic mail applications, telephone, and multifunction devices. Operate state-owned vehicles in accordance with Washington State laws and agency policies.
Customer Relations:	Position communicates with internal and external customers in a professional manner, maintaining a good attitude in a dynamic environment. The incumbent will establish rapport and credibility internally with Executives, Senior Leadership, and Business Program Managers.
Other:	The position must have the ability to participate in executive / management sessions, presentations, and meetings.
Acknowledgement of Position Description	
The signatures below indicate that the job duties as defined above are an accurate reflection of the work performed by this position.	
Date:	Supervisor's Signature (required):
Date:	Appointing Authority's Name and Title: Signature (required):
As the incumbent in this position, I have received a copy of this position description.	
Date:	Employee's Signature:

2) Example Data Modernization Director PD

Organizational Structure
Summarize the functions of the position's division/unit and how this position fits into the agency structure.
<p>The Data Modernization Director is an executive/senior leadership position in the Public Health Agency responsible for managing the integration and continued development of the Agency's public health informatics functions as well as leading and coordinating data modernization efforts to ensure timely, complete, and interoperable surveillance data are readily available for public health action.</p> <p>The Data Modernization Director is responsible for program development and operations and the supervision of identified staff members.</p> <p>The Data Modernization Director reports to the highest-level Health Officer and/or Senior Deputy in the Public Health Agency.</p>

Position Objective

Describe the position's main purpose, include what the position is required to accomplish and major outcomes produced. Summarize the scope of impact, responsibilities, and how the position supports/contributes to the mission of the organization.

The Data Modernization Director aims to optimize data integration, data governance, interoperability, and visualization, supports the strategic leadership and direction for the design and implementation of an informatics/data analytics plan, and assures a comprehensive public health informatics workforce. The Data Modernization Director's mission is assuring the use of public health informatics supports population health assessments and improvements, including the use of data/information to monitor strategic objectives. Director ensures that modernization efforts 1) improve timeliness and quality of data, 2) better coordinate data activities and systems, 3) reduce data burden, and 4) integrate emerging technologies.

The Data Modernization Director pursues their mission through a particular way of working:

- Conducts ongoing assessment of their jurisdiction's public health informatics environment and examines data needs within and across programs to identify areas of integration and means of improving efficiencies
- Guides the creation and maintenance of public health data and information
- Investigates available information technologies and shared services and makes recommendations regarding adoption
- Identifies data gaps and makes recommendations to address the identified gaps
- Embeds the Public Health Agency's vision, mission, and values, especially equity, innovation and engagement, in all their work

Through trusted relationships, partnerships, and careful listening (to people and to data), the Data Modernization Director designs and leads/facilitates data modernization and informatics strategies that help the organization maintain readiness for public health action. Responsibilities may include supervising data modernization and informatics staff and conducting performance management for direct reports, providing strategic leadership to ensure comprehensive data modernization and informatics capacity within their jurisdiction, and overseeing and ensuring effective and efficient use of existing or evolving data sets and information systems.

Major outcomes include: strategic direction of an informatics/data analytics plan, increased data modernization and informatics capacity, an adaptable environment that examines data needs and identifies areas for integration and improved efficiency, increased collaboration across work units and effective data workflows resulting in strengthened readiness for public health action as necessary.

The Data Modernization Director helps to:

1. Acquire quality, actionable public health data
2. Make that data visible and useful for decision-making throughout the jurisdiction
3. Develop and implement data modernization and informatics strategies that increase the effectiveness and efficiency of the Public Health Agency
4. Use analytics to help others understand and address gaps in data or data management processes, including implementing updated practices based on changing needs

The Data Modernization Director is an expert resource to the organization in data strategies and exchange and supports and promotes collaborative relationships to advance common data strategies and interoperability solutions.

Assigned Work Activities (Duties and Tasks)

Describe the duties and tasks and underline the essential functions. Functions listed in this section are primary duties and are fundamental to why the position exists.

This position reports to the highest-level Health Officer and/or Senior Deputy in the Public Health Agency and has responsibility to be the agency's data modernization and informatics strategist.

Responsibilities include:

1. Systems and Organizational Improvement/Project Management
 - Manage plans, operations, and improvements related to data.
 - Develop, implement, and monitor systems, procedures, and training materials to assemble and structure the electronic data.
 - Assess information technologies and strategies for their potential benefit to the agency and make recommendations regarding implementation
 - Recommend changes to scope, goals, and plans in response to unforeseen changes or unexpected results.
 - Develop and oversee data management and use agreements.
 - Coordinate with Public Health Agency information technology office to support on requirements definition, solution identification, acquisition, change management and implementation
2. Informatics Capacity Building
 - Mentor and build informatics capacity among research analysts, operations analysts, informaticians, and epidemiologists to build expertise in the development, maintenance, and management of public health information and data systems.
 - Document, analyze, evaluate, and share findings on existing system processes with program staff.
 - Assess data science capacity across the workforce at the Public Health Agency. Identify areas of data science strengths and opportunities for growth needed to develop an effective informatics function and workforce
 - Recommend operating policies to integrate processes and to enhance interoperability between data systems, as dictated by resources required, available funds, and cost-benefit considerations.
 - Provide troubleshooting and technical support skills to colleagues and consult with public health leadership groups as necessary.
 - Advise policy makers regarding optimal design and evaluation of systems to meet requirements for “meaningful use” of health information.
3. Performance Management
 - Supervise data analytics/visualization staff
 - Conduct performance management for direct report(s)
 - Establish and review work assignments, deadlines, and priorities
4. Strategic Public Health Informatics Leadership
 - Provide strategic leadership to ensure comprehensive Public Health Informatics capacity for the Public Health Agency.
 - Chair the Informatics Workgroup to identify any additional internal and external stakeholders and understand data needs
 - Recommend new or updated policies and practices relating to data science, standards, and new/emerging technologies
 - Serve on the Public Health Agency data and information systems governance body
 - May serve as the liaison on agency-wide PH Informatics matters
5. Public Health Informatics and Data Analytics
 - Oversee and provide assistance to informaticians across jurisdictions to ensure effective and efficient use of existing and/or evolving internal or external data sets

- Oversee messaging processes that ensures efficient receipt, storage, quality assurance, and routing of electronic messages to appropriate data systems
- Oversee agency-wide geographic information systems (GIS) initiatives that provides for geocoded Meta datasets and shape files that enhance data analysis and visualization
- Recommend enhancements to existing information systems to better collect or utilize public health data
- Work with local and/or state Health Districts to assure the development of action-oriented dashboards and other visualizations to report on public and population health outcomes and agency performance metrics.

6. Other Duties

- May be required to perform other duties; may include functions in support of emergency declaration

Accountability – Scope of Control and Influence

Provide examples of the resources and/or policies that are controlled and influenced.

- The position establishes agency-level strategies and policies and directly influences agency data modernization and informatics practices. Examples:
 - Proposal, design, and facilitation of the agency’s data modernization efforts
 - Proposal, design, and facilitation of the agency’s informatics strategies
- The position influences statewide policy/practice in areas of data modernization and informatics and will work with counterparts in other jurisdictions to identify and share best practices and policies.

Describe the scope of accountability.

This position has broad responsibility for data modernization and informatics for the Public Health Agency. The strategies and implementation for which this role is responsible influence the Public Health Agency’s direction and directly impact Agency’s effectiveness. Consequently, the position impacts the Public Health Agency’s ability to perform program work and support Public Health in their jurisdictions.

Describe the potential impact of error or consequence of error (impacts unit, division, agency, state).

- Failure to develop and lead effective data modernization and informatics strategies impair the health, effectiveness and sustainability of our workforce negatively impacting the Public Health Agency’s ability to achieve its vision and mission for all members of its jurisdiction.
- Failure to develop and lead effective data modernization and informatics impairs the entire agency’s readiness and effectiveness, as well as partner relationships and customer satisfaction across the state.

Financial Dimensions

Describe the type and annual amount of all monies that the position directly controls. Identify other revenue sources managed by the position and what type of influence/impact it has over those sources.

Operating budget controlled.

- \$TBD million

Other financial influences/impacts.

- This position may manage/oversee contracts for projects related to data modernization up to \$TBD million.

Supervisory Responsibilities

Supervisory Position: Yes No

If yes, list total full-time equivalents (FTE’s) managed and highest position title.

Total FTEs: TBD
Decision Making and Policy Impact
<p>Explain the position’s policy impact (applying, developing, or determining how the agency will implement).</p> <ul style="list-style-type: none"> • The position’s decision-making responsibilities includes development and implementation of agency wide policies and strategies related to the Public Health Agency’s data modernization and informatics efforts. • This position will assist in developing strategies, goals, and objectives to meet the evolving data modernization and informatics needs of various programs throughout the agency.
<p>Is the position responsible for making significant recommendations due to expertise or knowledge? If yes, provide examples of the types of recommendations made and to whom.</p> <p>The position continually assesses the state of the Public Health Agency’s data modernization and informatics capacity, and selects, implements and/or recommends agency-level strategies and policies as needed.</p>
<p>Explain the major decision-making responsibilities this position has full authority to make.</p> <p>The position is responsible to identify, create and implement solutions to agency data modernization and informatics challenges. While the position has full authority to make independent decisions in these areas, one executive function of the role is to generate/facilitate shared decision-making and commitment on these agency-wide strategies. Despite their full authority in these areas, the position is expected to inspire shared purpose and mutual executive commitment through intentional co-creation of strategies and facilitation of shared decision-making.</p>
<p>Describe whether decisions are of a tactical or strategic nature and how decisions are made. For example, is there known precedent, is it somewhat unfamiliar, or unknown and unexplored?</p> <ul style="list-style-type: none"> • Decisions made by this position are primarily directional and strategic regarding agency data modernization and informatics but encompass tactical decision making for implementation. • Frequent decisions will be made without known precedent and innovation into unknown and unexplored areas is expected. • Because decisions and strategies of this role impact the entire agency and are often without precedent, the position works intentionally to inspire shared-purpose and mutual executive commitment through co-creation of strategies and facilitation of shared decision-making. • For many decisions there will be co-decision-making
<p>What are the risks or consequences of the recommendations or decisions?</p> <ul style="list-style-type: none"> • Typically, the breadth and impact of strategy and decisions carry significant consequences to agency readiness and effectiveness.
<p>Qualifications – Knowledge, Skills, and Abilities</p> <p>List the education, experience, licenses, certifications, and competencies.</p>
<p>Required Education, Experience, and Competencies.</p> <ul style="list-style-type: none"> • Master’s Degree or higher in Public Health, Data, Informatics, or a closely allied field. <ul style="list-style-type: none"> ○ Qualifying experience in executive leadership or senior organizational development roles may be substituted for the educational requirements at a rate of one year of experience for one year of education. • Five (5) or more years of direct organizational leadership experience to include development and implementation of data modernization and informatics strategies with those teams. • Demonstrated professional-level experience in the following subject areas: <ul style="list-style-type: none"> ○ Optimizing data integration, data governance, interoperability, and visualization. ○ Operational research methods and practices, with particular attention to advanced statistical methods applied to organizational analysis ○ Database management, interactive data system principles and design options, and data warehouse development and use ○ Qualitative and quantitative techniques for analyzing the effectiveness, efficiency, and productivity of organizations and programs

- Strategic Planning
- Theories and principles of organizational systems and methods of application to public health agency operations
- Demonstrated leadership competencies in the following areas:
 - Self-awareness, self-management and continual growth and learning.
 - Decision making – ability to identify issues, develop analyses of alternative positions and impacts; makes data driven, defensible recommendations; takes calculated risks based on logical rational decision-making processes; makes timely/responsive decisions; assumes responsibility for decisions made; and involves others appropriately in decision making processes.
 - Utilize quality improvement tools and processes in accomplishing work activities and in support of the agency's mission and goals; this includes seeking opportunities to participate in process improvement activities and seeking out efficiencies in how work is accomplished.
 - Interpersonal awareness and the ability to be inclusive.
 - Organizational and political awareness.
 - Ability to integrate performance leadership into strategic development, provide coaching and mentoring for improved success, and display characteristics of interpersonal influence.
 - Ability to inspire
 - Ability to effectively communicate with diverse audiences
 - Ethics and integrity.
- Cultural, ethnic, and gender sensitivity and competency.

Preferred/Desired Education, Experience, and Competencies.

- Understanding and practice of system management, including monitoring systems and taking actions to improve or correct performance to optimize agency effectiveness and readiness
- Proficiency in the organizational systems and their application to public health agencies, including cost estimating and time/resource allocation
- Knowledge of or proficiency in software applications and OS platforms, including analytic and programmatic applications, Windows Desktop Server, Sybase mapping and messaging applications, file transfer protocol, and VPN
- Experience with public health data formatting, coding standards, optimizing data integration, data governance, interoperability, and visualization.

Excellent communication skills with the ability to:

- Interact effectively with others across a broad spectrum of managerial, administrative, and professional staff, especially executive level leaders.
- Write clearly and effectively for a variety of audiences.

Special Requirements/Conditions of Employment
List special requirements or conditions of employment beyond the qualifications above.

Working Conditions

Work Setting, including hazards:	Mobile work/telework. This position works at a personal computer up to 90% of the workday in a home or open office environment with noise, distractions, and interruptions. Required to be self-directed and manage multiple and often times competing priorities. The incumbent must maintain a high level of confidentiality.
Schedule (i.e., hours and days):	8:00 a.m. - 5:00 p.m. Monday through Friday The position is full-time with a regular working schedule of 40 hours per week. The incumbent may be required to work occasional evenings and weekends.

Travel Requirements:	Occasional travel required for meeting with stakeholders, vendors, or offsite personnel/management. Minimal out-of-state travel is required.
Tools and Equipment:	Computer databases, word processing applications, electronic mail applications, telephone, and multifunction devices.
Customer Relations:	Position communicates with internal and external customers in a professional manner, maintaining a good attitude in a dynamic environment. The incumbent will establish rapport and credibility internally with Executives, Senior Leadership, and Business Program Managers.
Other:	The position must have the ability to participate in executive / management sessions, presentations, and meetings.
Acknowledgement of Position Description	
The signatures below indicate that the job duties as defined above are an accurate reflection of the work performed by this position.	
Date:	Supervisor's Signature (required):
Date:	Appointing Authority's Name and Title: Signature (required):
As the incumbent in this position, I have received a copy of this position description.	
Date:	Employee's Signature:

Position Description and Work Plan

Activity Title: Workforce A1.1 – Recruit and Hire New Public Health Staff				
Activity Focus (select one): Expand and improve recruitment efforts to reach wide and diverse pools of potential applicants, particularly through partnerships with relevant institutions.				
Other Activity Focus (if applicable):				
Milestone Description	Party Responsible	Key Contracts, Subawards and Collaborations	Due Date	Measures of Success
Public Health Program manager to oversee diverse public health program at the local level	Carson City Health and Human Services		June 2023	Hiring of Public Health Program Manager
Public Health Informatician to support information systems	Carson City Health and Human Services		June 2023	Hiring of Public Health Informatician
Expand internships with higher learning institutions	Carson City Health and Human Services		June 2023, yearly after that	# of interns
Activity Title: A1.4 Train new and existing public health staff.				
Activity Focus (select one): Establish or expand leadership development programs for staff who demonstrate leadership potential or are in management positions.				
Milestone Description	Party Responsible	Key Contracts, Subawards and Collaborations	Due Date	Measures of Success
NACo High Performance Leadership Academy	Carson City Health and Human Services		June 2023, yearly after that	# of staff who attended NACo High Performance leadership Academy
Promote learning opportunities through a variety of channels	Carson City Health and Human Services	State, CDC TRAIN, Larson Institute (Nevada Public Health Training Center), NACCHO	June 2023, yearly after that	# of staff who attended NACCHO conference or other learning opportunity

Position Description and Work Plan

Activity Title: A2.1 Foundational Capabilities – Strengthen accountability and performance management, including accreditation.				
Activity Focus (select one): Support efforts needed to apply for reaccreditation				
Milestone Description	Party Responsible	Key Contracts, Subawards and Collaborations	Due Date	Measures of Success
Maintain PHAB membership and meet all Standards and Measures	Carson City Health and Human Services		June annually	Annual reports with no comments Successful reaccreditation

BUDGET NARRATIVE

11/01/22 - 10/31/23

Total Personnel Costs including fringe **Total:** **\$150,684**

List staff, positions, percent of time to be spent on the project, rate of pay, fringe rate, and total cost to this grant.

	<u>Annual Salary</u>	<u>Fringe Rate</u>	<u>% of Time</u>	<u>Months</u>	<u>Percent of Months worked Annual</u>	<u>Amount Requested</u>
Public Health Program Manager (TBD)	\$87,409.92	53.900%	100.000%	12	100.00%	\$134,524

Under general direction, plans, organizes, coordinates, supervises, reviews and evaluates the activities of the program in regard to public health issues; develops and maintains tracking systems for the program, including data collection, analysis and financial

	<u>Annual Salary</u>	<u>Fringe Rate</u>	<u>% of Time</u>	<u>Months</u>	<u>Percent of Months worked Annual</u>	<u>Amount Requested</u>
Public Health Informatic Specialist	\$70,000.00	53.900%	15.000%	12	100.00%	\$16,160

Will support, at the entry level, configuration, operation, development, maintenance, and enhancement of data systems and informatics capabilities to address the needs of Carson City Health and Human Services.

*Insert details to describe position duties as it relates to the funding (specific program objectives)

*Insert new row for each position funded or delete this row.

Total Fringe Cost	\$52,773	Total Salary Cost:	\$97,910
Total Budgeted FTE	1.15000		

Travel **Total:** **\$2,230**

Identify staff who will travel, the purpose, frequency and projected costs. Utilize GSA rates for per diem and lodging (go to www.gsa.gov) and State rates for mileage (0.625 cents) as a guide unless the organization's policies specify lower rates for

Out-of-State Travel

\$2,115

NACCHO 360: Atlanta, GA

	<u>Cost</u>	<u># of Trips</u>	<u># of days</u>	<u># of Staff</u>	
Airfare: 700 x 1 of trips x 1 of staff	\$700	1		1	\$700
Baggage fee: \$ 60 x 1 of trips x 1 of staff	\$60	1		1	\$60
Per Diem: \$74 x 1of trips x 5 days x 1 staff	\$74	1	5	1	\$370
Lodging: \$ 163 x 1 of trips x 5of nights x 1 of staff	\$163	1	5	1	\$815
Ground Transportation: \$ 50 per r/trip x 2 of trips x 1 of staff	\$50	2	1	1	\$100
Mileage: (rate per mile x # of miles per r/trip) x # of trips x # of staff	\$0.000	0		0	\$0
Parking: \$14 per day x 1 of trips x 5 of days x 1 of staff	\$14	1	5	1	\$70

Justification:

In-State Travel

\$115

Origin & Destination

	<u>Cost</u>	<u># of Trips</u>	<u># of days</u>	<u># of Staff</u>	
Airfare: cost per trip (origin & designation) x # of trips x # of staff	\$0	0		0	\$0
Baggage fee: \$ amount per person x # of trips x # of staff	\$0	0		0	\$0
Per Diem: \$ per day per GSA rate for area x # of trips x # of staff	\$0	0	0	0	\$0
Lodging: \$ per day + \$ tax = total \$ x # of trips x # of nights x # of staff	\$0	0	0	0	\$0
Motor Pool:(\$ car/day + ## miles/day x \$ rate per mile) x # trips x # days	\$0.00	0	0		\$0
Mileage: (.625 x 184 of miles per r/trip) x 1 of staff	\$0.625	184		1	\$115

Parking: \$ per day x # of trips x # of days
 x # of staff \$0 0 0 0 \$0

Justification:

Operating **Total: \$600**

List tangible and expendable personal property, such as office supplies, program supplies, etc. Unit cost for general items

Office supplies \$ 50 amount x 1 of FTE
 staff x 12 of mo. \$600.00

Rent: \$ per/mo. x 12 months x # of FTE \$0.00

Communications \$0.00

Justification: General offices supplies, such as pens, paper, folders, etc.

Equipment **Total: \$0**

List Equipment purchase or lease costing \$5,000 or more, and justify these expenditures. Also list any computers or

Describe equipment \$0.00

Contractual **\$2,650**

Identify project workers who are not regular employees of the organization. Include costs of labor, travel, per diem, or

Name of Contractor, Subrecipient: Public Health Intern **Total \$2,650**

Method of Selection: explain, i.e. sole source or competitive bid

Period of Performance: November 1, 2022 to October 31, 2023

Scope of Work: Public Health Intern

* Sole Source Justification: Define if sole source method, not needed for competitive bid

Budget

Personnel \$2,650.00

Travel \$0.00

Total Budget \$2,650.00

Method of Accountability:

Training **Total: \$2,620**

List all cost associated with Training, including justification of expenditures.

NACCHO 360 Conference

\$625.00

NACo High Performance Leadership Academy-is an innovative, completely online 12-week program created to equip frontline county government professionals with practical leadership skills to deliver results for counties and communities.

Course will be offered to Division Managers. \$1,695.00

Public Health Education Materials \$300.00

Other **Total: \$0**

Identify and justify these expenditures, which can include virtually any relevant expenditure associated with the project,

Printing Services: \$ amount/mo. x 12 months \$0

Copier/Printer Lease: \$ amount x 12 months \$0

Property and Contents Insurance per year	\$0
Other Utilities: \$ per quarter	\$0
Postage: \$ per mo. x 12 months	\$0
State Phone Line: \$ per mo. x 12 months x # of FTE	\$0
Voice Mail: \$ per mo. x 12 months x # of FTE	\$0
Conference Calls: \$ per mo. x 12 months	\$0

Long Distance: \$ per mo. x 12 months \$0

Email: \$ per mo. x 12 months x # of FTE \$0

Justification: *Include narrative to justify any special budget line items included in this category, such as stipends, scholarships, marketing brochures or public information. Tie budget piece to project deliverable.*

TOTAL DIRECT CHARGES	\$158,784
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Indirect Charges	Indirect Rate:	5.500%	\$8,733
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Indirect Methodology: 5.5% of all direct charges = Indirect Charges (Explain how indirect is calculated (e.g. 11% of all direct

TOTAL BUDGET	Total:	\$167,517
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BUDGET NARRATIVE

11/1/23 - 10/31/24

Total Personnel Costs	including fringe	Total:	\$158,217
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List staff, positions, percent of time to be spent on the project, rate of pay, fringe rate, and total cost to this grant.

	<u>Annual Salary</u>	<u>Fringe Rate</u>	<u>% of Time</u>	<u>Months</u>	<u>Percent of Months worked Annual</u>	<u>Amount Requested</u>
Public Health Program Manager (TBD)	\$91,780.42	53.900%	100.000%	12	100.00%	\$141,250

Under general direction, plans, organizes, coordinates, supervises, reviews and evaluates the activities of the program in regard to public health issues; develops and maintains tracking systems for the program, including data collection, analysis and financial

	<u>Annual Salary</u>	<u>Fringe Rate</u>	<u>% of Time</u>	<u>Months</u>	<u>Percent of Months worked Annual</u>	<u>Amount Requested</u>
Public Health Informatic Specialist	\$73,500.00	53.900%	15.000%	12	100.00%	\$16,967

Will support, at the entry level, configuration, operation, development, maintenance, and enhancement of data systems and informatics capabilities to address the needs of Carson City Health and Human Services.

*Insert details to describe position duties as it relates to the funding (specific program objectives)

*Insert new row for each position funded or delete this row.

Total Fringe Cost	\$55,412	Total Salary Cost:	\$102,805
Total Budgeted FTE	1.15000		

Travel	Total:	\$2,230
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Identify staff who will travel, the purpose, frequency and projected costs. Utilize GSA rates for per diem and lodging (go to www.gsa.gov) and State rates for mileage (0.625 cents) as a guide unless the organization's policies specify lower rates for

Out-of-State Travel

\$2,115

NACCHO 360: Denver, CO

	<u>Cost</u>	<u># of Trips</u>	<u># of days</u>	<u># of Staff</u>	
Airfare: 700 x 1 of trips x 1 of staff	\$700	1		1	\$700
Baggage fee: \$ 60 x 1 of trips x 1 of staff	\$60	1		1	\$60
Per Diem: \$74 x 1of trips x 5 days x 1 staff	\$74	1	5	1	\$370
Lodging: \$ 163 x 1 of trips x 5of nights x 1 of staff	\$163	1	5	1	\$815
Ground Transportation: \$ 50 per r/trip x 2 of trips x 1 of staff	\$50	2	1	1	\$100
Mileage: (rate per mile x # of miles per r/trip) x # of trips x # of staff	\$0.000	0		0	\$0
Parking: \$14 per day x 1 of trips x 5 of days x 1 of staff	\$14	1	5	1	\$70

Justification:

In-State Travel

\$115

Origin & Destination

	<u>Cost</u>	<u># of Trips</u>	<u># of days</u>	<u># of Staff</u>	
Airfare: cost per trip (origin & designation) x # of trips x # of staff	\$0	0		0	\$0
Baggage fee: \$ amount per person x # of trips x # of staff	\$0	0		0	\$0
Per Diem: \$ per day per GSA rate for area x # of trips x # of staff	\$0	0	0	0	\$0
Lodging: \$ per day + \$ tax = total \$ x # of trips x # of nights x # of staff	\$0	0	0	0	\$0
Motor Pool:(\$ car/day + ## miles/day x \$ rate per mile) x # trips x # days	\$0.00	0	0		\$0
Mileage: (.625 x 184 of miles per r/trip) x 1 of staff	\$0.625	184		1	\$115

Parking: \$ per day x # of trips x # of days
 x # of staff \$0 0 0 0 \$0

Justification:

Operating **Total: \$600**

List tangible and expendable personal property, such as office supplies, program supplies, etc. Unit cost for general items

Office supplies \$ 50 amount x 1 of FTE
 staff x 12 of mo. \$600.00

Rent: \$ per/mo. x 12 months x # of FTE \$0.00

Communications \$0.00

Justification: General offices supplies, such as pens, paper, folders, etc.

Equipment **Total: \$0**

List Equipment purchase or lease costing \$5,000 or more, and justify these expenditures. Also list any computers or

Describe equipment \$0.00

Contractual **\$2,650**

Identify project workers who are not regular employees of the organization. Include costs of labor, travel, per diem, or

Name of Contractor, Subrecipient: Public Health Intern **Total \$2,650**

Method of Selection: explain, i.e. sole source or competitive bid

Period of Performance: November 1, 2023 to October 31, 2024

Scope of Work: Public Health Intern

* Sole Source Justification: Define if sole source method, not needed for competitive bid

Budget

Personnel \$2,650.00

Travel \$0.00

Total Budget \$2,650.00

Method of Accountability:

Training **Total: \$2,620**

List all cost associated with Training, including justification of expenditures.

NACCHO 360 Conference

\$625.00

NACo High Performance Leadership Academy-is an innovative, completely online 12-week program created to equip frontline county government professionals with practical leadership skills to deliver results for counties and communities.

Course will be offered to Division Managers, then other staff. \$1,695.00

Public Health Education Materials \$300.00

Other **Total: \$0**

Identify and justify these expenditures, which can include virtually any relevant expenditure associated with the project,

Printing Services: \$ amount/mo. x 12 months \$0

Copier/Printer Lease: \$ amount x 12 months \$0

Property and Contents Insurance per year	\$0
Other Utilities: \$ per quarter	\$0
Postage: \$ per mo. x 12 months	\$0
State Phone Line: \$ per mo. x 12 months x # of FTE	\$0
Voice Mail: \$ per mo. x 12 months x # of FTE	\$0
Conference Calls: \$ per mo. x 12 months	\$0

Long Distance: \$ per mo. x 12 months \$0

Email: \$ per mo. x 12 months x # of FTE \$0

Justification: *Include narrative to justify any special budget line items included in this category, such as stipends, scholarships, marketing brochures or public information. Tie budget piece to project deliverable.*

TOTAL DIRECT CHARGES	\$166,317
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Indirect Charges	Indirect Rate: 5.500%	\$9,147
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Indirect Methodology: 5.5% of all direct charges = Indirect Charges (Explain how indirect is calculated (e.g. 11% of all direct expenses per Federally approved indirect agreement). If using a Federally approved indirect rate, be sure to include a copy of the agreement to DHHS staff.)

TOTAL BUDGET	Total:	\$175,464
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BUDGET NARRATIVE

11/1/24 - 10/31/25

Total Personnel Costs	including fringe	Total:	\$166,129
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List staff, positions, percent of time to be spent on the project, rate of pay, fringe rate, and total cost to this grant.

	<u>Annual Salary</u>	<u>Fringe Rate</u>	<u>% of Time</u>	<u>Months</u>	<u>Percent of Months worked Annual</u>	<u>Amount Requested</u>
Public Helath Program Manager (TBD)	\$96,369.44	53.900%	100.000%	12	100.00%	\$148,313

Under general direction, plans, organizes, coordinates, supervises, reviews and evaluates the activities of the program in regard to public health issues; develops and maintains tracking systems for the program, including data collection, analysis and financial

	<u>Annual Salary</u>	<u>Fringe Rate</u>	<u>% of Time</u>	<u>Months</u>	<u>Percent of Months worked Annual</u>	<u>Amount Requested</u>
Public Health Informatic Specialist	\$77,175.00	53.900%	15.000%	12	100.00%	\$17,816

Will support, at the entry level, configuration, operation, development, maintenance, and enhancement of data systems and informatics capabilities to address the needs of Carson City Health and Human Services.

*Insert details to describe position duties as it relates to the funding (specific program objectives)

*Insert new row for each position funded or delete this row.

Total Fringe Cost	\$58,183	Total Salary Cost:	\$107,946
Total Budgeted FTE	1.15000		

Travel	Total:	\$2,230
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Identify staff who will travel, the purpose, frequency and projected costs. Utilize GSA rates for per diem and lodging (go to www.gsa.gov) and State rates for mileage (0.625 cents) as a guide unless the organization's policies specify lower rates for

Out-of-State Travel \$2,115

<u>NACCHO 360: TBA</u>	<u>Cost</u>	<u># of Trips</u>	<u># of days</u>	<u># of Staff</u>	
Airfare: 700 x 1 of trips x 1 of staff	\$700	1		1	\$700
Baggage fee: \$ 60 x 1 of trips x 1 of staff	\$60	1		1	\$60
Per Diem: \$74 x 1of trips x 5 days x 1 staff	\$74	1	5	1	\$370
Lodging: \$ 163 x 1 of trips x 5of nights x 1 of staff	\$163	1	5	1	\$815
Ground Transportation: \$ 50 per r/trip x 2 of trips x 1 of staff	\$50	2	1	1	\$100
Mileage: (rate per mile x # of miles per r/trip) x # of trips x # of staff	\$0.000	0		0	\$0
Parking: \$14 per day x 1 of trips x 5 of days x 1 of staff	\$14	1	5	1	\$70

Justification:

In-State Travel

\$115

<u>Origin & Destination</u>	<u>Cost</u>	<u># of Trips</u>	<u># of days</u>	<u># of Staff</u>	
Airfare: cost per trip (origin & designation) x # of trips x # of staff	\$0	0		0	\$0
Baggage fee: \$ amount per person x # of trips x # of staff	\$0	0		0	\$0
Per Diem: \$ per day per GSA rate for area x # of trips x # of staff	\$0	0	0	0	\$0
Lodging: \$ per day + \$ tax = total \$ x # of trips x # of nights x # of staff	\$0	0	0	0	\$0
Motor Pool:(\$ car/day + ## miles/day x \$ rate per mile) x # trips x # days	\$0.00	0	0		\$0
Mileage: (.625 x 184 of miles per r/trip) x 1 of staff	\$0.625	184		1	\$115

Parking: \$ per day x # of trips x # of days
 x # of staff \$0 0 0 0 \$0

Justification:

Operating **Total: \$600**

List tangible and expendable personal property, such as office supplies, program supplies, etc. Unit cost for general items

Office supplies \$ 50 amount x 1 of FTE
 staff x 12 of mo. \$600.00

Rent: \$ per/mo. x 12 months x # of FTE \$0.00

Communications \$0.00

Justification: General offices supplies, such as pens, paper, folders, etc.

Equipment **Total: \$0**

List Equipment purchase or lease costing \$5,000 or more, and justify these expenditures. Also list any computers or

Describe equipment \$0.00

Contractual **\$2,650**

Identify project workers who are not regular employees of the organization. Include costs of labor, travel, per diem, or

Name of Contractor, Subrecipient: Public Health Intern **Total \$2,650**

Method of Selection: explain, i.e. sole source or competitive bid

Period of Performance: November 1, 2024 to October 31, 2025

Scope of Work: Public Health Intern

* Sole Source Justification: Define if sole source method, not needed for competitive bid

Budget

Personnel \$2,650.00

Travel \$0.00

Total Budget \$2,650.00

Method of Accountability:

Training **Total: \$2,620**

List all cost associated with Training, including justification of expenditures.

NACCHO 360 Conference

\$625.00

NACo High Performance Leadership Academy-is an innovative, completely online 12-week program created to equip frontline county government professionals with practical leadership skills to deliver results for counties and communities.

Course will be offered to Division Managers., then other staff. \$1,695.00

Public Health Education Materials \$300.00

Other **Total: \$0**

Identify and justify these expenditures, which can include virtually any relevant expenditure associated with the project,

Printing Services: \$ amount/mo. x 12 months \$0

Copier/Printer Lease: \$ amount x 12 months \$0

Property and Contents Insurance per year	\$0
Other Utilities: \$ per quarter	\$0
Postage: \$ per mo. x 12 months	\$0
State Phone Line: \$ per mo. x 12 months x # of FTE	\$0
Voice Mail: \$ per mo. x 12 months x # of FTE	\$0
Conference Calls: \$ per mo. x 12 months	\$0

Long Distance: \$ per mo. x 12 months	\$0
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Email: \$ per mo. x 12 months x # of FTE	\$0
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Justification: *Include narrative to justify any special budget line items included in this category, such as stipends, scholarships, marketing brochures or public information. Tie budget piece to project deliverable.*

TOTAL DIRECT CHARGES	\$174,229
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Indirect Charges	Indirect Rate:	5.500%	\$9,583
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Indirect Methodology: 5.5% of all direct charges = Indirect Charges (Explain how indirect is calculated (e.g. 11% of all direct

TOTAL BUDGET	Total:	\$183,812
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BUDGET NARRATIVE

11/1/25 - 10/31/26

Total Personnel Costs	including fringe	Total:	\$174,434
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List staff, positions, percent of time to be spent on the project, rate of pay, fringe rate, and total cost to this grant.

	<u>Annual Salary</u>	<u>Fringe Rate</u>	<u>% of Time</u>	<u>Months</u>	<u>Percent of Months worked Annual</u>	<u>Amount Requested</u>
Public Health Program Manager (TBD)	\$101,187.91	53.900%	100.000%	12	100.00%	\$155,728

Under general direction, plans, organizes, coordinates, supervises, reviews and evaluates the activities of the program in regard to public health issues; develops and maintains tracking systems for the program, including data collection, analysis and financial

	<u>Annual Salary</u>	<u>Fringe Rate</u>	<u>% of Time</u>	<u>Months</u>	<u>Percent of Months worked Annual</u>	<u>Amount Requested</u>
Public Health Informatic Specialist	\$81,033.00	53.900%	15.000%	12	100.00%	\$18,706

Will support, at the entry level, configuration, operation, development, maintenance, and enhancement of data systems and informatics capabilities to address the needs of Carson City Health and Human Services.

*Insert details to describe position duties as it relates to the funding (specific program objectives)

*Insert new row for each position funded or delete this row.

Total Fringe Cost	\$61,092	Total Salary Cost:	\$113,343
Total Budgeted FTE	1.15000		

Travel	Total:	\$2,230
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Identify staff who will travel, the purpose, frequency and projected costs. Utilize GSA rates for per diem and lodging (go to www.gsa.gov) and State rates for mileage (0.625 cents) as a guide unless the organization's policies specify lower rates for

Out-of-State Travel

\$2,115

NACCHO 360: TBA

	<u>Cost</u>	<u># of Trips</u>	<u># of days</u>	<u># of Staff</u>	
Airfare: 700 x 1 of trips x 1 of staff	\$700	1		1	\$700
Baggage fee: \$ 60 x 1 of trips x 1 of staff	\$60	1		1	\$60
Per Diem: \$74 x 1of trips x 5 days x 1 staff	\$74	1	5	1	\$370
Lodging: \$ 163 x 1 of trips x 5of nights x 1 of staff	\$163	1	5	1	\$815
Ground Transportation: \$ 50 per r/trip x 2 of trips x 1 of staff	\$50	2	1	1	\$100
Mileage: (rate per mile x # of miles per r/trip) x # of trips x # of staff	\$0.000	0		0	\$0
Parking: \$14 per day x 1 of trips x 5 of days x 1 of staff	\$14	1	5	1	\$70

Justification:

In-State Travel

\$115

Origin & Destination

	<u>Cost</u>	<u># of Trips</u>	<u># of days</u>	<u># of Staff</u>	
Airfare: cost per trip (origin & designation) x # of trips x # of staff	\$0	0		0	\$0
Baggage fee: \$ amount per person x # of trips x # of staff	\$0	0		0	\$0
Per Diem: \$ per day per GSA rate for area x # of trips x # of staff	\$0	0	0	0	\$0
Lodging: \$ per day + \$ tax = total \$ x # of trips x # of nights x # of staff	\$0	0	0	0	\$0
Motor Pool:(\$ car/day + ## miles/day x \$ rate per mile) x # trips x # days	\$0.00	0	0		\$0
Mileage: (.625 x 184 of miles per r/trip) x 1 of staff	\$0.625	184		1	\$115

Parking: \$ per day x # of trips x # of days
 x # of staff \$0 0 0 0 \$0

Justification:

Operating **Total: \$600**

List tangible and expendable personal property, such as office supplies, program supplies, etc. Unit cost for general items

Office supplies \$ 50 amount x 1 of FTE
 staff x 12 of mo. \$600.00

Rent: \$ per/mo. x 12 months x # of FTE \$0.00

Communications \$0.00

Justification: General offices supplies, such as pens, paper, folders, etc.

Equipment **Total: \$0**

List Equipment purchase or lease costing \$5,000 or more, and justify these expenditures. Also list any computers or

Describe equipment \$0.00

Contractual **\$2,650**

Identify project workers who are not regular employees of the organization. Include costs of labor, travel, per diem, or

Name of Contractor, Subrecipient: Public Health Intern **Total \$2,650**

Method of Selection: explain, i.e. sole source or competitive bid

Period of Performance: November 1, 2025 to October 31, 2026

Scope of Work: Public Health Intern

* Sole Source Justification: Define if sole source method, not needed for competitive bid

Budget

Personnel \$2,650.00

Travel \$0.00

Total Budget \$2,650.00

Method of Accountability:

Training **Total: \$2,620**

List all cost associated with Training, including justification of expenditures.

NACCHO 360 Conference

\$625.00

NACo High Performance Leadership Academy-is an innovative, completely online 12-week program created to equip frontline county government professionals with practical leadership skills to deliver results for counties and communities.

Course will be offered to Division Managers, then other staff. \$1,695.00

Public Health Education Materials \$300.00

Other **Total: \$0**

Identify and justify these expenditures, which can include virtually any relevant expenditure associated with the project,

Printing Services: \$ amount/mo. x 12 months \$0

Copier/Printer Lease: \$ amount x 12 months \$0

Property and Contents Insurance per year	\$0
Other Utilities: \$ per quarter	\$0
Postage: \$ per mo. x 12 months	\$0
State Phone Line: \$ per mo. x 12 months x # of FTE	\$0
Voice Mail: \$ per mo. x 12 months x # of FTE	\$0
Conference Calls: \$ per mo. x 12 months	\$0

Long Distance: \$ per mo. x 12 months \$0

Email: \$ per mo. x 12 months x # of FTE \$0

Justification: *Include narrative to justify any special budget line items included in this category, such as stipends, scholarships, marketing brochures or public information. Tie budget piece to project deliverable.*

TOTAL DIRECT CHARGES	\$182,534
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Indirect Charges	Indirect Rate:	5.500%	\$10,039
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Indirect Methodology: 5.5% of all direct charges = Indirect Charges (Explain how indirect is calculated (e.g. 11% of all direct

TOTAL BUDGET	Total:	\$192,573
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BUDGET NARRATIVE

11/1/26 - 10/31/27

Total Personnel Costs	including fringe	Total:	\$183,157
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List staff, positions, percent of time to be spent on the project, rate of pay, fringe rate, and total cost to this grant.

	<u>Annual Salary</u>	<u>Fringe Rate</u>	<u>% of Time</u>	<u>Months</u>	<u>Percent of Months worked Annual</u>	<u>Amount Requested</u>
Public Helath Program Manager (TBD)	\$106,247.31	53.900%	100.000%	12	100.00%	\$163,515

Under general direction, plans, organizes, coordinates, supervises, reviews and evaluates the activities of the program in regard to public health issues; develops and maintains tracking systems for the program, including data collection, analysis and financial

	<u>Annual Salary</u>	<u>Fringe Rate</u>	<u>% of Time</u>	<u>Months</u>	<u>Percent of Months worked Annual</u>	<u>Amount Requested</u>
Public Health Informatic Specialist	\$85,085.43	53.900%	15.000%	12	100.00%	\$19,642

Will support, at the entry level, configuration, operation, development, maintenance, and enhancement of data systems and informatics capabilities to address the needs of Carson City Health and Human Services.

*Insert details to describe position duties as it relates to the funding (specific program objectives)

*Insert new row for each position funded or delete this row.

Total Fringe Cost	\$64,146	Total Salary Cost:	\$119,010
Total Budgeted FTE	1.15000		

Travel	Total:	\$2,230
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Identify staff who will travel, the purpose, frequency and projected costs. Utilize GSA rates for per diem and lodging (go to www.gsa.gov) and State rates for mileage (0.625 cents) as a guide unless the organization's policies specify lower rates for

Out-of-State Travel

\$2,115

NACCHO 360: TBA

	<u>Cost</u>	<u># of Trips</u>	<u># of days</u>	<u># of Staff</u>	
Airfare: 700 x 1 of trips x 1 of staff	\$700	1		1	\$700
Baggage fee: \$ 60 x 1 of trips x 1 of staff	\$60	1		1	\$60
Per Diem: \$74 x 1of trips x 5 days x 1 staff	\$74	1	5	1	\$370
Lodging: \$ 163 x 1 of trips x 5of nights x 1 of staff	\$163	1	5	1	\$815
Ground Transportation: \$ 50 per r/trip x 2 of trips x 1 of staff	\$50	2	1	1	\$100
Mileage: (rate per mile x # of miles per r/trip) x # of trips x # of staff	\$0.000	0		0	\$0
Parking: \$14 per day x 1 of trips x 5 of days x 1 of staff	\$14	1	5	1	\$70

Justification:

In-State Travel

\$115

Origin & Destination

	<u>Cost</u>	<u># of Trips</u>	<u># of days</u>	<u># of Staff</u>	
Airfare: cost per trip (origin & designation) x # of trips x # of staff	\$0	0		0	\$0
Baggage fee: \$ amount per person x # of trips x # of staff	\$0	0		0	\$0
Per Diem: \$ per day per GSA rate for area x # of trips x # of staff	\$0	0	0	0	\$0
Lodging: \$ per day + \$ tax = total \$ x # of trips x # of nights x # of staff	\$0	0	0	0	\$0
Motor Pool:(\$ car/day + ## miles/day x \$ rate per mile) x # trips x # days	\$0.00	0	0		\$0
Mileage: (.625 x 184 of miles per r/trip) x 1 of staff	\$0.625	184		1	\$115

Parking: \$ per day x # of trips x # of days
 x # of staff \$0 0 0 0 \$0

Justification:

Operating **Total: \$600**

List tangible and expendable personal property, such as office supplies, program supplies, etc. Unit cost for general items

Office supplies \$ 50 amount x 1 of FTE
 staff x 12 of mo. \$600.00

Rent: \$ per/mo. x 12 months x # of FTE \$0.00

Communications \$0.00

Justification: General offices supplies, such as pens, paper, folders, etc.

Equipment **Total: \$0**

List Equipment purchase or lease costing \$5,000 or more, and justify these expenditures. Also list any computers or

Describe equipment \$0.00

Contractual **\$2,650**

Identify project workers who are not regular employees of the organization. Include costs of labor, travel, per diem, or

Name of Contractor, Subrecipient: Public Health Intern **Total \$2,650**

Method of Selection: explain, i.e. sole source or competitive bid

Period of Performance: November 1, 2026 to October 31, 2027

Scope of Work: Public Health Intern

* Sole Source Justification: Define if sole source method, not needed for competitive bid

Budget

Personnel \$2,650.00

Travel \$0.00

Total Budget \$2,650.00

Method of Accountability:

Training **Total: \$2,620**

List all cost associated with Training, including justification of expenditures.

NACCHO 360 Conference

\$625.00

NACo High Performance Leadership Academy-is an innovative, completely online 12-week program created to equip frontline county government professionals with practical leadership skills to deliver results for counties and communities.

Course will be offered to Division

Managers, then other staff.

\$1,695.00

Public Health Education Materials

\$300.00

Other **Total: \$0**

Identify and justify these expenditures, which can include virtually any relevant expenditure associated with the project,

Printing Services: \$ amount/mo. x 12 months \$0

Copier/Printer Lease: \$ amount x 12 months \$0

Property and Contents Insurance per year	\$0
Other Utilities: \$ per quarter	\$0
Postage: \$ per mo. x 12 months	\$0
State Phone Line: \$ per mo. x 12 months x # of FTE	\$0
Voice Mail: \$ per mo. x 12 months x # of FTE	\$0
Conference Calls: \$ per mo. x 12 months	\$0

Long Distance: \$ per mo. x 12 months \$0

Email: \$ per mo. x 12 months x # of FTE \$0

Justification: *Include narrative to justify any special budget line items included in this category, such as stipends, scholarships, marketing brochures or public information. Tie budget piece to project deliverable.*

TOTAL DIRECT CHARGES	\$191,257
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Indirect Charges	Indirect Rate:	5.500%	\$10,519
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Indirect Methodology: 5.5% of all direct charges = Indirect Charges (Explain how indirect is calculated (e.g. 11% of all direct

TOTAL BUDGET	Total:	\$201,776
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PROPOSED BUDGET SUMMARY

(Form Revised May 2019)

A. **PATTERN BOXES ARE FORMULA DRIVEN - DO NOT OVERRIDE - SEE INSTRUCTIONS**

FUNDING SOURCES	GMU	Other Funding	Other Funding	Other Funding	Other Funding	Other Funding	Other Funding	Other Funding	Program Income	TOTAL
SECURED										
ENTER TOTAL REQUEST	\$921,142									\$921,142

EXPENSE CATEGORY

Personnel	\$832,621									\$832,621
Travel	\$11,150									\$11,150
Operating	\$3,000									\$3,000
Equipment	\$0									\$0
Contractual/Consultant	\$13,250									\$13,250
Training	\$13,100									\$13,100
Other Expenses	\$0									\$0
Indirect	\$48,021									\$48,021

TOTAL EXPENSE	\$921,142	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$921,142
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These boxes should equal 0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
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Total Indirect Cost	\$48,021
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Total Agency Budget	\$921,142
Percent of Subrecipient Budget	100%

B. Explain any items noted as pending:

C. Program Income Calculation:

Health Department Funding Map - CDC Grant / Strengthening US Public Health Infrastructure, Workforce, and Data Systems
11/1/22 - 10/31/27

Employee	Position	City/Contractor	FT/PT	CDC Infrastructure, Workforce, Data Grant	ELC Enhanced Expansion	Total Percentage for Each Employee
New position	Chronic Disease Prev & Health Promotion Div Mgr	City	FT	100%		100%
Budgeted - ELC	Public Health Informatic Specialist	City	FT	15%	85%	100%

*NOTE: The Public Health Informatic Specialist position is budgeted in the ELC grant.



STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** September 1, 2022

Staff Contact: Sheri Russell, Chief Financial Officer

Agenda Title: For Possible Action: Discussion and possible action regarding the adoption of a resolution of intent to issue general obligation (limited tax) infrastructure sales tax bonds (additionally secured by pledged revenues) in the aggregate principal amount not to exceed \$5,550,000 for the purpose of financing infrastructure projects set forth in NRS 377B.160(3) for the City; authorizing the publication of such resolution; providing the manner, form and contents of the notices; authorizing the City Manager or City's Chief Financial Officer to arrange for the sale of the bonds; providing other matters properly related thereto; and providing the effective date hereof. (Sheri Russell, srussell@carson.org)

Pursuant to NRS 350.020(3), adoption of this resolution requires the affirmative vote of two-thirds of the members of the Board of Supervisors.

Staff Summary: Staff recommends that the Board of Supervisors approve a resolution of intent to issue general obligation (limited tax) infrastructure sales tax bonds (additionally secured by pledged revenues) and authorize the City Manager or the City's Chief Financial Officer to arrange for the sale of the bonds.

Agenda Action: Resolution **Time Requested:** 10 minutes

Proposed Motion

I move to adopt Resolution No. _____.

Board's Strategic Goal

Sustainable Infrastructure

Previous Action

August 4, 2022 - The Board of Supervisors adopted Resolution No. 2022-R-27, a resolution directing staff to notify the Carson City Debt Management Commission of the City's intent to issue infrastructure sales tax general obligation bonds in an amount not to exceed \$5,550,000.

August 23, 2022 - The Debt Management Commission approved the City's request to issue infrastructure sales tax general obligation bonds.

Background/Issues & Analysis

This resolution of intent is the next step in the process for the City to issue general obligation bonds additionally secured by pledged revenues. Steps still to be completed include a 90-day waiting period, the holding of a public hearing and final hearing and adoption of bond ordinances. Staff anticipates these remaining steps will be completed by February 2023. The public hearing required by statute will be held at the upcoming November 3, 2022, meeting of the Board of Supervisors.

The City is requesting a general obligation bond not to exceed the amount of \$5,550,000 to fund the balance of the William Street Corridor Project that remains unfunded. The total project costs are \$22,240,787. The City received federal appropriations of approximately \$2 million and \$9.3 million from a RAISE federal grant. In addition, redevelopment, water, wastewater and stormwater funds are paying \$5,540,787 for their portion of this project, leaving a remaining project balance of \$5,400,000. The bond issuance costs of approximately \$150,000 are included in the total not to exceed amount requested. The City has been able to reduce the amount borrowed based on the federal appropriation and grants received.

The interest rate on the proposed bonds was estimated by the City's municipal advisor, JNA Consulting Group, to be 5%. Based on current market conditions, JNA considers this estimate to be conservative. Prior to the adoption of the bond ordinance mentioned above, an updated estimate will be provided to the Board of Supervisors.

Annual debt service on the bonds will be paid from the City's Infrastructure Tax Fund. The bonds are secured by one-eighth of 1 percent (0.125%) of sales taxes.

Applicable Statute, Code, Policy, Rule or Regulation

NRS Chapters 350 and 377B

Financial Information

Is there a fiscal impact? Yes

If yes, account name/number: Infrastructure Tax Fund, Bond Proceeds 3100099-483030; Transfer to Debt service 3100079-507205; and Debt Service Fund, principal, and interest payments 4107100-50XXXX.

Is it currently budgeted? No

Explanation of Fiscal Impact: Bond proceeds and issuance costs will be posted to the Infrastructure Tax Fund. Bond issuance costs will be incorporated in the cost of the debt, and the remaining amount available for the project will be \$5,400,000. The estimated annual debt service payments for these bonds is approximately \$553,000 for 15 years. Annual amounts due will be transferred monthly from the Infrastructure Tax Fund to the Debt Service Fund to pay the biannual interest and principal payments as they become due. Final amounts of bond proceeds, issuance costs, debt service and capital project proceeds will be added to the Infrastructure Tax Fund and Debt Service budgets through a budget augmentation in Fiscal Year 2023 once bond numbers are finalized.

Alternatives

Elect to not pursue the financing and accumulate funds for projects on a pay-as-you-go basis.

Attachments:

[Intent Resolution \(55192503v3\) \(002\).doc](#)

Board Action Taken:

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

(Vote Recorded By)

Summary - a resolution of intent to issue general obligation (limited tax) infrastructure sales tax bonds (additionally secured by pledged revenues).

RESOLUTION NO. _____

A RESOLUTION OF INTENT, PROPOSING THE ISSUANCE OF, AND AUTHORIZING THE PUBLICATION OF NOTICES RELATING TO GENERAL OBLIGATION (LIMITED TAX) INFRASTRUCTURE SALES TAX BONDS (ADDITIONALLY SECURED BY PLEDGED REVENUES) IN THE AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$5,550,000 FOR THE PURPOSE OF FINANCING CERTAIN INFRASTRUCTURE PROJECTS SET FORTH IN NRS 377B.160(3); PROVIDING THE MANNER, FORM AND CONTENTS OF THE NOTICES; AUTHORIZING THE CITY MANAGER OR THE CITY'S CHIEF FINANCIAL OFFICER TO ARRANGE FOR THE SALE OF THE BONDS; PROVIDING OTHER MATTERS PROPERLY RELATED THERETO; AND PROVIDING THE EFFECTIVE DATE HEREOF.

WHEREAS, the Board of Supervisors of Carson City (the "Board" and the "City," respectively) proposes to issue up to \$5,550,000 of general obligation infrastructure sales tax bonds additionally secured by a pledge of the revenues received by the City from the one-eighth of 1 percent (0.125%) of the gross receipts of any retailer from the sale of all tangible personal property sold at retail, or stored, used or otherwise consumed, in the City pursuant to Nevada Revises Statutes ("NRS") Chapter 377B and as set forth in Chapter 21.08 of the Carson City Municipal Code (the "Pledged Revenues"); and

WHEREAS, the Board proposes to incur these general obligation infrastructure sales tax bonds (the "Bonds") without an election unless a petition signed by the requisite number of registered voters of the City is presented to the Board requiring the Board to submit to the qualified electors of the City for their approval or disapproval the following proposal:

GENERAL OBLIGATION INFRASTRUCTURE SALES TAX BONDS (ADDITIONALLY SECURED BY PLEDGED REVENUES) PROPOSAL:

Shall the Board of Supervisors of Carson City, Nevada, be authorized to incur a general obligation indebtedness (additionally secured by pledged revenues) on behalf of the City by the issuance at one time, or from time to time, of the City's general obligation infrastructure sales tax bonds, in one series or more, in the aggregate principal amount of not exceeding \$5,550,000 for the purpose of acquiring, establishing, constructing, expanding, improving and equipping certain infrastructure projects set forth in NRS 377B.160(3), such bonds to mature not later than fifteen (15) years from the date or respective dates of the bonds, payable from general (ad valorem) taxes (except to the extent pledged revenues and other monies are available therefor), and to be issued and sold at, above, or below par at an effective interest rate (including any sale discount) not exceeding the statutory maximum rate, if any, as shall be determined at the time of the sale thereof, and otherwise to be issued in such manner, upon such terms and conditions, with such covenants and agreements, and with such other detail as the Board may determine, including at its option but not necessarily limited to provisions for the redemption of bonds prior to maturity without or with the payment of a premium?

(the "Proposal"); and

WHEREAS, pursuant to Nevada Revised Statutes ("NRS") 350.011 to 350.0165, inclusive, the Board has submitted the Proposal to the Debt Management Commission of Carson City (the "Commission"); and

WHEREAS, the Commission has heretofore approved the Proposal; and

WHEREAS, the Board has determined and hereby determines that the Pledged Revenues will at least equal the amount required in each year for the payment of interest and principal on the Bonds and an ad valorem tax is not expected to be necessary to pay the principal of and interest on such Bonds during the term thereof; and

WHEREAS, subsection 3 of NRS 350.020 in effect provides that if the payment of a general obligation of the City is additionally secured by a pledge of the revenues of a project to be financed by its issue, and the governing body (i.e., the Board) determines that the pledged revenues will at least equal the amount required in each year for the payment of interest and principal, the City may incur the general obligations without an election, unless a petition requesting an election signed

by 5% of the registered voters of the City is presented to the Board within 90 days after the publication of a notice of the adoption of this resolution of intent; and

WHEREAS, subsection 3 of NRS 350.020 also requires that a public hearing be held before the Bonds are issued.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF CARSON CITY, NEVADA:

Section 1. This resolution shall be known as and may be cited by the short title “2022 Resolution of Intent to Issue Infrastructure Sales Tax Bonds” (this “Resolution”).

Section 2. The officers of the City be, and they hereby are, authorized and directed to publish a notice of the adoption of the resolution of intent relating to the Board’s Proposal to issue the Bonds in a newspaper of general circulation in the City, at least once, such notice to be published in substantially the following form:

(Form of Notice of Intent for Publication)

NOTICE OF THE INTENT OF THE BOARD OF SUPERVISORS OF CARSON CITY, NEVADA, TO ISSUE GENERAL OBLIGATION (LIMITED TAX) INFRASTRUCTURE SALES TAX BONDS OF THE CITY ADDITIONALLY SECURED BY PLEDGED REVENUES

NOTICE IS HEREBY GIVEN that the Board of Supervisors of Carson City (the “Board” and the “City”) Nevada, by a resolution, passed, adopted and approved on September 1, 2022, and designated in Section 1 thereof by the short title “2022 Resolution of Intent to Issue Infrastructure Sales Tax Bonds” has proposed the issuance of the City’s general obligation (limited tax) infrastructure sales tax bonds (additionally secured by pledged revenues) (the “Bonds”) designated below, as follows:

GENERAL OBLIGATION INFRASTRUCTURE SALES TAX BONDS (ADDITIONALLY SECURED BY PLEDGED REVENUES) PROPOSAL:

Shall the Board of Supervisors of Carson City, Nevada, be authorized to incur a general obligation indebtedness (additionally secured by pledged revenues) on behalf of the City by the issuance at one time, or from time to time, of the City’s general obligation infrastructure sales tax bonds, in one series or more, in the aggregate principal amount of not exceeding \$5,550,000 for the purpose of acquiring, establishing, constructing, expanding, improving and equipping certain infrastructure projects set forth in NRS 377B.160(3), such bonds to mature not later than fifteen (15) years from the date or respective dates of the bonds, payable from general (ad valorem) taxes (except to the extent pledged revenues and other monies are available therefor), and to be issued and sold at, above, or below par at an effective interest rate (including any sale discount) not exceeding the statutory maximum rate, if any, as shall be determined at the time of the sale thereof, and otherwise to be issued in such manner, upon such terms and conditions, with such covenants and agreements, and with such other detail as the Board may determine, including at its option but not necessarily limited to provisions for the redemption of bonds prior to maturity without or with the payment of a premium?

(the “Proposal”); and

The above Proposal was approved by the Debt Management Commission of Carson City, Nevada.

The Board has determined that the Bonds to be issued for the purpose of financing certain infrastructure projects set forth in Nevada Revised Statutes ("NRS") 377B.160(3) (as further described in the above Proposal) will be additionally secured by a pledge of the revenues received by the City from the one-eighth of 1 percent (0.125%) of the gross receipts of any retailer from the sale of all tangible personal property sold at retail, or stored, used or otherwise consumed, in the City pursuant to NRS Chapter 377B and as set forth in Chapter 21.08 of the Carson City Municipal Code (the "pledged revenues"). The Board has, in addition, determined, based upon a revenue study, that the pledged revenues will at least equal the amount required in each year for the payment of the interest on and the principal of the Bonds.

Based upon these determinations, the Board intends to incur these general obligations as set forth above without an election as provided in subsection 3 of NRS 350.020, unless within ninety (90) days after the publication of this notice a petition requesting an election is presented to the Clerk-Recorder on behalf of the Board signed by not fewer than five percent (5%) of the registered voters of the City. The number of registered voters is to be determined as of the close of registration for the last preceding general election.

At a meeting or meetings of the Board, the Board shall proceed to adopt an ordinance or ordinances authorizing the issuance of the Bonds. Such ordinance or ordinances authorizing the issuance of the Bonds will be effective unless prior to 5:00 p.m. on December 6, 2022, a petition is presented to the Clerk-Recorder on behalf of the Board asking for the Board to hold an election upon the question of whether or not the proposed Bonds, shall be incurred. The petition for an election herein referred to may be filed with the Clerk-Recorder on behalf of the Board no later than 5:00 p.m. on December 6, 2022, at the Clerk-Recorder's Office, 885 East Musser Street, Suite 1028, Carson City, Nevada, during regular office hours of the Clerk-Recorder. In the event such petition is presented, no such ordinance or ordinances shall be effective except pursuant to an election called and held for such purpose and carried by a majority of the votes cast. In the event no such petition is presented, the Bonds will be authorized as described above. The ordinance or ordinances authorizing the Bonds will, in addition, contain provisions for additionally securing the payment of the general obligations by pledging the pledged revenues designated above and in the Proposal to the payment of the Bonds.

The authority to issue the Bonds if conferred at an election or if conferred by the fact no petition is presented to the Clerk-Recorder requesting such an election within ninety (90) days of the date of publication hereof shall be deemed to be a continuing authority and the Board shall be authorized to sell the Bonds at such time or times and upon such terms and conditions as it deems proper in accordance with the provisions of the Proposal and the laws of the State of Nevada.

All persons interested are hereby advised that further information regarding the projects to be financed by the Bonds, the Bonds and the revenues to be pledged to the Bonds, and all

proceedings in the premises, are on file in the office of the Clerk-Recorder, 885 East Musser Street, Suite 1028, Carson City, Nevada, and can be seen and examined by interested persons during the regular office hours of the Clerk-Recorder. All persons interested may also obtain additional information regarding the contents of and filing requirements for the petition herein referred to at the office of the Clerk-Recorder, 885 East Musser Street, Suite 1028, Carson City, Nevada, during the regular office hours of the Clerk-Recorder.

The determination by the Board that the pledged revenues will at least equal the amount required in each year for the payment of interest and principal on the Bonds becomes conclusive on the last day for filing the petition, i.e., on December 6, 2022, at 5:00 p.m.

BY ORDER of the Board of Supervisors of Carson City, Nevada.

DATED this September 1, 2022.

PUBLICATION DATE: September 7, 2022

/s/ Aubrey Rowlett
Clerk-Recorder

(End of Form of Notice of Intent)

Section 3. The Clerk-Recorder is authorized and directed to publish a notice of public hearing three times, once each week for three consecutive weeks, the third publication to be made at least 10 days before the date of the public hearing described in the following notice, in a newspaper of general circulation in the City, at least as large as 5 inches high by 4 inches wide, in substantially the following form:

(Form of Notice of Public Hearing)

NOTICE OF PUBLIC HEARING ON THE INTENT OF CARSON CITY, NEVADA, TO ISSUE GENERAL OBLIGATION (LIMITED TAX) INFRASTRUCTURE SALES TAX BONDS (ADDITIONALLY SECURED BY PLEDGED REVENUES).

NOTICE IS HEREBY GIVEN that the Board of Supervisors (the “Board”) of Carson City (the “City”), Nevada, by a resolution, passed, adopted, signed and approved on September 1, 2022, and designated in Section 1 thereof by the short title “2022 Resolution of Intent to Issue Infrastructure Sales Tax Bonds” has proposed the issuance of the City’s general obligation (limited tax) infrastructure sales tax bonds (additionally secured by pledged revenues) (the “Bonds”) designated below, as follows:

GENERAL OBLIGATION INFRASTRUCTURE SALES TAX BONDS (ADDITIONALLY SECURED BY PLEDGED REVENUES) PROPOSAL:

Shall the Board of Supervisors of Carson City, Nevada, be authorized to incur a general obligation indebtedness (additionally secured by pledged revenues) on behalf of the City by the issuance at one time, or from time to time, of the City’s general obligation infrastructure sales tax bonds, in one series or more, in the aggregate principal amount of not exceeding \$5,550,000 for the purpose of acquiring, establishing, constructing, expanding, improving and equipping certain infrastructure projects set forth in NRS 377B.160(3), such bonds to mature not later than fifteen (15) years from the date or respective dates of the bonds, payable from general (ad valorem) taxes (except to the extent pledged revenues and other monies are available therefor), and to be issued and sold at, above, or below par at an effective interest rate (including any sale discount) not exceeding the statutory maximum rate, if any, as shall be determined at the time of the sale thereof, and otherwise to be issued in such manner, upon such terms and conditions, with such covenants and agreements, and with such other detail as the Board may determine, including at its option but not necessarily limited to provisions for the redemption of bonds prior to maturity without or with the payment of a premium?

(the “Proposal”); and

The above Proposal was previously approved by the Debt Management Commission of Carson City, Nevada.

The Board has determined that the Bonds to be issued for the purpose of financing certain infrastructure projects set forth in Nevada Revised Statutes ("NRS") 377B.160(3) (as further described in the above Proposal) will be additionally secured by a pledge of the revenues received by the City from the one-eighth of 1 percent (0.125%) of the gross receipts of any retailer from the sale of all tangible personal property sold at retail, or stored, used or otherwise consumed, in the City pursuant to NRS Chapter 377B and as set forth in Chapter 21.08 of the Carson City Municipal Code (the "pledged revenues"). The Board has, in addition, determined, based upon a revenue study, that the pledged revenues will at least equal the amount required in each year for the payment of the interest on and the principal of the Bonds.

All persons interested are hereby advised that the Board will hold a public hearing on the Proposal at a regular meeting to be held on November 3, 2022 at the hour of 8:30 a.m. at the Community Center, 851 East William, Carson City, Nevada. All persons are invited to attend and to be heard regarding the Proposal. Further information regarding the Proposal, the Project to be financed by the Bonds, the Bonds and the revenues to be pledged to the Bonds, and all proceedings, are on file in the office of the Clerk-Recorder, 885 East Musser Street, Suite 1028, Carson City, Nevada, and can be seen and examined by interested persons during the regular office hours of the Clerk-Recorder.

BY ORDER of the Board of Supervisors, Carson City, Nevada.

DATED this September 1, 2022.

PUBLICATION DATES: October 5, 2022; October 12, 2022; and October 19, 2022.

/s/ Aubrey Rowlett
Clerk-Recorder
Carson City, Nevada

(End of Form of Notice of Public Hearing)

Section 4. A public hearing on the Bonds is hereby ordered to be held before the Board at the time, date and place specified in the notice set forth in Section 3 hereof, or at such date designated by the City Manager or the Chief Financial Officer.

Section 5. The Bonds, in the event no petition is filed during the period allowed by NRS 350.020(3), shall be authorized by an ordinance or ordinances to be effective after the expiration of the 90-day petition period.

Section 6. The authority to issue the Bonds shall be deemed and considered a continuing authority to issue and deliver the Bonds designated in such Proposal at one time or from time to time, in one series or in more than one series, all as ordered by the Board. Neither the partial exercise of the authority so conferred nor the lapse of time shall be considered as exhausting or limiting the full authority so conferred.

Section 7. The City Manager or the Chief Financial Officer or a designee is hereby authorized to arrange for the issuance and sale of the Bonds in one or more series not to exceed the aggregate principal amount of \$5,550,000, in accordance with the City's debt management policy, the Local Government Securities Law (NRS 350.500 through 350.720, inclusive) and Section 7.020 of the City's Charter (Chapter 276, Statutes of Nevada 1971).

Section 8. The City Manager or the Chief Financial Officer shall, after arranging for the public or private sale of the Bonds, present the terms of the Bonds to the Board for its approval by adoption of the ordinance or ordinances authorizing the issuance of the Bonds.

Section 9. The officers of the City be, and they hereby are, authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Resolution, including without limitation, (a) assembling of financial and other information concerning the City, the Pledged Revenues and the Bonds; (b) if applicable, preparing and circulating a request for proposal to purchase the Bonds, in the form specified by the City Manager, the Chief Financial Officer or such officer's designee; and (c) if applicable, preparing and circulating a preliminary official statement, a notice of bond sale for the Bonds, or both, in the forms specified by the City Manager, the Chief Financial Officer or such officer's designee. If applicable, the City Manager, the Chief Financial Officer or such officer's designee is authorized to deem the preliminary official

statement to be a “final” official statement on behalf of the City for the purposes of Rule 15(c)2-12 of the Securities and Exchange Commission.

Section 10. All resolutions, or parts thereof, in conflict with the provisions of this Resolution, are hereby repealed to the extent only of such inconsistency. This repealer shall not be constructed to revive any resolution, or part thereof, heretofore repealed.

Section 11. If any section, paragraph, clause or other provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or other provision shall not affect any of the remaining provisions of this Resolution.

Section 12. This Resolution shall become effective and be in force immediately upon its adoption.

Upon motion by Supervisor _____, seconded by Supervisor _____, the foregoing Resolution was passed and adopted by at least a two-thirds majority of the Board of Supervisors of Carson City, Nevada, the 1st day of September, 2022, by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

Lori Bagwell, Mayor
Carson City, Nevada

Attest:

Aubrey Rowlatt, Clerk-Recorder

STATE OF NEVADA)
) **ss.**
CARSON CITY)

I am the duly chosen, qualified and acting Clerk-Recorder of Carson City (the “City”), in the State of Nevada, and do hereby certify:

1. The foregoing pages constitute a true, correct, complete and compared copy of a resolution passed and adopted by the Board of Supervisors of the City (the “Board”) at a meeting of the Board held on September 1, 2022, a copy of which is set forth therein.

2. The original of the resolution has been approved and authenticated by the signatures of the Mayor of the City and myself as Clerk-Recorder and has been recorded in the journal of the Board kept for that purpose in my office, which record has been duly signed by the officers and properly sealed.

3. The members of the Board voted on the passage of the resolution as set forth below:

Those Voting Aye: _____

Those Voting Nay: _____

Those Absent: _____

4. Written notice of such meeting was given at least three working days before the meeting pursuant to NRS 241.020.

5. At least 3 working days before such meeting, such notice was delivered to each member of the Board and to each person, if any, who has requested notice of meetings of the Board in accordance with the provisions of Chapter 241 of NRS.

6. A copy of such notice as posted and delivered is attached hereto as Exhibit A. A copy of a proof and statement of publication of the notice of resolution of intent is attached hereto

as Exhibit B, and a copy of a proof and statement of publication of the notice of public hearing is attached hereto as Exhibit C.

IN WITNESS WHEREOF, I have hereunto set my hand this September 1, 2022.

Aubrey Rowlatt, Clerk-Recorder

EXHIBIT "A"

(Attach Copy of Notice of Meeting)

EXHIBIT "B"

(Attach Proof and Statement of Publication of Notice of Resolution of Intent)

EXHIBIT "C"

(Attach Proof and Statement of Publication of Notice of Hearing)



STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** September 1, 2022

Staff Contact: Nancy Paulson, City Manager

Agenda Title: For Discussion Only: Discussion and presentation regarding the City Manager update on current City projects, activities and other items of interest to the Board of Supervisors and the community. (Nancy Paulson, npaulson@carson.org)

Staff Summary: The City Manager will present an update on current City projects, activities and other items of interest to the Board of Supervisors and the community. This will include an overview of Internal Finance Committee and Community Development activities, as well as upcoming City events.

Agenda Action: Other / Presentation **Time Requested:** 10 minutes

Proposed Motion

N/A

Board's Strategic Goal

Efficient Government

Previous Action

N/A

Background/Issues & Analysis

Applicable Statute, Code, Policy, Rule or Regulation

N/A

Financial Information

Is there a fiscal impact? No

If yes, account name/number:

Is it currently budgeted?

Explanation of Fiscal Impact:

Alternatives

Attachments:

Board Action Taken:

Motion: _____

1) _____

2) _____

Aye/Nay

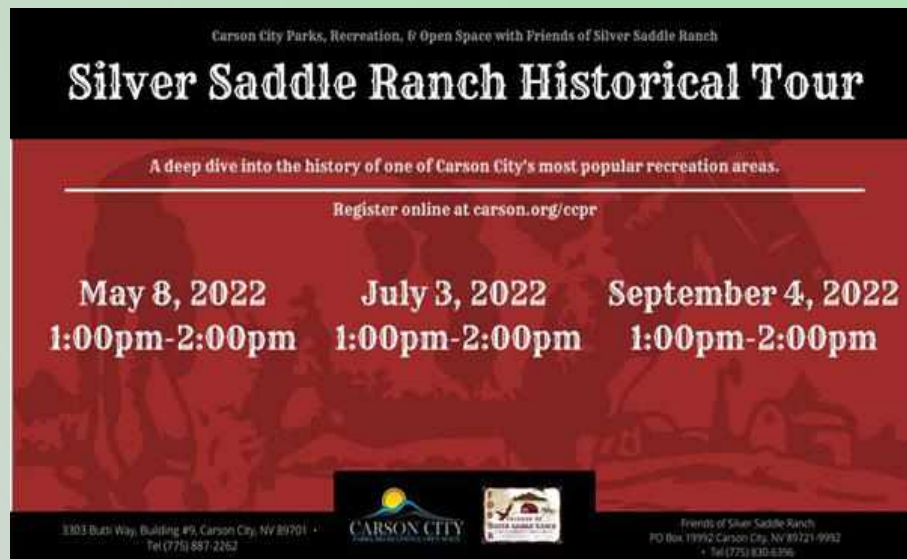
(Vote Recorded By)

City Manager Update

September 1, 2022

Upcoming Events

- September 1, 2022 at 1:00pm - Groundbreaking Event for Sierra Flats Affordable Housing Project
- September 10, 2022 Water Source Protection Day at Kings Canyon Waterfall Trailhead
- Silver Saddle Ranch Historical Tour - September 4, 2022



Carson City Parks, Recreation, & Open Space with Friends of Silver Saddle Ranch

Silver Saddle Ranch Historical Tour

A deep dive into the history of one of Carson City's most popular recreation areas.

Register online at carson.org/ccpr

May 8, 2022	July 3, 2022	September 4, 2022
1:00pm-2:00pm	1:00pm-2:00pm	1:00pm-2:00pm

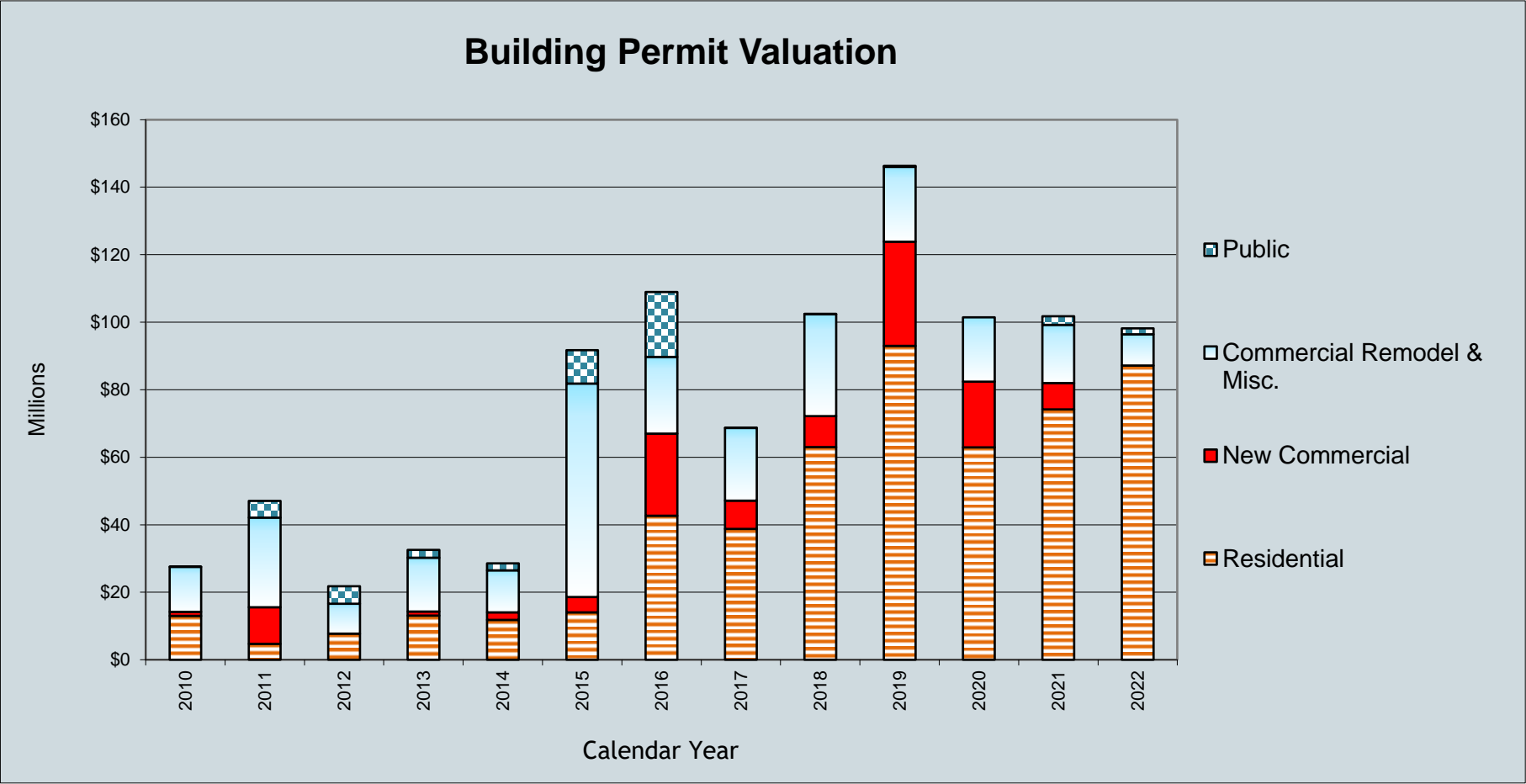
3303 Bush Way, Building #9, Carson City, NV 89701 • Tel (775) 887-2262

CARSON CITY
Parks, Recreation, & Open Space

Friends of Silver Saddle Ranch
PO Box 19992, Carson City, NV 89721-9992
• Tel (775) 833-6396

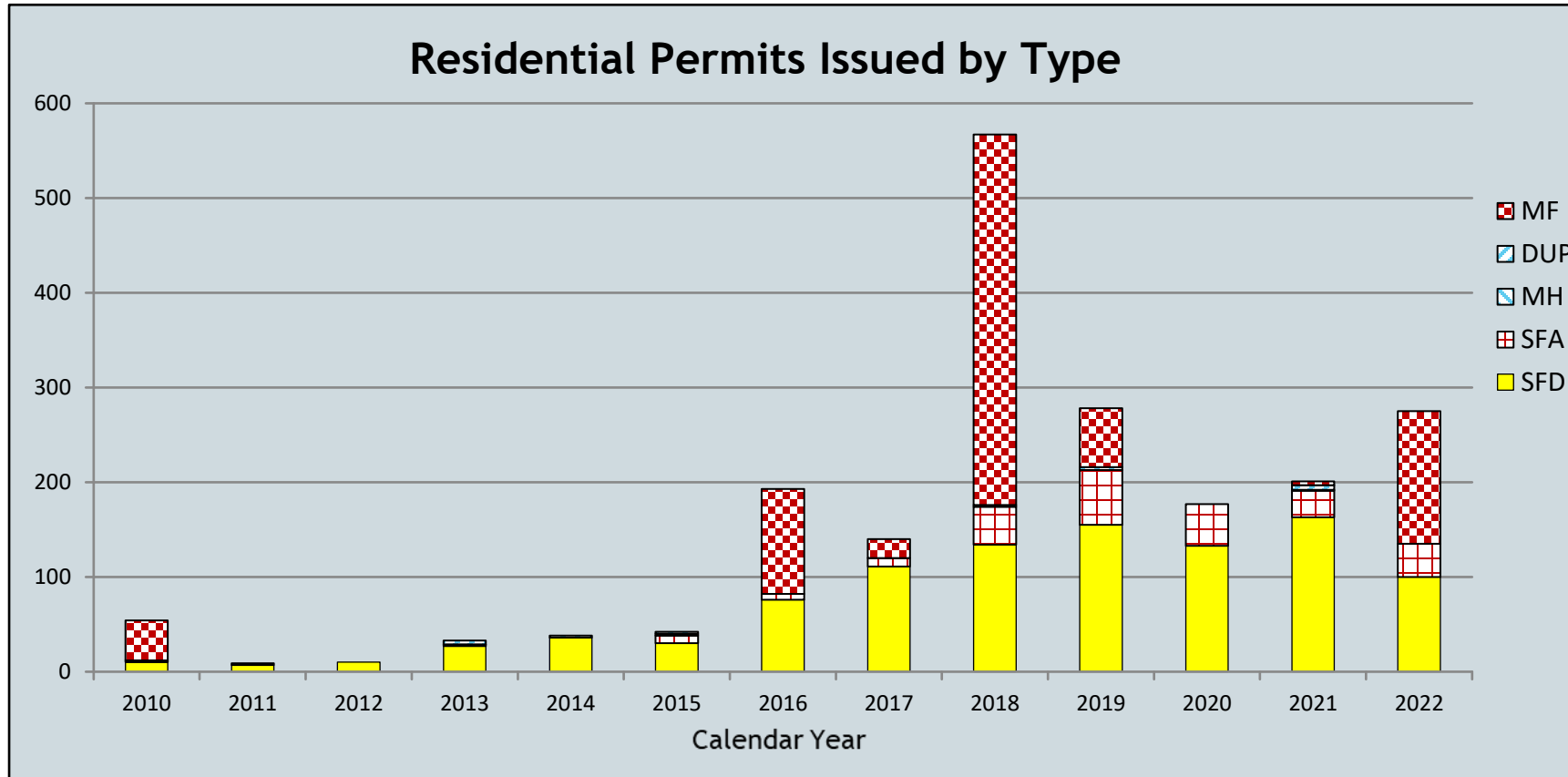
Community Development

BUILDING PERMIT ACTIVITY REPORT



- 2022 Building Permit Valuation YTD total: \$98.19 million

BUILDING PERMIT ACTIVITY REPORT



MF – Multi-Family (3+ attached units)
DUP – Duplex
MH – Manufactured Home
SFA – Single Family Attached
SFD – Single Family Detached

2022 YTD Total: 275 units

- 100 Single Family Detached
- 35 Single Family Attached
- 140 Multi-Family

Internal Finance Committee (Aug 1 - Aug 24, 2022)

➤ General Fund Contingency:

- No transfers from Contingency were approved for this period.

➤ Capital Projects / Extraordinary Maintenance Funds (Undesignated):

- Emergency sewer repairs at Eagle Valley Golf Course - \$34,424
- Fire Station 53 water heater - \$8,338
- Rapid flashing beacon at intersection of Roop and 2nd - \$12,000

Upcoming Agenda Items

- **Public Art Policy**
- **Park Memorial Policy**
- **Truck Routes Ordinance**
- **East William Complete Streets Project - 30% Update**