

**CARSON CITY CONSOLIDATED MUNICIPALITY
NOTICE OF THE MEETING OF THE
BOARD OF SUPERVISORS AND BOARD OF HEALTH**

Day: Thursday
Date: March 5, 2026
Time: Beginning at 8:30 am
Location: Community Center, Robert "Bob" Crowell Board Room
851 East William Street
Carson City, NV 89701

AGENDA

NOTICE TO THE PUBLIC:

Members of the public who wish to view the meeting may watch the livestream of the Board of Supervisors and Board of Health meeting at www.carsoncity.gov/granicus and by clicking on “In progress” next to the meeting date, or by tuning in to cable channel 191. Livestream of the meeting is provided solely as a courtesy and convenience to the public. Carson City does not give any assurance or guarantee that the livestream or cable channel access will be reliable. Although all reasonable efforts will be made to provide livestream, unanticipated technical difficulties beyond the control of City staff may delay, interrupt, or render unavailable continuous livestream capability.

The public may provide public comment in advance of a meeting by written submission to the following email address: publiccomment@carsoncity.gov. For inclusion or reference in the minutes of the meeting, your public comment must include your full name and be submitted via email by not later than 3:00 p.m. the day before the meeting. Public comment during a meeting is limited to three minutes for each speaker.

1. **Call to Order - Board of Supervisors**
2. **Roll Call**
3. **Invocation - Pastor Gavin Jarvis, Living Stones**
4. **Pledge of Allegiance**
5. **Public Comment:****

The public is invited at this time to provide comment on any topic that relates to a matter over which this public body has supervision, control, jurisdiction or advisory power, including any such matter that is not specifically included on the agenda as an action item. No action may be taken on a matter raised during this period for public comment.

6. **For Possible Action: Approval of Minutes**

- 6.a February 5, 2026
[Click Here for Staff Report](#)

Consent Agenda

All matters listed under the consent agenda are considered routine and may be acted upon by the Board of Supervisors with one action and without an extensive hearing. Any member of the Board may request that an item be taken from the consent agenda, discussed and acted upon separately during this meeting. The Mayor, or the Mayor Pro-Tem, retains discretion in deciding whether or not an item will be pulled off the consent agenda.

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 February 20, 2026, per Nevada Revised Statutes ("NRS") 251.030 and 354.290. (Sheri Russell-Benabou, srussell@carsoncity.gov)

[Click Here for Staff Report](#)

8. Purchasing and Contracts

- 8.a For Possible Action: Discussion and possible action regarding Contract No. 26300056 for the Tahoe Douglas Fire Protection District to use Carson City's Regional Fire Training Facility ("Training Facility") during Fiscal Year ("FY") 2026 for an annual fee of \$15,000, which includes the pro-rata share of any academy costs. (Kevin Nyberg, knyberg@carson.org)

[Click Here for Staff Report](#)

- 8.b For Possible Action: Discussion and possible action regarding an interlocal contract between the State of Nevada, for the Nevada Health Authority and Nevada Medicaid (collectively, "NHA"), and Carson City, for the Carson City Fire Department ("CCFD"), allowing CCFD to receive supplemental Medicaid payments in an amount not to exceed \$7,409,811.61 for ground emergency medical transportation ("GEMT") provided during the period beginning July 1, 2026, and ending June 30, 2030. (Carol Akers, cakers@carsoncity.gov and Kevin Nyberg, knyberg@carsoncity.gov)

[Click Here for Staff Report](#)

- 8.c For Possible Action: Discussion and possible action regarding Contract No. 26300231 ("Contract") with Microgenics Corp., part of Thermo Fisher Scientific, Inc., for one onsite urinalysis substance abuse testing machine and testing materials for onsite urinalysis substance abuse testing for 5 years for a total amount of \$120,084.21 per year resulting in a total not to exceed Contract amount of \$600,421.04 with two 1-year renewal options to be funded from the Drug Testing Fees account. (Carol Akers, cakers@carsoncity.gov and Marlina Stone, mstone@carsoncity.gov)

[Click Here for Staff Report](#)

(End of Consent Agenda)

Ordinances, Resolutions, and Other Items

9. Item(s) pulled from the Consent Agenda will be heard at this time.

10. Treasurer

- 10.a For Possible Action: Discussion and possible action: (1) regarding a business impact statement concerning a proposed ordinance revising various provisions of the Utility Ratepayer Assistance Program; and (2) to introduce, on first reading, a proposed ordinance revising various provisions of the Utility Ratepayer Assistance Program. (Andrew Rasor, arasor@carsoncity.gov)
[Click Here for Staff Report](#)

11. Community Development - Planning

- 11.a For Possible Action: Discussion and possible action regarding a recommendation from the Planning Commission to approve a request for a Master Plan amendment to change the Master Plan designation from Industrial and Public/Quasi-Public to Public/Quasi-Public for a 13.91-acre parcel located at 3000 North Lompa Lane, Assessor's Parcel Number ("APN") 008-922-31. (MPA-2026-0004) (Heather Manzo, hmanzo@carsoncity.gov)
[Click Here for Staff Report](#)
- 11.b For Possible Action: Discussion and possible action regarding a recommendation from the Planning Commission to approve a request for a Master Plan amendment to change the Master Plan designation from Public/Quasi-Public to High Density Residential for a 0.42-acre parcel located at 4015 Lepire Drive, Assessor's Parcel Number ("APN") 010-351-14. (Heather Ferris, hferis@carsoncity.gov)
[Click Here for Staff Report](#)
- 11.c For Possible Action: Discussion and possible action regarding a recommendation from the Planning Commission to approve a Master Plan amendment to change the Master Plan designation from Medium Density Residential to Open Space for a 1.11-acre parcel located within the Lompa Ranch North Specific Plan Area ("SPA"), to the south of the southern terminus of Pilot Peak Court, Assessor's Parcel Number ("APN") 004-422-23. (Heather Manzo, hmanzo@carsoncity.gov)
[Click Here for Staff Report](#)

12. Board of Supervisors

Non-Action Items:

City Manager Update

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

13. Public Comment:**

The public is invited at this time to provide comment on any topic that relates to a matter over which this public body has supervision, control, jurisdiction or advisory power, including any such matter that is not specifically included on the agenda as an action item. No action may be taken on a matter raised during this period for public comment.

14. For Possible Action: To Adjourn

Board of Health

15. Call to Order - Board of Health

16. Roll Call

17. Public Comment:**

The public is invited at this time to provide comment on any topic that relates to a matter over which this public body has supervision, control, jurisdiction or advisory power, including any such matter that is not specifically included on the agenda as an action item. No action may be taken on a matter raised during this period for public comment.

18. For Possible Action: Approval of Minutes

- 18.a December 4, 2025
[Click Here for Staff Report](#)

19. Health and Human Services

- 19.a For Possible Action: Discussion and possible action regarding a report from the Carson City Health Officer (“Health Officer”), Dr. Colleen Lyons, concerning Health Officer activities between October 1, 2025, and December 31, 2025. (Jeanne Freeman, jmfreeman@carson.org)
[Click Here for Staff Report](#)
- 19.b For Possible Action: Discussion and possible action regarding a report from Jeanne Freeman, Director of the Carson City Department of Health and Human Services (“CCHHS”), concerning department activities between October 1, 2025, and December 31, 2025, and other ongoing activities. (Jeanne Freeman, jmfreeman@carson.org)
[Click Here for Staff Report](#)

20. Public Comment : **

The public is invited at this time to provide comment on any topic that relates to a matter over which this public body has supervision, control, jurisdiction or advisory power, including any such matter that is not specifically included on the agenda as an action item. No action may be taken on a matter raised during this period for public comment.

21. For Possible Action: To Adjourn as the Board of Health

Closed Non-Meeting to Confer with Management Representatives and Counsel:

Following a recess or adjournment, the Carson City Board of Supervisors may gather to meet with its management representatives or to receive information from an attorney employed or retained by the City regarding potential and/or existing litigation involving matters over which the public body has supervision, control, jurisdiction or advisory power and to deliberate toward decisions on the matters.

****PUBLIC COMMENT LIMITATIONS** - The Mayor and Supervisors meet at various times as different public bodies: the Carson City Board of Supervisors, the Carson City Liquor and Entertainment Board, the Carson City Redevelopment Authority, and the Carson City Board of Health. Each, as called to order, will provide at least two public comment periods in compliance with the minimum requirements of the Open Meeting Law prior to adjournment. No action may be taken on a matter raised under public comment unless the item has been specifically included on the agenda as an item upon which action may be taken. **Public comment will be limited to three minutes per speaker**

to facilitate the efficient conduct of a meeting and to provide reasonable opportunity for comment from all members of the public who wish to speak. Testimony from a person who is directly involved with an item, such as City staff, an applicant or a party to an administrative hearing or appeal, is not considered public comment and is not subject to the three-minute time limitation.

Agenda Management Notice - Items on the agenda may be taken out of order; the public body may combine two or more agenda items for consideration; and the public body may remove an item from the agenda or delay discussion relating to an item on the agenda at any time.

Titles of agenda items are intended to identify specific matters. If you desire detailed information concerning any subject matter itemized within this agenda, you are encouraged to call the responsible agency or the City Manager's Office. You are encouraged to attend this meeting and participate by commenting on any agenda item.

Notice to persons with disabilities: Members of the public who are disabled and require special assistance or accommodations at the meeting are requested to notify the City Manager's Office in writing at 201 North Carson Street, Carson City, NV, 89701, or by calling (775) 887-2100 at least 24 hours in advance.

To request a copy of the supporting materials for this meeting contact Alexis Philippi aphilippi@carsoncity.gov or call (775) 887-2100.

This agenda and backup information are available on the City's website at www.carsoncity.gov/agendas and at the City Manager's Office - City Hall, 201 N. Carson Street, Ste 2, Carson City, Nevada (775) 887-2100.

This notice has been posted at the following locations:
City Hall 201 North Carson Street
Community Center 851 East William Street
www.carsoncity.gov/agendas
<http://notice.nv.gov>



STAFF REPORT

Report To:

Meeting Date:

March 5, 2026

Staff Contact:

Agenda Title: February 5, 2026

Agenda Action: Formal Action / Motion

Time Requested:

Proposed Motion

I move to approve the minutes for February 5, 2026

Board's Strategic Goal

Previous Action

Background/Issues & Analysis

Applicable Statute, Code, Policy, Rule or Regulation

Financial Information

Is there a fiscal impact? No

If yes, account name/number:

Is it currently budgeted? No

Explanation of Fiscal Impact:

Alternatives

Attachment(s):

[02-05-2026 Draft Minutes \(BOS\).pdf](#)

Motion: _____

1) _____
2) _____

Aye/Nay

(Vote Recorded By)

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A regular meeting of the Carson City Board of Supervisors was scheduled for 8:30 a.m. on Thursday, February 5, 2026 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 Curtis Horton, Ward 3
Supervisor Lisa Schuette, Ward 4

STAFF:

Glen Martel, City Manager
Dan Yu, Assistant District Attorney
Scott Hoen, Clerk-Recorder
Stephanie Hicks, Deputy City Manager
Briana Munoz, Senior Public Meetings Clerk

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

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

(8:30:08) – Mayor Bagwell called the meeting to order at 8:30 a.m. Mr. Hoen called roll and noted the presence of a quorum. Pastor Peggy Locke of Fountainhead Four Square delivered the invocation and Jack Robb led the Pledge of Allegiance.

5. PUBLIC COMMENT

(8:33:28) – Mayor Bagwell entertained public comments. Deni French, a Carson City resident, noted his submission of written public comment regarding a parks and rec matter and suggested aligning Board of Supervisor meetings with other board meetings to allow public to attend meetings live.

(8:35:32) – Sandra Owens, a Carson City resident, shared concerns regarding the proposed new City Hall, emphasizing that it is a major civic decision with long-term financial and infrastructure impacts. Ms. Owens noted that the Planning Commission (PC) and public had not been presented with City office space needs. She expressed concerns that the project was being treated as an assumption rather than a proposal and called for transparency, public input, and full disclosure before committing to the project.

6. FOR POSSIBLE ACTION: APPROVAL OF MINUTES

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6.a JANUARY 6, 2026

(8:37:54) – Mayor Bagwell introduced the item and entertained comments and/or corrections for the minutes of the January 6, 2026 meeting. Supervisor Giomi noted a correction on the spelling of resident Tom Grundy’s name.

(8:38:16) – **MOTION: Supervisor Giomi moved to approve the minutes of the January 6, 2026, Carson City Board of Supervisors meeting, as corrected. The motion was seconded by Supervisor Schuette and carried 5-0-0.**

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

7. SPECIAL PRESENTATIONS

7.a PROCLAMATION AND PRESENTATION OF THE EMPLOYEE-OF-THE-QUARTER AWARD TO CHARLENE FOERSCHLER.

(8:38:33) – Mayor Bagwell invited the Board to join her on the Boardroom floor and read into the record a proclamation to award Advanced Practice Registered Nurse Charlene Foerschler as the Employee of the Quarter. Sheriff Ken Furlong praised Ms. Foerschler for her hard work and dedication. Ms. Foerschler thanked her Department and the Carson City Sheriff’s Office (CCSO) for their support. She also joined her colleagues and the Board for a commemorative photograph.

CONSENT AGENDA

(8:42:44) – Mayor Bagwell introduced the item and entertained items that the Board wished to pull from the Consent Agenda. When none were forthcoming, she entertained a motion.

(8:55:53) – **MOTON: Supervisor Giomi moved to approve the Consent Agenda consisting of items 8.a, 9.a, 9.b, 10.a, 11.a, 12.a. Supervisor Horton seconded the motion. The motion carried 5-0-0.**

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

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8. COMMUNITY DEVELOPMENT

8.a FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING THE PROPOSED CLOSURE OF WEST CURRY STREET FROM 4TH STREET TO WEST KING STREET, AND WEST 2ND STREET FROM SOUTH CARSON STREET TO SOUTH NEVADA STREET, FOR ENGINES FOR ANGELS, A SPECIAL EVENT TO BE HELD ON JUNE 13, 2026.

9. FINANCE

9.a FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING AN APPLICATION TO REMOVE \$478,541.41 IN UNCOLLECTIBLE ACCOUNTS RECEIVABLE FROM THE RECORDS OF THE AMBULANCE FUND.

9.b 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 JANUARY 23, 2026, PER NEVADA REVISED STATUTES ("NRS") 251.030 AND 354.290.

10. HEALTH AND HUMAN SERVICES

10.a FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING (1) AN INTERLOCAL CONTRACT ("CONTRACT") BETWEEN CARSON CITY ON BEHALF OF ITS DEPARTMENT OF HEALTH AND HUMAN SERVICES ("CCHHS") AND DOUGLAS COUNTY REGARDING THE ALLOCATION OF \$39,981 OF AMERICAN RESCUE PLAN ACT COMPREHENSIVE REPRODUCTIVE SERVICES ("ARPA CRS") FUNDING TO SUPPORT FAMILY PLANNING SERVICES IN DOUGLAS COUNTY; AND (2) AUTHORIZATION FOR THE CCHHS DIRECTOR TO EXECUTE THE SUBAWARD.

11. PUBLIC WORKS

11.a FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING A PROPOSED COOPERATIVE AGREEMENT ("AGREEMENT") BETWEEN CARSON CITY ("CITY"), THE STATE OF NEVADA ("STATE") AND STOREY COUNTY, WITH THE AGREEMENT OBLIGATING THE CITY TO COOPERATE ON MARLETTE LAKE WATER SYSTEM ("SYSTEM") PROJECT SUBMITTALS BY SPONSORING AN APPLICATION FOR APPROVAL OF WATER PROJECT ON BEHALF OF THE DEPARTMENT OF ADMINISTRATION STATE PUBLIC WORKS DIVISION ("SPWD") FOR SUBMITTAL TO THE NEVADA DIVISION OF ENVIRONMENTAL PROTECTION, BUREAU OF SAFE DRINKING WATER ("BSDW") AT NO COST TO THE CITY.

12. PURCHASING AND CONTRACTS

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12.a FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING CONTRACT NO. 26300191 (“CONTRACT”) FOR DLR GROUP INC. (“DLR”) TO PROVIDE DESIGN SERVICES FOR THE JUVENILE DETENTION AND PROBATION CENTER REMODEL PROJECT (“PROJECT”) FOR AN AMOUNT NOT TO EXCEED \$1,245,625.

END OF CONSENT AGENDA

ORDINANCES, RESOLUTIONS, AND OTHER ITEMS

15. Item(s) pulled from the Consent Agenda will be heard at this time.

13. FINANCE

13.a FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING A RESOLUTION TO AUGMENT AND AMEND THE CARSON CITY FISCAL YEAR ("FY") 2025-26 BUDGET IN THE AMOUNT OF \$190,247,502.

(8:43:16) – Mayor Bagwell introduced the item. Ms. Russell-Benabou referenced the Staff Report and Supporting Materials, all of which are incorporated into the record, and provided background. Ms. Russell-Benabou reported that the total budget is \$187 million with \$7.177 million coming from the general fund, noting allocations for contingency, street and highway funds, capital projects, software maintenance, professional services, and extraordinary court cases. She explained that most of the \$23 million in the capital projects fund would be carried forward to support 2027 capital needs, including \$1.4 million in interest. Ms. Russell-Benabou went over other funds, noting \$13 million in grants being carried over, \$11.3 million in infrastructure tax funds, \$9.7 million in corridor project carryovers, \$10 million in extraordinary maintenance, and \$10.7 million for space needs savings.

(8:49:34) – In response to Mayor Bagwell, Ms. Russell-Benabou confirmed that after budget augmentations, all funds are meeting financial targets, with the general fund slightly below the original 15.5 percent target at 15.2 percent. She clarified that the extraordinary maintenance fund has been saving for years to address the juvenile facility project to ensure compliance with the Prison Rape Elimination Act (PREA).

(8:51:53) – MOTION: Supervisor Schuette moved to adopt Resolution 2026-R-4 as amended on the record. Supervisor Horton seconded the motion. The motion carried 5-0-0.

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

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14. COMMUNITY DEVELOPMENT

14.a FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING THE HISTORIC RESOURCES COMMISSION ("HRC") ANNUAL REPORT FOR 2025.

(8:52:24) – Mayor Bagwell introduced the item. Planning Manager Heather Ferris referenced the Staff Report and Supporting Materials, all of which are incorporated into the record. She turned the item over to Historic Resources Commission Chair Mike Drews. Mr. Drews referenced the 2025 Historic Resources Commission (HRC) Annual Report, which is incorporated into the record. He provided background information on the HRC, which is comprised of seven members including historic building design and cultural resource professionals. Mr. Drews shared that seven meetings were held in 2025, with 39 applications received and 19 approved administratively, adding that administrative approvals included projects related to re-roofing, fencing, signage, and other minor maintenance in the Historic District. He stated that Jed Block and Bobbi Benson received the 2025 Historic Preservation Awards and highlighted the Historic Resources Scavenger Hunt, in coordination with National Historic Preservation Month, which focused on front entries, porches, entry doors and sidewalks, and transportation features within the Historic District. Mr. Drews reported that the scavenger hunt resulted in 22 submissions, with John Chamberlain winning a lunch at the Fox Brew Pub for a completely correct submission. He noted collaboration with the State Historic Preservation Office to receive funding for the National Alliance to Preservation Commissions Forum, mentioning an upcoming work program on historic windows and development standards. Mr. Drews thanked the Board for their support. Mayor Bagwell questioned why windows were considered an issue and Mr. Drews explained the difficulty in finding historic window manufacturers, emphasizing the need for balance between energy efficient windows while maintaining the historic character of a home. Mayor Bagwell announced that Jed Block's house would be the Carson City Historical Building Ornament collectable for 2026. Supervisor Horton commended Mike Drews and the HRC for all of their efforts.

(8:59:02) – Mayor Bagwell entertained public comments. Mr. French expressed his appreciation for the HRC and their involvement and knowledge on historic buildings.

(8:59:34) – MOTION: Supervisor Horton moved to accept the annual report. Supervisor Giomi seconded the motion. The motion carried 5-0-0.

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

15. CITY MANAGER

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15.a FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING A RECOMMENDATION FROM THE PLANNING COMMISSION TO DENY A REQUEST FOR A MASTER PLAN AMENDMENT TO CHANGE THE MASTER PLAN'S (1) TEXT OF POLICY DTMU 1.6 BY REMOVING REFERENCE TO THE STATE OFFICE COMPLEX EXPANSION; (2) TEXT OF POLICY 6.3B BY REMOVING THE STATE OFFICE COMPLEX FROM THE DOWNTOWN CHARACTER AREA; AND (3) EXHIBIT OF THE DOWNTOWN CHARACTER AREA MAP BY REMOVING THE STATE OFFICE COMPLEX FROM THIS MAP.

(8:59:59) – Mayor Bagwell introduced the item. City Manager Glen Martel referenced the Staff Report and Supporting Materials, all of which are incorporated into the record, and stated that there was sufficient evidence to support Finding 3, which reads: *The proposed amendment identifies or addresses changes in conditions that have occurred since the master plan was adopted by the Board of Supervisors and the amendment will represent a more desirable use of land.*

Mr. Martel acknowledged the State of Nevada's long-term planning efforts throughout each of the two legislative sessions and provided reasons for denial of the Planning Commission (PC)'s recommendation to deny the proposed Master Plan Amendment including the Nevada State Office Complex's connection to the City's existing and proposed pedestrian walkways, preservation of historic structures, and landscaping features that support City goals. He contended that partnership with the State and retention of 1,200 jobs in Carson City would provide an annual economic impact of \$30 million. Mr. Martel stated that the State's commitment and economic benefit to the City supported approving the Master Plan Amendment request, with the underlying zoning and engineering requirements remaining in place. He added that the request has no appreciable bearing on the quality and safety of the proposed campus. Mr. Martel turned the item over to Jack Robb and Brian Walker of the State of Nevada.

(9:08:08) – Jack Robb, Chief Innovation Officer with the State of Nevada, went over the project's significance, noting that the State has 71 leases in Carson City, totaling 706,000 square feet, with 2,906 employees in leased office space. Mr. Robb added that 50 of those leases would come prior to September 2027. He stated that on a statewide average over 50 percent of the State's lease property is owned by non-resident owners or corporations, noting that once the lease payment is paid off, the money stays within the state. Mr. Robb noted that the City and the State had gone through long public improvement processes that benefit citizens and employees and pointed out a lack of communication between the two entities despite sharing similar goals. He emphasized that the State had been planning a Capitol Mall for decades, noting that the Richard H. Bryan Building was built over 20 years ago. Mr. Robb highlighted the State's desire for cooperation and trust with counties and cities, citing the State's removal of abandoned buildings in the Capitol Complex area as cooperation. He noted that the State was looking to return the 12.27-acre armory property to the tax rolls and dispose of it, allowing the City to collect property taxes for future commercial development. Mr. Robb acknowledged the mutual support required between the City and State, highlighting the State's commitment to contribute over \$100 million for downtown through projects and described the State's incoming project for four downtown buildings, bringing over 1,300 employees to the downtown area. He emphasized that a quality work environment and location were crucial for employee retention. Mr. Robb stated that the project design focused on building safety and crime prevention through environmental design, emphasizing that the Capitol Mall would serve as a quality location for visitors and residents to walk and enjoy. Mr. Robb turned the item over to Brian Walker with the State of Nevada.

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(9:14:32) – Brian Walker, Deputy Administrator of the State Public Works Division, provided background on the history and process of the State Office Complex Master Plan, noting that the document was updated periodically, with the last update made in 2022 with a key recommendation for transitioning State employees into State-owned buildings. Mr. Walker highlighted the time and effort involved in the planning process before bringing the design plans to the City, adding that in December 2025, the State learned the City intended to amend its Master Plan text to adjust term jurisdiction, which prompted the State's request for removal from the Downtown Character Map. He emphasized that the State's request was not intended to bypass standard procedural processes and clarified its intent to be part of the City's Master Plan while focusing on its own pathway. Mr. Walker contended that the State believed removing the State Office Complex from the Downtown Character Map would provide flexibility to develop the area outlined in its own master plan. He referenced Section 6.3d in the City's Master Plan, which recognizes and encourages support of the State's master plan, adding that removing the State Office Complex from the City's Master Plan acknowledges the State's role as a separate public body with its own authority. Mr. Walker emphasized that the State was only looking to be removed from the map, not the entire Master Plan or process, and still desired to work collaboratively with the City on the Master Plan and future projects. Mr. Walker reiterated that the State has a vision for the Capitol complex to provide a centralized, pedestrian friendly environment for State employees and residents that aligns with the goals of the City's Master Plan.

(9:24:00) – Mayor Bagwell requested more evidence from the State showcasing that it was already in the process of project planning before the City adopted its Master Plan. Mr. Walker clarified that the timeline and planning for demolition began in 2022, received funding in summer 2023, adding that the process started before the State read the City's Master Plan. Mr. Walker explained that the State conducted the demolition project in preparation for future structures, with final permits and bids obtained in spring of 2025 and demolition completed in fall 2025.

(9:25:28) – Mayor Bagwell emphasized the importance of determining whether Finding 3 could be met and asked whether the State was aware of certain considerations before the City completed its Master Plan. She cited the PC's concerns with not receiving details from the State's master plan and inquired if the State had an easily accessible document of its master plan. Mr. Robb clarified that a document of the State's master plan exists but had been updated to reflect different considerations for buildings. He highlighted the State's emphasis on prolonged planning. Mayor Bagwell inquired about the number of State employees expected to be housed through the State's master plan and requested a timeline for project phasing and plans. She sought clarification on the State's future partnership with the City and long-term goals for the Capitol parcel. Mr. Robb went over the design plans of the two buildings identified in the current project presented to the Board, noting a square footage of 128,000 for both buildings, with each building housing 401 individuals. He described future plans including a third building, which would mirror the two buildings in size and floor plan and would house approximately 400 to 410 employees. Mr. Robb noted a three-story building with a parking garage between the existing Bryan Building and the third building, serving as an executive office for leadership of different agencies. Mr. Robb highlighted the importance of parking due to limited parking in the area, noting that the parking garage design includes 734 parking spaces for the 802 employees in the first two buildings, with the State requiring an approximate 80 percent parking ratio. He stated that each parking garage costs a minimum of \$35,000 to build, with some locations reaching \$50,000 depending on soil conditions. Mayor Bagwell inquired about lease locations and employee relocations. Mr. Robb explained that the State faces a major challenge with incremental growth, which forces agencies into 7 to 10-year leases. He added that when spaces are outgrown, agencies have to find additional leases, resulting in operations out of different buildings scattered throughout town. Mr. Robb specified that the State Department of Health and Human Services would be relocated from multiple current

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locations into the two new buildings, along with the State Technology Department. Mr. Robb emphasized that the State cannot build its way out of needing 700,000 square feet in the City and must continue working with landlords while consolidating agencies, with the goal of co-locating agencies that are currently spread across multiple buildings into single locations. He provided past examples of the State consolidating buildings including the relocation of the State Department of Taxation, Cannabis Compliance Board, and the Aging and Disability Services divisions.

PUBLIC COMMENT

(9:31:32) – Mayor Bagwell entertained public comment. Kathleen Beasley, a Carson City resident, noted that she had submitted written public comment, which is incorporated into the record. Ms. Beasley criticized the City Manager staff report, noting that it lacked surface plausibility and believed the City knew of the State’s plans prior to master plan adoption. She argued that Finding 3 remained unmet because the amendment did not demonstrate changed conditions and urged the Board to uphold the Planning Commission’s recommendation.

(9:34:58) – Sandra Owens, a Carson City resident, stated that trust between residents and their government was being undermined by partial information, inconsistent explanations, and that the City was being asked to commit without full transparency. Ms. Owens said residents bear the impacts of decisions and that reversing a unanimous Planning Commission vote without new evidence undermined public process.

(9:38:49) – Mayita Sanchez, a Carson City resident, stated that her comments were process-focused rather than opposed to the project, urging that the State’s need be addressed in a transparent manner within the framework of the City’s Master Plan rather than by exempting the project. Ms. Sanchez emphasized the need to honor public processes and project review methods, and to resist creating a two-tier system that would sideline City planning standards.

(9:41:40) – Paula Peters, a Carson City resident, stated that the report found the State failed to meet Finding 3 and maintained that nothing had changed since the plan’s adoption and therefore Finding 3 remained unmet. Ms. Peters believed that State employees would not reside in Carson City and suggested that the State consider locating its facilities outside of Carson City.

(9:42:34) – Deni French, a Carson City resident, questioned the State’s requested exclusion from the Downtown Character Map, raised environmental concerns including potential heat islands, view obstruction, and loss of natural resources, and asserted the State had not provided justification for the requested changes or design impacts. Mr. French urged the Board to uphold the Planning Commission’s recommendation.

(9:45:24) – Mayor Bagwell declared a recess at 9:45 a.m.

(9:54:51) – Mayor Bagwell reconvened the meeting at 9:54 a.m.

(9:55:09) – Mayor Bagwell sought to focus the discussion on Finding 3, noting that Findings 1, 2, 4, and 5 had been met. Ms. Sullivan responded to clarifying questions, stating that the subject property, which has a public zoning designation, would require a special use permit (SUP). She clarified that when the State pursues development of any land, the City will look at the special use permit and findings of fact, while applying the

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standards of the City's Master Plan to the project. Ms. Sullivan stated that if the State is removed from the Downtown Character Map, the downtown standards would no longer apply, though the State will still need a SUP. Ms. Sullivan emphasized that the State was seeking a particular design based on safety and flexibility, which the State found to be inconsistent with the City's downtown standards.

(10:04:40) – Supervisor Giomi noted public concerns regarding costs and infrastructure and clarified that local funds were not part of the construction. He described the unique relationship between the City and State, adding that he was conflicted and couldn't determine whether the State's design met existing downtown standards.

(10:14:25) – Mayor Bagwell focused on Finding 3, explaining that page 58 of the City's Master Plan originally stated the State was not within the City's jurisdiction, which was later determined to be an error. She argued that this represented a changed condition since the State had relied on that incorrect information during its design process. Mayor Bagwell described the core issue as centering around the parking lot design that the PC had determined as not meeting downtown standards, while the State maintained it was necessary for safety reasons. She noted that staff had made findings supporting the project through mitigation measures, landscaping, and buffering. Mayor Bagwell indicated that the State had substantially met the findings and emphasized the State's \$111 million investment and the importance of maintaining over 1,200 jobs in the City.

(10:27:12) – Supervisor Horton emphasized the importance of collaborating with the State, drawing on 40 years of partnership on various projects. Supervisor Schuette asked whether removing the property from the downtown mixed-use designation would change the State's master plan, expressing public concerns about potential for unlimited building heights Mr. Robb assured that the State wouldn't build excessively tall structures and wanted buildings that fit with the Capitol area. Mayor Bagwell asked about the project timeline and Mr. Robb stated that if approved, construction would begin in March 2026 with a ribbon cutting planned for May 2027 while the legislature was still in session.

(10:38:19) – MOTION: Mayor Bagwell moved to not accept the Planning Commission's recommendation to the Board of Supervisors to deny the requested Master Plan Amendment and further move to approve without modification the original request for amendment based on the record of the Planning Commission meeting on January 28, 2026, including evidence on the record, as well as the ability to make all the finding as discussed on the record. Supervisor Schuette seconded the motion.

(10:39:24) – Supervisor White raised concerns regarding the Notice of Public Hearing for the BOS and PC, with Assistant District Attorney Dan Yu acknowledging a defect in the published notice, which incorrectly publicized the presented item as an introduction of a proposed ordinance, and contended that the defect was not material since the public was properly informed of the substance of what would be discussed during the meeting.

(10:41:34) – Supervisor Schuette expressed contentment with the process, adding that the additional information and reassurance presented by the State helped justify the findings.

(10:44:36) – Supervisor White argued that the matter was a major amendment beyond what the community wanted in the City Master Plan and stated the only changed condition since the adoption of the Master Plan was the State realizing it should have been more engaged in the process. He felt that the amendment did not comply with Nevada Revised Statutes and Carson City Municipal Code and therefore could not accept the finding.

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(10:48:50) – Mayor Bagwell called for a vote. The motion carried 3-2-0.

RESULT:	APPROVED (3-2-0)
MOVER:	Mayor Bagwell
SECONDER:	Supervisor Schuette
AYES:	Supervisors Horton, Schuette, and Mayor Bagwell
NAYS:	Giomi, White
ABSTENTIONS:	None
ABSENT:	None

16. BOARD OF SUPERVISORS

NON-ACTION ITEMS:
CITY MANAGER UPDATE
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

(10:49:20) – Supervisor Giomi announced the Carson City Lights event on February 6, 2025 at Mills Park, sponsored by the Brewery Arts Center and the Cultural and Tourism Authority (CTA), noting that tickets could be purchased through the CTA website.

17. PUBLIC COMMENT

(10:51:12) – Mayor Bagwell entertained final public comments. Deni French stated that he was disappointed with the lack of information provided to the public prior to the meeting. Mr. French expressed concerns that with discussions occurring individually and leaving other members of the public uninformed. He questioned the urgency for the amendment and why the matter did not follow a special use permit process. Mr. French stated that he did not object to a parking lot but was concerned about proposed structures, traffic impacts, and environmental effects.

(10:54:35) – Sandra Owens expressed concerns that the only assurance received was from one individual from the State and questioned what would occur if future leadership changes. Ms. Owens stated that the entire process should have gone through a special use permit and returned to the Planning Commission, rather than being exempt from the downtown standards. She noted that the City had invested significant time and money into the downtown process with the public highly involved in the process. Ms. Owens felt the decision gave away the City's rights and believed it was a mistake.

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(10:55:48) – Mayor Bagwell clarified for the record that the State remains subject to the special use permit process, although exempt from certain downtown rules, the State was still required to comply with building height limits, setbacks, and other applicable standards.

18. FOR POSSIBLE ACTION: TO ADJOURN

(10:56:24) – Mayor Bagwell adjourned the Board of Supervisors meeting at 10:56 a.m.

CLOSED NON-MEETING TO CONFER WITH MANAGEMENT REPRESENTATIVES AND COUNSEL.

This item did not take place.

The Minutes of the February 5, 2026, Carson City Board of Supervisors meeting are so approved on this 5th day of March, 2026.

ATTEST:

LORI BAGWELL, Mayor

WILLIAM SCOTT HOEN, Clerk-Recorder



STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** March 5, 2026

Staff Contact: Sheri Russell-Benabou, 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 February 20, 2026, per Nevada Revised Statutes ("NRS") 251.030 and 354.290. (Sheri Russell-Benabou, srussell@carsoncity.gov)

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

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.carsoncity.gov. 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 February 20, 2026. 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.

Please note, the Commissary Fund is showing negative cash in the Carson City Investment Pool, which is rare. Finance spoke with the Sheriff's administrative staff, who identified an oversight in failing to execute the monthly revenue transfer from the Outside Restricted Bank Account (where revenues are deposited) to the Carson City Investment Pool (where Commissary Supplies are purchased). A transfer will be completed monthly, prior to the 15th of the month from now on, so the Carson City Investment Pool remains positive.

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? No

Explanation of Fiscal Impact: N/A

Alternatives

N/A

Attachment(s):

[BOS Cash Report 2-20-2026.pdf](#)

Motion: _____

1) _____
2) _____

Aye/Nay

(Vote Recorded By)

CONDITION OF THE TREASURY REPORT

CASH ACTIVITY BETWEEN 2/6/2026 & 2/20/2026

FUND	FUND NAME	BEGINNING BALANCE	RECEIPTS	DISBURSEMENTS	ENDING BALANCE
101	GENERAL FUND	\$ 31,985,996.14	\$ 736,842.80	\$ 6,504,062.35	\$ 26,218,776.59
201	AIRPORT FUND	-	529,680.59	529,680.59	-
202	COOPERATIVE EXTENSION FUND	578,984.08	1,935.51	-	580,919.59
208	SUPPLEMENTAL INDIGENT FUND	3,320,165.80	17,389.57	150,779.59	3,186,775.78
210	CAPITAL PROJECTS FUND	30,889,049.09	9,209.87	198,901.99	30,699,356.97
215	SENIOR CENTER FUND	674,062.94	7,560.78	32,095.72	649,528.00
225	CARSON CITY TRANSIT FUND	224,071.99	370,966.13	352,227.38	242,810.74
230	LIBRARY GIFT FUND	178,421.48	213.22	31,156.51	147,478.19
235	LANDSCAPE MAINTENANCE FUND	753,532.64	875.19	11,960.99	742,446.84
236	ADMINISTRATIVE ASSESSMENT FUND	23,654.84	203.00	-	23,857.84
237	NEIGHBORHOOD IMPROVEMENT DISTRICTS	226,593.26	137,581.77	129.74	364,045.29
240	TRAFFIC/TRANSPORTATION FUND	18,210.14	60.00	36.12	18,234.02
245	CAMPO FUND	46,234.87	-	5,826.68	40,408.19
250	REGIONAL TRANSPORTATION FUND	10,263,355.33	131,271.72	89,505.41	10,305,121.64
253	V & T INFRASTRUCTURE FUND	4,412,350.30	-	1,835.66	4,410,514.64
254	QUALITY OF LIFE FUND	9,948,749.96	-	103,865.69	9,844,884.27
256	STREET MAINTENANCE FUND	775,061.95	-	173,389.50	601,672.45
275	GRANT FUND	2,837,436.52	158,674.86	497,777.80	2,498,333.58
280	COMMISSARY FUND	3,142.33	-	18,999.18	(15,856.85) ¹
287	911 SURCHARGE FUND	477,632.35	-	6,547.85	471,084.50
310	INFRASTRUCTURE TAX FUND	7,458,162.43	-	21,101.85	7,437,060.58
340	EXTRAORDINARY MAINTENANCE FUND	13,577,760.67	-	-	13,577,760.67
350	RESIDENTIAL CONSTRUCTION TAX FUND	1,725,890.99	-	-	1,725,890.99
410	DEBT SERVICE FUND	1,197,957.46	-	-	1,197,957.46
501	AMBULANCE FUND	6,255,090.39	123,690.95	192,598.27	6,186,183.07
505	STORMWATER FUND	3,760,129.26	132,829.99	33,431.26	3,859,527.99
510	WASTEWATER FUND	39,850,630.90	664,767.81	278,078.05	40,237,320.66
520	WATER FUND	27,649,024.95	558,619.74	369,275.09	27,838,369.60
525	BUILDING PERMITS FUND	2,152,687.19	24,449.67	40,422.04	2,136,714.82
530	CEMETERY FUND	584,707.48	13,999.79	4,482.55	594,224.72
560	FLEET MANAGEMENT FUND	267,761.63	-	254,352.10	13,409.53
570	GROUP MEDICAL INSURANCE FUND	424,916.94	441,206.60	134,351.98	731,771.56
580	WORKERS COMPENSATION FUND	2,935,063.86	200,591.31	79,400.76	3,056,254.41
590	INSURANCE FUND	1,786,678.11	-	8,379.49	1,778,298.62
602	REDEVELOPMENT ADMINISTRATIVE FUND	200,567.04	-	13,497.81	187,069.23
603	REDEVELOPMENT REVOLVING FUND	9,468,764.93	-	53,457.92	9,415,307.01
604	REDEVELOPMENT TAX INCREMENT FUND	3,273,673.89	25,999.08	-	3,299,672.97
730	SCHOOL DEBT FUND	18,623,002.06	68,732.87	5,000.00	18,686,734.93
740	CARSON CITY TOURISM AUTHORITY	5,389,322.45	71,348.69	116,957.92	5,343,713.22
748	CARSON CITY SCHOOL OPERATING FUND	2,531,986.23	113,409.61	2,477,624.61	167,771.23
750	STATE OF NEVADA FUND	835,513.13	132,393.38	65,633.02	902,273.49
752	RANGE IMPROVEMENT FUND	131.71	-	-	131.71
756	EAGLE VALLEY WATER DISTRICT FUND	72.97	6.47	-	79.44
760	WATER SUB-CONSERVANCY FUND	74,882.97	39,407.34	139,206.85	(24,916.54) ²
765	FISH AND GAME FUND	6,875.93	-	-	6,875.93
770	FORFEITURE ACCOUNT	75,408.26	-	-	75,408.26
780	DOWNTOWN NEIGHBORHOOD IMPROV. DIST.	133,068.27	-	133,068.27	-
793	CONTROLLER'S TRUST FUND	1,045.66	-	-	1,045.66
850	CARSON CITY OPEB TRUST FUND	5,571,605.99	103,672.97	1,308.88	5,673,970.08
TOTAL		\$ 253,449,089.76	\$ 4,817,591.28	\$ 13,130,407.47	\$ 245,136,273.57

¹ Timing difference - awaiting deposit of commissary sale revenue.

² Timing difference - awaiting payroll expense reimbursement.



STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** March 5, 2026

Staff Contact: Carol Akers, Purchasing and Contracts Administrator and Kevin Nyberg, Acting Fire Chief

Agenda Title: For Possible Action: Discussion and possible action regarding Contract No. 26300056 for the Tahoe Douglas Fire Protection District to use Carson City’s Regional Fire Training Facility (“Training Facility”) during Fiscal Year (“FY”) 2026 for an annual fee of \$15,000, which includes the pro-rata share of any academy costs. (Kevin Nyberg, knyberg@carson.org)

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

Proposed Motion

I move to approve the contract as presented and authorize the Acting Fire Chief to execute it.

Board's Strategic Goal

Safety

Previous Action

November 20, 2025 (Item 11.a) – The Board of Supervisors (“Board”) approved contracts with the Lake Tahoe Community College, Truckee Meadows Fire Protection District and City of Sparks to use the Training Facility during FY 2026.

September 4, 2025 (Item 10.a) – The Board approved contracts with the Central Lyon County Fire Protection District, East Fork Fire Protection District, North Tahoe Fire Protection District, Storey County Fire Protection District, Tahoe Douglas Fire Protection District and Southwest Gas to use the Training Facility during FY 2026.

Background/Issues & Analysis

Carson City has the privilege of owning a robust firefighting training area that contains a variety of training props, buildings and a classroom. A training area of this extent is not common to many agencies in the area. By opening the grounds to surrounding agencies, the City provides an opportunity for others to receive the same quality training that Carson City’s Fire Department receives. On any given day, there can be several agencies, alongside Carson City’s Fire Department, at the Training Facility working to improve their skills and abilities. Training with other agencies also provides better cohesion for future incidents where mutual aid may be required.

Approximately 20 agencies utilize the City’s Training Facility in a typical year. The City’s contract template for the use of the Training Facility has been updated to increase the fees users pay for access to the facility, covering its maintenance costs and providing funding for future capital needs. The annual

fees comprise an annual operations fee, which is a flat fee of \$5,000. If the entity participates in the regional fire academy, an additional \$5,000 is owed. Tahoe Douglas Fire Protection District will pay an annual capital improvement fee of \$5,000 for (0 - 50 members).

Applicable Statute, Code, Policy, Rule or Regulation

NRS 277.180

Financial Information

Is there a fiscal impact? Yes

If yes, account name/number: General Fund, Fire Training Facility Usage Fees (Revenue) 1012080-437651

Is it currently budgeted? Yes

Explanation of Fiscal Impact: As stated in section 12.3 of this agreement, the City shall set aside 90% of fees collected per contract for direct operation, maintenance, and Capital Improvement and replacement of the facility (training grounds). The additional 10% collected will be placed in the Carson City General Fund to cover administrative costs associated with the training grounds including billing, scheduling, and maintenance.

Total Facility Operations, non-capital maintenance and administrative costs are approximately 70% of the \$5,000 flat user fee discussed in paragraph 12.5.1 charged to each agency (this includes the 10% administration cost as well as other operating costs). The remaining 30% of the flat user fees, capital fees spelled out in paragraph 12.5.2, and any other capital fees will be restricted for Capital Improvements. This restriction, per the contract, means that the unspent portion of these fees in the current year will roll forward to the Training Department's Facility Upgrade expense account 1012520-507712 and be available for expenditure in future years for the Training Facility Capital Improvements and Replacement.

Alternatives

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

Attachment(s):

[26300056 Regional Fire Training Facility Contract.pdf](#)

Motion: _____

1) _____
2) _____

Aye/Nay

(Vote Recorded By)

REGIONAL FIRE TRAINING FACILITY USE

CONTRACT No. 26300056 – Tahoe Douglas Fire Protection District

This CONTRACT No. 26300056, REGIONAL FIRE TRAINING FACILITY ANNUAL USE AGREEMENT, is made by and between Carson City, a consolidated municipality and political subdivision of the State of Nevada, hereinafter referred to as the "CITY," and Tahoe Douglas Fire Protection District hereinafter referred to as the "USER." USER and CITY may be individually referred to as "Party" and collectively referred to as "Parties."

1. **CONTRACT TERM:**

This Contract shall be effective beginning on the date it is fully executed by the Parties, and it expires June 30, 2026, unless sooner terminated by either Party as specified in this Contract. This Contract may be terminated by either Party with or without cause by giving the other Party thirty (30) calendar days written notice of the intent to terminate and specifying the date upon which the termination will be effective.

2. **NOTICE:**

2.1 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 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.

2.2 Notice to the **USER** shall be addressed to:

Tahoe Douglas Fire Protection District
Scott Lindgren, Fire Chief
193 Elks Point Rd. - P.O. Box 919
Zephyr Cove, NV 89448
775-580-5321
Email: slindgren@tahoeofire.com

2.3 Notice to the **CITY** shall be addressed to:

Carson City Purchasing and Contracts
Carol Akers, Purchasing and Contracts Administrator
201 North Carson Street, Suite 2
Carson City, NV 89701
775-283-7362/ FAX 887-2286
cakers@carsoncity.gov

AND

Carson City Fire Department
Kevin Nyberg, Acting Fire Chief
777 South Stewart Street
Carson City, NV 89701
775-887-2210
knyberg@carsoncity.gov

For P&C Use Only

GL expires _____
AL expires _____
WC expires _____

REGIONAL FIRE TRAINING FACILITY USE

CONTRACT No. 26300056 – Tahoe Douglas Fire Protection District

3. FIRE TRAINING FACILITY USE:

Upon complete execution of this CONTRACT, the **USER** shall have use of the **FIRE TRAINING FACILITY**, hereinafter referred to as **FACILITY**, located at 2400 College Parkway, Carson City, Nevada, during the times and dates agreed upon by **CITY** and the **USER**.

The **USER** accepts all risks associated with the use of the **FACILITY**.

Any lost, stolen, or damaged articles or equipment shall be the responsibility of the **USER**.

Valuables shall not be kept in the classroom or the lockers. Storage of items in lockers or classroom is for duration of class only.

All locks on the lockers must be removed after completion of the class.

The **USER** shall not make any adjustments to the pre-set temperature for either of the two (2) thermostats inside the building. One of the thermostats is located in the office and it controls part of the classroom and the bathrooms. The other thermostat is located in the large classroom and it controls part of the classroom and the hall.

The **USER** is responsible for providing all dry erase pens, markers, flip charts, etc.

The **FACILITY** shall be vacated by the **USER** immediately upon notification by the **CITY**. The **CITY** reserves the right of refusal for **FACILITY** reservations.

4. CLEANING OF FACILITY:

The **USER** shall be responsible for cleaning the **FACILITY** and returning it to a neat and presentable condition.

If the **FACILITY** is left in an unacceptable condition as determined by the **CITY's** personnel, the **CITY** has the right to correct the condition and the **USER** agrees to pay for any costs incurred.

The **USER** shall clean the classroom and bathroom areas after each class session and keep the premises clean during use. Cleaning supplies are kept under the vanities or in the storage room inside the utility room adjacent to the kitchen area.

The following is a guide to be utilized when cleaning:

Classrooms:

- Counters/Cabinets/Trash Cans
 - Wiped down
 - Cleared off
 - Emptied

Hallway:

- Dust-mopped
- Damp-mopped

REGIONAL FIRE TRAINING FACILITY USE
CONTRACT No. 26300056 – Tahoe Douglas Fire Protection District

- | | |
|--|---|
| <ul style="list-style-type: none">○ <u>Sinks</u><ul style="list-style-type: none">▪ Cleaned▪ No items left in sink
○ <u>Floors</u><ul style="list-style-type: none">▪ Dust-mopped▪ Damp-mopped
○ <u>Chairs/Tables</u><ul style="list-style-type: none">▪ Left in original classroom configuration▪ Chairs and tables straightened▪ Tables wiped off
○ Dry Erase Boards<ul style="list-style-type: none">▪ Cleaned | <p><u>Office:</u></p> <ul style="list-style-type: none">○ Carpets vacuumed○ Desks/cabinets cleaned
<p><u>Bathrooms:</u></p> <ul style="list-style-type: none">○ Floors damp-mopped○ Counter tops wiped down○ Sinks/fixtures cleaned○ Showers cleaned○ Toilets/urinals cleaned out○ Lockers cleared out / cleaned |
|--|---|

5. BURN BUILDING AND CLASS A BURN CONTAINER:

A burn plan, completed in accordance with the National Fire Protection Agency (“NFPA”) 1403 Standard on Live Fire Training Evolutions, must be submitted to the Carson City Fire Department (“CCFD”) Training Captain and approved by the CCFD Fire Chief, or his/her designee, two (2) weeks prior to burn. **USER** is responsible for obtaining written approval of the burn plan from the CCFD Fire Chief or his/her designee prior to the burn.

USER is responsible for providing properly trained operators when utilizing the burn building and the associated appliances. Operators shall be trained in accordance with established policies and procedures established by the Regional Burn Cadre. **USER** shall submit a list of operators to the CCFD Training Captain, via email, a minimum of five (5) working days prior burn. **USER** is responsible for obtaining written (email) authorization to proceed with the proposed operators from the CCFD Fire Chief or his/her designee prior to burn.

Any use of the Class A burn container must follow NFPA 1403 guidelines and include at least three (3) members of the Regional Burn Cadre as the instructors. A burn plan for the Class A burn container, completed in accordance with NFPA 1403, and identifying the three (3) members of the Regional Burn Cadre to serve as the instructors must be submitted to the CCFD Training Captain and approved by the CCFD Fire Chief, or his/her designee, two (2) weeks prior to burn. **USER** is responsible for obtaining written approval of the Class A burn container burn plan from the CCFD Fire Chief or his/her designee prior to the burn.

The **USER** is responsible for providing approved fuels (Class A and straw) for burning. The fuels must only be used in the proper rooms identified for those specific fuels.

If the burn building/rooms are left in an unacceptable condition as determined by the **CITY’S** personnel, the **CITY** has the right to correct the condition and the **USER** agrees to pay for any costs incurred. The **USER** must fully extinguish all fuels before leaving and the ashes must be placed into the appropriate dumpster.

REGIONAL FIRE TRAINING FACILITY USE

CONTRACT No. 26300056 – Tahoe Douglas Fire Protection District

The **USER** will monitor ceiling temperatures using the exterior temperature gauge and will not exceed 1000° F at ceiling height.

6. PROPANE PROPS:

USER is responsible for providing properly trained operators when utilizing the propane props. **USER** shall submit the training plan and a list of operators to the CCFD Training Captain, via email, a minimum of five (5) working days prior to the burn. **USER** is responsible for obtaining written (email) authorization to proceed with training utilizing propane props from the CCFD Fire Chief or his/her designee prior to burn.

The **USER** must report any problems with the propane props to the CCFD Training Captain, or if unable to contact the Training Captain, the duty CCFD Battalion Chief, by close of business on the day of the incident.

The **USER** must not utilize any propane prop that is not functioning properly.

The **USER** must re-fill the propane tank to original tank level. CCFD Training Captain will verify propane levels before and after use.

7. REGIONAL FIRE ACADEMY

7.1 If **USER** participates in the Regional Fire Academy, **USER** agrees to pay to **CITY** the assessed cost of each academy and academy graduation, hereinafter collectively referred to as "Academy Costs," as follows:

7.1.1 An annual fee of \$5,000 to be a participant in the regional fire academy to cover maintenance costs to the facility associated with fire academy functions.

7.1.2 **USER's** pro rata share of academy costs, based on the total number of participants enrolled on the academy start date and the number of **USER** employees enrolled in the academy on the academy start date.

7.1.3 **USER's** pro rata share of academy graduation costs, based on the total number of participants graduating from the academy and the number of **USER** employees graduating from the academy.

7.2 At least 5 business days prior to each academy start date, **USER's** Fire Chief (or designee), **CITY's** Fire Chief (or designee), and the Fire Chief (or designee) from each Regional Fire Academy participating agency shall reach an agreement, pursuant to good faith negotiations, concerning how and when all Academy Costs required under this section will be paid to **CITY**.

8. FACILITY KEYS:

The **USER** shall be responsible to pick up keys to the **FACILITY** from the CCFD Training Captain, located at CCFD Station 52, on the first day of the approved **FACILITY** reservation. The **USER** must not allow any other entity or individual to have access to the keys.

The **USER** shall return the **FACILITY** keys to CCFD Station 52, after the completion of **USER's** scheduled use of the **FACILITY**.

REGIONAL FIRE TRAINING FACILITY USE
CONTRACT No. 26300056 – Tahoe Douglas Fire Protection District

The **USER** shall secure the **FACILITY** at the conclusion of each day of training.

In the event of lost keys, **USER** agrees to pay the **CITY** two hundred fifty dollars (\$250.00) for the cost of replacement.

9. SCHEDULE:

The **USER** shall email the CCFD Training Captain at ccfdtrainingdivision@carsoncity.gov to make reservations. CCFD will provide a written response to the scheduling request within seven (7) calendar days after receipt of request, and, if the request is approved, that written response will include confirmation of the date(s) and time(s) the **FACILITY** will be available to **USER**.

10. USER'S RESPONSIBILITIES:

The **USER** accepts all risk associated with the use of the **FACILITY** and is responsible for informing its employees, authorized volunteers, contractors, agents, and any others performing work for the **USER** about (1) the risks associated with the use of the **FACILITY**, (2) the condition of the **FACILITY**, and all terms and restrictions associated with **FACILITY** use.

The **USER** shall at all times enforce discipline and good order among its employees, authorized volunteers, contractors, agents, and any others performing work for the **USER**. The **USER** agrees to be held responsible for the conduct of each of its employees, authorized volunteers, contractors, agents, and any others performing work for the **USER**, for their conformance with the terms and conditions of this Contract. The **USER** shall be responsible for maintaining a list of the individuals providing supervision and instruction at the **Facility**. Copies of their training certificates shall be made available to the CCFD Training Division upon request. These individuals shall provide supervision for all **USER** activities at the **FACILITY**.

The **USER** agrees that only employees, authorized volunteers, contractors, agents, and others performing work for the **USER** will be upon the **FACILITY** grounds during the training, and that once the training is complete and the **FACILITY** is clean and set up for the following day, the employees, authorized volunteers, contractors, agents, and any others performing work for the **USER** will immediately leave the premises.

The **USER** agrees that the **FACILITY** is only to be used for training purposes.

11. CITY'S RESPONSIBILITIES:

The **FACILITY** will be maintained by the **CITY** staff.

Should circumstances require cancellation of the class, the **USER** will be given as much notice as possible. If **USER** fails to comply with **CITY's** cancellation, this Contract shall be deemed terminated.

The **CITY** reserves the right to authorize use of the **FACILITY** by other entities during dates and times not requested and reserved by the **USER**.

12. SCHEDULE OF FEES AND TERMS OF COMPENSATION:

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- 12.1 The **USER** shall reimburse the **CITY** for the salaries of the **CITY's** personnel utilized at the **FACILITY** during the training. Reimbursement must be received by the **CITY** within sixty (60) days of the invoice.
- 12.2 The **USER** shall pay for **FACILITY** use through a non-refundable Annual Operations and Use fee and Annual Capital Improvement fee (together, "Fees"). Payment of the Fees provides **USER** unlimited, scheduled use of the **FACILITY** for the term of this Contract in accordance with the terms outlined herein.
- 12.3 Ninety percent (90%) of the Fees will be placed into a specialized CCFD budget account for the direct operation, maintenance, and Capital Improvement and replacement of the **FACILITY** ("Facility Account"). Funds in the Facility Account that remain unallocated over the course of the fiscal year in which they are credited to the Facility Account shall remain in the Facility Account for qualifying use and disbursements in succeeding years. Ten percent (10%) of Fees will be placed in the Carson City General Fund to cover administrative costs associated with the training grounds including billing, scheduling, and maintenance.
- 12.4 The Fees are in addition to the Academy Costs, described in Section 7; however, the Academy Costs only apply only if **USER** participates in a Regional Fire Academy during the term of this Contract. **USER** must pay the Fees, regardless of whether **USER** is participating in a Regional Fire Academy during the term of the Contract.
- 12.5. The schedule for the Fees owed from **USER** to **CITY** is as follows:
- 12.5.1 Annual Operations and User Fee - \$5,000.00
This is a flat fee paid on an annual basis.
- 12.5.2 Annual Capital Improvement Fee
This is a flat fee paid on an annual basis based on the size of **USER's** organization.
- | | |
|----------------|-------------|
| 0 – 50 Members | \$5,000.00 |
| 51+ Members | \$10,000.00 |

13. INDEMNIFICATION:

- 13.1 To the extent permitted by law, including, but not limited to, the provisions of Nevada Revised Statutes 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 paragraph.
- 13.2 Except as otherwise provided in **Subsection 13.4** 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:

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- 13.2.1 A written request for a legal defense for such pending claim(s) or cause(s) of action; and,
- 13.2.2 A detailed explanation of the basis upon which the indemnified Party believes that the claim or cause of action asserted against the indemnified Party implicates the culpable conduct of the indemnifying Party, its officers, employees, and/or agents.
- 13.3 After the indemnifying Party has begun to provide a legal defense for the indemnified Party, the indemnifying Party shall not be obligated to fund or reimburse any fees or costs provided by any additional counsel for the indemnified Party, including counsel through which the indemnified Party might voluntarily choose to participate in its defense of the same matter.
- 13.4 After the indemnifying Party has begun to provide a legal defense for the indemnified Party, the indemnifying Party shall be obligated to reimburse the reasonable attorney's fees and costs incurred by the indemnified Party during the initial thirty (30) day period of the claim or cause of action, if any, incurred by separate counsel.
- 13.5 The Parties do not waive and intend to assert available NRS Chapter 41 liability limitations in all cases.
- 14. INDEPENDENT AGENCIES:**
- 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 the **CITY** whatsoever with respect to the indebtedness, liabilities, and obligations of the **USER** or any other party.
- The **USER** shall indemnify and hold the **CITY** harmless from, and defend the **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, the **USER'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.
- Neither the **USER** nor its employees, agents, or representatives shall be considered employees, agents, or representatives of the **CITY**.
- This Contract does not contemplate any transfer of property or ownership interest between the Parties and the Parties will each maintain ownership of their own equipment and facilities.
- 15. INSURANCE REQUIREMENTS**
- 15.1 Unless expressly waived in writing by the **CITY**, the **USER** must carry policies of insurance in amounts specified and pay all taxes and fees incident hereunto. The **CITY** shall have no liability except as specifically provided in this Contract.

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- 15.2 The **USER** shall not use the **FACILITY** before the **USER** has provided the required evidence of insurance to Carson City Purchasing and Contracts, and the **CITY** has approved the insurance policies provided by the **USER**.
- 15.3 Prior approval of the insurance policies by the **CITY** shall be a condition precedent to any use of the **FACILITY** under this Contract and the **CITY's** approval of any changes to insurance coverage during the course of this Contract shall constitute an ongoing condition subsequent in this Contract. Any failure of the **CITY** to timely approve shall not constitute a waiver of the condition.
- 15.4 **INSURANCE COVERAGE (15.5 through 15.29)**
- 15.5 The **USER** shall, at the **USER'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 specified herein or otherwise agreed to by the **CITY**, the required insurance shall be in effect prior to the use of the **FACILITY** by the **USER** and shall continue in force as appropriate until such time as the insurance is no longer required by the **CITY** under the terms of this Contract.
- 15.6 Any insurance or self-insurance available to the **CITY** shall be in excess of and non-contributing with any insurance required from the **USER**. The **USER'S** insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by the **CITY**, the **USER** shall provide the **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 the **USER** has knowledge of any such failure, the **USER** shall immediately notify the **CITY** and immediately replace such insurance or bond with an insurer meeting the requirements.
- 15.7 **GENERAL INSURANCE REQUIREMENTS (15.8 through 15.29)**
- 15.8 **Certificate Holder:** Each certificate shall list Carson City c/o Carson City Purchasing and Contracts, 201 N. Carson Street Suite 2, Carson City, NV 89701 as a certificate holder.
- 15.9 **Additional Insured:** By endorsement to the commercial general liability insurance policy evidenced by the **USER**, 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.
- 15.10 **Waiver of Subrogation:** Each liability insurance policy shall provide for a waiver of subrogation in favor of the **CITY**.
- 15.11 **Cross-Liability:** All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.

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- 15.12 **Deductibles and Self-Insured Retentions:** Insurance maintained by the **USER** shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the **CITY**. Such approval shall not relieve the **USER** from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$5,000 per occurrence, unless otherwise approved by the **CITY**.
- 15.13 **Policy Cancellation:** Except for ten (10) calendar days notice for non-payment of premium, the **USER** or its insurers must provide thirty (30) calendar days prior written notice to Carson City Purchasing and Contracts, if any policy will be canceled, non-renewed or if coverage and/or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mail to Carson City Purchasing and Contracts, 201 North Carson Street Suite 2, Carson City, NV 89701. When available, each insurance policy shall be endorsed to provide thirty (30) days' notice of cancellation, except for ten (10) days' notice for non-payment of premium, to the **CITY**.
- 15.14 **Approved Insurer:** Each insurance policy shall be issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers under federal and Nevada Law, and having agents in Nevada upon whom service of process may be made, and currently rated by A.M. Best as "A-VII" or better.
- 15.15 **Evidence of Insurance:** Prior to using the **FACILITY**, the **USER** must provide the following documents to Carson City Purchasing and Contracts, 201 North Carson Street Suite 2, Carson City, NV 89701:
- 15.15.1 **Certificate of Insurance:** the **USER** shall furnish **CITY** with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth herein. The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to Carson City Purchasing and Contracts to evidence the insurance policies and coverages required of the **USER**.
- 15.15.2 **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 the **CITY** as an additional insured per Subsection 15.9.
- 15.15.3 **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.
- 15.16 **Review and Approval:** Documents specified above must be submitted for review and approval by Carson City Purchasing and Contracts prior to use of the **FACILITY** by the **USER**. Neither approval by the **CITY** nor failure to disapprove the insurance furnished by the **USER** shall relieve the **USER** of the **USER'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 the **USER**

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or its sub-contractors, employees or agents to the **CITY** or others, and shall be in addition to and not in lieu of any other remedy available to the **CITY** under this Contract or otherwise. The **CITY** reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

15.17 COMMERCIAL GENERAL LIABILITY INSURANCE: (15.18 through 15.22)

15.18 **Minimum Limits:** The **USER** shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with the following, required Minimum Limits:

15.18.1 Two Million Dollars (\$2,000,000) - General Aggregate

15.18.2 One Million Dollars (\$1,000,000) - Each Occurrence

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

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

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

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

15.23 BUSINESS AUTOMOBILE LIABILITY INSURANCE: (15.24 through 1.26)

15.24 **Minimum Limits:** The **USER** shall maintain automobile liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident for bodily injury and property damage.

15.25 Coverage shall be for “any auto”, including owned, non-owned and hired vehicles. The policy shall be written on ISO form CA 00 01, CA 00 05, CA 00 25, or a substitute form providing equivalent liability coverage.

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

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15.27 WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:
(15.28 through 15.29)

15.28 The **USER** shall provide proof of worker's compensation insurance as required by Nevada Revised Statutes Chapters 616A through 617 inclusive and Employer's Liability insurance with a minimum limit not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

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

16. PUBLIC RECORDS; CONFIDENTIALITY:

Pursuant to NRS 239.010, information or documents, including this Contract, may be open to public inspection and copying. The Parties will have the duty to disclose, unless particular information or documents are made confidential by law or a common law balancing of interest. To the extent that information or documents are made confidential, the Parties shall keep such information or documents confidential.

17. RECORDS; RETENTION:

The Parties agree to keep and maintain, under general accepted accounting principles, full, true and complete records, agreements, books, and documents pertaining to this Contract, and at the request of the other Party agree to present, at any reasonable time, such records, agreements, books, and documents for inspection, examination, review, audit, and copying at any office where such records, agreements, books, and documents are maintained. The Parties further agree to, upon reasonable request of the other Party, provide any requested records, agreements, books, and documents that may be necessary for the performance or renegotiation of this Contract, or for any other reason pertaining to this Contract.

18. COMPLIANCE WITH LEGAL OBLIGATIONS:

The **USER** 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 the **USER** to provide the goods or services of this Contract. The **USER** 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 the **USER** in accordance with Nevada Revised Statutes 361.157 and 361.159. The **USER** agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. The **CITY** may set-off against consideration due any delinquent government obligation.

19. REMEDIES; WAIVER OF BREACH:

19.1 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

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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 rate applied to recoverable attorney's fees shall not exceed the rate of \$125 per hour. The contract liability of the Parties under this Contract does not include punitive damages. Liquidated damages shall not apply unless otherwise expressly provided for elsewhere in this Contract.

- 19.2 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.

20. 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 non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

21. 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 the **CITY**, such offending portion of the assignment shall be void, and shall be a breach of this Contract. The **USER** shall neither assign, transfer nor delegate any rights, obligations or duties under this Contract without the prior written approval of the **CITY**.

22. 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. The **USER** acknowledges that this Contract is effective only after approval by Carson City Purchasing and Contracts and signed by all Parties, and only for the period of time specified in this Contract. Any use of the **FACILITY** by the **USER** before this Contract is effective or after it ceases to be effective are performed at the sole risk of the **USER**.

23. 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. The **USER** consents and agrees to the jurisdiction of the First Judicial District Court of Nevada for enforcement of this Contract.

24. COUNTERPARTS:

This Contract 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.

25. 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,

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including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the Party asserting such an excuse, and the excused Party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.

26. NO THIRD-PARTY BENEFICIARY:

None of the provisions of this Contract, express or implied, are intended or will be construed to give the public, any member of the public, or any other person or entity the status of a third-party beneficiary or any legal or equitable right, benefit, remedy, or claim of any nature under or with respect to this Contract, or any provision of this Contract. The Parties intend that this Contract and all of its provisions and conditions are for the sole and exclusive benefit of the Parties to this Contract and their respective successors and assigns.

27. ENTIRE CONTRACT AND MODIFICATION:

This Contract and its integrated attachment(s) constitute the entire Contract of the Parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other Contracts that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the Parties unless the same is in writing and signed by the respective Parties hereto and approved by Carson City Purchasing and Contracts. Conflicts in language between this Contract and any other agreement between the **CITY** and the **USER** 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.

[SIGNATURE PAGE FOLLOWS]

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CARSON CITY

Attn: Carol Akers,
Purchasing and Contracts Administrator
201 North Carson Street, Suite 2
Carson City, Nevada 89701
Telephone: 775-283-7362
Fax: 775-887-2286
cakers@carsoncity.gov

CITY'S LEGAL COUNSEL

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

By:

Carol Akers

Dated: _____

By:

Authorized Designee

Dated: _____

I hereby concur with the initiation of this Contract and I certify that the USER will not be given authorization to use the FACILITY until this Contract has been signed by Purchasing and Contracts.

Undersigned says that he/she is the USER; that he/she has read the foregoing Contract; and that he/she understands the terms, conditions, and requirements thereof.

I further understand that I must not use the FACILITY until this Contract has been signed by Purchasing and Contracts.

CITY'S ORIGINATING DEPARTMENT

Carson City Fire Department
Kevin Nyberg, Acting Fire Chief
777 South Stewart Street
Carson City, NV 89701
Telephone: 775-887-2210 Ext. 7722
Fax: 775-887-2209
knyberg@carsoncity.gov

Tahoe Douglas Fire Protection District
Scott Lindgren, Fire Chief
193 Elks Point Rd. - P.O. Box 919
Zephyr Cove, NV 89448
775-580-5321
Email: slindgren@tahoe-fire.com

By:

Kevin Nyberg, Fire Chief

Dated: _____

By:

 _____
User's Authorized Designee

Dated: 2/5/24



STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** March 5, 2026

Staff Contact: Carol Akers, Purchasing and Contracts Administrator and Kevin Nyberg, Acting Fire Chief

Agenda Title: For Possible Action: Discussion and possible action regarding an interlocal contract between the State of Nevada, for the Nevada Health Authority and Nevada Medicaid (collectively, "NHA"), and Carson City, for the Carson City Fire Department ("CCFD"), allowing CCFD to receive supplemental Medicaid payments in an amount not to exceed \$7,409,811.61 for ground emergency medical transportation ("GEMT") provided during the period beginning July 1, 2026, and ending June 30, 2030. (Carol Akers, cakers@carsoncity.gov and Kevin Nyberg, knyberg@carsoncity.gov)

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

Proposed Motion

I move to approve the interlocal contract as presented.

Board's Strategic Goal

Efficient Government

Previous Action

December 2, 2021 (Item 13.A) – The Board of Supervisors approved the existing GEMT interlocal contract, which covers the period from July 1, 2022, through June 30, 2026, with supplemental Medicaid payments to CCFD not to exceed \$6,845,475.

Background/Issues & Analysis

The GEMT program is authorized under NRS 422.2735. The GEMT program provides supplemental Medicaid payments to qualified, publicly owned or operated GEMT providers such as CCFD. The supplemental payments cover the funding gap between a provider's actual costs per GEMT transports, and the allowable amount received from Medicaid. Provider participation in the GEMT program is voluntary. Providers must meet several requirements to be eligible for the GEMT program, which include:

- Must enter into an agreement with NHA to comply with any request for information or data necessary to claim federal money or obtain federal approval in connection with the program;
- Must hold a permit to operate an ambulance or a permit to operate a vehicle of a fire-fighting agency at the scene of an emergency; and
- Must provide ground emergency transportation to Medicaid recipients enrolled under Title XIX of the Social Security Act.

Funding is based on a GEMT Cost Allocation Plan and Cost Report submitted yearly by CCFD to

NHA. NHA averages the total reimbursement amounts from the last 5 years, plus an approximate 9-10% increase. CCFD has received \$8,124,161 from the GEMT program for the period of fiscal years 2016 through 2023 and estimates that it will receive \$1,500,000 for fiscal year 2025.

Applicable Statute, Code, Policy, Rule or Regulation

NRS 277.180, 422.2735

Financial Information

Is there a fiscal impact? Yes

If yes, account name/number: Ambulance Fund, Audit Fee Expense 5012525-500312, Revenues 5017081-437100, for financial reporting purposes, these are user fees.

Is it currently budgeted? Yes

Explanation of Fiscal Impact: CCFD is responsible for the State portion of the annual GEMT cost report audit fees, approximately \$8,500. Revenues from this program are considered "user fees" collected through the reimbursement of the Medicaid contract allowance. The contract allowance for Medicaid patients automatically reduces the revenues realized, as the contract price Medicaid will pay is approximately 50% of the normal fees collected.

Alternatives

Do not approve the interlocal contract, forgo the additional Medicaid funding potential, and/or provide alternative direction.

Attachment(s):

[31765 Carson City Fire Department Contract to department rev2.pdf](#)

Motion: _____

1) _____
2) _____

Aye/Nay

(Vote Recorded By)

CETS #:	31765
Agency Reference #:	

INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

A Contract Between the State of Nevada
Acting by and through its

Public Entity #1:	Nevada Health Authority Nevada Medicaid
Address:	4070 Silver Sage Drive
City, State, Zip Code:	Carson City, NV 89701
Contact:	Thomas Tilton, Contract Manager
Phone:	(775) 684-3676 (main)
Email:	nvhapcu@nvha.nv.gov

Public Entity #2:	Consolidated Municipality of Carson City for and on behalf of Carson City Fire Department
Address:	777 South Stewart Street
City, State, Zip Code:	Carson City, NV 89701
Contact:	Marty Elzy, Business Manager, Carson City Fire Department
Phone:	(775) 283-7875
Email:	melzy@carsoncity.gov

WHEREAS, NRS 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform; and

WHEREAS, it is deemed that the services hereinafter set forth are both necessary and in the best interests of the State of Nevada.

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. **REQUIRED APPROVAL.** This Contract shall not become effective until and unless approved by appropriate official action of the governing body of each party.

2. **DEFINITIONS**

TERM	DEFINITION
State	The State of Nevada and any State agency identified herein, its officers, employees and immune contractors.
Contracting Entity	The public entities identified above.
Fiscal Year	The period beginning July 1 st and ending June 30 th of the following year.
Contract	Unless the context otherwise requires, 'Contract' means this document titled Interlocal Contract Between Public Agencies and all Attachments or Incorporated Documents.

CETS #:	31765
Agency Reference #:	

3. **CONTRACT TERM.** This Contract shall be effective as noted below, unless sooner terminated by either party as specified in *Section 4, Termination*.

Effective From:	July 1, 2026	To:	June 30, 2030
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4. **TERMINATION.** This Contract may be terminated by either party prior to the date set forth in *Section 3, Contract Term*, provided that a termination shall not be effective until **30** days after a party has served written notice upon the other party. This Contract may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Contract shall be terminated immediately if for any reason State and/or federal funding ability to satisfy this Contract is withdrawn, limited, or impaired.
5. **NOTICE.** All communications, including notices, required or permitted to be given under this Contract shall be in writing and directed to the parties at the addresses stated above. Notices may be given: (a) by delivery in person; (b) by a nationally recognized next day courier service, return receipt requested; or (c) by certified mail, return receipt requested. If specifically requested by the party to be notified, valid notice may be given by facsimile transmission or email to the address(es) such party has specified in writing.
6. **INCORPORATED DOCUMENTS.** The parties agree that this Contract, inclusive of the following Attachments, specifically describes the Scope of Work. This Contract incorporates the following Attachments in descending order of constructive precedence:

ATTACHMENT A:	SCOPE OF WORK AND DELIVERABLES
ATTACHMENT B:	BUSINESS ASSOCIATE ADDENDUM

Any provision, term or condition of an Attachment that contradicts the terms of this Contract, or that would change the obligations of the State under this Contract, shall be void and unenforceable.

7. **CONSIDERATION.** The parties agree that the services specified in *Section 6, Incorporated Documents* at a cost as noted below:

Total Contract Not to Exceed:	\$7,409,811.61
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Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the result of legislative appropriation may require.

8. **ASSENT.** The parties agree that the terms and conditions listed in the incorporated Attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations expressly provided.
9. **INSPECTION & AUDIT**
- A. **Books and Records.** Each party agrees to keep and maintain under general accepted accounting principles full, true and complete records, agreements, books, and document as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all State and federal regulations and statutes.

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- B. **Inspection & Audit.** Each party agrees that the relevant books, records (written, electronic, computer related or otherwise), including but not limited to relevant accounting procedures and practices of the party, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location where such records may be found, with or without notice by the State Auditor, Employment Security, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives.
- C. **Period of Retention.** All books, records, reports, and statements relevant to this Contract must be retained a minimum three years and for five years if any federal funds are used in this Contract. The retention period runs from the date of termination of this Contract. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.
10. **BREACH - REMEDIES.** Failure of either party to perform any obligation of this Contract shall be deemed a breach. 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 but not limited to actual damages, and to a prevailing party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall not exceed \$150.00 per hour.
11. **LIMITED LIABILITY.** The parties will not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Actual damages for any State breach shall never exceed the amount of funds which have been appropriated for payment under this Contract, but not yet paid, for the fiscal year budget in existence at the time of the breach.
12. **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, acts of public enemy, acts of terrorism, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.
13. **INDEMNIFICATION.** Neither party waives any right or defense to indemnification that may exist in law or equity.
14. **INDEPENDENT PUBLIC AGENCIES.** The parties are associated with each other only for the purposes and to the extent set forth in this Contract, and in respect to performance of services pursuant to this Contract, each party is and shall be a public agency separate and distinct from the other party 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. 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 one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.
15. **WAIVER OF BREACH.** Failure to declare a breach or the actual waiver of any particular breach of the 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.
16. **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 non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.
17. **ASSIGNMENT.** Neither party shall assign, transfer or delegate any rights, obligations or duties under this Contract without the prior written consent of the other party.
18. **OWNERSHIP OF PROPRIETARY INFORMATION.** Unless otherwise provided by law any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by either party in performance of its obligations under this Contract shall be the joint property of both parties.

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19. **PUBLIC RECORDS.** Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.
20. **CONFIDENTIALITY.** Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Contract.
21. **FEDERAL FUNDING.** In the event, federal funds are used for payment of all or part of this Contract, the parties agree to comply with all applicable federal laws, regulations and executive orders, including, without limitation the following:
 - A. The parties certify, 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 Executive Orders 12549 and 12689 and Federal Acquisition Regulation Subpart 9.4, 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.
 - B. The parties 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, including 28 C.F.R. Section 35, inclusive, and any relevant program-specific regulations.
 - C. The parties and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964 (P.L. 88-352), as amended, the Rehabilitation Act of 1973 (P.L. 93-112), as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)
 - D. 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).
22. **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 and that the parties are authorized by law to perform the services set forth in *Section 6, Incorporated Documents*.
23. **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. The parties consent to the exclusive jurisdiction of and venue in the First Judicial District Court, Carson City, Nevada for enforcement of this Contract.
24. **ENTIRE AGREEMENT AND MODIFICATION.** This Contract and its integrated Attachment(s) constitute the entire agreement of the parties and as such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated Attachment to this 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, approved by the Office of the Attorney General.

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IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

**CONSOLIDATED MUNICIPALITY OF CARSON CITY FOR AND ON THE BEHALF OF
CARSON CITY FIRE DEPARTMENT**

Lori Bagwell Date

Carson City Mayor
Title

**NEVADA HEALTH AUTHORITY
NEVADA MEDICAID**

Stacie Weeks, JD, MPH Date

Director
Title

APPROVED BY BOARD OF EXAMINERS

Signature – Board of Examiners

On: _____
Date

Approved as to form by:

On: _____
Date

Deputy Attorney General for Attorney General

ATTACHMENT A SCOPE OF WORK

EMERGENCY TRANSPORTATION, GROUND AMBULANCE CERTIFIED PUBLIC EXPENDITURES

- I. Consolidated Municipality of Carson City for and on behalf of Carson City Fire Department (Public Agency) agrees to perform the following services or activities and to accept payment for the services as follows:
 - A. To provide emergency transportation, ground ambulance services to eligible recipients under Title XIX within the Public Agency, in accordance with the State of Nevada Medicaid State Plan and Nevada Medicaid Services Manual.
 - B. To be responsible for collecting and submitting the required information necessary to determine client eligibility for the Title XIX program.
 - C. To determine all expenditures in accordance with the Public Agency State-approved Cost Allocation Plan (CAP). Elements of the CAP necessary for claiming expenditures and for reimbursement are a Centers for Medicare & Medicaid Services (CMS) approved allocation methodology, documentation of appropriate direct, indirect and shared costs and their cost centers. Cost allocation must be consistent with the Code of Federal Regulations 2 CFR Subtitle A, Chapter II, Part 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Grants Guidance. The Public Agency cannot unilaterally change the method of determining how the services will be counted or what the approved rate is once it is approved by the Nevada Health Authority/Nevada Medicaid.
 - D. To provide a report of services and a cost report by December 1st after each fiscal year, unless an extension is granted to the Public Agency, to Nevada Medicaid for emergency transportation, ground ambulance services in the format approved by Nevada Medicaid, which will be in an Excel format (.xls or .xlsx). Other formats may be considered for use at the discretion of Nevada Medicaid on a case by case basis. The Public Agency must provide an electronic version of their claims for submission before Nevada Medicaid will consider that it has received the official version of the claims for the cost settlement process.
 - E. To provide detailed back-up to support the claims being submitted for cost settlement by December 1st after each fiscal year unless an extension is granted to the Public Agency. The back-up data must be in accordance with the State-approved CAP for the Public Agency.
 - F. Upon request, to provide Nevada Medicaid the documentation to validate the rate for eligible services based upon the approved methodology, as defined in the Nevada Medicaid State Plan, Attachment 4.19-B EMERGENCY TRANSPORTATION, GROUND AMBULANCE CERTIFIED PUBLIC EXPENDITURES (CPE), before any payment for those services is made by Nevada Medicaid. The interim rate is determined based on the actual historical costs and is estimated after the end of the state fiscal year. Requested documentation must be provided within 30 days.
 - G. To pay the State's designated auditor the state share of those costs associated with the annual reconciliation and cost settlement, within 60 days of invoice.

- H. To bill Nevada Medicaid for claims through its Medicaid Management Information System (MMIS) within 30 days of services which are allowable based upon Nevada Medicaid defined processes for Medicaid providers. Errors in claims filed through the MMIS may result in payment delays or denials.
- I. To pay back any Title XIX funds received by the Public Agency in the event that an audit results in a determination that such costs were not reimbursable under the Title XIX per receipt of written notice from Nevada Medicaid of such obligation.
- J. To provide the required state share for Federal Medicaid funds paid for eligible recipients covered under the emergency transportation, ground ambulance services. The Public Agency will provide certification that all funds used as match will be appropriated or taxing authority funds that are not used as match for any other program. The certification from the Public Agency will serve as acknowledgement of the costs reported and the non-federal share of those costs will be paid according to the contract.

II. Nevada Medicaid agrees to perform the following services or activities and to provide the following payment for the Public Agency services:

- A. To work with CMS, the Public Agency and its consultants as necessary to formulate plans and policies to ensure the appropriate availability of Title XIX for allowable costs and services, as defined in the Nevada Medicaid State Plan, Chapter 3.0 and Attachment 4.19-B, provided by both parties.
- B. To provide to the Public Agency necessary guidance and documentation related to the utilization of Title XIX for emergency transportation, ground ambulance and other allowable activities and services. This may include providing training related to the reimbursement for emergency transportation, ground ambulance services to the Public Agency.
- C. To approve a standard methodology for the Public Agency to utilize in determining the reimbursable costs the Public Agency may charge consistent with the Code of Federal Regulations 2 CFR Subtitle A, Chapter II, Part 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Grants Guidance, and the Title XIX programs. The methodology will be based on an interim rate which is the actual rate from the preceding state fiscal year. At the end of the state fiscal year, the Public Agency will have until the following December 1st to submit its year-end claims to Nevada Medicaid for reconciliation and cost settlement. If the Public Agency provider's interim payments exceed the actual certified costs of the provider for services to Medicaid clients, Nevada Medicaid will recoup the federal share of the overpayment. The provider must return an amount equal to the overpayment to Nevada Medicaid. If the actual certified costs exceed the interim Medicaid payments, Nevada Medicaid will pay the federal share of the difference to the provider in accordance with the final actual certification agreement.
- D. To pay the Public Agency through its MMIS for emergency transportation, ground ambulance claims submitted during the state fiscal year which is covered under the Provider Enrollment Agreement. Those expenditures and their allocation must be in accordance with the Public Agency State-approved CAP. This payment will represent the federal share of the Federal Medical Assistance Percentage (FMAP) of the total allowable costs identified for emergency transportation, ground ambulance services. The FMAP is published annually pursuant to the Code of Federal Regulation (42 CFR Part 433.11 Subpart A). Correct and accurately submitted claims are generally paid within thirty (30) business days of receipt.

III. Both Parties Agree:

The Public Agency shall comply with the Code of Federal Regulations 2 CFR Subtitle A, Chapter II, Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Grants Guidance.

This Agreement is in addition to the requirements of the provider agreement contract that the Public Agency has as an enrolled Nevada Medicaid provider and those obligations are incorporated herein by reference.

ATTACHMENT B
BUSINESS ASSOCIATE ADDENDUM

BETWEEN

State of Nevada
Nevada Health Authority

Hereinafter referred to as the “Covered Entity”

and

Consolidated Municipality of Carson City for and on behalf of Carson City Fire Department

Hereinafter referred to as the “Business Associate”

This Business Associate Agreement (“**BAA**”) is incorporated as an attachment by reference to a State of Nevada Contract (in consideration of mutual obligations contained therein and below and the exchange of information pursuant to this BAA and the State of Nevada Contract) by and between the named Nevada Health Authority (“**Covered Entity**”), a government entity, and the named Independent Contractor (“**Business Associate**”), licensed to do business in the State of Nevada in accordance with the meanings ascribed to the terms “Covered Entity” and “Business Associate” under 45 CFR § 160.103 et seq. (*see also* 45 CFR § 164.501). The Covered Entity and Business Associate are collectively referred to herein as the “**Parties**.”

I. RECITALS

- a. Covered Entity is either a “covered entity” in its own right or a “business associate” of a covered entity as each are defined under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, as amended by the Health Information Technology for Economic and Clinical Health Act, Public Law 111-5 (collectively, “**HIPAA**” as may be amended or in effect at the time) and, as such, is required to comply with HIPAA’s provisions regarding the confidentiality and privacy of Protected Health Information (as defined below);
- b. The Parties have entered into or will enter into an agreement or agreements under which Business Associate provides or will provide certain specified services to Covered Entity (collectively, the “**Agreement**”);
- c. In providing services pursuant to the Agreement, Business Associate will have access to Protected Health Information (“**PHI**”), including, where applicable, through provision of services on behalf of Covered Entity which result in direct receipt of PHI from sources other than Covered Entity;

- d. By providing the services pursuant to the Agreement, Business Associate will become a “business associate” of Covered Entity as such term is defined under HIPAA;
- e. Both Parties are committed to complying with all federal and state laws governing the confidentiality and privacy of health information, including but not limited to, the Standards for Privacy of Individually Identifiable Health Information (45 CFR Part 160 and Part 164, Subparts A and E, collectively the “**Privacy Rule**”); and
- f. Both Parties intend to protect the privacy and provide for the security of PHI disclosed to the Business Associate pursuant to the terms of this Agreement, the Contract for Services to which this Agreement is incorporated, HIPAA, and other applicable state and federal laws and regulations.

II. DEFINITIONS

- a. For the purposes of this BAA, the Parties give the following meaning to each of the terms as set forth below and in the information above. Any capitalized term used in this BAA, but not otherwise defined, has the meaning given to that term in the Privacy Rule or pertinent law.
 - i. “**Affiliate**” means a subsidiary or affiliate of Covered Entity that is, or has been, considered a covered entity as defined by HIPAA.
 - ii. “**Breach**” means the acquisition, access, use, or disclosure of PHI in a manner not permitted under the Privacy Rule which compromises the security or privacy of the PHI as defined in 45 CFR § 164.402 and 42 USC § 17921.
 - iii. “**Breach Notification Rule**” means the portion of HIPAA set forth in subpart D of 45 CFR Part 164.
 - iv. “**CFR**” means the Code of Federal Regulations.
 - v. “**Data Aggregation**” means, with respect to PHI created or received by Business Associate in its capacity as the “business associate” under HIPAA of Covered Entity, the combining of such PHI by Business Associate with the PHI received by Business Associate in its capacity as a business associate of one or more other “covered entity” under HIPAA, to permit data analyses that relate to Health Care Operations (defined below) of the respective covered entities. The meaning of “data aggregation” in this BAA shall be consistent with the meaning given to that term in the Privacy Rule.

- vi. **“Designated Record Set”** has the meaning given to such term under the Privacy Rule, including 45 CFR § 164.501.
- vii. **“De-Identify”** means to alter the PHI such that the resulting information meets the requirements described in 45 CFR §§ 164.514(a) and (b).
- viii. **“Disclosure”** means the release, transfer, provision of, access to, licensure of, use of, or divulging in any other manner of information outside the entity holding the information as defined in 45 CFR § 160.103.
- ix. **“Electronic PHI”** means any PHI maintained in or transmitted by electronic media as defined in 45 CFR § 160.103.
- x. **“Health Care Operations”** has the meaning given to that term in 45 CFR § 164.501.
- xi. **“Individual”** has the same meaning given to that term in 45 CFR §§ 164.501 and 160.103 as and includes a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).
- xii. **“Individually Identifiable Health Information”** means health information, in any form or medium, including demographic information or inquiries 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 serving to identify the individual directly, or for which there is a reasonable basis to believe it can serve to identify the individual as provided in 45 CFR § 160.103.
- xiii. **“Protected Health Information”** or **“PHI”** has the meaning given to the term “protected health information” in 45 CFR §160.103, limited to the information created or received by Business Associate from or behalf of Covered Entity, in whichever medium it is maintained, transmitted, or stored.
- xiv. **“Security Incident”** means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
- xv. **“Security Rule”** means the Security Standards for the Protection of Electronic Health Information provided in 45 CFR Part 160 and Part 164, Subparts A and C.

xvi. **“Unsecured Protected health Information” or “Unsecured PHI”** means any “protected health information” as defined in 45 CFR §160.103 that is not rendered unusable, unreadable or indecipherable to unauthorized individuals or entities through the use of a technology or methodology specified by the Secretary of the federal Department of Health and Human Services in the guidance issued pursuant to the HITECH Act and codified in 42 USC § 17932(h).

xvii. **“USC”** means the United States Code.

III. DATA OWNERSHIP

Business Associate’s data stewardship does not confer data ownership rights on Business Associate with respect to any data shared with it under the Agreement, including any and all forms thereof.

IV. USE AND DISCLOSURE OF PHI BY BUSINESS ASSOCIATE

- a. Except as otherwise provided in this BAA and the laws and regulations related to PHI, Business Associate may use or disclose PHI as reasonably necessary to provide the services described in the Agreement to Covered Entity, and to undertake other activities of Business Associate permitted or required of Business Associate by this BAA or as required by law.
- b. Except as otherwise limited by this BAA or federal or Nevada law, Covered Entity authorizes Business Associate to use the PHI in its possession for the proper management and administration of Business Associate’s business and to carry out its legal responsibilities under Contract. Business Associate may disclose PHI for its proper management and administration, provided that (i) the disclosures are required by law; or (ii) Business Associate obtains, in writing, prior to making any disclosure to a third party (a) reasonable assurances from this third party that the PHI will be held confidential as provided under this BAA and used or further disclosed only as required by law or for the purpose for which it was disclosed to this third party and (b) an agreement from this third party to notify Business Associate immediately of any breaches of the confidentiality of the PHI, to the extent it has knowledge of the breach.
- c. Business Associate will not use or disclose PHI in a manner other than as provided in this BAA, as permitted under the Privacy Rule, or as required by law. Business Associate will use or disclose PHI, to the extent practicable, as a limited data set or limited to the minimum necessary amount of PHI to carry out the intended purpose of the use or disclosure, in accordance with Section 13405(b) of the HITECH Act (codified at 42 USC § 17935(b)) and any of the act’s implementing regulations

adopted by the federal United States Department of Health and Human Services, for each use or disclosure of PHI.

- d. Upon request at any time, and at no additional cost, Business Associate will make available to Covered Entity any of Covered Entity's PHI that Business Associate or any of its agents or subcontractors have in their possession.
- e. Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR §164.502(j)(1).
- f. Except as otherwise limited in this BAA, Business Associate shall not disclose PHI to a health plan for payment or health care operations purposes if an Individual 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.
- g. Business Associate shall not directly or indirectly receive remuneration in exchange for any PHI, 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.
- h. Business Associate shall not use artificial intelligence (AI), machine learning (ML), or other automated decision-making tools to create, process, analyze, or interpret PHI unless expressly authorized in writing by the Covered Entity. Any permitted use of such technologies must comply with applicable federal and state laws, including the HIPAA Privacy and Security Rules, and shall not result in automated decision-making that impacts individuals' rights or access to benefits without human oversight.
- i. Business Associate must disclose to Covered Entity any AI or ML tools it uses that interact with PHI, provide sufficient documentation of safeguards and risk assessments related to those tools, and demonstrate that such tools operate in a transparent, explainable, and auditable manner.

V. RESPONSIBILITIES OF BUSINESS ASSOCIATE

- a. **Safeguards Against Misuse of PHI.** Business Associate will use appropriate safeguards to prevent the use or disclosure of PHI other than as provided by the Agreement or this BAA and Business Associate agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity 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 information security standards and guidelines set forth by the National Institute of Standards and Technology (NIST). Business Associate agrees to take reasonable steps, including providing adequate training to its employees to ensure compliance with this BAA and to ensure that the actions or omissions of its employees or agents do not cause Business Associate to breach the terms of this BAA.

- b. **Contents of Notifications to Covered Entity by Business Associate and Direction of Corrective Action.** In the event of a breach or suspected breach of PHI, the report to the Covered Entity by Business Associate in accordance with the timelines set forth below 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 PHI that was involved in the incident; the number of individuals whose protected health information was involved in the incident; the steps the Business Associate is taking to investigate the incident and to protect against further incidents; and proof of timely or contemporaneous notification by Business Associate to any of the Business Associate's insurers. Business Associate must take prompt corrective action at its sole expense to cure any such deficiencies and mitigate any significant harm that may have occurred to individual(s) whose information was disclosed inappropriately based on the determinations of Covered Entity.
- c. **Reporting Disclosures of PHI and Security Incidents.** Business Associate will immediately report to Covered Entity in writing any use, access, or disclosure of PHI not provided for by this BAA or on the first day Business Associate, its agents, or subcontractors become aware of the same or would have been aware by exercising reasonable diligence in accordance with 45 CFR § 164.410, 164.504(e)(2)(ii)(C) and 164.308(b) and 42 USC § 17921 and Business Associate agrees to report to Covered Entity any Security Incident affecting Electronic PHI of Covered Entity of which it becomes aware. Business Associate agrees to report any such event within five business days of becoming aware of the event.
- d. **Reporting Breaches of Unsecured PHI.** Business Associate will notify Covered Entity in writing promptly upon the discovery of any suspected or actual Breach of Unsecured PHI in accordance with the requirements set forth in 45 CFR § 164.410, but in no case later than 5 calendar days after discovery of a Breach. Business Associate will be responsible for notifying Individuals whose unsecured PHI was breached in accordance with 42 USC § 17932 and 45 CFR 164.404 through 164.406 and must provide evidence to Covered Entity that appropriate and timely notification to Individuals or others when necessary as specified in 45 CFR § 164.404 and 45 CFR 164.406 has timely occurred. Business Associate is further

responsible for all costs of notification set forth herein as well as all costs associated with mitigating future breaches. Business Associate must further notify the Secretary of the federal United States Department of Health and Human Services of all breaches in accordance with 45 CFR § 164.408 and must provide Covered Entity of a contemporaneous copy of all notifications made as required.

- e. **Mitigation of Disclosures of PHI.** Business Associate will take reasonable measures to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of any use or disclosure of PHI by Business Associate or its agents or subcontractors in violation of the requirements of this BAA.
- f. **Agreements with Agents or Subcontractors.** Business Associate will ensure that any of its agents or subcontractors (such agents or Subcontractors must be duly disclosed and authorized per the State of Nevada Contract to which this BAA is incorporated) that have access to, or to which Business Associate provides, PHI agree in writing to the restrictions and conditions concerning uses and disclosures of PHI contained in this BAA and agree to implement reasonable and appropriate safeguards to protect any Electronic PHI that it creates, receives, maintains or transmits on behalf of Business Associate or, through the Business Associate, Covered Entity. Business Associate shall ensure that all subcontracts and agreements provide the same level of privacy and security as this BAA and that the Business Associate implements and maintains sanctions against agents and/or subcontractors who violate such restrictions and conditions and ensure appropriate mitigation of the effects of violation(s) outlined under 45 CFR § 164.530(f) and 164.530(e)(1).
- g. **Offshore Use Limitation.** Business Associate shall not store, access, or process PHI outside the United States without the prior written consent of the Covered Entity. This includes, but is not limited to, accessing PHI through remote desktop, cloud environments, or other electronic means from locations outside the U.S. Business Associate shall maintain appropriate contractual controls and technical safeguards to enforce this restriction and must provide documentation upon request demonstrating compliance.
- h. **Audit Report.** Upon request and at no additional cost or charge, Business Associate will provide Covered Entity, or upstream Business Associate, with a copy of its most recent independent HIPAA compliance report (which meets the AT-C Section 315 attestation standard issued by the American Institute of Certified Public Accountants), HITRUST certification or other mutually agreed upon independent standards based third party audit report. Business Associate and individuals associated with 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.

i. Access to PHI by Individuals.

- i. Upon request, Business Associate agrees, at no additional cost or charge, to furnish Covered Entity with copies of the PHI maintained by Business Associate in a Designated Record Set in the time and manner designated by Covered Entity to enable Covered Entity to respond to an Individual's request for access to PHI under 45 CFR §164.524.
- ii. In the event any Individual requests access to the Individual's PHI directly from Business Associate, Business Associate within five business days, will forward that request to Covered Entity. Any disclosure of, or decision not to disclose, the PHI requested by an Individual and compliance with the requirements applicable to an Individual's right to obtain access to PHI shall be the sole responsibility of Covered Entity, but at no additional cost or charge to Individual or Covered Entity by Business Associate.

j. Amendment of PHI.

- i. Upon request and instruction from Covered Entity, Business Associate will amend PHI or a record about an Individual in a Designated Record Set that is maintained by, or otherwise within the possession of, Business Associate as directed by Covered Entity in accordance with procedures established by 45 CFR §164.526. Any request by Covered Entity to amend such information will be completed by Business Associate within 15 business days of Covered Entity's request.
- ii. In the event that any Individual requests that Business Associate amend such Individual's PHI or record in a Designated Record Set, Business Associate within ten business days will forward this request to Covered Entity. Any amendment of, or decision not to amend, the PHI or record as requested by an Individual and compliance with the requirements applicable to an Individual's right to request an amendment of PHI will be the sole responsibility of Covered Entity, but at no additional cost or charge to Individual or Covered Entity by Business Associate.

k. Accounting of Disclosures.

- i. Business Associate will document any disclosures of PHI made by it to account for such disclosures as required by 45 CFR § 164.528(a). Business Associate also will make available information related to such disclosures as would be required for Covered Entity to respond to a request for an accounting of disclosures in accordance with 45 CFR § 164.528. At a minimum, Business Associate will furnish Covered Entity the following with respect to any covered disclosures by Business Associate: (i) the date

of disclosure of PHI; (ii) the name of the entity or person who received PHI, and, if known, the address of such entity or person; (iii) a brief description of the PHI disclosed; and (iv) a brief statement of the purpose of the disclosure which includes the basis for such disclosure.

- ii. Business Associate will furnish to Covered Entity information collected in accordance with this Section, within ten business days after written request by Covered Entity, to permit Covered Entity to make an accounting of disclosures as required by 45 CFR §164.528, or in the event that Covered Entity elects to provide an Individual with a list of its business associates, Business Associate will provide an accounting of its disclosures of PHI upon request of the Individual, if and to the extent that such accounting is required under the HITECH Act or under federal United States Department of Health and Human Services regulations adopted in connection with the HITECH Act.
 - iii. In the event an Individual delivers the initial request for an accounting directly to Business Associate, Business Associate will within ten business days forward such request to Covered Entity.
- l. **Availability of Books and Records.** Business Associate will make available its internal practices, books, agreements, records, and policies and procedures relating to the use and disclosure of PHI, upon request, to the Secretary of the federal United States Department of Health and Human Services for purposes of determining Covered Entity's and Business Associate's compliance with HIPAA, and this BAA.
- m. **Training.** Business Associate must train employees (and ensure verification of the same by Business Associate's agents and subcontractors as applicable) on the policies and procedures associated with safeguarding PHI. 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; and training that emphasizes the criminal and civil penalties related to HIPAA breaches or inappropriate uses or disclosures of protected health information. Training must be completed within 30 days of the date of hire by Business Associate and all employees must be re-trained at least annually thereafter. 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.
- n. **Litigation or Administrative Proceedings.** Business Associate shall make itself, any subcontractors, employees, or agents assisting the Business Associate in the performance of its obligations, available to Covered Entity, at no cost to the Covered Entity, to testify as witnesses, or otherwise, in the event litigation or

administrative proceedings are commenced against 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. Nothing herein limits or abrogates Business Associate's obligation under the State of Nevada Contract to which this BAA is incorporated to defend and indemnify Covered Entity.

- o. **Policies and Procedures.** Business Associate must adopt written privacy and security policies and procedures and documentation standards to meet the requirements of HIPAA.
- p. **Privacy and Security Officer(s).** Business Associate must appoint Privacy and Security Officer(s) whose responsibilities shall include: monitoring the Privacy and Security compliance of Business Associate; development and implementation of 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 Business Associate sustains a breach or suspected breach of protected health information.

VI. RESPONSIBILITIES OF COVERED ENTITY

- a. With regard to the use and/or disclosure of PHI by Business Associate, Covered Entity agrees to:
 - i. Notify Business Associate of any limitation(s) in its notice of privacy practices in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
 - ii. Notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
 - iii. Notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
 - iv. Except for Data Aggregation or management and administrative activities of Business Associate, Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA if done by Covered Entity.

VII. TERM AND TERMINATION

- a. This BAA as an incorporated attachment to a State of Nevada Contract is effective upon the effective date of that referenced Contract and continues in effect extending beyond any termination of said Contract until all PHI related thereto in the custody or control of Business Associate is returned to Covered Entity and destroyed thereafter by Business Associate, or, if no feasibly destroyed, protections are extended by Business Associate to such information.
- b. Covered Entity may terminate immediately this BAA, the Agreement, and any other related agreements if Covered Entity makes a determination that Business Associate has breached a material term of this BAA and Business Associate has failed to cure that material breach, to Covered Entity's reasonable satisfaction, in accordance with the notice provisions set forth in the State of Nevada Contract to which this BAA is incorporated. Covered Entity may report the breach to the Secretary of the federal United States Department of Health and Human Services.
- c. If Business Associate determines that Covered Entity has breached a material term of this BAA, then Business Associate will comply with the notice provisions set forth in the State of Nevada Contract to which this BAA is incorporated and related cure opportunity deadline and procedures. Business Associate may immediately report the problem to the Secretary of the federal United States Department of Health and Human Services.
- d. Upon termination of the Agreement or this BAA for any reason, all PHI maintained by Business Associate will be returned to Covered Entity or destroyed by Business Associate. Business Associate will not retain any copies of such information. This provision will apply to PHI in the possession of Business Associate's agents and subcontractors. Business Associate shall provide written certification of the destruction of PHI upon termination of the Agreement, including details of the method used and the date of destruction. If return or destruction of the PHI is not feasible, in Business Associate's reasonable judgment, Business Associate will furnish Covered Entity with notification, in writing, of the conditions that make return or destruction infeasible. Upon mutual written agreement of the Parties that return or destruction of the PHI is infeasible, Business Associate will extend the protections of this BAA to such information for as long as Business Associate retains such information and will limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible. The Parties understand that this Section will survive any termination of this BAA or the State of Nevada Contract to which it is incorporated.

VIII. HITECH ACT COMPLIANCE

- a. The Parties acknowledge that the HITECH Act includes significant changes to the Privacy Rule and the Security Rule. The privacy subtitle of the HITECH Act sets forth provisions that significantly change the requirements for business associates and the agreements between business associates and covered entities under HIPAA and these changes may be further clarified in forthcoming regulations and guidance. Each Party agrees to comply with the applicable provisions of the HITECH Act and any HHS regulations issued with respect to the HITECH Act. The Parties also agree to negotiate in good faith to modify this BAA via a duly authorized State of Nevada Contract Amendment as reasonably necessary to comply with the HITECH Act and its regulations as they become effective but, in the event that the Parties are unable to reach agreement on such a modification, the Parties shall utilize applicable and available contract termination provisions set forth in the State of Nevada Contract to which this BAA is incorporated to the extent jointly or severally authorized, utilizing the notice deadlines and provisions related to the same.

Nothing herein creates any rights in favor of any third party except as expressly stated herein or as provided by law. The Business Associate and Covered Entity have agreed to the terms of the above written BAA by incorporation of the same as an attachment or exhibit to the State of Nevada Contract between the Parties and in accordance with the order of precedence set forth in the State of Nevada Contract except where federal law may preempt Nevada law.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed and intend to be legally bound thereby.

BUSINESS ASSOCIATE

Independent Contractor's Signature Date

Independent Contractor Title

STATE OF NEVADA NEVADA HEALTH AUTHORITY

Stacie Weeks, JD, MPH Date

Director

Title



STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** March 5, 2026

Staff Contact: Carol Akers, Purchasing and Contracts Administrator

Agenda Title: For Possible Action: Discussion and possible action regarding Contract No. 26300231 ("Contract") with Microgenics Corp., part of Thermo Fisher Scientific, Inc., for one onsite urinalysis substance abuse testing machine and testing materials for onsite urinalysis substance abuse testing for 5 years for a total amount of \$120,084.21 per year resulting in a total not to exceed Contract amount of \$600,421.04 with two 1-year renewal options to be funded from the Drug Testing Fees account. (Carol Akers, cakers@carsoncity.gov and Marlina Stone, mstone@carsoncity.gov)

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

Proposed Motion

I move to award the Contract as presented and authorize the Purchasing & Contracts Administrator to sign the two 1-year renewal options if there are no changes to the Contract.

Board's Strategic Goal

Efficient Government

Previous Action

April 5, 2018 (Item 13B) - Approval of contract 1718-147 Alternative Sentencing Drug Testing System with Microgenics Corp. for a not to exceed annual amount of \$65,000 for 5 years with two 1-year renewal options for onsite urinalysis substance abuse testing.

Background/Issues & Analysis

Department of Alternative Sentencing ("DAS") completes drug testing on individuals assigned to supervision by the Carson City Courts. The drug testing is completed in the Alternative Sentencing Testing lab, located at 885 E. Musser St. DAS averages around 18,078 tests a year in the lab, screening for controlled substances and alcohol.

This contract is for the ongoing/annual costs of supplies to include reagents. Reagents are used to identify a specific drug in a urine sample. If the drug is present the reagent is able to detect it. Currently, urine samples are placed in the analyzer where the reagents are introduced into the sample to detect the specific drugs associated with the reagent. The reagents utilized to test the samples include: Amphetamine, Methamphetamine, Benzodiazepine, Cannabinoids (Marijuana), Cocaine, Fentanyl, Opiates/Opioids, Heroin, Alcohol, Ethanol/Alcohol, Ethanol Glucuronide, Hydrocodone, Buprenorphine (Suboxone), Ecstasy, and Creatinine, which is used to measure dilution in the urine.

This Contract is not adapted to award by competitive solicitation because it is for the purchase of supplies used in forensic analysis and said equipment and supplies are required to comply with specific forensic standards or quality standards.

Applicable Statute, Code, Policy, Rule or Regulation

NRS 332.115(2)(c)(2)

Financial Information

Is there a fiscal impact? Yes

If yes, account name/number: General Fund, Alternative Sentencing Department, Account Drug Testing Fees 1012800-500551

General Fund, Alternative Sentencing Department, Account Operating Supplies 1012800-500625

Is it currently budgeted? Yes

Explanation of Fiscal Impact: Account 1012800-500551 will be reduced by a not to exceed annual amount of \$120,084.21. The remaining months of Fiscal Year 2026 will be no more than \$50,000 the available budget is \$91,882.05. For Fiscal Year 2027 and beyond the annual budget each fiscal year is \$120,084.21. A budget transfer of \$84.21 from 1012800-500625 to 1012800-500551 will be posted as needed. Note that supplies are purchased on an as needed basis dependent on the number of tests performed. Actual expenses -in FY 2025 were \$90,871.83 and FY 2024 were \$109,996.70.

Alternatives

Do not approve the Contract and/or provide alternative directions to staff.

Attachment(s):

[26300260 DRAFT Contract.pdf](#)

Motion: _____

- 1) _____
- 2) _____

Aye/Nay

(Vote Recorded By)

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 26300260

Title: Thermo Fisher Scientific

THIS CONTRACT is made and entered into this 5th day of March 2026, by and between Carson City, a consolidated municipality, a political subdivision of the State of Nevada, hereinafter referred to as "**CITY**", and Microgenics Corporation, part of Thermo Fisher Scientific, 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. 26300260** (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. 26300260

Title: Thermo Fisher Scientific

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 April 1, 2026, subject to Carson City Board of Supervisors' approval (anticipated to be March 5, 2026) and ends on March 31, 2031, unless sooner terminated by either party as specified in **Section 7** (CONTRACT TERMINATION).

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 26300260

Title: Thermo Fisher Scientific

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:

Deborah Robinson, Sr. Contract Manager
Microgenics Corp.
46500 Kato Road
Fremont, CA 94538
800-232-3342
Deborah.Robinson@thermofisher.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@carsoncity.gov

5. **COMPENSATION:**

5.1 The parties agree that **CONSULTANT** will provide the SERVICES specified in **Section 2** (SCOPE OF WORK) and **CITY** agrees to pay **CONSULTANT** the Contract's compensation based upon Time and Materials and the Scope of Work Fee Schedule for a not to exceed maximum amount of Six Hundred Thousand Four Hundred Twenty One Dollars and 04/100 (\$600,421.04). This will be paid annually as: \$120,084.21 (April 1, 2026-March 31, 2031), 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. **CITY** does not agree to reimburse **CONSULTANT** for expenses unless otherwise specified.

6. **TIMELINESS OF BILLING SUBMISSION:**

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 26300260

Title: Thermo Fisher Scientific

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

7.2 Termination for Nonappropriation:

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

7.3 Cause Termination for Default or Breach:

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

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

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

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

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

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

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

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

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

7.4 Time to Correct (Declared Default or Breach):

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

7.5 Winding Up Affairs Upon Termination:

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

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

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

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

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

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7.6 Notice of Termination:

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

8. REMEDIES:

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

9. LIMITED LIABILITY:

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

10. FORCE MAJEURE:

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

11. INDEMNIFICATION:

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

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

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

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

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

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

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

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

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

12. INDEPENDENT CONTRACTOR:

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

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

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

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

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

13. INSURANCE REQUIREMENTS (GENERAL):

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

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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

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

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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.

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

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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.

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

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22. FEDERAL FUNDING:

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

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

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

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

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

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

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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-Benabou, Chief Financial Officer

Dated _____

By: _____
District Attorney or his or her Authorized Designee

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: 1012800-500551

By: _____

Dated _____

CONTACT PERSON:

Marlina Stone, Chief of Alternative Sentencing

Telephone: 775-283-7029

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: Deborah Robinson

TITLE: Sr. Contract Manager

FIRM: Microgenics Corporation

Address: 46500 Kato Road

City: Fremont **State:** CA **Zip Code:** 94538

Telephone: 800-232-3342

E-mail Address: Deborah.robinson@thermofisher.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 March 5, 2026, approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 26300260**. 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 5th day of March 2026.

ATTEST:

WILLIAM SCOTT HOEN, CLERK-RECORDER

DATED this 5th day of March 2026.

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

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Title: Thermo Fisher Scientific

SAMPLE INVOICE

Invoice Number: _____

Invoice Date: _____

Invoice Period: _____

Invoice shall be submitted to:

Carson City Department of Alternative Sentencing

Attn: Marlina Stone, Chief of Alternative Sentencing, email: MStone@carsoncity.gov

885 East Musser Street, Suite 2080

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

Microgenics Corporation

46500 Kato Road, Fremont, CA 94538

Technical/Customer Service: 800-232-3342

REAGENT AGREEMENT

This Agreement is by and between MICROGENICS CORPORATION "Seller" and DEPARTMENT OF ALT SENTENCING CARSON CITY (hereinafter referred to as "Buyer").

SECTION I: ACCOUNT INFORMATION

BILL TO INFORMATION:		Initial Contract Period:	60 months "Contract Term"	SHIP TO INFORMATION:	
Account No.:	C1002924	Account No.:		Account No.:	
Customer Name:	DEPARTMENT OF ALT SENTENCING CARSON CITY	Customer Name:		Customer Name:	
Street Address:	885 E Musser St	Street Address:		Street Address:	
City, State, ZIP:	Carson City, NV 89701	City, State, ZIP:		City, State, ZIP:	
Telephone:	(775) 887-2530	Telephone:	(775) 887-2530	Telephone:	
Fax:		Fax:		Fax:	
Finance Contact, Title:		Lab Contact, Title:		Lab Contact, Title:	
E-mail:	mstone@carson.org	E-mail:		E-mail:	
Taxable:	NO	Taxable:	NO	Taxable:	
Tax Code:		Tax Code:		Tax Code:	

SECTION II: TERMS and INSTRUMENT INFORMATION

Term (Months):	60	Payment Terms:	NET 30 DAYS
Primary Analyzer Model:	Indiko Plus	Instrument Consumables:	Included
Placement Option:	Reagent Rental	Water System:	Not Included
Purchase Price per Analyzer:	\$0	Water System Vendor:	
Monthly Lease Amount Per Analyzer:	\$0	Lab Information System:	Included
Service Option:	Mon-Fri, 8AM-5PM	Lab Information System Vendor:	ACT/Paracelsus
Service Cost Per Year Per Analyzer:	Included	End of Term Purchase Option:	
Service Vendor:	Thermo Fisher		

Annual Purchase Commitment

Total Annual Committed Tests:	145,296
Est. Reagent Purchase Commitment:	\$119,131.16
Est. Cals. & Controls Commitment:	\$953.05
Annual Instrument Lease Charges:	\$0.00
Annual Instrument Service Charges:	\$0.00
Total Annual Purchase Commitment:	\$120,084.21

Total Contract Purchase Commitment

Total Committed Tests:	726,480
Total Reagent Commitment:	\$595,655.79
Total Calibration Commitment:	\$4,765.25
Total Instrument Lease:	\$0.00
Total Instrument Service Charge:	\$0.00
Instrument Purchase Total:	\$0.00
Total Contract Commitment:	\$600,421.04

SECTION III: ADDITIONAL COMMENTS

[N/A]

SECTION IV: SIGNATURES

~~Customer acknowledges and agrees that this Agreement includes the terms and conditions set forth in Section I, Account Information; Section II Terms and Instrument Information; Section III, Additional Comments (as applicable); Section IV, Signatures; Section V, Committed Products Addendum (as applicable); Section VI, Catalog Price Addendum; Section VII, Reagent Only/Reagent Plus Addendum or Reagent Rental Addendum; and Section VIII, Terms & Conditions of Sale or any additional addendum contained herein. This Agreement shall not commence and become binding unless and until accepted in writing below by an authorized representative of Microgenics Corporation from its Home Office. This Agreement is effective as of the date noted with the authorized Seller/Home Office signature ("Effective Date"). The Agreement will continue for the period of time shown as "Contract Term" above.~~

~~* Contract start and end dates are effective upon receipt of original, signed contract documents in Microgenics Home Office.~~

Accepted and Agreed:

Buyer Name/Title (print): Marlina Stone / Chief

Buyer Signature:

Microgenics Sales Rep. Name (print): Jim Alexander, jim.alexander@thermofisher.com, 503-686-8892

Microgenics Home Office Signature:

Date:

Date:

Entry #10481

Date Printed: 9/24/2025

Microgenics Corporation

46500 Kato Road, Fremont, CA 94538

Technical/Customer Service: 800-232-3342

SECTION VII Reagent Rental Addendum

 Buyer: **Department of Alt Sentencing Carson City**

1. **REAGENT PURCHASE:** Under this Agreement, Customer agrees to purchase an Annual Purchase Commitment (as defined in Section II) of Seller's products as described in Section II, V and VI (hereinafter the "Products") during the Term (as defined in Section II) commencing on the Effective Date. Each twelve-month period during the Term shall be referred to as a "Contract Year". In exchange, Seller will install the instrument(s) identified in Section II ("Instrument(s)") at the Buyer's above location, provided that Buyer shall be responsible for shipping costs and sales tax for the Instrument, if applicable. Customer must exercise due and proper care in the operation, use, and maintenance of the Instrument and keep the Instrument in good operating order and condition during the Term of this Agreement. Use of reagents or consumable products other than the Products on the Instrument will void the Instrument warranty and shall be deemed a material breach of this Agreement by Customer. All rights and title to the Instrument remains with Seller at all times during the Term of this Agreement. The prices for the Products are listed in Sections V and VI and shall be firm for all purchase orders received by Seller during the first Contract Year. Seller may increase the prices for the Products no more than once in any Contract Year, by giving notice to Buyer. Notwithstanding the foregoing, upon 30 days written notice to the Buyer, Seller may increase the purchase price for any Product to account for (i) a significant increase in the cost of any raw material for the Product; (ii) any other significant increase in the cost to manufacture or supply the Product under this Agreement; or (iii) for a measurable decline in volume of Products purchased by Purchaser. Should Buyer fail to meet the Annual Purchase Commitment in any given Contract Year or Total Contract Purchase Commitment, such failure shall constitute a material breach of this Agreement. Seller shall notify Buyer of such shortfall and Buyer shall have thirty (30) days to comply with the terms herein. If Buyer does not cure such breach within the 30 day period, Seller reserves the right to do any or all of the following: (a) increase the purchase price for the Products, in addition to any purchase price increase authorized by this Agreement, to reflect the lower volume of Product purchases by Buyer; (b) invoice Buyer for the amount equal to the shortfall between actual quantity of Product purchased by Buyer in that Contract Year and the Annual Purchase Commitment; and/or (c) terminate this Agreement and invoice Buyer for the shortfall and remaining Annual Purchase Commitment for the Contract Term. Buyer agrees to pay such invoices in accordance with the payment terms set forth in this Agreement. If Buyer fails to pay any amounts when due, Buyer shall pay Seller interest thereon at a periodic rate of one and one-half percent (1.5%) per month (or, if lower, the highest rate permitted by law), together with all costs and expenses (including without limitation reasonable attorneys' fees and disbursements and court costs) incurred by Seller in collecting such overdue amounts or otherwise enforcing Seller's rights hereunder.
2. **TERM and AUTO-RENEWAL:** This Agreement takes effect on the Effective Date, as defined in Section IV, and shall remain in effect until the last day of the Contract Term (the "Initial Term"). The Initial Term shall automatically renew for successive one-year terms ("Renewal Terms") unless either party gives written notice to the other of its intent not to renew this Agreement at least 90 days prior to expiration of the Initial Term or Renewal Term, as applicable. The pricing and Annual Purchase Commitment of the last year of the Initial Term will be the basis for any annual price increase and purchase commitment compliance in the Renewal period, as applicable.
3. **SERVICE:** Seller or Seller's authorized representatives shall service the Instruments and shall replace parts necessary to keep the Instruments in working order at no additional cost to Buyer for the duration of the agreement. Buyer shall not alter the Instrument or make any repairs not clearly specified by Seller. Buyer shall operate the Instrument in accordance with the User Manual at all times and be responsible for maintaining the proper environment for the Instrument. Seller is not obligated to perform service on any Instrument that in Seller's sole judgment (i) has been damaged by environmental or operational conditions, including but not limited to the elements, an accident, failure of electrical power, or acts of nature; (ii) has been modified or utilized with unauthorized parts or non-Seller software or reagents; (iii) has been repaired by any individual that is not an authorized Seller employee or designee; or (iv) has been used by an operator that has failed to follow standard Instrument maintenance policies. Any work done on an instrument that was caused by one of the aforementioned events will be billed to the Buyer at the Seller's then current hourly rate.
4. **TITLE:** The Instruments are and shall remain the property of Manufacturer, and title to the Instruments shall remain exclusively in Manufacturer until the end of the Term, at which point title shall transfer to Customer pursuant to the terms set forth in section 1 above. The Customer will keep the Instruments free from all attachments, liens, security interests, and encumbrances. Customer shall not make any changes or alterations to the Instruments or remove any labels, signs, symbols, trademarks or serial numbers affixed to the Instruments. It is hereby understood that the Customer grants to Manufacturer a security interest in the Instruments and authorizes Manufacturer to file any UCC Financing Statement or Schedule 1 documentation. Customer will, if requested, execute any and all such documentation.
5. **RISK OF LOSS:** Buyer assumes responsibility for loss or damage to the Instruments from any cause whatsoever, except for loss or damage caused by Seller, its employees or agents. Buyer shall promptly notify Seller of any loss or damage to the Instruments. If Seller, in its discretion, determines that the damaged Instruments are repairable, the Buyer shall pay the costs of repair and Seller, at its option, shall either repair or replace the Instruments. If Seller decides the Instruments are unrepairable, or if the Instruments are lost or stolen, then the Buyer shall pay Seller the balance of the amounts owed for the prorated cost of the instrument(s).
6. **INSPECTION AND LOCATION:** Seller may, with reasonable notice during regular business hours, enter upon the Buyer's premises where the Instruments are located for the purpose of inspecting the Instruments. Instruments may not be relocated without prior written approval from Seller.
7. **DISCOUNT/PRICE REDUCTION DISCLOSURE:** has been informed of and agrees to properly disclose and appropriately reflect any discounts or reductions in price associated with Products or Instruments described in this Agreement, in costs claimed or charges made by Buyer under Medicare, Medicaid, or federal or state healthcare programs requiring such disclosure or reporting, Social Security Act, section 1128B (b) (3) (A), 42 U.S.C. section 1320a-7b (b) (3) (A). If Buyer needs any additional information from Seller in order to meet such requirements, Buyer agrees to make a written request.
8. **INSURANCE:** The Buyer shall provide, maintain and pay for (a) insurance against the loss or theft of or damage to the Instruments, for full replacement value thereof, naming Seller as an additional insured, and (b) comprehensive product liability insurance protecting against claims for bodily injury, death and/or property

damage arising out of the use, possession, operating or condition of the Instrument. The Buyer shall maintain general liability insurance having minimum limits of \$1,000,000.00 per claim and \$2,000,000.00 in the aggregate, and worker's compensation coverage having statutory limits. At Seller's request, the Buyer shall make available such insurance policies for Seller's review and inspection.

9. **TRANSPORTATION AND RETURN OF EQUIPMENT:** If, for any reason, the Buyer needs to return the Instruments, the Buyer must notify Seller Technical Service for packing and shipping instructions. The Instruments are to be returned in the same condition as received, ordinary wear and tear accepted. The Buyer will be responsible for the loss of or damage to the Instruments while they are in return transit and shall bear the packing and transportation expenses for the return of the Instruments. If this Agreement is terminated by a party prior to the end of the Term for any reason, or as otherwise mutually agreed upon by the parties, at Customer's cost and in compliance with reasonable instructions by Seller, Customer must return the Instrument(s) to Seller or permit Seller to pick up the Instrument(s), at Seller's election. Prior to return, Customer will obtain from Seller a return authorization number, fully clean the Instrument(s) and decontaminate it of radioactive, biological, toxic and other dangerous or hazardous materials or substances and, if Seller requests, Customer will submit to Seller a completed certificate of decontamination. If Customer fails to return the Instrument(s) on the return date that Seller requests, Customer agrees to pay \$300 per day of delay in Reagent Rental Addendum Page 2 of 2 returning the Instrument(s). At the end of the Term, if Customer meets the Annual Purchase Commitment for each Contract Year of the Term of this Agreement, Customer will own the Instrument(s).
10. **FORCE MAJEURE:** Except for Buyer's obligation to pay for Products under this Agreement, neither Party shall be liable to the other for its delay or failure to perform under this Agreement or shall have any right to terminate this Agreement for any such delay or failure in performance attributable to any Act of God including but not limited to, flood, fire, explosion, strike, lockout, labor dispute, casualty or accident, war, revolution, civil commotion, act of public enemies, blockage or embargo, injunction, law, order, proclamation, regulation, ordinance, demand or requirement of any government or subdivision, authority or representative of any such government, or any other cause beyond the reasonable control of such Party, if the Party affected shall give prompt notice of any such cause to the other Party. The Party giving such notice shall thereupon be excused from such of its obligations, hereunder for the period of time that it is so disabled.
11. **DISCLAIMER:** The individual kit yields results may vary based on multiple factors. Yields should be used as a reference point only. Any change to the actual kit yield does not guarantee a retroactive credit or billing.
12. **ADDITIONAL TERMS/ENTIRE AGREEMENT:** This Agreement and the attached terms and conditions of sale in Section VIII, including but not limited to the warranty, indemnification and other terms of sale, supersedes all terms and conditions contained in any order form issued by the Buyer, which are hereby expressly rejected. **If any terms in Section VIII conflict with this Agreement or other Section(s), the terms in this Agreement and/or such other Section(s) supersede the conflicting term in Section VIII. This Agreement hereby cancels and supersedes all previous Agreements between the parties hereto pertaining to the subject matter hereof whether in oral or in writing and constitutes the entire Agreement of the parties hereto, and shall not be amended or altered in any respect except in writing executed by the parties.**

Date Printed: 9/24/2025

Microgenics Corporation

46500 Kato Road, Fremont, CA 94538

Technical/Customer Service: 800-232-3342

SECTION V Committed Products Addendum

Customer: Department of Alt Sentencing Carson City

Contract Length (Months): 60

Total Annual Tests: 145,296

Estimated TOX Purchase \$: \$119,131

Estimated Cals & Controls \$: \$941

Estimated Annual \$: \$120,084

(*Annual \$ includes estimated calibration)

(ALL PRICES IN THIS SECTION ARE SUBJECT TO 0.00 % YEARLY INCREASE)

Analyte	Product	Description	# Annual Tests	# Annual Kits	Yield	Kit Price	\$/Test	Annual Total	Term Total
Amphetamine	10014585	Kit Amph Rgt DRI 3x18mL	12,000	17.7	678	\$637.32	\$0.940	\$11,281	\$56,403
Cocaine	10014593	Kit Coc Rgt 3x18mL DRI	7,200	10.6	678	\$637.32	\$0.940	\$6,756	\$33,778
Opiate	10014601	Kit Opiate DRI 3x18mL	9,600	14.2	678	\$637.32	\$0.940	\$9,050	\$45,250
THC	10014665	Kit THC Rgt DRI 3x18mL	17,064	25.2	678	\$637.32	\$0.940	\$16,060	\$80,302
PCP	10014673	Kit PCP Rgt 3x18mL DRI	2,400	3.5	678	\$637.32	\$0.940	\$2,231	\$11,153
Ecstasy	10014681	Kit Ecstasy Rgt DRI 3x18mL	2,808	4.1	678	\$637.32	\$0.940	\$2,613	\$13,065
6-AM	10015213	Kit Heroin Mtb TSC Indiko	6,000	8.8	678	\$637.32	\$0.940	\$5,608	\$28,042
Oxycodone	10015632	Kit Oxycodone Rgts 3x18mL DRI	1,716	2.5	678	\$637.32	\$0.940	\$1,593	\$7,967
Creatinine	10015638	Kit Creat Rgt 3x18mL DRI	12,000	26.0	462	\$115.50	\$0.250	\$3,003	\$15,015
Benzodiazepine	10015644	Kit Benz Rgt 3x18mL DRI	9,600	14.2	678	\$637.32	\$0.940	\$9,050	\$45,250
Barbiturate	10015648	Kit Barb Rgt 3x18mL DRI	7,200	10.6	678	\$637.32	\$0.940	\$6,756	\$33,778
pH	10015654	Kit pH-Dt 1x120mL and 6 MT	36	1.0	564	\$141.00	\$0.250	\$141	\$705
Buprenorphine	10015658	Kit Bup Rgts TSC Indiko	6,000	8.8	678	\$637.32	\$0.940	\$5,608	\$28,042
Fentanyl	10016006	Kit Fent Rgts 3x18mL CJF	9,600	14.2	678	\$637.32	\$0.940	\$9,050	\$45,250
ETG	10016154	Kit EtG Rgts 3x18mL CJF	12,000	17.7	678	\$637.32	\$0.940	\$11,281	\$56,403
Alcohol	10016397	Kit EtOH Rgts 3x18mL DRI	12,000	17.7	678	\$169.50	\$0.250	\$3,000	\$15,001
Methadone	10016403	Kit Methadone 3x18mL DRI	2,400	3.5	678	\$637.32	\$0.940	\$2,231	\$11,153
Hydrocodone	10018054	Kit Hyc/Hym Rgt 3x18mL	6,000	8.8	678	\$474.60	\$0.700	\$4,176	\$20,882
Propoxyphene	10018510	Kit PPx Rgts 3x18mL DRI	2,400	3.5	678	\$637.32	\$0.940	\$2,231	\$11,153
EDDP	10018522	Kit Metd Mtb Rgt 3x18mL	6,000	8.8	678	\$637.32	\$0.940	\$5,608	\$28,042
General Oxidant	10018528	Kit GenOx Dt Rgt 6x18mL	36	1.0	564	\$141.00	\$0.250	\$141	\$705
Sp Gravity	10018532	Kit Gravity Detect Rgt 6x18mL	36	1.0	492	\$123.00	\$0.250	\$123	\$615
Synthetic Cannabinoids	10022949	Kit UR-144 TSC	600	1.3	474	\$592.50	\$1.250	\$770	\$3,851
Synthetic Cannabinoids	10022971	Kit CEDIA AB-PINACA TSC	600	1.3	474	\$592.50	\$1.250	\$770	\$3,851
			145,296					\$119,131	\$595,656

Date Printed: 9/24/2025

Microgenics Corporation

46500 Kato Road, Fremont, CA 94538

Technical/Customer Service: 800-232-3342

SECTION VI Catalog Price Addendum

Customer: Department of Alt Sentencing Carson City

Primary Instrument: Indiko Plus

Annual Testing Volume: 145,296

DRI DRUGS OF ABUSE PRODUCTS
DRI DRUGS OF ABUSE ASSAYS

Cat #	Prod Desc	Kit Size	# Test/Kit	\$/Kit	Cat #	Prod Desc	Kit Size	# Test/Kit	\$/Kit
0017	Kit Amph 100ml *	100mL	1320	\$1,240.80	0433	Kit PPx 500ml *	500mL	6653	\$6,253.82
0018	Kit Amph 500ml *	500mL	6653	\$6,253.82	0514	Kit Methaqualone 100ml	100mL	1320	\$1,799.16
0037	Kit Alcohol 100ml *	100mL	1320	\$330.00	0515	Kit Methaqualone 500ml	500mL	6653	\$9,068.04
0038	Kit Alcohol 500ml *	500mL	6653	\$1,663.25	0596	Kit Methadone 100ml *	100mL	1320	\$1,240.80
0039	Kit Benz 100ml *	100mL	1320	\$1,240.80	0597	Kit Methadone 500ml *	500mL	6653	\$6,253.82
0040	Kit Benz 500ml *	500mL	6653	\$6,253.82	100075	Kit XTC Rgt 100mL *	100mL	1320	\$1,240.80
0055	Kit Cocaine 100ml *	100mL	1320	\$1,240.80	100076	Kit Ecstasy Rgt 500mL *	500mL	6653	\$6,253.82
0056	Kit Cocaine 500ml *	500mL	6653	\$6,253.82	100115	Kit Methadone Mtb 100mL *	100mL	1320	\$1,240.80
0135	Kit Opiate 100mL *	100mL	1320	\$1,240.80	100116	Kit Methadone Mtb 500mL *	500mL	6653	\$6,253.82
0136	Kit Opiate 500mL *	500mL	6653	\$6,253.82	10015893	Kit EtG Rgt 500mL CJF *	500mL	6653	\$6,253.82
0160	Kit PCP 100mL *	100mL	1320	\$1,240.80	10015894	Kit EtG Rgt 68mL CJF *	68mL	893	\$839.42
0161	Kit PCP 500mL *	500mL	6653	\$6,253.82	10016005	Kit Fent Rgt 500 mL *	500mL	6653	\$6,253.82
0185	Kit THC 100mL *	100mL	1320	\$1,240.80	10018053	Kit Hyc/Hym Rgt 500mL *	500mL	6653	\$4,657.10
0186	Kit THC 500mL *	500mL	6653	\$6,253.82	100248	Kit Oxycodone 70mL *	70mL	893	\$839.42
0225	Kit Barb 100mL *	100mL	1320	\$1,240.80	100249	Kit Oxycodone 500mL *	500mL	6653	\$6,253.82
0226	Kit Barb 500mL *	500mL	6653	\$6,253.82	10028871	DRI Fentanyl II 500 mL	1X500 mL	6653	\$12,999.99
0394	Kit Cotinine 100ml	100mL	834	\$1,499.99	10028872	DRI Fentanyl II 115 mL	115mL	1520	\$3,999.99
0395	Kit Cotinine 500mL	500mL	4275	\$6,074.99	B40000350	DRI Tramadol Assay 500mL	500 mL	4150	\$12,999.99
0432	Kit PPx 100ml *	100mL	1320	\$1,240.80	B40000351	DRI Tramadol Assay 115mL	115 mL	950	\$3,999.99

DRI DAU CONTROLS

Cat #	Prod Desc	Kit Size	\$/Kit	Cat #	Prod Desc	Kit Size	\$/Kit
0239	Kit Alcohol Ctrl 50 5mL	5mL	\$5.00	10018149	Kit Hyc Ctrl	10mL	\$26.00
0243	Kit Alcohol Ctrl 300 5mL	5mL	\$5.00	10026302	DRI Hydromorphone control	1 x 25mL	\$37.00
0460	Kit Cotinine Ctrl Low	5mL	\$8.00	100254	Kit Oxycodone Ctrl 100 C/O	10mL	\$15.00
0470	Kit Cotinine Ctrl High	5mL	\$8.00	100255	Kit Oxycodone Ctrl 300 C/O	10mL	\$15.00
10024435	Kit MDA Ctrl 650ng/mL	25mL	\$40.00	10024083	Kit pH Detect Ctrl 4.5	25mL	\$30.00
10015934	Kit EtG Ctrl 375 CJF	25mL	\$25.00	0168	Kit THC Ctrl 60ng 5ml	5mL	\$5.00
10015936	Kit EtG Ctrl 625 CJF	25mL	\$25.00	0170	Kit THC Ctrl 40ng 5ml	5mL	\$5.00
10015937	Kit EtG Ctrl 750 CJF	25mL	\$25.00	0212	Kit THC Ctrl 125ng 5ml	5mL	\$20.00
10015939	Kit EtG Ctrl 1250 CJF	25mL	\$25.00	0214	Kit THC Ctrl 75ng 5mL	5mL	\$24.00
10016022	Kit Fent Ctrl 1 CJF	25mL	\$10.00	1401	Kit THC Ctrl 40ng 25ml	25mL	\$24.00
10016024	Kit Fent Ctrl 3 CJF	25mL	\$10.00	1402	Kit THC Ctrl 60ng 25ml	25mL	\$24.00
10028875	DRI Fent II Control Kit	2 X 10mL per level	\$212.60	1404	Kit THC Ctrl 125ng 25ml	25mL	\$24.00
				B40000354	DRI Tramadol Control Kit	2x10 mL	\$178.57

DRI DAU CALIBRATORS

Cat #	Prod Desc	Kit Size	\$/Kit	Cat #	Prod Desc	Kit Size	\$/Kit
0241	Kit Alcohol Cal 100 5mL	5mL	\$5.00	1388	Kit Urine Cal Neg 25ml	25mL	\$18.50
0311	Kit Alcohol Cal Neg 5mL	5mL	\$5.00	1588	Kit MD Cal 1 10ml	10mL	\$15.50
1405	Kit Alcohol Cal Neg 25ml	25mL	\$24.00	1589	Kit MD Cal 1 25ml	25mL	\$27.50
1406	Kit Alcohol Cal 100 25mL	25mL	\$24.00	1591	Kit MD Cal 2 Low 10ml	10mL	\$15.50
0404	Kit Cotinine Cal	6x5mL	\$30.00	1592	Kit MD Cal 2 Low 25ml	25mL	\$27.50
100079	Kit XTC Cal 1000 DRI	10mL	\$10.00	1594	Kit MD Cal 3 10ml	10mL	\$15.50
100080	Kit XTC Cal 750 DRI	10mL	\$10.00	1595	Kit MD Cal 3 25ml	25mL	\$27.50
100081	Kit XTC Cal 500 DRI	10mL	\$10.00	1597	Kit MD Cal 4 High 10mL	10mL	\$15.50
100082	Kit XTC Cal 250 DRI	10mL	\$10.00	1598	Kit MD Cal 4 High 25mL	25mL	\$27.50
100117	Kit Methadone Mtb Cal 150	10mL	\$10.00	1664	Kit Urine Cal Neg 10mL	10mL	\$15.50
100118	Kit Methadone Mtb Cal 300	10mL	\$10.00	1609	Kit Opiate Cal 1 25mL	25mL	\$40.00
100120	Kit Methadone Mtb Cal 1000	10mL	\$10.00	1610	Kit Opiate Cal 3 25mL	25mL	\$24.00
100122	Kit Methadone Mtb Cal 2000	10mL	\$10.00	100250	Kit Oxycodone Cal 100	10mL	\$10.00
10015932	Kit EtG Cal Neg CJF	25mL	\$25.00	100251	Kit Oxycodone Cal 300	10mL	\$10.00
10015933	Kit EtG Cal 100 CJF	10mL	\$15.00	100252	Kit Oxycodone Cal 500	10mL	\$10.00
10015935	Kit EtG Cal 500 CJF	10mL	\$15.00	100253	Kit Oxycodone Cal 1000	10mL	\$10.00
10015938	Kit EtG Cal 1000 CJF	10mL	\$20.00	10024403	Kit pH Detect Cal 4 and 11	2x25mL	\$17.80
10015940	Kit EtG Cal 2000 CJF	10mL	\$15.00	0042	Kit THC Cal 50ng 5ml	5mL	\$5.00
10016023	Kit Fent Cal 2 CJF	10mL	\$10.00	0044	Kit THC Cal 100ng 5ml	5mL	\$20.00
10028873	DRI Fent II Cutoff Cal	2 X 10mL	\$153.07	0206	Kit THC Cal 200ng 5ml	5mL	\$5.00
10028874	DRI Fentanyl II Neg Cal	2 X 10mL	\$153.07	0235	Kit THC Cal 20ng 5mL	5mL	\$5.00
10018079	Kit Hyc Cal 100 ng/mL	10mL	\$10.00	1397	Kit THC Cal 20ng 25ml	25mL	\$24.00
10018080	Kit Hyc Cal 300 ng/mL	10mL	\$10.00	1398	Kit THC Cal 50ng 25ml	25mL	\$24.00
10018081	Kit Hyc Cal 500 ng/mL	10mL	\$10.00	1399	Kit THC Cal 100ng 25ml	25mL	\$24.00
10018082	Kit Hyc Cal 1000 ng/mL	10mL	\$10.00	1400	Kit THC Cal 200ng 25ml	25mL	\$24.00
0034	Kit Urine Cal Low	5mL	\$20.00	B40000352	DRI Tramadol Cutoff Cal	2x10 mL	\$136.06
0036	Kit Urine Cal High	5mL	\$7.50	B40000353	DRI Tramadol Neg Cal	2x10 mL	\$136.06
				B40000366	DRI Tramadol Calibrator	5x10 mL	\$153.07

Date Printed: 9/24/2025

Microgenics Corporation

46500 Kato Road, Fremont, CA 94538

Technical/Customer Service: 800-232-3342

SECTION VI Catalog Price Addendum

Customer: Department of Alt Sentencing Carson City

Primary Instrument: Indiko Plus

Annual Testing Volume: 145,296

CEDIA DRUGS OF ABUSE PRODUCTS
CEDIA DRUGS OF ABUSE ASSAYS

Cat #	Prod Desc	Kit Size	# Test/Kit	\$/Kit	Cat #	Prod Desc	Kit Size	# Test/Kit	\$/Kit
100040	Kit Amph/Ecstasy LC	495mL	6586	\$8,976.72	100171	Kit PPx MCC	65mL	853	\$1,162.64
100084	Kit Barb TSC	3X17mL	678	\$924.11	100172	Kit PCP TSC	3X17mL	678	\$924.11
100085	Kit Benz TSC	3x17mL	678	\$924.11	100173	Kit PCP MCC	65mL	853	\$1,162.64
100086	Kit Cocaine TSC	3X17mL	678	\$924.11	100186	Kit Heroin Mtb LC *	495mL	6586	\$6,190.84
100087	Kit Methadone Mb TSC	3X17mL	678	\$924.11	100190	Kit Buprenorphine TSC *	3X17mL	678	\$637.32
100088	Kit Methadone TSC	3X17mL	678	\$924.11	10020850	Kit Bup II MCC	65mL	533	\$726.48
100089	Kit Opiate TSC	3X17mL	678	\$924.11	10022955	Kit UR-144 MCC *	65mL	598	\$747.50
100091	Kit THC TSC	3X17mL	678	\$924.11	10022977	Kit CEDIA AB-PINACA MCC *	65mL	598	\$747.50
100093	Kit Barb MCC	65mL	853	\$1,162.64	100240	Kit Buprenorphine MCC *	65mL	853	\$801.82
100094	Kit Benz MCC	65mL	853	\$1,162.64	10026612	Kit, Mitragynine MCC	65mL	810	\$2,499.99
100095	Kit Cocaine MCC	65mL	853	\$1,162.64	1661213	Kit Barb LC	495mL	6586	\$8,976.72
100096	Kit Methadone Mtb MCC	65mL	853	\$1,162.64	1661230	Kit Cocaine LC	495mL	6586	\$8,976.72
100097	Kit Methadone MCC	65mL	853	\$1,162.64	1661248	Kit Opiate LC	495mL	6586	\$8,976.72
100098	Kit Opiate MCC	65mL	853	\$1,162.64	1661256	Kit THC LC	495mL	6586	\$8,976.72
100099	Kit Opiate 2K MCC	65mL	853	\$1,162.64	1661523	Kit PPx LC	495mL	6586	\$8,976.72
100100	Kit THC MCC	65mL	853	\$1,162.64	1730916	Kit Methadone LC	495mL	6586	\$8,976.72
100103	Kit Amph/Ecstasy MCC	65mL	853	\$1,162.64	1732137	Kit LSD SC	18mL	0	\$549.99
100104	Kit Amph/Ecstasy TSC	3X17mL	678	\$924.11	1775561	Kit Benz LC	495mL	6586	\$8,976.72
100107	Kit Heroin Mtb TSC *	3X17mL	678	\$637.32	1815296	Kit Opiate 2K LC	495mL	6586	\$8,976.72
100108	Kit Heroin Mtb MCC *	65mL	853	\$801.82	1815784	Kit PCP LC	495mL	6586	\$8,976.72
100170	Kit PPx TSC	3X17mL	678	\$924.11	1868217	Kit Methadone Mtb LC	495mL	6586	\$8,976.72

MAS TOXICOLOGY CONTROLS

Cat #	Prod Desc	Kit Size	\$/Kit	Cat #	Prod Desc	Kit Size	\$/Kit
DOAT-1	Kit DOA TOTAL L1 MAS	6x18mL	\$30.00	DOAT-5	Kit DOA TOTAL L5 MAS	6x18mL	\$45.00
DOAT-2	Kit DOA TOTAL L2 MAS	6x18mL	\$45.00	DOAT-6	Kit DOA TOTAL L6 MAS	6x18mL	\$45.00
DOAT-3	Kit DOA TOTAL L3 MAS	6x18mL	\$45.00	DOAT-MP	Kit DOA TOTAL MP MAS	6x18mL 1 lev ea	\$45.00
DOAT-4	Kit DOA TOTAL L4 MAS	6x18mL	\$45.00	10011608	Kit Tox Ctrl MP MAS	6x5mL	\$15.00

CEDIA DAU CALIBRATORS

Cat #	Prod Desc	Kit Size	\$/Kit	Cat #	Prod Desc	Kit Size	\$/Kit
100031	Kit 6-AM Cal C/O	5mL	\$15.00	1815326	Kit MD Cal Prim 2K SC	5mL	\$8.50
100034	Kit 6-AM Cal High	5mL	\$15.00	1815334	Kit MD Cal Prim 2K LC	15mL	\$20.00
100241	Kit Bup Cal 0ng/mL	7.5mL	\$10.00	1557416	Kit Neg Cal SC	5mL	\$5.00
100242	Kit Bup Cal 5ng/mL	5mL	\$10.00	1661388	Kit Neg Cal LC	15mL	\$12.00
100243	Kit Bup Cal 20ng/mL	5mL	\$10.00	1662848	Kit PPx/Metd Cal CO	5mL	\$6.50
100244	Kit Bup Cal 50ng/mL	5mL	\$10.00	1662856	Kit PPx/Metd Cal Int	5mL	\$6.50
100245	Kit Bup Cal 75ng/mL	5mL	\$10.00	1662864	Kit PPx/Metd Cal High	5mL	\$6.50
10020799	Kit Bup II Cal 10ng/mL	1x5mL	\$14.00	10022754	Kit UR-144 Cal 10ng/mL	1x5mL	\$14.00
10020800	Kit Bup II Cal 20ng/mL	1x5mL	\$14.00	10022755	Kit UR-144 Cal 20ng/mL	1x5mL	\$14.00
10020801	Kit Bup II Cal 50ng/mL	1x5mL	\$14.00	10022756	Kit, UR-144 Cal 40ng/mL	1x5mL	\$15.00
10020802	Kit Bup II Cal 100ng/mL	1x5mL	\$14.00	10022759	Kit UR-144 Cal 60ng/mL	1x5mL	\$15.00
10021390	Kit Neg Cal II	1x17mL	\$14.00	10022930	Kit, Neg Cal III, CJF	1x10mL	\$14.00
10022753	Kit Neg Cal II, CJF	1x7.5mL	\$14.00	10022931	Kit AB-PINACA Cal 5	1x5mL	\$14.00
10026590	Kit, Mtgy Cal 20 ng/mL	5mL	\$17.50	10022932	Kit AB-PINACA Cal 20	1x5mL	\$14.00
10026591	Kit, Mtgy Cal 50 ng/mL	5mL	\$17.50	10022933	Kit AB-PINACA Cal 50	1x5mL	\$14.00
10026592	Kit, Mtgy Cal 100 ng/mL	5mL	\$18.80	10022934	Kit AB-PINACA Cal 100	1x5mL	\$15.00
10026593	Kit, Mtgy Cal 200 ng/mL	5mL	\$18.80	1557505	Kit THC Cal 25	15mL	\$20.00
1732153	Kit LSD Cal C/O	5mL	\$10.00	1557513	Kit THC Cal 50	15mL	\$20.00
1732161	Kit LSD Cal Intermediate	5mL	\$10.00	1557521	Kit THC Cal 75	15mL	\$20.00
1732196	Kit LSD Cal High	5mL	\$10.00	1557530	Kit THC Cal 100	15mL	\$20.00
100033	Kit MD Cal Internl C/O	5mL	\$13.00	1557548	Kit THC Cal 150	15mL	\$20.00
1730380	Kit MD Cal Intermed SC	5mL	\$8.50	10022376	Kit Bup OFT Cal C/O CJF	5mL	\$36.00
1730398	Kit MD Cal High SC	5mL	\$8.50	10014954	Kit MD OFT Neg Cal OE	20mL	\$20.00
1730401	Kit MD Cal Clinical SC	5mL	\$8.50	10014955	Kit MD OFT C/O Cal OE	10mL	\$13.00
1730428	Kit MD Cal Sec C/O SC	5mL	\$8.50	10022355	Kit MD OF CO Set B, OECJF	10mL	\$300.00
1730517	Kit MD Cal Sec C/O LC	15mL	\$20.00	10014950	Kit Meth OFT Neg Cal OE	10mL	\$13.00
1732218	Kit MD Cal Intermed LC	15mL	\$20.00	10014951	Kit Meth OFT C/O Cal OE	5mL	\$7.50
1732226	Kit MD Cal High LC	15mL	\$20.00	10014922	Kit THC OFT Neg Cal OE	10mL	\$13.00
				10014923	Kit THC OFT CO Cal OE	5mL	\$7.50

CEDIA DAU CONTROLS

Cat #	Prod Desc	Kit Size	\$/Kit
100246	Kit Bup Control	2x5mL	\$15.00
10020804	Kit Bup II Ctrl	2x5mL	\$21.00
10026594	Kit, Mtgy Ctrl Set	2x5mL	\$22.50
1815440	Kit MD Ctrl Spclt Set	3x5mL	\$20.00
10022760	Kit UR-144 Control Set	2x5mL	\$18.00
10022935	Kit AB-PINACA Ctrl Set	2x5mL	\$18.00
1661060	Kit THC Ctrl 100	2x15mL	\$20.00

Cat #	Prod Desc	Kit Size	\$/Kit
1661078	Kit THC Ctrl 50	2x15mL	\$20.00
1661086	Kit THC Ctrl 25	2x15mL	\$20.00
10022377	Kit Bup OFT Ctrl Set CJF	5mL	\$66.00
10014957	Kit MD OFT Ctrl Set_OE	2x15mL	\$15.00
10022356	Kit MD OF Ctl SetB_OECJF	2x15mL	\$300.00
10014953	Kit Meth OFT Ctrl Set_OE	2x10mL	\$15.00
10014925	Kit THC OFT Ctl Set_OE	2x10mL	\$15.00

DAU SPECIALTY PRODUCTS

Cat #	Prod Desc	Kit Size	\$/Kit
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Cat #	Prod Desc	Kit Size	\$/Kit
127680	Kit Beta-Glucuronidase	5mL	\$324.99

CEDIA/DRI MULTI-DRUG DAU CONTROL SETS

Cat #	Prod Desc	Kit Size	\$/Kit
100069	Kit MD Ctrl Optional	2x5mL	\$16.00
100200	Kit MD Primary Ctrl	3x5mL	\$30.00

Cat #	Prod Desc	Kit Size	\$/Kit
100201	Kit MD Clinical Ctrl	3x5mL	\$30.00
100202	Kit MD Select Ctrl	3x5mL	\$30.00

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Microgenics Corporation

46500 Kato Road, Fremont, CA 94538

Technical/Customer Service: 800-232-3342

SECTION VI Catalog Price Addendum

Customer: Department of Alt Sentencing Carson City

Primary Instrument: Indiko Plus

Annual Testing Volume: 145,296

CEDIA ORAL FLUIDS TESTING PRODUCTS
CEDIA ORAL FLUIDS TESTING PRODUCTS

Cat #	Prod Desc	Kit Size	# Test/Kit	\$/Kit	Cat #	Prod Desc	Kit Size	# Test/Kit	\$/Kit
10014764	Kit Coc OFT MCC-OE	65mL	853	\$1,066.25	10018590	Kit Cocaine OFT 3x17	3x17mL	678	\$847.50
10014873	Kit Opiate OFT MCC_OE	65mL	853	\$1,066.25	10018595	Kit Meth OFT 3x17	3x17mL	678	\$847.50
10014888	Kit PCP OFT MCC_OE	65mL	853	\$1,066.25	10018600	Kit Opiate OFT 3x17	3x17mL	678	\$847.50
10014910	Kit THC OFT MCC_OE	65mL	853	\$1,066.25	10018605	Kit PCP OFT 3x17	3x17mL	678	\$847.50
10014947	Kit Amph OFT MCC-OE	65mL	853	\$1,066.25	10022348	Kit Barb OFT MCC-OE CJF	65mL	853	\$1,066.25
10014949	Kit Meth OFT MCC_OE	65mL	853	\$1,066.25	10022349	Kit Benz OFT MCC-OE CJF	65mL	853	\$1,066.25
10015531	Comp Buf OFT Persrvt 1L	1L	800	\$399.99	10022350	Kit Methadone OFT MCC-OE CJF	65mL	853	\$1,066.25
10018579	Kit Amph OFT 3x17	3x17mL	678	\$847.50	10022351	Kit Oxy OFT MCC-OE CJF	65mL	853	\$1,066.25
10018585	Kit THC OFT 3x17	3x17mL	678	\$847.50	10022352	Kit Bup OFT MCC-OE CJF	65mL	853	\$1,066.25

DRI ADULTERATION PRODUCTS
DRI Adulteration Assays

Cat #	Prod Desc	Kit Size	# Test/Kit	\$/Kit	Cat #	Prod Desc	Kit Size	# Test/Kit	\$/Kit
100054	Kit pH-Detect 500ml *	2X500mL	5544	\$1,386.00	1194	Kit Gravity Detect 500mL *	2X500mL	4868	\$1,217.00
10009958	Kit GenOx Dt 500 *	2X500mL	5544	\$1,386.00	1797	Kit Creat-Detect 500ml *	500mL	4536	\$1,134.00

DRI Adulteration Controls and Calibrators

Cat #	Prod Desc	Kit Size	\$/Kit	Cat #	Prod Desc	Kit Size	\$/Kit
100272	Kit Creat Cal 2 and 20mg/dL	2x25mL	\$26.00	100282	Kit pH Detect Ctrl 3.6	25mL	\$16.00
100273	Kit Creat Ctrl 1.3mg/dL	25mL	\$16.00	100283	Kit pH Detect Cal 3 and 11	2x25mL	\$20.00
100274	Kit Creat Ctrl 7.5mg/dL	25mL	\$16.00	100284	Kit pH Detect Ctrl 7	25mL	\$16.00
100275	Kit Creat Ctrl 23mg/dL	25mL	\$16.00	100285	Kit pH-Detect Ctrl pH 10	25mL	\$16.00
10009971	Kit GenOx Cal 0 and 200	2x25mL	\$26.00	1754	Kit Cal Gravity Low 25ml	2x25mL	\$16.00
10009972	Kit GenOx Ctrl 100 and 300	2x25mL	\$26.00	1755	Kit Cal Grav Det Hi 25mL	25mL	\$16.00
100281	Kit pH Detect Ctrl 11.5	25mL	\$16.00	1756	Kit Ctrl Gravity L1 25ml	25mL	\$16.00
				1757	Kit Ctrl Gravity L2 25mL	25mL	\$16.00

DRI SERUM TOXICOLOGY
DRI Toxicology Calibrators and Controls

Cat #	Prod Desc	Kit Size	\$/Kit	Cat #	Prod Desc	Kit Size	\$/Kit
1091	Kit Cal Acetaminophen	1x5mL 5x2mL ea	\$60.00	0965	Kit Cal Serum Tox 2	5mL	\$7.50
0962	Kit Cal Neg Serum Tox	5mL	\$5.00	0967	Kit Cal Serum Tox 3	5mL	\$7.50
0963	Kit Cal Serum Tox 1	5mL	\$7.50	0976	Kit Cal Serum Tox 4	5mL	\$7.50

SERUM TOXICOLOGY

Cat #	Prod Desc	Kit Size	\$/Kit	Cat #	Prod Desc	Kit Size	\$/Kit
0911	Kit Barb Serum Tox	25mL	\$499.99	10028827	Kit Tricyclic Serum Tox 500mL	500mL	\$2,599.99
0920	Kit Benz Serum Tox	25mL	\$499.99	1086	Kit Acetamin Serum Tox	25mL	\$499.99
				1128	Kit Tricyclic Serum Tox 25mL	25mL	\$499.99

INSTRUMENT CONSUMABLES
Indiko Instrument Consumables

Cat #	Prod Desc	Kit Size	\$/Kit	Cat #	Prod Desc	Kit Size	\$/Kit
10017331	Cup nesting 1mL	1mL	\$0.00	981712	Tubing maint. Solution kit	6x20mL	\$0.00
10017332	Test tube 13 x 75	13x75	\$0.00	984030	Washingol4.5%(4x20mLbx)	4x20mL	\$0.00
10019898	GRAD TRNS PPT NS 5.8ML	5.8mL	\$0.00	984050	Glass Reagent Vessel	10mL	\$0.00
980929	Washing Sol 4.5%(6x100ml)	6X100mL	\$0.00	986000	Indiko Cuvettes	1 box	\$0.00
981456	Plastic Reagent Vessel	20mL	\$0.00	989221	Sample Cup 2.0 mL x 1000	1000pcs	\$0.00
				10010582	Sample Cups Hitachi	1000/bag	\$0.00

SPARE PARTS AND ACCESSORIES
Indiko Spare Parts and Accessories

Cat #	Prod Desc	Kit Size	\$/Kit	Cat #	Prod Desc	Kit Size	\$/Kit
SP00580	DI Water Container 7.7L x 1	1 ea.	\$295.00	SP06682	Cuvette Trash bin x 1	1 ea.	\$72.00
SP06662	Inst Reagent Rack	3pcs	\$300.86	SP07064	Waste Container 7.7L x 1	1 ea.	\$181.08
SP06666	Inst Sample Rack	6pcs	\$1,399.20	SP07242	Reagent wheel x 1	1 ea.	\$1,218.95

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Microgenics Corporation

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Technical/Customer Service: 800-232-3342

SECTION VI Catalog Price Addendum

Customer: Department of Alt Sentencing Carson City

Primary Instrument: Indiko Plus

Annual Testing Volume: 145,296

INDIKO PRODUCTS
DRI Indiko

Cat #	Prod Desc	Kit Size	# Test/Kit	\$/Kit
10014585	Kit Amph Rgt DRI 3x18mL *	3x18mL	678	\$637.32
10014593	Kit Coc Rgt 3x18mL DRI *	3x18mL	678	\$637.32
10014601	Kit Opiate DRI 3x18mL *	3x18mL	678	\$637.32
10014665	Kit THC Rgt DRI 3x18mL *	3x18mL	678	\$637.32
10014673	Kit PCP Rgt 3x18mL DRI *	3x18mL	678	\$637.32
10014681	Kit Ecstasy Rgt DRI 3x18mL *	3x18mL	678	\$637.32
10015632	Kit Oxycodone Rgts 3x18mL DRI *	3x18mL	678	\$637.32
10015638	Kit Creat Rgt 3x18mL DRI *	3x18mL	462	\$115.50
10015644	Kit Benz Rgt 3x18mL DRI *	3x18mL	678	\$637.32
10015648	Kit Barb Rgt 3x18mL DRI *	3x18mL	678	\$637.32
10015654	Kit pH-Dt 1x120mL and 6 MT *	3x18mL	564	\$141.00
10016006	Kit Fent Rgts 3x18mL CJF *	3x18mL	678	\$637.32
10016154	Kit EtG Rgts 3x18mL CJF *	3x18mL	678	\$637.32
10016397	Kit EtOH Rgts 3x18mL DRI *	3x18mL	678	\$169.50
10016403	Kit Methadone 3x18mL DRI *	3x18mL	678	\$637.32
10018054	Kit Hyc/Hym Rgt 3x18mL *	3x18mL	678	\$474.60
10018510	Kit PPx Rgts 3x18mL DRI *	3x18mL	678	\$637.32
10018516	Kit Cot Rgts 3x18mL DRI	3x18mL	678	\$699.99
10018522	Kit Metd Mtb Rgt 3x18mL *	3x18mL	678	\$637.32
10018528	Kit GenOx Dt Rgt 6x18mL *	6x18mL	564	\$141.00
10018532	Kit Gravity Detect Rgt 6x18mL *	6x18mL	492	\$123.00

CEDIA Indiko

Cat #	Prod Desc	Kit Size	# Test/Kit	\$/Kit
10015213	Kit Heroin Mtb TSC Indiko *	3x18mL	678	\$637.32
10015658	Kit Bup Rgts TSC Indiko *	3x18mL	678	\$637.32
10016409	Kit Benz Rgts Indiko	3x18mL	678	\$924.11
10016413	Kit Cocaine Rgts Indiko	3x18mL	678	\$924.11
10016417	Kit Amph/Ecstasy Rgts Indiko	3x18mL	678	\$924.11
10016421	Kit Methadone Mtb Rgts Indiko	3x18mL	678	\$924.11
10016425	Kit Methadone Indiko	3x18mL	678	\$924.11
10016429	Kit Opiate Rgts Indiko	3x18mL	678	\$924.11
10016433	Kit THC Rgts TSC Indiko	3x18mL	678	\$924.11
10017365	Kit Barb Rgts TSC Indiko	3x18mL	678	\$924.11
10020849	Kit Bup II TSC	3x18mL	423	\$576.55
10022949	Kit UR-144 TSC *	3x18mL	474	\$592.50
10022971	Kit CEDIA AB-PINACA TSC *	3x18mL	474	\$592.50
10026604	Kit, Mitragynine TSC	3X18mL	644	\$2,499.99

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SECTION VIII: TERMS & CONDITIONS OF SALE

UNLESS OTHERWISE EXPRESSLY AGREED IN WRITING, ALL SALES ARE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. ~~GENERAL.~~ Seller hereby offers for sale to the buyer ("Buyer") the products listed on the face hereof (the "Products") on the express condition that Buyer agrees to accept and be bound by the terms and conditions set forth herein. Any provisions contained in any document issued by Buyer are expressly rejected and if the terms and conditions in this Agreement differ from the terms of Buyer's offer, this document shall be construed as a counter offer and shall not be effective as an acceptance of Buyer's document. Buyer's receipt of Products or Seller's commencement of the services provided hereunder will constitute Buyer's acceptance of this Agreement. This is the complete and exclusive statement of the contract between Seller and Buyer with respect to Buyer's purchase of the Products. No waiver, consent, modification, amendment or change of the terms contained herein shall be binding unless in writing and signed by Seller and Buyer. Seller's failure to object to terms contained in any subsequent communication from Buyer will not be a waiver or modification of the terms set forth herein. All orders are subject to acceptance in writing by an authorized representative of Seller.

2. ~~PRICE.~~ All prices published by Seller or quoted by Seller's representatives may be changed at any time without notice. All prices quoted by Seller or Seller's representatives are valid for thirty (30) days, unless otherwise stated in writing. All prices for the Products will be as specified by Seller or, if no price has been specified or quoted, will be Seller's price in effect at the time of shipment. All prices are subject to adjustment on account of specifications, quantities, raw materials, cost of production, shipment arrangements or other terms or conditions which are not part of Seller's original price quotation.

3. ~~TAXES AND OTHER CHARGES.~~ Prices for the Products exclude all sales, value added and other taxes and duties imposed with respect to the sale, delivery, or use of any Products covered hereby, all of which taxes and duties must be paid by Buyer. If Buyer claims any exemption, Buyer must provide a valid, signed certificate or letter of exemption for each respective jurisdiction.

4. ~~TERMS OF PAYMENT.~~ Seller may invoice Buyer upon shipment for the price and all other charges payable by Buyer in accordance with the terms on the face hereof. If no payment terms are stated on the face hereof, payment shall be net thirty (30) days from the date of invoice. If Buyer fails to pay any amounts when due, Buyer shall pay Seller interest thereon at a periodic rate of one and one-half percent (1.5%) per month (or, if lower, the highest rate permitted by law), together with all costs and expenses (including without limitation reasonable attorneys' fees and disbursements and court costs) incurred by Seller in collecting such overdue amounts or otherwise enforcing Seller's rights hereunder. Seller reserves the right to require from Buyer full or partial payment in advance, or other security that is satisfactory to Seller, at any time that Seller believes in good faith that Buyer's financial condition does not justify the terms of payment specified. All payments shall be made in U.S. Dollars.

5. ~~DELIVERY; CANCELLATION OR CHANGES BY BUYER.~~ The Products will be shipped to the destination specified by Buyer, FOB Seller's shipping point. Seller will have the right, at its election, to make partial shipments of the Products and to invoice each shipment separately. Seller reserves the right to stop delivery of Products in transit and to withhold shipments in whole or in part if Buyer fails to make any payment to Seller when due or otherwise fails to perform its obligations hereunder. All shipping dates are approximate only, and Seller will not be liable for any loss or damage resulting from any delay in delivery or failure to deliver which is due to any cause beyond Seller's reasonable control. In the event of a delay due to any cause beyond Seller's reasonable control, Seller reserves the right to terminate the order or to reschedule the shipment within a reasonable period of time; Buyer will not be entitled to refuse delivery or otherwise be relieved of any obligations as the result of such delay. Products as to which delivery is delayed due to any cause within Buyer's control may be placed in storage by Seller at Buyer's risk and expense and for Buyer's account. Orders in process may be canceled only with Seller's written consent and upon payment of Seller's cancellation charges. Orders in process may not be changed except with Seller's written consent and upon agreement by the parties as to an appropriate adjustment in the purchase price therefor. Credit will not be allowed for Products returned without the prior written consent of Seller.

6. ~~TITLE AND RISK OF LOSS.~~ Notwithstanding the trade terms indicated above and subject to Seller's right to stop delivery of Products in transit, title to & risk of loss to the Products will pass to Buyer upon delivery of possession of the Products by Seller to the carrier; provided, however, that title to any software incorporated within or forming a part of the Products shall at all times remain with Seller or the licensor(s) thereof, as the case may be.

7. ~~WARRANTY.~~ Seller warrants that the Products will operate or perform substantially in conformance with Seller's published specifications and be free from defects in material and workmanship, when subjected to normal, proper and intended usage by properly trained personnel, for the period of time set forth in the product documentation, published specifications or package inserts. If a period of time is not specified in Seller's product documentation, published specifications or package inserts, the warranty period shall be one (1) year from the date of shipment to Buyer for equipment and ninety (90) days for all other products (the "Warranty Period"). During the Warranty Period, Seller agrees, in its sole discretion, to repair or replace Products and/or provide additional parts or services as reasonably necessary to cause the Products to perform in substantial conformance with said published specifications; provided that Buyer shall (a) promptly notify Seller in writing upon the discovery of any defect, which notice shall include the product model and serial number (if applicable) and details of the warranty claim; and (b) after Seller's review, Seller will provide Buyer with service data and/or a Return Material Authorization ("RMA"), which may include biohazard decontamination procedures and other product-specific handling instructions, then, if applicable, Buyer may return the defective Products to Seller with all costs prepaid by Buyer. Seller further reserves the right, in its sole discretion, to extend any Warranty Period if at the time that the Warranty Period would otherwise expire, there are ongoing concerns regarding a Product's conformance to the warranty stated herein. Replacement parts may be new or refurbished, at the election of Seller. All replaced parts shall become the property of Seller. Shipment to Buyer of repaired or replacement Products shall be made in accordance with the Delivery provisions of the Seller's Terms and Conditions of Sale. Consumables are expressly excluded from this warranty. If Seller elects to repair defective medical device instruments, Seller may, in its sole discretion, provide a replacement loaner instrument to Buyer as necessary for use while the instruments are being repaired.

Notwithstanding the foregoing, Products supplied by Seller that are obtained by Seller from an original manufacturer or third party supplier are not warranted by Seller, but Seller agrees to assign to Buyer any warranty rights in such Product that Seller may have from the original manufacturer or third party supplier, to the extent such assignment is allowed by such original manufacturer or third party supplier.

In no event shall Seller have any obligation to make repairs, replacements or corrections required, in whole or in part, as the result of (i) normal wear and tear, (ii) accident, disaster or event of force majeure, (iii) misuse, fault or negligence of or by Buyer, (iv) use of the Products in a manner for which they were not designed, (v) causes external to the Products such as, but not limited to, power failure or electrical power surges, (vi) improper storage and handling of the Products or (vii) use of the Products in combination with equipment or software not supplied by Seller. If Seller determines that Products for which Buyer has requested warranty services are not covered by the warranty hereunder, Buyer shall pay or reimburse Seller for all costs of investigating and responding to such request at Seller's then prevailing time and materials rates. If Seller provides repair services or replacement parts that are not covered by this warranty, Buyer shall pay Seller therefor at Seller's then prevailing time and materials rates. ANY INSTALLATION, MAINTENANCE, REPAIR, SERVICE, RELOCATION OR ALTERATION TO OR OF, OR OTHER TAMPERING WITH, THE PRODUCTS PERFORMED BY ANY PERSON OR ENTITY OTHER THAN SELLER WITHOUT SELLER'S PRIOR WRITTEN APPROVAL, OR ANY USE OF REPLACEMENT PARTS NOT SUPPLIED BY SELLER, SHALL IMMEDIATELY VOID AND CANCEL ALL WARRANTIES WITH RESPECT TO THE AFFECTED PRODUCTS.

THE OBLIGATIONS CREATED BY THIS WARRANTY TO REPAIR OR REPLACE A DEFECTIVE PRODUCT SHALL BE THE SOLE REMEDY OF BUYER IN THE EVENT OF A DEFECTIVE PRODUCT. EXCEPT AS PROVIDED HEREIN, SELLER DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE PRODUCTS, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. SELLER DOES NOT WARRANT THAT THE PRODUCTS ARE ERROR-FREE OR WILL ACCOMPLISH ANY PARTICULAR RESULT.

8. ~~INDEMNIFICATION.~~ 8.1 ~~By Seller.~~ Seller agrees to indemnify, defend and save Buyer, its officer, directors, and employees from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation reasonable attorney's fees) ("Indemnified Items") for (i) injury to or death of persons or damage to property to the extent caused by the negligence or willful misconduct of Seller, its employees, agents or representatives or contractors in connection with the performance of services at Buyer's premises under this Agreement and (ii) claims that a Product infringes any valid United States patent, copyright or trade secret; provided, however, Seller shall have no liability under this Section to the extent any such Indemnified Items are caused by either (i) the negligence or willful misconduct of Buyer, its employees, agents or representatives or contractors, (ii) by any third party, (iii) use of a Product in combination with equipment or software not supplied by Seller where the Product would not itself be infringing, (iv) compliance with Buyer's

designs, specifications or instructions, (v) use of the Product in an application or environment for which it was not designed or (vi) modifications of the Product by anyone other than Seller without Seller's prior written approval. Buyer shall provide Seller prompt written notice of any third-party claim covered by Seller's indemnification obligations hereunder. Seller shall have the right to assume exclusive control of the defense of such claim or, at the option of the Seller, to settle the same. Buyer agrees to cooperate reasonably with Seller in connection with the performance by Seller of its obligations in this Section.

Notwithstanding the above, Seller's infringement-related indemnification obligations shall be extinguished and relieved if Seller, at its discretion and at its own expense (a) procures for Buyer the right, at no additional expense to Buyer, to continue using the Product; (b) replaces or modifies the Product so that it becomes non-infringing, provided the modification or replacement does not adversely affect the specifications of the Product; or (c) in the event (a) and (b) are not practical, refund to Buyer the amortized amounts paid by Buyer with respect thereto, based on a five (5) year amortization schedule. THE FOREGOING INDEMNIFICATION PROVISION STATES SELLER'S ENTIRE LIABILITY TO BUYER FOR THE CLAIMS DESCRIBED HEREIN.

8.2 ~~By Buyer~~. Buyer shall indemnify, defend with competent and experienced counsel and hold harmless Seller, its parent, subsidiaries, affiliates and divisions, and their respective officers, directors, shareholders and employees, from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation reasonable attorneys' fees and disbursements and court costs) to the extent arising from or in connection with (i) the negligence or willful misconduct of Buyer, its agents, employees, representatives or contractors; (ii) use of a Product in combination with equipment or software not supplied by Seller where the Product itself would not be infringing; (iii) Seller's compliance with designs, specifications or instructions supplied to Seller by Buyer; (iv) use of a Product in an application or environment for which it was not designed; or (v) modifications of a Product by anyone other than Seller without Seller's prior written approval.

9. ~~SOFTWARE~~. With respect to any software products incorporated in or forming a part of the Products hereunder, Seller and Buyer intend and agree that such software products are being licensed and not sold, and that the words "purchase", "sell" or similar or derivative words are understood and agreed to mean "license", and that the word "Buyer" or similar or derivative words are understood and agreed to mean "licensee". Notwithstanding anything to the contrary contained herein, Seller or its licensor, as the case may be, retains all rights and interest in software products provided hereunder. Seller hereby grants to Buyer a royalty-free, non-exclusive, nontransferable license, without power to sublicense, to use software provided hereunder solely for Buyer's own internal business purposes on the hardware products provided hereunder and to use the related documentation solely for Buyer's own internal business purposes. This license terminates when Buyer's lawful possession of the hardware products provided hereunder ceases, unless earlier terminated as provided herein. Buyer agrees to hold in confidence and not to sell, transfer, license, loan or otherwise make available in any form to third parties the software products and related documentation provided hereunder. Buyer may not disassemble, decompile or reverse engineer, copy, modify, enhance or otherwise change or supplement the software products provided hereunder without Seller's prior written consent. Seller will be entitled to terminate this license if Buyer fails to comply with any term or condition herein. Buyer agrees, upon termination of this license, immediately to return to Seller all software products and related documentation provided hereunder and all copies and portions thereof. Certain of the software products provided by Seller may be owned by one or more third parties and licensed to Seller. Thus, Seller and Buyer agree that such third parties retain ownership of and title to such software products. The warranty and indemnification provisions set forth herein shall not apply to software products owned by third parties and provided hereunder.

10. ~~LIMITATION OF LIABILITY~~. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE LIABILITY OF SELLER UNDER THESE TERMS AND CONDITIONS (WHETHER BY REASON OF BREACH OF CONTRACT, TORT, INDEMNIFICATION, OR OTHERWISE, BUT EXCLUDING LIABILITY OF SELLER FOR BREACH OF WARRANTY (THE SOLE REMEDY FOR WHICH SHALL BE AS PROVIDED UNDER SECTION 7 ABOVE)) SHALL NOT EXCEED AN AMOUNT EQUAL TO THE LESSER OF (A) THE TOTAL PURCHASE PRICE THEREOF OR PAID BY BUYER TO SELLER WITH RESPECT TO THE PRODUCT(S) GIVING RISE TO SUCH LIABILITY OR (B) ONE MILLION DOLLARS (\$1,000,000). NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF USE OF FACILITIES OR EQUIPMENT, LOSS OF REVENUE, LOSS OF DATA, LOSS OF PROFITS OR LOSS OF GOODWILL), REGARDLESS OF WHETHER SELLER (a) HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES OR (b) IS NEGLIGENT.

11. ~~EXPORT RESTRICTIONS~~. Buyer acknowledges that each Product and any related software and technology, including technical information supplied by Seller or contained in documents (collectively "Items"), is subject to export controls of the U.S. government. The export controls may include, but are not limited to, those of the Export Administration Regulations of the U.S. Department of Commerce (the "EAR"), which may restrict or require licenses for the export of Items from the United States and their re-export from other countries. Buyer shall comply with the EAR and all other applicable laws, regulations, laws, treaties, and agreements relating to the export, re-export, and import of any Item. Buyer shall not, without first obtaining the required license to do so from the appropriate U.S. government agency, (i) export or re-export any Item, or (ii) export, distribute or supply any Item to any restricted or embargoed country or to a person or entity whose privilege to participate in exports has been denied or restricted by the U.S. government. Buyer shall, if requested by Seller, provide information on the end user and end use of any Item exported by the Buyer or to be exported by the Buyer. Buyer shall cooperate fully with Seller in any official or unofficial audit or inspection related to applicable export or import control laws or regulations, and shall indemnify and hold Seller harmless from, or in connection with, any violation of this Section by Buyer or its employees, consultants, or agents.

12. ~~MEDICARE/MEDICAID REPORTING REQUIREMENTS~~. If Buyer is a recipient of Medicare/Medicaid funds, Buyer acknowledges that it has been informed of and agrees to fully and accurately account for, and report on its applicable cost report, the total value of any discount, rebate or other compensation paid hereunder in a way that complies with all applicable federal, state and local laws and regulations which establish "Safe Harbor" for discounts. Buyer shall make written request to Seller in the event Buyer requires additional information from Seller in order to meet its reporting requirements. Buyer acknowledges that agreement to such reporting requirement was a condition precedent to Seller's agreement to provide Products and that Seller would not have entered into this Agreement had Buyer not agreed to comply with such obligations.

13. ~~MISCELLANEOUS~~. (a) Buyer may not delegate any duties nor assign any rights or claims hereunder without Seller's prior written consent, and any such attempted delegation or assignment shall be void. (b) The rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Seller's manufacturing location, without reference to its choice of law provisions. Each party hereby irrevocably consents to the exclusive jurisdiction of the state and federal courts located in the county and state of Seller's manufacturing location, in any action arising out of or relating to this Agreement. (c) Both parties waive any right they may have under applicable law or otherwise to a right to a trial by jury. Any action arising under this Agreement must be brought within one (1) year from the date that the cause of action arose. (d) The application to this Agreement of the U.N. Convention on Contracts for the International Sale of Goods is hereby expressly excluded. (e) In the event that any one or more provisions contained herein shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall remain in full force and

effect, unless the revision materially changes the bargain. (f) Seller's failure to enforce, or Seller's waiver of a breach of, any provision contained herein shall not constitute a waiver of any other breach or of such provision. (g) In vitro diagnostic devices are sold only for the specific intentions listed in the documentation in compliance with regulatory requirements. Unless otherwise expressly stated on the Product or in the documentation accompanying the Product, the Product is intended for research only and is not to be used for any other purpose, including without limitation, unauthorized commercial uses, in vitro diagnostic uses, ex vivo or in vivo therapeutic uses, or any type of consumption by or application to humans or animals. In the case of modification to the intent of the product stated in the product documentation, it is the Buyer's responsibility to test, validate or take other actions necessary for any specific use or applications for other requirements. The Buyer agrees that if it elects to use these products for a purpose that would subject the Products to the jurisdiction of any law or regulation regulating clinical, diagnostic or therapeutic products or any similar product (hereinafter collectively referred to as "Regulatory Laws") beyond what is listed in the accompanying documentation, the Buyer is solely responsible for obtaining any required approvals and otherwise ensuring that Buyer's use of the Products complies with Regulatory Laws. (h) Buyer agrees that all pricing, discounts and technical information that Seller provides to Buyer are the confidential and proprietary information of Seller. Buyer agrees to (1) keep such information confidential and not disclose such information to any third party, and (2) use such information solely for Buyer's internal purposes and in connection with the Products supplied hereunder. Nothing herein shall restrict the use of information available to the general public. (i) Any notice or communication required or permitted hereunder shall be in writing and shall be deemed received when personally delivered or three (3) business days after being sent by certified mail, postage prepaid, to a party at the address specified herein or at such other address as either party may from time to time designate to the other. (j) Seller may, in its sole discretion, provide (1) applicable Product training to Buyer or its employees, or (2) samples of Products to Buyer for distribution to patients of Buyer. Buyer agrees that any such samples shall be distributed to patients for patient use or, if not so distributed, returned to Seller. Buyer shall not use such samples to provide care to patient and shall not bill patients or third party payers for the provision of such samples.



STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** March 5, 2026

Staff Contact: Andrew Rasor, Treasurer

Agenda Title: For Possible Action: Discussion and possible action: (1) regarding a business impact statement concerning a proposed ordinance revising various provisions of the Utility Ratepayer Assistance Program; and (2) to introduce, on first reading, a proposed ordinance revising various provisions of the Utility Ratepayer Assistance Program. (Andrew Rasor, arasor@carsoncity.gov)

Agenda Action: Ordinance - First Reading **Time Requested:** 15 minutes

Proposed Motion

I move to accept the business impact statement as presented and introduce, on first reading, Bill No. _____.

Board's Strategic Goal

N/A

Previous Action

N/A

Background/Issues & Analysis

The Board of Supervisors created the Utility Ratepayer Assistance Program ("URAP") in 2018 through the adoption of Bill No. 122, Ordinance No. 2018-17, for the purpose of providing economic assistance in the payment of Carson City utility account invoices by residential ratepayers. Codified as Carson City Municipal Code ("CCMC") chapter 12.035, URAP replaced the former provisions of CCMC chapter 12.04 which limited ratepayer assistance to a discount in utility account invoices only for senior citizens based on the level of household income. Under the existing provisions of URAP, assistance for the payment of utility account invoices may be given to all qualified residential ratepayers on a first-come, first-served basis regardless of age and in certain percentage amounts based on federal poverty guidelines. Money for ratepayer assistance under URAP is funded by a combination of charitable donations and annual contributions made toward the account for ratepayer assistance from the City's water, wastewater or stormwater utility funds.

If adopted, this ordinance would revise various provisions of URAP by: (1) specifying that residential ratepayers who are tenants and not owners of property are also eligible for assistance; (2) removing the requirement that applications for assistance may only be submitted during a fixed timeframe each year for credit in the next fiscal year and instead authorizing applications to be submitted at any time, subject to a cap of \$400 in assistance that may be applied as credit to eligible utility accounts within a rolling 12-month period (measured backward from the current date of assistance approval); (3) requiring the Carson City Treasurer to credit a utility account not later than 10 days from the date the Treasurer is

notified by the URAP third-party administrator of an approved application for assistance; and (4) removing the schedule of percentage amounts of assistance that can be applied to a utility account invoice based on where in the range of the federal poverty rate an applicant for assistance falls, and instead only requiring household income to not exceed 200 percent of the federal poverty rate as a criterion for URAP eligibility. In addition to these substantive changes, this ordinance also makes technical revisions to CCMC language for consistency with current ordinance drafting style and formatting, and includes legal source citations for each section of CCMC chapter 12.035.

Except as specifically exempted, NRS 237.080 requires a business impact statement to be prepared before an ordinance is adopted by the Board of Supervisors. The statement is included with this proposed ordinance.

Applicable Statute, Code, Policy, Rule or Regulation

NRS Chapters 237 and 244; Article 2 of the Carson City Charter; CCMC chapter 12.035

Financial Information

Is there a fiscal impact? Yes

If yes, account name/number: Wastewater Fund, Utility Assistance Program Donations 5108080-465520, Utility Assistance Program Expenses 5103201-501252, Water Fund, Utility Assistance Program Expenses 5203502-501252 and Stormwater Fund, Utility Assistance Program Expenses 5053702-501252

Is it currently budgeted? Yes

Explanation of Fiscal Impact: Donations received for URAP are only collected in the Wastewater Fund, these are the first funds used to pay for the program. Donations received in FY 2022 were \$2,038.21, FY 2023 were \$606.96, FY 2024 were \$399.69, and FY 2025 were \$578.75, none have been received in FY 2026, this is a total of \$3,623.61. To ensure this programs success, the City also budgets \$10,000 in each of the Utility Funds for Utility Assistance Program, Wastewater, Water and Stormwater for a total available budget of \$33,623.61.

Program expenses since inception are as follows:

	Wastewater	Water	Stormwater	Total Expense
FY 2024	\$263.04	\$263.04	\$131.64	\$657.72
FY 2023	\$235.40	\$235.40	\$117.70	\$588.50
FY 2022	\$23.54	\$23.54	\$11.77	\$58.85
FY 2021	\$76.98	-	-	\$76.98

There were no URAP participants in FY 2025 and FY 2026, total program expense is \$1,382.05. Note that the City still has \$2,241.56 in donations that must be spent on the URAP Program.

Alternatives

1. Do not accept the business impact statement as presented.
2. Do not introduce the proposed ordinance on first reading, modify the proposed ordinance or provide alternative direction.

Attachment(s):

[BIS - Ord_2026_URAP signed.pdf](#)

[Ord_2026_URAP_v2.docx](#)

Motion: _____

1) _____

2) _____

Aye/Nay

(Vote Recorded By)



BUSINESS IMPACT STATEMENT

This Business Impact Statement was prepared in accordance with the provisions of NRS (Nevada Revised Statutes) 237.030 to 237.150, inclusive, as a statutory prerequisite to the adoption of any rule***, as that term is defined in NRS 237.060, by the Carson City Board of Supervisors.

*** A "rule" may include an ordinance, or an action taken by the Board, that imposes, increases or changes the basis for the calculation of a fee which is paid in whole or in substantial part by businesses. A "rule" **does not** include actions that impose, increase or change the basis for the calculation of: (1) special assessments imposed pursuant to NRS chapter 271; (2) impact fees imposed pursuant to NRS chapter 278B; (3) fees for remediation imposed pursuant to NRS chapter 540A; (4) taxes ad valorem; (5) sales and use taxes; or (6) a fee that has been negotiated pursuant to a contract between a business and Carson City. A "rule" also **does not** include: an action taken by the Board that approves, amends or augments the annual budget of Carson City; an ordinance adopted by the Board pursuant to a provision of NRS chapter 271, 271A, 278, 278A, 278B or 350; an ordinance adopted or action taken by the Board that authorizes or relates to the issuance of bonds or other evidence of debt of Carson City; or any rule for which Carson City does not have the authority to consider less stringent alternatives, including, for example, a rule that Carson City is required to adopt pursuant to a federal or state statute or regulation or to a contract into which Carson City has entered.

ORDINANCE OR ACTION PROPOSED FOR ADOPTION

AN ORDINANCE RELATING TO UTILITIES; AMENDING VARIOUS PROVISIONS GOVERNING UTILITY PAYMENT ASSISTANCE UNDER THE UTILITY RATEPAYER ASSISTANCE PROGRAM TO REVISE THE AMOUNT AND METHOD OF ASSISTANCE; AND PROVIDING OTHER MATTERS PROPERLY RELATING THERETO.

1. *The manner in which notice was provided to the applicable trade associations and officers of businesses likely to be affected by the proposed ordinance or action, and a summary of any data, arguments or comments received from those recipients:*

a. Notice

N/A. There are no trade associations or officers of businesses likely to be affected by the ordinance and therefore no person to whom a notice is required to be given.

b. Summary of comments

N/A

2. *The estimated economic effect of the proposed ordinance or rule on businesses,*

including both adverse and beneficial effects, and both direct and indirect effects:

a. Adverse effects:

N/A

b. Beneficial effects:

N/A

c. Direct effects:

N/A

d. Indirect effects:

N/A

3. *The methods considered by the Carson City Board of Supervisors to reduce the impact of the proposed ordinance or action on businesses and whether any of those methods were used:*

N/A

4. *Estimate of the annual cost to Carson City for enforcement of the proposed ordinance or action:*

N/A

5. *The total annual amount of money expected to be collected as a result of the new fee or increase in fee proposed by the ordinance or action, and the manner in which the money will be used:*

N/A

6. *The proposed ordinance or action [] DOES [X] DOES NOT include any provisions which duplicate or are more stringent than Federal, State or local standards regulating the same activity.*

7. *The reasons for the conclusions regarding the impact of the proposed ordinance or action:*

N/A

8. *Based on the information considered, it has been determined that this proposed ordinance or rule:*

☐ DOES ☒ DOES NOT impose a direct and significant economic burden upon a business.

☐ DOES ☒ DOES NOT directly restrict the formation, operation or expansion of a business.

Pursuant to NRS 237.090(3), this Business Impact Statement was prepared and made available for public inspection by the City Manager at the time the agenda notice on which the proposed ordinance or rule described in this statement is included was posted.

Pursuant to NRS 237.090(2), I, Glen Martel, the City Manager of Carson City, hereby certify that to the best of my knowledge and belief the information contained herein was properly prepared and is accurate.

Stephanie A. Hicks for
Signature Glen Martel

2-26-2026
Date

Stephanie A. Hicks
Printed Name

Summary: An ordinance revising various provisions of the Utility Ratepayer Assistance Program for utility payment assistance.

BILL NO. _____

ORDINANCE No. 2026 - _____

AN ORDINANCE RELATING TO UTILITIES; AMENDING VARIOUS PROVISIONS GOVERNING UTILITY PAYMENT ASSISTANCE UNDER THE UTILITY RATEPAYER ASSISTANCE PROGRAM TO REVISE THE AMOUNT AND METHOD OF ASSISTANCE; AND PROVIDING OTHER MATTERS PROPERLY RELATING THERETO.

The Board of Supervisors of Carson City does ordain:

SECTION I:

That Title 12 (WATER, SEWERAGE AND DRAINAGE), Chapter 12.035 (UTILITY RATEPAYER ASSISTANCE PROGRAM), Section 12.035.010 (Short title) is hereby amended (**bold, underlined** text is added, [~~stricken~~] text is deleted) as follows:

12.035.010 Short title. (Art. 2, §§ 2.090 and 2.270 of the Carson City Charter; NRS 244.146)

This chapter may be cited as the [~~utility ratepayer assistance program.~~] **Utility Ratepayer Assistance Program.**

SECTION II:

That Title 12 (WATER, SEWERAGE AND DRAINAGE), Chapter 12.035 (UTILITY RATEPAYER ASSISTANCE PROGRAM), Section 12.035.020 (Definitions) is hereby amended (**bold, underlined** text is added, [~~stricken~~] text is deleted) as follows:

12.035.020 Definitions. (Art. 2, §§ 2.090 and 2.270 of the Carson City Charter; NRS 244.146)

As used in this chapter, unless the context otherwise requires, the words and terms defined in this section have the meanings attributed to them in this section:

"Applicant" means a person who submits an application for assistance pursuant to this chapter.

"Committee" means the Utility Finance Oversight Committee created by the Board **of Supervisors** pursuant to Resolution No. 2013-R-45A.

"Director" means the Director of the Carson City Public Works Department.

"Dwelling" means any building, structure or portion thereof which is occupied as, or designed or intended for occupancy as, a residence by one ~~[(1)]~~ or more families. The term includes a manufactured home as that term is defined by NRS 118B.015 and a mobile home as that term is defined by NRS 361.029.

"Household" means an association of persons who live in the same dwelling.

"Income" has the meaning ascribed to it in NRS 361.7364 and means adjusted gross income, as defined in the Internal Revenue Code, and includes:

1. Tax-free interest;
2. The untaxed portion of a pension or annuity;
3. Railroad retirement benefits;
4. Veterans' pensions and compensation;
5. Payments received pursuant to the federal Social Security Act, including supplemental security income, but excluding hospital and medical insurance benefits for the aged and disabled;
6. Public welfare payments, including allowances for shelter;
7. Unemployment insurance benefits;
8. Payments for lost time;
9. Payments received from disability insurance;
10. Disability payments received pursuant to workers' compensation insurance;
11. Alimony;
12. Support payments;
13. Allowances received by dependents of servicemen and servicewomen;
14. The amount of recognized capital gains and losses excluded from adjusted gross income;
15. Life insurance proceeds in excess of ~~[five thousand dollars (\$5,000.00)]~~ **\$5,000;**
16. Bequests and inheritances; and
17. Gifts of cash of more than ~~[three hundred dollars (\$300.00)]~~ **\$300** not between household members and such other kinds of cash received by a household as the ~~[department of taxation]~~ **Department of Taxation** specifies by regulation.

"Residential ratepayer" means an end-use customer who purchases for his or her dwelling one or more utility services from Carson City.

"Third-party administrator" means the entity designated pursuant to CCMC ~~[Section]~~ 12.035.060.

SECTION III:

That Title 12 (WATER, SEWERAGE AND DRAINAGE), Chapter 12.035 (UTILITY RATEPAYER ASSISTANCE PROGRAM), Section 12.035.030 (Purpose and policy) is hereby amended (**bold, underlined** text is added, [~~stricken~~] text is deleted) as follows:

12.035.030 Purpose and policy. (Art. 2, §§ 2.090 and 2.270 of the Carson City Charter; NRS 244.146)

The [~~board~~] **Board of Supervisors** finds and declares that:

1. Certain persons reside in Carson City on limited and fixed incomes, and those persons often have little to no opportunity to supplement such income.
2. Certain costs required to be paid by such persons, including costs which are charged to residential ratepayers to fund essential utility services provided by the [~~city,~~] **City**, continue to rise and have a disproportionate impact on those persons.
3. It is therefore declared to be the public policy of the [~~city~~] **City** to make available certain levels of assistance, based on annual household income, to persons who reside in the [~~city~~] **City** as a means to defray a portion of the costs associated with city utility services, which in turn will contribute to the health and well-being of the community.

SECTION IV:

That Title 12 (WATER, SEWERAGE AND DRAINAGE), Chapter 12.035 (UTILITY RATEPAYER ASSISTANCE PROGRAM), Section 12.035.040 (Account for ratepayer assistance) is hereby amended (**bold, underlined** text is added, [~~stricken~~] text is deleted) as follows:

12.035.040 Account for ratepayer assistance. (Art. 2, §§ 2.090 and 2.270 of the Carson City Charter; NRS 244.146)

1. There is hereby created the account for ratepayer assistance within the grant fund, which must be used only for the purpose set forth in this chapter.
2. The account may be funded by charitable or non-charitable donations, grants, contributions from the water, wastewater or stormwater utility funds, or any other source of funding to the extent authorized by law. Any manner of funding by the [~~city,~~] **City**, other than the funding required by subsection [~~4.,~~] **4**, must be approved by the [~~board,~~] **Board of Supervisors**.
3. To facilitate donations, grants or contributions, the [~~director~~] **Director** or his or her designee [~~must~~] **shall** include on each [~~city~~] **City** utility account invoice that is issued to a residential ratepayer a statement that a monetary donation of any denomination may be made in addition to the utility payment that is regularly due for purposes of funding the account. The statement:

[a-] **(a)** Must be clear and conspicuous and specifically indicate that any donation amount may be made together with the utility payment for credit to the account, or separately in person by remitting payment directly to the Carson City Treasurer; and

[b-] **(b)** May include suggested donation amounts.

4. Except as otherwise provided in this subsection, the [director] **Director** shall, on April 1 of each year, direct or cause to be directed an amount of contributions to be made into the account from the water, wastewater or stormwater utility funds to increase the balance of the account to a total of [thirty thousand dollars (\$30,000.00),] **\$30,000**, if the balance is below that amount. Contributions from each utility fund must not exceed [ten thousand dollars (\$10,000.00)] **\$10,000** and may only be made if the balance of the utility fund from which the contribution is made meets the financial goal for minimum operating reserves, as adopted by the [city:] **City**. If the account has a balance that does not require the maximum contribution from each utility fund at the time the [director] **Director** is required to direct or cause to be directed an amount of contributions to be made, the [director] **Director** may, in his or her discretion, direct or cause to be directed contributions to the account from each utility fund in different amounts, as deemed reasonable by the [director:] **Director**.

5. All amounts received must be remitted to the account by the Carson City Treasurer in accordance with regular accounting procedures.

6. All money from the account must be withdrawn on a first-come, first-served basis for residential ratepayers whose applications for assistance have been approved in accordance with the provisions of this chapter. Each month, the Carson City Treasurer shall credit any remaining money in the account to the applicable [city] **City** utility account invoices in ascending order of priority based on [the report required to be provided by the third-party administrator pursuant to CCMC Section 12.035.080.] **the date of the earliest approved application.**

7. The interest earned on the money in the account, if any, must be credited to the account after deducting any applicable charges.

8. The creation of the account shall not be construed to create a continuing obligation of the [city] **City** to provide residential ratepayer [assistance, and] **assistance and** does not establish any right or entitlement of a residential ratepayer to any money from the account.

SECTION V:

That Title 12 (WATER, SEWERAGE AND DRAINAGE), Chapter 12.035 (UTILITY RATEPAYER ASSISTANCE PROGRAM), Section 12.035.050 (Eligibility for assistance) is hereby amended (**bold, underlined** text is added, [stricken] text is deleted) as follows:

12.035.050 Eligibility for assistance. (Art. 2, §§ 2.090 and 2.270 of the Carson City Charter; NRS 244.146)

[4-] A residential ratepayer may, in accordance with CCMC [Section] 12.035.070, apply for assistance to defray a portion of charges payable to an existing [city] **City** utility account if, at a minimum, he or she:

~~[(a)]~~ **1.** Is the person under whose name the ~~[city]~~ **City** utility account is ~~[open;]~~ **open or the tenant of a property who is responsible for payment of the account under the terms of a lease or rental agreement;**

~~[(b)]~~ **2.** Has continuously resided in Carson City for not less than ~~[twelve-(12)]~~ **12** months immediately preceding the date on which he or she submits an application for assistance pursuant to CCMC ~~[Section]~~ 12.035.070;

~~[(c)]~~ Has an annual household income in an amount which does not exceed ~~[two-hundred (200)]~~ **200** percent of the federal poverty rate; ~~[and~~

~~[(d)]~~ **3. Has not received assistance pursuant to this chapter in the 12 months immediately preceding the date of the application; and**

4. Has not violated any provision of CCMC ~~[Section]~~ 12.035.100.

~~[2. A residential ratepayer who satisfies the eligibility criteria established by subsection 1. and whose application for assistance has been approved pursuant to CCMC Section 12.035.080 may be eligible for assistance based on his or her annual household income from the year immediately preceding the next fiscal year in which assistance may be provided.]~~

SECTION VI:

That Title 12 (WATER, SEWERAGE AND DRAINAGE), Chapter 12.035 (UTILITY RATEPAYER ASSISTANCE PROGRAM), Section 12.035.060 (Designation of third-party administrator) is hereby amended (**bold, underlined** text is added, ~~[stricken]~~ text is deleted) as follows:

12.035.060 Designation of third-party administrator. (Art. 2, §§ 2.090 and 2.270 of the Carson City Charter; NRS 244.146)

1. A third-party administrator must be designated by majority vote of the ~~[committee]~~ **Committee** during a regularly scheduled meeting for the purpose of reviewing applications for assistance and such other purposes related to the provisions of this chapter. Such designation may be made pursuant to any policy or procedure deemed reasonable by the ~~[committee.]~~ **Committee.** In making its designation, the ~~[committee]~~ **Committee** must consider the qualifications of the third-party administrator, including without limitation:

(a) The experience of the third-party administrator in functions incident to the administration, operation or oversight of programs for ratepayer assistance or any other charitable program; and

(b) The internal control measures, or the ability to implement such measures, of the third-party administrator such that applications for assistance submitted pursuant to this chapter may be properly and timely reviewed for approval or denial.

2. A third-party administrator designated by the ~~[committee]~~ **Committee** must enter into a contract with the ~~[city]~~ **City** for the provision of services to carry out the purpose of this chapter before it may accept any applications for assistance. The contract must include, without limitation:

- (a) A description of the services to be provided by the third-party administrator;
 - (b) A provision that limits compensation for any services provided by the third-party administrator to not more than ~~[five (5)]~~ **5** percent of the money collected in the account created pursuant to CCMC ~~[Section]~~ 12.035.040; and
 - (c) A provision establishing that the ~~[city]~~ **City** may terminate the contract at any time upon written notice, with or without cause, and without penalty to the ~~[city.]~~ **City.**
3. If a contract for the provision of services by a third-party administrator is terminated, the ~~[committee]~~ **Committee** must designate a new third-party administrator in accordance with this section as soon as reasonably practicable.
4. Immediately after designation by the ~~[committee,]~~ **Committee,** the third-party administrator must prepare a form by which a residential ratepayer may submit an application for assistance. The form must require the information described in CCMC ~~[Section]~~ 12.035.070 and be approved by the ~~[committee.]~~ **Committee.**
5. A third-party administrator designated pursuant to this section must be duly organized under the laws of Nevada as a charitable organization and which the secretary of treasury has determined to be tax exempt pursuant to the provisions of 501(c)(3) of the Internal Revenue Code, 26 U.S.C. § 501(c)(3).

SECTION VII:

That Title 12 (WATER, SEWERAGE AND DRAINAGE), Chapter 12.035 (UTILITY RATEPAYER ASSISTANCE PROGRAM), Section 12.035.070 (Application for assistance) is hereby amended (**bold, underlined** text is added, ~~[stricken]~~ text is deleted) as follows:

12.035.070 Application for assistance. (Art. 2, §§ 2.090 and 2.270 of the Carson City Charter; NRS 244.146)

1. An application for assistance must be made in writing, under oath and **submitted** on the form **and in the manner** prescribed by the third-party administrator pursuant to **subsection 4 of** CCMC ~~[Section]~~ 12.035.060. The application must include:

- (a) The name and telephone number of the applicant under whose name the ~~[city]~~ **City** utility account is ~~[open;]~~ **open. If the applicant is the tenant of a property and the account is not under the name of the tenant, the applicant must also include the name and telephone number of the property owner under whose name the City utility account is open, along with a copy of the lease or rental agreement or other proof deemed satisfactory by the third-party administrator establishing the responsibility of the tenant to pay the City utility account invoice.**
- (b) The address of the property that is associated with the ~~[city]~~ **City** utility ~~[account;]~~ **account.**
- (c) A true and correct copy of the most recent ~~[city]~~ **City** utility account invoice payable by the ~~[applicant;]~~ **applicant.**

(d) An attestation that the applicant currently resides at the property associated with the [city] **City** utility account as his or her primary place of [~~residence;~~] **residence.**

(e) An attestation that the applicant has been a resident of Carson City for not less than [~~twelve (12)~~] **12** months immediately preceding the date of the [~~application; and~~] **application.**

(f) **Proof deemed satisfactory by the third-party administrator that the applicant has an annual household income in an amount which does not exceed 200 percent of the federal poverty rate.**

(g) Any additional information required by the third-party administrator as approved by the [~~committee;~~] **Committee.**

2. [~~Each application for assistance must be submitted to the third-party administrator. An application may not be accepted by the third-party administrator before February 1 or after April 30 of the year immediately preceding the next fiscal year for which the assistance will apply.~~]

3.] The third-party administrator shall:

(a) Keep and maintain every application it receives for a period of [~~three (3)~~] **3** years from the date of submission; and

(b) Allow the [city] **City** and its designees to inspect submitted applications and any other book or record that is kept in the regular course of business which relate to the provision of services pursuant to this section.

SECTION VIII:

That Title 12 (WATER, SEWERAGE AND DRAINAGE), Chapter 12.035 (UTILITY RATEPAYER ASSISTANCE PROGRAM), Section 12.035.080 (Approval or denial of applications; amounts of assistance) is hereby amended (**bold, underlined** text is added, [~~stricken~~] text is deleted) as follows:

12.035.080 Approval or denial of applications; amounts of assistance. (Art. 2, §§ 2.090 and 2.270 of the Carson City Charter; NRS 244.146)

1. The third-party administrator shall examine each application submitted [~~within the prescribed time period pursuant to~~] **in accordance with** CCMC [~~Section~~] 12.035.070 and determine the eligibility of the applicant based on the information provided. **A determination of eligibility must be made as soon as reasonably practicable.** If the third-party administrator:

(a) Approves the application, the third-party administrator must notify the applicant in writing of the approval. The notice must [~~indicate the percentage amount of assistance for which the applicant has been approved and clearly explain that such~~] **, at a minimum, contain a statement clearly explaining that the** assistance is **limited to not more than \$400 in any period of 12 months, the assistance is** conditioned on the balance of money available in the account created pursuant to CCMC [~~Section~~] 12.035.040 and the assistance may therefore be discontinued at any time without further notice.

(b) Denies the application, the third-party administrator must notify the applicant in writing, along with an explanation for the denial.

2. ~~[Assistance may be credited to eligible city utility account invoices by the Carson City Treasurer beginning from the month of July of the next immediate fiscal year following the approval of applications. Any assistance expires at the end of the applicable fiscal year for which it was approved and a new application for assistance must be submitted by residential ratepayers requesting assistance for the next fiscal year.]~~

3. ~~All applications for assistance received by the third-party administrator must be reviewed for approval or denial in time for inclusion in a report of approved applications to be provided to the Carson City Treasurer on or before June 1 of the year immediately preceding the next fiscal year in which the assistance would apply. The report must identify the name of the residential ratepayer, the property address and the dollar amount of assistance to be credited to each corresponding city utility account invoice.~~

4. ~~The percentage and dollar amounts of assistance that may be credited to a city utility account invoice must be calculated by the third-party administrator and made in accordance with the federal poverty guidelines for households as published each year by the federal government. For a residential ratepayer whose annual household income is between:~~

~~(a) Zero (0) and one hundred twenty-five (125) percent of the federal poverty rate, assistance of not more than eighty (80) percent may be credited to his or her city utility account invoice.~~

~~(b) One hundred twenty-six (126) and one hundred fifty (150) percent of the federal poverty rate, assistance of not more than sixty (60) percent may be credited to his or her city utility account invoice.~~

~~(c) One hundred fifty-one (151) and two hundred (200) percent of the federal poverty rate, assistance of not more than forty (40) percent may be credited to his or her city utility account invoice.~~

5. ~~In addition to the report required to be provided pursuant to subsection 3., the third-party administrator must also annually provide to the committee a separate report and recommendation with regard to an upward or downward adjustment in the rate of assistance for the next fiscal year.~~

6.] **The third-party administrator shall immediately notify the Carson City Treasurer of an approved application by written notice and include a copy of the most recent invoice provided by the applicant. The Treasurer shall, not later than 10 days from the date on which he or she receives notification of an approved application, apply a monthly credit to the eligible utility account until the full amount of \$400 in assistance has been exhausted or the balance of money available in the account created pursuant to CCMC 12.035.040 is insufficient to draw from, whichever occurs sooner.**

3. Notwithstanding any other provision of this section, the ~~[director]~~ **Director** may **request that the Carson City Treasurer** immediately discontinue any assistance if ~~[he or she]~~ **the Director** has reasonable cause to determine that a residential ratepayer has wasted water in violation of CCMC ~~[Section]~~ 12.01.120 or violated any provision governing the limitation on irrigation in violation of CCMC 12.01.130. The discontinuation of assistance ~~[by the director]~~ must be made in writing and provided to the ~~[retail]~~ **residential** ratepayer by deposit for first-class mail or other commercially reasonable delivery method.

SECTION IX:

That Title 12 (WATER, SEWERAGE AND DRAINAGE), Chapter 12.035 (UTILITY RATEPAYER ASSISTANCE PROGRAM), Section 12.035.090 (Appeals) is hereby amended (**bold, underlined** text is added, ~~stricken~~ text is deleted) as follows:

12.035.090 Appeals. (Art. 2, §§ 2.090 and 2.270 of the Carson City Charter; NRS 244.146)

1. An applicant whose application for assistance has been denied by the third-party administrator pursuant to subsection ~~[4.]~~ **1** of CCMC ~~[Section]~~ 12.035.080, or a residential ratepayer whose assistance has been discontinued ~~[by the director]~~ pursuant to subsection ~~[6.]~~ **6** of CCMC ~~[Section]~~ 12.035.080, may appeal the denial or discontinuance to the ~~[board.]~~ **Board of Supervisors.**

2. An appeal must be made in writing and submitted to the ~~[director]~~ **Director** not more than ~~[fifteen (15)]~~ **15** days after the date of denial or discontinuance. Upon receipt of the appeal, the ~~[director]~~ **Director** must fix a time and place for a hearing on the appeal before the ~~[board,]~~ **Board of Supervisors,** which must be held not later than ~~[sixty (60)]~~ **60** days from the date of receipt of the appeal.

3. Notice of the hearing must be made in writing and provided to the person making the appeal not less than ~~[ten (10)]~~ **10** days before the date of the hearing, by deposit for first-class mail or other commercially reasonable delivery method.

SECTION X:

That Title 12 (WATER, SEWERAGE AND DRAINAGE), Chapter 12.035 (UTILITY RATEPAYER ASSISTANCE PROGRAM), Section 12.035.100 (Prohibited acts; penalties) is hereby amended (**bold, underlined** text is added, ~~stricken~~ text is deleted) as follows:

12.035.100 Prohibited acts; penalties. (Art. 2, §§ 2.090 and 2.270 of the Carson City Charter; NRS 244.146)

Any person who knowingly obtains or attempts to obtain assistance pursuant to this chapter to which he or she is not eligible through the submission of false or fraudulent statements or documents:

1. Is guilty of a misdemeanor;
2. Shall repay any amount of assistance obtained through the submission of such statements or documents, together with a ~~[ten (10)]~~ **10** percent penalty; and
3. Shall forfeit eligibility for any assistance in the remainder of the fiscal year.

SECTION XI:

That no other provisions of the Carson City Municipal Code are affected by this ordinance.

PROPOSED on _____, 2026.

PROPOSED by _____.

PASSED on _____, 2026.

VOTE: AYES: SUPERVISORS: _____

NAYS: SUPERVISORS: _____

Lori Bagwell

Mayor

ATTEST:

William Scott Hoen

Clerk-Recorder

This ordinance shall be in force and effect from the 20th day of the month of March of the year 2026.



STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** March 5, 2026

Staff Contact: Hope Sullivan, Community Development Director

Agenda Title: For Possible Action: Discussion and possible action regarding a recommendation from the Planning Commission to approve a request for a Master Plan amendment to change the Master Plan designation from Industrial and Public/Quasi-Public to Public/Quasi-Public for a 13.91-acre parcel located at 3000 North Lompa Lane, Assessor's Parcel Number ("APN") 008-922-31. (MPA-2026-0004) (Heather Manzo, hmanzo@carsoncity.gov)

Agenda Action: Formal Action / Motion **Time Requested:** 5 minutes

Proposed Motion

I move to accept the Planning Commission's recommendation to this Board to approve the Master Plan map amendment and further move to approve, without modification, the original request for amendment, based on the record of the Planning Commission meeting of January 28, 2026, including evidence on the record, as well as the ability to make all the findings as discussed on the record today.

Board's Strategic Goal

Quality of Life

Previous Action

January 28, 2026 (Item 6.C) - The Planning Commission voted 6-0 (1 absent) to adopt Planning Commission Resolution No. 2026-PC-R-1 and to recommend to the Board of Supervisors approval of the proposed Master Plan map amendment based on the ability to make the required findings.

January 6, 2026 (Item 14.b) - The Board of Supervisors adopted Resolution No. 2026-R-3, initiating a Master Plan map amendment to assign a Master Plan land use designation of Public/Quasi-Public for the entire subject property.

December 16, 2025 (Item 6.A) - The Planning Commission was provided with the Master Plan annual report and recommended the Board of Supervisors adopt a resolution to initiate a Master Plan amendment to assign the subject property a Master Plan land use designation of Public/Quasi-Public across the entire site.

Background/Issues & Analysis

CCMC 18.02.0465 addresses Master Plan adoption, elements implementation and amendments. The subject property currently has split Master Plan land use designations of Public/Quasi-Public on a majority of the site and Industrial on the northern portion of the site. The split land use designation is a result of a lot line deletion which combined multiple properties into one property. On January 6, 2026, the Board initiated an amendment to the Master Plan land use map to assign the entire subject site the

same land use designation based upon the existing use of the site.

On January 28, 2026, the Planning Commission voted to recommend that the Board approve the Master Plan amendment. For additional information, the January 28, 2026, Planning Commission staff report, and supplemental materials can be accessed by viewing: [January 28, 2026 Planning Commission - Item 6.C](#).

Applicable Statute, Code, Policy, Rule or Regulation
NRS 278.210 and 278.220; CCMC 18.02.0465

Financial Information
Is there a fiscal impact? No

If yes, account name/number: N/A

Is it currently budgeted? No

Explanation of Fiscal Impact: N/A

- Alternatives**
- 1. Deny the recommendation.
 - 2. Change, add to or otherwise modify the recommendation and thereby refer the matter back to the Planning Commission for reconsideration.

Attachment(s):
[Resolution 2026-PC-R-1 SIGNED](#)

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

 _____ (Vote Recorded By)		

RESOLUTION 2026-PC-R-1

A RESOLUTION ADOPTING AND RECOMMENDING TO THE BOARD OF SUPERVISORS ADOPTION OF MPA-2026-0004, A MASTER PLAN AMENDMENT, TO CHANGE THE LAND USE MAP FROM INDUSTRIAL AND PUBLIC/QUASI-PUBLIC TO PUBLIC/QUASI-PUBLIC FOR A 13.91 ACRE PARCEL LOCATED AT 3000 NORTH LOMPA LANE, ASSESSOR'S PARCEL NUMBER ("APN") 008-922-31.

WHEREAS, section 278.210 of the Nevada Revised Statutes ("NRS") requires that any adoption of a master plan amendment shall be by resolution of the Carson City Planning Commission; and

WHEREAS, the Planning Commission has given proper notice of the proposed amendment in accordance with the provisions of NRS and Carson City Municipal Code ("CCMC") 18.02.0465 and 18.02.0466, and is in conformance with City and State legal requirements; and

WHEREAS, on January 28, 2026, the Planning Commission obtained public testimony and duly considered recommendations and findings for the proposed master plan amendment and recommended approval of master plan amendment MPA-2026-0004 by an affirmative vote of a two-thirds majority of the Commission, at least five members of the seven-member Commission, pursuant to NRS 278.210, based on four findings of fact; and

WHEREAS, the Planning Commission has determined the proposed land use is in response to a change in conditions since the adoption of the 2025 Carson City Master Plan; complies with the goals and policies of the master plan; is compatible with existing adjacent land uses; and promotes an orderly pattern of growth.

NOW, THEREFORE, the Carson City Planning Commission hereby adopts, and recommends to the Carson City Board of Supervisors adoption of master plan amendment MPA-2026-0004 to change the land use map from Industrial and Public/Quasi-Public to Public/Quasi-Public for a parcel located at 3000 North Lompa Lane, APN 008-922-31, as illustrated in the attached Exhibit A.

ADOPTED this 28th day of January, 2026

VOTE: AYES: Commissioner Borders
Commissioner Krahn
Commissioner DeChristopher
Commissioner Preston
Commissioner Petersen
Commissioner Pyzel

NAYS: none

ABSENT: Commissioner Brooks


Charles Borders, Planning Commission Chair

ATTEST:

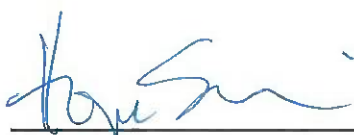

Hope Sullivan, AICP, Community Development Director

EXHIBIT A

FROM:
INDUSTRIAL AND PUBLIC/QUASI-PUBLIC



TO:
PUBLIC/QUASI-PUBLIC





STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** March 5, 2026

Staff Contact: Hope Sullivan, Community and Economic Development Director

Agenda Title: For Possible Action: Discussion and possible action regarding a recommendation from the Planning Commission to approve a request for a Master Plan amendment to change the Master Plan designation from Public/Quasi-Public to High Density Residential for a 0.42-acre parcel located at 4015 Lepire Drive, Assessor's Parcel Number ("APN") 010-351-14. (Heather Ferris, hferris@carsoncity.gov)

Agenda Action: Formal Action / Motion **Time Requested:** 10 minutes

Proposed Motion

I move to accept the Planning Commission's recommendation to this Board to approve the Master Plan map amendment and further move to approve, without modification, the original request for amendment, based on the record of the Planning Commission meeting of January 28, 2026, including evidence on the record, as well as the ability to make all the findings as discussed on the record today.

Board's Strategic Goal

Quality of Life

Previous Action

January 28, 2026 (Item 6.E) - The Planning Commission voted 6-0 (1 absent) to adopt Planning Commission Resolution No. 2026-PC- R-2 (attached) and to recommend to the Board of Supervisors approval of the proposed Master Plan map amendment based on the ability to make the required findings.

January 6, 2026 (Item 14.b) - The Board of Supervisors adopted Resolution No. 2026-R- 3, initiating a Master Plan map amendment from Public / Quasi-Public to High Density Residential on the subject property.

December 16, 2025 (Item 6.A) - The Planning Commission was provided with the Master Plan annual report and recommended the Board of Supervisors adopt a resolution to initiate a Master Plan amendment to assign the subject property a Master Plan land use designation of High Density Residential for the site.

Background/Issues & Analysis

Please refer to the [January 28, 2026 Planning Commission staff report](#) for additional background and analysis.

Applicable Statute, Code, Policy, Rule or Regulation

NRS 278.210 and 278.220; CCMC 18.02.0465

Financial Information

Is there a fiscal impact? No

If yes, account name/number: N/A

Is it currently budgeted? No

Explanation of Fiscal Impact: N/A

Alternatives

1. Deny the recommendation.
2. Change, add to or otherwise modify the recommendation and thereby refer the matter back to the Planning Commission for reconsideration.

Attachment(s):

[Resolution 2026-PC-R-2 SIGNED.pdf](#)

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

(Vote Recorded By)

RESOLUTION 2026-PC-R-2

A RESOLUTION ADOPTING AND RECOMMENDING TO THE BOARD OF SUPERVISORS ADOPTION OF A MASTER PLAN AMENDMENT, MPA-2026-0006, TO CHANGE THE LAND USE MAP FROM PUBLIC/QUASI-PUBLIC TO HIGH DENSITY RESIDENTIAL FOR A PARCEL LOCATED AT 4015 LEPIRE DRIVE, ASSESSOR'S PARCEL NUMBER ("APN") 010-351-14.

WHEREAS, section 278.210 of the Nevada Revised Statutes ("NRS") requires that any adoption of a master plan amendment shall be by resolution of the Carson City Planning Commission; and

WHEREAS, the Planning Commission has given proper notice of the proposed amendment in accordance with the provisions of NRS and Carson City Municipal Code ("CCMC") 18.02.0465 and 18.02.0466, and is in conformance with City and State legal requirements; and

WHEREAS, on January 28, 2026, the Planning Commission obtained public testimony and duly considered recommendations and findings for the proposed master plan amendment and recommended approval of master plan amendment MPA-2026-0006 by an affirmative vote of a two-thirds majority of the Commission, at least five members of the seven-member Commission, pursuant to NRS 278.210, based on four findings of fact; and

WHEREAS, the Planning Commission has determined the proposed land use is in response to a change in conditions since the adoption of the 2025 Carson City Master Plan; complies with the goals and policies of the master plan; is compatible with existing adjacent land uses; and promotes an orderly pattern of growth.

NOW, THEREFORE, the Carson City Planning Commission hereby adopts, and recommends to the Carson City Board of Supervisors adoption of, master plan amendment MPA-2026-0006 to change the land use map from Public/Quasi-Public to High Density Residential for a parcel located at 4015 Lepire Drive, APN 010-351-14, as illustrated in the attached Exhibit A.

ADOPTED this 28th day of January, 2026

VOTE: AYES: Commissioner Borders
 Commissioner Krahn
 Commissioner DeChristopher
 Commissioner Preston
 Commissioner Petersen
 Commissioner Pyzel

NAYS: none

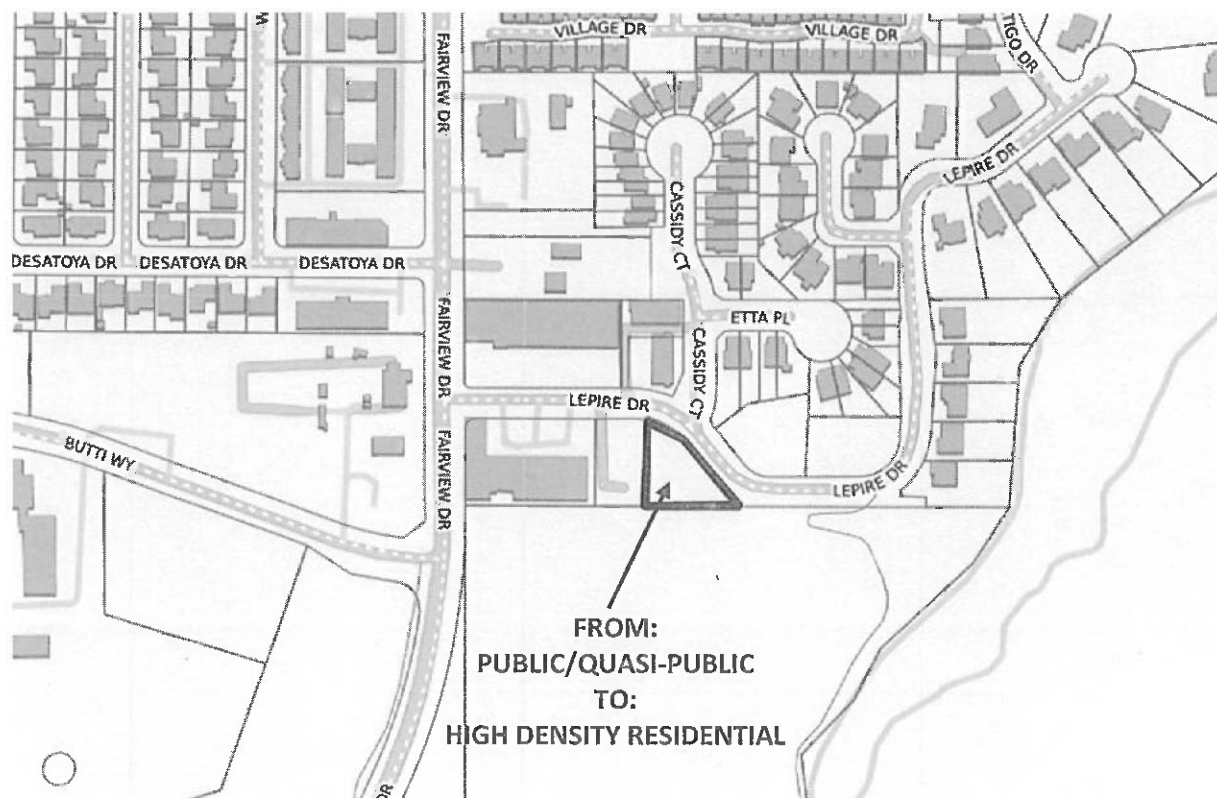
ABSENT: Commissioner Brooks


 Charles Borders, Planning Commission Chair

ATTEST:


 Hope Sullivan, AICP, Community Development Director

EXHIBIT A





STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** March 5, 2026

Staff Contact: Hope Sullivan, Community Development Director

Agenda Title: For Possible Action: Discussion and possible action regarding a recommendation from the Planning Commission to approve a Master Plan amendment to change the Master Plan designation from Medium Density Residential to Open Space for a 1.11-acre parcel located within the Lompa Ranch North Specific Plan Area (“SPA”), to the south of the southern terminus of Pilot Peak Court, Assessor’s Parcel Number (“APN”) 004-422-23. (Heather Manzo, hmanzo@carsoncity.gov)

Agenda Action: Formal Action / Motion **Time Requested:** 5 minutes

Proposed Motion

I move to accept the Planning Commission’s recommendation to this Board to approve the Master Plan map amendment and further move to approve, without modification, the original request for amendment, based on the record of the Planning Commission meeting of January 28, 2026, including evidence on the record, as well as the ability to make all findings as discussed on the record today.

Board's Strategic Goal

Quality of Life

Previous Action

January 28, 2026 (Item 6.D) - The Planning Commission voted 6-0 (1 absent) to adopt Planning Commission Resolution No. 2026-PC-R-3 and to recommend to the Board of Supervisors approval of the proposed Master Plan map amendment based on the ability to make the required findings.

January 6, 2026 (Item 14.b) - The Board of Supervisors adopted Resolution No. 2026-R-3, initiating a Master Plan map amendment from Medium Density Residential to Open Space on the subject property.

December 16, 2025 (Item 6.A) - The Planning Commission was provided with the Master Plan annual report and recommended the Board of Supervisors adopt a resolution to initiate a Master Plan amendment to assign the subject property a Master Plan land use designation of Open Space for the site.

Background/Issues & Analysis

CCMC 18.02.0465 addresses Master Plan adoption, elements implementation and amendments. The subject property was dedicated to Carson City as part of a drainage facility within the Lompa Ranch North development and as such, should be designated Open Space to be consistent with other similar properties. On January 6, 2026, the Board initiated an amendment to the Master Plan land use map to assign the entire subject site the same land use designation based upon the existing use of the site.

On January 28, 2026, the Planning Commission voted to recommend that the Board approve the Master Plan amendment. For additional information, the January 28, 2026, Planning Commission staff report, and supplemental materials can be accessed by viewing: [January 28, 2026 Planning Commission - Item 6.D](#).

Applicable Statute, Code, Policy, Rule or Regulation

NRS 278.210 and 278.220; CCMC 18.02.0465

Financial Information

Is there a fiscal impact? No

If yes, account name/number: N/A

Is it currently budgeted? No

Explanation of Fiscal Impact: N/A

Alternatives

1. Deny the recommendation.
2. Change, add to or otherwise modify the recommendation and thereby refer the matter back to the Planning Commission for reconsideration.

Attachment(s):

[Resolution 2026-PC-R-3 SIGNED](#)

Motion: _____

1) _____
2) _____

Aye/Nay

(Vote Recorded By)

RESOLUTION 2026-PC-R-3

A RESOLUTION ADOPTING AND RECOMMENDING TO THE BOARD OF SUPERVISORS ADOPTION OF MPA-2026-0005, A MASTER PLAN AMENDMENT, TO CHANGE THE LAND USE MAP FROM MEDIUM DENSITY RESIDENTIAL TO OPEN SPACE FOR A PARCEL LOCATED WITHIN THE LOMPA RANCH NORTH SPECIFIC PLAN AREA, ASSESSOR'S PARCEL NUMBER ("APN") 004-422-23.

WHEREAS, section 278.210 of the Nevada Revised Statutes ("NRS") requires that any adoption of a master plan amendment shall be by resolution of the Carson City Planning Commission; and

WHEREAS, the Planning Commission has given proper notice of the proposed amendment in accordance with the provisions of NRS and Carson City Municipal Code ("CCMC") 18.02.0465 and 18.02.0466, and is in conformance with City and State legal requirements; and

WHEREAS, on January 28, 2026, the Planning Commission obtained public testimony and duly considered recommendations and findings for the proposed master plan amendment and recommended approval of master plan amendment MPA-2026-0005 by an affirmative vote of a two-thirds majority of the Commission, at least five members of the seven-member Commission, pursuant to NRS 278.210, based on four findings of fact; and

WHEREAS, the Planning Commission has determined the proposed land use is in response to a change in conditions since the adoption of the 2025 Carson City Master Plan; complies with the goals and policies of the master plan; is compatible with existing adjacent land uses; and promotes an orderly pattern of growth.

NOW, THEREFORE, the Carson City Planning Commission hereby adopts, and recommends to the Carson City Board of Supervisors adoption of, the master plan amendment MPA-2026-0005 to change the land use map from Medium Density Residential to Open Space for a parcel located within the Lompa Ranch North Specific Plan Area, APN 004-422-23, as illustrated in the attached Exhibit A.

ADOPTED this 28th day of January, 2026

VOTE: AYES: Commissioner Borders
Commissioner Krahm
Commissioner DeChristopher
Commissioner Preston
Commissioner Petersen
Commissioner Pyzel

NAYS: none

ABSENT: Commissioner Brooks


Charles Borders, Planning Commission Chair

ATTEST:


Hope Sullivan, AICP, Community Development Director

EXHIBIT A



FROM:
MEDIUM DENSITY RESIDENTIAL
TO:
OPEN SPACE



STAFF REPORT

Report To:

Meeting Date:

March 5, 2026

Staff Contact:

Agenda Title: December 4, 2025

Agenda Action: Formal Action / Motion

Time Requested:

Proposed Motion

I move to approve the minutes for December 4, 2025.

Board's Strategic Goal

Previous Action

Background/Issues & Analysis

Applicable Statute, Code, Policy, Rule or Regulation

Financial Information

Is there a fiscal impact? No

If yes, account name/number:

Is it currently budgeted? No

Explanation of Fiscal Impact:

Alternatives

Attachment(s):

[12-04-2025 Minutes \(BOH\).pdf](#)

Motion: _____

1) _____
2) _____

Aye/Nay

(Vote Recorded By)

CARSON CITY BOARD OF HEALTH
Draft Minutes of the December 4, 2025 Meeting
Page 1

A meeting of the Carson City Board of Health was held during the regularly scheduled Carson City Board of Supervisors meeting on Thursday, December 4, 2025, in the Community Center Robert “Bob” Crowell Boardroom, 851 East William Street, Carson City, Nevada.

PRESENT:

Chairperson Colleen Lyons
Vice Chair Stacey Giomi
Member Lori Bagwell
Member Ken Furlong
Member Curtis Horton
Member Lisa Schuette
Member Maurice White

STAFF:

Glen Martel, City Manager
Jeanne Freeman, Health and Human Services Director
Stephanie Hicks, Deputy City Manager
Dan Yu, Assistant District Attorney
Briana Munoz, Senior Public Meetings Clerk

NOTE: A recording of these proceedings, the board’s agenda materials, and any written comments or documentation provided to the Clerk during the meeting are part of the public record. These materials are on file in the Clerk’s Office and available for review online at <https://www.carsoncity.gov/government/city-meetings>.

16-17. CALL TO ORDER - BOARD OF HEALTH AND ROLL CALL

(11:31:33) – Chairperson Lyons called the Board of Health meeting to order at 11:31 a.m. Ms. Munoz called roll and noted the presence of a quorum.

18. PUBLIC COMMENT

(11:31:57) – Chairperson Lyons entertained public comments; however, none were forthcoming.

19. FOR POSSIBLE ACTION: APPROVAL OF MINUTES

19.a SEPTEMBER 4, 2025

(11:32:47) – Chairperson Lyons introduced the item and entertained comments, corrections, and/or a motion.

(9:52:55) – Vice Chair Giomi moved to approve the minutes of the September 4, 2025, Board of Health meeting as presented. The motion was seconded by Member Horton and carried 7-0-0.

CARSON CITY BOARD OF HEALTH
Draft Minutes of the December 4, 2025 Meeting
Page 2

RESULT:	APPROVED (7-0-0)
MOVER:	Vice Chair Giomi
SECONDER:	Member Horton
AYES:	Members Bagwell, Furlong, Horton, Schuette, White, Vice Chair Giomi, Chair Lyons
NAYS:	None
ABSTENTIONS:	None
ABSENT:	None

20. HEALTH AND HUMAN SERVICES

20.a FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING A REPORT FROM THE CARSON CITY HEALTH OFFICER (“HEALTH OFFICER”), DR. COLLEEN LYONS, CONCERNING HEALTH OFFICER ACTIVITIES BETWEEN JULY 1, 2025, AND SEPTEMBER 30, 2025.

(11:32:56) – Chairperson Lyons introduced the item and referenced the Carson City Health Officer Report, which is incorporated into the record. Chair Lyons reported that the American Academy of Family Physicians had joined the American Academy of Pediatrics on updated child immunization guidance and emphasized that the Shingrix vaccine reduced shingles, chronic nerve pain, and even cardiovascular risk. She highlighted that most emergency room patients lacked recommended vaccines and that offering immunizations in emergency departments could significantly raise vaccination rates. Chair Lyons noted instability in Medicare Advantage plans, rising healthcare costs driven by obesity medications and cancer treatment, increasing cancer rates in younger people, and holiday-related heart risks.

(11:41:09) – MOTION: Vice Chair Giomi moved to accept the Health Officer’s report as presented. The motion was seconded by Member Schuette. The motion carried 7-0-0.

RESULT:	APPROVED (7-0-0)
MOVER:	Vice Chair Giomi
SECONDER:	Member Schuette
AYES:	Members Bagwell, Furlong, Horton, Schuette, White, Vice Chair Giomi, Chair Lyons
NAYS:	None
ABSTENTIONS:	None
ABSENT:	None

20.b FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING THE SECOND BIENNIAL REPORT FOR 2025 FROM VITALITY UNLIMITED, AS REQUIRED BY CONTRACT #1718-118 BETWEEN CARSON CITY AND VITALITY UNLIMITED.

(11:41:25) – Chairperson Lyons introduced the item. Marshall Gledhill of Vitality Unlimited referenced the biannual report provided by Vitality Unlimited, which is incorporated into the record, and reported that their facility expansion was progressing smoothly, with subcontractor bids received in December 2025 and plans to break ground in early 2026. Chair Lyons expressed appreciation for the thorough report. Member Schuette emphasized the importance of addressing addiction treatment demand and root causes. Mr. Gledhill announced

CARSON CITY BOARD OF HEALTH
Draft Minutes of the December 4, 2025 Meeting
Page 3

the launch of a new 12-week adolescent intensive outpatient program for ages 15 through 17. In response to Vice Chair Giomi's question, Mr. Gledhill clarified that the program would remain at the 900 East Long Street outpatient location.

(11:44:46) – MOTION: Vice Chair Giomi moved to accept the report as presented. The motion was seconded by Member Horton. The motion carried 7-0-0.

RESULT:	APPROVED (7-0-0)
MOVER:	Member Schuette
SECONDER:	Member Horton
AYES:	Members Bagwell, Furlong, Horton, Schuette, White, Vice Chair Giomi, Chair Lyons
NAYS:	None
ABSTENTIONS:	None
ABSENT:	None

20.c FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING A REPORT FROM JEANNE FREEMAN, DIRECTOR OF THE CARSON CITY DEPARTMENT OF HEALTH AND HUMAN SERVICES (“CCHHS”), CONCERNING DEPARTMENT ACTIVITIES BETWEEN JULY 1, 2025, AND SEPTEMBER 30, 2025, AND OTHER ONGOING ACTIVITIES.

(11:45:32) – Chairperson Lyons introduced the item. Director of Health and Human Services Jeanne Freeman referenced the Staff Report and Supporting Materials, all of which are incorporated into the record, and highlighted continued staff development, community outreach efforts including back-to-school vaccinations, with over 1,500 vaccinations administered. Ms. Freeman noted that State and Federal policy changes were affecting vaccine strategies. Chair Lyons inquired about the variation in vaccination rates between different schools and suggested following up with school nurses to understand the differences. Ms. Freeman noted increased attendance at the Health and Human Services Job Fair, particularly from those over the age of 50. She added that future events would be moved to the spring to better align with federal work requirements tied to benefits. Ms. Freeman reported that since the approval of the Department's strategic plan, staff had been reviewing activities to ensure alignment with grants, State law, and public health services. She stated that all recently approved public health funding would be utilized and addressed updates in vaccine policy, including incoming Advisory Committee on Immunization Practice (ACIP) changes that could impact service delivery. Ms. Freeman commended department staff for their flexibility and dedication amid uncertainties. She emphasized the need for a data-driven focus noting the use of internal dashboards prior to public reporting. Dr. Lyons recognized Toni Orr for her work on implementing point-of-care syphilis testing and updating the COVID immunization policy for the year.

(12:01:41) – MOTION: Member Schuette moved to accept the report as presented. Member White seconded the motion. The motion carried 7-0-0.

RESULT:	APPROVED (7-0-0)
MOVER:	Member Schuette
SECONDER:	Member White
AYES:	Members Bagwell, Furlong, Horton, Schuette, White, Vice Chair Giomi, Chair Lyons
NAYS:	None
ABSTENTIONS:	None
ABSENT:	None

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Draft Minutes of the December 4, 2025 Meeting
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20.d FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING THE CARSON CITY HOUSING PLAN AND RELATED REPORTING FROM THE CARSON CITY DEPARTMENT OF HEALTH AND HUMAN SERVICES (“CCHHS”), HUMAN SERVICES DIVISION, CONCERNING STREET OUTREACH, SERVICE UTILIZATION AND HOUSING FOR THE PERIOD OF JANUARY 1, 2025, THROUGH SEPTEMBER 30, 2025.

(12:02:07) – Chair Lyons introduced the item. Ms. Freeman referenced the Staff Report and Supporting Materials, all of which are incorporated into the record, and presented data on Carson City's housing plan implementation, including street outreach, triage, and community housing assessments (CHATs), which are essential for Housing and Department of Housing and Urban Development (HUD) funding. She highlighted collaboration with the Karma Box project and training outreach staff to perform assessments. Ms. Freeman noted business outreach efforts, including partnerships with the Downtown Business Association and Secure Our Streets group, generating \$1,600 in donated gift cards for work programs. She reported on the continued partnership between the Sheriff's Office and cleanup crews, noting that the opportunity helped build job skills and connected people to work opportunities.

(12:07:11) – Vice Chair Giomi inquired about measuring improvements for the street outreach efforts and emphasized the need to assess whether real impacts were being made, beyond data collection. Ms. Freeman responded that the Department has seen anecdotal improvements in downtown and are focusing on street outreach on areas with higher congregations, especially during winter months. Member Furlong questioned how transient individuals were accounted for in the street outreach efforts. Ms. Freeman explained that while the Department collects and deduplicates data on transient individuals, many avoid engagement, which limits the ability to measure long-term impact. Vice Chair Giomi noted that local ordinances could help but there wasn't a single solution for tracking transient individuals. Member Schuette asked about counting street outreach encounters and Ms. Freeman explained how repeated interactions were tracked to avoid false data.

(12:16:01) – Ms. Freeman continued with her report, highlighting housing outcomes with 71 clients exiting to permanent housing and 54 of 70 rehoused clients requiring no ongoing subsidy, with Member Bagwell calling it phenomenal. Ms. Freeman added that transitional housing now includes mandatory counseling and workforce development programs to support clients' long-term stability.

(12:22:16) – Human Services Manager Christie Contreras highlighted that the project-based subsidies support clients moving out of programs, noting that the efforts are impacting rural Nevada as well. Ms. Freeman praised on-site Medicaid support, which allows clients to enroll immediately. She highlighted the Department's partnership with Medicaid and new Nevada programs for skill development to improve job readiness for those with lower education. Ms. Freeman noted issues that could build into clients' vulnerability to becoming unhoused including domestic violence, chronic illness, and substance use and mental health issues. She praised Data Analyst Rachel Hickman for her efforts on tracking impact and analyzing human services data.

CARSON CITY BOARD OF HEALTH
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(12:34:23) – Member Bagwell emphasized the importance of non-profits’ role and using data to follow long-term outcomes. Vice Chair Giomi highlighted the ongoing collaboration between the City and non-profits as a way to ensure resources are used effectively and are providing positive impacts.

(12:40:46) – Chair Lyons shared demographics about clients, noting vulnerabilities based on age and pointed out that 13 percent were under 18 years old, 8 percent were 18 through 24 years old, and 13 percent were 65 or older. She noted that 63 percent of clients had a high school diploma or more. Chair Lyons asked about programs for unaccompanied youth and seniors and Ms. Contreras explained that youth were referred to McKinney-Vento programs and seniors were prioritized through the vulnerability index and shared living arrangements. Ms. Contreras added that clients with mental health or substance use issues were referred to Vitality, Carson Tahoe Behavioral Health, Carson City Community Counseling Center, New Frontier, and the Salvation Army’s Recovery Program, depending on the client’s preference and needs.

(12:45:48) – MOTION: Member Giomi moved to accept the report as presented. The motion was seconded by Member White. The motion carried 7-0-0.

RESULT:	APPROVED (7-0-0)
MOVER:	Member Giomi
SECONDER:	Member White
AYES:	Members Bagwell, Furlong, Horton, Schuette, White, Vice Chair Giomi, Chair Lyons
NAYS:	None
ABSTENTIONS:	None
ABSENT:	None

21. PUBLIC COMMENT

(12:46:01) – Chairperson Lyons entertained final public comments; however, none were forthcoming.

22. FOR POSSIBLE ACTION: TO ADJOURN AS THE BOARD OF HEALTH

(12:46:09) – Chairperson Lyons adjourned the meeting at 12:46 p.m.

The Minutes of the December 4, 2025, Carson City Board of Health meeting are so approved on this 5th day of March, 2026.

ATTEST:

DR. COLLEEN LYONS, Chair

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WILLIAM SCOTT HOEN, Clerk-Recorder



STAFF REPORT

Report To: Board of Health **Meeting Date:** March 5, 2026

Staff Contact: Jeanne Freeman, Health and Human Services Director

Agenda Title: For Possible Action: Discussion and possible action regarding a report from the Carson City Health Officer ("Health Officer"), Dr. Colleen Lyons, concerning Health Officer activities between October 1, 2025, and December 31, 2025. (Jeanne Freeman, jmfreeman@carson.org)

Agenda Action: Formal Action / Motion **Time Requested:** 15 minutes

Proposed Motion

I move to accept the report as presented.

Board's Strategic Goal

Quality of Life

Previous Action

December 19, 2024 (Item 13.A) – The Board of Supervisors reappointed Dr. Colleen Lyons as the Health Officer for a two-year term effective January 1, 2025, through December 31, 2027.

Background/Issues & Analysis

The Health Officer's report outlines the activities of the Health Officer between October 1, 2025, and December 31, 2025, including meetings attended, actions taken on behalf of Carson City Department of Health and Human Services ("CCHHS"), Nevada Hospital Association news, and trainings attended.

Direction is requested from the Board of Health regarding the Health Officer's report concerning activities in which the Health Officer is engaged, both internally and externally, for CCHHS.

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? No

Explanation of Fiscal Impact:

Alternatives

Do not accept the report and/or provide alternative direction.

Attachment(s):

[Health Officer's Report 3.5.2026.pdf](#)

[Heart Attack and Stroke Warning Signs.pdf](#)

[Sepsis Handout.pdf](#)

Motion: _____

1) _____

2) _____

Aye/Nay

(Vote Recorded By)



CARSON CITY, NEVADA

CONSOLIDATED MUNICIPALITY AND STATE CAPITAL

24Jan2026

Carson City Health Officer Report

Carson City Board of Health Meeting 05Mar2026

Health Officer Activities: 4th Quarter of 2025

- CCHHS Division Managers' meetings: 10.9, 10.23, 11.13, 12.11
- Quad-County Coalition meetings: 10.14, 12.9
- Chaired Sexual Assault Response Team (SART) meeting: 10.16
- Attended virtual Nevada Association of Local Health Officers (NALHO) meeting: 12.15
- Attended Nevada Board of Health Meeting: 12.5
- Attended Nevada Public Health Association (NPHA) Advocacy meeting: 11.20
- Average of 4 hours per month in review of CCHHS emails, CDC Health Alert Network (HAN) and Clinician Outreach and Communication Activity (COCA), Nevada Department of Public & Behavioral Health (DPBH) emails and technical bulletins, Nevada Hospital Association weekly reports

Clinical Oversight/Consultation and Policy Input

- Oversight: Standing orders for Covid vaccine with significant changes to accommodate new federal guidance

Training and Education

Total of 43.1 credit hours in the 4th Quarter of 2026

- American Board of Family Medicine (ABFM) - 13.5
- University of Nevada, Reno (UNR) School of Medicine - 9.5
- Nevada Academy of Family Physicians Summer Continuing Medical Education (CME) meeting: 9.0

Pertinent Nevada Hospital Association (NHA) Weekly Wrap News

General News:

Jan 2026: The American Red Cross has declared a **severe blood shortage** after the national blood supply fell 35% over the past month, with types O, A negative, and B negative in critical need. Hospitals are being forced to triage critical blood products nationwide.

The United States passed 2,000 total **measles** cases at the end of December and could soon lose its measles elimination status, first obtained in 2000.

40 million Americans use ChatGPT for healthcare questions daily, with heavy usage in rural areas. More than 5% of all ChatGPT messages globally now relate to healthcare, according to an OpenAI report. Seven in 10 health-related conversations on ChatGPT occur outside normal clinic hours. Nearly 1.6 million to 1.9 million ChatGPT messages each week focus on health insurance issues, including plan comparisons, billing questions, claims, enrollment and cost-sharing.

Carson City Health & Human Services

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Analysis of 1,300 hospitals nationwide shows patient volumes increased in September with discharges up 4% year-over-year and emergency department visits up 2% year-over-year, yet these volume gains failed to translate into improved margins. Total expenses per calendar day rose 3% month-over-month and 8% year-over-year, with supply costs climbing 5-7% and drug expenses increasing 2-6%. Expanded use of advanced pharmaceuticals and pricing pressures continue driving pharmaceutical cost inflation. Major health systems are responding with significant restructuring initiatives.

US healthcare spending rose 7.2% in 2024 and accounted for 18% of Gross Domestic Product (GDP) according to Centers for Medicare & Medicaid Services (CMS) National Health Expenditure data. The growth is driven primarily by care volume and intensity rather than price inflation, with hospital services growing 8.9%. Medical price inflation played a limited role, with retail drug prices growing below general inflation. Healthcare spending is projected to approach 20% of GDP by 2033.

Healthcare Policy and Administration:

CDC Vaccine Schedule Changes Face Legal Challenge

The American Academy of Pediatrics and multiple medical organizations have filed a federal lawsuit challenging the Centers for Disease Control and Prevention's (CDC) January 5th decision to reduce routine childhood vaccinations from 18 to 11 vaccines. Six vaccines—hepatitis A and B, influenza, rotavirus, RSV, and meningococcal disease—are no longer universally recommended for all children, shifting instead to shared clinical decision-making or high-risk group recommendations. The plaintiffs argue the new recommendations violated the Administrative Procedure Act by bypassing required scientific review processes and public comment periods. The lawsuit also challenges earlier policy changes, including the removal of COVID-19 vaccine recommendations for healthy children and pregnant women, and the dismissal and reconstitution of the Advisory Committee on Immunization Practices.

The **United States' withdrawal from the World Health Organization (WHO)** reached its planned exit date of January 22, 2026. While the US met the one-year notice requirement, it has not paid \$278 million in outstanding dues for the 2024-25 period. Of note, the Administration estimates that **COVID-19 had an economic impact of \$14-16 trillion on the US**.

The WHO has already begun cutting 22% of its staff to address the funding crisis. The withdrawal limits US access to critical disease intelligence and reduces American influence over global outbreak responses. The move also shifts global health leadership, potentially ceding influence to China and Russia. The break ends 75 years of US membership as the WHO's most influential member and biggest funder.

Affordable Care Act subsidies expired January 1, 2026; approximately 22 million enrollees face premium increases averaging more than \$1,000 per person annually, with 4 million Americans expected to become uninsured. U.S. healthcare providers could lose

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more than \$32 billion in revenue in 2026 without the expanded subsidies, while health insurers have secured premium increases to offset potential membership losses.

Medicare Advantage Costs Taxpayers \$76 Billion Extra

CMS is paying Medicare Advantage (MA) plans \$76 billion more in 2026 than traditional Medicare would cost for the same patients, despite 2024 reforms designed to curb inflated payments. The overpayment stems from two primary factors: "coding intensity," where MA plans aggressively document more diagnoses than traditional Medicare providers to inflate patient risk scores and receive higher monthly payments (\$22 billion of the excess is attributed to this practice alone), and "favorable selection," where healthier, less costly patients tend to enroll in MA plans rather than traditional fee-for-service Medicare. **Since 2015, MA payments have consistently exceeded traditional Medicare costs by at least 13%**, reaching peaks of 20-21% in 2022-2023.

Federal emergency resource model shifting responsibilities to states and local jurisdictions risks creating fragmented terminology and data standards that could complicate cross-jurisdictional coordination during multi-state emergencies.

Hospitals, public health entities, and the public increasingly seeking alternatives to federal health guidance as **confidence in Health and Human Services (HHS), Food and Drug Administration (FDA), and CDC continues to decline.**

A growing crisis of confidence in federal health agencies is prompting states, healthcare systems, and the public to look elsewhere for reliable health information. Leadership turnover at CDC, disputed scientific claims from senior officials, and policy reversals have left many questioning the reliability of guidance from agencies historically viewed as authoritative sources.

California, Washington, and Oregon formed a public health alliance in September to establish independent vaccine recommendations and public health guidance. Fifteen states and territories have now joined the Governors' Public Health Alliance to coordinate responses across state lines and fill gaps left by shifting federal priorities.

Nevada Community Resilience:

Carson Valley Health (CVH) became Nevada's first critical access hospital to earn Level IV Trauma Center designation, establishing the facility as an integral component of the state's trauma network and reducing time to stabilization for rural trauma patients.

Level IV Trauma Centers provide 24-hour emergency coverage with trauma-trained physicians and nurses who can evaluate, stabilize, and initiate care for injured patients before transfer to higher-level facilities. Unlike Level II Trauma Centers such as Renown Regional Medical Center, which maintain around-the-clock surgical teams and specialists capable of providing definitive care for most injuries, Level IV centers focus on rapid stabilization and efficient transfer protocols. This distinction is critical in rural settings where the designation ensures life-saving interventions begin locally rather than requiring

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CARSON CITY, NEVADA

CONSOLIDATED MUNICIPALITY AND STATE CAPITAL

patients to first travel to urban centers for initial assessment. Research cited by CVH indicates that efficient inter-facility transfers from lower-level trauma centers can reduce mortality by 31% for critically injured patients.

Nevada National Guard activates approximately 130 soldiers and airmen for third consecutive year to support Las Vegas Grand Prix operations November 20-22, with deployment encompassing race circuit areas and two local hospitals to bolster medical capabilities and emergency response during a large-scale event.

The activation represents ongoing partnership between the Nevada National Guard and local emergency response agencies for the Formula 1 weekend. Guard personnel will be strategically positioned near Downtown Las Vegas to augment local response and medical capabilities for potential security or emergency threats arising from the event expecting over 300,000 attendees. Col. Kyle Cerfoglio, Nevada National Guard Joint Staff Director, emphasized the commitment to public safety and effective collaboration, noting that Guard members represent Nevadans helping Nevadans during times of need. The hospital deployments provide additional medical support capacity during the three-day event when emergency vehicle routing may be impacted by street circuit closures.

Supplemental Public Health Information attached:

American Heart Association - Warning Signs of Heart Attack & Stroke
Center for Disease Control (CDC) - Get Ahead of Sepsis

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Know the warning signs of heart attack and stroke

You could save your life



Heart attack and stroke are life-or-death emergencies — every second counts. If you think you or someone you're with has any symptoms of heart attack or stroke, call 911 immediately.

For a stroke, also note the time when the first symptom(s) appeared. A clot-busting drug received within 3 to 4.5 hours of the start of symptoms may improve your chances of getting better faster.

Heart Attack Warning Signs

Some heart attacks are sudden and intense, but most of them start slowly, with mild pain or discomfort. The warning signs are:

-  • Chest discomfort. Most heart attacks involve discomfort in the center of the chest that lasts more than a few minutes, or that goes away and comes back. It can feel like uncomfortable pressure, squeezing, fullness or pain.
-  • Discomfort in other areas of the upper body. Symptoms can include pain or discomfort in one or both arms, the back, neck, jaw or stomach.
-  • Shortness of breath. This may occur with or without chest discomfort.
-  • Other signs may include breaking out in a cold sweat, nausea or lightheadedness.

As with men, women's most common heart attack symptom is chest pain or discomfort. But women are more likely than men to experience some of the other common symptoms, particularly shortness of breath, nausea/vomiting and back or jaw pain.

Stroke Warning Signs

- Sudden numbness or weakness of the face, arm or leg, especially on one side of the body
- Sudden trouble seeing in one or both eyes
- Sudden confusion, or trouble speaking or understanding
- Sudden trouble walking, dizziness or loss of balance or coordination
- Sudden, severe headache with no known cause

The acronym F.A.S.T. is an easy way to recognize and respond to the sudden warning signs of stroke. The letters stand for:

-  • **Face drooping** — Ask the person to smile. Does one side of the face droop or is it numb?
-  • **Arm weakness** — Ask the person to raise both arms. Is one arm weak or numb? Does one arm drift downward?
-  • **Speech difficulty** — Ask the person to repeat a simple sentence such as, "The sky is blue." Is the sentence repeated correctly? Are they unable to speak, or are they hard to understand?
-  • **Time to call 911** — If the person shows any of these symptoms, even if the symptoms go away, call 911 and get them to the hospital immediately.

The American Heart Association and National Heart, Lung, and Blood Institute are working together for women, for healthy hearts.

GoRedForWomen.org

4 WAYS TO GET AHEAD OF SEPSIS

**GET AHEAD
OF SEPSIS**

KNOW THE RISKS. SPOT THE SIGNS. ACT FAST.

Infections put you and your family at risk for a life-threatening condition called sepsis.

Sepsis is the body's extreme response to an infection. It is life-threatening, and without timely treatment, sepsis can rapidly lead to tissue damage, organ failure, and death. Sepsis happens when an infection you already have—in your skin, lungs, urinary tract or somewhere else—triggers a chain reaction throughout your body.

Anyone can get an infection, and almost any infection can lead to sepsis.

1 | PREVENT INFECTIONS

Talk to your doctor or nurse about **steps you can take to prevent infections.**



Take good care of chronic conditions



Get recommended vaccines

2 | PRACTICE GOOD HYGIENE

Remember to **wash your hands and keep cuts clean and covered until healed.**



Handwashing



Keep cuts clean and covered until healed.

3 | KNOW THE SYMPTOMS

Symptoms of sepsis can include any one or a combination of these:



Confusion or disorientation



Shortness of breath



High heart rate



Fever, or shivering, or feeling very cold



Extreme pain or discomfort



Clammy or sweaty skin

4 | ACT FAST

Get medical care **IMMEDIATELY** if you suspect sepsis or have **an infection that's not getting better or is getting worse.**

Sepsis is a medical emergency. Time matters.

To learn more about sepsis and how to prevent infections, visit **www.cdc.gov/sepsis**.





STAFF REPORT

Report To: Board of Health **Meeting Date:** March 5, 2026

Staff Contact: Jeanne Freeman, Health and Human Services Director

Agenda Title: For Possible Action: Discussion and possible action regarding a report from Jeanne Freeman, Director of the Carson City Department of Health and Human Services ("CCHHS"), concerning department activities between October 1, 2025, and December 31, 2025, and other ongoing activities. (Jeanne Freeman, jmfreeman@carson.org)

Agenda Action: Formal Action / Motion **Time Requested:** 20 Minutes

Proposed Motion

I move to accept the report as presented.

Board's Strategic Goal

Quality of Life

Previous Action

N/A

Background/Issues & Analysis

The CCHHS Director's report contains requests to the Board of Health and program highlights, Department and Division successes, connections to community services, disease surveillance, vaccine updates, agency improvements, and vector control.

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? No

Explanation of Fiscal Impact:

Alternatives

Do not accept the report and/or provide alternative direction.

Attachment(s):

[Directors_Report_Q4 Final.pdf](#)

Motion: _____

1) _____

2) _____

Aye/Nay

(Vote Recorded By)



DIRECTOR'S REPORT

CARSON CITY HEALTH & HUMAN SERVICES

MARCH
2026

Presented By:
Jeanne Freeman

Director, PhD, CHES

Prepared in collaboration with CCHHS staff

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CARSON CITY HEALTH & HUMAN SERVICES

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Announcements, Highlights, and Successes

Agency Retirements: Judy Barlow and Roni Galas

Judy Barlow has been a public health nurse in the Carson City Health and Human Services (CCHHS) Clinic Services Department for 15 years and a registered nurse for 35 years. She has seen many changes over the years and has been dedicated and hardworking. Judy has made an impact on everyone she has worked with or cared for during her time in the Clinic. She is an expert in her field. She had been assigned multiple extra duties, including staff training, medical record super user, lab coordinator, and pharmaceutical tracking. If there was a question about anything pertaining to the Clinic, Judy probably knew the answer. We are grateful for her kindness and expertise. She will truly be missed but leaves behind a legacy to be proud of and some hard shoes to fill. We wish Judy happiness, health, and new adventures in the next chapter!

Veronica (Roni) Galas retired after many years of dedicated service to CCHHS. She began her career with CCHHS as a clinic nurse and went on to serve for many years as the Clinic Manager before transitioning into her most recent role as a Public Health Educator for the Adolescent Health Education Program. In addition, Roni served as the agency's HIPAA Officer, providing trusted guidance and oversight. Throughout her career, Roni demonstrated a deep commitment not only to CCHHS but also to the broader community, generously giving her time to community service efforts outside of work. We thank Roni for her lasting contributions and wish her all the best in her well-earned retirement.

Bryan Sorenson Completes Pool Inspector Certification

Certified Pool and Spa Operator is a globally recognized certification. It's awarded after a two-day class, 20 hours of coursework, and an exam. CCHHS Environmental Health Branch uses the certification to oversee public bathing facilities, including pools, spas, and splash pads in Carson City and Douglas County. Bryan receiving this certification helps to ensure CCHHS has the capacity to oversee public bathing facilities are in compliance with pool chemistry, circulation rates, emergency signage, safety mechanisms, restroom requirements, and several additional health requirements associated with bodies of water.

Abigail MacLean Moves to Public Health Program Specialist

Abigail has been at CCHHS since October 2024 as an Administrative Assistant in Environmental Health. At the end of 2025, Abigail moved to a Public Health Program Specialist position in Public Health Preparedness. She is excited about educating and providing resources to the public so they are well prepared for emergencies. She is also looking forward to being involved in emergency exercises, learning from the team, which has a wealth of knowledge, and collaborating with partners to create a prepared, empowered community.

Welcoming New Staff: Tina Wallick

As staff are being promoted, the agency has welcomed new staff to fill these roles. In January, CCHHS welcomed a new Office Specialist, Tina Wallick. Tina will support the front desk and reception for the agency. She is a long-time resident of the Tahoe basin region and

is looking forward to learning about the needs of Carson City residents, so she can better assist in getting them connected with the resources they seek.

Quality Improvement Plan Accepted by Public Health Accreditation Board (PHAB)

In December, CCHHS submitted its Quality Improvement Plan to PHAB with its annual report. PHAB reported back to CCHHS that the plan satisfied all standards and measures of quality improvement. The plan, developed by a committee of CCHHS staff, outlines several goals and objectives for the agency related to maintaining a culture of continuous quality improvement. The plan's objectives relate to ensuring staff are aware of quality improvement and have the tools necessary to facilitate and document change initiatives.

Upcoming Job Fair

Mark your calendars for March 27, 2026. CCHHS will be hosting a Job Fair from 3:00 PM to 5:00 PM at the Carson City Community Center. This event is designed to connect individuals with exciting career opportunities that align with their skills and interests. There will be opportunities to speak directly with employers, apply to positions, and connect with additional employment resources needed to maintain or obtain a job.

A vertical poster for a job fair. At the top right is the Carson City Health & Human Services logo. Below it, the text "Carson City Health & Human Services" is centered. The words "JOB FAIR" are prominently displayed in the center, with "JOB" in white and "FAIR" in light blue. Below this, a line of text reads "Come to our job fair and find exciting career opportunities that align with your skills and interests." The date and time "MARCH 27, 2026 3:00 - 5:00 PM" are shown in light blue. At the bottom, the location "CARSON CITY COMMUNITY CENTER" and "851 E. Williams Street, Carson City, Nevada 89701" are listed in light blue. The background is dark blue with a subtle pattern of small white dots.

Carson City Health & Human Services

JOB FAIR

Come to our job fair and find exciting career opportunities that align with your skills and interests.

MARCH 27, 2026
3:00 - 5:00 PM

CARSON CITY COMMUNITY CENTER
851 E. Williams Street, Carson City, Nevada 89701



775-887-2190



gethealthycarsoncity.org

Connecting Community to Services

Point-in-Time (PIT) Count & Resource Fair

The Point-in-Time (PIT) Count is a nationwide, single-night census of individuals and families experiencing homelessness mandated by the U.S. Department of Housing and Urban Development (HUD). The count provides a snapshot of sheltered and unsheltered homelessness; it helps communities understand trends and needs, measure progress, and allocate resources. It is a crucial tool to help us understand the scope and trends of homelessness in our community and throughout Nevada.

Carson City is part of the Rural Nevada Continuum of Care (RNCoC), and in collaboration with the Southern and Northern Nevada Continuums of Care, the PIT count is a coordinated statewide effort conducted simultaneously throughout Nevada. This year's PIT count took place on Thursday, January 29, 2026.

The Point-in-Time Count is important for us to be able to collect accurate data to reflect not only the number of people experiencing homelessness in our community, but also important characteristics of our homeless population. Knowing whether someone is a senior or an unaccompanied youth; if we have a high percentage of Veterans or a particular group experiencing homelessness, it can help us determine what programs and services are most needed in our community.



Local results not only help communities understand trends and needs, but this information also influences policymakers when deciding how to allocate state and federal funding. An accurate count can lead to more funding for programs in our community, resulting in better outcomes for those we serve and our community as a whole!

To increase engagement, CCHHS hosts a resource fair on the same day as the PIT Count. The resource fair is important because the event helps connect vulnerable individuals to needed services and resources, but it also encourages our unhoused neighbors to engage in the PIT count to ensure we are gathering the most accurate data possible for our community. An inaccurate count can understate need and reduce the resources available to local communities, leaving us unprepared to address and meet these needs. Undercounting can result in reduced housing dollars, fewer supportive services, and a diminished ability to demonstrate need in funding competitions.



Community participation is essential in ensuring a complete and accurate count. This could not have happened without the support of the community members and partners participating in the PIT street count and resource fair! These champions include: Advocates to End Domestic Violence, Calvary Chapel, Carson City Health and Human Services Clinic, Carson City Host Lions Club, Carson City School District - McKinney-Vento, Carson City Sheriff's Office, Carson Animal Services Initiative (CASI), EMPOWERED, Feeding Pets of the Homeless, Friends In Service Helping (FISH), Karma Box, Nevada Department of Human Services, Nevada Urban Indians, Night Off the Streets (NOTS), Northern Nevada Dream Center,

Ron Wood Family Resource Center, Rural Center for Independent Living, Silver State Salon & Spa, Spirit of Hope, St. Vincent de Paul Society, St. Teresa of Avila Conference, The Bus Boy Mobile Cuisine, U.S. Department of Veterans Affairs Healthcare for Homeless Veterans Outreach Team, WIC- Women, Infants, and Children, and other community members and partners.

Women, Infants, & Children (WIC)

Like many other programs, the Women, Infants, and Children (WIC) program was significantly impacted by the government shutdown and was at immediate risk of clinic closures, staff layoffs, and suspension of benefits to program participants. During this time, frequent communications were received from the State WIC office providing updates on the current funding capacity and estimates of how long clinics could remain open to provide benefits, never extending longer than a week or two, and often identifying funding for benefits but not keeping the staff working to issue them.

Through this time of uncertainty, CCHHS WIC staff worked diligently to not only continue to serve participants already scheduled but to move up appointments for as many participants as possible before the clinic was scheduled to close its doors. The WIC staff took on increased workloads while dealing with growing stress and concern.

At the time of the government shutdown, 550 individuals (129 women, 123 infants, and 298 children) were enrolled in the WIC program through Carson City Health and Human Services. Had the CCHHS WIC Clinics faced closure, those 550 individuals would not only have been without their food benefits, causing increased food insecurities and financial strain, they would have also lost access to essential services, including nutrition education and breastfeeding support provided by staff.

With the opening of the federal government, and continued funding, WIC staff continue to serve Carson City participants. Recently the national WIC program made changes to the food package to better meet the needs of participants. These changes provide a wider variety

of foods to participants that align with the latest nutritional science and allow WIC staff to tailor food packages to accommodate participants' special dietary needs, address key nutritional needs to support healthy dietary patterns, and accommodate personal and cultural food preferences. With higher monthly amounts for fruits and veggies, more options for grains and milk substitutes, and canned fish available to more participants, the WIC team continues to meet participant needs and improve the health of our community!

Carson City Disease Surveillance

2025 Outbreaks

For the calendar year of 2025, CCHHS's Epidemiology branch monitored 20 outbreaks in Carson City. Most of the outbreaks (19) were respiratory related (COVID; Influenza; RSV; Hand, Foot, Mouth; and Pertussis) and one (1) was gastrointestinal (GI) related. All the outbreaks monitored were within congregate settings such as day cares, schools and licensed health care facilities. Eleven (11) of the respiratory outbreaks were caused by Hand, Foot, and Mouth (HFM). These HFM outbreaks occurred during late spring and impacted both schools and day cares.

2026 Respiratory Season (Influenza, COVID, Respiratory Syncytial Virus (RSV))

Respiratory surveillance season started on Morbidity and Mortality Weekly Report (MMWR) week 40 (September 28, 2025) and continues through MMWR week 20 (May 16, 2026). At the beginning of the season Carson City experienced typical early season trends, comparable to previous respiratory seasons. However, in late December, Carson City experienced a sharp increase in both inpatient (hospitalizations) and outpatient visits (non-hospitalizations) for respiratory conditions. This increase was three (3) times higher than previous years at the same time. This is most likely due to the Influenza A subtype K that is currently circulating. This increase has been seen regionally and at a national level.

Vaccine Updates

Childhood and Adolescent Immunization Schedule Changes

The Centers for Disease Control and Prevention (CDC) recently made recommendations to modify the childhood immunization schedule. Carson City Health and Human Services is engaged in discussions with other local public health agencies across the State and the Nevada Division of Public and Behavioral Health to assess potential impacts on clinic operations, ensure continued access to vaccines for residents, and provide resources for local schools and childcare facilities to maintain compliance with Nevada immunization requirements.

Vaccine Preventable Diseases (VPD)

Measles

Measles in the Americas is a concern due to high levels of reported cases. At the end of 2025, our public health partners to the north reported a measles case. According to the CDC, for the full year of 2025, a total of 2,242 confirmed measles cases were reported in the United States. Among these, 2,217 measles cases were reported by 45 jurisdictions: Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maryland, Michigan, Minnesota, Missouri, Montana, Nebraska, Nevada, New Jersey, New Mexico, New York City, New York State, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, Wisconsin, and Wyoming. A total of 25 measles cases were reported among international visitors to the United States.

There have been 49 measles outbreaks reported across the Nation in 2025, and 89% of confirmed cases (1,994 of 2,242) are outbreak-associated. For comparison, 16 outbreaks were reported during 2024, and 69% of cases (198 of 285) were outbreak-associated. CCHHS's Epidemiology branch continues to monitor measles cases and outbreaks in surrounding communities and has prepared Epidemiology branch staff via internal trainings and regular updates on the ongoing measles situation.

Pertussis

According to the CDC, reports of pertussis cases were lower than usual during and immediately following the COVID-19 pandemic. However, the United States has returned to pre-pandemic patterns where more than 10,000 cases are typically reported each year. It is likely that mitigation measures used during the pandemic (e.g., masking, remote learning, staying home when ill) lowered transmission of pertussis.

In Carson City and the surrounding jurisdictions, there has been an increase in reported pertussis cases in 2025 compared to previous years. From 2012 to 2025, Carson City had an average of 1.2 reported cases per year. Since 2024, Carson City has seen a fivefold increase (see Figure 1). This is due to some household clusters and cases linked to a local health care facility. Carson City has not reported this many cases since the childcare facility outbreak in 2017. Both 2017 and 2025 are reporting years that had increased reported cases due to the association with congregate setting outbreaks.



Figure 1. Pertussis cases in Carson City from 2012-2025

Agency Changes & Improvements

Environmental Health

This last year was a successful one for the Environmental Health branch. While several staff changes occurred, this was driven by opportunities for professional development and focusing on improving staff's skill sets. In May of 2025, CCHHS welcomed Kandis Harvey back, but in a new role as the Branch Manager. Having a dedicated, familiar individual in this role has enabled the Branch to build a strong foundation and provide a structured path forward. In December 2025, Kandis graduated from the National Association of Counties (NACo) Professional Development Academy with a Master Certificate in Leadership. This has provided Kandis with the groundwork to build a sustainable, efficient, and forward-thinking team.

Another success in 2025 for this Branch was the accomplishment of three of the five Environmental Health Specialists passing their National Registered Environmental Health Specialist/Registered Sanitarian (REHS/RS) Exam. Professionals who hold this credential demonstrate competency in an impressive range of environmental health topics, including vector control, septic systems, water quality, hazardous materials, air quality, built environment, performing and communicating inspections of a variety of permitted facilities, responding to routine or emergency environmental situations, and providing education to their communities. This is the first time in over two years that the Environmental Health branch has multiple REHS/RS on the team.

Vector Control

Mosquito Abatement

The Environmental Health branch led mosquito abatement efforts from May through August 2025 to support the community in minimizing mosquito nuisances and the potential of mosquito-borne illness. During this time, three aerial helicopter larvicide treatments, one adulticide fogging or misting treatment, and multiple hand treatments were completed. Multiple factors influence the pesticide treatment performed, including the timeframe within the season, water body classification, temperature, precipitation, type of pesticide, budget, and staffing availability.

Although a similar number of complaints were fielded and responded to in 2025 as there were in 2024, according to a Carson City resident, CCHHS was able to effectively mitigate mosquito growth in one of the most challenging mosquito habitats in Carson City – Buzzy's Ranch/Mexican Ditch Area. The positive feedback described 2025 as one of the best summers living there for 25 years, and the Carson City resident attributed it to the number of mosquito treatments performed in the area.

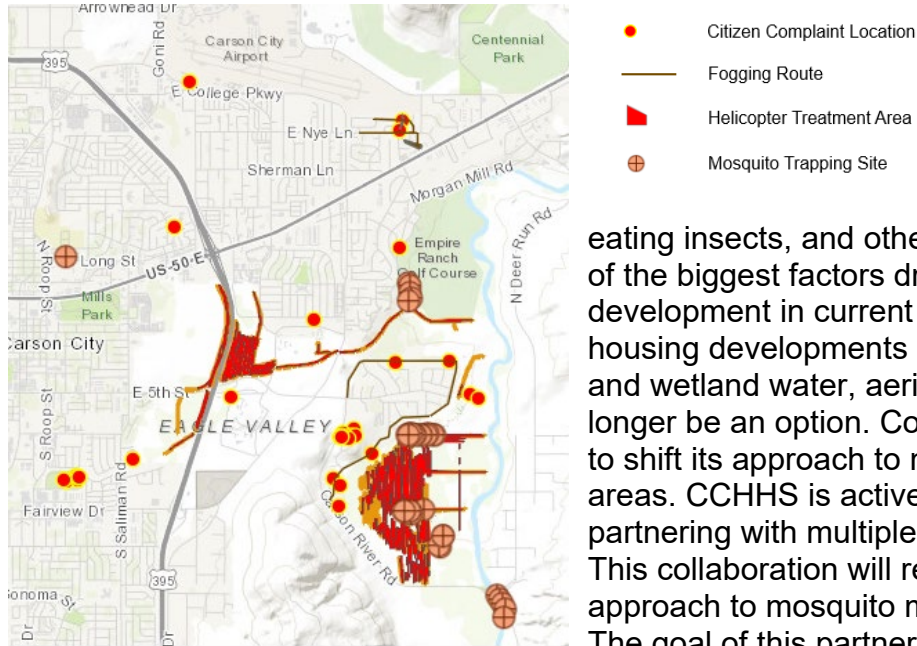


Figure 2. Map of Carson City mosquito treatment and trapping sites

Over the last 30 years, the mosquito populations in Carson City have ebbed and flowed due to changing environmental conditions, water sources, mosquito-eating insects, and other environmental factors. One of the biggest factors driving mosquito habitat is development in current treatment areas. With new housing developments and the diversion of surface and wetland water, aerial treatments will soon no longer be an option. Consequently, CCHHS will need to shift its approach to mosquito abatement in these areas. CCHHS is actively changing its approach by partnering with multiple Carson City Departments. This collaboration will result in a more systematic approach to mosquito mitigation across Carson City. The goal of this partnership is to strategize the most effective and efficient ways to perform mosquito abatement treatments to best serve the community.

Credible Mind

Mental Wellbeing Partnership

CCHHS has partnered with Credible Mind to provide digital resources to address behavioral health and mental well-being with our staff. These digital resources are evidence-based and cover a wide range of topics that can be personalized based on staff's needs. By streamlining resources with a digital front door, we are empowering staff to take action with their mental well-being prior to a crisis and to utilize resources available to them. Credible Mind is a tool to use before the Employee Assistance Program (EAP). The CCHHS Credible Mind platform launched in February, and the first topics being addressed include conflict and communication, sleep quality, gratitude, and stress.

If you have any questions about this report, please reach out to us at:

- Email: CCHHSinfo@carsoncity.gov
- Phone: 775-887-2190
- In-Person: 900 E. Long Street, along JAC bus Routes 1 and 2A at Long and Roop at Health and Human Services

March 5, 2026:
Director's Report



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ANNOUNCEMENTS, HIGHLIGHTS, SUCCESSES



- Retirements
- Certifications
 - Environmental Health – Bryan Sorenson
- New Roles
 - Public Health Preparedness – Abigail MacLean
- New Staff
- Public Health Accreditation – QI Project



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ANNOUNCEMENTS, HIGHLIGHTS, SUCCESSES



Carson City Health & Human Services

JOB FAIR

Come to our job fair and find exciting career opportunities that align with your skills and interests.

MARCH 27, 2026
3:00 - 5:00 PM

CARSON CITY COMMUNITY CENTER
851 E. Williams Street, Carson City, Nevada 89701

775-887-2190 | gethealthycarsoncity.org

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Connecting Community to Services



- Point-in-Time (PIT) Count & Resource Fair
 - Collaboration
 - Thank you!!!
- Women, Infants, & Children (WIC)
 - Federal Funding
 - Impact



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Disease Surveillance & Vaccine Updates



- 2025 Carson City Outbreaks
- 2026 Respiratory Season
- Vaccine Preventable Diseases
 - Measles
 - Pertussis



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Agency Changes & Improvements



- National Registered Environmental Health Specialist/Registered Sanitarian (REHS/RS) Examination
- Mosquito abatement
 - Efforts
 - Impacts
- Credible Mind



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QUESTIONS?



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MOTION

I MOVE TO ACCEPT THE REPORT AS PRESENTED.



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