

NOTICE OF PUBLIC MEETING OF THE ESMERALDA COUNTY BOARD OF COMMISSIONERS and BOARD OF HIGHWAY COMMISSION

February 20th, 2024
Esmeralda County Courthouse
10:00 a.m.
Commission Chambers
403 E. Crook Ave., 2nd Floor
Goldfield, Nevada

1. **CALL TO ORDER AND ROLL CALL.**
2. **PUBLIC COMMENT.** (Discussion only. Action may not be taken on any matter brought up under this agenda item. It must be placed on an agenda, at a later meeting for action.)
3. ***APPROVAL OF EXPENDITURES.**
4. ***DISCUSSION/DECISION/APPROVAL:** Rejected Vendor Bills from Auditor's Office.
5. ***FINANCIAL REPORTS**

A. Assessor	\$839,127.86	February 2 nd , 2024
B. Clerk	\$1,293.97	January 31 st , 2024
C. Justice Court	\$27,205.24	February 5 th , 2024
D. Recorder	\$10,253.80	February 13 th , 2024
E. Sheriff	\$142.00	February 7 th , 2024
F. Taxes	\$43,881.20	January 31 st , 2024
G. Goldfield Utilities	\$12,593.21	January 31 st , 2024
H. Silver Peak Utilities	\$10,180.63	January 31 st , 2024
I. Total	944,677.91	
6. ***TREASURER'S REPORT**
7. ***AUDITOR'S REPORT**
8. ***APPROVAL OF MINUTES – None**
9. **Update of Current and Future Meetings and Activities of Commissioner's Keyes, Holt, and Winsor.** (This is only an update. No decisions will be made.)
10. **Update of current and Future meetings and activities of Elected Officials and Department Supervisors as needed.** (This is only an update. No decisions will be made.)

Esmeralda County is an equal opportunity employer and Provider

11. ***FOR POSSIBLE ACTION/DISCUSSION/DECISION:** Update on Gold Point.
12. ***FOR POSSIBLE ACTION: DISCUSSION/DECISION: Timed Item: 10:30 A.M.** – Approve the Sheriff's Office to purchase and install equipment for the two new Chevrolet Silverado Trucks. (Sheriff Dondero)
13. ***FOR POSSIBLE ACTION: DISCUSSION/DECISION: Timed Item: 10:45 A.M.** – Approve the Sheriff's Office to trade/sell the K9 patrol vehicle. This is not cost efficient to turn this vehicle back to a patrol vehicle. (Sheriff Dondero)
14. ***FOR POSSIBLE ACTION: DISCUSSION/DECISION:** County Commissioners previously approved purchase of Fire Engine for Goldfield at cost of \$25,000.00 from Global remarketing, give direction to Auditor/Recorder and Clerk/Treasurer to issue funds. The funds have been secured from EPWG 2022 grant and approval has been given by State DEM CFO. (State DEM Representative can be available if needed). (Paul Melendrez)
15. ***FOR POSSIBLE ACTION: DISCUSSION/DECISION:** Review and Sign contract with Sharp Ambulance Billing for Ambulance Billing in Esmeralda County. (Paul Melendrez)
16. ***FOR POSSIBLE ACTION: DISCUSSION/DECISION:** Adopt updated ambulance billing fee schedule. (Danielle Johnson & Paul Melendrez)
17. ***FOR POSSIBLE ACTION: DISCUSSION/DECISION:** Approve Interlocal Agreement between Goldfield Ambulance and Nevada Department of Transportation for the Shared Use Radio System. (Danielle Johnson)
18. ***FOR POSSIBLE ACTION: DISCUSSION/DECISION:** Relocation of the Justice, either swap offices with Commissioners Admin or relocate to another location. (Judge Danielle Johnson)
19. ***FOR POSSIBLE ACTION: DISCUSSION/DECISION:** Security issues within the court, discuss possible options to secure the courts and all other related issues. (Judge Danielle Johnson)
20. ***FOR POSSIBLE ACTION: DISCUSSION/DECISION:** To move forward with needed repairs to grader unit 214 in the event costs exceed the current \$10,000 limit. Utilizing the capital projects, capital outlay fund and if needed services and supplies fund. (Carl Shrider)
21. ***FOR POSSIBLE ACTION: DISCUSSION/DECISION:** In 1972, Esmeralda County legalized brothels. Since 2006, no active brothels have been in Esmeralda. The former Cotton Tail owners won't entertain a conversation. Ordinance 124 says that brothels must be 5 miles outside any dwelling. My organization wants to present to the board a proposal to amend the very old ordinance to allow brothels to function closer to towns. Partly why the Cotton Tail failed was it was it wasn't near a heavily traveled roadway. If closer to Goldfield or by the county line by Tonopah, a brothel could bring in more tourism. (Intimate Dealings, LLC)

22. ***FOR POSSIBLE ACTION: DISCUSSION/DECISION:** Please report on the status of the structural engineers report for the community center. (Jeffrey Hicks)
23. ***FOR POSSIBLE ACTION: DISCUSSION/DECISION:** Discuss and decide the ad valorem tax rate, or proposed increases for the upcoming fiscal year 24-25. (LaCinda Elgan & Vera Boyer)
24. ***FOR POSSIBLE ACTION: DISCUSSION/DECISION:** Approval of bid items, technical specifications and contract documents for the Emergency Address System with possible approval to advertise to bid this project. (Commissioner Holt)
25. ***FOR POSSIBLE ACTION: DISCUSSION/DECISION:** On adopting a resolution for the new emergency services fund. (Vera Boyer)
26. ***FOR POSSIBLE ACTION: DISCUSSION/DECISION:** To decide and set the dates for the upcoming budget workshops. (Vera Boyer)
27. ***FOR POSSIBLE ACTION: DISCUSSION/DECISION:** Update on changing the Human Resources services agreement with LP Insurance. (Vera Boyer)
28. ***FOR POSSIBLE ACTION: DISCUSSION/DECISION:** Update on the status of updating the fuel card readers/system for the county fuel pumps. (Vera Boyer)
29. ***PUBLIC COMMENT.** (Discussion only. Action may not be taken on any matter brought up under this agenda item. It must be placed on an agenda, at a later meeting for action.)
30. **CORRESPONDENCE:**
31. ***FOR POSSIBLE ACTION** – Closure of meeting, pursuant to NRS 288.220 for purposes of conducting labor negotiations, conferring regarding labor negotiations, issues and other personnel matters.
32. ***FOR POSSIBLE ACTION** – Discussion, deliberation, and possible decision on labor negotiations, issues, and other personnel matters.
33. ***FOR POSSIBLE ACTION** – Recess meeting, pursuant to NRS 241.015(2)(b)(2) for purposes of conferring with legal counsel regarding potential or current litigation.
34. ***FOR POSSIBLE ACTION** – Discussion, deliberation and possible decision on conference with legal counsel regarding potential or current litigation presented in recessed meeting.
35. *** PUBLIC COMMENT.** (Discussion only. Action may not be taken on any matter brought up under this agenda item. It must be placed on an agenda, at a later meeting for action.)
36. ***ADJOURNMENT:**

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NOTE: For those who cannot attend the meeting in person, the following GoToMeeting is available:

Esmeralda County BOCC/BOHC Meeting

Tue, February 20th, 2024 10:00 AM - 5:00 PM (PDT)

Please join my meeting from your computer, tablet or smartphone.

<https://meet.goto.com/486310621>

You can also dial in using your phone.

United States: [+1\(571\) 317-3122](tel:+15713173122)

Access Code: 486-310-621

Get the app now and be ready when your first meeting starts: <https://meet.goto.com/install>

NOTE: The asterisk “*” denotes action agenda items.

NOTE: In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA’s Target Center at (202)720-2600 (voice and TTY) or contact USDA through the Federal Relay Services at (800)877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at http://www.ascr.usda.gov/complaint_filing_cust.html and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

- (1) Mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410
- (2) Fax: (202) 690-7442; or
- (3) Email: program.intake@usda.gov.

Minutes for this meeting will be produced in a summary format. Please provide electronic or written copies of testimony or presentations if you wish to include them as exhibits.

The regular meeting of the Esmeralda County Board of Commissioners will be held on Tuesday, February 20th, 2024, beginning at 10:00 a.m.

In accordance with NRS 241.020 this agenda was posted at the following locations: Commission Chambers, Esmeralda County Courthouse foyer and Goldfield Post Office. In addition, notices were mailed for posting to the following locations: In Goldfield: Goldfield Library. In Silver Peak: Silver Post Office and Silver Peak Library. In Fish Lake Valley: Dyer Post Office, Boonies and Esmeralda Market.

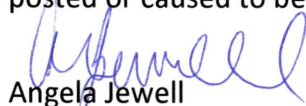
Agenda items may be taken out of order.

Reasonable effort will be made to assist and accommodate physically handicapped persons attending the meeting. Please contact Maureen Glennen at 775-485-3406, at least 48 hours prior to the meeting so that arrangements may be made.

Requests to receive the agenda must be made in writing to the Esmeralda County Clerk/Treasurer, PO Box 547, Goldfield, Nevada 89013. A form is available upon request.

If you have any questions regarding this agenda or future agendas, please do not hesitate to contact the Esmeralda County Clerk/Treasurer at 775-485-6309.

I, Angela Jewell, Esmeralda County Deputy Clerk, hereby certify that in accordance with NRS 241.020 I posted or caused to be posted, this agenda to the above locations on February 14th, 2024.



Angela Jewell
Esmeralda County Deputy Clerk

OFFICE

MONTH OF:

AMOUNT

DATE SUBMITTED

Jan-24

ASSESSOR'S OFFICE

839,127.86

February 2nd, 2024

CLERK'S OFFICE

1,293.97

January 31st, 2024

JUSTICE COURT

27,205.24

February 5th, 2024

RECORDER

10,253.80

February 13th, 2024

SHERIFF'S OFFICE

142.00

February 7th, 2024

TREASURER/TAX COLLECTOR

43,881.20

January 31st, 2024

GOLDFIELD UTILITIES

12,593.21

January 31st, 2024

SILVER PEAK UTILITIES

10,180.63

January 31st, 2024

944,677.91



AGENDA REQUEST FORM

FOR ESMERALDA COUNTY BOARD OF COMMISSIONERS MEETING

Meeting Name: Commissioners Meeting

Date Submitted: _____ Meeting date requested _____
(see schedule to confirm)

Will be presented by: All Departments (please print clearly)

CONTACT PHONE NUMBER _____ EMAIL _____

WILL AN ACTION BE NEEDED ON THIS ITEM? ☐ YES ☒ NO (YOU MUST CHECK ONE)

DISCUSSION/DECISION: (This must be a clear and complete statement and not vague. Please include what kind of action you are requesting, for example: approve and sign documents, approve report, give direction to entity or person, etc., or if this is just a discussion, please indicate clearly)

Update On Gold Point

RELATED DEPARTMENTS NOTIFIED ☐ YES ☒ NO

If YES, whom, District Attorney (review contract) and Vera Boyer (regarding budget). Please have Department Sign they received notification. Please note, if department notification is needed and is not signed request will not be accepted,

Department _____ Signature _____

Department _____ Signature _____

Department _____ Signature _____

Department _____ Signature _____



If NO, please explain

WAS BACK-UP PROVIDED TO THE RELATED DEPARTMENTS ☐ YES ☒ NO

WILL THIS DOCUMENT NEED SIGNATURES ☐ YES ☒ NO (If YES, please make sure that it is clearly marked for signatures and provide three (3) copies.)

IS THIS A BUSINESS IMPACT STATEMENT ☐ YES ☒ NO (If YES, Please contact District Attorney for guidance)

PLEASE NOTE: Any agenda request that does not provide the Board with adequate information prior to or during the scheduled meeting may have the agenda request tabled or dismissed.

Angela Jewell

Person submitting agenda request

Received by

date



AGENDA REQUEST FORM

FOR ESMERALDA COUNTY BOARD OF COMMISSIONERS MEETING

Meeting Name: Esmeralda County Board of County Commissioners

Date Submitted: 02/05/2024 Meeting date requested 02/20/2024
(see schedule to confirm)

Will be presented by: Sheriff Dondero (please print clearly)

CONTACT PHONE NUMBER 775-485-6370 EMAIL ndondero@esmeraldacountynv.org

WILL AN ACTION BE NEEDED ON THIS ITEM? ☒ YES ☐ NO (YOU MUST CHECK ONE)

DISCUSSION/DECISION: (This must be a clear and complete statement and not vague. Please include what kind of action you are requesting, for example: approve and sign documents, approve report, give direction to entity or person, etc., or if this is just a discussion, please indicate clearly)

Approve the Sheriff's office to purchase and install equipment for the two new Chevrolet Silverado Trucks.

Timed item around 10:30 AM.

RELATED DEPARTMENTS NOTIFIED ☐ YES ☒ NO

If YES, whom, District Attorney (review contract) and Vera Boyer (regarding budget). Please have Department Sign they received notification. Please note, if department notification is needed and is not signed request will not be accepted,

Department _____ Signature _____

Department _____ Signature _____

Department _____ Signature _____

Department _____ Signature _____

I hereby certify that the information provided is true and correct.



If NO, please explain

WAS BACK-UP PROVIDED TO THE RELATED DEPARTMENTS ☐ YES ☒ NO

WILL THIS DOCUMENT NEED SIGNATURES ☐ YES ☒ NO (If YES, please make sure that it is clearly marked for signatures and provide three (3) copies.)

IS THIS A BUSINESS IMPACT STATEMENT ☐ YES ☒ NO (If YES, Please contact District Attorney for guidance)

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Sheriff Dondero

Person submitting agenda request

Lou Kelley 2-5-2024
Received by date

RECEIVED *HL*
FEB 05 2024
ESMERALDA COUNTY CLERK

RE: quotes

Dan Pena <danp@sierraelectronics.com>
To ksullivan **Copy** NICHOLAS DONDERO

9:15 AM 

Reply Reply all Forward Delete 

 1 attachment  View Download Save to Drive

Good Morning Krista,

I'm sorry to say, I'm not a distributor for Tomar products so I wouldn't be able to quote. Even if I could, I couldn't compete with a distributor.

Sorry,

Dan Peña

Office – 775-359-1121

Cell -775-846-6904

Toll Free – 800-874-7515

danp@sierraelectronics.com

Sierra Electronics

690 East Glendale Ste.9B

Sparks, NV 89431



From: ksullivan <ksullivan@esmeraldacountynev.org>
Sent: Monday, January 29, 2024 6:35 PM
To: Dan Pena <danp@sierraelectronics.com>
Cc: NICHOLAS DONDERO <ndondero@esmeraldacountynev.org>
Subject: quotes

Good evening, I have to get new quotes for the equipment. I have attached a list of equipment that we would like to have installed. This is the equipment that we have had installed in the last 3 vehicles that we have acquired, and we are trying to standardize all of our vehicles moving forward. If you have any questions, please feel free to call. My work cell phone number is 775-566-9150, thanks, Krista.

Sergeant Krista McKray-Sullivan
Esmeralda County Sheriff's Office
P.O. Box 520
Goldfield, NV 89013
(775)485-6370

GOJOTTO 425-6445 CHEVY 2021+ wide body console (1)

GOJOTTO 425-3704 ABS Dual Cup Holder Faceplate Mount (1)

GOJOTTO 425-6164 USB x 2 & 12V Power Outlets (1)

GOJOTTO 425-0023 Adjustable Armrest (1)

GOJOTTO 475-2001 GUN RACK AR/870 (1)

GOJOTTO 425-6659 FLOOR PLATE (1)

GOJOTTO 475-2007/475-1679 CENTER PARTITION AND LOWER HSEP (1)

DIAMONDBACK BED COVER W/FRONT CROSSBIN (1)

TOMAR TRX LIGHT BAR FOR PUSH BUMPER W/WARNING RED-WHITE/BLUE-WHITE/OFFROAD DRIVING WHITE/AMBER (1)

GO RHINO 5177 PUSH ALUMINUM PUSH BUMPER (1)

911 CIRCUITS POWER DIST. WITH BLACKPOINT HARNESS /TIMER/FUSE PANEL (1)

TOMAR FRONT SPIDER INTERIOR LIGHTBAR RED/BLUE/TAKEDOWNS (1)

TOMAR DUAL COLOR EXTERIOR SPIDER REAR WARNING LIGHTS W/ARROW STICK (1)

TOMAR TRX LIGHT BAR FOR PUSH BUMPER W/WARNING RED-WHITE/BLUE-WHITE/OFFROAD DRIVING WHITE/AMBER (1)

TOMAR STH WHITE/RED/BLUE FOR PUSH BUMPER INTERSECTION LIGHTING/BLACK HOUSING (8)

TOMAR 948 SIREN AND LIGHTING CONTROL (1)

TOMAR SPK 300 BLACK SIREN SPEAKER (2)

ANTENNA VHF/UHF/ AND MOUNTS (2)

QUOTE

BlackPoint L.L.C.

1407 Arlen Ln

Gardnerville Nv 89410

760-258-5389

BlackPointcorp@yahoo.com



DATE: 1/23/2024

TO: Esmeralda County Sheriff
PO Box 520
Goldfield, NV 89013

JOB: 23 SILVERADO HALF CAGE FULL UPFIT
QUOTE GOOD FOR 30 DAYS

P.O.#

DESCRIPTION	QTY	UNIT PRICE	LINE TOTAL
GOJOTTO 425-6445 CHEVY 2021+ wide body console	1	\$650.00	\$650.00
GOJOTTO 425-3704 ABS Dual Cup Holder Faceplate Mount	1	\$45.62	\$45.62
GOJOTTO 425-6164 USB x 2 & 12V Power Outlets	1	\$83.86	\$83.86
GOJOTTO 425-0023 Adjustable Armrest	1	\$73.53	\$73.53
GOJOTTO 475-2001 GUN RACK AR/870	1	\$339.01	\$339.01
GOJOTTO 425-6659 FLOOR PLATE	1	\$167.58	\$167.58
GOJOTTO 475-2007/475-1679 CENTER PARTITION AND LOWER HSEP	1	\$1,014.06	\$1,014.06
DIAMONDBACK BED COVER W/FRONT CROSSBIN	1	\$2,800.00	\$2,800.00
TOMAR TRX LIGHT BAR FOR PUSH BUMPER W/WARNING RED-WHITE/BLUE-WHITE/OFFROAD DRIVING WHITE/AMBER	1	\$830.50	\$830.50
GO RHINO 5177 PUSH ALUMINUM PUSH BUMPER	1	\$550.00	\$550.00
911 CIRCUITS POWER DIST. WITH BLACKPOINT HARNESS /TIMER/FUSE PANEL	1	\$750.00	\$750.00
TOMAR FRONT SPIDER INTERIOR LIGHTBAR RED/BLUE/TAKEDOWNS	1	\$938.56	\$938.56
TOMAR DUAL COLOR EXTERIOR SPIDER FOR TAHOE REAR WARNING W/ARROW STICK	1	\$1,116.45	\$1,116.45
TOMAR TRX LIGHT BAR FOR PUSH BUMPER W/WARNING RED-WHITE/BLUE-WHITE/OFFROAD DRIVING WHITE/AMBER	1	\$830.50	\$830.50
TOMAR STH WHITE/RED/BLUE FOR PUSH BUMPER INTERSECTION LIGHTING/BLACK HOUSING	8	\$120.00	\$960.00
TOMAR 948 SIREN AND LIGHTING CONTROL	1	\$750.00	\$750.00
TOMAR SPK 300 BLACK SIREN SPEAKER	2	\$273.16	\$546.32
ANTENNA VHF/UHF/ AND MOUNTS	2	\$95.00	\$190.00
SHIPPING	1	\$771.22	\$771.22
LABOR TO INSTALL EQUIPMENT	30	\$85.00	\$2,550.00
		SUBTOTAL	\$15,957.21
		SALES TAX	
		TOTAL	\$15,957.21

THANK YOU FOR YOUR BUSINESS!



AGENDA REQUEST FORM

FOR ESMERALDA COUNTY BOARD OF COMMISSIONERS MEETING

Meeting Name: Esmeralda County Board of County Commissioners

Date Submitted: 02/05/2024 Meeting date requested 02/20/2024
(see schedule to confirm)

Will be presented by: Sheriff Dondero (please print clearly)

CONTACT PHONE NUMBER 775-485-6370 EMAIL ndondero@esmeraldacountynv.org

WILL AN ACTION BE NEEDED ON THIS ITEM? ☒ YES ☐ NO (YOU MUST CHECK ONE)

DISCUSSION/DECISION: (This must be a clear and complete statement and not vague. Please include what kind of action you are requesting, for example: approve and sign documents, approve report, give direction to entity or person, etc., or if this is just a discussion, please indicate clearly)

Approve the Sheriff's office to trade/sell the K9 patrol Vehicle. This is not cost efficient to turn this vehicle back to a patrol vehicle.

Timed item around 10:45 AM.

RELATED DEPARTMENTS NOTIFIED ☐ YES ☒ NO

If YES, whom, District Attorney (review contract) and Vera Boyer (regarding budget). Please have Department Sign they received notification. Please note, if department notification is needed and is not signed request will not be accepted,

Department _____ Signature _____

Department _____ Signature _____

Department _____ Signature _____

Department _____ Signature _____



If NO, please explain

WAS BACK-UP PROVIDED TO THE RELATED DEPARTMENTS ☐ YES ☒ NO

WILL THIS DOCUMENT NEED SIGNATURES ☐ YES ☒ NO (If YES, please make sure that it is clearly marked for signatures and provide three (3) copies.)

IS THIS A BUSINESS IMPACT STATEMENT ☐ YES ☒ NO (If YES, Please contact District Attorney for guidance)

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Sheriff Dondero

Person submitting agenda request

Lori A Kelley *2-5-2024*
Received by date

RECEIVED

FEB 05 2024

AK
ESMERALDA COUNTY CLERK



AGENDA REQUEST FORM

FOR ESMERALDA COUNTY BOARD OF COMMISSIONERS MEETING

Meeting Name:

Date Submitted: 02/13/2024 Meeting date requested 02/20/2024
(see schedule to confirm)

Will be presented by: Paul Melendrez (please print clearly)

CONTACT PHONE NUMBER 775-277-0477 EMAIL pmelendrez@esmeraldacountynv.org

WILL AN ACTION BE NEEDED ON THIS ITEM? ☒ YES ☐ NO (YOU MUST CHECK ONE)

DISCUSSION/DECISION: (This must be a clear and complete statement and not vague. Please include what kind of action you are requesting, for example: approve and sign documents, approve report, give direction to entity or person, etc., or if this is just a discussion, please indicate clearly)

Discussion, Decision, Direction: County Commissioners previously Approved purchase of Fire Engine for Goldfield at cost of \$25,00.00 from Global remarketing, Give direction to Auditor/Recorder and Clerk/Treasurer to issue Funds. The funds have been secured from EPWG 2022 Grant and approval has been given by State DEM CFO. (State DEM Representative can be available if needed)

RELATED DEPARTMENTS NOTIFIED ☒ YES ☐ NO

If YES, whom, District Attorney (review contract) and Vera Boyer (regarding budget). Please have Department Sign they received notification. Please note, if department notification is needed and is not signed request will not be accepted,

Department Emergency Management Signature P. Melendrez

Department _____ Signature _____

Department _____ Signature _____

Department _____ Signature _____



If NO, please explain Fire Engine Fact Sheet
EPWG 2022 grant application.

WAS BACK-UP PROVIDED TO THE RELATED DEPARTMENTS ☐ YES ☒ NO

WILL THIS DOCUMENT NEED SIGNATURES ☐ YES ☒ NO (If YES, please make sure that it is clearly marked for signatures and provide three (3) copies.)

IS THIS A BUSINESS IMPACT STATEMENT ☐ YES ☒ NO (If YES, Please contact District Attorney for guidance)

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P Melendrez

Person submitting agenda request

Received by

date

Product Description

Pumper Fire Truck 2001 Pierce Lance 1500 GPM Waterous Pump, 500 Gallon Tank, Detroit Diesel

- * 2001 Pierce Lance 2000 Crew Cab Fire Truck
- * Pierce Bed
- * 1500 GPM Pump
- * 500 Gallon Poly Water Tank
- * Husky 15 GPM Single Agent Foam System
- * Honda EM5000 5 KW On Board Generator
- * Right (2) 2 1/2" Discharge
- * Left 3" Auxiliary Input
- * Draft Capable
- * High Output Adjustable Height Work Lights
- * Air Brakes
- * Allison 5 Speed Push Button Automatic Transmission
- * 500 HP Detroit 60 Series Diesel Engine
- * Waterous Dependable Pump
- * Mechanical Siren, Air Horn & Electric
- * Onboard 10 Amp Automatic Battery Charger
- * Onboard Air
- * 50 Gallon Fuel Tank
- * Lighted Cabinets

SN: 4P1CT02551A001716

Odometer Reads: 158,305

EXTERIOR

Paint: Good

Body: Good

Bumpers: Good

Glass: Good

Tires: Michelin X Front: 385/66R22.5 Rear: 11R22.5

Wheels: Steel. Good condition

Lights and Sirens: Fully equipped with lights, sirens and horns

Brakes: Air. Good. Operation normal

INTERIOR

Seats: Good

Dash: Good. All gauges operate normally

Floor: Good

Heat: Good. Operation normal

DRIVE

Engine Type: 12.7L Detroit 60 Series 500 HP 6 Cylinder Turbo Diesel

Engine Condition: Good. Runs good. Good compression. Cylinder balance normal. No blowby, No smoke

Trans Type: 5 Speed Allison Automatic
Trans Condition: Good. Operation normal
Final Drives: Good. Smooth and quiet
Suspension: Spring
Power Steering: Good. Steers easily
Steering: Good. Tight
Top Speed:
Fluid Levels: Good

DIMENSIONS

GVW: LB
W: 99" x H: 10' 6" x L: 34'
Wheelbase: 230"
Cab to Axle: 122"
Weight: Estimated 24,000 LB
Other:



Powered by ZoomGrants™ and

Nevada Office of the Military, Division of Emergency Management

FFY2022 Emergency Preparedness Working Group (EPWG)

Deadline: 1/27/2023

Esmeralda County

Jump to: [Application Questions](#) [Budget](#) [Documents](#)

\$ 83,759.50 Requested

Project Contact

Paul Melendrez

pmelendrez@esmeraldacountynv.org

Tel: 775-277-0047

Additional Contacts

sdudley@frontier.com

Esmeralda County

P.O. Box 517

Goldfield, NV 89013

United States

Telephone 775-277-0047

Fax

Web

County Commissioner Chairman

Ralph Keyes

commissionerkeyes13@yahoo.com

Application Questions [top](#)

1. All procurement is required to be compliant with the DEM Grants Purchasing Policy. All procurement is to be free, open, and competitive. You must seek approval on any non competitive procurement such as a sole source procurement. Approval must be in writing in advance of the procurement. Confirm that you will comply.

Link to NRS 333: <https://www.leg.state.nv.us/NRS/NRS-333.html> The DEM Grants Purchasing Policy can be found in the Resource Documents section of this application.

☒ Yes

☐ No

2. For any Personnel a. Identify each position to be supported under the proposed request by title. b. Briefly specify the duties of professionals to be compensated under this request. c. State the amounts of time, such as hours or percentage of time, to be expended by each position under this

request. d. State the amount of compensation to be paid to each employee, student, or assistant under this request. e. State whether the proposed compensation is consistent with that paid other personnel engaged in similar work both within and outside your organization.

This position would be responsible for the planning and training needs, identification of training and equipment needs, seeking and administering grants for all emergency management needs. The position would be responsible for the development and implementation of all required plans including such as Comprehensive Emergency Management Plan, Emergency Operations Plan, transportation, evacuation and public notification. This position would further assist with the continuing hazard assessment (natural and technological) to plan for potential disasters. This position will be responsible to complete train the trainer programs, which will enable a reduction in time and costs for training the volunteers.

The position is a full time 40 hour per week position with a total salary and benefits package of \$60,000. Of the total compensation package grant funding is requested in the amount of \$45,000 with the remainder to be paid by the County. The compensation is generally lower than similar work outside of our organization but consistent with other salaried employees with our organization.

3. For any Fringe Benefits Indicate the basis for computation of rates, including the types of benefits to be provided

Fringe Benefits are estimated to be \$9,500 per year. These costs will be paid for by the County as a match to the grant funds awarded

4. For any Travel a. Identify total Foreign and Domestic Travel as separate items. b. Indicate the estimated number of trips, points of origin and destination, and purpose of travel. c. For each trip, itemize the estimate of transportation and/or subsistence costs. d. Specify the basis for computation of each type of travel expense (e.g. current airline ticket quotes, past trips of similar nature, federal government or organization travel policy, etc.)

Per Diem Travel expenses in the amount of \$3,000 is being requested. This amount would include \$500 for per diem and room rates for up to three EPWG or DEM related workshops, meetings, etc. In addition, an amount of \$1,500 is being requested for fuel for travel by the DEM Coordinator in the DEM Coordinator vehicle.

5. For any Equipment a. Indicate each item to be purchased and the estimated unit cost. b. Provide the basis for cost estimates. c. Briefly justify the need for items of equipment to be purchased.

Mobile Radios for Fire/EMS and Sheriff

Hand held Radios Fire/EMS and Sheriff

Radio site location upgrades (repeaters, battery back, software,....other related equipment)

6. For any Supplies a. Itemize supplies estimates by nature of expense b. Provide the basis for cost estimates or computations (e.g. vendor quotes, prior purchases of similar or like items, etc.).

Supplies are being requested in the amount of \$7,000. The basis for that estimated amount was based on prior purchases, reported and reimbursed from prior EPWG Grants and are as follows:

Propane \$3,200

Landline phone \$3,000

Power \$700

Pest Control \$100

The above expenses will be incurred for the Emergency Operation Center, located on the second floor of the Goldfield Firehouse/Ambulance Barn. Also the DEM Coordinator office is located in the same location.

7. For any Contracts a. Describe the products to be acquired, and/or the professional services to be

provided. b. Provide a brief justification for the use of the contractors selected. c. For professional services contracts, state the amounts of time to be devoted to the project, including costs to be negotiated to this proposed award. d. Are any sole source contracts contemplated? Provide sufficient detail for justification of the use of a single source for contracts in excess of \$25,000.

N/A

8. For Other budget items a. List items by major type. b. Provide the basis for cost estimates or computations. c. State whether contingency reserves are included in this category.

N/A

Budget [top](#)

EPWG Budget Section 1	<u>Personnel</u>	<u>Fringe</u>	<u>Travel</u>	<u>Equipment</u>	<u>Contracts</u>
Full Time DEM Coordinator	\$ 45,000.00				
3 trips to EPWG/DEM related meetings @ \$500 per trip			\$ 1,500.00		
DEM related fuel for travel			\$ 1,500.00		
Radios/Communication site improvements				\$ 28,759.50	
Total	\$ 45,000.00	\$ 0.00	\$ 3,000.00	\$ 28,759.50	\$ 0.00

EPWG Budget Section 2	<u>Supplies</u>	<u>Operating</u>	<u>Other</u>
Propane at the EOC and DEM Coordinator Ofc	\$ 3,200.00		
Landline Phone Service EOC DEM Office and DEM Cell	\$ 3,000.00		
NVE Power at EOC and DEM Coor Office	\$ 700.00		
Pest Control	\$ 100.00		
Total	\$ 7,000.00	\$ 0.00	\$ 0.00

Documents [top](#)

Documents Requested *	Required?	Attached Documents *
<u>Travel Policy</u>	<input checked="" type="checkbox"/>	<u>Travel Policy</u>
<u>Payroll Policy</u>	<input checked="" type="checkbox"/>	<u>Payroll Policy</u>
<u>Most Current A-133 Audit or if no A-133 was required, the last internal Audit performed on the organization</u>	<input checked="" type="checkbox"/>	<u>Esmeralda County Financial Audit</u>
<u>Procurement Policy</u>	<input checked="" type="checkbox"/>	<u>Procurement Policy</u>
<u>Grants Management Policy</u>	<input checked="" type="checkbox"/>	<u>Grant Management</u>

** ZoomGrants™ is not responsible for the content of uploaded documents.*

Application ID: 427257



Purchasing Policy for Grants Administered by Nevada Division of Emergency Management/Homeland Security

The following policy guide will take effect immediately and be in place until otherwise replaced. This policy guide encompasses all necessary regulations under NRS 333, 2 CFR 200, and the FEMA Policy Manual. All Agencies/Jurisdictions seeking a Grant Award will be held to the following policies for any consideration of reimbursement:

Purchase of Goods

(Materials, Supplies, Equipment and/or a One Time Commodity)

Purchases with a Dollar Threshold of \$0 - \$50,000:

Must obtain 3 informal quotes from separate vendors and follow the Criteria for Choosing a Vendor described in this document.

Purchases with a Dollar Threshold Greater Than \$10,000:

Must enter a formal contract for all contracts in excess of \$10,000. Must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

Purchases with a Dollar Threshold Greater Than \$50,000:

Must conduct a competitive solicitation/Request for Proposal (RFP) and enter a formal contract.

- Competitive Solicitation/RFP:
 - You must formally solicit no fewer than 3 vendors and demonstrate full and open competition when procuring goods. DEM Staff can and will assist with the process if needed.
 - The solicitation must include the project overview, goals and objectives, scope of work/deliverables, grant specific terms and conditions, and cost schedules.
 - Before solicitation is sent out you must send DEM staff a scoring sheet of how you will be scoring your vendor submissions.
 - Vendor responses must be submitted with supporting documentation for your grant reimbursement request.
 - Resulting contract must include the Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

Note: If you choose to join an already existing contract, you must be able to prove that the contract you are joining has conducted an adequate RFP process compliant with the above criteria. The contract you choose must also meet the specific terms and conditions set forth in the grant award agreement with DEM and include the Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

Purchase of Services or Ongoing Costs

Purchases with a Dollar Threshold of \$0 - \$100,000:

Must conduct a competitive solicitation/Request for Proposal (RFP) and enter a formal contract.

- Competitive Solicitation/RFP:

- You must formally solicit no fewer than 3 vendors and demonstrate full and open competition when contracting for services or ongoing costs. DEM Staff can and will assist with the process if needed.
- The solicitation must include the project overview, goals and objectives, scope of work/deliverables, grant specific terms and conditions, and cost schedules.
- Before solicitation is sent out you must send DEM staff a scoring sheet of how you will be scoring your vendor submissions.
- Vendor responses must be submitted with supporting documentation for your grant reimbursement request.
- Resulting contract must include the Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

Purchases with a Dollar Threshold Greater Than \$100,000:

Formal competitive solicitation/RFP must be led by the purchasing authority your Jurisdiction. DEM Staff will work with the Purchasing Authority to ensure RFPs are adequate. These RFPs must include:

- You must formally solicit no fewer than 3 vendors and demonstrate full and open competition when contracting for services or ongoing costs. DEM Staff can and will assist with the process if needed.
- The solicitation must include the project overview, goals and objectives, scope of work/deliverables, grant specific terms and conditions, and cost schedules.
- Before solicitation is sent out you must send DEM staff a scoring sheet of how you will be scoring your vendor submissions.
- Vendor responses must be submitted with supporting documentation for your grant reimbursement request.
- Resulting contract must include the Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

Note: If you choose to join an already existing contract, you must be able to prove that the contract you are joining has conducted an adequate RFP process compliant with the above criteria. The contract you choose must also meet the specific terms and conditions set forth in the grant award agreement with DEM and include the Contract Provisions for Non-Federal Entity Contracts Under Federal Awards .

Criteria for Choosing a Vendor Will Be as Follows:

- Accept the lowest quote or bid from the vendor who will furnish goods, commodities, or services in the State of Nevada.
- Accept the lowest quote or bid from the vendor who will furnish goods, commodities, or services outside the State of Nevada.

Sole Source Contracts

Sole Source Contracts must be pre-approved by DEM Staff. If you do not get prior authorization and choose to move forward with a Sole Source contract, your funding may be jeopardized, and that contract may not be reimbursable.

Submit Contracts to DEM for Review

Once a competitive solicitation or RFP has been completed and a vendor has been chosen, please send all documentation to DEM Staff via email (DHSGrants@dem.nv.gov) so it can be vetted and approved prior to the purchase of any goods or services. This will ensure there will be no issue in reimbursement.



AGENDA REQUEST FORM

FOR ESMERALDA COUNTY BOARD OF COMMISSIONERS MEETING

Meeting Name:

Date Submitted: 02/13/2024 Meeting date requested 02/20/2024
(see schedule to confirm)

Will be presented by: Paul Melendrez (please print clearly)

CONTACT PHONE NUMBER 775-277-0477 EMAIL pmelendrez@esmeraldacountynv.org

WILL AN ACTION BE NEEDED ON THIS ITEM? ☒ YES ☐ NO (YOU MUST CHECK ONE)

DISCUSSION/DECISION: (This must be a clear and complete statement and not vague. Please include what kind of action you are requesting, for example: approve and sign documents, approve report, give direction to entity or person, etc., or if this is just a discussion, please indicate clearly)

Discussion, Decision, Sign Contract: Review and Sign Contract with Sharp Ambulance Billing For Ambulance Billing in Esmeralda County.

RELATED DEPARTMENTS NOTIFIED ☒ YES ☐ NO

If YES, whom, District Attorney (review contract) and Vera Boyer (regarding budget). Please have Department Sign they received notification. Please note, if department notification is needed and is not signed request will not be accepted,

Department Emergency Management Signature P. Melendrez

Department Clerk/Treasurer Signature C. Elgan

Department DA Signature R. Glennen

Department _____ Signature _____



If NO, please explain Contract With Sharp ambulance billing

WAS BACK-UP PROVIDED TO THE RELATED DEPARTMENTS ☒ YES ☐ NO

WILL THIS DOCUMENT NEED SIGNATURES ☒ YES ☐ NO (If YES, please make sure that it is clearly marked for signatures and provide three (3) copies.)

IS THIS A BUSINESS IMPACT STATEMENT ☒ YES ☐ NO (If YES, Please contact District Attorney for guidance)

PLEASE NOTE: Any agenda request that does not provide the Board with adequate information prior to or during the scheduled meeting may have the agenda request tabled or dismissed.

P Melendrez

Person submitting agenda request

Received by

date

**AGREEMENT FOR PROFESSIONAL AMBULANCE BILLING SERVICES
BETWEEN Esmeralda County Ambulance Service AND OOSOSHARP, LLC dba SHARP
AMBULANCE BILLING**

This AGREEMENT FOR PROFESSIONAL AMBULANCE BILLING SERVICES (hereinafter "Agreement"), is made and entered into this 02/01/2024, by **Esmeralda County Ambulance Service 233 Crook Ave – PO Box 547 Goldfield, NV 89013** (hereinafter "Provider") and Oososharp, LLC, a California Limited Liability Company doing business as SHARP AMBULANCE BILLING (hereinafter referred to as "SHARP.").

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged and intending to be legally bound, Provider and SHARP agree as follows:

1. TERM: This Agreement shall commence on the date set forth above and shall continue in full force and in effect for an initial term of thirty-six (36) months ("Initial Term"). During the Initial Term: (i) Provider may terminate this Agreement, with or without cause, by giving SHARP sixty (60) days advance written notice; and (ii) SHARP may terminate this Agreement only for cause by giving Provider sixty (60) days advance written notice. For purposes of termination of this Agreement "for cause" during the Initial Term, "for cause" shall mean Provider's intentional breach of a material provision of this Agreement. After expiration of the Initial Term, either party to this Agreement may terminate this Agreement, with or without cause, by giving the other party thirty (30) days advance written notice.

2. SCOPE OF SERVICES: SHARP will perform the Services as set forth in Appendix "A" of this Agreement. SHARP may rely upon the documents provided to SHARP by Provider's employees when making claims to governmental agencies and other third party payers under Appendix "A" of this Agreement. All Services provided pursuant to this Agreement shall be subject to the terms and conditions of Provider's HIPAA Agreement which SHARP agrees to execute concurrent with this Agreement. To this extent, if there is any conflict between the provisions of this Agreement and the provisions of the HIPAA Agreement, the HIPAA Agreement will control.

3. COMPENSATION AND PAYMENT: SHARP will provide the Services, as stated, for the fee as outlined in Appendix "A." SHARP shall invoice Provider on the first (1st) day of the month for the payments received by the Provider for the previous month. Payment to SHARP is due by the fifteenth (15th) day of the month and invoices not paid by the end of the

month shall bear a service fee of one and one half percent (1.5%) per month until paid. Provider's failure to make payment of any invoice within forty-five (45) days shall be considered a material breach of this Agreement and SHARP's obligations to perform services under this Agreement shall be terminated.

4. AGENCY RELATIONSHIP: SHARP is an independent contractor billing service. SHARP and Provider agree that the intermediaries for Medicare and Medicaid and other payers may accept claims prepared and submitted by SHARP on behalf of Provider only so long as this Agreement remains in effect.

5. COMPLYING WITH THE LAW: SHARP shall comply with all applicable state, federal and local laws, rules and regulations in effect during the term of this Agreement.

6. INSURANCE: SHARP will maintain in force throughout the term of this Agreement the following insurance:

A.	General Liability Insurance	\$2,000,000.00 aggregate
B.	Worker's Compensation Insurance	\$1,000,000.00
C.	Cyber Liability Insurance	\$1,000,000.00
D.	Errors and Omission Insurance	\$1,000,000.00

The insurance provided by these policies shall not be suspended, voided, canceled, modified or reduced in coverage or in limits except after thirty (30) days written notice has been received by the Provider.

7. INDEMNIFICATION AND HOLD HARMLESS: SHARP agrees to indemnify, defend and hold harmless the Provider and its officers, employees, agents and volunteers from and against all claims, demands, actions, injuries, liabilities, losses, costs or damages, direct or indirect or asserted, and any and all attorneys' fees and other expenses which Provider or its officers, employees, agents or volunteers may sustain or incur as a consequence of or in any way related to SHARP's or its employees', agents' and subcontractors' performance of responsibilities and obligations to be performed by SHARP under this Agreement or its failure to perform or comply with any of its obligations or responsibilities contained in this Agreement. This indemnification shall survive the termination of this Agreement.

Provider agrees to indemnify, defend and hold harmless SHARP and its officers, members, employees and agents from and against all claims, demands, actions, injuries, liabilities, losses, costs or damages, direct or indirect or asserted and any and all attorneys' fees and other expenses which SHARP or its officers, members, employees or agents may sustain or incur as a consequence of or in any way related to Provider's or its employees', agents' and subcontractors' performance of the responsibilities and obligations to be performed by Provider under this Agreement or its failure to perform or comply with any of its obligations or responsibilities contained in this Agreement. This indemnification shall survive the termination of this Agreement.

8. SHARP SERVICES AND RESPONSIBILITIES: SHARP shall perform the following Services for Provider, and as more fully set forth in Appendix "A," including, without limitation:

(a) Screen, prepare and submit claims to any and all payers including, but not limited to, individual persons, Medicare intermediaries, insurance carriers, companies, government and quasi-government agencies and any other source of payment of ambulance Services;

- (b) Track and trace all claims submitted;
- (c) Resubmit and resolve denied or disallowed claims;
- (d) Retain all source documents for seven years;

(e) Provide adequate precautions to protect confidentiality of patient records in accordance with applicable federal, state and local law and the HIPAA Agreement;

(f) Timely submit claims, during normal business hours and subject to any cause or causes beyond the control of SHARP; and

(g) Conduct all contact and correspondence with beneficiaries, responsible parties and payers.

9. PROVIDER RESPONSIBILITIES: Provider shall have the following responsibilities to SHARP:

- (a) Provide SHARP with the proper documentation necessary to prepare claims and reach final adjudication including;
 - Emergency Reporting PCR
 - Hospital Face Sheet
 - Ambulance Signature Form
 - Physicians Certification Statement

(b) Provide SHARP with any correspondence from the fiscal intermediaries, insurance, attorneys, patients in order for SHARP to perform proper follow up of outstanding billings and proper posting and tracking of accounts receivable; and

(c) Obtain patient signature or patient representative signature on trip ticket, or indicate why unable to obtain signature.

10. EXCUSE OF NON-PERFORMANCE: Neither party shall be liable for damages to the other party for failure of performance under the terms of this Agreement in the event that party's performance is prevented or made unreasonably difficult or costly by any labor dispute beyond control of the party, war, governmental action, looting, vandalism, earthquake, fire, flood, or any other natural occurrence.

11. DISENGAGEMENT AGREEMENT: Upon termination of this Agreement, SHARP will continue to perform the Services to the date agreed upon as the termination date. SHARP will return to Provider all previously retained source documents, along with a full accounting of outstanding accounts receivable at the Provider's expense. Provider shall pay SHARP all moneys owed at the time of the termination.

12. EQUAL OPPORTUNITY EMPLOYMENT: SHARP represents that it is an equal opportunity employer and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

13. COMPLIANCE WITH LAWS: SHARP shall use the proper standard of care in performing the Services and shall comply with all applicable federal, state and local laws, codes, ordinances and regulations and shall perform all Services in accordance with all applicable federal and state laws, rates and regulations.

14. AUTHORITY TO ENTER AGREEMENT: SHARP and Provider represent and warrant that they have all requisite power and authority to conduct the business anticipated herein and to execute, deliver and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

15 NOTICES: Any notices required or permitted to be given under this Agreement by either party to the other shall be given in writing: (1) by personal delivery; (2) by electronic facsimile with confirmation sent by United States first class registered or certified mail, postage prepaid, return receipt requested; (3) by a nationally recognized overnight delivery service; or (4) by United States first class registered or certified mail, postage prepaid, return receipt requested, in each case, addressed to:

<p>If to SHARP:</p> <p>Oososharp, LLC 5006 Sunrise Blvd #100 Fair Oaks CA 95628</p>	<p>If to Provider:</p> <p>Esmeralda County Ambulance Service 233 Crook Ave PO Box 547 Goldfield NV 89013-0547</p>
<p>Copy to:</p> <p>Richard D. Sopp, Esq. Wheatley, Sopp & Madsen, LLP 2600 E. Bidwell St Suite 150 Folsom, CA 95630</p>	<p>Copy to:</p> <p>Esmeralda County Ambulance Service 233 Crook Ave PO Box 547 Goldfield NV 89013-0547</p>

or to such other addresses as the parties may request in writing by notice given pursuant to this Section 15. Notices shall be deemed received on the earliest of personal delivery; upon delivery by electronic facsimile with confirmation from the transmitting machine that the transmission was completed; twenty-four (24) hours following deposit with an overnight delivery service; or seventy-two (72) hours following deposit in the U.S. Mail as required herein.

16. MODIFICATION OF AGREEMENT: No alteration, amendment, or modification of the terms of this Agreement shall be valid or effective unless in writing and signed by SHARP and Provider.

17. NON-WAIVER: A failure of any party to enforce at any time any term, provision or condition of this Agreement, or to exercise any right or option herein, shall in no way operate as a waiver thereof, nor shall any single or partial exercise preclude any other right or option herein. In no way whatsoever shall a waiver of any term, provision or condition of this Agreement be valid unless in writing, signed by the waiving party, and only to the extent set forth in such writing.

18. AGREEMENT DRAFTED BY ALL PARTIES: This Agreement is the result of arm's length negotiations between the parties and shall be construed to have been drafted by all parties such that any ambiguities in this Agreement shall not be construed against either party.

19. SEVERABILITY: If any provision of this Agreement is found to be invalid or unenforceable by any court, such provision shall be ineffective only to the extent that it is in contravention of applicable laws without invalidating the remaining provisions hereof.

20. SECTION HEADINGS: The section headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

21. NO THIRD PARTY BENEFICIARIES: There are no third party beneficiaries to this Agreement.

22. COUNTERPARTS: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement.

23. APPLICABLE LAW AND VENUE: This Agreement shall be governed by and construed in accordance with the internal laws of the State of California (without regard to principles of conflicts of laws). The parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal (if permitted by law and a party elects to file an action in federal court) courts located in Sacramento County, California. This choice of venue is intended by the parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this Section 23. Each party waives any right it may have to assert the doctrine of forum non-convenience or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this Section 23.

24. SOLE AND ONLY AGREEMENT: This Agreement supersedes any and all other agreements, either oral or in writing between the parties hereto with respect to the matters set forth in this Agreement and contains all of the covenants and agreements between the parties regarding said matters.

25. ATTORNEYS' FEES: If an action at law or in equity or in arbitration is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other reasonable relief to which he may be entitled.

26. ASSIGNMENT AND DELEGATION: Neither SHARP nor Provider may assign or delegate this Agreement in whole or in part without prior written consent of the other party which consent shall not be unreasonably withheld. Any attempted assignment or delegation in violation of this Section will be void.

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

Oososharp, LLC
A California Limited Liability Company
Doing business as Sharp Ambulance Billing
5006 Sunrise Blvd Suite 100
Fair Oaks Ca 95628

PROVIDER:
Esmeralda County Amb Srvc
233 Crook Ave
PO Box 547
Goldfield NV 89013

844-259-4003

By: Barry Christian

By: Signed by Provider rep

Chief Executive Officer

Title of Signature

Attest: IF REQUIRED

TITLE

OOSOSHARP, LLC

5006 Sunrise Blvd Suite 100 Fair Oaks CA 95628
844-259-4003

Appendix "A"

I. Private and Facilities Billing

Oososharp, LLC doing business as Sharp Ambulance Billing (hereinafter "SHARP") to prepare all invoices and follow-up mailings. Initial invoicing with instructions will be on 8X11 billings and will be placed in envelopes, sealed and mailed, postage prepaid. Initial invoicing or Billing insurance occurs within three (3) business days of receipt of transport tickets. Toll Free 844-259-4003 telephone number provided to patients. An initial letter will also be sent at this time to elicit any insurance information from the patient or patient's family. If we receive no answer on this letter, SHARP will use a number of methods to determine insurance eligibility including phone calls, electronic sources, and inquiries to the hospital or other facility where the patient was transported as well as sending an additional inquiry letter to the patient. This process can be modified for Provider. The standard bill schedule is as follows:

Private Bill Schedule (Or as determine by Client)

- | | |
|-----------------|-----------------------------------|
| 1. Invoice | Immediately |
| 2. Statement | 30, 60 and 90 days with statement |
| 3. Final Demand | 120 days |

II. Medicare, Medicaid

SHARP to prepare all bills and electronically convey to Medicare and Medicaid fiscal intermediaries. SHARP to assist with and/or prepare any new pre-authorization documents required by the Provider to be paid by Medicare for Non-Emergent transports. Documents such as Medical Necessity from Facilities or patient Doctors and Medical records should be obtained by provider.

All secondary and coinsurance billing transferred to the appropriate secondary pay source and promptly billed to that source.

Screen, prepare and submit claims to any and all payers including, but not limited to, individual persons, Medicare intermediaries, insurance carriers, companies, government and quasi-government agencies and any other source of payment of ambulance Services;

- Track and trace all claims submitted;
- Resubmit and resolve denied or disallowed claims;
- Retain all source documents for seven years;

III. Workers' Compensation and Private (Commercial) Insurance

SHARP to bill private insurance, supplemental insurance, secondary insurance and Workers' Compensation billed according to specific requirements. Electronic billing of insurance companies is performed where possible and appropriate. Any correspondence for additional information or follow up necessary to secure insurance payments will be performed by SHARP.

- Track and trace all claims submitted;
- Resubmit and resolve denied or disallowed claims;
- Retain all source documents for seven years;

IV. Delinquent Claim Handling

If patient claims age over forty-five (45) days from date when first invoiced as primary or as secondary co-pay Sharp will attempt telephone contact for payment arrangements. Telephone contact will be attempted several times and follow up will continue until payment in full is received or account is assigned to an outside collection agency by Provider. Information and data will be provided to Provider's outside collection agency at the request of Provider.

SHARP will utilize installment billing as allowed by the Provider in cases of financial hardship. SHARP will use the Provider portal for credit cards or, if requested by provider, assist with setting up a merchant portal for them in order to process Credit Cards. All charges and service fees for the Merchant Portal will be billed to the Provider directly by the Merchant Service (Bank).

V. Receipts Processing

SHARP or Provider shall maintain a separate account for the depositing of payments it receives for services rendered by Provider. If SHARP provides the account then within three business days of receipt, receipts shall be deposited into Provider's account less SHARP's fees as set forth below.

VI. Reports

Sharp can customize any report or add any report supported by the Data from the Ambulance Billing software.

Reports can be printed – Published on the Sharp Web Portal or run by Provider on the Sharp Web Access portal. Along with reports Sharp Web Access Portal provides a Dashboard of important analysis data.

Monthly, SHARP will perform accurate month end close procedures that will result in the minimum (SHARP and Provider will define a set of reports at the request of Provider) of the following reports to the Provider:

Custom Invoice and Statements for Patient, and Facility billing or any non-insurance per Provider sample and any adjustments requested

Monthly Ticket Survey

Monthly Sales Journal – Detail and Summary

Monthly Cash Receipts Journal – Detail and Summary

Monthly Receivables Aging – Detail and Summary

Management A/R Analysis – Detail and Summary

Monthly Closing Balance Summary of all AR and beginning and ending AR

Statistical Reports customized to client needs

Year to Date – Fiscal Year monthly totals and statistics, and Avg. Days in AR

Annual collections statistics with graphs and percent collected

Additional Daily, Weekly and Monthly reports as requested, examples are:

Weekly report of Transports Billed compared to Actual Transports performed

Transports unable to be Billed and why

Transports reject by Insurance and why

Open and Unpaid Transports by DOS

Tracking reports as requested

The cost of responding to requests for information from third parties shall be billed to the party making the request.

VII. Provider Responsibilities

- Submit necessary transport information, including pay source information and patient condition, to SHARP for billing purposes. SHARP accepts manual forms, but if later required by the State to use Electronic forms Sharp can handle all the current vendors using NEMSIS II and NEMSIS III standards, information electronically from any EPCR vendor that provides NEMSIS data and documents. Examples are Angel Tracks Software, ESO Solutions, EMS Charts, Image Trend, Zoll, Tritech, Sansio, High plains and many others. These vendors have functionality to provide NEMSIS data and documents- but may also require purchase of additional modules by Provider for this function. SHARP will also provide such software products and hardware for an additional monthly percent as indicated below.

- Forward to SHARP all necessary information relating to patient transports services, payments and patient eligibility, if known and, if possible, coordinate with SHARP and EPCR vendor to provide the information electronically.

Necessary Information Includes:

Emergency Reporting PCR
Hospital Face Sheet
Ambulance Signature Form
Physicians Certification Statement

- Notify SHARP of any accounts that require special attention.
- Obtain signature of patient or guardian or EMT if Patient unable to sign.
- Provide patient's name, date of birth, Social Security Number, Insurance and Group-Member ID if known and needed to Bill Insurance. SHARP will incorporate to the degree possible software eligibility and coverage detection tools to determine Eligibility for insurance.
- Designate personnel to help identify missing information such as scene location, mileage, proper documentation etc. to complete billing process.
- Provide list of Transports per day (paper or electronic) that should be billed for comparison to what was billed and, if possible, the expected level of service, and emergency or non-emergency status expected for comparison.

VIII. Source Documents

SHARP will retain all source documents including attachments for seven (7) years. When service contracted is terminated, all source documents are returned to Provider at the SHARP's expense.

IX. Fees

IX. Fees

Provider shall pay SHARP Four- and one-half percent (4.5%) of the gross receipts it receives through SHARP's billing including accounts assigned to outside collection agencies.

Credit Card Payment option- PROVIDER can use its current Merchant account for the PROVIDER or Sharp can provide a separate (Merchant Account). If a Sharp only account is chosen, then **The Merchant account and transaction fees for a credit card are billed by the credit card services direct to Provider and all funds directly deposited to Provider Account.**



AGENDA REQUEST FORM
FOR ESMERALDA COUNTY BOARD OF COMMISSIONERS MEETING
HELD ON THE FIRST TUESDAY OF EACH MONTH

Date submitted: 02/13/2024 Meeting date requested 02/20/2024
(see schedule to confirm)

Will be presented by: Danielle Johnson and Paul Melendrez (please print clearly)

CONTACT PHONE NUMBER 775-485-6359 EMAIL _____

WILL AN ACTION BE NEEDED ON THIS ITEM? ☒ YES ☐ NO (YOU MUST CHECK ONE)

DISCUSSION/DECISION: (This must be a clear and complete statement and not vague. Please include what kind of action you are requesting, for example: approve and sign documents, approve report, give direction to entity or person, etc., or if this is just a discussion, please indicate clearly)

adopt updated ambulance billing fee schedule

FISCAL IMPACT: ☐ YES ☒ NO (if YES, you must submit a clear explanation AND include funding sources, i.e, General, Capital Projects, Maintenance in the back-up information)

RELATED DEPARTMENTS NOTIFIED ☐ YES ☒ NO

If YES, whom, District Attorney (review contract) and Vera Boyer (regarding budget)

If NO, please explain

WAS BACK-UP PROVIDED TO THE RELATED DEPARTMENTS ☒ YES ☐ NO

WILL THIS DOCUMENT NEED SIGNATURES ☐ YES ☒ NO (If YES, please make sure that it is clearly marked for signatures)

IS THIS A BUSINESS IMPACT STATEMENT ☐ YES ☒ NO (If YES, Please contact District Attorney for guidance)

PLEASE NOTE: Any agenda request that does not provide the Board with adequate information prior to or during the scheduled meeting may have the agenda request tabled or dismissed.

D. Johnson

Person submitting agenda request

Deather Kalok 2/13/24

Received by

date



ESMERALDA COUNTY AMBULANCE

SERVICE

Effective 02/01/2024

Base Fee	\$850.00 BLS/ALS
Mileage	\$20.00 per mile
Standby Charge	\$60.00
Treat/No Transport	\$175.00

Procedures

Oxygen Administration	\$50.00
Medication Administration	\$50.00
C-Spine Immobilization	\$75.00
Trauma/Bandaging	\$50.00
IV Administration	\$75.00
Advanced Airway	\$50.00
Splinting	\$35.00
Glucose Monitoring	\$35.00
Suctioning	\$50.00
Vitals Monitoring	\$40.00

Volunteer Staff

Treat No Transport/AMA	\$0.00
Driver	\$20.00
BLS/EMT Attendant	\$30.00
ALS/EMT Attendant	\$40.00
<i>Out of County Transport</i>	
Driver	\$100.00
BLS/EMT Attendant	\$150.00
ALS/EMT Attendant	\$200.00
Standby pay	\$ 20.00 per hour



AGENDA REQUEST FORM

FOR ESMERALDA COUNTY BOARD OF COMMISSIONERS MEETING

Meeting Name: BOCC Regular Meeting

Date Submitted: 02/13/2024 Meeting date requested 02/20/2024
(see schedule to confirm)

Will be presented by: Danielle Johnson (please print clearly)

CONTACT PHONE NUMBER 775-485-6359 EMAIL J.

WILL AN ACTION BE NEEDED ON THIS ITEM? ☒ YES ☐ NO (YOU MUST CHECK ONE)

DISCUSSION/DECISION: (This must be a clear and complete statement and not vague. Please include what kind of action you are requesting, for example: approve and sign documents, approve report, give direction to entity or person, etc., or if this is just a discussion, please indicate clearly)

Discuss, Decide and Approve Interlocal Agreement between Goldfield Ambulance and Nevada Department of Transportation for the Shared Use Radio System.

RELATED DEPARTMENTS NOTIFIED ☒ YES ☐ NO

If YES, whom, District Attorney (review contract) and Vera Boyer (regarding budget). Please have Department Sign they received notification. Please note, if department notification is needed and is not signed request will not be accepted,

Department District Attorney Signature [Signature]

Department Vera Auditor Signature Vera Boyer

Department _____ Signature _____

Department _____ Signature _____



If NO, please explain

WAS BACK-UP PROVIDED TO THE RELATED DEPARTMENTS ☐ YES ☐ NO

WILL THIS DOCUMENT NEED SIGNATURES ☒ YES ☐ NO (If YES, please make sure that it is clearly marked for signatures and provide three (3) copies.)

IS THIS A BUSINESS IMPACT STATEMENT ☐ YES ☒ NO (If YES, Please contact District Attorney for guidance)

PLEASE NOTE: Any agenda request that does not provide the Board with adequate information prior to or during the scheduled meeting may have the agenda request tabled or dismissed.

Danielle Johnson
Person submitting agenda request

Heather Rathke 7/13/24
Received by date

NSRS Receivable Agreement Fee Sheet

Purpose NSRS Access ICO Goldfield Volunteer Ambulance

Pay Period from: to: 06/30/2028

Agreement # R099-24-016

NDOT Contact: Long Vo; lvo@dot.nv.gov; 775-888-3005

Organization Contact: Danielle Johnson; djohnson@esmeraldacountynv.org; 775-482-4695

Fee Structure: Billed annually. Device License Fee is re-established biennially through the State of Nevada budget process. Indicated fees beyond the current biennium are for estimation purposes only and will be updated to reflect biennial license fees. This form will be validated and/or updated annually or as required to reflect current license

Date	Device License Assignment	Device License Count	Device License Fee	Total
6/30/2024	2 x UNKNOWN	2	\$480.00	\$960.00
6/30/2025	2 x UNKNOWN	2	\$480.00	\$960.00
6/30/2026	2 x UNKNOWN	2	\$480.00	\$960.00
6/30/2027	2 x UNKNOWN	2	\$480.00	\$960.00
6/30/2028	2 x UNKNOWN	2	\$480.00	\$960.00
Total				\$4,800.00
Subtotal				\$4,800.00
Advances				\$0.00
Total				\$4,800.00

NEVADA SHARED RADIO SYSTEM USE INTERLOCAL AGREEMENT

This Agreement, made and entered into on _____, by and between the STATE OF NEVADA, acting by and through its Department of Transportation, hereinafter called the "DEPARTMENT", and **GOLDFIELD VOLUNTEER AMBULANCE SERVICE, 911 EUCLID AVENUE, GOLDFIELD NV 89013**, hereinafter called the "ORGANIZATION".

WITNESSETH:

WHEREAS, an Interlocal Agreement is defined as an agreement by public agencies to "obtain a service" from another public agency; and

WHEREAS, pursuant to the provisions contained in Chapter 408 of the Nevada Revised Statutes ("NRS"), the Director of the DEPARTMENT may enter into those agreements necessary to carry out the provisions of the Chapter; and

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

WHEREAS, the DEPARTMENT owns, maintains, and operates a radio system known as the "Nevada Shared Radio System" (hereinafter "NSRS") and defined in Agreement NM117-17-016 – Exhibit A, attached hereto and incorporated herein, to provide communications for its employees to assist in maintaining and constructing transportation systems in the State of Nevada; and

WHEREAS, the DEPARTMENT is willing to allow public safety entities to utilize the NSRS to reduce operational costs, improve interagency interoperability, enhance radio communication, and meet homeland security initiatives for radio communications; and

WHEREAS, the purpose of this Agreement is to establish DEPARTMENT and ORGANIZATION responsibilities in operating and maintaining the NSRS; and

WHEREAS, provision for the use of the NSRS by the ORGANIZATION will be of benefit to the DEPARTMENT, the ORGANIZATION, and to the people of the State of Nevada; and

WHEREAS, the ORGANIZATION and DEPARTMENT are willing and able to perform the services described herein.

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

ARTICLE I – FORMATION OF SYSTEM

1. Nevada Shared Radio System

A. The NSRS is a radio system primarily designed to provide portable and mobile radio coverage statewide. The NSRS is shared with multiple entities participating in full legal accordance with the Federal Communications Commission (FCC) regulations. System

resources and components have been combined to maximize radio capabilities and minimize equipment costs and associated operational costs. The NSRS provides support for State emergency plans and meets Homeland Security initiatives regarding interoperable public safety radio systems.

B. The NSRS shall continue to utilize authorized frequencies in accordance with the FCC and all applicable rules and regulations.

2. Additional Participants

As system capacity permits, the DEPARTMENT may approve other agencies entering into separate agreements with the DEPARTMENT for joint use of the NSRS.

3. Security

The parties acknowledge by this Agreement that the subject communications system is vital for the State of Nevada and that any security compromise of the system could have far-reaching ramifications for the State. Therefore, the parties agree that any security-sensitive information in document or electronic form or by verbal communications about the system itself, including, but not limited to, access to frequencies, location of and access to any core communications equipment, and information about any users and their methods of utilization of the system shall be considered confidential and only given to those employees, agents and representatives of the agency whom the parties have confirmed and can guarantee are trustworthy and will hold said information confidential. The parties further agree to provide the necessary security training to any personnel in whom they will confide the security-sensitive information about the system to insure against any breaches of confidentiality. The parties will provide adequate assurances, upon request by any party, that such training has occurred. For purposes of this Agreement, the parties shall designate the information about the system as security-sensitive and said information shall be treated as such.

ARTICLE II – ORGANIZATION PARTICIPATION

1. NSRS Participating Agencies

A. The ORGANIZATION, in accordance with NSRS equipment manufacturer's requirements and specifications, shall purchase and provide for the programming, maintenance, repair, and replacement of its own end-user equipment, which shall include, but not be limited to, mobile and portable radios, vehicular repeaters, desktop base stations, dispatch consoles, and Bi-Directional Amplifiers or other in-building communications enhancements.

B. The ORGANIZATION shall co-license or transfer any currently-allocated frequencies to the DEPARTMENT for use in the NSRS. Any new license obtained by the ORGANIZATION for radio system frequencies to be utilized for the NSRS shall be co-licensed to the DEPARTMENT.

2. NSRS User Group and Technical Advisory Committee

A. The NSRS User Group is established by DEPARTMENT Agreement NM117-17-016 (see Exhibit A).

B. The ORGANIZATION shall delegate one individual to participate in the operational processes of the NSRS User Group. The participating individual must at a minimum be capable of performing the following:

i. Develop, maintain, and enforce radio system operational standards in accordance with NSRS policies, ensuring the operating specifications and parameters are met.

ii. Supervise, evaluate, and oversee the ORGANIZATION's implementation, maintenance, and operation of end-user equipment owned by the ORGANIZATION.

iii. Interact with internal and external management levels as well as executives and officials of other entities to solve NSRS operational and interoperability conflicts.

ARTICLE III – SYSTEM RESPONSIBILITY AND ORGANIZATION COSTS

1. DEPARTMENT Responsibilities for NSRS

A. Except for end-user equipment, including, but not limited to, mobile or portable radios, vehicular repeaters, desktop base stations, call recording equipment, dispatch consoles, and Bi-Directional Amplifiers or other in-building communications enhancements, the DEPARTMENT shall have legal, fiscal, and ownership control over the NSRS and its assets. The DEPARTMENT will maintain, operate, and repair the NSRS.

B. The DEPARTMENT shall operate, monitor, repair, and maintain the NSRS, through its employees or independent contractors, on frequencies in legal accordance with FCC regulations. The DEPARTMENT will provide the ORGANIZATION use of the NSRS which is designed, operated, and maintained to provide portable and mobile coverage primarily on State routes maintained by the DEPARTMENT.

C. The DEPARTMENT will provide appropriate support to the NSRS, within budgetary constraints, to maintain the current level of coverage, features, and availability.

D. The DEPARTMENT will give priority to the maintenance schedules and maintenance response to ensure first priority to public and officer safety.

2. ORGANIZATION Costs

A. The ORGANIZATION shall be charged, by the DEPARTMENT, a percentage of the cost of operating the NSRS (herein referred to as Operational Costs). Operational Costs will include Personnel Services, Travel, Operating, and Equipment costs as defined and approved by the Department of Administration.

B. Costs and expenses that are considered by the DEPARTMENT to be shared by the ORGANIZATION are those costs that benefit all of the participating agencies as they pertain to the NSRS, radio frequencies, and inner-system transport of voice and data.

C. The State of Nevada, Department of Administration, with input from the DEPARTMENT, will establish the Operational Cost range for each fiscal year, based upon forecasted system operating costs. The forecasted Operational Cost rate will be the basis for the fiscal year's billings to the user of the NSRS. At the close of each fiscal year, the Department of

Administration will evaluate actual system costs and utilizations and compare those to the forecasted rates established for the fiscal year. The variance between the forecasted amount and the actual cost and utilization will establish the over or under recovery amount, to be billed or credited in the subsequent fiscal year and will be the basis for the upcoming fiscal year forecast.

D. For State-funded AGENCIES, the Operational Costs shall be allocated to the ORGANIZATION on a per radio basis. The Operational Costs for the ORGANIZATION shall be a percentage of the Operational Costs derived from the average number of radios in use by the ORGANIZATION for the period of time divided by the total number of radios in use by all participating agencies for the same period of time.

E. For Highway-funded AGENCIES, the number of radios used by the ORGANIZATION shall be included in the calculation for the total number of radios on the NSRS, however, the associated percentage cost is incurred by the DEPARTMENT.

F. Costs of required improvements incurred solely for the benefit of the ORGANIZATION (e.g., enhancing in-building coverage) or replacement costs of end-user equipment (mobile/portable radios, vehicular repeaters, desktop base stations, dispatch consoles, etc.) are the sole financial responsibility of the ORGANIZATION. The purchase, maintenance, and repair of ORGANIZATION-owned end-user equipment (mobile/portable radios, desktop base stations, call recording equipment, dispatch consoles, etc.) shall be the responsibility of the ORGANIZATION. Radios that are in use by the University and Community College System in Nevada (UCCSN), NV Energy, Washoe County, and City of North Las Vegas, are not included in the total number of radios for which the State's recovery costs are calculated.

G. The costs and the use of dispatch services, if utilized and contracted separately, shall be the sole responsibility of the ORGANIZATION.

H. The ORGANIZATION shall be responsible for the operating, maintenance, and repair costs associated with connecting to the NSRS from the point of demarcation as defined in Item 3 to the participating agency radio system equipment. The NSRS is comprised of Distributive Network Control Points and mountain top communications sites located throughout the State.

I. The DEPARTMENT shall be responsible for the maintenance, repair, and operation of the Distributive Network Control Points, the mountain top communications sites, and associated infrastructure.

J. The DEPARTMENT shall bill the ORGANIZATION, either annually or quarterly, for its percentage of Operational Costs, depending upon the DEPARTMENT's budget schedule and any billing arrangements made with the ORGANIZATION. The ORGANIZATION's cost percentage is based on the actual number of radios licensed by the ORGANIZATION.

K. If a charge is not paid in full within ninety (90) calendar days following any scheduled due date, the ORGANIZATION shall be in default.

3. Point of Demarcation for Responsibility of Equipment

Unless otherwise determined by separate agreement, the demarcation point between DEPARTMENT responsibility for maintenance, repair, and operation of the Distributive Network Control Points, the mountain top communications sites, and associated infrastructure, and the ORGANIZATION responsibility shall be the mobile or portable radios, desktop base

stations, call recording equipment dispatch consoles, and Bi-Directional Amplifiers or other in-building communications enhancements.

4. Purchase of NSRS Compatible Equipment

The ORGANIZATION agrees to meet NSRS specifications as determined by the DEPARTMENT, including brands and models when appropriate, for associated equipment used to interconnect to the NSRS. The DEPARTMENT recommends that it be contacted for the minimum equipment level recommended for purchase to preclude the ORGANIZATION's purchase of improper equipment that may not be used on the NSRS.

ARTICLE IV - IT IS MUTUALLY AGREED

1. The term of this Agreement shall be from the date first written above through and including June 30, 2029. This Agreement shall be automatically renewed for an additional five-year period on the last day of each five-year term, unless a party notifies the other party in writing within thirty (30) calendar days prior to the end of a then current term of this Agreement of its intention that this Agreement should expire at the completion of the then current term in effect.

2. This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of each party through its execution of this Agreement on the signatory lines below.

3. The DEPARTMENT agrees to provide the ORGANIZATION, for its exclusive use, system-user assignments (Logical Identifier's (LID's), IP addresses, etc.) on the NSRS. The ORGANIZATION agrees to provide annually to the DEPARTMENT the actual number of NSRS users (full time and/or part time consoles or, in an emergency, cache status) for the fiscal year, which will become the basis for establishing system billings.

4. This Agreement may be terminated by either party prior to the date set forth above, provided that a termination shall not be effective until thirty (30) calendar days after a party has served written notice upon the other party. This Agreement may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Agreement shall be terminated immediately if for any reason federal and/or State Legislature funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

5. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by 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 set forth below:

FOR DEPARTMENT: Tracy Larkin Thomason, P.E., Director
Attn.: **Long Vo**
Nevada Department of Transportation
Traffic Operations Division
1263 South Stewart Street
Carson City, NV 89712
Phone: 775 888-3005
E-mail: lvo@dot.nv.gov

FOR ORGANIZATION: **DANIELLE JOHNSON**
GOLDFIELD VOLUNTEER AMBULANCE SERVICE

PO BOX 146
911 EUCLID AVENUE, GOLDFIELD NV 89013
Phone: 775-277-0008
Fax:
E-mail: djohnson@esmeraldacountynv.org

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

7. Failure of either party to perform any obligation of this Agreement shall be deemed a breach. Except as otherwise provided for by law or this Agreement, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, but not limited to, the recovery of actual damages and the prevailing party's reasonable attorney's fees and costs.

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

9. Neither party shall be deemed to be in violation of this Agreement 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 limitations, earthquakes, floods, winds or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Agreement after the intervening cause ceases.

10. To the fullest extent of NRS Chapter 41 liability limitations, each party shall indemnify, hold harmless, and defend, not excluding the other's right to participate, the other 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 party, its officers, employees, and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity, which would otherwise exist as to any party or person, described herein. This indemnification obligation is conditioned upon service of written notice to the other party within thirty (30) calendar days of the indemnified party's notice of actual or pending claim or cause of action. The indemnifying party shall not be liable for reimbursement of any attorney's fees and costs incurred by the indemnified party due to said party exercising its right to participate with legal counsel.

11. The parties are associated with each other only for the purposes and to the extent set forth in this Agreement. Each party is and shall be a public agency separate and distinct from the other party and shall have the right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

12. Failure to declare a breach or the actual waiver of any particular breach of the Agreement 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, including another breach of the same provision.

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

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

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

16. Pursuant to NRS Chapter 239, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is confidential by law or a common law balancing of interests.

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

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

19. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the exclusive jurisdiction of the Nevada state district courts for enforcement of this Agreement.

20. The DEPARTMENT does not provide any warranty that the estimate of Operational Cost or Depreciation Cost that the DEPARTMENT may provide is an accurate reflection of the final cost. The DEPARTMENT disclaims any such warranty. The annual operating costs may vary widely. In no event shall ORGANIZATION or DEPARTMENT be liable for costs in excess of the amounts appropriated by the Legislature for purposes of this agreement.

21. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof a third party beneficiary status hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

22. In connection with the performance of work under this Agreement, the parties agree not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, or age, including, without limitation, with regard to employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff, or termination, rates of pay or other forms of compensation, and selection for training, including, without limitation, apprenticeship. The parties further agree to insert this provision in

all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

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

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

ESMERALDA COUNTY COMMISSIONERS

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

Director

Name (Print)

Title (Print)

Approved as to Legality & Form:

Deputy Attorney General

Approved as to Form:

Attorney



AGENDA REQUEST FORM
FOR ESMERALDA COUNTY BOARD OF COMMISSIONERS MEETING
HELD ON THE FIRST TUESDAY OF EACH MONTH

Date submitted: 01/30/2024 Meeting date requested: 02/06/2024 2/20/24
(see schedule to confirm)

Will be presented by: Judge Johnson (please print clearly)

CONTACT PHONE NUMBER 775-485-6359 EMAIL jp@esmeraldacountynv.org

WILL AN ACTION BE NEEDED ON THIS ITEM? ☒ YES ☐ NO (YOU MUST CHECK ONE)

DISCUSSION/DECISION: (This must be a clear and complete statement and not vague. Please include what kind of action you are requesting, for example: approve and sign documents, approve report, give direction to entity or person, etc., or if this is just a discussion, please indicate clearly)

relocation of the Justice Court, either swap offices with Commissioners Admin or relocate to another location

FISCAL IMPACT: ☐ YES ☐ NO (if YES, you must submit a clear explanation AND include funding sources, i.e, General, Capital Projects, Maintenance in the back-up information)

RELATED DEPARTMENTS NOTIFIED ☐ YES ☒ NO

If YES, whom, District Attorney (review contract) and Vera Boyer (regarding budget)

If NO, please explain

WAS BACK-UP PROVIDED TO THE RELATED DEPARTMENTS ☐ YES ☒ NO

WILL THIS DOCUMENT NEED SIGNATURES ☐ YES ☒ NO (If YES, please make sure that it is clearly marked for signatures)

IS THIS A BUSINESS IMPACT STATEMENT ☐ YES ☒ NO (If YES, Please contact District Attorney for guidance)

PLEASE NOTE: Any agenda request that does not provide the Board with adequate information prior to or during the scheduled meeting may have the agenda request tabled or dismissed.

D. Johnson

Person submitting agenda request

Received by

date



AGENDA REQUEST FORM
FOR ESMERALDA COUNTY BOARD OF COMMISSIONERS MEETING
HELD ON THE FIRST TUESDAY OF EACH MONTH

Date submitted: 01/29/2024

Meeting date requested 02/06/2024

(see schedule to confirm)

Will be presented by: Judge Johnson (please print clearly)

CONTACT PHONE NUMBER 775-485-6359 EMAIL jp@esmeraldacountynv.org

WILL AN ACTION BE NEEDED ON THIS ITEM? ☒ YES ☐ NO (YOU MUST CHECK ONE)

DISCUSSION/DECISION: (This must be a clear and complete statement and not vague. Please include what kind of action you are requesting, for example: approve and sign documents, approve report, give direction to entity or person, etc., or if this is just a discussion, please indicate clearly)

security issues within the court. Discuss possible options to secure the courts and all other related issues.

FISCAL IMPACT: ☐ YES ☒ NO (if YES, you must submit a clear explanation AND include funding sources, i.e, General, Capital Projects, Maintenance in the back-up information)

RELATED DEPARTMENTS NOTIFIED ☐ YES ☐ NO

If YES, whom, District Attorney (review contract) and Vera Boyer (regarding budget)

If NO, please explain

WAS BACK-UP PROVIDED TO THE RELATED DEPARTMENTS ☐ YES ☒ NO

WILL THIS DOCUMENT NEED SIGNATURES ☐ YES ☒ NO (If YES, please make sure that it is clearly marked for signatures)

IS THIS A BUSINESS IMPACT STATEMENT ☐ YES ☒ NO (If YES, Please contact District Attorney for guidance)

PLEASE NOTE: Any agenda request that does not provide the Board with adequate information prior to or during the scheduled meeting may have the agenda request tabled or dismissed.

D. Johnson

Person submitting agenda request

Received by

date



AGENDA REQUEST FORM

FOR ESMERALDA COUNTY BOARD OF COMMISSIONERS MEETING

MEETING REQUESTED: COMMISSION _____ HIGHWAY X SPECIAL _____

Date submitted: 2-12-24

Meeting date requested: 2-20-24

Will be presented by: Carl Shrider

CONTACT PHONE NUMBER: (775)485-3448 EMAIL: escord2018@gmail.com

WILL AN ACTION BE NEEDED ON THIS ITEM? X YES _____ NO (YOU MUST CHECK ONE)

DISCUSSION/DECISION: (This must be a clear and complete statement and not vague. Please include what kind of action you are requesting, for example: approve and sign documents, approve report, give direction to entity or person, etc., or if this is just a discussion, please indicate clearly)

*To move forward with
needed repairs to grader unit 214 in the event costs
exceed the current \$10,000 limit. Utilizing the Capital Projects
Capital Outlay Fund and if needed services and supplies fund.*

RELATED DEPARTMENTS NOTIFIED X YES _____ NO

If YES, whom, District Attorney (review contract) and Vera Boyer (regarding budget). Please have department sign they received notification. Please note, if department notification is needed and is not signed request will not be accepted.

Department Vera Boyer Signature Auditor

Department _____ Signature _____

Department _____ Signature _____

Department _____ Signature _____



If NO, please explain:

WAS BACK-UP PROVIDED TO THE RELATED DEPARTMENTS _____ YES _____ NO

WILL THIS DOCUMENT NEED SIGNATURES _____ YES _____ NO (If YES, please make sure that it is clearly marked for signatures and provide three copies.)

IS THIS A BUSINESS IMPACT STATEMENT _____ YES _____ NO (If YES, Please contact District Attorney for guidance)

PLEASE NOTE: Any agenda request that does not provide the Board with adequate information prior to or during the scheduled meeting may have the agenda request tabled or dismissed.

RECEIVED

FEB 12 2024

Carl B. Shinder
Person submitting agenda request

Received by Salinda Elgan date _____
ESMERALDA COUNTY CLERK



AGENDA REQUEST FORM

FOR ESMERALDA COUNTY BOARD OF COMMISSIONERS MEETING

Meeting Name: _____

Date Submitted: 01-04-24 Meeting date requested 02-15-24
(see schedule to confirm)

Will be presented by: ~~Russell Greer~~ Intimate Dealings LLC (please print clearly)

CONTACT PHONE NUMBER 801-895-3501 EMAIL contact@asafernevada.org

WILL AN ACTION BE NEEDED ON THIS ITEM? X YES _____ NO (YOU MUST CHECK ONE)

DISCUSSION/DECISION: (This must be a clear and complete statement and not vague. Please include what kind of action you are requesting, for example: approve and sign documents, approve report, give direction to entity or person, etc., or if this is just a discussion, please indicate clearly)

In 1972, Esmeralda County legalized brothels. Since 2006, no active brothels have been in Esmeralda. The former Cotton Tail owners wont entertain a conversation. Ordinance 124 says that brothels must be 5 miles outside any dwelling. My organization wants to present to the board a proposal to amend the very old ordinance to allow brothels to function closer to towns. Partly why the Cotton Tail failed was it wasnt near a heavily traveled roadway. If closer to Goldfield or by the county line by Tonopah, a brothel could bring in more tourism.

RELATED DEPARTMENTS NOTIFIED _____ YES X NO

If YES, whom, District Attorney (review contract) and Vera Boyer (regarding budget). Please have Department Sign they received notification. Please note, if department notification is needed and is not signed request will not be accepted,

Department _____ Signature _____

Department _____ Signature _____

Department _____ Signature _____

Department _____ Signature _____



If NO, please explain

Im not sure what related departments i can inform, as this is a BOCC matter.

WAS BACK-UP PROVIDED TO THE RELATED DEPARTMENTS _____ YES ☒ NO

WILL THIS DOCUMENT NEED SIGNATURES _____ YES ☒ NO (If YES, please make sure that it is clearly marked for signatures and provide three (3) copies.)

IS THIS A BUSINESS IMPACT STATEMENT _____ YES ☒ NO (If YES, Please contact District Attorney for guidance)

PLEASE NOTE: Any agenda request that does not provide the Board with adequate information prior to or during the scheduled meeting may have the agenda request tabled or dismissed.

RECEIVED

JAN 04 2024

Person submitting agenda request

Received by _____ date _____
ESMERALDA COUNTY CLERK

Proposed Esmeralda County Brothel Ordinance Summary

Houses of prostitution have been legal in Nevada since 1971. Esmeralda County first legalized prostitution in 1972 via Ordinance Number 124. Over the past 50 years, our society has proven more accepting of alternative lifestyles (e.g. swinging, polyamory, same-sex relationships) and of prostitution. Ordinance Number 124 does not reflect this acceptance and thus this new ordinance updates the brothel regulations of Esmeralda County to allow brothels to start up easier in the County.

The changes presented in this proposed ordinance are as follows:

- Designates the Goldfield Historic District as allowing 4 brothels to operate.
- Brothels must not operate adjacent to schools or churches.
- Sex workers must be 21 and must be independent contractors.
- Sex workers must be treated with kindness and respect. Brothels must follow a list of requirements to ensure the safety of their workers.
- Gives sex workers the explicit power to sue abusive brothel owners.
- Gives sex workers the power to sue abusive clients.
- Protects sex workers from liability for denying a client.

If this ordinance is adopted, Esmeralda will be the first county in Nevada to lay out specific protections for sex workers. This ordinance will also be attractive for sex workers and brothel owners and thus in turn, attracts tourism to Esmeralda.

It is prayed for that the Esmeralda Board of County Commissioners adopts this proposed ordinance and has it supersede Ordinance Number 124.

Prepared and submitted by:

Intimate Dealings LLC.

02-13-24

Proposed Esmeralda County Brothel Ordinance

BILL NO.

ORDINANCE NO.

SUMMARY: This ordinance supersedes ordinance number 124, passed 11-02-1972, and updates the Esmeralda County brothel laws to reflect a modern and more socially open-minded society.

TITLE

AN ORDINANCE OF ESMERALDA COUNTY, NEVADA, REGULATING THE OPERATION AND LOCATION OF HOUSES OF PROSTITUTION WITHIN ESMERALDA COUNTY; PROVIDING FOR THE ISSUANCE OF PERMITS AND LICENSES THEREFORE AND THE COLLECTION OF FEES; PROVIDING FOR HEALTH AND SAFETY. TESTS AND INSPECTIONS AND PROVIDING PENALTIES FOR VIOLATION THEREOF.

The Board of County Commissioners of Esmeralda County do ordain:

SECTION 1. ***PREAMBLE***

Houses of prostitution have been legal in Nevada since 1971. Esmeralda County first legalized prostitution in 1972 via Ordinance Number 124. Over the past 50 years, our society has proven more accepting of alternative lifestyles (e.g. swinging, polyamory, same-sex relationships) and of prostitution. Ordinance Number 124 does not reflect this acceptance and thus this new ordinance updates the brothel regulations of Esmeralda County.

SECTION 2. ***DEFINITIONS.***

- 1. County: means any geographical area within Esmeralda County.***
- 2. Houses of prostitution: means any buildings, modular buildings or manufactured buildings, (that are secured and fastened to the ground), wherein or whereon acts of prostitution are performed or are offered to be performed.***
- 3. Out-date: means a date that a sex worker and a patron go on outside of the premises of the brothel, but remains within County limits and doesn't include any sexual activity.***
- 4. Owner: means a person, LLC or corporation who owns and manages a brothel.***
- 5. Party: means a paid encounter between a patron and a sex worker that can be either sexual or non-sexual.***
- 6. Patrons: means any person, above the age of 21, who patronizes, solicits or enters a house of prostitution with the intention of paying a sex worker.***
- 7. Prostitution: means engaging in sexual intercourse, oral-genital, oral-anal, or anal-genital contact, or any touching of the sexual organs, pubic region of a person or male or female breast with the intent of arousing or gratifying the sexual desire of either person for monetary consideration, whether by credit, cash, check, charge or barter.***
- 8. Sex workers: means any person, above the age of 21, who works in a house of prostitution and who sells sexual services and other intimate services to patrons in exchange for money.***

9. *Stealth: means to remove one's condom without the knowledge and consent of his or her partner.*
10. *Trafficking: means to force a person against their will to work as a sex worker in or outside of a licensed brothel*

Section 3. **LIMITATIONS.**

Sections 1 to 30 do not permit any person to engage in and do not prevent the imposition of any civil, criminal or other penalty for:

- (a) working as a prostitute outside of a licensed brothel.*
- (b) soliciting a prostitute outside of a licensed brothel.*
- (c) trafficking any individual in or outside of a licensed brothel.*
- (d) trafficking any individual of any age outside of a licensed brothel.*
- (e) assault or battery on a sex worker.*
- (f) assault or battery on a patron.*
- (g) assault or battery on a brothel owner.*

Section 4. **PRIVILEGE LICENSE.**

No applicant for a license under this ordinance or other matters requiring affirmative Board approval in order to operate a brothel has any right to the license or the granting of the approval sought. Any license issued or other Board approval granted pursuant to the provisions of this ordinance is a revocable privilege and no holder, licensee or other recipient of the license or approval acquires any vested right therein or thereunder.

Section 5. **PROSTITUTION NOT AN OFFENSE OR A NUISANCE IF CONDUCTED IN A LICENSED BROTHEL.**

The operation of a licensed brothel or house of prostitution within the County in accordance with the provisions of this ordinance does not constitute a public nuisance or an offense to public decency.

Section 6. **UNLAWFUL UNDER CERTAIN CONDITIONS:**

1. *It is unlawful for any person, firm or corporation to engage in prostitution, or keep, own or operate a brothel or house of prostitution of any description within the County, except as provided in this ordinance.*
2. *It is unlawful for any owner, operator, bartender, manager or other employee of a licensed brothel to allow any person to practice prostitution or to solicit business for a sex worker or to procure any person for the purpose of prostitution within the County, except within the premises of a licensed brothel and within the boundaries, as set forth in this ordinance.*

Section 7. **OUT-DATES ARE NOT ALLOWED WITHIN THE COUNTY.**

Out-dates are not allowed within the County of Esmeralda and sex workers may not leave the brothel premises with any patrons.

Section 8. **LICENSING AND CONTROL BOARD CREATED.**

- 1. County Commission Designated:** *The Esmeralda Board of County Commissioners, referred to herein as the "Board", shall act as the Esmeralda Prostitution Licensing and Control Board.*
- 2. Duty:** *It shall be the duty of the Board to carry out and enforce the provisions of this Ordinance.*
- 3. Schedule Of Fees:** *The Board shall follow the schedule of fees established in this Ordinance .*
- 4. Powers:** *Powers of the Board shall include, but shall not be limited to, the power to:*
 - A.** *Receive all license applications submitted under the provisions of this ordinance;*
 - B.** *Investigate all applicants for a license under the provisions of this ordinance;*
 - C.** *Grant or refuse to grant the license provided for in this ordinance;*
 - D.** *Receive complaints concerning alleged violations of this ordinance;*
 - E.** *Revoke or temporarily suspend or place restrictions and conditions on licenses issued under the terms of this ordinance;*
 - F.** *Place licensees on probation;*
 - G.** *Exercise any proper power and authority necessary to perform its duties pursuant to this ordinance; and*
 - H.** *Hear appeals from decisions of the Sheriff.*
- I.** *The powers of the Board enumerated above are not exclusive and shall not be interpreted in such a manner as to limit any other powers that the Board may otherwise possess.*

Section 9. Brothel LICENSE APPLICATION, CONTENTS.

- 1.** *Any person desiring to own or operate a brothel within the County (individually or collectively referred to as the "applicant" or "applicants") shall first apply to the Board for a brothel license. The license application shall satisfy the following requirements and contain the following information about the owner, the operator and any person who will act on behalf of the owner or operator as a manager or other agent with management authority, together with all other information identified in each subsection pertaining to the brothel and the house of prostitution:*
 - A.** *Names, ages and addresses of all persons who have or will have any financial interest in the brothel or house of prostitution, including the owner of the real property if the real property is leased to the owner or operator of the brothel; provided, in the event the person having the financial interest in the brothel or house of prostitution is a corporation, limited liability company or other business association, only persons having an ownership interest of one-third (1/3) or more in the corporation, limited liability company or other business association shall be identified on the application.*
 - B.** *Names, ages and addresses of persons who are or will be personally responsible for the conduct and management of the brothel;*
 - C.** *A recent photograph and complete set of fingerprints of all persons listed in subsections A and B of this section;*
 - D.** *Names and addresses of all other businesses in which the applicant has any financial interest, including the type of such business and the nature of the applicant's interest;*
 - E.** *Names and addresses of all employers of the applicant for the preceding ten (10) years;*
 - F.** *All of the applicant's addresses for the preceding ten (10) years;*
 - G.** *A list of all prior convictions of the applicant for any crime, excluding minor traffic violations, which list shall include a statement of the offense, the place of its occurrence, the date of its occurrence, and the disposition of the case;*
 - H.** *The street address of the property upon which the proposed brothel is to be operated, together with copies of all deeds, mortgages, deeds of trusts, liens or other encumbrances, leasehold interests, or other interests in or relating to the house of prostitution;*
 - I.** *Names, ages and addresses of all persons with leasehold interests in the house of prostitution;*

J. The business history of the applicant with respect to brothels and houses of prostitution, to include prior or concurrent ownership, management, employment or any other legal relationship the applicant has or has had with a brothel or house of prostitution;

K. Whether the applicant, in previously operating any business at any location in the United States, has had a business license or privilege license revoked or suspended and, if so, the reason(s) therefor and a description of the business activity or occupation that was subject to the suspension or revocation;

L. Any information needed to update or correct any information required by this ordinance that is already on file with the County;

M. All information required under this section shall, upon enactment of this ordinance and thereafter, be promptly updated and corrected by the applicant whenever necessary to ensure that all such information on file with the County is current and accurate.

Section 10: LICENSE APPLICATION, FILING AND INVESTIGATION.

A. Filing; Investigation Fee: All license applications submitted under the provisions of this ordinance shall be filed with the County Clerk, along with a non-refundable fee of \$500.

B. Investigation: Upon presentation of any license application to the County Clerk, the County Clerk shall refer such application to the sheriff for investigation. The sheriff shall conduct a full investigation of all information contained in the license application, which investigation shall include, but shall not be limited to, the following:

- 1. A complete review of all records of the Federal Bureau of Investigation and any other appropriate governmental organization concerning the criminal record of any applicant;**
- 2. A personal interview with each applicant.**

C. Report Of Investigation Results: Within ninety (90) days the sheriff shall report the results of the foregoing investigation in writing to the Board, which report shall include, but shall not be limited to, the following:

- 1. A complete statement of the results of all portions of the investigation;**
- 2. A list of any errors or omissions found in the application;**
- 3. An evaluation of the personal qualifications and background of the applicant.**

D. Board Action: Within thirty (30) days after receiving the foregoing sheriff report, the Board may:

- 1. Refer the application back to the sheriff for additional investigation;**
- 2. Require a personal interview with the applicant;**
- 3. Require the applicant to submit additional information relative to the application; and/or**
- 4. Grant, conditionally grant or refuse to grant a license under the provisions of this ordinance.**

E. Refusal To Grant License: The Board may refuse to grant a license to any applicant based on a determination that the applicant or the application fails to satisfy any of the requirements of this ordinance, or because granting the application would not be in the best interest of public health, safety or welfare. The Board may take into consideration any recommendation provided by the sheriff in refusing to grant a license to an applicant.

F. Revocation Or Suspension Of License: The Board may permanently revoke, or temporarily or conditionally suspend a license issued under this ordinance; provided, the revocation or suspension shall be for cause; further provided, the revocation or suspension shall be made by the Board following a public hearing conducted in accordance with this ordinance; further provided, in the event a license is revoked or suspended, the licensee or former licensee shall not be entitled to a refund of any money previously paid to the County for or in anticipation of issuance of the license.

G. Grounds For Refusal, Revocation Or Suspension: *The following shall, without limitation, constitute grounds for refusal to grant a license to an applicant, or revocation or suspension of a license by the Board:*

- 1. The applicant/licensee or the applicant's/licensee's spouse or any other individual listed on the application that would have any interest in the brothel, has been convicted of a felony;*
- 2. The applicant/licensee has willfully omitted or incorrectly stated any material fact in the license application;*
- 3. The applicant/licensee has a financial interest in or is associated with a business that is illegal where the business is located;*
- 5. The applicant/licensee is a foreign business association that is not properly registered with the Nevada Secretary of State;*
- 6. The applicant/licensee is a Nevada business association that is not in active status with the Nevada Secretary of State;*
- 7. The applicant/licensee intends to utilize a manager or other agent to operate the brothel when the owner is not present and the manager or other agent would not qualify for a license under this ordinance;*
- 8. A person who would not qualify for a license under this ordinance has an ownership or possessory interest in the brothel or house of prostitution;*

H. Resubmittal; Time Limit: *Upon denying any application for a license under the provisions of this ordinance, the applicant shall have thirty (30) days within which to cure any defect in the application, and such application may be again submitted to the Board for reconsideration within thirty (30) days after such denial.*

Section 11: LICENSE RESTRICTIONS:

1. Brothel licenses issued under the provisions of this ordinance shall have the following restrictions:

A. Maximum Number Permitted: *The maximum number of brothels permitted within the County limits shall be 4 (four).*

B. No brothel owner may own more than 2 brothels.

Section 12: Number of Sex Workers Employed in a Brothel.

1. The maximum number of sex workers that shall be employed in a brothel is 30.

Section 13: ZONING:

1. Brothels shall be allowed to operate in the Goldfield Historic District, which is bounded by 5th Street on the West; Elliot, Myers and Crystal on the South; Miner and Hall on the North; and Sundog on the East.

2. Brothels may operate inside any multi-use building that has other amenities, such as a bar, cafe, hotel, entertainment venue, etc, as long as the brothel is separated from the other amenities, either by being on different floor levels (if it's a multi-story building) or by a proper ground level distance of 30 feet from the entrance and other amenities, if the building is single story.

3. Brothels may not operate inside any structure used as a fixed residence.

4. Brothels may not operate on a lot adjacent to a church or school.

5. The term "adjacent" is hereby defined as any two properties that have the same property border.

Section 14. **Brothel Requirements:**

A. Brothel buildings must abide by the following requirements:

1. *Brothels must have mirrored windows, so that the public cannot see into the brothel.*
2. *Brothels must check the IDs of every non-employee and non-emergency worker who enters the brothel to ensure they're not a minor.*
3. *Brothels must have signs posted by the entrance that designate it as either: "BROTHEL" or "HOUSE OF PROSTITUTION". The sign must not be larger than 24 square feet. Exceptions to this are if the brothel is contained on a upper level floor of a building.*
4. *Brothels must also have signage that notifies the public that persons under 21 are not allowed.*
5. *No indecent signs or sexually suggestive wording is allowed on the building, to avoid creating friction with the public.*

Section 15. **Brothels Must Practice Fair Treatment Towards Sex Workers:**

1. *Sex workers must be over the age of twenty-one (21).*
2. *Sex workers must be classified as independent contractors, per NRS 608.0155.*
3. *The brothel must ensure that sex workers are treated fairly, kindly and with respect.*
4. *As independent contractors, the sex workers must be allowed:*
 - A. *To choose whom they want to see and be allowed to reject whom they don't want to see.*
 - B. *Set their own hours.*
 - C. *Once their designated shift is over, be allowed to leave the premises of the brothel, with the understanding that they can't do independent sex work within the County, nor can they meet with brothel clients outside of the brothel, even in a friendly, non-patronizing manner.*
5. *A sex worker must not bring immediate family to the brothel or visitors that she or he is intimately familiar with in her or his personal life.*
6. *The brothel must ensure that each sex worker has her or his own room and her or his own shower and restroom at the brothel.*
7. *The brothel may not set a daily room rent fee for a sex worker higher than \$40.00.*
8. *The brothel may not take no more than 50% of each party transaction.*
9. *A brothel must not prevent a sex worker from leaving the premises, if she wishes to quit, even if she still owes debts the brothel.*
10. *A brothel must give a sex worker a 24 hour notice of termination, so that she has time to find means of transportation to leave the property.*
11. *A licensed sex worker may bring a lawsuit against any brothel owner who violates this section.*
12. *Any sex worker who sues a brothel owner for violations of this ordinance must present evidence that meets the preponderance of the evidence requirement, as established by Nevada's Rules of Civil Procedure and case law.*

Section 16. **Condom use mandatory**

1. *All brothels must ensure that condom use is practiced for each and every party that includes sex.*
2. *All brothels must provide the sex workers with condoms.*
3. *All brothels must have signs outside of each sex worker's door that says: "condom use is mandatory."*

Section 17. Advertising

- 1. Signs shall not be placed in locations prohibited by Nevada Revised Statutes 201.430.**
- 2. Online and CB Radio Advertising is allowed.**

Section 18. Business Hours

A brothel may elect to set its own operating hours and may choose to be open 24 hours a day.

Section 19. LICENSE ISSUANCE:

A. Content Of License: Upon approval of all applications associated with a brothel, the Board shall issue a license for the brothel to the applicant, which license shall state:

- 1. The name and address or location of the brothel;**
- 2. The date of issuance of the license;**
- 3. The date of expiration of the license.**

B. Term Of License: All licenses shall be issued for a term of no more than one year, commencing on January 1 of the year the application was approved or the date of approval, whichever is later, and continuing thereafter until January 1 of the following year.

C. Renewal: No later than thirty (30) days before the expiration date of any license, in the event the licensee seeks to continue to operate the brothel for an additional year after the term, the licensee shall apply to the County Clerk, on forms provided by the County, for a renewal. The County Clerk shall forthwith notify the sheriff that a renewal application has been filed, and if any written complaint regarding the brothel shall have been received during that current license period, the sheriff may cause the renewal application to be placed on the agenda of the next Board meeting, at which meeting the Board shall either renew or deny the license. If placed on the agenda, the Board shall conduct a hearing, and may summon witnesses, interview the licensee, interview any complainant, require additional investigation by the sheriff, or do any and all other acts which the Board deems necessary or appropriate for its determination. If no such complaints have been received, the County Clerk shall issue the renewed license upon compliance with and subject to the provisions of this ordinance.

D. Failure To Renew: Failure of any licensee to apply for a renewal in the manner required by subsection C of this section shall be grounds for the Board to revoke the license at its first regular meeting in January. Any license thus revoked may be reinstated only upon compliance by the licensee with all requirements of this ordinance applicable to original license applications.

E. Changes In Ownership: In the event a brothel is owned by a business association, the business association shall not acquire a new owner unless:

- 1. The licensee furnishes to the sheriff a list of all proposed persons who desire to acquire an interest in the brothel.**
- 2. The Board approves the new owner(s) in accordance with the same substantive and procedural requirements applicable to new license applicants; and**
- 3. The brothel pays a nonrefundable investigation fee in an amount set by resolution of the Board.**

Section 20. LICENSE FEES:

A. Required: Every licensee shall pay the following fee schedule.

B. Fee Schedule:

Application fee: \$500.00.

In the First Year of Operation:

Category A: Any operation having 1 to 5 prostitutes: \$500 per quarter.

Category B: Any operation having 6 to 10 prostitutes: \$1,500 per quarter.

Category C: Any operation having 11 to 20 prostitutes: \$3,000 per quarter.

Category D: Any operation having more than 20 to 30 prostitutes: \$4,000 per quarter.

In the Second and All Subsequent Years of operation:

Annual Renewal fee: \$1,000.00

Category A: Any operation having 1 to 5 prostitutes: \$1,000 per quarter.

Category B: Any operation having 6 to 10 prostitutes: \$2,000 per quarter.

Category C: Any operation having 11 to 20 prostitutes: \$3,000 per quarter.

Category D: Any operation having more than 20 to 30 prostitutes: \$4,000 per quarter.

C. The fee shall be paid quarterly.

D. Timing Of Payment; Due Date; Termination: The license fee shall be submitted with the annual renewal application form, which shall be due on or before December 15 of each year during the term of the license. The failure of a licensee to submit a complete application and license fee in the proper amount on or before December 15 shall result in the termination of the license at the end of the current term.

E. The Board shall not increase the fees found in this ordinance.

F. Partial Years; Timing Of Payment; Fee Amounts: The amount of the license fee for a license granted for a portion of a calendar year which becomes effective on or before June 30 of that year shall be the amount required for a full year. The amount of the license fee for a license that becomes effective after June 30 shall be one-half (1/2) of the amount required for a full year.

Section 21: SEX WORKER REQUIREMENTS

1. For a person to work as a sex worker in a licensed brothel, he or she must meet the following requirements:

2. A. Sex workers must be over the age of twenty-one (21).

3. B. Sex workers must be classified as independent contractors.

4. C. Sex workers must not have HIV or AIDS.

5. D. Sex workers must obtain a work permit.

Section 22: WORK PERMIT REGISTRATION REQUIREMENTS:

A. Permit Required: It is unlawful for any person to work as a sex worker, bartender or manager at a brothel, or for any employee, independent contractor or agent of the brothel, to reside on the premises of a licensed house of prostitution, unless such person is the holder of a valid current work permit issued by the sheriff in accordance with this ordinance.

B. Registration: Every sex worker, bartender, manager or employee working and/or residing on the premises of a licensed house of prostitution shall be registered with the sheriff on a form provided by the sheriff, referred to herein as a "work card", which shall include:

1. The name, age, address, physical description and current picture identification of the applicant, together with a certified copy of the person's birth certificate;
2. A full set of fingerprints of the person, which shall be updated every six (6) years;
3. Complete employment record of the applicant for the preceding five (5) years;
4. All street and mailing address(es) of the person;
5. Complete criminal record of the person, including all convictions, except minor traffic violations, which record shall include a list with a statement of each offense, and for each offense, the place of its occurrence, the date of its occurrence, its severity and its disposition;
6. The work card application for a sex worker must be accompanied by either an application fee or an annual renewal as set forth below:
7. Sex worker Application fee: \$100.00
Sex worker Renewal Fee: \$200.00
8. The work card application for a person who is not a sex worker must be accompanied by an application fee of \$100.00.
8. The work card shall be renewed annually.
9. A work card for a sex worker must be renewed each time the sex worker commences work at a different brothel within the County.

C. Investigation: The sheriff shall investigate, through all available means, the accuracy of all information supplied by any applicant on the registration form.

D. Prohibited Employees: No person may work as a sex worker or bartender, manager, or as an employee, independent contractor or other agent who resides on the premises of a licensed house of prostitution, who:

1. Has been convicted of the possession, use, sale or furnishing of any narcotic, hallucinogenic or dangerous drug within the past five (5) years;
2. Is on probation resulting from a conviction of a felony;
3. Has been convicted of any crime involving theft, embezzlement or misappropriation of funds within the past five (5) years;
4. Has been convicted of any crime involving violence or the use of any deadly or dangerous weapon within the past five (5) years;
5. Has been convicted of any crime involving the illegal use of firearms within the past five (5) years;
6. Has willfully made any false statement or omission in the registration form required by subsection B of this section; or
7. Is a person under twenty-one (21) years of age.
8. Those handling alcohol must be at least twenty-one (21) years of age.

E. Denial Or Revocation Authority: The sheriff may deny or revoke the work permit of a sex worker or of a bartender, manager, or of an employee, independent contractor or other agent who resides on the premises of a house of prostitution, who does not qualify under this section or who is found to be violating this Code or State law. The person whose work card has been denied or revoked may file an appeal to the Board within thirty (30) calendar days from the date in which the work card was denied or revoked.

F. Card Requirements; Restrictions:

1. Each sex worker, bartender, manager, and each employee, independent contractor or other agent who resides on the premises of a house of prostitution, shall file and maintain a current work card with the operator of the brothel before commencing work at the brothel. No work card shall be transferable. All work cards shall state the name of the licensed brothel where the work card holder

works. No sex worker shall change his or her place of work from one brothel to another without first notifying the sheriff of the proposed change and obtaining a revised work card.

2. No person may possess more than one work card at a time or work for more than one brothel at a time.

G. Security Requirements/Inspections For Brothels:

1. A brothel may be operated with business entrance and exit doors that are either locked or unlocked. If the brothel elects to keep the business entrance and exit doors unlocked, they must remain unlocked at all times during posted business hours and the business hours must be posted on the entrance door. Upon complying with these conditions, the brothel need not provide keys to the Sheriff. If the brothel elects to keep the business entrance and exit doors locked during business hours, the owner or manager shall provide the sheriff keys to all entrance and exit doors of the brothel. If door locks are changed, then current keys must be immediately provided to the sheriff.

2. A brothel license granted pursuant this ordinance is a revocable privilege. By applying for and receiving a brothel license, a person thereby gives consent and authorizes the sheriff, or any other authorized representative of the County to enter the brothel business premises or any part of the house of prostitution under the control of the licensee and the principal office of the brothel at any time during brothel business hours for the purpose of examining the premises or the books of account of the brothel to ascertain the truth of statements made on the brothel license application and to verify that the licensee and the brothel are in compliance with requirements of the license, this Code and State law;

b. The person in charge of a licensed brothel shall cooperate with the State Board of Health or any other agency with jurisdiction during:

(1) Any investigation into the circumstances or cause of a case or suspected case, or of an outbreak or suspected outbreak of an infectious, contagious or communicable disease;

(2) The carrying out of measures for the prevention, suppression or control of an infectious, contagious or communicable disease, including procedures of exclusion, isolation and quarantine; and

c. The failure of an owner, manager, employee, independent contractor or agent of a brothel to cooperate with an inspection authorized by this section: 1) shall be grounds for the revocation or suspension of the brothel license; and 2) shall be punishable as a misdemeanor.

3. A brothel may employ armed security.

Section 23: MEDICAL EXAMINATION REQUIRED OF ALL SEX WORKERS:

A. Examination Requirements: Every licensee shall ensure that the requirements of the State Board of Health or any other agency with jurisdiction are satisfied and that all medical examinations required by State Statutes and regulations, this ordinance and the license, are undergone by all sex workers working at the brothel. The foregoing medical examinations shall:

1. Be performed at least once a week. Medical examinations must be completed and the examination results made available to the sheriff weekly prior to medical exam record checks being conducted by the Sheriff Department;

2. Be performed by a physician or doctor duly licensed to practice medicine in this State or by any licensed registered nurse;

3. Include all tests specified by the State Board of Health for the detection and diagnosis of sexually transmitted diseases including, but not limited to, weekly tests for gonorrhea and chlamydia; and a monthly blood test for syphilis and human immunodeficiency virus (HIV), which tests shall be processed at a licensed and approved clinical laboratory;

4. Include monthly tests approved by the State Board of Health for the detection of HIV. Appropriate specimens are to be submitted to and processed at a licensed and approved medical laboratory;

5. Include other medically approved tests deemed advisable by the physician or doctor of osteopathy for determining whether the sex worker is afflicted with any infectious, communicable or contagious disease;

6. Be performed at the location of the licensed operation, at the physician's office, at a hospital or clinic;

7. Have all samples and specimens submitted to a State licensed and approved medical laboratory for testing, with all tests performed and reported in accordance with NAC 441A.800 et seq., and all other applicable State requirements; provided, without limitation, no person may work as a sex worker at a brothel if such test results show the presence of chlamydia, syphilis, gonorrhea or the antibody to the human immunodeficiency virus;

8. a. Sex workers who have registered with the Sheriff Department, but are awaiting the required test results, may reside at the house of prostitution. The owner and the manager shall ensure that all sex workers awaiting test results and residing at the house of prostitution remain off the floor, which includes the bar area, and that such sex workers do not engage in any type of sexual activity until such test results have been received from the physician or doctor of osteopathy who performed the examination;

b. If any sex worker's test results are positive for an infectious, contagious or communicable disease, the sex worker must be pulled off the brothel floor immediately and the sex worker's work card turned over to the Sheriff Department. The sex worker must wait at the house of prostitution until the State Board of Health notifies the sex worker. Once contact by the State Board of Health with the sex worker has taken place, nothing in this ordinance shall prohibit the sex worker from leaving the premises of the house of prostitution. If the sex worker chooses to remain at the house of prostitution, the sex worker must remain off the floor, which includes the bar area, and not engage in any type of sexual activity until a clearance to return to work has been communicated to the Sheriff Department by the physician or doctor of osteopathy who performed the examination. If the owner is not physically present, the manager of the brothel shall notify the Sheriff Department when a sex worker leaves the brothel for any period in excess of twenty four (24) hours. Prior to returning to work after an absence of more than twenty four (24) hours, a sex worker must get a medical examination, must obtain a clearance from a licensed physician or doctor of osteopathy, and must pick up his or her work card at the Sheriff Department;

9. All sex workers shall be tested to determine if they are infected with the hepatitis B virus (HBV) by a licensed and approved medical laboratory. If antibody testing shows a positive result for HBV, the sex worker will not be issued a work permit. If the results of the HBV are negative, it will be the responsibility of the sex worker to follow up with the vaccine series. Sex workers who are undergoing the hepatitis B vaccine series shall not be prohibited from working in a licensed brothel.

B. Physician Duties: After performing the examination required in subsection A of this section, the examining physician or doctor of osteopathy shall:

1. Notify the Sheriff Department of every person examined and found not to be infected with a sexually transmitted, infectious, contagious or communicable disease;

2. Notify the Sheriff Department of every person examined and found to be infected with a sexually transmitted, infectious, contagious or communicable disease;

3. Report the results of such examinations weekly to the sheriff;

4. If any sex worker examined is found to be infected with a sexually transmitted, infectious, contagious or communicable disease, the physician or doctor of osteopathy shall immediately notify the sheriff and the brothel owner, operator and manager of such condition.

C. Denial Based On Positive Result Of Test: No person who has been found to be infected with a sexually transmitted, infectious, contagious or communicable disease by an examining physician or doctor of osteopathy may again work as a sex worker in any brothel until such person has received and presented to the sheriff examination results from an examining physician or doctor of osteopathy stating that the disease which resulted in the denial of the work permit has been cured and that the person is now free of any sexually transmitted, infectious, contagious or communicable disease.

D. Authority Of Board: Nothing contained in this section shall prevent the Board on its own motion or upon complaints or reports from any person, from inquiring into the existence of any condition on the premises of any brothel or house of prostitution which might constitute or cause a health hazard.

Section 24. VISUAL EXAMINATION REQUIRED OF ALL PATRONS

- 1. Before a patron shall pay a sex worker to engage in sexual intercourse, the patron must be taken to a designated room and have his or her genital area examined for any signs of STDs.***
- 2. If after paying, a party commences and a sex worker discovers signs of an STD on a patron, the worker must get the second opinion of a manager to confirm the presence of STDs. If it is determined that the patron has an STD, the patron must be reimbursed in full for the total amount he or she paid for the party.***
- 3. After the patron is reimbursed, the patron's name must be placed on a "do not sell to" list and must not be allowed to solicit sex from any other sex worker in the brothel.***
- 4. A patron may have his name removed from the "do not sell to list" upon proof of a test of being STD-free.***
- 4. At the worker's choice, she or he may also use UV lights and any other method in determining if a patron has STDs.***

Section 25. ASSUMPTION OF RISK — NO CIVIL LIABILITY FOR CONTRACTING STDs.

- 1 A patron engages in patronizing sex workers at his or her own discretion and thus assumes all risk and waives any civil tort (negligent or intentional) claim for contracting an STD except for the provisions as found in section 3 of this subsection.***
- 2 A sex worker engages in sex work in his or her full mental capacity and choice and thus assumes all risk and waives any civil tort (negligent or intentional) claim for contracting an STD except for the provisions as found in section 3 of this subsection.***
- 3 Exceptions:***
 - A. A patron may bring a civil claim against a brothel owner only if it is found that the patron contracted HIV/AIDS from an infected sex worker and the brothel owner was aware of the infection, yet still employed the infected sex worker. The patron may claim actual damages and treble damages.***
 - B. A sex worker may bring a civil claim against a brothel owner if the brothel allows a patron who has been placed on the "do not sell to" list to have sex with the sex worker and the sex worker contracts an STD from the flagged patron. A sex worker may claim actual and treble damages.***
 - C. A sex worker may bring a civil claim against a patron if a patron deliberately attempts to "stealth" a sex worker. Intent is shown by a patron poking holes in his condom or by removing his condom and attempting to penetrate the sex worker. A sex worker may bring actual and punitive damages. A sex worker may also bring criminal charges against a patron who stealths her or him.***

Section 26: **GENERAL PROVISIONS:**

A. Minors:

1. It is unlawful for any person under the age of twenty-one (21) years to enter a house of prostitution or be a patron of any brothel.

2. It is unlawful for any licensee, or for any sex worker or employee of such licensee, to compel, entice, encourage, permit or suffer any person under the age of twenty-one (21) years, to enter a house of prostitution or be a patron of any brothel.

B. Work Without Permit: It is unlawful for any brothel, licensee or employee of any licensee to allow any sex worker, bartender or manager, or any employee who resides on the premises of a house of prostitution, to work for or on behalf of a brothel without that person first obtaining a valid work card from the sheriff. Notwithstanding the foregoing, persons performing part time maintenance or repair work or delivering supplies to a brothel or house of prostitution are not required to obtain a work permit for the performance of such duties unless they reside on the premises of the brothel or within the house of prostitution.

C. Translators: In the event a sex worker does not speak fluent English, a translator shall be supplied whenever communication between the sex worker and County staff is requested by either the sex worker or the County or otherwise required. The foregoing includes, without limitation, the requirement that there is a translator whenever a sheriff officer seeks to communicate directly with a sex worker. The translator must be a natural person who is properly trained and competent to translate between English and the native language of the sex worker. The translator may be present by telephone or other electronic means, so long as the means of communication is reliable and audible.

Section 27: **LICENSE NOT TRANSFERABLE:**

1. All licenses granted under this ordinance shall be limited to operations conducted on the property described in the application and no brothel shall be expanded or moved without a new license application and approval.

Section 28: **DEATH OR RESIGNATION OF PERSON LISTED ON LICENSE:**

1. In the event of the death or resignation of a person listed on a brothel license whose participation in the brothel is necessary for its continued operation, in order to prevent undue hardship to the licensee, the County Clerk, with the concurrence of the sheriff, may issue a ninety (90) day "temporary license" to the licensee's attorney-in-fact or guardian, the personal representative of the licensee's estate, or the trustee of the licensee's trust, or any other person determined by the County to be otherwise eligible to serve as a licensee in accordance with this ordinance, pending the processing of an application for a new brothel license; provided, however, that at the time any such temporary license is issued by the County Clerk, a full and complete application for a new brothel license shall be on file with the County Clerk, along with a nonrefundable investigation fee in an amount set by resolution of the Board; further provided, that at the time any such temporary license is issued by the County Clerk, the matter shall be referred to the sheriff for a complete investigation of the new application for a new brothel license. The sheriff shall thereafter submit the investigative findings and recommendation for denial or approval of a new brothel license to the Board.

Section 29: **CRIMINAL PENALTY:**

1. Any person who violates any provision of this ordinance, shall be guilty of a misdemeanor and, upon conviction, shall be punished by a fine not to exceed one thousand dollars (\$1,000.00), or by imprisonment for a term not to exceed six (6) months, or by both fine and imprisonment.

Section 30: **SEPARABILITY:**

1. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

Section 31: **Passage and Approval.**

Dated: This _____ day of _____, 2024.

Vote: AYES. _____

COMMISSIONERS:

Rachel Holt, Commissioner District 1

De Winsor, Commissioner District 2

Ralph Keyes, District 3



AGENDA REQUEST FORM

FOR ESMERALDA COUNTY BOARD OF COMMISSIONERS MEETING

Meeting Name: _____

Date Submitted: 2-13-2024 Meeting date requested Feb 20, 2024
(see schedule to confirm)

Will be presented by: JEFFERY S. HICKS (please print clearly)

CONTACT PHONE NUMBER 702-984-3347 EMAIL JEFFERYSHICKS@HOTMAIL.COM

WILL AN ACTION BE NEEDED ON THIS ITEM? ☒ YES ☐ NO (YOU MUST CHECK ONE)

DISCUSSION/DECISION: (This must be a clear and complete statement and not vague. Please include what kind of action you are requesting, for example: approve and sign documents, approve report, give direction to entity or person, etc., or if this is just a discussion, please indicate clearly)

PLEASE REPORT ON THE STATUS OF THE STRUCTURAL ENGINEERS REPORT FOR THE COMMUNITY CENTER.

RELATED DEPARTMENTS NOTIFIED ☐ YES ☐ NO

If YES, whom, District Attorney (review contract) and Vera Boyer (regarding budget). Please have Department Sign they received notification. Please note, if department notification is needed and is not signed request will not be accepted,

Department _____ Signature _____

Department _____ Signature _____

Department _____ Signature _____

Department _____ Signature _____



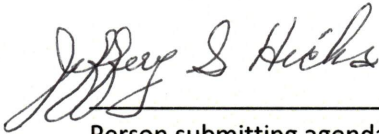
If NO, please explain

WAS BACK-UP PROVIDED TO THE RELATED DEPARTMENTS ☐ YES ☒ NO

WILL THIS DOCUMENT NEED SIGNATURES ☐ YES ☒ NO (If YES, please make sure that it is clearly marked for signatures and provide three (3) copies.)

IS THIS A BUSINESS IMPACT STATEMENT ☐ YES ☒ NO (If YES, Please contact District Attorney for guidance)

PLEASE NOTE: Any agenda request that does not provide the Board with adequate information prior to or during the scheduled meeting may have the agenda request tabled or dismissed.



Person submitting agenda request

Received by

date



AGENDA REQUEST FORM

FOR ESMERALDA COUNTY BOARD OF COMMISSIONERS MEETING

Meeting Name:

Date Submitted: 02/13/2024 Meeting date requested 02/20/2024
(see schedule to confirm)

Will be presented by: LaCinda Elgan/Vera Boyer (please print clearly)

CONTACT PHONE NUMBER _____ EMAIL _____

WILL AN ACTION BE NEEDED ON THIS ITEM? ☒ YES ☐ NO (YOU MUST CHECK ONE)

DISCUSSION/DECISION: (This must be a clear and complete statement and not vague. Please include what kind of action you are requesting, for example: approve and sign documents, approve report, give direction to entity or person, etc., or if this is just a discussion, please indicate clearly)

Discuss and decide the ad valorem tax rate, or proposed increases for the upcoming fiscal year 24-25.

RELATED DEPARTMENTS NOTIFIED ☒ YES ☐ NO

If YES, whom, District Attorney (review contract) and Vera Boyer (regarding budget). Please have Department Sign they received notification. Please note, if department notification is needed and is not signed request will not be accepted,

Department _____ Signature _____

Department _____ Signature _____

Department _____ Signature _____

Department _____ Signature _____



If NO, please explain

WAS BACK-UP PROVIDED TO THE RELATED DEPARTMENTS ☐ YES ☒ NO

WILL THIS DOCUMENT NEED SIGNATURES ☐ YES ☒ NO (If YES, please make sure that it is clearly marked for signatures and provide three (3) copies.)

IS THIS A BUSINESS IMPACT STATEMENT ☐ YES ☒ NO (If YES, Please contact District Attorney for guidance)

PLEASE NOTE: Any agenda request that does not provide the Board with adequate information prior to or during the scheduled meeting may have the agenda request tabled or dismissed.

LaCinda Elgan

Person submitting agenda request

Received by

date