City of Elko)		
County of Elko)		
State of Nevada)	SS	September 9, 2021

The City Council of the City of Elko, State of Nevada met for a special meeting beginning at 3:00 p.m., Thursday, September 9, 2021. The meeting was held at the Elko City Hall, 1751 College Avenue, Elko and via GoTo Meeting.

This meeting was called to order by Mayor Reece Keener. The public can participate in person, by phone, tablet, laptop, or computer by registering with the GoTo Meeting link provided in the agenda. Questions can be sent to cityclerk@elkocitynv.gov.

CALL TO ORDER

ROLL CALL

Council Present: Mayor Reece Keener

Councilwoman Mandy Simons

Councilman Chip Stone Councilman Clair Morris

Councilman Giovanni Puccinelli

City Staff Present: Curtis Calder, City Manager

Scott Wilkinson, Assistant City Manager

Kelly Wooldridge, City Clerk

Jan Baum, Financial Services Director Dennis Strickland, Public Works Director

Cathy Laughlin, City Planner Ty Trouten, Police Chief Dale Johnson, Utilities Director

DJ Smith, Computer Information Systems Coordinator

Diann Byington, Recording Secretary

PLEDGE OF ALLEGIANCE

COMMENTS BY THE GENERAL PUBLIC

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

Sheldon Hetzel, Bailey Homes, thanked Council for the opportunity to speak about the ARPA funding. There are lots of worthy causes that the money could be spent on but he hoped it would be used for something that can be used for generations to come. We may not have this opportunity for a long time, if ever. He came to speak about the housing industry. The corona virus has significantly impacted the housing industry. They have difficulty getting products and it nearly impossible to sign a contract to sell a home. The public is frustrated because of the time lead and

the pricing jumps. He felt there may be more of a housing issue than there is now. The long term consequences of COVID will be felt for a long while, with more people coming to Council asking for help long after this money has been spent. He would be in support of improving the infrastructure. They find it difficult to find property within the City that they can develop. That usually has to do with the availability of infrastructure. Right now there is a low cap on the infrastructure that only allows them to build to a certain elevation. We have talked about that for about a decade. The City just doesn't have the resources to provide that infrastructure. He encouraged the City looking at those kinds of investments. That will provide long-term connectivity. We need to get tanks and water lines in for that. It is beyond a housing issue. The hospital has run out of water more than once in the last year. The whole community would benefit from those types of infrastructure projects. Long-term planning of roadways can help with some of the congestion in town. There are Master Plan ideas that have been out there for a long time such as the Errecart roadway. These are all big number projects and he realizes this money will not take care of all of them but he is in support with that type of futuristic planning.

I. PUBLIC HEARINGS

A. Brief presentation regarding the Coronavirus State and Local Fiscal Recovery Fund (SLFRF) established under the American Rescue Plan Act (ARPA), and matters related thereto. **INFORMATION ONLY – ACTION WILL NOT BE TAKEN**

Jan Baum, Financial Director, gave a presentation. We will likely have grant applications and based on this meeting, we will start putting those together.

Mayor Keener asked when the applications are received and projects selected, will it go to the state for approval?

Ms. Baum answered no.

Mayor Keener asked if it would be up to us to make sure it was a qualifying project.

Ms. Baum answered yes. We need to remember that this is in response to the pandemic.

Curtis Calder, City Manager, said we need to be careful not to conflate the various government programs that are out there. As we discuss some of these infrastructure projects, some of these may qualify for speculative federal program dollars through the infrastructure legislation that is being discussed in Washington, D.C. Nothing is finalized on that but folks are speculating the State of Nevada is going to receive a large chunk of money specific to infrastructure. We want to be careful when we are prioritizing ARPA funds that we don't put something in the ARPA bucket when it could be paid for through the infrastructure bucket. We need to make sure we are in compliance with the federal funds because if we are not the Federal Government can come back on the backside of this project and say the project wasn't eligible and we have to pay them back. We don't want to be in that position. He gave a presentation. That will open up the discussion of other spending ideas. We will take notes as people bring up other ideas. As we have our second public hearing, we will refine and add to the ideas and put everything down that we can. Then it is a matter of people applying for funding and making sure it is eligible under ARPA.

Ester Quilici asked about when the application process will begin.

Mr. Calder answered they envision the application process beginning sometime after the second public hearing. We are looking at what the application process should look like, starting with what should the form look like. He anticipated there will be a draft application in the next 30 days for Council to approve. After that we will be ready to start taking applications.

B. Review, discussion, and possible action to prioritize eligible spending ideas, and matters related thereto. **FOR POSSIBLE ACTION**

According to the U.S. Department of the Treasury, eligible spending must fall into four (4) categories:

- 1. To respond to the COVID-19 public health emergency or its negative economic impacts;
- 2. To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to such eligible workers of the recipient, or by providing grants to eligible employers that have eligible workers who performed essential work;
- 3. For the provision of government services, to the extent of the reduction in revenue of such recipient due to the COVID–19 public health emergency, relative to revenues collected in the most recent full fiscal year of the recipient prior to the emergency; and
- 4. To make necessary investments in water, sewer, or broadband infrastructure.

Mr. Calder wanted to take public comments and get as many ideas as possible.

Sherman Hawkes and Tom Tipton, representing the Tipton Family Trust, stated they are the owner of 305 acres just west of the Hospital. They have been in conversation with the City for many years regarding a Right-of-Way easement going through the property. We have agreed to provide the ROW easement for Errecart Blvd. Recently they received a request from Mr. Wilkinson about providing an additional easement from the 5200 to the 5400 water zones. He has communicated back to him that they are in agreement of that as well. They are going to work with the City in the hopes that they will get that infrastructure in that property. They appreciate the opportunity to work with the City to prepare the easement. There was a sewer line that was necessary that may require another easement.

Scott Wilkinson, Assistant City Manager, answered yes, the 9th Street sewer line that was shown on the drawings he sent to them, but there was another private party that needed to be contacted. If the Council were to select this area as a possible project, there would be an agreement between the parties that would come back to Council for approval. All of the water projects that are presented require engineering and we are probably looking at \$1.5 million in engineering. We would have to get that done before we move out to bid the projects. That could take a year and another 2 years to complete the projects.

Mayor Keener asked if the engineering costs would be recoverable through the ARPA funding.

Mr. Wilkinson answered they thought it would be a necessary component of the project, and if the project is eligible then the engineering should be too.

Sheldon Hetzel, Bailey Homes, said there is an opportunity here. It is amazing to see how many neighbors have come together, prior to the ARPA funding happening. There have been a lot of ROW discussions and they have come together without knowing if there would ever be funding to make anything happen. It just so happens that they have all fallen in place right now at the same time the funding is coming together. He felt it would be a great time to seize the moment. There are multiple projects that would benefit the City. We have talked about the 5200 and 5400 elevations. Right now we are cut off at the 5200 elevation but there is a lot of ground that is above the 5200 elevation. Getting the water up there is huge. The hospital does need a second source of water. This could be a cost savings if we can invest right now and do these projects at the same time in the same trench.

Mayor Keener asked the new tank that is going in to the east of Lamoille Highway and will open up around 600 acres, is that sufficient to feed the property he has just south of NNRH.

Mr. Hetzel answered yes, he would get benefit there. The location of the tank falls outside the City on a piece of property they were struggling to get ROW access to. That recently became available now. All these roadblocks have opened up recently. This is a great opportunity. It is not just about us today but what can we do to help in to the future.

Mr. Wilkinson said our Utility Director put together a white paper that could be beneficial on this subject on that area of town to hear about how he has evaluated the 5400 and 5200 zones and how an extension to the 5600 zone helps tie and reinforce all the water infrastructure in that entire area. He felt that information would be beneficial. In 2012 the Council adopted a long-range planning document that is referenced and incorporated into our Master Plan by reference. This area was one of the priority areas that was identified in that plan, along with Exit 298. We have made substantial progress in implementing projects in those areas.

Mayor Keener agreed it would be great to hear that information at an upcoming meeting. After asking for public comments, he moved on to the next item.

NO ACTION

C. Presentation by Nevada Health Centers regarding a Community Behavioral Health Program Proposal, including a possible \$2,000,000 commitment of SLFRF to provide necessary funding through December 2024, and matters related thereto. **FOR POSSIBLE ACTION**

Walter Davis, CEO Nevada Health Centers, gave a presentation.

Steven Brotman, Director Behavioral Health Operations, Nevada Health Centers, continued with the presentation when the stream froze.

Christi Gunn, Clinical Director, Nevada Health Centers, continued with the presentation regarding behavioral health.

Mayor Keener thanked them for the presentation. He hears concerns frequently about behavioral health. Their group is trying to rise to the challenge. There is a big need in our community. This is listed as "For Possible Action" but he felt it was too preliminary right now to start prioritizing the projects.

Mr. Calder said this was put down as a starting point. We have been concerned about behavioral health in our community for quite some time, especially from a law enforcement standpoint. We wanted to get that number out there. We don't have the application process figured out yet. He suggested talking to the hospital about inpatient needs and see if they are willing to provide that service.

Councilman Stone stated mental health is huge, especially with COVID. It has exploded because of COVID and having to stay home. He agreed with talking to the hospital about mental health care.

Councilman Morris agreed that we need to get the hospital on board with this.

Councilwoman Simons said Nevada Health Centers charges on a sliding scale and the hospital charges a lot of money for their services. We need the services and the folks that need it don't have the money to spend at the hospital. We need to be careful there and look closer at it.

NO ACTION

D. Review, discussion, and consideration of a proposal from the Boys & Girls Clubs of Elko for a \$400,000 commitment of SLFRF towards a Childcare Center Renovation Project, and matters related thereto. **FOR POSSIBLE ACTION**

A copy of the proposal has been included in the agenda packet for review. CC

Mr. Calder said the request was received over a month ago but we weren't ready to discuss it. He invited Rusty to come and speak about this.

Rusty Bahr, Boys and Girls Club, spoke about his request. They are looking to expand their services to include childcare by adding to their facility. We are in a state of childcare crisis. They do qualify for the assistance. They hope to open their new centers by May 2022. They will have infants all the way up to 18 years old. They are asking for \$400,000 to complete the City facility. When the application process is out they will be the first to bring their application in and be ready to go.

NO ACTION

E. Review, discussion, and consideration of various requests from various local non-profit organizations, including possible determinations regarding funding eligibility, and matters related thereto. **FOR POSSIBLE ACTION**

Several non-profit organizations have inquired about possible ARPA funding, including:

- Western Folklife Center
- Friends In Service Helping (FISH)
- Local Area Shelter Support Organization (LASSO)
- Family Resource Center
- Igloo
- Elko Institute for Academic Achievement (EIAA)

Staff is requesting direction with regard to eligibility and funding amounts. CC

Ashlyn Greener, Family Resource Center, handed out some paperwork (Exhibit "A") and spoke about what their application request will include.

Jon Griggs, Western Folklife Center, stated they were not able to hold the gathering this year. It has been tough on all of us and the center. They have been able to keep the doors open and the staff employed by dipping into our endowment. That is supposed to be investment income. They suffered a significant loss that will be included in their application, north of \$364,576 (approx.). We are right in the middle of planning the 38th National Cowboy Poetry Gathering for January 24th through 29th.

Matt Burwell, Igloo Recreation Center, said they are in the process of building a refrigerated ice rink so we can grow the sport of hockey and all the other sporting events that go on in their facility. The pandemic has slowed their progress. They have suffered some lost revenue due to COVID. He hoped the City would consider their request and deem it eligible. He also wondered if the water and sewer upgrades they are required to do at their facility would be eligible for the funding. He estimated they lost about \$10,000 from cancelling fund raisers. The water/sewer infrastructure would cost another \$40,000. He felt it would be easy to justify the numbers for the application.

Mr. Calder explained LASSO lost the ability to fund raise over the last year or so. Their application will include a loss number of roughly \$20,000. LASSO could always use more money and if they could qualify for more it would be put right back into the Animal Shelter to pay for the spay and neuters.

Councilman Stone asked about opening up the grants to more than just non-profit organizations, such as local small businesses.

Mr. Calder answered there are programs we can work with through ARPA for private businesses but they are probably a bit different. The County had a program through CARES Act funding. ARPA highlights grants to businesses to provide for folks that were essential workers and could be eligible for premium pay. It will be hard to determine who would be eligible for premium pay.

Jan Baum, Financial Director, said it is not limited to just non-profits. Businesses and households as well. There is a lot of literature in there about tourism and restaurants.

Councilman Stone didn't want to make the application so rigorous that it is too difficult for people to apply. We need to keep it simple.

Mayor Keener wanted to see a question on the application asking if any funds were received by that organization and from who.

Councilwoman Simons discussed her options for project priorities.

Councilmen Stone and Morris wanted to see the applications before they define priorities.

Councilman Puccinelli said there are a lot of things to look at. He has his ideas of where the money should go first but everything deserves to be looked at.

Mr. Calder offered everyone a chance to look at the large list of rules. There is a theme as to what the money should be spent on. Elko has survived the pandemic a lot better than other communities. These rules were written for communities that had huge economic shutdowns and had a lot of fallout from it. We were impacted, there is no question, but we didn't have the same impact as many other communities. Since we have this money, let's do some go with it. He felt we should invest in legacy projects.

Scott Gavorsky, Gavorsky Consulting Nevada Recovers, said he is working with the state team of the Nevada Recovers Project, which is dealing with the state local funds. They have a survey and website in progress, NevadaRecovers.com. One of the goals of that is the State level funding to collect both ideas from communities about prioritization of funds, and ideas from citizens. The City can submit their ideas to the website. The idea is that as the state projects go forward, we will start identifying some synergies between communities.

NO ACTION

COMMENTS BY THE GENERAL PUBLIC

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

There were no public comments.

nere being no further business, Mayor Reece Keener adjourned the meeting.					
Mayor Reece Keener	Kelly Wooldridge, City Clerk				

Family Resource Centers of Northeastern Nevada

ARAP Funding Proposal

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Family Resource Centers of Northeastern Nevada Profit & Loss Prev Year Comparison YTD July 2020 through June 2021

	Jul '20 - Jun 21	Jul '19 - Jun 20
Ordinary Income/Expense		
Income 4000 · Earned/Unrestricted Income 4020 · Rental Income	16,796.00	14,369.50
4000 · Earned/Unrestricted Income - Other	0.00	5.00
Total 4000 · Earned/Unrestricted Income	28,545.00	30,693.30
4030 · Rewards income	404.26	1,066.24
4060 · Investment Income 4062 · Interest Income	23.97	127.09
4060 · Investment Income - Other	0.46	0.00
Total 4060 · Investment Income	24.43	127.09
4110 · Grant Income 4340 · Direct Public/Community Support	451,518.49	420,696.54
4	and described to the	
4345 · General Contributions	3,419.20	1.726.21
Total 4340 · Direct Public/Community Support	21,586.57	36,941.56
Total Income	502,078.75	489,524.73
Gross Profit	502,078.75	489,524.73
Expense 6010 · General Expenses		
6010.02 · Background Check	311.00	170.50
6010.06 · Credit Card Fees	44.01	51.39
6010.10 · Bank Fees	0.00	0.00
6010.16 · Dues/Memberships/Subscriptions	2,555.63	2,132.31
6010.19 · Meals & Entertaining	651.89	415.28
Total 6010 · General Expenses	3,562.53	2,769.48
6030 · Advertising 6130 · Communications	3,816.39	5,549.91
6130.02 · Telephone	9,374.52	10,225.75
6130.03 · Misc Communications	1,035.44	0.00
Total 6130 · Communications	10,409.96	10,225.75
6140 · Occupancy 6140.01 · Janitorial	8,400.00	8,400.00
Total 6140 · Occupancy	8,400.00	8,400.00
6141 · Utilities		
6141.03 · Electric Expenses	3,660.31	4,471.00
6141.04 · Garbage	466.41	451.20
6141.05 · Natural Gas 6140.06 · Water/Sewer	2,278.07 4,375.39	2,666.74 4,152.66
Total 6141 · Utilities	10,780.18	11,741.60
6150 · Depreciation Expense	0.00	19,337.21
6155 · Direct Services	11,560.32	15,917.43
6158 · Fundraising Expense 6158.01 · Puppy Love	3,732.59	10,490.97
Total 6158 · Fundraising Expense	3,732.59	10,490.97
6170 · Equipment 6170.04 · Equip Rental, Repairs & Mainten	332.50	600.00
• • • •		
Total 6170 · Equipment	332.50	600.00
6210 · Contract Services 6210.01 · Accounting Services	14,825.00	20,609.75
Total 6210 · Contract Services	14,825.00	20,609.75

Family Resource Centers of Northeastern Nevada Profit & Loss Prev Year Comparison YTD July 2020 through June 2021

	Jul '20 - Jun 21	Jul '19 - Jun 20
6300 · Repairs and Maintenance	3,439.85	4,720.92
6350 · Travel	3,121.70	1,083,56
6360 · Training & Seminars	1,598.81	1,624.00
6370 · Indirect Cost Allocations	0.00	0.00
6500 · Supplies		
6500.02 Postage, Mailing Service	944.31	1,309.09
6500.04 · Printing and Copying	3,183.81	3,378.88
6500.06 · Office Supplies	1,993.28	1,425.72
6500.08 · Misc. Supplies	383.92	1,293.95
6500.10 · Incentives	7,475.43	1,851.94
6500.12 · Program Specific Supplies	3,535.04	1,481.29
Total 6500 · Supplies	17,515.79	10,740.87
6510 · Insurance		
6510.02 · Insurance - Liability, D and O	973.00	954.00
6510.06 · Liability	9,592.00	5,681.00
Total 6510 · Insurance	10,565.00	6,635.00
6750 · Administrative Costs	1.29	100.00
6760 · Payroll Expenses		
6760.02 · Salaries & Wages	301,666.54	285,382.30
6760.03 · PTO (Vacation)	14,050.52	25,313.96
6760.04 ⋅ Payroll Taxes	26,254.08	26,427.74
6760.05 · Work Comp	2,575.37	2,598.36
6760.06 · Group Health Aspen	2,486.67	3,489.46
6760 · Payroll Expenses - Other	0.00	0.00
Total 6760 · Payroll Expenses	347,033.18	343,211.82
6780 · Interest Expense	13,263.79	15,422.06
Total Expense	463,958.88	489,180.33
Net Ordinary Income	38,119.87	344.40
Net Income	38,119.87	344.40



SIMPLICIT STATEMENT OF WORK

This Statement of Work defines the scope of services to be provided to Client under the Master Client Services Agreement (the "Master Agreement").

Initials	Service Plan	Monthly Fee	Initials	Sen	vice Plan	Monthly Fee
	SimplicIT Platinum	\$517.72		SimplicIT (Guard-IT	Included
\boxtimes	SimplicIT DataSafe	Included				
Initial onboard	ing is \$517.72					
The following no	umber of file servers, network	devices and loca	itions are for r	eference only:		
1 Servers	12 Network Devices (switc	hes, firewalls, et	c.) 1 Lo	cations	12 End User Devices	10 Phones

SimplicIT ("Company") will provide outsourced IT services according to the plan(s) the Client selects, above.

The Monthly Fee(s) is/are based upon the number of servers, network devices, locations and users (collectively, "Parameters") described above. Modifications to the Parameters may result in increased fees under this Statement of Work.

Additional descriptions of the standard service plans may be found in the SimplicIT Scope of Services document ("Scope of Services"), attached to the Master Agreement and for which Client hereby acknowledges receipt.

1. CLIENT OBLIGATIONS.

- a) Client shall notify Company of equipment failure and shall cooperate with and provide qualified Company personnel full and free access to the equipment listed in the SimplicIT Managed Services Equipment Table(s), or subsequently added through an additional Statement of Work.
- b) Client shall reasonably assist Company in determining the exact source and nature of the problem by running such diagnostics or other procedures requested by Company prior to a service technician being sent.
- c) Client is responsible for performing the steps involved in the daily tape backup rotation as documented by the SimplicIT Tape Backup Procedures. This includes the off-site storage of original backup media. If Client subscribes to the SimplicIT DataSafe for complete system backup, these responsibilities are considered met.
- 2. TERM; TERMINATION. The term (the "Term") of this Statement of Work shall begin on the Effective Date found in the signature block at the end of this document, and continue for a five (5) year period. The term of this Statement of Work shall automatically renew for successive one year periods unless otherwise terminated pursuant to the Master Agreement.
- SERVICE LEVELS. The service levels to be provided to Client for the services indicated in this Statement of Work shall be as defined in the Scope of Services.
- 4. EXCLUSIONS TO SERVICES. The following services are specifically not included as part of the SimplicIT service program. This list is descriptive only and is not intended to limit those items which are excluded:
 - a. Major system changes or upgrades such as but not limited to: Server replacement, OS upgrade/replacement, re-location of equipment to a new physical address, addition of remote locations, email upgrade/replacement, installation of new printers, or any other projects that are not considered a "maintenance, administration or support" type service.
 - b. Application programming, modifications, or design work.
 - c. All third party vendor connections or system/device connections.
 - d. Mobile device support (i.e. Apple iPhone, Windows Mobile, iPad, or similar devices) is limited to connecting the device to Exchange server via ActiveSync or. Support may be provided under a custom provision which would be noted as an attachment to this addendum.

- e. Services required that are a direct result of the Client modifying or changing the configuration of the equipment covered. An example may be an end user changing internet browsers from the established standard and then losing Internet connectivity; the repair is not covered under the scope of this Statement of Work and would be billable at the Company's current hourly rates. In its sole discretion, Company will determine if the service required was a result of Client modification or error and whether the incident is excluded from the Schedule coverage.
- 5. WORK BY OTHERS. If any service work is performed by others during the period of this Statement of Work on equipment defined in the SimplicIT Managed Services Equipment Table(s), or subsequently added through a SimplicIT Service Agreement Amendment, without pre-approval of Company, or if Client shall move the equipment from its installed location without the pre-approval of Company, Client shall pay any reasonable amounts incurred by Company to bring the equipment back into conformance with the equipment or network specifications. Likewise, except as otherwise specifically provided in the Agreement, Company shall have no obligation to reimburse Client for any costs associated with any service work performed by parties other than Company.
- SCOPE OF SERVICES. Company's Services under this Statement of Work shall not include labor due to (i) modifications, relocation or reinstallation by anyone other than Company or without Company supervision or written approval; (ii) the use of supplies other than those recommended or industry recognized equivalents; or (iii) unusual shock or electrical damage, accident, fire or water damage, neglect, air conditioning failure, humidity control failure, a corrosive atmosphere harmful to electronic circuitry, damage during transportation or causes other than from ordinary use. If Services are required as a result of any of the causes described above, such Services will be offered at Company's then current applicable rates. Likewise, this Agreement shall not include, unless otherwise specifically stated, any software including, but not limited to, application programs, network design, databases, files, source code, object code or Client's proprietary data, or any support, configuration, upgrade, installation or reinstallation thereof.
- 7. EQUIPMENT ELIGIBILITY. Only the equipment listed in the SimplicIT Managed Services Equipment Table(s), attached hereto, and incorporated herein by reference, or subsequently added through a SimplicIT Service Agreement Amendment is eligible to be covered under this Schedule. Additionally, all equipment listed in the SimplicIT

Client Initials		



SIMPLICIT STATEMENT OF WORK

Maintenance Support Equipment Table(s), or subsequently added through a SimplicIT Service Agreement Amendment must:

- Be attached to a power surge protection device which has been approved by Company.
- Be in good operating condition as determined by Company as of the beginning date of this Schedule.
- c. Products with original manufacturing dates 36 months prior to the start date of this SimplicIT Agreement are excluded from inclusion of coverage unless it is agreed that the unit will be "lifecycle" replaced within six months from the inception of the agreement. This exception will be provided in writing and in the event the unit is not lifecycle replaced within six months any services performed on the products included in the exception list shall become billable and payment for services performed shall be due upon the terms and conditions set forth in the Master Agreement.

At the option of Company, this Schedule shall not become effective until Company has verified by inspection that all equipment listed in the SimplicIT Maintenance Support Equipment Table(s), or subsequently added through an agreement amendment meets all of the above requirements.

- **8. CLIENT'S RESPONSIBILITIES.** The following are the sole responsibility of the Client:
 - a. If Client does not subscribe to the SimplicIT DataSafe program, then at its sole expense, Client shall: (i) ensure the timely backup, removal, protection, and restoration, of any programs, data and removable storage media on all file servers, workstations or other computing devices, and ensure the data integrity of the backups. Company is not responsible for corrupt, inaccurate configuration, lost, damaged or unrecoverable media errors.
 - b. If the Client does subscribe to the SimplicIT DataSafe program, then Company will make every reasonable effort to backup Client data to a secure, offsite location each business day via the Client's internet connection. The Company and Client will agree to a list of directories containing data to be backed up, along with any other specific data (i.e., Active Directory, system state, etc). This list will be documented and approved by Client in writing.

- Any changes to the backup selection must be documented and approved by Client in writing. Company is not responsible for corrupt, inaccurate configuration, lost, damaged or unrecoverable media errors, or backup failures.
- Provide Company remote connectivity to Client's network via a fulltime internet connection for the purpose of remote management and host monitor reporting.
- Additions, modifications, or other changes to the Client's network environment must be pre-approved by Company prior to implementation.
- e. Client is required to maintain a suitable firewall to protect from security threats via the Internet.
- f. Client is required to have installed an up-to-date version of SimplicIT Endpoint Security (as defined in the Scope of Services) or Sophos Endpoint Protection on all computers to protect from virus, malware and Trojan security threats.
- 9. ACH Payment. Client acknowledges and agrees that Company shall be permitted to debit Client's designated bank account on a monthly basis to pay all Fees and costs accrued and due to Company for the Services. Client shall promptly complete an ACH authorization form to establish Company's ability to access Client's designated account. Client hereby agrees to grant Company, on a continuing and uninterrupted basis, access to Company's designated ACH account for the purpose of ensuring that Company's Fees and costs are paid timely and in full.
- HOURLY SERVICE RATES. The following are the hourly service rates charged by Company:

Senior Partner \$ 250
Project Manager/Consultant \$ 195
Application Developer \$ 195
Network Engineers \$ 155
Report Writing/Junior Application Developer \$ 135

11. TRANSITION. Upon termination or expiration of this Statement of Work, Company will assist Client in the orderly termination of services, including timely transfer of the services to another designated provider, upon the terms and conditions as set forth in the Master Agreement. Client agrees to pay Company the actual costs of rendering such assistance.

This Statement of Work is subject to and governed by the Master Agreement, and once executed by both parties, shall automatically be incorporated into, and become a part of, the Master Agreement. This Statement of Work shall not be effective until signed and dated by a duly authorized representative of Company. By signing this Statement of Work, the parties agree to all terms, conditions and covenants contained herein and that they are authorized to make such decisions for their respective organizations.

Company: SIMPLICIT	Client:
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:

ES00374

DESERT DESIGN 220 IDAHO ST. ELKO, NV 89801

Telephone: 775-777-3705 Fax: 775-777-7974

QUOTE

Sold To

FAMILY RESOURCE CENTER
331 SEVENTH ST.
ELKO, NV 89801

Ship To

Quote Date 09/22/20	6	Main Home PO Numb MAIN OFF		Quote Number ES003749	
Inventory	Style/Item	Color/Description	Quantity U	nits Price	Extension
LVT UNREFERENC D	LVT UNREFERENCE DE	D SEE NOTES	3,101.84 SF	3.19	9,894.87
Encore Color: 53.48 Produc Produc	12 5M300 to be determine sq ft per carton t for quotes purt to be installe main cubicle ar	poses. d on outside lobby, inside lobby,	office 1, office	2, office	
SHAW 4100	SHAW 4100 RESILIE GAL VE FOR GLUE DOWN	NT ADHESIVE 4 N/A	5.00 EA	140.23	701.15
CHARGE	R& R GLUE DOWN C	CARPET ISPOSE EXISTING CARPET.	3,101.84 SF	0.30	930.55
CHARGE	INSTALL LVT FOR LVP INSTALL	ATION.	3,101.84 SF	2.60	8,064.78
DAPWEB95 PRODUC	WEBCRETE 95 T USED TO PATCH .	NONE AND LEVEL SUBFLOOR PRIOR TO INSTA	10.00 EA LLATION OF NEW PR		277.30
profes	sional. Any Add	(HOURLY CHARGE) rge for preparation of sub flood ditional preparation that is ne we to be approved by the custom	eded at time of	y sales	1,750.00
ACM PRODUC	ACOUSTIC MOLDING	TO BE DETERMINED TRANSITIONS TO EXISTING FLOORING.	3.00 PC	43.66	130.98
– 09/29/20 - Sales Repre TERESA LL DEMETRIA	esentative(s): JJAN	en e	Miss	Material: Service:	1:48PM 11,745.36 11,249.33
Customer is	s responsible for ren	noving all furniture, appliances, and sciffed above. Desert Design is not		Sales Tax: Misc. Tax:	833.92 0.00
responsible for 30 days	for reconnecting wa	ater or gas lines. Quotes are only good	OHOT	***************************************	\$23,828.61

DESERT DESIGN 220 IDAHO ST. **ELKO, NV 89801**

Telephone: 775-777-3705 Fax: 775-777-7974

QUOTE

Sold To

FAMILY RESOURCE CENTER 331 SEVENTH ST. ELKO, NV 89801

Ship To

FAMILY RESOURCE CENTER 331 SEVENTH ST. ELKO, NV 89801

Quote Date

09/22/20

Main: Home

PO Number

MAIN OFFICE AND CUBIC

Quote Number

ES003749

Inventory

Style/Item

Color/Description

Quantity Units

Price Extension

ANY ADDITIONAL LABOR OR MATERIAL NEEDED WILL BE CHARGED TO CUSTOMER VIA CHANGE ORDER.

CUSTOMER IS RESPONSIBLE FOR REMOVING ALL FURNITURE, APPLIANCES AND PERSONAL BELONGINGS PRIOR TO START OF PROJECT.

ELECTRONICS WILL NOT BE HANDLES BY DESERT DESIGN PERSONNEL.

QUOTE DOES NOT INCLUDE MOVING OF ANY OFFICE FURNITURE INCLUDING CUBICLES.

THIS ESTIMATE IS ASSUMING THAT THE SUB-FLOOR IS IN GOOD CONDITION AND IS NOT IN NEED OF REPAIR. IF EXISTING FLOORING IS REMOVED AND SUBFLOOR CONDITION IS RE-EVALUATED AND FOUND IN NEED OF REPAIR, CUSTOMER WILL BE PROVIDED WITH CHANGE ORDER INFORMATION. AN APPROVAL WILL BE NEEDED PRIOR TO BEGINNING THIS ADDITIONAL WORK

THIS QUOTE IS BASED ON A POPULAR PRODUCT IN ITS CATEGORY IN THE EVENT CLIENTS ARE UNABLE TO MAKE SELECTIONS PRIOR TO THE DELIVERY OF THEIR QUOTE. CONSULTANTS CHOICES ARE BASED ON CONVERSATIONS WITH CLIENTS IN REGARDS TO THEIR NEEDS, AND PRODUCT SELECTIONS ARE MADE FOR QUOTING PURPOSES ONLY UNTIL FINAL SELECTIONS ARE CONFIRMED AND SIGNED FOR. PRICING MAY CHANGE BASED ON CLIENTS FINAL CHOICE.

ANY ADDITIONAL LABOR OR MATERIAL NEEDED WILL BE CHARGED TO CUSTOMER VIA CHANGE ORDER.

**NV Lic. #0065908, 0065911, 0065914, 0076066 ** A 25% minimum re-stock fee will be applied to all materials ordered, if order is cancelled. Shipping may also apply.

-09/29/20Sales Representative(s):

TERESA LUJAN

DEMETRIA GORDON

Customer is responsible for removing all furniture, appliances, and personal belongings unless specified above. Desert Design is not responsible for reconnecting water or gas lines. Quotes are only good for 30 days.

1:48PM -

Material: 11,745.36

Service:

11,249.33

Misc. Charges:

0.00

Sales Tax:

833.92

Misc. Tax:

0.00

QUOTE TOTAL:

\$23,828.61

Page 2

ES003749

DESERT DESIGN 220 IDAHO ST. ELKO, NV 89801

Telephone: 775-777-3705 Fax: 775-777-7974

QUOTE

Sold To

FAMILY RESOURCE CENTER 331 SEVENTH ST. ELKO, NV 89801

Ship To

09/22/20		Main/Hom	PO Number MAIN OFFICE AN	ID CUBIC	Quote Nur ES003749		
Inventory	Style/Item	<u> </u>	Color/Description	Quantity U	nits	Price	Extension
4" COVE BASE PRODUCT	120LF/ROLL		TO BE DETERMINED HE EDGE OF NEW LVP BY WALL BASE	480.00 LF		1.23	590.40
FUSION X ADHESIV	FUSION X COVE E E FOR COVE BAS	BASE ADHESIV		12.00 EA	4	5.93	71.16
TRAN CAULK PRODUCT	INSTALL COVE BA TRANSLUCENT CA TO BE USED ON	NULK	TO BE DETERMINED OUTSIDE LOBBY.	480.00 LF 10.00 EA		1.05 7.95	504.00 79.50

- 09/29/20		
Sales Representative(s):	Material:	1:48PM 11,745.36
TERESA LUJAN	Service:	11,249.33
DEMETRIA GORDON	Misc. Charges:	0.00
Customer is responsible for removing all furniture, appliances, and	Sales Tax:	833.92
personal belongings unless specified above. Desert Design is not responsible for reconnecting water or gas lines. Quotes are only good	Misc. Tax:	0.00
for 30 days.	QUOTE TOTAL:	\$23,828.61

DESERT DESIGN 220 IDAHO ST.

ELKO, NV 89801 Telephone: 775-777-3705 Fax: 775-777-7974

ES003752

QUOTE

Sold To **FAMILY RESOURCE CENTER** 331 SEVENTH ST. ELKO, NV 89801

Ship To

09/23/20				5003752	
Inventory	Style/Item	Color/Description	Quantity Unit	s Price	Extension
LVT UNREFEREN D	LVT UNREFERENCED CE	SEE NOTES	1,925.00 SF	3.19	6,140.75
Style High P	t for quote purposes. Synthesis 5M305 erformance Luxury Vinyl Plan ft per carton	k (direct glue)			
###700 FLOOR	IMPERIAL REDUCER 5/16" 12' LENGTHS TRANSITIONS	TO BE DETERMINED	4.00 EA	22.20	88.88
###-5-GR NEW BA	4 1/2" RUBBER COVE BASE(PREMIUM EDGE) 100" ROLL SE FOR WALLS	TO BE DETERMINED	300.00 LF	1.18	354.00
	R&RVCT		1,925.00 SF	1.75	3,368.7
	INSTALL LVT INSTALL COVE BASE		1,925.00 SF 300.00 LF	2.60 1.05	5,005.0 315.0
DAPWEB95 PRODUC	WEBCRETE 95 T USED TO PATCH AND LEVEL SU	NONE BFLOOR PRIOR TO INSTALI	8.00 EA	27.73	221.8
profes	NECESSARY PREP (HOURLY CHARG ated hourly charge for prep ssional. Any Additional pre- llation will have to be app	paration of sub floor paration that is need	ded at time of	70.00 sales	1,120,00
	REQUIRED TO PREP FLOOR FOR LATION	NEW PRODUCT AND ROLL	SURFACE AFTER		
- 09/29/20 -		4. 4.			1:50PM -
Sales Repre	esentative(s):			Material:	7,772.20
TERESA LL	JJAN			Service:	9,978.7
KAYLA SIM	ONS		Misc. (Charges:	0.0
Customer i	s responsible for removing all furnit	ure, appliances, and	Sa	ales Tax:	551.8
personal be	elongings unless specified above. Defor reconnecting water or gas lines	esert Design is not	М	isc. Tax:	0.0
for 30 days		- F	QUOTE		18,302.7

DESERT DESIGN 220 IDAHO ST. ELKO, NV 89801

Telephone: 775-777-3705 Fax: 775-777-7974

QUOTE

Sold To

FAMILY RESOURCE CENTER 331 SEVENTH ST. ELKO, NV 89801

Ship To

Quote Date		Main:Home		PO Nu	PO Number		Quote Number		
09/23/20				MULTI	PURPOSE ROOF	Λ	ES003	752	
Inventory	Style/Item		(Color/Description	Quar	tity	Units	Price	Extension
SHAW 4100 ADHESI	SHAW 4100 RESIL GAL VE FOR GLUE DOV		4 N	VA	;	3.00	EA	283.67	851.01
FOR REI	PANTHER (DAILY MOVAL OF VCT	CHARGE)			:	2.00	EA	85.00	170.00
FUSION X ADHESI	FUSION X COVE I		١	IONE	(5.00	EA	6.05	36.30
TRAN CAULK	TRANSLUCENT C.		٦	O BE DETERMINED	10	0.00	EA	7.95	79.50

- 09/29/20		- 1:50PM -
Sales Representative(s):	Material:	7,772.20
TERESA LUJAN	Service:	9,978.75
KAYLA SIMONS	Misc. Charges:	0.00
Customer is responsible for removing all furniture, appliances, and personal belongings unless specified above. Desert Design is not responsible for reconnecting water or gas lines. Quotes are only good	Sales Tax: Misc. Tax:	551.83 0.00
for 30 days.	QUOTE TOTAL:	\$18,302.78

DESERT DESIGN 220 IDAHO ST. ELKO, NV 89801

Telephone: 775-777-3705 Fax: 775-777-7974

ES003752

Price Extension

QUOTE

Sold To
FAMILY RESOURCE CENTER
331 SEVENTH ST.
ELKO, NV 89801

Style/Item

Inventory

Ship To

FAMILY RESOURCE CENTER 331 SEVENTH ST. ELKO, NV 89801

Quantity Units

Quote DateMain/HomePO NumberQuote Number09/23/20MULTIPURPOSE ROOMES003752

Color/Description

ANY ADDITIONAL LABOR OR MATERIAL NEEDED WILL BE CHARGED TO CUSTOMER VIA CHANGE ORDER.

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ELECTRONICS WILL NOT BE HANDLES BY DESERT DESIGN PERSONNEL.

QUOTE DOES NOT INCLUDE MOVING OF ANY OFFICE FURNITURE INCLUDING CUBICLES.

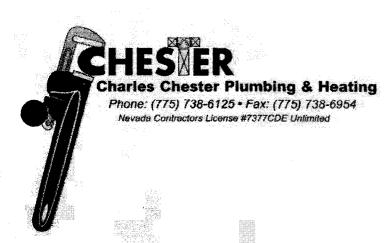
THIS ESTIMATE IS ASSUMING THAT THE SUB-FLOOR IS IN GOOD CONDITION AND IS NOT IN NEED OF REPAIR. IF EXISTING FLOORING IS REMOVED AND SUBFLOOR CONDITION IS RE-EVALUATED AND FOUND IN NEED OF REPAIR, CUSTOMER WILL BE PROVIDED WITH CHANGE ORDER INFORMATION. AN APPROVAL WILL BE NEEDED PRIOR TO BEGINNING THIS ADDITIONAL WORK.

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ANY ADDITIONAL LABOR OR MATERIAL NEEDED WILL BE CHARGED TO CUSTOMER VIA CHANGE ORDER.

**NV Lic. #0065908, 0065911, 0065914, 0076066 ** A 25% minimum re-stock fee will be applied to all materials ordered, if order is cancelled. Shipping may also apply.

-09/29/20 -1:50PM -Sales Representative(s): Material: 7,772.20 Service: 9,978.75 TERESA LUJAN Misc. Charges: 0.00 **KAYLA SIMONS** Sales Tax: 551.83 Customer is responsible for removing all furniture, appliances, and Misc. Tax: 0.00 personal belongings unless specified above. Desert Design is not responsible for reconnecting water or gas lines. Quotes are only good for 30 days. QUOTE TOTAL: \$18,302.78



To Whom It May Concern,

Thanks for reaching out to us to give you an approximate price for replacement of your HVAC Units

Chester Plumbing and Heating has been working on the HVAC units for the Family Resource Center in Elko Nevada for over 20 years

When looking at a total replacement for all HVAC units and curbs, we would estimate the cost to be at least fifty thousand dollars (\$50,000).

This would be to replace the HVAC Rooftop Units and Curbs for the Elko Family Resource Center.

If you have any questions, please call our office.

Thank

Chase Johnson

Estimator

This is not a proposal but an estimate of what Chester Plumbing believes the cost to be around***



9/9/2021

Family Resource Center Ashlyn Greener 331 7th Street Elko, NV 89801

Dear Ashlyn,

This is to provide a rough quote on what it would take to build walls, doors, drywall, trim, paint, and hardware in existing space for (6) offices. \$70,000.00

Note: This is without any plans or specs provided.

Thank you,

Dusty Shipp

Owner



Koinonia Construction Inc. 521 Mountain City Hwy #4 Elko, NV 89801

Luke Fitzgerald (775) 303-8492 NV Lic. #82378 - Bid Limit \$2,200,000 NV Lic. #82497 - Bid Limit \$200,000 NV Lic. #82498 - Bid Limit \$200,000

Droi	ioct	Name:
FIU	ECL	Hallie.

Family Resource Center Remodel

Date: 09/09/2021

Project

Location:

331 7th St. Elko, NV 89801

Project Manager

<u>Customer</u>

Name:

Luke Fitzgerald

Name:

Ashlyn Greener

Phone:

(775) 303-8492

Phone:

(775) 397-3014

Email:

elkoluke@gmail.com

Email: director@elkofrc.org

Scope of Work

1. Build a family style bathroom inside the Family Resource Center

Not Included:

TBD

Company Proposals:



Koinonia Construction will perform work in a professional quality workmanship manner.

Total Bid: \$49,375.00

50% of total bid due at execution of this contract & the remaining 50% due within 30

days of completion.

Bid valid through: 09/25/2021

List of Subcontractors

(Sub-Contractors listed below have the right to lien if not paid per NRS-108)

NA

List of Suppliers

TBD

Residential Recovery Fund

Payment may be available from the Recovery Fund if you are damaged financially by a project performed on your residence pursuant to a contract, including construction, remodeling, repair or other improvements, and the damage resulted from certain specified violations of Nevada law by a contractor licensed in this State. To obtain information relating to the Recovery Fund and filing a claim for recovery from the Recovery Fund, you may contact the State Contractors' Board at the following locations:

State Contractors' Board

9670 Gateway Drive, Suite 100 Reno, Nevada 89521 Telephone number: (775) 688-1141

State Contractors' Board

2310 Corporate Circle, Suite 200 Henderson, Nevada 89074 Telephone number: (702) 486-1100

Notice of Right to Lien

To:

Name:

Ashlyn Greener

Address:



Email: director@elkofrc.org

This is not a notice that the undersigned has not been or does not expect to be paid, but a notice required by law that the undersigned may, at a future date, record a notice of lien as provided by law against the property if the undersigned is not paid.

Notice to Owner

Pursuant to NRS 108.221 through 108.246 inclusively; a contractor, subcontractor, laborer, supplier of materials or other person or entity who:

- 1. Performs work or furnishes materials of the value of \$500.00 or more to improve the value of your property; and
- 2. is not paid for the work or materials,

has the right to place a lien on your property on which the work was performed and to sue you in court to obtain payment.

This means that after a court hearing, your property could be sold by an officer of the court and the proceeds of the sale used to satisfy the amount you owe. If you did not ask for and receive releases of liens from the contractors' subcontractors, laborers or suppliers of materials, a lien may be placed on your property or you may be sued even if you have paid your contractor in full.

To preserve their right to file a claim or lien against your property, certain claimants, such as subcontractors, laborers and suppliers of materials, are each required to provide you with a document called a "preliminary" or "pre-lien" notice. A preliminary or pre-lien notice is not a lien against your property. Its purpose is to notify you regarding persons or entities who may have a right to file a lien or claim against your property if they are not paid. To perfect their lien rights, contractors, subcontractors, laborers and suppliers of materials must file mechanics' liens with the county recorder, which then become recorded liens against your property. Generally, the maximum time allowed for filing a mechanics' lien against your property is 90 days after substantial completion of your project.

TO ENSURE EXTRA PROTECTION FOR YOURSELF AND YOUR PROPERTY, YOU MAY WISH TO TAKE ONE OR MORE OF THE FOLLOWING STEPS:

1. Request that your contractor supply you with a payment and performance bond, which guarantees completion of your project and payment of the subcontractors, laborers and suppliers of materials who work on the project. This payment and performance bond is different from the surety bond that a contractor must file for licensure pursuant to NRS 624.270. A payment and performance bond provides that if the contractor does not complete the project, the bonding company will pay damages up to the amount of the bond. This payment and performance bond, as well as a copy of the construction contract, should be filed with the county recorder for your further protection. There is a fee for a payment and performance bond. This fee is usually equal to between 1 and 6 percent of the amount



of the contract, depending on the ability of the contractor to be bonded.

- 2. Require that payments be made directly to subcontractors, laborers and suppliers of materials through a mechanism that controls payment for construction. In the area in which you live, services to control the funding of your project may be available, for a fee, to control payment of your contractor by the use of vouchers or other means. These services may also provide you with waivers of liens and other forms of protection.
- 3. Issue joint checks for payment, made payable to both your contractor and the subcontractors, laborers and suppliers of materials who were involved in the project or portion of the project for which payment is due and who sent a preliminary or prelien notice to you. Those persons or entities have indicated that they may have the right to place a lien on your property, and therefore you need to protect yourself. Making checks jointly payable will help to ensure that all person's due payment is actually paid.
- 4. Require your contractor to provide you with unconditional "waiver and release" (lien release) forms so that when you make a payment on any completed phase of your project, each subcontractor, laborer and supplier of materials involved in that portion of the work for which the payment was made can sign the waiver and release forms. This protects you from liability to them for work for which they have already been paid.

Koinonia Construction will provide Unconditional Waiver and Release forms to Customers upon request.

In regard to projects involving improvements to a single-family residence or a duplex owned by an individual, the persons signing these releases lose their right to file a mechanics' lien against your property. In regard to other types of projects, obtaining such releases may still be important, but may not provide complete protection.

To protect yourself by use of a waiver and release form, you must be certain that all subcontractors, laborers and suppliers of materials who work on your project sign a waiver and release form. If a mechanics' lien has already been filed against your property, in most cases the lien can only be released voluntarily by a recorded "release of mechanics' lien," which is signed by the person or entity that filed the mechanics' lien against your property. However, if the person or entity that filed the lien fails to bring an action to enforce the lien in a timely manner, the lien may be removed without voluntary action on the part of that person or entity. You should not make final payment on your project until all mechanics' liens that are filed against your property have been removed.

TO PROTECT YOURSELF FULLY, YOU SHOULD CONSULT AN ATTORNEY:

- 1. BEFORE YOU SIGN A CONSTRUCTION CONTRACT; OR
- 2. IF A LIEN IS FILED AGAINST YOUR PROPERTY.

(Added to NAC by Contractors' Bd., eff. 12-17-97)



NAC 624.6932 Informational form regarding contractors. (NRS 624.100, 624.600) The informational form that a general building contractor is required to provide regarding contractors pursuant to paragraph (a) of subsection 3 of NRS 624.600 to the owner of a single-family residence with whom he or she has contracted must be as follows:

Contractors are required by law to be licensed and regulated by the State Contractors' Board. The State Contractors' Board has jurisdiction to investigate complaints that are filed against contractors. Any questions concerning a contractor may be referred to the State Contractors' Board at:

9670 Gateway Drive Suite 100 Reno, Nevada 89521 (775)-668-1141 **2310 Corporate Circle**Suite 200
Henderson, Nevada 89074
(702)-486-1100

The law of this State requires that a person or entity who enters into a contract to perform construction work be properly licensed by the State Contractors' Board for the category of work that the person or entity intends to perform. Laws regulating licensed contractors are designed to protect the public. If you contract with a person or entity who is not licensed to perform construction work, your remedies against that person or entity may be limited to a suit in civil court. You may be liable for damages arising out of any injuries to an unlicensed contractor or that contractor's employees, as well as withholding taxes, contributions pursuant to the Federal Insurance Contributions Act and contributions for industrial insurance and unemployment compensation. In addition, you must comply with other applicable state and federal laws regarding employment. Finally, you should be aware that construction performed on your property must comply with all applicable laws, ordinances, building codes and regulations.

A contractor is required to include the contractor's license number on all of his or her advertising, vehicles, bids and contracts. You may contact the State Contractors' Board to find out if a contractor has a valid license and, if so, the status of that license and the status of any disciplinary action by visiting the website of the Board at http://www.nvcontractorsboard.com or calling the Board at one of the telephone numbers listed above.

Prime Contractor	<u>Date</u>	
01		
	09/09/2021	
Luke Fitzgerald, President		

Customer Acceptance



FAMILY RESOURCE CENTERS OF NORTHEASTERN NEVADA TITLE VIPLAN

The Family Resource Centers of Northeastern Nevada is a Public Non-profit entity. It is the policy of The Family Resource Centers of Northeastern Nevada to ensure compliance with ADA and EEO, Title VI of the Civil Rights Act of 1964 and all related statutes or regulations in all programs and activities so administered.

The Family Resource Centers of Northeastern Nevada operates its programs and services without regard to race, color, national origin, religion, sex, sexual orientation, marital status, age or disability in accordance with Title VI of the Civil Rights Act. Any person who believes she or he has been aggrieved by any unlawful discriminatory practice under Title VI may file a complaint with the Family Resource Centers Title VI Coordinator/HR Manager, by completing and submitting the agency's Title VI Complaint form.

Complaint Procedure

Any person who believes she or he has been discriminated against on the basis to race, color, national origin, religion, sex, sexual orientation, marital status, age or disability by The Family Resource Centers of Northeastern Nevada may file a Title VI complaint by completing and submitting the Agency's Title VI Complaint Form. The Family Resource Centers of Northeastern Nevada investigates complaints received no more than 180 calendar days after the alleged incident. The Family Resource Centers of Northeastern Nevada will process complaints that have completed all elements of the complaint form.

Once the complaint is received, The Family Resource Centers of Northeastern Nevada will review it to determine The Family Resource Centers of Northeastern Nevada has jurisdiction. The complainant will receive an acknowledgment letter informing her/him whether the complaint will be investigated by The Family Resource Centers of Northeastern Nevada.

The Family Resource Centers of Northeastern Nevada has 10 business days to investigate the complaint. If more information is needed to resolve the case, The Family Resource Centers of Northeastern Nevada may contact the complainant. The complainant has 10 business days from the date of the letter to send requested information to the investigator assigned

to the case. If the investigator is not contacted by the complainant or does not receive the additional information within 10 calendar days, the investigator can administratively close the case. A case can also be administratively closed if the complainant no longer wishes to pursue the case.

After the investigator reviews the complaint, The Family Resource Centers of Northeastern Nevada will issue one of two letters to the complainant:

- 1. A closure letter that summarizes the allegations and states there was not a Title VI violation and that the case will be closed.
- 2. A Letter of Finding (LOF) that summarizes the allegations and the interviews regarding the alleged incident, and explains if any disciplinary action, additional training of the staff member or other action will occur.

If the complainant wishes to appeal the decision, she/he has 10 calendar days after the date of the closure letter or the LOF to do so. If an appeal has been submitted, The Family Resource Centers of Northeastern Nevada will forward appeals to the NDOT Civil Rights Title VI Coordinator within 10 days.

When a complaint has been directly filed with another state or federal agency, the Agency is to inform the Title VI Coordinator where the complaint has been filed and coordinate any action needed by NDOT to resolve the complaint.

A person may file a complaint with The Family Resource Centers of Northeastern Nevada Executive Director.

Ashlyn Greener (775)753-7532.

Or with the USDA director, office of Civil Rights: 400 Independence Ave SW, Washington, DC 20250-9410 or call 877-632-9992 Regarding transportation, a complaint may be directly filed with the Nevada Transportation Authority at (702) 486-3303.

A person may also file this form directly with the Federal Transit Administration at:

Director, FTA Office of Civil Rights

East Building, 5th Floor – TCR

1200 New Jersey Ave., SE

Washington, DC 20590

In accordance with federal law and US department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, disability, or reprisal or retaliation. The USDA is an equal opportunity provider and employer.